

Guideline:

Delivering ParentsNext

This Guideline assists ParentsNext Providers to meet their obligations and responsibilities to deliver Services under the ParentsNext Deed 2018–2024 (the Deed). This Guideline explains Providers' requirements for:

- assessing ParentsNext eligibility, Referrals, Commencements and Direct Registration of Volunteers
- delivering Appointments and Services in line with the ParentsNext Deed, Services Guarantee, and the Provider's Service Delivery Plan
- managing Activities and Participants concurrently in an employment service
- considering and granting Participant Exemptions
- using the Participation Fund to support Participants with eligible goods and services
- tracking and claiming Education and Employment Outcomes
- completing Work Readiness Assessments
- transferring or exiting Participants.

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Changes from the previous version (Version 3.0)

Policy changes:

Increasing the maximum amount claimable via the Participation Fund for Professional Services delivered by a Provider's Own Organisation or Related Entity from 5 November 2022.

Wording changes:

Clarification that Participants who have declared earnings in the 6 month period prior to referral are not required to participate in the program. Correction to advice regarding where Documentary Evidence is to be uploaded in the Department's IT Systems for Education Outcome claims.

Addition: advice on how to inform a Participant their request for an Exemption has been rejected, and associated documentary evidence requirements.

A [full document history](#) is available at the Provider Portal.

Related documents and references

Reference documents and websites relevant to this Guideline include:

- Learning Centre (accessed through ECSN)
- [Privacy Guideline](#)
- [Participation Fund Decision Guide](#)
- [Servicing Participants with Challenging Behaviours Guideline](#)
- [Fair Work Act 2009 \(Cth\)](#)
- [Social Security Act 1991](#)
- [Social Security \(Administration\) Act 1999](#)
- [Guide to Social Security Law](#)
- [Fair Work Ombudsman - Minimum Wages](#)

Supporting documents relevant to this Guideline include:

- [Performance Supporting Document](#)
- [ParentsNext Key Performance Indicator Explanations](#)
- [ParentsNext Eligibility and Referrals Factsheet](#)
- [ParentsNext Services Guarantee](#)
- [Job Seeker Classification Instrument \(JSCI\)](#)
- [ParentsNext Direct Registration Form](#)
- [Self-Employment Assistance – Information for ParentsNext participants](#)
- [Transfer by Agreement Form](#)
- [Transfer due to Relationship Failure Form](#)
- [Wage Subsidies Operations Guide](#)
- [WHS Incidents and Insurance Readers Guide - Provider](#)
- [Work Readiness](#)
- [Work Star Processing Document](#)

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1. Eligibility for ParentsNext

Eligibility for Compulsory Participants

Parents are required to participate in ParentsNext if they:

- reside in an Employment Region
- have been receiving Parenting Payment (partnered or single) continuously for the last 6 months
- have a youngest child who is at least 9 months and under 6 years of age
- have not reported any income or hours worked in Employment in the 6 month period prior to referral
- are under 55 years of age, and
 - are an Early School Leaver, that is, are under 22 years of age and have not completed the final year of school (or equivalent level of education), or
 - are 22 years of age or over and have not completed the final year of school (or equivalent level of education); and have been receiving income support continuously for more than 2 years, or
 - have completed their final year of school (or equivalent level of education) and been receiving income support continuously for more than 4 years.

Services Australia is responsible for assessing eligibility for Compulsory Participants.

(Deed references: Annexure A1—Definitions)

Eligibility for Volunteers

To be a Volunteer, a parent must:

- be receiving Parenting Payment
- have a youngest child under 6 years of age
- reside in an Employment Region, and
- not be a current ParentsNext Compulsory Participant.

Both Services Australia and Providers can determine eligibility for Volunteers.

(Deed references: Annexure A1—Definitions; Clause 67)

2. Referrals to ParentsNext

Business Share and Referrals

The volume of Referrals to a Provider within an Employment Region is based on its Business Share for the Employment Region. Volunteers do not count towards a Provider's Business Share tolerance.

The Department of Employment and Workplace Relations (the Department) will block Referrals to a Provider where it reaches 130 per cent tolerance of its Business Share in an Employment Region.

(Deed references: Annexure A1—Definitions; Clause 66.2)

Referrals by Services Australia

Services Australia refers Participants to Providers by booking an Initial Interview for a Participant in the Provider's Electronic Calendar. Providers must accept all Referrals made by Services Australia.

Participants can select which Provider they are Referred to at their interview with Services Australia. Participants can choose any Provider that:

- has timeslots open
- has not exceeded their business share tolerance
- are within the same Employment Region as the Participant's home address, and
- are within 100 kilometres of the Participant's home address.

Providers must have capacity in the Electronic Calendar to accept an Initial Interview for a Participant within the next 2 Business Days. Services Australia can use 'Initial Appointment' and 'ParentsNext Any' timeslots when referring a parent for an Initial Interview.

Providers with a Referral without an Initial Interview must contact the Participant and book them into an Initial Interview within the following 2 Business Days.

Refer to the [Assistance to Participants](#) and [Appointments](#) sections of this guideline.

(Deed references: Annexure A1—Definitions; Clause 66)

Participants with an Exemption Referred by Services Australia

Providers may ask Participants with an Exemption Referred by Services Australia if they would like to participate voluntarily in ParentsNext. Providers must use their judgement about when this is appropriate.

If the Participant chooses not to voluntarily participate during their Exemption period, the Provider must contact the Participant when their Exemption ends.

Refer to the [Exemptions](#) and [Suspensions](#) sections of this guideline.

(Deed references: Annexure A1—Definitions; Clause 82.2)

Time to Work Employment Service Participants Referred to ParentsNext

Services Australia may refer Time to Work Employment Service (TWES) Participants to ParentsNext in the 3-week period before their release from prison.

If a TWES Participant is Referred to ParentsNext, the TWES Provider will arrange a facilitated transfer meeting with the Provider and TWES Participant in the 3-week period before the TWES Participant's release from prison, where possible. A TWES Transition Plan will be available to the ParentsNext provider to assist with servicing.

The Provider must attend the facilitated transfer meeting by telephone and cooperate with the TWES Provider to assist the TWES Participant's move to ParentsNext. The ParentsNext staff member assisting the TWES Participant on release from prison should attend the meeting where possible.

If an ex-TWES Participant Commences in ParentsNext and the Provider has not attended a facilitated transfer meeting, the Provider should contact the TWES Provider to discuss the TWES Participant's Transition Plan. While it is not required, where possible the Provider could include the Participant in this meeting.

Refer to [TWES information sheet for ParentsNext providers](#).

(Deed reference: Clause 70.4)

Incorrect Referrals to ParentsNext

Providers must investigate potentially incorrect Referrals to ParentsNext as quickly as possible to minimise inconvenience to an affected parent.

To do this, Providers should review the parent's circumstances and notify their Provider Lead immediately if they consider a parent does not meet the [Eligibility Criteria](#).

The Department will investigate and arrange to Exit the parent if their Referral is confirmed to be incorrect.

ParentsNext Providers should refer to the [Eligibility and Referrals Factsheet](#) for further information.

Commencing a Participant Referred by Services Australia

To Commence a pending Participant, Providers must record their attendance at their Initial Interview in the Department's IT Systems.

Refer to the [Assistance to Participants](#) and [Appointments](#) section of this guideline for details on required action during this period.



System step: Refer to [System Steps](#) for information.

(Deed references: Annexure A1—Definitions; Clause 71.3)

3. Direct Registration

Direct Registration of Volunteers

If a parent presents to a Provider without a Referral from Services Australia wanting to volunteer in ParentsNext, the Provider must assess their eligibility for ParentsNext as a Volunteer.

(Deed Reference: Annexure A1—Definitions; Clause 67)

ParentsNext Direct Registration Form

Providers must use the [ParentsNext Direct Registration Form](#) to determine if a parent is eligible for Direct Registration as a Volunteer. The form explains how Providers collect, use and hold parents' Personal Information. By completing the form, a parent gives consent for their Personal Information to be used in this way.

(Deed Reference: Annexure A1—Definitions; Clause 67)

Verifying a parent's identity

Providers must confirm a parent's identity as part of the Direct Registration process. The Direct Registration form provides a list of acceptable forms of proof of identity.

If a parent has genuine difficulty providing the documents listed in the Direct Registration Form, other documents containing the parent's name and address (postal or residential) may be used (for example, rates notices or phone bills).

Providers should consider referring a parent to Services Australia for assistance if they can't provide any evidence of their identity.

A parent will be Commenced as a Volunteer when Services Australia confirms their eligibility and their Provider records their attendance at an Initial Interview.

(Deed reference: Annexure A1—Definitions; Clause 71.3)

Not eligible as a Volunteer

Parents are not eligible for Direct Registration in ParentsNext as a Volunteer if they:

- are under 15 years of age,
- do not have the legal right to work in Australia (Note: Providers can use the [Visa Entitlement Verification Online \(VEVO\)](#) service to check a non-citizen's visa status after sighting their international passport)
- are incarcerated, or
- are participating in Workforce Australia Services, Workforce Australia Online, Disability Employment Services, Workforce Australia - Transition to Work or Workforce Australia - Self-Employment Assistance and are required to, or wish to, continue participating in that employment service.

If Services Australia confirms a parent is ineligible for ParentsNext, they will be Exited. Where this occurs, Providers should refer the parent to Services Australia to check their personal details are up to date.



Documentary Evidence: Refer to [Documentary Evidence](#) requirements for more information.



System step: Refer to [System Steps](#) for information.

(Deed references: Annexure A1—Definitions; Clause 67)

4. Assistance to Participants

ParentsNext assists eligible parents of young children to plan and prepare for Employment by the time their youngest child reaches school age.

Providers must deliver tailored assistance to:

- help Participants identify their Education and Employment goals
- refer Participants to appropriate Activities and services to help them address barriers, improve their Work Readiness and achieve their goals
- refer Participants to appropriate Education such as the Skills for Education and Employment (SEE) program, Year 12 and Certificate III or higher courses
- refer Participants to suitable employment programs.

Providers must deliver Services in line with their Service Delivery Plan and the ParentsNext Services Guarantee.

(Deed reference: Clause 63, Clause 88)

Participants subject to family and domestic violence

If a Participant discloses family and domestic violence, or a Provider has concerns that a Participant is experiencing or at risk of family and domestic violence, Providers must discuss support options and services available to them, and offer referrals. This includes support provided by a Services Australia social worker and national or state-based organisations that offer advice and information about family and domestic violence.

Participants must consent to a referral to a Services Australia social worker or other services. If a Participant does not consent to a referral, Providers must provide them with contact information to support options and services to enable the Participant to contact services directly. If providing written information, Providers must ensure with the Participant that it is safe to do so. If Providers have concerns for a Participant's safety, or the safety of their children, and the Participant declines support, these concerns must be escalated with supervisors.

Providers must also consider whether concerns for the safety of children require reporting in line with state and territory requirements. Please see Commonwealth Child Safe Framework below for more information.

Providers should also take disclosure of family and domestic violence into consideration when [setting requirements](#), using the [Targeted Compliance Framework](#) and granting [Exemptions](#).

Commonwealth Child Safe Framework

In response to the Royal Commission into Institutional Responses to Child Sexual Abuse, the Australian Government developed the Commonwealth Child Safe Framework (CCSF) as a whole of government policy that sets out the minimum standards for child safe practices within Commonwealth entities. The Commonwealth response includes a commitment to require any institution it funds to undertake child-related work to adopt the [National Principles](#) for Child Safe Organisations (National Principles).

Under the Deed, Providers must undertake a range of actions to ensure child-safe standards and practices are available and implemented. Amongst other things, Providers must comply with applicable Working with Children Laws, obtain Working with Children Checks where required, and implement the National Principles (including to undertake a risk assessment, provide training and ensure compliance).

Providers must certify compliance annually with the Child Safety clauses by completing the [Child Safety Provider Declaration](#) within 10 business days of 1 July each year, or if requested by the Department.

Resources for complying with the Child Safety clauses

The Department acknowledges the differences in each organisation, program, and the State and Territory jurisdictions and child safety-related laws. As such, implementation and compliance with the Child Safety clause(s) requires a tailored response from each Provider.

Providers should refer to the Australian Human Rights Commission's (AHRC) [Child Safe Organisations website](#) for practical tools and resources to help implement the [National Principles for Child Safe Organisations](#), including free e-learning modules developed by the AHRC to assist in training Provider Child-Related Personnel. Resources are also available from state and territory governments in relation to compliance with Working with Children Laws. A list of state and territory child safety links and resources have been consolidated on the [Child Safe Organisations website](#).

Reporting of Child Safety Incidents

In the course of delivering Services, Providers may identify concerns they have about a Child or Children. Providers must ensure that these concerns are actively and appropriately managed in line with their policies and procedures, the National

Principles and any legislation in the state and territory jurisdictions they operate in, including those requirements relating to mandatory reporting in those jurisdictions.

Where Providers are complying with the Department's existing processes and policies in the delivery of Services (for example, in incident management or the disclosures of protected information under a Public Interest Certificate), Providers must make the Department aware if a Child or Children are involved and any action taken to manage impact to the Child(ren).

Support to improve vocational skills

Providers must consider if a Participant has any Vocational Barriers they need support to address. Providers must, as appropriate, support Participants to:

- improve or develop skills needed for Employment, including by referring to
- language, literacy and numeracy programs, including SEE, or job specific training
- complete or increase their level of Education, update existing skills, or gain recognition of prior learning
- look for Employment, where this is their goal, by assisting them with their résumé, job searching skills and identifying appropriate Vacancies
- participate in other employment services, such as Transition to Work or Self-Employment Assistance, where this will help them move towards their goals.

(Deed reference: Clause 73.3; Clause 88.1)

Support to address Non-vocational Barriers

Providers must work with Participants to identify and address any Non-vocational Barriers. Barriers can include but are not limited to mental health, socio-cultural, personal, legal and environmental (such as housing) barriers. Providers should assist Participants by referring them to appropriate local services.

(Deed reference: Clause 88.1)

Support for Participants who are ready to look for work

Providers should identify Participants who indicate an eagerness and willingness to work and support them to look for suitable work. Support provided can include: frequent engagement and regular Appointments with the Participant; support with job searching and interview coaching, including referral to online or physical job boards and support to update a Participant's résumé; reverse marketing to Employers; referrals to other programs such as Transition to Work, Workforce Australia Online for Individuals, [Self-Employment Assistance](#); referral to training courses to gain employability skills and required industry qualifications; and financial support to cover the costs associated with finding or starting work. Providers are reminded that a number of financial supports are available to assist Participants into Employment, including the [Participation Fund](#), [Wage Subsidies](#) and [Relocation Assistance](#).

Interpreter services

Providers must provide an interpreter to facilitate communication with Participants where necessary or where a Participant requests an interpreter.

Refer to the [Providing Interpreter Services Factsheet](#) for guidance about providing interpreter services for Participants.



System step: Refer to [System Steps](#) for information.

Support to meet Requirements

Providers must assist Compulsory Participants to meet their Requirements by monitoring their participation and managing any failure to participate. Refer to the [Targeted Compliance Framework and Mutual Obligations Failures](#), [Participation Plans](#) and [Activities](#) sections of this guideline for more information.

(Deed reference: Section B3.1 – Mutual Obligation Requirements)

Practical assistance

Providers should provide practical assistance to Participants to help them meet their Requirements and move towards their goals.

Practical assistance may include:

- support and assistance under the [Participation Fund](#)
- arranging child minding, crèche or babysitting services for a Participant's child/ren so the Participant can attend Requirements
- supporting a Participant to obtain Australian Government child care assistance under the Child Care Subsidy or Child Care Subsidy Safety Net including the Additional Child Care Subsidy, where they may be eligible. Refer to the [Services Australia website](#) for more information
- connecting a Participant to community networks and organisations.

Providers must comply with the applicable 'working with children' laws in the relevant jurisdiction when assisting a Participant with child minding, crèche or babysitting services.

Engagement with other services in the community

Providers must work cooperatively to establish appropriate referral pathways before referring Participants to local services and Activities. Refer to the [Participation Plans](#) and [Activities](#) sections of this guideline for more information.

Feedback

Complaints and Customer feedback process

Providers must establish a Complaints handling process and Customer feedback register and:

- explain the process to each Participant at their Initial Interview
- ensure all Complaints are investigated by an appropriately senior staff member who is not the subject of the complaint
- promptly communicate the outcome of a Complaint investigation to the Participant, including any action the Provider will take in response
- if requested, advise the Department of the outcome of any Complaint investigations and the action the Provider is taking in response
- if requested, actively assist the Department in its investigation of any Complaint, including by:
 - responding to requests within required timeframes
 - assisting to negotiate a resolution

- assisting any other authorities to negotiate a resolution to any Complaint, where the Participant uses legislative or other complaints mechanisms.

Providers must refer a Participant to the Department's National Customer Service Line (NCSL) if they are dissatisfied with the Customer feedback process, or their Provider's investigation of a Complaint.

(Deed reference: Clause 11; Clause 24)

Involving Participants and receiving their feedback

Providers must establish feedback processes that encourage Participants to be actively involved in the delivery of ParentsNext Services and the Provider's decision-making about the delivery of Services.

(Deed reference: Clause 11; Clause 24)

5. Appointments

Type and frequency of Appointments

Providers must conduct an [Initial Interview](#) for each Participant followed by one Appointment every 3 months during their Period of Registration. Appointments for Compulsory Participants are generally subject to the Targeted Compliance Framework.

Providers can meet with a Participant more regularly if the Participant agrees. Additional Appointments must be recorded as voluntary and are not subject to the Targeted Compliance Framework.

Providers must also conduct Capability Interviews when required. Refer to the [Capability Interviews](#) section of this guideline for more information.

Providers must [formally notify](#) Participants of their requirement to attend Appointments.



System step: Refer to [System Steps](#) for information.

(Deed references: Clause 73; Clause 75; Clause 91; Clause 101)

Location of Appointments

Appointments must be conducted at the Provider's premises or another agreed suitable location. Appointments must be held at locations that are accessible, appropriate and safe for Participants, children and Provider staff.

Providers must not conduct Appointments or other Contacts at a Participant's home in any circumstance.

(Deed references: Clause 5; Clause 71)

Electronic Calendar and Appointment timeslots

Providers must record all Appointments in the Electronic Calendar.

Providers must create sufficient timeslots in the Electronic Calendar to allow Services Australia to book Initial Interviews. Providers must ensure the Electronic Calendar for each Site has capacity to receive an Appointment within the next 2 Business Days for new Referrals. This means the next 2 Business Days of operation

for the Site, whether Full-time, Part-time or Outreach, in accordance with item 6, Schedule 1 of the Deed.

(Deed references: Clause 71; Clause 72)

Initial Interview

Initial Interviews are an opportunity to build rapport with new Participants and set the tone for a supportive working relationship, tailored to the unique circumstances of Participants. Providers must conduct an Initial Interview for:

- new Referrals to ParentsNext
- Participants transferring from another ParentsNext Provider
- Volunteers who Direct Register.

Providers must meet new Referrals face-to-face for their Initial Interview. An Initial Interview may only be conducted via other means, for example, by phone, in Exceptional Circumstances or with written agreement from the Department.

(Deed reference: Clause 69; Clause 70; Clause 73; Clause 75)

Initial Interview requirements

Providers must complete the following at each Initial Interview:

- referring to the [Welcome to ParentsNext brochure](#), outline the Objectives of ParentsNext
- explain the Services they will deliver to the Participant
- give the Participant a copy of the Service Guarantee and their Service Delivery Plan
- for Compulsory Participants, explain their rights and obligations under Social Security Law¹, including:
 - the consequences of not meeting their Mutual Obligation Requirements (Requirements)
 - the general circumstances under which an Exemption may be available
- for Volunteers, explain they will be Exited if they miss 2 consecutive Appointments
- in accordance with the [Privacy Guideline](#):
 - explain the Participant's personal and sensitive information will be protected in accordance with relevant privacy laws
 - ask the Participant to read the [Privacy Notification and Consent form](#) and sign it if they consent to the collection and use of their sensitive information for the purposes of providing them with Services
 - explain they are not required to sign the Privacy Notification and Consent form. If the Participant chooses not to sign the form, explain that:
 - this may limit the types of services and Activities available to the Participant
 - the Participant must still participate in ParentsNext and meet their participation requirements

¹ Social Security Law means the *Social Security Act 1991* and the *Social Security (Administration) Act 1999*, as well as legislative instruments and determinations made under those acts.

- If a Participant chooses not to sign the Privacy Notification and Consent form they must not have their personal information disclosed for the purposes of delivering services. This means that Providers cannot pass on Participant information to adjacent services, other agencies, training or education organisations or other third parties. Participants can still be serviced if this is the case, but on a limited scale such as in Provider organisation activities. The Provider may also choose to have the Participant initiate contact with recommended third parties for additional services and activities. In recommending activities and services to Participants, Providers should give Participants the opportunity to reconsider giving consent to the disclosure of personal information for ease of servicing.
- explain the Complaints and Customer feedback process
- ask if the Participant has any restrictions in place excluding attendance at Appointments or certain types of Activities. For example, a court order/ruling may impose restrictions on a person from:
 - working with or being in the close presence of children
 - being within a certain distance of institutions such as schools, day care centres or churches
 - driving certain classes of vehicles, or
 - being involved in certain types of industries, such as the finance industry
- Commence the Participant in the Department's IT Systems and schedule the next Appointment.



System step: Refer to [System Steps](#) for information.

(Deed reference: Clause 24; Clause 29; Clause 70; Clause 75)

Initial Period

The Initial Period is the 20 Business Days after a Participant Commences in ParentsNext. Providers must complete the following for each Participant in their Initial Period:

- conduct a Job Seeker Classification Instrument (JSCI) assessment if one has not been completed within the previous 6 months. Refer to the [Job Seeker Classification Instrument \(JSCI\) supporting document](#) for more information.
- discuss the Participant's short and long term Education and Employment goals and identify a pathway to achieve their goals
- start preparing or updating the Participant's [Participation Plan](#)
- assist the Participant to choose relevant [Activities](#)
- refer the Participant to any local services that meet their needs.

(Deed references: Annexure A1—Definitions; Clause 73; Clause 74; Clause 76)

Ongoing Appointments

Providers may conduct quarterly Appointments either face-to-face or by phone or video conference. The format should be decided in consultation with Participants.

At each quarterly Appointment Providers must review the Participant's:

- progress towards their Education and Employment goals, including progress towards addressing any Vocational and Non-vocational Barriers
- personal circumstances, including family responsibilities.

Following review, Providers should complete the following as required:

- update the Participation Plan with new goals and Activities
- identify and refer the Participant to suitable support services
- if participant circumstances have significantly changed, consider conducting a new JSCI assessment
- consider an Exemption if the Participant's circumstances have changed.

(Deed references: Clause 71; Clause 74.2; Clause 76; Clause 82)

Booking Appointments

Providers should consult a Participant before booking a compulsory Appointment to ensure the date and time is suitable. This includes taking into consideration any Personal Events in the Participant's calendar.

The duration of Appointments is at Providers' discretion. However, Initial Interviews should be scheduled for at least one hour. This allows Providers to start establishing a working relationship with each Participant and complete Initial Interview requirements.

Third party appointments

Providers may book appointments for Participants with organisations other than the Provider or Services Australia. These are third party appointments. Third party appointments are generally one-off appointments for a Participant to assess their eligibility or interest in a service or Activity.

Providers must not book any third party appointments for medical/health services without the express permission of the Participant. Providers must record medical/health services appointments, including initial assessments, as voluntary only.

(Deed references: Clause 72)

Rescheduling Appointments

Providers must reschedule an Appointment to the next available opportunity if:

- the Participant has an Acceptable Reason for being unable to attend
- the Participant's consultant is unavailable to meet with the Participant at the scheduled time.

Refer to the [Targeted Compliance Framework and Mutual Obligations Failures](#) section of this guideline for more information.

(Deed reference: Clause 71; Clause 72; Clause 93.1)

Removing an Appointment

Providers must cancel a Compulsory Participant's Appointment if they have an Acceptable Reason and it is not appropriate to reschedule the Appointment, for example, because the Participant is hospitalised.



System step: Refer to [System Steps](#) for information.

(Deed references: Clause 71; Clause 72; Clause 93.1)

Attendance at Appointments

Providers must meet with Participants on the date and time of their Appointment as recorded in the Electronic Calendar. Providers must record attendance results to

reflect a Participant's attendance or non-attendance at Initial Interviews and Contact Appointments by close of business on the day of the Appointment.

(Deed references: Clause 71.3; Clause 72; Clause 73; Clause 92)

Attendance at compulsory third party appointments

Providers must seek a Participant's agreement before scheduling any third party appointment. A Participant must have the relevant Participation Plan code in their Participation Plan before a third party appointment can be scheduled in their Electronic Calendar.

Providers should generally schedule third party appointments as compulsory unless the appointment is related to medical services or Employment.

Attendance must be reported within 2 Business Days of a scheduled compulsory third party appointment. Participants are generally responsible for reporting their attendance unless they have been assessed as being unable to self-report attendance at Requirements. Refer to [Participation Plans](#) and [Activities](#) section of this guideline for more information.



System step: Refer to [System Steps](#) for information.

(Deed references: Clause 72; Clause 92)

Compulsory Participants

Compulsory Participants may be subject to action under the Targeted Compliance Framework if they fail to attend a compulsory Appointment without a Valid Reason. Refer to the [Targeted Compliance Framework and Mutual Obligation Failures](#) section of this guideline for more information.

(Deed references: Annexure A1—Definitions; Clause 72; Annexure B3.1)

Volunteers

Volunteers are automatically Exited from ParentsNext when they miss 2 consecutive Appointments.

(Deed references: Clause 84.5)

Voluntary Participants

A Compulsory Participant with an Exemption may choose to continue receiving Services as a Voluntary Participant. These Participants are not required to meet Requirements during their Exemption and will not be subject to action under the Targeted Compliance Framework for non-attendance at an Appointment.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed references: Annexure A1—Definitions; Clause 82)

6. Participation Plans

A Participation Plan is a tailored agreement between a Provider and Participant that sets out the Participant's Education and Employment goals, and the Activities that will help them reach those goals.

Participation Plans support Participants to effectively participate in ParentsNext. Participation Plans must be tailored and contain Education and Employment goals and Activities to support the Participant to achieve those goals. Providers must negotiate Participation Plans with Participants and only include Activities with a Participant's agreement.

Refer to the [Activity Types and Codes task card](#) for a list of acceptable Participation Plan codes and Activity types.

(Deed references: Clause 73; Section B1.3)

Participation Requirements

Compulsory Participants

Under Social Security Law, Compulsory Participants have the following Mutual Obligation Requirements (Requirements):

- attend Appointments with a ParentsNext Provider
- agree to a Participation Plan, which includes an appropriate Activity, and
- participate in the Activity agreed in their Participation Plan.

Providers must:

- meet with Participants for an Appointment at least once every 3 months
- [formally notify](#) Participants of their Requirements
- negotiate and set reasonable Requirements for Participants, and
- support Participants to meet their Requirements.

(Deed references: Annexure A1—Definitions; Clause 73; Clause 74; Clause 75; Clause 76; Clause 94)

Voluntary Participants and Volunteers

Voluntary Participants and Volunteers do not have Requirements and are not subject to the Targeted Compliance Framework. However, they are expected to participate fully while Commenced in ParentsNext. This includes attending Appointments, signing a Participation Plan containing voluntary Activities and participating in those Activities.

Participation Plans contain Participants' Requirements

For Compulsory Participants, a Participation Plan is an 'employment pathway plan' for the purposes of the *Social Security Act 1991*. Compulsory Participants who do not meet the Requirements in their Participation Plan are subject to the Targeted Compliance Framework.

Participation Plans set out:

- a Participant's Education and Employment related goals
- the Appointments and Activities the Participant has agreed to undertake to satisfy their Requirements
- any voluntary Activities the Participant has agreed to undertake to reach their goals.

(Deed references: Annexure A1—Definitions)

Providers negotiate and approve Participation Plans

Providers' Personnel must complete the ParentsNext training on the Department's Learning Centre before negotiating and approving Participation Plans. Providers' Personnel who have completed the relevant training module have authority under the Social Security Law to:

- require a Participant to enter into a Participation Plan
- negotiate and approve a Participation Plan
- update the terms of a Participation Plan.

Only ParentsNext Providers have the authority to negotiate, approve or update a Participant's Participation Plan. ParentsNext Providers retain responsibility for a Participant's Participation Plan where they are concurrently participating in another employment service.

(Deed references: Annexure A1—Definitions; Clause 11; Clause 26.3)

Initial Period—developing a Participation Plan

Providers must prepare a Participation Plan in consultation with each Participant during their Initial Period (the 20 Business Days following their Initial Interview).

Providers should discuss each Participant's Education and Employment goals and agree on the [Activities](#) that will assist them to meet these goals. Providers should also discuss what assistance under the [Participation Fund](#) may help the Participant reach their goals.

Providers must present the Participation Plan to the Participant for their agreement before the end of the Initial Period. See [Think time](#) for more information.

(Deed references: Clause 73; Clause 74; Clause 76; Clause 94)

Reviewing and updating Participation Plans

Providers must ensure each Participant has a Participation Plan in place following their Initial Period. Providers must review a Participant's Participation Plan at each quarterly Appointment, and where necessary, update the Participation Plan to:

- reflect any changes in the Participant's circumstances, including where the PA03 'Personal Responsibility to Report and Record Attendance' Participant Plan code needs to be added or removed
- update the Participant's goals
- add a new Activity
- modify an existing Activity's date range
- remove a completed Activity.

Providers must ensure Participants have sufficient Activities in their Participation Plan to cover the period to their next Appointment.

Participants must agree to their updated Participation Plan. See [Approving Participation Plans](#) and [Think time](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed references: Clause 76; Clause 91; Clause 92; Clause 94)

Participation Plans for Compulsory Participants

Providers must ensure each Compulsory Participant's Participation Plan includes:

- appropriate Education and/or Employment goals
- a requirement to attend compulsory Provider Appointments
- a requirement to attend an Activity or Activities linked to their goals
- information for the Participant about the consequences of not meeting the requirements set out in their Plan, and
- the PA03 'Personal Responsibility to Report and Record Attendance' code where the Provider has assessed the Participant as capable of reporting their own attendance at/participation in Requirements. See [Assessing a Participant's capability to record attendance](#).

Providers must identify the most appropriate Activity for each Participant based on discussion with the Participant and take into consideration their individual goals and circumstances. Once a Provider and Participant agree on the most appropriate Activity, it can be included in the Participant's Participation Plan.

If a Participant's Activity can be recorded as compulsory in their Participation Plan, it should be recorded as a compulsory requirement. If the most appropriate Activity for a Participant can only be recorded as voluntary, this will be sufficient for them to meet their requirements.

Participants are not subject to compliance action for non-attendance at voluntary Activities. However:

- Providers should encourage positive engagement by discussing the benefits of participating in the Activity
- if a Participant does not engage as agreed in a voluntary Activity, Providers should discuss with the Participant if another Activity, including a Compulsory Activity, would be more appropriate for them.

Providers must create Activity placements, schedule Activity requirements and manage participation in line with the [Activities](#) section.

(Deed references: Clause 72; Clause 74; Clause 76; Clause 82.4; Clause 91; Clause 92; Clause 94)

Participation Plans for Voluntary Participants and Volunteers

Voluntary Participants and Volunteers must agree to a Participation Plan containing voluntary Activities and participate in those Activities. Plans for Voluntary Participants and Volunteers must include:

- Education and/or Employment goals
- Provider Appointments recorded as voluntary, and
- the Activity the Participant will undertake to help them achieve their goals, recorded as voluntary.

(Deed references: Clause 67; Clause 76; Clause 82; Clause 94)

Participant goals

Each Participant's Education and Employment goals must be tailored to their individual circumstances, needs, strengths and barriers. Examples of appropriate Education and Employment goals include:

- providing stable housing and financial stability
- attaining an Education qualification for a specific role (for example, a Certificate I, working towards a Certificate III in Hospitality)
- achieving stable Employment in a particular industry.

Providers should refer to the [Goal Setting](#) section of this guideline for more information.

(Deed references: Clause 73; Clause 94)

Setting appropriate Participation Plan Requirements

Under Social Security Law, the Requirements in a Participant's Participation Plan must be appropriate for the Participant. Participation Plans must be tailored to suit the unique circumstances and goals of each Participant.

When negotiating Participation Plans, Providers must consider all of the following for each Participant:

- Education and/or Employment related goals
- Vocational, pre-vocational and Non-vocational Barriers
- capacity to comply with Requirements
- information identified in the Job Seeker Classification Instrument (JSCI) assessments and Work Readiness Assessments
- family situation, including the age of their child/ren, caring responsibilities and availability of/access to child care
- age, level of education, experience and skills
- transport options to get to Activities
- travel time required to attend Activities. Participants are not required to travel more than 60 minutes for a Requirement, including time to take their child/ren to child care
- capacity to meet the financial costs of attending an Activity (such as travel, Education and child care costs), or the Participant's eligibility for assistance to meet these costs
- other relevant circumstances (e.g. cultural, gender, language, experience of domestic and family violence).

Providers should also consider external factors such as natural disasters, emergency situations and labour market dynamics when setting or updating a Participant's Requirements.

(Deed reference: Clause 73; Clause 76; Clause 88; Clause 91; Clause 94)

Inappropriate Requirements and excluded Activities

Providers must not include Activities in a Participation Plan if they are unsuitable for, or will place unreasonable demands on a Participant, including their caring responsibilities. Providers must not include any of the following in Participation Plans:

- activities not linked to a Participant's Education and/or Employment goals
- Work for the Dole, National Work Experience Programme or Prepare Trial Hire (PaTH) activities
- activities that would aggravate a Participant's illness, disability or injury
- activities where the appropriate support or facilities (that take account of a person's illness, disability, injury, culture, gender or language requirements) are unavailable
- involuntary medical, psychiatric or psychological treatment
- an activity involved in the sex or adult entertainment industry

- an activity outside Australia
- an unlawful or criminal activity, including an activity that would contravene Commonwealth, state or territory laws relating to discrimination or workplace health and safety
- any other activities contrary to the Social Security Law
- activities the Participant is restricted from participating in due to a court order or criminal conviction. For example, where a court order/ruling restricts a person from working with children, being within a certain distance of institutions such as schools, day care centres or churches, driving certain classes of vehicles, or being involved in certain types of industries, such as the finance industry.

