



Australian Government

Department of Immigration and Border Protection

CONTRACT

for the provision of Status Resolution Support Services (SRSS)

between

COMMONWEALTH OF AUSTRALIA

as represented by the Department of Immigration and Border Protection

ABN 33 380 054 835

and

ADULT MULTICULTURAL EDUCATION SERVICES

ABN 49 056 993 913

This work is copyright. Apart from any use permitted under the Copyright Act 1968, no part may be reproduced by any process without the written permission of the Department of Immigration and Border Protection.

PARTIES

The **Commonwealth of Australia (Commonwealth)** as represented by the **Department of Immigration and Border Protection (Department or DIBP)** ABN 33 380 054 835 of 6 Chan Street BELCONNEN ACT 2617.

and

Adult Multicultural Education Services ABN 49 056 993 913 of Level 4 – 1 Little Collins Street, Melbourne Vic 3000 (**SRSS Provider**)

RECITALS

- A) The Commonwealth requires the provision of Status Resolution Support Services (**SRSS**) (**the Services**).
- B) The Commonwealth requires the SRSS Provider to provide the Services using an integrated service delivery model to eligible SRSS Recipients during their immigration status resolution process by:
 - a) delivering and co-ordinating accommodation, care and other support services to SRSS Recipients using a needs and risk based approach;
 - b) co-ordinating with other entities involved in the delivery of the SRSS Programme; and
 - c) providing the Services in a flexible manner so as to meet dynamic and changing policy requirements and unpredictable SRSS Recipient case loads.
- C) The Department issued Request For Tender No. **DIAC RFT 11-13** on **31 May 2013 (RFT)** for the Services.
- D) The SRSS Provider submitted a Tender in response to the RFT (**Tender**).
- E) The SRSS Provider has fully informed itself on all aspects of the work required to be performed and has offered to provide the Services in the manner set out in this Contract, which includes compliance with the SRSS Policy Advice Manual.
- F) The Department evaluated the Tender and in reliance on the representations made in the Tender and subsequent negotiations with the SRSS Provider, the Department has agreed to accept the SRSS Provider's offer to provide the Services upon the terms and conditions contained in this Contract.

PARTIES	3
OPERATIVE PROVISIONS	7
PART 1 - CONTRACT DETAILS	9
PART 2 - CONTRACT TERMS AND CONDITIONS	16
SECTION A - DEFINITIONS, INTERPRETATION AND TERM	16
1. DEFINITIONS.....	16
2. INTERPRETATION.....	16
3. PRIORITY OF DOCUMENTS	17
4. TERM	18
5. NATURE OF AGREEMENT.....	18
SECTION B - THE SERVICES	18
6. TRANSITION-IN REQUIREMENTS	18
7. PROVISION OF THE SERVICES	19
8. CONTRACT REGIONS.....	20
9. GENERAL OBLIGATIONS	20
11. COMPLIANCE WITH TENDERED REPRESENTATIONS	21
12. SERVICES STANDARDS.....	22
13. CO-OPERATION REQUIREMENTS	24
14. SRSS OPERATIONAL PROCEDURES MANUAL	25
15. DELIVERY	25
16. EXTRA SERVICES	26
17. LEASES.....	27
18. GOODS.....	27
19. DEPARTMENTAL ASSISTANCE	28
20. USE OF THE DEPARTMENT'S SYSTEMS	29
21. TRANSITION OUT OF SERVICES	29
22. OTHER APPROVED PLANS	30
23. PERFORMANCE MANAGEMENT	31
24. DEFECTIVE SERVICES OR DELIVERABLES.....	34
SECTION C - GOVERNANCE AND PERSONNEL	34
25. GOVERNANCE	34
26. UNINCORPORATED CONSORTIA	35
27. MANAGEMENT OF SERVICE PROVIDER PERSONNEL	35
28. SPECIFIED PERSONNEL.....	37
29. SUBCONTRACTING	37
SECTION D - REPORTING	38

30.	REPORTING	38
	SECTION E - PAYMENTS	39
31.	NO CHARGES TO SRSS RECIPIENTS.....	39
32.	CONTRACT CHARGES AND EXPENSES	39
33.	NOT USED	40
34.	INVOICES.....	40
35.	GST.....	41
36.	PUBLIC MONEY	42
37.	BENCHMARKING	42
	SECTION F - MATERIAL AND INTELLECTUAL PROPERTY RIGHTS	43
38.	COMMONWEALTH MATERIAL.....	43
39.	INTELLECTUAL PROPERTY - OWNERSHIP MODEL.....	43
40.	COMMONWEALTH OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS	44
41.	SRSS PROVIDER OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS	45
42.	INTELLECTUAL PROPERTY WARRANTY	45
43.	MORAL RIGHTS.....	46
	SECTION G - INFORMATION AND SECURITY	47
44.	CONFIDENTIAL INFORMATION	47
45.	PROTECTION OF PERSONAL INFORMATION	49
46.	SECURITY REQUIREMENTS	52
	SECTION H - RISKS	55
47.	DELAY AND EXCUSABLE EVENTS.....	55
48.	CONFLICT OF INTEREST	57
49.	RISK MANAGEMENT AND BUSINESS CONTINUITY	57
50.	WARRANTIES	58
51.	INDEMNITY.....	61
52.	LIABILITY	62
53.	GUARANTEES.....	63
54.	NOVATION AND CONTRACTING RIGHTS FOR SUBCONTRACTORS	63
55.	INSURANCE.....	64
56.	STEP-IN RIGHTS	64
	SECTION I - ACCESS AND AUDIT	66
57.	BOOKS AND RECORDS.....	66
58.	ACCESS TO PREMISES AND AUDITS.....	67
59.	ADDITIONAL ACCESS TO DOCUMENTS	70
	SECTION J - CHANGES TO THE CONTRACT, DISPUTES AND TERMINATION	70

60.	VARIATION OF THIS AGREEMENT.....	70
61.	DISPUTE RESOLUTION	71
62.	TERMINATION FOR DEFAULT	72
63.	TERMINATION FOR CONVENIENCE.....	73
	SECTION K - GENERAL	74
64.	COMPLIANCE WITH LAWS AND POLICIES.....	74
65.	NOTICES.....	75
66.	PROTECTION OF THE DEPARTMENT'S REPUTATION	75
67.	ASSIGNMENT AND NOVATION	77
68.	RELATIONSHIP OF THE PARTIES.....	77
69.	WAIVER	77
70.	GOVERNING LAW AND JURISDICTION	77
71.	PROPORTIONATE LIABILITY EXCLUDED	77
72.	ENTIRE AGREEMENT.....	78
73.	SEVERABILITY	78
74.	APPROVAL	78
75.	JOINT AND SEVERAL.....	78
76.	COSTS.....	79
77.	NO MERGER.....	79
78.	FURTHER ACTION	79
79.	COUNTERPARTS	79
	ATTACHMENT A (SCHEDULE OF SERVICES).....	81
	ATTACHMENT B (CONTRACT CHARGES AND EXPENSES).....	146
	ATTACHMENT C (CONFIDENTIAL INFORMATION).....	153
	ATTACHMENT D (CONTRACT CHANGE PROCESS).....	154
	ATTACHMENT E (MATERIAL)	155
	ATTACHMENT F (ADDITIONAL RISK MANAGEMENT MEASURES)	157
	ATTACHMENT G (COMMONWEALTH LAW AND POLICY REQUIREMENTS)	158
	ATTACHMENT H (PERFORMANCE GUARANTEE).....	167
	ATTACHMENT I (FINANCIAL UNDERTAKING).....	168
	ATTACHMENT J (SUBCONTRACTOR NOVATION DEED)	169
	ATTACHMENT K (CONFIDENTIALITY DEED).....	170
	ATTACHMENT L (GLOSSARY).....	173
	ATTACHMENT M (OFFICIAL ORDER)	198

OPERATIVE PROVISIONS

THE PARTIES AGREE as follows:

This Contract consists of:

- 1.1 the Contract Details in **PART 1**;
- 1.2 the Contract Terms and Conditions in **PART 2**; and
- 1.3 the following Attachments:
 - 1.3.1 Attachment A (Schedule of Services);
 - 1.3.2 Attachment B (Contract Charges and Expenses);
 - 1.3.3 Attachment C (Confidential Information);
 - 1.3.4 Attachment D (Contract Change Process);
 - 1.3.5 Attachment E (Material);
 - 1.3.6 Attachment F (Additional Risk Management Measures);
 - 1.3.7 Attachment G (Commonwealth Law and Policy Requirements);
 - 1.3.8 Attachment H (Performance Guarantee);

Not Used.

- 1.3.9 Attachment I (Financial Undertaking);
- 1.3.10 Attachment J (Subcontractor Novation Deed);
- 1.3.11 Attachment K (Confidentiality Deed);
- 1.3.12 Attachment L (Glossary); and
- 1.3.13 Attachment M (Official Order).

PART 1 - CONTRACT DETAILS

Item/Description	Clause Reference	Details
1. SRSS Provider details	1.1	<p>Adult Multicultural Education Services (GPO Box 4381, Melbourne Vic 3001) Level 4 – 1 Little Collins Street, Melbourne Vic 3000 ABN 49 056 993 913 <u>Services to be provided:</u> SRSS Consortium Management and Governance, services to Bands 1, 2, 3, 4, 5 and 6 clients in Victoria.</p> <p>Geelong Ethnic Communities Council Inc. (Diversitat) 153 Pakington Street Geelong West Vic 3218 ABN 29 252 806 279 <u>Services to be provided:</u> SRSS services to Bands 2, 3, 4, 5 and 6 clients in regional Victoria – Geelong area.</p> <p>FK Services Pty Ltd t/a Redback Settlement Services Unit 4 – 111 Lewis Road Knoxfield Vic 3180 ABN 94 104 707 299 <u>Services to be provided:</u> Transit assistance services in Victoria.</p>
2. SRSS Provider Representative	1.1	<p>s. 47F(1) [REDACTED] Chief Executive Officer Phone: s. 47F(1) [REDACTED] Mobile: s. 47F(1) [REDACTED] Email: s. 47F(1) [REDACTED] Fax: s. 47F(1) [REDACTED]</p>
3. Departmental Representative(s)	1.1	<p>Assistant Secretary Community Programmes Services Branch (or as otherwise advised by the Department) Email: s. 47E(d) [REDACTED]</p>
4. Commencement Date	1.1, 4.1	1 September 2014
5. Initial Term	1.1, 4.2	The Initial Term of the Contract is for a period until s. 47G(1)(a) [REDACTED].

Item/Description	Clause Reference	Details
6. Option Period	1.1, 4.2	<p>The Department may, at its sole discretion, extend the Contract by up to two additional periods of up to two years each after the end of the then current Term.</p> <p>The Department will Notify the SRSS Provider at least three months prior to the end of the then current Term of the exercise of any extension of the Term.</p>
7. Contract Region(s)	1.1, 8	Victoria

Item/Description	Clause Reference	Details
8. Specified Personnel	1.1, 28	<p>Contract Managers (a) s. 47F(1) – General Manager, Settlement & SRSS (b) s. 47F(1) – Senior Manager SRSS (c) s. 47F(1) – Acting SRSS Program Manager Regional Victoria Geelong, Diversitat (d) s. 47F(1) – Acting Operations Manager, Baptcare</p> <p>Program Coordinators (e) s. 47F(1) – SRSS Program Band Manager (f) s. 47F(1) – SRSS Program Band Manager (g) s. 47F(1) – SRSS Program Band Manager (h) s. 47F(1) – Acting Program Manager Out of Home Care (i) s. 47F(1) – SRSS Program Band Manager (j) s. 47F(1) – Client Band Team Leader (k) s. 47F(1) – Client Band Team Leader (l) s. 47F(1) – Client Band Team Leader (m) s. 47F(1) – Transit Assistance and Reception Coordinator (n) s. 47F(1) – Client Accommodation Manager (o) s. 47F(1) – Facilities and Accommodation Manager (p) s. 47F(1) – Manager Community Guides (HSS and ASP) (q) s. 47F(1) – Material Aid Broker ASP</p> <p>Contract Administrators (r) s. 47F(1) – General Manager Corporate Governance and Planning (s) s. 47F(1) – Senior Contracts and Business Manager SASP (t) s. 47F(1) – SASP Contracts Manager (u) – Business Manager Settlement (v) s. 47F(1) – Business Administrator ASP</p> <p>Financial Administrators and Managers (x) s. 47F(1) – CFO</p>

Item/Description	Clause Reference	Details
		<p>(y) s. 47F(1) – Finance Manager (Operating Divisions)</p> <p>(z) s. 47F(1) – Finance Manager CD, CAS and ASAS</p> <p>(aa) s. 47F(1) – Accountant CD, CAS and ASAS</p>
9. Subcontractors	1.1, 29	<p>(a) Baptcare Ltd 1193 Toorak Road Camberwell Vic 3124 ABN 120 69 130 463 <u>Services to be provided:</u> SRSS services to Band 2 clients in Victoria.</p> <p>(b) Ballarat Community Health (BCH) 710 Sturt Street Ballarat Vic 3350 ABN 98 227 492 950 <u>Services to be provided:</u> SRSS services to Bands 4, 5 and 6 clients in regional Victoria – Ballarat.</p> <p>(c) Bendigo Community Health Services 171 Hargreaves Street Bendigo Vic 3552 ABN 76 026 154 968 <u>Services to be provided:</u> SRSS services to Bands 4, 5 and 6 clients in regional Victoria – Bendigo.</p> <p>(d) Mallee Family Care PO Box 1049 Swan Hill Vic 3585 ABN 32 085 588 656 <u>Services to be provided:</u> SRSS services to Bands 4, 5 and 6 clients in regional Victoria – Swan Hill.</p> <p>(e) New Hope Foundation 40 Grattan Street Pahran Vic 3181 ABN 97 929 588 990 <u>Services to be provided:</u> SRSS services to Band 6 clients in Victoria – West and South East Melbourne.</p> <p>(f) Spectrum Migrant Resource Centre Inc 251 High Street</p>

Item/Description	Clause Reference	Details
		<p>Preston Vic 3072 ABN 38 080 845 787 <u>Services to be provided:</u> SRSS services to Band 6 clients in Victoria – Northern Melbourne.</p> <p>(g) Springvale Community Aid & Advice Bureau (SCAAB) 5 Osborne Avenue Springvale Vic 3171 ABN 54 532 283 359 <u>Services to be provided:</u> SRSS services to Band 6 clients in Victoria – South East Melbourne.</p> <p>(h) Sunraysia Mallee Ethnic Communities Council Inc (SMECC) 38-40 Madden Avenue Mildura Vic 3502 ABN 37 282 486 762 <u>Services to be provided:</u> SRSS services to Bands 4, 5 and 6 clients in regional Victoria – Sunraysia Mallee.</p> <p>(i) Kildonan UnitingCare (KUC) 219-225 Wyndham Street Shepparton Vic 3632 ABN 11 805 856 055 <u>Services to be provided:</u> SRSS services to Bands 4, 5 and 6 clients in regional Victoria – Shepparton.</p>
10. Intellectual Property Rights – Ownership of Contract Material	39, 40, 41	<p><input checked="" type="checkbox"/> clause 40 (Commonwealth Ownership of Intellectual Property Rights in Contract Material) is to apply</p> <p><input type="checkbox"/> clause 41 (SRSS Provider Ownership Intellectual Property Rights in Contract Material) is to apply</p>
11. Limitation of liability – cap	52	Not applicable
12. Limitation of liability – limitation on types of liability	52.2	Not applicable

Item/Description	Clause Reference	Details
13. Limitation of liability – if not per occurrence	52.3	Not applicable
14. Insurances and quantum of insurance	55	<p>Public liability insurance for an insured amount of s. 47G(1) per occurrence.</p> <p>Products liability insurance for an insured amount of s. 47G(1) per occurrence and not less than s. 47G(1) in aggregate.</p> <p>Professional indemnity (or errors and omissions insurance) for an insured amount of s. 47G(1) per occurrence and not less than s. 47G(1) in aggregate.</p> <p>Workers compensation as required by law.</p> <p>Comprehensive motor vehicle insurance of not less than s. 47G(1).</p> <p>Voluntary group accident schemes set amount according to injury.</p> <p>The professional indemnity or errors and omissions insurance must be maintained for a period of 7 years after the end of the Term.</p>
15. Address for Notices	65	<p>Department Assistant Secretary Community Programmes Services Branch Department of Immigration and Border Protection (PO Box 25, Belconnen ACT 2617) 6 Chan Street, Belconnen ACT 2617 Email: s. 47E(d)</p> <p>SRSS Provider: s. 47F(1) Chief Executive Officer Adult Multicultural Education Services (AMES) (GPO Box 4381, Melbourne Vic 3001) Level 4 – 1 Little Collins Street, Melbourne Vic 3000 Email: s. 47F(1)</p>

Item/Description	Clause Reference	Details
16. Governing Law	70	Australian Capital Territory

PART 2 - CONTRACT TERMS AND CONDITIONS

SECTION A - DEFINITIONS, INTERPRETATION AND TERM

1. DEFINITIONS

Definitions

1.1 In this Contract, except where the contrary intention is expressed, the definitions set out in the Glossary in Attachment L (Glossary) apply.

2. INTERPRETATION

2.1 In this Contract, except where the contrary intention is expressed:

- 2.1.1 the singular includes the plural and vice versa, and a gender includes other genders;
- 2.1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 2.1.3 a reference to a clause, paragraph, Attachment, Schedule or Annexure is to a clause or paragraph of, or attachment, schedule or annexure to, this Contract as the context requires, and a reference to this Contract includes any Attachment, Schedule or Annexure;
- 2.1.4 any Schedules, Attachments and Annexures to this Contract form part of this Contract as the case may be;
- 2.1.5 a reference to a clause includes a reference to a subclause of that clause;
- 2.1.6 a reference to any agreement or schedule or annexure is to that agreement or schedule or annexure as amended, novated, supplemented or replaced;
- 2.1.7 a reference to a document, publication, Commonwealth policy or instrument is a reference to the document, publication, Commonwealth policy or instrument as altered, supplemented or
- 2.1.8 a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise;
- 2.1.9 a reference to time is to the time in the place where the Obligation is to be performed or, to the extent that there is any uncertainty, to the time in the Australian Capital Territory;
- 2.1.10 a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- 2.1.11 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- 2.1.12 if the SRSS Provider is a trustee, the SRSS Provider enters this Contract personally and in its capacity as trustee and warrants that it has the power to perform its Obligations under this Contract;
 - 2.1.13 a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - 2.1.14 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
 - 2.1.15 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Contract or any part of those documents;
 - 2.1.16 if a day on or by which an Obligation must be performed or an event must occur is not a Business Day in the relevant location, the Obligation must be performed or the event must occur on or by the next Business Day in that location; and
 - 2.1.17 headings are for ease of reference only and do not affect interpretation.
- 2.2 To the extent that the Parties have not completed an item the Contract Details or an Attachment is blank, unless otherwise stated in this Contract, that item or Attachment will be taken to be 'not applicable' for the purpose of this Contract.

3. PRIORITY OF DOCUMENTS

- 3.1 If there is any inconsistency between the provisions of this Contract, a descending order of precedence will be accorded to:
- 3.1.1 the Contract Details;
 - 3.1.2 the Contract Terms and Conditions;
 - 3.1.3 Attachment A (Schedule of Services);
 - 3.1.4 Attachment B (Pricing Schedule);
 - 3.1.5 the other Attachments to this Contract;
 - 3.1.6 any Schedules or Annexures to this Contract;
 - 3.1.7 the SRSS Operational Procedures Manual;
 - 3.1.8 any plans or other documents required to be developed in accordance with this Contract; and
 - 3.1.9 any document incorporated by express reference as part of this Contract,
- so that the provision in the higher ranked document will, to the extent of the inconsistency, prevail.

4. TERM

Initial Term

4.1 This Contract commences on the Commencement Date and continues for the Initial Term unless:

4.1.1 extended in accordance with clause 4.2; or

4.1.2 terminated earlier in accordance with clauses 62 or 63.

Option to extend Initial Term

4.2 The Initial Term may be extended by the Department in its absolute discretion for up to two additional periods of up to s. 47G(1) each (as specified in Item 6 of the Contract Details) (each an **Option Period**), on the terms and conditions then in effect, by giving Notice to the SRSS Provider. Such Notice must be given:

4.2.1 s. 47G(1)(a) or

4.2.2 if another period is specified in Item 6 of the Contract Details, that period,

before the end of the then current Term.

4.3 Any extension exercised in accordance with clause 4.2 takes effect from the end of the then current Term.

5. NATURE OF AGREEMENT

5.1 The Parties have entered into this Contract in consideration of the:

5.1.1 SRSS Provider having the opportunity to perform the Services in accordance with the processes and requirements set out in this Contract;

5.1.2 SRSS Provider providing the other Services specified in this Contract; and

5.1.3 Contract Charges.

SECTION B - THE SERVICES

6. TRANSITION-IN REQUIREMENTS

6.1 The SRSS Provider must prepare, implement and comply with:

6.1.1 the approved Contract Transition In Plan in accordance with the Schedule of Services; and

6.1.2 any other requirements that must be performed during the Contract Transition In Period as set out in the Schedule of Services,

to ensure the SRSS Provider can start providing the Services by the Effective Date.

- 6.2 The Department may refer SRSS Recipients to the SRSS Provider before the Effective Date if the Department considers that the SRSS Provider is capable of receiving referrals and adequately performing the Services during the Contract Transition In Period. In such circumstances, the SRSS Provider must perform the Services in relation to any referred SRSS Recipient in accordance with this Contract from the date of that referral.

7. PROVISION OF THE SERVICES

- 7.1 Subject to clause 6 and any other Obligation required to be met before the Effective Date, the SRSS Provider must meet its Obligations specified in this Contract including:

7.1.1 performing the Services; and

7.1.2 providing the Contract Material, Documentation and other Deliverables,

specified in, and in accordance with this Contract (including Attachment A (Schedule of Services)) including so as to meet or exceed the Performance Measures from the Effective Date.

- 7.2 The SRSS Provider must:

7.2.1 perform the Services as specified in Attachment A (Schedule of Services) to the satisfaction of the Department;

7.2.2 perform the Services in accordance with, and so as to meet, the principles and objectives set out in Attachment A (Schedule of Services);

7.2.3 comply with all representations made to the Department by the SRSS Provider in relation to the standards, content, quality and timing of the Services (including in accordance with clause 11 and the Schedule of Services);

7.2.4 provide all reasonable assistance consistent with the SRSS Provider's Obligations under this Contract and required by the Department;

7.2.5 comply with the time frames specified in this Contract, Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual, or as Notified by the Department; and

7.2.6 submit invoices, and any supporting documents, in the manner specified in clause 34.

- 7.3 The SRSS Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:

7.3.1 involvement by the Department in the provision of the Services;

7.3.2 approval by the Department of any plans;

7.3.3 payment made to the SRSS Provider on account of the Services;

- 7.3.4 subcontracting of the Services; or
- 7.3.5 acceptance by the Department of replacement Personnel.

8. CONTRACT REGIONS

- 8.1 The SRSS Provider must provide the Services in the Contract Region(s) identified in Item 7 of the Contract Details.
- 8.2 The Department and the SRSS Provider may agree in writing to change the Contract Region(s) identified in Item 7 of the Contract Details (or the applicable boundaries of the Contract Region(s)), by undertaking the formal variation processes described in clause 60 (Variation of this Agreement).
- 8.3 The SRSS Provider acknowledges and agrees that:
 - 8.3.1 the Department is not obliged to purchase the Services only from the SRSS Provider;
 - 8.3.2 other entities may provide the Services or other components of the SRSS Programme in the Contract Region or other regions in Australia as the case may be; and
 - 8.3.3 there is no guarantee of any particular number of SRSS Recipients which will be referred to the SRSS Provider or to which the Services must be provided in the Contract Region.
- 8.4 The SRSS Provider acknowledges and agrees that the Department may, at any time, acquire services that are the same as or similar to the Services from any other person on such terms and conditions as may be agreed between the Department and that other person.
- 8.5 The SRSS Provider acknowledges and agrees that the Department may, in its absolute discretion and at any time, transfer an SRSS Recipient from the SRSS Provider to an alternative service provider in any Contract Region (including within the Contract Region identified in Item 7 of the Contract Details). The SRSS Provider must, at no additional cost, assist the Department if requested to facilitate the transfer of the SRSS Recipient to an alternative service provider.
- 8.6 If the SRSS Provider is not in a position to accept a referral of an SRSS Recipient by the Department, it may seek a written exemption from the Department and must provide reasons for its request. The Department will not unreasonably refuse any such request provided an alternative service provider is available in the Contract Region. The SRSS Provider must, at no additional cost, assist the Department if requested to facilitate the transfer of the referral to an alternative service provider.

9. GENERAL OBLIGATIONS

- 9.1 The SRSS Provider must:
 - 9.1.1 without limiting clause 13, act reasonably and cooperatively in performing its Obligations and exercising its rights under this Contract;

- 9.1.2 without limiting clause 13, act reasonably and cooperatively with Other Providers in performing its Obligations under this Contract;
- 9.1.3 diligently perform its Obligations under this Contract;
- 9.1.4 perform the Services and all such functions as may be incidental to the delivery of the Services in a manner that advances and promotes the requirements, principles and objectives of the SRSS Programme as described in Attachment A (Schedule of Services);
- 9.1.5 perform its Obligations under this Contract in a manner that is responsive to the changing needs and environment of the Department and government requirements, as communicated to the SRSS Provider by the Department; and
- 9.1.6 continuously seek to improve the quality and effectiveness of the performance of its Obligations under this Contract including in accordance with any specific requirements set out in Attachment A (Schedule of Services).

10. COMPLIANCE WITH DIRECTIONS

- 10.1 Without limiting any other Obligation in this Contract, the SRSS Provider must, and must ensure that its Subcontractors, liaise with, and comply with any directions given by the Departmental Representative(s), provided those directions are not inconsistent with the Contract. Without limiting this, if a direction could be implemented in more than one way the SRSS Provider must seek the Department's direction as to how those directions must be implemented.
- 10.2 Without limiting clause 10.1, the types of directions that may be given by the Departmental Representative(s) or the Department include directions in relation to:
 - 10.2.1 which Services require the Department's approval before they are performed by the SRSS Provider;
 - 10.2.2 the cessation of Services to an SRSS Recipient for any reason whatsoever, as determined by the Department in its sole discretion;
 - 10.2.3 the SRSS Provider's co-operation requirements with Other Providers and other governance, performance management and reporting arrangements;
 - 10.2.4 the SRSS Provider's communication and interaction with SRSS Recipients and the Department; and
 - 10.2.5 which costs and payments require the Department's approval before they are incurred or paid by the SRSS Provider, including the payment of money to SRSS Recipients.

11. COMPLIANCE WITH TENDERED REPRESENTATIONS

- 11.1 To the extent that:
 - 11.1.1 the SRSS Provider's Tender sets out how it would perform the Services set out in this Contract, or the standards to which those Services would be

provided or any other representations about the provision of the Services by the SRSS Provider; and

11.1.2 this information has not been subsequently incorporated into this Contract,

then, subject to any direction by the Departmental Representative(s), the SRSS Provider must manage and perform the Services in accordance with, and to the standards set out in, its Tender; and

11.1.3 within the Contract Charges, to the extent that to do so is not inconsistent with this Contract.

12. SERVICES STANDARDS

12.1 Without limiting specific provisions of this Contract, in providing the Services the SRSS Provider must ensure:

12.1.1 in relation to any Services provided, that the SRSS Provider:

- (a) performs the Services to a high professional standard, with due care and skill, to the best of the SRSS Provider's knowledge and expertise and in accordance with relevant best practice, including any Commonwealth, State and Territory and industry standards and guidelines specified in Attachment A (Schedule of Services), the SRSS Operational Procedures Manual and Attachment G (Commonwealth Law and Policy Requirements);
- (b) provides the Services so that they are fit for purpose;
- (c) performs the Services to the satisfaction of the Departmental Representative(s) and in a manner that meets or exceeds the Performance Measures;
- (d) performs the Services in a manner that:
 - (i) is consistent with and meets the SRSS Provider's Duty of Care to SRSS Recipients; and
 - (ii) is consistent with and would not put the Department in breach of, the Department's Duty of Care to SRSS Recipients; and
- (e) complies with all Laws and codes relevant to the performance of the Services including any applicable State, Territory and national building codes, licensing Obligations and work health and safety legislation;

12.1.2 in relation to any Goods required to be provided by the SRSS Provider (including to SRSS Recipients):

- (a) that they meet the requirements specified in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;

- (b) that they are fit for purpose;
 - (c) that all fittings, furnishings and other items it provides or arranges for the use by SRSS Recipients are in good repair and condition, clean and comply with all applicable Australian Standards as published by Standards Australia and other applicable Laws (at the date of provision to SRSS Recipients);
- 12.1.3 in relation to any accommodation it provides or arranges for SRSS Recipients:
- (a) that it is in good repair and condition, clean, fit for purpose and complies with all applicable building regulations and other applicable Laws (at the date SRSS Recipients enter into occupation); and
 - (b) that it meets the requirements specified in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
- 12.1.4 in relation to any Documentation provided, that it:
- (a) is fit for purpose and meets the requirements in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
 - (b) is written in English (unless another language is specified in Attachment A (Schedule of Services));
 - (c) is current, complete and accurate;
 - (d) adequately explains key terms and symbols; and
 - (e) is of such a nature and quality that it might reasonably be expected to achieve or satisfy the SRSS Provider's Obligations under this Contract; and
- 12.1.5 in relation to any Contract Material or other Deliverable provided, that it:
- (a) is fit for purpose and meets the requirements in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
 - (b) is complete and accurate;
 - (c) is of such a nature and quality that it might reasonably be expected to achieve or satisfy the SRSS Provider's Obligations under this Contract;
 - (d) complies with the highest relevant commercially acceptable standards and best practice including, at a minimum, to any Departmental, Commonwealth or industry standards and guidelines specified in Attachment A (Schedule of Services); and

- (e) is supplied with due skill and care and to the best of the SRSS Provider's knowledge and expertise and in accordance with all Laws applicable to the SRSS Provider or the Deliverable.

13. CO-OPERATION REQUIREMENTS

- 13.1 The SRSS Provider must, and must ensure that its Personnel:
 - 13.1.1 liaise and co-operate with the Department and Other Providers engaged by the Department connection with the SRSS Programme:
 - (a) so that the Department is able to successfully deliver the SRSS Programme;
 - (b) to support each SRSS Recipient through the SRSS Recipient's immigration resolution processes; and
 - (c) to ensure the proper performance of the Services by the SRSS Provider as required by this Contract; and
 - 13.1.2 co-ordinate its activities and performance of the Services so as to support and facilitate, in the Department's best interests, the timely and efficient completion of all work and other activities to be performed for the Department by any person.
- 13.2 Without limiting its Obligations under this clause 13, the SRSS Provider must comply with any specific co-operation and governance Obligations as requested by the Department.
- 13.3 If, during the SRSS Provider's performance of its Obligations under this Contract, any issue arises that is caused by an Other Provider, the SRSS Provider must, at no additional cost to the Department, work with the Other Provider(s) to ensure the problem is resolved in a timely manner, without affecting the SRSS Provider's Obligations under this Contract.
- 13.4 The SRSS Provider must promptly respond to requests for information, assistance or support from Other Providers, as requested by the Department.
- 13.5 The Department may, at any time, itself perform or retain third parties to perform any part of the Services. To the extent that the Department performs any part of the Services itself, or retains a third party to do so, the SRSS Provider must cooperate with the Department or the third party to ensure that the Services are carried out in a co-ordinated, effective and timely manner, including by:
 - 13.5.1 providing access to all Materials, Personnel, accommodation and facilities necessary for the Department or the third party to perform the Services, subject to the SRSS Provider's reasonable security requirements and procedures as specified in this Contract;
 - 13.5.2 providing any information regarding the Services which a person with reasonable technical and commercial skills and expertise would find reasonably necessary for the Department or the third party to perform the Services; and

13.5.3 providing any assistance to the Department or the third party as required to:

- (a) otherwise perform the Services; and
- (b) agreeing on procedures with the Department and Other Providers for the division of responsibilities in relation to the Services and functions that may overlap between the SRSS Provider and Other Providers.

13.6 Nothing in this clause 13 relieves the SRSS Provider of any of its Obligations to provide the Services in accordance with this Contract.

14. SRSS OPERATIONAL PROCEDURES MANUAL

14.1 The Department will develop an SRSS Operational Procedures Manual that will provide guidance and outline the procedural requirements to implement the SRSS Programme including:

- 14.1.1 the processes that must be followed when performing the Services;
- 14.1.2 additional standards that must be met when providing the Services; and
- 14.1.3 any limitations or restrictions that may apply to the Services (including applicable financial limits and costs and payments that require the Department's approval before they are incurred or paid by the SRSS Provider).

14.2 The SRSS Provider must comply with the SRSS Operational Procedures Manual.

14.3 The Department may amend the SRSS Operational Procedures Manual at any time.

14.4 The Department will Notify the SRSS Provider of any updates to the SRSS Operational Procedures Manual through the Departmental Representative specified in Item 3. The SRSS Provider must not comply with any updated SRSS Operational Procedures Manual unless it has been provided to it by the Departmental Representative (or the person who is authorised by the Department to act in that position).

14.5 If the SRSS Provider identifies any inconsistency between the SRSS Operational Procedures Manual and any part of this Contract, including Attachment A (Schedule of Services), it must promptly Notify the Department.

15. DELIVERY

15.1 The SRSS Provider must perform and deliver the Services and the Deliverables at:

- 15.1.1 the times and in the manner specified in this Contract including Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual; or
- 15.1.2 any later times that the Department Notifies to the SRSS Provider.

15.2 The SRSS Provider must continue to provide the Services to each SRSS Recipient in accordance with Attachment A (Schedule of Services) until:

15.2.1 such time that:

- (a) the Department Notifies the SRSS Provider to cease the Services to that SRSS Recipient; or
- (b) the SRSS Recipient is transferred to an Other Provider in accordance with Attachment A (Schedule of Services); or

15.2.2 the Services are required to be ramped down or transferred to the Department or its nominee in accordance with the approved Contract Transition Out Plan and Attachment A (Schedule of Services).

16. EXTRA SERVICES

Quotation

16.1 If the Department requires Extra Services from the SRSS Provider under this Contract it may:

- 16.1.1 request from the SRSS Provider a written quotation, proposal, tender or other information relevant to the required Extra Services;
- 16.1.2 conduct any discussions and negotiations with the SRSS Provider that the Department requires in order to reach agreement with the SRSS Provider on all matters relevant to the Extra Services; and
- 16.1.3 mutually determine with the SRSS Provider the contents of an Official Order in writing relating to the Extra Services.

Ordering Extra Services

16.2 If the Department requires Extra Services, the Department will submit an Official Order to the SRSS Provider in the form set out in Attachment M (Official Order) or as otherwise Notified by the Department that specifies the Extra Services it requires, the corresponding Contract Charges and any other requirements.

16.3 Following the issue of an Official Order in the agreed form:

- 16.3.1 the authorised representatives of both Parties will sign the Official Order;
- 16.3.2 the terms of this Contract will apply to the Extra Services, subject to any specific provisions set out in the Official Order;
- 16.3.3 the Extra Services specified in the Official Order will form part of the Services to be provided by the Service Provider; and
- 16.3.4 the SRSS Provider must provide the Extra Services in accordance with the Official Order and the terms and conditions of this Contract.

- 16.4 If there is any inconsistency between the terms and conditions of this Contract and an Official Order, the terms and conditions of this Contract will prevail to the extent of any inconsistency.
- 16.5 The Department is not liable for any Extra Services undertaken or additional expenditure incurred by the SRSS Provider unless the Extra Services are the subject of an Official Order that has been signed by the Department.

17. LEASES

- 17.1 The SRSS Provider must ensure that any leases entered into in respect of the Contract:
- 17.1.1 do not bind or name the Commonwealth;
 - 17.1.2 do not extend for a period that exceeds the Term (unless otherwise agreed by the Department before the commitment beyond the Term is entered into); and
 - 17.1.3 otherwise comply with the requirements of the Contract, including clause 54.5.
- 17.2 The Department will not pay the SRSS Provider any costs (and will not be liable for any costs) in relation to any make good or restoration of damage obligations under any lease entered into by the SRSS Provider or otherwise in relation to this Contract (whether such costs relate to commercial or, subject to clause 17.4, residential premises) including costs in relation to:
- 17.2.1 the removal of fittings and alterations;
 - 17.2.2 the storage or disposal of fittings and alterations; and
 - 17.2.3 repairing any damage.
- 17.3 If this Contract is terminated or reduced in scope for any reason, the Department is not required to pay any make good or restoration of damage costs as part of any expenses payment in relation to the termination or reduction in scope.
- 17.4 In the case of make good costs to residential premises, the Department may (but is not obliged to) agree to pay these costs where the SRSS Provider has made alterations to the premises at the request of the Department. Any such arrangement must be agreed to by the Department, in writing, at the time the Department requests the SRSS Provider to make alterations to the premises.

18. GOODS

Ownership and warranty

- 18.1 Where Attachment A (Schedule of Services) or the SRSS Operational Procedures Manual indicates that Goods provided to an SRSS Recipient may be retained by that SRSS Recipient, the SRSS Provider must ensure, and do all things necessary to ensure, that ownership of those Goods:

- 18.1.1 vests in the SRSS Recipient upon provision of the Goods to the SRSS Recipient; and
- 18.1.2 at the time ownership of the Goods passes to the SRSS Recipient, those Goods are free of any registered or unregistered charge, lien, mortgage, security, or other encumbrance.

Risk of loss of, or damage to Goods

- 18.2 The SRSS Provider acknowledges, agrees and must ensure that if it provides Goods to SRSS Recipients, the risk of loss of, or damage to, the Goods resides with the SRSS Provider until the Goods have been supplied to the SRSS Recipient in accordance with this Contract.
- 18.3 The SRSS Provider must ensure that the SRSS Recipient obtains the benefits of any warranties applicable to the Goods regardless as to whether the SRSS Recipient has title in those Goods.

Return of Goods

- 18.4 The Department may require the SRSS Provider to replace any Goods provided to an SRSS Recipient, at no additional cost to the Department, if they have not been provided in accordance with this Contract.
- 18.5 If the Department Notifies the SRSS Provider that the SRSS Provider must replace Goods, the SRSS Provider must promptly arrange for collection and replacement of those Goods in consultation with the SRSS Recipient, at the SRSS Provider's risk.
- 18.6 Clauses 18.4 and 18.5 apply irrespective of whether the title in the Goods or other Deliverables has passed to the SRSS Recipient. However, if the SRSS Recipient does not consent to the Goods being replaced, the SRSS Provider must Notify the Department and follow such further action as the Department requires.

Register of Goods

- 18.7 The SRSS Provider must maintain an up-to-date register of all Goods provided to SRSS Recipients, or which are held by or on behalf of the SRSS Provider and available to be provided to future SRSS Recipients. The register must also include any details required by the Department. The SRSS Provider must promptly provide a copy of that register to the Department upon request. This clause does not limit the SRSS Provider's Obligations to develop and maintain an Asset and Property Register in accordance with Attachment A (Schedule of Services).

19. DEPARTMENTAL ASSISTANCE

- 19.1 Without limiting any of the SRSS Provider's Obligations under this Contract, the Department must provide the facilities and assistance (if any) as specified in Attachment A (Schedule of Services).
- 19.2 Except as provided for in Attachment A (Schedule of Services):
 - 19.2.1 the Department is not required to provide any facilities, Materials or other resources to the SRSS Provider which are needed to perform the Services; and

- 19.2.2 the SRSS Provider must ensure it has and maintains the facilities, Materials and other resources needed to perform the Services in accordance with this Contract.
- 19.3 If the Department provides any facilities, Materials or other resources to the SRSS Provider, the SRSS Provider must promptly check them for their fitness for purpose and report any defects immediately to the Department.
- 19.4 The SRSS Provider must:
 - 19.4.1 maintain any facilities, Materials or other resources provided to the SRSS Provider by the Department and protect them from any Loss or damage (subject to any fair wear and tear); and
 - 19.4.2 comply with any applicable conditions or directions imposed by the Department in relation to any facilities, Materials or other resources provided to the SRSS Provider.

20. USE OF THE DEPARTMENT'S SYSTEMS

- 20.1 The SRSS Provider must use and comply with the Department's information technology systems and requirements in accordance with Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual.

21. TRANSITION OUT OF SERVICES

Contract Transition Out Plan

- 21.1 The SRSS Provider must prepare, implement and comply with the approved Contract Transition Out Plan in accordance with Attachment A (Schedule of Services) including by:
 - 21.1.1 performing all the tasks and activities and delivering all Documentation and other Deliverables described in the Contract Transition Out Plan in accordance with its terms and prescribed timeframes; and
 - 21.1.2 ensuring that all tasks and activities are fully implemented and completed by the date specified by the Department.

Completing Contract Transition Out

- 21.2 The SRSS Provider must Notify the Department when it believes it has satisfied the requirements of the Contract Transition Out Plan.

General Contract Transition Out Obligations

- 21.3 Without limiting anything else in this Contract, the SRSS Provider must perform the Services in a manner that will effectively and efficiently allow for their transfer to the Department or an alternative service provider.
- 21.4 The SRSS Provider must take all reasonable actions to ensure the Services are transferred to the Department or another entity nominated by the Department during the Contract Transition Out Period.

- 21.5 During the Contract Transition Out Period:
- 21.5.1 the SRSS Provider must comply with the approved Contract Transition Out Plan; and
 - 21.5.2 if requested by the Department, the SRSS Provider must continue to perform any part of the Services that has not been transferred to the Department or another entity.

Contract Transition Out Period

- 21.6 The Contract Transition Out Period will commence on the earlier of:
- 21.6.1 the date on which a termination Notice is given by the Department in accordance with this Contract; or
 - 21.6.2 s. 47G(1)(a) before this Contract expires.
- 21.7 The Contract Transition Out Period will end on the date the Department Notifies the SRSS Provider that all the requirements in the approved Contract Transition Out Plan have been met and the Services have been either transferred or completed in accordance with this Contract and the approved Contract Transition Out Plan.
- 21.8 The terms of the Contract survive during the Contract Transition Out Period (but for the avoidance of doubt, the only amounts payable to the SRSS Provider after the end of the Term are those expressly stated to be payable during this time as set out in this Contract, if any).

Knowledge transfer

- 21.9 Without limiting anything else in this Contract, the SRSS Provider must, at no cost to the Department, provide the following assistance to the Department on termination or expiration of this Contract:
- 21.9.1 transfer or provide access to all information and Material, stored by whatever means, held by the SRSS Provider or under the control of the SRSS Provider in connection with this Contract; and
 - 21.9.2 make the SRSS Provider's Personnel available for discussions with the Department as may be required. The time, length and subject of these discussions will be at the sole discretion of the Department.

22. OTHER APPROVED PLANS

- 22.1 Where this Contract requires the SRSS Provider to submit a plan or any other document for approval by the Department:
- 22.1.1 that plan or document will have effect from the date of approval by the Department;
 - 22.1.2 if the Department is not satisfied with the plan or other document submitted, the SRSS Provider must promptly amend the plan or document and resubmit it for approval within the time frame specified by the Department; and

- 22.1.3 the approval of that plan or other document does not relieve the SRSS Provider from its Obligations under this Contract.
- 22.2 Without prejudice to any other requirement of this Contract, the SRSS Provider must implement all approved plans and documents in the circumstances for which they are designed and to the extent appropriate to those circumstances. This Obligation includes:
 - 22.2.1 performing all the tasks and activities set out in the approved plans and documents that are described as being for the SRSS Provider's performance;
 - 22.2.2 performing those tasks and activities in accordance with the terms and prescribed timeframes of the approved plans and documents; and
 - 22.2.3 ensuring that the approved plans and documents are fully implemented and maintained and the tasks and activities described in them are completed promptly.
- 22.3 Where the Contract (including Attachment A (Schedule of Services)) requires a plan or other document to be updated, maintained or provided on request to the Department, the SRSS Provider must ensure it:
 - 22.3.1 complies with the requirement and ensures updates and changes to plans are consistent with the Contract and with any directions or recommendations from the Department; and
 - 22.3.2 complies with a request to provide any plan within the timeframe specified by the Department.

23. PERFORMANCE MANAGEMENT

Performance Management - General

- 23.1 The Department will monitor the performance of the SRSS Provider under this Contract and will evaluate the effectiveness of the SRSS Provider's performance on an on-going basis.
- 23.2 The SRSS Provider must:
 - 23.2.1 comply with the performance management framework specified in Attachment A (Schedule of Services); and
 - 23.2.2 report to the Departmental Representative(s) on its performance under this Contract:
 - (a) during the Contract Transition In Period, as required by the Department but no less than monthly; and
 - (b) following the Effective Date as required by the Department but no less than quarterly for the first year and six monthly thereafter or as otherwise specified in Attachment A (Schedule of Services).

- 23.3 The Department may, by Notice, change the reporting requirements (including timing) and will consult with the SRSS Provider if requested.
- 23.4 The Department will conduct a Quality Assurance programme to review and assess the performance of the SRSS Provider. Reviews will take into account the information that the SRSS Provider provides to the Department in its reports and any other information the Department has in relation to the SRSS Provider's performance under this Contract.
- 23.5 If the Department determines that the SRSS Provider's performance is not consistent with this Contract, the Department will Notify the SRSS Provider of the failure and specify a time period within which the SRSS Provider must remedy the failure, if capable of remedy. The SRSS Provider must respond to this Notice, in writing, providing information on the reason for the failure and the strategy it will adopt to remedy the failure and to prevent further failures.
- 23.6 Without limiting the Department's rights, if following a Notice given under clause 23.5, the Department determines that the SRSS Provider's performance has not improved to the Department's satisfaction within the period of time specified in the Notice, the Department may:
- 23.6.1 require the SRSS Provider to propose and comply with a remediation plan, additional Performance Measures or other measures for performance that are acceptable to the Department;
 - 23.6.2 reduce the scope of this Contract; or
 - 23.6.3 terminate this Contract.
- 23.7 The remainder of this clause 23 applies if Attachment A (Schedule of Services) specifies specific Performance Measures.

Measuring and monitoring tools

- 23.8 Unless specified otherwise in Attachment A (Schedule of Services), the SRSS Provider must:
- 23.8.1 where required, implement and maintain during the Term, measuring and monitoring tools capable of measuring its performance against the Performance Measures;
 - 23.8.2 provide the Department with access to the data and information gathered by those tools;
 - 23.8.3 if requested by the Department demonstrate to the Department the operation and accuracy of those tools; and
 - 23.8.4 investigate any failure to perform the Services in accordance with the Performance Measures.

Consequences of failing to meet Specific Performance Measures

- 23.9 During the first year after the Effective Date, the Parties intend to consider, negotiate and agree the consequences for failing to meet the specific Performance Measures

that will apply to the Contract. The Parties will endeavour, in good faith, to agree to the consequences for failing to meet the specific Performance Measures that are attainable, relevant and measurable. If the Parties are able to reach agreement by the first anniversary of the Effective Date the Parties will record their agreement through a variation to this Contract in accordance with clause 60 to implement the agreed consequences for failing to meet the Performance Measures (which will replace clauses 23.12 to 23.14 with the agreed Performance Measures).

- 23.10 If the Parties are unable to agree Performance Measures by the first anniversary of the Effective Date, clauses 23.12 to 23.14 will apply.
- 23.11 Nothing in this clause 23 limits the Department's rights in relation to any failure by the SRSS Provider to meet the Performance Measures (including for breach of this Contract).
- 23.12 The Department may Notify the SRSS Provider of the consequences that will apply if the SRSS Provider fails to meet a Performance Measure, including, if specified in the Notice, the Contract Rebates that will apply. The maximum Contract Rebate that may be specified in the Notice is 10% (in aggregate for all failures to meet the Performance Measures in the applicable month) of the Corporate Overhead Fee and Recipient Management Fee (in aggregate) payable for the applicable month.
- 23.13 Immediately after the issue of a Notice under clause 23.12, the Contract Rebate:
 - 23.13.1 may be applied at the Department's discretion, at any amount not exceeding 10% of the aggregate of the Corporate Overhead Fee and the Recipient Management Fee payable for the month as set out in clause 23.12; and
 - 23.13.2 if applied, the SRSS Provider must submit an adjusted invoice as directed by the Department to reflect the Contract Rebate applied.
- 23.14 The Department will consult with the SRSS Provider before applying any Contract Rebate and will take into account the outcome of those consultations.
- 23.15 The SRSS Provider acknowledges and agrees that the consequences for failing to meet the Performance Measures:
 - 23.15.1 are reasonable and appropriate for managing the SRSS Provider's adherence to its Obligations under the Contract; and
 - 23.15.2 do not limit the Department's rights or remedies arising from any defective performance under the Contract.
- 23.16 The Parties agree that:
 - 23.16.1 the amount of any Contract Rebates payable by the SRSS Provider under this Contract will not exceed the total amount of the Contract Charges payable to the SRSS Provider under this Contract; and
 - 23.16.2 the Department is not obliged to impose any Contract Rebate that may apply in accordance with this Contract;

- 23.16.3 any failure to impose a Contract Rebate does not limit the Department's right to apply a Contract Rebate in accordance with this Contract or otherwise waive any of the Department's other rights under this Contract.

