



Australian Government
Department of Social Services

Request for Tender

**New Specialist Disability Employment Program
2025-2028**

EXPOSURE DRAFT



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The document must be attributed as the Exposure Draft of the New Specialist Disability Employment Program 2025-2028 RFT.

Exposure Draft - Request for Tender

Indicative Timeline

Date	Key Element
7 August 2024	Release of the Exposure Draft for the New Specialist Disability Employment Program 2025-2028 Request for Tender (RFT) for the new specialist disability employment program (new program)
August 2024	Exposure Draft Public Briefings
30 August 2024 (5.00pm Canberra time)	Closing date for comments on the Exposure Draft
September/October 2024	Release of the RFT
September/October 2024	RFT Public Briefing
October/November 2024	Closing date and time for responses to the RFT
March 2025	Notification of tender outcomes
April 2025	Commencement of the transition period to the new program
1 July 2025	The new program commences

General comments about this Exposure Draft

This Exposure Draft is produced for the information of stakeholders and potential Respondents to allow them the opportunity to provide feedback to the Department of Social Services (the department) to inform the final Request for Tender (RFT) for the new Specialist Disability Employment Program.

The Exposure Draft is circulated under the following conditions:

- it is produced for the information of stakeholders and potential Respondents
- it is a working document and contains information current at the time of release
- any payments referred to in this document are GST inclusive
- all dates and timelines relating to procurement are indicative only
- the related RFT, which will be released at a later date, may differ from this Exposure Draft
- the department may, at its discretion, adopt all, some, or none of the comments or suggestions provided in response to the Exposure Draft
- the department may vary requirements or terms contained in the Exposure Draft when preparing the RFT
- potential Respondents must make their own independent assessments and investigations about the subject matter of this Exposure Draft and seek advice from business experts if necessary, and
- it should not be solely relied upon as the basis for any decision, especially in relation to the preparation of a later response to the RFT.

The Exposure Draft should be considered together with other information, including:

- information made available on the department's website: [A new specialist disability employment program | Department of Social Services, Australian Government \(dss.gov.au\)](https://www.dss.gov.au/new-specialist-disability-employment-program) (<https://www.dss.gov.au/new-specialist-disability-employment-program>), and
- information made available on DSS Engage, including the 2024-25 Budget Disability Employment Reform post-budget briefing: [A new specialist disability employment program – Consultation | engage.dss.gov.au](https://engage.dss.gov.au/a-new-specialist-employment-disability-program-consultation) (<https://engage.dss.gov.au/a-new-specialist-employment-disability-program-consultation>).

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EXPOSURE DRAFT

Public Briefing and Feedback on the Exposure Draft

The department welcomes feedback on this Exposure Draft.

The department will conduct public briefings for this Exposure Draft. Details will be available at the department's **DSS Engage** website (engage.dss.gov.au).

Feedback for this Exposure Draft should be sent to DESConsultations@dss.gov.au. All feedback or comments should be made **before 5.00 pm (Canberra time) 30 August 2024**. The department may not consider feedback received after this time.

The department may provide a response to requests for information or questions from potential Respondents and stakeholders as appropriate and as soon as practicable.

Responses will be published on the DSS Engage website. The department may provide answers without identifying the source of the question or clarification by posting information on the same website.

A person or organisation providing any feedback or comments in relation to the Exposure Draft, or otherwise having access to the Exposure Draft, will be taken to have agreed to, or to have acknowledged the following:

- The department may use, modify, consider, retain, and copy feedback or comments for purposes related to the new program and disability employment services more generally.
- The department may publish feedback or comments but will respect a Respondent's request to not publish either the Respondent's feedback or identifying information of the Respondent if requested by the Respondent. Notwithstanding the last sentence, the department will disclose any feedback or comments received in response to the Exposure Draft where required or authorised to do so by law, or by a Minister or parliamentary body.
- An organisation is responsible for its costs and expenses incurred in responding to the Exposure Draft.
- Any response in relation to the Exposure Draft confers no right, advantage, or benefit in any future procurement of services of the kind referred to in the Exposure Draft.

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1. About the new specialist disability employment program

1.1. Background on the Disability Employment Reforms

As part of the 2024-25 Budget, the Australian Government (the Government) announced several Disability Employment Reforms. These include implementing a new specialist disability employment program (new program) commencing from 1 July 2025 and establishment of the Disability Employment Centre of Excellence (Centre of Excellence). The reforms aim to:

- improve the quality of services for both Participants and Employers
- increase flexibility and individualise supports while reducing complexity and administration, and
- create a diverse network of high-quality service providers, including the Providers that are engaged to deliver the new program.

The current Disability Employment Services (DES) program helps people with disability, injury or health condition to receive assistance to find and maintain employment. The current DES program will continue until 30 June 2025.

The new program will focus on assisting people with disability, injury or health condition to prepare for, find and maintain sustainable employment in the open employment market. The new program will put Participants at the centre of the service and Employers as key partners.

The new program takes a person-centred, case management approach to services for Participants. Participants in the new program will have a wide range of needs and some will require more support than others. Providers of the new program will be expected to customise their services to Participants in order to meet their employment goals.

The new program also takes a proactive approach to engagement with Employers. Providers of the new program will work with Employers to support them to implement inclusive employment practices, identify employment opportunities, and create or tailor roles for people with disability. A range of supports will be available to help Employers identify their business needs, find suitable candidates and improve retention of employees with disability within the workforce.

The payment model that underpins the new program seeks to:

- strike a balance between up-front participant investment, progress towards Employment and Employment Outcomes
- recognise flexible and customised pathways to employment
- recognise sustainable Employment Outcomes for Participants in the open labour market, and
- maintain longer term supports for those who require continuing assistance in their workplace.

Details of the new program are outlined in Section 2 (Statement of Requirements).

The new program is an essential part of the Government's commitment to improving the social and economic participation of people with disability. The program is complemented by the Government's broader disability reforms and considers recommendations made in the Government's White Paper on Jobs and Opportunities, the Royal Commission into Violence, Abuse, Neglect and the Exploitation of People with Disability, the Independent Review into the National Disability Insurance Scheme and the House Select Committee Inquiry on Workforce Australia Employment Services.

Key changes as part of the design of the new program

For the new program, Providers will be procured to deliver services to Participants and Employers that will help more people with disability, injury or health condition to find and maintain sustainable employment.

The new program implements the following key changes to the DES program to improve the quality and accessibility:

- streamlining the program to reduce administrative burden and complexity
- combining the previous Employment Support Service (ESS) and Disability Management Service (DMS) programs into a single program
- decoupling eligibility criteria from being in receipt of Income Support Payments
- expanding eligibility to Participants with an assessed Future Work Capacity of less than 8 hours per week
- removing the 2-year time limit for a Period of Service
- increasing flexibility and customisation of supports for Participants
- introducing different levels of servicing intensity
- simplifying support for employees with disability by incorporating the Work Assist program as part of Ongoing Support
- giving Participants greater choice and control in the type and level of support they need, including choice in their Provider and the contents of their Job Plan
- the payments model has been streamlined and simplified
- introducing more active market stewardship
- increasing the focus on continuous improvement and sharing of best practice resources, supported by the Centre of Excellence, and
- an improved ICT solution to enable Providers to support Participants more efficiently.

The Government is committed to ensuring that people with disability have access to high-quality employment support, delivered by a diverse range of high-quality Providers that place Participants and Employers at the centre of their service design and build meaningful relationships with Participants and Employers.

Linkages with the Centre of Excellence

The Centre of Excellence is expected to commence in March 2025, in time to support the commencement of the new program from 1 July 2025.

The Centre of Excellence will develop best practice, evidence-based information to help Providers deliver high-quality effective employment services and supports. There are no requirements for Providers to engage with the Centre of Excellence; however, it is expected that Providers will utilise resources, tools, and training shared by the Centre of Excellence to deliver quality services to Participants and Employers.

The Centre of Excellence will improve outcomes for people with disability by ensuring that Providers have access to:

- higher levels of disability awareness to support Participants more effectively
- knowledge of evidence-based models and approaches, including customised employment, job coaching and career planning, and
- an improved understanding of Employer needs, and the skills and knowledge to help Employers to hire and support employees with disability.

1.2. Purchasing Principles

The department is conducting a procurement process to engage Providers to deliver the new program from 1 July 2025.

The Government is committed to ensuring that people with disability have access to high-quality employment support, delivered by a diverse range of high-quality Providers.

Providers will be expected to have staff and leadership with a variety of skills and experience that is representative of the communities in which they operate and Participants whom they support.

Providers must provide a strategy that outlines the recruitment of staff:

- with qualifications
- who are working towards obtaining qualifications
- who have lived experience, and
- who reflect broader diversity in their community.

The strategy should include how the Provider will support professional development of all their staff including setting aside dedicated training time, arranging specialist training and working towards qualifications. The strategy must also include proposed performance metrics that demonstrate to the department and to Participants progress towards meeting its strategy.

The department intends for Providers to work towards front-line staff (who directly interact with Participants) have, or be working towards, a Certificate III or higher in employment services, disability services, or related qualifications or relevant experience.

The new program will be delivered by both Generalist Providers and Specialist Providers:

- Generalist Providers will have expertise across a diversity of disability types and deliver the new program to all Participants, regardless of the nature of their disability, injury, or health condition.
- Specialist Providers will have expertise and deliver services for a particular cohort of eligible Participants with specific needs. Specialist client groups can be defined by their personal characteristics (for example, Aboriginal and/or Torres Strait Islander; LGBTQIA+; youth) and/or disability type (for example, Specific Learning/ADHD; Neurological; Autism).

The new program will be administered across 111 Employment Service Areas (ESAs). For the purposes of the selection process, ESAs have been identified as either metropolitan or regional. Maps providing information on ESAs are available at [Appendix C – Employment Service Areas](#).

The number of Providers selected in an ESA will be informed by the size of the caseload and achieving full service coverage. It is expected larger metropolitan ESAs will have at least four Generalist Providers.

The new program will not be delivered in remote ESAs including where the Remote Jobs and Economic Development Program or the Community Development Program operates.

To support the Government's reforms, the department will consider several factors to identify the best Providers to deliver the new program. These include:

- the organisation's capability to deliver Services under the new program as a Specialist or Generalist Provider
- the organisations management and governance framework to deliver disability employment services
- the organisation's disability employment services model and the capability to engage and support people with disability and employers
- how the organisation will service and support participants at different stages of their employment journey
- connections with businesses, other Providers of the new program, complementary services, training providers and community organisations
- the labour market profile and Participant characteristics of the ESA
- geographic coverage of the ESA, and
- the needs of the Participant groups in the ESA.

The following sections outline the department's key considerations when assessing and allocating business through the RFT process.

Response to Selection Criteria

A Respondent's response to the selection criteria will be evaluated to determine if an organisation is most suitable to provide services under the new program. The selection criteria and information on responding to the selection criteria are set out in Section 4 - Selection criteria.

Each conforming and eligible Tender will be assessed against the relevant selection criteria to provide a ranking of the Tenders for each ESA. The department may also consider any performance data it has relating to Respondents.

Categories of Providers

The Government has committed to promoting diversity in the Providers that are contracted to deliver the new program.

Where possible, the department will seek to engage as Providers within each ESA a mix of:

- Generalist Providers and Specialist Providers
- large, medium and small organisations, and
- for-profit and not-for-profit organisation.

In general, Respondents cannot bid to be both a Generalist Provider and Specialist Provider and must nominate to be evaluated as either a Generalist or Specialist Provider. This applies at the national, as well as individual ESA level.

An exception to this will apply if a Respondent is:

- a Group Respondent, and:
 - one or more of that Group Respondent is a Specialist Provider, and
 - the Specialist Provider(s) is responsible for the frontline delivery of all Specialist Services to their nominated cohort allocated to that Group Respondent, or
- a [Generalist Provider] Respondent with one or more nominated Subcontractor(s) and:
 - one or more nominated Subcontractor(s) is a Specialist Provider, and
 - the Specialist Provider(s) is responsible for the frontline delivery of all Specialist Services to their nominated cohort allocated to that Respondent.

More information on tendering to be a Generalist or Specialist Provider is set out in Section 3 (Submitting a response).

Deed period

The DES Grant Agreements for the current DES program expire on 30 June 2025.

The department will issue Deeds for the new program for an initial term of three years — from 1 July 2025 to 30 June 2028 — with the option to offer extensions for up to an additional 3 years.

Request for Tender

The procurement methodology for the new program will be through an open tender process. This will enable existing DES Providers to competitively tender to deliver the new program and allow other organisations to also tender to deliver services for the new program.

1.3. Requirements under the DSI Act

In accordance with the *Disability Services and Inclusion Act 2023* (DSI Act), Providers of the new program will be required to comply with the *Disability Services and Inclusion (Code of Conduct) Rules 2023*.

National Standards for Disability Services

The National Standards for Disability Services (NSDS), outlined in the *Disability Services and Inclusion (Compliance Standards and Alternative Compliance Requirements) Rules 2023*, are the compliance standards for regulated activities under the DSI Act.

The new program is considered a regulated activity under the DSI Act and therefore Providers must obtain a certificate of compliance with the NSDS.

To obtain a certificate of compliance, Providers will be required to have an audit undertaken with an accredited certification body. Audit requirements are detailed in the Human Services Scheme Part 3. The Scheme outlines how certification bodies should undertake the audits and timeframes for initial audit and reviews.

Pursuant to the DSI Act, the departmental delegate will sign a determination outlining the date at which the Provider must obtain the certificate of compliance. The compliance date will be no later than 15 months from the date the determination is signed. The compliance date will be determined by the department.

Details of the NSDS compliance requirements for the current DES program can be found on the department's [website \(https://www.dss.gov.au/disability-and-carers-programs-services-for-people-with-disability/quality-assurance-for-employment-services](https://www.dss.gov.au/disability-and-carers-programs-services-for-people-with-disability/quality-assurance-for-employment-services) -
:~:text=The%20quality%20assurance%20system%20applies%20to%20all%20Australian,Third%20part y%20certification%20bodies%20undertake%20the%20certification%20audits.

1.4. Transition Arrangements

Transition arrangements for DES providers and participants are anticipated to commence from April 2025 until new arrangements take effect on 1 July 2025.

The objective of this Transition process is to ensure the continuity of services (between the end of the current DES Grant Agreement and the commencement of the new Deed) and a smooth transition from the current DES program to the new program with minimal disruption to Participants, Employers and Providers.

Current DES providers will be notified of the settings through a Transition Notice no later than 60 business days before the commencement of Transition arrangements.

The department will manage the transition process using the following principles:

- Transition activities must support the continuity of disability employment services.
- The Transition process should minimise disruption for Participants and Employers.
- Participants will be given flexibility and choice in the services they receive and how they receive them.
- The movement of Participants amongst Providers will be fair, transparent, equitable and reflect procurement outcomes.
- Where possible, all eligible Participants will remain connected with their current DES provider if selected to be a Provider of the new program.
- The department does not guarantee and makes no representation that a particular number of Participants will be allocated to any Provider. The number of transition Participants available to be allocated to a particular Provider will depend on a number of factors including, but not limited to, the numbers and characteristics of eligible Participants in a particular ESA or parts of ESAs, Participant preference of Provider (where applicable) and the terms of the Provider's Deed including any Specialist cohorts and market share.

2. Statement of Requirements

This section describes the services a Respondent will be required to deliver if awarded a Deed for the new program. Successful Respondents will be required to commence delivery of the new program on 1 July 2025.

2.1. Objectives of the new program

The key objective of the new program is to help individuals with disability, injury, or a health condition to prepare for, secure and maintain sustainable Employment in the open labour market. Emphasis is placed on Providers helping to achieve this objective by:

- delivering pre-employment supports that assists Participants to overcome vocational and non-vocational barriers to employment and helps Participants to gain the skills and confidence needed to connect to Employment opportunities, and
- delivering in-employment supports that assist Participants to successfully find and maintain sustainable Employment in the open labour market.

The new program will also assist in boosting the productive capacity of the workforce, addressing skills shortage areas, and supporting employers with inclusive recruitment and workplace practices. Emphasis is placed on Providers helping to achieve this objective by:

- identifying the recruitment needs of local Employers and developing activities for Participants or referring Participants to activities which will build their capacity to match those needs
- delivering supports that assist Employers to identify their recruitment needs and help find suitable candidates, and
- delivering tailored advice and guidance to Employers on inclusive recruitment and workplace practices, thereby improving the sustainability of Employment for Participants and employees with disability.

2.2. Overview of Services under the new program

Providers will deliver assistance to Participants and Employers under the new program.

Services for Participants

Under the new program, Providers must deliver high-quality, person-centred case management to all eligible Participants in a way that is tailored to the individual needs and circumstances of each

Participant. Providers will develop and maintain a supportive and trusted relationship with each serviced Participant.

Services delivered to each Participant should focus on providing a pathway to Employment that considers the individual Participant's strengths, goals and aspirations while ensuring Participants are best placed to meet Employers' needs. Where agreed by the Participant, Providers will continue to provide support once a Participant commences in Employment.

Type of Services

The new program includes 2 service offers for pre-employment support (Intensive and Flexible), which vary in intensity in order to recognise a Participant's capacity to engage:

- The Intensive Service will provide a higher level of support to Participants who are able to regularly engage in a full range of activities that will help them to prepare for and find work.
- The Flexible Service is for Participants engaged in approved activities or who are otherwise not able to participate in the Intensive Service due to their personal and/or family circumstances. This may include Participants who:
 - are meeting the majority of their Mutual Obligation Requirements through work or other approved activities
 - need to build their capacity through non-vocational interventions, and/or
 - have personal and/or family circumstances that limit their capacity to engage.
- The Flexible Service may also be appropriate for Participants who have chosen to volunteer for Services while Exempt from their participation requirements (Mutual Obligation Requirements or Compulsory Participation Requirements) or while fully meeting their Mutual Obligation Requirements.

As a general rule, Participants will begin in the Intensive Service and be expected to participate in this service unless the Flexible Service is considered more suitable by the Provider and Participant.

There are 2 phases of pre-employment support in the new program for those who are in the Intensive Service (Work Preparation and Job Search), in order to set clearer expectations for Participants on the type and level of support that they will receive:

- Work Preparation is for Participants who need to address vocational and non-vocational barriers. Providers will invest in their Participants and deliver more intensive vocational and non-vocational supports to help build the work readiness of Participants.
- Job Search is for Participants who are closer to gaining employment. Providers will deliver vocational and non-vocational supports to help Participants looking for work.

In both the Work Preparation and Job Search phases, Providers will use their judgement to set job search goals and refer Participants to appropriate activities that build skills and work capacity as part

of a holistic approach to addressing vocational and non-vocational barriers to sustainable Employment.

Providers will offer pre-employment support to each Participant until such time that the Participant has commenced in a job and are progressing towards an Employment Outcome. A Participant may move back into pre-employment support if they cease employment within the first 26-weeks or do not meet the required hours for either a 12-week or 26-week Employment Outcome. Participants (Voluntary) can request to stop receiving services or will cease receiving services if they are no longer engaging with their Provider.

In-employment support comprises Post Placement Support and, if required, Ongoing Support:

- Once a Participant is working towards an Outcome (Full or Partial), their Provider will continue to deliver services under the Post Placement Support phase as required up until the 52-week Employment Outcome, to ensure the success of the Job Placement. These Participants will Exit the program once a 52-week Employment Outcome has been achieved.
- Ongoing Support is available from the 26-week Employment Outcome for Participants who have been receiving Placement Support and require additional support from their Provider to fulfil the essential requirements of their role and are likely to continue to require support after their first 52-weeks in Employment.
- Ongoing Support is also available to employees with disability, injury or health condition who are having difficulty fulfilling the requirements of their role and have not come through Post-Placement Support. Providers may service Ongoing Support (Work Assist) Participants (Participants who volunteer for services) by immediately providing Ongoing Support to assist with maintaining their employment.

There are 3 levels of Ongoing Support. The level of support for an individual Participant will be confirmed through an Ongoing Support Assessment (OSA):

- Flexible Ongoing Support
- Moderate Ongoing Support, or
- High Ongoing Support.

Details on the requirements for delivery of services to Participants as described above are outlined in further in Section 2.4 (Engagement with Participants) and Section 2.5 (Ongoing Support).

Tailoring of Services

In tailoring services to the individual needs and circumstances of each Participant, Providers must take into account:

- the results of any assessments, including assessed current and Future Work Capacity (see below)

- the Participant's strengths, skills, experience and aspirations
- the Participant's type and nature of disability, illness, or health condition
- the Participant's cultural background and linguistic diversity, and
- the Participant's vocational and non-vocational barriers to Employment.

The Participant's current baseline work capacity and Future Work Capacity with intervention are expressed in weekly work capacity bandwidths of:

- less than 8 hours
- 8 to 14 hours
- 15 to 22 hours
- 23 to 29 hours, or
- 30 hours or more (or full-time).

During the initial engagement period, of 4 weeks from the Initial Interview, Providers are expected to build a positive relationship and jointly develop a Job Plan with the Participant that will underpin the provision of tailored Services to that Participant.

A Participant may exercise choice about the Services they receive, subject to certain requirements in their Job Plan.

Profile of Participants

The new program is open to all eligible individuals whose disability is the primary barrier to employment, including individuals:

- who have an assessed Future Work Capacity of up to 30 hours per week due to their disability, injury, or health condition, or
- whose employment is at risk as they have difficulty fulfilling the essential requirements of their role due to their disability, injury, or health condition.

Participants will include:

- Participants (Mutual Obligation) – these are Participants who have Mutual Obligation Requirements that must be met to receive their Income Support Payment and who are subject to the Targeted Compliance Framework (see section 2.9 Participation requirements and compliance for more details)
- Disability Support Pension Recipients (Compulsory Requirements) — these are, Participants who have Compulsory Participation Requirements that they must meet in order to receive their Income Support Payment but are not subject to the Targeted Compliance Framework (see section 2.9 Participation requirements and compliance for more details), and

- Participants (Voluntary) – these are Participants who have volunteered to receive services. Voluntary Participants include:
 - those who are not in receipt of an Income Support Payment
 - Income Support Payment recipients who do not have Mutual Obligation Requirements or Compulsory Participation Requirements
 - Income Support Payment recipients with Mutual Obligation Requirements who have an assessed current and Future Work Capacity of less than 15 hours a week or temporary reduced work capacity of less than 15 hours per week
 - Disability Support Pension (Compulsory Requirements) who have an Exemption from their Compulsory Participation Requirements
 - Participants (Mutual Obligation) who have an Exemption from their Mutual Obligation Requirements or are fully meeting their Mutual Obligation Requirements, and
 - Ongoing Support (Work Assist) Participants.

Providers must assist each Participant (Mutual Obligation) and each Disability Support Pension Recipient (Compulsory Requirements) to meet their obligation to build work capacity and actively look for work while in receipt of an Income Support Payment. The services and supports should be tailored to the needs of individual participants and promote meaningful engagement. Providers must actively monitor and manage participation requirements, including where necessary, applying the Targeted Compliance Framework (see Section 2.9 Participation requirements and compliance).

Employer engagement and support

Under the new program, Providers will build strong relationships with Employers and broker employment opportunities for Participants. This may include assistance with job design or job customisation. Providers will offer support and training to help Employers provide safe, inclusive and productive workplaces for employees with disability. The Centre of Excellence will share best practice approaches to assist Providers in supporting Participants.

Providers will also help Employers to access available supports. This may include organising workplace modifications, workplace training, or on the job coaching and supports or wage subsidies. There will be targeted support available for individual employees with disability who are eligible as an Ongoing Support (Work Assist) Participant.

Details on the requirements for delivery of services to Employers are outlined in Section 2.10 (Meeting Employer needs).

Collaboration with other providers and community organisations

In delivering services for Participants and Employers, Providers are also expected to identify and collaborate with other providers of the new program, providers of Other Employment Services, and National Disability Recruitment Coordinators (NDRC), as well as:

- private and community-based providers of other services in the community
- social enterprises
- Aboriginal Community Controlled Organisations
- National Disability Insurance Scheme (NDIS) Local Area Coordinators
- Australian Disability Enterprises
- education and training institutions
- healthcare organisations
- Commonwealth, state, territory and local governments
- Employer stakeholders, such as local business councils, and
- peak bodies and industry representatives.

Providers should draw upon these relationships in the locations in which they deliver Services to:

- support access to culturally appropriate, linked complementary services for Participants
- develop strong labour market knowledge, including knowledge of skill shortages
- develop and adapt activities to meet the diverse needs of businesses and industries, and
- create Employment pathways for Participants.

Other general requirements

Providers will commit to demonstrating a culture of continuous improvement and innovation in providing services and ensuring Participants and Employers have a voice in their service design. This will be reflected in the Performance Framework (see Section 2.12), Code of Conduct and Service Guarantee (see Section 2.13).

As noted in Section 1.3, Providers must comply with DSI Act. Providers must also comply with all relevant laws and requirements of any Commonwealth, state, territory or local authority and any other relevant government policies (see Section 2.14 Compliance with laws and government policies).

2.3. Provider's caseload

Who can receive assistance?

The new program is demand-driven, which means there is no cap on the total number of people who can participate in the program.

A person will be eligible to receive Services under the new program if they:

- meet general eligibility criteria for the new program (see below), and
- have been assessed in an Employment Services Assessment (ESAt) or Job Capacity Assessment (JCA) as being eligible for disability employment services (DES or the new program) within the last 2 years or are ESAt/JCA exempt (see special eligibility criteria).

In most cases, Participants will have been Referred by Services Australia. Services Australia will have Referred Participants (Mutual Obligation) or Disability Support Pension Recipients (Compulsory Requirements) having confirmed their eligibility through an ESAt or JCA. Both the ESAt or JCA are an assessment of an individual's barriers to finding and keeping a job, and both determines current and Future Work Capacity.

However, some individuals may elect to voluntarily participate in Services and can Directly Register with a Provider as a Participant (Voluntary). This is also known as Direct Registration. Those who can Direct Register may be ESAt/JCA exempt or require an ESAt/JCA prior to confirm eligibility. For more information about each of the three categories of Participants, refer to Section 2.2 above.

Providers must confirm that all individuals who are Referred or Directly Registered meet the eligibility criteria for the new program before they are Commenced in Services. An individual's eligibility can be checked by reviewing the Participant's record on the Department's IT Systems.

General eligibility criteria

The following general eligibility criteria apply to all individuals who are Referred or Directly Register. To be eligible to receive Services, each individual must:

- have a disability, injury, or health condition
- be at least 14 years of age but has not yet attained the Age Pension qualifying age
- be at or above the minimum legal working age in their state or territory
- be an Australian resident, or a Temporary Protection Visa/Safe Haven Enterprise Visa holder
- not be studying full time, unless the individual is an Eligible School Leaver, and
- not be working at or above their assessed work capacity, unless the individual is receiving National Disability Insurance Scheme (NDIS) funding for supported employment and/or work

in an Australian Disability Enterprise or is eligible as an Ongoing Support (Work Assist) Participant.

Individuals do not need to be in receipt of an Income Support Payment to access support under the new program.

Special eligibility criteria

Special eligibility criteria allow the following cohorts to Directly Register without an ESAt/JCA (ESAt/JCA exempt):

- Eligible School Leavers— a young person aged under 22 years with disability who is:
 - studying full-time in their final year of secondary school and seeking to transition to post-school employment, or
 - participating in or intending to participate in an Australian School Based Apprenticeship and Traineeship which forms part of their secondary school curriculum, or
 - a current or former participant in School Leaver Employment Support or an eligible state/territory government transition to work program.
- Special Class Client Participants — a person who acquired a disability, injury, or illness because they were present at, and directly affected by, notified events (such as the Bali and London bomb attacks and the December 2004 Tsunami).
- Ongoing Support (Work Assist) Participants who are currently employed and require assistance to maintain an ongoing job.

Special eligibility criteria also apply for the following cohorts, who can Directly Register following confirmation of their eligibility through an ESAt/JCA:

- Pre-Release Prisoners — An initiative available to eligible prisoners or detainees while they are incarcerated to maximise their employment support following their release. State/territory corrective or youth justice services may refer Pre-release Prisoners they deem suitable to Providers.
- Persons undertaking a Program of Support as part of their Disability Support Pension claim — Individuals who must demonstrate they have actively participated in a Program of Support, such as the new program, to be eligible for the Disability Support Pension. Most of this cohort will have a valid JCA.

Referral by Services Australia

Providers must only accept Referrals made through the Department's IT systems or directly by Services Australia. However, a Specialist Provider must only provide Services to individuals of the

relevant specialist client group and direct any other individuals who are Referred, back to Services Australia.