(Deed references: Annexure A1—Definitions; Clause 94)

Medical and health related Activities

Providers must not record any medical or health related appointments or treatments, including medical or health assessments, as a Compulsory Activity in Participation Plans. Medical or health related appointments may be included as a voluntary Activity only. Participants are not subject to compliance action for non-attendance at a medical or health related Activity or Appointment.

Providers must not record irrelevant personal information, such as detailed personal information or details of medical conditions and medications in a Participant's Participation Plan.

(Deed reference: Clause 76)

Explaining Participation Plans to Participants

Providers must explain to each Participant:

- the purpose of their Participation Plan is to set out their goals and the steps they agree to take to work towards them
- their rights and responsibilities in relation to their Participation Plan (these are on the last page of the Plan)
- what the Participant needs to do if they are unable to meet the Requirements in their Participation Plan
- for Compulsory Participants:
 - their Compulsory Activities
 - the consequences of failing to meet their Requirements (that is, being subject to the Targeted Compliance Framework)
 - their right to appeal decisions and where they can find assistance, and
 - their obligation to give prior notice when they cannot attend Appointments or participate in Activities
- their right to 10 Business Days 'think time' to consider their Participation Plan before agreeing to and signing their Participation Plan
- how recording/reporting attendance at Activities will occur:
 - PA03 code in Plan—the Participant will report/record their own attendance at Activities, or
 - PA03 code removed from Plan—the Participant will assist the Provider to report/record attendance at Activities on their behalf
- for Volunteers, explain they will be Exited if they fail to engage as agreed in their Participation Plan.

Interpreters and support persons

Providers must ensure Participants understand their Requirements before agreeing to their Participation Plan. Providers must provide an interpreter to facilitate communication with Participants who have language or hearing barriers or have difficulty understanding complex information. Where required, Providers should use the [translated Participation Plans](#) on the Provider Portal.

Refer to the [Providing Interpreter Services Factsheet](#) for information on providing qualified interpreters for Participants.

Where a Participant has court appointed nominee arrangements in place due to inability to manage their own affairs, for example with state and territory guardianship/financial management orders in place, the nominee should be involved in the agreement of the Participation Plan to ensure appropriate requirements for the Participant.

(Deed reference: Clause 64A)

Participation Plan Activities

Appropriate Activities

Each Participant's Participation Plan must include a requirement to attend an appropriate Activity or Activities related to their goals. Activities may include:

Non-vocational or pre-vocational Activities

- career counselling
- financial management
- personal development or presentation skill/public speaking training
- counselling and mental health services, and/or
- assistance with résumé and job search skills

Vocational Activities

- Education or training
- Adult Migrant English Program (AMEP), and/or
- Skills for Education and Employment (SEE)

Refer to [Activities](#) for more information about setting appropriate Activities.

Refer to the [Task Card – Activity Types and Codes](#) for a full list of Participation Plan and Activity Codes. Providers should avoid using free-text where possible. Free-text should only be used where existing codes do not accurately reflect an existing activity type.

(Deed reference: Clause 76; Clause 94)

Recording Participation Plans in the Department's IT Systems

Providers must create, record and update Participation Plans in the Department's IT Systems.

Where the Department's IT Systems are unavailable, Providers must use the Participation Plan template on the Provider Portal, inputting the contents into the Department's IT Systems when they become available again.

Approving Participation Plans

Providers must give each Participant their completed Participation Plan to consider and agree. Providers can either provide a hard copy Participation Plan for the Participant to sign or send it electronically for them to approve online. Participants must accept their new or updated Participation Plan within 10 Business Days of receiving it.

(Deed reference: Clause 76; Clause 94)

Think time

Providers must explain to Participants that they can have up to 10 Business Days ‘think time’ to consider their Participation Plan before signing. Where a Participant requests think time, Providers must record this on their record in the Department’s IT Systems.

Providers must contact a Participant before the end of their think time to ensure their Participation Plan is signed within the 10 Business Days. Compulsory Participants may be subject to compliance action if they do not sign their Participation Plan within this time without a valid reason.

(Deed reference: Clause 76; Clause 91)

Participant agreement—hard copy

For Participants who sign a hard copy of their Participation Plan, Providers must give the Participant a copy, and retain a copy, of the signed Plan.

Providers must record the date the Participant signed and approved the Plan in the Department’s IT Systems.

(Deed references: Clause 72; Clause 74)

Participant agreement—online

Providers may send a Participation Plan to a Participant’s Job Seeker Dashboard through the [Workforce Australia website](#) or Workforce Australia App for review and agreement. Providers using this option must:

- inform the Participant within 2 Business Days (either face-to-face or over the phone) that their Participation Plan has been sent to their Job Seeker Dashboard for their agreement, and
- ensure the Participant has access to the Participation Plan on their Dashboard and understands how to agree to it online.

Once a Participant agrees to their Participation Plan it will automatically set to ‘approved’ in the Department’s IT Systems.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed references: Clause 72; Clause 74)

7. Targeted Compliance Framework and Mutual Obligation Failures

This chapter:

- provides information about the Targeted Compliance Framework (TCF) and outlines how it applies to ParentsNext Participants and their responsibilities to engage with ParentsNext to work towards their education and employment goals.
- describes what happens when Participants commit apparent Mutual Obligation Failures and how Providers are to respond. This includes guidance on assessing reasons for failures and ensuring the accurate and timely reporting of outcomes against Participant's Mutual Obligation Requirements.
- provides information about Capability Interviews and Capability Assessments and related processes. These capability reviews are key components of the TCF that provide safeguards for Participants to determine whether their Participation Plan and Mutual Obligation Requirements are suitable.
- explains the Provider's obligations under the Deed.

Targeted Compliance Framework

The TCF is designed to target financial penalties towards only those Participants who persistently commit Mutual Obligation Failures without a Valid Reason or Reasonable Excuse, while providing protections for those who are trying to comply with their requirements.

It is also designed to encourage Participants to engage with their Provider and take personal responsibility for managing and meeting their Mutual Obligation Requirements.

Participants commit Mutual Obligation Failures when they fail to comply with their requirements. If a Participant persistently commits Mutual Obligation Failures, they progress through the [3 zones of the TCF](#) and may face financial penalties.

Under the TCF a Participant's income support payment (for ParentsNext Participants this is Parenting Payment) may be:

- suspended, reduced and/or cancelled if they commit a Mutual Obligation Failure
- cancelled if they don't meet a Reconnection requirement within 28 calendar days of it being notified to the Participant.

Provider obligations

Providers' main obligations relating to the TCF are set out in [Chapter B3 – Targeted Compliance Framework and Activities](#) of the Deed. In summary, the TCF obligations of the Provider include:

- assessing a Participant's capability to record/report their own attendance (and reviewing as required). For more information on how to assess a Participant's capability to self-report their attendance and how to record this in the Department's IT system, refer to [Assessing a Participant's capability to record attendance](#)
- making sure the Participant's Mutual Obligation Requirements are suitable (see [Participation Plans for Compulsory Participants](#) for more information)
- actively monitoring and recording each Participant's compliance against their Mutual Obligation Requirements
- timely and accurate recording in the Department's IT Systems when a Participant has committed a [Mutual Obligation Failure](#), or [failure to meet a Reconnection Requirement](#).

Training

Provider staff must successfully complete all mandatory TCF training identified on the Targeted Compliance Framework page, on the Department's online Learning Centre, at least every 12 months.

(Deed reference: clauses 62.2)

The Three Zones

The TCF comprises 3 zones for Participants:

- Green Zone
- Warning Zone
- Penalty Zone.

For a diagram illustrating the 3 zones in the TCF, see [Overview of the Targeted Compliance Framework](#).

The key things that influence whether a Participant moves from one zone to another are:

- they accrue a Demerit when a Mutual Obligation Failure is applied
- how many Demerits they accrue in a particular time period, and
- the outcomes of any [Capability Interviews](#) or [Capability Assessments](#).

The Green Zone

All new Participants begin in the Green Zone, when they first commence in ParentsNext. They remain in this zone as long as they do not commit any Mutual Obligation Failures without a Valid Reason.

The Warning Zone

When a Participant in the Green Zone accrues a Demerit, they move into the Warning Zone.

Moving into the Warning Zone helps to reinforce the importance of meeting Mutual Obligation Requirements and discourages Participants from committing any further Mutual Obligation Failures.

Each Demerit lasts for 6 active months, after which it automatically expires in the Department's IT Systems. The term '6 active months' generally means 182 days, but the period is prolonged for any time the Participant is in a penalty period or has an Exemption (up to a maximum of 12 months).

Participants are required to participate in capability reviews once they have accrued 3 and 5 Demerits in a 6 active month period:

- at 3 Demerits, they will attend a Capability Interview with their Provider. The outcome of a Capability Interview determines whether the Participant will remain in the Warning Zone or go back to the Green Zone with their Demerits set to zero.
- at 5 Demerits, they will participate in a Capability Assessment with Services Australia. The outcome of a Capability Assessment determines whether the Participant will progress to the Penalty Zone or go back to the Green Zone with their Demerits set to zero.

While in the Warning Zone a Participant may have a Payment Suspension applied until a Reconnection requirement is met (see [Reconnection Requirements](#) below).

For more information about these Capability Reviews see [Capability Interviews](#) and [Capability Assessments](#).

(Deed references: clauses 101.1, 101.2 and 101.3)

The Penalty Zone

Before a Participant enters the Penalty Zone, the Participant must have:

- attended a Capability Interview and the outcome of that Capability Interview is that the Participant's Mutual Obligation Requirements are suitable for them
- incurred 5 Demerits in 6 active months, and
- attended a Capability Assessment and the outcome of that Capability Assessment is that the Participant's Mutual Obligation Requirements are suitable for them.

A Participant in the Penalty Zone will incur the following financial penalties in succession if they continue to commit Mutual Obligation Failures without a Reasonable Excuse:

- first Mutual Obligation Failure in the Penalty Zone—loss of 1 week's income support payment
- second Mutual Obligation Failure in the Penalty Zone—loss of 2 weeks' income support payment
- third Mutual Obligation Failure in the Penalty Zone—income support payment is cancelled and the Participant must serve a 4 week preclusion period and must reapply for payment before they may be paid again. The preclusion period referred to here is called a 'post-cancellation non-payment period' in the Social Security Law.

A Participant in the Penalty Zone will return to the Green Zone if they do not commit any further Mutual Obligation Failures for 3 active months. The potential to return to the Green Zone, through demonstrating compliance, provides a further incentive for Participants to change their behaviour and meet their Mutual Obligation Requirements.

Once a Participant's income support payment has been cancelled, the Participant must reapply for income support—they will not automatically receive an income support payment again once the 4-week preclusion period has ended.

If a Participant has had their income support payment cancelled while in the Penalty Zone, and they return to payment:

- within 3 active months of cancellation, they will return to the beginning of the Penalty Zone. Their next Mutual Obligation Failure without a Reasonable Excuse (committed within 3 active months after cancellation) would result in another loss of 1 week's payment.
- after 3 or more active months of cancellation, they will return to the Green Zone.

Although Participants can incur financial penalties while they are in the Penalty Zone (as discussed above), they do not accrue further Demerits.

Recording participation by close of business

Providers must schedule Engagements in each Participant's Electronic Calendar. All Mutual Obligation Requirements must be scheduled, except the Participants requirement to:

- enter a Participation Plan.

Providers must confirm or record participation against each Mutual Obligation Requirement scheduled in a Participant's Electronic Calendar. This must be done no later than close of business on the day that the Mutual Obligation Requirement is scheduled to occur in the Participant's Electronic Calendar. Failure to do so could result in incorrect suspension of a Participant's income support payment.

Except in the case of reporting attendance at a Provider Appointment, if participation is not recorded by close of business on the day that the Mutual Obligation Requirement is scheduled to occur in the Participant's Electronic Calendar (either by the Provider or by the Participant), the Department's IT Systems will automatically suspend the Participant's (in the Green Zone and the Warning Zone) income support payment after 2 Business Days.

If, within that 2 Business Day period, the Participant makes contact with their Provider to report their participation or to give a Valid Reason for the Mutual Obligation Failure, or the Participant meets a Reconnection Requirement (where the Participant does not have a Valid Reason), and this is recorded in the Department's IT Systems, the Participant's income support payment will not be affected.

For Participants in the Penalty Zone, not recording attendance by close of business on the day that the Mutual Obligation Requirement is scheduled to occur will result in immediate payment suspension.



System step: Refer to [System Steps](#) for information.

Although a Participant does not necessarily accrue a Demerit for failing to record their participation at a Mutual Obligation Requirement, they may accrue a Demerit if they did not attend or participate in the Mutual Obligation Requirement, including if they failed to give prior notice to their Provider of their inability to meet the requirement when it was reasonable to expect them to do so. See the [TCF supporting documents](#) for information on the circumstances in which a Participant will accrue a Demerit.

(Deed reference: clauses 71, 72, 82 and section B3.1)

Committing Mutual Obligation Failures

Where a Participant commits a Mutual Obligation Failure without a Valid Reason, their income support payment is suspended, and they accrue a Demerit or a financial penalty (depending on the zone the Participant is in).

The term 'Mutual Obligation Failure' has the same meaning as 'mutual obligation failure' in section 42AC of the *Social Security (Administration) Act 1999*.

A Participant will commit a Mutual Obligation Failure if they:

- fail to enter into a Participation Plan
- fail to attend, or be punctual for, an appointment that they are required to attend under their Participation Plan or as otherwise notified
- fail to attend, be punctual for, or participate in, an Activity that they are required to undertake under their Participation Plan
- fail to comply with any other requirement in their Participation Plan or any notified requirement
- act in an inappropriate manner:
 - during an appointment that they are required to attend under their Participation Plan, or

- while participating in an activity that they are required to undertake under their Participation Plan.

Prior notice and Acceptable Reasons

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

The Provider must determine a Participant has an Acceptable Reason if:

- the Participant notified the Provider, before the start time scheduled for a Mutual Obligation Requirement, that the Participant is unable to satisfy the Mutual Obligation Requirement, and
- the Provider is satisfied that the Participant has an Acceptable Reason for being unable to satisfy the Mutual Obligation Requirement.

In determining a Valid Reason the Provider must be satisfied that the reason the Participant provides:

- would directly prevent the Participant from meeting the Mutual Obligation Requirement at the time the Mutual Obligation Requirement is scheduled to occur
- would be considered to be reasonable by a member of the general public, and
- aligns with the Participant's personal circumstances as known by the Provider.

See [Valid Reason assessment options supporting document](#) for guidance on what reasons can be accepted or not accepted as a Valid Reason.

However, note the exception to the above discussed in [Drug and alcohol dependency or misuse](#).

If the Provider is satisfied that the Participant has an Acceptable Reason for being unable to comply with the Mutual Obligation Requirement, they must reschedule or remove the scheduled Mutual Obligation Requirement from the Electronic Calendar.

Rescheduling means the requirement will be moved to another day and/or time. Providers will need to formally notify the Participant of the details of their new requirement and the consequences of not meeting it.

Removing the requirement means the Participant is 'No Longer Required' to meet it. Providers should make this clear to the Participant to ensure there is no confusion.



System step: Refer to [System Steps](#) for information.

If the Provider is not satisfied that the Participant has an Acceptable Reason for being unable to satisfy the Mutual Obligation Requirement, the Provider must tell the Participant why. The Provider must then remind the Participant that they are still expected to meet this Mutual Obligation Requirement and must remind them of the potential consequences of non-compliance. The Provider must provide support and information to assist the Participant to meet their Mutual Obligation Requirement. If the Participant does not meet their Mutual Obligation Requirement, the Provider must comply with the obligations set out in the [Assessing Valid Reasons](#) section in this chapter.

See [Valid Reason assessment options supporting document](#) for guidance on what reasons can be accepted or not accepted as a Valid Reason.

(Deed reference: clauses 91.1, 92, section B3.1)

Misconduct – Acting in an inappropriate manner

Particular types of Mutual Obligation Failures are referred to as ‘misconduct’ in the Department’s IT Systems. The circumstances in which the Provider must select ‘misconduct’ are described in the [When the Participant does not have a Valid Reason](#) section.

Misconduct refers to inappropriate behaviour by the Participant:

- during an Appointment they were notified about and required to attend as part of their Mutual Obligation Requirements, or
- while participating in an Activity they were notified about and required to undertake as part of their Mutual Obligation Requirements.

A Provider must determine that a Participant’s behaviour involved ‘misconduct’ in the circumstances described above when the Participant’s behaviour during the relevant Appointment or Activity:

- was within the Participant’s control
- prevented the purpose of the relevant Appointment or Activity from being met, and
- would be judged by a reasonable person as being inappropriate in the circumstances.

This behaviour may include:

- dressing in a way that is clearly inappropriate for the relevant Appointment or Activity
- using offensive language during the relevant Appointment or Activity
- showing an obvious lack of interest in the relevant Appointment or Activity to the extent that it prevents participation
- exaggerating the severity of an existing injury or illness to avoid fully participating in the relevant Appointment or Activity
- leaving the relevant Appointment or Activity before its completion.

Behaviour that appears to be inappropriate but is out of the Participant’s control must not be determined by a Provider to be misconduct. For example, a Participant may act in an inappropriate manner because they:

- do not have appropriate clothes to wear to the relevant Appointment or Activity
- are affected by a major personal crisis
- are affected by a medical condition.



System step: Refer to [System Steps](#) for information.

Participant contact

Contact attempt required on same business day

Except in the circumstances specified below under the heading [Contact attempt not required](#), the Provider must attempt to contact the Participant on the same Business Day as the Provider becomes aware that the Participant has apparently committed a Mutual Obligation Failure. If there is contact between the Provider and the Participant on that day, the Provider must:

- discuss with the Participant the circumstances of the apparent Mutual Obligation Failure so that they can determine whether a Mutual Obligation Failure has actually been committed, and

- if the Provider considers that a Mutual Obligation Failure has not been committed, not take any further action, or
- if the Provider considers that a Mutual Obligation Failure has been committed:
 - discuss with the Participant their reasons for the Mutual Obligation Failure, assess whether the Participant has a Valid Reason and comply with the obligations set out in the [Assessing Valid Reasons](#) section in this chapter, and
 - set an appropriate Reconnection Requirement for the Participant in accordance with the [Reconnection Requirements](#) section in this chapter.

See section [Assessing Valid Reasons](#) and [the Valid Reason assessment options supporting document](#) for guidance on Valid Reasons.

See section [Reconnection Requirements](#), for more information on Reconnection Requirements.

(Deed reference: clause 100, section B3.3)

Contact attempt not required

The Provider is not required to attempt to contact the Participant if the Mutual Obligation Failure has occurred because the Participant failed to enter into a Participation Plan after being notified to do so. In most instances, the Department's IT Systems applies a confirmed Demerit and sets the Reconnection Requirement. In the instance that a Capability Interview is required, the Provider must wait for the Participant to make contact and schedule the Capability Interview as the Reconnection Requirement. For more information see [Capability Interviews](#).

(Deed Reference: clauses 100.5, 100.6, section B3.3)

Contact attempt not successful

When the Provider attempts to contact the Participant in accordance with the above obligation and the attempt is not successful, the Provider must record they are not in contact with the Participant and select 'Did Not Attend—Invalid' in relation to the relevant Mutual Obligation Requirement in the Participant's Electronic Calendar. Doing so will:

- create a pending Demerit on the Participant's record if the Participant is in the Warning Zone, or
- create a pending Non-Compliance Report on the Participant's record if the Participant is in the Penalty Zone.

If the Participant is in the Green Zone or the Warning Zone, the Participant's income support payment will be automatically suspended, within 2 Business Days, if the Participant does not make contact or does not meet a Reconnection Requirement (where the Participant does not have a Valid Reason).

If the Participant is in the Penalty Zone, income support payment suspension will occur when the Provider has recorded 'Did Not Attend—Invalid' in the Department's IT Systems.

If the Participant later contacts the Provider to discuss the Mutual Obligation Failure, the Provider must:

- discuss with the Participant the circumstances of the apparent Mutual Obligation Failure so they can determine whether a Mutual Obligation Failure has actually been committed, and
 - if the Provider considers that a Mutual Obligation Failure has not been committed, not take any further action, or
 - if the Provider considers that a Mutual Obligation Failure has been committed:
 - discuss with the Participant their reasons for the Mutual Obligation Failure, assess whether the Participant has a Valid Reason and comply with the obligations set out in the [Assessing Valid Reasons](#) section in this chapter, and
 - set an appropriate Reconnection Requirement for the Participant in accordance with the [Reconnection Requirements](#) section in this guideline.

See the [TCF supporting documents](#) for more information.

(Deed reference: clauses 100.5, 100.6, section B3.3)

When a Participant commits a Mutual Obligation Failure

The consequences for a Participant who commits a Mutual Obligation Failure are that:

- Their income support payment is suspended:
 - If the Participant is in the Green Zone or the Warning Zone, payment suspension will occur if, within 2 Business Days of the date of the Mutual Obligation Failure, they do not provide a Valid Reason or meet a Reconnection Requirement.
 - If the Participant is in the Penalty Zone, payment suspension will occur at the time the Provider records that a Mutual Obligation Failure has occurred.
- They accrue a Demerit if they do not have a Valid Reason and they are not in the Penalty Zone.

Two business day delay to payment suspension: Green and Warning Zones

The purpose of delaying the suspension of income support payment is to allow Participants 2 Business Days to contact their Provider, to discuss and—when possible—resolve the Mutual Obligation Failure, before a Participant’s payment is impacted. This delay reduces the number of payment suspensions Participants may experience in the course of their servicing.

While they are in the Green Zone and the Warning Zone, a Participant’s income support payment is generally suspended 2 Business Days following the day a Mutual Obligation Failure is recorded in the Department’s IT Systems.

Suspension of a Participant’s income support payment will not occur if, within those 2 Business Days, the Participant contacts the Provider and:

- the Provider records that the Participant has a Valid Reason, or
- the Participant meets a Reconnection Requirement.

See [Reconnection Requirements](#) and [Assessing Valid Reasons](#).

During the 2 Business Days that occur between:

- the recording of a Mutual Obligation Failure in the Department’s IT Systems, and
- the suspension of a Participant’s income support payment

the Provider must be available to engage with Participants who make contact to discuss a Mutual Obligation Failure and the relevant delayed payment suspension.

During this discussion, the Provider must determine whether the Participant has a Valid Reason for the Mutual Obligation Failure and must immediately record this assessment in the Department's IT Systems. As a result of this assessment:

- If the Provider records the Participant has a Valid Reason, the payment suspension will be lifted.
- If the Provider records the Participant does not have a Valid Reason, the Participant must meet a Reconnection Requirement.
 - if the Participant meets the Reconnection Requirement before the 2 Business Day timeframe has expired, the payment suspension will be avoided.
 - if the Participant does not meet the Reconnection Requirement before the 2 Business Day timeframe has expired, the payment suspension will occur 2 Business Days following the day the Mutual Obligation Failure was recorded in the Department's IT Systems. This suspension will generally be maintained until the Participant meets the Reconnection Requirement.

If the Provider has discussed the Mutual Obligation Failure with the Participant and is satisfied that a Reconnection Requirement is not necessary, the Provider must record either 'Re-engagement Not Required' or 'Compliance Action No Longer Appropriate'.

Immediate payment suspension: Penalty Zone

In the Penalty Zone, a Participant's income support payment is generally suspended at the time a Mutual Obligation Failure is recorded in the Department's IT Systems. This immediate suspension is intended to encourage the Participant to promptly contact their Provider and discuss the Mutual Obligation Failure.

Notifications to Participants of Mutual Obligation Failures

When the Provider records in the Department's IT Systems that a Participant has committed a Mutual Obligation Failure while they are in the Green Zone or Warning Zone, the Department's IT Systems will send the Participant a notification on the Provider's behalf to advise them:

- it appears they have failed to meet a Mutual Obligation Requirement
- to contact their Provider as soon as possible, and
- their income support payment may be suspended after 2 Business Days have passed if they take no further action.

When the Provider records in the Department's IT Systems that a Participant has committed a Mutual Obligation Failure while they are in the Penalty Zone, the Department's IT Systems send the Participant a notification on the Provider's behalf to advise them:

- their income support payment is suspended
- why their income support payment is suspended
- what they must do to lift the income support payment suspension, and
- to contact their Provider as soon as possible.

The automatic notifications described above only occur if the Participant has SMS or e-mail details recorded in the Department's IT Systems for automatic notification.

If the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, the Provider must send the notice prepared by the Department's IT Systems in response to the Mutual Obligation Failure to the Participant's postal address on the same day the Provider records in the Department's IT Systems that the Participant has committed a Mutual Obligation Failure.

(Deed Reference: clause 100, section B3.3)

[After two business days have passed since the Provider recorded the Mutual Obligation Failure in the Department's IT Systems: in the Green and Warning Zones](#)

If the Participant is in the Green Zone or the Warning Zone, the Department's IT Systems will automatically suspend the Participant's income support payment once 2 Business Days have passed and:

- the Provider has not recorded in the Department's IT Systems that the Participant has contacted the Provider, or
- the Provider has recorded that the Participant does not have a Valid Reason and the Participant has not yet met a Reconnection Requirement.

When the Participant's income support payment is suspended, the Department's IT Systems send them a notification:

- that their income support payment is suspended
- why their income support payment is suspended
- what they must do to lift the income support payment suspension, and
- to contact their Provider as soon as possible.

Where the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, the Provider must send the notice prepared by the Department's IT Systems to the Participant's postal address on the same day on which that 2 Business Day timeframe ends.

A Participant's income support payment will normally remain suspended until they meet a Reconnection Requirement or until the Provider records a Valid Reason in the Department's IT Systems, and an income support payment will be cancelled by Services Australia if the Participant fails to meet a Reconnection Requirement within 28 calendar days.

(Deed Reference: clause 100.5, section B3.3)

Assessing Valid Reasons

As referred to above under the headings [Contact attempt required on same business day](#) and [Contact attempt not successful](#) Providers must assess whether a Participant has a Valid Reason for a Mutual Obligation Failure. If the Provider records in the Department's IT Systems that the Participant:

- has a Valid Reason for a Mutual Obligation Failure, any Demerit on their record relating to that Mutual Obligation Failure will be removed; or
- does not have a Valid Reason, the Demerit will be confirmed.

See the [TCF supporting documents](#) for information on the circumstances in which a Demerit (pending confirmation) will be confirmed or removed from the Participant's record.

A Provider must determine the Participant has a Valid Reason for a Mutual Obligation Failure when they are satisfied that the reason the Participant provided:

- directly prevented the Participant from meeting the Mutual Obligation Requirement at the relevant time that the Mutual Obligation Failure occurred
- would be considered to be reasonable by a member of the general public, and
- aligns with their personal circumstances as known by the Provider.

The exception to the above is discussed below in section 'Assessing Valid Reasons', sub section [Drug and alcohol dependency or misuse](#).

(Deed reference: sections B3.1, B3.3)

[Drug and alcohol dependency or misuse](#)

There are limits on the circumstances in which a Provider can determine that a Participant's drug or alcohol misuse or dependency is a Valid Reason for a Mutual Obligation Failure.

Acceptable and Valid Reason determinations are discussed above in [Prior Notice and Acceptable Reasons](#) and [Assessing Valid Reasons](#).

Subject to what is stated in those sections, the first time a Participant cites drug or alcohol misuse or dependency as the reason they are not able to meet an upcoming Mutual Obligation Requirement or have committed a Mutual Obligation Failure, the Provider may determine this is an Acceptable Reason or Valid Reason, respectively.

If the Provider determines that a Participant's drug or alcohol misuse or dependency is an Acceptable Reason or Valid Reason, the Provider must identify and source an available and appropriate treatment program and must encourage the Participant to participate in that program. Participation in treatment services to address drug or alcohol misuse or dependency may reduce other Mutual Obligation Requirements. See [Participation Plans](#) for more information on setting Mutual Obligation Requirements.

If a Participant cites drug or alcohol misuse or dependency as the reason they are not able to meet an upcoming Mutual Obligation Requirement or have committed a Mutual Obligation Failure, the Provider must not determine this is a Valid Reason if:

- the Provider determined that the Participant's drug or alcohol misuse or dependency was an Acceptable Reason or Valid Reason for a previous Mutual Obligation Failure, so the relevant upcoming Mutual Obligation Failure was rescheduled or the relevant Mutual Obligation Failure did not result in a Demerit
- the Provider referred the Participant to available and appropriate treatment to address the drug or alcohol misuse or dependency, and
- the Participant refused or deliberately failed to participate in the treatment, unless one of the following exceptions applies.

The exceptions are that:

- the treatment that the Participant was referred to was not available or appropriate for the Participant
- the Participant was genuinely unable to participate in the treatment
- the Participant agreed to participate in the treatment but, despite taking all reasonable steps to commence the treatment, the treatment did not commence, or
- before the Participant was referred to the treatment, the Participant had:
 - completed the same type of treatment as the treatment they were referred to, or

- completed treatment that was substantially similar to the treatment they were referred to and, in the opinion of an appropriately qualified medical professional, the Participant would not benefit from further treatment of the same kind as the type of treatment already completed by the person.

(Deed Reference: section B3.3)

When the Participant has a Valid Reason

On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure, the Provider must record this assessment in the Department's IT Systems.

The way the Provider must record this assessment can differ, depending on the type of Mutual Obligation Failure that the Participant has committed.

By **recording a reason that is Valid, the provider is:**

- removing any re-engagement requirement associated with the Mutual Obligation Failure
- finalising the Mutual Obligation Failure to prevent the Participant's income support payment being affected
- lifting the Participant's payment suspension if the payment is suspended, and
- removing the relevant Demerit from the Participant's record.



System step: Refer to [System Steps](#) for information.

A list of Valid Reason drop-down menu options can be found at the [Valid Reason assessment options supporting document](#). An item not being included in drop down menus does not necessarily mean that it is not a Valid Reason, the Provider should choose the option that is most similar to the relevant reason given by the Participant.

In the Department's IT Systems:

- 'reasons accepted' refers to reasons that the Provider determines are Valid Reasons, and
- 'reasons not accepted' refers to reasons that the Provider determines are not Valid Reasons.

Failures against requirements that are in the Participant's Electronic Calendar

On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure:

- If the Provider has not already recorded an attendance result in relation to the relevant Mutual Obligation Requirement—the Provider must select 'Did Not Attend—Valid'.
- If the Provider has already recorded 'Did Not Attend—Invalid' or 'Misconduct' in relation to the relevant Mutual Obligation Requirement—the Provider must select 'Yes' in response to the question of whether they accept the Participant's given reason.

(Deed reference: section B3.3)

Failure to enter into a Participation Plan

Refer to [Participation Plans](#) for more information about Participant requirements to enter into a Participation Plan.

On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure due to the Participant failing to enter into a Participation Plan:

- the Provider must select 'Yes' on the Provider Re-engagement Page in the Department's IT Systems to indicate the Participant's reason for failing to enter into a Participation Plan has been accepted. The system will prompt the Provider to record the reason the Participant provided.

Once the Provider has recorded that the Participant has a Valid Reason, the Provider must then create a Provider Appointment for the Participant to attend within 2 Business Days after the day the Provider has recorded their assessment. If the Participant attends the Provider Appointment, the Provider must discuss the Participation Plan with the Participant. If the Participant does not attend the Provider Appointment to discuss the Participation Plan, this is a Mutual Obligation Failure, and the Provider must comply with their usual obligations regarding Mutual Obligation Failures.

(Deed reference: section B3.3)

When the Participant does not have a Valid Reason

On the day the Provider determines that a Participant does not have a Valid Reason for a Mutual Obligation Failure, the Provider must record this assessment in the Department's IT Systems.

The way to record this assessment will depend on the type of Mutual Obligation Failure the Participant has committed. The steps the Provider must take, depending on the type of Mutual Obligation Failure, are described below.

When they do this, the Provider must also select from the drop-down menu a description of the Participant's reason that was not a Valid Reason which is most similar to the reason the Participant described to the Provider. By recording the Participant's reason is not a Valid Reason, the Provider is confirming the relevant Demerit on the Participant's record.

A full list of these drop-down menu options can be found at the [Valid Reason assessment options supporting document](#). Providers should also note, that in the Department's IT Systems:

- 'reasons accepted' refers to reasons that the Provider determines are Valid Reasons, and
- 'reasons not accepted' refers to reasons that the Provider determines are not Valid Reasons.

On the day the Provider determines that a Participant does not have a Valid Reason for failing to meet a Mutual Obligation Requirement, the Provider must also explain the following to the Participant:

If the Participant is in the Green Zone or Warning Zone, the Provider must inform them that:

- their income support payment will be suspended in 2 Business Days as a result of a Mutual Obligation Failure, unless the Participant is able to meet a Reconnection Requirement before those 2 Business Days lapse, and
- if the Participant does not meet a Reconnection Requirement within 2 Business Days, their income support payment will remain suspended until they do so.

OR

If the Participant is in the Penalty Zone, the Provider must inform them:

- their income support payment has been suspended as a result of a Mutual Obligation Failure, and
- they must meet a Reconnection Requirement to have their income support payment suspension lifted.

AND

Regardless of what zone the Participant is in, the Provider must inform them:

- why their given reason was not a Valid Reason and what the consequences of this are
- how this decision will be recorded on the 'Participant's Participation (Compliance) History' page in the Department's IT Systems and displayed on the 'Participant's Compliance Status Indicator' on the online Dashboard
- the number of Demerits the Participant has accrued so far
- the importance of meeting all Mutual Obligation Requirements
- the consequences of persistent non compliance, including financial penalties and income support payment cancellation, and
- what and when the Participant's Reconnection Requirement will be.

By reinforcing the consequences of failing to meet Mutual Obligation Requirements, Participants are encouraged to meet their Mutual Obligation Requirements in the future and remain engaged with their Providers.

Failures against requirements that are in the Participant's Electronic Calendar

Where a Participant commits a Mutual Obligation Failure by failing to meet a Mutual Obligation Requirement that is scheduled in the Participant's Electronic Calendar, the Provider must undertake the system steps referred to below by close of business on the day the Provider determines the Participant does not have Valid Reason for the Mutual Obligation Failure.