Variations to the Performance Measures

- 23.17 The Department may, at its discretion, vary the Performance Measures by providing at least 20 Business Days prior written Notice to the SRSS Provider without requiring an amendment to this Contract. The Department may vary the Performance Measures for any reason (including to ensure that they continue to accurately reflect the requirements of this Contract and the priorities of the Department).
- 23.18 The Department may consult with the SRSS Provider as required before the Performance Measures take effect. For clarity, any amendments to the Performance Measures as a result of this consultation do not need to be included in a new Notice to the SRSS Provider.

Review of Performance Measures

- 23.19 The SRSS Provider must:
- 23.19.1 liaise with the Department as and when requested by the Department to review the appropriateness and relevance of the Performance Measures; and
- 23.19.2 provide such information as the Department may request about the effects of the Performance Measures and performance of the Services, including to enable the Department to assess the appropriateness and relevance of the Performance Measures.

24. DEFECTIVE SERVICES OR DELIVERABLES

- 24.1 Following delivery of the Services or Deliverables by the SRSS Provider to the Department, the Department may take steps to verify that the Services or Deliverables delivered conform to the requirements of the Contract.
- 24.2 If the Services or Deliverables do not conform to the requirements of the Contract, the Department may Notify the SRSS Provider that some or all of the Services or Deliverables are rejected, in which case delivery or performance will be deemed not to have occurred for the purpose of determining whether the SRSS Provider has complied with clause 15.1.
- 24.3 The SRSS Provider must make good or replace the rejected Services or Deliverables at no additional cost to the Department, within the time specified by the Department. The SRSS Provider must meet all costs of, and incidental to, the performance of any remedial work.

SECTION C - GOVERNANCE AND PERSONNEL

25. GOVERNANCE

- 25.1 In addition to the reporting requirements in clauses 23 and 30, the SRSS Provider must comply with the governance and reporting requirements set out in Attachment A (Schedule of Services).

26. UNINCORPORATED CONSORTIA

- 26.1 This clause 26 applies only if the SRSS Provider comprises more than one entity.
- 26.2 The SRSS Provider warrants that its governance arrangements are as specified in this Contract as at the Commencement Date.
- 26.3 On the Commencement Date, all the entities that comprise the SRSS Provider appoint the Lead Member as their agent and general representative for the purpose of this Contract.
- 26.4 Without limiting the SRSS Provider's Obligations under this Contract (including under clause 75), the Lead Member may:
- 26.4.1 exercise some or all of the SRSS Provider's rights;
 - 26.4.2 perform or discharge some or all of the SRSS Provider's Obligations; and
 - 26.4.3 otherwise administer and perform this Contract on behalf of the SRSS Provider including the collection of the Contract Charges.
- 26.5 Without limiting clause 60, the SRSS Provider must not:
- 26.5.1 change its governance arrangements as specified in this Contract;
 - 26.5.2 limit the Lead Member's authority; or
 - 26.5.3 change the Lead Member,
- without the Department's prior written approval.
- 26.6 Nothing in this clause 26 prevents the Department directly communicating with or enforcing each entities' Obligations in respect of each entity comprising the SRSS Provider.

27. MANAGEMENT OF SERVICE PROVIDER PERSONNEL**General**

- 27.1 The SRSS Provider must:
- 27.1.1 comply with its human resource management Obligations described in Attachment A (Schedule of Services);
 - 27.1.2 manage its Personnel (including Subcontractors) in a manner designed to ensure the best performance of the Services;
 - 27.1.3 ensure that its Personnel conduct themselves in a professional and ethical manner in undertaking and completing the Services and, in particular, that they demonstrate cross-cultural sensitivity and awareness in their performance of the Services;

- 27.1.4 ensure that its Personnel are aware of and comply with the APS Values and Code of Conduct and provide the Services in a manner consistent with the APS Values and Code of Conduct; and
- 27.1.5 ensure that its Personnel comply with:
- (a) any protocols, codes of conduct procedures or policies specified by the Department from time to time, including those specified in this Contract and Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
 - (b) all applicable Obligations of the SRSS Provider under this Contract so as to not place the SRSS Provider in breach of its Obligations under this Contract; and
 - (c) all Laws.
- 27.2 The Department may require particular SRSS Provider Personnel to provide the Services in specific instances (including to ensure the safety and wellbeing of the SRSS Recipient, SRSS Provider and the Department). The SRSS Provider must comply with any such requests.

Removal of Personnel

- 27.3 The Department may, at its absolute discretion, give Notice requiring the SRSS Provider to remove Personnel (including Specified Personnel) from work in respect of the provision of the Services.
- 27.4 The SRSS Provider must provide replacement Personnel acceptable to the Department at no additional cost and at the earliest opportunity.
- 27.5 The unavailability of Personnel for any reason will not limit the SRSS Provider's Obligations to provide the Services under this Contract. Any need to replace any of the SRSS Provider's Personnel (including Specified Personnel) during the course of the Contract will not constitute an act or event that is beyond the reasonable control of the SRSS Provider in meeting the requirements of the Contract.
- 27.6 If the SRSS Provider is unable to provide acceptable replacement Personnel, the Department may terminate this Contract in accordance with the provisions of clause 62.

Disputes with Personnel

- 27.7 If there is any dispute between the SRSS Provider and its Personnel (including Subcontractors) that could adversely affect the performance of the Services, the SRSS Provider must:
- 27.7.1 Notify the Department immediately of the nature of the dispute and of its plans to resolve the dispute; and
 - 27.7.2 without limiting any other Obligation under this Contract, observe and implement the reasonable directions of the Department for the purpose of ensuring ongoing delivery of the Services.

SRSS Provider Representative

- 27.8 The SRSS Provider must appoint a SRSS Provider Representative. The SRSS Provider Representative at the Commencement Date is identified in Item 2.
- 27.9 The SRSS Provider Representative is the SRSS Provider's representative in respect of all aspects of the requirements specified in this Contract.

Departmental Representative(s)

- 27.10 The Departmental Representative(s) at the Commencement Date is identified in Item 3.
- 27.11 The Departmental Representative(s) is the Department's representative in respect of all aspects of the requirements specified in this Contract.
- 27.12 Subject to clause 14.4, the Parties acknowledge and agree that not all Notices may be issued by the Departmental Representative(s) and the SRSS Provider must comply with any authorised Notice from the Department even if that Notice has not been issued by the Departmental Representative(s).

Changes to SRSS Provider and Departmental Representative(s)

- 27.13 Each Party must Notify the other Party of any change in the address for Notices, or in the identity of the SRSS Provider Representative or Departmental Representative(s) (as applicable).

28. SPECIFIED PERSONNEL

- 28.1 If the Contract Details set out Specified Personnel, the SRSS Provider agrees that the Specified Personnel must undertake work in respect of the Services as set out in the Contract Details and in accordance with the terms of this Contract.
- 28.2 If Specified Personnel are unable to undertake work in respect of the Services, the SRSS Provider must Notify the Department immediately. The SRSS Provider must provide replacement Specified Personnel acceptable to the Department at no additional cost and at the earliest opportunity.

29. SUBCONTRACTING

- 29.1 The SRSS Provider must not, without the prior written approval of the Department, subcontract the performance of any part of the Services.
- 29.2 Without limiting clause 74, the Department may impose any terms and conditions it considers appropriate when giving its approval under clause 29.1.
- 29.3 The SRSS Provider must make available, on request, details including names of all Subcontractors performing all or part of the Services.
- 29.4 If requested by the Departmental Representative(s), the SRSS Provider must provide a copy of each Subcontract to the Department within the timeframes specified by the Departmental Representative(s).

- 29.5 The Service Provider acknowledges and agrees that the Department may publicly disclose the names of any Subcontractors engaged to perform the Services. The SRSS Provider must inform the Subcontractors that their participation in performing all or part of the Services may be publicly disclosed.

Obligations to flow down to Subcontracts

- 29.6 The SRSS Provider must ensure that any Subcontract for the performance of the Services contains provisions that are equivalent to the Obligations imposed on this SRSS Provider under this Contract, including those in relation to work health and safety, confidentiality, privacy, security, reporting Obligations, disclosures, audit requirements and compliance with Laws and Commonwealth policies.
- 29.7 The SRSS Provider must ensure that, each Subcontract contains a requirement for the Subcontractor to:
- 29.7.1 comply with any direction given by the SRSS Provider to reflect a direction from the Department including about reporting and remedying any defective performance;
 - 29.7.2 participate in any quality assurance activities conducted by the Department and to remedy any issues identified by the Department;
 - 29.7.3 directly engage and communicate (including to meet) with the Department (such engagement, communication and meetings to be initiated at the sole discretion of the Department); and
 - 29.7.4 provide all information relating to the Subcontractor's performance of any services, including documentation and financial information, as requested by the Department.
- 29.8 For clarity, the Department will not use its rights to communicate directly with the Subcontractor in respect of Extra Services or performance measurement or quality assurance. The Department will discuss these matters directly with the SRSS Provider.

SECTION D - REPORTING

30. REPORTING

- 30.1 In addition to any specific Obligations in Attachment A (Schedule of Services), the SRSS Provider must:
- 30.1.1 liaise with the Departmental Representative(s) as required;
 - 30.1.2 comply effectively and efficiently with any reasonable directions or request given by the Departmental Representative(s) in respect of this Contract;
 - 30.1.3 provide any information the Departmental Representative(s) may reasonably require; and
 - 30.1.4 attend meetings with the Department and Other Providers as required by the Department.

- 30.2 In addition to other reporting obligations in the Contract, the SRSS Provider must prepare and provide to the Department the reports specified in, and in accordance with, Attachment A (Schedule of Services) including:
- 30.2.1 at the times required by Attachment A (Schedule of Services);
 - 30.2.2 in the format required by Attachment A (Schedule of Services) (or in such other format as the Department may Notify to the SRSS Provider from time to time); and
 - 30.2.3 accurately containing all the details described in Attachment A (Schedule of Services) or required by the Department from time to time.
- 30.3 The SRSS Provider must prepare and provide to the Department any other reports as requested by the Department which are relevant to the Services (including in urgent circumstances such as to allow the Department to respond to ministerial or other requests for information about the Services).

SECTION E - PAYMENTS

31. NO CHARGES TO SRSS RECIPIENTS

- 31.1 The SRSS Provider is not entitled to charge or collect any amount (or any other benefit in kind) from SRSS Recipients in connection with the Services, including for payments made or services performed which are inconsistent with this Contract or the SRSS Operational Procedures Manual, as specified in clauses 7.1.5 and 7.1.6 of Attachment B (Contract Charges and Expenses).

32. CONTRACT CHARGES AND EXPENSES

- 32.1 In consideration for the performance by the SRSS Provider of its Obligations under this Contract and subject to the terms of the Contract, the Department must pay to the SRSS Provider:
- 32.1.1 the Contract Charges; and
 - 32.1.2 the Expenses (if any).
- 32.2 The Department must pay the SRSS Provider the amount owing within 30 days of the receipt of a Correctly Rendered Invoice submitted by the SRSS Provider. If this 30 day period ends on a day that is not a Business Day, payment will be made on the next Business Day.
- 32.3 If there is a dispute as to whether an amount is payable under an invoice, the SRSS Provider must cancel the invoice in dispute and issue a Correctly Rendered Invoice for any undisputed portion of the disputed invoice. The Department must pay a Correctly Rendered Invoice for the undisputed portion of a disputed invoice.
- 32.4 The Contract Charges and Expenses include (unless otherwise agreed by the Department in writing):
- 32.4.1 all costs, resources and expenses required by the SRSS Provider to perform the Services, including:

- (a) travel and accommodation costs;
- (b) document reproduction;
- (c) delivery, transportation and courier charges;
- (d) storage and packaging costs;
- (e) insurance costs; and
- (f) telecommunications charges; and

32.4.2 except as provided by clause 35, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract.

Department's Right to Delay or Reduce Payment

32.5 Despite anything else in the Contract:

- 32.5.1 the Department is not obliged to pay the Contract Charges for any Services or Deliverables that are not provided in accordance with the Contract or pay any amount that is not payable in accordance with this Contract;
- 32.5.2 the Department may (in addition and without prejudice to any other right it may have) defer payment or reduce the amount of any Contract Charges payable until the SRSS Provider has completed, to the satisfaction of the Department, that part of the Services to which those Contract Charges relates;
- 32.5.3 if the Department pays any amount to the SRSS Provider that is not due, including by making a payment under an improperly rendered or inaccurate invoice, the SRSS Provider must immediately repay that overpayment to the Department; and
- 32.5.4 the Department may set-off any amount the SRSS Provider owes it, including under clause 32.5.3, against any amount the Department owes the SRSS Provider, whether owed actually, contingently or prospectively under this Contract.

Interest

32.6 The Department is not required to pay any interest or penalty in respect of late payments, unless expressly stated in Attachment B (Contract Charges and Expenses).

33. NOT USED

34. INVOICES

Correctly Rendered Invoice

34.1 A Correctly Rendered Invoice means an invoice that:

- 34.1.1 unless specified otherwise in Attachment B (Contract Charges and Expenses), is submitted monthly in arrears;
- 34.1.2 is addressed to the Departmental Representative(s) or such other person Notified to the SRSS Provider;
- 34.1.3 is in a form, whether required by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or otherwise, that enables the Department to claim an input tax credit for any Goods and Services Tax imposed on any taxable supply by the SRSS Provider to the Department;
- 34.1.4 is correctly addressed;
- 34.1.5 is correctly calculated;
- 34.1.6 identifies the amount claimed;
- 34.1.7 where explanation is necessary, is accompanied by documentation substantiating the amount claimed (including from Subcontractors if requested by the Department); and
- 34.1.8 contains the information and meets the requirements for invoices set out in Attachment B (Contract Charges and Expenses).

Submission of Invoices

- 34.2 The SRSS Provider must submit a Correctly Rendered Invoice to the Department for the Contract Charges as they become payable under the Contract, at the times set out in Attachment B (Contract Charges and Expenses).
- 34.3 The SRSS Provider must not submit invoices for Services or Deliverables that have not been delivered to the Department.
- 34.4 If requested by the Department, the SRSS Provider must provide any additional information or clarification in relation to a submitted invoice. If the SRSS Provider fails to provide that additional information or clarification to the Department's satisfaction, the Department may withhold payment of the invoice until the additional information or clarification has been provided to the Department's satisfaction.

35. GST

- 35.1 In this clause 35, capitalised terms have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 35.2 A Party must pay GST on a Taxable Supply made to it under this Contract, in addition to any consideration (excluding GST) that is payable for that Taxable Supply and it must do so at the same time and in the same way as it is required to pay the consideration for that Taxable Supply.
- 35.3 A Party making a Taxable Supply to another Party under this Contract must issue a Tax Invoice to the other Party, setting out the amount of the GST payable by that other Party and must do so at the time the other Party is required to pay the consideration for the Taxable Supply.

- 35.4 Subject to clause 35.5, if the SRSS Provider is required under this Contract to indemnify the Department, or either Party is required to make a contribution to the other Party, and the other Party can obtain an Input Tax Credit on an acquisition associated with that indemnity or contribution, the amount the Party is required to pay is:
- 35.4.1 reduced by the amount of that Input Tax Credit; but
 - 35.4.2 increased by any GST payable by that other Party in respect of the indemnity or contribution.
- 35.5 Despite clause 35.4, the amount of an indemnity or contribution is not reduced by the amount of an Input Tax Credit if that credit has already been taken into account in calculating the amount of the indemnity or contribution. If an Adjustment Event results in the GST on a Taxable Supply being different from the GST recovered by the supplier, the supplier:
- 35.5.1 must refund to the other Party any excess; and
 - 35.5.2 may recover from the other Party any shortfall.
- 35.6 The recovery of any money from the other Party under clause 35.5 is conditional on an Adjustment Note first being given to the other Party.

36. PUBLIC MONEY

- 36.1 The Parties acknowledge that the SRSS Provider is not required to handle money on behalf of the Department under the Contract but may be required to pay money to SRSS Recipients which will be reimbursed by the Department in accordance with this Contract.

37. BENCHMARKING

- 37.1 From time to time during the Term, the Department may:
- 37.1.1 test the market for any or all of the Services; and/or
 - 37.1.2 undertake benchmarking to measure the standards of delivery and cost of the Services in part or in the aggregate to determine if the performance of the SRSS Provider matches and the Contract Charges are competitive with then current market prices and standards of delivery for similar services.
- 37.2 Benchmarking will be conducted in accordance with the timing and procedures as determined by the Department. The Department will consult the SRSS Provider on these matters and benchmarking which will not occur more than once every twelve months.
- 37.3 Without limiting the rights of the Department, the Department may release benchmarking results to:
- 37.3.1 other Commonwealth Agencies or State and Territory agencies;
 - 37.3.2 Ministers and their advisers;

- 37.3.3 Parliament or parliamentary committees; and
- 37.3.4 advisers to the Department.
- 37.4 If the benchmarking shows that the Contract Charges are not priced competitively because they are higher than the average price for charges for similar services, unless the SRSS Provider satisfies the Department that the difference in price is due to the Department's unique requirements and not due to the SRSS Provider's performance:
 - 37.4.1 the SRSS Provider must assist the Department to determine the causes of the benchmarker's findings and proactively seek resolution and an appropriate reduction in the Contract Charges within 60 Business Days or such other period agreed by the Department;
 - 37.4.2 if no resolution is reached:
 - (a) the Contract Charges will be reduced by the amount of the excess determined during the benchmarking from the end of the following month;
 - (b) the reduced Contract Charges must be reflected in subsequent invoices or may be set-off by the Department against any invoice received under the Contract; and
 - (c) the Contract must be updated in accordance with clause 60 to reflect the reduced Contract Charges.
- 37.5 A dispute in relation to benchmarking must be resolved in accordance with the dispute resolution process set out in this Contract.

SECTION F - MATERIAL AND INTELLECTUAL PROPERTY RIGHTS

38. COMMONWEALTH MATERIAL

- 38.1 The Department must provide to the SRSS Provider the Commonwealth Material as specified or described in Attachment E (Material).
- 38.2 The SRSS Provider must ensure that the Commonwealth Material is used, copied, supplied, or reproduced only for the purposes of this Contract.
- 38.3 The SRSS Provider must ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions set out in Attachment E (Material), and any direction by the Department.
- 38.4 Upon the expiration or earlier termination of this Contract, or at any other time Notified by the Department, the SRSS Provider must return to the Department all Commonwealth Material remaining in its possession unless otherwise directed by the Department.

39. INTELLECTUAL PROPERTY - OWNERSHIP MODEL

- 39.1 Item 10 of the Contract Details sets out the ownership model for Intellectual Property Rights in all Contract Material.

- 39.2 If no ownership model is selected in Item 10 of the Contract details:
- 39.2.1 clause 40 will apply; and
 - 39.2.2 for the avoidance of doubt, no part of clause 41 will apply.
- 39.3 Nothing in clauses 39, 40 or 41 affects the ownership of the Intellectual Property Rights in any:
- 39.3.1 Commonwealth Material;
 - 39.3.2 Existing SRSS Provider Material;
 - 39.3.3 Third Party Material; or
 - 39.3.4 other Auxiliary Material.
- 39.4 The SRSS Provider must obtain all necessary Intellectual Property Rights and permissions before using or making available any Third Party Material or other Auxiliary Material for the purposes of this Contract.
- 39.5 The Department will obtain all necessary Intellectual Property Rights and permissions before making Commonwealth Material available to the SRSS Provider for the purposes of this Contract.

40. COMMONWEALTH OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note This clause applies if specified in Item 10 of the Contract Details or if that item is not completed.]

- 40.1 All Intellectual Property Rights in all Contract Material vests immediately in the Commonwealth upon its creation.
- 40.2 Unless otherwise specified in Attachment E (Material), to the extent that the Department needs to use any Auxiliary Material provided by the SRSS Provider to receive the full benefit of Services or Deliverables (including the Contract Material), the SRSS Provider grants to (or must procure for) the Department a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit that Auxiliary Material for any purpose.
- 40.3 Unless otherwise specified in Attachment E (Material), to the extent that the SRSS Provider needs to use any of the Commonwealth Material or Contract Material for the purpose of performing its Obligations under the Contract, the Commonwealth grants to the SRSS Provider a world-wide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Services.
- 40.4 The licence in clause 40.3 is subject to:
- 40.4.1 any limitation, condition or restriction in Attachment E (Material); and
 - 40.4.2 any direction by the Department.

41. SRSS PROVIDER OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note: This clause only applies if specified in Item 10 of the Contract Details.]

- 41.1 All Intellectual Property Rights in the Contract Material vests or will vest immediately in the SRSS Provider upon its creation.
- 41.2 Unless otherwise specified in Attachment E (Material), to the extent that the Department needs to use any of the Contract Material or Auxiliary Material provided by the SRSS Provider to receive the full benefit of the Services or the Deliverables (including the Contract Material), the SRSS Provider grants to (or must procure for) the Department a permanent, irrevocable, worldwide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit that Material for any purpose.
- 41.3 If required by the Department, the SRSS Provider must make the Contract Material or Auxiliary Material available to third Parties (including to members of the public) by means of a Creative Commons licence, in accordance with any reasonable direction by the Department.
- 41.4 Unless otherwise specified in Attachment E (Material), to the extent that the SRSS Provider needs to use any of the Commonwealth Material for the purpose of performing its Obligations under the Contract, the Commonwealth grants to the SRSS Provider a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Services.
- 41.5 The licence in clause 41.4 is subject to:
 - 41.5.1 any limitation, condition or restriction in Attachment E (Material); and
 - 41.5.2 any direction by the Department.

42. INTELLECTUAL PROPERTY WARRANTY**Warranty**

- 42.1 The SRSS Provider represents and warrants that:

- 42.1.1 it is entitled; or
- 42.1.2 it will be entitled at the relevant time,

to grant the licences and deal with the Intellectual Property Rights in any Material, including Contract Material, Existing SRSS Provider Material, Third Party Material and any other Auxiliary Material provided by it, in the manner set out in this Contract.

Remedy for breach of warranty

- 42.2 If someone claims, or the Commonwealth reasonably believes that someone is likely to claim, that all or part of a Deliverable or the performance of a Service infringes their Intellectual Property Rights, the SRSS Provider must, in addition to the

indemnity under clause 51 and to any other rights that the Commonwealth may have against it, promptly, at the SRSS Provider's expense:

- 42.2.1 use its best efforts to secure the rights for the Commonwealth to continue to use the Deliverables free of any claim or Liability for infringement; or
- 42.2.2 replace or modify the Service or Deliverables so that the SRSS Provider's provision of it or the Department's use of the relevant Deliverable does not infringe the Intellectual Property Rights of any other person,

without any degradation of the performance or quality of the Service or Deliverable.

43. MORAL RIGHTS

43.1 For the purposes of this clause 43, '**Permitted Acts**' means any of the following classes or types of acts or omissions:

- 43.1.1 using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship;
- 43.1.2 supplementing the Contract Material with any other Material;
- 43.1.3 making any variations to, including additions to or deletions from, the Contract Material; or
- 43.1.4 using the Contract Material in a different context to that originally envisaged,

but does not include those which would infringe the author's right not to have authorship falsely attributed.

43.2 If the SRSS Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Commonwealth or any person claiming under or through the Department.

43.3 If clause 43.2 does not apply, the SRSS Provider must:

- 43.3.1 obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given); and
- 43.3.2 provide the executed original of any such consent to the Department upon request of the Department.

43.4 This clause 43:

- 43.4.1 applies subject to any provision to the contrary in Attachment E (Material); and
- 43.4.2 does not apply to any Commonwealth Material incorporated into the Contract Material.

SECTION G - INFORMATION AND SECURITY**44. CONFIDENTIAL INFORMATION**

- 44.1 The Parties must not, without prior Notice of consent from the other Party:
 - 44.1.1 use any Confidential Information of the other Party except for the purposes of this Contract; and
 - 44.1.2 disclose any Confidential Information of the other Party to a third party.
- 44.2 Without limiting clause 74, in giving written consent to use or disclose the Commonwealth's Confidential Information, the Department may impose such conditions as it thinks fit, and the SRSS Provider must comply with those conditions.
- 44.3 If the SRSS Provider becomes subject to a legal Obligation to provide any Confidential Information of the Department to a third party, the SRSS Provider must immediately:
 - 44.3.1 Notify the Department;
 - 44.3.2 take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information; and
 - 44.3.3 assist and cooperate with the Department if the Department seeks to limit or resist the requirement for the Confidential Information to be disclosed.
- 44.4 If the SRSS Provider becomes aware that any Confidential Information of the Department may have been lost, stolen, accessed or used in a manner inconsistent with this clause 44, or any suspected or possible breach of this Contract, the SRSS Provider must:
 - 44.4.1 immediately Notify the Department giving details of the suspected or possible breach;
 - 44.4.2 do everything necessary to remedy the unauthorised access to, use or disclosure of the Confidential Information, or to prevent the suspected or possible breach of this clause 44;
 - 44.4.3 comply with all written directions from the Department in relation to the actual, suspected or possible breach of this clause 44; and
 - 44.4.4 give the Department all assistance required in connection with proceedings which the Department may institute against any person for breach of confidence or otherwise.
- 44.5 The SRSS Provider must ensure that each member of its Personnel who may have access to any Confidential Information of the Department is (before being given access to that Confidential Information) briefed on or otherwise made aware of the fact that the wrongful disclosure of, or the misuse of, Confidential Information would be a breach of this Contract.
- 44.6 The Department may at any time require:
 - 44.6.1 the SRSS Provider's Personnel; or

- 44.6.2 any person with a Third Party Interest,
- to give a written undertaking in a form at Attachment K (Confidentiality Deed) or such other form as reasonably required by the Department relating to the use and non-disclosure of the Commonwealth's Confidential Information.
- 44.7 If the SRSS Provider receives a request under clause 44.6, it must promptly arrange for all such undertakings to be given.
- 44.8 The Obligations on the Parties under this clause 44 will not be taken to have been breached to the extent that Confidential Information:
- 44.8.1 is disclosed by a Party in order to comply with Obligations, or exercise rights, under this Contract;
- 44.8.2 is disclosed by a Party's internal management Personnel, solely to enable effective management or auditing of Contract related activities;
- 44.8.3 is disclosed to any Commonwealth Minister, or the Minister's advisers;
- 44.8.4 without limiting the application of this clause 44.8, is disclosed:
- (a) in order to comply with the requirements of any regulatory body;
- (b) in order to respond to a request that is made by a Royal Commission, a body undertaking an administrative or statutory review, or an audit or inquiry (whether within or external to the Commonwealth), including a review, audit or inquiry that is conducted by the Commonwealth Auditor-General, the Australian Information Commissioner or the Privacy Commissioner pursuant to clause 58; or
- (c) in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia;
- 44.8.5 is authorised or required by Law to be disclosed;
- 44.8.6 is shared by the Department within the Department's organisation, or with another agency, where this serves the legitimate interests of the Commonwealth;
- 44.8.7 is in the public domain otherwise than due to a breach of this clause 44; or
- 44.8.8 without limiting this clause 44, was not disclosed by the SRSS Provider to, or held by, the Department under an Obligation of confidentiality.
- 44.9 Where a person discloses Confidential Information to another person pursuant to clauses 44.8.1, 44.8.2, 44.8.3, or 44.8.4, the disclosing person must notify the receiving person that the information is confidential.
- 44.10 The Obligations under this clause 44 continue after the expiry or termination of this Contract unless specified otherwise in relation to particular Confidential Information in Attachment C (Confidential Information).

Reporting Obligations and Disclosures

- 44.11 The SRSS Provider permits the disclosure of information related to this Contract for various reporting and Commonwealth disclosure Obligations. These disclosures include:
- 44.11.1 disclosure of procurement information for the Department's annual reporting purposes;
 - 44.11.2 disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for Official Witnesses before Parliamentary Committees and Related Matters;
 - 44.11.3 disclosure of information consistent with *the Freedom of Information Act 1982* (Cth);
 - 44.11.4 disclosure of discoverable information that is relevant to a case before a court; and
 - 44.11.5 disclosure of information as required under other Law or Commonwealth policy.
- 44.12 The SRSS Provider must provide all reasonable assistance to the Department with regard to the release of the SRSS Provider's Confidential Information where disclosure may be required for the purposes of the Department's Parliamentary reporting and accountability Obligations.

45. PROTECTION OF PERSONAL INFORMATION

Application of Clause

- 45.1 This clause 45 applies only to the extent that the SRSS Provider deals with Personal Information in providing the Services under this Contract.

Interpretation of this clause

- 45.2 In this clause 45, the following terms have the same meaning as they have in the *Privacy Act 1988* (Cth) (the **Privacy Act**):
- 45.2.1 an agency;
 - 45.2.2 overseas recipient;
 - 45.2.3 APP code;
 - 45.2.4 CR code;
 - 45.2.5 contracted service provider; and
 - 45.2.6 APPs (Australian Privacy Principles).

Obligations of SRSS Provider in relation to Personal Information

- 45.3 The SRSS Provider acknowledges that it is a contracted service provider and agrees, in providing the Services under this Contract:
- 45.3.1 to use or disclose Personal Information obtained in the course of providing Services under this Contract only for the purposes of this Contract;
 - 45.3.2 to carry out and discharge the Obligations contained in the APPs as if it were an agency;
 - 45.3.3 not to do any act or engage in any practice which, if done or engaged in by an agency, would be a breach of an APP;
 - 45.3.4 to comply with the APPs, any registered APP Code or registered CR Code that is applicable to the SRSS Provider;
 - 45.3.5 to comply with APP 5 by notifying the individuals where Personal Information is being, or has been collected about the individuals. Unless otherwise provided by the Privacy Act, the SRSS Provider must notify or make the individual/s aware that important information about the collection, use and disclosure (to other agencies and third parties, including overseas entities) of Personal Information, including sensitive information, can be located in the Department's Privacy Notice Form (Form 1442i);
 - 45.3.6 not to use or disclose Personal Information in breach of APP 7 (Direct marketing) of the Privacy Act (where applied to the SRSS Provider), unless the information was collected for the purpose of meeting, directly or indirectly, an Obligation under this Contract; and the use or disclosure is necessary to meet, directly or indirectly, such an Obligation under this Contract;
 - 45.3.7 to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with a registered APP code binding a party to the Contract or with an APP);
 - 45.3.8 to comply with the APPs in relation to the collection, use, disclosure, storage and destruction or de-identification of Personal Information, when disclosure is made to an overseas recipient;
 - 45.3.9 to ensure that if disclosure is made to an overseas recipient, the overseas recipient implements a data breach response plan which includes a mechanism for notifying the Department where there are reasonable grounds to suspect a data breach and outlines appropriate remedial action;
 - 45.3.10 to Notify individuals whose Personal Information is held by SRSS Provider or Subcontractor, as the case may be, of the complaints mechanism outlined in the Privacy Act that may apply to the SRSS Provider;
 - 45.3.11 to Notify the Department immediately if the SRSS Provider:
 - (a) becomes aware of a breach or possible breach of any of the Obligations contained in, or referred to in, this clause 45, whether by the SRSS Provider or a Subcontractor;

- (b) becomes aware that a disclosure of Personal Information may be required by law; or
 - (c) is approached by the Information Commissioner, or by any individual to whom any Personal Information held by the SRSS Provider or Subcontractor relates, in respect of Personal Information;
- 45.3.12** to cooperate with any reasonable request or direction of the Department in relation to an inquiry, audit or other exercise of powers and functions, by the Information Commissioner under the Privacy Act;
- 45.3.13** to comply with any directions, guidelines, determinations or recommendations relating to the use or disclosure of Personal Information publicly available or Notified to the SRSS Provider by the Department; and
- 45.3.14** to ensure that all Personnel required to deal with Personal Information for the purposes of this Contract are made aware of the Obligations of the SRSS Provider set out in this clause 45.
- 45.4 The SRSS Provider must ensure that any Subcontract entered into by the SRSS Provider for the purpose of fulfilling its Obligations under this Contract imposes on the Subcontractor the same Obligations that the SRSS Provider has under this clause 45 (including this requirement in relation to Subcontracts).
- 45.5 The provisions of this clause 45 survive termination or expiration of this Contract.

Change of Law

- 45.6 The SRSS Provider:
- 45.6.1 undertakes to comply, at no additional cost to the Department, with any changes to the Privacy Act which may come into force during the Term; and
 - 45.6.2 undertakes to agree to the making of changes to this clause 45 which are required to reflect any such changes in the Privacy Act.
- 45.7 The provisions of this clause 45 survive termination or expiration of this Contract.

SRSS Recipient involvement in research

- 45.8 If the SRSS Provider receives a request from a third party for SRSS Recipient involvement in any research, survey, review or data collection activities, the SRSS Provider must obtain the SRSS Recipient's consent prior to agreeing to arranging the SRSS Recipient's involvement or providing any information about the SRSS Recipient.
- 45.9 The SRSS Provider must promptly report to the Department all third party requests for SRSS Recipient involvement in any research, survey, review or data collection activities. The SRSS Provider must ensure that Unaccompanied Minors do not participate in any research, survey, review or data collection activities without the Department's prior written approval.

46. SECURITY REQUIREMENTS

46.1 In this clause 46:

Official Information means any information developed, received or collected by or on behalf of the Commonwealth of Australia through its agencies and contracted providers;

Official Resources includes:

- (a) Official Information;
- (b) people who work for or with the Commonwealth; and
- (c) assets belonging to (even if in the possession of contracted Contractors) or in the possession of the Commonwealth;

Protective Security Policy Framework means the Australian Government Protective Security Policy Framework as amended from time to time;

Security Classified Information means Official Information that, if compromised, could have adverse consequences for the Commonwealth; and

Security Incident means a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.

General Security Obligations

46.2 The SRSS Provider must ensure that its Personnel comply with:

- 46.2.1 all relevant security requirements specified in the Australian Government Protective Security Framework;
- 46.2.2 the security requirements specified Attachment A (Schedule of Services); and
- 46.2.3 any variations or additions to these security requirements that the Commonwealth (in its absolute discretion) Notifies the SRSS Provider in writing, from the date specified in the Notice (or five Business Days after it receives the Notice if no date is specified).

46.3 The SRSS Provider acknowledges that in performing the Contract, it may become subject to certain statutory provisions relating to security and security issues, and must ensure that its Personnel are aware of, and comply, with those statutory provisions.

46.4 Subject to clause 60, the SRSS Provider may apply to the Department for a variation in the Contract Charges if the SRSS Provider can substantiate that changes to the security requirements pursuant to clause 46.2.3 have cost implications for it.

Personnel Security

46.5 The SRSS Provider must obtain prior written authorisation from the Department for any Personnel who may be required to:

- 46.5.1 enter secure areas in the Department's building or places;
 - 46.5.2 work with Commonwealth Personnel for extended periods;
 - 46.5.3 have access to Security Classified Information, or valuable assets; or
 - 46.5.4 hold a particular kind of security clearance that the Department Notifies to the SRSS Provider.
- 46.6 The SRSS Provider must ensure that all Personnel proposed for authorisation under clause 46.5:
- 46.6.1 are of good fame and character;
 - 46.6.2 are properly qualified for the tasks they are to perform; and
 - 46.6.3 will act in all circumstances in a fit and proper manner while they are carrying out work under this Contract.
- 46.7 The SRSS Provider must provide any information the Department reasonably requests to enable the Department to investigate whether particular Personnel should be authorised under clause 46.5.
- 46.8 The Commonwealth must Notify the SRSS Provider of:
- 46.8.1 the Personnel who have been granted authorisation under clause 46.5 (**Authorised Persons**);
 - 46.8.2 the type and level of Commonwealth security clearance (if any) given to each Authorised Person; and
 - 46.8.3 the period during which the authorisation is effective; and
 - 46.8.4 the Personnel who have not been granted authorisation.
- 46.9 The SRSS Provider must acknowledge receipt of any Notice provided under clause 46.8 by signing and returning a copy of the Notice to the Department.
- 46.10 The SRSS Provider must promptly Notify the Department of any change in an Authorised Person's circumstances that, in the SRSS Provider's reasonable opinion, is likely to affect the Commonwealth's authorisation of that person.
- 46.11 The Commonwealth may, at any time, on reasonable grounds, without any liability whatsoever, withdraw, limit or suspend its authorisation of a particular person, and if it does so, must Notify the SRSS Provider.
- 46.12 If the Department gives a Notice under clause 46.11, the SRSS Provider must, upon request by the Department, propose and make available another person for authorisation by the Commonwealth under clause 46.5 within a reasonable time and without inconvenience or cost to the Commonwealth.
- 46.13 The Department may, from time to time, Notify the SRSS Provider that particular Personnel must hold a particular level of Commonwealth security clearance and the

SRSS Provider must comply with, and ensure its Personnel act in accordance with, that Notice.

- 46.14 Unless otherwise specified in Attachment B (Contract Charges and Expenses), the SRSS Provider is responsible for all costs associated with obtaining security clearances or obtaining authorisation under this clause 46.

Information Security

- 46.15 The SRSS Provider must not permit any of its Personnel to have any access to Security Classified Information unless:
- 46.15.1 the relevant person has been cleared to the appropriate security level;
 - 46.15.2 the Commonwealth has given prior written authorisation; and
 - 46.15.3 the relevant person has undergone any training specified in Attachment A (Schedule of Services) relating to access and use of Security Classified Information.
- 46.16 The SRSS Provider must inform the Department immediately if it becomes aware that any unauthorised person has had access to Security Classified Information.
- 46.17 The SRSS Provider must not perform any part of the Services outside Australia, or transfer Security Classified Information outside Australia, without the Department's prior written approval.
- 46.18 The SRSS Provider must ensure that any access its Personnel have to the Department's systems or information (including information in relation to SRSS Recipients) immediately cease upon that Personnel ceasing to be an employee or contractor of the SRSS Provider or no longer have a requirement to access such information.

Physical Security

- 46.19 The SRSS Provider may only access the Department's premises if it:
- 46.19.1 has the Department's written authorisation; and
 - 46.19.2 complies with the Department's requirements set out in this Contract or otherwise Notified by the Department including any directions or procedures in relation to security and workplace safety that apply to those premises.
- 46.20 The SRSS Provider must ensure that its Personnel safeguard any keys or passes or other Material detailing access arrangements that are provided to the SRSS Provider for the purposes of this Contract.
- 46.21 The SRSS Provider must protect any Official Resources it possesses or controls to the same extent as if it were the Commonwealth, including ensuring that unauthorised persons cannot access any Official Information.

Security Reports

- 46.22 The SRSS Provider must Notify the Department immediately if it becomes aware that a Security Incident has occurred.
- 46.23 The SRSS Provider must supply written security reports to the Department in a form and at the times specified in Attachment A (Schedule of Services) or as otherwise Notified by the Department, including the following information:
- 46.23.1 all Security Incidents, including steps taken by the SRSS Provider to address these;
 - 46.23.2 perceived security problems;
 - 46.23.3 where appropriate, recommendations for security improvements;
 - 46.23.4 proposed and actual changes of Personnel; and
 - 46.23.5 any other information which the Department reasonably requires.

Training

- 46.24 The SRSS Provider must, upon request by the Department, ensure that its Personnel undertake the training specified in Attachment A (Schedule of Services) or as Notified by the Department.

SECTION H - RISKS

47. DELAY AND EXCUSABLE EVENTS

Notification of delays

- 47.1 The SRSS Provider must, on becoming aware that it will be unable to meet an Obligation in relation to delivery of the Services or Deliverables, or any other Obligation under the Contract (including compliance with Performance Measures), promptly Notify the Department and provide details of the cause of the anticipated delay or failure and of the SRSS Provider's proposal for managing and minimising the delay or failure.

Extension of time

- 47.2 Without limiting the Parties' Obligations to minimise and manage risk in accordance with the Contract, if the SRSS Provider is delayed in the provision of the Services or Deliverables and the event giving rise to the delay is an Excusable Event, the SRSS Provider may request an extension of time for the provision of the Services or Deliverables for the period the SRSS Provider was delayed or prevented from providing those Services or Deliverables in accordance with the variation procedures in clause 60 if required.
- 47.3 If the Department grants any extension of time (which it may do in its sole discretion), the Parties may vary the Contract in accordance with the variation procedures in clause 60 if required.

Effect of Excusable Event on Performance Measures

- 47.4 An Excusable Event will be taken into account in measuring the SRSS Provider's performance against the Performance Measures specified in Attachment A (Schedule of Services) only to the extent it affects any applicable Performance Measures.
- 47.5 The SRSS Provider must obtain the Department's approval in writing of a claim that circumstances preventing achievement of a Performance Measure(s) is an Excusable Event, and must provide Notice of the details of the relevant Excusable Event before the Excusable Event may be:
- 47.5.1 taken into account in calculating the SRSS Provider's performance against a Performance Measure or calculating a Contract Rebate; or
 - 47.5.2 incorporated by the SRSS Provider into the reporting of the SRSS Provider's performance against a Performance Measure.
- 47.6 Subject to the Department giving written approval of a claim for relief, if the SRSS Provider believes an Excusable Event has prevented (or is preventing) it from achieving a Performance Measure(s), the Department may:
- 47.6.1 grant an extension of the permissible time for complying with the Performance Measure(s) by the length of the period of prevention directly caused by the Excusable Event; or
 - 47.6.2 if the prevention is ongoing, waive the requirement to comply with that Performance Services for the period of the prevention or grant such other relief as may be appropriate in the circumstances.

Excusable Events

- 47.7 For the purposes of this clause 47 and subject to clause 47.8, an Excusable Event is:
- 47.7.1 a fire, flood, earthquake, elements of nature or act of God;
 - 47.7.2 a riot, civil disorder, rebellion or revolution;
 - 47.7.3 an Australian Government delay in passing any appropriation bills; and
 - 47.7.4 any of the following events:
 - (a) wilfully wrong or unlawful conduct of the Department or Department Personnel; or
 - (b) a failure caused by action of any Department Personnel, except if the Department Personnel are acting in accordance with the SRSS Provider's direction and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure.
- 47.8 An event specified in clause 47.7 will only be an Excusable Event if, and to the extent, it:

- 47.8.1 is beyond the SRSS Provider's reasonable control (including being beyond the reasonable control of the subcontractors of or suppliers to the SRSS Provider);
- 47.8.2 could not have reasonably been contemplated by the SRSS Provider; or
- 47.8.3 is caused by the Department and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure.

48. CONFLICT OF INTEREST

- 48.1 In this clause 48:

Conflict means any matter, circumstance, interest, or activity affecting the SRSS Provider (including its Personnel) which may or may appear to impair the ability of the SRSS Provider to provide the Services to the Department diligently and independently.

- 48.2 The SRSS Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict that has not been disclosed to the Department exists or is likely to arise in the performance of its Obligations under this Contract by itself or by any of its Personnel.
- 48.3 The SRSS Provider must not, and must ensure that its Personnel do not, engage in any activity that is likely to give rise to a Conflict.
- 48.4 If a Conflict arises, or appears likely to arise, during the Term the SRSS Provider must:
 - 48.4.1 Notify the Department immediately;
 - 48.4.2 make full disclosure of all relevant information relating to the Conflict; and
 - 48.4.3 take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- 48.5 If the SRSS Provider is unable or unwilling to resolve or deal with a Conflict to the satisfaction of the Department, the Department may terminate this Contract in accordance with clause 62.

49. RISK MANAGEMENT AND BUSINESS CONTINUITY

- 49.1 The SRSS Provider must, in relation to the performance of the Services:
 - 49.1.1 implement appropriate risk management strategies;
 - 49.1.2 act in accordance with generally recognised best practice risk management standards in its industry;
 - 49.1.3 maintain regular backup copies of all software and databases used in provision of the Services;

- 49.1.4 protect against the introduction of any computer virus or malicious code and against effects of any such virus or malicious code;
- 49.1.5 maintain and upgrade the business continuity plan and disaster recovery procedures and plans and provide these plans to the Department upon request; and
- 49.1.6 maintain an appropriate risk register and risk treatment schedule.
- 49.2 The SRSS Provider must comply with any additional risk management measures specified in Attachment A (Schedule of Services) and Attachment F (Additional Risk Management Measures), including any:
 - 49.2.1 requirement to prepare and/or comply with a risk management plan or business continuity plan; and
 - 49.2.2 any provisions giving the Commonwealth rights necessary to ensure continued provision of the Services in the event of default or likely default (known as 'step-in rights').
- 49.3 The SRSS Provider must comply with, and must ensure that all Subcontractors comply with, the SRSS Provider's risk management strategies and plans in the performance of the Services, including any additional requirements under Attachment A (Schedule of Services) and Attachment F (Additional Risk Management Measures).

50. WARRANTIES

Application of general warranties

- 50.1 The general warranties provided under this clause 50:
 - 50.1.1 will survive the termination or expiry of this Contract; and
 - 50.1.2 are in addition to, do not limit and are not limited by any other warranties provided by the SRSS Provider under this Contract.

SRSS Provider has informed itself

- 50.2 The SRSS Provider warrants, represents and undertakes that:
 - 50.2.1 it has and will be deemed to have done everything possible to inform itself fully and completely as to:
 - (a) the requirements in this Contract;
 - (b) the Law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of performing this Contract; and
 - (c) all things necessary for delivery and management of this Contract and the performance of the SRSS Provider's Obligations under this Contract;

- 50.2.2 it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations; and
- 50.2.3 it does not rely on any representation, warranty, condition or other conduct, information, statement or document which may have been made by the Department or any person purporting to act on behalf of the Department in entering into this Contract, other than an express warranty contained in this Contract.

SRSS Provider's right to grant licences

- 50.3 The SRSS Provider warrants, represents and undertakes that it has:
 - 50.3.1 the right to grant all licences granted pursuant to this Contract;
 - 50.3.2 will have at the time it provides accommodation to an SRSS Recipient, all necessary rights, title and interests in that accommodation to provide the SRSS Recipient with quiet enjoyment of the accommodation; and
 - 50.3.3 the right or consent of all relevant owners or licensors of all relevant third Party rights needed for the provision of the Services.

SRSS Provider's right to enter this Contract

- 50.4 The SRSS Provider warrants and represents that:
 - 50.4.1 it has the right to enter into this Contract;
 - 50.4.2 it has:
 - (a) full corporate power and authority; and
 - (b) all rights, title, licences, interests and property necessary, to lawfully enter into, perform and observe its Obligations under this Contract;
 - 50.4.3 the execution, delivery and performance of this Contract has been duly and validly authorised by all necessary corporate action; and
 - 50.4.4 the SRSS Provider's signing, delivery and performance of this Contract does not constitute:
 - (a) a violation of any judgment, order or decree;
 - (b) a material default under any agreement which relates in any way to the provision of the Services; or
 - (c) an event that would, with notice or lapse of time, constitute such a default.

SRSS Provider skill and quality

- 50.5 The SRSS Provider represents and warrants that it has, and its Personnel have, and they will both continue to have and to use, the skills, qualifications and experience to perform the Services in a skilful, diligent, responsive, professional, efficient and controlled manner, with a high degree of quality and to a standard that complies with this Contract and meets the Department's requirements in full.

SRSS Provider's disclosure of proceedings and matters

- 50.6 The SRSS Provider warrants, represents and undertakes that it has disclosed in writing prior to the Commencement Date any matter that may affect the SRSS Provider's reputation or capability or ability to perform and fulfil its Obligations under this Contract, including:
- 50.6.1 any relevant litigation, arbitration, mediation, conciliation, proceeding or investigation that is taking place, pending or threatened (either in Australia or overseas); and
 - 50.6.2 any relevant matters relating to the commercial, technical or financial capacity of the SRSS Provider or of any Subcontractor proposed to be engaged in respect of this Contract.