The Services Australia Referral process will occur following an ESAt or JCA report that has identified the new program as the most appropriate employment service for the potential Participant based on their individual circumstances.

Some individuals who have been assessed as eligible for the new program will be given the option to choose to be serviced under Workforce Australia Online. While their ESAt or JCA remains valid, they can elect to commence with a General Provider or Specialist Provider (depending on eligibility) at a future date.

A Participant is Commenced in the new program when the Provider records attendance at the Initial Interview.

Choice of Provider

Individuals are encouraged to choose their Provider. The Provider selected can be within or outside the ESA in which a Participant resides, as long as the Participant can regularly contact their Provider using a variety of suitable communication modes (see Section 2.4 Engagement with Participants).

During the Services Australia Referral process, a list of Provider Sites will be generated to assist the Participant to select a Provider. The list will be Providers within the same ESA as the Participant's residential address postcode but, may be expanded to include Providers outside of the ESA where the Participant chooses to receive Services.

Where relevant, Specialist Providers will be presented first to the Participant with details of the specialisation, ordered by the nearest physical site and first available appointment time. Generalist Providers will be presented with physical Sites operating within 5 km, 10 km, and 20 km etcetera, ordered by current market share.

To inform the Participant's choice of Provider, Services Australia will provide a range of information about the Providers and their Services. Information will also be available on JobAccess.gov.au and WorkforceAustralia.gov.au.

Where a Participant does not select a Provider, they will be randomly allocated a Provider based on a range of criteria including specialisation, the location of the Provider's Site and availability. The priority will be Referral to a Specialist Provider that matches the Participant's characteristics. If there are no suitable Specialist Providers available in the Participant's location, the Participant will be referred to a Generalist Provider.

Direct Registration

Direct Registration enables Providers to support partnerships with services such as health facilities and schools. It also ensures that employees with disability at risk of losing their Employment can receive immediate assistance.

Where an individual presents to a Provider without a Referral, the Provider must confirm the individual's eligibility for Services. Providers must only Directly Register a person who meets the relevant eligibility criteria and is not already being assisted by another Provider of the new program or any Other Employment Service. In addition, a Specialist Provider must only Directly Register individuals of the relevant specialist client group and direct any other individuals to another Provider.

In most cases, the Provider will need to refer the person to Services Australia Assessment Services for an ESAt to determine their eligibility for the program. If the ESAt determines the individual is eligible for the new program, the person will be referred back to the Provider as a Participant and then Commenced in the program.

A Participant may be Commenced in the new program without being referred for an ESAt where:

- an ESAt or JCA has been undertaken in the previous 2 years that identified disability employment services (DES or new program) as the recommended service
- they are eligible under the Eligible School Leavers or Special Class Client Participant initiatives, or
- they are eligible as an Ongoing Support (Work Assist) Participant.

Providers are required to keep documentary evidence of a Participant's eligibility for the program if they do not require an ESAt or JCA.

A Directly Registered Participant is Commenced when the Provider records attendance at the Initial Interview. If the Participant fails to attend their Initial Interview, they may be Exited from services (see Section 2.8 Suspensions and Exits). The individual may later choose to re-register, either with the same Provider or another Provider of the new program.

2.4. Engagement with Participants

Providers must deliver high-quality, person-centred, culturally appropriate and holistic Services. Services delivered must meet the standards set under the Code of Conduct and the Service Guarantee (see Section 2.13 Code of Conduct and the Service Guarantee).

The objective of all engagements (for example, appointments and contacts, activities, non-vocational interventions) is to support, motivate and encourage Participants to prepare for, find and maintain Employment.

Providers should be aware that individual pathways to Employment can be very different. Services delivered must be tailored to each Participant's individual needs and circumstances. As noted in Section 2.2 (Overview of Services under the new program), tailoring of Services must take into account:

- the results of any assessments
- the Participant's strengths, skills, experience and aspirations
- the Participant's type and nature of disability, illness, or health condition
- the Participant's cultural background and linguistic diversity, and
- the Participant's vocational and non-vocational barriers to Employment.

Providers are expected to establish trust-based relationships with Participants to support ongoing engagement and the disclosure of barriers. Providers must also take into account that each Participant may exercise choice about the Services they receive.

In determining an appropriate level of engagement, or mix of appointment, activities and other assistance, Providers must ensure that the level of engagement:

- is in line with the Participant's assessed current and Future Work Capacity, or temporary reduced work capacity where relevant. Participants are not required to participate at the higher work capacity; however, it is intended that a Participant's capacity to engage will be built up gradually through appropriate activities and support during their Period of Registration (noting that this wouldn't apply to Participants who have a deteriorating condition)
- accords with the service offer (Intensive or Flexible) and is appropriate to the phase (Work Preparation, Job Search or Post-Placement Support), and
- for Participants (Mutual Obligation) or Disability Support Pension Recipients (Compulsory Requirements), enables them to meet their participation requirements as determined under Social Security Law.

For each Participant, a Provider must:

- conduct an Initial Interview
- work with the Participant to understand their goals and aspirations, personal and/or family circumstances, skills and strengths and individual barriers
- work with the Participant to develop a Job Plan, and keep the Job Plan updated
- provide pre-employment support services that are appropriate to the Participant's individual circumstances, phase (Work Preparation or Job Search – see below) and service offer (Intensive or Flexible – see below)
- assist the Participant to identify and explore career options that suit their aptitude and interests

- provide job search assistance, including advice on how to prepare a resume and develop job applications, and advice on interview techniques
- build capacity and skills to enhance their work readiness and employability
- refer the Participant to suitable activities, including complementary programs, education and training and non-vocational interventions, as part of their pathway to Employment
- facilitate access to available supports, which may include workplace assessments and modifications and/or Wage Subsidies to secure improved long-term Employment opportunities, and
- while a Participant is progressing towards an Employment Outcome provide Post Placement Support.

A Provider must record and report, in the Department's IT system, all engagements undertaken as a direct result of the Participant's involvement in the new program. This includes:

- the Initial Interview
- appointments and contacts with the Participant, and
- activities.

Service offer — Intensive Service or Flexible Service

Each Participant in Pre-Employment Support will receive an Intensive Service or a Flexible Service depending in their capacity to participate with their Provider.

As noted under Section 2.2 (Overview of Services under the new program):

- The Intensive Service offer will provide a higher level of support to Participants who are able to regularly engage in a full range of services, supports and activities that will help them to prepare for and find work, and
- The Flexible Service offer is for Participants engaged in work and/or approved activities or who are otherwise not able to participate in the Intensive Service due to their personal and/or family circumstances.

Participants will be able to choose to participate in the Flexible Service if they:

- are meeting the majority of their Mutual Obligation Requirements through approved activities such as education, training, caring responsibilities, voluntary work or paid work (or a mixture of these activities) and have limited remaining capacity to engage in the Intensive Service as a result of engagement in these activities
- are undertaking non-vocational interventions that address significant personal issues and/or barriers to employment, or
- have complex and/or multiple barriers to employment that limit their capacity to engage in the Intensive Service.

Participants who are fully meeting their Mutual Obligation Requirements or have a temporary Exemption from their participation requirements may also volunteer to participate under the Flexible Service, to remain connected with their Provider (see Section 2.7 Suspensions and Exits).

Providers will work with Participants to determine if they will benefit from the Intensive Service or if the Flexible Service is more suitable based on their individual circumstances and capacity to engage with Services. Participants may elect to remain in the Intensive Service. Participants will transition between the service offers as their circumstances change (see Section 2.6 Period of Registration and Period of Service). Alternatively, a Participant may secure a Job Placement that means that they will instead start working towards an Employment Outcome and move into the Post-Placement Support phase.

There is no time limit to participation under the Flexible Service, but the expectation is that Participants will return to the Intensive Service following the relevant activity or as their circumstances improve and they have the capacity to participate in the Intensive Service. Services and supports provided to Participants in the Flexible Service, along with duration in the Service, will be monitored by the department to ensure that Participants are not left in these arrangements long-term without sound evidence and reasoning.

Phase — Work Preparation or Job Search

Participants in the Intensive Service will be involved in the Work Preparation or Job Search phase based on their work readiness.

As noted under Section 2.2 Overview of Services under the new program:

- the Work Preparation phase is for Participants who need to address vocational and non-vocational barriers. Providers will deliver more intensive vocational and non-vocational supports to help build their work readiness, and
- the Job Search phase is for Participants that are closer to gaining employment. Providers will deliver vocational and non-vocational supports to help looking for work.

The objective for both phases is helping Participants to find sustainable employment. Participants are expected to undertake relevant job search activities under both phases, however the scale of applications and level of support in applications may vary as part of the tailoring. Providers may also need to provide assistance, under both phases, to ensure that Participants have workplace licences and certifications, PPE and uniforms and transport for voluntary and paid work placements.

During the initial engagement period, the Provider will determine the most appropriate phase for the Participant, following their Commencement in the new program. Participants will transition between the phases as their circumstances change (see Section 2.6 Period of Registration and Period of Service).

Initial Interview

To Commence a Participant in the new program, the Provider must conduct an Initial Interview with them. The Initial Interview provides an important first opportunity for the Provider to get to know the Participant and to understand their circumstances.

The Initial Interview should be conducted in person, face-to-face to help build a relationship with the Participant. Alternative options may be agreed by the Provider and Participant, on a case-by-case basis, where this supports specific needs of the Participant.

When preparing for the Initial Interview, Providers should contact the Participant, including transferring Participants, to determine if they have any special requirements, for example, if they need an interpreter.

While the focus is on building relationships and understanding the Participant's individual needs and circumstances, the Provider is required during the Initial Interview, at a minimum, to:

- confirm the Participant's identity
- provide access to an interpreter where required
- explain the range of support available for the Participant as part of the new program (i.e. pre-employment and post-employment assistance)
- identify if the Participant is already engaged in any activities or complementary programs and services
- explain the obligations of the Provider in delivering Services to the Participant, including the Service Guarantee and Code of Conduct
- explain the purpose and contents of a Job Plan, and prepare or update a Job Plan with the Participant
- for Participants (Mutual Obligation), explain their rights and obligations under the Social Security Law, including:
 - that through Meaningful Engagement in the new program, they can meet their Mutual Obligation Requirements, and what Meaningful Engagement means
 - the consequences of not meeting their Mutual Obligation Requirements, and
 - the Targeted Compliance Framework
- for Disability Support Pension Recipients (Compulsory Requirements), explain their rights and obligations under the Social Security Law
- for Participants undertaking a Program of Support, explain their requirements, and
- explain the consequences of not participating appropriately, noting that for Participants (Voluntary) this may include Suspension or Exit from the new program.

After it has taken place, the Provider must record the Participant's attendance at the Initial Interview on the department's IT System.

Initial engagement period

The initial engagement period is the first 4 weeks of a Participant's Period of Registration, starting from the Initial Interview. This time allows for the Provider to build a positive relationship and jointly develop a Job Plan with the Participant.

The objectives of the initial engagement period, including the Initial Interview, are for the Provider to ascertain a Participant's skills, strengths and aspirations, plus any barriers or issues that may impact on a Participant's ability to effectively transition to sustainable Employment and develop a Job Plan based on the Provider's initial assessment of the Participant's skills, strengths and circumstances. This allows the Provider to deliver tailored, person-centred case management to each Participant — as identified by a Participant's phase and service offer, and the contents of their Job Plan.

The Provider may assess the needs of a Participant using assessments such as:

- the Job Seeker Assessment Framework (including the Job Seeker Snapshot)
- functional capacity evaluation, physical assessment, or other assessments to determine the Participant's abilities or limits
- a Skills Assessment
- ESAt / JCA barriers to employment and recommended interventions from the ESAt / JCA, and/or
- its own resources.

The Provider may need to conduct a Job Seeker Snapshot for a Participant during this period, if it has not already been completed by Services Australia or the Participant as part of the Income Support Payment claim process. The Provider may also need to update the Job Seeker Snapshot to include new information disclosed during this period or at any subsequent time.

In the initial engagement period, the Provider, in consultation with the Participant, must decide which service offer (Intensive or Flexible Service) is right for the Participant and if the Participant is starting in the Intensive Service, whether they will be in the Work Preparation or Job Search phase. As noted above, the service offer, and phase can change over the Participant's Period of Service.

If the Provider does not have enough information about the Participant to make a decision about which phase to Commence the Participant in, the Provider should start the Participant in the Intensive Service in the Work Preparation phase and review this decision at a future appointment.

Participants are expected to Commence in the Intensive Service. However, some Participants may, based on their individual circumstances, not have the capacity or capability to participate in the Intensive Service and therefore may be better suited to the Flexible Service. The Intensive Service is the default unless there is evidence to the contrary.

During the initial engagement period, the Provider will enter into an initial Job Plan and then further develop the Job Plan with the Participant (see Section 2.6 Job Plans). The contents of the Job Plan are updated as required, noting that a Provider must ensure that, at all times, each Participant has a current Job Plan.

Appointments and contacts with Participants

Providers are expected to have regular contact with their Participants.

Providers must have appointments available within the next 2 to 5 business days, at all times, for:

- Initial Interviews (see above)
- Re-engagement Appointments — an appointment during which the Provider re-engages a Participant following a period of suspension (see Section 2.7 Suspensions and Exits), an incident of non-compliance (see Section 2.9 Participation requirements and compliance), or the completion of an approved activity, and
- Capability Interviews — an appointment between the Provider and a Participant (Mutual Obligation) to ensure requirements specified in the Participant's Job Plan are appropriate to their circumstances and the Participant is capable of meeting them.

Providers must offer face-to-face appointments and contacts but can also offer to deliver support via other modes such as online video conferencing or audio software, or telephone, where this is agreed by the Provider and Participant. This arrangement may be particularly beneficial to Participants in regional areas, who otherwise may need to travel long distances to meet with their Provider or to enable access to Specialist Providers.

Providers must consider other commitments and personal events that a Participant may have when scheduling an appointment or contact.

In delivering each appointment or contact, the Provider must ensure that it is conducted:

- on the date and at the time agreed to with the Participant and recorded in the Department's IT system
- in a professional manner
- in the communication mode agreed by the Participant (be that face-to-face, via videoconferencing, or a phone call)
- at an accessible, appropriate and safe location, if face-to-face, and
- without causing a conflict with Employment.

During any appointment or contact, the Provider is, at a minimum, required to:

- confirm the Participant's identity, and
- provide access to an interpreter, where required.

Providers must not conduct any contacts at a Participant's home.

Intensive Service

Providers are expected to have at least 6 contacts over each 3-month period with Participants in the Intensive Service.

Flexible Service

Providers are expected to have at least 2 contacts over each 3-month period with Participants in the Flexible Service.

Activities

Activities, both vocational and non-vocational, assist Participants to address their individual barriers and help them progress toward employment. Providers are expected to help Participants to understand the value of participating in the activities and how participation helps them to progress towards their education and employment goals. Providers are expected to promote to Participants the benefits of all types of activities, respond to any enquires from Participants in relation to activities; and support Participants to fully engage in any activities they choose to undertake or are referred to by the Provider.

Activities can be delivered in several ways, for example:

- through in-house Service provision
- purchased from an external provider, and/or
- by referral to programs and services within the local community, including those funded by Commonwealth, state/territory or local governments or private and community-based organisations.

Providers must work with Participants to help them understand their strengths and the types of work for which they have an aptitude and that they can realistically secure, including as a pathway to Employment opportunities they aspire to. In partnership, Providers and Participants will identify activities that will best support the Participant's pathway to Employment. In determining if a Participant will benefit from an activity, Providers should consider the Participants:

- age
- disability type
- education level
- skills, experience and aspirations
- vocational and non-vocational barriers
- cultural background

- caring responsibilities
- assessed work capacity, and
- access to transport.

Examples of activities that could be undertaken by Participant in the Intensive Service include:

- resume writing sessions
- sessions on how to apply for jobs online
- interview preparation sessions
- Employer meet and greet sessions and job fairs/job expos
- job search
- job interviews
- vocational education or training
- higher education short courses
- non-accredited study
- work preparation
- Employability Skills Training
- Career Transition Assistance
- Observational Work Experience
- Skills for Education and Employment
- Self-Employment Assistance:
 - Exploring Self-Employment Workshops
 - Business Plan Development
 - free accredited Small Business Training
 - Business Advice Sessions
 - Business Health Checks, and/or
 - Small Business Coaching
- voluntary work (organised by the Participant or Provider)
- paid or unpaid work trials
- part-time work
- paid work experience
- work with a social enterprise or supported employment provider, and
- non-vocational supports and interventions, such as receiving, participating in or undertaking:
 - social support services, such as housing, domestic violence or crisis/trauma
 - legal services
 - financial support services and financial counselling
 - programs which address disability, injury or health concerns
 - appointments with general practitioners and specialists (doctors)
 - appointments with allied health professionals, such as physiotherapists, occupational therapists and pain management services

- self/help groups and peer support services
- cultural services and social groups
- other health services, such as drug and alcohol treatment, and/or
- mental health services, for example Headspace or psychological counselling.

Prior to a Participant starting in an Activity, the Provider must be satisfied that it will be carried out in a safe manner and will adhere to relevant work health and safety laws.

When referring a Participant to local services, Providers should provide personalised assistance to help the Participant connect to the service.

Providers may also offer Participants exposure to multiple job opportunities without having to anchor a Job Placement to an Employment Outcome. This means that Participants can try their hand at a range of jobs while receiving pre-employment support.

Intensive Service

Participants in the Intensive Service are expected to undertake an appropriate mix of individual, group and self-directed activities that are aligned to their individual needs and goals.

Flexible Service

As the Flexible Service targets Participants who have limited capacity to engage in the Intensive Service, Participants in the Flexible Service may already be engaged in approved activities and/or are not expected to undertake any additional activities.

Self-Employment Assistance

Eligible Participants can undertake Self-Employment Assistance while participating in the new program.

Self-Employment Assistance is a complementary program delivered by Self-Employment Assistance Providers. Self-Employment Assistance provides assistance to people considering self-employment as an alternative to traditional employment by supporting people to start and run a viable small business.

Providers must ensure that any Participant who expresses an interest in self-employment is made aware of Self-Employment Assistance. If Self-Employment Assistance helps a Participant to create their own business, the Provider can support the Participant and claim any resulting Employment Outcomes.

Post Placement Support

A Participant who has achieved a Job Placement that is progressing towards an Employment Outcome will receive Post Placement Support from their Provider to assist with maintaining their Employment.

Providers are responsible for determining when a Participant begins to progress towards the Employment Outcomes, as captured by setting an Anchor Date (see Section 2.11 Payments to Providers). This allows Providers to offer Participants exposure to multiple job opportunities without having to transfer the Participant to the Post Placement Support phase. It also gives flexibility to work with the Employer to increase hours so that the job will meet the criteria for an Employment Outcome.

The Provider is required to maintain regular contact with the Participant throughout the 26-week or 52-week Post Placement Support period and offer support to the Participant and their Employer. The frequency of contacts and level of engagement should be negotiated with the Participant. The Provider should ensure the Participant settles into Employment and that any issues that arise for either the Participant or their Employer are addressed. This may include:

- further assistance with job design
- assistance to adjust to duties or training to learn new skills
- organising workplace assessments and modifications, including through liaison with the JobAccess Provider, and
- providing assistance and information for Employers and staff to support Participants onboarding in the workplace.

If Employment is sustained, a Provider will receive an Outcome Fee when the 12, 26, and 52-week milestones are reached (see Section 2.11 Payments to Providers).

If the Participant ceases employment within the first 26-weeks or does not meet the required hours for either a 12-week or 26-week Employment Outcome, the Provider must hold a Re-engagement Appointment and resume delivering assistance through the Job Search phase.

After achieving a 26-week Employment Outcome and if the Participant is eligible, they may be moved from the Post Placement Support phase to Ongoing Support (see Section 2.5 Ongoing Support).

If, after achieving a 26-week Employment Outcome, a Participant is not eligible to receive Ongoing Support, the Provider must continue to deliver Post Placement Support until the Participant achieves a 52-week Employment Outcome or Exits the program, whichever is earlier (See Section 2.8 Suspensions and Exits).

2.5. Ongoing Support

Ongoing Support is available to employees with disability who require support to maintain their employment. Providers will assist Participants through regular contact, with the aim of building Participants and Employers capability to manage disability related barriers in the workplace and building each Participant's capacity to work independently.

Employers may seek the services of a Provider on behalf of the employees, in which case the Provider should attempt to contact the employee in partnership with the Employer.

As noted in Section 2.2 (Overview of Services under the new program), Ongoing Support is available from the 26-week Employment Outcome for Participants receiving Post Placement Support who require additional support from their Provider to fulfil the essential requirements of their role and are likely to continue to require support after their first 52-weeks in Employment. Ongoing Support is also available to employees with disability, injury or a health condition who are having difficulty meeting the requirements of their job. Providers assist Ongoing Support (Work Assist) Participants — Participants who volunteer for Services — by providing Ongoing Support to maintain their employment.

An Ongoing Support Assessment (OSA) is required for Participants to receive Ongoing Support. The OSA will be conducted by the National Panel of Assessors (NPA) and will confirm the level of support required by the Participant (Flexible, Moderate or High Ongoing Support) and set the timing for OSA Reviews, based on the Participant's circumstances.

Flexible Ongoing Support provides a safety net for Participants who have been placed in Employment, and who require irregular or less predictable access to support to maintain their Employment. This support option enables Providers to offer flexible assistance, including short bursts of intensive support in the workplace.

Moderate Ongoing Support is available for Participants who require regular access to support to maintain their employment.

High Ongoing Support is available for Participants who require significant support to maintain their Employment, either in hours of support or intensity.

Ongoing Support (Work Assist) Participants can Directly Register with a Provider (see Section 2.3 Provider's caseload). The Provider will conduct an Initial Interview and then start working with the Participant and their Employer to immediately provide Ongoing Support. Once Commenced, Ongoing Support (Work Assist) Participants receive the same support as Participants who enter Ongoing Support following Post Placement Support.

Providers must deliver Ongoing Support to Participants for as long as it is required to maintain their Employment, subject to the result of scheduled OSA Reviews.

Assessment of Ongoing Support needs

Initial Ongoing Support Assessment

The Provider must refer the Participant for an Initial OSA as soon as possible if they consider that Ongoing Support is needed:

- As a Participant approaches the 26-week Employment Outcome, the Provider and Participant will discuss whether the Participant will continue in the Post Placement Support phase as they work towards a 52--week Employment Outcome, or if they should receive Ongoing Support in order to sustain the Employment Outcome.
- If the circumstances of a Participant in the Post Placement Support phase change at any point between the 26 and 52--week Employment Outcomes, they may subsequently require Ongoing Support.
- If a Participant approaches the Provider for Direct Registration and the Provider determines they are eligible to receive Ongoing Support (Work Assist).

The OSA independently establishes the Ongoing Support needs of the Participant. The OSA report will identify if the Participant is eligible for Ongoing Support and, if so, the level of support required (Flexible, Moderate, or High Ongoing Support).

While a Participant awaits the results of an OSA, the Provider:

- can place a Participant receiving Post Placement Support into the Moderate or High Ongoing Support based on their assessment of the level of support needed, or
- must place an Ongoing Support (Work Assist) Participant into Moderate Ongoing Support.

A participant should not receive Flexible Ongoing Support unless that level of support has been confirmed by an OSA.

If the OSA determines that the Participant is ineligible for Ongoing Support, the Participant must either move back into the Post Placement Support or be Exited from Ongoing Support.

The Initial OSA will also set the timing of the next OSA Review. The OSA Review is set individually for each Participant, based on the Participant's circumstances and with consideration to the stability and permanence of a Participant's support needs.

Ongoing Support Assessment Reviews

A Participant receiving Ongoing Support is required to have OSA Reviews at set intervals to provide an independent reassessment of the Participant's Ongoing Support needs and ensure that the level of support matches their current support needs.

An OSA Review is triggered where:

- a Participant is due for an OSA Review
- the maximum number of contacts over a 6 month period has been reached for a Participant in Flexible Ongoing Support, or
- a change in circumstances means that a Participant may need a higher level of Ongoing Support.

The OSA Review makes a recommendation on whether the Participant should continue to receive the same level of support, move to a different level of support, or be Exited from Ongoing Support.

The OSA Review will also reassess the timing of the next OSA Review and either retain the existing interval or recommend that the interval be increased or decreased, based on the stability and permanence of the Participants current support needs.

Delivery of Ongoing Support

Providers must deliver an individualised program of Ongoing Support that helps each Participant to retain their current employment in accordance with their Job Plan.

The Services that are delivered to Participants in Ongoing Support should be guided by the individual needs of the Participant and their Employer with the objective of building their capacity to work independently. This could potentially encompass assistance in the following domains:

- social and behavioural
- cognitive
- vocational
- physical assistance and personal care
- workplace environment
- communication abilities, and
- other specialist assistance that is relevant to assisting individual Participants in the workplace.

Ongoing Support consists of Providers delivering a minimum number of contacts to the Participant based on whether the Participant is eligible for Flexible, Moderate or High Ongoing Support.

Contacts can be via different modes of delivery agreed by the Provider and Participant and must take into consideration the Participant's work requirements and individual circumstances.

Providers should engage in support planning with the Participant to come to an agreement on how contacts will be delivered to ensure that the Participant's support needs are met.

Flexible Ongoing Support

Providers are able to claim a maximum of 6 Instances of support over a 6-month period for Participants receiving Flexible Ongoing Support.

An Instance can cover an accumulated number of smaller contacts that equate to 4 hours of service (for example, phone calls or emails), or a single Instance of more intensive support (for example, visiting the workplace to adjust equipment).

If this cap is reached, the Provider must arrange for an OSA before further Ongoing Support can be provided. If the Participant is assessed as having Moderate or High Ongoing Support needs, the Participant may then move to one of the two longer-term Ongoing Support options. The Participant may also be assessed as eligible for a further period of Flexible Ongoing Support.

Moderate and High Ongoing Support

Participants receiving Moderate or High Ongoing Support must receive a minimum number of contacts averaged over each 3-month period as specified in program guidelines.

2.6. Job Plans

The Job Plan underpins the provision of Services to a Participant. The Job Plan is an 'employment pathway plan' and a 'participation plan' for the purposes of the Social Security Law.

All Participants must have a current, up-to-date Job Plan and the Job Plan must be agreed between the Participant and the Provider. The Job Plan outlines what the Participant has agreed to do, including Mutual Obligation Requirements (if applicable), and what Services the Provider has committed to deliver to the Participant. Job Plans must be in a form approved by the department and recorded on the department's IT system.

For the avoidance of doubt, all Participants in the Intensive Service, Flexible Service, Post Placement Support phase and Ongoing Support must have an individualised Job Plan. The contents of the Job Plan will also vary for Participants (Mutual Obligation), Disability Support Pension Recipients (Compulsory Requirements) and Participants (Voluntary).

The contents of each Job Plan must be tailored to the individual circumstances of each Participants to support them in achieving sustainable Employment.

The Provider must develop the Job Plan in partnership with the Participant to ensure the Participant has the opportunity to fully understand the Services they will receive, and their own and the Provider's obligations. Each Participant should be supported to feel invested in, and have shared ownership of, the Job Plan.

The Job Plan must be recorded on the department's IT System. Participants should be encouraged to sign their Job Plan online.

Entering into a Job Plan

Providers are required to prepare an initial Job Plan at the Initial Interview and continue to refine this over the initial engagement period (see Section 2.4 Engagement with Participants). A Job Plan needs to be current and updated as necessary throughout a Participant's Period of Registration.

If, at the Initial Interview, the Participant does not have a Job Plan, the Provider must create an initial Job Plan. The Job Plan should be refined over the Initial Engagement period including that:

- an initial Job Plan is created and explained to the Participant, making sure the Participant is aware of the details included in the Job Plan, and
- the initial Job Plan includes at least one compulsory requirement – that being to 'Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment'.

A Job Plan must be agreed by the end of the initial engagement period. It can also include a range of voluntary activities, identified by the Participant and Provider, that will help the Participant to address vocational and non-vocational barriers to Employment and achieve their employment goals

The Provider and the Participant should review the Job Plan regularly at appointments and the Job Plan should be updated as required to reflect the Participant's current circumstances and servicing needs.

Contents of a Job Plan

The Job Plan will include details, terms and information about requirements that must be met under Social Security Law where relevant and all engagements agreed to by the Participant.