**System Step:**

- If the Provider has not already recorded an attendance result in relation to the relevant Mutual Obligation Requirement—the Provider must select 'Did Not Attend—Invalid'.
- If the Provider has already recorded 'Did Not Attend—Invalid' or 'Misconduct' in relation to the relevant Mutual Obligation Requirement—the Provider must select 'No' in response to the question of whether they accept the Participant's given reason. The system will prompt Providers to record the reason the participant provided.

(Deed reference: section B3.3)

Failures to enter into a Participation Plan

Refer to [Participation Plans](#) for more information about Participant requirements to enter into a Participation Plan.

On the day the Provider determines a Participant does not have a Valid Reason for a Mutual Obligation Failure due to the Participant failing to enter into a Participation Plan:

- the Provider must select 'No' on the Provider Re-engagement Page in the Department's IT Systems to indicate the Participant's reason for failing to enter into a Participation Plan has not been accepted. The system will prompt the Provider to record the reason the Participant provided.

Manually removing demerits

Providers must remove Demerits in certain circumstances. If the Participant is in the Penalty Zone when the Provider assesses that a Demerit should be removed in accordance with the Deed, the Provider should contact their Provider Lead for advice before removing the Demerit.

Providers must remove Demerits in the following circumstances:

- the Demerit was recorded in respect of a Mutual Obligation Failure by a Participant who was subsequently found to have had a Valid Reason for committing the Mutual Obligation Failure, or
- the Demerit was recorded in error.



System step: Refer to [System Steps](#) for information.

Participants cannot appeal Demerit decisions under Social Security Law

All Participants have the right to ask for a review of a decision made under Social Security Law and, in most cases, to appeal the decision to a court or tribunal. This includes decisions to suspend a Participant's income support payment as a result of non-compliance and decisions made by Services Australia to reduce or cancel their income support payment.

Demerit decisions are not decisions under Social Security Law and so Participants cannot appeal or ask for a formal review of any decision to confirm a Demerit using the same processes as those that apply for decisions under Social Security Law. However, Participants may dispute Demerit decisions.

(Deed reference: clauses 100.6, 102, section B3.3)

Disputing a Demerit decision by contacting the National Customer Service Line

If a Participant is dissatisfied with a Demerit decision, they must first discuss the decision with their Provider. If they still wish to dispute the decision after this discussion, they can contact the National Customer Service Line (NCSL).

By contacting the NCSL to dispute a Demerit decision, the Participant will in effect make a Workforce Australia servicing-related complaint. If required and appropriate, the Provider must action complaints that are referred back to them by the NCSL. This may include reviewing the Demerit decision-making process, any Valid Reason assessments or information that has been recorded on the Department's IT Systems.

Reconnection Requirements

Note: 'Reconnection Requirements' are referred to as 're engagement requirements' in the Department's IT Systems and in some reference materials.

A Reconnection Requirement is what a Participant must do during the 2 Business Day resolution time to prevent their income support payment from being suspended or to restore their payment after it has been suspended following the 2 Business Day resolution time. Usually, this requirement will mirror the mutual obligation requirement that the Participant failed to meet.

Reconnection Requirements are set:

- **By Providers, unless the Department's IT Systems do it automatically** (see below): When a Participant makes contact with their Provider, and discusses their reasons for a Mutual Obligation Failure, and the Provider has assessed whether the Participant has a Valid Reason and records the result of that

assessment in the Department's IT Systems (as described in the section above 'Assessing Valid Reasons'), the Provider must set the Participant's Reconnection Requirement. This will generally be to attend an Appointment or Activity.

- **Automatically:** The Department's IT Systems will automatically set the Reconnection Requirement when:
 - the Participant has failed to enter into a Participation Plan, after the 2 Business Day resolution time has expired.

Where the Department's IT Systems automatically sets a Reconnection Requirement for a Participant as described above, the Provider does not need to do this.

A Participant must meet a Reconnection Requirement following a Mutual Obligation Failure when they do not have a Valid Reason.



System step: Refer to [System Steps](#) for information.

If the Participant's income support payment has been suspended, they must meet a Reconnection Requirement in order to have their income support payment suspension lifted.

See the [TCF supporting documents](#) for information on the circumstances in which:

- a Participant's income support payment is suspended, and
- the suspension of a Participant's income support payment is lifted.

Note that a Reconnection Requirement is a Mutual Obligation Requirement. This means that, among other things the Provider must comply with the Deed:

- when recording Reconnection Requirements in a Participant's Electronic Calendar, and
- in relation to rescheduling or removing a Reconnection Requirement from a Participant's Electronic Calendar.

(Deed reference: clauses 91, 100.4, 100.6, 101.1, 102.1, 103.1)

Setting a Reconnection Requirement

When setting a Reconnection Requirement, the Provider must follow the prompts in the Department's IT Systems and notify the Participant of the Reconnection Requirement. If the Reconnection Requirement is not automatically set, the Department's IT Systems will specify the type of Reconnection Requirement which the Provider must set for the purposes of complying with their Deed obligations referred to above.

The Provider must schedule the Reconnection Requirement in the Participant's Electronic Calendar to occur within 2 Business Days following the day of the contact between the Participant and their Provider to discuss the relevant Mutual Obligation Failure. Exceptions to this 2 Business Day requirement are:

- the Department's IT Systems automatically sets the date and time of the Reconnection Requirement as discussed above under the heading [Reconnection Requirements](#) which have times and dates automatically set by the Department's IT Systems, or
- the Participant has a Valid Reason for not being able to meet the Reconnection Requirement within the 2 Business Day timeframe as discussed below under the heading [Valid Reason to not meet Reconnection Requirement within 2 Business Days](#).

Reconnection Requirements must be scheduled to occur within 2 Business Days of Participant contact to try and ensure a Participant's income support payment is not suspended for more than 2 Business Days following contact with their Provider.

(Deed reference: clauses 91, 100.4, 100.6, 101.1, 102.1, 103.1)

Multiple Mutual Obligation Failures before contact

When a Participant commits multiple Mutual Obligation Failures before there is a contact with their Provider to discuss those Mutual Obligation Failures:

- only one Reconnection Requirement can be set, and
- the Provider must advise the Participant they only have to meet one Reconnection Requirement.

It is important to note however, that the Participant may accrue a Demerit for each individual Mutual Obligation Failure where they do not have a Valid Reason for the particular failure.

Valid Reason to not meet Reconnection Requirement within 2 Business Days

When the Provider contacts the Participant to discuss an apparent Mutual Obligation Failure and determines that the Participant has committed a Mutual Obligation Failure, the Provider must consider whether the Participant has a Valid Reason for being unable to meet their Reconnection Requirement within 2 Business Days following that contact.



System step: Refer to [System Steps](#) for information.

If the Participant's income support payment is suspended, recording a Valid Reason for not meeting the Reconnection Requirement will lift the Participant's income support payment suspension and remove the need for a Reconnection Requirement.

For the purposes of the above, a Provider must determine that the Participant has a Valid Reason for being unable to meet their Reconnection Requirement within 2 Business Days in line with [Assessing Valid Reasons](#).

A full list of these drop-down menu options can be found at ['Unable to Re-engage Within 2 Business Days'](#) reason options supporting document.

Provider not able to arrange or deliver the Reconnection Requirement within 2 Business Days

In some limited circumstances, a Provider may not be able to arrange or deliver the Reconnection Requirement within 2 Business Days following the contact between the Participant and the Provider to discuss the relevant Mutual Obligation Failure(s).



System step: Refer to [System Steps](#) for information.

A full list of these drop-down menu options can be found at ['Re-engagement Not Required' reason options](#) supporting document.

If the Participant's income support payment is suspended, this will lift the payment suspension and remove the need for a Reconnection Requirement.

Compliance action no longer appropriate

Once a Participant's Reconnection Requirement has been set, unexpected circumstances may make it inappropriate to expect them to meet a Reconnection Requirement and/or to maintain their payment suspension.



System step: Refer to [System Steps](#) for information.

If the Participant's income support payment is suspended, this will lift the payment suspension and remove the need for a Reconnection Requirement.

Failure to meet a Reconnection Requirement

If the Provider becomes aware that a Participant has failed to meet a Reconnection Requirement, the Provider must attempt to contact the Participant on the same Business Day. If the Provider:

- attempts to contact the Participant on that day but is unsuccessful the Provider must record they are not in contact with the Participant and select 'Did Not Attend—Invalid' in relation to the Reconnection Requirement in the Participant's Electronic Calendar. In this case:
 - if the Participant's income support payment is not yet suspended, it will be suspended when the 2 Business Day resolution time following the original failure expires, or
 - if the Participant's income support payment is suspended, the payment will remain suspended until the Reconnection Requirement is met.
- is able to contact the Participant on that day, the Provider must discuss the Participant's reasons for not meeting the Reconnection Requirement and assess if the Participant had a Valid Reason.

For the purposes of the above, a Provider must determine that the Participant had a Valid Reason for being unable to meet their Reconnection Requirement when they are satisfied that the Participant's reason meets the requirements set in [Assessing Valid Reasons](#).

If the Participant had a Valid Reason, the Provider must select 'Did Not Attend—Valid' in relation to the Reconnection Requirement in the Participant's Electronic Calendar. If the Participant's income support payment is suspended, this will lift the payment suspension as the Participant will be taken to have met the Reconnection Requirement (as they have a Valid Reason). However, the Provider must set a Mutual Obligation Requirement for the Participant:

- to occur within 2 Business Days after the day on which the Provider determines that the Participant has a Valid Reason for not meeting the Reconnection Requirement, and
- that is the same type as the Mutual Obligation Requirement the Participant failed to meet originally.

If the Participant did not have a Valid Reason, the Provider must select 'Did Not Attend—Invalid' in relation to the Reconnection Requirement in the Participant's Electronic Calendar. In this case:

- if the Participant's income support payment is not yet suspended, it will be suspended if the Participant does not meet another Reconnection Requirement within 2 Business Days following the date of the original Reconnection Requirement, or
- if the Participant's income support payment is suspended, the payment will remain suspended, and the Provider must reschedule the Reconnection Requirement.

Non-compliance Reports

If a Participant is in the Penalty Zone and the Provider records 'Did Not Attend—Invalid' or 'Misconduct' as discussed above under the heading [When the Participant does not have a Valid Reason](#), the Department's IT Systems creates a

Non-compliance Report and submits it to Services Australia for investigation instead of recording a Demerit. The Participant's income support payment is suspended immediately as a result of the creation of a non-compliance report.

If a Participant is in the Penalty Zone and the Provider records 'Did Not Attend—Valid' as discussed above under the heading [When the Participant has a Valid Reason](#), any non-compliance report on their record relating to that Mutual Obligation Failure will be closed.

An open Non-Compliance report on a Participant's record will prevent the Participant from finalising their fortnightly reporting requirement and it will prevent the Participant from receiving their income support payment. Participants will be prompted to contact Services Australia to discuss the non-compliance report when they are completing their fortnightly report.

Record Keeping

Depending on the Mutual Obligation Failure that the Participant has committed, in addition to the evidence recorded in the Department's IT Systems, the Provider must retain Documentary Evidence which is not retained on the Department's IT Systems. This could include:

- where the Mutual Obligation Failure is a failure to attend an appointment, a copy of the manually prepared and sent prior notification of the requirement to attend the appointment;
- where the Mutual Obligation Failure is acting in an inappropriate manner during an appointment or while participating in an activity, details of the activity host/provider and/or details of the relevant incident, including dates, the parties involved and what occurred.

Capability Interviews

The purpose of a Capability Interview

The purpose of the Capability Interview is to determine whether a ParentsNext Participant's Participation Plan is suitable for the Participant. Mutual Obligation Requirements are suitable if they are appropriate to the Participant's circumstances and the Participant is capable of meeting them.

The outcome of the Capability Interview will determine whether the Participant continues in the Warning Zone or whether they are returned to the Green Zone with their Demerits reset to zero. The Department's IT Systems will determine the outcome of the Capability Interview based on the information that the Provider records in the Department's IT Systems in relation to the Capability Interview. For more information on what the Provider must record in the Department's IT Systems regarding Capability Interviews, see the sections of this guideline below headed [Preparing to conduct a Capability Interview](#) and [Conducting the Capability Interview](#).

Participants will:

- return to the Green Zone with their Demerits reset to zero if the outcome of the Capability Interview is that their Participation Plan is not suitable (i.e. the Mutual Obligation Requirements specified in their Participation Plan are not appropriate to the Participant's circumstances or the Participant is not capable of meeting them), or

- continue in the Warning Zone if the outcome of the Capability Interview is that the Participation Plan is suitable for the Participant (i.e. the Mutual Obligation Requirements specified in their Participation Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them).

(Deed references: Clauses 101.1, 101.2 and 101.3)

When a Capability Interview is triggered

Providers have a Deed obligation to conduct a Capability Interview when the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview. This will occur when the Participant has, in 6 active months incurred 3 Demerits.

Other factors which influence whether a Provider must conduct a Capability Interview are:

- the outcome of any previous Capability Interview or Capability Assessment which has been conducted in relation to the Participant in the last 60 calendar days. Subject to certain exceptions, if the previous Capability review outcome is that the Participant's Mutual Obligation Requirements are suitable, then a further Capability Interview is not required. These exceptions include when a Participant moves to a different employment program (i.e. from Workforce Australia Services to ParentsNext) and the Department's IT Systems indicate that a new Capability Interview is required.

When the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview:

- a Capability Interview is said to be 'triggered', and
- the Department's IT Systems will identify that the Capability Interview is 'outstanding'.

The Department's IT Systems will identify that a Capability Interview is 'outstanding' until it is finalised.



System step: Refer to [System Steps](#) for information.

When a Participant incurs a Demerit that triggers a Capability Interview, their income support payment will be suspended until the Participant participates in the Capability Interview and the Capability Interview is finalised. Exceptions to this are discussed below under the heading '[Circumstances where a Capability Interview cannot be delivered within 2 Business Days](#)'.

Where the Department's IT Systems identify that a Capability Interview is 'outstanding' (as referred to above), the Participant will not be able to accrue any further Demerits until they attend a Capability Interview and that Capability Interview is finalised.

(Deed Reference: clause 101.1).

Capability Interviews resulted as 'No Longer Required', but are still outstanding

In some circumstances, where the Department's IT Systems identify that a Capability Interview is 'outstanding', the Capability Interview will be shown to be 'No Longer

Required'. This will happen where, after the Capability Interview is triggered, but before it is finalised, the Participant:

- transfers from the Provider to another Provider, or
- is granted an Exemption.

Even though the Capability Interview is shown as 'No longer Required', the Capability Interview must still be undertaken:

- when the Participant transfers to a new Provider, the new Provider must conduct the Capability Interview, and
- when the Participant returns to servicing after an Exemption, the current Provider must conduct the Capability Interview.

In these cases, the Participant must participate in a Capability Interview before their new Participation Plan can be negotiated with them. The Department's IT Systems will continue to identify that the Capability Interview is 'outstanding' until the Capability Interview is finalised.

The timeframe within which the 'No longer Required' Capability Interview must be conducted is discussed below under the heading ['When the Participant is transferred to another Provider or they are returning to service after an Exemption'](#).

Scheduling a Capability Interview

When scheduling a Capability Interview in the Participant's Electronic Calendar, the Provider must be in direct contact with the Participant. This is to ensure that the Participant receives formal notification of the Capability Interview within a reasonable timeframe.

Usually, when a Provider is scheduling the Capability Interview, the Provider must schedule it to occur within 2 Business Days after the Participant incurs the relevant Demerit. This timeframe is referred to in this guideline as the 'standard 2 Business Days timeframe'. Exceptions to the standard 2 Business Days timeframe are discussed below under the heading [Circumstances where a Capability Interview does not need to be delivered within 2 Business Days](#).

Providers must ensure that the scheduled Capability Interview time is of sufficient length to allow for a thorough review of the Participant's personal circumstances and have a detailed discussion. The recommended time for a Capability Interview is between 30 and 60 minutes.

When scheduling the Capability Interview, the Provider must ensure that they explain to the Participant:

- the purpose of the Capability Interview
- the reason they must participate in a Capability Interview (because they accrued 3 Demerits), and
- the serious potential consequences of continued Mutual Obligation Failures.

(Deed Reference: Clause 101.3(b)).

Circumstances where a Capability Interview does not need to be delivered face to face

Providers must conduct Capability Interviews face to face, except in allowable circumstances.

Allowable circumstances are limited to circumstances that:

- are beyond the Participant or Provider’s control, and
 - prevent the Capability Interview from being delivered face to face,
- including where any one or more of the following apply to the Participant:
- they reside in an area that is affected by:
 - extreme weather conditions
 - a natural disaster
 - public transport strikes, and/or
 - a written direction as notified by the Department, addressing expectations in relation to Provider servicing arrangements and Participant’s Mutual Obligation Requirements,
 - they are participating in full-time Education (including training), and this participation restricts their availability to attend the Capability Interview face to face
 - they are Employed and their hours restrict their availability to attend the Capability Interview face to face, and/or
 - they are not medically fit to attend the Capability Interview face to face.

If allowable circumstances prevent the Capability Interview from being delivered face to face, the Provider may conduct the Capability Interview via telephone or videoconference so that it is delivered within the standard 2 Business Days timeframe.



System step: Refer to [System Steps](#) for information.

(Deed Reference: Clause 101.3(c))

Circumstances where a Capability Interview does not need to be delivered within 2 Business Days

If the Participant has an Acceptable Reason

A Participant may notify the Provider, before the end of the standard 2 Business Days timeframe, that the Participant is unable to attend the Capability Interview within that timeframe. The Provider must then assess whether the Participant’s reason for not being able to attend the Capability Interview within that timeframe is an Acceptable Reason.

For the purposes of the above, the Provider must determine that a Participant has an Acceptable Reason for being unable to attend the Capability Interview within the standard 2 Business Days timeframe if:

- the Participant notified the Provider, before the end of the standard 2 Business Days timeframe, that the Participant is unable to attend the Capability Interview, and
- the Provider is satisfied that the Participant has a Valid Reason for being unable to attend the Capability Interview within the standard 2 Business Days timeframe.

A Provider must determine the Participant has an Acceptable Reason if they are satisfied that the reason the Participant meets the requirements as outlined in Prior Notice and Acceptable Reasons.

If the Provider determines that a Participant has an Acceptable Reason for being unable to attend the Capability Interview within the standard 2 Business Days timeframe as discussed above, the Provider must schedule the Capability Interview

to occur within 12 Business Days after the standard 2 Business Days timeframe. Broadly speaking, this means that the Provider must schedule the Capability Interview within 14 Business Days after the Participant incurs the Demerit that triggers the Capability Interview.

A full list of the reasons that appear in the drop-down menu can be found in the [‘Unable to re-engage within two Business Days’](#) reason options supporting document.



System step: Refer to [System Steps](#) for information.

If the Participant does not have an Acceptable Reason

If the Provider assesses that the Participant’s reason is not an Acceptable Reason as discussed above, the Provider must schedule the Capability Interview within the standard 2 Business Days timeframe. The Provider must then tell the Participant why their reason is not an Acceptable Reason, inform them that they are still expected to attend the Capability Interview and remind them that their income support payment suspension will not be lifted until they do so.

When part-time or outreach services prevent delivery of the Capability Interview within 2 Business Days

If part-time or outreach services prevent the Provider from delivering the Capability Interview face to face within the standard 2 Business Days timeframe but the Provider determines that the Capability Interview must be conducted face to face (e.g. because it is unsuitable to deliver the Capability Interview via telephone or videoconference) the Provider must schedule the Capability Interview to occur as soon as possible after the standard 2 Business Days timeframe. In any event, the Provider must schedule the Capability Interview to occur within 12 Business Days after the standard 2 Business Days timeframe. Broadly speaking, this means that the Provider must schedule the Capability Interview within 14 Business Days after the Participant incurs the Demerit that triggers the Capability Interview.

In these cases, Providers must select ‘re-engagement not required’ in the Department’s IT Systems. This will lift the Participant’s income support payment suspension, but the requirement to attend the Capability Interview will still be outstanding on the Participant’s record.

The Provider must record the reason that re-engagement is not required in the Department’s IT Systems. The only drop-down menu option is ‘Part-time/outreach services’.

The Provider must then manually schedule the Capability Interview in the Participant’s Electronic Calendar.



System step: Refer to [System Steps](#) for information.

When the Participant is transferred to another Provider or they are returning to service after an exemption

A Provider does not need to conduct the Capability Interview within the standard 2 Business Days timeframe where, after the Capability Interview is triggered, but before it is finalised, the Participant:

- transfers from the Provider to another Provider or other service, or
- is granted an Exemption.

When the Participant transfers to a new Provider, that new Provider must conduct the Capability Interview at the Participant's Initial Interview.

When the Participant returns to servicing after an Exemption, the Provider must conduct the Capability Interview within 14 Business Days after the Participant returns.

If a Participant fails to attend their Capability Interview

As noted above, a Capability Interview is a type of Reconnection Requirement. See [Reconnection Requirements](#) for more information on the steps Providers must take when a Participant fails to meet a Reconnection Requirement.

Preparing to conduct a Capability Interview

Prior to the Capability Interview, the Provider must accurately complete a pre-interview check in the Department's IT Systems.

The Provider must prepare for the Capability Interview by completing the pre-interview check by reviewing the following:

- the *Capability Interview Best Practice Guide*, on the TCF Learning Centre
- the Participant's current Job Seeker Classification Instrument (JSCI)—to familiarise themselves with the Participant's personal circumstances
- the Capability Management Tool (CMT)—for information on barriers that may be affecting the Participant's ability to meet their Mutual Obligation Requirements
- the Job Seeker Personal Summary—to familiarise themselves with the Participant's basic information history and current circumstances
- the Participant's current Participation Plan—to determine whether the Participant's Mutual Obligation Requirements:
 - are up to date and appropriate based on the Participant's known and recorded personal circumstances
 - do not conflict with each other, and
 - do not add up to excessive hours.

In determining these things, the Provider must consider the relevant requirements in the [Participation Plans](#) and [Activities](#) section of this guideline.

The Provider must be well prepared and have all relevant information on hand both prior to conducting the Capability Interview and during the Capability Interview itself.

Pre-interview check

The pre-interview check is a set of questions that determine if the Participant's Participation Plan is suitable (i.e. the Mutual Obligation Requirements specified in the Participation Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them).

The questions in the pre-interview check focus only on the Mutual Obligation Requirements in the Participant's Participation Plan. Providers must not consider voluntary requirements as part of this check.

When answering the pre-interview check questions, Providers must only use the information that is known about the Participant and has been recorded in the

Department's IT Systems prior to the Capability Interview being triggered. Providers must not use information that has been recorded since.

For more information regarding the pre-interview check, see the *Capability Interview Best Practice Guide*, on the TCF Learning Centre.



System step: Refer to [System Steps](#) for information.

Conducting the Capability Interview

Delivery by a different staff member

It is strongly recommended that the staff member who delivers the Capability Interview is someone other than the staff member who entered into and approved the relevant Participant's Participation Plan or sets and manages their Mutual Obligation Requirements. The purpose of this approach is because the Participant may disclose new information to another staff member that they had not disclosed to their usual consultant.

Site resourcing may restrict this practice, for example. In this situation, it is acceptable for the same staff member who negotiated the last Participation Plan to also conduct the Capability Interview.

Getting started

An interpreter and/or support person, must be provided/allowed to attend the Capability Interview when requested by the Participant and it is appropriate to the Participant's circumstances. The Provider must first advise the Participant that the Capability Interview is being undertaken due to their Mutual Obligation Failures. The Provider must explain the purpose and potential outcomes of the Capability Interview, including:

- that the Participant's Mutual Obligation Requirements may require re-negotiating
- that the Participant will either return to the Green Zone or continue in the Warning Zone, depending on the outcome of the Capability Interview, and
- the financial consequences for the Participant if they continue to commit Mutual Obligation Failures without a Valid Reason.

The focus of the Capability Interview is to:

- ensure the Participant understands their Mutual Obligation Requirements and the consequences of not meeting them
- ensure the Participant's Mutual Obligation Requirements set out in their Participation Plan are appropriate for their circumstances, and
- identify any undisclosed barriers preventing the Participant from meeting their Mutual Obligation Requirements.

The Provider must ensure the Participant understands that their Provider is seeking to better understand the reasons why they have not been meeting their Mutual Obligation Requirements.

(Deed Reference: Clause 101.2)

Providers must advise Participants that:

- it is important they disclose any personal circumstances that may be affecting their ability to comply with their Mutual Obligation Requirements (so the Provider can set Mutual Obligation Requirements appropriately)

- if needed, the Participant will be provided with assistance to help them meet their Mutual Obligation Requirements, or their Mutual Obligation Requirements may be adjusted
- the Participant may require and receive different services as a result of the Capability Interview, and
- if they continue to commit Mutual Obligation Failures without a Valid Reason, this will result in serious consequences, including potential loss of their income support payment.

The Provider must ask the Participant if they have any concerns or questions before starting the Capability Interview, and they should address these where possible.

Capability Interview discussion

During the Capability Interview, the Provider must discuss the following with the Participant:

- the Participant's understanding of their Mutual Obligation Requirements and what they must do to meet them. This may require a detailed discussion to ascertain the Participant's level of understanding of what they must do to avoid Demerits and income support payment suspension, reduction and/or cancellation
- the reasons behind the Participant's recent Mutual Obligation Failures and any factors that may be affecting the Participant's capacity to meet their Mutual Obligation Requirements
- whether alternative Mutual Obligation Requirements may be more appropriate for the Participant
- any undisclosed barriers that might be preventing the Participant from meeting their Mutual Obligation Requirements
- any support or assistance the Participant identifies that might better help them meet their Mutual Obligation Requirements, and
- anything else of relevance to the Participant's capability to meet their Mutual Obligation Requirements.

Providers should note that the Capability Interview is not an opportunity to review the circumstances under which each Demerit was accrued or to review the decision-making process for each Demerit decision.

During the Capability Interview discussion with the Participant, the Provider must accurately answer all the Capability Interview questions that can be accessed on the Targeted Compliance Framework/History screen in the Department's IT Systems. Providers must also accurately record additional information relating to those questions where they are prompted to do so by the Department's IT Systems.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.

(Deed Reference: Clause 101.2)

Updating the Job Seeker Classification Instrument (JSCI)

During each Capability Interview, the Provider must:

- review the Participant's JSCI assessment, and
- if the JSCI does not accurately reflect the current circumstances of the Participant as disclosed during the Capability Interview, update the Participant's JSCI.

See the [JSCI Assessment Supporting Document](#) on the Provider Portal for more information on how to conduct/update a JSCI.

Using the Capability Management Tool

Providers have an obligation to use the Capability Management Tool (CMT) during the Capability Interview.

Providers can access the CMT in the Department's IT Systems. The CMT is used to record, review and manage information on Participants' personal circumstances that may be affecting their capacity to meet their Mutual Obligation Requirements. The CMT consolidates information collected from the Capability Interview discussion, the most recent JSCI, and any past Capability Assessments.

Based on the discussion with the Participant during the Capability Interview, Providers must use the CMT to accurately record information regarding all identified barriers or vulnerabilities affecting the Participant's ability to meet their Mutual Obligation Requirements.

(Deed Reference: Clause 101.2(c))

Actioning the outcomes of the Capability Interview

As noted above, the Department's IT Systems will determine the outcome of the Capability Interview based on the information that the Provider records in the Department's IT Systems in relation to the Capability Interview. The possible outcomes are as follows:

- Capable
- Not Capable due to errors in compellable requirements
- Not Capable of meeting current requirements due to ongoing circumstances, or
- Not Capable due to newly disclosed information.

Each of these outcomes is discussed in further detail below.

Once the Department's IT Systems have determined the outcome of the Capability Interview, the Provider must explain this outcome to the Participant and ensure that they understand what it means and what will happen next.

Providers must save their responses and finalise the Capability Interview in the IT system while the participant is still in attendance or on the phone for the Capability Interview appointment. There must be no delay in advising the participant of the Capability Interview outcome and what the outcome means to them.

If the participant attended the Capability Interview appointment, however did not participate for the duration of the appointment, Providers must complete the questions based on what they know about the participant, and finalise the Capability Interview the same day.

Capable

If the outcome of the Capability Interview is that the Participant's Participation Plan and compellable requirements are suitable for the Participant (i.e. the Mutual Obligation Requirements specified in the Participant's Participation Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them), they will continue in the Warning Zone with 3 Demerits once the Capability Interview is finalised.

Because the Participation Plan is suitable for the Participant, it does not need to be updated.

Provider action

- Advise the Participant that their Participation Plan has been assessed as being suitable for them.
- Advise the Participant that if they continue to commit Mutual Obligation Failures without a Valid Reason, this may result in a Capability Assessment with Services Australia.
- Explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

Not Capable due to errors in compellable requirements

If the outcome of the Capability Interview is that the Participant's compellable requirements (i.e. there are errors in the Mutual Obligation Requirements), the Participant is returned to the Green Zone with their Demerits reset to zero.

Provider action

- The Provider must discuss the Participants requirements with them, re-negotiate and update the Participant's Participation Plan and compellable requirements so that they are suitable (i.e. the Mutual Obligation Requirements are appropriate to the Participant's circumstances and the Participant is capable of meeting them).
- This should be undertaken as soon as the Capability Interview outcome has been determined by the Department's IT Systems, or if this is not possible within 10 Business Days following the finalisation of the Capability Interview.
- The Provider must then explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

(Deed Reference: Clauses 76.3(d), 101)

Until the Participation Plan is updated and agreed by the Participant, they cannot accrue further Demerits. Once the Participant has agreed to their new Participation Plan, this will flag in the system that Mutual Obligation Requirements are appropriate and the Participant will be able to accrue Demerits against those requirements.

Not capable of meeting requirements due to ongoing circumstances

If the outcome of the Capability Interview is the Participant is not capable of meeting their current compellable requirements due to ongoing circumstances (i.e. the Participant is not capable of meeting the Mutual Obligation Requirements), the Participant is returned to the Green Zone with their Demerits reset to zero.

Provider action

- The Provider must discuss with the Participant to re-negotiate and update the Participant's Participation Plan and compellable requirements so that they are suitable (i.e. the Mutual Obligation Requirements are appropriate to the Participant's circumstances and the Participant is capable of meeting them).
- This should be undertaken as soon as the Capability Interview outcome has been determined by the Department's IT Systems, or if this is not possible within 10 Business Days following the finalisation of the Capability Interview.
- The Provider must then explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

Until the Participation Plan is updated and agreed by the Participant, they cannot accrue further Demerits. Once the Participant has agreed to their new Participation

Plan, this will flag in the system that Mutual Obligation Requirements are appropriate and the Participant will be able to accrue Demerits against those requirements.

(Deed Reference: Clauses 76.3 (d), 101)

Not Capable due to newly disclosed information

The Provider may assess that the Participant would normally be capable of meeting their Mutual Obligation Requirements. However, the Participant has disclosed new information about their personal circumstances that was previously unknown to the Provider, and these circumstances would have affected the Participant's ability to meet their Mutual Obligation Requirements at the time they accrued Demerits.

Circumstances are considered to be newly disclosed if they are not already recorded in the Department's IT Systems.

This is not a review of whether the Participant should have accrued Demerits in relation to the relevant Mutual Obligation Failures—instead, the newly disclosed information informs the assessment of the Participant's overall capability at the time they accrued Demerits.

Because the Participant is normally capable of meeting their Mutual Obligation Requirements, their Participation Plan does not necessarily require updating.

(Deed Reference: Clauses 76.3 (d), 101)

Provider action

- Advise the Participant that newly disclosed information would have affected their ability to meet Mutual Obligation Requirements at the time of Demerit accrual.
- Advise the Participant that their Demerits will be reset to zero and they will return to the Green Zone.
- Consider whether the Participation Plan requires updating. If so, negotiate and update the Participation Plan so that it is suitable in accordance with the [Participation Plans](#) and [Activities](#) section of this Guideline.

Capability Assessments

The purpose of a Capability Assessment

A Capability Assessment is a key component of the TCF. It is further protection for the most vulnerable Participants and provides another opportunity for Participants to disclose issues that may be affecting their ability to meet their Mutual Obligation Requirements specified in their Participation Plan.

Capability Assessments are conducted by Services Australia and ensure only those Participants who deliberately fail to meet their Mutual Obligation Requirements face potential financial penalties.

The purpose of the Capability Assessment is to determine whether a Participant's Participation Plan and Mutual Obligation Requirements are suitable for the Participant. Mutual Obligation Requirements are suitable for a Participant if they are appropriate to the Participant's circumstances and the Participant is capable of meeting the requirements.

Even though Providers do not conduct Capability Assessments (they are conducted by Services Australia), Providers still have Deed obligations in relation to Capability Assessments.

The Capability Assessment will determine the Participant's place in the TCF. The Participant will:

- return to the Green Zone with their Demerits reset to zero if the result of the Capability Assessment is that the Participant's Participation Plan is not suitable for the Participant, or
- enter the Penalty Zone and incur financial penalties for future non-compliance if the result of the Capability Assessment is that the Participant's Participation Plan is suitable for the Participant.

(Deed reference: Clause 101.4)

When a Capability Assessment is triggered

Broadly speaking, Services Australia will conduct a Capability Assessment when the Participant has:

- already completed a Capability Interview (and the outcome is that the Participant's Participation Plan is suitable for the Participant), and
- in 6 active months, incurred 5 Demerits.

When the circumstances described above occur:

- a Capability Assessment is said to be 'triggered', and
- the Department's IT Systems will identify that the Participant's Reconnection Requirement for their most recent Mutual Obligation Failure is a Capability Assessment.

When a Capability Assessment is triggered as described above, the Department's IT Systems will display the formal notification script that the Provider must then read to the Participant. This notification informs the Participant that:

- they must contact Services Australia as soon as possible to participate in a Capability Assessment, and
- their income support payment will be suspended in 2 Business Days if they do not contact Services Australia.

Participants will be unable to report to Services Australia for their next fortnightly income support payment until they contact Services Australia to undertake the Capability Assessment.

No further Demerits until the Capability Assessment is finalised

Participants will not accrue any further Demerits until they participate in a Capability Assessment and that Capability Assessment is finalised in the Department's IT Systems.

After triggering the Capability Assessment, Participants might commit further Mutual Obligation Failures after attending a Capability Assessment but before the Capability Assessment has been finalised in the Department's IT Systems.