SRSS Provider's compliance with Australian Government Policy

- 50.7 The SRSS Provider warrants, represents and undertakes that:
- 50.7.1 it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
 - 50.7.2 it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment account; and
 - 50.7.3 it is not named, and none of its Personnel are named, on the list of persons designated as terrorists for the purposes of the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth).

Third party warranties

- 50.8 If the SRSS Provider supplies any items that have been procured from a third party, or that incorporate or rely on goods or services that have been procured from a third party, the SRSS Provider assigns to the Department, to the extent permitted by Law, the benefits of any warranties given by the third party. This assignment does not in any way relieve the SRSS Provider of the Obligation to comply with warranties offered directly by the SRSS Provider under this Contract.

Department's right to enter this Contract

- 50.9 The Department warrants that it has the right and authority to enter into this Contract.

51. INDEMNITY

51.1 The SRSS Provider must at all times indemnify the Department and its Personnel and any SRSS Recipient (**those indemnified**) from and against any:

51.1.1 Loss or Liability incurred;

51.1.2 Loss of or damage to property of those indemnified or any other person;

51.1.3 Loss incurred in dealing with any claim against those indemnified including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department; or

51.1.4 Loss arising out of, or as a consequence of, the personal injury or death of any person,

arising from:

51.1.5 any act or omission by the SRSS Provider or its Personnel in connection with this Contract;

51.1.6 any breach by the SRSS Provider of its Obligations or warranties under this Contract;

51.1.7 any incorrect or incomplete provision of data or information whether by input into the Department's IT systems or otherwise;

51.1.8 any unauthorised use or disclosure by the SRSS Provider, its Personnel, or Subcontractors of Personal Information held or controlled in connection with this Contract; or

51.1.9 the use by those indemnified of the Contract Material or Auxiliary Material provided by the SRSS Provider (including in respect of any infringement of Intellectual Property Rights in that Material),

irrespective of whether there was fault on the part of the person whose conduct gave rise to that Liability or Loss.

51.2 The SRSS Provider's Liability to indemnify the Department under clause 51.1 will be reduced proportionately to the extent that any breach of this Contract by the Department or any act or omission involving fault on the part of the Department contributed to the relevant Liability or Loss.

51.3 The right to be indemnified under clause 51.1 is in addition to, and not exclusive of, any other right, power or remedy provided by Law.

51.4 This clause 51 will survive seven years from the expiration or termination of this Contract.

Rights held on trust

51.5 Where an indemnity in this clause 51 provides a benefit to a person who is not a Party to the Contract (including SRSS Recipients), that benefit will be held on trust for that

person by the Department through whom those rights are obtained and that benefit may be exercised by the person as beneficiary under the trust or on their behalf by the Department as trustee.

52. LIABILITY

Limitation

- 52.1 The liability of each Party arising out of or in connection with this Contract (including any indemnity) is, subject to clause 52.2, limited to the amount specified in Item 11 of the Contract Details.
- 52.2 Unless specified otherwise in Item 11 of the Contract Details, any limit on the liability of each Party under clause 52.1 does not apply in relation to liability relating to:
- 52.2.1 personal injury (including sickness and death);
 - 52.2.2 loss of, or damage to, tangible property;
 - 52.2.3 any infringement of Intellectual Property Rights;
 - 52.2.4 a breach of any Obligation of confidentiality, security matter or privacy; or
 - 52.2.5 any breach of any Law or any wilfully wrong act or omission, including, in the case of the SRSS Provider, any act or omission that constitutes repudiation of this Contract.
- 52.3 Unless specified otherwise in Item 11 of the Contract Details, the limitation of liability in clause 52.1 applies in respect of each single occurrence or a series of related occurrences arising from a single cause.

Review of limitation

- 52.4 The Parties acknowledge that the limitation of liability specified in Item 11 of the Contract Details may be subject to review in the event that this Contract is varied or extended.
- 52.5 Without limiting the Department's rights under clause 4.2, for the avoidance of doubt, a Party may require a review of the limitation of liability specified in Item 11 of the Contract Details as a condition of its acceptance to a variation request under clause 60, but only for the purpose of achieving a proportionate adjustment to reflect any alteration to that Party's risk exposure arising out of that variation.

Contribution

- 52.6 The liability of a Party (**Party A**) for any Losses incurred by another Party (**Party B**) will be reduced proportionately to the extent that:
- 52.6.1 any negligent act or omission of Party B (or of its Subcontractors or Personnel); or

52.6.2 any failure by Party B to comply with its Obligations and responsibilities under this Contract,

contributed to those Losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of this Contract.

53. GUARANTEES

Performance Guarantee

53.1 Not Used

Financial Undertaking

53.2 Not Used

54. NOVATION AND CONTRACTING RIGHTS FOR SUBCONTRACTORS

54.1 The Department may, at any time, Notify the SRSS Provider that some or all Subcontractors must:

54.1.1 enter into a direct contractual relationship with the Department; or

54.1.2 novate the Subcontract to the Department for the scope of the Services provided by the Subcontractor as nominated by the Department.

54.2 Upon receiving a Notice in accordance with clause 54.1.2, the SRSS Provider must, at no additional cost to the Department, promptly arrange for the agreements with the Subcontractor(s) identified in the Notice to be novated or assigned to the Department (as determined by the Department) using the deed of novation or assignment set out in Attachment J (Subcontractor Novation Deed).

54.3 Without limiting the SRSS Provider's Obligations to co-ordinate and manage Other Providers, upon completion of any novation of a Subcontract, the SRSS Provider must continue to provide the Services not affected by the novation of the Subcontracts(s) in accordance with this Contract.

54.4 The SRSS Provider must ensure that its contractual arrangements with Subcontractors incorporate pre-agreed provisions for novation or assignment of those arrangements that are consistent with this Contract and from the SRSS Provider to the Department, at no additional cost to the Department.

54.5 This clause 54 applies equally to any leases entered by the SRSS Provider for the purposes of the Services and the SRSS Provider must ensure that it has, or is able to, obtain all necessary consents to permit any lease to be transferred to the Department or its nominee and otherwise perform all required transactions (and meet all applicable costs) to effect or permit this occur.

55. INSURANCE

Obligation to maintain insurance

- 55.1 In connection with the provision of the Services, the SRSS Provider must have and maintain for the Term, valid and enforceable insurance policies of the types for the amounts set out in Item 14 of the Contract Details.
- 55.2 The insurance policies referred to in clause 55.1 must be maintained for the Term unless specified otherwise in Item 14 of the Contract Details.

Certificates of currency

- 55.3 The SRSS Provider must:
- 55.3.1 upon request by the Department; and
- 55.3.2 promptly after each required insurance policy is renewed,
- provide proof that it has insurance required under this clause 55 to the Department.

56. STEP-IN RIGHTS

- 56.1 Without prejudice to any other right or remedy which the Department may have under the Contract, at common law or under any Law, if a Trigger Event occurs the Department may, at its option, give a Notice (**Step-In Notice**) to the SRSS Provider.
- 56.2 A Trigger Event occurs if:
- 56.2.1 any default or non-performance by the SRSS Provider under this Contract occurs which substantially prevents, hinders, degrades or delays the performance of any critical function of the Department or the SRSS Programme for more than 48 consecutive hours;
- 56.2.2 any default or non-performance by the SRSS Provider under this Contract occurs which causes a delay in meeting a milestone that is, in the Department's reasonable opinion, a critical milestone;
- 56.2.3 in the Department's reasonable opinion there has been:
- (a) substantial non-performance by the SRSS Provider of its Obligations under this Contract including delay;
- (b) gross mismanagement by the SRSS Provider or other event which gives rise to a material risk of a disruption to the provision of the Services under the Contract and the SRSS Provider does not commence to remedy the relevant event within 24 hours of being given Notice by the Department requiring the SRSS Provider to remedy the relevant event or fails to remedy the relevant event within twenty (20) Business Days (or such longer period as agreed by the Department) after being given that Notice; or

- (c) the SRSS Provider seeks to terminate this Contract other than in accordance with its legal rights under the Contract or at Law, or otherwise repudiates or abandons the Contract.

Upon giving Step-In Notice

56.3 Upon giving a Step-In Notice to the SRSS Provider:

- 56.3.1 the Department or its nominee may take control of that part or the whole of the provision of the Services in question as is necessary to exercise the step-in rights under this clause and to remedy the Trigger Event;
- 56.3.2 the Department may obtain similar services elsewhere or make any other arrangements considered necessary by the Department; and
- 56.3.3 the SRSS Provider must provide all reasonable assistance to the Department or its nominee wherever and however reasonably possible to ensure that the Department is able to take the steps permitted under this clause, including:
 - (a) the grant of royalty-free licences to the Department to:
 - (i) access the relevant part of the SRSS Provider's facilities and use the SRSS Provider's equipment, furnishings and fittings; and
 - (ii) use any documentation and software, including Intellectual Property Rights in that documentation and software, or other Material or intellectual property in respect of which the SRSS Provider has the necessary ownership or usage rights, needed for the exercise of the Department's rights under this clause;
 - (b) providing the Department or its nominee with access to, and the use of, relevant Personnel of the SRSS Provider for no additional Charges; and
 - (c) ensuring that the Department or its nominee is able to assist the SRSS Provider to continue to meet the SRSS Provider's ongoing Contractual or other Obligations (other than Obligations arising under this Contract) that relate to the SRSS Provider's activities affected by the Step-In Notice, without any liability accruing to the Department or its nominee in respect of those Obligations (but without limitation to this clause).

56.4 Upon the Department or its nominee exercising any of its rights under this clause, the SRSS Provider's Obligations under the Contract to provide the Services being provided by the Department, or in respect of which the Department is exercising its rights under this clause, are suspended to the extent and for such period as is necessary to permit the Department to exercise those rights.

Cost of exercising Step-In Rights

- 56.5 If the Department exercises its rights under this clause, the Department will be entitled to retain from the Charges an amount equal to its or its nominee's reasonable costs and any necessary capital expenditure **(Reasonable Costs)** required in exercising those rights and, where appropriate, providing the relevant part of the Services.
- 56.6 If the Reasonable Costs calculated in accordance with clause 56.5 exceed the Charges, the Department or its nominee may recover from the SRSS Provider the difference between the Reasonable Costs and the Charges that would otherwise have been payable to the SRSS Provider for those Services.
- 56.7 The Charges payable by the Department to the SRSS Provider during the period in which the Department exercises its rights under this clause will be the amount payable under the Contract, after taking into account any rights the Department may have to set off, retain or recover the Charges in the Contract, including the Reasonable Costs.

Cessation of Step-In Rights

- 56.8 The Department must cease to exercise its rights under this clause if:
- 56.8.1 the Trigger Event is satisfactorily remedied or resolved; and
 - 56.8.2 the Department is reasonably satisfied that there is no longer a material risk to the performance of this Contract.

Termination by the Department

- 56.9 If the event giving rise to the Trigger Event has not been remedied or resolved within a period of 40 Business Days from the date that the Step-In Notice was given, or such later date for remedy or resolution agreed to by the Department and the SRSS Provider, the Department may terminate the Contract in accordance with this clause.
- 56.10 If the Contract is terminated in the circumstances referred to in clause 56.9, the SRSS Provider is not entitled to any termination compensation or payment whatsoever, including any payment in relation to the remaining period of this Contract.

Other matters

- 56.11 No action of the Department or its nominee under this clause limits or otherwise affects the SRSS Provider's liability to the Department with respect to any default or non-performance by, or other liability of, the SRSS Provider under the Contract.
- 56.12 The SRSS Provider's liability under this clause will be reduced proportionately to the extent that any tortious (including negligent), unlawful act or omission or wilful misconduct of the Department or its nominee caused or contributed to the Loss.

SECTION I - ACCESS AND AUDIT

57. BOOKS AND RECORDS

- 57.1 The SRSS Provider must at all times, and must ensure its Subcontractors, maintain full, true, accurate and up-to-date accounts and records relating to this Contract (and keep all receipts and other evidence of expenses). Such accounts and records must:

- 57.1.1 include appropriate audit trails for transactions performed;
 - 57.1.2 record all receipts and expenses in relation to the performance of the Services;
 - 57.1.3 record all other matters on which the SRSS Provider is required to report by this Contract;
 - 57.1.4 be kept in a manner that permits them to be conveniently and properly audited, and enables the Contract Charges and any other amounts payable to be determined;
 - 57.1.5 comply with any applicable Australian Accounting Standards; and
 - 57.1.6 be made available to the Department (including by Subcontractors) as required for monitoring and reviewing the performance of the SRSS Provider's Obligations under this Contract, including being available for audit and access in accordance with clauses 58 and 59 (and such information may be requested to be provided to substantiate any invoice submitted by the SRSS Provider).
- 57.2 The SRSS Provider must securely retain, and require its Subcontractors to securely retain, for a period of seven years after termination or expiration of this Contract, all accounts and records referred to in clause 57.1.
- 57.3 The SRSS Provider must comply with any reasonable directions from the Department with respect to any applicable Commonwealth, State or Territory Laws relating to archival requirements.
- 57.4 The SRSS Provider must bear its own costs of complying with this clause 57.
- 57.5 If the SRSS Provider has custody, control or possession of Commonwealth records, the SRSS Provider must comply with the *Archives Act 1983* (Cth) to the extent applicable to those records.
- 57.6 This clause 57 applies for the Term and for a period of seven (7) years from the termination or expiry of this Contract.

58. ACCESS TO PREMISES AND AUDITS

- 58.1 The SRSS Provider must allow:
- 58.1.1 the Departmental Representative(s);
 - 58.1.2 the Australian National Audit Office (including the Auditor-General or his or her delegate);
 - 58.1.3 the Privacy Commissioner or his or her delegate;
 - 58.1.4 the Australian Information Commissioner or his or her delegate;
 - 58.1.5 the Commonwealth Ombudsman or his or her delegate; and
 - 58.1.6 other persons authorised by the Departmental Representative(s),

(each an **Authorised Investigator**) to access the SRSS Provider's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the SRSS Provider's possession or control as set out in this clause 58, for purposes associated with the Contract or any review of performance under the Contract including:

- 58.1.7 the SRSS Provider's operational practices and procedures as they relate to this Contract, including security procedures and financial management practices (including management of any public money);
 - 58.1.8 the accuracy of the SRSS Provider's invoices, receipts and reports in relation to the provision of the Services under this Contract;
 - 58.1.9 the SRSS Provider's compliance with its confidentiality, privacy Obligations and security Obligations under this Contract;
 - 58.1.10 material (including books and records) in the possession of the SRSS Provider relevant to the Services or Contract; and
 - 58.1.11 any other matters determined by the Authorised Investigator to be relevant to the this Contract.
- 58.2 The SRSS Provider must provide full and accurate answers to any questions regarding records or information related to this Contract.
- 58.3 The rights referred to in clause 58.1 are subject to:
- 58.3.1 the provision of reasonable prior Notice to the SRSS Provider;
 - 58.3.2 compliance with the SRSS Provider's reasonable security procedures;
 - 58.3.3 each Party bearing its own cost arising out of or in connection with any access or inspection; and
 - 58.3.4 if appropriate, execution of a deed of confidentiality relating to non-disclosure of the SRSS Provider's Confidential Information.

Access by the Authorised Investigator

- 58.4 The Authorised Investigator may:
- 58.4.1 access the premises of the SRSS Provider to the extent relevant to the performance of this Contract;
 - 58.4.2 require the provision by the SRSS Provider and its Personnel, of records and information in a data format and storage medium accessible by the Authorised Investigator by use of the Authorised Investigator's existing computer hardware and software;
 - 58.4.3 inspect and copy documentation, books and records, however stored, in the custody or under control of the SRSS Provider or its Personnel; and
 - 58.4.4 require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any

administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Authorised Investigator, and any inquiry conducted by Parliament or any Parliamentary committee.

- 58.5 The SRSS Provider must provide access to the SRSS Provider's computer hardware and software to the extent necessary for the Authorised Investigator to exercise its rights under this clause 58, and provide the Authorised Investigator with any reasonable assistance requested by the Authorised Investigator to use that hardware and software.

Conduct of audit and access

- 58.6 The Authorised Investigator must use reasonable endeavours to ensure that:

- 58.6.1 audits performed pursuant to clause 58; and
- 58.6.2 the exercise of the general rights granted by this clause 58 by the Authorised Investigator,

do not unreasonably delay or disrupt in any material respect the SRSS Provider's performance of its Obligations under this Contract.

Independent Financial Audits

- 58.7 The SRSS Provider must provide to the Department, by 30 October each year of the Term:

- 58.7.1 a financial report covering the previous financial year;
- 58.7.2 a written statement signed by an authorised officer of the SRSS Provider that the terms and conditions of the Contract have been complied with; and
- 58.7.3 a written statement signed by an independent auditor certifying that the financial reports required are based on proper accounts and those records are in agreement with those accounts and records.

No reduction in responsibility

- 58.8 The requirement for, and participation in, audits does not in any way reduce the SRSS Provider's responsibility to perform its Obligations in accordance with this Contract.

No restriction

- 58.9 Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the:

- 58.9.1 Australian National Audit Office (including the Auditor -General or his or her delegate);
- 58.9.2 Privacy Commissioner or his or her delegate;
- 58.9.3 Australian Information Commissioner or his or her delegate; or

58.9.4 Commonwealth Ombudsman or his or her delegate or a delegate,

and the rights of the Department under this Contract are in addition to any other power, right or entitlement of those entities.

Costs

- 58.10 Except as set out in clause 58.11, each Party must bear its own costs of any reviews and/or audits.
- 58.11 If the SRSS Provider is able to substantiate that it has incurred direct expenses in the Department's exercise of the rights granted under this clause 58 which, having regard to the value of this Contract, are substantial, the Department and the SRSS Provider may negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and must be substantiated.
- 58.12 The SRSS Provider must ensure that any Subcontract contains an equivalent clause granting the rights specified in this clause 58.
- 58.13 This clause 58 applies for the Term and for a period of seven years from the date of expiration or termination of the Contract.

59. ADDITIONAL ACCESS TO DOCUMENTS

- 59.1 This clause 59 applies and the SRSS Provider acknowledges that this Contract is a Commonwealth Contract.
- 59.2 If the Department receives a request for access to a document created by, or in the possession of, the SRSS Provider or any Subcontractor that relates to the performance of this Contract (but not to the entry into this Contract), the Department may at any time by giving Notice require the SRSS Provider to provide the document to the Department and the SRSS Provider must, at no additional cost to the Department, promptly comply with the Notice but in any event no later than 14 days from the date of receipt of the Department's request.
- 59.3 The SRSS Provider must include in any Subcontract provision that will enable the SRSS Provider to comply with its Obligations under this clause 59.
- 59.4 This clause 59 survives the expiration or termination of this Contract.

SECTION J - CHANGES TO THE CONTRACT, DISPUTES AND TERMINATION

60. VARIATION OF THIS AGREEMENT

- 60.1 No variation of this Contract will be of any force or effect unless it is in writing and signed by the Parties.
- 60.2 Unless a provision of this Contract expressly provides otherwise, the Parties must follow the processes in Attachment D (Contract Change Process) if either Party wishes to vary the Contract.
- 60.3 Any changes to the Contract Charges and Expenses associated with a variation of this Contract must:

- 60.3.1 not exceed any reasonable additional cost; and
- 60.3.2 take fully into account any reduction in cost.
- 60.4 No proposed changes to any Contract Charges or Expenses are payable by the Department until those Contract Charges and Expenses have been agreed in accordance with this Contract.
- 60.5 Any variation to this Contract takes effect from the date on which the Parties execute the necessary document to implement that change unless another date for commencement of the variation is specified in that document.

61. DISPUTE RESOLUTION

- 61.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:
 - 61.1.1 the Party claiming that there is a dispute will send to the other a Notice setting out the nature of the dispute;
 - 61.1.2 the Parties must try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;
 - 61.1.3 the Parties must act in good faith to genuinely attempt to resolve the dispute in all stages of the dispute resolution process;
 - 61.1.4 the Parties have ten Business Days from the sending of the Notice (or such other time as is agreed by the Parties) to:
 - (a) reach a resolution; or
 - (b) to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure (and if the Parties cannot agree to a mediation or some other form of alternative dispute resolution procedure within a further ten Business Days from the sending of the Notice (or such other time as is agreed by the Parties), the Parties must request the chairperson of LEADR or the chairperson's nominee to appoint a mediator); and
 - 61.1.5 either Party may commence legal proceedings if:
 - (a) there is no resolution or agreement; or
 - (b) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission (or such extended time as the Parties may agree in writing before the expiration of the fifteen (15) Business Days).
- 61.2 Despite the existence of a dispute, the SRSS Provider must continue to perform the Services unless Notified otherwise by the Department.

Role of mediator and Obligations of parties

- 61.3 The role of any person appointed to conduct any form of alternative dispute resolution procedure will be to assist in negotiating a resolution of the dispute. That person may not make a decision which is binding on a Party to the dispute unless the Party agrees in writing.

Confidentiality

- 61.4 Any information or Documentation disclosed by a party under this clause 61:
- 61.4.1 must be kept confidential (subject to this Contract); and
 - 61.4.2 may only be used to attempt to resolve the dispute unless otherwise agreed by the Parties.

Costs

- 61.5 Each Party to a dispute must pay its own costs of complying with this clause 61. The Parties to the dispute must equally pay the costs of any dispute resolution procedure unless otherwise agreed.

Termination of process

- 61.6 A party to a dispute may terminate the dispute resolution process by giving Notice to each other Party after it has complied with this clause 61.

Breach of this clause

- 61.7 If a party to a dispute breaches clauses 61.1 to 61.8, the other Party does not have to comply with those clauses in relation to the Dispute.

When clause does not apply

- 61.8 Clause 61.1 does not apply to:
- 61.8.1 action by either Party under or purportedly under clause 62;
 - 61.8.2 action by the Department under or purportedly under clauses 32.3, 32.5 or 63; or
 - 61.8.3 either Party commencing legal proceedings for urgent interlocutory relief.

Survival

- 61.9 This clause 61 survives termination of this Contract.

62. TERMINATION FOR DEFAULT

- 62.1 If the SRSS Provider fails to perform any Obligation under this Contract, the Department may (without limitation to any other remedy available at Law):
- 62.1.1 if it considers that the failure is not capable of remedy – terminate this Contract immediately by Notice; or

- 62.1.2 if it considers that the failure is capable of remedy – give Notice requiring that the failure to be remedied within the time specified in the Notice and, if the failure is not remedied within that time, terminate this Contract immediately by giving a second Notice.
- 62.2 The Department may also, by Notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the SRSS Provider suffers an Insolvency Event.
- 62.3 The SRSS Provider must Notify the Department immediately if:
 - 62.3.1 the SRSS Provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the SRSS Provider which may have an adverse effect on the ability of the SRSS Provider to perform its Obligations under this Contract;
 - 62.3.2 the SRSS Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - 62.3.3 the SRSS Provider ceases to carry on business;
 - 62.3.4 the SRSS Provider ceases to be able to pay its debts as they become due;
 - 62.3.5 the SRSS Provider being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed; or
 - 62.3.6 where the SRSS Provider is a partnership, any step is taken to dissolve that partnership.

63. TERMINATION FOR CONVENIENCE

- 63.1 The Department may, at any time by Notice, terminate this Contract or reduce the scope of the Services immediately, for any reason (including if there is a reduction in demand for the Services or number of SRSS Recipients).
- 63.2 Upon receipt of a Notice of termination or reduction, the SRSS Provider agrees to:
 - 63.2.1 stop (or reduce) work as specified in the Notice;
 - 63.2.2 take all available steps to minimise loss resulting from that termination or reduction; and
 - 63.2.3 continue work on any part of the Services not affected by the Notice.
- 63.3 If there has been a termination under clause 63.1, the Department will be liable only:
 - 63.3.1 to pay any Contract Charges or Expenses relating to those parts of the Services completed before the effective date of termination; and
 - 63.3.2 to reimburse any expenses reasonably and unavoidably incurred by the SRSS Provider and directly attributable to the termination or reduction where the SRSS Provider substantiates these amounts to the satisfaction of the Departmental Representative(s).

- 63.4 Clause 63.3.2 does not apply if the Notice of termination or reduction is at least three months.
- 63.5 The Department is not liable to pay compensation under clause 63.3 in an amount which would, in addition to any amounts paid or due or becoming due to the SRSS Provider under this Contract, together exceed the Contract Charges.
- 63.6 Where there has been a reduction in the scope of the Services, the Department's liability to pay the Contract Charges or Expenses under this Contract will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Services.
- 63.7 The SRSS Provider will not be entitled to compensation for loss of prospective profits or any consequential or indirect Losses.

SECTION K - GENERAL

64. COMPLIANCE WITH LAWS AND POLICIES

General

- 64.1 The SRSS Provider must, in carrying out its Obligations under this Contract, comply with all relevant Laws of the Commonwealth or State or Territory or local authority in force from time to time.
- 64.2 The SRSS Provider must, in carrying out its Obligations under this Contract, comply with applicable Commonwealth policies, guidelines or operational requirements if those policies, guidelines or operational requirements are specified in this Contract or Notified to the SRSS Provider from time to time as applicable to the Services (including any amendments to those policies, guidelines and operational requirements).
- 64.3 Without limiting clauses 64.1 or 64.2, the SRSS Provider must comply with all provisions and requirements set out in Attachment G (Commonwealth Law and Policy Requirements).

Offences under Crimes Act 1914 and Criminal Code 1995

- 64.4 The SRSS Provider acknowledges and agrees that:
- 64.4.1 any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing the Services may be an offence under Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including a maximum of ten years imprisonment;
- 64.4.2 the giving of false and misleading information to the Department or its Personnel is a serious offence under Division 137 of the *Criminal Code 1995* (Cth); and
- 64.4.3 the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than to a person to

whom the SRSS Provider is authorised to publish or disclose the fact or document) may be an offence under sections 70 and 79 of the *Crimes Act 1914* (Cth), the maximum penalty for which is seven years imprisonment.

65. NOTICES

- 65.1 A Notice, request or other communication must be given in writing and dealt with as follows:
- 65.1.1 if given by the SRSS Provider to the Department - addressed and forwarded to the Department, for the attention of the Departmental Representative(s) at the address indicated in Item 15 of the Contract Details or as otherwise Notified by the Departmental Representative(s).
 - 65.1.2 if given by the Department to the SRSS Provider - signed by the Departmental Representative(s) and forwarded to the SRSS Provider at the address indicated at Item 15 of the Contract Details or as otherwise Notified by the SRSS Provider Representative.
- 65.2 Any such Notice, request or other communication must be delivered by hand or sent by pre-paid security post, facsimile or email, to the address of the Party to which it is sent.
- 65.3 Any Notice, request or other communication will be deemed to be received:
- 65.3.1 if delivered personally, on the date of delivery;
 - 65.3.2 if sent by pre-paid security post, on the day that the acknowledgment of delivery is completed by the recipient;
 - 65.3.3 if sent by facsimile:
 - (a) before 4:00pm on any Business Day, on the following Business Day; or
 - (b) after 4:00pm on any Business Day, on the second Business Day following the day of dispatch,

provided that the sender receives an "OK" code in respect of the transmission and is not Notified by the recipient by close of business of the next Business Day (or second Business Day as applicable) following the day of dispatch that the transmission was illegible; and
 - 65.3.4 if transmitted electronically before 4:00pm on any Business Day, on that Business Day, or if after 4:00pm, on the following Business Day, provided the Sender does not receive a transmission error report or 'out-of-office' type notification.

66. PROTECTION OF THE DEPARTMENT'S REPUTATION

Logos and branding

- 66.1 The SRSS Provider must not use the Department's logo without obtaining the Department's prior written approval.

- 66.2 If the Department approves the use of the Department's logo on a publication, the SRSS Provider must:
- 66.2.1 comply with the Australian Government Branding Guidelines as amended from time to time (available at www.dpmc.gov.au);
 - 66.2.2 comply with any directions issued by the Department;
 - 66.2.3 ensure that the Department's logo has prominence over and above other images, including any logo for the SRSS Provider; and
 - 66.2.4 ensure that the Department's logo meets minimum size requirements and is not altered or distorted.

Acknowledgement of Department support

- 66.3 In this clause 66, 'Approved Branding Wording' means the wording identified in clause 66.4.
- 66.4 The SRSS Provider may acknowledge the Department's involvement in the SRSS Programme by using the following wording:
- 66.4.1 'Supported by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
 - 66.4.2 'Funded by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
 - 66.4.3 'Part-funded by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
- or such other wording as may be Notified by the Department in writing to the SRSS Provider for the purpose of this clause 66.4.
- 66.5 If the SRSS Provider proposes using wording that departs from the Approved Branding Wording, it must submit a written request and sample to the Department for approval prior to use.

Public comment

- 66.6 The SRSS Provider must not, and must ensure that its Personnel do not, make or permit any public announcement or communication in connection with:
- 66.6.1 this Contract;
 - 66.6.2 any matter or transaction that this Contract deals with; or
 - 66.6.3 the Department,
- without obtaining prior approval from the Department, except as required to comply with the Law or the requirements of any regulatory body.

- 66.7 For the avoidance of doubt, no right or Obligation arising from this Contract is to be read or understood as limiting the SRSS Provider's rights to enter into public debate or criticism of the Australian Government, its agencies or its Personnel.

Survival

- 66.8 This clause 66 survives the expiration or termination of this Contract.

67. ASSIGNMENT AND NOVATION

- 67.1 The SRSS Provider must not assign, in whole or in part, its rights or Obligations under this Contract without the prior written approval of the Department.
- 67.2 The SRSS Provider must not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Contract without first consulting the Department.

68. RELATIONSHIP OF THE PARTIES

- 68.1 The SRSS Provider must not represent itself, and must ensure that its Personnel and Subcontractors do not represent themselves, as being Personnel of the Department, or as otherwise able to bind or represent the Department.
- 68.2 The SRSS Provider is not by virtue of this Contract or for any purpose Personnel of the Department, and does not have any power or authority to bind or represent the Department.

69. WAIVER

- 69.1 A waiver by either Party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision.
- 69.2 A single or partial exercise by a Party of any right or remedy it holds under this Contract or at Law does not prevent the Party from exercising the right again or to the extent it has not fully exercised the right.
- 69.3 A waiver of any provision of or right under this Contract:
- 69.3.1 must be in writing signed by the Party entitled to the benefit of that provision or right; and
- 69.3.2 is effective only to the extent set out in any written waiver.

70. GOVERNING LAW AND JURISDICTION

- 70.1 This Contract is governed by the law specified in Item 16 of the Contract Details and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

71. PROPORTIONATE LIABILITY EXCLUDED

- 71.1 This clause 71 applies if the SRSS Provider comprises more than one entity.

- 71.2 To the maximum extent permitted by Law, the Department and the SRSS Provider each agree that the provisions of this Contract are express provisions for their rights, Obligations and liabilities with respect to matters to which a Proportionate Liability Law applies and, to the extent permitted by Law, this Contract's provisions exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with such a Law.

72. ENTIRE AGREEMENT

- 72.1 This Contract records the entire agreement between the Parties in relation to its subject matter it deals with. No Party can rely on an earlier agreement, or anything said or done by another Party or by a director, officer, agent or employee of that Party before the Effective Date. Nothing in this clause excludes any liability for fraudulent misrepresentation.

73. SEVERABILITY

- 73.1 A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

74. APPROVAL

- 74.1 Where this Contract contemplates that the Department may agree, approve or consent to something then (unless a contrary intention appears):
- 74.1.1 the agreement, approval or consent, must be in writing;
 - 74.1.2 the Department may agree, approve, consent, or not agree, approve or consent; and
 - 74.1.3 the Department may place conditions on its agreement, approval or consent and the SRSS Provider must comply with those conditions.

75. JOINT AND SEVERAL

- 75.1 If a Party to this Contract is made up of more than one person, then unless otherwise specified in this Contract:
- 75.1.1 an Obligation of those persons is joint and several; and
 - 75.1.2 a right of those persons is held by each of them severally.
- 75.2 Any agreement, representation, warranty or indemnity:
- 75.2.1 by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and
 - 75.2.2 in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

76. COSTS

76.1 Each Party must pay its own costs of negotiating, preparing and executing this Contract and any document related to this Contract.

77. NO MERGER

77.1 The rights and Obligations of the Parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

78. FURTHER ACTION

78.1 Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

79. COUNTERPARTS

79.1 The Contract may be executed in counterparts. All executed counterparts constitute one document.

EXECUTION

SIGNED for and on behalf of the
Commonwealth of Australia as represented by
the Department of Immigration and Border
Protection (ABN 33 380 054 835) by its duly
authorised delegate:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

29.8.14.

Date

s. 22(1)(a)(ii)

Signature of delegate

K. POPE

Name of delegate (print)

FAS, CPCD

Position of delegate (print)

29/8/14

Date

SIGNED on behalf of Adult Multicultural
Education Services (ABN 49 056 993 913)
acting its authorised representative in the
presence of:

s. 47F(1)

Signature of Witness

s. 47F(1)

Name of Witness (print)

25/8/2014

Date

s. 47F(1)

Signature of Authorised Representative

s. 47F(1)

Name of Authorised Representative (print)

25/08/2014

Date

ATTACHMENT A (SCHEDULE OF SERVICES)

TABLE OF CONTENTS

PART 1 - OVERVIEW.....	83
1. PURPOSE OF THIS SCHEDULE OF SERVICES	83
2. CONTRACT REGION.....	83
3. BACKGROUND	83
4. OBJECTIVE, GOALS AND CRITICAL SUCCESS FACTORS.....	84
5. PRINCIPLES.....	85
6. GENERAL SRSS PROVIDER OBLIGATIONS.....	85
7. SRSS RECIPIENTS AND ELIGIBILITY	87
8. CORE SERVICE DELIVERY REQUIREMENTS	88
PART 2 - ACCOMMODATION SERVICES.....	89
9. GENERAL ACCOMMODATION SERVICES.....	89
10. PROVIDED ACCOMMODATION.....	89
11. ASSISTANCE TO SRSS RECIPIENTS WITH COMMUNITY LINKS	93
12. ASSISTANCE TO EXIT PROVIDED ACCOMMODATION	94
13. INDEPENDENT ACCOMMODATION	94
PART 3 - CASE COORDINATION	97
14. GENERAL CASE COORDINATION	97
15. CASE WORKER AND CARER SUPPORT	97
16. CASE WORKER SUPPORT	97
17. CARER SUPPORT.....	99
18. REFERRAL PROCESS.....	100
19. TRANSIT ASSISTANCE SERVICES.....	105
20. RECEPTION AND INDUCTION.....	106
21. NEEDS ASSESSMENTS AND CASE PLANS	108
22. FINANCIAL HARDSHIP ASSISTANCE.....	110
23. ESSENTIAL REGISTRATIONS.....	111
24. ORIENTATION ASSISTANCE SERVICES	114
25. MEANINGFUL ENGAGEMENT ASSISTANCE	116
26. TRANSITION OUT SERVICES (SRSS RECIPIENT).....	117
27. TRANSITION OUT TIMEFRAMES.....	118
PART 4 - CONTRACT ADMINISTRATION.....	120
28. CONTRACT ADMINISTRATION	120
29. COMMUNICATION WITH SRSS RECIPIENTS	121
30. INCIDENT MANAGEMENT AND REPORTING.....	123

31.	RECORDS MANAGEMENT	125
32.	INFORMATION TECHNOLOGY REQUIREMENTS	125
33.	HUMAN RESOURCES	129
34.	CONTRACT MANAGEMENT AND PROGRAMME IMPLEMENTATION, PLANNING AND DELIVERY	132
35.	PERFORMANCE MANAGEMENT AND GOVERNANCE	139

PART 1 - OVERVIEW

1. PURPOSE OF THIS SCHEDULE OF SERVICES

Overview

- 1.1 The purpose of this Schedule of Services is to describe tasks, objectives, outcomes and requirements that must be met by the SRSS Provider to provide all Services in an integrated fashion in the Contract Region(s) for which the SRSS Provider has been selected.
- 1.2 The SRSS Provider, when referring to the description of the Services in this Schedule of Services, must also refer to the Contract, the SRSS Policy Advice Manual, Operational Procedures Manual and other referenced documents, as applicable.

General Requirements

- 1.3 This Schedule of Services sets out the following:
 - 1.3.1 a description of the broad legislative framework which underpins the work of the Department;
 - 1.3.2 the objective of the SRSS Programme and the Department's goals, critical success factors and principles to guide the Services to be provided by the SRSS Provider;
 - 1.3.3 a description of SRSS Recipients, including the categories and eligibility of SRSS Recipients who the Department may refer to the SRSS Provider;
 - 1.3.4 the resources, skills and expertise that must be provided by the SRSS Provider in the delivery of the Services; and
 - 1.3.5 specific requirements for the Services (including Performance Measures) that must be achieved by the SRSS Provider.
- 1.4 This Schedule of Services sets out the obligations that the SRSS Provider must meet in performing the Services. The SRSS Operational Procedures Manual provides a detailed description of the required Services, including any process that must be followed. Together they set the standards to which the Services must be performed and any limitations or restrictions that may apply to the Services.

2. CONTRACT REGION

- 2.1 The Contract Region covered by this Contract is set out in the Contract Details.

3. BACKGROUND

- 3.1 The *Migration Act 1958* sets the broad structure and rules by which non-citizens can enter and stay in Australia. It establishes a system of Visa classes, and conditions for the removal of persons from Australia. Further details in relation to obligations under the *Migration Act 1958*, such as the criteria an applicant must meet to be granted a Visa, and how applications for Visas must be made, are set out in the *Migration Regulations 1994*.
- 3.2 The *Immigration (Guardianship of Children) Act 1946* (IGOC Act), provides that the Minister for Immigration and Border Protection is the legal guardian of unaccompanied children in Australia who satisfy the criteria under section 4AAA of the IGOC Act. The

IGOC Act allows the Minister to delegate some of his/her guardianship powers and functions under the Act to officers of the Commonwealth or State or Territory governments. The IGOC Act also allows the Minister to select and appoint willing and suitable persons or organisations to be Custodians of IGOC Minors and to place IGOC Minors into the custody of those persons or organisations. Further details in relation to obligations under the IGOC Act, including the duties and responsibilities of Custodians, are set out in the *Immigration (Guardianship of Children) Regulations 2001*.

- 3.3 The *Migration Act 1958*, *Migration Regulations 1994*, *Immigration (Guardianship of Children) Act 1946* and *Immigration (Guardianship of Children) Regulations 2001* constitute the broad legislative framework under which the entry and stay of non-citizens in Australia is regulated. This legislation is implemented through the policies of the Government and administered by the Department of Immigration and Border Protection (the Department). Consistent with this, the Department is responsible for assessing Visa applications and asylum claims and providing support, where appropriate, to Visa applicants and asylum seekers.
- 3.4 The process of assessing Visa applications and asylum claims, including any review process, is known as the immigration status resolution process. The Status Resolution Support Services (SRSS) Programme provides support to eligible non-citizens in Australia. It aims to balance the SRSS Recipient's needs, the Department's Duty of Care (where relevant), and the need to resolve the SRSS Recipient's immigration status.

4. OBJECTIVE, GOALS AND CRITICAL SUCCESS FACTORS

Objective

- 4.1 The objective of the SRSS Programme is to deliver appropriate support to people engaging with the Department to resolve their immigration status.

Goals

- 4.2 The goals of the SRSS Programme are to deliver:
- 4.2.1 a quality service that is consistent with Government policy and that balances the SRSS Recipient's needs, the Department's Duty of Care (where relevant), and the need to resolve the SRSS Recipient's immigration status;
 - 4.2.2 consistency in decision making and improved integration in the delivery of support to those engaging with the Department to resolve their immigration status; and
 - 4.2.3 demonstrable and continuing value for money for the Commonwealth.

Critical Success Factors

- 4.3 Critical success factors must be consistently achieved in order for the contract to be successful. The critical success factors are measured by key performance indicators set out in Annex 3.
- 4.4 The critical success factors are:
- 4.4.1 SRSS Providers are able to scale up or down the Services to meet departmental requirements without compromising the quality of services provided;

- 4.4.2 SRSS Providers deliver the Services in a manner consistent with the Contract and the SRSS Operational Procedures Manual;
- 4.4.3 SRSS Providers are able to adapt to and readily accommodate changes in Government policy;
- 4.4.4 SRSS Providers effectively manage the interface between the Department and SRSS Recipients; and
- 4.4.5 Services are provided at affordable costs that represent value for money for the Commonwealth.

5. PRINCIPLES

- 5.1 SRSS Providers must perform the Services in a manner that is consistent with the following guiding principles:
 - 5.1.1 deliver support to SRSS Recipients in a consistent, flexible and integrated way, with special care taken to ensure the best interests and needs of children are taken into consideration;
 - 5.1.2 educate and encourage SRSS Recipients to be accountable and responsible for their own actions;
 - 5.1.3 involve SRSS Recipients in identifying and addressing their needs;
 - 5.1.4 build on SRSS Recipients' strengths to achieve a level of self-sufficiency; and
 - 5.1.5 respect the cultural and religious diversity of SRSS Recipients.

6. GENERAL SRSS PROVIDER OBLIGATIONS

Overview

- 6.1 The SRSS Provider must provide the Services:
 - 6.1.1 in accordance with, and so as to meet, all the requirements specified in the Contract, this Schedule of Services, the SRSS Operational Procedures Manual and the SRSS Programme principles;
 - 6.1.2 in the Contract Region(s) specified in the Contract Details;
 - 6.1.3 for all SRSS Recipients referred to the SRSS Provider by the Department (within the capacity agreed between the Parties);
 - 6.1.4 to meet the individual needs of each SRSS Recipient in a manner that is consistent with this Schedule of Services and the SRSS Operational Procedures Manual; and
 - 6.1.5 using an organisational and resource structure that can readily adapt to changing SRSS Recipient numbers and changing Service requirements.
- 6.2 Without limiting its Obligations under the Contract, this Schedule of Services or the SRSS Operational Procedures Manual, the SRSS Provider must, when delivering the Services:

- 6.2.1 ensure that all requirements for support to be provided to SRSS Recipients described, or referred to, in the Contract (including this Schedule of Services or the SRSS Operational Procedures Manual) are performed as part of the Services, even if they are not described as 'Services';
 - 6.2.2 ensure Carers, Case Workers and Independent Observers and all other SRSS Provider Personnel comply with any Obligations, which includes complying with Laws and undertaking appropriate checks as specified in the Contract (including this Schedule of Services and the SRSS Operational Procedures Manual);
 - 6.2.3 meet any requirements that the Contract (including this Schedule of Services and the SRSS Operational Procedures Manual) indicates may be imposed on the SRSS Provider by the Department;
 - 6.2.4 meet the Performance Measures for the Services specified in the Contract;
 - 6.2.5 comply with the governance, communication and reporting requirements (including using departmental systems) specified in the Contract (including this Schedule of Services or the SRSS Operational Procedures Manual); and
 - 6.2.6 comply with any direction given by the Department in connection with the Services, including, without limitation, about the application of the SRSS Programme to SRSS Recipients.
- 6.3 In this Schedule of Services and the SRSS Operational Procedures Manual:
- 6.3.1 if an Obligation is expressed to apply to the Personnel of the SRSS Provider, the SRSS Provider must ensure the Obligation is achieved;
 - 6.3.2 if the Schedule of Services or the SRSS Operational Procedures Manual provides that the Department may require or request the SRSS Provider to take any action, the SRSS Provider must comply with that requirement or request; and
 - 6.3.3 if this Schedule of Services or the SRSS Operational Procedures Manual specifies that a Deliverable or a task is subject to the Department's approval, the SRSS Provider must obtain that approval before implementing that Deliverable or performing that task, and must comply with any condition of the approval.

Flexibility and Scalability

- 6.4 Without limiting clauses 4 or 5, the SRSS Provider must perform the Services in a manner that is:
- 6.4.1 adaptable to and readily accommodates changes in Government policy during the Term to ensure that the Services are delivered in accordance with Government policy;
 - 6.4.2 appropriate to the individual needs of each SRSS Recipient; and
 - 6.4.3 adaptable to and readily accommodates changes in SRSS Recipient numbers (which may significantly increase or decrease during the Term).

7. SRSS RECIPIENTS AND ELIGIBILITY

Overview

- 7.1 The SRSS Provider must deliver the Services to SRSS Recipients from culturally and linguistically diverse backgrounds with different needs who are referred to the SRSS Provider by the Department. In doing so, the SRSS Provider must comply with the Multicultural Access and Equity Policy set out in Attachment G (Commonwealth Law and Policy Requirements).
- 7.2 SRSS Recipients may include, but are not limited to:
- 7.2.1 Unaccompanied Minors in Alternative Places of Detention;
 - 7.2.2 Unaccompanied Minors, adults and family groups who are legally detained under the *Migration Act 1958 (Cth)* but who reside in the community under Residence Determination arrangements;
 - 7.2.3 adults and family groups who reside in the community on Bridging Visas and other Temporary Visas; and
 - 7.2.4 other vulnerable people in the community in the process of resolving their immigration status.

SRSS Bands

- 7.3 The SRSS Programme delivers support through six 'Bands' which are:
- 7.3.1 **Band 1** - Services are delivered to SRSS Recipients in Alternative Places of Detention. They include Carer support and Independent Observer Services;
 - 7.3.2 **Band 2** - Services are delivered to SRSS Recipients in the Australian community. They include Provided Accommodation with Carer support, Case Worker support and Case Coordination;
 - 7.3.3 **Band 3** - Services are delivered to SRSS Recipients in the Australian community. They include Provided Accommodation, Case Worker support and Case Coordination;
 - 7.3.4 **Band 4** - Services are short-term (up to six weeks) Transitional Support delivered to SRSS Recipients in the Australian community. They include Provided Accommodation, Case Worker support and Case Coordination;
 - 7.3.5 **Band 5** - Services are delivered to SRSS Recipients in the Australian community. They include Case Worker support and Case Coordination; and
 - 7.3.6 **Band 6** - Services are delivered to SRSS Recipients in the Australian community. They include basic Case Coordination.
- 7.4 The Department is responsible for determining the Band classification for each SRSS Recipient.
- 7.5 The SRSS Provider must provide the Services to each SRSS Recipient in accordance with the Band they have been allocated by the Department.

- 7.6 The Department may move SRSS Recipients between Bands depending on their circumstances and level of need. If the Department moves an SRSS Recipient between Bands, the SRSS Provider must ensure the Services provided to the SRSS Recipient are in accordance with the requirements for the new Band within the timeframes stipulated in paragraphs 18.38 to 18.42.

Referrals

- 7.7 The Department will refer SRSS Recipients to the SRSS Provider at the Department's discretion.
- 7.8 The Department will also assess applications from the SRSS Provider for people already living in the community (Band 6 Applications) to determine their eligibility to receive the Services.
- 7.9 The SRSS Provider must only provide the Services to SRSS Recipients determined to be eligible by the Department.

Duration of Delivery of Services

- 7.10 The SRSS Provider must provide the Services to the SRSS Recipients until the Department instructs the SRSS Provider to cease providing the Services to the SRSS Recipient (subject to any Obligations upon expiry or termination of the Contract as set out in the Contract).
- 7.11 If the SRSS Provider becomes aware that an SRSS Recipient's circumstances have changed and they may no longer be eligible to receive the Services, the SRSS Provider must Notify the Department immediately.
- 7.12 If the Department Notifies the SRSS Provider that an SRSS Recipient is no longer eligible to receive the Services, the SRSS Provider must cease providing the Services through the SRSS Programme within the timeframes set out under paragraph 27.

8. CORE SERVICE DELIVERY REQUIREMENTS

- 8.1 The SRSS Programme has two broad areas of service delivery (Core Service Delivery Requirements):
- 8.1.1 Accommodation Services; and
- 8.1.2 Case Coordination Services.