Job Plans contain terms that reflect the type of Participant on the Provider's caseload:

- The Job Plans for Meaningful Engagement by Participants (Mutual Obligation) or Disability Support Pension Recipients (Compulsory Requirements) must include the – compulsory requirement to 'Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment'. All other engagements agreed to in the Job Plan will be voluntary. The Job Plan is a tool for monitoring whether a Participant is meeting the requirement of Meaningful Engagement. Providers are encouraged to use case management strategies to support engagement, including goal setting and planning tools.

- If a Provider determines that a Participant (Mutual Obligation) or Disability Support Pension Recipient (Compulsory Requirements) is not meeting the requirement of Meaningful Engagement, the Job Plan must be updated with detailed requirements.
 - The compulsory requirement of ‘Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment’ must be removed.
 - The Job Plan must list the Participant’s compulsory requirements individually, including appointments and any other activities that the Participant needs to comply with. The Job Plan may also contain additional, voluntary activities agreed to by the Provider and Participant.
- The Job Plans of Participants (Voluntary) must include the voluntary requirement to ‘Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment’. The Job Plan also includes the Services offered by the Provider and list voluntary planned engagements against which the Provider will assess Meaningful Engagement.

Job Plans also contain terms that reflect the type of support Participants receive:

- For Participants in the Intensive Service, the Job Plan will include appointments and a mix of activities. These may be voluntary, or compulsory if utilising detailed requirements.
- For Participants in the Flexible Service, the Job Plan will specify the frequency of appointments agreed between the Provider and Participant. These may be voluntary, or compulsory if utilising detailed requirements.
- For Participants receiving Post Placement Support or Ongoing Support, the Job Plan will capture details of their Employment and specify the frequency of contact agreed between the Provider and Participant. These may be voluntary, or compulsory if utilising detailed requirements.

2.7. Period of Registration and Period of Service

A Provider must provide Services to a Participant for the duration of their Period of Registration.

A Participant’s Period of Registration with a Provider:

- begins on Commencement with the Provider
- halts if a Participant is Suspended (see Section 2.8 Suspensions and Exits), and
- ends when the Participant is:
 - transferred to another Provider (see below); or
 - Exited from the new program (see Section 2.8 Suspensions and Exits).

A Participant’s Period of Service:

- begins on Commencement in the program

- halts if a Participant is Suspended (see Section 2.8 Suspensions and Exits), and
- ends when the Participant is Exited from the new program (see Section 2.8 Suspensions and Exits).

For the avoidance of doubt, the Period of Registration and Period of Service includes pre-employment service arrangements (Intensive Service, including the Work Preparation and/or Job Search phases) and in-employment service arrangements (Post Placement Support or Ongoing Support).

Transfers during a Period of Service

During the Period of Service, a Participant may be transferred between Providers or between a Provider's Sites for a variety of reasons.

A transfer between Providers may occur:

- if the Participant moves to a new location
- if the Participant initiates the transfer, for any reason
- when the relationship between a Participant and Provider has broken down, or
- at the discretion of the department.

If a Participant changes address and their Provider operates a Site in the new location that is accessible to the Participant and provides the same Services (Generalist or Specialist) as their current location, the Provider must continue to provide Services to the Participant at the new Site, regardless of the Provider's market share limits.

If a Participant changes their residential address and can no longer be serviced by their current Provider, or chooses to be serviced by a new Provider, they will be given the opportunity to choose a new Provider or, if they do not choose, will be allocated to a new Provider (see Section 2.3 Provider's caseload).

A Participant may choose to change Providers without needing to provide justification.

Where the Provider and the Participant are unable to achieve or maintain a reasonable and constructive service relationship, the Participant can be transferred to a new Provider subject to the department's agreement. Requests for such transfers can be made by Participants or Providers. If initiated by the Provider, the department will consider the request based on the evidence provided.

Movements during a Period of Registration

Movement between the Intensive and Flexible Service

All decisions about movement between the service offers will be made by a Provider in close consultation with each Participant.

The Provider and the Participant will consider the Participant's current capacity to participate in the program, what is the most appropriate Service at a point in time, and how the Participant can best be supported to achieve quality and sustainable employment.

Where a Provider has assisted a Participant to undertake an approved activity that is meeting the majority of their participation requirements or connected the Participant with a longer term non-vocational intervention, the Provider may consider moving the Participant to the Flexible Service until the approved activity or non-vocational intervention has been completed.

A Participant may also move from the Intensive Service to the Flexible Service if they have a change in personal and/or family circumstances that means they are unable to continue to engage in the Intensive Service for a period of time. This arrangement would be available to a Participant who is temporarily unable to participate in the Intensive Service but wishes to have some ongoing, active engagement in the program.

A Participant would step up from the Flexible Service to the Intensive Service when they are ready to participate more fully in the program.

Movement between the Work Preparation and Job Search phases

All decisions about movement between these phases of pre-employment support will be made by a Provider in close consultation with each Participant.

A Participant should move from the Work Preparation to the Job Search phase as they become more job ready.

Movement from Job Search to Work Preparation may also be appropriate where a Participant has a change in circumstances that means they require a greater focus on preparing for employment for a time, rather than intensive job search and work readiness activities.

Movement between Post Placement Support and Ongoing Support, and between levels of Ongoing Support

As noted in Section 2.5 (Ongoing Support), Providers should consider the movement of Participants from Post Placement Support into Ongoing Support:

- as a Participant approaches the 26-week Employment Outcome, or
- if the circumstances of a Participant in Post Placement Support change at any point between the 26 and 52-week Employment Outcomes and they subsequently require Ongoing Support.

If the Participant no longer needs Ongoing Support, or chooses not to receive Ongoing Support, between the 26 and 52-week Employment Outcomes, the Provider should move the Participant into Post Placement Support. Note that this does not apply for Ongoing Support (Work Assist) Participants, who instead will be Exited if Ongoing Support is no longer required.

If a Participant in Ongoing Support, including Ongoing Support (Work Assist) Participants, requires additional assistance, the Provider must refer the Participant for an OSA Review (see Section 2.5 (Ongoing Support)).

Transfer of Participants fully meeting their Mutual Obligation Requirements to Services Australia

Participants (Mutual Obligation) who are receiving pre-employment assistance (Intensive or Flexible Services) and fully meeting their Mutual Obligation Requirements for 13-weeks or more will receive a notification that they may choose to leave the new program and instead be managed by Services Australia.

Once notified:

- Participants who decide to stay connected to the new program will continue to receive Services as a Participant (Voluntary), and
- Participants who decide not to stay connected will be Exited (see Section 2.8 Suspensions and Exits) and:
 - enter into a Job Plan with Services Australia, and
 - report on their Mutual Obligation Requirements to Services Australia.

Reassessment of eligibility during a Period of Service

If during a Participant's Period of Service, the Participant's individual circumstances change (or the Participant discloses information) such that the Participant's work capacity is likely to significantly change or the recommended service in an ESAt or JCA is no longer appropriate, the Provider must

arrange for a Change of Circumstances Assessment to be conducted by Services Australia Assessment Services.

If the Change of Circumstances Assessment indicates the Participant should no longer receive Services under the new program, the Provider must arrange for the Participant to be Exited from the new program (see Section 2.8 Suspensions and Exits).

2.8. Suspensions and Exits

During a Participant's Period of Service, there may be times when a Participant is subject to a Suspension. If a Provider considers a Participant (Mutual Obligation) or Disability Support Pension Recipient (Compulsory Requirements) may need a Suspension from participating in the new program, they should direct the Participant to Services Australia to test their eligibility for an Exemption.

A Participant may also be Exited at any time during their Period of Service.

The department's IT system will identify if a Participant has been Suspended or Exited.

A Participant may be Suspended where:

- Services Australia notifies the Provider that a Participant (Mutual Obligation) or Disability Support Pension Recipient (Compulsory Requirements) has an Exemption from their participation requirements, and the Participant does not volunteer for Services
- Services Australia notifies the Provider that a Participant (Mutual Obligation) is fully meeting their participation requirements, and the Participant does not volunteer for Services
- the Provider identifies, or is notified by Services Australia, that a Participant has temporary reduced work capacity of less than 15 hours per week, and the Participant does not volunteer for Services
- the Provider identifies that a Participant (Voluntary) faces a situation that affects their ability to participate for a period of time, or
- the Provider identifies that a Participant (Voluntary) is not meaningfully participating in Services.

A Participant will remain Suspended until (as applicable):

- Services Australia notifies the Provider that the Suspension it granted is lifted
- the Provider determines that a Participant is able to participate in Services — this may include participation as a Participant (Voluntary), or
- a Participant (Voluntary) advises the Provider that they wish to resume participating in Services.

Participants may Exit the Service for a number of reasons, including where the Participant:

- has a Change of Circumstance Assessment, ESAt or JCA that determines that the new program is no longer an appropriate service for them
- stops receiving Income Support Payments and does not volunteer for Services
- is a Disability Support Pension Recipient (Compulsory Requirements) who is longer has participation requirements and does not volunteer for Services
- has achieved a 26-week Employment Outcome and is no longer in Employment
- has achieved a 52-week Employment Outcome and does not need Ongoing Support
- no longer requires Ongoing Support, or
- is a Participant (Voluntary) not on Income Support Payments or an Income Support Payments recipient without participation requirements who:
 - fails to attend 3 consecutively scheduled appointments for an Initial Interview
 - advises their Provider that they do not wish to continue to receive Services
 - the Provider determines is not meaningfully participating in the program
 - has been Suspended for 6-months
 - starts receiving Income Support Payments with participation requirements, or
 - starts to have participation requirements as a condition of their Income Support Payments.

Exits may be triggered automatically by the department's IT system or manually by the Provider. If possible, a Provider must discuss the reason for the Exit with the Participant.

Management during a Suspension

Where a Participant is Suspended and does not volunteer to participate in Services, the Provider should cease providing Services to the Participant until the Suspension is lifted.

If a Participant who is Suspended has decided to voluntarily participate in the Services while Suspended, the Provider must record on the department's IT system that the Participant is participating as a Participant (Voluntary). The Provider must update the Participant's Job Plan accordingly, noting that the Flexible Service is likely to be appropriate for these Participants.

If the Provider identifies, or is notified by Services Australia, that a Participant (Voluntary) has ceased to fully meet their Mutual Obligation Requirements, the Provider must record on the Department's IT Systems that the Participant is participating as a Participant (Mutual Obligation).

Following a period of Suspension, the Provider must hold a Re-engagement Appointment to reconnect with the Participant and update the Participant's Job Plan accordingly (see Section 2.4 Engagement with Participants and Section 2.6 Job Plans).

Management of Participants (Voluntary)

If a Participant (Voluntary) does not attend activities or appointments with a Provider and has not advised that they wish to cease receiving Services, the Provider must try to contact the Participant.

If the Provider's attempts to contact the Participant are not successful, the Provider should Suspend the Participant and continue to make reasonable attempts to contact them.

Effect of Exits

Where a Participant is Exited, the Provider must cease providing Services.

If a Participant returns to Services less than 13 Consecutive Weeks after the date of the Exit, the Provider must immediately resume providing Services to the Participant.

Participants can receive multiple Periods of Service but will require a valid ESAt or JCA at the start of each period (unless ESAt or JCA exempt).

A Participant may also return to Services as an Ongoing Support (Work Assist) Participant or Participant (Voluntary).

2.9. Participation requirements and compliance

As noted in Section 2.2 (Overview of Services under the new program) and Section 2.4 (Engagement with Participants), Providers have a key role in assisting Participants to understand and meet their Mutual Obligation Requirements or Compulsory Participation Requirements while participating in Services.

In the new program, Participants will have flexibility and choice, working with their Provider, as to how they meet their participation requirements.

Providers must actively monitor and manage Mutual Obligation Requirements for each Participant (Mutual Obligation) and Compulsory Participation Requirements for each Disability Support Pension Recipient (Compulsory Requirements).

Participants receiving the following Income Support Payments have Mutual Obligation Requirements:

- JobSeeker Payment
- Youth Allowance (Other)
- Parenting Payment (Single), after their youngest child turns 14, and
- Special Benefit (Nominated Visa Holders).

Participants receiving the Disability Support Pension will have Compulsory Participation Requirements if they:

- are aged less than 35 years, and
- have an assessed Future Work Capacity of 8 or more hours work per week.

Where the Provider determines that the Participant is not meeting their participation requirements, the Provider must respond with the appropriate action/s:

- Where the Participant's Job Plan includes the compulsory requirement is to 'Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment', and the Participant is not meeting this Meaningful Engagement requirement, the Provider should first seek to discuss with the Participant that they have identified a pattern of disengagement and take steps to try and increase overall engagement levels. Once the Provider has evidence of a failure to meet the Meaningful Engagement requirement, the Provider has discretion to determine whether to change to more detailed requirements in the Job Plan.
- If a Provider is unable to contact a Participant to discuss failure to meet the Meaningful Engagement requirement, having taken reasonable steps to do so, the Provider may take the appropriate actions for a Mutual Obligation Failure or non-compliance for Disability Support Pension Recipient (Compulsory Requirements) and Participants undertaking a Program of Support.
- Once the Participant has a Job Plan with compulsory activities as part of detailed requirements, the Participant may be subject to compliance actions for each failure to attend an appointment or activity.
- A participant with the Meaningful Engagement requirement or detailed requirements may also be subject to compliance actions as a result of failure to enter into a Job Plan and serious failures under the Targeted Compliance Framework (i.e. Work Refusal Failures or Unemployment Failures).

Following an incident of non-compliance by a Participant (Mutual Obligation) or Disability Support Pension Recipient (Compulsory Requirements), a Provider must hold a Re-engagement Appointment.

A Provider may be required to set an appropriate Reconnection Requirement for a Participant, as per Social Security Law. A Reconnection Requirement is what a Participant must do to prevent their Income Support Payment from being suspended or to restore their payment.

For the avoidance of doubt, Services Australia is responsible under Social Security Law for reviewing Participant's non-compliance and making decisions about any consequences to their Income Support Payment.

Providers should also be aware of the participation requirements of Participants undertaking a Program of Support.

Requirements for Participants (Mutual Obligation)

Under Social Security Law, generally people receiving Income Support Payments with Mutual Obligation Requirements must show that they are looking for work and are participating in a range of tasks and activities that will help them to build their employability and/or to find a job to continue to receive their Income Support Payment, unless Services Australia has granted the Participant an Exemption from these requirements.

A Participant (Mutual Obligation) must:

- agree to a Job Plan (see Section 2.6 Job Plans), and
- meet the requirements of their Job Plan.

There are adjustments to requirements if a Participant is:

- a principal carer, or
- aged 55 or older.

Penalties may apply under the Targeted Compliance Framework if a Participant (Mutual Obligation) fails to meet their requirements.

For Participants (Mutual Obligation), a Provider must ensure that the Participant understands:

- that they can meet their requirements if they 'Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment'
- the consequences if they are not meaningfully participating in the program
- their personal responsibility to self-report participation against their Mutual Obligation Requirements (unless the Participant is assessed as not being capable of self-reporting)
- the circumstances in which a Mutual Obligation Failure, Work Refusal Failure, Unemployment Failure and failure to meet a Reconnection Requirement can occur, and
- the consequences for the Participant's Income Support Payment for persistently committing Mutual Obligation Failures or committing a Work Refusal Failure or Unemployment Failure without a Valid Reason.

Personal responsibility and self-reporting

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

If the Provider assesses the Participant as not capable of self-reporting, the Provider must record for the Participant their participation in engagements recorded in their Job Plan.

A Participant's attendance at appointments and activities must be entered in the department's IT Systems by close of business on the day the appointment or activity was scheduled.

Targeted Compliance Framework

It is essential that each Provider's personnel are trained and understand the Targeted Compliance Framework.

The Targeted Compliance Framework applies for Participants (Mutual Obligation).

Under the Targeted Compliance Framework, a Participant (Mutual Obligation) may have their Income Support Payment suspended, reduced or cancelled if they fail to enter into a Job Plan or they commit a:

- Mutual Obligation Failure (i.e., fails to comply with mandatory requirements which are in a detailed Job Plan such as attending appointments, undertaking activities, or taking action to gain employment)
- Work Refusal Failure (i.e., refuses to accept an offer of suitable employment), or
- Unemployment Failure (i.e., becomes unemployed because of a voluntary act (except a reasonable act) or misconduct).

Participants can receive a demerit for each Mutual Obligation Failure if they do not have an Acceptable Reason or Valid Reason for being unable to meet the requirement. Accrual of demerits identifies if a Participant has persistently committed Mutual Obligation Failures.

Participants progress through the three zones of the Targeted Compliance Framework as they incur demerits:

- Green Zone (no demerits)
- Warning Zone (1 to 5 demerits) - Participant's income support may be suspended
- Penalty Zone - Participants may lose part or all of their payments.

Some missed obligations or situations are 'fast-track' failures which move the Participant's demerit count straight to 3 or 5 demerits. Fast-track failures include a Participant not acting on a job referral set by their Provider, not attending a job interview scheduled by their Provider, or behaving inappropriately at a job interview.

Both the Provider and Participant (Mutual Obligation) can track any demerits applied. Each demerit expires after 6 months.

The Targeted Compliance Framework includes checks to make sure that requirements in a Participant's Job Plan are reasonable. This includes the Participant attending:

- a Capability Interview with the Provider when they accrue 3 demerits, and
- a Capability Assessment with Services Australia when they accrue 5 demerits.

If the Capability Assessment finds that the requirements in a Participant's Job Plan are appropriate to the Participant's needs and capabilities, the Participant enters the Penalty Zone. There are no demerits in the Penalty Zone.

Services Australia may cancel a Participant's Income Support Payments following a third failure in the Penalty Zone. If a Participant's payments are cancelled, the Participant cannot re-apply for income support for 4 weeks. This preclusion period can be averted where the Participant is vulnerable and likely to experience severe hardship because of the preclusion period.

If a Participant meets their requirements for 3 months while in the Penalty Zone, they return to the Green Zone.

For a Work Refusal Failure, a Participant (Mutual Obligation) will have their Income Support Payment suspended until a Reconnection Requirement is met. The Income Support Payment may then be back paid.

For an Unemployment Failure, no Income Support Payment will be paid to the Participant (Mutual Obligation) for either 4 weeks.

Compliance actions - Mutual Obligation Failures

For the avoidance of doubt, if a Participant (Mutual Obligation) fails to 'Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment', this is not considered to be a Mutual Obligation Failure. However, should this occur, the Provider will change the Job Plan such that it no longer records a participant's activity of meaningful participation, and instead outlines a participant's individual mandatory requirements for the purpose of monitoring and reporting the participant against the Targeted Compliance Framework.

Should a Participant (Mutual Obligation) have a Job Plan that lists mandatory requirements individually, and fail to attend, or be punctual for, scheduled appointments or activities in their Job Plan, this may result in a Mutual Obligation Failure. A Participant (Mutual Obligation) will also commit a Mutual Obligation Failure if they fail to comply with any other requirement in their Job Plan or any notified requirement, including:

- failure to:
 - attend and participate appropriately at a job interview, or
 - act on a job referral or job opportunity when requested to do so by their Provider, or

- intentionally acting in a manner that could reasonably foreseeably result in an offer of paid work not being made to them.

If a Participant notifies the Provider, before the scheduled start time for a requirement, that they are unable to comply with their requirement, the Provider must then assess whether the Participant's reason for being unable to comply is an Acceptable Reason.

If the Provider becomes aware that a Participant (Mutual Obligation) has apparently committed a Mutual Obligation Failure, the Provider must attempt to contact the Participant on the same business day and:

- if there is contact, discuss the circumstances of the apparent Mutual Obligation Failure and assess if the Participant has a Valid Reason, or
- if the contact was unsuccessful, immediately impose a Reconnection Requirement.

If the Participant is in the Penalty Zone when the failure occurs, the Mutual Obligation Failure will also be automatically referred to Services Australia. The Provider must create a Non-compliance report and submit it to Services Australia by close of business on the day of the failure/apparent failure. Services Australia will determine whether to apply a financial penalty.

If the Provider determines a Participant (Mutual Obligation) has provided an Acceptable Reason or Valid Reason, the Provider must record this assessment on the department's IT systems and retain any related documentary evidence.

If the Participant did not have an Acceptable Reason or Valid Reason, the Provider must schedule a Reconnection Requirement for the Participant within 5 business days of the failure. In the instance of an apparent failure, where the Provider has not been successful at contacting the Participant (Mutual Obligation), the Provider must not arrange or deliver the Reconnection Requirement within 2 business days of the apparent failure.

The Reconnection Requirement for a failed requirement will generally be a Re-engagement Appointment or attending an activity. Where the Participant (Mutual Obligation) has 3 demerits, the Reconnection Requirement will be a Capability Interview.

Compliance actions - Work Refusal Failures or Unemployment Failures

If a Participant (Mutual Obligation) fails to accept suitable work or leaves suitable work by choice or due to misconduct, they may have committed a 'serious failure'.

A Participant (Mutual Obligation) commits a Work Refusal Failure when they refuse or fail to accept an offer of suitable Employment.

A Participant (Mutual Obligation) commits an Unemployment Failure when they become unemployed either:

- as a direct or indirect result of a voluntary act (unless Services Australia is satisfied that the voluntary act was reasonable), or
- as a result of their misconduct as an employee.

If the Provider becomes aware that a Participant (Mutual Obligation) has apparently committed a Work Refusal Failure, the Provider must:

- attempt to contact the Participant on the same business day, and:
 - if there is contact, discuss the circumstances of the apparent Work Refusal Failure (including any reason why the employment offered may not be suitable for the Participant) and assess if the Participant has a Valid Reason, or
 - if the contact was unsuccessful, report they were unable to contact the Participant so that the Participant will then receive a notification advising them to contact their Provider; and
- create and finalise a Work Refusal Failure report within 10 business days of the failure or apparent failure and record details and outcomes required in the department's IT system.

If the Provider becomes aware that a Participant (Mutual Obligation) has apparently committed an Unemployment Failure, the Provider must:

- attempt to contact the Participant on the same business day to discuss the apparent Unemployment Failure
- schedule an appointment to occur within 10 business days of the failure or apparent failure, if an appointment is not already scheduled to occur within this time period, and
- create and finalise an Unemployment Failure report within 20 business days of the failure or apparent failure and record details and outcomes required in the department's IT system.

The Provider must provide detailed information about serious failures, using the Work Refusal Failure or Unemployment Failure report, so that Services Australia can make an informed decision about whether the Participant's Income Support Payment should be cancelled.

Requirements for Disability Support Pension Recipients (Compulsory Requirements)

Under Social Security Law, generally people receiving the Disability Support Pension with Compulsory Participation Requirements must show that they are participating in a range of tasks and activities that will help them to prepare for and find work in order to continue to receive their Income Support Payment, unless Services Australia has granted the Participant an Exemption from these

requirements. These requirements are flexible. In most cases, connection to employment services is the Compulsory Participation Requirement.

A Disability Support Pension Recipient (Compulsory Requirements) must:

- agree to a Job Plan (see Section 2.6 Job Plans)
- participate in accordance with their Job Plan, and
- where applicable, meet their Program of Support requirements.

For Disability Support Pension Recipients (Compulsory Requirements), a Provider must ensure that the Participant understands:

- that they can meet their requirements if they 'Participate meaningfully in the program by engaging with the Provider to prepare for, seek or maintain employment'
- the consequences if they are not meaningfully participating in the program
- the circumstances in which they can be found non-compliant with their requirements, and
- the consequences for the Participant's Income Support Payment for non-compliance.

If a Disability Support Pension Recipient (Compulsory Requirements) is to be Exited, the Participant may first need to have a Participation Plan in place with Services Australia.

Non-compliance with compulsory participation requirements

For the avoidance of doubt, the Targeted Compliance Framework does not apply to Disability Support Pension Recipients (Compulsory Requirements).

Where the Provider becomes aware that any Disability Support Pension Recipient (Compulsory Requirements) has failed to comply with one or more of their requirements, the Provider must attempt to contact the Participant on the same business day of becoming aware of the failure to comply, and:

- if there is contact, discuss the circumstances of the apparent non-compliance and assess if the Participant has a Valid Reason or if the non-compliance should be reported to Services Australia, or
- if the contact was unsuccessful, determine if any further action should be taken.

If the Provider determines that the non-compliance should be reported to Services Australia, the Provider must create and finalise a Disability Support Pension Activity Report within 10 business days of the failure/apparent failure and record details and outcomes required in the department's IT system. Services Australia will determine what impact, if any, there be as a result of the non-compliance.

In some circumstances, the Disability Support Pension Recipient (Compulsory Requirements) may be Exited if they are wilfully non-compliant.

Participants undertaking a Program of Support as part of their Disability Support Pension claim

A Program of Support may be used by Services Australia to determine if a person is eligible for the Disability Support Pension under the Social Security Law. A Participant will have been notified by Services Australia if their Disability Support Pension claim cannot be finalised until they undertake a Program of Support.

A Participant receiving Services to satisfy Program of Support requirements as part of the Disability Support Pension claim process are not subject to compliance actions but may jeopardise their eligibility for the Disability Support Pension if they fail to participate.

For the avoidance of doubt, most Disability Support Pension Recipient (Compulsory Requirements) also have Program of Support requirements. Participation in the new program meets both Program of Support requirements and Compulsory Participation Requirements.

2.10. Meeting Employer needs

As noted in Section 2.2 (Overview of Services under the new program), Providers will:

- build strong relationships with Employers and broker employment opportunities for Participants
- offer support and training to help Employers provide safe and productive workplaces for employees with disability, and
- help Employers including arranging financial assistance through Wage Subsidies, the Supported Wage System and Employment Assistance Fund, where relevant.

Providers engagement with Employers will include:

- guidance on job design — assisting Employers to design jobs that incorporate the necessary flexibilities to successfully employ people with disability
- guidance on job carving — analysing work duties in a given job and identifying tasks that could be performed by an employee with disability
- identifying Vacancies and other Employment pathways for Participants
- referral of the most suitable Participants to Vacancies
- preparing Participants to meet Employers' skills needs through development or referral to activities
- where appropriate, management of paid work experience placements that allow Employers to see if a Participant will be a good fit for their business

- where appropriate, information on and management of Wage Subsidies that reduce the costs incurred in respect of hiring a Participant
- where appropriate, information on and organising access to funding for reasonable workplace modifications/adjustments through the Employment Assistance Fund
- guidance on employee retention strategies — assisting Employers to effectively onboard people with disability and reduce turnover, and
- guidance on creating accessible and inclusive workplaces — assisting Employers to manage employees with disability and access disability training for their workplace.

Providers will work with Employers in the locations in which they deliver Services in order to understand their recruitment needs and fill Vacancies. This includes Vacancy management (see below) and support for individual Participants and Employers to maintain Employment for people with disability as part of Post Placement Support and Ongoing Support.

Providers will canvass and approach Employers in the locations in which they deliver Services in order to source suitable Vacancies for their Participants. This includes undertaking activities to promote and market the abilities of individual Participants to Employers. Providers will invest in the creation of quality job opportunities for Participants by building Employer confidence and capability to employ people with disability.

As noted in Section 2.3 (Overview of Services for the new program), Providers must also work collaboratively with other Providers, providers of other services, community organisations, including National Disability Recruitment Coordinators (NDRC) and other local stakeholders, in order to provide culturally appropriate, complementary wrap around supports for Participants and create Employment pathways for Participants.

Providers will need to ensure they match employees to an Employer and respect the cultural safety requirements of that Employer. Employers may have employees who come from a variety of backgrounds where an understanding of the cultural needs of others ensures workplace harmony. In some ESAs, there may be several organisations that are First Nations entities, where a demonstration of cultural safety may be a pre-requisite of working in the organisation. Providers will need to assess, on a case-by-case basis, an Employer's requirements for cultural safety in the workplace and ensure an employee understands these requirements and any training on these issues are provided by either the Provider or the Employer.

Vacancy Management

Providers will inform Participants of appropriate Vacancies, which may or may not have been advertised. Providers must ensure that Participants (Mutual Obligation) understand the implications of failure to act on a job referral (see Section 2.9 Participant requirements and compliance).

Providers must ensure every Vacancy they source, and place a Participant into, is lodged on the Department's IT systems.

Providers need to ensure that any Vacancies sourced or filled are for work carried out in a safe manner and adhere to applicable Commonwealth, state or territory legislation, including relevant WHS Laws, and any applicable Modern Award or the National Minimum Wage.

National Disability Recruitment Coordinator

National Disability Recruitment Coordinators (NDRC) work with Employers to develop an Employer Agreement, committing the Employer to increase their recruitment of people with disability. Once Employers make a commitment to work with the NDRC, the NDRC helps the Employer to implement practices to employ people with disability as well as training staff in working with employees with disability.