In these cases, the Participant will not receive Demerits, but their income support payment will remain suspended to encourage the Participant to reconnect with their Provider.

Delivery of the Capability Assessment and recording outcomes

Services Australia will notify Providers of Capability Assessment outcomes via a noticeboard message on the Department's IT Systems. Services Australia will record the outcome of the Capability Assessment and will provide information in the

Participant's record on what Mutual Obligation Requirements in their Participation Plan are inappropriate and/or the parts of the Participation Plan the Provider must renegotiate with the Participant, if the Participation Plan required updating.

(Deed reference: Clause 101.4)

Actioning the outcomes of a Capability Assessment

Once Services Australia has finalised the Capability Assessment in the Department's IT Systems, the Provider must review the outcome and any servicing recommendations Services Australia has recorded in the CMT.

The possible outcomes are:

- Capable
- Not Capable due to errors in compellable requirements
- Not Capable of meeting current requirements due to ongoing circumstances.

Providers can view the Capability Assessment outcomes on the Targeted Compliance Framework History Screen in the Department's IT Systems. Each of the above outcomes are discussed in further detail below.

Capable

If the outcome of the Capability Assessment is that the Participant's Participation Plan and Mutual Obligation Requirements are suitable for the Participant, they will move into the Penalty Zone.

Because the Participation Plan and compellable requirements are suitable for the Participant, the Mutual Obligation Requirements do not need to be updated.

Provider action

- The Provider must advise the Participant that their Participation Plan and compellable requirements have been assessed as being suitable for them (i.e. the Mutual Obligation Requirements are appropriate to the Participant's circumstances and the Participant is capable of meeting them).
- The Provider must explain to the Participant their Mutual Obligation Requirements in their Participation Plan and the consequences of non-compliance.
- The Provider must advise the Participant they are now in the Penalty Zone and that the next time they commit a Mutual Obligation Failure, this may result in loss of part or all of their income support payment.
- The Provider must review the CMT for the Participant as Services Australia may have identified issues that the Provider will need to consider when renegotiating the Participant's Mutual Obligation Requirements in the future.

Not Capable due to errors in compellable requirements

If the outcome of the Capability Assessment is that there are errors in the Participant's compellable requirements (i.e. there are errors in the Mutual Obligation Requirements specified in the Participant's Participation Plan), the Participant is returned to the Green Zone with their Demerits reset to zero.

Provider action

- The Provider must advise the Participant that their Demerits have been reset to zero and they have returned to the Green Zone.
- The Provider must review the CMT for service recommendations recorded by Services Australia, and must consider those recommendations before renegotiating the Participant's Mutual Obligation Requirements.

- In consultation with the Participant, the Provider must update the Participation Plan so that it is suitable (i.e.: the Mutual Obligation Requirements specified in the Participation Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them) within 10 Business Days following the finalisation of the Capability Assessment.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

(Deed reference: Clauses 76.3 (d), 101.4)

Not Capable of meeting current requirements due to ongoing circumstances

If the outcome of the Capability Assessment is the Participant is not capable of meeting their current compellable requirements due to ongoing circumstances (i.e. the Participant is not capable of meeting the Mutual Obligation Requirements specified in their Participation Plan), the Participant is returned to the Green Zone with their Demerits reset to zero.

Provider action

- The Provider must advise the Participant that their Demerits have been reset to zero and they have returned to the Green Zone.
- The Provider must review the CMT for service recommendations recorded by Services Australia and must consider those recommendations before discussing the Participant's Mutual Obligation Requirements with them.
- In consultation with the Participant, the Provider must update the Participation Plan so that it is suitable (i.e. the Mutual Obligation Requirements specified in the Participation Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them) within 10 Business Days following the finalisation of the Capability Assessment.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

(Deed reference: Clauses 76.3 (d), 101.4)

Not Capable due to newly disclosed information

If the outcome of the Capability Assessment is that the Participant was not capable of meeting their compellable requirements at the time non-compliance occurred (i.e. the Participant is not capable of meeting the Mutual Obligation Requirements specified in their Participation Plan), the Participant is returned to the Green Zone with their Demerits reset to zero.

Provider action

- The Provider must advise the Participant that their Demerits have been reset to zero and they will return to the Green Zone.
- The Provider must review the CMT for service recommendations and/or barriers recorded by Services Australia and consider if the Participant's Participation Plan remains suitable for the Participant (i.e. the Mutual Obligation Requirements specified in the Participation Plan remain appropriate to the Participant's circumstances and the Participant is capable of meeting them).
- If the Participation Plan does not remain suitable, the Provider must update the Participation Plan so that it is suitable (i.e. the Mutual Obligation Requirements specified in the Participation Plan are appropriate to the Participant's circumstances and the Participant is capable of meeting them) within 10 Business Days following the finalisation of the Capability Assessment.
- The Provider must explain to the Participant their Mutual Obligation Requirements and the consequences of non-compliance.

8. Goal Setting

Providers role in supporting Participants to set goals

Providers must help Participants to identify and set appropriate goals. Discussing the Participant's aspirational goals and fostering a supportive working relationship is likely to motivate the Participant to work towards their Education and Employment goals.

Each Participant's goals must be tailored to their individual circumstances, needs, strengths and barriers. Once goals are identified and agreed with the Participant, the Provider must assist the Participant to work towards their goals. This can include referring the Participant to appropriate Activities and supporting the Participant financially to overcome barriers that may be preventing them from achieving their goals (e.g. using the [Participation Fund](#), [Wage Subsidies](#) and [Relocation Assistance](#)). This information must be recorded in the Participation Plan. For more information see [Participation Plans](#).

Providers must review Participants progress towards their Education and Employment goals at each quarterly Appointment and update the Participant's Participation Plan as required.

9. Activities

To meet their Mutual Obligation Requirements, Participants are required to attend and participate in Activities that will help them achieve the Education and Employment goals stated in their Participation Plan. Providers must work with each Participant to identify Activities appropriate for their personal circumstances and goals.

Education, training or other Activities that build work readiness and lead to Employment are appropriate for most Participants.

Playgroups or similar Activities, which provide social connections and networking opportunities are generally appropriate early in a Participant's time in the program, if they have limited work history or significant Non-vocational Barriers. However, Providers should regularly review these Activities to ensure they continue to be appropriate in progressing the Participant towards their Education and Employment goals. Where the most appropriate Activities for a Participant are non-vocational or pre-vocational in nature, Providers must explain how they will help the Participant on their pathway to Employment.

Activities unrelated to a Participant's Education or Employment goals or those that primarily benefit their child/ren are generally not appropriate.

Participants do not have a specified number of hours they need to complete in Activities. However, they should be participating in at least one Activity consistently between Appointments. Participants must agree to the Activities and fortnightly hours of participation in their Participation Plan.

Participants who fail to attend or report their attendance at a scheduled Compulsory Activity may be subject to compliance action.

Providers must arrange and deliver Activities in accordance with the Deed, the ParentsNext Services Guarantees and their Service Delivery Plans.

(Deed references: Clause 63; Clause 92; Clause 94)

Activity considerations

Providers must be satisfied that all Activities are safe and appropriate for Participants, and where relevant, their children. Providers must take all reasonable steps to minimise the risk to health and wellbeing of Participants and others at Activities.

Providers must not place a Participant in an Activity if they have disclosed a restriction, such as a court order or relevant criminal conviction, excluding their attendance or participation in that type of Activity.

Providers should ensure a Participant meets, or is likely to meet, any eligibility criteria before referring to Activities such as the Skills for Education and Employment (SEE) program.

(Deed references: Clause 97)

Activity costs

Providers may fund Activities, refer to existing funded Activities, or use the [Participation Fund](#) to help meet eligible costs of a Participant's Activity. Participants are not required to cover the costs of Activities, such as enrolling in an Education course.

Participants should generally cover the costs associated with participating in Activities, such as transport costs. Where relevant, Providers should help Participants access other available assistance, such as other Australian Government programs and/or child care subsidies.

(Deed references: Clause 62; Clause 94)

Activity requirements over school holidays and Christmas

During the fortnight in which the Christmas public holiday falls, Participants do not have any compulsory Requirements.

When setting Activity requirements during schools holidays, Providers must consider if a Participant has access to suitable care and supervision for their child/ren, including any older children for whom they are the principal carer. While Participants should generally continue undertaking Activities during school holidays, Providers must not schedule a Compulsory Activity if a Participant is unable to obtain suitable child care to allow the Participant to attend the Activity.

A Participant's most appropriate Activity may have periodic breaks. For example, some education, training and playgroups do not operate during school holidays. This is an opportunity to review the Participant's progress towards their Education and Employment goals and determine if the Participant wishes to undertake an alternative Activity during the break. However, Providers should not compel a Participant to undertake a new Activity if their Activity (on periodic break) remains the most appropriate Activity for the Participant.

(Deed reference: Annexure A1—Definitions)

Formal notification

Under Social Security Law, Providers are required to formally notify Participants of their Requirements. This includes notifying Participants of their requirement to:

- negotiate and agree to a Participation Plan
- attend Appointments with Providers or another organisation as required, and
- attend and participate in an Activity.

When issuing formal notification, Providers must explain all of the following:

- the reason for the Requirement (Appointment or Activity)
- whether the Requirement is for the purpose of re-engagement
- the date and start time of the Requirement
- the location or address of the Requirement
- whether the Requirement is compulsory or voluntary
- that the Participant must contact their Provider beforehand if they are unable to attend or complete the Requirement
- the consequences for the Participant if they do not meet their Requirement
- that the notification is a notice under Social Security Law
- that the Participant must complete Compulsory Activities in return for their Parenting Payment.

When scheduling a compulsory Requirement in a Participant's Electronic Calendar, the Department's IT Systems automatically create formal notification based on the notification type selected.

Providers must issue new formal notification when rescheduling a Participant's Requirements.

(Deed references: Clause 72; Clause 91)

Formal notification timeframes

Providers must issue formal notification within the timeframes in [Table 1](#). Providers are generally unable to schedule compulsory Requirements in a Participant's Electronic Calendar if there is insufficient time to issue formal notification.

Providers may only schedule a Requirement outside formal notification timeframes with a Participant's consent. Where this occurs, Providers must record in the Department's IT Systems that they discussed with the Participant and gained their consent.

Table 1: Formal notification timeframes

Method	Timeframe	Requirements
Phone	3 calendar days	Providers must: <ul style="list-style-type: none"> • speak directly with the Participant • provide all required information using the verbal script Providers must not leave a message with another person, on an answering machine or via SMS as these are not formal notifications.
Face-to-face	3 calendar days	Providers must give all required information using the verbal script. Providers may also issue a form of written notification at the same time.

Method	Timeframe	Requirements
Letter via post	6 Business Days	Providers must take the Participant's mailing arrangements and location into account when using postal services. Refer to the Australia Post website for delivery times.
Letter handed to Participant	3 calendar days	Providers can use this type of formal notification in conjunction with face-to-face notification.
Email	2 Business Days	Providers may use email when it is the Participant's preferred method of notification. For an email notification to be valid, Providers must ensure the Participant has read and understood the email at least one day before the Appointment, for example, by receiving a 'read receipt'.

(Social Security (Administration) Act 1999 (ss: 63); Social Security Act 1991 (ss 501,544,605,731L) Deed Clause 72)

Complying with the Department's directions about Activities

Providers must comply with any directions from the Department about an Activity, including when an Activity or proposed Activity:

- cannot be undertaken or continue operating
- must be varied, or
- must be managed by a Provider, rather than an Activity Host Organisation or Subcontract.

Providers must advise the Department immediately if an Activity Host Organisation is using an Activity to displace paid workers or reduce the amount of paid work available to its workers. Where this occurs, Providers must renegotiate, terminate or not renew any Activity Host Organisation Agreement or Subcontract with the relevant Activity Host Organisation.

(Deed reference: Clause 94)

Arranging Activities

Providers must source or deliver Activities for Participants so they can meet their Requirements. Providers are responsible for ensuring Activities, including those delivered by an Activity Host Organisation, are delivered in accordance with the Deed.

(Deed reference: Clause 94)

Activity Host Organisations

A range of organisations can host Activities, including:

- not-for-profit organisations
- publicly funded organisations that provide services within the local community
- local, state or territory and Australian Government organisations and agencies
- Indigenous community organisations, or

- educational institutions and Registered Training Organisations.

Providers must not engage an organisation to host an Activity if it:

- engages in illegal operations or promotes or condones any form of unlawful conduct
- is associated with the sex industry
- promotes or condones gambling
- promotes or condones any form of violence, self-harm or suicide
- promotes or condones any form of discrimination, including on the grounds of race, ethnic group, language, sex, religion or disability, or
- provides any other service that is likely to bring Participants, ParentsNext, or the Department into disrepute.

(Deed reference: Annexure A1—Definitions; Clause 94)

Activity Host Organisation Agreements

An Activity Host Organisation Agreement between a Provider and Activity Host Organisation ensures each party understands their rights and obligations.

Providers must use an Activity Host Organisation Agreement for the following Activities:

- Work Experience (Other)
- Voluntary Work.

Providers do not need to use an Activity Host Organisation Agreement for any of the following:

- other Activities
- Launch into Work (LiW) Placements
- Local Jobs Program Activities.

(Deed reference: Annexure A1—Definitions; Clause 94.5)

Requirements of an Activity Host Organisation Agreement

A template [Activity Host Organisation Agreement](#) is on the Provider Portal. Providers are not required to use the template but must include all of the following information in an Activity Host Organisation Agreement:

- details of the Activity, including the services the Activity Host Organisation will provide and the tasks Participants will complete
- details of any Supervision to be provided
- details of any background checks to be completed (for example, police checks) in relation to the Activity's Personnel
- how the Activity Host Organisation will report attendance information to the Provider, including supporting Participants to report their own attendance
- how attendance will be reported for those Participants assessed as not capable of recording their own attendance, and the support that will be provided if a Participant asks their Supervisor to record attendance on their behalf
- details of the Activity risk assessment including what the Activity Host Organisation will do to ensure Participants' health and safety
- details of work health and safety incident reporting
- the level of insurance cover the Activity Host Organisation is required to maintain in relation to the Activity.

(Deed reference: Clause 97)

Transferring Participants subject to an Activity Host Organisation Agreement

Where a Participant is subject to an Activity Host Organisation Agreement on the date that they transfer from another ParentsNext Provider to the Provider, the Provider must:

- use its best endeavours to:
 - enter into a new Activity Host Organisation Agreement with the relevant Activity Host Organisation on the same terms as the existing Activity Host Organisation Agreement
 - if the other ParentsNext provider delivers the Activity itself, enter into an Activity Host Organisation Agreement with the other ParentsNext provider, or
 - novate the Activity Host Organisation Agreement from the other Provider to itself.
- advise the Department if it is unable to novate the Activity Host Organisation Agreement or enter into a new Activity Host Organisation Agreement within 10 Business Days of becoming aware of this inability, and
- comply with any direction by the Department in relation to the Participant.

(Deed reference: Clause 70.3)

Voluntary Work

Providers must complete all of the following before placing a Participant in Voluntary Work:

- enter into an Activity Host Organisation Agreement with the Activity Host Organisation
- identify what training, including work health and safety training, is required to ensure the Participant can participate safely
- confirm the Activity Host Organisation will provide training of sufficient length and quality to the Participant at the start of and throughout the placement
- identify any specific equipment, clothing or materials required for safe participation and ensure the Activity Host Organisation will provide these
- confirm the Participant will be appropriately Supervised throughout the placement (see [Managing work health and safety](#) below)
- advise the Participant how to report any work health and safety issues
- ensure appropriate facilities (such as toilets and access to drinking water) will be available for the duration of the placement.

(Deed reference: Clause 97)

Launch into Work Placements

Launch into Work (LiW) is a program supporting participants to increase their skills, experience and confidence through pre-employment projects that provide training, work experience and mentoring, tailored to a specific job and business. LiW Organisations are required to commit to employing all suitable participants who successfully complete their LiW Placement.

The Department will notify Providers if there is a LiW pre-employment project planned in their Employment Region and invite them to a project briefing session with the LiW Organisation. Following the briefing session, Providers need to screen

their caseload for Participants who may be suitable for LiW and refer them to an information session with the LiW Organisation. The LiW Organisation will select suitable Participants and invite them to commence a LiW Placement.

Providers must record a LiW Placement as a voluntary Activity in a Participant's Participation Plan. Providers should include relevant Activity details, such as information about the LiW Organisation, dates and hours of participation.

(Deed reference: Clause 94; Clause 96)

Local Jobs Program

The Local Jobs Program brings together expertise, resources and access to funding at the local level to support participants who are ready to work, employers and their communities in each region. The program has a particular focus on reskilling, upskilling and training and employment pathways.

ParentsNext participants are eligible to participate in the Local Jobs Program as an Activity in their Participation Plan. Participation is voluntary and must be reflected in their Participation Plan as such. If a Participant takes on participation in the Local Jobs Program as an Activity, but fails to adequately engage in it, Providers must work with the Participant to identify any barriers affecting their participation and determine if another Activity is more appropriate for them.

For more information about the Local Jobs Program, including ParentsNext Provider obligations, refer to the [Local Jobs Program Support Document](#) on the Provider Portal.

(Deed reference: Clause 96A)

Activities at local organisations

Providers can arrange referrals to existing Activities delivered by local organisations. These arrangements generally do not require a formal agreement. Examples include a training course at the local TAFE, a playgroup that is part of the local Playgroups Association and story time at the local library.

Providers must work cooperatively with local organisations and establish appropriate referral pathways before referring Participants to existing Activities operated by a local organisation.

(Deed reference: Clause 64)

Managing Participants in Activities

Providers must use the Department's IT Systems to manage Participants' Activity requirements. This includes:

- assessing if each Participant is capable of recording their own attendance at an Activity before scheduling compulsory Requirements in their Electronic Calendar
- creating Activities in the Department's IT Systems
- referring Participants to Activities by recording Activity placements
- scheduling Compulsory Activities and third party appointments so Participants remain accountable for their attendance.

Refer to the [Task Cards](#) on the Provider Portal for guidance on managing Activities in the Department's IT Systems.

(Deed reference: Clause 94.8)

Recording attendance at Compulsory requirements

Under the Targeted Compliance Framework, Participants are required to confirm their attendance at Compulsory Activities and third party appointments scheduled in their Electronic Calendar. Although Participants may participate in their Activity more frequently, Providers must not schedule a Compulsory Activity more than once per fortnight.

Before scheduling any Requirements for a Participant, Providers need to assess their capability to record their own attendance. Participants who are capable need to have the 'Personal Responsibility to Report and Record Attendance' (PA03) code in their Participation Plan. Participants will then be responsible for recording and/or reporting their own attendance at Activities and third party appointments.

Participants who are not capable of recording their own attendance are still responsible for reporting their attendance or assisting their Provider to ensure their attendance is recorded. This may involve the Participant calling their Provider to ask them to record their attendance, or asking their Activity Supervisor (where the Activity has a designated Supervisor) to record attendance on their behalf. It also includes being available to take calls from their Provider to confirm their attendance.

Participants either record their attendance via the Workforce Australia App or personal account on the [Workforce Australia website](https://jobactive.gov.au/), or report their attendance to their Provider.

A Participant may be subject to compliance action if their attendance is not recorded by close of business on the day of a Compulsory Activity.

Providers should assess engagement and attendance at Activities through discussion with Participants. Providers may only contact third parties (such as libraries or education providers) to confirm a Participant has attended an Activity:

- where the third party and Participant have agreed, or
- in accordance with an Activity Host Organisation Agreement.

Assessing a Participant's capability to record attendance

When assessing a Participant's capability to record their own attendance, Providers must consider if the Participant has:

- the means to record their own attendance. That is, the Participant has daily, reliable access to technology that will allow them to record their attendance, such as a computer or smartphone, or the means to contact their Provider to report their attendance, and
- the ability to record or report their own attendance. That is, the Participant understands all of the following:
 - when they need to record attendance
 - how to record their own attendance
 - that they must record or report attendance by close of business on the day of the Requirement
 - what to do and who to contact if they cannot record their own attendance on a given day
 - the consequences of not recording or reporting their own attendance when they are required to do so.

Providers must remove the PA03 code from a Participant's Participation Plan if they are not capable of reliably recording/reporting their attendance at Activities. Providers should also consider removing the PA03 code if a Participant's access to technology is unreliable. For example, if they live in an area with service black spots or have frequent temporary disconnections.

When the PA03 code is removed from a Plan, the Provider is responsible for recording the Participant's attendance by close of business on the day of each scheduled Activity.

(Deed references: Clause 91; Clause 92)

Creating and referring to Activities

Providers must create Activities in the Department's IT Systems. Providers should create a separate Activity for each unique Activity to which they refer Participants. An Activity is unique when the tasks undertaken are not the same as an existing Activity, or are undertaken under different circumstances. Each Activity recorded in the Department's IT Systems has a unique Activity ID to identify and manage placements.

When creating an Activity, Providers must identify if any evidence is required from the Participant to verify their attendance at the Activity. Evidence can include a QR code or passcode the Participant scans using the Workforce Australia App or recording attendance in their personal account of the [Workforce Australia website](#).

After creating an Activity, Providers need to record an Activity placement each time a Participant is referred to the Activity. Providers must include all of the following details when placing a Participant in an Activity:

- placement type
- placement status
- expected start and end dates.

Once a Provider places a Participant in an Activity with a linked Activity schedule, the Activity requirements are populated in the Participant's Electronic Calendar. Providers need to update a Participant's Activity placement when they finish the Activity.

(Deed reference: Clause 94)

Recording Employment as an Activity

Providers must record a Participant's Employment as a voluntary Activity in their Participation Plan.

The Department counts Employment in its assessment of Providers' performance against the Key Performance Indicators (KPIs). Providers must record Employment as an Activity and create a placement to have a Participant's Employment count towards its KPIs. Providers must **also** record Employment as a Vacancy and create a Placement to track an Employment Outcome for a Participant. Refer to the [Performance Supporting Document](#) and the [Vacancies and Placements](#) or [Outcomes](#) sections of this guideline for more information.

Employment with regular hours can be recorded as an ongoing Personal Event in a Participant's Electronic Calendar. This allows Providers to view and consider the

Participant's work schedule when booking Appointments and other Activities, without requiring the Participant to report attendance.

(Deed reference: Clause 80; Clause 94)

Scheduling Activities

Most Activities should be scheduled once per fortnight. However, fortnightly scheduling is not appropriate or possible in all circumstances – refer to [Off-Calendar](#), [Participants in Education](#) and [Flexible Activities](#) sections of this guideline for more detail.

Providers can either schedule a Requirement directly in a Participant's Electronic Calendar or use Activity schedules where the Participant will attend on set days and times. Compulsory Activities scheduled in a Participant's Electronic Calendar triggers attendance reporting for the relevant Activity. Refer to [Activities and Schedules](#) [ParentsNext Task Card](#) for more information on scheduling Activities.

Maximum reporting frequency

Providers must not require Participants to report their Activity attendance more than once per fortnight, even where they agree to attend more frequently in their Participation Plan. To do this, Providers must either:

- for ongoing Activities, set the Activity schedule to recur on a fortnightly basis. Select one day/session in the fortnight that the Participant will attend and report their attendance
- for one-off Activities, Providers must not schedule a requirement within 14 days of another, or
- where a Participant attends their Activity less frequently, for example, monthly, each instance should be scheduled where possible.

Where a Participant has agreed to participate more frequently in an Activity, Providers should record the actual hours of participation as Personal Events in their Electronic Calendar. For example: Sarah is participating in an English language course as her Activity and attends classes on a Tuesday every week. Sarah's Provider must, in the Electronic Calendar, schedule a single day in the fortnight that she will report her attendance at the Activity. The other class days should be recorded as Personal Events.

Off-calendar

Providers are not required to schedule full-time Education or Activities that genuinely cannot be scheduled (flexible Activities).

For these Activities, Providers must use the 'off-calendar' functionality in the Department's IT Systems to set a Participant's Requirements and place them in an Activity without creating a scheduled Requirement. Using the off-calendar function eliminates the Participant's requirement to record or report their attendance at the Activity.

While Participants do not have reporting requirements when their Activity is off-calendar, they are still required to attend and participate in their Activity as agreed in their Participation Plan.

If a Participant fails to adequately engage in their Activity, Providers must work with the Participant to identify any barriers affecting their participation and determine if another schedulable Activity is more appropriate for them.

The Department monitors Providers' use of the off-calendar as part of its Program Assurance Activities.

Participants in Education

Participants whose Compulsory Activity is Education, as defined below, are not required to record their attendance. Providers must record a Participant's Education as off-calendar when the Participant:

- demonstrates they are in receipt of the full rate of the Pensioner Education Supplement (PES), or
- provides evidence of their enrolment in Education and written confirmation they are undertaking a minimum participation hours (contact and/or self-paced learning components) of 4 hours per week for a minimum duration of 6 weeks, as defined by the Education institution.

Providers should remind Participants in Education to notify them if they have a change of circumstances or are no longer studying.

Flexible Activities

Providers should record flexible Activities unable to be scheduled as off-calendar. Activities are unable to be scheduled when they do not require a Participant to attend an event or location or do not occur at a specific date or time. Flexible Activities that cannot be scheduled include all of the following:

- online study or Education
- research activities such as researching vocational pathways or courses
- concurrent programs
- Work Experience (Other).

Supporting Participants' ongoing participation in Activities

Providers must support each Participant to meet the Activity requirements agreed in their Participation Plan by doing all of the following:

- discussing their progress at Appointments and resolving any issues
- monitoring their progress, attendance, behaviour and satisfaction with the Activity
- ensuring they have access to all materials, equipment, training and facilities required to participate
- ensuring they are benefiting from the Activity and helping them improve work readiness, education or address barriers
- ensuring the Participant understands their requirement to record or report their own attendance at Activities
- ensuring relevant work health and safety standards are upheld, and
- where an Activity is no longer suitable for the Participant, discussing and agreeing a new, more appropriate Activity.

(Deed reference: Clause 94; Clause 97)

Completed Activities

Providers must ensure Participants are engaged in Activities on an ongoing basis and monitor completion dates. Providers should consider if a Participant's Activity is likely to be ongoing until their next quarterly Appointment. Providers should contact Participants who have completed their Activity and book an Appointment to update their Participation Plan to include a new Activity.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed reference: Clause 94)

10. Managing work health and safety

Before referring a Participant to an Activity, Providers must consider if it is suitable for their circumstances. This includes identifying if any interventions such as work health and safety checks, risk assessments, Supervision or background checks are required to confirm the safety and suitability of the Activity and the Activity location.

Providers have specific requirements in relation to Voluntary Work, Work Experience (Other) Placements, LJP and LiW Placements. Before referring Participants to these Activities, Providers must ensure there is a safe system of work in place and the relevant Activity Host Organisation or LiW Organisation is complying with work health and safety requirements in the jurisdiction in which the Activity operates. This includes:

- checking appropriate work health and safety measures are in place
- completing a risk assessment
- meeting Supervision requirements, and
- confirming relevant background checks have been completed.

More information about each of these is in the sections below.

(Deed reference: Clause 97)

Work health and safety measures

This section applies to Voluntary Work, Work Experience (Other) Placements, LiW Placements, and LJP Activities.

Providers must take all reasonable steps to minimise the likelihood of injury to Participants and any other people at the Activity location. Participants need to have access to all things necessary to undertake the Activity safely, including but not limited to, appropriate:

- training and Supervision
- personal protection equipment and clothing
- on-site facilities (for example, access to drinking water and toilets), and
- processes for reporting any work health and safety issues and any other concerns.

Providers must consult and cooperate with Activity Host Organisations, LiW Organisations, LJP Activity Hosts and the Department, as relevant, to manage any work health and safety issues in relation to an Activity.

(Deed reference: Clause 97)

Risk assessments

This section applies to Voluntary Work, Work Experience (Other) Placements, LiW Placements and LJP Activities.

Providers must ensure a Competent Person conducts a risk assessment before referring Participants to these Activities. Risk assessments must identify all of the following:

- if the Activity is suitable for the Participant and identify any risks that may arise due to their personal circumstances (for example, working capabilities, health or other personal issues and level of experience)
- the nature of the tasks to be undertaken
- potential risks and hazards associated with the tasks to be undertaken
- the level of Supervision required
- the nature and cause of risks
- the consequences of a potential incident.

Providers must also consider the working environment, including whether the Activity:

- is in a non-public area (such as a private residence worksite)
- is with a sole trader (such as a butcher or hairdresser who operates from a small shop or private residence)
- involves working alone or with another person
- involves alternative hours of work (for example, early starts, night work), and/or
- involves working in a labour hire environment in one or more different workplaces.

For example, Providers need to consider the risks associated with placing a Participant with medical needs in an Activity in a remote location.

Providers must work with Activity Host Organisations to implement risk mitigation strategies and review the effectiveness of these regularly. Providers must take appropriate action to manage risks where required.

Providers must not proceed with or should terminate an Activity if a risk assessment identifies significant work health and safety concerns that cannot be managed, creating an unsafe working environment.

Refer to the [Local Jobs Program Support Document](#) on the Provider Portal for specific risk assessment requirements for LJP Activities.

(Deed reference: Clause 97)



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.

Background checks

This section applies to Voluntary Work, Work Experience (Other) Placements, LiW Placements, Self-Employment Assistance, LJP Activities and any other relevant Activity.

For the purpose of this Guideline, 'checks' refers to criminal record checks, Working with Children checks and/or Working with Vulnerable People checks.

Providers must determine if an Activity requires Participants and/or Supervisors to complete background checks. Background checks for Activities are required where:

- legislation requires checks to be conducted
- the Activity is subject to industry standards or legal requirements that it can only be carried out by people who have not been convicted of particular crimes
- the Activity is specified by the Department as requiring checks, or
- the Activity involves contact with people who are elderly, disabled or otherwise vulnerable, and children.

Providers should obtain legal advice about what checks are required for Activities that Participants may attend with their children.

Unless the Department has agreed in writing, Providers must complete all relevant checks before referring Participants to an Activity. With the exception of LiW and LJP Activities, Providers must also arrange any necessary checks before allowing a Supervisor's involvement in the Activity. LiW Organisations are responsible for arranging checks for Supervisors of LiW Placements. LJP Activity Hosts are responsible for arranging checks for Supervisors of LJP Activities.

Providers should contact the relevant organisation in their state or territory to complete background checks. If required, Providers should identify alternative Activities for Participants while waiting for the outcomes of the checks.

Providers should take appropriate action once the checks are completed. If a check shows that a Participant or Supervisor should not be involved in a particular Activity, the Participant or Supervisor, as relevant, must not be involved in the Activity.

The results of checks are personal and confidential. Providers must not disclose the information to other parties unless the Participant or Supervisor gives permission. Providers must handle the results of background checks in accordance with Clause 8 of the Deed. The [Privacy Guideline](#) has more information about disclosure of information and privacy considerations.

When relying on a previous background check, Providers must ensure the previous check is still valid. Providers must conduct or initiate new checks where a previous check is no longer valid.

Providers may claim Reimbursement through the Participant Fund for the cost of checks required for Participants. Providers cannot claim Reimbursement for Supervisors' checks.

(Deed reference: Annexure A1—Definitions; Clause 7; Clause 97; Clause 98)

Insurance

Providers must have appropriate insurance in place for Participants who attend Activities and Appointments on the Provider's premises. Providers must also consider insurance coverage for Participants' children who attend Activities on the Provider's premises.

The Department purchases personal accident, public and product liability insurance to cover Participants and their children undertaking ParentsNext Activities (including Voluntary Work).

The Department's insurance policies contain certain exclusions. Refer to the [Insurance page on the Provider Portal](#) for information on the Department's insurances, policy exclusions, requirements for Activities, and its appointed insurance broker.

The appointed insurance broker can assist with questions about the Department's insurance coverage. Providers can send any queries for the Department's broker to InsuranceandIncidents@dewr.gov.au.

Providers can deliver Activities not covered by the Department's insurance if they source additional coverage for the Activity. Providers should confirm if an Activity Host Organisation, LiW Organisation, or LJP Activity Host has appropriate insurance coverage. Providers can decide to purchase additional insurance where they determine coverage is insufficient.

Providers may modify an Activity to ensure it is covered under the Department's insurance. This could include changing the location of the Activity, or the tasks Participants will be required to undertake for the Activity.

(Deed reference: Clause 36)

Reporting incidents

The Provider must Notify the Department as soon as possible of any incident involving an Activity where a Participant is in attendance (including travel to, from or during an activity), including:

- any Critical WHS Incidents (including in relation to a Participant or member of the public), which must be reported within one hour via telephone, followed by formal written notification to the Provider Lead with the full details of the accident, injury or death

A 'Critical WHS Incident' has the same definition as a notifiable incident under the *Work Health and Safety Act 2011 (Cth)* and means an incident that results in the death of a person, a serious injury or illness of a person, or a dangerous incident. Examples of a Critical WHS Incidents include: injuries requiring immediate treatment as an in-patient in a hospital, a serious head or eye injury, a serious burn, spinal injury, or amputation of any part of the body. A dangerous incident is an incident that exposes a person to a serious risk to health or safety due to an immediate or imminent exposure to: electric shock, spillage/leakage of a substance, uncontrolled implosion, explosion or fire. Please refer to the relevant clauses in the *Work Health and Safety Act 2011 (Cth)*.

- any Non-critical WHS Incidents, which must be reported as soon as possible on the same day by completing the WHS Incident Report form on the Department's IT systems

A 'Non-critical WHS Incident' is any incident that relates to a work, health and safety issue or near miss, but is not a Critical WHS Incident. Non-Critical WHS Incidents include incidents such as those involving non-serious injury requiring first aid and/or assistance from a medical practitioner, minor property damage, or near misses that could have resulted in serious or non-serious injury and any other WHS incidents that are non-Critical that may

impact upon a Participant or the Department or bring the Provider or the Services into disrepute.

The Provider is required to Notify the Department of all Activity-related accidents or near misses that happen to Participants or other people in accordance with these Guidelines. Refer to the [WHS Incidents and Insurance Readers Guide - Providers](#) (available on the Incidents and Insurance page on the Provider Portal).