PART 2 - ACCOMMODATION SERVICES

9. GENERAL ACCOMMODATION SERVICES

- 9.1 The SRSS Provider must operate a flexible accommodation Service to meet varying SRSS Programme and SRSS Recipient needs to ensure the SRSS Recipients are accommodated in suitable Provided Accommodation or suitable Independent Accommodation in accordance with this Services Schedule and the SRSS Operational Procedures Manual.
- 9.2 The SRSS Provider must:
- 9.2.1 ensure accommodation is available on arrival for all referred SRSS Recipients who are eligible for Provided Accommodation;
 - 9.2.2 conduct Accommodation Suitability Assessments and Community Link Checks;
 - 9.2.3 provide assistance to those SRSS Recipients exiting Provided Accommodation to access Independent Accommodation; and
 - 9.2.4 provide ongoing accommodation support on a needs basis and in accordance with the SRSS Recipient's Band.

10. PROVIDED ACCOMMODATION

- 10.1 The SRSS Provider must provide:
- 10.1.1 **ongoing Supported Accommodation** for SRSS Recipients in Band 2 if required by the Department;
 - 10.1.2 **ongoing Provided Accommodation** for SRSS Recipients in Band 3 if required by the Department;
 - 10.1.3 **Transitional Accommodation** (up to six weeks) for SRSS Recipients in Band 4 if required by the Department; and
 - 10.1.4 **Emergency Accommodation** (up to two weeks) for SRSS Recipients in Band 5 only if approved by the Department.

Bands 2 and 3:

General

- 10.2 The SRSS Provider must source and maintain an agreed number of properties (rental accommodation) in agreed locations before receiving referrals for SRSS Recipients in Bands 2 and 3, in accordance with the processes and requirements set out in the SRSS Operational Procedures Manual.
- 10.3 The SRSS Provider must:
- 10.3.1 not enter into (or vary) any lease to accommodate SRSS Recipients if the term of the lease will or could extend past the Term unless the Department has approved the lease term in writing prior to the lease or extension of the lease being agreed or exercised; and

- 10.3.2 when seeking approval from the Department, advise the Department of the cost and the period that the term of the lease would extend past the Term of the Contract if approved.
- 10.4 Any leasing costs incurred after the end of the Term without the express written approval of the Department will not be met by the Department.
- 10.5 Provided Accommodation must be of a standard commensurate with what low income Australians might be able to afford and must at least comply with the accommodation standards set out in the SRSS Operational Procedures Manual.
- 10.6 The rental cost of Provided Accommodation for Bands 2 and 3 must be paid by the SRSS Provider and it will be reimbursed by the Department in accordance with Attachment B as long as it is delivered in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.
- 10.7 The SRSS Provider must submit an inventory of Provided Accommodation for Bands 2 and 3 as directed by the Department using the template provided by the Department. This inventory must include accurate details on the number of properties, their capacity, bedroom count, bathroom count, tenancy agreements and location or any other details as required by the Department.
- 10.8 The Department may inspect properties used by the SRSS Provider for Provided Accommodation throughout the Term. The SRSS Provider must ensure the Department is able to access Provided Accommodation in order to conduct any required inspection. If the Department assesses a property as unsuitable, the SRSS Provider must either facilitate necessary repairs or find suitable alternative accommodation within the timeframes required by the Department or as otherwise agreed in writing with the SRSS Provider.
- 10.9 If requested by the Department, the SRSS Provider must work with landlords to modify an existing property, or obtain a new property, to meet the needs of a specific SRSS Recipient.
- 10.10 The SRSS Provider must seek written approval from the Department before making any modifications to a property used for the purposes of the SRSS Programme. The Department will only reimburse costs associated with any modifications if written approval has been obtained from the Department prior to the work commencing.
- 10.11 It is a legislative requirement for Band 2 and 3 SRSS Recipients to reside at the address approved by the Minister. The SRSS Provider must assist SRSS Recipients to comply with this legislative requirement and Notify the Department where the SRSS Recipient is not complying with this requirement.

Utilities

- 10.12 The SRSS Provider must ensure all required utilities and landlines have been connected before any Band 2 or Band 3 SRSS Recipient enters the property. All connection fees must be paid by the SRSS Provider and will be reimbursed by the Department in accordance with Attachment B.
- 10.13 The Department will reimburse the SRSS Provider for the cost of all utilities and local calls made by Band 2 SRSS Recipients from a landline in accordance with Attachment B.
- 10.14 SRSS Recipients in Band 3 are responsible for paying telephone bills with their Living Allowance. SRSS Providers will pay utilities bills for Band 3 Recipients where required

under the Operational Procedures Manual, and the department will reimburse the SRSS Provider for these costs as a Direct Recipient Cost.

Basic Household Goods

- 10.15 The SRSS Provider must ensure each property is adequately furnished with Basic Household Goods before any Band 2 or Band 3 SRSS Recipient enters the property in accordance with the SRSS Operational Procedures Manual. The SRSS Operational Procedures Manual provides details on the required Basic Household Goods, and additional Goods (such as Baby Packages, where required) the quality of Goods, and the cost limits relating to household composition.
- 10.16 The SRSS Provider must ensure the cost of the Basic Household Goods does not exceed the expenditure caps specified in the SRSS Operational Procedures Manual. The SRSS Provider will not be reimbursed for Basic Household Goods that exceed the maximum amounts set out in the SRSS Operational Procedures Manual.
- 10.17 The SRSS Provider must ensure the amount and type of Basic Household Goods is appropriate for the number of SRSS Recipients to be accommodated in that property.
- 10.18 The Department may inspect Basic Household Goods throughout the Term.
 - 10.18.1 If, in the Department's sole opinion, the amount or type of Basic Household Goods is not sufficient for the SRSS Recipients in the property, the SRSS Provider must provide sufficient Basic Household Goods to the satisfaction of the Department. If the SRSS Provider has already spent the maximum amount (based on the cost limits set in the SRSS Operational Procedures Manual), the SRSS Provider must cover the cost of any additional Basic Household Goods.
 - 10.18.2 If, in the Department's sole opinion, the quality of any Basic Household Goods does not meet the requirements of the Contract and the SRSS Operational Procedures Manual, the SRSS Provider must provide alternative Basic Household Goods that meet the requirements of the Contract and the SRSS Operational Procedures Manual, to the satisfaction of the Department. The SRSS Provider must cover the cost of any such replacement Basic Household Goods, (with the exception of replacement for fair wear and tear).
- 10.19 Ownership of all Basic Household Goods purchased by the SRSS Provider remains with the SRSS Provider.
- 10.20 The SRSS Provider must appropriately manage Basic Household Goods so they can be re-used during the provision of the Services (provided they still meet the requirements of this Contract). Disposing of any Basic Household Goods will be at the SRSS Provider's expense when they are no longer required for the purposes of the Contract.
- 10.21 If the SRSS Provider has been asked by the Department to reduce their Provided Accommodation portfolio, and the SRSS Provider is seeking reimbursement for the storage costs of Basic Household Goods, the Department, in consultation with the SRSS Provider, will determine whether or not storage, disposal or other processes constitute best value for money for dealing with the Basic Household Goods.
- 10.22 If the Department agrees to pay storage costs for Basic Household Goods under Clause 10.21, the SRSS Provider must organise appropriate storage. The Department will reimburse the

SRSS Provider for approved storage costs in accordance with the Operational Procedures Manual.

- 10.23 When SRSS Recipients exit Provided Accommodation, the SRSS Provider must ensure SRSS Recipients take their linen with them (including bed linen and towels). The SRSS Provider must ensure all other Basic Household Goods remain at the property unless stated otherwise in the SRSS Operational Procedures Manual. The SRSS Provider must provide new linen for all incoming SRSS Recipients in accordance with the SRSS Operational Procedures Manual.
- 10.24 The SRSS Provider must provide replacement Basic Household Goods to cover wear and tear in accordance with the SRSS Operational Procedures Manual. If an SRSS Provider is unable to provide replacement Basic Household Goods within any pre-approved amounts (cap) outlined in the SRSS Operational Procedures Manual, the SRSS Provider must seek departmental approval to increase the cap on an exceptional basis.
- 10.25 The SRSS Provider must be able to justify to the Department's satisfaction any expenditure on Basic Household Goods (including the purchase of new Basic Household Goods). If the Department is not satisfied that expenditure on Basic Household Goods is required or does not meet the requirements of the Contract, the SRSS Provider will not be reimbursed for those Basic Household Goods.

Bands 4 and 5:

- 10.26 The SRSS Provider must secure:
 - 10.26.1 Transitional Accommodation for SRSS Recipients in Bands 4; and
 - 10.26.2 Emergency Accommodation for SRSS Recipients in Bands 5, where required.
- 10.27 Transitional and Emergency Accommodation for Bands 4 and 5 may include boarding houses, hostels or backpackers.
- 10.28 If boarding houses, hostels or backpackers are not available for Bands 4 and 5, the SRSS Provider may use other budget accommodation, including motels and hotels.
- 10.29 All Transitional and Emergency Accommodation must be delivered in accordance with the SRSS Operational Procedures Manual. The cost of Transitional and Emergency Accommodation must be met by the SRSS Provider, and will be reimbursed by the Department provided it is delivered in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.
- 10.30 SRSS Recipients in Bands 4 and 5 are required to make a rental contribution while in Provided Accommodation. This rental contribution will be automatically Deducted from their Living Allowance through the Department of Human Services.
- 10.31 The SRSS Provider must promptly update departmental systems with the details of Transitional and Emergency Accommodation used by SRSS Recipients in Band 4 and SRSS Recipients in Band 5 to ensure the correct payment rate for their Living Allowance is applied by the Department of Human Services.
- 10.32 The SRSS Provider must explain to the SRSS Recipient (in Bands 4 and 5 as applicable) that their Living Allowance will be reduced while they are in Transitional and Emergency Accommodation to reflect their rental contribution and that the Deduction will cease when the SRSS Recipient moves into Independent Accommodation.

- 10.33 Any extension for Transitional or Emergency Accommodation must be approved by the Department in advance. Extensions should only be sought in exceptional cases.

11. ASSISTANCE TO SRSS RECIPIENTS WITH COMMUNITY LINKS

- 11.1 If an SRSS Recipient has a family member or close friend living in the community, there may be an opportunity for that SRSS Recipient to live with their Community Link instead of using Provided Accommodation.
- 11.2 The Department will Notify the SRSS Provider of any potential Community Links of which it is aware and provide details.

Bands 2 and 3:

- 11.3 The SRSS Provider must conduct an Accommodation Suitability Assessment for SRSS Recipients in Bands 2 and 3 with a Community Link using the departmental template contained in the SRSS Operational Procedures Manual. The Accommodation Suitability Assessment must be submitted to the Department within 10 Business Days of receiving the referral of the SRSS Recipient. If the SRSS Provider does not believe it can meet the 10 Business Day timeframe it must advise the Department immediately and provide an explanation as to why the 10 Business Day threshold cannot be met. If the 10 Business Day threshold cannot be met, the SRSS Provider must work with the Department to agree to an alternative solution.
- 11.4 When conducting an Accommodation Suitability Assessment, the SRSS Provider must take into account the following considerations:
- 11.4.1 the health, safety and needs of the SRSS Recipient;
 - 11.4.2 the ability of the Community Link to provide the necessary support to the SRSS Recipient (including consideration of whether the link is recently arrived in the community or in receipt of Humanitarian Settlement Services support);
 - 11.4.3 the relationship of the SRSS Recipient to the Community Link (host);
 - 11.4.4 other people living with the link and their willingness to have the SRSS Recipient live with them;
 - 11.4.5 the size and condition of the property, including an assessment of any lease restrictions; and
 - 11.4.6 accessibility to services and support.
- 11.5 For Unaccompanied Minor SRSS Recipients, the SRSS Provider must explain to proposed Community Links that, should the placement be approved, they may be asked to accept Custodianship or Carer responsibilities of the SRSS Recipient (for more information, refer to the SRSS Operational Procedures Manual). The SRSS Provider must provide clear and accurate guidance on the responsibilities of becoming a Custodian or Carer, including their reporting responsibilities.
- 11.6 For these Unaccompanied Minor SRSS Recipients, the SRSS Provider must also organise and pay for National Police Checks for all adults currently residing in the Community Link's property in accordance with the SRSS Operational Procedures Manual. The SRSS Provider must also organise and pay for National Police Checks for any adults who move into the

property at a later date. The Department will reimburse the SRSS Provider for National Police Checks associated with Accommodation Suitability Assessments for Unaccompanied Minors in accordance with Attachment B.

- 11.7 The Department will determine the suitability of a property based on the Accommodation Suitability Assessment and other relevant information available.
- 11.8 The SRSS Provider must update the Accommodation Suitability Assessment whenever circumstances in the Community Link household change, in accordance with the SRSS Operational Procedures Manual. The updated Accommodation Suitability Assessment must be submitted to the Department within 10 Business Days of the SRSS Provider becoming aware of the change.
- 11.9 The SRSS Provider must detail any rental contribution or Basic Household Goods requests in the Accommodation Suitability Assessment to obtain departmental approval. The SRSS Provider must:
 - 11.9.1 only provide the rental contribution directly to the Community Link after the Department has given its approval; and
 - 11.9.2 only provide the approved Basic Household Goods to the SRSS Recipient after the Department has given its approval.

Band 4:

- 11.10 The SRSS Provider must conduct a Community Link Check to ascertain the suitability, sustainability and availability of the proposed property and Community Link for SRSS Recipients in Band 4. The Community Link Check may be conducted by telephone. Confirmation of the suitability and availability of the Community Link's accommodation must be submitted to the Department within four Business Days of receiving a referral.

12. ASSISTANCE TO EXIT PROVIDED ACCOMMODATION

- 12.1 SRSS Providers must ensure SRSS Recipients exit Provided Accommodation within the Department's nominated timeframes (or other timeframes agreed by the Department). This includes assisting SRSS Recipients to fulfil their responsibilities with regard to cleaning and finalising any outstanding debts or repairs.
- 12.2 If an SRSS Recipient refuses to exit Provided Accommodation, or otherwise breaches tenancy responsibilities, the SRSS Provider must make all reasonable efforts to resolve the situation, including, where appropriate, instigating and following through with eviction proceedings.
- 12.3 Any additional costs incurred by the SRSS Provider due to eviction proceedings must have departmental approval to be reimbursed in accordance with Attachment B.

13. INDEPENDENT ACCOMMODATION

- 13.1 The SRSS Provider must provide information and advice to SRSS Recipients exiting Provided Accommodation to give them the skills to obtain and maintain Independent Accommodation. This support includes, but is not limited to:
 - 13.1.1 guidance on how and where to search for accommodation;

- 13.1.2 an introduction to local religious, ethnic or community groups that can assist in finding accommodation;
 - 13.1.3 support in establishing and managing relationships with real estate agents, landlords and community housing organisations;
 - 13.1.4 managing expectations;
 - 13.1.5 providing Rental Bond Loans and Rent in Advance Loans and explaining debt recovery processes;
 - 13.1.6 assistance in gathering and completing documentation during the rental application process;
 - 13.1.7 providing education about rental procedures and the payment of rent;
 - 13.1.8 providing advice on suitable accommodation including affordability and access to schools, shops and public transport;
 - 13.1.9 assessing the possibility of moving to another city or State or Territory to find affordable accommodation; and
 - 13.1.10 providing information on the rights and responsibilities of a tenant.
- 13.2 The SRSS Provider may provide the Independent Accommodation support outlined in paragraph 13.1 above to SRSS Recipients in Bands 5 and 6 on an exceptional basis where a need has been identified by the SRSS Provider or as directed by the Department.

Rent in Advance Loans and Rental Bond Loans

- 13.3 SRSS Recipients in Bands 4-6 may be eligible for Rent in Advance Loans and Rental Bond Loans as determined by the Department.
- 13.4 The SRSS Provider is responsible for providing the Rent in Advance Loans and Rental Bond Loans to the SRSS Recipient. The SRSS Provider must provide all relevant information to the Department and seek approval before paying Rent in Advance Loans and Rental Bond Loans, in accordance with the SRSS Operational Procedures Manual.
- 13.5 The SRSS Provider must provide a verbal and written explanation to the SRSS Recipient (in a language understood by the SRSS Recipient) that they are responsible for repaying any loan provided to them.
- 13.6 Repayments of the Rent in Advance Loans and Rental Bond Loans by the SRSS Recipient will be made through automatic Deductions from the SRSS Recipient's Living Allowance by the Department of Human Services. SRSS Providers must maintain records of written consent from the SRSS Recipient confirming they understand the nature of the loan, such as a repayment agreement.
- 13.7 The SRSS Provider must assist the SRSS Recipients in Bands 4-6 to formally lodge their Rental Bond where required under the relevant legislation. The SRSS Provider must obtain confirmation of the Rental Bond payment and retain a copy of the receipt in the SRSS Recipient's file. The SRSS Provider must provide proof of this payment to the Department in accordance with the SRSS Operational Procedures Manual.

Maintaining Accommodation

- 13.8 The SRSS Provider must ensure SRSS Recipients are aware of their obligations with regard to property maintenance for their accommodation (Provided Accommodation or Independent Accommodation). This includes, but is not limited to:
- 13.8.1 informing Recipients of their responsibility for basic property maintenance (including cleaning and gardening), and the need to report property damage;
 - 13.8.2 informing them of their responsibility to care for and, where necessary, replace Basic Household Goods (Band 2 and 3 SRSS Recipients); and
 - 13.8.3 informing them of their responsibilities with regard to the payment of utilities (SRSS Recipients in Bands 4-6) and rent (SRSS Recipients in Bands 4-6), and the consequences of not meeting those responsibilities.
- 13.9 The SRSS Provider must assist the SRSS Recipient (Bands 3-5) to complete a property condition report when they enter a property. The SRSS Provider must also assist SRSS Recipients in Provided Accommodation to complete a property condition report on exit from the property. A copy of these reports must be retained on the SRSS Recipient's file.

PART 3 - CASE COORDINATION

14. GENERAL CASE COORDINATION

- 14.1 Case Coordination refers to coordinated, integrated, needs-based support to help SRSS Recipients to access Services through the SRSS Programme.
- 14.2 The key SRSS Provider Personnel responsible for Case Coordination are Case Workers with support, if relevant, from Carers. Other Personnel may also have a role in delivering Services as approved by the Department.
- 14.3 SRSS Provider Personnel responsible for providing direct support Services to SRSS Recipients must be appropriately vetted prior to engagement. They must have passed the relevant National Police Checks, working with children and working vulnerable people checks. They must also have appropriate qualifications, training and support.

15. CASE WORKER AND CARER SUPPORT

- 15.1 The SRSS Provider must employ appropriately qualified and trained Case Workers and Carers to help manage the wellbeing of SRSS Recipients.
- 15.2 The different roles and responsibilities of Case Workers and Carers are detailed below.

16. CASE WORKER SUPPORT

- 16.1 The SRSS Provider must employ Case Workers to help manage eligible SRSS Recipients' wellbeing in accordance with their nominated Band through Case Coordination. This includes:
 - 16.1.1 assessing the SRSS Recipient's needs and developing Case Plans;
 - 16.1.2 monitoring and supporting the SRSS Recipient's health;
 - 16.1.3 participating in Case Conferencing with the Department and the Detention Health Service Provider where required;
 - 16.1.4 ensuring SRSS Recipients are registered for essential services;
 - 16.1.5 ensuring SRSS Recipients receive appropriate orientation advice;
 - 16.1.6 assisting SRSS Recipients who are subject to the Code of Behaviour to understand and comply with their obligations under the code;
 - 16.1.7 assisting SRSS Recipients to link to the local community and access meaningful activities in accordance with the SRSS Operational Procedures Manual;
 - 16.1.8 regularly monitoring and reviewing each SRSS Recipient in their care;
 - 16.1.9 making recommendations to the Department about the SRSS Recipient's ongoing support requirements; and
 - 16.1.10 reporting any changes in the SRSS Recipient's circumstances (including changes of family composition and/or change of address).

- 16.2 The SRSS Provider must employ Case Workers to take responsibility for ensuring SRSS Recipients are appropriately engaged with other services, programmes and activities in the broader community, and develop the skills to independently access support and services as required. The SRSS Provider must ensure Case Workers pay particular attention to the following:
- 16.2.1 the SRSS Recipient's health and safety;
 - 16.2.2 the special vulnerabilities of children, especially those who are unaccompanied, taking into account their age and maturity;
 - 16.2.3 family and shared house dynamics;
 - 16.2.4 the condition of the SRSS Recipient's accommodation;
 - 16.2.5 the SRSS Recipient's ability to manage their Living Allowance and meet financial responsibilities;
 - 16.2.6 capacity building (helping SRSS Recipients to develop a degree of self-sufficiency); and
 - 16.2.7 involvement in the community (meaningful engagement).
- 16.3 The SRSS Provider must ensure Case Workers identify and manage issues and report Incidents (including to the Department) in accordance with the Incident reporting timeframes in paragraphs 30.1 to 30.15.
- 16.4 The SRSS Provider must ensure the Department is aware of any changes to the SRSS Recipient's circumstances that may affect their ongoing eligibility for the SRSS Programme, including informing the Department of any breaches of the SRSS Recipient's Visa, the Code of Behaviour or Residence Determination conditions, and reporting any doubts or concerns about the SRSS Recipient's identity.
- 16.5 SRSS Recipients in Band 1 do not require Case Worker support.
- 16.6 For SRSS Recipients in Band 2, the SRSS Provider must ensure the Case Worker works cooperatively with the SRSS Recipient's Carer(s) to manage the SRSS Recipient's wellbeing.

Minimum contact with SRSS Recipients:

- 16.7 The SRSS Provider must ensure Case Workers contact SRSS Recipients (Bands 2-6) a minimum of once each month after they are established in the community. This contact must occur more frequently for SRSS Recipients displaying a higher level of need, and during their first weeks in the community, where required, to meet the SRSS Recipient's needs. For SRSS Recipients in Bands 2 and 3, the minimum monthly contact must be face to face in the SRSS Recipient's place of residence. For Bands 5 and 6, face to face contact must be made every three months at a minimum.
- 16.8 Where referred by the Department, the SRSS Provider must provide specific SRSS Recipients with information about the Code of Behaviour, the impact of any breach of the Code of Behaviour, and assistance, where relevant, to provide further information back to the Department about the circumstances of any potential breach of the Code of Behaviour.

16.9 Further details of the different levels of support are outlined in the SRSS Operational Procedures Manual. All support must be delivered in accordance with the SRSS Operational Procedures Manual.

16.10 The SRSS Provider must ensure all Service Provider Personnel do not provide immigration advice or advocate for a particular immigration outcome.

17. CARER SUPPORT

17.1 The SRSS Provider must provide Carer support to SRSS Recipients who are Unaccompanied Minors in the SRSS Programme.

Band 1:

17.2 The SRSS Provider must employ suitably trained and supported Personnel who have undergone relevant checks to deliver Carer support to Band 1 SRSS Recipients in Alternative Places of Detention as required by the Department including provision of care and support for up to 24-hours per day. The ratio of Carers to SRSS Recipients must be 1:10, unless otherwise approved by the Department.

17.3 The SRSS Provider must provide bilingual Carers to act as informal interpreters in informal and emergency situations. The SRSS Provider must ensure bilingual Carers are not used to interpret in formal interviews, such as legal or immigration related interviews. This will be done by interpreters accredited by the National Accreditation Authority for Translators and Interpreters (NAATI).

17.4 The SRSS Provider must ensure Band 1 Carers:

17.4.1 work in cooperation with the Department, the Detention Service Provider and the Detention Health Service Provider to encourage SRSS Recipients to access and use available Services in an appropriate manner, including providing input to the SRSS Recipient's Individual Management Plan (a Case Plan managed by the Detention Service Provider) and supporting the SRSS Recipient to attend school and engage in meaningful activities; and

17.4.2 are able to educate and support SRSS Recipients to behave appropriately, including helping to develop and implement behaviour management plans where required.

17.5 The SRSS Provider must report all Incidents to the Department and the Detention Service Provider in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.

Band 2:

17.6 The SRSS Provider must employ suitably trained and supported Personnel who have undergone and passed relevant checks to deliver 24-hour live-in residential Carer support to Band 2 SRSS Recipients in their Provided Accommodation.

17.7 The SRSS Provider must ensure Carers are aware of, and comply with, their responsibilities under the IGOC Act. Further details of the IGOC Act are provided in the SRSS Operational Procedures Manual.

17.8 The SRSS Provider must ensure Band 2 Carers:

- 17.8.1 assume and exercise responsibility for the safety, care and welfare of the SRSS Recipients in their care;
- 17.8.2 have access to a car to take SRSS Recipients in their care to medical appointments and other activities as required;
- 17.8.3 manage grocery shopping and pay for household food and groceries in accordance with the SRSS Operational Procedures Manual;
- 17.8.4 manage a roster of household chores and provide meals (with appropriate assistance from the SRSS Recipient(s) in the house);
- 17.8.5 work in cooperation with the Department and the SRSS Recipient's Case Worker to encourage SRSS Recipients to access and use available services in an appropriate manner, including providing input to the SRSS Recipient's Case Plan (managed by the SRSS Recipient's Case Worker) and supporting the SRSS Recipient to attend school and engage in meaningful activities;
- 17.8.6 are able to educate and assist SRSS Recipients to behave appropriately, including working with Case Workers to develop and implement behaviour management plans where required;
- 17.8.7 work with Case Workers to provide the necessary guidance and support to enable SRSS Recipients in their care to successfully transition to adulthood, including transitioning out of Supported Accommodation (and Band 2) once they turn 18;
- 17.8.8 understand and comply with their Incident reporting requirements as outlined in paragraphs 30.1 to 30.15 of this Schedule of Services and detailed in the SRSS Operational Procedures Manual; and
- 17.8.9 understand and comply with reporting requirements to State and Territory welfare authorities in accordance with relevant legislation.

18. REFERRAL PROCESS

Referrals from the Department:

- 18.1 The Department will refer SRSS Recipients to SRSS Providers with a nominated Band classification. The SRSS Provider must deliver Services to the SRSS Recipient in accordance with their nominated Band.
- 18.2 While it is anticipated that referrals will generally occur during Business Hours, the Department may refer SRSS Recipients at any time of the day or night on any day of the year.
- 18.3 The SRSS Provider must accept all referrals and deliver the Services in accordance with this Contract (including this Schedule of Services) unless the Department grants a written exemption.
- 18.4 If the SRSS Provider is not able to deliver the Services to any SRSS Recipient referred to them, they must request in writing an exemption from the Department detailing why they are unable to deliver the Services, for the Department's consideration.
- 18.5 The Department will consider the request for exemption and respond within two Business Days.

Band 1:

- 18.6 The SRSS Provider must commence service delivery to SRSS Recipients in Band 1 in established Alternative Places of Detention immediately following a referral.
- 18.7 The SRSS Provider must commence service delivery to SRSS Recipients in Band 1 in other Alternative Places of Detention (not already established) within reasonable timeframes as Notified by the Department.

Bands 2 and 3 (process prior to the SRSS Recipient being transferred into the SRSS Provider's care):

- 18.8 Band 2 and 3 referrals will include basic biographical information about the SRSS Recipient(s), and any special needs or health concerns where these are known to the Department. In response to Band 2 and 3 referrals, the SRSS Provider must:
 - 18.8.1 ensure any referral to Provided Accommodation is appropriate to the needs and circumstances of the SRSS Recipient(s) and Notify the Department if it is unsuitable; or
 - 18.8.2 conduct an Accommodation Suitability Assessment where a Community Link has been identified (as outlined in paragraph 11 of this Schedule of Services).
- 18.9 The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals to Provided Accommodation within two Business Days. For referrals where the SRSS Recipient is under the guardianship of the Minister of Immigration and Border Protection (commonly known as an IGOC Minor), the SRSS Provider may also be required to accept Custodianship within two Business Days in accordance with the SRSS Operational Procedures Manual.
- 18.10 If the SRSS Provider or its Personnel are appointed as a Custodian, the SRSS Provider or its Personnel (as applicable) must abide by the requirements of all applicable Laws and in accordance with the SRSS Operational Procedures Manual.
- 18.11 The Department will, where possible, give the SRSS Provider at least 48 hours' notice before transferring an SRSS Recipient (Band 2 and 3) into their care. In exceptional circumstances, the SRSS Provider must have the capacity to accept a Band 2 or 3 SRSS Recipient into their care with less than 48 hours Notice.
- 18.12 SRSS Recipients must reside in the accommodation approved by the Minister.
- 18.13 Prior to transfer, the SRSS Provider must make preparations to commence Service delivery, including:
 - 18.13.1 planning transit assistance Services; and
 - 18.13.2 allocating a Case Worker to each Case as appropriate (this may be a single SRSS Recipient or family group as identified by the Department).
- 18.14 Where possible, SRSS Recipients will be transferred to the SRSS Provider from Monday to Thursday; however, in exceptional circumstances as determined by the Department, the SRSS Provider must receive and commence Services at any time of the day or night, and on any day of the year.

Band 4 (process prior to the SRSS Recipient release from Held Detention):

- 18.15 SRSS Recipients will either be referred to the SRSS Provider as group or as single SRSS Recipient (or Case) referrals. The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals within two Business Days.
- 18.16 Where possible, the Department will send the SRSS Provider referrals two weeks prior to the SRSS Recipient(s)' release date.
- 18.17 Referral information will include basic biographical information, and any special needs or health concerns where these are known to the Department. On receipt of the referral the SRSS Provider must make preparations to commence Service delivery, including:
- 18.17.1 planning for transit assistance Services where required;
 - 18.17.2 allocating a Case Worker to each Case (this may be a single SRSS Recipient or family group as identified by the Department); and
 - 18.17.3 securing appropriate accommodation, including making contact with Community Links where appropriate (Community Link Checks).
- 18.18 The exact number and composition of SRSS Recipients will be finalised two Business Days before transit. The SRSS Provider must be prepared to make adjustments to accept and manage the final composition of the referral after receiving notice of the final composition from the Department.

Bands 5 and 6:

- 18.19 The Department will refer eligible Band 5 and 6 SRSS Recipients to the SRSS Provider. The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals within five Business Days.
- 18.20 The SRSS Provider must make contact with the SRSS Recipient and commence the Services within five Business Days of receiving the referral.

Applications from the Community:

- 18.21 The SRSS Provider must also provide assistance to individuals in the community who wish to apply for Band 6 support.
- 18.22 In assisting individuals with the application process, the SRSS Provider must first make a Preliminary Assessment to determine whether or not the individual is likely to be eligible for Band 6 support using the Preliminary Assessment Checklist included in the SRSS Operational Procedures Manual.
- 18.23 If the SRSS Provider determines that the individual is likely to be eligible, they must assist the individual to complete the application using the template provided by the Department. The SRSS Provider must then submit the application to the Department, together with supporting documentary evidence of financial assets and liabilities, living expenses and income.
- 18.24 If the information is incomplete, the Department will Notify the SRSS Provider. The SRSS Provider must provide additional information as required.

- 18.25 The Department will Notify the applicant and the SRSS Provider if the application has been approved. The SRSS Provider must commence the Services to the applicant (the SRSS Recipient) within five Business Days of receiving the approval Notification.

Independent Observer Services:

- 18.26 The Department will Notify the SRSS Provider about the need for Independent Observer Services for SRSS Recipients. Independent Observer Services must be provided within 24 hours of Notification, or within a timeframe otherwise agreed by the Department.
- 18.27 The SRSS Provider must employ suitably trained and supported Personnel who have undergone relevant checks to deliver Independent Observer Services to support the wellbeing of eligible SRSS Recipients (Unaccompanied Minors and other SRSS Recipients as determined by the Department) while they undergo formal interviews.
- 18.28 The SRSS Provider must ensure Independent Observers:
- 18.28.1 ensure the interview process is adequately explained to, and understood by, the SRSS Recipient;
 - 18.28.2 observe the conduct of the interview and the demeanour and presentation of the SRSS Recipient;
 - 18.28.3 are attentive to non-verbal cues of the SRSS Recipient that indicate a need to take a break during the interview;
 - 18.28.4 recognise signs that the SRSS Recipient may benefit from counselling and promptly relay such information to the Department;
 - 18.28.5 ensure the SRSS Recipient is debriefed and questions are addressed prior to conclusion of any interview;
 - 18.28.6 raise any concerns with the interviewer about the emotional and physical state of the SRSS Recipient during the interview process; and
 - 18.28.7 ensure the SRSS Recipient is returned into safe care at the conclusion of the interview process.
- 18.29 The SRSS Provider must promptly report any concerns regarding the process to the Department immediately following an interview, and provide all material, including documents and information created or stored by the Independent Observer in connection with the interview process, to the Department.
- 18.30 The SRSS Provider must not employ Independent Observers to perform the dual role of being an Independent Observer and a Carer or Case Worker.

Transfers between Bands, Locations and SRSS Providers:

- 18.31 SRSS Recipients may move between Bands, locations or SRSS Providers while in the SRSS Programme as determined by the Department.
- 18.32 The SRSS Provider must only implement a move between Bands, by adjusting the Services, on written advice or approval from the Department.

- 18.33 The SRSS Provider must complete an Exit Checklist when an SRSS Recipient moves out of Bands 2 or 3 (either through exiting the SRSS Programme or moving to a different Band) within five Business Days of the exit date.
- 18.34 The SRSS Provider must only implement and assist with a move to a new location for SRSS Recipients in Bands 1-3 after receiving written Notice from the Department.
- 18.35 SRSS Recipients in Bands 4-6 are living in the community lawfully and can move to a new location at any time at their own expense as long as they comply with their Visa conditions.
- 18.36 The SRSS Provider(s) must assist the Department and the SRSS Recipient during transfers as relevant and as required by:
- 18.36.1 cooperating and sharing information with the Department, the Detention Service Provider and Other Providers;
 - 18.36.2 assisting the SRSS Recipient to exit Provided Accommodation, including assisting the SRSS Recipient to meet their responsibilities for finalising debts and cleaning in accordance with the SRSS Operational Procedures Manual;
 - 18.36.3 notifying schools, doctors and other providers of change of address;
 - 18.36.4 providing appropriate transit assistance Services, where required by the Department (Bands 1, 2 and 3 only);
 - 18.36.5 updating Case Plans in accordance with 10 Business Days of an SRSS Recipient moving between Bands; and
 - 18.36.6 adjusting the Services in accordance with their new Band within the timeframes outlined below.
- 18.37 If an SRSS Recipient has moved locations, they may require some initial orientation support in their new location (as determined by the SRSS Provider based on a needs assessment), as detailed under paragraph 24.5

Timeframes for transfer of SRSS Recipients between bands:

- 18.38 Where SRSS Recipients are being transferred from Band 1 to Band 2, the SRSS Provider must follow the processes outlined under referrals in paragraphs 18.8 to 18.14 above.
- 18.39 Where SRSS Recipients are being transferred from Band 2 to Band 3, the SRSS Provider must adjust the Services at an agreed date in consultation with the Department.
- 18.40 Where SRSS Recipients are being transferred from Bands 2 or 3 to Band 4, the SRSS Provider must commence Band 4 support immediately on Notification from the Department. The SRSS Recipient must be assisted to depart their Band 2 or 3 Provided Accommodation within 10 Business Days. The SRSS Provider must retrieve the SRSS Recipient's Detention Health Service Provider card and return it to the Detention Health Service Provider office within five Business Days of the SRSS Recipient transitioning out of Bands 2 or 3.
- 18.41 Where SRSS Recipients are being transferred from Band 4 to Bands 5 or 6, the SRSS Provider must ensure the Services are adjusted within the six week (30 Business Days) period of eligibility for Band 4. There is no transition period beyond the six week period of eligibility.

- 18.42 Where SRSS Recipients are being transferred from Band 5 to Band 6, the SRSS Provider must adjust the Services within five Business Days.

19. TRANSIT ASSISTANCE SERVICES

- 19.1 The SRSS Provider must provide transit assistance Services to SRSS Recipients moving from Immigration Detention Facilities into the community and to eligible SRSS Recipients moving within the community in accordance with the SRSS Operational Procedures Manual. This assistance may be required for groups or individuals on any day of the week.
- 19.2 Where SRSS Recipients are exiting an Immigration Detention Facility, the Department will organise and pay for all SRSS Recipient flights and transit accommodation where required.
- 19.3 The SRSS Provider must provide transit assistance Services in accordance with the SRSS Recipient's level of need as determined by the Department. This will be communicated to the SRSS Provider with the SRSS Recipient's itinerary.
- 19.4 Unless advised otherwise, the SRSS Provider must:
- 19.4.1 meet the SRSS Recipient at the arrival gate of the airport (for interstate transfers) or the Immigration Detention Facility (for intra-state transfers);
 - 19.4.2 transport the SRSS Recipient with their luggage to their new address in the community; and
 - 19.4.3 record the transit assistance Service provided in accordance with the SRSS Operational Procedures Manual.
- 19.5 Where required, the Department may request the SRSS Provider to accompany the SRSS Recipient from an Immigration Detention Facility interstate to their community placement. If required, the Department will book and pay for the leg of the flight for which the SRSS Provider is accompanying the SRSS Recipient.
- 19.6 In all other cases, the SRSS Provider must book and pay for their own airfares and accommodation. SRSS Provider travel arrangements must be economy class and represent best fare of the day. The SRSS Provider may seek reimbursement for these costs in accordance with Attachment B.
- 19.7 The SRSS Provider must work cooperatively with the Department and Other Providers to ensure its travel arrangements are coordinated with the SRSS Recipient's travel arrangements.
- 19.8 If required by the Department, the SRSS Provider must provide a small allowance to the SRSS Recipient in accordance with the SRSS Operational Procedures Manual for food and other immediate needs to support the SRSS Recipient until they reach their destination. The Department will reimburse this allowance in accordance with Attachment B.
- 19.9 If required by the Department, the SRSS Provider must provide transit assistance Services as an isolated Service to SRSS Recipients transiting through their nominated Contract Region to another Contract Region. This includes meeting the SRSS Recipients at the airport, assisting them with their immediate needs, and helping them to catch their next flight. Transit assistance Services may also include assisting SRSS Recipients transiting overnight.

20. RECEPTION AND INDUCTION

- 20.1 The SRSS Provider must provide reception and induction Services to SRSS Recipients to meet their immediate needs on entry to the SRSS Programme.

Band 1:

- 20.2 The SRSS Provider must support the Detention Service Provider and the SRSS Recipient during the induction process. In doing so, the SRSS Provider must:

- 20.2.1 ensure the SRSS Recipient understands key messages;
- 20.2.2 provide the SRSS Recipient with emotional support; and
- 20.2.3 escalate relevant information or concerns to the Detention Service Provider using appropriate communication channels.

- 20.3 The SRSS Provider must also ensure the SRSS Recipient:

- 20.3.1 has received adequate bedding, clothing and personal items;
- 20.3.2 understands where food, facilities and services are located and is able to access them; and
- 20.3.3 understands how to respond to emergency situations.

- 20.4 The SRSS Provider must pay particular attention to the safety and wellbeing of all newly arrived Band 1 SRSS Recipients through their first night in the SRSS Programme. The SRSS Provider must then continue to monitor the SRSS Recipient's safety and wellbeing throughout their time in the SRSS Programme, and refer any issues to the Detention Service Provider.

Bands 2, 3 and 4:

- 20.5 The SRSS Provider must provide:

- 20.5.1 the SRSS Recipient with an overview of the Services in accordance with the SRSS Recipient's allocated Band;
- 20.5.2 Band 2 SRSS Recipients a mobile phone and pre-paid credit in accordance with the SRSS Operational Procedures Manual;
- 20.5.3 Band 2 and 3 SRSS Recipients their Detention Health Service Provider card and provide a basic overview of how to access health services;
- 20.5.4 relevant contact details and information and instructions on emergency procedures; and
- 20.5.5 a property induction as soon as it is practical (either immediately on arrival, or where appropriate, provide basic information immediately followed by more comprehensive information the following day), including:
 - 20.5.5.1 fire safety instruction, including what to do if a smoke alarm activates and safe use of heaters and other appliances;

- 20.5.5.2 kitchen safety education, including safe cooking practices and appropriate food storage;
 - 20.5.5.3 instruction regarding the use of appliances in the property;
 - 20.5.5.4 direction and rules regarding the use of the property (including house rules for Band 2 SRSS Recipients, and the SRSS Recipient's responsibility to not cause intentional damage to the property and meet the cost of any damage);
 - 20.5.5.5 security for the house and personal property;
 - 20.5.5.6 the SRSS Recipient's responsibilities with regard to using and paying for utilities (noting utilities are paid by the SRSS Provider for Band 2 properties);
 - 20.5.5.7 the SRSS Recipient's responsibilities with regard to cleaning, gardening and maintenance of the property; and
 - 20.5.5.8 an overview of their responsibilities as a Custodian, where applicable.
- 20.6 All information must be delivered both orally and in writing in a language understood by the SRSS Recipient.

Initial Payments:

Band 2 - 6

- 20.7 The SRSS Provider must provide Band 2, 3 and 4 SRSS Recipients with an Initial Payment immediately on exit from an Immigration Detention Facility in accordance with the SRSS Operational Procedures Manual. SRSS Providers must also provide, where there is a need identified by the Department, an initial payment to SRSS Recipients entering in to Band 5 or Band 6 of the Programme. The Department will reimburse the amount of the Initial Payment in accordance with Attachment B. SRSS Providers must explain to SRSS Recipients that they are to use the Initial Payment to meet living expenses until they receive their first Living Allowance payment from the Commonwealth.
- 20.8 Initial Payments may be recoverable as outlined in the SRSS Operational Procedures Manual.

Basic Starter Package:

Band 3

- 20.9 The SRSS Provider must provide a Basic Starter Package to Band 3 SRSS Recipients who have exited Held Detention immediately on arrival in Provided Accommodation. The Basic Starter Package must comprise staple foods, some fresh foods and some basic cleaning and personal products. The SRSS Provider must ensure the package includes sufficient items to allow the SRSS Recipient to prepare a simple first meal and to reside in the house comfortably until they are able to go to a supermarket.
- 20.10 The SRSS Provider must ensure all food provided as part of the Basic Starter Package is culturally appropriate and is tailored to the needs of the SRSS Recipient.

- 20.11 The SRSS Provider must ensure the Basic Starter Package is prepared and delivered in accordance with the SRSS Operational Procedures Manual. The cost must be within the pre-approved expenditure amount and the Service must be recorded in departmental systems.
- 20.12 SRSS Providers must only provide the Basic Starter Package to SRSS Recipients once. The SRSS Provider must inform the SRSS Recipient that they must use their Initial Payment and subsequent Living Allowance to purchase or replace items as needed.

Band 4

- 20.13 If Band 4 SRSS Recipients arrive in the community after 5:00pm, the SRSS Provider must provide the SRSS Recipient basic food and personal items as outlined in the SRSS Operational Procedures Manual.

Parameters of the SRSS Programme and SRSS Recipient Responsibilities (All SRSS Recipients):

- 20.14 The SRSS Provider must explain that the SRSS Programme is only available while the SRSS Recipient meets certain eligibility criteria, and it is conditional on their cooperation to help resolve their immigration status and their behaviour. If the Department informs the SRSS Provider that the SRSS Recipient is no longer eligible, the SRSS Recipient must be transitioned out of the SRSS Programme.
- 20.15 As relevant, the SRSS Provider must ensure SRSS Recipients understand the importance of their responsibility for:
- 20.15.1 abiding by their Visa or Residence Determination conditions (this may include restrictions on the right to work and study);
 - 20.15.2 their personal safety and the safety of Minors in their care;
 - 20.15.3 contacting a Carer or Case Worker if there is a medical or other emergency (after dialling 000);
 - 20.15.4 following safety procedures;
 - 20.15.5 ensuring children of mandatory school ages attend school;
 - 20.15.6 abiding by all Commonwealth and relevant State or Territory Laws;
 - 20.15.7 adhering to acceptable standards of behaviour in the community, including those stipulated in the Code of Behaviour; and
 - 20.15.8 complying with reasonable directions and rules set by the Department, the Detention Service Provider, their Carer and their Case Worker.

21. NEEDS ASSESSMENTS AND CASE PLANS

Band 1:

- 21.1 The SRSS Provider must constructively contribute to the development of the SRSS Recipient's Individual Management Plan (which is similar to a Case Plan) managed by the Detention Service Provider, where possible in cooperation with the Detention Service Provider during its creation, otherwise within 5 Business Days of receiving the Plan.

Bands 2-6:

- 21.2 The SRSS Provider must employ Case Workers to conduct needs assessments and develop Case Plans for each Case in their care. A Case is either a single SRSS Recipient or a family group as identified by the Department.
- 21.3 In exceptional circumstances, the Department may require the SRSS Provider to undertake an initial needs assessment before an SRSS Recipient enters the community, for example:
- 21.3.1 where an SRSS Recipient displays high levels of need that may impact on their accommodation requirements; or
 - 21.3.2 where an SRSS Recipient is likely to require immediate specialist attention on arrival in the community.
- 21.4 When undertaking a needs assessment to develop a Case Plan, the Case Worker must:
- 21.4.1 take into account any information provided in the Referral process or Band 6 Application as relevant;
 - 21.4.2 involve the SRSS Recipient(s) (Case) in identifying their needs;
 - 21.4.3 identify the care and welfare support required by the SRSS Recipient;
 - 21.4.4 develop strategies to identify and build on the SRSS Recipient's strengths so they are able to achieve a level of self-sufficiency;
 - 21.4.5 pay particular attention to the needs of young people (people aged 15-25 years), including focussing specifically on developing suitable plans to engage them in meaningful activities; and
 - 21.4.6 ensure recommended Services are in accordance with the SRSS Operational Procedures Manual.
- 21.5 The SRSS Provider must submit Case Plans (Bands 2 - 6) to the Department within 10 Business Days of the SRSS Recipient's placement in their Care.
- 21.6 Initial Case Plans for SRSS Recipients in Bands 2, 3 and 5 require departmental approval. Band 4 and 6 Case Plans will be reviewed for quality and consistency with policy through either random or targeted sampling by the Department.
- 21.7 The SRSS Provider must implement the Case Plan at the earliest opportunity after it has been finalised and, where relevant, approved by the Department.
- 21.8 Case Plans must be developed in accordance with the SRSS Operational Procedures Manual.

Case Plan Reviews:

- 21.9 The SRSS Provider must ensure Case Workers review Case Plans with SRSS Recipients in Bands 2, 3, 5 and 6 (**Case Plan Review**) every time a Case Worker contacts an SRSS Recipient to ensure appropriate levels of support are in place and the SRSS Recipient is building on strengths to achieve a level of self-sufficiency.

Updates, Escalations, Notifications and Requests:

- 21.10 Where there is a change in the SRSS Recipient's circumstances, the SRSS Provider must ensure the Department is informed of those changes through a Case Plan Update, Escalation, Notification or Request in accordance with the SRSS Operational Procedures Manual.
- 21.11 Situations where one or more of these functions (Case Plan Update, Escalation, Notification or Request) is required, include:
- 21.11.1 a change in the needs or wellbeing of an SRSS Recipient;
 - 21.11.2 there is a need for extra funds or Services not already approved or pre-approved in accordance with the SRSS Operational Procedures Manual;
 - 21.11.3 a change in family composition; and
 - 21.11.4 a change of address or overnight stay request for SRSS Recipients in the community under Residence Determination arrangements (Bands 2 and 3).
- 21.12 All Case Plan Updates, Escalations, Notifications and Requests must be submitted to the Department within 10 Business Days of the SRSS Provider becoming aware of the SRSS Recipient's relevant needs.
- 21.13 The SRSS Provider must not use these functions for Incident reporting. The SRSS Provider must comply with the Incident reporting requirements at paragraphs 30.1 to 30.15 below.

Support Recommendation - Bands 2, 3, 5 and 6:

- 21.14 Where there is a change to an SRSS Recipient's circumstances or status that may affect their eligibility for the SRSS Programme, and where an SRSS Recipient is due to exit a Band, the SRSS Provider must make a Support Recommendation about the SRSS Recipient's ongoing support requirements.
- 21.15 The SRSS Provider must submit a Support Recommendation to the Department where the SRSS Provider is making a recommendation:
- 21.15.1 to transition an SRSS Recipient between Bands; or
 - 21.15.2 to recommend that the SRSS Recipient is no longer in need of support through the SRSS Programme.

Support Recommendation - Band 4:

- 21.16 The SRSS Provider must submit a Support Recommendation to the Department no later than 10 Business Days before an SRSS Recipient is due to exit Band 4.