The NDRC disseminates information about the Employer's Vacancies to Providers who deliver Services in the area where the jobs are located. Providers must quickly identify and refer suitable Participants to Vacancies identified by the NDRC.

The NDRC also share likely employment opportunities with Providers and deliver localised training for Providers on emerging disability employment trends in industries and markets.

Financial assistance

Wage Subsidies

Providers can offer financial assistance to a prospective Employer in the form of a flexible Wage Subsidy that will be available under the new program. The new program's Wage Subsidy will be available for Job Placements that are likely to result in ongoing, sustainable Employment of at least 8 hours per week. Participants will be eligible if they have been in employment services (including disability employment services) for at least 6 months.

Wage subsidies can be an appropriate tool to help build Participant confidence and offset initial hiring costs, which reduces the risk to the Employer in offering a job opportunity.

Providers can negotiate a wage subsidy for a Participant with respect to the first 26 weeks of a Job Placement that will track towards an Employment Outcome. As a result, eligibility for a wage subsidy is linked to a Participant's Employment Benchmark and will need to meet the hours for a partial Employment Outcome at a minimum. For example, a Participant with an Employment Benchmark of 30 hours would be eligible for a wage subsidy for employment averaging 20 hours per week or more. They would not be eligible for a wage subsidy for 8 or 15 hours per week.

Providers must decide if they will offer the Wage Subsidy to an eligible Employer. A Provider may choose not to offer the Wage Subsidy to an Employer even if all eligibility requirements are met.

Where a Wage Subsidy is offered, all parties must enter into a Wage Subsidy agreement that outlines the terms and conditions of the Wage Subsidy. Providers are expected to commence negotiating a wage subsidy agreement with an eligible Employer prior to the start of the Job Placement.

The value of the Wage Subsidy is the lesser amount of the wages actually paid to the Participant, and the maximum Wage Subsidy value agreed with the Employer.

For the avoidance of doubt, the maximum value of the Wage Subsidy must not exceed the gross wages actually paid to the Participant.

The maximum value will depend on the number of hours of Employment that the Employer agrees to offer, with:

- up to \$3,000 for Wage Subsidy placements that average 8 hours per week
- up to \$5,000 for Wage Subsidy placements that average 15 hours per week
- up to \$7,500 for Wage Subsidy placements that average 20 hours per week
- up to \$10,000 for Wage Subsidy placements that average 30 hours per week, or
- up to \$10,000 for Wage Subsidy placements that average 20 hours per week if the Participant is aged under 25 years.

The maximum value may reduce if the Wage Subsidy placement does not meet the full duration.

If a Participant works the agreed average number of hours per week over the full 26-week subsidised period, the Provider must pay the agreed Wage Subsidy value.

- If a Participant works at least 6 weeks in a Wage Subsidy placement, a partial payment will be paid equal to the proportion of the subsidised period and average hours per week worked.
- If a Wage Subsidy placement lasts less than 6 weeks, no payments will be made.

Wage Subsidies are available for Participants with a Future Work Capacity of 0-7 hours per week at the 8-hour per week value (maximum \$3,000), if Employment is offered at an intended level of 8 hours per week on average. Should the intended 8 hour per week average not be met, but a minimum 5 hours per week average employment is realised, the full Wage Subsidy can still be paid for Participants with a Future Work Capacity of 0-7 hours per week. Like other Wage Subsidies, employment placements that do not last the full 26-week subsidised period will attract a partial payment if they last a minimum of 6 weeks.

Providers must arrange for payment of the Wage Subsidy from their own funds and then submit a claim for reimbursement in accordance with Deed and guideline requirements. The department has

no obligation to reimburse the Provider for a Wage Subsidy where the Provider has failed to make a claim for reimbursement.

Providers may be required to continue a Wage Subsidy that was agreed for a Transferred Participant.

The department will monitor Providers' use and reimbursement of Wage Subsidies and incidents of misuse or misappropriation may be subject to the *Criminal Code Act 1995* (Cth).

Supported Wage System

The Supported Wage System is an industrial relations mechanism that enables Employers to pay a productivity-based wage to people whose work productivity is reduced as a result of disability. Under the Supported Wage System, an eligible employee is entitled to a percentage of the relevant pay rate in the applicable Modern Award (i.e. the Supported Employment Services Award) or the National Minimum Wage, depending on their assessed work capacity.

Providers may assist or act on behalf of an Employer to make an application in respect of the Supported Wage System.

Once an application has been submitted, an NPA Provider will carry out a Supported Wage assessment.

During the assessment process, a Provider may be involved in providing on-the-job support for the employee whose productivity is to be assessed. In practice, the assessment may instead draw upon work already done by the Provider to identify and record the key tasks of the Job Placement.

Employment Assistance Fund

The Employment Assistance Fund provides financial assistance for work-related modifications and services for eligible people with disability or health conditions who are looking for work, about to start a job, are self-employed, or who are currently working, as well as to Employers of eligible employees with disability.

Providers may assist or act on behalf of a Participant or Employer. The Employment Assistance Fund can be accessed through the JobAccess [website \(https://www.jobaccess.gov.au/employment-assistance-fund-eaf\)](https://www.jobaccess.gov.au/employment-assistance-fund-eaf).

The Employment Assistance Fund is available through JobAccess and may reimburse the cost of work-related modifications and services, including:

- the cost of modifications to the physical work environment and work vehicles
- adaptive equipment for the workplace
- information and communication devices

- Auslan interpreting services
- assistance for co-workers to learn sign language
- specialist services for employees with specific learning disorders and mental health conditions
- disability and deafness awareness training, and
- mental health awareness training.

Where required, a Workplace Modification Assessment may be undertaken to assess the application for the Employment Assistance Fund. These assessments:

- identify the work requirements, work environment, nature of the Participant's disability and barriers to performing work tasks as a result of the Participant's disability
- conduct research into available modifications that will be suitable to respond to the identified barriers, and
- discuss and recommend with the Employer and Participant the potential modifications which are available to improve access to work and work productivity.

Workplace Modification Assessments are undertaken free of charge by NPA Providers.

2.11. Payments to Providers

For the new program, the department will make the following Payments to Providers (where the Provider is entitled to the Payment):

- Service Fees
- Progress Fees
- Outcome Fees
- the Moderate Intellectual Disability Payment, and
- Ongoing Support Fees.

The Participant Investment Funding Model (see below), with associated Funding Levels, applies to Service Fees and Outcome Fees. Under the Participant Investment Funding Model, more funding is available to support Participants who have multiple or complex barriers to Employment.

Providers will only be entitled to receive a Fee from the department where the requirements for payment of that Fee have been met. If the department determines that the requirements to qualify for payment have not been met, the department has absolute discretion to recover some, or all of the Fees paid.

Providers will need to meet Documentary Evidence requirements for payment claims.

Providers may be required to supply Documentary Evidence at the time of making the relevant claim for a payment through the Department's IT systems or when requested by the department within 5 business days.

The department may contact Employers, Participants or any relevant parties to verify Documentary Evidence supplied by a Provider.

The department may take actions to recover some or all of claimed payments in the event of overpayment, double payments, failure to meet the requirements for a payment, supply complete and accurate Documentary Evidence or instances of fraud.

Participant Investment Funding Model

The Participant Investment Funding Model will have 5 Funding Levels that Participants (excluding Ongoing Support (Work Assist) Participants) will be assigned to, with level 1 being the lowest funding level and level 5 the highest.

A Participant's Funding Level will be determined by a number of factors, including:

- labour market data
- demographic characteristics, as captured by the Job Seeker Classification Instrument (JSCI)
- disability type, as captured by the ESAt or JCA, and
- other relevant statistical data.

The department will periodically recalibrate the Participant Investment Funding Model, where appropriate, to reflect changes in the relative likelihoods of employment on which payments are based. Adjustments to the model will be based on data collected by the Australian Bureau of Statistics (ABS), Services Australia and the Department of Employment and Workplace Relations (DEWR). Data from other relevant sources may also be incorporated into the adjustment process.

Service Fees

The Service Fees for the new program aim to ensure Participants are supported with quality person-centred case management that invests in building their skills and work readiness — while receiving pre-employment assistance (i.e. the Work Preparation and Job Search phases).

Service Fees proposed for the new program are specified in Table 1.

There will be five levels of Service Fees for those in the Intensive Stream, as determined by the Participant Investment Funding Model. The higher levels of funding recognise that greater investment will be required to support them to prepare for and find work.

The Flexible Service will have one flat fee, in line with the less intensive support needed.

Service Fees will be payable monthly (28 days) in arrears, rather than the current arrangement of quarterly in advance, to help simplify arrangements for Providers and reduce the need to recover payments if circumstances change.

Payments will be made automatically through the Department’s IT systems for each eligible Participant in the Work Preparation or Job Search phases receiving Intensive or Flexible Services.

Payments will be pro-rated based on the number of days serviced each month. If a Participant is Exited or transfers to another Provider or is placed into the Post Placement Support phase, the Provider will receive a Service Fee based on the number of days between the previous payment and the current payment, i.e. the amounts will be paid for each day of servicing in the Pre-Employment Support.

Table 1 Service Fees* (GST inclusive)

Service Offer	Funding Level				
	1	2	3	4	5
Intensive Service	\$268	\$307	\$357	\$458	\$522
Flexible Service	\$102	\$102	\$102	\$102	\$102

*Indicative payment amounts

Progress Fees

Progress Fees will be introduced to recognise improvements to Participant’s work readiness and progress towards Employment through the provision of Services under the new program.

Progress Fees proposed for the new program are specified in Table 2.

The Progress Fee recognises that there are various steps individual Participants may take to move closer to sustainable Employment including:

- achievement of 4-weeks of Employment
- completion of paid work experience, including shorter jobs that may be non-ongoing and work in a social enterprise
- attainment of a Certificate II, where the Participant does not already hold a year 12 or equivalent qualification. Otherwise, attainment or participation in a Certificate III or higher qualification, and
- undertaking an approved activity that builds work readiness.

Up to 2 Progress Fees may be claimed for a Participant in any 12 month period. Only one of the 2 payments can be claimed for education and training. Providers will need to have any Documentary Evidence required to support each claim.

Providers will not be able to claim multiple Progress Fees linked to the same job (i.e. for voluntary work, Observational Work Experience, paid work experience, and/or for 4 weeks Employment with the same Employer).

Table 2 Progress Fees* (GST inclusive)

Fee* (\$ GST inc.)	
Amount per instance	\$1,000

*Indicative payment amounts

Progress Fees for Employment and paid work experience

A Progress Fee based on Employment may be claimed for achievement of 4-weeks Employment, with or without an Anchor Date set for an Employment Outcome.

Providers may be able to claim a Progress Payment for Job Placements that will not qualify for an Employment Outcome, provided all other requirements to claim the Progress Fee are met. This recognises the role that placements (such as non-ongoing or seasonal work) play in building sustainable employment.

A Progress Fee claimed for Employment or paid work experience is not subject to meeting Employment Benchmarks (a requirement for claiming Outcome Fees), but the work must be for least 24 hours across a continuous 4-week period and must be paid at the relevant award or Enterprise Agreement rate in open employment.

If the position is in a social enterprise, the social enterprise must be registered with Social Traders Australia or People and Planet First, must not be for work in an Australian Disability Enterprise, and must operate on a commercial basis.

If the position is paid under the Supported Wage System (SWS), this will not preclude a claim for a Progress Fee, provided all other requirements to claim the Progress Fee are met.

If the Employment or paid work experience leads to sustainable, ongoing Employment, and also meets Outcome Fee claim requirements, the 4-weeks of work can be counted towards a 12-week outcome as well as qualify for the Progress Fee.

Progress Fees for undertaking education and training

A Progress Fee based on accredited education and training may be claimed where:

- a Certificate II is attained where the Participant does not already hold a year 12 or equivalent qualification. The Certificate must be attained and not just participated in, or
- a Certificate III or higher qualification is attained, or the Participant completes 26 consecutive weeks of the certification.

Progress Fees for vocational activities

A Provider may be able to claim a Progress Fee for a Participant's participation in or completion of the following approved activities:

- voluntary work which lasts for at least 4-weeks in an approved organisation
- completion of an Observational Work Experience placement
- a Statement of Attainment as part of participating in the Adult Migrant English Program or participation in this program for at least 26 consecutive weeks, or
- advancement in at least one level of a Core Skill in the Australian Core Skills Framework (ACSF) as part of participating in Skills for Education and Employment or has participated in this program for at least 26 consecutive weeks
- completion or at least 80 % attendance in a Career Transition Assistance course
- completion or at least 80 % attendance in an Employability Skills Training course
- completion of a Self-Employment Assistance Exploring Self-Employment Workshop, or
- participation in Self-Employment Assistance Small Business Training.

Outcome Fees

The Outcome Fees for the new program aim to reward Providers for achieving sustainable Employment for Participants.

Outcome Fees are set in recognition of the amount of work Providers will need to do to assist each Participant to find Employment that suits their individual skills and interests. Participants are entitled to 52-weeks of Post Placement Support once they start progressing towards an Employment Outcome.

Outcome Fees proposed for the new program are specified in Table 3.

There will be 5 levels of Outcomes Fees, as determined by the Participant Investment Funding Model. The higher levels of funding recognise that greater investment is likely to have been required to help the Participant find and maintain Employment.

The amount of the Employment Outcome will also depend on:

- the duration of the Employment Outcome (12, 26 or 52-weeks),
- whether a Full or a Partial Outcome is achieved.

Employment Benchmarks will be used to calculate eligibility for Full or Partial Outcome Fees.

Participants will have an Employment Benchmark of 8, 15, 23, or 30 hours per week.

A Participant's Employment Benchmark is generally set based on their Future Work Capacity as assessed by an ESAt/JCA. ESAt/JCA exempt participants — that is, Early School Leavers and Special Class Client Participants — will have a default Employment Benchmark of 8 hours per week.

The new program will be available to Participants with a Future Work Capacity of 0-7 hours per week. They will have an Employment Benchmark of 8 hours and will attract Full and Partial Outcomes where requirements are met. There will be additional flexibilities to meet the 8 hours per week requirement for Participants with a Future Work Capacity of 0-7 hours per week.

A position paid under the Supported Wage System (SWS) is not precluded from a claim for an Outcome Fee, provided it is in open employment and all other requirements to claim the Outcome Fee are met.

An Outcome Fee can be paid to the Provider who is delivering Post Placement Support or Ongoing Support to the Participant at the time the 52-week Outcome Fee becomes payable.

As per Section 2.7 (Period of Registration and Period of Service) and Section 2.8 (Suspensions and Exits):

- if a Participant loses their job after the 26-week outcome and has been Exited (i.e. is not receiving Ongoing Support), the Participant will start a new Period of Service if they -recommence in the program,
- if a Participant loses their job prior to achieving a 12-week or 26-week Employment Outcome, the Participant will stop receiving Post Placement Support (moving back to the Job Search phase), and Service Fees will resume.

Table 3 Outcome Fees* (GST inclusive)

Employment Outcome Type	Funding Level				
	1	2	3	4	5
12-week Full Outcome	\$1,250	\$2,232	\$3,255	\$4,592	\$8,194
26-week Full Outcome	\$1,797	\$3,205	\$4,669	\$6,596	\$11,742
52-week Full Outcome	\$496	\$882	\$1,286	\$1,817	\$3,244
12-week Partial Outcome	\$401	\$718	\$1,060	\$1,520	\$2,696
26-week Partial Outcome	\$581	\$1,037	\$1,525	\$2,165	\$3,888
52-week Partial Outcome	\$157	\$283	\$420	\$593	\$1,070

*Indicative payment amounts

Duration of the Employment Outcome — 12, 26, and 52-Weeks

Employment Outcomes are paid to Providers for Participants who remain in open Employment for 12, 26 and 52 Consecutive Weeks.

The Outcome period starts from the Job Placement Anchor Date. The Anchor Date may be on the first day of work or a later date when the Provider has a reasonable expectation that the Participant is likely to be Employed for a minimum of 12 weeks.

There are some situations where the Consecutive Weeks can be broken by a Permissible Break. Permissible Breaks are allowed when a Participant:

- involuntarily ceases Employment
- has a voluntary change in Employment, or
- has a break in their Employment caused by a situation which is outside their control and returns to the same or an alternative Employer.

In general, Participants can have Permissible Breaks of up to 4 weeks while progressing towards a 12-week Employment Outcome and then an additional 4 weeks while progressing to the 26-week Employment Outcome. Participants can have a further 4 weeks of Permissible Breaks for each 12-week period between the 26-week and 52-week outcome. Principal Carers are entitled to additional Permissible Breaks. Providers can also submit a request to the department for approval of additional Permissible Breaks where required as a result of exceptional circumstances.

Full or Partial Outcomes

Payment amounts for Employment Outcomes are calculated based on hours worked or income earned as follows:

- Full Outcomes are paid where the hours of Employment equal or exceeds the Participant's Employment Benchmark each week, on average, for 12, 26 and 52 Consecutive Weeks.
- Full Outcomes are also paid where a Participant remains Employed for 12, 26, and 52 Consecutive Weeks and generates sufficient income to cease their Income Support Payments.
- Partial Outcomes are paid where the hours of Employment are less than the Participant's Employment Benchmark each week, on average, for 12, 26 and 52 Consecutive Weeks but meet the minimum requirements as follows:
 - at least 5 but less than 8 hours per week for where the Participant has an Employment Benchmark of 8 hours
 - at least 10 but less than 15 hours per week where the Participant has an Employment Benchmark of 15 hours
 - at least 15 but less than 23 hours per week where the Participant has an Employment Benchmark of 23 hours, or
 - at least 20 but less than 30 hours per week where the Participant has a 30-hour Employment Benchmark.

For Participants with a Future Work Capacity of 0-7 hours per week, a Full Outcome will also be available for working at least 8 hours per week for

- 9 of 12 weeks for a 12-week outcome, and
- 20 of 26 weeks for the 26-week outcome, and
- 20 of 26 weeks for the remaining 26 weeks of the 52-week outcome.

The Participant must remain in Employment for the Full Outcome period.

Non-payable Outcomes

There are some situations that do not attract Outcome Fees, and these will be listed as a Non-payable Outcomes. One example of a Non-payable Outcome is where a Participant is placed in a position that is not in Open Employment.

Moderate Intellectual Disability Payment

The Moderate Intellectual Disability (MID) Payment can be claimed when a Participant with moderate intellectual disability meets the requirements of a Full Outcome for a Job Placement of at least 15 hours per week. It is paid in addition to the associated Outcome Fee.

Generally, the ESAt will identify which Participants are eligible for a Provider to claim the MID Payment, with the Participant to have:

- an assessed Intelligence Quotient (IQ) of 60 or less, or
- been classified by a registered psychologist, using a recognised assessment tool, as having moderate intellectual disability.

The MID Payments proposed for the new program are specified in Table 4.

Table 4 MID Payments* (GST inclusive)

	Fee* (\$ GST inc.)
12-week MID Payment	\$7,892
26-week MID Payment	\$16,020
52-week MID Payment	\$2,913

*Indicative payment amounts

Ongoing Support Fees

The Ongoing Support Fees for the new program aim to ensure Participants receiving Ongoing Support, including Ongoing Support (Work Assist) Participants, are supported once placed in employment, in order to maintain their Employment.

Ongoing Support Fees are set in recognition of the level of support required by the employee (Flexible, Moderate or High Ongoing Support).

Ongoing Support Fees proposed for the new program are specified in Table 5.

Flexible Ongoing Support is paid on a fee-for-service basis for each contact.

Flexible Ongoing Support Fees are only available to claim after an initial OSA has confirmed the Participant's Ongoing Support needs. After this OSA is complete, the Provider can claim fees for instances of Flexible Ongoing Support delivered prior to the OSA (from 56 days prior to the OSA).

A Provider can only claim up to 6 instances of Flexible Ongoing Support within a 26-week period. As noted in Section 2.5 (Ongoing Support), if additional support is required, the Provider must arrange for an OSA to determine if a higher level of support is required or whether a further period of Flexible Ongoing Support is more appropriate.

Moderate or High Ongoing Support Fees are paid in arrears, monthly (28 days) or quarterly (12 weeks). Minimum contacts must be made within the quarterly claimable period with averaged contacts also allowable over a longer time frame.

Table 5 Ongoing Support Fees* (GST inclusive)

Level of Support	Claim type		
	Per instance	Quarterly	Monthly
Flexible Ongoing Support	\$477	N/A	N/A
Moderate Ongoing Support	N/A	\$1,430	\$440
High Ongoing Support	N/A	\$3,576	\$1,100

*Indicative payment amounts

Indexation of payments

Annual indexation of the fee schedule on 1 July each year will adjust payment rates in line with a measure of inflation. The department will notify Providers about any changes to payments before they come into effect.

Initial support for Providers through up-front advance of Service Fee payments

To support Providers with enough funding to initially operate, an optional, one-off, up-front payment will be available, which will be repaid through offsetting.

The amount available will be equivalent to 12 weeks of Service Fees based on the indicative caseload number of Transitioned Participants in Pre-Employment Support Referred to a Provider.

Further details will be released to Successful Respondents.

2.12. Performance Framework

Provider performance will be managed in line with the Performance Framework for the new program.

The overarching objective of the Performance Framework is to measure and drive a high performing disability employment service that supports individuals to find and maintain sustainable employment.

The Performance Framework will monitor, measure, and drive continuous improvement of Providers. The Performance Framework is supported by a Scorecard, which communicates Provider performance against the KPIs. The Scorecard aims to assist Providers to assess their performance and continuously improve the quality of their services. Scorecards will also be provided to Participants to help them make an informed choice in choosing their preferred Provider.

The Performance Framework will:

1. Empower Participants, their families, and carers to make informed choices about Providers with greater information about their performance.
2. Enable Employers to make informed choices on the Providers they choose to work with.
3. Enable Government to assess and manage the performance of Providers and transparently communicate the quality of the new program.
4. Drive continuous improvement in Provider performance and service quality.

Performance will be monitored and assessed quarterly. Further information will be made publicly available (after an initial testing phase) for external stakeholders to view, with tailored information provided to Participants, Employers, and Providers on a timely and frequent basis.

Providers must provide, as required by the department, specific reports on their performance against the KPIs, and arrange for suitably qualified, informed and authorised representatives at any meeting/s arranged by the department in order to discuss any performance related reports.

The Performance Framework comprises Domains, Measures and Indicators. These are defined as follows and will be reviewed for the new program:

- Domains – There are 3 Domains based on the KPIs of: Quality, Effectiveness and Efficiency:
 - Quality: Assesses the quality of Services delivered by Providers including Participant rights, understanding quality, Provider capability and compliance.
 - Effectiveness: Assesses the completion of education courses, the achievement of employment outcomes and the success of placing Participants in sustainable Employment.
 - Efficiency: Assesses the time taken for Participants to commence in the new program.
- Measures – Each Domain has one or more Measures that represent outcomes to be achieved.
- Indicators – Each Measure has one or more Indicators which determine how performance will be assessed. All indicators will be calculated at the individual contract level, provider level and program level.

Key Performance Indicators

KPI 1 (Quality)

Quality measures the quality of the services delivered by Providers. The key measures used for the purposes of the Performance Framework are:

- Participant rights

- Understanding quality
- Provider capability, and
- Compliance.

KPI 2 (Effectiveness)

Effectiveness measures the Provider's performance in assisting Participants to achieve employment outcomes, sustain employment and to complete education and training. These indicators consider a Participant's readiness for employment and the potential investment required by a Provider to get a Participant work ready. All indicators will measure performance over a 12-month rolling period. This KPI will include:

- Employment Placement Outcomes – compares the number of Participants that achieve 4-weeks of Employment to an estimated benchmark.
- Employment Duration Outcomes – compares the number of Participants that achieve 13-week, 26-week and 52-week Employment Outcomes to an estimated benchmark for the same period (benchmarks are conditional on participants reaching a 4-week employment outcome).
- Ongoing Support – the proportion of Ongoing Support Participants, including Ongoing Support (Work Assist) Participants, who have a current OSA and remain in Employment or exit Ongoing Support as an independent worker and have their Employment verified.
- Education Completions – the actual numbers of Participants completing education and training to the number of people who started. This indicator is not a count of the number of Participants placed into training or education.

KPI 3 (Efficiency)

Efficiency measures the time taken for a Participant to commence with a Provider and compares the actuals of the time taken from Referral date to Commencement with a Provider to an estimated benchmark over the past year. 'Unique participants' is used to measure the first time each Participant Commences with the Provider.

Charter of Contract Management

The Disability Employment Charter of Contract Management will apply to the new program. It sets out the department's commitment to work collaboratively with Providers to build a strong and vibrant employment services sector which continuously improves and builds on good practice to achieve employment outcomes for people with disability.

The Charter is a principles-based document and sets out the standards and conduct that Providers can expect from the department in overseeing and administering the delivery of the new program.

Business Review and Reallocation

The department will consider the performance of Providers in decisions relating to the reallocation of business.

Providers will receive regular performance information to ensure that they are aware of their performance category and the likely outcome of any business review and/or reallocation process. The department may take extenuating circumstances into account as part of a business review and reallocation. The department's decisions in relation to business review and reallocation will be final and non-appealable.

2.13. Code of Conduct and Service Guarantee

The Code of Conduct and the Service Guarantee aim to ensure each Participant receives a high-quality service.

The requirements of the Code of Conduct are core expectations about Provider practices for all disability support and services.

As the new program is funded through the DSI Act, Providers will be required under the Code of Conduct to:

- act with respect for the individual rights of people with disability to freedom of expression, self-determination and decision making, in accordance with applicable laws and conventions
- respect the privacy of people with disability
- provide Services in a safe and competent manner, with care and skill
- act with integrity, honesty and transparency
- promptly take steps to raise and act on concerns about matters that may impact the quality and safety of the provision of the activity to people with disability
- take all reasonable steps to prevent and respond to all forms of violence against, and exploitation, neglect and abuse of, people with disability, and
- take all reasonable steps to prevent and respond to sexual misconduct.

Non-compliance with the Code of Conduct will constitute a breach of the Deed which may result in the department taking remedial action against the Provider, which could include suspension of payments or Referrals, or termination of the Deed.

The Service Guarantee specifies the minimum Services each Participant can expect to receive from their Provider.

Participant complaint processes

Participants who believe they are not receiving service of the standard identified in the Code of Conduct and Service Guarantee are entitled to raise this with their Provider in the first instance and, if not satisfied, may then raise their complaint with the Complaints Resolution and Referral Service (CRRS) or the National Customer Service Line (NCSL).

- The CRRS is an independent service that works to investigate and resolve complaints about services funded under the DSI Act.
- The NCSL is managed by DEWR for individuals in employment services who require assistance, wish to provide feedback or have a complaint.

Providers will be required to implement and maintain an appropriate complaints management and resolution system. As part of the complaints management process, Providers must assess whether a complaint relates to the Code of Conduct. Complaints relating to the Code of Conduct must be reported to the department.

2.14. Compliance with legislation and government policies

As noted in Section 2.2 (Overview of Services under the new program), Providers must comply with the DSI Act, all relevant laws and requirements of any Commonwealth, state, territory or local authority, and any other relevant government policies in the provision of the new program, including:

- WHS Laws — that is, the *Work Health and Safety Act 2011* (Cth) (the WHS Act), Regulations under the WHS Act, and all relevant state and territory work, health and safety legislation
- the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act)
- Australia's Disability Strategy 2021–2031
- anti-discrimination legislation, including the:
 - *Racial Discrimination Act 1975* (Cth)
 - *Sex Discrimination Act 1984* (Cth)
 - *Australian Human Rights Commission Act 1986* (Cth), and
 - *Disability Discrimination Act 1992* (Cth)
- the *Privacy Act 1988* (Cth) (Privacy Act), including the Australian Privacy Principles contained in Schedule 1 to the Privacy Act
- protections for vulnerable people and children, which may include provisions of the following:
 - *Child Protection (Working with Children) Act 2012 No 51* (NSW)
 - *Working with Vulnerable People (Background Checking) Act 2011* (ACT)
 - *Working with Children (Risk Management and Screening) Act 2000* (Qld)
 - *Worker Screening Act 2020* (Vic)

- *Care and Protection of Children Act 2007* (NT)
- *Children and Young People (Safety) Act 2017* (SA)
- *Registration to Work with Vulnerable People Act 2013* (Tas)
- *Working with Children (Criminal Record Checking) Act 2004* (WA)
- any other state-based or territory-based legislation relevant to working with children
- National Principles for Child Safe Organisations, and
- *Criminal Code Act 1995* (Cth).