When an incident occurs:

- appropriate medical attention, including contacting emergency services depending on the nature of the incident, should immediately be provided by the Supervisor
- the Supervisor must try and protect any other Participants and other people at the Activity from unnecessary trauma, where possible
- the relevant WHS Regulator must be notified of the incident if it results in the death or serious injury, in accordance with laws of the relevant state or territory
- the relevant WHS Regulator must be notified of any dangerous incident that exposes someone to a serious risk, even if no one is injured, in accordance with laws of the relevant state or territory
- any directions by a WHS Regulator must be followed
- a [WHS Employment Assistance Program Incident Report](#) available on the Incidents and Insurance page (on the Provider Portal), must be completed by the Host Organisation when the incident involves a Participant's accident, injury, death or near miss
- The Provider must submit the WHS Incident Report form on the Department's IT Systems on the same day as the Provider becomes aware of any incident
- the Provider must complete a [Public and Products Liability Incident Report](#), available on the Incidents and Insurance page (under 'Provider Operations' tab of the Provider Portal), when a third party alleges a Participant has been negligent and caused accident, injury or death, or property damage. The [Public and Products Liability Claim Form](#) must be completed by the Provider when a third party is making an insurance claim as a result of a reported incident.

LJP Activity Partnering Providers are responsible for ensuring that the Participant's relevant Provider is notified where they have been involved in an incident on an LJP Activity.

(Deed reference: Clause 97)

Completing incident reports

Providers will receive confirmation when the report is submitted and a copy of the information will be sent to the Provider's Provider Lead.

Providers must report instances of misconduct or threatening behaviour on the 'Job Seeker Incident Report' screen in ESS Web, regardless of whether the incident is associated with a police report.

Any other incidents that are non-serious that may impact upon a Participant or the Department or bring the Provider or the Services into disrepute must be reported to the Department within 24 hours. A WHS incident may also be considered a challenging behaviour incident. In these cases, the Provider may need to submit a WHS incident form and also Job Seeker Incident Report in accordance with Deed requirements.

Refer to the [WHS Incidents and Insurance Readers Guide - Provider](#) and the [Servicing Participants with Challenging Behaviours Guideline](#) for more information on the incident reporting process.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed reference: Clause 97)

All Incidents – both Personal Accident and Public and Products Liability

Providers must Notify the Department of any incident that may result in a liability claim (irrespective of whether a claim is being made at the time).

The Provider must also comply with any instructions issued by the Department or the Department's insurance broker. Detailed information in relation to the process for reporting incidents that may result in liability is available in the [WHS Incidents and Insurance Readers Guide - Providers](#).

The Department's personal accident liability insurance provides coverage when a Participant is injured while participating in an approved Activity, including direct travel to, from or during such Activities.

The Department's public and products liability insurance provides coverage results when a third party alleges a Participant has been negligent and caused an accident, injury or death, or property damage, while participating in an Activity.

The Provider must, when requested by the Department's insurance broker, provide full details to the insurance broker of any incident that may or does result in a liability claim. The insurer is responsible for determining liability. The Providers must not admit fault or accept responsibility for any alleged negligence that may or does result in a third party claim.

Forms for the Provider to complete to notify the Department of any personal accident or public and products liability incidents are available on the Incidents and Insurance page on the Provider Portal. The Provider must maintain a copy of all incident notifications and records for supporting evidence in any insurance claims.

11. Concurrent referrals

Compulsory Participants

Compulsory Participants who are eligible can be referred to the following employment services while Commenced in ParentsNext:

- Transition to Work (TtW)
- Self-Employment Assistance.

If a Participant is also participating in an employment service, the other provider may also receive the fees, credits and outcomes, applicable under that service's deed.

Information about each employment service including eligibility requirements can be found on the Department's website at the following links – [Transition to Work](#) and [Self-Employment Assistance](#).

Volunteers

Volunteers cannot be concurrently commenced in an employment service. If a Volunteer commences in an employment service, the Department's IT Systems will Exit the Participant from ParentsNext.

(Deed reference: Clause 84.5)

Making concurrent referrals

Before referring a Compulsory Participant to an employment service, Providers must ensure they:

- meet any eligibility requirements
- understand the services delivered by the other employment service
- want to be referred to, and are willing and able to participate in, the other employment service
- are suited to the services that will be provided
- understand that Appointments with their Provider will continue as usual throughout the period of concurrent servicing
- agree to update their Participation Plan, to ensure it includes participation in the other employment service
- understand their Mutual Obligation Requirements, and
- understand what funding (if any) is available in the other service.

Referring to Transition to Work or Self-Employment Assistance

Providers can search TtW and Self-Employment Assistance providers in the local area using the Provider Search function at the [Workforce Australia website](#).

Providers should discuss which provider a Participant would like to be referred to before discussing the referral with the relevant provider.

Servicing Participants concurrently in an employment service

Appointments

Providers must continue meeting with Participants on a quarterly basis while they are concurrently participating in an employment service.

(Deed reference: Clause 73.1)

Participation Plan and Activity management

Providers remain responsible for maintaining a Participant's Participation Plan while they are concurrently in an employment service. Providers should record the concurrent service as an Activity in their Participation Plan. While a Participant's employment service provider can view their Participation Plan, they cannot modify it.

Providers should create an Activity for the concurrent service and record an Activity placement for the Participant.

Managing compliance

Participants have Mutual Obligation Requirements (Requirements) and are subject to the Targeted Compliance Framework while concurrently participating in an

employment service, and the responsibility for managing these remain with the ParentsNext Provider.

Providers should maintain contact with a Participant's employment service provider for the duration of their concurrent referral to ensure they are meeting their Requirements.

Refer to [Participation Plans](#), [Activities](#) and [Targeted Compliance Framework and Mutual Obligation Failures](#) sections of this guideline.

(Deed references: Section B1.1; Section B1.3; Section B3.1; Section B3.3)

Exiting a concurrent service

Providers must update a Participant's Participation Plan when they exit the concurrent employment service.

Providers should also update the Activity placement in the Department's IT systems where a Participant wishes to cease participating in the concurrent service prior to the Activity placement end date.



System step: Refer to [System Steps](#) for information.

(Deed reference: Section B1.3)

12. Participation Fund

The Participation Fund is a flexible pool of funds Providers can use to help Participants prepare for Employment. Providers must consider how the fund can be used to assist a Participant with their Education and Employment goals and discuss this with the Participant.

All Participants attract a one-off credit of \$600 to their Provider's Participation Fund balance at the Site level when they first Commence in ParentsNext.

(Deed references: Section B1.4; Annexure B1)

Participation Fund principles

Providers must ensure all purchases meet the Participation Fund principles. This includes ensuring goods or services to be purchased meet each of the following:

- provide the Participant with the tools, skills and experience to help them achieve their Education and Employment goals
- provide value for money
- comply with any work, health and safety laws that may apply
- withstand public scrutiny
- will not bring ParentsNext or the Government into disrepute.

(Deed references: Annexure A1—Definitions; Clause 77)

Eligible purchases

An eligible purchase is any good or service that:

- meets the Participation Fund principles
- is not prohibited, and
- satisfies any specific Participation Fund category requirements.

Prohibited purchases

Providers must not claim Reimbursement through the Participation Fund for prohibited goods and services. Prohibited purchases are:

- goods or services for which a Provider is already entitled to payment from the Department, other Australian Government sources or state, territory or local government bodies
- goods or services directly funded through the Indigenous Advancement Strategy
- goods or services that are funded through other Government programs or grants
- assets that remain the property of the Provider
- assets for a Participant or Employer that are not primarily used to assist the Participant in accordance with the [Participation Fund principles](#)
- purchases made before the commencement of ParentsNext services on 1 July 2018
- with the exception of interpreter services and bulk purchases, goods or services purchased or committed prior to a Participant's Commencement
- Youth Bonus Wage Subsidies
- gifts, cash and other incentives for Participants and Employers, including payout of loans, credit cards or other debts
- penalties, fines and court fees
- reverse marketing
- any costs and overheads, such as travel time, travel costs and administration costs associated with:
 - providing ParentsNext services
 - covering the cost of Service delivery on an outreach basis
 - administering the Participation Fund
- legal fees or security costs incurred by a Provider
- an Employer's workers compensation or insurance policy payments
 - Self-Employment Assistance insurances are not prohibited
- any costs associated with use of the prescribed Work Readiness Assessment tool, including staff training in the use of the tool
- any interest incurred on a Provider's or Participant's credit cards, including account and credit card fees.

(Deed references: Annexure A1—Definitions; Clause 77)

Making purchases and creating commitments

Providers must pay for eligible purchases before claiming Reimbursement through the Participation Fund.

Providers must commit each eligible purchase in the Department's IT Systems against the relevant category before claiming Reimbursement. Providers can create a commitment in the Department's IT Systems either before making the purchase or in anticipation of the purchase. Providers should not make commitments in anticipation of future Participation Fund credits.



System step: Refer to [System Steps](#) for information.

(Deed reference: Clause 77)

Claiming Reimbursement

All claims for Reimbursement from the Participation Fund must be made within 140 days from the date the Provider paid the supplier. For information on Wage Subsidy claim timeframes, see [Time requirements for claiming a Reimbursement](#).

If a supplier has charged a layby fee or credit card surcharge for a purchase, then the Provider may claim Reimbursement for the full amount (that is, the cost of the item or service and the fee or surcharge).

(Deed references: Clause 77)

Determining the correct GST treatment

All Reimbursements from the Participation Fund constitute ‘consideration for a taxable supply made by a Provider to the Department’ in line with the Australian Taxation Office (ATO) Private Ruling 1011478547799.

The relevant ‘taxable supply’ is the supply of contracted services to Participants as described under the Deed. This means Providers need to remit 1/11th of all Reimbursements from the Participation Fund as GST to the ATO.

The explanations below are provided as examples only and do not constitute tax advice. Providers must obtain independent tax advice relevant to their particular situation.

(Deed references: Clause 20)

Reimbursing goods or services purchased from a third party supplier

Providers claiming Reimbursement from the Participation Fund for a purchase on behalf of a Participant that includes GST can usually claim an input tax credit for the GST component of the purchase cost.

The Department Reimburses the Provider the amount paid, less the input tax credit amount. However, the Department adds GST because the Reimbursement is ‘consideration for a taxable supply made by the Provider to the Department’ (Australian Taxation Office (ATO) Private Ruling 1011478547799) and therefore a Provider has to remit GST to the ATO with respect to the Reimbursement. This means the original GST is taken off (via the input tax credit), but then GST is added on (that is, the GST on the service supplied to the Department). The final Reimbursement is equal to a Provider’s original cost for the item.

If the Participation Fund is used to pay for the purchase of an item that is GST-free, the Provider cannot claim an input tax credit, as there is no GST component of cost of the purchase.

In this case, the Department Reimburses the Provider the amount paid and adds GST, as the Reimbursement is a separate taxable supply. The Provider then has to remit GST to the ATO with respect to the Reimbursement. This means nothing is taken off, but 10 per cent GST is added. The final Reimbursement is equal to a Provider’s original cost plus 10 per cent.

Reimbursing goods or services purchased directly by a Participant

Providers cannot claim an input tax credit when seeking Reimbursement to cover reimbursement for a Participant who has paid for the cost of goods or services as the Provider has not made a purchase.

The Department Reimburses the Provider the amount paid and adds GST because the Reimbursement is a separate taxable supply. The Provider then has to remit GST to the ATO with respect to the Reimbursement. This means nothing is taken off, but 10 per cent GST is added. The final Reimbursement is equal to the Provider's original cost plus 10 per cent.

Bulk purchases

Providers can purchase a quantity of eligible goods or services in advance. These purchases are known as bulk purchases and are used when a Provider is yet to determine which Participants the good or service will assist.

(Deed reference: Clause 77.3)

Bulk purchase categories

Bulk purchases are permitted for all of these categories:

- Accredited/certified interpreter services
- Child care costs
- Participant support
- Work experience
- Work related expenses.

Making bulk purchases

Bulk purchases can be claimed for Reimbursement immediately if a Provider has the required Documentary Evidence. Once Reimbursed, Providers must fully acquit the bulk purchase by attributing the relevant proportion of the cost to individual Participants. While a Participant can only have one acquittal against a bulk purchase, the amount can be amended as required.

A bulk purchase commitment must be fully acquitted before a new bulk purchase for the same category can be created.

Managing Participation Fund credits

The notional balance of credits reduces each time a Provider makes a commitment in the Department's IT Systems to purchase goods or services.

Providers must not make commitments in anticipation of future credits. The total amount committed for goods or services must not exceed the total amount credited to a Provider.

(Deed reference: Clause 77)

Transferring credits between Sites and other Providers

Providers can transfer credits between any of its Sites within or across Employment Regions.

Providers can also transfer Participation Fund credits to another Provider when a Participant transfers to another Provider. The transfer of any credits is to be negotiated between the current and gaining Providers.

The Department may at any time place limits on or restrict a Provider's ability to transfer amounts credited to the Participation Fund between its Sites.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



Documentary Evidence: Refer to [Appendix 1](#) for more information about Participation Fund categories and additional Documentary Evidence requirements.



System step: Refer to [System Steps](#) for information.

(Deed references: Clause 68.1)

13. Wage Subsidies

Wage Subsidies are a financial incentive Providers can offer to eligible Employers to encourage them to hire eligible Participants in ongoing jobs by contributing to the initial costs of hiring a new employee. Wage Subsidies can help to build a business and give Employers flexibility in their hiring options.

There are 2 Wage Subsidy types available:

- the Youth Bonus Wage Subsidy, funded from a demand-driven pool, and
- the Workforce Australia Services Wage Subsidy (WASWS), funded through the [Participation Fund](#).

Unless otherwise specified, all processes in this chapter apply to both Wage Subsidy types.

Providers are expected to work directly with Employers to understand their recruitment needs, the needs of the job placement, and to recommend Participants who are a good fit for the role. As part of these interactions, Providers should develop productive relationships with Employers and offer Wage Subsidies as part of an ongoing program of support to assist disadvantaged Participants to secure employment that matches their skills and experience and meets the needs of Employers.

Providers are best placed to assess the needs of Participants and Employers in their local labour market and based on this, Providers can decide whether to offer a Wage Subsidy to an Employer. This means a Provider may choose not to offer a Wage Subsidy to an Employer even if all eligibility requirements are met.

In determining whether to offer a Wage Subsidy, Providers must ensure that the following principles are met:

- providing value for money
- compliance with any work, health and safety requirements under the relevant state or territory legislation
- withstanding public scrutiny
- will not bring the Services, the Provider or the Department into disrepute.

Providers must ensure Employers are aware they are not entitled to receive a Wage Subsidy until such time as the Provider has decided to offer a Wage Subsidy to the Employer and the Employer has entered into a Wage Subsidy Agreement with the Provider via a Wage Subsidy Agreement approved within 28 days of the Participant commencing Employment (see [Head Agreements and Schedules](#)).

Wage Subsidy Eligibility Requirements

Participant Eligibility

Participant eligibility criteria for the available Wage Subsidies is detailed in [Appendix 2](#).

The Department's IT Systems will determine a Participant's eligibility for a Wage Subsidy, based on their time spent participating in relevant employment services. Eligibility is determined based on the Job Placement start date.

Refer to the [Wage Subsidies Operations Guide](#) for further information.

Employer Eligibility

A Wage Subsidy Employer must be a legal entity with a valid Australian Business Number (ABN) which complies with all eligibility requirements under the Wage Subsidy Head Agreement terms and conditions.

A Wage Subsidy Employer must not be:

- the Provider's Own Organisation
- Related Entity of the Provider
- a government entity
- a prior employer of the Participant (within the last 2 years)
- [a family member](#) of the Participant
- suspended or excluded from receiving Wage Subsidies
- a labour hire company or group training organisation, except where the requirements below are met, or
- as otherwise advised by the Department.

Labour Hire Companies and Group Training Organisations

A Wage Subsidy Employer can be a labour hire company or a group training organisation, provided the company is paying the Participant's wages and the placement/s with the host business/es meet all eligibility criteria of the Wage Subsidy Placement and Employer.

If a labour hire company or a group training organisation is receiving a Wage Subsidy for an employee, they must disclose:

- to the host business/es that they are receiving a Wage Subsidy for an employee. The Wage Subsidy Employer must retain Documentary Evidence of the disclosure and supply it to the Provider if requested.
- to the Provider, prior to being eligible for any Wage Subsidy payments, the ABN of the host business/es the Wage Subsidy Participant was placed with for the duration of the Wage Subsidy Agreement.

Host businesses who subsequently employ a Wage Subsidy Participant on an ongoing basis are not eligible to receive a Wage Subsidy for that Participant, where they hosted the same Participant within the previous 2 years. See [Not eligible – Prior employment](#) for details.

Not eligible – Government entities

A Wage Subsidy Employer or host business must not be an Australian Government or state or territory government entity.

Similarly, the Employment position cannot be funded by an Australian, state or territory government entity.

For example, a Wage Subsidy Agreement cannot be entered into for a labour hire company which places a Participant in an Australian Government-operated call centre, or a state government-operated manufacturer of ships.

A Wage Subsidy Employer can be a local government entity, provided the Employment position is not funded by an Australian, state or territory government entity.

Providers can use the Australian Government's website ABN Lookup (abr.business.gov.au) to determine if an Employer is a government entity, and/or request proof from the Employer.

Not eligible – Prior employment

An Employer will not be eligible to receive a Wage Subsidy where, prior to the Job Placement Start Date, the Participant has been employed by the Employer (including placements with host businesses via a labour hire company), or any other entities associated with the Employer, within the previous 2 years.

Paid Induction Periods (paid work trials) and periods of unpaid work trials (e.g., work experience or PaTH Internships), whether recorded in the Department's IT Systems or agreed between an Employer and Participant, are not considered prior Employment.

Wage Subsidy Placements cannot include periods of unpaid work trials. Providers can use Wage Subsidies for Employment that starts after an unpaid work trial ends, if all other eligibility requirements for the Participant, Employer and Placement are satisfied.

Where a Wage Subsidy Participant commenced Employment up to 14 days earlier than the Job Placement Start Date recorded in the Department's IT Systems, Providers can allow the wage subsidy to proceed, where payroll evidence is provided, and the Participant was eligible on the actual start date of Employment.

Refer to [Documentary Evidence for Wage Subsidies](#) for more information.

Not eligible – Family members

A Participant who is a family member of the Wage Subsidy Employer is not eligible to attract a Wage Subsidy for a Wage Subsidy Placement. This ensures there is no real or perceived conflict of interest or unfair advantage compared with another member of the public.

A family member is defined as:

- a) any spouse, de facto partner, child, parent, grandparent, grandchild or sibling, including where any of these are adopted relations, of the particular individual;
- b) any child, parent, grandparent, grandchild or sibling, including where any of these are adopted relations, of the spouse or de facto partner of the particular individual; or
- c) any in-law of any individual referred to in paragraph (a) or (b) above, including any in-law of the particular individual.

Placement Eligibility

A Wage Subsidy Placement is an Employment position with an eligible Employer that meets all eligibility requirements. The Employment position can be:

- full-time, part-time or casual
- an apprenticeship or traineeship, and/or
- found by the Provider or by the Participant.

A Wage Subsidy Placement must:

- be a sustainable and ongoing position of not less than 6 months, and the Wage Subsidy Employer knows of no reason why the Employment will not continue indefinitely. This means the Employment is not intended to end when the Wage Subsidy ceases.
- offer the required minimum average hours per week over the duration of the Wage Subsidy Agreement.
- comply with all Employment standards for the Employment position under any Commonwealth, state and/or territory laws, including:
 - complying with the [National Employment Standards – Fair Work Act 2009 \(Cth\)](#)
 - paying the relevant Wage Subsidy Participant at least the equivalent of the minimum rate prescribed in any Modern Award that covers or applies to the Employment position or, if no Modern Award covers or applies to the Employment position, at least the equivalent of the [National Minimum Wage](#)
- comply with all relevant laws and requirements of any Commonwealth, state, territory or local authority, including work, health and safety legislation
- provide a safe system of work for the Wage Subsidy Participant at all times during the Wage Subsidy Placement
- not displace an existing employee
- not be a commission-based, self-employment or subcontracted position (excluding Placements with labour hire companies or group training organisations)
- not otherwise be a Non-Payable Outcome.

Partial Capacity to Work (PCW)

PCW Participants are eligible for a Workforce Australia Services Wage Subsidy where they work the minimum average hours per week over the duration of the Wage Subsidy Placement agreed between the Provider and Wage Subsidy Employer and meet all other eligibility requirements for the relevant Wage Subsidy. Youth Bonus Wage Subsidy Participants must work a minimum average of 20 hours per week.

The Provider must consider the Participant's Employment Services Assessment (ESAt) when determining the suitability of the Wage Subsidy Placement for the Participant. A PCW Participant must not be compelled to undertake more than their assessed work capacity, but they may volunteer to do so.

Approved leave

Approved leave is leave the Wage Subsidy Employer agrees to, and/or must provide, in accordance with any relevant Modern Award that applies to or covers the Employment position, and the minimum Employment entitlements set out in the [National Employment Standards – Fair Work Act 2009 \(Cth\)](#).

All periods of approved leave (subject to the below requirements) recorded in payroll evidence count towards the requirement for a Wage Subsidy Participant to work a minimum average number of hours per week.

Where a Wage Subsidy Participant requests and has leave approved in accordance with entitlements under a relevant Modern Award or the [National Employment Standards – Fair Work Act 2009 \(Cth\)](#), and the leave is recorded in Documentary Evidence, it counts towards the minimum average hours per week requirement. However, approved leave cannot be used by a Wage Subsidy Employer to supplement a Wage Subsidy Participant's work hours for the purpose of meeting the minimum average number of hours per week.

Industry recognised shutdowns, such as school or public holidays, may be considered approved leave for the period a Wage Subsidy Participant is paid wages during a period of shut down. The period of approved leave must only cover the hours a Wage Subsidy Participant would have worked outside of the shutdown period and cannot be topped up with additional hours to meet the minimum average weekly hours.

Examples:

A Wage Subsidy Employer cannot request a Wage Subsidy Participant take approved leave or record a Wage Subsidy Participant as having taken leave to meet the minimum average hours per week requirement.

A Wage Subsidy Participant declining shifts or not turning up to rostered work hours is not approved leave.

Where the Wage Subsidy Participant is still on the caseload of a Provider, the Provider must provide post-placement support to understand and help the Participant address any issues they may be facing where they take unapproved leave.

Offering and Negotiating Wage Subsidy Agreements

Providers are responsible for negotiating and managing all elements of a Wage Subsidy Agreement including making payments to Wage Subsidy Employers.

In negotiating a Wage Subsidy Agreement, Providers must first confirm which Wage Subsidy a Participant is eligible to attract. See [Appendix 2](#) for further details.

Head Agreements and Schedules

The Wage Subsidy Agreement consists of the general terms and conditions of the Head Agreement and the specific terms relating to the Wage Subsidy Placement, Wage Subsidy Participant, and the Wage Subsidy Period/s set out in the relevant Schedule. Both the Head Agreement and the Schedule must be in the form specified by the Department.

The Wage Subsidy Period means the payment period for a Wage Subsidy, which are instalment payments of the agreed maximum amount.

Refer to the [Wage Subsidies Operations Guide](#) for further information.

Negotiating Terms of the Wage Subsidy

Providers must explain the terms and conditions of the Wage Subsidy Agreement to the Employer to ensure they fully understand their rights and obligations in accepting the Wage Subsidy, including any Documentary Evidence required by the Provider to confirm the Employer's compliance with the terms and conditions over the course of the Wage Subsidy Agreement.

The term of a Wage Subsidy Agreement begins (Wage Subsidy Placement start date) on the Job Placement Start Date. The Wage Subsidy Agreement ends on the date agreed by both the Provider and Employer (i.e., between six and 26 weeks following the Wage Subsidy Placement start date, subject to the Wage Subsidy type; see [Appendix 2](#) for details), or on the date Employment ceases where a Wage Subsidy Placement terminates earlier than the agreed date.

The Provider must negotiate with the Wage Subsidy Employer a Wage Subsidy Period that works best for the Wage Subsidy Employer's business, subject to the agreed duration of the Wage Subsidy Agreement. A Wage Subsidy Period can be weekly, fortnightly, monthly, quarterly, on completion, or any other timeframe as agreed by the Provider and Wage Subsidy Employer. Wage Subsidy Periods must be recorded on the Schedule. See Payments to Wage Subsidy Employers section for more information.

Providers must not charge Wage Subsidy Employers to manage Wage Subsidy Agreements.

Refer to the [Wage Subsidies Operations Guide](#) for further information.

Times requirements for approving a Wage Subsidy

Providers have the discretion to offer Wage Subsidies after the Participant has commenced Employment if all eligibility requirements are satisfied. However, Providers must ensure that the Wage Subsidy Agreement has been entered into and approved by the Employer within 4 weeks (28 days) of the Wage Subsidy Placement commencing, in accordance with the [Wage Subsidies Operations Guide](#).

Wage Subsidy Agreements will not be approved outside of this timeframe, and Providers will not be Reimbursed for any Wage Subsidy Agreements they enter into with an Employer outside of this timeframe.

Providers are required to have appropriate administrative processes in place to meet the 28-day timeframe and must work with Wage Subsidy Employers to ensure that this timeframe is met. If the Department determines there is evidence (e.g., correspondence and/or a draft Wage Subsidy Agreement) that the Provider delayed the Employer's approval, the Department may take compliance action against the Provider. This may include directing the Provider to make Wage Subsidy payments to the Wage Subsidy Employer without reimbursement and/or blocking Outcome payments associated with the Employment position.

Payments to Wage Subsidy Employers

The Provider must have entered into a Wage Subsidy Agreement with the Wage Subsidy Employer and all terms and conditions of the Wage Subsidy Agreement must be satisfied before the Provider can make a payment to the Wage Subsidy Employer.

Wage Subsidy payments must not exceed 100 per cent of the Participant's wages at any point over the Wage Subsidy Placement period.

Wage Subsidy Employers must invoice the Provider to receive a Wage Subsidy payment and submit the required Documentary Evidence to support payment (see [Documentary Evidence for Wage Subsidies](#) for more information).

Change of business ownership

If a Wage Subsidy Employer changes ownership, the new owner is eligible to claim the remaining Wage Subsidy payment/s, provided all other eligibility requirements are met. The Wage Subsidy Agreement must be novated between the parties before the new owner can claim the remaining Wage Subsidy payment/s.

Calculating payments for early terminations

If a Wage Subsidy Placement terminates early, Providers must calculate any outstanding payments based on the number of weeks the Wage Subsidy Participant worked for the required minimum average hours per week from the Wage Subsidy Placement start date.

If the Wage Subsidy Participant does not work the required minimum average hours per week throughout the Wage Subsidy Placement, the Wage Subsidy Employer will not be eligible to receive the full Wage Subsidy amount.

To work out the Wage Subsidy amount the Wage Subsidy Employer is entitled to, divide the total Wage Subsidy amount by the Wage Subsidy Agreement Term to calculate the weekly rate the Wage Subsidy Employer may be entitled to receive. Then multiply this amount by the number of weeks the Wage Subsidy Participant worked the minimum average number of hours per week.

Examples of how to calculate payments for early termination can be found in the [Wage Subsidies Operations Guide](#).

Concurrent funding

Wage Subsidy Employers are required under the Head Agreement to notify Providers of any Australian Government funding they receive for the Wage Subsidy Participant or placement.

Wage Subsidy Employers cannot access Wage Subsidies if they receive funding from other Australian Government, state or territory wage subsidies or similar employment program funding for the same Participant in the same Wage Subsidy Placement.

The Provider should continue to check whether the Wage Subsidy Employer is following the above requirements throughout the Wage Subsidy Agreement term.

Australian Apprenticeships Incentives Programme

An Employer cannot receive both a Wage Subsidy and the Employer wage subsidy available under the Australian Apprenticeships Incentives Programme (AAIP) for the same Participant in the same Employment position.

An Employer can receive both a Wage Subsidy and the Employer incentives available under the AAIP. As the Employer incentives available under the AAIP aim to encourage and support training, these incentives are not characterised as a Wage Subsidy or similar employment funding.

Wage Subsidy Employers not registered for GST

The total maximum amounts of a Wage Subsidy specified in this Guideline are GST inclusive. Where a non-GST registered Wage Subsidy Employer submits a tax invoice for the correct amount of a Wage Subsidy to a Provider, the Provider must pay the Wage Subsidy Employer the amount (GST exclusive).

When the Provider submits a claim for Reimbursement, the Department will pay the full (GST inclusive) amount. The Provider is responsible for remitting the GST inclusive amount to the Australian Tax Office.

Claims for Reimbursement

The Provider can only claim a Reimbursement for a Wage Subsidy payment if:

- all terms and conditions of the relevant Deed, this Guideline, and Wage Subsidy Agreement have been met
- they have first made the relevant payment out of their own funds to the Wage Subsidy Employer
- the relevant Wage Subsidy Participant worked the required minimum average hours per week over the Wage Subsidy Period
- the Reimbursement claim is for the same dollar value they paid the Wage Subsidy Employer
- they have retained sufficient Documentary Evidence to demonstrate the above.

Time requirements for claiming a Reimbursement

The Department permits claims for Reimbursement to be rendered:

- after each Wage Subsidy payment is made in accordance with the Wage Subsidy Period/s recorded in the Schedule of the Wage Subsidy Agreement, or
- collectively at the end of the Wage Subsidy Placement.

Providers must submit all claims for Reimbursement no later than 56 days after the end of the Wage Subsidy Placement.

Providers should ensure that, where a Wage Subsidy Placement has terminated early, the correct Job Placement end date is recorded in the Department's IT Systems, and that claims for Reimbursement are submitted no later than 56 days from the end of the Wage Subsidy Placement.

Providers are required to have appropriate administrative processes in place to meet the 56-day timeframe and must work with the Wage Subsidy Employers to ensure that this timeframe is met. Providers who fail to meet the 56-day timeframe may not be Reimbursed.

Under the Head Agreement, Providers are required to make the final Wage Subsidy payment to the Wage Subsidy Employer where the Employer:

- requests the final Wage Subsidy payment, and
- supplies the required Documentary Evidence for that payment to the Provider within 28 days from the end of the Wage Subsidy Placement.

Providers may choose to make the final Wage Subsidy payment to the Wage Subsidy Employer where they submit the required documentary evidence after the 28-day timeframe, if all other eligibility requirements are met. However, the Provider must claim the Reimbursement from the Department no later than 56 days from the end of the Wage Subsidy Placement.

Override requests for claims for Reimbursement

If a Provider does not claim Reimbursement within 56 days of the Wage Subsidy Placement end date, an override request may be submitted.

The Department will review override requests on a case-by-case basis and determine, at its absolute discretion, if exceptional circumstances beyond the Provider's control exist. Refer to the [Wage Subsidies Operations Guide](#) for further information.

Recovery of Reimbursement claims paid

The Department may recover any Reimbursements made to the Provider, where the Department determines, at its absolute discretion that the Wage Subsidy Employer has:

- misused the Wage Subsidy, including, but not limited to, breaching clause 12 of the Head Agreement
- not met the terms and conditions of the Wage Subsidy Agreement
- been suspended and/or excluded by the Department from participating in Wage Subsidies, or
- otherwise engaged in activity that may bring, or could be perceived to bring, the use of Wage Subsidies or the Commonwealth of Australia into disrepute.

The Department may also recover any Reimbursement made to the Provider where the Department determines, at its absolute discretion, that the Provider has not met the requirements of the Deed and/or this Guideline.

Managing Wage Subsidy Agreements for Wage Subsidy Participants

Supporting Participants on Wage Subsidies

Providers are expected to provide continued support to Wage Subsidy Participants and Wage Subsidy Employers to maximise the success of Wage Subsidy Placements, including after a Wage Subsidy Participant is Suspended or Exited from a Provider's caseload.

Providers should immediately advise the Department if a Wage Subsidy Participant reports any incidents of inappropriate or unsafe workplace behaviour and follow the appropriate departmental process.

Managing Wage Subsidy Agreements for Transferred Participants

When a Wage Subsidy Participant transfers to another Provider, the gaining and outgoing Providers must ensure both the Participant and Wage Subsidy Employer continue to be supported.

A Wage Subsidy Agreement should remain with the original Provider if the Participant transfers to another Provider, unless the Provider is exiting the market completely.

Where the original Provider is exiting the market completely, the Wage Subsidy Agreement will be transferred to the gaining Provider. The gaining Provider must manage the Wage Subsidy Agreement for the remainder of the term in accordance with advice from the Department, including making any remaining payments to the Wage Subsidy Employer.

Managing Wage Subsidy Agreements on behalf of another provider

Providers can collaborate with other Providers to manage Wage Subsidy Agreements for Wage Subsidy Participants who are not on their caseload (e.g., where a Participant exits a Provider's caseload prior to the creation of the Vacancy and Wage Subsidy Agreement). Both Providers must agree on the division of responsibilities for managing all aspects of the Wage Subsidy Agreement. Providers can liaise through their Contract Manager where assistance establishing the Wage Subsidy Agreement is required.

If a Provider collaborates with other Providers to cater for an Employer's needs, the Provider who owns the Vacancy should negotiate, approve, and manage the Wage Subsidy Agreement with the Wage Subsidy Employer, including making any Wage Subsidy payments.

For Wage Subsidy Agreements funded through the Participation Fund, Providers must negotiate and agree to transfer Participation Fund credits for the Wage Subsidy Agreement between the managing and servicing Providers before the Wage Subsidy Agreement is entered into. See the [Managing Participation Fund credits](#) section of this guideline for information relating to transferring credits between Providers.

Documentary Evidence for Wage Subsidies

Providers must obtain sufficient Documentary Evidence to process a Wage Subsidy payment to an Employer and to claim Reimbursement from the Department.

Wage Subsidy Agreements

For all Wage Subsidies:

- a Job Placement linking the Vacancy and Employer must be entered into the Department's IT Systems with a referral result of 'Placement Confirmed',
- a Wage Subsidy Agreement approved in accordance with the [Wage Subsidies Operations Guide](#), and
- payroll evidence of the Wage Subsidy Placement start date, where it differs from the Job Placement Start Date recorded in the Department's IT Systems.

For Workforce Australia Services Wage Subsidies, the Wage Subsidy Agreement Schedule must also include the agreed:

- duration of the Wage Subsidy Placement
- required minimum average weekly hours, and
- maximum amount of the Wage Subsidy being offered.