22. FINANCIAL HARDSHIP ASSISTANCE

- 22.1 If either the SRSS Provider or the Department identifies that an SRSS Recipient in Bands 2-6 is in need of additional assistance to address an immediate financial crisis situation, the SRSS Provider must undertake a needs assessment and deliver Financial Hardship Assistance to the SRSS Recipient in accordance with the SRSS Operational Procedures Manual.
- 22.2 Where possible, the SRSS Provider must provide 'in-kind' support (not cash).

- 22.3 The SRSS Provider must work with all SRSS Recipients who have received Financial Hardship Assistance to mitigate any ongoing need for such support.

23. ESSENTIAL REGISTRATIONS

- 23.1 The SRSS Provider must assist all SRSS Recipients with Essential Registrations in a timely manner, including for health, education and Living Allowances.

Health and Wellbeing:

- 23.2 The SRSS Provider must educate SRSS Recipients about available physical and mental health services and how to access those services as relevant to each Band.

Bands 1, 2 and 3:

- 23.3 All SRSS Recipients in Bands 1-3 will be registered with the Detention Health Service Provider by the Department. The Detention Health Service Provider will facilitate access to health services, including general practitioners and pharmacies.
- 23.4 The Detention Health Service Provider will send individual health cards to the SRSS Provider for SRSS Recipients in Band 2 and 3 soon after the SRSS Provider has confirmed the referral. The SRSS Provider will also receive advice on the SRSS Recipient's allocated general practitioner and pharmacy.
- 23.5 The SRSS Provider must give the SRSS Recipient their health card as soon as they enter the community. The SRSS Provider must explain the Detention Health Service Provider system to the SRSS Recipient, and link the SRSS Recipient to their allocated general practitioner and pharmacy.
- 23.6 The SRSS Provider must assist the SRSS Recipient to make and attend their first appointment with their general practitioner within their first month in the community. The SRSS Provider must ensure the SRSS Recipient provides their general practitioner with a copy of their health discharge assessment at their first appointment (the SRSS Recipient will receive two copies of this assessment when they exit an Immigration Detention Facility, as outlined in the SRSS Operational Procedures Manual).
- 23.7 The SRSS Provider must assist the SRSS Recipient to make appointments, and raise new and outstanding health issues with the Detention Health Service Provider. The SRSS Provider must educate the SRSS Recipient about how to access eligible Services independently.
- 23.8 The SRSS Provider must not pay any health related invoices for SRSS Recipients in Bands 1, 2 or 3. The SRSS Provider must ensure the SRSS Recipient's Detention Health Service Provider card is returned within five Business Days of moving out of Bands 2 or 3.

Bands 4, 5 and 6:

- 23.9 The Department will identify SRSS Recipients who may be eligible for Medicare. The SRSS Provider must assist those SRSS Recipients to register with Medicare within 10 Business Days of receiving the Case and provide a basic overview of the services available to them.
- 23.10 For SRSS Recipients who are not eligible for Medicare, the SRSS Provider must assist the SRSS Recipient to access required health services and pay for the required health services at an amount which is equivalent to the cost of services which would have otherwise been reimbursed to the SRSS Recipient through the Medicare Benefit Scheme.

- 23.11 The SRSS Provider must educate the SRSS Recipient about their responsibility for any costs that exceed the Medicare benefit. In exceptional circumstances, where an SRSS Recipient is unable to meet those costs, the SRSS Provider must submit an application for funding detailing the treatment being sought with relevant referrals to the Department as a payment Request in accordance with the SRSS Operational Procedures Manual.
- 23.12 The SRSS Provider must assist eligible SRSS Recipients to locate an appropriate bulk-billing service.

Visa related health checks:

- 23.13 If required, the Department will Notify the SRSS Recipient about the types of tests required for their Visa application. For SRSS Recipients in Bands 4 - 6, the SRSS Provider must pay and invoice the Department for Visa related health checks if the SRSS Recipient is unable to make the payment themselves. The Department will reimburse these amounts in accordance with Attachment B.

Mental Health - Bands 1 - 6:

- 23.14 The SRSS Provider must monitor the mental health of SRSS Recipients in their care and assist with referrals if it becomes aware of a Recipient having mental health issues. If the Department has provided information about a mental health issue for a particular SRSS Recipient, the SRSS Provider must assist that SRSS Recipient to make and attend an appointment with their general practitioner as soon as possible for treatment or referral as needed.
- 23.15 The SRSS Provider must ensure any change in an SRSS Recipient's mental health is recorded in their Case Plan and reported to the Department in line with the reporting requirements outlined under Incident Reporting at paragraphs 30.1 to 30.15 below. The SRSS Provider must refer the SRSS Recipient to an appropriate mental health practitioner or general practitioner as soon as possible in accordance with the SRSS Operational Procedures Manual. The SRSS Provider should inform the Department of those instances where an SRSS Recipient refuses to engage with mental health professionals.
- 23.16 The SRSS Provider must ensure Carers and Case Workers are familiar with mental health first aid to give them the skills to support SRSS Recipients who may develop a mental health problem or experience a 'mental health crisis' until the SRSS Recipient is able to access appropriate professional treatment or until the crisis resolves.

Education:

- 23.17 The Department will work with educational institutions to give school-aged children access to school while in the SRSS Programme. The SRSS Provider must assist SRSS Recipients to enrol school-aged children in Bands 2, 3, 5 and 6 in those schools within five School Days of entering their Care, with the exception of special needs children where it is acknowledged that the enrolment process may take longer. Where the SRSS Provider is finding it difficult to meet this timeframe, they must raise the issue with the Department.
- 23.18 The SRSS Provider must assist Parents, Custodians, Carers and guardians in overcoming barriers to the child's attendance at school.
- 23.19 The SRSS Provider must work with SRSS Recipients who are Unaccompanied Minors to overcome barriers to their attendance at school.

Schooling Requirements Package:

- 23.20 The SRSS Provider must provide SRSS Recipients who are eligible school aged children with a Schooling Requirements Package before they commence school. This Service must be delivered on a needs basis and in accordance with the SRSS Operational Procedures Manual.
- 23.21 SRSS Recipients are able to retain items purchased with the Schooling Requirements Package when they move to a different Band or exit the SRSS Programme.

English as a Second Language (ESL) Education:

- 23.22 The Department gives some SRSS Recipients access to Department funded ESL Classes. The details of eligibility are outlined in the SRSS Operational Procedures Manual. The SRSS Provider must discuss ESL needs with adult SRSS Recipients and arrange their enrolment in accordance with their entitlements.
- 23.23 If an SRSS Recipient who is attending ESL Classes is transferred to another location, the SRSS Provider must notify the ESL provider as early as possible to cease enrolment.
- 23.24 If an SRSS Provider is receiving an SRSS Recipient from another location, the SRSS Provider must work with the local ESL provider to ensure any remaining ESL entitlements can be accessed in their new location.

Living Allowance:

- 23.25 The SRSS Provider must assist SRSS Recipients in Bands 2-6 to open a bank account within five Business Days of moving into the Australian community.
- 23.26 SRSS Recipients need a bank account in order to register with the Department of Human Services for Living Allowance payments.
- 23.27 The SRSS Provider must register all SRSS Recipients in Bands 2-6 with the Department of Human Services within five Business Days of the SRSS Recipient moving into the Australian community.
- 23.28 The SRSS Provider must ensure all eligible SRSS Recipients receive basic financial management guidance to support them in managing their Living Allowances effectively. SRSS Providers must also ensure SRSS Recipients are informed about the expenses for which they are responsible.
- 23.29 The SRSS Provider must provide ongoing basic financial management guidance where required.

Childcare:

- 23.30 In exceptional circumstances, families with young children in Band 3 (and other Bands if instructed by the Department) may be eligible for childcare assistance to enable the adult(s) to attend appointments or ESL Classes. The SRSS Provider must first investigate alternatives, such as care with a relative or friend. Where an alternative arrangement cannot be found, the SRSS Provider must submit a Payment Request to the Department for approval. If approved, the SRSS Provider must assist the SRSS Recipient to access the approved childcare for the duration of the appointment or class and make the necessary payments. Payments will be reimbursed by the Department in accordance with Attachment B.

24. ORIENTATION ASSISTANCE SERVICES

- 24.1 The SRSS Provider must ensure eligible SRSS Recipients are offered necessary orientation Services to help them to adjust to their environment (their Alternative Place of Detention or the community, as relevant). The SRSS Provider must ensure the orientation Services planned and delivered to each SRSS Recipient are detailed in their Case Plan (or Individual Management Plan, as relevant).
- 24.2 Participation is not mandatory, but it is encouraged. The SRSS Provider must accurately record an SRSS Recipient's decision not to participate in or receive orientation Services in the SRSS Recipient's Case Plan (or Individual Management Plan, as relevant).
- 24.3 The SRSS Service Provider is responsible for providing orientation to SRSS Recipients in Band 1. The SRSS Provider must ensure the SRSS Recipient is able to access information appropriately and receives any necessary orientation support.
- 24.4 Orientation Services for SRSS Recipients in the Community can be broken into:
- 24.4.1 initial orientation; and
 - 24.4.2 more comprehensive orientation support.
- 24.5 The SRSS Provider must provide an initial orientation within the first week of the SRSS Recipient (Bands 2, 3 and 4) entering their care. Initial orientation must cover basic information to assist the SRSS Recipient during their first weeks in the community (or their new local area, in the case of a transfer from one location to another where required). Topics to be covered for initial orientation include:
- 24.5.1 identifying the location of a general practitioner and pharmacy;
 - 24.5.2 explaining the proper use of emergency services;
 - 24.5.3 identifying the location of ATMs and instruction on how to use them;
 - 24.5.4 explaining and identifying the location of public transport, timetables and maps;
 - 24.5.5 identifying the location of local shops;
 - 24.5.6 identifying the location of local schools for children (if applicable);
 - 24.5.7 identifying the location of parks and recreation areas;
 - 24.5.8 identifying the location of library and other community facilities, including internet facilities;
 - 24.5.9 identifying the location of the Department's closest office;
 - 24.5.10 introducing and linking in with ethnic and religious community groups, places of worship, and other community groups, such as play groups, mothers groups, community centres; and
 - 24.5.11 providing basic information about rules and Laws, including:
 - 24.5.11.1 adherence to the Code of Behaviour;

- 24.5.11.2 child safety legislation, including mandatory reporting of suspected neglect and abuse;
 - 24.5.11.3 domestic violence legislation;
 - 24.5.11.4 race and sex discrimination legislation;
 - 24.5.11.5 appropriate public behaviour;
 - 24.5.11.6 theft and damage to property;
 - 24.5.11.7 alcohol and drug Laws, including age restrictions and driving under the influence; and
 - 24.5.11.8 road safety.
- 24.6 The SRSS Provider must commence more comprehensive orientation Services within the first month of the SRSS Recipient entering the community to assist SRSS Recipients in Bands 2, 3, 4, 5 and 6 to adjust to life in the Australian community, where required. This can be done in a group situation, such as a course, or individually and it must represent value for money.
- 24.7 The SRSS Provider must ensure orientation Services are delivered at a level suitable to the SRSS Recipient's learning ability, in a language they understand and at appropriate times that accord with their other commitments.
- 24.8 The SRSS Provider must ensure the more comprehensive orientation Services reinforce key messages introduced during the initial orientation, and expands on the SRSS Recipient's existing knowledge. Topics to be covered include:
- 24.8.1 local orientation and settling in;
 - 24.8.2 money management;
 - 24.8.3 accommodation;
 - 24.8.4 youth issues including parenting skills and managing teenagers in Australian context;
 - 24.8.5 education;
 - 24.8.6 family life including managing family conflict and responding to domestic violence;
 - 24.8.7 health;
 - 24.8.8 cultural issues and communication skills; and
 - 24.8.9 life in the Australian community, including a focus on rights and responsibilities and the Code of Behaviour.
- 24.9 Additional detail is outlined in the SRSS Operational Procedures Manual.
- 24.10 The objective of the broader orientation Services is to give participants the skills necessary to help them achieve a level of independence in the community and to ensure they understand

their responsibilities. The SRSS Provider is responsible for building in competency measures to ensure key messages are understood. Basic competency requirements are outlined in the SRSS Operational Procedures Manual.

- 24.11 The SRSS Provider must conduct a needs assessment to determine whether SRSS Recipients in Bands 5 and 6 require orientation Services. Orientation Services must be delivered to SRSS Recipients in Bands 5 and 6 in accordance with the SRSS Operational Procedures Manual, or as otherwise instructed by the Department.
- 24.12 Where an SRSS Recipient transfers between Bands, SRSS Providers or locations, SRSS Providers must determine whether or not there is an ongoing need for orientation Services, and if required, they must ensure the SRSS Recipients are offered appropriate orientation Services.
- 24.13 The SRSS Provider must aim to complete their more comprehensive orientation Services within three months from the date of commencement. Should the SRSS Provider assess the SRSS Recipient as needing additional orientation Services beyond the three month timeframe, the SRSS Provider must provide an explanation and seek departmental approval.
- 24.14 The SRSS Provider must ensure departmental Case Managers and employees from the Assisted Voluntary Return Programme are given an opportunity to contribute to the orientation Services.

25. MEANINGFUL ENGAGEMENT ASSISTANCE

Band 1:

- 25.1 The SRSS Provider must consult with the Department and Other Providers to identify, develop, deliver and facilitate programmes and activities which are appropriate to the abilities and needs of the SRSS Recipient and to the specific site (Alternative Place of Detention, that:
 - 25.1.1 provide opportunities for recreation;
 - 25.1.2 enhance English language skills; and
 - 25.1.3 progress independent living skills.
- 25.2 The SRSS Provider must obtain approval from the Department before developing or commencing any programmes or activities.
- 25.3 Where equipment is required, the SRSS Provider must take responsibility for ensuring goods are cost effective, have departmental approval for the expenditure and ensure the goods are appropriately maintained.
- 25.4 The SRSS Provider must provide performance reporting on recreational and educational programmes in the SRSS Provider Performance Report as attached to the SRSS Operational Procedures Manual.
- 25.5 The SRSS Provider must also liaise with the Detention Service Provider to ensure SRSS Recipients can participate fully in programmes and activities managed by the Detention Service Provider, and assist them to do so. This includes assisting SRSS Recipients to use the Detention Service Provider's Individual Allowance Programme and the Household Allowance Scheme, details of which can be found in the SRSS Operational Procedures Manual.

- 25.6 The SRSS Provider must support SRSS Recipients to freely practice their religion. This includes:
- 25.6.1 ensuring there are sufficient and appropriate supplies within the Alternative Place of Detention and informing the Detention Service Provider and the Department where there are insufficient supplies;
 - 25.6.2 liaising with relevant stakeholders to facilitate the delivery of appropriate religious services and celebrations; and
 - 25.6.3 respecting the SRSS Recipient's religious beliefs.
- 25.7 The SRSS Provider must assess the independent living skills of SRSS Recipients and provide support to develop those skills as outlined in the SRSS Operational Procedures Manual.

Band 2:

- 25.8 The Department provides an allowance for Band 2 SRSS Recipient participation in meaningful engagement activities. The SRSS Provider is required to facilitate access to approved activities using this allowance, in accordance with the SRSS Operational Procedures Manual. Financial or similar monetary support from government and charitable or not-for-profit organisations in the community should not be accessed.

Bands 3-6:

- 25.9 Meaningful engagement assistance for SRSS Recipients in Bands 3 to 6 is a linking service. The Department will not fund the SRSS Provider to develop or deliver activities for SRSS Recipients in Bands 3-6.
- 25.10 The SRSS Provider must work with SRSS Recipients in Bands 3-6 to identify existing activities that will help manage their physical and mental health and assist them to achieve a level of self-sufficiency and social inclusion within the community.
- 25.11 The SRSS Provider must link SRSS Recipients to existing activities or non-government organisations with the capacity to engage them in appropriate volunteering opportunities or social, cultural and sporting activities. Information on appropriate activities and approval requirements is contained in the SRSS Operational Procedures Manual. Case Plans must clearly demonstrate genuine attempts to link SRSS Recipients to meaningful activities. In doing so, the SRSS Provider must involve the SRSS Recipient in identifying appropriate activities while managing their expectations.
- 25.12 The SRSS Provider must inform the SRSS Recipient (Bands 3-6) that they must use their Living Allowance to meet any associated costs for meaningful engagement activities.

26. TRANSITION OUT SERVICES (SRSS RECIPIENT)

- 26.1 The Department will Notify the SRSS Provider if an SRSS Recipient ceases to be eligible for the SRSS Programme and is required to exit the SRSS Programme. Transition Out Services are only required to be provided in respect of an SRSS Recipient if the SRSS Recipient is required to exit the SRSS Programme.
- 26.2 Once Notified and where the transition out does not immediately (where the SRSS Recipient is not re-detained), the SRSS Provider must develop and submit a Transition Out Plan for

SRSS Recipients in Bands 2, 3, 4 and 5 to the Department within five Business Days of receiving the Notification from the Department.

- 26.3 The Transition Out Plan must include details of all necessary steps to wind down support, including assisting with Essential Registrations to mainstream services and linking the SRSS Recipient to other providers as required. The SRSS Provider must identify possible referrals to the Assisted Voluntary Return Programme or the Unaccompanied Humanitarian Minors' Programme, which will be assessed and approved by the Department as appropriate.
- 26.4 Transition Out Plans for SRSS Recipients in Bands 2, 3, 4 and 5 require approval by the Department. Once approved, the SRSS Provider must implement the Transition Out Plan and cease services to SRSS Recipients within the timeframes set out in the approved Transition Out Plan for those SRSS Recipients.
- 26.5 While a Transition Out Plan is not required for approval for SRSS Recipients transitioning out of Band 6, the SRSS Provider must still assist the SRSS Recipient with Essential Registrations to mainstream services as needed.

Bands 2 and 3:

- 26.6 The SRSS Provider must complete the Exit Checklist in the CCMDs portal for all Band 2 and 3 SRSS Recipients exiting the SRSS Programme.
- 26.7 The SRSS Provider must ensure the SRSS Recipient exits Provided Accommodation when they are no longer eligible and Notify the Department when the SRSS Recipient has exited the property.
- 26.8 The SRSS Provider must retrieve the SRSS Recipient's Detention Health Service Provider card and return it to the Detention Health Service Provider office within five Business Days of the SRSS Recipient exiting the SRSS Programme.

27. TRANSITION OUT TIMEFRAMES

- 27.1 The timeframes for transitioning an SRSS Recipient out of the SRSS Programme are as follows:

- 27.1.1 if the SRSS Recipient is granted a Substantive Visa:

- 27.1.1.1 the Department will Notify the SRSS Provider;

- 27.1.1.2 the SRSS Provider then has 20 Business Days from Notification, unless otherwise directed, to transition out SRSS Recipients in Bands 2-5; and

- 27.1.1.3 the SRSS Provider has seven Business Days from Notification to transition out SRSS Recipients in Band 6,

and the SRSS Provider can continue providing Services to the SRSS Recipient until the end of the period calculated in accordance with the above paragraph;

- 27.1.2 if the SRSS Recipient has elected to depart Australia voluntarily:

- 27.1.2.1 the Department will Notify the SRSS Provider; and

- 27.1.2.2 the SRSS Provider can continue to provide Services to the SRSS Recipient for up to 30 Business Days from Notification, and must transition out the SRSS Recipient during this time, in accordance with instruction from the Department;
- 27.1.3 if the SRSS Recipient is being removed from Australia following a negative final outcome on their Visa application (they refuse to depart voluntarily):
 - 27.1.3.1 the Department will Notify the SRSS Provider; and
 - 27.1.3.2 if the SRSS Recipient is not re-detained in an Immigration Detention Facility, the SRSS Provider can provide support for up to 20 Business Days, and must transition out the SRSS Recipient during this time, in accordance with instruction from the Department.
- 27.2 If the SRSS Recipient is re-detained in an Immigration Detention Facility, the SRSS Provider must cease providing Services immediately on notification from the Department (unless they are in Band 2 and moving to Band 1, which would constitute a Transfer between Bands).
- 27.3 If the SRSS Recipient is refusing to cooperate with the Department to resolve their immigration status, the Department will determine the transition out timeframes based on the individual circumstances. The SRSS Provider must comply with those timeframes, and cease services as instructed by the Department.

PART 4 - CONTRACT ADMINISTRATION

28. CONTRACT ADMINISTRATION

Departmental Responsibilities

- 28.1 The Department is responsible for the coordination and management of the SRSS Programme. This includes overall programme and policy guidance and oversight, performance management, financial management, administration of a departmental quality assurance programme, and all ministerial and parliamentary reporting. The Department is responsible for the referral of SRSS Recipients to SRSS Providers within Contract Regions, determining the SRSS Recipient's Band, and providing Case Management support to SRSS Recipients in Bands 1-5. The Department will also provide SRSS Programme-specific training as detailed in paragraphs 33.15 to 33.22.

SRSS Provider Responsibilities

- 28.2 The SRSS Provider must manage and administer delivery of the Services as part of the SRSS Programme, including:
- 28.2.1 meeting contractual obligations;
 - 28.2.2 management and maintenance of facilities and equipment for which it is responsible under the Contract;
 - 28.2.3 human resource management of its Personnel;
 - 28.2.4 training of its Personnel;
 - 28.2.5 contract management and programme implementation, planning and delivery;
 - 28.2.6 preparing and compliance with all applicable operational and procedural manuals in accordance with the Contract;
 - 28.2.7 its risk management;
 - 28.2.8 its records management;
 - 28.2.9 its financial management;
 - 28.2.10 compliance with information technology requirements including as detailed in the Contract;
 - 28.2.11 continuous improvement, quality assurance and performance reporting as detailed in the Contract; and
 - 28.2.12 stakeholder collaboration and engagement including as required by the Contract.

Facilities and Equipment

- 28.3 The SRSS Provider must ensure it has offices that are readily accessible for SRSS Recipients in each metropolitan and regional centre in which they operate. These offices must be accessible by public transport and must include areas where SRSS Recipients can discuss issues of a personal or sensitive nature confidentially.

- 28.4 The SRSS Provider must ensure any premises used to deliver orientation Services has bathroom facilities, is suitable to the size of the group, and is easily accessible for public transport.
- 28.5 All premises must comply with local building codes, and applicable workplace health and safety Laws, and facilitate access to people with disabilities.
- 28.6 The SRSS Provider must provide and maintain all items necessary, and incidental, to the delivery of the Services. This includes, but is not limited to computing systems, software, printers, faxes, furniture and vehicles.

Assets and Property Management:

- 28.7 The SRSS Provider must develop an Assets and Property Register, incorporating Intellectual Property, tangible and intangible Assets, and submit this to the Department at the end of the Contract Transition In Period. The SRSS Provider must maintain and update the Assets and Property Register to ensure that it is accurate and up-to-date at all times. An updated Asset and Property Register must be submitted to the Department every six months on 30 September and 30 March throughout the Term.
- 28.8 In the Assets and Property Register, the SRSS Provider must separately identify all Intellectual Property incorporated in or related to the Services.
- 28.9 Commonwealth Assets may be made available to the SRSS Provider during the Contract Transition In Period from either the Department or from Other Providers as determined by the Department. Commonwealth Assets under the care, custody and control of the SRSS Provider to assist in programme delivery remain the property of the Commonwealth.
- 28.10 The SRSS Provider must maintain (as part of the Assets and Property Register), for any Commonwealth Assets provided or made available to it:
 - 28.10.1 a register of all items that are both portable and valued at \$500 or more; and
 - 28.10.2 a register of all items valued at \$2000 or more.
- 28.11 The SRSS Provider must also maintain a record of all real property leased or owned by the SRSS Provider and used for the purposes of accommodating SRSS Recipients.

29. COMMUNICATION WITH SRSS RECIPIENTS

- 29.1 The SRSS Provider must establish arrangements to use and pay for NAATI accredited interpreters and translators when their use is appropriate to the importance or sensitivity of the communication.
- 29.2 Without limiting paragraph 29.1, the SRSS Provider must use a professional interpreter with NAATI accreditation (Level 3 or above) when assisting SRSS Recipients to access legal or medical services, or where there is a particular need for the SRSS Recipient's confidentiality. Alternative arrangements, such as non-accredited interpreting services, are only acceptable where the SRSS Provider has exhausted all options for a professional interpreting service with NAATI accreditation.

- 29.3 The SRSS Provider must ensure there are processes in place to ensure all essential written communication is translated into a language understood by the SRSS Recipient, including any legal documentation such as SRSS Recipient declarations, emergency information, how to contact emergency services and information on household safety. The SRSS Provider must also ensure there are processes to identify and address the needs of illiterate and pre-literate SRSS Recipients, to ensure they understand the information that is being provided to them.
- 29.4 As SRSS Recipients are neither citizens nor permanent residents they are not eligible to access fee-free services under the Department's Translating and Interpreting Service (TIS). SRSS Providers may make arrangements to use these services on a commercial basis and will be responsible for the cost of doing so.
- 29.5 The operations manual must include practices, guidelines and procedures for both written and oral communication with SRSS Recipients.

Stakeholder and SRSS Recipient complaints and grievances

- 29.6 The SRSS Provider must develop a policy for dealing with stakeholder and SRSS Recipient complaints and grievances. The policy must include:
- 29.6.1 a mechanism for promoting the SRSS Provider's complaints management process to all SRSS Recipients in languages understood by SRSS Recipients;
 - 29.6.2 a mechanism for addressing complaints that are raised and for communicating the response to the complainant;
 - 29.6.3 clear guidance to SRSS Recipients on how they can escalate matters to the Department should any matter not be dealt with to the SRSS Recipient's satisfaction;
 - 29.6.4 information about the Department's Global Feedback Unit; and
 - 29.6.5 an outline of how all information identified in the paragraphs above is communicated to SRSS Recipients.
- 29.7 The operations manual must include practices, guidelines and procedures for managing and responding to stakeholder and SRSS Recipient complaints and grievances.

24 Hour Contact

- 29.8 The SRSS Provider must establish processes for providing all SRSS Recipients with a 24-hour SRSS Provider emergency telephone contact number. SRSS Recipients must be informed of when and how to use the contact number.
- 29.9 The SRSS Provider must also provide a 24-hour on-call SRSS Provider telephone contact number for the Department to use in case of emergency or other high-priority issues or events.
- 29.10 The operations manual must include practices, guidelines and procedures for 24-hour emergency contacts for both SRSS Recipients and the Department.

30. INCIDENT MANAGEMENT AND REPORTING

- 30.1 The SRSS Provider must ensure the safety of SRSS Recipients, staff and other people present in the workplace, including in a manner that is consistent with the requirements of the *Work Health and Safety Act 2011* (Cth) and relevant State/Territory legislation.
- 30.2 As part of the operations manual, the SRSS Provider must develop workplace health and safety Incident management and reporting policies and procedures consistent with the *Work Health and Safety Act 2011* (Cth) and relevant State/Territory legislation. These policies and procedures must detail the strategies that will be adopted to prevent Incidents from occurring, and for responding to Incidents when they do occur.
- 30.3 If Incidents do occur, the SRSS Provider must ensure its Personnel, including Subcontractor Personnel, report Incidents in a manner that meets the timeframes set out in the Contract or as otherwise required by the Department. The SRSS Provider must also report Incidents to other Commonwealth, State and Territory agencies to the extent required by legislation, this Contract or as requested by the Department.

Band 1

The SRSS Provider must provide regular, as needed or as requested, reports to the Department, the Detention Service Provider and relevant Other Providers on SRSS Recipient welfare issues. Where an Incident is submitted to the Department, the SRSS Provider must notify the Detention Service Provider immediately to ensure they are aware of the Incident and are able to manage it appropriately.

Timeframes Band 1:

- 30.4 Critical Incidents:
- 30.4.1 The SRSS Provider must report Critical Incidents to the Department by telephone immediately (within 30 minutes of the SRSS Provider becoming aware of the Incident). The SRSS Provider must follow with an email report to the Department and the Detention Service Provider within four hours.
- 30.5 Major Incidents:
- 30.5.1 The SRSS Provider must report Major Incidents to the Department and the Detention Service Provider by telephone immediately (within one hour of the SRSS Provider becoming aware of the Incident). The SRSS Provider must submit a written report within six hours.
- 30.6 Minor Incidents:
- 30.6.1 The SRSS Provider must report Minor Incidents by written report within 24 hours to the Detention Service Provider.
- 30.7 Indicators:
- 30.7.1 The SRSS Provider must raise with the Department and the Detention Service Provider all concerns that may not as yet be considered an Incident in accordance with the Incident reporting protocol provided by the Department.

Timeframes Bands 2 to 6:

30.8 Critical Incidents:

- 30.8.1 The SRSS Provider must report Critical Incidents to the Department by telephone immediately (within 30 minutes of the SRSS Provider becoming aware of the Incident). The SRSS Provider must follow with an email report to the Department within one hour for Critical Incidents relating to the death of an SRSS Recipient. For all other Critical Incidents, the SRSS Provider must submit a written report within one Business Day.

30.9 Major Incidents:

- 30.9.1 The SRSS Provider must report Major Incidents to the Department by telephone immediately (within one hour of the SRSS Provider becoming aware of the Incident). The SRSS Provider must submit a written report within two Business Days.

30.10 Minor Incidents:

- 30.10.1 For Bands 2 and 3, the SRSS Provider must report Minor Incidents to the Department by telephone within two hours of the SRSS Provider becoming aware of the Incident where there is attendance of State or Territory emergency services. For Bands 2 and 3, all other Minor Incidents must be reported to the Department by telephone at the earliest opportunity within business hours. For Bands 2-6, the SRSS Provider must submit a written report within three Business Days.

30.11 Indicators:

- 30.11.1 The SRSS Provider must raise with the Department all concerns that may not as yet be considered an Incident in accordance with the SRSS Operational Procedures Manual.

Follow up:

- 30.12 After an Incident, the Department may request SRSS Provider Personnel, including relevant Subcontractor Personnel, to participate in a Case conference with the Department to discuss the Incident and agree on appropriate actions. The SRSS Provider must comply with any such requests.

Minors:

- 30.13 The SRSS Provider must ensure all Personnel (including Subcontractor Personnel) and Custodians are aware of and comply with their responsibilities for Incident Reporting as Custodians under the *Immigration (Guardianship of Children) Regulations 2001* (IGOC). These are outlined in the SRSS Operational Procedures Manual and the Department's Incident reporting protocols.
- 30.14 Where the SRSS Provider has accepted Custodianship, failure to comply with the IGOC Regulations and to comply with responsibilities for report of Incidents is a criminal offence and will incur a penalty (fine).
- 30.15 Failure by an SRSS Provider to meet any of the Incident reporting requirements of this Contract or reporting requirements arising from other relevant Commonwealth, State or

Territory child welfare Laws may result in the Department reconsidering the SRSS Provider's suitability as Custodian of IGOC Minors and lead to a reduction in Services or action being taken for breach of the Contract.

31. RECORDS MANAGEMENT

- 31.1 The SRSS Provider must develop processes for records management.
- 31.2 Without limiting or reducing the SRSS Provider's obligations under the Contract, the SRSS Provider must:
 - 31.2.1 create, maintain, store securely and transfer records as requested to the Department in accordance with the *Archives Act 1983* (Cth) and the Australian and International standard for records management, AS ISO 15489;
 - 31.2.2 ensure SRSS Recipient privacy is maintained in accordance with the *Privacy Act 1988* and the Australian Privacy Principles;
 - 31.2.3 produce timely, accurate and comprehensive records of all Services;
 - 31.2.4 transfer the custody of any hard or soft copy records to the Department within agreed timeframes acceptable to the Department;
 - 31.2.5 ensure records are safeguarded from unauthorised access or use;
 - 31.2.6 ensure all electronic records have been effectively backed up on a daily basis; and
 - 31.2.7 ensure that no data, record or report is inappropriately accessed, removed, lost or misplaced.
- 31.3 In the creation of records, the SRSS Provider must:
 - 31.3.1 create and maintain an accurate and comprehensive record for each SRSS Recipient, including recording all action taken to deliver Services;
 - 31.3.2 reflect best practice record management practices; and
 - 31.3.3 ensure all Personnel, including Subcontractor Personnel, are familiar with the records management requirements and adhere to all processes, particularly regarding the collection and protection of Personal Information.
- 31.4 The SRSS Provider must comply with any Commonwealth and Royal Commission record management requirements Notified to it, including record disposal freezes.
- 31.5 The operations manual must include practices, guidelines and processes for records management and the treatment of Personal Information and Confidential Information.

32. INFORMATION TECHNOLOGY REQUIREMENTS

- 32.1 The SRSS Provider must have an information technology (IT) environment that meets the minimum IT requirements set by the Department. Meeting these requirements will ensure departmental and SRSS Provider systems are compatible and the SRSS Provider is able to comply with the Department's IT security protocols.

- 32.2 The operations manual must include practices, guidelines and processes for IT security which are consistent with the Contract.

IT Policies:

- 32.3 The SRSS Provider must develop and maintain appropriate SRSS IT policies and procedures for appropriate information management in accordance with the Protective Security Policy Framework and the Contract and demonstrate compliance with policy and handling requirements as required by the Contract.
- 32.4 The SRSS Provider must engage an appropriately certified independent auditor to complete an annual IT security audit, and provide audit reports and compliance statements to the Department. The SRSS Provider must bear all costs of the independent auditor. The annual IT security audit is to be undertaken by an individual or company that has current IT audit certification in a security discipline. Examples of appropriate certifications are:
- 32.4.1 Certified Information Systems Auditor (CISA) - <http://www.isaca.org/Certification/CISA-Certified-Information-Systems-Auditor/Pages/default.aspx> ;
 - 32.4.2 Information Security Registered Assessors Program (IRAP) - <http://www.asd.gov.au/infosec/irap.htm> ;
 - 32.4.3 ISO 27001 Lead Auditor - http://en.wikipedia.org/wiki/ISO/IEC_27001_Lead_Auditor ; or
 - 32.4.4 An equivalent IT audit certification.
- 32.5 The department may assist SRSS Providers in the review of the suitability of the proposed auditor.
- 32.6 For a list of possible audit companies, SRSS Providers could use the IRAP listing or go to the Austender site and select the standing offer notices (<https://www.tenders.gov.au/?event=public.SON.search>) this will provide with a list of registered companies that provide IT services to government and therefore are familiar with government requirements. The department is not prescriptive as to which auditors should be used, and SRSS Providers can utilise any individual or company as long as they are independent and have current certification.
- 32.7 The SRSS Provider must provide the Department with its SRSS IT policies and procedures for review in accordance with the following schedule:
- 32.7.1 a draft within 20 Business Days of the Commencement Date for review;
 - 32.7.2 an updated version, if requested by the Department, as agreed between the Department and the SRSS Provider, and incorporating any changes requested by the Department; and
 - 32.7.3 an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
- 32.8 The SRSS IT policies and procedures must include:

- 32.8.1 a description of the SRSS Provider's IT policies, procedures and business processes to enable the Services to be provided in an efficient, secure and accountable manner in accordance with the Contract;
 - 32.8.2 a description of the SRSS Provider's IT security arrangements;
 - 32.8.3 a description of the SRSS Provider's Mobile Computing Policy if Mobile Computing Devices are used for the provision of the Services;
 - 32.8.4 a description of the SRSS Provider's policies, protocols and safeguards for external storage devices;
 - 32.8.5 a description of the physical and internet protocol addresses of all locations where the Department's systems will be accessed;
 - 32.8.6 the SRSS Provider's IT disaster recovery plan and business continuity arrangements;
 - 32.8.7 a description of the SRSS Provider's user access management;
 - 32.8.8 a description of the SRSS Provider's password management;
 - 32.8.9 a description of the SRSS Provider's process for handling data privacy, based on the Privacy Act and Australian Privacy Principles;
 - 32.8.10 a description of the SRSS Provider's IT Incident management and reporting;
 - 32.8.11 any locations from which the SRSS Provider's Personnel will be accessing departmental systems and information; and
 - 32.8.12 any static internet protocol (IP) addresses from which they will connect to the Department's systems (to a limit of five).
- 32.9 The SRSS Provider's IT policies and procedures must be developed in accordance with the IT Policies and any other security requirements provided by the Department.
- 32.10 Where available, the SRSS Provider must use departmental systems, such as the Compliance, Case Management, Detention and Settlement (CCMDS) portal, as stipulated in the SRSS Operational Procedures Manual. The SRSS Provider must ensure that its IT system can support the Siebel-based CCMDS system and is able to integrate new systems as and when requested by the Department.
- 32.11 The SRSS Provider must use software compatible with the Microsoft Office Suite for general administrative purposes.
- 32.12 The SRSS Provider's IT helpdesk or nominated contact must be a single point of contact for all departmental IT system support issues. SRSS Provider Personnel must not contact the Department's IT Support directly, except via the nominated contact or the nominated back-up.

IT Security Controls:

- 32.13 The SRSS Provider must ensure that it complies with, and be able to demonstrate to the Department's satisfaction how the SRSS Provider and all its Personnel will satisfy:

- 32.13.1 the Department's current ICT Security Instructions;
 - 32.13.2 the Department's current Protective Security Instructions;
 - 32.13.3 the Department's current Security Framework; and
 - 32.13.4 the Privacy Act and the Australian Privacy Principles.
- 32.14 The SRSS Provider must not utilise offshore data storage services to store any departmental material or data.
- 32.15 The SRSS Provider must comply with any Department-issued directives relating to security controls, security policies or procedures within a timeframe acceptable to the Department, depending on the criticality of the directive.
- 32.16 In the case of a security breach, the SRSS Provider must cooperate with departmental security audits or investigations, and facilitate access by auditors and investigators to the SRSS Provider's environment and other functions as requested.

Training:

- 32.17 The Department will provide training in the use of departmental IT systems.
- 32.18 The SRSS Provider is responsible for ensuring all Personnel that access departmental IT systems have received relevant training in the use of those systems, the Department's ICT Security Instructions, the Department's Protective Security Instructions, and the Department's Security Framework.
- 32.19 The Department may restrict or deny access to its IT systems by any SRSS Provider Personnel, including Subcontractor Personnel.

Data Retention:

- 32.20 SRSS Provider must retain records associated with the provision of the Services for the period required by the Contract. At expiry or termination of the Contract the SRSS Provider must, if required by the Department, transfer all records to the Department and destroy all copies it retains.

IT Infrastructure:

- 32.21 The SRSS Provider must meet its all costs of maintaining and operating its IT system and including the cost of the following:
- 32.21.1 internet service provider charges;
 - 32.21.2 procurement and installation of any IT equipment (hardware and software) required; and
 - 32.21.3 software and hardware updates or maintenance required for all IT equipment, and any other costs in complying with technology or security requirements under the Contract.

33. HUMAN RESOURCES

33.1 The SRSS Provider must:

- 33.1.1 recruit, train and roster Personnel with appropriate skills and qualifications to perform and deliver the Services;
- 33.1.2 ensure that at all times there are adequate numbers of Personnel to perform and deliver the Services;
- 33.1.3 ensure Personnel have been vetted appropriately and undergone and obtained all relevant National Police Checks in accordance with the Contract;
- 33.1.4 ensure Personnel who work with SRSS Recipients in any capacity comply with applicable State and Territory child protection legislation, including undertaking necessary working with children or working with vulnerable people checks;
- 33.1.5 provide counselling support to Personnel where appropriate (such as the Employee Assistance Programme);
- 33.1.6 clearly define roles, responsibilities and duties for each Personnel;
- 33.1.7 ensure Personnel are aware of the Principles and Objective of the SRSS Programme and the SRSS Provider's Obligations under this Contract;
- 33.1.8 ensure all Personnel have access to, understand and comply with the Department's SRSS Operational Procedures Manual and the SRSS Provider's operations manual; and
- 33.1.9 ensure all Personnel are aware of their Duty of Care obligations.

33.2 All Carers should hold a current first aid certificate.

Core Personnel Levels:

- 33.3 The SRSS Provider must ensure it has adequate levels of Personnel to perform and deliver the Services required in accordance with the Contract. The SRSS Provider should consider the number and mix, including gender, of Personnel available at all times.
- 33.4 The number of Personnel necessary to perform the Services will vary. The number of Personnel is dependent on the number of SRSS Recipients referred to the SRSS Provider, their Band and their level of need. Accordingly, the SRSS Provider must have the capacity to be flexible and increase or decrease Personnel to meet SRSS Programme requirements, while minimising the cost associated with such flexibility and scalability.
- 33.5 When a need to adjust the number of Personnel is identified, the Department will consult with the SRSS Provider about the method and timeframe for implementing the adjustment. If the Department requests the SRSS Provider to change the level or ratio of Personnel, the SRSS Provider must action the change within the timeframes prescribed by the Department.

Behaviour of Personnel:

- 33.6 Personnel must conduct themselves in a courteous manner at all times when dealing with SRSS Recipients, members of the public, the Department, and Other Providers.

- 33.7 The SRSS Provider must ensure its Personnel are aware of, and comply with, the Australian Public Service (APS) Code of Conduct at all times.
- 33.8 The SRSS Provider must provide training to its Personnel to ensure that they are aware of their responsibility to maintain professional boundaries and standards.

Police and Security Clearances:

- 33.9 The SRSS Provider must ensure all Personnel who perform Services undergo a National Police Check before they commence duties. The SRSS Provider must ensure that a condition of employment is that all Personnel who perform the Services must Notify the SRSS Provider of any relevant police matters that arise during their employment in the SRSS Programme.
- 33.10 If a National Police Check has not been received before a proposed Personnel is ready to commence duty, the Department may provide approval on a case-by-case basis for that Personnel to commence work prior to obtaining clearance. The SRSS Provider must obtain the Department's approval before the relevant Personnel commences duty. Where approved, the SRSS Provider must provide ongoing status updates on the National Police Check until such time as the check is complete.
- 33.11 The Department may refuse to allow Services to be provided by Personnel whom the Department considers to be unsuitable on the basis of the outcome of the National Police Check. The SRSS Provider must comply with such a refusal.
- 33.12 The SRSS Provider must refer any offences or issues identified in the National Police Check to the Department and must comply with the Department's decision on whether the affected Personnel will be approved to perform the Services.
- 33.13 The SRSS Provider is responsible for the costs associated with obtaining National Police Checks.

Training:

- 33.14 The SRSS Provider will ensure all Personnel have been provided appropriate training and ongoing workplace support to deliver the SRSS Programme as detailed in paragraphs 32.14 to 32.18.

Department-Sponsored Training:

- 33.15 Beyond the Contract Transition In Period, the Department may provide refresher training for SRSS Provider training staff and supervisors who are responsible for the provision of training or on-the-job training. The content and method of delivery of this training will be determined by the Department. The purpose of the refresher training is to ensure that the SRSS Provider receives the latest information relating to relevant SRSS Programme, legislation, policy, procedures and IT systems updates.
- 33.16 Any Department facilitator-led training provided will be delivered at the Department's regional office or other locations nominated by the Department, at the discretion of the Department. The delivery method of any information or communications will be at the discretion of the Department.
- 33.17 The number of places for training will be determined by the Department and the SRSS Provider must make key Personnel available. The SRSS Provider will be responsible for the

arrangement, organisation and cost of all travel, accommodation and meals for SRSS Provider Personnel, including Subcontractor Personnel attending Department-sponsored training.

- 33.18 The SRSS Provider will be responsible for ensuring that nominated SRSS Provider Personnel, including Subcontractor Personnel, attend Department-sponsored training.
- 33.19 Where the nominated SRSS Provider Personnel, including Subcontractor Personnel, are unable to attend training, the SRSS Provider must nominate an appropriate alternative attendee.

Training Content:

- 33.20 Training delivered by the Department will be SRSS Programme-specific training on the SRSS objective and principles and the SRSS Operational Procedures Manual, with a focus on:
- 33.20.1 Accommodation Services;
- 33.20.2 Case Coordination Services; and
- 33.20.3 Performance Requirements.
- 33.21 The Department may also deliver training on specific departmental IT systems, such as the Compliance, Case Management Detention and Settlement (CCMDS) Portal. It will not cover training for more generic systems, such as the Microsoft Office Suite.
- 33.22 The Department may also provide the SRSS Provider access to Department-sponsored training material to facilitate SRSS Provider-sponsored training.

SRSS Provider-Sponsored Training:

- 33.23 The SRSS Provider will be responsible for all training, other than the training provided by the Department. Any changes, modification or updates made by the SRSS Provider to the training materials provided by the Department will be the responsibility of the SRSS Provider. It is the responsibility of the SRSS Provider to ensure all SRSS Provider training is updated to align with the requirements for Services specified in the Contract.
- 33.24 Where the SRSS Provider retains the services of a third-party training organisation or outsources the training responsibilities, the SRSS Provider will be responsible for the training of the third-party training organisations or outsourced organisations.
- 33.25 At the discretion of the Department, third-party training organisations or outsourced organisations may be allowed to attend departmental training during the Contract Transition In Period and the refresher training.

Costs:

- 33.26 All costs associated with the training of SRSS Provider Personnel, including Subcontractor Personnel, will be the responsibility of the SRSS Provider. This includes the cost of attending any training provided by the Department.
- 33.27 All coordination and administration associated with the training of SRSS Provider Personnel, including Subcontractor Personnel, will be the responsibility of the SRSS Provider. This includes attendance at any training provided by the Department.

Subcontractors:

33.28 The SRSS Provider is responsible for ensuring SRSS Subcontractor Personnel have the same levels of qualifications, receive the same training and undergo the same vetting as their own Personnel.

33.29 The SRSS Provider must ensure Subcontractors comply with any departmental quality assurance programme, including both financial and service delivery quality assurance activities.

34. CONTRACT MANAGEMENT AND PROGRAMME IMPLEMENTATION, PLANNING AND DELIVERY

34.1 Without limiting anything else in the Contract, the SRSS Provider and any Subcontractors must develop, maintain and comply with the following plans and documents:

- 34.1.1 Contract Transition In Plan;
- 34.1.2 Risk Management Plan;
- 34.1.3 fraud control plan;
- 34.1.4 work health safety plan;
- 34.1.5 child protection plan;
- 34.1.6 human resources plan;
- 34.1.7 operations manual;
- 34.1.8 information technology (IT) policies;
- 34.1.9 Business Continuity Plan;
- 34.1.10 Assets and Property Register;
- 34.1.11 quality assurance plan;
- 34.1.12 continuous improvement plan; and
- 34.1.13 Contract Transition Out Plan.

34.2 The SRSS Provider must also submit the documents listed at 34.1 and other ad hoc reports and plans as requested by the Department within the timeframes determined by the Department, in consultation with the SRSS Provider, throughout the Term. In particular, the SRSS Provider must:

- 34.2.1 Submit the Contract Transition In Plan within 10 Business Days of Contract Commencement;
- 34.2.2 Submit an outline of the documents listed at 34.1.2 to 34.1.13, covering priority subjects, within 20 Business Days of the Commencement Date, or within a timeframe stipulated in the Contract Transition In Plan and agreed to by the Department;

- 34.2.3 Submit full versions of the documents listed at 34.1.2 to 34.1.13 within 40 Business Days of the Commencement Date, or within a timeframe stipulated in the Contract Transition In Plan and agreed to by the Department;
- 34.2.4 Submit full versions of the documents listed 34.1.2 to 34.1.13 annually by the anniversary of the Commencement Date;
- 34.2.5 Submit the Contract Transition Out Plan within 10 Business Days of receiving a Termination Notice from the Department or three months before the contract expires;
- 34.2.6 Make amendments to any document listed at 34.1 as instructed by the Department;
- 34.3 The provision of reports, plans and documents does not automatically mean they have received departmental approval. The SRSS Provider must assume full responsibility for the implementation and maintenance of all plans and documents listed at paragraph 34.1 above.
- 34.4 The SRSS Provider must use departmental templates where requested by the Department in the preparation of the plans and documents described in paragraph 34.1 above.
- 34.5 The SRSS Provider must provide the Services in accordance with, and otherwise comply with, the plans and documents referred to in paragraph 34.1 above (as approved by the Department where applicable).

Contract Transition In:

- 34.6 The Contract Transition In Period starts on the Commencement Date. The Contract Transition In Period should not exceed five (5) calendar months. The SRSS Provider must nominate a dedicated transition manager to act as the first point of contact for the Department. The transition manager must ensure all transition in activities are completed in accordance with the approved Contract Transition In Plan.
 - 34.6.1 The SRSS Provider must include in its Contract Transition In Plan proposed milestones that it will achieve in each month of the Transition In Period. SRSS Providers must make any amendments to the Contract Transition In Plan requested by the Department, including in relation to the milestones. SRSS Providers will also be required to report on its progress on activities and milestones detailed in the Contract Transition In Plan on a monthly basis or as otherwise requested by the Department.
- 34.7 The Department will provide an Contract Transition In Plan template that must be used by the SRSS Provider.