Work health and safety

Providers must at all times ensure that the Services are carried out in a safe manner and with adherence to relevant WHS Laws and industry awards. In the event of a Notifiable Incident, breach or alleged breach of the WHS Laws, Providers are required to:

- notify the department within 24 hours of becoming aware of an incident
- at the same time, or as soon as is possible in the circumstances, notify the Regulator of the Notifiable Incident if required by the WHS Act report to the Regulator, and
- cooperate with any investigation undertaken by the department concerning the Notifiable Incident, breach or alleged breach of the WHS Laws, or any audit of the Provider's work health and safety performance, arising out of, or in respect of, delivering Services for the new program.

Workplace gender equality

Providers must notify the department should they become noncompliant with the WGE Act.

No unlawful discrimination

The Provider must provide Services that are free of sexual harassment and any form of unlawful discrimination.

Child safety

In delivering Services, Providers and Participants may interact with children. Providers must comply with any requirements to ensure that they do not breach any Working with Children Laws. This may include ensuring all relevant working with children checks, working with vulnerable people checks and/or police checks have been obtained.

3. Submitting a response

This section provides advice to Respondents regarding submitting their tender response. Respondents should submit their tender response via AusTender.

When submitting a response, Respondents should be clear on whether they are responding to the RFT as a Generalist Provider or Specialist Provider, subject to the exemptions set out in this RFT.

3.1. Conditions for participation

Any Respondent that, in the opinion of the department, does not meet the following conditions for participation, will be excluded from the evaluation process. All Respondents must:

1. Exist as a legal entity capable of entering into the Deed with the department at the closing date and time.
2. Either:
 - a. hold a valid and satisfactory Statement of Tax Record (STR) as referred to in Table 6 below, as applicable to the Respondent, by the closing date and time, or
 - b. hold a receipt demonstrating that the STR(s) referred to in Table 6 Statement of Tax Record below, as applicable to the Respondent, have been requested from the Australian Taxation Office by the closing date and time, and hold those STR(s) no later than 4 business days from the RFT closing date and time.
3. Hold a valid and satisfactory STR for their own organisation and for any first tier subcontractor that they propose, as part of their response, to engage to deliver goods or services with an estimated value of over \$4 million (GST inclusive).
4. **Not** be named as not complying with the *Workplace Gender Equality Act 2012* (Cth).
5. **Not** be named in the consolidated list of persons and entities referred to in Regulation 40 of the *Charter of the United Nations (Dealing with Assets) Regulation 2008* (Cth) – this requirement also extends to the Respondent's personnel.
6. **Not** be subject to a judicial decision against them relating to unpaid employee entitlements (not including decisions under appeal), where the employee entitlements remain unpaid.

If a Respondent fails to meet the requirements in this section, their response **will** be excluded from evaluation. Notwithstanding the use of 'must', 'shall', 'will' or other mandatory language, no other requirements in this RFT is to be treated as a 'condition for participation'.

Important: Respondents should apply for a Statement of Tax Record and should ensure that any Subcontractors apply for a Statement of Tax Record within sufficient time to meet the conditions for participation relating to a Statement of Tax Record.

Table 6 - Statement of Tax Record

If the Respondent / first tier subcontractor (as the case may be) is:	Statement of Tax Record required
a body corporate or natural person	a satisfactory and valid STR in respect of that body corporate or person
a partner acting for and on behalf of a partnership	a satisfactory and valid STR: <ul style="list-style-type: none"> (i) on behalf of the partnership, and (ii) in respect of each partner in the partnership that will be directly involved in the delivery of any resultant Deed or subcontract (as applicable)
a trustee acting in its capacity as trustee of a trust	a satisfactory and valid STR in respect of: <ul style="list-style-type: none"> (i) the trustee, and (ii) the trust
a joint venture Participant	a satisfactory and valid STR in respect of: <ul style="list-style-type: none"> (i) each participant in the joint venture, and (ii) if the operator of the joint venture is not a participant in the joint venture, the joint venture operator
a member of a Consolidated Group (or Group Respondent)	a satisfactory and valid STR in respect of: <ul style="list-style-type: none"> (i) the relevant member of the Consolidated Group, and (ii) the head company in the Consolidated Group
a member of a GST Group	a satisfactory and valid STR in respect of: <ul style="list-style-type: none"> (i) the GST Group member, and (ii) the GST Group representative.

3.2. Minimum content and format requirements

Respondents that do not comply with the following minimum content and format requirements will be excluded from the response evaluation process:

- the response must be written in English
- the response must include the Respondent's current and valid Australian Business Number (or, if the Respondent is a Group Respondent, a current and valid Australian Business Number for each member of the Group Respondent)
- the response must include a copy of either:
 - the STR(s) as referred to in Section 3.1, as applicable to the Respondent, by the closing date and time, or
 - a receipt demonstrating that the STR(s) has/have been requested from the Australian Taxation Office in respect of the Respondent, in which case the required STR(s) must be provided within 4 business days from the closing date and time to the [DES Purchasing Hotline \(DESpurchasing@dss.gov.au\)](mailto:DESpurchasing@dss.gov.au)
- the response must include the proposed Indigenous Participation Plan
- the response includes information about how the Respondent will identify, assess and address risks of modern slavery practices (see Section 8.9 – Modern Slavery Act).

If the department considers, in its sole discretion, that a Respondent's non-compliance with a minimum content and format requirement is due to an unintentional error of form contained in their response, the department may give that Respondent the opportunity to correct or clarify the error but will not permit any material alteration or addition to the response, in accordance with Section 8.14 - Unintentional errors of form.

If the department gives a Respondent an opportunity to correct an unintentional error of form, it will give the same opportunity to all Respondents in the same position.

Notwithstanding the use of 'must', 'shall', 'will' or other mandatory language, no other requirement in this RFT is to be treated as a 'Minimum content and format requirement'.

3.3. Specialist Providers vs Generalist Providers

As part of the response process, Respondents will first need to choose if they are Tendering to be:

- a Specialist Provider, or
- a Generalist Provider.

The choice will apply to all ESAs that the Respondent is tendering for (i.e. the Respondent cannot propose to be a Generalist Provider in some ESAs and a Specialist Provider in the same or other ESAs except as outlined below for Group Respondents).

Specialist Providers

A Specialist Provider delivers Services to a group of eligible Participants with specific needs defined by Participant characteristics and/or disability type, for example (but not limited to):

- Aboriginal and/or Torres Strait Islander
- LGBTQIA+
- Youth
- or
- Intellectual disability
- Neurological
- Autism.

Respondents that wish to deliver Services as a Specialist Provider must identify the specific client group in their response to the Specialist Selection Criteria and will be required to demonstrate a deep and historical expertise in supporting their nominated Specialist group.

Important: When identifying a specific client group:

- Respondents may not select 'mental health', 'physical disability', or similar broad category as a Specialist group, but must select a more specific cohort, such as such as Spinal Cord Injury.
- Respondents must only select **one** Specialist group in their response. For example, a Respondent **cannot** bid to deliver as a "Specialist Provider for Youth" and a "Specialist Provider for Participants with Autism". Respondents may select to be a "Specialist Provider for **Youth with Autism**" if they are able to demonstrate deep historical expertise and previous experience with the cohort.

Respondents must establish, with supporting evidence, the need for a Service for the particular Specialist Group for the ESA (or cluster of ESAs) in which they are seeking to be a Specialist Provider.

Specialist Providers will not be subject to Market Share Caps in each ESA and generally will be able to accept all suitable Referrals according to their Maximum Caseloads (noting that Specialist Providers can only service Participants for which they are a Specialist). However, where there is strong market concentration of certain cohorts of participants in an ESA, Specialist Providers for that cohort may be subject to caseload caps.

Specialist Providers in the relevant ESA will be promoted to the Participant at the point of Referral, who may choose to receive Services from a Specialist or Generalist Provider. See **Section 3.5 Coverage** for further information.

Generalist Providers

A Generalist Provider delivers Services to all eligible participants.

Generalist Providers will be subject to Market Share Caps in each ESA but may continue to receive Referrals over their Market Share Cap in the event of Participant choice, i.e. if a Participant chooses to be referred to them). There may be other circumstances in which a Generalist Provider will be required to provide Services beyond their Market Share Cap (see Section 2.7 **Error! Reference source not found.** Transfers during a Period of Service)

The department anticipates setting an upper market share tolerance of 30 per cent to limit situations of Generalist Providers being prevented from receiving Referrals of job seekers once they reach their Market Share Cap.

Additional considerations when bidding to be Specialist or Generalist Providers

Respondents must include all ESAs in which they are bidding for business in the one Tender. Respondents must not submit separate Tenders for different ESAs.

Respondents should carefully consider the implications of bidding to be either a Generalist Provider or a Specialist Provider.

For example, when bidding to be a Specialist Provider in a given ESA, it is important to remember that Participants who fall within the Specialist category will exercise choice of Provider and may choose a relevant Specialist Provider or a Generalist Provider.

This may mean that the level of Referrals will be low. In this instance, the Provider may need to actively seek out Direct Registration Participants in order to ensure a viable caseload. Respondents should also consider the location(s) within an ESA from which their Services will be delivered.

Respondents that are unable to demonstrate a deep and historical expertise in working with the specified cohort, or the need for the provision of Services to a specific client group in an ESA, may wish to consider Tendering to be Generalist Providers.

Group Respondents

Respondents who wish to submit a Tender as a Group Respondent will be subject to the requirement for Respondents to choose to be either a Specialist Provider or Generalist Provider (it cannot be both) when submitting a Tender, **except** in the following circumstances:

- one or more members of the Group Respondent is a specialist disability organisation

- when Tendering for specialist business in an ESA - the specialist disability organisation/s will be responsible for the frontline delivery of all of the Services to their nominated cohort allocated to that Group Respondent
- if successful, the specialist disability organisation/s which become a Specialist Provider/s will remain as separate legal entities for the duration of the Deed, and
- if the Group Respondent is successful in being awarded specialist business in that ESA - the Group members agree that it is a fundamental term of the offer of business that the specialist business has been awarded on the basis of the specialist disability organisation/s carrying out the frontline delivery of the Services as a Specialist Provider to their nominated cohort allocated to that Group Respondent, and any change to the frontline delivery arrangements of the Group Respondent for that ESA must not occur without the department's prior written agreement.

A Group Respondent that meets all of the above criteria:

- may submit [one tender] for Generalist Provider and Specialist Provider Services for the same ESA – noting it must ensure that the Group Respondent member that is the specialist disability organisation will be responsible for frontline delivery of Specialist Provider Services, and/or
- may submit [one Tender for Specialist Provider Services] for different ESAs for different specialisations, provided that:
 - different specialist disability organisations will be responsible for frontline delivery in each ESA, and
 - a separate tender response is submitted by the Group Respondent which clearly outlines that it is being submitted for that particular specialisation, e.g. “ABC Ltd as lead member of the XYZ Group Respondent (hearing specialist)”. For the avoidance of doubt, the Group Respondent will only need to submit one tender response for all ESAs it wishes to bid for, as long as all members of the Group Respondent will remain the same.

Where a Respondent retains its legal identity as a member of a Group Respondent, the Respondent cannot submit another individual response for the same ESA which it has responded as part of the Group Respondent.

Market Share Caps may be imposed for Respondents who will be responding to the RFT to provide Services as both a Generalist and Specialist Provider via a Group Respondent arrangement.

Subcontracting arrangements

A Respondent proposing to submit a Tender with a Subcontractor/s will be subject to the requirement for Respondents to choose to be either a Specialist or Generalist Provider (it cannot be both) when submitting a Tender, **except** in the following circumstances:

- one or more of the proposed Subcontractor/s is a specialist disability organisation
- when Tendering for specialist business in an ESA - the specialist disability organisation Subcontractor/s will be responsible for frontline delivery of all of the Services to their nominated cohort allocated to that Respondent
- if successful the specialist disability organisation which become Specialist Provider Subcontractor/s will remain as separate legal entities for the duration of the Deed, and
- if the Respondent is successful in being awarded specialist business in that ESA - the Respondent agrees that it is a fundamental term of the offer of business that the specialist business has been awarded is on the basis of the specialist disability organisation Subcontractor/s carrying out the frontline delivery of the Services as a Specialist Provider to their nominated cohort allocated to that Respondent, and any change to the frontline delivery arrangements of the Subcontractor/s must not occur without the department's prior written agreement.

A Respondent that meets all the above criteria:

- may submit a generalist and specialist bid for the same ESA under a single tender response - noting that for its specialist bid, it must ensure that the Subcontractor that is the specialist disability organisation will be responsible for frontline delivery, and/or
- may submit specialist bids for different ESAs for different specialisations, provided that:
 - different Subcontractors (i.e. specialist disability organisations) will be responsible for frontline delivery in each ESA, and
 - a separate tender response is submitted by the Respondent, which clearly outlines that it is being submitted for that particular specialisation, e.g. "EFG Ltd with UVW Inc as Subcontractor".

Market Share Caps may be imposed for Respondents who will be responding to the RFT to deliver Services as both a Generalist and Specialist Provider via a subcontracting arrangement.

3.4. Employment Service Areas (ESAs)

This RFT will cover the 111 ESAs of non-remote Australia. Maps of each ESA are at [Attachment C – ESA Maps](#). Information on the ESAs can also be found at [Employment Service Area Maps | Department of Social Services, Australian Government \(dss.gov.au\)](#).

The department reserves the right to amend or adapt ESA boundaries in response to changing labour market needs at any time over the period the Deed operates.

3.5. Coverage

When bidding for a service within an ESA, Respondents will be asked to specify site locations and the level of coverage they expect to achieve across an ESA.

Generalist Providers will be required to deliver the Services across the entire ESA they are bidding for.

Specialist Providers may elect in their Tender not to deliver the Specialist Service(s) which they are bidding for across an entire ESA.

Specialist Providers can operate across ESA boundaries, including through using a 'hub and spokes' model. Respondents may nominate a central ESA with physical site(s) identified and be required to demonstrate how they will deliver services across other ESAs, for example through outreach sites.

In considering coverage of an ESA, the department's approach will consider the proposed mix of suitable Specialist Providers within an ESA and their anticipated caseload as part of the determination of the number of Generalist Providers expected to be required.

Partial ESA coverage or responses to deliver Services in specific locations will also be considered in combination to achieve full coverage.

Physical sites and accessibility of services

The department considers intensive 'in-person' tailored assistance to be fundamental to the effective delivery of the new program. In addition to 'in-person' service delivery, digital and telecommunication platforms may offer additional benefits where the approach is highly accessible, private and user-centred.

The department recognises that Specialist Services for Participants with specific characteristics or disability types may result in smaller caseloads and require a higher proportion of flexible service delivery to support access to these Specialist Services.

The expected primary mode of delivery will be face-to-face (in person). Flexible arrangements to complement or support in-person delivery, such as the use of digital platforms, may be considered provided that the Respondent outlines how it will deliver a quality service to Participants.

Respondents to this RFT must provide details of proposed physical service delivery locations (Sites) including frequency of servicing (e.g. Full Time, Part Time or Outreach as appropriate). Respondents must describe the service delivery model (including measures and protocols) in place to ensure compliance with disability requirements and privacy for participants discussing complex barriers and sharing sensitive information.

Conditionality

A Respondent to this RFT may specify that their offer of service provision in one ESA is conditional on it winning the same service in another ESA or location (the essential ESA or location). Any conditionality must be clearly specified, and reasons included.

A Respondent cannot specify that any offer of service is conditional upon other services not included within the scope of this RFT (for example, services included in a separate RFT response for the National Panel of Assessors).

If a Respondent **does** indicate an essential ESA or location in their response and is unsuccessful in that specified essential ESA or location, this conditionality provision will automatically **exclude** it from an offer of business in any other ESA or location where the response is expressed as being conditional on the awarding of business in the specified essential ESA or location.

Respondents should **carefully** consider the implications of lodging conditional bids. Such responses may be assessed by the department as being partially or fully unsuccessful.

The department will not allocate business simply to ensure a Respondent's conditionality provisions are met. The department will always reserve the right to make the offer of any business contingent on the acceptance by the Respondent of another element of the department's offer of business.

All or Nothing Offers

The department's intention is that its offers of business are made on an 'all or nothing' basis. Where a Respondent successfully bids for business in several ESAs but refuses to accept the offer in its totality, the Respondent may risk losing all the business being offered.

4. Selection criteria

The selection criteria that will be used to evaluate all responses will comprise the following:

- Criterion 1: Organisational capability
- Criterion 2: Tailored servicing strategies
- Criterion 3: Local strategies for Employer and Participant engagement

However, the selection criteria apply differently to Generalist Respondents and Specialist Respondents, as set out in sections 4.1 and 4.2 below.

How to respond to the selection criteria – All Respondents

Respondents will be required to answer targeted questions within each category of capability.

Important: Respondents should:

- **only respond to the criteria that reflect the business they are bidding for (i.e. to be a Generalist Provider or a Specialist Provider)**
- **respond according to the instructions for each criterion (e.g. some criteria will be required to be addressed at an organisational level, while others will be required to be addressed for each ESA the Respondent is bidding for), and**
- **include evidence such as case studies, examples or relevant data to support their responses.**

Responses to each criterion will be scored (subject to weighting), and the scores will inform the value for money evaluation and allocation of business.

In responding to the selection criteria, Respondents should refer to the Statement of Requirements in this RFT and the relevant general requirements in the draft Deed.

Note: during the assessment phase, the department may use all available relevant data held by the Commonwealth about a Respondent. This may include outcomes, quality, and performance data. However, access to data by the department should not be relied on and all relevant data should be included in the relevant responses to clearly support the Respondent's claims.

4.1. Selection Criteria – Generalist Respondents

Generalist Selection criterion 1 - Organisational capability

IMPORTANT: Generalist Respondents must answer this criterion once at the organisational level.

It is proposed that this criterion asks the Respondent to demonstrate, against each of the following sub-criteria, how its organisational management and governance framework and delivery approach will ensure performance and deliver quality disability employment services.

1.1 Demonstrate how your governance arrangements, communication strategies, organisational management, accountability structures and delivery approach will:

- ensure timely compliance with contractual obligations, relevant legislation and internal controls (e.g. risk, fraud, access, complaints handling etc.),
- utilise reporting and program management systems to drive continuous improvement,
- support effective stakeholder engagement, openness and transparency, and
- address business continuity risks, including disaster management, to ensure continuity of service delivery.

1.2 Describe how your organisation will recruit, train and retain qualified and experienced staff to work with Participants with differing work capacity due to their disability. Your answer should include:

- staff recruitment, training, and development strategies, as well as staff support systems,
- the skills, experience, and professional qualifications of your organisation's employees,
- the expected front-line staff-to-participant ratios, and
- the skills of front-line staff to effectively engage with a range of stakeholders, particularly employers.

1.3 Demonstrate how your organisation provides leadership in disability employment. Include details of:

- staff diversity,
- leadership/board membership with lived experience of disability,
- co-design and continuous improvement processes that enable people with disability to contribute to your organisation's service delivery model,

- your organisational values and mission statement, and
- contributing knowledge and practice to the sector to achieve employment for people with disability.

1.4 Demonstrate in quantitative terms your organisation’s experience and achievements that demonstrate, or can translate to:

- performance against measures most relevant to the services described in this RFT, including assisting people with disability to prepare for, gain and retain employment, and
- delivery of quality services to people with disability. For example, in areas such as:
 - tailored employment services to participants, for example interviews, assessments, quality and sustainable job placements, and support in the workplace, and
 - assisting people with disability to gain skills, work experience, and training.

Generalist Selection Criterion 2 – Tailored servicing strategies

IMPORTANT: Respondents should respond to this criterion once at the organisational level.

It is proposed that this criterion asks the Respondent to describe, against each of the following sub-criteria, its service delivery model for Participants and Employers and demonstrate how it will deliver tailored disability employment services and create a culture that places Participants and Employers at the centre of the service delivery design.

2.1 Describe the disability employment service model that your organisation will offer to Participants and Employers, including how your organisation will ensure this service:

- delivers holistic, person-centred, individualised assistance that can adapt to Participants’ and Employers’ changing needs,
- engages Participants and Employers in the design and continuous improvement of service delivery,
- supports Employers to hire more people with disability into the right roles, through access to expertise to support them and help create and tailor job opportunities,
- fosters the continued engagement and participation of people with disability, and
- includes strategies to facilitate career development of people with disability.

2.2 Demonstrate how your organisation will achieve quality sustainable employment outcomes for Participants, including how you will deliver the following:

- Intensive services in work preparation and skills building,
- Intensive services in job search,
- On-the-job employment support, and
- Ongoing support while in employment.

2.3 Describe how your organisation will deliver a Flexible Service Offer to encourage ongoing engagement and participation of people with a disability, including:

- Participants who are partially meeting their Mutual Obligation Requirements through education, training or employment,
- Participants who have mutual obligations but are not able to participate in a full employment service,
- Participants temporarily exempt from Mutual Obligation Requirements who want to remain connected with the program, and
- How your service will work with Participants to determine how they will meet their requirements and provide a suitable service offer.

2.4 Describe specific strategies for how your organisation will service and support:

- Participants not on income support, and
- Participants with a Future Work Capacity of 0-7 hours.

Generalist Selection Criterion 3 - Local strategies for Employer and Participant engagement

IMPORTANT: Respondents should respond to this criterion [separately] for each ESA they wish to undertake business in.

It is proposed that this criterion asks the Respondent to demonstrate, against each of the following sub-criteria, how it will implement local strategies and collaborative arrangements in their chosen ESA to achieve sustainable outcomes for people with a disability and to support the workforce needs of Employers.

3.1 Demonstrate how your organisation will provide Participants with the best possible access to your services, including details on the suitability, geographic coverage and accessibility of your premises as well as any alternative/flexible service delivery methods.

- 3.2 Demonstrate how your organisation will ensure front-line staff have appropriate skills to work with a range of Participants with differing work capacity and capability due to their disability, providing services that are culturally appropriate and reflective of your chosen ESA.**
- 3.3 Demonstrate how your organisation will adapt your flexible and intensive work preparation services, training and skills building, ongoing support, and other services to assist local Participants and Employers to achieve sustainable Open Employment.**
- 3.4 Demonstrate how your organisation will develop and maintain strong local labour market knowledge and use this knowledge to tailor strategies to meet Participant and Employer needs, including promoting the capabilities of job seekers with disability.**
- 3.5 Demonstrate how your organisation will use your established networks with local Employers in your chosen ESA and understanding of their labour needs and support requirements to generate and maintain quality, sustainable open employment outcomes for people with disability.**
- 3.6 Demonstrate how your organisation will use your established connections to health, training and other community organisations and local resources to support Participants to address barriers, increase their employability, and generate pathways to sustainable outcomes.**

4.2. Selection Criteria – Specialist Respondents

For the avoidance of doubt, Respondents bidding to be Specialist Providers may nominate to provide Services in more than one ESA (including by proposing to use a hub and spoke model) and/or part of an ESA.

Respondents offering a hub and spoke model will be required to address this in Specialist Criteria 3 and include details of how the hub and spoke model would be implemented for the group of ESAs where they wish to deliver services. This includes what the primary / base location would be for the Hub. A single response may cover the group of ESAs where the ESAs are adjacent or in reasonable proximity. A separate response is required for any subsequent ESA or group of ESAs. For example, a Respondent may choose to nominate for three groups of locations, 4 ESAs in Sydney, 2 ESAs on the North Coast of NSW and 3 ESAs in Brisbane. Specialist Criteria 3 would require a minimum response for each group, three responses.

Specialist Selection criterion 1 - Organisational capability

IMPORTANT: Specialist Respondents must answer this criterion once at the organisational level.

It is proposed that this criterion asks the Respondent to demonstrate, against each of the following sub-criteria, how its organisational management and governance framework will ensure performance and deliver quality disability employment services to the nominated Specialist cohort.

1.1 Demonstrate how your organisation has deep knowledge and experience in providing services to your specified specialist cohort. Your answer should include your:

- Extensive and historical experience in working with the specialist cohort within an employment context, or how application to the employment context will be achieved,
- Benefits to Participants in your specialist cohort from integrated service offerings in related services such as health, training, advocacy or other supports,
- Commitment to the specialist cohort in your organisation's values, purpose and mission, and
- Partnerships, research, advocacy, community/industry recognition or similar demonstrating your expertise and service to the specialist cohort.

1.2 Demonstrate how your governance arrangements, communication strategies, organisational management, accountability structures and delivery approach will:

- ensure timely compliance with contractual obligations, relevant legislation and internal controls (e.g. risk, fraud, access, complaints handling etc.),
- utilise reporting and program management systems to drive continuous improvement,
- support effective stakeholder engagement, openness and transparency, and
- address business continuity risks, including disaster management, to ensure continuity of service delivery.

1.3 Describe how your organisation will recruit, train and retain qualified and experienced staff to work with Participants with differing work capacity due to their disability. Your answer should include:

- staff recruitment, training, and development strategies, as well as staff support systems,
- the skills, experience, and professional qualifications of your organisation's employees,
- the expected front-line staff –to-Participant ratios, and
- the skills of front-line staff to effectively engage with a range of stakeholders, particularly employers.

1.4 Describe how your organisation provides leadership in disability employment. Include details of:

- staff diversity,

- leadership/board membership with lived experience of disability,
- co-design and continuous improvement processes that enable people with disability to contribute to your organisation’s service delivery model,
- your organisational values and mission statement, and
- contributing knowledge and practice to the sector to achieve employment for people with disability.

1.5 Demonstrate in quantitative terms your organisation’s experience and achievements that demonstrate, or can translate to:

- performance against measures most relevant to the services described in this RFT, including assisting people with disability to prepare for, gain and retain employment, and
- how your service delivery model will provide quality services to people with disability and within your specialist cohort. For example, in areas such as:
 - tailored employment services to Participants, for example interviews, assessments, quality and sustainable job placements, and support in the workplace, and
 - assisting people with disability to gain skills, work experience, and training.

Specialist Selection Criterion 2 – Tailored servicing strategies

IMPORTANT: Respondents should respond to this criterion once at the organisational level.

It is proposed that this criterion asks the Respondent to describe, against each of the following sub-criteria, its service delivery model for Participants and Employers and demonstrate how it will deliver tailored disability employment services and create a culture that places Participants and Employers at the centre of the service delivery design.

2.1 Describe the disability employment service model that your organisation will offer to Participants and Employers, including how your organisation will ensure this service:

- delivers holistic, person-centred, individualised assistance that can adapt to Participants’ and Employers’ changing needs,
- engages Participants and Employers in the design and continuous improvement of service delivery,
- includes strategies to engage with employers to meet their labour needs, build disability confidence and capability to support sustained outcomes,

- fosters the continued engagement and participation of people with disability, and
- includes strategies to facilitate career development of people with disability.

2.2 Demonstrate how your organisation will achieve quality sustainable employment outcomes for Participants, including how you will deliver:

- Intensive services in work preparation and skills building,
- Intensive services in job search,
- On-the-job employment support, and
- Ongoing support while in employment.

2.3 Describe how your organisation will deliver a Flexible Service Offer to encourage ongoing engagement and participation of people with a disability including:

- Participants who are partially meeting their Mutual Obligation Requirements through education, training or employment,
- Participants who have mutual obligations but are not able to participate in a full employment service,
- Participants temporarily exempt from Mutual Obligation Requirements who want to remain connected with the program, and
- How your service will work with Participants to determine suitable requirements and service offer.

2.4 Describe specific strategies for how your organisation will service and support:

- Participants not on income support, and
- Participants with a Future Work Capacity of 0-7 hours.

Specialist Selection Criterion 3 - Local strategies for Employer and Participant engagement

IMPORTANT: Respondents should respond to this criterion:

- **[separately] for each ESA they wish to undertake business in, or**
- **if they are proposing to deliver through a hub and spoke model, [once] for each relevant group of ESAs in adjacent or near proximity.**

It is proposed that this criterion asks the Respondent to demonstrate, against each of the following sub-criteria, how it will implement local strategies and collaborative arrangements to achieve sustainable outcomes for people with a disability in its selected specialist cohort, and to support the workforce needs of Employers.