The above terms are not negotiable for Youth Bonus Wage Subsidy Agreements; this information will be pre-populated in the Wage Subsidy Agreement, based on the Wage Subsidy Placement start date.

Evidence from Wage Subsidy Employment – Participant Employment

Providers must ensure all Documentary Evidence is retained to demonstrate the Wage Subsidy Participant was Employed in accordance with the terms and conditions of the Deed, Guideline and Wage Subsidy Agreement.

Documentary Evidence must include:

- a completed Wage Subsidy payment template (refer to the [Wage Subsidies Operations Guide](#)), or
- payslips or a printout from the Wage Subsidy Employer's payroll software to demonstrate the hours worked and wages paid for the entire period, or
- a statutory declaration, email or other correspondence from the Wage Subsidy Employer to confirm the Wage Subsidy Participant's Employment, and
- where approved leave was taken, evidence that the Wage Subsidy Employer agreed to the leave at the time the Wage Subsidy Participant requested it, and either be:
 - recorded on the Wage Subsidy Participant's payslip; or
 - on a written declaration from the Employer; and
- if the Wage Subsidy Employer is a labour hire company or group training organisation, the ABN of the host business/es the Wage Subsidy Participant was placed with throughout the Wage Subsidy Agreement Term. This can be recorded on the Wage Subsidy payment template (refer to the [Wage Subsidies Operations Guide](#)), provided via email or included in the statutory declaration.

Providers may request the Employer provides additional Documentary Evidence to support the Wage Subsidy Agreement. If requesting evidence additional to that required by the Department, the Provider must ensure the Employer understands what evidence will be required, the purpose of the evidence, and the timeframe for providing the evidence, prior to approving the Wage Subsidy Agreement, including but not limited to:

- payroll summaries and or tax invoices
- where a Wage Subsidy Participant's Employment ends prior to the Wage Subsidy Placement end date, a written statement of reasons why the Employment ended
- if the Wage Subsidy Employer is a labour hire company or group training organisation, written evidence that the Employer has disclosed to any relevant host business that it is receiving a Wage Subsidy for the relevant Wage Subsidy Placement
- any other evidence that the Provider deems necessary, relating to the relevant Wage Subsidy Placement, Wage Subsidy Participant, and/or Wage Subsidy Agreement.

The Department can request any documentation in relation to a Wage Subsidy Placement from Providers, to support Program Assurance Activities. If Providers do not have this Documentary Evidence, they can request it from Wage Subsidy Employers, as per the Employer's obligations under the Wage Subsidy Agreement.

Evidence from the Provider – Claims for Reimbursement

Providers must retain Documentary Evidence to demonstrate that the payment was made to the Wage Subsidy Employer before claiming a Reimbursement, this may include:

- a record of transaction (bank statement or report from the Provider's financial system)
- a tax invoice and corresponding receipt from the Wage Subsidy Employer
- a tax invoice from the Wage Subsidy Employer and a remittance advice, or
- statutory declaration, email or other correspondence from the Provider.

All Documentary Evidence must include:

- the amount of the Wage Subsidy payment
- the Wage Subsidy Participant's name and JSID
- the Wage Subsidy Employer's details (including ABN)
- the date the Wage Subsidy payment was made.

Providers must also keep any evidence not submitted to the Department in accordance with the [Wage Subsidies Operations Guide](#) with the claims for Reimbursement.

14. Relocation Assistance

Relocation Assistance provides financial assistance to Participants who relocate to participate in employment.

Relocation Assistance is funded through a demand-driven pool for ParentsNext Providers.

(Deed references: Clauses 79)

Eligibility

Participant Eligibility

Participants will be eligible for Relocation Assistance immediately on commencement in ParentsNext.

In assessing a Participant's request for Relocation Assistance, Providers have discretion to consider the individual circumstances of the Participant and their suitability to relocate for work.

Placement Eligibility

Providers may assist a Participant taking up a job in another location with Relocation Assistance if the Participant has accepted an offer of employment more than 90 minutes away from their current residence (using their regular mode of transport).

Before offering Relocation Assistance to a Participant, the Provider must verify the placement details with the Employer and enter a Vacancy in the Department's IT Systems. The Provider must also ensure the Placement is not a Non-Payable Outcome, self-employment or commission-based.

Relocation Assistance Payments

Relocation Assistance can be used to pay a supplier directly or reimburse a Participant for costs incurred prior to and after relocating. Payments are flexible and can be used to help a Participant:

- prepare to move
- move
- settle into the new location.

Relocation Assistance can include, but is not limited to:

- removalist costs
- travel costs (including for [verified dependents](#))

- disturbance costs (e.g. utility connections, license and/or vehicle registration transfer costs where they are moving interstate)
- prepaid cards (excluding prepaid debit cards) to support Participants during their relocation, for example with fuel or food for the journey, and
- short-term (up to a maximum of 2 weeks') accommodation costs.

Before agreeing to provide Relocation Assistance, Providers must ensure that any support offered meets the following principles:

- provides value for money
- supports compliance with any work, health and safety requirements under the relevant state or territory legislation
- withstands public scrutiny
- will not bring the Services, the Provider or the Department into disrepute.

To ensure the above principles are met, Providers must exercise discretion and only agree to reasonable costs that are proportionate to the Participant's circumstances. This means that Providers can choose not to provide support or offer a lower amount of support in order to meet the principles.

Examples:

- A Participant wants to move from Sydney to Newcastle to accept a casual job in a fast-food restaurant. The Provider confirms the position details with the Employer including that only limited shifts will be available for the Participant each week. The Provider agrees to pay for the Participant's bus fare to relocate to Newcastle.
- A Participant in Adelaide is offered ongoing employment at a new abattoir facility in Darwin. The Participant has two school aged children who will be moving with them. The Provider confirms the position details with the Employer who confirms the position is full time and ongoing. The Provider agrees to support their relocation with airfares for the Participant and their children, removalist costs and one weeks' accommodation until the Participant's new home is available.

In determining whether a Relocation cost is appropriate, Providers may request a Participant provide one or more quotes, prior to making payments.

Relocation Assistance must not be used for:

- assisting Participants to relocate overseas
- rental bonds
- pre-paid debit cards
- ongoing costs (e.g., utilities or school fees)
- purchasing assets (e.g., whitegoods), or
- a Participant who is a member of a couple as defined in 1.1.M.120 of the Guide to Social Security Law, and the other member has received relocation assistance for the same relocation.

Definition of a dependent

A dependent may include a member of the Participant's household who is a:

- dependent child/children under 24 years of age who is:
 - financially dependent on the relocating Participant; or

- is the dependent child of the partner of the Participant where they are a member of a couple under social security law and the partner is receiving a government payment related to the child or children.
- spouse/partner of the Participant who is also receiving an Australian Government income support payment or pension
- an elderly parent/s who:
 - has reached Australian Pension age
 - lives in the same residence as the Participant
 - is dependent on the Participant for day-to-day care, and
 - is relocating to reside with the Participant.

Where the dependent of the Participant does not meet these requirements, Providers can assess whether there is a genuine dependency relationship, for example if the Participant has legal caring responsibilities for an adult child with a disability.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.

Claims for Reimbursement

Prior to claiming Reimbursement, Providers must ensure they have paid the Supplier and/or reimbursed the Participant in full, from their own funds.

Providers must submit a claim for Reimbursement within 56 days of the purchase/payment date.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

15. Vacancies and Placements

Participants are not required to look for, or accept, Employment however, Providers should help Participants find suitable Employment opportunities if they are ready and want to work.

Providers must record Vacancies and Placements in the Department's IT Systems to record Employment and track Employment Outcomes.

(Deed reference: Section 80.1)

Sourcing Vacancies

Providers may assist Participants to identify and apply for suitable Vacancies. When sourcing or referring to Vacancies, Providers should:

- engage local Employers to understand their needs and identify job opportunities, including those with flexible working arrangements or within school hours, and
- consider a Participants' family and personal circumstances, including child care and transport arrangements.

Providers must not refer or place Participants in Unsuitable Employment.

(Deed reference: Clause 80)

Checking the minimum wage

Providers must ensure any Vacancy meets the minimum wage set out in the relevant Award or Enterprise Agreement. If there is no applicable Award or Enterprise Agreement, the National Minimum Wage applies. Providers only need to verify the minimum wage when recording a new Vacancy.

Where a Provider sources a Vacancy, the Provider must give the following information to the Participant, which is contained in the [Minimum wages fact sheet](#) available on the [Fair Work Ombudsman website](#):

- details of the latest National Minimum Wage rates
- where to access information about the [Pay and Conditions Tool](#) and any changes to the National Minimum Wage rates, and
- the contact details of the Fair Work Ombudsman.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed reference: Annexure A1—Definitions; Clause 80)

16. Outcomes

Providers can claim a \$313.20 Outcome Payment for Participants who achieve an Education Outcome or Employment Outcome.

(Deed reference: Annexure B1, Table 1D – Outcome Payments)

Education Outcomes

Providers can claim an Outcome Payment for Participants who achieve an Education Outcome, which includes completion of any of the following:

- Certificate III (or above) course
- the Skills for Education and Employment (SEE) program
- Year 12.

Providers may claim more than one Education Outcome for a Participant, as long as the Education attained is a higher level than the Participant's previously attained Education.

VET training

Where vocational education and training (VET) is being delivered by, or under the support of, a Registered Training Organisation, that organisation must be approved to deliver the specific course at training.gov.au.

Claiming an Outcome Payment for an Education Outcome

Providers must record a Participant's Education as an Activity and record an Activity placement.

Prior to claiming an Outcome Payment, Providers must ensure the Education Outcome tracking in the Department's IT systems meets all requirements for an Education Outcome.

(Deed reference: Annexure A1—Definitions; Clause 105)

Employment Outcomes

Providers can claim an Outcome Payment for Participants who complete a 12 Week Period of Employment that meets the requirements for an Employment Outcome.

Providers may claim an Outcome Payment when a Participant remains in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship, for 12 Consecutive Weeks, excluding Permissible Breaks (see the [Permissible Breaks](#) section of this Guideline), for an average of at least 15 hours per week (30 hours per fortnight). Providers need to create a Vacancy and Placement in the Department's IT Systems to track an Employment Outcome.

Providers should consider a Provider Exit for Participants who achieve an Employment Outcome.

(Deed reference: Annexure A1—Definitions; Clause 84.4; Annexure B1, Table 1C – Outcomes)

Employment Outcomes for apprenticeships or traineeships

Providers may claim an Outcome Payment where a Participant's apprenticeship or traineeship meets the requirements for an Employment Outcome.

Employment Outcomes for a Participant concurrently in Transition to Work

If a Participant is concurrently in Transition to Work, both Providers may claim an Outcome Payment if the Participant is placed into Employment that meets the requirements for an Employment Outcome under each deed. Each Provider must enter a Vacancy and Placement into the Department's IT Systems to be able to claim an Outcome Payment.

Employment Outcomes for a Participant concurrently in Self-Employment Assistance

If a Participant is concurrently in Self-Employment Assistance, both Providers may claim an Outcome Payment if the Participant is in Employment that meets the requirements for an Employment Outcome under each deed. Each Provider must enter a Vacancy and Placement into the Department's IT Systems to be able to claim an Outcome Payment.

Employment Outcomes for a Participant Employed by their Provider

Providers can claim an Outcome Payment for a Participant who achieves an Employment Outcome in their Own Organisation, provided all Employment Outcome requirements are met.

Outcome periods and multiple claims

Providers may only claim multiple Outcome Payments for a Participant if:

- an Outcome Payment for Employment with the Employer has not been claimed previously, and
- the relevant Outcome Period does not overlap with another Outcome Period.

(Deed reference: Clause 105)

Permissible Breaks

Where a Participant is working towards an Employment Outcome, a Permissible Break in Employment can include:

- up to 2 fortnights or
- up to 8 weeks (4 fortnights) over the long school holiday.

Permissible Breaks must meet the following requirements:

- the break is outside the control of the Provider or the Participant
- after the break, the Participant returns to the same Employment and Employer
- the break would otherwise result in the Participant not meeting the requirements of an Employment Outcome.

Examples of acceptable Permissible Breaks include breaks due to illness or personal crisis, natural disasters, Employer initiated shutdowns and unforeseen caring responsibilities.

Providers must not record Permissible Breaks to account for periods of unapproved leave or absences due to circumstances within a Participant's control.

(Deed reference: Annexure A1—Definitions)

Verifying Employment Outcomes

Employment Outcomes are generally verified by the Employment earnings information declared by a Participant to Services Australia. The Department's IT Systems use this information to calculate when a Participant has achieved an Employment Outcome. Providers do not need Documentary Evidence for Employment Outcomes verified by information reported to Services Australia.

The Department's IT Systems prevent Providers from claiming Outcome Payments where a Participant has stopped receiving an income support payment for a reason unrelated to Employment, such as unapproved overseas absence or permanent departure overseas.

Providers may claim a Pay Slip Verified Outcome Payment where a Participant has met all requirements for an Employment Outcome, but Services Australia information does not support this or where the Participant is in Unsubsidised Self-Employment.

Providers must notify Services Australia of any changes in the Participant's circumstances, including in relation to claims for a Pay Slip Verified Outcome Payment.

(Deed reference: Clause 105.2)

Claiming a Pay Slip Verified Outcome Payment

To claim a Pay Slip Verified Outcome Payment, Providers need to calculate the average hours worked per fortnight.

For a Participant receiving a salary or wage, Providers need to calculate the average hours worked per fortnight by adding the number of hours the Participant worked over the relevant period (12 weeks) and dividing the figure by the number of fortnights in that period (6 fortnights over a 3 month period).

If a Participant is in Unsubsidised Self-Employment, commission or piecework, Providers can either:

- add the number of hours the Participant worked over a relevant period (12 weeks) and divide the figure by the number of fortnights in that period (6 fortnights over a 3 month period), or
- divide the amount earned over a reference period (12 weeks) by the National Minimum Wage or relevant award to get the number of hours worked during that period. Then divide this figure by the number of fortnights in the reference period (6 fortnights over a 3 month period) to get an average amount of hours worked per fortnight.

For example, if a Participant earned \$4,300 for ongoing casual work over 12 weeks, calculate $\$4,300/\$19.49 = 221$ (equivalent hours worked over 12 weeks) and divide by 6 fortnights = average 36.8 hours per fortnight. In this case, the hourly requirements for an Employment Outcome are met.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed reference: Clause 105.2)

17. Work Readiness Assessments

The objective of ParentsNext is to increase Participants' Work Readiness by assisting them to plan and prepare for employment before their child/ren start school.

Providers should also use the Work Readiness Assessment tool to:

- better understand Participants' barriers and help shape the Activities and assistance they deliver to Participants, and
- measure the change in ParentsNext Participants' Work Readiness over time.

The Department uses data from Work Readiness Assessments to measure:

- Providers' performance under the 'effectiveness' KPI
- the program's effectiveness as a whole.

It is important Participants are aware of the purpose of the assessments and how it will assist in tailoring the servicing they receive from their Provider. It is also important Participants understand the results do not affect their Parenting Payment.

Identifying Work Readiness Participants for KPI target

Participants may be randomly selected to be Work Readiness Participants if they are Commenced and are unlikely to Exit before a second Work Readiness Assessment can be undertaken. They continue to be Work Readiness Participants for the entire period they are in the Program.

The Department updates the ParentsNext Work Readiness QAP Mashup report (in the ES Reporting section of the ECSN) with a randomly selected list of Work Readiness Participants, and the required number of Participants each Provider must assess at the beginning of each reporting period.

The number of Work Readiness Participants a Provider is required to assess in each Employment Region is either 100 participants or 50 per cent of the Provider's Actual Caseload, whichever is lowest.

(Deed references: Clause 86.2; Clause 90)

Undertaking a Work Readiness Assessment

Providers must complete a Work Readiness Assessment for each Work Readiness Participant every 6 Month Period. 6 Month Periods are July–December and January–June each year.

Providers must use the Work Star 3rd Edition Tool to complete Work Readiness Assessments and ensure staff who will be conducting Work Readiness Assessments have attended the required training.

Providers are encouraged to conduct Work Readiness Assessments for Participants who are not Work Readiness Participants, however, this will not be used in evaluating a Provider's KPI.

The Department's Data Requirements

The Department has allocated a unique identifier (also known as the Work Readiness ID) to all Work Readiness Participants. The identifier can be found in the Work Readiness QAP Mashup report. This identifier must be used to complete a Work Readiness Assessment in the tool. No other identifier is to be used.

The Provider must not enter the Job Seeker Identification (JSID) or Centrelink Customer Reference Number (CRN) anywhere in the Work Readiness Assessment tool.

The Department will access data uploaded by Providers and monitor for compliance purposes.

(Deed references: Clause 86.2; Clause 90)

18. Exemptions

Exemptions under Social Security Law

Social Security Law recognises Participants may experience circumstances that make it unreasonable for them to continue participating in ParentsNext for a period. Participants are not required to meet their Mutual Obligation Requirements (Requirements) while they have an Exemption.

Services Australia or Providers can grant Exemptions under Social Security Law to Compulsory Participants. To ensure consistency with Social Security Law, Providers must:

- complete the Exemptions and Suspensions module on the Department's Learning Centre, and
- make Exemption decisions based on the requirements set out in this guideline.

Providers must inform each Participant about Exemptions, including the circumstances in which an Exemption may be available, at their Initial Interview.

Exemptions are either automatic or granted on a case-by-case basis, depending on the type of Exemption. For automatic Exemptions, Providers must grant an Exemption where a Participant's evidence supports an Exemption. For case-by-case Exemptions, Providers must consider if a Participant's circumstances make it unreasonable for them to meet their Requirements and grant an Exemption where appropriate.

In some cases, Providers can consider reducing or modifying a Participant's Requirements instead of granting an Exemption. This may be appropriate where a Participant's circumstances are temporary or do not reasonably prevent them from participating. Providers must ensure each Participant's Requirements are appropriate for their circumstances, including where they have a change of circumstances.

Participants with an Exemption may continue to receive support as a Voluntary Participant and are not subject to compliance.

(Deed Reference: Annexure A1—Definitions; Clause 82)

Considering a Participant's request for an Exemption

When deciding whether to grant an Exemption, Providers must:

- take into account the requirements for the Exemption
- ask the Participant to provide evidence, if required
- explain an Exemption will not be granted if evidence is required but not provided, and
- review the evidence, information provided by the Participant and any comments or file notes recorded on the Department's IT Systems.

(Deed Reference: Clause 82)

Granting an Exemption

Providers granting an Exemption must:

- check whether the Participant's Parenting Payment is suspended
 - if the Participant's payment is suspended due to non-compliance in ParentsNext, the Provider must re-engage the Participant and confirm their payment has been restored before granting the Exemption
 - if the Participant's payment is suspended for a reason unrelated to compliance, the Provider should direct the Participant to re-engage with Services Australia to lift the suspension before granting the Exemption
- inform the Participant of the decision in writing, including the start and end dates of the Exemption (*Exemptions cannot be backdated*)
- inform the Participant they will not receive assistance during the Exemption period
- inform the Participant that they can continue to receive assistance as a Voluntary Participant
- inform the Participant that they will not be subject to compliance action as a Voluntary Participant
- remind the Participant they are still required to report to Services Australia, and
- record the Exemption decision and reason in the Department's IT Systems.

(Deed Reference: Annexure A1—Definitions; Clause 82)

Refusing an Exemption

Providers refusing an Exemption must:

- use the letter generated by the Department's IT Systems to inform the Participant of the decision, including any reasons. In informing Participants Providers must provide an explanation for why the request does not meet requirements under the Guideline.

- provide written information on how the Participant can seek a review of the decision
- inform the Participant that if they want the Exemption decision reviewed, it is in their interest to request this review sooner rather than later because, without an Exemption, they will need to comply with their Requirements
- record the Exemption decision and reason in the Department's IT Systems, retaining all Documentary Evidence, within 20 business days of the application for an Exemption.

Providers refusing an Exemption must consider if the Participant's Requirements are appropriate for their current circumstances. If required, Providers must modify the Participant's Participation Plan to take account of their circumstances.

Refer to the [Exemptions – Provider reconsideration](#) process for further information.

(Deed Reference: Clause 82)

Withdrawing an Exemption

Providers must complete the following where a Participant agrees an Exemption is no longer required:

- record the Participant's withdrawal of the Exemption request
- discuss whether their Participation Plan needs to be updated
- enter any changes to the Participation Plan into the Department's IT Systems, and
- monitor the Participant's ongoing participation to ensure their Participation Plan remains suitable for them.

Services Australia Exemptions

Services Australia can grant all Exemptions in this guideline.

Providers should advise a Participant to contact the Centrelink Families line on 136 150 to request an Exemption if they are more comfortable disclosing their personal circumstances to Services Australia.

Services Australia has sole responsibility for granting Exemptions for approved overseas absences.

Provider Reconsideration and Departmental review

Participants who are not satisfied with their Provider's Exemption decision can:

- ask their Provider to reconsider the decision, and
- seek internal review of the decision by the Department.

Where requested by a Participant, Providers must reconsider an Exemption decision in line with the [Exemptions—Provider reconsideration process](#).

Providers must grant an Exemption where the evidence, including any new evidence, supports an Exemption.

If a Participant is unsatisfied with their Provider's original or reconsidered decision, they can request a Departmental review by contacting the National Customer Service Line on 1800 805 260 (free call from landlines) or email at nationalcustomerservice@dewr.gov.au. The Department will conduct a review as quickly as possible, and will advise the Participant and their Provider of the review outcome in writing.

Participants may appeal a review decision with the Administrative Appeals Tribunal (AAT). As part of the appeals process, the AAT may ask Providers to provide information or evidence. Providers must cooperate and assist the Commonwealth in the appeal process as required.

Participants dissatisfied with an Exemption decision made by Services Australia need to request a review from Services Australia.

(Deed Reference: Annexure A1—Definitions; Clause 82)

Duration of an Exemption

Providers must grant Exemptions for the lesser of:

- the period of time that a Participant’s circumstances warrant or are expected to warrant an Exemption, or
- the maximum period of time allowed by the Exemption (set out below).

Providers should not grant Exemptions for a period longer than a Participant’s expected period of participation in ParentsNext, if this is known.

If the reasons for a Provider-granted Exemption no longer exist, it can be ended. Providers cannot end an Exemption granted by Services Australia.

52-week Exemptions and Services Australia reporting

Services Australia will automatically place some Participants granted a 52-week Exemption on variable reporting. This means that for the duration of the Exemption, Participants will need to report their income to Services Australia every 12 weeks instead of fortnightly. If the Participant or their partner (where partnered) are declaring income, they will remain on fortnightly reporting. Where a Participant is on variable reporting, Services Australia notifies them when their variable reporting arrangements start and end.

Types of Exemptions (temporary incapacity, caring responsibilities and special circumstances)

Temporary incapacity

Temporary medical incapacity

Exemption type:	case-by-case
Maximum duration:	13 weeks
Evidence required:	medical certificate

Under Social Security Law, Participants with a temporary medical incapacity and assessed as being unable to work or undertake an appropriate activity for 8 or more hours a week are entitled to an Exemption.

Providers can grant an Exemption to a Participant with a temporary medical condition (such as injuries from accidents and episodic periods of depression) and who provide a medical certificate stating:

- the medical practitioner’s diagnosis
- the medical practitioner’s prognosis
- that the Participant is incapacitated for work, and
- the period for which the Participant is incapacitated.

Providers must grant Exemptions due to temporary medical incapacity for the period stated on the medical certificate, or for a maximum of 13 weeks, whichever is less.

Providers can grant a further Exemption if a Participant's circumstances remain in effect, as evidenced by the same or additional medical certificate, for the lesser of the period stated in the medical certificate or 13 weeks. If a Participant provides written evidence of their ongoing incapacity, other than a medical certificate, and their circumstances make it unreasonable for them to obtain a medical certificate, Providers may extend their Exemption period by up to 4 weeks (maximum).

Under Social Security Law, Providers must not grant Exemptions to Participants whose incapacity is wholly or predominately due to drug or alcohol misuse.

For Participants with evidence of medium or long-term medical conditions, Providers should consider if the Participant is able to participate in services that will help them prepare for work with their condition. Providers can also consider modifying or reducing the Participant's Requirements, or seeking a new suitable Activity, rather than granting an Exemption. Medium or long-term conditions are usually episodic or chronic in nature and include schizophrenia, psychosis, depression and anxiety. Where appropriate, Providers should consider advising a Participant to test their eligibility for the Disability Support Pension with Services Australia.

Temporary incapacity—serious illness

Exemption type: case-by-case

Maximum duration: 52 weeks

Evidence required: medical certificate or equivalent evidence

A Participant may be considered seriously ill if they have one of the following medical conditions:

- cancer/leukaemia
- severe stroke
- acquired brain injury
- serious burns
- serious physical injuries requiring long recovery periods, or
- severe mental health conditions, which the Participant is receiving treatment for in an institutional setting.

Providers may grant subsequent Exemptions without requiring additional medical certificates to Participants who are seriously ill and undergoing treatment. Providers can continue granting subsequent exemptions for the period stated on the original medical certificate or for a maximum of 52 weeks from the date of the first Exemption.

Providers may only grant subsequent Exemptions without requiring additional medical certificates for a Participant who continues to meet the criteria for a temporary incapacity Exemption and:

- has one of the medical conditions listed above
- they are undergoing and/or recovering from intensive medical treatment (such as chemotherapy or radiotherapy) or undertaking rehabilitation for the serious illness

- there is little prospect of significant improvement in their medical condition over the period stated on the medical certificate, and
- requiring them to obtain an additional, valid medical certificate at the end of each Exemption period would place unreasonable physical and/or mental burden and/or stress on them.

Caring responsibilities

There are a range of circumstances in which a Participant may be eligible for an Exemption for caring responsibilities. While automatic Exemptions may be granted in some cases where evidence requirements are met, Providers will need to use their judgement about what is appropriate evidence in other cases.

Providing home schooling

Providers must grant this Exemption if a Participant is the principal carer of one or more children, or the main supporter of one or more secondary pupil children, and is a home educator of one or more of those children.

Exemption type:	automatic on request
Maximum duration:	52 weeks
Evidence required:	evidence of Participant's child's enrolment in primary or secondary home schooling

Providing distance education

Providers must grant this Exemption if a Participant is the principal carer of one or more children, or the main supporter of one or more secondary pupil children, and is a distance educator of one or more of those children.

Exemption type:	automatic on request
Maximum duration:	52 weeks
Evidence required:	evidence of Participant's child's enrolment in distance education

Foster carer

Providers must grant this Exemption if a Participant is the principal carer of one or more children, and is a registered and active foster carer.

Exemption type:	automatic on request
Maximum Duration:	52 weeks
Evidence required:	verification from the relevant state/territory authority

Large family with 4 or more children

Providers must grant this Exemption if a Participant is caring for a large family (that is, is the principal carer of at least one child and is the principal carer or main supporter of 4 or more children).

Exemption type:	automatic on request
Maximum duration:	52 weeks

Evidence required: a [declaration](#) from the Participant stating they are the principal carer of at least one child and the principal carer or main supporter of 4 or more children, **or**

the Participant may choose to show the Provider the part of their Services Australia Income Statement that lists the children in their care, and the percentage of care, but must not be compelled to do so.

Caring responsibilities

Providers may grant this Exemption if a Participant is providing temporary care for a frail/aged or disabled adult family member.

Exemption type: case-by-case

Maximum duration: 16 weeks

Evidence required: Providers should use their judgement as to appropriate evidence required

Caring for a child not eligible for Carer Payment

Providers may grant this Exemption if a Participant is caring for a child with high needs but is not eligible for Carer Payment. To grant this Exemption, Providers must determine the care needs of the child/ren prevent the Participant from undertaking Activities for the specified period of time.

Exemption type: case-by-case

Maximum duration: 52 weeks

Evidence required: a treating doctor's assessment is needed to determine the impact of the child's illness on the Participant's ability to participate, and Providers should use their judgement about other appropriate evidence required

Carer non-parent state/territory care plan

Providers must grant this Exemption if a Participant is the principal carer of one or more children, is a relative but not a parent of a child (kin child) and the Participant is caring for the wellbeing of that kin child in accordance with a document accepted by the responsible state/territory authority.

Exemption type: automatic on request

Maximum duration: 52 weeks

Evidence required: the Participant needs to provide verification of the plan from the state/territory authority as evidence of the Participant's kinship

Carer non-parental relative

Providers must grant this Exemption if a Participant is a relative but not a parent of a child, and the child is living with the Participant in accordance with a family law order.

Exemption type: automatic on request

Maximum Duration:	52 weeks
Evidence required:	details of the family law order

Temporary confinement

Providers must grant this Exemption for a Participant who is pregnant and within 6 weeks of their expected due date or takes a new child into care. The Exemption end date must extend 9 months from the expected due date.

Exemption type:	automatic on request
Maximum duration:	45 weeks (6 weeks prior to expected due date, and 39 weeks after)
Evidence required:	the Participant needs to provide evidence of their pregnancy from their treating doctor, and the expected due date, or appropriate evidence, as determined by the Provider, of the new child in the Participant's care

Special family circumstances

Providers may grant this Exemption if a Participant is providing kinship or family care, or care for a frail, aged or disabled adult family member, or has a dependent child with a temporary illness or injury requiring full-time parental care or if a Participant is attending Sorry Business or has a death in the extended family.

This Exemption may also be granted for other special family circumstances not described above.

Exemption type:	case-by-case
Maximum duration:	16 weeks
Evidence required:	Providers should use their judgement about appropriate evidence required

Personal circumstances

Participants may experience personal circumstances that cause major disruption and prevent them from meeting their Requirements. Providers may grant Exemptions where unforeseen events beyond a Participant's control make it unreasonable for them to continue meeting their Requirements. It may also be appropriate to reduce or modify a Participant's Requirements rather than granting an Exemption.

Bereavement period

Providers may grant this Exemption if a member of a Participant's immediate family dies.

Exemption type :	case-by-case
Maximum duration:	16 weeks
Evidence required:	Providers should use their judgement about appropriate evidence required

Bereavement period (partner)

Providers may grant this Exemption if a Participant's partner dies.

Exemption type:	case-by-case
Maximum duration:	14 weeks, commencing from the date of the partner's death
Evidence required:	Providers should use their judgement about appropriate evidence required

Bereavement period (pregnant partner)

Providers may grant this Exemption if a pregnant Participant's partner dies during the Participant's pregnancy. Providers must grant a new child Exemption when a Participant's bereavement period (pregnant partner) Exemption ends.

Exemption type:	case-by-case
Maximum duration:	from the day of the partner's death until the Participant's due date
Evidence required:	Providers should use their judgement about appropriate evidence required

Community service order

Providers may grant this Exemption if a Participant is undertaking a community service order of more than 20 hours per week.

Exemption type:	case-by-case
Maximum duration:	13 weeks
Evidence required:	community service order requiring participation of more than 20 hours per week

Domestic violence or relationship breakdown

Providers may grant this Exemption if a Participant is subject to domestic violence (including family violence) or has a relationship breakdown, which causes unusually high levels of emotional, psychological or stress-related problems.

- i) If a Participant has experienced domestic violence in the previous 26 weeks, they must be granted a 16 week Exemption in the first instance. When granting this Exemption, Providers must advise the Participant that they can choose to continue receiving support as a Voluntary Participant for the duration of their Exemption period. As Voluntary Participants do not have compulsory requirements, Providers are able to support Participants experiencing domestic violence without subjecting them to compliance action where they are not able to engage due to their circumstances.
- ii) Providers may consider an Exemption on a case-by-case basis for Participants who have experienced domestic violence outside the previous 26 week period.

Refer to the *ParentsNext – recognising and responding to domestic violence webinar* on the Department's Learning Centre, for guidance on servicing Participants who may be experiencing domestic or family violence.

- iii) A relationship separation is usually associated with high levels of stress, but this in itself is not grounds for an Exemption. However, a Participant who experiences unusually high levels of stress associated with a relationship separation may be granted an Exemption.

A Participant with an Exemption on the basis of domestic violence or relationship breakdown may request further Exemptions of up to 16 weeks at a time.

Exemption type:	<p>i) where a Participant has experienced domestic violence in the past 26 weeks – automatic in the first instance. Subsequent Exemptions are on a case-by-case basis</p> <p>ii) where a Participant has experienced domestic violence outside the past 26 weeks – case-by-case following Provider’s consideration of the ongoing impact on the Participant</p> <p>iii) where a Participant is experiencing high stress levels following a relationship separation – case-by-case</p>
Maximum duration:	<p>i) must be granted for an initial period of 16 weeks, then on a case-by-case basis for up to 16 weeks at a time for further Exemptions</p> <p>ii) may be granted up to 16 weeks, then on a case-by-case basis for up to 16 weeks at a time for further Exemptions</p> <p>iii) may be granted up to 16 weeks, then on a case-by-case basis for up to 16 weeks at a time for further Exemptions</p>
Evidence required:	Providers should use their judgement about appropriate evidence required. Providers must record file notes in the Department’s IT systems to support its decision, including the evidence considered.

Declared natural disaster

Providers must grant Exemptions for a Participant living in, and/or affected by, an officially declared natural disaster area (for example, bushfire, flooding or cyclone). An initial Exemption period of 4 weeks is usually appropriate, but Participants can apply for Exemptions of up to 13 weeks at a time.

Exemption type:	automatic on request
Maximum duration:	13 weeks, but generally 4 weeks is appropriate
Evidence required:	an official government declaration that the area has natural disaster status must be made before the Exemption can be granted

Jury duty

Providers may grant this Exemption if a Participant is required to undertake jury duty. The Exemption must be limited to the time the Participant is required to attend jury duty.

Exemption type:	case-by-case
Maximum duration:	13 weeks, though the time should be limited to the time the participant needs to attend jury duty
Evidence required:	evidence of the requirement to attend jury duty and defined period of attendance

Major personal crisis

Providers may grant this Exemption if a Participant is experiencing a major personal crisis, which can include a range of circumstances such as the death of a non-immediate family member or homelessness.

The main consideration when deciding whether to grant an Exemption for homelessness, is whether a Participant's living circumstances are stable enough to allow them to meet their Requirements.

Exemption type:	case-by-case
Maximum duration:	13 weeks, though this Exemption should be limited to the time required to address the Participant's circumstances.
Evidence required:	Providers should use their judgement about appropriate evidence required.