Risk Management:

- 34.8 The SRSS Provider must develop and maintain a Risk Management Plan for the duration of the Contract. The Risk Management Plan must align with the AS/NZ ISO 31000:2009 standards.

Fraud Control:

- 34.9 The SRSS Provider must develop and submit to the Department a Fraud Control Plan that is consistent, where appropriate, with the Commonwealth Fraud Control Guidelines. The Fraud Control Plan must ensure any specific risks unique to the SRSS Programme are addressed in the plan.
- 34.10 The Fraud Control Plan must be reviewed and updated on a regular basis. A copy of the updated version of the Fraud Control Plan must be provided to the Department immediately following every update.

Work Health Safety:

- 34.11 The SRSS Provider must develop and maintain a Work Health Safety Plan. The SRSS Provider must submit to the Department, for review, a draft Work Health and Safety Plan within 20 Business Days from the Commencement Date. The Work Health Safety Plan must be re-submitted to the Department immediately following any update.
- 34.12 The Work Health Safety Plan must describe how the SRSS Provider will comply with its work health and safety obligations under the Contract and applicable State/Territory and Commonwealth legislation (including the *Work Health and Safety Act 2011* (Cth)). It must identify, prevent and manage the risk of work place health and safety issues (including for SRSS Provider Personnel, Subcontractor Personnel, and SRSS Recipients) in delivering the SRSS Programme, and it must be consistent with AS/NZS 4801:2001 Occupational Health and Safety Management System.

Child Protection Plan:

- 34.13 The SRSS Provider must develop and maintain a child protection plan for the Term.
- 34.14 The child protection plan must outline the approach the SRSS Provider will follow to promote child safety in their organisation. It must include the following:
- 34.14.1 the SRSS Provider's commitment to protect children and who the child protection plan is applicable to;
 - 34.14.2 how the SRSS Provider intends to take a preventative approach to child safety – for example, through: their recruitment and selection processes, supervision and professional development of staff, Code(s) of Conduct, and training staff and volunteers to recognise signs of risk and potential risk;
 - 34.14.3 child protection reporting processes, including how they will ensure staff understand their reporting requirements;
 - 34.14.4 how the SRSS Provider intends to ensure that children and adults in their care know what is considered acceptable behaviour and who to talk to if they have any concerns; and
 - 34.14.5 information on how the SRSS Provider will respond to Incidents of child harm, including how they will support children who have been harmed, complaint and disciplinary procedures and steps to reduce or remove risk of future harm.

Human Resources Plan:

- 34.15 The SRSS Provider must develop and submit to the Department for review a human resources plan.
- 34.16 The human resources plan must be re-submitted to the Department immediately following any update.
- 34.17 The SRSS Provider must comply with the human resources plan and regularly review and update the human resources plan, where required, throughout the Term. Where the Department identifies a need, the SRSS Provider must submit an updated human resources plan within a timeframe acceptable to the Department. Timeframes will vary depending on the circumstances that predicated the requirement for an update.
- 34.18 The human resources plan must:
- 34.18.1 comply with the requirements of this Contract;
 - 34.18.2 describe the SRSS Provider's recruitment strategy and how it will ensure it has sufficient Personnel with appropriate skills to deliver the required Services;
 - 34.18.3 describe how the SRSS Provider will ensure Personnel are vetted prior to employment;
 - 34.18.4 explain the SRSS Provider's training strategy, including requirements for training from the Department; and
 - 34.18.5 identify specific positions nominated to deliver specific services and specify the minimum standard of qualification or experience required for those positions.

SRSS Operational Procedures Manual:

- 34.19 The Department will develop the SRSS Operational Procedures Manual, and other instructions, to provide guidance and outline the procedures required to implement the SRSS Programme.
- 34.20 The SRSS Provider must comply with the SRSS Operational Procedures Manual and related instructions including amendments.

Operations Manual:

- 34.21 The SRSS Provider must develop an operations manual that describes the operational practices, guidelines and procedures the SRSS Provider will follow to deliver the Services and SRSS Programme in accordance with the Contract, this Schedule of Services, the SRSS Operational Procedures Manual and other instructions issued by the Department.
- 34.22 The SRSS Provider must submit to the Department for review, in accordance with Clause 34.2.
- 34.23 The operations manual must be consistent with relevant industry best practice.
- 34.24 The operations manual must include practices, guidelines and procedures for:

- 34.24.1 decision-making and communication protocols, with particular reference to collaboration with the Department, Other Providers, and Subcontractors and consortia partners where relevant;
 - 34.24.2 communication with SRSS Recipients, including the use of translating and interpreting services;
 - 34.24.3 managing and responding to stakeholder and SRSS Recipient complaints and grievances;
 - 34.24.4 24-hour emergency contacts for both SRSS Recipients and the Department;
 - 34.24.5 Critical Incidents and other Incidents handling, recording and reporting;
 - 34.24.6 records management and the treatment of Personal Information and Confidential Information in accordance with the Contract;
 - 34.24.7 workplace health and safety and training;
 - 34.24.8 invoicing and financial approvals processes;
 - 34.24.9 ensuring compliance with relevant State and Territory child protection legislation;
 - 34.24.10 qualitative and quantitative reporting requirements;
 - 34.24.11 continuous improvement processes; and
 - 34.24.12 all other processes used in delivering the Services and comply with the Contract.
- 34.25 The SRSS Provider must:
- 34.25.1 address any comments by the Department in relation to the draft operations manual;
 - 34.25.2 comply with the Operations Manual; and
 - 34.25.3 update and maintain the operations manual throughout the Term as necessary to ensure it remains appropriate, current and consistent with the Contract.
- 34.26 The completeness, suitability and effectiveness of the operations manual, and adherence to it, must be a focus of the SRSS Provider's quality assurance programme and continuous improvement activities.
- 34.27 Where appropriate, the SRSS Provider must amend the operations manual to take into account any recommendations made by the Department's quality assurance programme or other representatives' reviews and audits.
- Business Continuity:**
- 34.28 The SRSS Provider must develop and submit to the Department a Business Continuity Plan.
- 34.29 The Business Continuity Plan must be re-submitted to the Department immediately following any update..

- 34.30 The SRSS Provider must comply with the Business Continuity Plan and review and update the plan, where required, throughout the Term. Where the Department, in consultation with the SRSS Provider, identifies an issue or event, the SRSS Provider must submit an updated Business Continuity Plan within a timeframe acceptable to the Department. Timeframes will vary depending on the nature of the issue or event.
- 34.31 The Business Continuity Plan must describe the SRSS Provider's strategies and actions to ensure continuity of key Services and availability of key Personnel when normal operations are disrupted or circumstances exist that may threaten the operation of the Services, including ensuring the safety, security and wellbeing of SRSS Recipients and SRSS Provider Personnel. The Business Continuity Plan must also describe provisions for continuity of IT access off-site when the SRSS Provider's site is disrupted. The SRSS Provider must test the Business Continuity Plan annually.
- 34.32 The Business Continuity Plan must align with recognised standards for business continuity.
- 34.33 The Business Continuity Plan must:
- 34.33.1 include descriptions of likelihood and consequences;
 - 34.33.2 outline appropriate mitigation strategies;
 - 34.33.3 outline how business continuity issues will be reported internally and to the Department; and
 - 34.33.4 describe the thresholds for escalation and management of business continuity issues.

Quality Assurance:

- 34.34 The SRSS Provider must develop a quality assurance plan. The SRSS Provider must comply with the quality assurance plan.
- 34.35 The quality assurance plan must describe how the SRSS Provider will systematically monitor processes to ensure consistency in service delivery and to feed into continuous improvement. At a minimum, the quality assurance plan must cover:
- 34.35.1 incident reporting processes and timeframes;
 - 34.35.2 SRSS Recipient Case Plans;
 - 34.35.3 transition and exit processes and timeframes;
 - 34.35.4 qualification and security checks for SRSS Provider Personnel;
 - 34.35.5 insurances;
 - 34.35.6 records management;
 - 34.35.7 invoicing and financial management; and
 - 34.35.8 information technology policies and processes.

Continuous Improvement:

- 34.36 The SRSS Provider must develop, submit and comply with its continuous improvement plan.
- 34.37 The continuous improvement plan must include detailed phased benchmarks addressing the SRSS Programme Principles and the Department's SRSS objective, goals and critical success factors. The continuous improvement plan must align with recognised standards for Quality Management. It must also:
- 34.37.1 identify improvements for the SRSS Provider's processes and procedures set out in the SRSS Provider's operations manual, and how and when the improvements will be achieved;
 - 34.37.2 prioritise potential changes in SRSS Provider service delivery processes and procedures;
 - 34.37.3 include measures for continuous improvement;
 - 34.37.4 implement enhancements to achieve better service outcomes;
 - 34.37.5 report on progress of agreed enhancements;
 - 34.37.6 facilitate end-to-end Quality Management to minimise adverse impacts on business delivery and SRSS Recipients; and
 - 34.37.7 outline processes for SRSS Recipient feedback.

Contract Transition Out:

- 34.38 The SRSS Provider must submit, for approval of the Department, a Contractor Transition Out Plan at the end of the Contract Transition In Period using the template at Annex 2.
- 34.39 The SRSS Provider must submit an updated Contractor Transition Out Plan annually and within 10 Business Days of receiving a Notice of Termination from the Department or the date three months before the Contract is due to expire.
- 34.40 The Contractor Transition Out Plan must describe how the SRSS Provider will effectively and efficiently disengage from the Services on expiry or termination of the Contract including:
- 34.40.1 all relevant actions and requirements, including timeframes for such actions and requirements; and
 - 34.40.2 how it will facilitate a hand over to the Department or the Department's nominee (including to an Other Provider or any other arrangement); and
 - 34.40.3 how it will ensure it has sufficient ongoing resources to effectively transition out.
- 34.41 The Contractor Transition Out Plan must describe how the SRSS Provider will work with the Department and Other Service Providers to ensure the continuity of care to SRSS Recipients where there is a handover of the Services.

35. PERFORMANCE MANAGEMENT AND GOVERNANCE

Performance Management:

- 35.1 Throughout the Term, the Department will monitor and evaluate the SRSS Provider's performance against the Performance Measures. The Performance Measure aim to measure the critical success factors for the SRSS Programme. The Performance Measures include both qualitative and quantitative measures.
- 35.2 The objective of performance management is to ensure that the Services meet or exceed the Contract requirements. The supporting objective is to accurately measure key aspects of the Services:
- 35.2.1 for effectiveness and efficiency against established service standards and performance targets; and
 - 35.2.2 to initiate preventative action where the SRSS Provider is finding it difficult to meet established service standards and performance targets.

Performance Measures:

- 35.3 The Performance Measures (including any applicable methods for assessment and acceptable standards) are outlined in Annex 1 and Annex 3.
- 35.4 Without limiting the Department's rights and the SRSS Provider's obligations in clause 23 of the Contract, where Performance Measures are not met, the Department will request an explanation from the SRSS Provider in writing detailing why the Performance Measure has not been met. The departmental Contract Manager will determine the timeframes for the explanation, taking into account the severity of the issue and any extenuating circumstances.
- 35.5 If the explanation is not sufficient, the SRSS Provider will be required to demonstrate how it will remedy the failure to meet the Performance Measure, including timeframes for addressing the issue.
- 35.6 If the SRSS Provider continues to fail to meet the Performance Measure, the SRSS Provider will be asked to review their processes to ensure the Performance Measure can be met.
- 35.7 If the SRSS Provider is still unable to meet the Performance Measure, the Department will begin a performance management process and the SRSS Provider must comply with that process in order to resolve the failure to meet the Performance Measures. If the Department in its absolutely discretion considers it is required, the Department may redirect referrals of SRSS Recipients to Other Providers, or remove SRSS Recipients from the SRSS Provider.

Performance Reporting:

- 35.8 The SRSS Provider must submit reports, including consolidated Subcontractor information, using departmentally provided templates, as required by the Department, but no less than every quarter in the first year following the Effective Date and twice each year after that. The reports must set out:
- 35.8.1 the SRSS Provider's performance, including the performance of its Subcontractors, against the Services; and

35.8.2 any significant issues arising during the reporting period, including key issues identified through stakeholder engagement activities and action taken to resolve those issues.

35.9 In addition, the SRSS Provider must submit ad hoc reports as required by the Department.

Service Standards:

35.10 The SRSS Provider must meet the Service Standards outlined in Annex 1. The Department will run reports against the service standards monthly to inform contract management meetings and to address trends and issues as required.

Departmental Quality Assurance Programme:

35.11 The Department will conduct regular quality checks through the departmental quality assurance programme to evaluate SRSS Provider performance, and assess the standard and quality of service delivery throughout the year.

35.12 The departmental quality assurance programme is separate from the SRSS Provider's quality assurance programme.

35.13 The departmental quality assurance programme will include activities such as meetings between the Department and SRSS Personnel (including Subcontractor Personnel), random or targeted checks of SRSS Recipient Case Plans and files, observing transit assistance services and the delivery of orientation Services, accommodation inspections, interviews with SRSS Recipients, and financial and Work Health Safety checks. The SRSS Provider and its Personnel, as relevant, must cooperate with the Department as required to allow it to perform the departmental quality assurance programme.

35.14 The Department will report on the key findings of the departmental quality assurance programme and, where necessary, formulate recommendations for Service improvement. The SRSS Provider must implement any recommendations in the timeframes specified by the Department.

35.15 Throughout the Term, the SRSS Provider and its Personnel, where relevant, must facilitate interviews between SRSS Recipients and the Department for the purposes of undertaking quality checks on the delivery of key Services. This may involve providing relevant contact details and making all necessary arrangements for the meeting.

Governance

35.16 The SRSS Provider must actively participate in a range of meetings to ensure the smooth running of the SRSS Programme.

Annual Conference:

35.17 The SRSS Provider must attend an annual conference to give the Department an opportunity to provide an update on the Commonwealth's objectives for the coming SRSS Programme year. SRSS Providers will also have an opportunity to input to the agenda.

35.18 The annual conference will be funded, convened and facilitated by the Department. The Department will fund up to two participants from the SRSS Provider at the annual conference.

Annual Meeting:

- 35.19 The SRSS Provider must actively participate in a meeting with the Department to discuss the SRSS Provider's performance over the full programme year, findings from the Department's quality assurance programme activities, and the appropriateness and relevance of Performance Measures and Service Standards where required. The SRSS Provider will also have an opportunity to highlight achievements.
- 35.20 The meeting will be convened and facilitated by the Department. Attendance by the SRSS Provider will be funded by the SRSS Provider.

Technical Reference Group:

- 35.21 There will be two technical reference group meetings, convened and facilitated by the Department each year.
- 35.22 The SRSS Provider must, at its cost, actively participate in technical reference group meetings to guide service delivery, and discuss and respond to emerging issues.

Biannual Local Area Cooperative Meeting:

- 35.23 The SRSS Provider must work with relevant Other Providers in their Contract Region to discuss service delivery issues and facilitate cooperation within the sector, guide service delivery and discuss and respond to emerging issues.
- 35.24 The SRSS Provider must convene two meetings each year. Where two or more SRSS Programme operate in one Contract Region, they must work cooperatively to run the meeting. All SRSS Providers for the Contract Region must attend each meeting, but they may alternate responsibility for facilitating the meeting. The SRSS Provider must send a copy of the minutes to the Department.

Contract Meeting:

- 35.25 The SRSS Provider must participate in quarterly contract management meetings with the Department (**Contract Meetings**) to discuss performance against the Performance Measures and the Service Standards, performance trends and programme trends, where these are known. The Department reserves the right to request meetings more frequently if deemed necessary. Travel will be at the cost of the SRSS Provider.
- 35.26 The SRSS Provider must submit a performance report, using the departmental template, 10 Business Days before the Contract Meeting where the Contract Meeting is held during the performance reporting period.
- 35.27 The Department will convene the meetings, via teleconference. Attendance must include the SRSS Provider and departmental Contract Managers and others as required. Where necessary, meetings may be convened face to face.

Cooperation with Enquiries and Investigations

- 35.28 The SRSS Provider must cooperate with any enquiries or investigations instigated by Commonwealth entities or as Notified by the Department.
- 35.29 The SRSS Provider must ensure a high level of cooperation with all key stakeholders.

Annex 1 - Performance Measures

Service Standards

Deliverables		Service Standards
Transition In (SRSS recipient)		
2 - 6	Referrals	<p>SRSS Provider responds (accepts, seeks an exemption or requests additional information) to SRSS Recipient referrals in Bands 2-4 within two Business Days.</p> <p>SRSS Provider responds (accepts, seeks an exemption or requests additional information) to Custodianship requests for SRSS Recipients in Band 2 within two Business Days.</p> <p>SRSS Provider responds (accepts, seeks an exemption or requests additional information) to SRSS Recipient referrals in Bands 5 and 6 within five Business Days.</p>
2 - 4	Initial Payment	SRSS Provider provides an Initial Payment to all SRSS Recipients who have exited a Detention Facility immediately on arrival in the community.
3- 4	Basic Starter Package	SRSS Provider provides a Basic Starter Package to all eligible SRSS Recipients who have exited a Detention Facility immediately on arrival in Provided Accommodation.
2 - 3	Reception and Initial Property Induction	All SRSS Recipients receive reception and induction services on arrival in Provided Accommodation or within 24 hours of arrival.
Accommodation Services		
2 - 3	Basic Household Goods	Basic Household Goods are installed/topped up prior to SRSS Recipients entering Provided Accommodation.
2 - 3	Accommodation Suitability Assessment	SRSS Provider submits an Accommodation Suitability Assessment to the Department within 10 Business Days of receiving a referral.
4	Community Link Check	SRSS Provider ascertains the suitability and availability of the proposed property and Community Link within four Business Days of receiving the referral (except in exceptional circumstances).
2 - 3	Depart Provided Accommodation	SRSS Recipients exit Provided Accommodation in accordance with the timeframes stipulated in the Schedule of Services, including: 10 Business Days when transitioning to another Band 20 Business Days when exiting the SRSS Programme on a Substantive Visa.
4	Independent Accommodation	SRSS Recipients secure Independent Accommodation within the six week period of eligibility for Band 4.
Case Coordination Services		
1	Individual Management Plan	SRSS Provider contributes constructively to the SRSS Recipient's Individual Management Plan, where possible in cooperation with the DSP during its creation; otherwise within five Business Days of receiving the plan.
2 - 6	Case Plans	Case Plans are submitted to the Department within 10 Business Days (Band 2, 3 and 5 Case Plans require departmental approval) of the SRSS Recipient's placement in the SRSS Provider's care.
2 - 6 (excl. 4)	Case Plan Reviews and Updates	<p>Case Plans are regularly maintained. Case Workers review Case Plans at each monthly meeting/contact with the SRSS Recipient.</p> <p>Case Plans are updated within 10 Business Days of SRSS Recipients transitioning between Bands.</p>
2- 6	Essential Registrations	<p>SRSS Recipients in Bands 2 and 3 receive their Detention Health Service Provider card and information about their allocated GP and pharmacy on arrival in the community and receive assistance to make initial appointments within their first month in the Community.</p> <p>Eligible SRSS Recipients in Bands 4-6 are registered with Medicare within 10 Business Days.</p> <p>School-aged children are enrolled in school within five school days.</p> <p>SRSS Recipients who have exited a detention facility receive assistance to open a bank account and register with the Department of Human Services within five Business Days of entering the community.</p>

2 - 6	Orientation Services	<p>SRSS Recipients in Bands 2-4 who have exited held detention or transferred locations (where required) receive initial orientation within five Business Days of arriving in the community or transferring to a new location, where required.</p> <p>SRSS Recipients in Bands 2-4 commence more comprehensive orientation Services within one month (20 Business Days) of arriving in the community and complete orientation within three months (60 Business Days) of the date they commence orientation.</p> <p>SRSS Recipients in Bands 5 and 6 are referred for orientation Services on a needs basis.</p>
1 2 - 6 (excl. 4)	Meaningful Engagement	<p>100% of SRSS Recipients in Band 1 are encouraged to participate in weekly Meaningful Engagement Activities.</p> <p>SRSS Recipients are being supported, where required, to engage in meaningful engagement activities in accordance with the SRSS Operational Procedures Manual.</p>
1 2-6	Incident Reporting	<p>Critical incidents involving Band 1 SRSS Recipients are reported verbally within 30 minutes and a written report submitted within 4 hours of the incident occurring.</p> <p>Major incidents involving Band 1 SRSS Recipients are reported verbally within 1 hour and written report submitted within 6 hours of the incident occurring.</p> <p>Minor incidents involving Band 1 SRSS Recipients are reported in writing within 24 hours.</p> <p>Critical Incidents are reported by phone within 30 minutes, followed by a written report within one hour in the case of a death and one Business Day for all other Critical Incidents.</p> <p>Major Incidents are reported by phone within one hour, followed by a written report within two Business Days.</p> <p>Minor Incidents are reported by phone within two hours, followed by a written report within three Business Days.</p>
Transition Out (SRSS recipient)		
2 - 5	Transition Out Plan	SRSS Provider submits a Transition Out Plan for all SRSS Recipients within five Business Days of receiving a notification from the Department.
2 - 6	Referrals and Registrations	SRSS Provider ensures all ongoing referrals and registrations required by SRSS Recipients exiting the SRSS programme occur within the Transition Out period.
1 - 6	Exits	Former SRSS Recipients (no longer eligible for SRSS Services) have ceased receiving Services through the SRSS in accordance with the transition out timeframes.

Annex 2 - Template for Contractor Transition Out Plan

The Contract Transition Out Plan template will be provided by the Department at a later date.

Annex 3 - SRSS Key Performance Indicators

See attached document titled 'Annex 3 - SRSS Key Performance Indicators'.

The SRSS key performance indicators are used by the Department to measure the SRSS Provider's performance against the critical success factors.

The SRSS key performance indicators are intended to supplement the requirements in the Schedule of Services. The SRSS Provider is required to meet all the requirements in the Schedule of Services the service standards and the SRSS key performance indicators.

However, when measuring the SRSS Provider's performance against the requirements in the Schedule of Services and the service standards, the Department will take into account the minimum levels of performance required by the SRSS key performance indicators. If a key performance indicator provides for a level of compliance that is expressed to be less than 100%, the SRSS Provider must still meet the relevant requirement in full in accordance with the timeframes set out in the Services Schedule or SRSS Operational Procedures Manual. However, the Department will take into account any variance from 100% compliance expressed in any applicable key performance indicator when assessing the SRSS Provider's performance against the requirements of this Contract.

ATTACHMENT B (CONTRACT CHARGES AND EXPENSES)**1. PURPOSE OF THIS ATTACHMENT****Overview**

- 1.1 The purpose of this Pricing Schedule is to describe and list the Contract Charges and Expenses which are payable to the SRSS Provider.
- 1.2 The SRSS Provider, when referring to this Attachment B, must also refer to the Contract, the Schedule of Services, the SRSS Operational Procedures Manual and other referenced documents, as applicable.
- 1.3 All Contract Charges:
 - 1.3.1 Are inclusive of all costs, charges, expenses, duties and taxes;
 - 1.3.2 are inclusive of GST (although they separately identify the GST component where relevant);
 - 1.3.3 apply for the duration of the Contract; and
 - 1.3.4 fully compensate the SRSS Provider for the performance of all Services required under the Contract.
- 1.4 Payment of any amount under this Contract is subject to the SRSS Provider meeting the applicable requirements of the Contract to which the payment of that amount relates.
- 1.5 The SRSS Provider is responsible for meeting any costs which are not payable or reimbursable in accordance with this Attachment B (including in circumstances where the costs to the SRSS Provider exceed any specified cap in the SRSS Operational Procedures Manual).

2. NOT USED**3. SUBMISSION OF INVOICES**

- 3.1 The SRSS Provider must submit all invoices for the previous month to the Department by the 15th of the month (or the next Business Day where the 15th falls on a public holiday or weekend). All invoices must meet the requirements of the Contract.

4. PAYMENT TERMS

- 4.1 Payment terms are 30 calendar days in arrears from the date of receipt of a Correctly Rendered Invoice and any supporting Documentation substantiating the amount claimed (including from Subcontractors if requested by the Department) where explanation is necessary. The SRSS Provider must submit a correctly rendered Tax Invoice with relevant worksheets using departmental templates. The SRSS Provider must retain all evidence to verify expenditure and provide this evidence to the Department for the purposes of quality assurance and audits. Invoices must be submitted each month in order for the Department to arrange payment.

5. INVOICE FORMAT AND TEMPLATES (SEE ATTACHED)

- 5.1 The SRSS Provider must provide invoices and worksheets to the Department in the format specified in the Contract (including as set out in this clause 5), or as requested by the Department.
- 5.2 The SRSS Provider must ensure the invoices are in the format set out in Annex A to Attachment B

6. SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES INDUSTRY AWARD 2010 EQUAL REMUNERATION ORDER

- 6.1 Each month the SRSS Provider must include with each invoice the details of the proportion of each Contract Charge that is paid to Social, Community, Home Care and Disability Services Industry Award 2010 [or Social and Community Services (SACS) Award] employees.

7. PRICING COMPONENTS

Implementation Fee

- 7.1 The Implementation Fee includes s. 47G(1)(a) as agreed by the Department. In particular, the Implementation Fee s. 47G(1)(a).

- 7.2 The Implementation Fee will be paid in equal monthly instalments, in arrears, upon completion of tasks, milestones and Deliverables, as agreed with the Department in the Contract Transition In Plan. Payments will be made following the receipt of a Correctly Rendered Invoice.

Corporate Overhead Fee

- 7.3 The Corporate Overhead Fee includes s. 47G(1)(a).

- 7.4 The amount of Corporate Overhead Fee paid each month s. 47G(1)(a).

- 7.5 Payment will be monthly, in arrears, after completion of the Contract Transition In Period in accordance with the Contract, as determined by the Department, and following the receipt of a Correctly Rendered Invoice. The Department will not commence paying any Corporate Overhead Fee to the SRSS Provider until the Effective Date (subject to the SRSS Provider otherwise meeting the requirements of the Contract).

Recipient Management Fees

- 7.6 The Recipient Management Fee s. 47G(1)(a).

- 7.7 The Recipient Management Fee are a per SRSS Recipient/per day fee for each day the SRSS Provider provides Services to an SRSS Recipient in accordance with the Contract.

- 7.8 The Recipient Management Fee will be calculated and payable s. 47G(1)(a)
- 7.9 If the Department refers a Band 2 or 3 SRSS Recipient to the SRSS Provider, who then does not enter the SRSS Programme, the Recipient Management Fee will be calculated and payable s. 47G(1)(a)
- 7.10 Payment of Recipient Management Fee will be monthly, in arrears, in accordance with the Contract and following the receipt of a Correctly Rendered Tax Invoice and relevant worksheets for that month in accordance with the Contract.
- 7.11 The Department recognises that despite classifying SRSS Recipients into Bands, instances may arise where SRSS Recipient needs within Bands may vary. In exceptional cases, some SRSS Recipients will require extremely high levels of care, over and above that typically expected to be delivered by the SRSS Provider. For the small number of these exceptional cases, the Department may negotiate an agreed Recipient Management Fee with the SRSS Provider on a case-by- case basis. This Recipient Management Fee will not be paid without the prior, written authorisation of the Department. Any agreed Recipient Management Fee does not need to be made through a variation to the Contract (but will only be paid upon agreement by the Department). The SRSS Provider must ensure that any agreed Recipient Management Fee is specifically identified in the invoice provided for the applicable month.

Direct Recipient Costs

- 7.12 The SRSS Operational Procedures Manual details Direct Recipient Costs, which are able to be reimbursed. The SRSS Provider can only seek reimbursement for Direct Recipient Costs in accordance with the SRSS Operational Procedures Manual.
- 7.13 Direct Recipient Costs must be pre-approved in writing by the Department in order to be eligible for reimbursement.
- 7.14 Direct Recipient Costs will not be paid if they exceed any maximum amount for set out in the SRSS Operational Procedures Manual.
- 7.15 Reimbursement is subject to:
- 7.15.1 pre-approval of the costs; and
 - 7.15.2 substantiation as reasonably required by the Department.
- 7.16 If the SRSS Provider:
- 7.16.1 makes a payment to an SRSS Recipient; or
 - 7.16.2 provides a service to an SRSS Recipient,
- which is inconsistent with the Contract or the SRSS Operational Procedures Manual without prior written approval from the Department the SRSS Provider will be liable for the cost of that payment or service.

- 7.17 The SRSS Provider is not entitled to seek the recovery of the payment or cost of the service referred to in clause 7.16 from the SRSS Recipient, the Department or the Department of Human Services and the Department will not be obliged to reimburse the SRSS Provider for that amount or cost of the service.
- 7.18 The SRSS Provider must comply with applicable Obligations in the Schedule of Services and SRSS Operational Procedures Manual in order to qualify for the reimbursement of any Direct Recipient Cost. To the extent that a requirement is subjective or there is any disagreement as to whether a Direct Recipient Cost is able to be reimbursed, the Department has the right to determine the issue conclusively, but in doing so, will take into account the requirements of this Contract as a whole.

8. IMPLEMENTATION FEE

s. 47G(1)(a)



150

150

Released by DIBP under the
Freedom of Information Act 1982

s. 47G(1)(a)



151

151

11. ANNUAL FEE INDEXATION

11.1 Corporate Overhead Fees and Recipient Management Fees will be indexed on an annual basis commencing 1 September 2015.

Indexation will be based on:

- Social, Community, Home Care and Disability Services Industry Award 2010 [or Social and Community Services (SACS) Award] Wage Increases (where applicable),
- Consumer Price Index (CPI), and
- Wage Price Index (WPI).

Social, Community, Home Care and Disability Services Industry Award 2010 Wage Increases

11.2 This increase will be applied to salary costs for employees covered by the SACS Award only.

11.3 The percentage SACS annual wage increases national average of 2.9% will be applied.

Consumer Price Index (CPI)

11.4 CPI will be applied to non-salary costs only.

11.5 The CPI: groups, weighted average of eight capital cities percentage change from previous financial year will be applied.

Wage Price Index (WPI)

11.6 WPI will be applied to salary costs for employees that are not covered by the SACS Award only.

11.7 The WPI, Australia ordinary hourly rates of pay excluding bonuses all sectors percentage change from previous financial year will be applied.

Annual Indexation Table

11.8 Corporate Overhead Fees and each Recipient Management Fee will be indexed against the above based on percentages in the table below.

	Corporate Overhead Fee	Recipient Management Fee					
		Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
% of Fee to be indexed by SACS	S. 47G(1)(a)						
% of Fee to be indexed by CPI							
% of Fee to be indexed by WPI							
TOTAL (must not exceed 100%)							

ATTACHMENT C (CONFIDENTIAL INFORMATION)

Not applicable

Released by DIBP under the
Freedom of Information Act 1982

ATTACHMENT D (CONTRACT CHANGE PROCESS)

- 1.1 If the Department wants to vary this Contract:
 - 1.1.1 the Department must make a request to the SRSS Provider in writing setting out the proposed variations (including the proposed date for implementation of the variations);
 - 1.1.2 within 10 Business Days after receiving the Department's request or within another period agreed by the Parties, the SRSS Provider must respond in writing to the Department specifying what effect those variations will have on:
 - (a) the Contract Charges and Expenses;
 - (b) the provision of the Services, including any particular Deliverable;
 - (c) the SRSS Provider's ability to perform its Obligations under the Contract;
 - (d) the Contract;
 - (e) any planning or transitional issues or activities needed to fully implement the proposed variations; and
 - (f) whether the SRSS Provider agrees to the proposed variation; and
 - 1.1.3 if the response indicates that the SRSS Provider agrees to the proposed variation, within 10 Business Days, or within another period agreed by the Parties, the Department will give the SRSS Provider Notice accepting or rejecting the proposed variation.
- 1.2 If the SRSS Provider wants to vary this Contract:
 - 1.2.1 the SRSS Provider must make a request to the Department in writing setting out the proposed variations (including the proposed date for implementation of the variations) and specifying what effect those variations will have on:
 - (a) the Contract Charges and Expenses;
 - (b) the provision of the Services, including any particular Deliverable;
 - (c) the SRSS Provider's ability to perform its Obligations under the Contract; and
 - (d) the Contract; and
 - (e) any planning or transitional issues or activities needed to fully implement the proposed variations; and
 - 1.2.2 within 20 Business Days after receiving the SRSS Provider's request, or within another period agreed by the Parties, the Department must give the SRSS Provider Notice accepting or rejecting the variation.
- 1.3 If the Department accepts a proposed variation, the Parties must, as soon as practicable, execute all documents necessary to give effect to the agreed variation. The Department is not obliged to pay any amount other than the Contract Charges or Expenses until and from the date any variation to the Contract Charges or Expenses is agreed.

ATTACHMENT E (MATERIAL)**Commonwealth Material**

Commonwealth Material to be made available	When Commonwealth Material is to be made available	Form in which Commonwealth Material is to be made available	Any conditions or restrictions in relation to that Commonwealth Material
The SRSS Operational Procedures Manual	By the contract commencement date, with updates, additions and amendments provided over the course of the contract.	Electronic.	The SRSS Policy and Procedures Framework is a confidential document for the use of the department and SRSS Providers. The SRSS Provider must not provide the SRSS Policy and Procedure Framework to other parties unless approved to do so by the department.
Forms and policy guidance.	By the contract commencement date, with updates, additions and amendments provided over the course of the contract.	Electronic.	The SRSS forms and policy guidance documents are confidential documents for the use of the department and SRSS Providers. The SRSS Provider must not provide the SRSS forms or policy guidance to other parties unless approved to do so by the department.

Existing SRSS Provider Material

Not applicable.

Third Party Material

Not applicable.

Other Auxiliary Material

Not applicable.

Contract Material

The Contract Material is set out or described in Attachment A (Schedule of Services).

Moral Rights

Not applicable.

ATTACHMENT F (ADDITIONAL RISK MANAGEMENT MEASURES)

This will be developed as required between the Parties.

ATTACHMENT G (COMMONWEALTH LAW AND POLICY REQUIREMENTS)

In providing the Services, the SRSS Provider must comply with all Laws and Commonwealth policies in the manner as set out in this Attachment, where the following table indicates that the Law or policy is applicable (a checked box represents an applicable policy).

Policy	Applicable
Australian Industry Participation Plan	<input type="checkbox"/>
Anti-Discrimination	<input checked="" type="checkbox"/>
APS Values	<input checked="" type="checkbox"/>
Australian Packaging Covenant	<input type="checkbox"/>
Freedom of Information	<input checked="" type="checkbox"/>
Fraud	<input checked="" type="checkbox"/>
Illegal Workers	<input checked="" type="checkbox"/>
Indigenous Opportunities Policy	<input checked="" type="checkbox"/>
Multicultural Access and Equity Policy	<input checked="" type="checkbox"/>
Public Interest Disclosure	<input checked="" type="checkbox"/>

Australian Industry Participation Plan

1. Not Applicable.

Anti-Discrimination

2. The SRSS Provider must:
 - 2.1 comply with its Obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (**the WGE Act**); and
 - 2.2 not enter into any Subcontract with an entity named in a report tabled in the Australian Parliament by the Workplace Gender Equality Agency as a supplier that has not complied with the WGE Act.
3. If the SRSS Provider is a 'relevant employer' for the purposes of the WGE Act:
 - 3.1 if the SRSS Provider becomes non-compliant with the WGE Act during the Term of this Contract, the SRSS Provider must Notify the Department; and

- 3.2 if the Term of this exceeds 18 months, the SRSS Provider must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the Department.
4. Compliance with the WGE Act does not relieve the SRSS Provider from its responsibility to comply with its other obligations under the Contract.
5. The SRSS Provider must comply with such other Commonwealth, State or Territory Laws relevant to anti-discrimination as may be relevant to the Contract, including but not limited to:
 - 5.1 the *Disability Discrimination Act 1992* (Cth);
 - 5.2 the *Racial Discrimination Act 1975* (Cth);
 - 5.3 the *Sex Discrimination Act 1984* (Cth); and
 - 5.4 the *Age Discrimination Act 2004* (Cth).

APS Values

6. The SRSS Provider must ensure that all of its Personnel engaged in providing the Services comply with the APS Values and Code of Conduct while at the Department premises and while liaising with the Department Personnel or members of the public in connection with the provision of the Services. In this paragraph 6 and 7 'APS Values' and 'Code of Conduct' have the same meaning as they have in the *Public Service Act 1999* (Cth).
7. The SRSS Provider must provide all reasonable assistance to the Department with any investigation of a report of a breach of the APS Code of Conduct.

Australian Packaging Covenant

8. Not Applicable.

Freedom of Information

9. If an application is made to the Department under the *Freedom of Information Act 1982* (Cth) for access to documents concerning the SRSS Provider, the Department:
 - 9.1 may, before making a decision, consult with the SRSS Provider, without prejudice to any decision to release the information; and
 - 9.2 must determine the application in accordance with the requirements of the *Freedom of Information Act 1982* (Cth).

Fraud

10. The SRSS Provider must comply with the Commonwealth Fraud Control Guidelines, as amended from time to time at:
<http://www.ag.gov.au/CrimeAndCorruption/FraudControl/Pages/CommonwealthFraudControlGuidelines.aspx>.
11. The SRSS Provider must Notify the Department immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to this Contract (including by the SRSS Provider, its Personnel, Subcontractors and suppliers).

Illegal Workers

12. The SRSS Provider must not engage Illegal Workers in any capacity to carry out any work under or in connection with this Contract and must Notify the Department immediately it becomes aware of the involvement of an Illegal Worker in such work.
13. The SRSS Provider must remove, or cause to be removed, any Illegal Worker from any involvement in performing its Obligations under this Contract (including if engaged by a Subcontractor) and arrange for their replacement at no cost to the Department and immediately upon becoming aware of the involvement of the Illegal Worker.
14. If requested in writing by the Department, the SRSS Provider must provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its Obligations in respect of Illegal Workers.
15. The SRSS Provider must ensure that any Subcontractors include provisions equivalent to clauses 12 to 14 above.

Indigenous Opportunities Policy

16. Clauses 16 to 21 apply to the SRSS Provider only if the Commonwealth's Indigenous Opportunities Policy applies to the Contract.
17. The SRSS Provider must:
 - 17.1 maintain and implement a current Indigenous Training, Employment and Supplier Plan (**ITES Plan**) throughout the Term of the Contract; and
 - 17.2 submit to the Department of Employment an annual Implementation and Outcomes Report in accordance with the requirements stipulated in the Indigenous Opportunities Policy Guidelines (available at <http://employment.gov.au/background-indigenous-opportunities-policy>).
18. The SRSS Provider's implementation of the ITES Plan in no way diminishes the SRSS Provider's other Obligations under this Contract.
19. The SRSS Provider consents to the Department or any other Commonwealth Agency:
 - 19.1 publicising or reporting on the SRSS Provider's performance in relation to the ITES Plan and level of compliance with the ITES Plan; and
 - 19.2 publicising or reporting on any information contained in the ITES Plan or the Implementation and Outcomes Report required to be submitted in accordance with the IOP and this Contract.
20. Without limiting the Department's rights, the Department may withhold or suspend any payment in whole or part, if the SRSS Provider has not performed its Obligations under this Contract related to maintaining a current ITES Plan and to reporting to the satisfaction of the Commonwealth.
21. The terms 'significant Indigenous populations', 'Implementation and Outcomes Report' and 'Indigenous Training, Employment and Supplier Plan' have the same meaning as they have in the Indigenous Opportunities Policy Guidelines (available at <http://employment.gov.au/background-indigenous-opportunities-policy>).

22. Without limiting clauses 16 to 21, the SRSS Provider must use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications, experience and expertise.

Work Health And Safety

23. In clause 24 to 26 below:

Act means the *Work Health and Safety Act 2011* (Cth).

Person Conducting a Business or Undertaking (PCBU) as defined by the Act means a person conducting a business or undertaking:

- (a) whether the person conducts the business or undertaking alone or with others; and
 - (b) whether or not the business or undertaking is conducted for profit or gain.
24. The SRSS Provider must ensure that the Services are provided in a manner that does not pose any avoidable health or safety risk to the SRSS Provider's Personnel, to the Department's Personnel or to any other person.
25. Without limiting in any way the work health and safety Obligations that the SRSS Provider has under this Contract, including those that apply due to the operation of Commonwealth and State or Territory Laws, the SRSS Provider must:
- 25.1 ensure that a PCBU meets the primary duty of care requirements of section 19 of the Act or corresponding State or Territory legislation;
 - 25.2 ensure the regulator is notified immediately after a notifiable incident has occurred in accordance with section 38 of the Act or corresponding State or Territory legislation; and
 - 25.3 Notify the Department of:
 - (a) any work related injury that causes death or serious personal injury;
 - (b) any notifiable incident as defined at sections 35, 36 and 37 of the Act, or corresponding State or Territory legislation; and
 - (c) each occasion it reports to, or notifies, a regulatory authority of a notifiable incident authority under the Act, or the relevant work health and safety legislation in that jurisdiction

within one Business Day after the incident has occurred or within two hours if the injury causes death.
26. At the Department's request, the SRSS Provider must provide reasonable assistance to the Department or Comcare (including giving the Department, Comcare and their agents access to the SRSS Provider's premises, files, information technology systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the provision of the Services.

Multicultural Access and Equity Policy

27. The SRSS Provider acknowledges that the Commonwealth's Multicultural Access and Equity Policy applies to the provision of the Services under this Contract and the SRSS Provider must comply with this policy including:
 - 27.1 providing the Services in a manner that is sensitive to a culturally and linguistically diverse population consistent with the Multicultural Access and Equity Policy;
 - 27.2 monitoring and reporting on its compliance with the Multicultural Access and Equity Policy;
 - 27.3 collecting data on recruited, as relevant, culturally diverse employees, volunteers, grantees and contractors; and
 - 27.4 ensuring that it has in place a complaint mechanism that enables people from culturally and linguistically diverse backgrounds to raise concerns about the Services provided.
28. Data collection on the Services must be consistent with Standards for Statistics on Cultural and Language Diversity reviewing and improving Services (see ABS cat. No. 1289.0 at <http://www.abs.gov.au>).

Public Interest Disclosure

29. The SRSS Provider must ensure that it complies with its obligations under the *Public Interest Disclosure Act 2013* (Cth).
30. In particular, without limiting clause 29, the SRSS Provider must ensure that its Personnel are aware that they can make a public interest disclosure, within the meaning of the *Public Interest Disclosure Act 2013*, to one of the Department's authorised officers.

Compliance with Applicable Laws

31. The SRSS Provider must, in carrying out the Services, comply with all relevant legislation of the Commonwealth or State or Territory or local authority as it is applicable to the provision of the Services, including, but not limited to:
 - 31.1 *Crimes Act 1914* (Cth);
 - 31.2 *Criminal Code Act 1995* (Cth);
 - 31.3 *Racial Discrimination Act 1975* (Cth);
 - 31.4 *Sex Discrimination Act 1984* (Cth);
 - 31.5 *Disability Discrimination Act 1992* (Cth);
 - 31.6 *Workplace Gender Equality Act 2012* (Cth);
 - 31.7 *Fair Work Act 2009* (Cth);
 - 31.8 *Freedom of Information Act 1982* (Cth);

- 31.9 *Privacy Act 1988* (Cth);
- 31.10 *Archives Act 1983* (Cth);
- 31.11 *Work Health and Safety Act 2011* (Cth);
- 31.12 *Safety, Rehabilitation and Compensation Act 1988* (Cth);
- 31.13 *Competition and Consumer Act 2010* (Cth);
- 31.14 *Auditor-General Act 1997* (Cth);c
- 31.15 *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
- 31.16 *Public Governance, Performance and Accountability Act 2013* (Cth);
- 31.17 *Public Service Act 1999* (Cth);
- 31.18 *Immigration (Guardianship of Children) Act 1946* (Cth);
- 31.19 *Christmas Island Act 1958* (Cth);
- 31.20 *Ombudsman Act 1976* (Cth);
- 31.21 *Copyright Act 1968* (Cth);
- 31.22 *Australian Human Rights Commission Act 1986* (Cth);
- 31.23 legislation of the Commonwealth or State or Territory or local authority as it is applicable to residential tenancies and boarding houses;
- 31.24 any applicable requirements for licenses / permits for the exercise of a profession or trade necessary to perform the Services; and
- 31.25 relevant criminal and child protection legislation, including as set out in Table 1 below:

Table 1		
Jurisdiction	Legislation	Type of program
ACT	<i>Children and Young People Act 2008</i> (ACT)	This legislation sets out the requirements for the wellbeing, care and protection of young people, taking into account the responsibilities of the community and the whole of government for them.
	<i>Working with Vulnerable People (Background Checking)</i>	The legislation imposes a background checking and registration requirement for people who work with vulnerable people (including children), and for other

	<i>Act 2011 (ACT)</i>	purposes.
NSW	<i>Child Protection (Working with Children) Act 2012 (NSW)</i>	Individuals are required to apply for a Working With Children Check. The Working with Children Check is for people who work directly with children, that is, have face-to-face or physical contact with children in areas of work specified as child-related work, or work in a designated role as stated in the legislation.
NT	<i>Care and Protection of Children Act 2007 (NT)</i>	Individuals are required to apply for a Working With Children Check, known as a "Clearance Notice" in the Northern Territory. A Clearance Notice is valid for two years, and applies to employers and volunteers in child-related employment settings.
QLD	<i>Commission for Children and Young People and Child Guardian Act 2000 (Qld)</i>	Individuals are required to apply for a Working With Children Check, known as a "Blue Card" in Queensland. Valid for two years, Blue Cards entitle individuals to engage in child-related occupations/volunteering.
SA	<i>Children's Protection Act 1993 (SA)</i>	The South Australian system is an employer driven "point-in-time" system requiring employers and responsible authorities to obtain criminal history checks for those engaging in child-related occupations/volunteering.
TAS	<i>Education and Care Services National Law (Application) Act 2011 (Tas)</i>	Good Character Check screening program came into force 1 January 2012, individual employers may also require police checks at their discretion.

VIC	<i>Working With Children Act 2005</i> (Vic)	Individuals are required to apply for a Working With Children Check. Valid for five years, the Check entitles individuals to engage in child-related occupations/volunteering.
WA	<i>Working with Children (Criminal Record Checking) Act 2004</i> (WA)	Individuals are required to apply for a Working With Children Check. Valid for three years, the Check entitles individuals to engage in child-related occupations/volunteering.

International Treaties, Charters, Covenants and Agreements

32. The SRSS Provider must, in carrying out the Services, comply with all relevant international treaties, charters, covenants and agreements as they are applicable to the provision of the Services, including, but not limited to:
- 32.1 International Covenant on Civil and Political Rights;
 - 32.2 Convention Relating to the Status of Refugees;
 - 32.3 Convention on the Rights of the Child;
 - 32.4 Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment;
 - 32.5 International Convention on the Elimination of all Forms of Racial Discrimination;
 - 32.6 Convention on the Elimination of All Forms of Discrimination against Women;
 - 32.7 Convention on the Rights of Persons with Disabilities; and
 - 32.8 Universal Declaration of Human Rights.

Departmental Specific Policies

33. The SRSS Provider must comply with the following Department policies, guidelines and operational requirements as they exist and as are Notified to the SRSS Provider by the Department from time to time during the Term of the Contract (including any amendments), including:
- 33.1 Guardianship Policy and Principles;
 - 33.2 Custodian Guidelines;
 - 33.3 the Status Resolution Support Service (SRSS) Operational Procedures Manual;

- 33.4 SRSS Recipient Feedback Policy;
- 33.5 SRSS Recipient Service Charter;
- 33.6 Data Security Management Framework;
- 33.7 Fraud Control Framework;
- 33.8 Risk Management Framework;
- 33.9 The SRSS Policy Advice Manual; and
- 33.10 other policies, principles, procedures and templates for the SRSS Programme Notified to the SRSS Provider.