- 3.1 Quantify the need for the chosen specialist service in the ESA selected (or, where applicable, the 'Hub ESA' and any nominated 'spoke' ESAs) and the viability of such a service.**
- 3.2 If proposing to deliver through a hub and spoke model, demonstrate how your organisation will operate a this model and deliver quality services to Participants and Employers in the group of ESAs selected.**
- 3.3 Demonstrate how your service delivery strategies will offer better value for money and/or achieve greater outcomes for your selected specialist cohort, rather than servicing under a Generalist Provider.**
- 3.4 Demonstrate how your organisation will provide Participants with the best possible access to your Services, including details on the suitability, geographic coverage, and accessibility of your premises as well as any alternative/flexible service delivery methods.**
- 3.5 Demonstrate how your organisation will ensure front-line staff have appropriate skills to work with your specified specialist cohort and participants with differing work capacity and capability, culturally appropriate and reflective of the ESA.**
- 3.6 Demonstrate how your organisation will adapt your flexible and intensive work preparation services, training and skills building, ongoing support, and other services to assist local Participants and Employers to achieve sustainable Open Employment.**
- 3.7 Demonstrate how your organisation will develop and maintain strong labour market knowledge and use this knowledge to tailor strategies to meet Participant and Employer needs, including promoting the capabilities of job seekers with disability.**
- 3.8 Demonstrate how your organisation will work with Employers, including local Employers to meet their labour needs and support requirements to generate and maintain quality, sustainable open employment outcomes for people with disability.**
- 3.9 Demonstrate how your organisation will use your established connections to health, training and other community organisations and local resources to support Participants to address barriers, increase their employability, and generate pathways to sustainable outcomes.**

4.3. Indigenous Procurement Policy

In evaluating responses, Respondents will be assessed on:

- their past performance and/or demonstrated commitment in relation to increasing Indigenous participation, including, where relevant, by having regard to the Respondent's past compliance with any Mandatory Minimum Requirements (see the Indigenous Procurement Policy for the Mandatory Minimum Requirements), and
- their proposed Indigenous Participation Plan and the extent to which it will meet the Mandatory Minimum Requirements in the Indigenous Procurement Policy.

4.4. Benefit to the Australian economy

Respondents will be assessed on the extent to which their overall Tender will deliver economic benefit for the Australian economy.

4.5. Environmental sustainability

Respondents will be assessed on their draft environmental sustainability statement and the extent to which they will support Australia's environmental sustainability.

4.6. Referees

In responding to this RFT, all Respondents must provide names and contact details for a maximum of 2 referees, excluding the department and its staff, who are able to verify the Respondent's claims against the selection criteria, if required. Respondents may elect to provide referees at the organisation level or about their services which are relevant to the Program Services they may be bidding to deliver in the new program.

The department may contact nominated referees to seek clarification of information provided, information on the Respondent's claims against the selection criteria or information concerning the Respondent (including their past performance) generally. If a Respondent has provided related services to another organisation but does not nominate them as a referee, the department reserves the right to contact that organisation and seek information relevant to the assessment of the Respondent's response.

The department also reserves the right to contact any persons or organisations to verify claims made in a Tender. The department reserves the right not to consider information provided by a referee that is not relevant to the selection criteria.

For the avoidance of doubt, current and former officers, employees, advisers, consultants, contractors, or agents of the department, and current or former ministerial advisers cannot be a referee for a Respondent.

Evaluation of Tenders

This section describes the department's process for evaluating Tenders submitted in response to this RFT.

EXPOSURE DRAFT

5. Evaluation process

The department will evaluate responses using a staged process:

- Stage 1 – Receipt and screening of Tenders
- Stage 2 – Assessment of Tenders against selection criteria
- Stage 3 – Right Fit For Risk assessment
- Stage 4 – Financial viability assessment
- Stage 5 – Value for money assessment and recommendations
- Stage 6 – Negotiations with Respondents and final decisions.

The department reserves the right to conduct some or all of the stages at the same time or in a different order from that stated. The department may consider information gathered at one stage when conducting another stage.

Nothing stated in relation to these stages limits any other right the department has as set out elsewhere in this document.

The department may, at any stage of the evaluation process, contact Respondents (including members of a Group Respondent who are not the lead member) or nominated subcontractors, to clarify aspects of their Tender or seek additional information. This contact will be on a confidential basis and does not mean the department will be offering a Deed to the Respondent.

The department also reserves the right to exclude from consideration any Tender response that is incomplete or clearly non-competitive at any time during the evaluation process at the department's discretion.

Stage 1 – Receipt and screening of Tenders

Each Tender will be downloaded by the department from AusTender after the closing date and time and will be checked to ensure that:

- the Tender was received by the closing date and time
- the Respondent complies with the conditions for participation
- the Tender complies with the minimum content and format requirements, and
- the Tender includes all information required, as listed in the Checklist at Appendix E of this RFT.

Stage 2 – Assessment of Tenders against selection criteria

Each response that passes Stage 1 will then be assessed against the selection criteria as set out in Section 4 of this RFT.

In assessing the response, the department will consider each service-related selection criterion in isolation and will not refer to or consider other sections or information provided elsewhere in the response, unless stated otherwise. Respondents must ensure all claims against a specific criterion are provided within that section.

The department may also consider all available relevant past performance data, including:

- outcomes, quality and compliance performance data held by the department and performance data provided by the Respondent, and
- referees to validate claims against performance, including claims citing other government (state, territory and Commonwealth) funded programs and services.

The department may also use information it holds about a Respondent or make its own enquiries including contacting any other persons, including any other government, state or local government agency to whom the Respondent has provided services or activities, regardless of whether or not that agency has been nominated as a referee by the Respondent. This may include, for example, confirming a Respondent's current and past conduct in delivering such contracted services or activities.

Nevertheless, Respondents should not rely on the department using its own sources of information and should provide comprehensive performance information where appropriate.

Stage 3 – Right Fit For Risk assessment

The department, with the assistance of DEWR, will consider the status of a Respondent's RFFR accreditation, or readiness to achieve RFFR accreditation under the External Systems Assurance Framework (ESAF). DEWR will consider the information provided by the Respondent in the RFFR Questionnaire and/or as well as any other information held by, or available to the department in regarding the Respondent's capacity to comply with obligations set out in the ESAF and RFFR approach.

Stage 4 – Financial viability assessment

Respondents will be assessed on the extent to which they have the financial and corporate capacity to fulfil the Deed obligations and potential financial or credential risks to the Commonwealth if a Deed is entered into with the Respondent.

To determine the financial viability of Respondents, the department will consider the information provided by Respondents and their nominated subcontractors in their Financial and Credentials Information Form, as well as any other information provided or available to the department in relation to the financial viability of the Respondent and the credentials of key personnel.

Stage 5 – Value for money assessment and recommendations

The department will conduct an overall value for money assessment to inform recommendations for offering a Deed.

As outlined in the CPRs, achieving value for money is the core principle underpinning government procurement.

After the selection criteria assessment, the department will undertake a comparative assessment of Tenders taking into consideration first each Respondent's indicative ranking and suitability rating and then other evaluation stage outcomes for each Tender. The department will consider these indicative recommendations, noting first the initial ranking and suitability rating, and then the other value for money factors as listed below:

- assessment of Tenders against the selection criteria
- a desire to obtain the highest possible quality in service delivery
- consideration of the diversity, scope and viability of the Provider market
- assessment of the breadth of coverage to maximise access for individuals, employers and stakeholders
- available performance data including current departmental data or data held by other government agencies
- any other relevant information available to the department, compliance and performance under other/existing government funding arrangements and public domain search results
- consideration of the benefit of the Respondent's offer to the Australian economy
- consideration of the effectiveness of the proposed Indigenous Participation Plan to strengthen Indigenous economic participation in the supply chain of contractors to government
- consideration of the Respondent's commitment to continual improvement of environmental sustainability, and
- consideration of the risk to the Australian Government, including:
 - any actual or perceived conflict of interest
 - financial viability of the Tendering organisation
 - Right Fit For Risk assessment.

In considering the economic benefit of the response to the Australian economy as part of its value for money assessment, the department will do so in a manner consistent with guidance issued by the

Department of Finance titled 'Consideration of broader economic benefits in procurement' (finance.gov.au) and any other relevant procurement policy.

Stage 6 – Negotiations with Respondents and final decisions

Following the closing date and time, the department may:

- enter into negotiations or discussions with one or more Respondents (including in relation to terms and conditions of the Deed, or any other matter), or
- discontinue negotiations or discussions with a Respondent, whether or not the Respondent has been notified that it is the successful Respondent.

Further, during the negotiation process, the department may engage in detailed discussions with any or all Respondents with the goal of maximising the benefits to the department, to achieve the best value for money, as measured against the selection criteria.

Respondents should, however, note that the department intends on having common terms and conditions regarding the new program for all successful Respondents.

The Deputy Secretary, Disability and Carers is the Delegate for this process and will make the final decisions. Any decision of the Delegate in relation to the Outcome of the RFT process is final and not subject to review or appeal.

5.1. Changes in requirements and demand for the same or related disability employment services

In submitting a Tender, the Respondent acknowledges and agrees that, as set out in the Draft Deed (Appendix D – Draft Deed), it is also making an offer to the department that, if the Respondent is engaged as a Provider, the department may ask the Respondent to provide additional services to the department. For the avoidance of doubt, this may include providing services under the new program in additional ESAs or locations as and when agreed with the department, and on the same terms as specified in the Draft Deed.

5.2. Insufficient number of suitable Respondents

Should the RFT process fail to produce enough Providers for a particular ESA or location, the department may, having regard to value for money and the public interest, and in accordance with the CPRs, conduct a gap-fill or limited tender process to obtain additional service coverage.

5.3. Notification of Outcomes

All Respondents will be notified in writing of the Outcome of their Tender.

All Respondents may request a verbal debriefing, following the announcement of the RFT Outcomes. The request for a debriefing must be made within one month of the announcement of the Outcomes with the debriefing to be conducted within 3 months of the announcement of the Outcomes.

The debriefing may be conducted via telephone, face-to-face or on a suitable platform at the department's discretion. All costs incurred by the Respondent to attend a debriefing will be at the Respondent's expense.

Respondents will be debriefed against the selection criteria. In accordance with government policy, Respondents will not be provided with information concerning other Respondents' submissions, except for publicly available information and comparative statements that can be made without breaching a Respondent's confidentiality.

All requests for debriefs will need to be submitted to the Disability Employment Services Purchasing Hotline (DESpurchasing@dss.gov.au).

EXPOSURE DRAFT

6. Financial viability and other checks

The department may perform security, probity, and financial investigations as it determines necessary in relation to any Respondent, its employees, officers, partners, associates, subcontractors, or related entities. The department may exclude a response from further consideration if the Respondent does not provide, at its cost, all reasonable assistance to the department in this regard.

Respondents must submit a completed Financial and Credentials Information Form (which can be found on the AusTender Portal) and provide the most relevant information to demonstrate its financial viability. In the case of a Group Respondent, each member of that Group Respondent must supply the information requested in its application.

The department may exclude a Tender from further consideration:

- if the Respondent does not promptly provide all reasonable assistance, including the provision of relevant information to the department for the department to undertake such investigations or procedures as are considered necessary, or
- based on the outcomes of any investigations or procedures.

6.1. Financial viability

The objective of the financial viability process is to assess:

- whether the Respondent may be considered financially viable to meet the requirements of this RFT
- whether there are any circumstances that may adversely affect the Respondent's ability (and its subcontractors' abilities where it has subcontracting arrangements) to meet its contractual obligations for at least the relevant Deed period, and
- any risk exposure for the government.

The department may take these matters into account as part of the evaluation process and reserves the right to conditionally accept a Tender by requesting additional conditions, for example and without limitation, requiring the Respondent to provide a Deed of Financial Undertaking and Performance Guarantee, a financial guarantee, or more frequent financial statements prior to the Commencement or during the term of the Deed.

6.2. Financial viability information

The onus is on a Respondent to satisfy the department of its financial viability to meet the requirements described in this RFT. If a Respondent does not provide all information requested by the department, or if the Respondent is otherwise unable to demonstrate its financial viability, the department may not be able to make an assessment, or the assessment may be adversely affected.

To enable the department to assess a Respondent's financial viability, each Respondent, and in the case of a Group Respondent, each member of that Group Respondent, should supply the information requested in this RFT. Each Respondent must submit a completed Financial and Credentials Information Form and provide the most relevant information to demonstrate its financial viability.

Respondents must provide financial statements that:

- are current and include the statements for the last complete financial year
- are for the entity as a whole, and not for individual projects
- are prepared in accordance with the Australian equivalents to International Financial Reporting Standards (for further information see the [Australian Accounting Standards Board \(www.aasb.gov.au\)](http://www.aasb.gov.au))
- include all notes to the statement(s), and
- are presented in Australian dollars.

The department prefers financial statements to be prepared on an accrual basis and to be audited. If the financial statements are audited, Respondents must provide the auditor's report and any management letters from the auditor.

Audited financial statements must be provided by the Respondent if it falls within the categories described below:

- Respondents that are incorporated under the Corporations Act 2001 (Cth) and that are required to provide audited financial statements because they are:
 - disclosing entities as defined under s111AC of the Corporations Act 2001 (Cth)
 - public companies
 - large proprietary companies, if 2 of the following apply:
 - the consolidated revenue for the financial year of the company and the entities it controls, if any, is \$50 million or more

- the value of the consolidated gross assets at the end of the financial year of the company and the entities it controls, if any, is \$25 million or more
- the company, and the entities it controls, if any, have 100 or more employees at the end of the financial year, or
- associations incorporated under the state or territory associations' incorporation laws, which specify that financial statements must be audited.

If a Respondent does not fall into these categories, or audited financial statements are not available, the Respondent must provide unaudited financial statements.

To assist the department in assessing financial viability, Respondents must observe the following:

- if the financial statements provided by the Respondent are in a different name or the accounting period has changed, a satisfactory explanation with supporting documentation must be provided
- if the Respondent has recently merged with another organisation, the terms of the merger and ownership of assets and responsibility for liabilities must be provided, and
- if assets are recorded in the balance sheet that are not owned by the Respondent, for example, assets owned by the government, the extent of that ownership and the value must be recorded in the notes to the accounts.

If the Respondent has access to additional funds, Documentary Evidence should be included that substantiates:

- a bank loan
- a line of credit
- access to financial support, or
- a guarantee.

If a guarantee is not from a bank, the guarantor must provide evidence of the capacity of the guarantor to honour the guarantee. This may take the form of financial statements.

6.3. Credentials check

Respondents must provide further relevant information that includes:

- descriptions of any recent changes of substance in the Respondent's financial position not reflected in the most recent financial statements

- details of any significant events, matters or circumstances that have arisen since the end of the last financial year that may significantly affect the Respondent's ability to perform the services
- a summary of any court actions, charges, liens or encumbrances affecting any assets of the Respondent
- the Respondent's ultimate holding entity, if any, respective related corporations and their respective directors, and any shares in the Respondent, its ultimate holding entity, and their respective related corporations, and
- any other factors the Respondent wishes to describe to support its demonstration of financial capacity.

For the purpose of conducting financial viability assessments, the department may contact Respondents to seek clarification of information received or obtained.

Existing organisations

Existing organisations are defined as those in operation for at least 12 months. In assessing these organisations, the department will examine existing financial records.

Where the existing financial capability of a Respondent requires supplementation to deliver the program, the Respondent must supply information of the kind identified for new organisations.

New organisations

New organisations are defined as those in operation for less than 12 months. These organisations must provide independent evidence supporting their financial capacity and start-up capital.

If several organisations group together to form a new entity, the newly incorporated entity must provide evidence from its constituent members of their commitment to its continuing financial viability. This may take the form of articles of association, constitutions or guarantees. If the guarantor(s) is not a bank or lending institution, the guarantor(s) must provide evidence of its capacity to honour the guarantee. This may take the form of financial statements.

Ultimate holding entity

If a Respondent has an ultimate holding entity, the Respondent must provide a copy of any guarantee or deed of cross guarantee from the ultimate holding entity, and financial statements and a completed financial summary table for the ultimate holding entity.

Trusts

If a Respondent is associated with a trust and is applying as trustee for that trust, the Respondent must provide a copy of the Trust Deed and details of the relationships between the trust and any related organisations. This includes the relevant STR for the trust.

Other documents that may help the department in assessing financial viability of trusts include:

- financial statements for the trust and related organisations, and
- an explanation of loans and borrowings between the trust and its related organisations and trusts.

If substantial monies from a trust are distributed, additional conditions, such as a financial undertaking or performance guarantee, may be required by the department in the final Deed. In this instance a Respondent may also need to provide financial statements from the guarantor(s) unless a bank guarantee is provided.

If a Respondent is associated with a family trust, the Respondent must specify family trust assets and how those assets may be used to support the trust.

Group Respondents

If applying as a Group Respondent, each member of the Group Respondent, including the lead member, must complete a separate Financial and Credentials Information Form and must provide supporting documentation relevant to their individual organisation, such as the relevant STR for a Group Respondent or Tendering Group.

Copies of relevant Deeds or Deeds regulating the Group Respondent, including deeds of cross-guarantee, deeds of partnership, constitutions, shareholders' agreements, and the like, must be provided.

Sole traders

Sole trader Respondents must provide details of their individual financial position, including but not limited to, bank statements and personal tax returns. Refer to Attachment 1 of the Financial and Credentials Information Form for guidance.

Further checks of Respondents

The department may undertake further checks of a Respondent, its subcontractors, and its relevant persons. This includes checking whether there is any information on the public record or contained in the department or other Commonwealth agency internal databases that the department considers

may adversely affect the Respondent's ability to meet its potential contractual obligations or may otherwise represent a risk exposure for the government. The department also conducts checks for non-disclosure.

Without limitation, the department may use its internal databases holding debt, fraud and other information and will also obtain information from external parties, such as credit reference agencies and the Australian Securities and Investments Commission, to verify information provided by the Respondent and to identify any adverse information.

EXPOSURE DRAFT

7. Information technology

7.1. External Systems Accreditation Framework

Under the Government's Protective Security Policy Framework¹ (PSPF) DEWR is responsible for the protection of data entrusted in its systems and is accountable for ensuring contracted organisations and systems used in the delivery of employment services comply with relevant PSPF requirements. [PSPF Policy 6](https://protectivesecurity.gov.au/publications-library/policy-6-security-governance-contracted-goods-and-service-Providers) (protectivesecurity.gov.au/publications-library/policy-6-security-governance-contracted-goods-and-service-Providers) sets out the requirement for DEWR to ensure contracted Providers comply with the PSPF. DEWR gives effect to these obligations, in part, through the External Systems Assurance Framework (ESAF). The ESAF sets out DEWR's accreditation of External IT Systems using a Right Fit For Risk (RFFR) approach. The department will work with DEWR to ensure that all Providers comply with requirements of the ESAF.

Right Fit For Risk

RFFR is the mechanism through which the department gains assurance regarding Provider and Third Party Employment and Skills (TPES) systems, and that their operations are at an appropriate standard of security. RFFR uses the international standard ISO/IEC 27001:2022, which is contextualised for government-sponsored services by embedding controls sourced from the Australian Government Information Security Manual (ISM).

RFFR's extension of the ISO27001 standard has been formally ratified by the Joint Accreditation System of Australia and New Zealand (JASANZ) as the DESE ISMS Scheme. For further information see the [JASANZ website](https://register.jasanz.org/endorsed-schemes/details/5903a7c2-0f91-eb11-b1ac-002248152afe) (register.jasanz.org/endorsed-schemes/details/5903a7c2-0f91-eb11-b1ac-002248152afe).

Below are the 3 core expectation areas of importance to effective cyber security embedded in RFFR. These are minimum mandatory requirements and must be in effect at the time contracted services commence:

1. **Sovereignty of data and IT services** – the department requires that all data relating to job seekers, Participants and services delivered will be collected, stored, accessed, and managed in Australia. To avoid doubt, this means that data is not stored, sent or accessed from outside Australia, including backups and redundancy locations.

¹ Further information on the PSPF is available at: protectivesecurity.gov.au.

2. **Personnel onboarding and vetting** – Providers must take reasonable steps to verify the identity of their staff, their claims to employment and where required by the roles, completion of relevant background checks.
3. **Adhering to the ACSC Essential Eight Cyber Security Strategies²** – the Australian Cyber Security Centre recommends the Essential Eight as a series of baseline mitigation strategies to make it much harder for adversaries to compromise systems. DEWR recommends meeting Maturity Level 1 for each strategy and then targeting Maturity Level 2 and 3 over the subsequent years during the RFFR accreditation maintenance cycle.

Respondents that do not hold current accreditation must complete and upload the RFFR Questionnaire with their response. The department will assess the Respondent's capacity to meet the 3 core expectation areas of importance.

Further information on the ESAF and RFFR process is available [on the DEWR website](https://dewr.gov.au/right-fit-risk-cyber-security-accreditation) (dewr.gov.au/right-fit-risk-cyber-security-accreditation).

Timeframes

If successful, Respondents must achieve RFFR accreditation within 9 months of the Deed commencement date and maintain compliance with the ESAF in conjunction with the related clauses of their Deed. Respondents and subcontractors will also be required to maintain their RFFR accreditation annually through the accreditation maintenance process, while informing the department of any significant changes to their organisation or ICT environment within 5 business days of the change. For those Providers and subcontractors who had previously achieved RFFR accreditation and no longer hold a current Deed or agreement with the department, RFFR accreditation will need to be re-instated.

Within 1 month of the contracted start date: Providers undertaking the accreditation process will be required to complete **Milestone 1**.

This Milestone will demonstrate the Provider's current cyber security posture and see them allocated to one of three categories for the purposes of RFFR. The document suite required for completion relevant to the Provider's category will be communicated by the department.

Within 3 months of the contracted start date: Providers are required to display material progress towards gaining accreditation during **Milestone 2** and allow the department an opportunity to provide constructive feedback.

² [Essential Eight | Cyber.gov.au](https://cyber.gov.au) (cyber.gov.au/acsc/view-all-content/essential-eight)

The Provider must submit the following documentation to the department for assessment of progress within the allocated timeframe:

- a draft scope of their Information Security Management System (ISMS)
- preliminary Statement of Applicability, identifying controls that are applicable or not applicable and the current implementation status of each
- for medium-sized - providers, a self-assessment report attesting to the conformance to ISO27001:2022, or
- for large providers, an ISO27001:2022 **Stage 1** assessment report attesting to the design of the Provider's ISMS.

Within 9 months of the contracted start date: Providers are required to submit evidence demonstrating the implementation of an ISMS that adheres to RFFR requirements.

This will include the submission of:

- a final scope of the Provider's ISMS
- a final Statement of Applicability, identifying controls that are applicable or not applicable and the current implementation status of each
- for medium-sized Providers, a self-assessment report attesting to the implementation of ISO27001:2022, or
- for large providers, an ISO27001:2022 **Stage 2** assessment report attesting to the implementation of the Provider's ISMS.

Note: The department may request additional information to inform the accreditation decision.

External IT Systems

An External IT System is any system outside the department's direct control that is involved in storing, processing or transferring data relating to services contracted to be delivered on behalf of the department.

An External IT System typically includes a combination of:

- A Provider's own IT System – required for the interaction with the department's system. This includes the Provider's own network, self-hosted or managed servers, software applications, data stores and endpoint devices such as laptops, tablets, or smartphones³.
- Third party IT, including:
 - Third Party Employment and Skills (TPES) systems, which are software products/services tailored specifically to the needs of the employment and skills industry. DEWR has accredited several TPES systems. Details are available on [DEWR's website](http://www.dewr.gov.au/right-fit-risk-cyber-security-accreditation/accredited-third-party-employment-and-skills-tpes-systems) (www.dewr.gov.au/right-fit-risk-cyber-security-accreditation/accredited-third-party-employment-and-skills-tpes-systems).
 - Third Party Supplementary IT Services are managed by a third party under explicit direction by a Provider. For example, a third party engaged by a Provider to administer its IT systems, or destroy media, or information on the Provider's behalf.
 - Cloud Services – a Provider may use a range of cloud services to supplement their own IT system.

The Provider is responsible for ensuring their use and operations of any External IT System (including any third-party IT) meets the requirements outlined in the ESAF. The department requires assurance from Providers that appropriate security requirements and periodic performance monitoring arrangements are reflected in any agreements with third party IT suppliers.

Some third parties may be independently certified, for example, through ISO27001 or the Information Security Registered Assessors Program. However, the obligation remains with the Provider to understand the scope of any certification for the components of their External IT System, to confirm the certified configuration matches their own usage, and to ensure they are meeting any customer-specific obligations.⁴

Maintaining accreditation under the ESAF

Once Providers have achieved RFFR accreditation, the accreditation must be maintained for the duration of the contracted period. Providers must submit annual evidence to the department of their ISMS maintenance, including the outcome of their annual ISO27001 surveillance audit for Category 1 Providers. The RFFR approach also requires Provider's communicate any significant changes in circumstances to the department within 5 business days. This includes items such as entering into a

³ Further information is available at: cyber.gov.au.

⁴ Customer obligations are typically included in the third party's certification report or may be provided by the third party on request.

new Deed, changes in subcontracting arrangements, or the introduction of new, or amendment to existing, significant ICT infrastructure or systems. Further information is available on the DEWR website (<https://www.dewr.gov.au/right-fit-risk-cyber-security-accreditation/accreditation-maintenance>).

The department requires Providers and any subcontractors to be RFFR re-accredited every 3 years. Failure to maintain accreditation or achieve re-accreditation may result in termination of the contractual arrangement between the department and the Provider.

Current accreditation under the External Systems Assurance Framework

Successful Respondents that are accredited under the department's ESAF may continue their agreed Annual Maintenance and re-accreditation schedule. These Providers must assess any material impact to their ISMS with the addition of the new Deed and advise the department accordingly. This will occur through the submission of an updated Scope document and Statement of Applicability to the department. The department will subsequently assess any impact on the Provider's existing RFFR accreditation. It is important to note that the total number of Participants a Provider delivers services to, based on a combined total of all deeds and agreements the Provider holds with the department and other departments (such as DEWR), is relevant for RFFR purposes and should be disclosed either during Milestone 1 or through submission of a change of circumstance notification to the department.

Note: All offers of business made by the department will be conditional on progress against and achievement of accreditation under the ESAF within the timeframes advised by the department.

8. Legal and other matters

8.1. Conditions of lodgement

Respondents are responsible for ensuring they have:

- read the entire RFT, any documents referred to in this RFT, any other additional information the department may provide on its websites or AusTender, and any Addenda issued, and ensure they understand any other circumstances that may influence their response
- examined all further information that is obtainable by the making of reasonable inquiries relevant to the risks, contingencies and other circumstances influencing their response
- satisfied themselves as to the terms and conditions of the Draft Deed and their ability to comply
- made their own independent assessment and investigations, and, if necessary, obtained their own legal, financial, business, or other professional advice on the RFT process, or for the purposes of preparing their response
- taken note of the closing date and time and the requirement for the entire Tender to be submitted on AusTender by the closing date and time
- satisfied themselves their response is complete, accurate and provides the necessary information to be assessed, and
- kept a copy for their records of their submitted response and all uploaded attachments.

8.2. Contracting with the department

Draft Deed

The department proposes to enter into a Deed with consistent terms and conditions with successful Respondents that is substantially in the form found at Appendix D (Draft Deed) Appendix D – Draft Deed. Respondents should review the terms and conditions of the Draft Deed when preparing their response to this RFT.

Respondents should seek their own independent legal advice if they have any queries or concerns regarding the Draft Deed.

Lodging a response to RFT will constitute an offer by the Respondent to provide the services on the terms and conditions set out in their response and the Draft Deed.

A Tender is not taken to have been accepted by the department unless and until, a formal Deed has been executed by the Respondent and the government.

Special Conditions

In bidding for the new program, where a Respondent undertakes to provide service features that are unique or innovative, that are considered by the Delegate to enhance the overall service offer and are material to the awarding of business under the Deed, these undertakings will be specified as Special Conditions in the Schedule of the Deed.

Novations and assignments

In the first twelve months of the commencement of the new specialist disability employment program, the department will not consider requests from a Provider to assign or novate its Deed unless exceptional circumstances exist. In determining whether to approve any proposed assignment or novation due to exceptional circumstances, the department may consider any relevant matter, including whether the Department considers, at its absolute discretion, that the assignment or novation presents a risk to the Commonwealth.

Guidelines

Successful Respondents will be required to observe and implement the provisions of any Guidelines issued by the department.

Successful Respondents will be required to adhere to promotion and style guides issued by the department to govern promotional activity, including any obligation to:

- ensure that all advertisements, publicity and promotional materials carry the approved badging and signage, and
- acknowledge the financial and other support provided by the government.

8.3. Legal and policy requirements

Each Respondent must ensure compliance with all relevant laws and with government policy in preparing and lodging its Tender and taking part in the RFT process.

Privacy

In administering the Services specified in this RFT, the department is bound by the provisions of the *Privacy Act 1988* (Cth) (Privacy Act) including the Australian Privacy Principles contained in Schedule 1 to the Privacy Act. The Privacy Act regulates the handling of personal information

(including sensitive information) of individuals by government agencies and certain private sector organisations, including the collection, storage, use and disclosure of that information.