Major personal disruption

Providers may grant this Exemption if there is a major personal disruption to a Participant's home, including damage to the home/contents caused by storm, flood, fire or earthquake, or by an accident, explosion or electrical fault, or burglary of or vandalism to the home/contents or other assets (for example, a vehicle). The duration of this Exemption is limited to the time required to arrange alternative accommodation, replace lost items and arrange repairs and/or insurance claims. This exemption can be used as an alternative to the 'Declared natural disaster' exemption, for example, when a natural disaster occurs but does not result in the official declaration of a natural disaster.

Exemption type:	case-by-case
Maximum duration:	13 weeks, though it is generally appropriate to grant these exemptions for 2 weeks
Evidence required:	Providers should use their judgement about appropriate evidence required

Other special circumstances

Providers may grant this Exemption if a Participant is experiencing any other personal circumstance not listed above, which the Provider believes means the Participant is unable to meet their Requirements.

Exemption type:	case-by-case
Maximum duration:	13 weeks
Evidence required:	Providers should use their judgement about appropriate evidence required

Other special circumstances—undertaking Indigenous cultural business

Providers may grant an Exemption for Indigenous Participants to attend to cultural business. This is recorded under the 'Other Special Circumstances' type. This Exemption relates to cultural practices unrelated to deaths and funerals (which is considered under the special family circumstances Exemption type). The period of the Exemption should be limited to what is required in individual circumstances.

Providers should source local information wherever possible to assist in determining the length of time required for the Participant.

Cultural business requirements can vary between communities and it may be appropriate in some instances for cultural business to be undertaken concurrently with a Participant's Requirements (for example, cultural business that only occurs at particular times of day or at night).

If participation in cultural business can be verified but the likely duration cannot be immediately determined, a short initial Exemption period should be granted (for example 2 weeks), which then may be extended if further information is provided.

Exemption type: case-by-case

Maximum duration: 13 weeks

Evidence required: Providers should use their judgement about appropriate evidence required

Other special circumstances—state or national emergency

Providers may grant an Exemption if a Participant is a volunteer during a State or National emergency (for example, bush fires). This Exemption can be granted for up to 13 weeks. This is also recorded under the 'Other Special Circumstances' type.

Exemption type: case-by-case

Maximum duration: 13 weeks

Evidence required: proof of active involvement, such as a written statement from their rural fire service/State Emergency Service commander.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

19. Suspensions

A Participant with an Exemption is Suspended

When a Participant has an Exemption, their status changes from Commenced to Suspended in the Department's IT Systems. Providers are not required to deliver Services to Suspended Participants unless a Participant chooses to participate voluntarily. Providers must record any volunteer period in the Department's IT Systems.

(Deed reference: Clause 82)

Providers do not deliver Services during the Suspension period

When a Participant is Suspended from ParentsNext, for the duration of the Suspension period, the:

- Participant is Suspended on their Provider's caseload
- Participant is not required to meet their Requirements, and
- Participant is not subject to the Targeted Compliance Framework
- Provider is not required to deliver ParentsNext assistance to the Participant

When a Participant's Suspension ends, Providers must recommence service delivery and the Participant is required to meet their Requirements.

(Deed reference: Clause 81)

20. Transfers between Providers

Participant transfers to a different Site or a different ParentsNext Provider may occur for a range of reasons.

Participant changes their Address

Relocates more than 15 kilometres from current Provider

The Department's IT Systems automatically transfer a Participant if their new address is more than 15 km from their current Provider's Site.

If the current Provider has a Site within 15 km of the Participant's new address, the Participant will remain with the same Provider but automatically transfer to that Site.

The Participant will automatically transfer to a new Provider in the new location if their current Provider does not have a Site within 15 km of the Participant's new address.

Relocates within 15 kilometres of current Provider

The Department's IT Systems will not automatically transfer a Participant if the Participant's new address is within 15 km of their current Provider's Site. However, the Participant can request a transfer to a new Provider.

(Deed references: Clause 69; Clause 70)

Transfer by Agreement

A Participant may transfer to a new Provider if their current Provider, their proposed Provider and the Participant agree to the transfer and complete the [Transfer by Agreement Form](#).

If the current or proposed Provider declines the transfer request, the other Provider and the Participant are informed of the outcome of the request.

If a Participant has a current Level 3 Incident Report, and/or an active Managed Service Plan, the current Provider must contact the Department's Employment Systems Help Desk on 1300 305 520 or their Provider Lead to authorise and facilitate a transfer where all parties have agreed.

Information about Incident Reports is in the [Servicing Participants with Challenging Behaviours Guideline](#).

(Deed reference: Clause 69.1)

Transfer due to relationship failure

The Department can transfer a Participant to another available Provider if it determines that the relationship between a Participant and their current Provider has broken down.

At the Participant's request

Participants can contact the Department's National Customer Service Line on 1800 805 260 and request a transfer if they feel they cannot maintain a reasonable and constructive relationship with their Provider. A customer service officer will record the request and transfer the Participant, if appropriate.

(Deed reference: Clause 69.1)

At the Provider's request

If a Provider considers they cannot maintain a reasonable and constructive relationship with a Participant, the Provider must complete the Transfer Due to Relationship Failure Form and email it to the Department's [National Customer Service Line](#) for consideration. The Department considers the request based on the evidence provided, including whether the Provider has followed advice in the [Servicing Participants with Challenging Behaviours Guideline](#).

Transfer approved

If the Department's National Customer Service Line approves a transfer, the Department selects an alternative available Provider and sends the Participant a letter advising of their new Provider and the details of their next Appointment.

Transfer not approved

The Department's National Customer Service Line will notify the Provider and/or Participant in writing if it does not approve a transfer. Providers and Participants have 14 days from the date of outcome Notification to request a review and provide any new evidence if they are not satisfied with the decision. Review requests must be submitted in writing to the Department's [National Customer Service Line](#).

The Participant's current Provider must continue to service the Participant if there is no alternative Provider within a reasonable distance.

Review process

If the Provider and/or Participant requests a review, a Departmental officer not involved in the original decision will undertake a review. The review will consider any new evidence and whether the Provider has applied the strategies in the [Servicing Participants with Challenging Behaviours Guideline](#).

If the review outcome is to approve the request for transfer, the Department's National Customer Service Line will action the transfer.

If the Department does not approve the request for transfer, the Provider and/or Participant are notified in writing and the Provider must continue servicing the Participant.

Transfer for better servicing

If a Participant can demonstrate they will receive better assistance from another Provider, the Participant may request a transfer by contacting the Department's National Customer Service Line on 1800 805 260. The Department will action a transfer if it agrees the Participant will receive better assistance from another Provider. The Department will inform the Participant if it does not agree to the request.

(Deed reference: Clause 69.1)

Department initiated Transfers

The Department may transfer a Participant to another Provider for any reason, including but not limited to when their current Provider ceases to provide Services or closes a particular Site.

Following a transfer, the gaining Provider must complete an Initial Interview with the Participant.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed reference: Clause 69.1)

21. Exits

Effective Exits—automatic Exits when Participants are no longer eligible

The Department's IT Systems automatically Exit Participants (Effective Exit) in certain circumstances.

An Effective Exit is triggered for a Compulsory Participant when Services Australia confirms the Participant:

- no longer resides in a ParentsNext Location
- no longer has a youngest child under 6 years of age
- no longer receives Parenting Payment, or
- otherwise no longer meets the [Eligibility Criteria](#).

An Effective Exit is triggered for a Volunteer who:

- no longer resides in a ParentsNext Location
- has not attended 2 consecutive Appointments (Did Not Attend Appointment result)
- commences in an employment service administered by the Department or Disability Employment Services
- is no longer receiving Parenting Payment or no longer has a child under 6 years of age, or
- is no longer eligible, on advice from Services Australia.

(Deed references: Annexure A1—Definitions; Clause 84.1)

Provider Exits—manual Exits initiated by the Provider

Providers can manually Exit (Provider Exit) a:

- Compulsory Participant who has achieved stable Employment
- Volunteer who:
 - is not participating in line with their Participation Plan, or advises they no longer wish to participate in ParentsNext, and
 - advises they no longer wish to participate in ParentsNext.

(Deed references: Annexure A1—Definitions; Clause 84.1)

Exits—stable Employment

Providers must Exit a Compulsory Participant in stable Employment using the Department's IT Systems. Stable Employment is paid Employment averaging 15 hours per week or 30 hours per fortnight, maintained over at least 12 weeks, and is expected to be ongoing.

When determining whether the Employment meets this definition, Providers should consider the following:

Employment could include (but is not limited to) one or more of the following:

- part-time or full-time work
- casual work
- fixed-term contracts
- apprenticeships and traineeships
- self-employment
- commission and piece rate work.

Employment does not include:

- unpaid work experience
- voluntary work
- work outside Australia
- illegal activities
- Unsuitable Employment positions
- work for which the Participant is not receiving the relevant award wage or the National Minimum Wage.

For more information on wages, salaries and pay rates, refer to the [Fair Work Ombudsman](#).

(Deed references: Annexure A1—Definitions; Clause 84.4)

Calculating average hours for a stable Employment Exit

If a Participant is receiving a salary or wage, Providers can calculate the average hours worked per fortnight by:

- adding the number of hours a Participant worked over a relevant period
- dividing the total hours by the number of full fortnights in the period (for example, 6 fortnights over a 3 month period).

If a Participant is in Unsubsidised Self-Employment or is undertaking commission or piece work, Providers can either:

- calculate the number of hours as advised by the Participant, as for calculating a salary or wage (as described above)
- divide the amount earned over a reference period (for example, 3 months) by the National Minimum Wage or relevant award to determine the number of hours worked during the period (the current National Minimum Wage amount is on the [Fair Work Ombudsman website](#)).
- then divide by the number of fortnights in the reference period (for example, 6 fortnights over a 3 month period) to get an average number of hours worked per fortnight.

For example, if a Participant earned \$4,300 for ongoing casual work over 12 weeks, calculate $\$4,300/\$19.49 = 221$ (equivalent hours worked over 12 weeks) and divide by 6 fortnights = average 36.8 hours per fortnight. In this case, the Participant should be Exited from ParentsNext, providing the other Exit criteria are met.

Determining whether Employment is ongoing

Employment is expected to be ongoing when:

- any Employment probation period has passed
- any contract entered into or a letter of offer states the position is for more than 6 months
- the Employment has no expected end date.

Providers should consider the type of work to assess if it will be ongoing. Non-ongoing work can include:

- seasonal work (for example, fruit picking)
- short-term contracts with an expected end date (for example, Christmas work, Census interviews, election staff)
- piece work for a particular event (for example, sewing costumes for an event).

Exiting a Participant with stable Employment

When Exiting a Participant with stable Employment, Providers should remind Participants to continue reporting hours worked and income received from Employment to Services Australia, as well as any other changes in circumstances that may impact their Parenting Payment.

Services Australia may reassess the Participant's eligibility for ParentsNext if no hours worked or income received is reported to Services Australia in the 6 months following Exit.

(Deed reference: Clause 84.4)

Participants moving to employment services

A Participant whose youngest child turns 6 will Exit ParentsNext and potentially move to an employment services provider. Providers should support the Participant with information about employment services where this is likely to occur.

Exiting incorrectly Referred parents

Refer to [Referrals](#) for Exiting parents incorrectly referred to ParentsNext.

Exiting Participants with a restricted access flag

Services Australia may apply a restricted access flag to a Participant's record for a range of reasons including domestic or family violence or where they are under police/witness protection. The restricted access flag removes the Participant's contact details in the Department's IT Systems, preventing a Provider's ability to contact and provide services to the Participant.

Participants with a restricted access flag are not required to participate and can be Exited by Services Australia. To arrange an Exit for a Participant with a restricted access flag, Providers must forward the Participant's JSID to their Provider Lead and

request a manual Exit for the Participant. The Provider Lead will facilitate Services Australia's manual Exit of the Participant.

Reinstatements

In some circumstances, a Participant who Exits may resume participating in ParentsNext, as long as they meet the Eligibility Criteria. Refer to the [Eligibility](#), [Referrals to ParentsNext](#) and [Direct Registration](#) sections of this guideline.



Documentary Evidence: Refer to [Documentary Evidence requirements](#) for more information.



System step: Refer to [System Steps](#) for information.

(Deed reference: Clause 84.3)

22. Appendix 1—Participation Fund categories and additional Documentary Evidence requirements

IMPORTANT NOTE: The Documentary Evidence requirements set out in this Appendix are **in addition** to the minimum Documentary Evidence requirements for all Participation Fund purchases set out in the [Documentary Evidence requirements](#) Participation Fund section of this guideline.

Category	Category details	Documentary Evidence requirements
Certified interpreter services	<p>This category is for the purchase of certified interpreter services for Participants.</p> <p>This category can be used for all Participants, including pending Participants not yet Commenced, who require interpreter services.</p> <p>The cost of interpreter services can be claimed under this category when an interpreter is arranged, but the Participant does not attend the scheduled appointment.</p>	No additional Documentary Evidence is required for this category.
Accredited training	<p>This category is for accredited training. Accredited training must be through a Registered Training Organisation (RTO) and the course or unit must be on the RTO's Vocational Education and Training (VET) scope of registration, as listed at training.gov.au.</p> <p>Accredited training must be training for which the Participant would receive a statement of attainment.</p> <p>This category can also be used for secondary education, even where the training organisation and/or course is not listed at training.gov.au.</p>	<p>In addition, for this category Providers must:</p> <ul style="list-style-type: none"> create an Activity in the Department's IT Systems in accordance with System steps enter the name of the RTO, the RTO code, and the relevant course code or unit code as identified at training.gov.au (or the course name if secondary education and not listed on training.gov.au) in the Activity details in the Department's IT Systems enter the associated Activity ID against the commitment in the Department's IT Systems.
Child care costs	<p>This category is to assist Participants access child care allowing them to fully participate in ParentsNext. This includes child care when a Participant is participating in Activities or attending third party appointments.</p> <p>Providers should assist Participants to access and apply for child care subsidies that may be available to them. This category supports the reimbursement of child care costs incurred through using an approved child care provider where child care subsidies are available (as listed on childcarefinder.gov.au).</p> <p>This category can be used for short-term, gap filling or emergency purposes only, until child care subsidies are approved and applied, or other supports or arrangements can be made for the Participant. It is not intended to be an alternative child care fund. Except in the eligible circumstances described below, Providers should not be funding the full cost of ongoing child care from the Participation Fund.</p> <p>This category can be used to:</p> <ul style="list-style-type: none"> pay the gap between the subsidy a Participant receives and the full cost of the child care pay for child care for a short-term period, including the time between applying for a child care subsidy and the subsidy being applied pay for childcare in an emergency situation. <p>Where a crèche or occasional care not covered by the child care subsidy is used, this category can only be used on an occasional or short-term basis. Short-term or occasional use of crèche care includes, for example:</p> <ul style="list-style-type: none"> while a Participant completes a 4 week training course, or for the first 4 weeks of a longer training course, while the provider finalises other child care options with the Participant, or used occasionally (that is, used infrequently or irregularly) over a longer period of training, or for example, to allow the Participant to attend a job interview or medical appointment 	<p>When entering a commitment in the Department's IT Systems, Providers must enter the following details:</p> <ul style="list-style-type: none"> duration of child care reasons for paying for the child care, including the link to the Participant's goals and/or participation in ParentsNext the applicable child care subsidy and the gap between the full-cost the date a subsidy was applied for. <p><i>For example:</i></p> <p><i>[Provider name] has agreed to pay for the child care gap for [Participant name] for 4 weeks commencing [date], to allow the Participant to complete a short course in Safety and Hygiene at TAFE NSW.</i></p>
Job-related mentoring	<p>This category is for support to help sustain a Participant's Employment, training or Education placement. Providers must only use this category for Participants who have commenced work, training or education. Job related mentoring cannot be claimed if it relates to goods or services directly funded through other government programs and grants, including the Indigenous Advancement Strategy. See Determining what is a Prohibited Purchase.</p>	<p>In addition, for this category Providers must:</p> <ul style="list-style-type: none"> enter the duration of the services (in minutes) into the commitment in the Department's IT Systems retain sufficient items of Documentary Evidence that, in combination, includes a description of the service delivered and the duration of the service.

Job related mentoring can be delivered by an external supplier or by staff members of a Provider’s Own Organisation or Related Entity. A maximum rate of \$60.00 per hour (\$1.00 per minute) (GST inclusive) applies to Job related mentoring delivered by staff members of a Provider’s Own Organisation or Related Entity.

Examples of job-related mentoring include:

- mentoring and coaching to a Participant who is at risk of leaving Employment due to difficulties they are facing in the workplace
- assisting Participants and staff at the Participant’s workplace through workforce-based training such as cross-cultural awareness, diversity training, or bullying workshops
- working one-on-one with Employers of at-risk Participants to identify and overcome barriers affecting the viability of the Participant’s Employment.

Job-related mentoring does not include:

- the time spent arranging goods or services for a Participant post placement
- conducting a risk assessment or communicating with a Participant when there is no reason to believe their Employment is not sustainable.

There is no maximum rate for post placement support delivered by an external organisation.

Post placement support can be delivered to Exited Participants for up to 6 months.

<p>Non-accredited training</p>	<p>This category is for non-accredited/vocational training. Non-accredited training are courses that are not nationally recognised and do not lead to a qualification within the Australian Qualifications Framework.</p> <p>Examples of non-accredited training (vocational) include:</p> <ul style="list-style-type: none"> • barista training • manual handling training • pre-employment food safety training. 	<p>In addition, for this category Providers must:</p> <ul style="list-style-type: none"> • create an Activity in the Department’s IT Systems in accordance with the System Steps section of this guideline enter the name of the relevant course in the Activity details in the Department’s IT Systems • enter the associated Activity ID against the commitment in the Department’s IT Systems • retain sufficient items of Documentary Evidence that in combination identifies the course.
<p>Non-vocational training</p>	<p>This category is for non-vocational training that will benefit the Participant.</p> <p>Examples of non-vocational training includes:</p> <ul style="list-style-type: none"> • personal development courses • parenting courses • financial counselling <p>cultural services.</p>	<p>In addition, for this category Providers must:</p> <ul style="list-style-type: none"> • create an Activity in the Department’s IT Systems in accordance with the System Steps section of this Guideline enter the name of the relevant course in the Activity details in the Department’s IT Systems • enter the associated Activity ID against the commitment in the Department’s IT Systems • retain sufficient items of Documentary Evidence that in combination identifies the course.
<p>Participant support</p>	<p>This category is for:</p> <ul style="list-style-type: none"> • Assistance to gain a Class C (Car) or Class R (Motorcycle) driver’s licence. This category is used to purchase assistance to gain a driver’s licence including lessons, driving licence test and licence fees. Where a Provider is claiming for assistance given to a Participant to regain their driver’s licence after loss due to driving offences, this assistance is limited to one claim per Participant. Exceptions are listed in the Prohibited Purchases section of this guideline. • Participation transport. This category is for public and private transport and travel assistance, including accommodation, for Participants to attend activities, training, participate in programs or employment. <p>Examples of purchases include:</p> <ul style="list-style-type: none"> ▪ public transport cards, including top-ups ▪ vehicle registrations (new and renewal) and inspections ▪ compulsory third party vehicle insurance ▪ train ticket and overnight accommodation for a Participant to attend a job interview in another city. <ul style="list-style-type: none"> • Medical expenses. This category is for medical and health related expenses if health issues are inhibiting a Participant’s capacity to attend activities, training, participate in programs or to find and keep a job. 	<p>When entering a commitment in the Department’s IT Systems, Providers must record a brief description of the goods or services that have been purchased and how they link to the Participant’s goals and/or participation in ParentsNext.</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p>For example: As the Participant does not drive or have a car, a prepaid public transport card was provided for the Participant to help them with travel to their training course.</p> </div> <p>When entering a commitment for a gift card, such as, but not limited to, a supermarket/store gift card, in the Department’s IT Systems, Providers must record:</p> <ul style="list-style-type: none"> • a brief description of why the gift card has been purchased, and what the Participant intends to use it for • an assessment of how the purchase meets the Participation Fund Principles • an explanation of how the purchase links to the Participant’s goals and/or participation in ParentsNext • evidence the Participant has been issued with the gift card

This may include medical and health related expenses for a Participant's child/ren if the health issue is inhibiting the Participant's capacity to attend activities, training, participate in programs or to find and keep a job. While the Participation Fund can be used to cover medical and health related expenses, Providers must first consider whether the expense is consistent with the Participation Fund principles. The Participation Fund must not be used where other financial assistance (e.g. NDIS) is available to cover the cost.

If a medical expense is not bulk-billed or offered as a free or subsidised service (for example, through an Aboriginal Medical Service), a Provider can claim Reimbursement for the out-of-pocket expenses not covered by Medicare, private health insurance, other subsidies or programs. Providers may also use this category in instances where these bulk-billed, free or subsidised services are not available in a timely manner. If doing so, the Provider must provide sufficient notes in the Department's IT Systems to explain why the Participant was unable to wait for the bulk-billed, free or subsidised service. For example, where a Participant requires an eye test for new glasses to attend or participate in an Activity but the only bulk-billing optometrist available locally is fully booked for several months.

Out-of-pocket expenses include:

- medical consultations, including Medicare Health Assessment for Aboriginal and Torres Strait Islander Peoples
- prescribed medicines and medical aids as directed by a medical professional
- dental and optical care
- ear health and hearing services (for example, hearing checks and fitting hearing aids)
- the detection and management of chronic diseases (for example, blood tests and scans)
- addressing health risk factors, such as poor diet and nutrition. For example, support:

health programs as recommended by a medical professional, Employer or a Provider.

This category does not include pre-employment medical checks, which must be recorded against the work related expenses category or drug and alcohol dependence support, which must be recorded against the professional services category.

If a Participant has lodged a claim through the Department's Personal Accident Insurance policy, there are additional requirements for claiming Reimbursement for medical and out-of-pocket expenses. These are detailed in the [WHS Incidents and Insurance Readers Guide - Provider](#). Exceptions to the use of this category are listed in the [Prohibited Purchases](#) section of this guideline.

- **Rent and crisis accommodation.** This category is for short-term rent and crisis accommodation for a Participant only when a Provider and Participant have exhausted all other avenues of assistance. Assistance under this category should generally be limited to once per Participant. However, further claims can be made under this category at the Provider's discretion, including under special circumstances such as domestic and family violence.
- **Other categories** that assist Participants to find and keep a job, or to participate in training, programs, and/or Educational placements.

Examples of purchases to be recorded against this category include:

- purchase of professional résumé writing or job preparedness assistance
- purchase of phone or data cards or vouchers, including top-ups, to enable the Participant to use phones or the internet
- purchase of petrol cards or vouchers
- reimbursement of direct purchases of petrol for a Participant
- clothing for a Participant to improve their presentation, for example when attending interviews, or participating in programs or training
- hygiene packs
- basic haircuts
- tools, books or equipment.

- evidence of the purchase the Participant made using the gift card, showing it was used for the purpose it was intended for.

Evidence of the purchase may include but is not limited to: a receipt or statutory declaration from the Participant.

For example:

The Participant's goal is to gain employment; however, the Participant has indicated they do not have any suitable interview clothes for their upcoming job interview with [company]. A store gift card has been provided for the Participant to purchase interview clothing and grooming products. The Participant has signed a declaration confirming they are in receipt of the gift card, to specifically be used for this purchase, and the declaration is on the Participant's file, as well as a copy of the receipt using the gift card to make this purchase.

If a Provider is unable to provide direct assistance to a Participant, it may consider issuing a department store/other store or supermarket gift card under this category in limited circumstances. For example, where the Provider does not have a direct account with a department store for the purchase of interview clothing for Participants.

Providers must not purchase gift cards in bulk, and must ensure they have appropriate internal controls, including a separation of duties, in place for the purchasing and claiming of gift cards in the Department's IT Systems.

The Provider must confirm, via retention of a receipt or other evidence of purchase, that the card has been used only for the purchase/s for which it is intended and not for inappropriate purchases. Inappropriate purchases include, but are not limited to, alcohol, cigarettes, and purchases prohibited under the [Participation Fund](#) section.

Professional services

This category is for professional services such as:

- drug and alcohol counselling and rehabilitation
- mental health and family counselling. Note: if a person has a mental health care plan in place, this category may be used to cover the Medicare gap.
- anger management
- personal development for addressing self-esteem and confidence issues
- vocational rehabilitation for Participants re-entering Employment.

All professional services must be delivered by either a:

- qualified psychologist who is currently registered as a psychologist with the Australian Health Practitioner Regulation Agency (AHPRA), or
- qualified allied health professional² who has a degree or graduate diploma in either:
 - allied health services or behavioural sciences
 - social work
 - rehabilitation counselling
 - other allied health qualifications.

If the allied health qualification relates to a field that requires professional registration to practice, the allied health professional must be currently registered with the relevant authority.

Professional services can be delivered either in-person, or via video or teleconference.

Professional services can be delivered to Exited Participants for up to 6 months.

Claims for Reimbursement must only be for either:

- the delivery of the actual appointment
- the preparation of a psychological report (as defined by the Australia Psychological Society³).

Administrative costs that must not be claimed include: time taken writing appointment case notes, letters, follow-up or appointment-related phone calls and the set-up and ongoing cost of using video or teleconferencing for delivery of Professional services.

Providers can claim for missed appointments, but claims are limited to 3 instances per Participant per Provider per financial year.

In addition, for this category Providers must:

- enter the following into the commitment in the Department's IT System:
 - the specialist type (psychologist or other allied health professional)
 - the session type (individual, group or report preparation)
 - the duration of the session (in minutes)
 - confirmation whether the Participant attended the appointment
- create and maintain in the Department's IT System a list of the staff members in a Provider's Own Organisation or a Related Entity who deliver professional services (either psychologists or other allied health professionals)
- retain sufficient items of Documentary Evidence that in combination includes the following for externally delivered professional services:
 - a description of the service delivered
 - specify whether the Participant attended the appointment
- retain sufficient items of Documentary Evidence that in combination includes the following for professional services delivered by a Provider's Own Organisation or a Related Entity:
 - a description of the service delivered
 - the specialist type (psychologist or other allied health professional)
 - the session type (individual or group)
 - the duration of the service (in minutes)
 - the Participant's attendance at the appointment
- maintain a listing for professional services delivered by staff employed by a Provider's Own Organisation or a Related Entity that records the following information:
 - the staff member's name
 - specialist type
 - qualification details
 - the authority with whom the staff member is registered with (if the qualification of the staff member relates to a field that requires professional registration to practise)
 - registration number where applicable.

¹ Further information on the allied health professionals can be found at the [Allied Health Professionals Australia website](#) (at [ahpa.com.au/](#))

² [Australian Psychological Society \(APS\)](#) defines psychological reports as: 'A report is a psychological service that is directly requested by the referring agency or client. Thus reports prepared for clients are usually done so on the basis of explicitly written consent from the client or legal guardian. A report is a structured presentation typically including such components as relevant psychosocial history, history of presenting issues, present condition, test results, option and intervention recommendation. Professional letters to medical or other referral agencies concerning treatment needs of the client are not considered to constitute reports. Note that report preparation time is inclusive of relevant file and document review.' (Definition sourced from APS national schedule of recommended fees and item numbers for psychological services).

Requirements for delivery by staff of Own Organisation and Related Entity

When seeking Reimbursement for professional services delivered by a staff member employed by a Provider's Own Organisation or Related Entity, the following additional requirements apply:

- to claim the standard rate for a psychologist, the staff member must be a qualified psychologist
- to claim the standard rate for an allied health professional, the staff member must have a degree or graduate diploma in either:
 - allied health services or behavioural sciences
 - social work
 - rehabilitation counselling
 - other allied health qualifications.
- if the qualification of the staff member relates to a field that requires professional registration to practise, they must be currently registered with the relevant authority.

Standard rates apply for professional services delivered by an appropriately qualified staff member employed by a Provider's Own Organisation or Related Entity. For Professional Services delivered on or after 5 November 2022, the maximum amounts for internally delivered services that can be claimed are calculated according to the following rates:

- For individual sessions, preparation of psychological reports or group sessions attended by up to 5 Participants:
 - \$240.00 per hour (\$4.00 per minute) (GST inclusive) for services delivered by a qualified allied health professional
 - \$260.00 per hour (\$4.33 per minute) (GST inclusive) for services delivered by a qualified psychologist
- For group sessions attended by 6 or more Participants:
 - \$40.00 per Participant per hour (\$0.67 per Participant per minute) (GST inclusive) for services delivered by a qualified allied health professional
 - \$43.30 per Participant per hour (\$0.72 per Participant per minute) (GST inclusive) for services delivered by a qualified psychologist.

If external services are purchased these maximum rates do not apply.

- If Participants from a Provider's caseload make up a portion of the participants in a group session, a Provider must only claim the pro-rata amount of the relevant group session standard rate. For example, if a Provider has 2 Participants out of 5 participants in a one-hour group session delivered by a qualified psychologist of a Related Entity, a Provider would claim \$52.00 (GST inclusive) for each Participant (that is, \$260 divided by 5 participants = \$52 per participant per hour).

For Professional Services delivered before 5 November 2022, the maximum amounts for internally delivered services that can be claimed are reflected in Version 3 of the [Delivering ParentsNext Guideline](#).

The Department's IT Systems allows the total invoice amount to be reduced where required.

Work experience	<p>This category is for purchases required for a Work Experience (Other) Placement.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • personal protective equipment, including protective clothing • risk assessments • required checks (working with children, working with vulnerable people, police etc.) • training • other purchases required for the Work Experience (Other) Placement. 	<p>In addition, for this category Providers must:</p> <ul style="list-style-type: none"> • refer the Participant to the associated work experience Activity or Vacancy ID in the Department's IT Systems • enter the associated work experience Activity or Vacancy ID into the commitment in the Department's IT Systems.
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Work related expenses

This category is for purchases that cannot be recorded against another category.

Examples of purchases that may be claimed include:

- pre-employment medical checks
- working with children checks
- working with vulnerable people checks
- police checks
- personal protective equipment, including protective clothing
- work-related licencing—examples include:
 - security licence
 - forklift licence
 - light/medium/heavy rigid licence
 - taxi licence/driver accreditation/limousine licence
 - white card (or state/territory equivalent)
 - working at heights certificate
 - first aid certificate
 - responsible service of alcohol certificate
 - responsible conduct of gambling certificate
 - food safety and handling practices certificates.

When entering a commitment in the Department's IT Systems, Providers must record a brief description of the goods or services that have been purchased and how they link to the Participant's goals and/or participation in ParentsNext.

For example:

Work safety boots, pants and a high-vis vest have been purchased for the Participant in preparation for starting their apprenticeship on [date].

23. Appendix 2—Wage Subsidy Types and Participant Eligibility Requirements

The list below reflects how the hierarchy of Wage Subsidies is applied (in descending order) in the Department's IT Systems. A Participant can attract one Wage Subsidy at a time.

Indigenous Australians are eligible immediately on commencement in employment services, excluding Digital Services. They must be flagged in the Department's IT Systems as Indigenous from registration with Services Australia – Centrelink, or the Department's Job Seeker Classification Instrument.

Participant Cohort	Eligible	Time in service required	Amount eligible for	Wage Subsidy Placement requirements
Digital Participants	No	Participants who complete 12 months of continuous participation in Digital Services* will be eligible for wage subsidies on commencement in provider-based employment services**	N/A	N/A
Participants aged 24 years and under, and/or Participants commenced with a Transition to Work Provider	Yes	Eligible for the Youth Bonus Wage Subsidy*** (YBWS) after six months continuous provider-based employment services** Participants commenced with a Transition to Work Provider must have Mutual Obligation Requirements on the Job Placement Start Date.	YBWS offers Employers up to a set amount of \$10,000 (GST inclusive) or 100 per cent of the wages paid to the employee, whichever is the lower amount.	YBWS Wage Subsidy Placements must: <ul style="list-style-type: none"> offer at least a minimum average of 20 hours per week, and run for 26 weeks from the employment placement start date.
Participants aged 25 years and older commenced with Enhanced Services and ParentsNext Providers****	Yes	Eligible for the Workforce Australia Services Wage Subsidy (WASWS) after 12 months of Digital Services or six months of continuous provider-based employment services**	Under an WASWS Providers have the flexibility to offer an Employer up to a maximum of \$10,000 (GST inclusive) or 100 per cent of the wages paid to the employee, whichever is the lower amount.	Providers will have the flexibility to determine the WASWS Placement requirements, but the placement must offer: <ul style="list-style-type: none"> at least a minimum average of 15 hours per week, and a minimum of six weeks and a maximum of 26 weeks from the employment placement start date.

Notes:

*For Participants transitioning from pre-1 July 2022 employment services the period of continuous Digital Services may include participation in jobactive Online Employment Services and the New Employment Services Trial Digital services. A Participant's eligibility will not be affected if they exit and return to the service within an allowable break of 13 weeks.

**The period of continuous provider-based employment services can include participation in Workforce Australia Provider-Led Services, ParentsNext, Transition to Work. For Participants transitioning from pre-1 July 2022 employment services, the period of continuous provider-based employment services can also include participation in jobactive, Disability Employment Services, Community Development Program, New Employment Services Trial. A Participant's eligibility will not be affected if they Exit and return to the service within an allowable break of 13 weeks.

***Youth Bonus Wage Subsidy – if the Participant loses the wage-subsidised job through no fault of their own within six months of starting, they may return to a Provider and immediately be eligible for another YBWS or a WASWS should their eligibility change.

****ParentsNext Volunteer Participants commenced with a ParentsNext Provider are also eligible to attract wage subsidies when they have been receiving continuous provider-based employment services for the last six months.