General Australian Government Policies

34. Without limiting any other Obligation in the Contract, the SRSS Provider must, in carrying out the Services, comply with the following Australian Government policies listed in Table 2 as they are applicable to the provision of the Services:

Table 2	
Government Policy	Publishing Agency
Australian Public Service Code of Conduct	Australian Public Service Commission
Australian Government Protective Security Policy Framework	Attorney-General's Department
Commonwealth Disability Strategy	Department of Social Services
Commonwealth Procurement Rules	Department of Finance and Deregulation
Commonwealth Fraud Control Guidelines	Attorney-General's Department
Human Rights for Immigration Detention	Australian Human Rights Commission

ATTACHMENT H (PERFORMANCE GUARANTEE)

Not Used.

Released by DIBP under the
Freedom of Information Act 1982

ATTACHMENT I (FINANCIAL UNDERTAKING)

By: *[insert Banker's details]*

To: Name of *[the Commonwealth of Australia as represented by the Department of Immigration and Border Protection]* ABN *[33 380 054 835]*

At the request of *[insert SRSS Provider's name and ABN]* (the Applicant) and in consideration of the Commonwealth of Australia acting through and represented by the Department of Immigration and Border Protection (the Favouree) accepting this Undertaking in connection with the Contract or agreement entered into between the Favouree and the Applicant in relation to *[insert Contract reference]*, *[insert name of Bank]* undertakes to pay on demand any sum or sums which may from time to time be demanded by the Favouree up to a maximum aggregate sum of \$*[insert amount in figures]* (*[insert amount in words]*) only in Australian Currency (the Sum).

[insert name of Bank] liability under this undertaking ceases on the first to occur of:

- (a) *[insert name of Bank]* receipt of written notification from the Favouree that the Sum is no longer required by the Favouree; or
- (b) return of this undertaking to *[insert name of Bank]* by the Favouree; or
- (c) payment to the Favouree by *[insert name of Bank]* of the whole of the Sum or any part the Favouree may require.

Demands must be in writing; signed by or for and on behalf of the Favouree; and may be made for the whole or any part or parts of the Sum (and if only for a part, then further demands may be made for the balance).

[insert name of Bank] agrees that payment or payments due to the Favouree will be made forthwith and notwithstanding any notice given by the Applicant to *[insert name of Bank]* not to pay. Payment will be made by cheque payable to the Favouree or to a bank account in the name of the Favouree.

[insert name of Bank] may at any time without being required to do so pay to the Favouree the Sum less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Favouree. If *[insert name of Bank]* makes that payment then its liability under this undertaking ceases.

The Favouree may not assign its rights under this undertaking without the prior written consent of *[insert name of Bank]*. If *[insert name of Bank]* consents to the assignment of this undertaking then, unless the context requires otherwise, the word "Favouree" includes each assignee.

Dated *[insert document production date]*

Signed as a Deed Poll for *[insert name of Bank]* by:

(sign here)

Title:

Name:

ATTACHMENT J (SUBCONTRACTOR NOVATION DEED)

This will be developed as required between the Parties.

ATTACHMENT K (CONFIDENTIALITY DEED)

THIS DEED CONFIDENTIALITY is made on the day of 20 .

BETWEEN

COMMONWEALTH OF AUSTRALIA acting through and represented by the Department of Immigration and Border Protection (ABN 33 380 054 835) (**Department** or **DIBP**),

AND

[insert name and address of the person entering into the Confidentiality Deed] (the **Recipient**).

- A. The SRSS Provider and the Department are parties to a Contract dated *[insert date]* (**Contract**).
- B. The Recipient may be used by the SRSS Provider in connection with the provision of Services under the Contract. In the course of providing Services under the Contract, the Recipient may become aware of information pertaining to, or in connection with, the Contract which is Confidential Information or Personal Information.

1 Definitions

Approved Person means a person who is:

- (a) Departmental Personnel; or
- (b) any other person nominated or approved by the Department.

Confidential Information is information that:

- (a) is by its nature confidential;
- (b) is designated by the Department as confidential;
- (c) the Recipient knows or ought to know is confidential including:
 - (i) information comprised in or relating to any of the Department's Intellectual Property;
 - (ii) information relating to the policies, strategies, practices and procedures of the Department and any information in the SRSS Provider's or Recipient's possession relating to the Department; or
 - (iii) security classified information; or
- (d) is the Department's material and data,

but does not include information which:

- (e) is or becomes public knowledge other than by a breach by the SRSS Provider or the Recipient of any confidentiality obligation; or
- (f) has been independently developed or acquired by the SRSS Provider or the Recipient as established by written evidence.

Services means the Services required to be provided under the Contract.

SRSS Provider means the entity engaged by the Department to provide the Services under the Contract.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time.

Loss/Losses means all losses, liabilities, damages, fines, costs and expenses (including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

Personal Information means information or an opinion:

- (a) about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion;
- (b) whether true or not, and whether recorded in material form or not; and
- (c) of which the Recipient becomes aware because of their involvement in the provision of the Services.

2 Authorised representative

- 2.1 The Recipient warrants that the signatory to this Deed is an authorised representative of the Recipient and is authorised to bind the Recipient.

3 Protection of Personal Information and Confidential Information

- 3.1 The Recipient agrees to keep secret and confidential all Personal Information and Confidential Information and will not directly or indirectly disclose to any person, other than an Approved Person, any Personal Information or Confidential Information. The Recipient agrees not to make any use of information contained in the Personal Information or Confidential Information except as it relates to provision of the Services.
- 3.2 The Recipient understands and acknowledges that any unauthorised use or disclosure of Personal Information or Confidential Information may make them liable for prosecution under the laws of the Commonwealth.
- 3.3 The Recipient agrees to immediately notify the Department if it becomes aware that any of the Personal Information or the Confidential Information:
 - (a) has been used, copied or disclosed in breach of this Deed; or
 - (b) is required to be disclosed by law.
- 3.4 The Recipient acknowledges that improper use or disclosure of any Personal Information or Confidential Information provided to or accessed by the Recipient pursuant to or in connection with the provision of the Services may be detrimental to the Department in the performance of their functions and may cause harm to any third parties with an interest in the Personal Information or Confidential Information.

4 Indemnity

- 4.1 The Recipient agrees to indemnify and hold harmless the Department in respect of all costs, (including legal costs and expenses on a solicitor/own client basis) liability, Losses and claims reasonably incurred by the Department as a result of a breach of this Deed.

5 Retrospectivity

- 5.1 This Deed has retrospective effect and covers all information disclosed to the Recipient by or on behalf of the Department or the SRSS Provider, whether before or after the date of this Deed.

Executed as a deed for and on behalf of the
Commonwealth of Australia as represented by
 the **Department of Immigration and Border
 Protection** by its duly authorised delegate:

In the presence of:

.....
Signature of delegate (print)

.....
Signature of witness

.....
Name of delegate (print)

.....
Name of witness

.....
Date

.....
Date

Executed as a deed by the Recipient:

In the presence of:

.....
Signature of Recipient

.....
Signature of witness

.....
Name of Recipient (print)

.....
Name of witness (print)

.....
Date

.....
Date

ATTACHMENT L (GLOSSARY)

In this Contract, unless the contrary intention appears, the following definitions apply:

TERM	DEFINITION
Accommodation Suitability Assessment	means an assessment of an SRSS Recipient's proposed accommodation and Community Link, performed by the SRSS Provider in accordance with the Schedule of Services and the SRSS Operational Procedures Manual. It is conducted to ensure that the proposed accommodation is liveable and that the Community Link is willing and able to provide suitable accommodation to the SRSS Recipient.
Accompanied Minors	means Minors who are under the care of a Parent, legal guardian or an adult relative who has carer/supervisory responsibility for the minor, as determined by the Department.
Alternative Places of Detention (APODs)	means places approved in writing by the Minister, or his/her delegate, where a person may be kept in Immigration Detention other than at an Immigration Detention Centre. Alternative Places of Detention include, but are not limited to, Immigration Residential Housing, Immigration Transit Accommodation, hospitals, nursing homes, mental health facilities, hotels and motels.
APS Values	means the Australian Public Service Values, available at www.apsc.gov.au .
Asset	means any item of tangible or intangible property, leased, created, or otherwise brought into existence either wholly or in part in providing the Services, and performing the SRSS Provider's Obligations under the Contract, but does not include perishable items such as food or consumables (including medicines).

TERM	DEFINITION
Assets and Property Register	means the register described as such in the Schedule of Services.
Assisted Voluntary Return (AVR) or Assisted Voluntary Return Programme	means the programme operated by the Department which facilitates and supports unlawful non-citizens who elect to voluntarily return to their country of origin. The programme is run in partnership with a voluntary return service provider.
Auxiliary Material	means Material (other than Contract Material) which is made available by a Party for the purposes of the Contract on or following the Commencement Date, including any Commonwealth Material, Existing SRSS Provider Material, Third Party Material, and other Material specified as Auxiliary Material in Attachment E (Material) of the Contract.
Baby Package	means the additional package of goods provided to families with babies. It is a component of Basic Household Goods designed specifically to meet the needs of families with new or young children. Details of pre-approved expenditure and items are contained in the SRSS Operational Procedures Manual.
Band	means one of the six categories of SRSS Recipient groups determined by the Department which determine the SRSS Recipient's eligibility for Services.
Band 6 Application	is an application from a person residing in the community to be considered for Band 6 support through the SRSS Programme.

TERM	DEFINITION
Basic Household Goods (BHG)	means the household items that the SRSS Provider must provide to Band 2 and 3 Recipients. Basic Household Goods must be installed in Provided Accommodation prior to the arrival of the SRSS Recipient's at their accommodation, in accordance with the Schedule of Services and the SRSS Operational Procedures Manual.
Basic Starter Package	means the basic food and cleaning products that the SRSS Provider must provide to Band 3 and eligible Band 4 SRSS Recipients who have exited Held Detention immediately on arrival in Provided Accommodation in accordance with the Schedule of Services and the SRSS Operational Procedures Manual.
Bridging Visa	means the form of Visa issued by the Department, and has the same meaning as in the <i>Migration Act 1958</i> (Cth). Without limiting the definition of Bridging Visa under this Contract, Bridging Visas are granted by the Minister or the Department to asylum seekers to allow them to lawfully exit Immigration Detention and live in the community.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory or the Contract Region in which the Services are being supplied.
Carer	means an employee or other Personnel of the SRSS Provider who gives substantial, continuing and direct assistance to Minors. Community Links and other family can also be Carers.
Case	a Case is either a single SRSS Recipient or family group as identified by the Department.

TERM	DEFINITION
Case Coordination	means integrated support to help SRSS Recipients while in the SRSS Programme, including support to connect SRSS Recipients to appropriate services. It is delivered on a needs basis.
Case Manager	means an officer of the Department who engages with SRSS Recipients to overcome barriers to resolving their immigration status.
Case Plan	means a detailed report which outlines a strategy to support a Case – an SRSS Recipient or family group.
Case Plan Review	means a basic review of a Case Plan in accordance with the Schedule of Services and it is to be conducted every time a Case Worker contacts an SRSS Recipient to ensure the Case Plan is accurate and appropriate.
Case Plan Update	means an updated Case Plan (which includes substantive changes from the approved Case Plan), submitted to the Department in accordance with the Schedule of Services and the SRSS Operational Procedures Manual. It requires departmental approval for SRSS Recipients in Bands 2 – 5.
Case Worker	means a person who is employed by the SRSS Provider to provide case coordination Services to SRSS Recipients as detailed in the Schedule of Services and the SRSS Operational Procedures Manual.
Code of Behaviour	is an expression of expectations about how certain subclass 050 bridging (general) Visa holders must behave while in Australia. Certain persons must sign the Code of Behaviour before the Visa is granted.
Code of Conduct	means the Australian Public Service Code of Conduct, available at www.apsc.gov.au .

TERM	DEFINITION
Commencement Date	means the date that the Contract has been signed by both Parties, as specified in Item 4 of the Contract Details.
Commonwealth	the Commonwealth Government of Australia.
Commonwealth Agency	<p>means:</p> <ul style="list-style-type: none"> (a) a Commonwealth agency as defined in the <i>Financial Management and Accountability Act 1997</i> (Cth); (b) a Commonwealth authority as defined in the <i>Commonwealth Authorities and Companies Act 1997</i> (Cth); (c) a Commonwealth company as defined in the <i>Commonwealth Authorities and Companies Act 1997</i> (Cth); or (d) a Commonwealth entity as defined in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Commonwealth Assets	means assets owned by the Commonwealth, including those in possession of the SRSS Provider.
Commonwealth Contract	<p>has the same meaning as in the <i>Freedom of Information Act 1982</i> (Cth) and means a contractual arrangement which has all of the following elements:</p> <ul style="list-style-type: none"> (a) the Commonwealth or a Commonwealth Agency is, or was, a party to the contract; (b) under the contract, services are, or were, to be provided: <ul style="list-style-type: none"> (i) by another party; (ii) for or on behalf of an agency; and (iii) to a person who is not the Commonwealth or a Commonwealth Agency (that is, to the public).
Commonwealth Material	means any Material provided by the Commonwealth to the SRSS Provider for the purposes of the Contract (including any Material specified as Commonwealth Material in

TERM	DEFINITION
	Attachment E (Material) of the Contract) or which is copied or derived from that Material.
Commonwealth Procurement Rules (CPRs)	means the Commonwealth Procurement Rules issued by the Department of Finance or such replacements rules as issued by the Commonwealth.
Community Link	means a person in the Australian community who is a family member or close friend of an SRSS Recipient who is willing to offer support such as accommodation to that SRSS Recipient.
Community Link Check	means a basic enquiry made to a Community Link to ascertain the suitability of a proposed property and Community Link for SRSS Recipients in Band 4. This is a simpler Service than an Accommodation Suitability Assessment.
Compliance, Case Management, Detention and Settlement (CCMDS) Portal	means a departmental information technology system used to manage SRSS Recipients and others engaged with the Department.
Confidential Information	<p>in relation to a Party, means information that is:</p> <ul style="list-style-type: none"> (a) in the case of the Commonwealth's Confidential Information, by its nature capable of being protected in law or equity as confidential; (b) designated by a Party as confidential in Attachment C (Confidential Information) of the Contract; or (c) in the case of the Commonwealth's Confidential Information, information which the Commonwealth designates as confidential or the SRSS Provider knows or ought to know is confidential; <p>but does not include information:</p> <ul style="list-style-type: none"> (d) which is or becomes public knowledge other than

TERM	DEFINITION
	<p>by breach of the Contract or any other confidentiality obligation; or</p> <p>(e) that has been independently developed or acquired without reference to the other Party's Confidential Information.</p>
Contract	means the agreement the Department has entered into with the SRSS Provider, under which the SRSS Provider will provide the Services and includes all the Attachments, any annexures or schedules, and any document expressly incorporated.
Contract Charges	means the amounts payable by the Department to the SRSS Provider as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses) of the Contract.
Contract Details	means the details applying to the Contract as set out in Part 1 of the Contract.
Contract Material	<p>means all Material:</p> <ul style="list-style-type: none"> (a) created by or on behalf of the SRSS Provider for the purposes of the Contract, including any Material specified as Contract Material in the Schedule of Services ; (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or (c) copied or derived from Material referred to in paragraphs (a) or (b), and <p>includes any modifications to that Material made in accordance with the Contract.</p>
Contract Rebates	means any amount or amounts by which the Contract Charges may be reduced as a result of a failure to meet the Performance Measures, as set out in, or calculated in

TERM	DEFINITION
	accordance with the Schedule of Services.
Contract Region	is the area in which the SRSS Provider must perform the Services, as specified in the Contract Details.
Contract Terms and Conditions	means the terms and conditions in Part 2 of the Contract.
Contract Transition In	means the process and Services relating to the SRSS Provider's transition into the provision of the Services, the details of which are provided in the Contract Transition In Plan. This should not be confused with SRSS Recipient Transition In.
Contract Transition In Period	is the period in which the SRSS Provider must prepare to be ready to fully perform the Services in accordance with the Contract by the Effective Date.
Contract Transition In Plan	means the plan described as such in the Schedule of Services.
Contract Transition Out	means the process of preparing for handover of the Services from the SRSS Provider to the Department or any new provider contracted by the Department to perform the Services or any part of the Services or similar services, the details of which are provided in the Contract Transition Out plan.
Contract Transition Out Period	means the period of time in which the SRSS Provider works with the Department or any new provider contracted by the Department to transition out of the Contract.
Contract Transition Out Plan	means the plan described as such in the Schedule of Services.

TERM	DEFINITION
Core Service Delivery Requirements	means the Services described as such in the Schedule of Services, and includes: (a) accommodation Services; and (b) Case Coordination Services.
Corporate Overhead Fee	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
Critical Incident	means an Incident determined to be critical by the Department, as outlined in the relevant departmental Incident reporting protocol.
Custodian and Custodianship	have the same meanings as set out in <i>Immigration (Guardianship of Children) Act 1946</i> (Cth). A Custodian is appointed to manage the day to day care of an IGOC Minor. Refer to the SRSS Operational Procedures Manual for further details.
Deduction	means a deduction from an SRSS Recipient's Living Allowance made by the Department of Human Services.
Deliverables	means the Goods, the Contract Material, the Documentation and any other item to be supplied by the SRSS Provider to the Department (or SRSS Recipients, if applicable) under the Contract.
Department	means the Commonwealth of Australia as represented by the Department of Immigration and Border Protection (DIBP) or any department, agency or authority of the Commonwealth which is responsible from time to time for administering the Contract.

TERM	DEFINITION
Detention Health Service Provider (DHSP)	means the contracted provider of all health and medical services to people in Immigration Detention, both Held Detention and in the community under Residence Determination arrangements.
Detention Service Provider (DSP)	means an organisation contracted by the Department to provide services at Immigration Detention Facilities.
Direct Recipient Costs	means the reimbursable costs associated with providing Services to SRSS Recipients. Costs will only be reimbursed if they have been preapproved by the Department in writing.
Documentation	means any documentation to be provided by the SRSS Provider under the Contract, including any Material specified as Documentation in Attachment A (Statement of Requirement).
Duty of Care	without limiting the definition of duty of care under Law, means the legal Obligation which is imposed on an individual or entity requiring that they or it adhere to a standard of reasonable care.
Effective Date	means the date that the Department Notifies the SRSS Provider that the requirements of the Contract Transition In Plan (and any other requirements required to be met before the Effective Date as specified as such in the Contract or Schedule of Services) have been met.
Emergency Accommodation	Provided Accommodation for eligible SRSS Recipients in Band 5. Emergency Accommodation is available for up to two weeks and it requires departmental approval. Extensions are available in exceptional circumstances only.
English as a Second Language (ESL) training	means a programme which provides English language tuition to people from non-English speaking backgrounds.

TERM	DEFINITION
Escalation	means tasks / activities that are raised by an SRSS Provider or a departmental officer that are for the purposes of escalating specific events to the Department for further action e.g. identity issues, Assisted Voluntary Return request, changes to family composition, etc).
Essential Registrations	means assistance provided by the SRSS Provider to register for services, such as Medicare, consistent with the Schedule of Services.
Excusable Event	has the meaning given to that term in clause 47 of the Contract.
Existing SRSS Provider Material	means the Material, including any specified as Existing SRSS Provider Material in Attachment E (Material), that the SRSS Provider has developed before the Commencement Date which will or may be used in the provision of the Services or the development of Contract Material or other Deliverables.
Exit Checklist	means a checklist to be completed by the SRSS Provider, with the SRSS Recipient, when an SRSS Recipient is exiting Band 2 or 3 Provided Accommodation. It must provide assurance that the SRSS Recipient has met their responsibilities prior to exiting and they have exited in accordance with the timeframes stipulated in the Schedule of Services.
Expenses	means any expenses payable by the Department to the SRSS Provider as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
Extra Services	means services in addition to the Services which may be requested by the Department in accordance with clause 16 of the Contract but does not include any activities, tasks, responsibilities or other Obligations set out in the Schedule of Services or SRSS Operational Procedures Manual, including those the Department may request periodically or

TERM	DEFINITION
	in exceptional circumstances. Extra Services do not include Additional Services referred to in the CCMDs Portal which will be used by the SRSS Provider to communicate with the Department.
Financial Hardship Assistance	means assistance provided to eligible SRSS Recipients in an immediate financial crisis situation in accordance with the SRSS Operational Procedures Manual.
Financial Undertaking	means any financial undertaking required to be given by the SRSS Provider in accordance with the Contract.
Fraud Control Plan	means the document which outlines the SRSS Provider's strategy to manage fraud, which the SRSS Provider is required to develop and implement in accordance with the Schedule of Services.
Goods	means any Goods required to be provided by the SRSS Provider to either the Department or an SRSS Recipient.
Global Feedback Unit	means the area of the Department which is responsible for SRSS Recipient feedback, compliments and complaints.
Held Detention	is where a person is physically held in an IDF.
Humanitarian Settlement Services (HSS)	means the programme which provides support to eligible people with permanent Visas to help them settle into the community. HSS is out of scope of the SRSS.
IGOC Act	means the <i>Immigration (Guardianship of Children) Act 1946</i> (Cth).
Illegal Worker	<p>means a non-citizen who:</p> <ul style="list-style-type: none"> (a) does not hold a valid visa and who performs work in Australia; or (b) holds a valid visa and who performs work in Australia in breach of a visa condition that: <ul style="list-style-type: none"> (i) prohibits him or her from working in Australia; or (ii) restricts the work that he or she may perform in Australia. <p>Work means any work, whether for reward or otherwise.</p>

TERM	DEFINITION
Immigration Detention	has the same meaning that it has in the <i>Migration Act 1958</i> (Cth).
Immigration Detention Centres (IDC)	means a centre or facility designated as such by the Department in which people are held in Immigration Detention.
Immigration Detention Facilities (IDF)	comprise Immigration Detention Centres (IDC), Immigration Residential Housing (IRH) , Immigration Transit Accommodation (ITA) and Alternative Places of Detention.
Immigration Residential Housing (IRH)	means a form of Alternative Place of Detention.
Immigration Transit Accommodation (ITA)	means a form of Alternative Place of Detention.
Implementation and Outcomes Report	means the annual Implementation and Outcomes Report required to be provided in accordance with the requirements stipulated in the Indigenous Opportunities Policy Guidelines.
Implementation Fee	means a fee paid to the SRSS Provider on completion of Contract Transition In (the Effective Date) following the receipt of a correctly rendered Tax Invoice and subject to Attachment B.
Incident	includes any Critical Incident, Major Incident, Minor Incident and any Notifiable Incident.
Independent Accommodation	means accommodation funded and maintained by the SRSS Recipient.
Independent Observer	means the SRSS Provider Personnel who provide Independent Observer Services.

TERM	DEFINITION
Independent Observer Services	means the Services described as such in the Schedule of Services designed to support the wellbeing of eligible SRSS Recipients (Unaccompanied Minors and other SRSS Recipients as determined by the Department) while they undergo formal interviews.
Individual Management Plan	means a Case Plan managed by the Detention Service Provider.
Initial Payment	means the initial allowance an SRSS Provider provides to an SRSS Recipient in Bands 2 - 4 on exit from a Detention Facility.
Initial Term	means the initial period of time for which the Contract is intended to continue, as specified in Item 5 of the Contract Details.
Insolvency Event	<p>in respect of a Party, means the occurrence of:</p> <ul style="list-style-type: none"> (a) a meeting of that Party's creditors being held or called; (b) the appointment of a liquidator, provisional liquidator or administrator to that Party; (c) the appointment of a controller (as defined in section 9 of the <i>Corporations Act 2001</i> (Cth)) or analogous person appointed to that Party or any of its property; (d) that Party failing to comply, under paragraph 459F(1) of the <i>Corporations Act 2001</i> (Cth), with a statutory demand; (e) that Party being unable to pay its debts as they fall due or otherwise becoming insolvent; (f) that Party ceasing to exist, for whatever reason, or otherwise becoming incapable of managing its own affairs for any reason; (g) that Party taking any step that could result in that Party becoming insolvent under administration (as defined in section 9 of the <i>Corporations Act 2001</i>

TERM	DEFINITION
	<p>(Cth));</p> <p>(h) any action being commenced to bankrupt or wind-up the affairs of that Party; or</p> <p>(i) that Party entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.</p>
Intellectual Property or Intellectual Property Rights (IPR)	<p>means all intellectual property rights, including but not limited to the following rights:</p> <p>(a) patents, copyright, rights in circuit layouts, registered designs, trademarks (including goodwill in those marks), know how, trade secrets, domain names and any right to have confidential information kept confidential;</p> <p>(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</p> <p>(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered.</p>
Indigenous Training, Employment and Supplier Plan (ITES Plan)	<p>means the plan of that name required to be maintained and implemented in accordance with the Indigenous Opportunities Policy.</p>
ICT Security Instructions	<p>means the Department's ICT security instructions.</p>
Law	<p>means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time.</p>
Lead Member	<p>means the entity responsible as the SRSS Provider's agent and general representative as referred to and appointed in</p>

TERM	DEFINITION
	accordance with clause 26 of the Contract.
Liability	means any liability (whether actual, contingent or prospective), including for any Loss, irrespective of when the acts, events, circumstances or things giving rise to the liability occurred or existed.
Living Allowance	means the financial assistance provided to an SRSS Recipient by the Commonwealth to assist that SRSS Recipient to meet their day to day cost of living.
Loss	<p>means:</p> <ul style="list-style-type: none"> (a) all losses, liabilities, damages, fines, costs, interest, fees and expenses, including: <ul style="list-style-type: none"> (i) legal costs and expenses on a solicitor/own client basis, disbursements, costs of investigation, litigation, settlement, judgment interest and penalties; (ii) the value of internal management and staff time assessed according to overhead costs with no profit margin, even if the affected Personnel would not have been engaged in profitable work; (iii) the cost of taking reasonable, preventative, protective remedial or mitigatory action; and (iv) the cost of obtaining any replacement products or services to rectify, remedy or mitigate the damage caused by the relevant event; and (b) any amount paid by the Department for any breach of the privacy of an individual, being a reasonable amount as compensation for loss or damage for which the Department would have been liable under the <i>Privacy Act 1988</i> (Cth) if such a breach had been that of the Department.
Major Incident	means an Incident determined to be major by the Department, as outlined in the relevant departmental Incident

TERM	DEFINITION
	reporting protocol.
Material	includes documents, equipment, software, goods, computer file, design, know-how, information and data stored by any means, and the subject matter of any category of Intellectual Property Right.
Minister	means the Minister for Immigration and Border Protection.
Minor	means a person: <ul style="list-style-type: none"> (a) who is under the age of 18; or (b) whom the Department treats as under the age of 18 in the absence of documentary evidence confirming that person's age.
Minor Incident	means an Incident determined to be minor by the Department, as outlined in the relevant departmental Incident reporting protocol.
Mobile Computing Device	includes but is not limited to: <ul style="list-style-type: none"> (a) tablet computers; (b) personal digital assistants (PDA); and (c) smartphones.
Mobile Computing Policy	means the mobile computing policy the SRSS Provider must develop and implement in accordance with the Schedule of Services and SRSS Operational Procedures Manual.
Moral Rights	has the meaning given in the <i>Copyright Act 1968</i> (Cth).
NAATI (National Accreditation Authority for Translators and Interpreters)	means the specified accreditation relating to translators and interpreters.

TERM	DEFINITION
National Police Check	Means, for the purposes of this contract, the police check SRSS Provider Personnel must undergo before performing Services, as described in the Schedule of Services. National Police Checks are also required for Community Links proposed to care for Unaccompanied Minors.
Notice	<p>means a notice, demand, consent, approval or communication issued under the Contract that:</p> <p>(a) is sent in accordance with clause 65 of the Contract; and</p> <p>(b) if the context requires, is sent in accordance with the Schedule of Services and SRSS Operational Procedures Manual.</p> <p>Notify, Notified and Notification have a corresponding meaning.</p> <p>In the CCMDS Portal, Notification refers to tasks that do not require approval from the department. These include the following task types which are implemented in the SRSS solution (Confirmation, Payment Confirmation, Interview, Assessment, Essential Registration, Escalation, Document, Note).</p>
Notifiable Incident	means an incident that is Notifiable to the WHS Regulator under the <i>Work Health and Safety Act 2011</i> (Cth).
Obligation	means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or Liability, present or future.
Official Order	means an official order for Extra Services as set out in clause 16 of the Contract.

TERM	DEFINITION
Orientation Services	means assistance provided to SRSS Recipients to support them understand and be able to navigate the environment they are in (life in the APOD or the Australian community), and their rights and responsibilities in the SRSS Programme.
Other Providers	means any other entity, including contractors, consultants, service providers or other person/s engaged by the Department to assist with the development or implementation of the SRSS Programme or related programmes (including other SRSS providers and other relevant service providers).
Parent	has the same meaning as it has in the IGOC Act.
Party or Parties	means either or both the Department and the SRSS Provider as the context requires.
Performance Measures	means the service standards, key performance indicators or any other measures (if any) of the SRSS Provider's performance under the Contract, as set out or described in the Schedule of Services, the service standards and the key performance indicators.
Personal Information	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
Personnel	means a Party's officers, employees, volunteers, bailees, agents, Subcontractors (but, in the case of the Department's Personnel, not including the SRSS Provider), staff or professional advisers engaged in, or in relation to, the performance or management of the Contract, and includes Specified Personnel.
Policy Advice Manual	means the document that contains the policy settings for the SRSS Programme.

TERM	DEFINITION
Preliminary Assessment	means an initial evaluation performed by the SRSS Provider in accordance with the Schedule of Services to determine whether a person is likely to be eligible for Band 6 Services.
Preliminary Assessment Checklist	means the checklist to determine if the person is likely to be eligible for Band 6 support. The SRSS Provider must use the checklist when performing a Preliminary Assessment of an SRSS Recipient in accordance with the Schedule of Services and the SRSS Operational Procedures Manual.
Proportionate Liability Law	means each of the following: <ul style="list-style-type: none"> (a) the <i>Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001</i> (SA) (b) the <i>Civil Liability Act 2002</i> (NSW) (c) the <i>Civil Liability Act 2003</i> (Qld) (d) the <i>Civil Liability Act 2002</i> (WA) (e) the <i>Wrongs Act 1958</i> (Vic) (f) the <i>Civil Law (Wrongs) Act 2002</i> (ACT) (g) the <i>Civil Liability Act 2002</i> (Tas), and (h) the <i>Proportionate Liability Act 2005</i> (NT).
Protection Visa	is a form of permanent Visa issued to people who met the eligibility criteria to be recognised as refugees.
Protective Security Instructions	means the Department's protective security instructions.
Provided Accommodation	means accommodation which required to be provided by the SRSS Provider in accordance with the Contract. It is paid by the SRSS Provider. Band 2, 3 and 5 Provided Accommodation costs will be reimbursed by the Department in accordance with Attachment B (Contract Charges and Expenses).
Recipient Management Fee	means the fee payable to the SRSS Provider calculated per SRSS Recipient per day for each day the SRSS Provider provides Services to an SRSS Recipient.

TERM	DEFINITION
Rent in Advance Loan	a loan provided to the SRSS Recipient by the SRSS Provider on approval from the Department to assist the SRSS Recipient with rent.
Rental Bond	a security deposit a tenant pays at the start of a tenancy.
Rental Bond Loan	means a loan provided to the SRSS Recipient by the SRSS Provider on approval from the Department to assist with bond.
Request	means a task that requires approval from the Department before goods or services are rendered to the individual.
Request for Tender or RFT	means Request For Tender No. DIAC RFT 11-13 issued by the Department on 31 May 2013.
Residence Determination	means a determination by the Minister under section 197AB of the <i>Migration Act 1958</i> (Cth) that a person can reside at a specified place in the community instead of Held Detention. Sometimes referred to as 'Community Detention'. SRSS Recipients subject to a Residence Determination are free to move about the community but are legally detained.
Social and Community Services (SACS) employee	means persons employed under the Social, Community, Home Care and Disability Services Industry Award 2010 (SACS award) which applies to employers in the crisis assistance and supported housing sector, the social and community services sector, the home care sector and the family day care sectors. (www.fairwork.gov.au)
Schedule of Services	means Attachment A of this Contract which sets out the Services required to be provided by the SRSS Provider in conjunction with the SRSS Operational Procedures Manual.
School Days	means Monday to Friday inclusive, with the exception of public and school holidays.

TERM	DEFINITION
Schooling Requirement Package	means a package provided to eligible school aged children as described in the SRSS Operational Procedures Manual. It may include school uniforms, books, stationary and school bags.
Security Framework	means the Department's security framework.
Specified Personnel	means the personnel specified in Item 8 of the Contract Details.
SRSS Operational Procedures Manual (OPM)	means the document developed and updated by the Department which provides guidance and detailed procedures to assist SRSS Providers with the delivery of the SRSS Programme. The guidance and procedures must be followed by the SRSS Provider.
SRSS Provider	means the entity contracted by the Department to deliver the Services as described in Item 1 of the Contract Details, and includes its Personnel.
SRSS Recipient	means a person in receipt of Status Resolution Support Services. The Department determines eligibility for Status Resolution Support Services.
SRSS Recipient Service Fee	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
Status Resolution	means determining and finalising an individual's immigration standing.
Status Resolution Support Services (SRSS) or Services	means the Services, Goods, Documentation, Contract Material and other Deliverables that the Department requires from the SRSS Provider, as described in the Contract including the Schedule of Services and the SRSS Operational Procedures Manual.

TERM	DEFINITION
Status Resolution Support Services programme (SRSS Programme)	means the programme of that name (or such replacement programme) managed by the Department under which the Services are provided.
Subcontract	means the contractual or other arrangements with a Subcontractor.
Subcontractor	means a person to whom a person has subcontracted the performance of any part of the Contract in accordance with clause 29 of the Contract, including those person(s) specified at Item 9 of the Contract Details.
Substantive Visa	any Visa other than a Bridging Visa, criminal justice Visa or enforcement Visa.
Supported Accommodation	means Provided Accommodation for SRSS Recipients in Band 2. It includes Carer support, access to a vehicle and paid utilities and groceries as outlined in the Schedule of Services and detailed in the SRSS Operational Procedures Manual.
Support Recommendation	means the recommendation made by an SRSS Provider regarding an SRSS Recipient (or Case) for ongoing support.
Temporary Visa	means a Visa which grants permission to temporarily remain in Australia.
Tender	means the Tender submitted by the SRSS Provider in response to the RFT.
Term	means the Initial Term plus any extension in accordance with clause 4.1 of the Contract.
Third Party Interest	means any legal or equitable right, interest, power or remedy in favour of any person other than the Commonwealth or the SRSS Provider in connection with the Contract, including, without limitation, any right of possession, receivership,

TERM	DEFINITION
	control or power of sale, and any mortgage, charge, security or other interest.
Third Party Material	means Material in which a third party holds Intellectual Property Rights, and includes any Material specified as such in Attachment E (Material).
Transition-Out Services (SRSS Recipient)	means the Services described as such in the Schedule of Services and the SRSS Operational Procedures Manual, including: <ul style="list-style-type: none"> a) developing, submitting and complying with the Contract Transition Out Plan (Bands 2 - 5); b) assisting an SRSS Recipient to exit a property; c) referring SRSS Recipients to other service providers; d) assisting with Essential Registration; and e) other Services.
Transitional Accommodation	means Provided Accommodation for SRSS Recipients in Band 4. It is available for up to six weeks, with longer periods only where approved by the Department.
Transitional Support	means the short term period of time that Band 4 SRSS Recipients are entitled to receive Services through the SRSS Programme.
Trigger Event	means an event that triggers the ability of the Department to step-in in accordance with clause 56 of the Contract.
Unaccompanied Minor (UAM)	means a Minor whom the Department deems to be unaccompanied for the purpose of this Contract.
Visa	has the same meaning that it has in the <i>Migration Act 1958</i> (Cth).

TERM	DEFINITION
WHS Law	means all statutes, regulations, statutory instruments, subordinate legislation, codes of practice and standards (including those of the Commonwealth of Australia and of the location where the Services are being delivered) dealing with or relevant to health and safety in workplaces and of workers and others who may be affected by the carrying out of work and includes any approvals, permits, licences, directions or requirements of an authority exercising regulatory powers in respect of such matters.

ATTACHMENT M (OFFICIAL ORDER)**ORDER FOR EXTRA SERVICES**

This Order is issued by:

the **Commonwealth of Australia**

represented by the Department of Immigration and Border Protection (ABN 33 380 054 835)
of 6 Chan Street, Belconnen, ACT 2617 (**DIBP**)

to

[Name of SRSS Provider] ABN [insert] ACN [insert]
of [SRSS Provider's Address] (**SRSS Provider**)

under the Contract for the provision of Status Resolution Support Services dated [insert date].
In accordance with Clause 16 of Part 2 of the Contract, the terms and conditions of the
Contract apply to the Extra Services (subject to any specific provisions set out below):

1	Commencement Date of Extra Services	[the date of this Order, or insert alternative date]
2	Charges and Expenses	[\$[insert] including GST]
3	End Date of Extra Services	[insert date for completion of any Extra Services]
4	Extra Services Ordered	[insert, to the extent applicable, description of work in the nature of the Extra Services]
5	Specific standards and guidelines	[insert any relevant standards and guidelines which the SRSS Provider must comply with in the provision of the Extra Services]

The terms and conditions of the Contract apply to these Extra Services are

SIGNED for and on behalf of the Commonwealth
of Australia as represented by the Department of
Immigration and Border Protection by:

Name

Date

Signature



Australian Government
Department of Immigration
and Border Protection

DEED OF VARIATION No. 1

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

ADULT MULTICULTURAL EDUCATION SERVICES
ABN 49 056 993 913

Released by DIBP under the
Freedom of Information Act 1982

DEED OF VARIATION

BETWEEN

COMMONWEALTH OF AUSTRALIA (the “Commonwealth”) represented by the Department of Immigration and Border Protection, of 6 Chan St., Belconnen, ACT 2617 (the “Department”)

and

Adult Multicultural Education Services ABN 49 056 993 913 of Level 4 – 1 Little Collins Street, Melbourne Vic 3000 (SRSS Provider)

RECITALS:

- (a) The Parties entered into a contract dated 29 August 2014 (the “Contract”) for Status Resolution Support Services.
- (b) The Parties have agreed to certain variations to the rights and obligations contained in the Contract.
- (c) The Parties wish to formally record those variations in the form of this Deed of Variation (No. 1) (the “Deed”).

IT IS AGREED:

- 1. This Deed:
 - (a) is interpreted and adopts the definitions as specified in the Contract;
 - (b) is a part of the entire agreement between the parties in relation to the subject matter of the Contract; and
 - (c) commences on the day and year this Deed is signed by the Department.

2. This Deed makes the following variations to the Contract:
 - (a) In clause 72.1 of Part 2 – Contract Terms and Conditions, Insert the following words at the beginning of the clause: “Subject to clause 11 (Compliance with Tendered Representations) of this Part 2”
 - (b) In clause 72.1 delete the words “Effective Date” and replace with the words “Commencement Date”.
 - (c) In clause 7.3.4 of Attachment A (Schedule of Services):
 - (i) delete the words “(up to six weeks)”;
 - (ii) insert the words “(up to 12 weeks of support for families with children aged 10 and under and up to six weeks of support for all others)” after the words “in the Australian community”.
 - (d) In clause 10.1.3 of Attachment A (Schedule of Services):
 - (i) delete the words “(up to six weeks)”;
 - (ii) insert the words “(for up to 12 weeks for families with children aged 10 and under and up to six weeks for all other Band 4 Recipients)” after the words “by the Department”.
 - (e) In clause 10.1.4 of Attachment A (Schedule of Services):
 - (i) delete the words “(up to two weeks)”;
 - (ii) insert the words “(short term in accordance with the Operational Procedures Manual)” after the words “Emergency Accommodation”.
 - (f) In clause 10.27 of Attachment A (Schedule of Services):
 - (i) delete clause 10.27 of Attachment A (Schedule of Services) in its entirety; and insert a new clause 10.27 of Attachment A (Schedule of Services) as follows:
 “Provided Accommodation for Band 4 (Transitional Accommodation) and Band 5 (Emergency Accommodation) SRSS Recipients must be of a reasonable standard and appropriate to the needs of those SRSS Recipients. For families with children aged 10 and under, boarding houses, hostels and backpackers are not considered appropriate. For all other Band 4 SRSS Recipients, this accommodation may include boarding houses, hostels or backpackers.”
 - (g) In clause 10.29 of Attachment A (Schedule of Services):
 - (i) delete the words “Transitional and” after the words “The cost of”;
 - (ii) insert the words “The cost of Transitional Accommodation is incorporated into the Band 4 Recipient Management Fee and will not be reimbursed by the Department.” to the end of the clause.
 - (h) In clause 18.41 of Attachment A (Schedule of Services):

- (i) insert the words “(or 12 week period for families with children aged 10 and under, which is up to 60 Business days)” after the words “of eligibility for Band 4”;
 - (ii) delete the words “There is no transition period beyond the six week period of eligibility.”; and
 - (iii) insert the words “There is no transition period beyond the six or 12 week period of eligibility (as relevant) unless an extension of Band 4 support is approved in writing by the Department.” to the end of the clause.
- (i) In clause 18.42 of Attachment A (Schedule of Services):
- (i) insert the words “(or from Band 6 to Band 5)” after the words “from Band 5 to Band 6”.
- (j) In clause 20.5.5.6 of Attachment A (Schedule of Services):
- (i) insert the words “and Band 3” after the words “for Band 2”.
- (k) In clause 21.16 of Attachment A (Schedule of Services):
- (i) insert the words “and Band 5” to the heading “Support Recommendation – Band 4”; and
 - (ii) insert the words “Families with children aged 10 and under will automatically transition to Band 5 once they have secured independent accommodation (and within their 12 week period of eligibility in Band 4).” to the end of clause 21.16.
- (l) In clause 21.17 of Attachment A (Schedule of Services):
- (i) insert a new Clause 21.17 as follows:

“21.17 For families with children aged 10 and under, the SRSS Provider must submit a Support Recommendation to the Department no later than 10 Business Days before an SRSS Recipient is due to exit Band 5. Except in exceptional circumstances, families with children aged 10 and under will be expected to transition to Band 6 within the 12 week period of eligibility.”
- (m) In clause 23.30 of Attachment A (Schedule of Services):
- (i) delete the words “Band 3” and replace with the words “Bands 3-6”; and
 - (ii) insert the words “where permitted under the Operational Procedures Manual” after the words “attend appointments or ESL Classes”.
- (n) In clause 30.4 of Attachment A (Schedule of Services):
- (i) insert the word “verbally” after the words “The SRSS Provider must”,
 - (ii) insert the words “Detention Service Provider” after the words “Critical Incidents to the”,
 - (iii) delete the words “Department by telephone”,
 - (iv) delete the words “follow with an email” and replace with the words “submit a written”

- (o) In clause 30.5 of Attachment A (Schedule of Services):
 - (i) insert the word “verbally” after the words “The SRSS Provider must”,
 - (ii) delete the words “Department and the”,
 - (iii) delete the words “by telephone”
- (p) In clause 30.6 of Attachment A (Schedule of Services):
 - (i) insert the words “Department and the” before the words Detention Service Provider”.
- (q) In clause 33.14 of Attachment A (Schedule of Services):
 - (i) delete the words “as detailed in paragraphs 32.14 to 32.18.”
- (r) In Annex 1 - Performance Measures, Service Standards, Accommodation Services, Independent Accommodation:
 - (i) Insert the words “or 12” to the Deliverable entitled “Independent Accommodation” after the words “within the six” in the Service Standards.
- (s) In Attachment B (Contract Charges and Expenses):
 - (i) In clause 7.2:
 - a. Insert the words “(Excluding Band 2 Component)” after the words “The Implementation Fee”,
 - b. delete the word “equal” from clause 7.2 before the words “monthly instalments”,
 - c. Insert the words “The Band 2 Component of the Implementation Fee will be payable to the SRSS Provider if the Department advises the SRSS Provider that it will be required to deliver Band 2 services, from a date agreed between the SRSS Provider and the Department” after the words “Correctly Rendered Invoice.”
 - (ii) delete clause 7.5 in its entirety and replace with the following new clause 7.5:
 7.5 Subject to the SRSS Provider otherwise meeting the requirements of the Contract, the Department will pay the Corporate Overhead Fee monthly, in arrears, from the date that the SRSS Provider accepts its first SRSS Recipient referral. The Corporate Overhead Fee will be payable by calendar month. If the first SRSS Recipient referral occurs part-way through the month, the SRSS Provider will receive the entire monthly Corporate Overhead for the month in which the first SRSS Recipient is accepted.

(t) In Attachment B (Contract Charges and Expenses):

(i) delete clause 8 in its entirety and replace with the following new clause 8:

8. IMPLEMENTATION FEE

Region: Victoria (VIC)

Description	Fixed Fee (Excl. GST)	GST	Fixed Fee (Incl GST)
Implementation Fee (Excluding Band 2 Component)	s. 47G(1)(a)		
Band 2 Component of Implementation Fee			

(h) In Attachment B (Contract Charges and Expenses):

a. delete clause 10 in its entirety and replace with the following new clause 10:

10. RECIPIENT MANAGEMENT FEE (YEAR) 1)

Region: Victoria (VIC)

SRSS Recipient Band	Per Recipient/Per Day Fee (Excl. GST)	GST	Per Recipient/Per Day Fee (Incl. GST)
Band 1	s. 47G(1)(a)		
Band 2			
Band 3			
Band 4			
Band 5			
Band 6			

3. In all other respects the terms and conditions of the Contract remain unaltered.

Executed as a Deed

Executed by the **Commonwealth of Australia**
represented by the **Department of**
Immigration and Border Protection by
its duly authorised delegate:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Signature of delegate

s. 22(1)(a)(ii)

Name of witness (print)

KATE POPE

Name of delegate (print)

FIRST ASSISTANT SECRETARY

Position of delegate (print)

10/02/2015

Date

SIGNED on behalf of Adult
Multicultural Education Services,
ABN 49 056 993 913 acting as its
authorised representative in the
presence of:

s. 47F(1)

Signature of Authorised
Representative

s. 47F(1)

Signature of Witness

s. 47F(1)

Name of Authorised Representative
(print)

s. 47F(1)

Name of Witness (print)



Australian Government

**Department of Immigration
and Border Protection**

DEED OF VARIATION No. 2

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

**ADULT MULTICULTURAL EDUCATION SERVICES
ABN 49 056 993 913**

Released by DIBP under the
Freedom of Information Act 1982

DEED OF VARIATION

BETWEEN

COMMONWEALTH OF AUSTRALIA (the “Commonwealth”) represented by the Department of Immigration and Border Protection ABN 33 380 054 835, of 6 Chan St., Belconnen, ACT 2617 (the “Department”)

and

ADULT MULTICULTURAL EDUCATION SERVICES ABN 49 056 993 913 of Level 4, 1 Little Collins Street, Melbourne, Victoria, 3000 (the “SRSS Provider”)

RECITALS:

- (a) The Parties entered into a contract dated 29 August 2014 (the “Contract”) for the provision of Status Resolution Support Services (SRSS).
- (b) The Parties agreed to certain variations to the rights and obligations contained in the Contract by Deed of Variation (No.1), dated 10 February 2015.
- (c) The Parties have agreed to further variations to the rights and obligations contained in the Contract.
- (d) The Parties wish to formally record those variations in the form of this Deed of Variation (No. 2) (the “Deed”).

IT IS AGREED:

1. This Deed:
 - (a) is interpreted and adopts the definitions as specified in the Contract;
 - (b) is a part of the entire agreement between the parties in relation to the subject matter of the Contract; and
 - (c) commences on the day and year this Deed is signed by the Department.

2. This Deed makes the following variations to the Contract:
 - (a) Delete clause 23.22 of Attachment A (Schedule of Services) in its entirety and insert a new clause 23.22 of Attachment A (Schedule of Services) as follows:

“23.22 The SRSS Provider must refer individuals who wish to undertake an ESL course to the Department and obtain the Department’s approval prior to enrolling any individual in an ESL course.”
 - (b) Delete clause 23.23 of Attachment A (Schedule of Services) in its entirety and insert a new clause 23.23 of Attachment A (Schedule of Services) as follows:

“23.23 The referral must be made using the template set out in the SRSS Operational Procedures Manual.”
 - (c) Delete clause 23.24 of Attachment A (Schedule of Services) in its entirety and insert a new clause 23.24 of Attachment A (Schedule of Services) as follows:

“23.24 For each individual approved by the Department to attend an ESL course, the SRSS Provider must:

 - 23.24.1 enrol the individual in the approved ESL course;
 - 23.24.2 provide the Department with proof of completion of the ESL course or evidence of notification to the Department of the participant’s withdrawal from the course;
 - 23.24.3 pay the ESL course invoice directly and charge back the cost to the Department.”
 - (d) After new clause 23.24 of Attachment A (Schedule of Services), insert the following new clauses:

“23.24A The SRSS Provider must provide a correctly rendered invoice in accordance with clause 34.1 of the Contract.