Personal information (relating to the Respondent and its employees, officers and subcontractors) provided as part of lodging a response may be used by the department for the purposes of administering the RFT and preventing, detecting, investigating or dealing with a fraud or security breach relating to this RFT. In lodging a response to this RFT, as part of their declaration, Respondents warrant they have obtained consent or provided reasonable notification in accordance with the Privacy Act.

The Australian Privacy Principles that apply to the department will also apply to successful Respondents who enter into a Deed with the department. Successful Respondents will be required under the Deed to ensure that they and their agents comply with the Australian Privacy Principles. Successful Respondents will also be required to impose the same privacy obligations on any subcontractors they engage to perform all or any part of the services.

Privacy complaints may be made directly to the Office of the Australian Information Commissioner. However, the Australian Information Commissioner prefers that the department be given an opportunity to deal with the complaint in the first instance.

Discrimination

Services procured through this RFT will be administered in a way that supports the principle of non-discrimination.

Australia's Disability Strategy 2021–2031 calls on all Australians to ensure people with disability can participate as equal members of society and remove barriers that prevent people with disability having access to programs and services.

All Services procured through this RFT will be subject to the provisions of the following Acts, which are designed to prevent discriminatory practices:

- *Racial Discrimination Act 1975 (Cth)*
- *Sex Discrimination Act 1984 (Cth)*
- *Australian Human Rights Commission Act 1986 (Cth)*, and
- *Disability Discrimination Act 1992 (Cth)*.

Working with vulnerable people

Providers, their employees, and subcontractors that interact with elderly people, people with disability or who are otherwise vulnerable, or children, are required to arrange, undergo and pay for

all relevant working with children checks, working with vulnerable people checks and/or police checks.

Providers may be subject to the provisions of the following Acts:

- *Child Protection (Working with Children) Act 2012 No 51* (NSW)
- *Working with Vulnerable People (Background Checking) Act 2011* (ACT)
- *Working with Children (Risk Management and Screening) Act 2000* (Qld)
- *Worker Screening Act 2020* (Vic)
- *Care and Protection of Children Act 2007* (NT)
- *Children and Young People (Safety) Act 2017* (SA)
- *Registration to Work with Vulnerable People Act 2013* (Tas)
- *Working with Children (Criminal Record Checking) Act 2004* (WA)
- any other state-based or territory-based legislation relevant to working with children.

Governing law

This RFT is to be construed in accordance with, and any matter related to it is to be governed by, the laws of New South Wales. The courts of that jurisdiction have non-exclusive jurisdiction to decide any matter related to this RFT.

Values, code of conduct and security

The department requires its Providers (including their personnel) to conduct themselves in accordance with:

- the Australian Public Service Values and Code of Conduct in practice (www.apsc.gov.au/publication/aps-values-and-code-conduct-practice) set out in the Public Service Act 1999 (Cth)
- the Government's Protective Security Policy Framework (www.protectivesecurity.gov.au)
- the department's security instructions as notified from time to time.

Workplace Gender Equality Act 2012 (Cth)

Government policy prevents the government from entering into contracts with suppliers who are non-compliant under the *Workplace Gender Equality Act 2012 (Cth)* (WGE Act). The Deed requires that, in performing any work or service, a successful Respondent must:

- comply with its obligations, if any, under the WGE Act, and
- if the term of the Deed exceeds 18 months, the successful Respondent must provide a current letter of compliance within 18 months from the Deed Commencement date and following this, annually to the department.

Respondents should note that if, during the term of the Deed, a Provider becomes noncompliant with the WGE Act, the Provider must notify the department. For further information about coverage of the WGE Act, see the [Workplace Gender Equality Agency website \(www.wgea.gov.au\)](http://www.wgea.gov.au).

Respondents must declare when submitting their Tender if their organisation is a 'relevant Employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Tender, or prior to entering into a Deed.

Anti-terrorism measures

Under Part 4 of the Charter of United Nations Act 1945 and the Charter of United Nations (Dealing with Assets) Regulations 2008, it is an offence to make any funds or assets available to a person or organisation on the list of persons and entities designated as terrorists. A link to the list and more information can be found at the [Department of Foreign Affairs and Trade Australia and Sanctions website \(www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx\)](http://www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx).

The department will not enter into any contractual arrangement (that is, a Deed or contract) with a person or organisation on the list, and Respondents are required to declare when submitting their Tender that they, and any proposed subcontractors, are not listed.

Closing the Gap

All Australian governments are working with Aboriginal and Torres Strait Islander peoples, their communities, organisations and businesses to embed and progress, [the National Agreement on Closing the Gap \(www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap\)](http://www.closingthegap.gov.au/national-agreement/national-agreement-closing-the-gap). This work is undertaken with our partners including the Coalition of Peaks and our national, state and territory, and local jurisdictional counterparts.

Respondents should note that the requirements to achieve the Australian Government's Closing the Gap commitments may apply to the Deed.

Additional requirements

Respondents must also comply with other relevant government legislation and policies relating to the RFT process and the provision of the program including:

- *Modern Slavery Act 2018* (Cth)
- Division 137.1 of the *Criminal Code Act 1995* (Cth)
- *Fair Work Act 2009* (Cth)
- *Ombudsman Act 1976* (Cth)
- *Public Governance, Performance and Accountability Act 2013* (Cth)
- *Work Health and Safety Act 2011* (Cth)
- *Copyright Act 1968* (Cth)
- Commonwealth Fraud Control Framework
- the Commonwealth Procurement Rules
- Protective Security Policy Framework
- Shadow Economy Procurement Connected Policy
- Payment Times Procurement Connected Policy
- the Commonwealth Supplier Code of Conduct
- any other Commonwealth legislation and policies notified from time to time.

Respondents also need to comply with any relevant state and territory laws.

8.4. Indigenous Procurement Policy

Respondents should note that the Indigenous Procurement Policy (IPP) applies to this procurement. Respondents are encouraged to familiarise themselves with the IPP. More information can be found at [Indigenous Procurement Policy \(niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp\)](https://niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp).

The IPP aims to stimulate Indigenous entrepreneurship and business development, including through strengthening Indigenous economic participation in the supply chains of contractors to Government.

If any resultant Deed is a High Value Contract, the Mandatory Minimum Requirements (MMR) for Indigenous participation will apply.

The department may also apply the principles of the IPP in selecting providers for each of the ESAs.

In accordance with the IPP, a successful Respondent to this RFT will be required under the Deed to use reasonable endeavours to increase its:

- purchasing from Indigenous enterprises, and
- employment of Indigenous persons.

Purchases from an Indigenous enterprise may be in the form of engagement of an Indigenous enterprise as a subcontractor and/or use of Indigenous suppliers in the Provider's supply chain.

In responding to this RFT, Respondents will be required to submit a proposed Indigenous Participation Plan, setting out how their organisation intends to meet the MMR, if they are successful and their Deed is a High Value Contract, including targets for Indigenous employment and the use of Indigenous suppliers.

Respondents must also declare whether they have been (or are currently) party to, a Commonwealth contract that includes MMR, and if so, state the level of compliance with those requirements. The Indigenous Participation Plan will form part of the Deed requirements, where the MMR apply.

The department will exclude a response from further consideration if it considers that the response does not comply with any one or more of the following minimum IPP content and format requirements. To comply, the proposal must include:

- a confirmed Respondent declaration, and
- a proposed Indigenous Participation Plan.

In evaluating responses, the department will take into consideration:

- the Respondent's past performance and/or demonstrated commitment in relation to increasing
- Indigenous participation, including, where relevant, by having regard to the Respondent's past performance
- compliance with any MMR, and
- the extent to which the Respondent's proposed Indigenous Participation Plan will meet the MMR.

A Respondent that has no past experience with any MMR will not be disadvantaged by this alone. Its response will be assessed on other actions it has taken in the past to increase Indigenous participation and on its proposed Indigenous Participation Plan.

Mandatory Set Aside (MSA) requirements may apply to this RFT for ESAs that intersect with a 'remote area' as identified in the Remote Indigenous Procurement Policy (RIPP) map on the National Indigenous Australians Agency website.

8.5 Sustainable Procurement Guide

Respondents should note that the Sustainable Procurement Guide⁵ applies to this procurement and they should submit a draft environmental sustainability statement with their response.

The Sustainable Procurement Guide provides a framework for the Government to build on efforts to improve sustainability outcomes and mainstream sustainability principles in future procurement.

The Government is committed to transforming Australia's waste into a resource, where most goods and services can be continually used, reused, recycled and reprocessed as part of a circular economy.

Respondents are encouraged to familiarise themselves with the National Waste Policy and may be required to have a waste strategy in place that aligns with the National Waste Policy Action Plan.

8.6 Payment Times Procurement Connected Policy

From 1 October 2021, large businesses (annual income of over \$100 million) awarded government contracts of over \$4 million will be required to pay their new subcontracts (up to \$1 million) within 20 calendar days. Late payments of invoices in scope will incur interest penalties. This policy complements the Government Supplier Pay on Time or Pay Interest Policy. Respondents should indicate in their Tender if they are a large business for the purposes of this policy. For further information visit the [Payment Times Procurement Connected Policy website](https://treasury.gov.au/publication/p2021-183909) (treasury.gov.au/publication/p2021-183909).

8.7 Country of tax residency disclosures

From 1 July 2023, tenderers for Australian Government contracts worth more than \$200,000 are required to disclose their country of tax residency (including their ultimate parent entity's country of tax residence), as part of the general business identifier information required in the Commonwealth Government procurement tender application process.

Respondents must provide details of their:

- country of tax residency, and
- if applicable, their organisation's ultimate parent entity's country of tax residency (if different from above).

Information to assist Applicants to understand this requirement is available at: [Country of tax residency disclosures | Treasury.gov.au](https://treasury.gov.au/publication/p2023-183909).

⁵ <https://www.dcceew.gov.au/sites/default/files/documents/sustainable-procurement-guide-2024.pdf>

8.8 Australian Industry Participation plan

The Australian Industry Participation (AIP) National Framework principles may apply to the Deed. More information on AIP plan requirements can be found at www.industry.gov.au/major-projects-and-procurement/australian-industry-participation.

The Department of Industry, Science and Resources will make a determination, based on the Outcome of the RFT, as to whether an AIP plan will be required from any successful Respondents.

8.9 Modern Slavery Act (2018) (Cth)

Respondents must take reasonable steps to identify, assess and address risks of modern slavery practices in the operations and supply chains used in the provision of the Services Tendered for.

Respondents will be required to provide information on how they identify, assess and address risks of modern slavery practices in the operations and supply chains that will be used in the provision of the Services.

If at any time after the awarding of the Deed, the successful Respondent becomes aware of modern slavery practices in the operations and supply chains used to deliver Services, they must take appropriate action as soon as possible to address or remove these practices. This may include by addressing any practices of other entities in its supply chains.

The Modern Slavery Act 2018 (Cth) (Modern Slavery Act) requires that the Commonwealth prepare a modern slavery statement, for a reporting period, covering all non-corporate Commonwealth entities within the meaning of the Public Governance, Performance and Accountability Act 2013 (Cth).

The department may, by written request, require Providers to provide any information in relation to the Provider or any subcontractors that is necessary to enable the Commonwealth to satisfy its obligations under the Modern Slavery Act. If a request is made by the department in accordance with the paragraph above, Providers must provide the required information within 10 business days of the request.

8.10 Insurance

Successful Respondents will be required to obtain and maintain the insurance specified in the Draft Deed.

8.11 Fraud

Respondents and their staff must not engage in fraudulent activity in responding to this RFT. Further, successful Respondents selected to deliver the Services and their staff must not engage in fraudulent activity in relation to their Deed.

Providers will be required to promptly notify the department of the detail of any suspected fraud and include details of any fraud awareness.

Providers will be required to take all reasonable steps to prevent fraud upon the Government in relation to the new program. This includes the implementation of an appropriate fraud control plan, a copy of which must be provided to the department if requested.

The department will monitor compliance matters such as fraud, wrongdoing, invalid claims, discrimination, and other potential breaches of the Deed, and raise any concerns in a timely manner. This is supported by ongoing review, contract management and a program of regular and discrete monitoring activities.

The department will apply business remedies to administrative breaches of the Deed or any of its supporting guidelines. A separate legal framework applies where intent to defraud the Government is proven.

The department may exclude a Respondent from the RFT process should it become aware of information indicating that the Respondent has been involved in fraudulent activity.

Sharp practice

Providers must not engage in sharp practice, opportunistic non-compliance, or any other action or practice that has the effect of improperly, as determined by the department, maximising payments to, or otherwise obtaining a benefit (including with regard to performance assessment) for, the Provider or any other entity or entities.

Respondents may be required to address their processes for the training and management of staff, including the articulation of performance management and incentive systems that are consistent with the objectives and intent of employment services, when responding to this RFT.

8.12 Probity

Probity Adviser

The department is committed to ensuring that competition for the new program is fair and transparent. To do this, it is important that the RFT process is transparent and subject to appropriate scrutiny, and that all RFT procedures published by the department are followed.

The department has appointed the legal firm Ashurst as the external Probity Adviser. The role of the Probity Adviser is to advise the departmental Delegate (Deputy Secretary, Disability and Carers) on the probity and integrity of the RFT process. The role includes developing an overarching Probity Plan that can be applied to the RFT process and providing advice on probity issues, conducting appropriate probity training and advising on relevant probity arrangements.

The department has a complaint handling process in place for purchasing under this RFT. Persons with any concern about the probity or integrity of the tender process can raise their concerns with the Program Manager, DES Purchasing, at DESPurchasing@dss.gov.au and where appropriate, complaints will be referred to the external Probity Adviser.

Any questions about the RFT process or Services covered by the RFT process should be lodged through the [DESPurchasing mailbox at DESPurchasing@dss.gov.au](mailto:DESPurchasing@dss.gov.au).

The Australian Government will make sure that the RFT process is fair, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct, and is consistent with the CPRs.

Conflict of interest

Each Respondent is required to declare that, to the best of their knowledge, there is no actual, potential, or perceived conflict of interest that would prevent the Respondent entering into the Deed with the government and providing the services the subject of their response.

If a Respondent considers that, at the time of lodging their Tender, an actual, potential, or perceived conflict of interest concerning itself or a related entity exists or might arise during the term of the Deed or in relation to their response to this RFT, they must declare it.

An actual, potential, or perceived conflict of interest means any matter, circumstance, interest or activity affecting the Respondent (including the officers, employees, agents and subcontractors of the Respondent) that may, or may appear to, impair the ability of the Respondent to perform the Deed diligently and independently.

A conflict of interest may exist, for example, if Respondents (including any of their officers, employees, agents, and subcontractors):

- have a relationship (whether professional, commercial, or personal) with the department's personnel involved in the evaluation of Tenders
- have contacted any departmental personnel involved in this RFT process for the purposes of making that person an offer of employment, or
- have a relationship with, and obligations to, an organisation or person which would affect the performance of the Deed by the Respondents or would bring disrepute to or embarrass the department or the government.

In preparing a response to this RFT, Respondents must not involve personnel, including contractors and consultants that have been engaged by the department in the design, development, planning and/or preparation of the new program. This will be regarded by the department as a clear conflict of interest.

If at any time prior to entering into a Deed with the department an actual, potential or perceived conflict of interest concerning itself or a related entity arises, or may arise for any Respondent, that Respondent must immediately notify the DESPurchasing@dss.gov.au mailbox in writing.

If an actual, potential, or perceived conflict of interest arises, the department may:

- exclude the Tender from further consideration
- enter into discussions to seek to manage or resolve the conflict of interest, or
- take any other action it considers appropriate.

Double funding

The department does not want to discourage responses from Respondents that receive other public sector funding. However, a Respondent cannot claim payments under the Deed that would constitute double funding, that is, receiving a fee from another government, state, territory, or local public funding source, including a different source within other departments, for providing the same or similar services.

Each Respondent is asked to declare, by completing the Financial and Credentials Information Form, any actual or potential contractual relationships with public funding bodies (federal, state, territory, or local government) under which it may be entitled to a fee for the provision of the same or similar services prior to a Deed being finalised.

Whenever such actual or potential contractual relationships exist, the Respondent must also provide details of the controls and arrangements it intends to put in place to ensure separation of claims, receipts, and fees from different public funding sources.

Where the department becomes aware that a Respondent has failed to disclose actual or potential contractual relationships with public funding bodies as described above, the department may, in its absolute discretion, exclude their Tender from further consideration in this process.

Ethical dealing

The Government's policy is to engage in the highest standards of ethical behaviour and fair dealing throughout the RFT process. The Government requires the same standards from those with whom it deals.

Tenders must be prepared without:

- improper assistance from current or former officers, employees, advisers, contractors, or agents of the department, or from current or former ministerial advisers, and

- using information improperly obtained through a breach of confidentiality, Section 122.4 of the *Criminal Code Act 1995* (Cth) or the *Public Service Act 1999* (Cth) or in breach of an obligation of confidentiality.

Respondents must not:

- engage in misleading or deceptive conduct, or make false or misleading claims or statements, in relation to their Tender or this RFT process
- engage in any collusive responding, anti-competitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any other person in connection with the preparation of their Tender or this RFT process
- attempt to solicit information from or influence improperly any current or former officer, employee, adviser, contractor, or agent of the department, or from any current or former ministerial adviser, or violate any laws or government policies regarding the offering of inducements in connection with this RFT process
- without the department's prior written consent, permit any current or former officers, employees, advisers, contractors, or agents of the department, or any current or former ministerial advisers, to contribute to their Tender or participate in any activity relating to this RFT process, if that person was involved at any time in designing, developing, planning, or managing information that is contained in this RFT process
- engage in, procure, or engage others to engage in, any activity that would breach the [Lobbying Code of Conduct \(www.ag.gov.au/integrity/publications/lobbying-code-conduct\)](http://www.ag.gov.au/integrity/publications/lobbying-code-conduct), or
- otherwise act in an unethical or improper manner, or contrary to any law.

Respondents are required to make a declaration of compliance at the time of lodgement of their Tender to this RFT. The department may exclude from consideration any Tender that has failed to comply with the obligations in this Section or engaged in any behaviour contrary to this section. Further, where it becomes known to the department a false declaration has been made, the department reserves the right to withdraw or terminate a Deed.

Competitive neutrality

Competitive neutrality requires that competition is fair and, therefore, assessments of relative performance against the selection criteria for Tenders are made on the same basis.

Respondents from the public sector should note that competitive neutrality requires that government businesses should not enjoy net competitive advantages over their private sector competitors by virtue of public sector ownership.

Respondents will be required to declare as part of their Tender declaration that they have abided by the requirements and principles of the Commonwealth's Competitive Neutral Policy Statement (<https://treasury.gov.au/publication/commonwealth-competitive-neutrality-policy-statement>).

8.13 Information management

The department's confidential information

Respondents must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the department, the Government or a third party acquired or obtained in the course of preparing a Tender to this RFT, or any documents, data or information provided by the department and which the department indicates to Respondents is confidential or which Respondents know, or ought reasonably to know, is confidential.

The department may at any stage require that all written or electronically stored information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Respondents) provided to Respondents (and all copies of such information made by Respondents) be:

- returned to the department—in which case Respondents will be required to promptly return all such information to the address identified by the department, or
- destroyed by Respondents—in which case Respondents will be required to promptly destroy all such information and provide the department with written certification that the information has been destroyed.

The department may exclude from further consideration any response lodged by a Respondent who has engaged in any behaviour contrary to this Section.

Ownership of Request for Tender documents

All documents comprising this RFT remain the property of the department. Each Respondent is permitted to use the RFT documents only for the purposes of compiling a Tender and, where relevant, negotiating the terms of a Deed with the department.

All copyright and other intellectual property rights contained in this RFT are and remain vested in the department and any third party who has given the department permission to incorporate them into the RFT.

Respondent's confidential information

The department will treat as confidential any information that is by its nature confidential and is provided by Respondents in connection with this RFT. Respondents must clearly identify in their Tender what information provided in their Tender (and any attachments) they consider is confidential.

Where a Respondent has identified any terms in the Deed that it wishes to be treated as confidential, the department will treat that information confidentially, subject to that information satisfying the confidentiality test set out by the Department of Finance at: Confidentiality throughout the Procurement Cycle (www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle).

Exception to disclosure of the Respondent's confidential information

The department will not be taken to have breached any obligation to keep information provided by Respondents confidential to the extent that the information is:

- disclosed by the department to its advisers, officers, employees, contractors, or subcontractors to conduct the RFT process, or to prepare and manage any resultant Deed
- disclosed to the department's internal management personnel, solely to enable effective management or auditing of the RFT process
- disclosed by the department to the responsible Minister
- disclosed by the department in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia
- shared by the department within the department's organisation, or with another government department or agency, where this serves the government's legitimate interests
- authorised or required by law to be disclosed
- disclosed as procurement information for annual reporting purposes, or
- in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

If a Deed is entered into, the department is also subject to legislative and policy requirements that oblige it to disclose certain information in, or in relation to, the Deed, including:

- reporting government contracts and deeds with an estimated value (including GST where applicable) of \$10,000 or above on AusTender within 42 days of entering into that contract or deed, and
- publishing on the department's website a list of contracts and deeds that have a value of \$100,000 or more, which have not been fully performed, or which have been entered into in

the previous 12 months, and disclosing certain details, including the confidentiality requirements in, or in relation to, these contracts and deeds.

Freedom of information

Respondents should be aware that all documents created or held by the department, its contractors and subcontractors that provide services to the public or third parties on behalf of the department, are subject to the Freedom of Information Act 1982 (Cth) (FOI Act). Unless there is an Exemption under the FOI Act to restrict disclosure of a document, it may be made available, if requested, under the FOI Act.

Public disclosure and use of Tender information

In line with the government's objectives of assisting individuals and Employers to make informed choices in relation to their individual service needs, information provided by successful Respondents as part of their Tender may be published by the department. This includes responses to any of these selection criteria, particularly the organisation's strategies and business relationships.

During the term of the Deed, successful Respondents will be assessed against statements made in response to the RFT selection criteria as part of the department's performance monitoring. Achievements against indicators of performance referred to in Respondents' responses to the selection criteria may also be made public.

8.14 Other matters

The department's rights and liabilities

Subject to any liability arising under the *Government Procurement (Judicial Review) Act 2018* (Cth), the department will not be responsible in any circumstance for any costs or expenses incurred by any Respondent, or any other party, arising from a Respondent's participation in this procurement process.

Neither the department nor its officers, employees or advisers will be liable to any Respondent or other party in relation to the department's conduct concerning this procurement process, on the basis of any legal or equitable rights, as a consequence of any matter or thing relating to the participation of a Respondent or anyone else in this procurement process.

No contractual or other legal relationship will arise between the department and any Respondents, nominated subcontractor or any other party until a Deed is executed by the department and the Provider.

The department may, at its sole discretion and at any stage of this procurement process, including during or after the evaluation process:

- vary the new program procurement process, including the timing and processes referred to in this RFT
- vary the content of this RFT, or any documents relating to the new program, the procurement process or the Deed
- forward any clarification of the meaning of the content of this RFT to all known Respondents and nominated subcontractors on a non-attributable basis and without disclosing any confidential information of any Respondent or nominated subcontractor
- shortlist Respondents, including Respondents that have nominated subcontractors
- obtain clarification or additional information from Respondents, nominated subcontractors or any other party and use any such information for the evaluation of the responses
- negotiate with one or more Respondents, including with or without short listing, or discontinue negotiations
- contact nominated subcontractors directly and seek further information from them in relation to any matters, including their capacity to conduct the services on behalf of potential Respondents who have nominated them
- impose conditions on Respondents that have nominated subcontractors that the department considers necessary or appropriate
- reassess any response in whole, or in part, at any stage where the department considers that a Respondent or nominated subcontractor may not be able to conduct the specified services
- vary the evaluation process to conduct a further evaluation phase
- require a Respondent to provide details of a substitute subcontractor for any nominated subcontractor
- remove any response from consideration where, in the opinion of the department, the procurement process allows for the exclusion of a response, and
- terminate, suspend or abandon the procurement process if it considers that no responses offer value for money in accordance with the terms and conditions of this procurement process, or the department otherwise determines that it is in the public interest to do so.

If a Respondent is placed under external administration, becomes insolvent or otherwise loses the capacity to enter into a Deed with the government, the department may, at its discretion, exclude the response from further consideration.

If the department amends any aspect of this RFT or this RFT process after the closing date and time, it may seek the submission of amended responses.

Without limiting the 'Disclaimer' section below, if the department terminates the RFT process for any reason, it is not liable for any costs or compensation whatsoever for the preparation or lodgement of a response.

Offers to remain open and acceptance of offer

Any response submitted by a Respondent to the department under this RFT will constitute an offer capable of acceptance by the department within a period of 12 months from the closing date and time (Offer Period).

A response is not taken to have been accepted by the department unless and until a Deed has been executed by both the department and the Respondent.

Nothing in the two paragraphs above affects the additional services clause contained in the draft Deed.

Disclaimer

This RFT is an invitation to treat and is not to be taken to be or relied upon as an offer capable of acceptance by any party or as creating any form of contractual (including a process contract), quasi-contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

Neither the department, nor its officers, employees, agents or advisers will be liable to any Respondent, or any other party based on any contract or other understanding (including any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights or rights based on similar legal or equitable grounds) whatsoever, or in negligence, because of any matter relating or incidental to the RFT or a Respondent's participation in this RFT process, including instances where:

- a Respondent is not engaged to undertake the provision of the department's requirements
- a Respondent is not invited to participate in any subsequent process as part, or following completion, of this RFT process
- the department varies the RFT process or there is a change to the participating ESAs or Locations
- the department elects to enter into a Deed for all or any of the services with any party, whether or not that party was a Respondent in this RFT process
- the department decides to terminate this RFT process or not to contract for all or any of the requirements, or
- the department exercises or fails to exercise any of its other rights under or in relation to the RFT.

Participation in any stage of this RFT or in relation to any matter concerning the RFT will be at each Respondent's sole risk, cost and expense. The department will not be responsible in any circumstance for any costs or expenses incurred by any Respondent in preparing or lodging a response or in taking part in this RFT process or taking any action related to the RFT process.

Joint and several liability

Where more than one legal entity is a signatory to a Deed (that is, where the Respondent is a Group Respondent) each of those entities is jointly and severally liable for:

- the performance of all the obligations under the Deed, and
- all losses caused by any Subcontractor engaged for the purpose of the Deed.

Proportionate liability

The Draft deed, which is provided as an appendix to this RFT, sets out that the Deed is governed by the law of New South Wales and proportionate liability under the *Civil Liability Act 2002 (NSW)* is expressly excluded under the Deed for all matters arising under, or in connection with, the Deed anywhere in Australia. In addition, proportionate liability is also expressly excluded in all jurisdictions that make provision for this in relation to all matters arising in those jurisdictions under, or in connection with, the Deed.

Response lodgement

Respondents will enter claims against selection criteria directly into the AusTender lodgement system, which will allow Respondents to save drafts and return to the response as often as required before finalisation and submission. For the avoidance of doubt, please note that merely **saving** a draft will not constitute submitting a response and it is the responsibility of the Respondent to ensure their completed response is **submitted** prior to the closing date and time of the RFT.

Important note:

- Respondents **must** allow enough time to complete the lodgement of their response prior to the closing date and time of the RFT,
- each addendum **must** be read by the Respondent before submission of a response,
- Respondents are strongly encouraged to submit their response well before the closing date and time to allow enough time to resolve any issue that may arise and seek help if required, and
- the AusTender system will not accept responses after the closing date and time.

IT Tool to be used to lodge responses

AusTender is the tool that the department will use to receive responses and allows Respondents to download the relevant documentation relating to this RFT and to upload their response.

Organisations wishing to respond to this RFT must submit their response via AusTender, by the closing date and time specified in this RFT. Responses will not be accepted by any other means (including by hand, courier, post, facsimile, email). Where there is any inconsistency between the lodgement procedures set out on AusTender and those set out in this RFT, this RFT will prevail.

Respondents are required to access and register via the [AusTender website](https://tenders.gov.au) (tenders.gov.au), to access all related documentation. There is no fee for registering with AusTender.

If a Respondent has obtained RFT documentation from a source other than AusTender, the department does not guarantee the accuracy or currency of the documentation.

It is the responsibility of Respondents to ensure that their infrastructure, including IT operating system and browser version levels, meet the minimum standards needed for AusTender. Neither the department nor the government will take any responsibility for problems arising from Respondents' infrastructure and or internet connectivity.

