

# BACK TO WORK

## Growing Workforce Participation Fund

### Back to Work Program Terms and Conditions – Growing Workforce Participation Fund

1. In these terms and conditions, the following definitions apply unless a contrary intention appears:

<b><i>Applicant</i></b>	means the entity submitting the application
<b><i>Application</i></b>	means an application for the Growing Workforce Participation Fund
<b><i>Back to Work team</i></b>	means the officers of the Queensland Government that are responsible for administering the program
<b><i>Decision maker</i></b>	means the Queensland Government officer authorised to decide the application
<b><i>DESBT</i></b>	means the Department of Employment, Small Business and Training
<b><i>Eligible activity</i></b>	means an activity that meets the eligibility requirements in the guidelines
<b><i>Eligible provider</i></b>	means a provider that meets the eligible entity requirements in the guidelines
<b><i>Eligibility criteria</i></b>	means the criteria in clause 10
<b><i>Guidelines</i></b>	means the Back to Work Growing Workforce Participation Fund Guidelines for Funding 2021-22
<b><i>Initial payment</i></b>	means the first part payment of a Growing Workforce Participation Fund services agreement, calculated in accordance with the guidelines
<b><i>Later payment</i></b>	means a part payment of a Growing Workforce Participation Fund services agreement, that is not an initial payment, calculated in accordance with the guidelines
<b><i>Payment amount</i></b>	means the amount paid for an initial payment or later payment, whichever is relevant.
<b><i>Personal information</i></b>	means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion
<b><i>Privacy Collection Notice</i></b>	means the Privacy Collection Notice in clause 6
<b><i>Program</i></b>	means the Back to Work employment package, including various funding programs and supported services for both employers and jobseekers
<b><i>Required timeframe</i></b>	means the timeframe, set out in the guidelines, for lodging an application
<b><i>Required supporting documentation</i></b>	means the documents and information required to be submitted with an application, including documents and information submitted through the grant application portal in accordance with the guidelines, and documents and information requested by the Back to Work team under clause 8.
<b><i>Services Agreement</i></b>	means the agreement successful applicants enter into with DESBT



2. An applicant can only lodge one application.
3. If an application is approved and a Services Agreement entered into, the applicant will be paid the appropriate payment amount, by electronic funds transfer to the bank account nominated in the application.
4. If a Services Agreement cannot be completed, the applicant must notify the Back to Work team in writing of the date and reason for termination of the Services Agreement.
5. An applicant can only lodge a later payment application for a Services Agreement if all previous applications lodged by the applicant were approved.
6. **Privacy Collection Notice.** DESBT is collecting information submitted by applicants to this program (including personal information) for the following purposes:
  - assessing the applicant's eligibility to receive a payment amount under the program (including through sharing information with other State and Commonwealth Government agencies for verification and data matching purposes);
  - supporting the delivery of other program funding and support services;
  - verifying the applicant's compliance with the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*;
  - complying with DESBT's open data obligations; and
  - administering, monitoring, auditing, surveying, evaluating and promoting the program.

When an applicant applies under this program they must consent to DESBT collecting, using, disclosing and sharing the information collected for those purposes between themselves and with other state or Australian Government agencies, including:

- DESBT disclosing information collected to the Minister for Employment and Small Business and Minister for Training and Skills Development's office for publicity purposes including media releases, social media and other promotional material;
- DESBT disclosing information regarding successful applicants to Members of Parliament for publicity purposes including media releases, social media and other promotional material; and
- DESBT requesting information about the applicant from other state or Australian Government agencies to assist with information or identify verification and eligibility assessment.

DESBT will not disclose applicant's information except in accordance with this Privacy Collection Notice unless with the applicant's consent or as required by law. When submitting an application, the applicant will be required to expressly consent to the collection, use and disclosure of information, including personal information, for the purposes and to the organisations and agencies set out in the Privacy Collection Notice.

If you have any further questions regarding how DESBT will use your information, please contact DESBT via [corporate.legal@desbt.qld.gov.au](mailto:corporate.legal@desbt.qld.gov.au).

7. The Back to Work team may request additional information and documents from the applicant to help determine whether the eligibility criteria have been met. If the applicant does not provide the Back to Work team with the requested information and documentation, the decision maker may refuse the application.
8. The applicant acknowledges that all Queensland Government programs are subject to audit. All records related to any applications made by an applicant must be kept for a period of seven years after lodging the application and be provided to the Queensland Government on request. The records must also be kept in a way that is able to be readily produced if required.
9. An application may be refused if the decision maker is not satisfied that:
  - the applicant operates in a target location;
  - the applicant is an eligible provider;
  - the activity being funded is an eligible activity;

- the application was lodged within the required timeframe;
  - the applicant has submitted all required supporting documentation;
  - the applicant has not claimed funding for the eligible activity through other initiatives/programs;
  - there are no matters of public interest that would prevent the application from being approved.
10. The guidelines set out the process for an applicant to request a review of decision made in accordance with clause 10 to not approve an application.
11. The Back to Work team may request additional information from the applicant for ongoing monitoring, evaluation, reporting and compliance purposes and to support delivery of other program funding and support services. If the applicant receives a request for additional information under this clause, the applicant agrees to provide that information to the Back to Work team.
12. If, following payment of a payment amount, the decision maker:
- a) becomes aware of any matter; and
  - b) as a result of becoming aware, reasonably determines the eligibility criteria were not met for the payment amount.
- The decision maker may:
- a) give written notice to the applicant of that determination; and
  - b) require the applicant to repay the relevant payment amount.
13. If the applicant receives a notice under clause 13, the applicant agrees to repay the relevant payment amount to the Queensland Government.
14. The Queensland Government may set off any amounts payable by the applicant to the Queensland Government against a payment amount payable by the Queensland Government to the applicant.