24. Documentary Evidence requirements

Guideline section	Requirement	Additional evidence that must be retained (in electronic form, uploaded into ESS or hard copy)
Direct Registration	ParentsNext Direct Registration Form	Providers must retain a copy of completed ParentsNext Direct Registration Forms.
	Verifying a parent's identity	Providers must not retain copies of proof of identity documentation but must record on the Direct Registration Form that they have sighted the documentation specified in the ParentsNext Direct Registration Form. Note: Proof of identity checks involving the Provider sighting a parent's photographic identity must occur in person.
Appointments	Initial Interview – Privacy Notification and Consent	Where a participant chooses to sign, Providers must retain the signed Privacy Notification and Consent form. Providers must make a note on the Participant's record in the Department's IT Systems if the Participant chooses not to sign the Privacy Notification and Consent form.
Participation Plans	Participation Plans	Signed hard copies of Participation Plans.
Targeted Compliance Framework and Mutual Obligation Failures	Capability Interviews	In addition to the evidence recorded in the Department's IT Systems, evidence supporting the outcome of the Capability Interview could include: <ul style="list-style-type: none"> • prior notification of details provided to a Participant in relation to attending an Activity or Appointment with a Provider or third party • the format of the Notification (i.e. SMS, email or letter) • a record of a discussion with a Participant where it has been recorded in the 'Comments' screen in the Department's IT system, or • details of the incident, including dates, the parties involved and what occurred.
Managing work health and safety	Risk Assessments	Records of each risk assessment and any action taken in relation to the risk assessment.
	Incident Reports	A copy of all completed incident reports, regardless of whether an insurance claim is made in respect of an incident.
Activities	Activity Host Organisation Agreements	A signed copy of all Activity Host Organisation Agreements. A template is on the Provider Portal . The template is optional, and Providers may create their own Activity Host Organisation Agreement template.
	Statement of attainment or accredited Education	Evidence of statements of attainment or similar for accredited Education.
Participation Fund	Documentary Evidence requests from the Department	Providers must submit the Documentary Evidence retained for Participation Fund Reimbursements within 5 Business Days of any request by the Department to do so, in accordance with the Deed.
	Preconditions for Payment	Refer to clause 16 of the Deed for the general preconditions a Provider must meet to claim a Reimbursement.
	Prior to claiming Reimbursement	Providers must record the following information in the Department's IT Systems prior to claiming Reimbursement: <ul style="list-style-type: none"> • the supplier name and ABN or, if applicable, whether the payment was made to a Provider's Related Entity or Own Organisation • the total invoice amount and whether the payment was GST free • the date the supplier was paid • the Participant's Job Seeker Identification Number (JSID) • the date the good/s or service was provided to the Participant. Providers must record additional information in the Department's IT Systems for some Participation Fund categories. Additional requirements are listed in Appendix 1 – Participation Fund Categories and additional Documentary evidence requirements .
	Evidence to be retained for externally supplied services – applies to all claims for	If a Provider has paid an external supplier (this includes Participants) for a purchase, then the Provider must retain sufficient evidence that, in combination, clearly identifies:

	<p>externally supplied services, regardless of claim category</p>	<ul style="list-style-type: none"> • payment from the Provider to the supplier, which reflects payment in full or a zero outstanding balance. Suitable evidence includes: a remittance advice, record of transaction or a Tax Invoice, receipt, layby docket, internal billing documentation or purchase order that confirms payment in full • the date the supplier was paid • the supplier details (including ABN)—note, if the generic ABN is used for Participant Reimbursements or international businesses, then the supplier ABN is not required • the details of the items purchased and/or details of the service delivered • the Participant who received the goods or services (e.g. name or address) - Before disclosing Participant information, Providers must ensure that the Participant has provided their consent to the disclosure by having signed the ParentsNext Privacy Notification and Consent Form. • whether the purchase was GST inclusive or GST free. <p>If, in addition to the above:</p> <ul style="list-style-type: none"> • a supplier has authorised a third party to collect payments on their behalf (for example, Australia Post) and the Tax Invoice from that third party does not clearly identify the supplier or detail the items to be reimbursed, then the Provider must retain additional Documentary Evidence that includes this information (for example, a completed fork lift licence application, a completed working with vulnerable people application, or a utility bill) • a supplier charges a layby fee or credit card surcharge for a purchase and the fee or surcharge is charged separately (that is, does not appear on the Tax Invoice), then the Provider must retain additional Documentary Evidence that supports the total purchase cost to the Provider.
	<p>Evidence to be retained for externally supplied services – Tax Invoices</p>	<p>Providers should refer to the ATO website to determine what is considered a valid Tax Invoice. A Recipient Created Tax Invoice (RCTI) is considered valid if it contains all the information required of a Tax Invoice (except for the ABN, if the recipient is not registered for GST).</p> <p>A written agreement between the supplier and the recipient does not need to be supplied to the Department.</p>
	<p>Evidence to be retained for internally supplied services - applies to all claims for internally supplied services, regardless of claim category</p>	<p>If a Provider has delivered a service using the Provider’s Own Organisation or a Related Entity, then the Provider must retain sufficient evidence that, in combination, clearly identifies:</p> <ul style="list-style-type: none"> • the details of the supplier (including ABN) • the details of the items purchased and/or details of the service delivered • the date the service was paid • the Participant who has received the goods or services (e.g. name or JSID) • whether the purchase was GST inclusive or GST free. <p>Suitable evidence includes a Tax Invoice/receipt, internal billing documentation or purchase order.</p>
	<p>ABNs</p>	<p>If Documentary Evidence from a government organisation does not contain an ABN, and the Provider is unable to determine the government organisation’s ABN, the Provider may use the generic ABN 99 999 999 999.</p>
	<p>Additional Documentary Evidence requirements for Participation Fund categories</p>	<p>Refer to Appendix 1 – Participation Fund categories and additional Documentary Evidence requirements for the additional evidence requirements in relation to specific Participation Fund categories.</p>
<p>Relocation Assistance</p>	<p>Definition of a dependent</p>	<p>Where a Participant receives assistance to relocate with a dependent, the Provider must retain a file note outlining the reason for their approval, based on their assessment of the genuine dependency of the relationship.</p>
	<p>Claims for reimbursement</p>	<p>A Provider must retain sufficient items of evidence that in combination clearly identifies:</p> <ul style="list-style-type: none"> • prior payment from a Provider to the Participant or supplier which reflects payment in full or a zero outstanding balance • the details of the supplier (including ABN) • the details of the items purchased and/or details of the service delivered • whether the purchase was GST inclusive or GST free • if quotes were requested, copies of the quotes • the date the payment was made, and • if a prepaid card was purchased for the Participant, evidence that the card was issued to the Participant (for example, the date issued, amount, card reference number).

Vacancies and Placements	Sourcing Vacancies	<p>Where appropriate, Providers should assist Participants to identify and apply for suitable Vacancies. When sourcing Vacancies, Providers should:</p> <ul style="list-style-type: none"> consider a Participant’s family and personal circumstances, including child care and transport arrangements engage local Employers to understand their needs and identify job opportunities, including those with flexible working arrangements or within school hours.
	Checking the minimum wage	<p>Providers are not required to check the applicable minimum wage for Vacancies sourced by Participants. However, Providers should inform Participants starting new Employment about the National Minimum Wage and the Fair Work Ombudsman, including:</p> <ul style="list-style-type: none"> details of the latest National Minimum Wage rates how to access the Pay and Conditions Tool (calculate.fairwork.gov.au) and information about changes to the National Minimum Wage the Fair Work Ombudsman contact details, including how to access the Fair Work Ombudsman’s National Employment Standards webpage. <p>Providers must also provide Participants with a copy of the Minimum wages fact sheet available on the Fair Work Ombudsman website.</p>
Outcomes	Lodging a claim for an Education Outcome Payment	<p>Providers must retain Documentary Evidence (in electronic form or hard copy) in support of each Education Outcome at the time of submitting the claim. Acceptable forms of Documentary Evidence include a:</p> <ul style="list-style-type: none"> statement of attainment or an academic transcript issued by the training provider (Registered Training Organisation or university) confirming the Participant successfully completed the Education course or training, or signed and dated written statement or email from the training provider or university confirming the Participant successfully completed the Education course or training. <p>The Documentary Evidence must include:</p> <ul style="list-style-type: none"> the Participant’s name details of the training provider or university course/unit code (for VET courses this is as identified on the training.gov.au website) confirmation the Participant has successfully completed the Education course or training start and end date of the training.
	Permissible Breaks	<p>Providers must retain Documentary Evidence of each Permissible Break, which contains information provided by a Participant or their Employer confirming:</p> <ul style="list-style-type: none"> the Permissible Break in Employment, including the reason for the Permissible Break the duration of the Permissible Break, including the start and end dates that the Participant is employed in the same position following the Permissible Break. <p>All of the above information must be contained in a signed and dated written statement or email from the Employer or Participant.</p>
	Pay Slip Verified Outcome Payment	<p>Providers must obtain Documentary Evidence for the entire 12 Week Period to claim a Pay Slip Verified Outcome Payment. Acceptable documents include:</p> <ul style="list-style-type: none"> pay slips or a print-out from the Employer’s payroll software Employer payroll summary or Single Touch Payroll income statement Statutory Declarations or statements from, or with the authority of, the Participant’s Employer. Employer declarations or statements must include the Employer’s ABN and be sent from the Employer’s business email address. <p>Documentary Evidence can be derived from multiple documents if necessary. The document/s must contain the following information:</p> <ul style="list-style-type: none"> Employer’s and Participant’s name Employer’s Australian Business Number (ABN) (if applicable) payment period date of payment gross and net pay if the Participant is paid an hourly rate: <ul style="list-style-type: none"> the ordinary hourly rate the number of hours worked at that rate the total dollar amount of pay at that rate.

		<p>Providers must retain pays slips, payroll summaries, income statements or Employer statutory declarations or statements where information derived from these have been used to claim a Pay Slip Verified Outcome Payment.</p> <p>Providers must upload evidence of the Participant's Employer when they make a claim if there is inconsistent Employer information recorded in the Vacancy.</p> <p>Providers must upload all Documentary Evidence for Pay Slip Verified Outcome Payments for the entire 12 Week Period into the Department's IT Systems at the time of making the claim. Providers must upload Documentary Evidence even in instances where the Departments IT Systems present generic messaging suggesting uploading Documentary Evidence is optional.</p>
	Payslip Verified Outcome Payments for Unsubsidised Self-Employment	<p>Documentary Evidence for Unsubsidised Self-Employment may include, for the relevant 12 Week Period:</p> <ul style="list-style-type: none"> • a statement from a Certified Practising Accountant or Certified Accountant (e.g. a Profit and Loss Statement or a statement of earnings) relating to the Participant's Self-Employment, or • Australian Taxation Office records verifying the Participant's Self-Employment income. <p>The Documentary Evidence should show the Participant's Self-Employment has generated sufficient income (net of business expenses but inclusive of tax) to confirm the National Minimum Wage rate has been achieved for the required hours over the 12 Week Period.</p> <p>Providers must upload all Documentary Evidence for Pay Slip Verified Outcome Payments for the entire 12 Week Period into the Department's IT Systems at the time of making the claim. Providers must upload Documentary Evidence even in instances where the Departments IT Systems present generic messaging suggesting uploading Documentary Evidence is optional.</p>
Exemptions	Considering a Participant's request for an Exemption	<p>Where required, Providers must retain Documentary Evidence to support Exemptions decision, which may be uploaded into the Department's IT Systems. However, Providers must not retain a Participant's sensitive information (for example, medical information or Services Australia Income Statement information) unless the Participant has provided their consent via the Privacy Notification and Consent Form. File notes confirming the relevant evidence has been sighted may be used in lieu of retaining copies.</p>
	Granting or refusing an Exemption	<p>Providers must record what Documentary Evidence has been provided to support any decision made. Documentary Evidence must be provided to the Department within 10 Business Days of any request. All Documentary Evidence must be sufficiently detailed to allow a third party (including the Department) to review the decision, and be able to come to a decision either supporting or opposing the original decision.</p> <p>To ensure Providers are granting Exemptions in accordance with ParentsNext guidelines and Social Security Law, the Department will review Exemption decisions made by Providers, including Documentary Evidence, as part of ParentsNext Program Assurance Activities.</p>
	Provider Reconsideration and Departmental review	<p>Providers must keep all relevant Documentary Evidence in support of reconsidered Exemption decisions. However, Providers must not retain a Participant's sensitive information (for example, medical information or Services Australia Income Statement information) unless the Participant has provided their consent via the Privacy Notification and Consent Form. File notes confirming the relevant evidence has been sighted may be used in lieu of retaining copies.</p>
Transfers between providers	Transfer by Agreement form	<p>Providers must retain a signed and dated copy of the Transfer by Agreement form when agreeing for a Participant on their caseload to transfer to another Provider.</p>
Exits	Stable Employment Exit evidence	<p>Providers must retain evidence of the Participant's Employment hours and remuneration for a stable Employment Exit. This may include:</p> <ul style="list-style-type: none"> • reported earnings to Services Australia • pay slips • Employer payroll summary report or Single Touch Payroll income statement • PAYG summaries • bank statements • Employment contract • a letter from the Participant's Employer or contract agency.

25. System Steps

Guideline section	Requirement	Information that must be entered into the Department’s IT Systems
Referrals to ParentsNext	Time to Work Employment Service Participants Referred to ParentsNext	Providers need to schedule time for the facilitated transfer meeting in their Electronic Calendar using the ‘provider event’ option. Details of the Time to Work Participant’s Time to Work Provider are on the Referral History screen in the Department’s IT Systems.
Direct Registration	Eligibility for Volunteers	Providers must enter the information from the Direct Registration Form into the Department’s IT Systems, after confirming a parent’s eligibility for Direct Registration.
	Is the parent already registered?	Providers must conduct a Registration search in the Department’s IT Systems as part of the Direct Registration process, to determine whether the parent has an existing record containing relevant information, such as a Job Seeker Identification (JSID) number.
	Registration search	If a parent does not have a CRN linked to their record in the Department’s IT Systems, Providers must navigate to the Registration screen and link the parent’s CRN to their JSID to enable Services Australia to confirm/reject a parent’s eligibility as a Volunteer.
Assistance to Participants	Interpreter Services	Providers should record a Participant’s interpreter requirements on their record. Where a Provider refuses a Participant’s request for an interpreter, the Provider must record the reasons in the Comments section of the Participant’s record.
Appointments	Type and frequency of Appointments	Providers can set, if appropriate, PN Contact appointments as voluntary by selecting the ‘Mark as Voluntary’ check box that appears below the appointment type on the Create Provider Appointment screen.
	Initial Interview Requirements	Initial Interviews must be scheduled in the Department’s IT Systems (Electronic Calendar). Providers must record a Participant’s attendance at their Initial Interview in the Electronic Calendar by the close of business on the day of the Appointment to Commence the Participant. Providers must make a note on a Participant’s record if the Participant chooses not to sign the Privacy Notification and Consent form. Commence the Participant in the Department’s IT Systems and schedule the next Appointment. Providers must make a note on a Participant’s record if the Participant has a legal restriction in place excluding attendance at Appointments or certain Activities.
	Booking Appointments	Appointments must be scheduled in the Department’s IT Systems (Electronic Calendar). When booking Appointments into timeslots, Providers must set the date, start and end time, location and format of the Appointment.
	Rescheduling Appointments	Providers must record the reason for rescheduling an Appointment from a drop-down list in the Department’s IT Systems.
	Removing an Appointment	Providers must cancel an Appointment by recording the Appointment outcome as ‘No Longer Required’ in the Department’s IT Systems. Where appropriate, Providers should book a new Appointment for a future date and notify the Participant of their new Appointment.
	Recording Attendance results for Appointments	Providers must record a Participant’s attendance or non-attendance at Appointments in the Department’s IT System by close of business on the day of the scheduled Appointment, selecting one of the following codes, as appropriate: <ul style="list-style-type: none"> • Attended (ATT)—the Participant attended the Appointment. The Participant arrived on time and at the correct location, behaved appropriately and participated for the duration of the Appointment. • Did Not Attend Valid (DNAV)—the Participant did not attend or participate in the Appointment. The Provider determines the Participant had a Valid Reason. • Did Not Attend Invalid (DNAI)—the Participant did not attend or participate in the Appointment. The Provider determines the Participant did not have a Valid Reason, or the Provider could not contact the Participant. • Misconduct (MISC)—the Participant attended the Appointment but their behaviour was inappropriate and prevented the purpose of the Appointment from being successfully delivered or completed. • Rescheduled (RESC)—the Participant contacted the Provider before the required start time. The Provider determines the Participant had an Acceptable Reason and rescheduled the Appointment. • No Longer Required (NLR)—the Appointment is no longer required
	Third Party Appointments	Providers must enter third party appointments in the Electronic Calendar and provide formal notification if the appointment is a compulsory Requirement.

		Where a Participant’s attendance at a third party appointment leads to commencement of a new Activity, Providers must update their Participation Plan to include the new Activity and create a new Activity placement in the Department’s IT Systems.
Participation Plans	Participation Plans for Compulsory Participants	All Participation Plans have the code PA03 (Personal Responsibility to Report and Record Attendance) set as default. This code must be removed from a Participant’s Participation Plan if the Provider assesses they do not have the capability to report their own attendance.
	Think time	Providers must make a record in the Department’s IT system when a Participant elects to use think time. Providers should consider Exiting Volunteers who do not sign their Participation Plan within 10 Business Days.
	Participant Agreement – Hard Copy	Providers must record the date the Participant signed and approved the Plan in the Department’s IT Systems.
	Participant Agreement - Online	Providers can send a Participation Plan to a Participant’s Job Seeker Dashboard through the Department’s IT Systems.
	Launch into Work Placements	A Launch into Work activity type is available in the Activity Management section of the Department’s IT Systems. The Department will provide the relevant Activity ID to those Providers whose Participants are joining a Launch into Work Placement. Participation in Launch into Work program pre-employment projects should be included as a voluntary Activity in the Participant’s Participation Plan. Providers should record this Activity using the ET64 Work Preparation activity code . Providers are encouraged to use the Calendar to ensure conflicting appointments aren’t scheduled, by creating a personal event for the Participant using the ‘working casual / regular’ event type (note: even though participation in a project is not employment this is the only available event type)
Targeted Compliance Framework and Mutual Obligation Failures	Reschedule or remove Mutual Obligation Requirement	Where a Provider has a Deed obligation to reschedule or remove a Mutual Obligation Requirement, the Provider must select ‘No Longer Required’ or ‘Rescheduled’ (as appropriate) in relation to the Mutual Obligation Requirement in the Participant’s Electronic Calendar. This will either remove the Mutual Obligation Requirement from the Participant’s Electronic Calendar or allow the Mutual Obligation Requirement to be re-scheduled in the Participant’s Electronic Calendar. When the Provider selects ‘No Longer Required’ or ‘Rescheduled’ in relation to a Mutual Obligation Requirement in the Participant’s Electronic Calendar, the Provider must also select from the drop-down menu the description of the relevant Acceptable Reason which is most similar to the Participant’s Acceptable Reason as they described it to the Provider. A full list of these drop-down menu options can be found at Rescheduled , No-Longer Required and Requirement no longer needs to be met reason options supporting document. Note: The Provider must not use the options in the drop-down menus to prompt or elicit responses from the Participant.
	Recording a Valid Reason	When the Provider records that the Participant has a Valid Reason, the Provider must also select from the drop-down menu the description of the relevant Valid Reason which is most similar to the Participant’s Valid Reason as they described it to the Provider. By recording a reason that is Valid, the Provider is: <ul style="list-style-type: none"> finalising the Mutual Obligation Failure and preventing the payment suspension if the Participant’s income support payment has not yet been suspended lifting the Participant’s payment suspension if the Participant’s income support payment is suspended, and removing the relevant Demerit from the Participant’s record. A full list of these Valid Reason drop-down menu options can be found at Valid Reason assessment options supporting document.
	Valid Reason for Mutual Obligation Failure	On the day the Provider determines a Participant has a Valid Reason for a Mutual Obligation Failure: <ul style="list-style-type: none"> If the Provider has not already recorded an attendance result in relation to the relevant Mutual Obligation Requirement—the Provider must select ‘Did Not Attend—Valid’ in the Department’s IT Systems. If the Provider has already recorded ‘Did Not Attend—Invalid’ or ‘Misconduct’ in relation to the relevant Mutual Obligation Requirement—the Provider must select ‘Yes’ in response to the question of whether they accept the Participant’s given reason in the Department’s IT Systems.
	Recording failure to agree to Participation Plan	On the day the Provider determines a Participant has a Valid Reason for the Mutual Obligation Failure: <ul style="list-style-type: none"> the Provider must select ‘Yes’ on the Provider Re-engagement page in the Department’s IT Systems to indicate the Participant’s reason for failing to enter into a Participation Plan has been accepted. The system will prompt the Provider to record the reason the Participant provided.

		<ul style="list-style-type: none"> Once the Provider has recorded that the Participant has a Valid Reason, the Provider must then create a Provider Appointment for the Participant to attend within 2 Business Days after the day the Provider has recorded their assessment. If the Participant attends the Provider Appointment, the Provider must discuss the Participation Plan with the Participant. If the Participant does not attend the Provider Appointment to discuss the Participation Plan, this is a Mutual Obligation Failure, and the Provider must comply with their usual obligations regarding Mutual Obligation Failures.
	No Valid Reason for Mutual Obligation Failure – Electronic Calendar	<p>On the day the Provider determines a Participant does not have Valid Reason for a Mutual Obligation Failure:</p> <ul style="list-style-type: none"> If the Provider has not already recorded an attendance result in relation to the relevant Mutual Obligation Requirement—the Provider must select ‘Did Not Attend—Invalid’ in the Department’s IT Systems. If the Provider has already recorded ‘Did Not Attend—Invalid’ or ‘Misconduct’ in relation to the relevant Mutual Obligation Requirement—the Provider must select ‘No’ in response to the question of whether they accept the Participant’s given reason. The system will prompt Providers to record the reason the Participant provided.
	No Valid Reason for Mutual Obligation Failure – Participation Plan	<p>On the day that the Provider determines that a Participant does not have a Valid Reason for the Mutual Obligation Failure, the Provider must select ‘No’ on the Provider Re-engagement page in the Department’s IT Systems to indicate that the Participant’s reason for failing to enter into a Job Plan has not been accepted. The system will prompt Providers to record the reason the Participant provided.</p>
	Manually Removing Demerits	<p>When removing the Demerit, the Provider must record the reason for the removal in the Department’s IT Systems. A full list of these drop-down menu options can be found at Manual Demerit reason options supporting document.</p>
	Valid Reason to Not Meet Reconnection Requirement within 2 Business Days	<p>If the Provider considers that the Participant does have a Valid Reason, the Provider must select ‘Unable to Re-engage Within 2 Business Days’ on the Provider Re-engagement page in the Department’s IT Systems. If the Provider selects ‘Unable to Re-engage Within 2 Business Days’, the Provider must also select from the drop-down menu a description of the relevant Valid Reason that is most similar to the Participant’s Valid Reason as they described it to the Provider.</p>
	Provider not able to arrange or deliver the Reconnection Requirement within 2 Business Days	<p>In instances where the Provider is unable to arrange or deliver the Reconnection Requirement within 2 Business Days, the Provider must select ‘Re-engagement Not Required’ on the Provider Re-engagement page.</p>
	Compliance action no longer appropriate	<p>If that is the case, the Provider must record ‘Compliance action no longer appropriate’ on the Provider Re-engagement page.</p> <p>When selecting ‘Compliance action no longer appropriate’ as described above, the Provider must also select from the drop-down menu the description of the relevant reason which is most similar to the actual reason.</p> <p>A full list of these drop-down menu options can be found at Compliance Action No Longer Appropriate reason options supporting document.</p>
Capability Interviews	Circumstances where a Capability Interview does not need to be delivered face to face	<p>When scheduling the Capability Interview to be delivered via phone or videoconference, the Provider must record the allowable circumstance in the Department’s IT Systems.</p>
	Finalising Capability Interview	<p>The Capability Interview will be finalised when the Provider selects ‘submit’ in the Department’s IT Systems after completing the pre-interview check and recording all the relevant information during the Capability Interview (as discussed in Preparing to conduct a Capability Interview and Conducting the Capability Interview).</p>
	Unable to re-engage within two business days	<p>Providers must select ‘unable to re-engage within two Business Days’ in the Department’s IT Systems. The Department’s IT Systems will then prompt the Provider to schedule the Capability Interview within that 14 Business Day timeframe. This will lift the Participant’s payment suspension, but the requirement to attend the Capability Interview will still be outstanding on the Participant’s record.</p> <p>If the Provider selects ‘unable to re-engage within two Business Days’ in the Department’s IT Systems as referred to above, the Provider must also select a description of the relevant Valid Reason from the drop-down menu that will appear. In selecting a reason option from the drop-down menu, the Provider must select the option that is most similar to the Participant’s Valid Reason as they described it to the Provider. The Provider must not use the options in the drop-down menu to prompt or elicit responses from the Participant. A full list of the reasons that appear in the drop-down menu can be found at Unable to re-engage within two Business Days reason options supporting document.</p>
	When part-time or outreach services prevent delivery of the Capability Interview within 2 Business Days	<p>Providers must select ‘re-engagement not required’ in the Department’s IT Systems. This will lift the Participant’s Income Support Payment suspension, but the requirement to attend the Capability Interview will still be outstanding on the Participant’s record.</p> <p>The Provider must record the reason that re-engagement is not required in the Department’s IT Systems. The only drop-down menu option is ‘Part-time/outreach services’.</p> <p>The Provider must then manually schedule the Capability Interview in the Participant’s Electronic Calendar.</p>
	Pre-interview check	<p>Providers can access the pre-interview check in the Department’s IT Systems by selecting the relevant Capability Interview listed on the Targeted Compliance Framework/History screen.</p>

<p>Exemptions</p>	<p>Granting or refusing an exemption</p>	<p>Providers must record each Exemption request and decision in the Provider Exemptions section of the Department’s IT Systems, including the start and end date of the Exemption period. Once the request is recorded, a decision must be made within 20 business days, otherwise the Exemption will be automatically closed by the Department’s IT Systems.</p> <p>To meet the requirement to advise the Participant of an Exemption decision in writing, Providers must generate a letter from the Department’s IT Systems to notify the Participant of the Exemption decision.</p> <p>If a Participant chooses to participate in ParentsNext on a voluntary basis during an Exemption period, Providers must enter a volunteer period in the Department’s IT Systems to lift the Suspension.</p>
<p>Managing work health and safety</p>	<p>Completing incident reports</p>	<p>Providers must complete the ‘WHS Incident’ screen in ESS Web (under the Job Seeker menu) to report any work health and safety incidents, giving full details of the incident (irrespective of whether a claim is being made at the time).</p> <p>Providers will receive confirmation when the report is submitted, and a copy of the information will be sent to the Provider’s Provider Lead.</p> <p>Providers can report instances of misconduct or threatening behaviour on the ‘Job Seeker Incident Report’ screen in ESS Web, regardless of whether the incident is associated with a police report.</p> <p>Refer to the WHS Incidents and Insurance Readers Guide - Provider and Servicing Participants with Challenging Behaviours Guideline for more information on the incident reporting process.</p>
<p>Activities</p>	<p>Creating and referring to Activities</p>	<p>Providers need to create all Activities in the Department’s IT Systems. To refer a Participant to an Activity, Providers need to place the Participant in the relevant Activity by recording an Activity Placement against the Activity ID.</p> <p>When creating Activity Placements for Education or training courses, Providers must enter the Activity (course) and Placement details into the Department’s IT Systems within 112 calendar days of a Participant commencing in the Education or training, and include the following:</p> <ul style="list-style-type: none"> • Activity details <ul style="list-style-type: none"> ▪ full name of the course and course or unit code ▪ certificate/degree level ▪ weekly hours of details of the training institution and the name of the contact person/s. • Activity placement <ul style="list-style-type: none"> ▪ class contact or full-time study as defined by the training institution ▪ whether the Participant is attending full-time or part-time ▪ whether the training placement was arranged by the Provider or the Participant.
	<p>Participants in Education</p>	<p>Providers must make a note on the Participant’s record in the Department’s IT Systems after verifying a Participant’s PES status or Education enrolment.</p>
	<p>Completing Activities</p>	<p>Providers must update an Activity Placement in the Department’s IT Systems when the Activity ends. Providers need to record the reason and end date for the Participant’s placement records.</p> <p>For Education Activities, Providers need to record the outcome of the Education upon completion (for example, whether a certificate or statement of attainment was achieved).</p>
<p>Concurrent referrals</p>	<p>Referring to Transition to Work or Self-Employment Assistance</p>	<p>Providers must use the Referral screen in the Department’s IT Systems to refer a Compulsory Participant to TtW or Self-Employment Assistance.</p>
	<p>Eligibility for TtW</p>	<p>Providers must add a TtW volunteer flag to a Participant’s record before referring them to TtW. Providers do this on the Registration Details screen by selecting ‘add’ and choosing the TtW volunteer flag. An error message will display if the Participant does not meet the age requirement.</p>
	<p>Managing Compliance</p>	<p>Providers should use the off-calendar functionality in the Department’s IT Systems to record an employment service Activity to avoid creating attendance reporting requirements.</p>
<p>Participation Fund</p>	<p>Creating a commitment</p>	<p>Providers must create a commitment in the Commitment Details section, under the Participation Fund menu in ESS Web. The commitment must include information such as category, supplier details, purchase details, date paid, invoice details and Participant information.</p> <p>Categories are listed in Appendix 1 – Participation Fund Categories and additional Documentary Evidence requirements.</p>

	Claiming reimbursement – ABNs, GST and layby's	<p>Providers must enter the Australian Business Number (ABN) and name of the supplier into the Department's IT Systems for each eligible purchase. Providers must use the generic ABN (99 999 999 999) when reimbursing a Participant directly or when the supplier does not have an ABN (such as an international supplier).</p> <p>If Documentary Evidence from a government organisation does not contain its ABN, and the Provider is unable to determine the government organisation's ABN, the Provider may use the generic ABN 99 999 999 999.</p> <p>If a purchase includes both Goods and Services Tax (GST) inclusive and GST free items, then the Provider must submit separate claims (that is, one claim for the GST inclusive portion and one claim for the GST free portion).</p> <p>If a supplier has charged a layby fee or credit card surcharge for a purchase, then the Provider may claim Reimbursement for the full amount (that is, the cost of the item or service and the fee or surcharge).</p>
	Claims beyond 140 days from date of supplier payment	<p>Providers claiming Reimbursement beyond 140 days from the date the supplier is paid must do so via a system override. Please note that for claims to the Participation Fund for Wage Subsidies, claims must be made no later than 56 days from the end of the placement otherwise a system override must be conducted.</p> <p>Instructions for processing an override are on the Learning Centre>Resources>ESS Web>jobactive>Action Overrides, and ESS Web>Help>jobactive>Employment Fund>Search>Action Overrides.</p>
	Entering the correct dates	<p>Providers must enter the date they paid the supplier for the goods or services for each Reimbursement into the Department's IT Systems.</p> <p>A date of service/purchase is required against each individual Participant attributed to the Reimbursement. The Provider should select the most applicable date from either:</p> <ul style="list-style-type: none"> • the date the goods or items were given to the Participant • the date the Participant attended an Appointment, or • the date the Participant started in the linked Activity or Vacancy.
	Bulk Purchases	<p>Providers must enter the quantity of items purchased in a bulk purchase into the Department's IT System.</p> <p>Providers must fully acquit the bulk purchase by attributing the relevant portion of the cost to individual Participants in the Department's IT Systems.</p>
	Transferring credits	<p>Providers can use the Create Transfer screen under Administration in the Participation Fund section, to make a transfer of Participation Fund credits in the Department's IT Systems.</p>
Relocation Assistance	Claims for Reimbursement	<p>Providers must select 'Relocation Assistance Payment' from the 'Request Payments' menu option in the Department's IT Systems. Providers must add the JSID and Vacancy ID prior to lodging the payment.</p>
Vacancies and placements	Lodging Vacancies	<p>Providers should record Vacancies, including those found by a Participant, in the Department's IT Systems. A Vacancy and Placement is required to enable tracking of Employment Outcomes.</p> <p>Providers must enter a job description, Employer details, hours and salary when entering a Vacancy. Providers also need to select a Vacancy type from the following options:</p> <ul style="list-style-type: none"> • Apprenticeship • Commission • Pre-existing Employment • Normal position • Graduate • Seasonal • Traineeship • Self-Employment.

	Creating Placements	<p>The Placement start date must be recorded within 56 days of the Participant commencing Employment or Unsubsidised Self-Employment. Once a Placement for a Vacancy is created, the only fields that can be updated are:</p> <ul style="list-style-type: none"> • position • contact details • occupation category. <p>Providers can only create a Placement for Employment that starts within a Participant's Period of Registration.</p>
Outcomes	Tracking an Education Outcome	To track an Education Outcome, Providers must record a Participant's Education as an Activity and record an Activity placement.
	Lodging a claim for an Education Outcome Payment	Providers must upload Documentary Evidence in support of an Education Outcome Payment into the relevant section of the Department's IT Systems when lodging the claim. For claims yet to be paid, this is accessible via Payments > Available Payments > Outcome List. For claims that have been paid this is accessible via Payments > Claimed Payments > Payment Details.
	Tracking an Employment Outcome	To track an Employment Outcome, Providers must record a Vacancy in the Department's IT Systems and record the Participant's Placement start date.
	Permissible Breaks	Providers must enter Permissible Breaks on the Outcome Details screen in the Department's IT Systems. The minimum Permissible Break period is 2 weeks, even if the Participant's break was for a shorter period.
	Pay Slip Verified Outcomes – Average hours	Providers must enter the total hours worked for the 12 Week Period. An Employment Outcome Payment will be claimable if the Department's IT Systems finds this to be 15 hours per week or 30 hours per fortnight on average.
	Pay Slip Verified Outcomes – Documentary Evidence	Providers must upload Documentary Evidence for Pay Slip Verified Outcome Payments covering the entire 12 Week Period into the Department's IT Systems at the time of making the claim. Providers must upload Documentary Evidence even in instances where the Departments IT Systems present generic messaging suggesting uploading Documentary Evidence is optional.
Transfers	Action Transfer by Agreement	Providers must complete and submit the Transfer by Agreement form in the Department IT Systems (Transfer screen) when agreeing for a Participant of their caseload to transfer to another Provider.
Exits	Provider Exit for stable Employment	Providers can Exit a Participant in the Department's IT Systems from the Job Seeker Personal Summary Screen by selecting Manage Referral and actioning a Provider Exit.

All capitalised terms in this Guideline have the same meaning as in the ParentsNext Deed 2018–2024 (the Deed).

This Guideline is not a stand-alone document and does not contain the entirety of Employment Services Providers' obligations. It must be read in conjunction with the Deed and any relevant Guidelines or reference material issued by Department of Employment and Workplace Relations under or in connection with the Deed.