Addenda

If the department amends this RFT, including its terms, requirements or the processes referred to, prior to the closing date and time, the department will issue advice (in the form of an Addendum) on AusTender.

The department and the government accept no responsibility if a Respondent fails to become aware of any alteration, correction or notice published on the [AusTender website](https://tenders.gov.au) (tenders.gov.au).

Attachments and hyperlinks

Respondents must only submit documents that have been requested by the department.

The department will not accept any attachments submitted that were not specifically requested.

Responses must be completely self-contained. No hyperlinked or other supporting material may be incorporated by reference.

Changing or withdrawing a response

Prior to the closing date and time, a Respondent can re-open their submitted response to make changes. Note that after re-opening a response, the Respondent **must** re-submit the amended response.

Important: Only responses with a status of 'submitted' in AusTender at the closing date and time will be considered by the department.

A Respondent can withdraw from the process by re-opening a response and not re-submitting it.

Material changes

Following lodgement of a response, a Respondent must notify the department in writing if an event occurs at any time during the evaluation process that has the effect of materially altering either the composition or control of the Respondent or the business of the Respondent from that stated in its response.

If the department receives notice of a material change, the department may, at its discretion, allow for the change to be considered as part of its evaluation of the response or may exclude the response from further evaluation.

Incomplete proposals and corrupt files

Incomplete responses, including those with electronic files that cannot be read or decrypted, and responses that the department believes may contain any virus, malicious code or anything else that might compromise the integrity or security of AusTender and/or the department's computing environment may, at the department's discretion, be excluded from the evaluation process.

Proof of lodgement

When a response has been successfully submitted, an official receipt is automatically emailed to the registered AusTender user. Respondents should save and print this receipt as proof of lodgement. Failure to receive a receipt means lodgement of the response has not been completed correctly.

Group Respondents

A group of legal entities may respond as a consortium, joint venture, partnership or some other form of alliance ('Group Respondent') to deliver services under the new specialist disability employment program.

A Group Respondent **must** specify in its response the business structure and arrangement under which it proposes to deliver the Services (for example consortium, joint venture, etc.).

If lodging a response as a Group Respondent, each member of the Group **must** individually satisfy the conditions for participation in Section 3.1. If one member of the Group fails to satisfy the conditions for participation in Section 3.1, the entire Group will be taken to have failed to satisfy the conditions for participation.

The Group **must** appoint a lead member to lodge the response on behalf of all members of the Group and **must** complete the **Group Respondents details** in their tender response.

The lead member entity **must** be authorised to negotiate, act on behalf of, and contractually bind each member of the Group. Each member of the Group **must** confirm the authority of the lead member entity, in writing, to contractually bind and act on its behalf to the department as part of the Group response. Each member's written confirmation, detailing the scope of the lead member's authority **must** be uploaded in their tender response.

Unless the department agrees in writing to any changes to the members of a Group Respondent, the membership of the Group Respondent **must** remain as specified in its response:

- from the closing date and time through evaluation of responses up until entry into the applicable Deed with successful Respondents, and
- if the Group Respondent is a successful Respondent, throughout the Term of the applicable Deed.

Where a Group Respondent is successful, each of the legal entities that form the Group Respondent will be jointly and severally liable for:

- the performance of all the obligations under the Deed, and
- all losses caused by any subcontractor engaged for the purpose of the Deed.

Respondents should each seek independent professional advice if they have any questions about the legal implications of different types of Group Respondent structures.

Subcontracting arrangements

Respondents **must** indicate if they intend for any person (or organisation) which is not an employee to perform work on the Services requested in the RFT. If a Respondent wishes to engage a subcontractor to deliver Services, then Respondents **must** complete the Subcontractor section in their RFT response detailing the proposed subcontracting arrangements.

Respondents agree, when completing the Subcontractor section, to the public disclosure of the names of any subcontractors and must inform the relevant subcontractor that their names may be publicly disclosed.

A nominated Subcontractor may also respond in its own right in the ESA for which it has been nominated as a Subcontractor.

Respondents offered a Deed as a result of the RFT, will remain responsible for the provision and quality of the services they subcontract. As set out in the Draft Deed, successful Respondents **must** impose relevant obligations of the Deed on subcontractors in the subcontract. Successful Respondents **must** also ensure all subcontractors comply with the requirements set out in any Deed entered into with the government.

Successful Respondents will also be fully responsible for:

- the actions all subcontractors
- all losses caused by the subcontractors engaged for the purpose of the Deed
- obtaining a subcontractor's agreement to the disclosure of its confidential information to the department, and
- the delivery of the relevant Service requirements.

Government departments, agencies, employees and agents

The government and state/territory government departments, agencies, employees or agents and local governments are not eligible to respond to the RFT. Further, government departments, agencies, employees or agents cannot assist potential Respondents in responding.

This does not include persons who are, or may be, regarded as authorised agents of any government departments (including the department) under existing employment services arrangements or currently contracted with the department, or entities currently contracted with the Services Australia to perform their functions.

Foreign companies

The department will only accept a proposal from a foreign company if it is registered under Part 5B.2, Division 2, of the *Corporations Act 2001* (Cth).

Competing entities

Respondents, when responding to government business opportunities, must ensure that they do not behave in an anti-competitive manner, that is, a Respondent must not:

- enter into or give effect to an agreement, or
- engage in a concerted practice,

which will substantially lessen competition in the respective market.

Subject to the exceptions set out below, a Respondent **must not** compete against itself within a single ESA by submitting alternative Tenders in respect of that ESA in an arrangement that could be seen as anti-competitive, for the purposes of the *Competition and Consumer Act 2010* (Cth).

For this purpose, a Tender from one entity and a separate Tender from another entity 'controlled' by the first entity will be treated as alternative Tenders, and both will be excluded.

Important: Where a Respondent retains its legal identity as a member of a Group Respondent, the Respondent cannot submit another individual response for the same ESA which it has responded as part of the Group Respondent.

A Respondent cannot be a member of more than one different Group Respondents tendering to provide Specialist Services to deliver to different specialist client groups within the same ESA.

A Respondent cannot be a member of a Group Respondent tendering to be a Specialist Provider, as well as be a member of a different Group Respondent tendering to be a Generalist Provider, for the same ESA.

For the purposes of this section 'controlled' and 'related bodies corporate' have the same meanings as in the *Corporations Act 2001* (Cth).

Where a Respondent is a related body corporate of another Respondent or an entity that has already won business from the department, then the department may require the Respondent to provide evidence as part of its Tender of the degree of operational independence between the entities, and to outline appropriate mitigation strategies for any relevant probity risks (such as conflicts of interest or breaches of confidentiality).

The department also reserves the right to exclude or not award business to any Respondent that it considers has contravened these requirements or who has not proposed an adequate mitigation strategy.

Exception

A Subcontractor may be nominated as part of a Tender by one or more Respondents for the same ESA. **A nominated Subcontractor may also respond in its own right in that ESA.**

Unintentional errors of form

If the department considers that there are unintentional errors of form contained in a response, the department may give the Respondent the opportunity to correct or clarify the errors but will not permit any material alteration or addition to the response.

Appendix A – Communication protocol

The following communication protocol is established to support the RFT for the new program.

The purpose of this protocol is to establish procedures to minimise the risk of any improper practice occurring that could influence the fair operation of the market or the probity of the RFT process. These procedures also make provision for addressing any allegation of such impropriety.

Those who may be in positions that the public could perceive as having the power to influence the operation of the RFT process have been identified as including:

- employees of the department
- ministers, parliamentary secretaries, and their staff
- parliamentarians, whether Commonwealth, state, or territory
- existing employment services providers and industry groups, and
- anyone else directly or indirectly involved in the procurement process acting for the department or with access to information about the department's activities that is not generally known (that is, those with 'inside' information).

The following procedures have been adopted to minimise the risk of any inappropriate influence on the RFT process and must be adhered to.

Contact with portfolio ministers

During the RFT process, portfolio ministers will continue to interact with relevant stakeholders for business-as-usual meetings, conferences, and social activities.

However, during these interactions, the only information, if any, that can be provided about the RFT process will be limited to information that is already available in the public arena. Respondents must not seek to elicit or obtain from portfolio ministers, or their staff, by direct or indirect means, any information concerning this RFT process that is not already available in the public arena.

The RFT process will be conducted by the department with all decisions made by the department in accordance with the approved delegation.

Contact with the department

During the RFT process, the department continues to interact with relevant stakeholders as a part of its ongoing business (on a business-as-usual basis), including continuing any regular discussions with a range of interest groups and industry representative bodies.

At these business-as-usual interactions, any discussions relating to the RFT process, however, will not be permitted.

The following principles will apply:

- All Respondents will utilise the process set out in this RFT to contact the department for the purpose of querying or clarifying any aspect of the RFT process.
- The department will not consider unsolicited references or responses on behalf of Providers or Respondents outside of those provided for in the RFT process.
- Respondents or other persons with an interest in the RFT process must not enter into discussions with or otherwise engage in any activity with the department, persons directly or indirectly involved in the RFT process acting for the department, and other persons who have been identified as being in positions of potential influence over the operation of the RFT process. Further, the department will not enter into discussions or otherwise engage in any activity with Respondents, or such other persons with an interest in the RFT process, where this could be perceived as influencing the operation of the RFT process.
- Views on an individual Respondent or Respondents must not be expressed to the department in a way that could be perceived as an attempt to influence the department to favour, or disfavour, any Respondent.
- Details of any approaches by or on behalf of, an individual Respondent or Respondents will be fully documented.
- Communications or conduct suspected of involving a breach of this communication protocol or of the RFT process, including any suspected illegality will be investigated and may be taken into account during the RFT evaluation process.

Assistance

Respondents will compete on the basis of fair and open competition.

Respondents must not seek help from any person in a position that the public could perceive as having power to influence the operation of the RFT process to develop their Tender. Respondents must not seek any assistance in interpreting or otherwise using any information that has been made available about, or as part of, the RFT process except as provided for in procurement documentation published by the government, such as this RFT.

Information

Except as provided in procurement documentation published by the government:

- no Respondents will be provided with information about the RFT process (including any policy matters relevant to or affecting the procurement process)
- no Respondents will receive information about the decision-making processes.

Furthermore, the following principles will guide the department in communicating with Respondents:

- no Respondents will receive any information in advance of it being made available generally to Respondents
- no Respondents will receive more information than is publicly available
- data relating to an individual Respondent will only be made available to the Respondent to which the data relates, except when the data is used for the purposes of the procurement or Deed management and associated activities such as auditing
- where in the opinion of the department, information provided to one Respondent should be made available to all Respondents, that information will be distributed via an Addendum through AusTender on a non-attributable basis.

Further information on purchasing arrangements

The DES Purchasing team is the primary means of contact during the RFT process, and can be contacted on:

Email: DESPurchasing@dss.gov.au

To ensure the probity of the procurement process, the DES Purchasing team cannot provide interpretation or advice on how to respond to this RFT or provide information that is not contained in the RFT.

The email address is the primary mechanisms for communications relating to purchasing matters. All persons are required to refer or direct any purchasing-related enquiries to the email address.

Complaints handling

Any questions about the process or services covered by the procurement process must, in the first instance, be lodged through the Disability Employment Services Purchasing Hotline at DESpurchasing@dss.gov.au.

The department has a complaint handling process in place for purchasing under the procurement process. This process requires, as is appropriate, involvement of senior management and officials independent of the process. Consistent with these requirements, persons with any concern about the probity or integrity of the procurement process can raise their concerns with the department's internal legal adviser, through [insert email address]. Where appropriate, the internal legal adviser will refer concerns to the external Probity Adviser.

Judicial Review

The *Government Procurement (Judicial Review) Act 2018* (the Act) establishes an independent complaint mechanism for government procurement processes. Further information on handling complaints under the Act is available on the Department of Finance website: [Handling complaints](#)

under the Government Procurement (Judicial Review) Act 2018 (RMG 422)
(www.finance.gov.au/publications/resource-management-guides/handling-complaints-under-government-procurement-judicial-review-act-2018-rmg-422).

Probity Adviser

The department is committed to ensuring that competition for the purchase and supply of new program is fair and transparent. To do this, it is important that the procurement processes are transparent and subject to appropriate scrutiny and that all procurement procedures published by the department are followed.

The department has appointed Ashurst LLP as the external Probity Adviser. The role of the Probity Adviser is to advise the Delegate (Deputy Secretary, Disability and Carers), on the probity and integrity of the procurement process. The role includes developing an overarching Probity Plan that can be applied to the procurement and providing advice on probity issues, conducting appropriate probity training and advising on relevant security arrangements.

EXPOSURE DRAFT

Appendix B – Glossary

In this document, unless a contrary intention occurs, all capitalised terms have the meaning given to them in the list of definitions in this glossary.

Please note this glossary is provided to assist in explaining relevant terms used in this RFT, not all items are ‘defined terms’ and as such may not be capitalised throughout the document.

Table B1: Glossary of terms

Term	Definition
ABN	Stands for Australian Business Number, a unique identifier provided by the Australian Tax Office. An ABN enables businesses in Australia to deal with a range of government departments and agencies using an identification number.
assessed work capacity	A Participant’s work capacity assessed through an Employment Services Assessment or Job Capacity Assessment conducted by Services Australia.
Addendum/Addenda	A statement(s) of changes to the requirements in an RFT during the RFT Tender period, issued on 360Pro and AusTender.
Adult Migrant English Program (AMEP)	A government program administered by the Department of Home Affairs. The Adult Migrant English Program (AMEP) is a free service to help eligible migrants and humanitarian entrants improve their English language skills and settle into Australia.
AusTender	The centralised online procurement information system (www.Tenders.gov.au) for Australian Government agencies.
Australian Disability Enterprise (ADE)	An organisation which typically delivers supported employment services.
Australian Government (the government)	The Commonwealth Government of Australia as opposed to state, territory or local governments.
Bid	Part of a Tender, comprising a schedule and statement of claims against selection criteria for a service in an ESA.
Business day	Means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.
Business hours	Means from 9:00 am to 5:00 pm on a business day.

Term	Definition
Caseload	The number of Participants eligible to receive the Services.
Closing date and time	The date and time, as specified by the department in this RFT, by which time Tender submissions must be lodged.
Commence	The date on which the Provider has recorded completion of a Participant's initial interview, approved the Participant's job plan and has met any other requirements specified in the Participant's job plan.
Commonwealth	The Commonwealth of Australia and includes officers, delegates, employees, and agents of the Commonwealth of Australia.
Commonwealth Procurement Rules (CPRs)	The rules issued by the Minister for Finance under Section 105B(1) of the <i>Public Governance, Performance and Accountability Act 2013</i> , as amended from time to time. Commonwealth Procurement Rules (www.finance.gov.au/government/procurement/commonwealth-procurement-rules).
Consolidated group for tax purposes	An entity that is part of a consolidated group for income tax purposes, that is a group of entities owned by a single company that is treated as a single taxpayer. This may be different from any declared Group Respondent or Responding Group.
Consolidated group for GST purposes	An entity that is part of a consolidated group for goods and services tax (GST) purposes, that is 2 or more business entities that operate as a single business for GST purposes. This may be different from any declared Group Respondent or Responding Group.
Consortium	A group of 2 or more legal entities, however constituted, other than a partnership, which have entered into an arrangement for the purposes of jointly delivering the new specialist disability employment program, and which may have appointed a lead member of the group with authority to act on behalf of all members of the group.

Term	Definition
Deed	A binding agreement enforceable and executed in writing for the new program.
Delegate	The decision-making authority for the purposes of this purchasing process.
Department of Social Services (the department)	The Australian Government Department of Social Services or other Australian Government entity as may from time to time administer the Deed on behalf of the Department of Social Services .
DEWR	The Commonwealth of Australia as represented by the Department of Employment and Workplace Relations.
Direct Registration	Registration by the Provider of a Participant or Prospective Participant, who does not have a Referral.
Disability Employment Centre of Excellence (Centre of Excellence)	The Centre of Excellence will develop best practice, evidence-based information to help providers deliver high quality effective employment services for people with disability, injury or health condition and supports to improve disability employment outcomes.
Disability Employment Services Program (DES)	DES is the Australian Government's employment service that helps people with disability, injury or health condition to find work and keep a job.
<i>Disability Services and Inclusion Act 2023 (Cth) (DSI Act)</i>	The DSI Act provides legislative authority for the New Specialist Disability Employment Program.
Disability Support Pension (DSP)	The DSP is a payment from Centrelink in Australia for eligible people who have a medical condition that prevents them from working.
Documentary Evidence	Records of the Provider that evidence that Services were provided by the Provider for each claim for payment made, or that otherwise support a claim for payment by the Provider.
Eligible School Leaver	A Participant who Directly Registers with the Provider and who is seeking to transition from secondary school to post school

Term	Definition
	employment or an Australian State or Territory Government disability transition to work program to employment.
Employer	A person or organisation that employs people, in particular Participants of the new program.
Employment Assistance Fund (EAF)	The EAF is a program that provides financial assistance to eligible people with disabilities and mental health conditions to purchase work-related modifications and services.
Employment Benchmark	The number of hours, on average, that a Participant must work each week to achieve a Full Outcome, as identified on the Department's IT Systems.
Employment Service Area (ESA)	A geographical area identified and displayed at https://data.gov.au as varied by the department from time to time at the department's absolute discretion.
Employment services	A generic term that is used in this RFT to refer to the services available to Participants under the new program.
Employment Services Assessment (ESAt)	An ESAt is an assessment used to identify a Participant's vocational and non-vocational barriers to finding and maintaining employment, their work capacity and ongoing support needs.
DES Purchasing Hotline (the Hotline)	The Hotline is the primary means of contact during the RFT process and can be contacted via email at DESpurchasing@dss.gov.au between Monday to Friday, 9:00 am to 5:00 pm Canberra time, excluding ACT and national public holidays).
Exemption	Circumstances recorded by Services Australia resulting in a Participant's exemption from Mutual Obligation Requirements for a specified period of time.
Exit	The exit of a Participant from the new program.
External Systems Assurance Framework (ESAF)	The method the department uses to gain assurance that the Department's IT systems and data are safeguarded. The ESAF has been created to provide assurance for the department that the risk to departmental systems and confidential data stored

Term	Definition
	outside of the Department's ICT environment is being managed responsibly.
Flexible Service	A level of Services that are provided to a Participant who cannot participate in the Intensive Service, in order to prepare them for Employment.
Freedom of Information	The right of Australians to information in the possession of the Australian Government, as provided under the <i>Freedom of Information Act 1982</i> (Cth), limited only by Exemption provisions as set out in the legislation.
Future Work Capacity	Work capacity in 2 years' time from Assessment.
Generalist Provider	Generalist Providers will be able to deliver services to all Participants, regardless of the nature of their disability, injury, or health condition;
Group Tender	A Tender submitted by a Group Respondent.
Group Respondent (or Responding Group)	A group of 2 or more entities, however constituted, which may respond to this RFT and includes a consortium, joint venture, or some other form of alliance.
Guidelines	The guidelines issued by the department in conjunction with an associated Deed to instruct Providers as to how Services should be delivered.
Income Support Payment	A payment of a benefit or pension under the <i>Social Security Act 1991</i> (Cth).
Independent Assessment of Ongoing Support needs	An assessment undertaken by a National Panel of Assessors Provider to determine the level of ongoing support required by a Participant.
Indigenous Participation Plan	A plan detailing how the Respondent will meet the Mandatory Minimum Requirements for Indigenous Participation under the IPP.
Indigenous Procurement Policy (IPP)	The policy described in this document. See the Indigenous Procurement Policy website (www.niaa.gov.au/indigenous-Procurement-Policy)

Term	Definition
	affairs/economic-development/indigenous-procurement-policy-ipp) for further information.
Public briefing	A briefing session conducted by the department to inform stakeholders and potential Providers of this Request for Tender.
Initial Interview	An initial meeting between the Provider and a Participant.
ISO/IEC 27001 standard	The international standard for information security. It sets out the specification for an information security management system.
Job Capacity Assessment (JCA)	A JCA is a comprehensive assessment of an individual's level of functional impairment and work capacity, usually conducted to assist in determining qualification for the DSP.
Joint venture	A business enterprise in which 2 or more legal entities enter into a temporary Partnership through the use of a joint venture agreement, for the purpose of applying for the delivery of the new specialist disability employment program.
JobSeeker Payment	An Income Support Payment paid by Services Australia to individuals aged between 22 year of age and the Age Pension age who are either looking for work or are temporarily unable to do their usual work or study.
Key Performance Indicator (KPI)	An indicator of performance designed to assess, address, recognise and improve the performance of the SEE Provider in delivering Services.
Location	A defined geographic area or site within an ESA that a Provider nominates to provide the Services rather than to the whole ESA.
Mandatory Minimum Requirements	Any requirement of that name as set out in the Indigenous Participation Plan, or as otherwise advised by the National Indigenous Australians Agency.
market share	The percentage of the total available caseload in an ESA that is allocated to the Generalist Provider.
Market Share Cap	The maximum market share that a Generalist Provider will be awarded.

Term	Definition
Mutual Obligation requirement	The activity test or participation requirements that a Participant must meet to receive an Income Support Payment.
National Customer Service Line (NCSL)	The NCSL provides a point of contact to assist Participants and Employers with individual solutions to their employment services enquiries. This call is free from land lines: – Phone: 1800 805 260 – Email: nationalcustomerserviceline@dewr.gov.au
National Disability Insurance Scheme (NDIS)	The NDIS is a program funded by the Government that supports people with disability and their families.
National Standards for Disability Services (NSDS)	The NSDS include six standards that help to promote and drive a nationally consistent approach to improving the quality of services. They focus on rights and outcomes for people with disability.
Other Employment Service	Other Employment Service includes: <ul style="list-style-type: none"> • Workforce Australia • New pre-employment service for parents of young children • Self-Employment Assistance • any other service specified as an Other Employment Service in the Deed or any Guidelines.
Outcome	A 4 week outcome, a partial outcome or a full outcome.
Partnership	An agreement entered into by 2 or more legal entities in which each agrees to provide a part of the capital and/or labour for a business enterprise, and by which each shares a defined proportion of profits and losses.
Period of Service	A period that begins on Commencement and ends when the Participant reaches the maximum length of time in the program or is Exited, whichever happens earlier.
Post Placement Support	Support a Participant in Employment receives while they Participant is working towards an Outcome, unless the Participant is in Ongoing Support.

Term	Definition
Probity	<p>Refers to procedural integrity of the Tender process, underpinned by:</p> <ul style="list-style-type: none"> • equal treatment of all Respondents • the quality of, and adherence to, published Tender documentation • the evaluation processes used to ensure that there is objective and consistent assessment at each phase, by appropriately qualified and trained assessors • decision-making in accordance with legislative or regulatory powers and consistent with key administrative law principles.
Probity Adviser	<p>The external organisation the department has appointed to advise on the probity and integrity of the RFT process. The law firm Ashurst is the external Probity Adviser for this process.</p>
Protected information	<p>Has the same meaning as under section 23 of the <i>Social Security Act 1991 (Cth)</i>.</p>
Protective Security Policy Framework (PSPF)	<p>Assists government entities to protect their people, information and assets, both at home and overseas. It sets out government protective security policy and supports entities to effectively implement the policy across the following Outcomes: security governance and information, personnel and physical security.</p>
Provider Site or Site	<p>The business premises from which the Provider must, on a full-time or part-time basis, deliver services.</p>
'Register', 'Registration' or 'Registered'	<p>The act of Registering the creation or activation of a Participant's record on the Department's IT systems.</p>
Registered Training Organisation (RTO)	<p>An organisation Registered as a training organisation with either the Australian Skills Quality Authority, Victorian Registration and Qualifications Authority, or Training Accreditation Council, Western Australia.</p>

Term	Definition
Request for Tender (RFT)	This document, being the formal approach to market for the New Specialist Disability Employment Program.
New Specialist Disability Employment Program Deed	The New Specialist Disability Employment Program Deed, a draft of which is located at Appendix D.
New Specialist Disability Employment Program Provider or Provider	An organisation contracted to deliver the New Specialist Disability Employment Program services.
Respondent	Any person who is a prospective Respondent to this RFT, and following submission of a Tender, the person who submits that Tender.
Right Fit For Risk (RFFR)	The department's risk-based approach to cyber security for Providers. It includes requirements in relation to Provider IT System accreditation, associated timelines, standards and guidelines and is available on the department's IT Systems or at such other location as advised by the department from time to time. The RFFR approach forms part of the ESAF.
Specialist Provider	Specialist Providers will deliver services to a group of Participants with particular characteristics and/or disability, injury, or health condition.
Statement of Tax Record	A statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR .
Subcontract	Any arrangement entered into by the Provider under which some or all of the services under this Deed are provided by another entity.
Subcontractor	Any party which has entered into a Subcontract with the Provider and includes the party's personnel, successors and assigns as relevant.
Tender	An individual or organisation's submission to this RFT.

Term	Definition
Third Party IT system	A system supplied to a Provider, or one built or configured in-house by a Provider, to replace or be an adjunct to the IT systems provided by the department.
Transition period	The period, if any, notified to a DES Provider or a provider of the new program where eligible Participants are moved between Providers.
Voluntary Participants	A Participant who does not have a Mutual Obligation requirement.
Wage Subsidy	A subsidy payment administered by Providers to employers to complement ongoing discussions about their recruitment needs and encourage them to recruit Participants and provide them with ongoing work
WGE Act	The <i>Workplace Gender Equality Act 2012</i> (Cth).
WHS Act	The <i>Work Health and Safety Act 2011</i> (Cth) and any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
WHS Laws	The WHS Act, WHS Regulations and all relevant state and territory work, health and safety legislation.
WHS Regulations	The regulations made under the WHS Act.
Workforce Australia	Employment service delivered by DEWR.

Appendix C – Employment Service Areas

Providers are being sought to provide the new program in 111 ESAs (see ESA maps).

For each ESA, the following information will be released for exposure in the coming weeks:

- data on estimated point-in-time average caseload as at [insert date],
- an indication of the characteristics of the caseload in the ESA

Please note that this data is indicative and future numbers may vary in line with actual program performance and changes in local labour market conditions. The department does not and will not guarantee the number of individuals that will be referred to a Provider.

EXPOSURE DRAFT

Appendix D – Draft Deed

The Draft Deed will be released for exposure in the coming weeks.

EXPOSURE DRAFT

Appendix E – Checklist

Lodge your Tender in the AusTender Portal allowing enough time before the closing date and time.

Before you submit your Tender, make sure you have:

- Downloaded and read the Request for Tender (RFT) documentation from the AusTender Portal (Tenders.gov.au).
- Downloaded and read the documents and forms published in the AusTender Portal in the Supporting Documents folder.
- Read the Addenda, if any, and all additional information available to you (Frequently Asked Questions, Draft Deed etc.).
- Completed the relevant questions including:
 - Respondent details (including current and valid ABN and contact details)
 - details for Group Respondent (if applicable)
 - Conflict of Interest Declaration
 - confidential information
 - proposed subcontractor details (if applicable)
 - response to selection criteria
 - proposed service delivery ESA(s) and/or Location(s)
 - referee details
 - conditionality
 - minimum and maximum market share for Generalist Provider bids
 - proposed Maximum Caseload for Specialist Bids
 - Site details (i.e. Full-Time, Part-Time or Outreach Site)].
- Completed and uploaded the below Respondent forms to the AusTender Portal. These forms should be completed and submitted in their original format (unless advised otherwise) as the information you provide in these forms will be electronically extracted. Do not provide scanned copies of the forms except where specifically requested.

The forms are:

- **Right Fit For Risk Questionnaire** (including a questionnaire for each member of a Group Respondent)
- **Financial and Credentials Information Form(s)** (including any requested documents for each member of a Group Tender (if applicable))
- **Subcontractor Credentials Information Form(s)** (if applicable; including any requested documents)
- **Indigenous Participation Plan.**

Uploaded the following:

- proposed Indigenous Participation Plan
- a draft environmental sustainability statement
- **all required valid and satisfactory Statements of Tax Records**
- **Workplace Gender Equality letter of compliance** (if applicable)
- **Group Respondent letters of authorisation** (if applicable)
- Letter(s) of authorisation from nominated subcontractors confirming their agreement to be engaged should the Respondent be successful (if applicable)

Completed the 'Respondent Declaration' section.

Reviewed your Tender prior to submission.

Saved a copy of your Tender for your records.

Once your Tender is lodged, save the email sent to your Registered email address from the AusTender Portal.

Note: The department will not accept any attachments submitted in a Tender unless those documents/files have been specifically requested by the department.