23.24B All clauses in the Contract relating to GST apply to this service.

23.24C Payment terms are as per clause 32.2 of the Contract.

23.24D The SRSS Provider must provide additional information relating to the programme and participants, as requested in writing by the Department, within ten (10) business days of this request being made.”
3. In all other respects the terms and conditions of the Contract remain unaltered.

Executed as a Deed

Executed by the **Commonwealth of Australia**
represented by the **Department of**
Immigration and Border Protection by
its duly authorised delegate:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Signature of delegate

s. 22(1)(a)(ii)

Name of witness (print)

CHERYL-ANNE MOY

Name of delegate (print)

FAS, D.I.B.P.

Position of delegate (print)

30 / 6 / 15
Date

Executed as a Deed by Adult
Multicultural Education Services
(ABN49056993913) acting by the
following persons or, if the seal is
affixed, witnessed by the following
persons in accordance with s127 of
the *Corporations Act 2001*:

s. 47F(1)

Signature of Director

s. 47F(1)

Signature of Director/Company
Secretary

s. 47F(1)

Name of Director (print)

s. 47F(1)

Name of Director/Company Secretary
(print)

22 / 06 / 2015
Date



Australian Government

Department of Immigration and Border Protection

CONTRACT

for the provision of Status Resolution Support Services (SRSS)

between

COMMONWEALTH OF AUSTRALIA

as represented by the Department of Immigration and Border Protection

ABN 33 380 054 835

and

AUSTRALIAN RED CROSS SOCIETY

ABN 50 169 561 394

This work is copyright. Apart from any use permitted under the Copyright Act 1968, no part may be reproduced by any process without the written permission of the Department of Immigration and Border Protection.

PARTIES

The **Commonwealth of Australia (Commonwealth)** as represented by the **Department of Immigration and Border Protection (Department or DIBP)** ABN 33 380 054 835 of 6 Chan Street BELCONNEN ACT 2617.

and

Australian Red Cross Society ABN 50 169 561 394 of 155 Pelham Street, Carlton, Victoria, 3053 (**SRSS Provider**)

RECITALS

- A) The Commonwealth requires the provision of Status Resolution Support Services (**SRSS**) (**the Services**).
- B) The SRSS Provider is a member of the International Federation of Red Cross and Red Crescent Societies and is bound by the Fundamental Principles as set out in the Royal Charter and Rules of the SRSS Provider (accessible at www.redcross.org.au). Accordingly, the SRSS Provider is an independent, neutral and impartial organisation committed to humanitarian advocacy, and to supporting and assisting the most vulnerable people in the Australian community and around the world.
- C) The Commonwealth requires the SRSS Provider to provide the Services using an integrated service delivery model to eligible SRSS Recipients during their immigration status resolution process by:
 - a) delivering and co-ordinating accommodation, care and other support services to SRSS Recipients using a needs and risk based approach;
 - b) co-ordinating with other entities involved in the delivery of the SRSS Programme; and
 - c) providing the Services in a flexible manner so as to meet dynamic and changing policy requirements and unpredictable SRSS Recipient case loads.
- D) The Department issued Request For Tender No. **DIAC RFT 11-13** on **31 May 2013 (RFT)** for the Services.
- E) The SRSS Provider submitted a Tender in response to the RFT (**Tender**).
- F) The SRSS Provider has fully informed itself on all aspects of the work required to be performed and has offered to provide the Services in the manner set out in this Contract, which includes compliance with the SRSS Policy Advice Manual.
- G) The Department evaluated the Tender and in reliance on the representations made in the Tender and subsequent negotiations with the SRSS Provider, the Department has agreed to accept the SRSS Provider's offer to provide the Services upon the terms and conditions contained in this Contract.

PARTIES	3
OPERATIVE PROVISIONS	7
PART 1 - CONTRACT DETAILS	8
PART 2 - CONTRACT TERMS AND CONDITIONS	16
SECTION A - DEFINITIONS, INTERPRETATION AND TERM	16
1. DEFINITIONS.....	16
2. INTERPRETATION.....	16
3. PRIORITY OF DOCUMENTS	17
4. TERM	18
5. NATURE OF AGREEMENT.....	18
SECTION B - THE SERVICES	19
6. TRANSITION-IN REQUIREMENTS	19
7. PROVISION OF THE SERVICES	19
8. CONTRACT REGIONS.....	20
9. GENERAL OBLIGATIONS	21
11. COMPLIANCE WITH TENDERED REPRESENTATIONS	22
12. SERVICES STANDARDS.....	22
13. CO-OPERATION REQUIREMENTS	24
14. SRSS OPERATIONAL PROCEDURES MANUAL.....	25
15. DELIVERY	26
16. EXTRA SERVICES	26
17. LEASES.....	27
18. GOODS.....	28
19. DEPARTMENTAL ASSISTANCE	29
20. USE OF THE DEPARTMENT'S SYSTEMS	29
21. TRANSITION OUT OF SERVICES	30
22. OTHER APPROVED PLANS	31
23. PERFORMANCE MANAGEMENT	32
24. DEFECTIVE SERVICES OR DELIVERABLES.....	35
SECTION C - GOVERNANCE AND PERSONNEL	35
25. GOVERNANCE.....	35
26. UNINCORPORATED CONSORTIA	35
27. MANAGEMENT OF SERVICE PROVIDER PERSONNEL	36
28. SPECIFIED PERSONNEL.....	38
29. SUBCONTRACTING	38
SECTION D - REPORTING	39

30.	REPORTING	39
	SECTION E - PAYMENTS	40
31.	NO CHARGES TO SRSS RECIPIENTS.....	40
32.	CONTRACT CHARGES AND EXPENSES	40
33.	NOT USED	41
34.	INVOICES	41
35.	GST.....	42
36.	PUBLIC MONEY	43
37.	BENCHMARKING	43
	SECTION F - MATERIAL AND INTELLECTUAL PROPERTY RIGHTS	44
38.	COMMONWEALTH MATERIAL.....	44
39.	INTELLECTUAL PROPERTY - OWNERSHIP MODEL.....	44
40.	COMMONWEALTH OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS	45
41.	SRSS PROVIDER OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS	45
42.	INTELLECTUAL PROPERTY WARRANTY	46
43.	MORAL RIGHTS.....	46
	SECTION G - INFORMATION AND SECURITY	47
44.	CONFIDENTIAL INFORMATION	47
45.	PROTECTION OF PERSONAL INFORMATION	50
46.	SECURITY REQUIREMENTS	52
	SECTION H - RISKS	56
47.	DELAY AND EXCUSABLE EVENTS.....	56
48.	CONFLICT OF INTEREST	57
49.	RISK MANAGEMENT AND BUSINESS CONTINUITY	58
50.	WARRANTIES	59
51.	INDEMNITY.....	61
52.	LIABILITY	62
53.	GUARANTEES.....	63
54.	NOVATION AND CONTRACTING RIGHTS FOR SUBCONTRACTORS	64
55.	INSURANCE.....	65
56.	STEP-IN RIGHTS	65
	SECTION I - ACCESS AND AUDIT	68
57.	BOOKS AND RECORDS	68
58.	ACCESS TO PREMISES AND AUDITS.....	69
59.	ADDITIONAL ACCESS TO DOCUMENTS	71
	SECTION J - CHANGES TO THE CONTRACT, DISPUTES AND TERMINATION	72

60.	VARIATION OF THIS AGREEMENT	72
61.	DISPUTE RESOLUTION	72
62.	TERMINATION FOR DEFAULT	74
63.	TERMINATION FOR CONVENIENCE.....	75
	SECTION K - GENERAL.....	76
64.	COMPLIANCE WITH LAWS AND POLICIES	76
65.	NOTICES.....	76
66.	PROTECTION OF THE DEPARTMENT'S REPUTATION	77
67.	ASSIGNMENT AND NOVATION	78
68.	RELATIONSHIP OF THE PARTIES	79
69.	WAIVER	79
70.	GOVERNING LAW AND JURISDICTION	79
71.	PROPORTIONATE LIABILITY EXCLUDED	79
72.	ENTIRE AGREEMENT.....	79
73.	SEVERABILITY	80
74.	APPROVAL	80
75.	JOINT AND SEVERAL.....	80
76.	COSTS	80
77.	NO MERGER	80
78.	FURTHER ACTION	80
79.	COUNTERPARTS	81
	ATTACHMENT A (SCHEDULE OF SERVICES).....	83
	ATTACHMENT B (CONTRACT CHARGES AND EXPENSES)	148
	ATTACHMENT C (CONFIDENTIAL INFORMATION).....	155
	ATTACHMENT D (CONTRACT CHANGE PROCESS)	156
	ATTACHMENT E (MATERIAL)	157
	ATTACHMENT F (ADDITIONAL RISK MANAGEMENT MEASURES)	159
	ATTACHMENT G (COMMONWEALTH LAW AND POLICY REQUIREMENTS)	160
	ATTACHMENT H (PERFORMANCE GUARANTEE).....	169
	ATTACHMENT I (FINANCIAL UNDERTAKING).....	171
	ATTACHMENT J (SUBCONTRACTOR NOVATION DEED)	172
	ATTACHMENT K (CONFIDENTIALITY DEED)	173
	ATTACHMENT L (GLOSSARY)	176
	ATTACHMENT M (OFFICIAL ORDER)	201

OPERATIVE PROVISIONS

THE PARTIES AGREE as follows:

This Contract consists of:

- 1.1 the Contract Details in **PART 1**;
- 1.2 the Contract Terms and Conditions in **PART 2**; and
- 1.3 the following Attachments:
 - 1.3.1 Attachment A (Schedule of Services);
 - 1.3.2 Attachment B (Contract Charges and Expenses);
 - 1.3.3 Attachment C (Confidential Information);
 - 1.3.4 Attachment D (Contract Change Process);
 - 1.3.5 Attachment E (Material);
 - 1.3.6 Attachment F (Additional Risk Management Measures);
 - 1.3.7 Attachment G (Commonwealth Law and Policy Requirements);
 - 1.3.8 Attachment H (Performance Guarantee);
 - 1.3.9 Attachment I (Financial Undertaking);
 - 1.3.10 Attachment J (Subcontractor Novation Deed);
 - 1.3.11 Attachment K (Confidentiality Deed);
 - 1.3.12 Attachment L (Glossary); and
 - 1.3.13 Attachment M (Official Order).

PART 1 - CONTRACT DETAILS

Item/Description	Clause Reference	Details
1. SRSS Provider details	1.1	Australian Red Cross Society 155 Pelham Street, Carlton Vic 3053 (PO Box 196, Carlton South Vic 3053) ABN 50 169 561 394
2. SRSS Provider Representative	1.1	s. 47F(1) Head of Australian Services Phone: s. 47F(1) Mobile: s. 47F(1) Email: s. 47F(1) Fax: s. 47F(1) Alternative Contact: s. 47F(1) Manager, Strategy & Quality Migration Support Programs Phone: s. 47F(1) Mobile: s. 47F(1) Email: s. 47F(1)
3. Departmental Representative(s)	1.1	Assistant Secretary Community Programmes Services Branch (or as otherwise advised by the Department) Email: s. 47E(d)
4. Commencement Date	1.1, 4.1	1 September 2014
5. Initial Term	1.1, 4.2	The Initial Term of the Contract is for a period until s. 47G(1)(a).
6. Option Period	1.1, 4.2	The Department may, at its sole discretion, extend the Contract by up to two additional periods of up to two years each after the end of the then current Term. The Department will Notify the SRSS Provider at least six months prior to the end of the then current Term of the exercise of any extension of the Term.

Item/Description	Clause Reference	Details
7. Contract Region(s)	1.1, 8	Queensland New South Wales/Australian Capital Territory Victoria South Australia Northern Territory Western Australia Tasmania

Item/Description	Clause Reference	Details
8. Specified Personnel	1.1, 28	<p>(a) s. 47F(1) – Contract Manager (b) s. 47F(1) – Program Manager/ Contract Manager (c) s. 47F(1) – Program Manager (d) s. 47F(1) – Program Manager (e) s. 47F(1) – Finance Manager (f) s. 47F(1) – Program Coordinator (g) s. 47F(1) – Program Coordinator (h) s. 47F(1) – Program Coordinator (i) s. 47F(1) – Program Coordinator (j) s. 47F(1) – Program Coordinator (k) s. 47F(1) – Contract Administrator – Tasmania (l) s. 47F(1) – Contract Administrator – New South Wales (m) s. 47F(1) (Acting) – Contract Administrator, Australian Capital Territory (n) s. 47F(1) – Contract Administrator – Queensland (o) s. 47F(1) – Contract Administrator – Victoria (p) s. 47F(1) – Contract Coordinator – South Australia (q) s. 47F(1) – Contract Administrator – Northern Territory (r) s. 47F(1) – Contract Administrator – Western Australia</p> <p>Subcontractor Specified Personnel</p> <p>Save the Children (a) s. 47F(1) – Director, Australia Programs (b) s. 47F(1) – National Program Manager (c) s. 47F(1) – Australian Programs Strategic Growth Manager</p> <p>Anglicare (a) s. 47F(1) – Contract Manager/ Program Manager (b) s. 47F(1) – Finance Manager (c) s. 47F(1) – Program Coordinator (d) s. 47F(1) – Program Coordinator</p> <p>Baptist Care (SA)</p>

Item/Description	Clause Reference	Details
		<p>(a) s. 47F(1) – Contract Manager (b) s. 47F(1) – Program Manager (c) s. 47F(1) – Finance Manager</p> <p>Berry Street (a) s. 47F(1) – Program Manager/ Contract Administrator (b) s. 47F(1) – Program Coordinator (c) s. 47F(1) – Program Administrator</p> <p>CatholicCare Canberra & Goulburn Archdiocese (a) s. 47F(1) – Program Manager/Contract Manager (b) s. 47F(1) – Contract Administrator (c) s. 47F(1) – Program Coordinator (d) s. 47F(1) – Financial Administrator</p> <p>Centacare Catholic Family Services (a) s. 47F(1) – Contract Manager (b) s. 47F(1) – Program Manager (c) s. 47F(1) – Finance Manager</p> <p>Centacare WA (a) s. 47F(1) – Contract Manager (b) s. 47F(1) – Program Manager (c) s. 47F(1) – Program Coordinator</p> <p>Jesuit Refugee Services (a) s. 47F(1) – Contract Manager (b) s. 47F(1) – Contract Administrator</p> <p>MacKillop Family Services (a) s. 47F(1) – Director of Operations (b) s. 47F(1) – General Manager (c) s. 47F(1) – Manager</p> <p>(d) s. 47F(1) – Coordinator (Metro) (e) s. 47F(1) – Senior Administration Officer (f) s. 47F(1) – General Manager (Community Relations) (g) s. 47F(1) – Business Unit Coordinator (h) s. 47F(1) – Coordinator</p> <p>Metropolitan Migrant Resource Centre</p>

Item/Description	Clause Reference	Details
		<p>(a) s. 47F(1) – Director</p> <p>(b) s. 47F(1) – Contract Manager</p> <p>(c) s. 47F(1) – team</p> <p>(d) s. 47F(1) – team</p> <p>(e) s. 47F(1) – team</p> <p>(f) s. 47F(1) – team</p> <p>(g) s. 47F(1) – team</p> <p>Mercy Community Services SEQ Ltd</p> <p>(a) s. 47F(1) – Contract Manager</p> <p>(b) s. 47F(1) – Finance Manager</p> <p>s. 47F(1) – Executive Director</p> <p>Wesley Mission Victoria</p> <p>(a) s. 47F(1) – General Manager, Youth and Community Services</p> <p>(b) s. 47F(1) – Program Manager</p> <p>(c) s. 47F(1) – Program Coordinator</p> <p>(d) s. 47F(1) – Program Coordinator</p> <p>(e) s. 47F(1) – General Manager, Finance and Corporate Services</p>
9. Subcontractors	1.1, 29	<p>(a) Save the Children Australia Level 6 – 250 Victoria Parade, East Melbourne Vic 3002 ABN 99 008 610 035 <u>Services to be provided:</u> All services for Band 1 clients in all geographic regions, excluding Christmas Island.</p> <p>(b) Anglicare Victoria PO Box 45, Abbotsford Vic 3067 ABN 97 397 067 466 <u>Services to be provided:</u> Services to Bands 2 and 3 clients in Victoria and Band 4 clients for any of those clients.</p> <p>(c) Baptist Care (SA) Inc Level 2 – Baptist Care House 130 Rose Terrace Wayville SA 5034 ABN 81 257 754 846 <u>Services to be provided:</u> Services to Bands 2 and 4 clients in South Australia.</p> <p>(d) Berry Street 1 Salisbury Street, Richmond Vic 3121 ABN 24 719 196 762</p>

Item/Description	Clause Reference	Details
		<p><u>Services to be provided:</u> Services to Bands 2 and 4 clients in Victoria.</p> <p>(e) CatholicCare Canberra & Goulburn 42 Canberra Avenue, Forrest ACT 2603 ABN 90 046 512 373 <u>Services to be provided:</u> Services to Bands 2 and 4 clients in Australian Capital Territory.</p> <p>(f) Centacare Catholic Family Services 45 Wakefield Street, Adelaide SA 5000 ABN 21 578 907 988 <u>Services to be provided:</u> Services to Bands 2 and 4 in South Australia.</p> <p>(g) Centrecare Inc. 456 Hay Street, Perth WA 6000 ABN 98 651 609 161 <u>Services to be provided:</u> Services to Bands 2, 3 and 4 clients.</p> <p>(h) Jesuit Refugee Service Australia Inc (JRS) PO Box 522 Kings Cross NSW 1340 ABN 75 692 565 034 <u>Services to be provided:</u> Services to Bands 2, 3 and 4 clients in New South Wales.</p> <p>(i) MacKillop Family Services 237 Cecil Street, South Melbourne Vic 3205 ABN 79 078 299 288 <i>MacKillop Family Services are acting as the lead agency in a consortium with Jesuit Social Services and Catholic Care.</i> <u>Services to be provided:</u> Services to Bands 2 and 4 clients in Victoria, New South Wales/ Australian Capital Territory and Northern Territory.</p> <p>(j) Metropolitan Migrant Resource Centre 1/14 Chesterfield Road, Mirrabrook WA 6061 ABN 60 131 630 845 <u>Services to be provided:</u> Services to Bands 3 and 4 clients in Western Australia.</p> <p>(k) Mercy Family Services</p>

Item/Description	Clause Reference	Details
		<p>PO Box 182, Banyo Qld 4014 ABN 94 710 251 744 <u>Services to be provided:</u> Services to Bands 2, 3 and 4 clients in Queensland.</p> <p>(I) Wesley Mission Victoria 148 Lonsdale Street, Melbourne Vic 3000 ABN 81 098 317 125 <u>Services to be provided:</u> Services to Bands 2, 3 and 4 clients in Victoria and Bands 2 and 4 clients in Tasmania.</p>
10. Intellectual Property Rights – Ownership of Contract Material	39, 40, 41	<p><input checked="" type="checkbox"/> clause 40 (Commonwealth Ownership of Intellectual Property Rights in Contract Material) is to apply</p> <p><input type="checkbox"/> clause 41 (SRSS Provider Ownership Intellectual Property Rights in Contract Material) is to apply</p>
11. Limitation of liability – cap	52	Not applicable
12. Limitation of liability –limitation on types of liability	52.2	Not applicable
13. Limitation of liability – if not per occurrence	52.3	Not applicable

Item/Description	Clause Reference	Details
14. Insurances and quantum of insurance	55	<p>Public liability insurance for an insured amount of s. 47G(1)(a) per occurrence.</p> <p>Products liability insurance for an insured amount of s. 47G(1)(a) per occurrence and not less than s. 47G(1)(a) in aggregate.</p> <p>Professional indemnity (or errors and omissions insurance) for an insured amount of s. 47G(1)(a) per occurrence and not less than s. 47G(1)(a) in aggregate.</p> <p>Workers compensation as required by law.</p> <p>Comprehensive motor vehicle insurance of not less than s. 47G(1)(a).</p> <p>Voluntary group accident schemes set amount according to injury.</p> <p>The professional indemnity or errors and omissions insurance must be maintained for a period of 7 years after the end of the Term.</p>
15. Address for Notices	65	<p>Department Assistant Secretary Community Programmes Services Branch Department of Immigration and Border Protection (PO Box 25, Belconnen ACT 2617) 6 Chan Street, Belconnen ACT 2617 Email: s. 47E(d)</p> <p>SRSS Provider: s. 47F(1) Head of Australian Services Australian Red Cross Society (PO Box 196, Carlton South Vic 3053) 155 Pelham Street, Carlton Vic 3053 Email: s. 47F(1)</p>
16. Governing Law	70	Australian Capital Territory

PART 2 - CONTRACT TERMS AND CONDITIONS

SECTION A - DEFINITIONS, INTERPRETATION AND TERM

1. DEFINITIONS

Definitions

1.1 In this Contract, except where the contrary intention is expressed, the definitions set out in the Glossary in Attachment L (Glossary) apply.

2. INTERPRETATION

2.1 In this Contract, except where the contrary intention is expressed:

- 2.1.1 the singular includes the plural and vice versa, and a gender includes other genders;
- 2.1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 2.1.3 a reference to a clause, paragraph, Attachment, Schedule or Annexure is to a clause or paragraph of, or attachment, schedule or annexure to, this Contract as the context requires, and a reference to this Contract includes any Attachment, Schedule or Annexure;
- 2.1.4 any Schedules, Attachments and Annexures to this Contract form part of this Contract as the case may be;
- 2.1.5 a reference to a clause includes a reference to a subclause of that clause;
- 2.1.6 a reference to any agreement or schedule or annexure is to that agreement or schedule or annexure as amended, novated, supplemented or replaced;
- 2.1.7 a reference to a document, publication, Commonwealth policy or instrument is a reference to the document, publication, Commonwealth policy or instrument as altered, supplemented or replaced;
- 2.1.8 a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise;
- 2.1.9 a reference to time is to the time in the place where the Obligation is to be performed or, to the extent that there is any uncertainty, to the time in the Australian Capital Territory;
- 2.1.10 a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- 2.1.11 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- 2.1.12 if the SRSS Provider is a trustee, the SRSS Provider enters this Contract personally and in its capacity as trustee and warrants that it has the power to perform its Obligations under this Contract;
- 2.1.13 a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 2.1.14 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 2.1.15 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Contract or any part of those documents;
- 2.1.16 if a day on or by which an Obligation must be performed or an event must occur is not a Business Day in the relevant location, the Obligation must be performed or the event must occur on or by the next Business Day in that location; and
- 2.1.17 headings are for ease of reference only and do not affect interpretation.
- 2.2 To the extent that the Parties have not completed an item the Contract Details or an Attachment is blank, unless otherwise stated in this Contract, that item or Attachment will be taken to be 'not applicable' for the purpose of this Contract.

3. PRIORITY OF DOCUMENTS

- 3.1 If there is any inconsistency between the provisions of this Contract, a descending order of precedence will be accorded to:
 - 3.1.1 the Contract Details;
 - 3.1.2 the Contract Terms and Conditions;
 - 3.1.3 Attachment A (Schedule of Services);
 - 3.1.4 Attachment B (Pricing Schedule);
 - 3.1.5 the other Attachments to this Contract;
 - 3.1.6 any Schedules or Annexures to this Contract;
 - 3.1.7 the SRSS Operational Procedures Manual;
 - 3.1.8 any plans or other documents required to be developed in accordance with this Contract; and
 - 3.1.9 any document incorporated by express reference as part of this Contract,

so that the provision in the higher ranked document will, to the extent of the inconsistency, prevail.

4. TERM

Initial Term

4.1 This Contract commences on the Commencement Date and continues for the Initial Term unless:

4.1.1 extended in accordance with clause 4.2; or

4.1.2 terminated earlier in accordance with clauses 62 or 63.

Option to extend Initial Term

4.2 Subject to this Clause, the Initial Term may be extended by the Department in its absolute discretion for up to two additional periods of up to s. 47G(1)(a) (as specified in Item 6 of the Contract Details) (each an **Option Period**), on the terms and conditions then in effect, by giving Notice to the SRSS Provider. Such Notice must be given:

4.2.1 s. 47G(1)(a) ; or

4.2.2 if another period is specified in Item 6 of the Contract Details, that period,

before the end of the then current Term.

4.3 Any extension exercised in accordance with clause 4.2 takes effect from the end of the then current Term.

4.4 By Notice to the Department given within one s. 47G(1)(a) of the date of receipt of the Notice from the Department, the SRSS Provider may decline an extension of the Initial Term, if it can demonstrate to the Department's reasonable satisfaction that the continuation of provision of the SRSS Services by the SRSS Provider during the extension of the Initial Term would:

4.4.1 be in circumstances in which there is or would be a conflict with any of its Fundamental Principles; or

4.4.2 be financially unsustainable for the SRSS Provider, by reason of it being unable to recover its direct and indirect costs in connection with the provision of the Services.

5. NATURE OF AGREEMENT

5.1 The Parties have entered into this Contract in consideration of the:

5.1.1 SRSS Provider having the opportunity to perform the Services in accordance with the processes and requirements set out in this Contract;

5.1.2 SRSS Provider providing the other Services specified in this Contract; and

5.1.3 Contract Charges.

SECTION B - THE SERVICES**6. TRANSITION-IN REQUIREMENTS**

6.1 The SRSS Provider must prepare, implement and comply with:

6.1.1 the approved Contract Transition In Plan in accordance with the Schedule of Services; and

6.1.2 any other requirements that must be performed during the Contract Transition In Period as set out in the Schedule of Services,

to ensure the SRSS Provider can start providing the Services by the Effective Date.

6.2 The Department may refer SRSS Recipients to the SRSS Provider before the Effective Date if the Department considers that the SRSS Provider is capable of receiving referrals and adequately performing the Services during the Contract Transition In Period. In such circumstances, the SRSS Provider must perform the Services in relation to any referred SRSS Recipient in accordance with this Contract from the date of that referral.

7. PROVISION OF THE SERVICES

7.1 Subject to clause 6 and any other Obligation required to be met before the Effective Date, the SRSS Provider must meet its Obligations specified in this Contract including:

7.1.1 performing the Services; and

7.1.2 providing the Contract Material, Documentation and other Deliverables,

specified in, and in accordance with this Contract (including Attachment A (Schedule of Services)) including so as to meet or exceed the Performance Measures from the Effective Date.

7.2 The SRSS Provider must:

7.2.1 perform the Services as specified in Attachment A (Schedule of Services) to the satisfaction of the Department;

7.2.2 perform the Services in accordance with, and so as to meet, the principles and objectives set out in Attachment A (Schedule of Services);

7.2.3 comply with all representations made to the Department by the SRSS Provider in relation to the standards, content, quality and timing of the Services (including in accordance with clause 11 and the Schedule of Services);

7.2.4 provide all reasonable assistance consistent with the SRSS Provider's Obligations under this Contract and required by the Department;

- 7.2.5 comply with the time frames specified in this Contract, Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual, or as Notified by the Department; and
- 7.2.6 submit invoices, and any supporting documents, in the manner specified in clause 34.
- 7.3 Subject to Clause 7.4, the SRSS Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:
 - 7.3.1 involvement by the Department in the provision of the Services;
 - 7.3.2 approval by the Department of any plans;
 - 7.3.3 payment made to the SRSS Provider on account of the Services;
 - 7.3.4 subcontracting of the Services; or
 - 7.3.5 acceptance by the Department of replacement Personnel.
- 7.4 If the Department issues a direction to the SRSS Provider (or to a Subcontractor) in accordance with Clause 10, the SRSS Provider (or the Subcontractor) is, to the extent that that direction has the effect of being inconsistent with a term of this Contract, relieved of responsibility for the performance of only that part of the Services which is performed in connection with that direction.

8. CONTRACT REGIONS

- 8.1 The SRSS Provider must provide the Services in the Contract Region(s) identified in Item 7 of the Contract Details.
- 8.2 The Department and the SRSS Provider may agree in writing to change the Contract Region(s) identified in Item 7 of the Contract Details (or the applicable boundaries of the Contract Region(s)), by undertaking the formal variation processes described in clause 60 (Variation of this Agreement).
- 8.3 The SRSS Provider acknowledges and agrees that:
 - 8.3.1 the Department is not obliged to purchase the Services only from the SRSS Provider;
 - 8.3.2 other entities may provide the Services or other components of the SRSS Programme in the Contract Region or other regions in Australia as the case may be; and
 - 8.3.3 there is no guarantee of any particular number of SRSS Recipients which will be referred to the SRSS Provider or to which the Services must be provided in the Contract Region.
- 8.4 The SRSS Provider acknowledges and agrees that the Department may, at any time, acquire services that are the same as or similar to the Services from any other person on such terms and conditions as may be agreed between the Department and that other person.

- 8.5 The SRSS Provider acknowledges and agrees that the Department may, in its absolute discretion and at any time, transfer an SRSS Recipient from the SRSS Provider to an alternative service provider in any Contract Region (including within the Contract Region identified in Item 7 of the Contract Details). The SRSS Provider must, at no additional cost, assist the Department if requested to facilitate the transfer of the SRSS Recipient to an alternative service provider.
- 8.6 If the SRSS Provider is not in a position to accept a referral of an SRSS Recipient by the Department, it may seek a written exemption from the Department and must provide reasons for its request. The Department will not unreasonably refuse any such request provided an alternative service provider is available in the Contract Region. The SRSS Provider must, at no additional cost, assist the Department if requested to facilitate the transfer of the referral to an alternative service provider.

9. GENERAL OBLIGATIONS

- 9.1 The SRSS Provider must:
- 9.1.1 without limiting clause 13, act reasonably and cooperatively in performing its Obligations and exercising its rights under this Contract;
 - 9.1.2 without limiting clause 13, act reasonably and cooperatively with Other Providers in performing its Obligations under this Contract;
 - 9.1.3 diligently perform its Obligations under this Contract;
 - 9.1.4 perform the Services and all such functions as may be incidental to the delivery of the Services in a manner that advances and promotes the requirements, principles and objectives of the SRSS Programme as described in Attachment A (Schedule of Services);
 - 9.1.5 perform its Obligations under this Contract in a manner that is responsive to the changing needs and environment of the Department and government requirements, as communicated to the SRSS Provider by the Department; and
 - 9.1.6 continuously seek to improve the quality and effectiveness of the performance of its Obligations under this Contract including in accordance with any specific requirements set out in Attachment A (Schedule of Services).

10. COMPLIANCE WITH DIRECTIONS

- 10.1 Without limiting any other Obligation in this Contract, the SRSS Provider must, and must ensure that its Subcontractors, liaise with, and comply with any directions given by the Departmental Representative(s), provided those directions are not inconsistent with the Contract. Without limiting this, if a direction could be implemented in more than one way the SRSS Provider must seek the Department's direction as to how those directions must be implemented.
- 10.2 Without limiting clause 10.1, the types of directions that may be given by the Departmental Representative(s) or the Department include directions in relation to:

- 10.2.1 which Services require the Department's approval before they are performed by the SRSS Provider;
- 10.2.2 the cessation of Services to an SRSS Recipient for any reason whatsoever, as determined by the Department in its sole discretion;
- 10.2.3 the SRSS Provider's co-operation requirements with Other Providers and other governance, performance management and reporting arrangements;
- 10.2.4 the SRSS Provider's communication and interaction with SRSS Recipients and the Department in accordance with this Contract. The SRSS Provider acknowledges and warrants that it will not engage in any communication and interaction with the SRSS Recipients outside the provision of the Services that will put it in breach of its obligations under this Contract. Further, the SRSS Provider warrants that it will not engage in communications or interactions which contradict or undermine the SRSS Programme; and
- 10.2.5 which costs and payments require the Department's approval before they are incurred or paid by the SRSS Provider, including the payment of money to SRSS Recipients.

11. COMPLIANCE WITH TENDERED REPRESENTATIONS

11.1 To the extent that:

- 11.1.1 the SRSS Provider's Tender sets out how it would perform the Services set out in this Contract, or the standards to which those Services would be provided or any other representations about the provision of the Services by the SRSS Provider; and
- 11.1.2 this information has not been subsequently incorporated into this Contract,

then, subject to any direction by the Departmental Representative(s), the SRSS Provider must manage and perform the Services in accordance with, and to the standards set out in, its Tender; and

- 11.1.3 within the Contract Charges, to the extent that to do so is not inconsistent with this Contract.

12. SERVICES STANDARDS

12.1 Without limiting specific provisions of this Contract, in providing the Services the SRSS Provider must ensure:

- 12.1.1 in relation to any Services provided, that the SRSS Provider:
 - (a) performs the Services to a high professional standard, with due care and skill, to the best of the SRSS Provider's knowledge and expertise and in accordance with relevant best practice, including any Commonwealth, State and Territory and industry standards and guidelines specified in Attachment A (Schedule of Services),

the SRSS Operational Procedures Manual and Attachment G (Commonwealth Law and Policy Requirements);

- (b) provides the Services so that they are fit for purpose;
- (c) performs the Services to the satisfaction of the Departmental Representative(s) and in a manner that meets or exceeds the Performance Measures;
- (d) performs the Services in a manner that:
 - (i) is consistent with and meets the SRSS Provider's Duty of Care to SRSS Recipients; and
 - (ii) is consistent with and would not put the Department in breach of, the Department's Duty of Care to SRSS Recipients; and
- (e) complies with all Laws and codes relevant to the performance of the Services including any applicable State, Territory and national building codes, licensing Obligations and work health and safety legislation;

12.1.2 in relation to any Goods required to be provided by the SRSS Provider (including to SRSS Recipients):

- (a) that they meet the requirements specified in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
- (b) that they are fit for purpose;
- (c) that all fittings, furnishings and other items it provides or arranges for the use by SRSS Recipients are in good repair and condition, clean and comply with all applicable Australian Standards as published by Standards Australia and other applicable Laws (at the date of provision to SRSS Recipients);

12.1.3 in relation to any accommodation it provides or arranges for SRSS Recipients:

- (a) that it is in good repair and condition, clean, fit for purpose and complies with all applicable building regulations and other applicable Laws (at the date SRSS Recipients enter into occupation); and
- (b) that it meets the requirements specified in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;

12.1.4 in relation to any Documentation provided, that it:

- (a) is fit for purpose and meets the requirements in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
- (b) is written in English (unless another language is specified in Attachment A (Schedule of Services));
- (c) is current, complete and accurate;
- (d) adequately explains key terms and symbols; and
- (e) is of such a nature and quality that it might reasonably be expected to achieve or satisfy the SRSS Provider's Obligations under this Contract; and

12.1.5 in relation to any Contract Material or other Deliverable provided, that it:

- (a) is fit for purpose and meets the requirements in Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
- (b) is complete and accurate;
- (c) is of such a nature and quality that it might reasonably be expected to achieve or satisfy the SRSS Provider's Obligations under this Contract;
- (d) complies with the highest relevant commercially acceptable standards and best practice including, at a minimum, to any Departmental, Commonwealth or industry standards and guidelines specified in Attachment A (Schedule of Services); and
- (e) is supplied with due skill and care and to the best of the SRSS Provider's knowledge and expertise and in accordance with all Laws applicable to the SRSS Provider or the Deliverable.

13. CO-OPERATION REQUIREMENTS

13.1 The SRSS Provider must, and must ensure that its Personnel:

13.1.1 liaise and co-operate with the Department and Other Providers engaged by the Department connection with the SRSS Programme:

- (a) so that the Department is able to successfully deliver the SRSS Programme;
- (b) to support each SRSS Recipient through the SRSS Recipient's immigration resolution processes; and
- (c) to ensure the proper performance of the Services by the SRSS Provider as required by this Contract; and

13.1.2 co-ordinate its activities and performance of the Services so as to support and facilitate, in the Department's best interests, the timely and efficient

completion of all work and other activities to be performed for the Department by any person.

- 13.2 Without limiting its Obligations under this clause 13, the SRSS Provider must comply with any specific co-operation and governance Obligations as requested by the Department.
- 13.3 If, during the SRSS Provider's performance of its Obligations under this Contract, any issue arises that is caused by an Other Provider, the SRSS Provider must, at no additional cost to the Department, work with the Other Provider(s) to ensure the problem is resolved in a timely manner, without affecting the SRSS Provider's Obligations under this Contract.
- 13.4 The SRSS Provider must promptly respond to requests for information, assistance or support from Other Providers, as requested by the Department.
- 13.5 The Department may, at any time, itself perform or retain third parties to perform any part of the Services. To the extent that the Department performs any part of the Services itself, or retains a third party to do so, the SRSS Provider must cooperate with the Department or the third party to ensure that the Services are carried out in a co-ordinated, effective and timely manner, including by:
 - 13.5.1 providing access to all Materials, Personnel, accommodation and facilities necessary for the Department or the third party to perform the Services, subject to the SRSS Provider's reasonable security requirements and procedures as specified in this Contract;
 - 13.5.2 providing any information regarding the Services which a person with reasonable technical and commercial skills and expertise would find reasonably necessary for the Department or the third party to perform the Services; and
 - 13.5.3 providing any assistance to the Department or the third party as required to:
 - (a) otherwise perform the Services; and
 - (b) agreeing on procedures with the Department and Other Providers for the division of responsibilities in relation to the Services and functions that may overlap between the SRSS Provider and Other Providers.
- 13.6 Nothing in this clause 13 relieves the SRSS Provider of any of its Obligations to provide the Services in accordance with this Contract.

14. SRSS OPERATIONAL PROCEDURES MANUAL

- 14.1 The Department will develop an SRSS Operational Procedures Manual that will provide guidance and outline the procedural requirements to implement the SRSS Programme including:
 - 14.1.1 the processes that must be followed when performing the Services;
 - 14.1.2 additional standards that must be met when providing the Services; and

- 14.1.3 any limitations or restrictions that may apply to the Services (including applicable financial limits and costs and payments that require the Department's approval before they are incurred or paid by the SRSS Provider).
- 14.2 The SRSS Provider must comply with the SRSS Operational Procedures Manual.
- 14.3 The Department may amend the SRSS Operational Procedures Manual at any time.
- 14.4 The Department will Notify the SRSS Provider of any updates to the SRSS Operational Procedures Manual through the Departmental Representative specified in Item 3. The SRSS Provider must not comply with any updated SRSS Operational Procedures Manual unless it has been provided to it by the Departmental Representative (or the person who is authorised by the Department to act in that position).
- 14.5 If the SRSS Provider identifies any inconsistency between the SRSS Operational Procedures Manual and any part of this Contract, including Attachment A (Schedule of Services), it must promptly Notify the Department.

15. DELIVERY

- 15.1 The SRSS Provider must perform and deliver the Services and the Deliverables at:
 - 15.1.1 the times and in the manner specified in this Contract including Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual; or
 - 15.1.2 any later times that the Department Notifies to the SRSS Provider.
- 15.2 The SRSS Provider must continue to provide the Services to each SRSS Recipient in accordance with Attachment A (Schedule of Services) until:
 - 15.2.1 such time that:
 - (a) the Department Notifies the SRSS Provider to cease the Services to that SRSS Recipient; or
 - (b) the SRSS Recipient is transferred to an Other Provider in accordance with Attachment A (Schedule of Services); or
 - 15.2.2 the Services are required to be ramped down or transferred to the Department or its nominee in accordance with the approved Contract Transition Out Plan and Attachment A (Schedule of Services).

16. EXTRA SERVICES

Quotation

- 16.1 If the Department requires Extra Services from the SRSS Provider under this Contract it may:
 - 16.1.1 request from the SRSS Provider a written quotation, proposal, tender or other information relevant to the required Extra Services;

- 16.1.2 conduct any discussions and negotiations with the SRSS Provider that the Department requires in order to reach agreement with the SRSS Provider on all matters relevant to the Extra Services; and
- 16.1.3 mutually determine with the SRSS Provider the contents of an Official Order in writing relating to the Extra Services.

Ordering Extra Services

- 16.2 If the Department requires Extra Services, the Department will submit an Official Order to the SRSS Provider in the form set out in Attachment M (Official Order) or as otherwise Notified by the Department that specifies the Extra Services it requires, the corresponding Contract Charges and any other requirements.
- 16.3 Following the issue of an Official Order in the agreed form:
 - 16.3.1 the authorised representatives of both Parties will sign the Official Order;
 - 16.3.2 the terms of this Contract will apply to the Extra Services, subject to any specific provisions set out in the Official Order;
 - 16.3.3 the Extra Services specified in the Official Order will form part of the Services to be provided by the Service Provider; and
 - 16.3.4 the SRSS Provider must provide the Extra Services in accordance with the Official Order and the terms and conditions of this Contract.
- 16.4 If there is any inconsistency between the terms and conditions of this Contract and an Official Order, the terms and conditions of this Contract will prevail to the extent of any inconsistency.
- 16.5 The Department is not liable for any Extra Services undertaken or additional expenditure incurred by the SRSS Provider unless the Extra Services are the subject of an Official Order that has been signed by the Department.

17. LEASES

- 17.1 The SRSS Provider must ensure that any leases entered into in respect of the Contract:
 - 17.1.1 do not bind or name the Commonwealth;
 - 17.1.2 do not extend for a period that exceeds the Term (unless otherwise agreed by the Department before the commitment beyond the Term is entered into); and
 - 17.1.3 otherwise comply with the requirements of the Contract, including clause 54.5.
- 17.2 The Department will not pay the SRSS Provider any costs (and will not be liable for any costs) in relation to any make good or restoration of damage obligations under any lease entered into by the SRSS Provider or otherwise in relation to this Contract (whether such costs relate to commercial or, subject to clause 17.4, residential premises) including costs in relation to:

- 17.2.1 the removal of fittings and alterations;
 - 17.2.2 the storage or disposal of fittings and alterations; and
 - 17.2.3 repairing any damage.
- 17.3 If this Contract is terminated or reduced in scope for any reason, the Department is not required to pay any make good or restoration of damage costs as part of any expenses payment in relation to the termination or reduction in scope.
- 17.4 In the case of make good costs to residential premises, the Department may (but is not obliged to) agree to pay these costs where the SRSS Provider has made alterations to the premises at the request of the Department. Any such arrangement must be agreed to by the Department, in writing, at the time the Department requests the SRSS Provider to make alterations to the premises.

18. GOODS

Ownership and warranty

- 18.1 Where Attachment A (Schedule of Services) or the SRSS Operational Procedures Manual indicates that Goods provided to an SRSS Recipient may be retained by that SRSS Recipient, the SRSS Provider must ensure, and do all things necessary to ensure, that ownership of those Goods:
- 18.1.1 vests in the SRSS Recipient upon provision of the Goods to the SRSS Recipient; and
 - 18.1.2 at the time ownership of the Goods passes to the SRSS Recipient, those Goods are free of any registered or unregistered charge, lien, mortgage, security, or other encumbrance.

Risk of loss of, or damage to Goods

- 18.2 The SRSS Provider acknowledges, agrees and must ensure that if it provides Goods to SRSS Recipients, the risk of loss of, or damage to, the Goods resides with the SRSS Provider until the Goods have been supplied to the SRSS Recipient in accordance with this Contract.
- 18.3 The SRSS Provider must ensure that the SRSS Recipient obtains the benefits of any warranties applicable to the Goods regardless as to whether the SRSS Recipient has title in those Goods.

Return of Goods

- 18.4 The Department may require the SRSS Provider to replace any Goods provided to an SRSS Recipient, at no additional cost to the Department, if they have not been provided in accordance with this Contract.
- 18.5 If the Department Notifies the SRSS Provider that the SRSS Provider must replace Goods, the SRSS Provider must promptly arrange for collection and replacement of those Goods in consultation with the SRSS Recipient, at the SRSS Provider's risk.

- 18.6 Clauses 18.4 and 18.5 apply irrespective of whether the title in the Goods or other Deliverables has passed to the SRSS Recipient. However, if the SRSS Recipient does not consent to the Goods being replaced, the SRSS Provider must Notify the Department and follow such further action as the Department requires.

Register of Goods

- 18.7 The SRSS Provider must maintain an up-to-date register of all Goods provided to SRSS Recipients, or which are held by or on behalf of the SRSS Provider and available to be provided to future SRSS Recipients. The register must include any details required by the Department. The SRSS Provider must promptly provide a copy of that register to the Department upon request. This clause does not limit the SRSS Provider's Obligations to develop and maintain an Asset and Property Register in accordance with Attachment A (Schedule of Services).

19. DEPARTMENTAL ASSISTANCE

- 19.1 Without limiting any of the SRSS Provider's Obligations under this Contract, the Department must provide the facilities and assistance (if any) as specified in Attachment A (Schedule of Services).
- 19.2 Except as provided for in Attachment A (Schedule of Services):
- 19.2.1 the Department is not required to provide any facilities, Materials or other resources to the SRSS Provider which are needed to perform the Services; and
 - 19.2.2 the SRSS Provider must ensure it has and maintains the facilities, Materials and other resources needed to perform the Services in accordance with this Contract.
- 19.3 If the Department provides any facilities, Materials or other resources to the SRSS Provider, the SRSS Provider must promptly check them for their fitness for purpose and report any defects immediately to the Department.
- 19.4 The SRSS Provider must:
- 19.4.1 maintain any facilities, Materials or other resources provided to the SRSS Provider by the Department and protect them from any Loss or damage (subject to any fair wear and tear); and
 - 19.4.2 comply with any applicable conditions or directions imposed by the Department in relation to any facilities, Materials or other resources provided to the SRSS Provider.

20. USE OF THE DEPARTMENT'S SYSTEMS

- 20.1 The SRSS Provider must use and comply with the Department's information technology systems and requirements in accordance with Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual.

21. TRANSITION OUT OF SERVICES

Contract Transition Out Plan

- 21.1 The SRSS Provider must prepare, implement and comply with the approved Contract Transition Out Plan in accordance with Attachment A (Schedule of Services) including by:
- 21.1.1 performing all the tasks and activities and delivering all Documentation and other Deliverables described in the Contract Transition Out Plan in accordance with its terms and prescribed timeframes; and
 - 21.1.2 ensuring that all tasks and activities are fully implemented and completed by the date specified by the Department.

Completing Contract Transition Out

- 21.2 The SRSS Provider must Notify the Department when it believes it has satisfied the requirements of the Contract Transition Out Plan.

General Contract Transition Out Obligations

- 21.3 Without limiting anything else in this Contract, the SRSS Provider must perform the Services in a manner that will effectively and efficiently allow for their transfer to the Department or an alternative service provider.
- 21.4 The SRSS Provider must take all reasonable actions to ensure the Services are transferred to the Department or another entity nominated by the Department during the Contract Transition Out Period.
- 21.5 During the Contract Transition Out Period:
- 21.5.1 the SRSS Provider must comply with the approved Contract Transition Out Plan; and
 - 21.5.2 if requested by the Department, the SRSS Provider must continue to perform any part of the Services that has not been transferred to the Department or another entity.

Contract Transition Out Period

- 21.6 The Contract Transition Out Period will commence on the earlier of:
- 21.6.1 the date on which a termination Notice is given by the Department in accordance with this Contract; or
 - 21.6.2 s. 47G(1)(a) before this Contract expires.
- 21.7 The Contract Transition Out Period will end on the date the Department Notifies the SRSS Provider that all the requirements in the approved Contract Transition Out Plan have been met and the Services have been either transferred or completed in accordance with this Contract and the approved Contract Transition Out Plan.

- 21.8 The terms of the Contract survive during the Contract Transition Out Period (but for the avoidance of doubt, the only amounts payable to the SRSS Provider after the end of the Term are those expressly stated to be payable during this time as set out in this Contract, if any).

Knowledge transfer

- 21.9 Without limiting anything else in this Contract, the SRSS Provider must, at no cost to the Department, provide the following assistance to the Department on termination or expiration of this Contract:

- 21.9.1 transfer or provide access to all information and Material, stored by whatever means, held by the SRSS Provider or under the control of the SRSS Provider in connection with this Contract; and
- 21.9.2 make the SRSS Provider's Personnel available for discussions with the Department as may be required. The time, length and subject of these discussions will be at the sole discretion of the Department.

22. OTHER APPROVED PLANS

- 22.1 Where this Contract requires the SRSS Provider to submit a plan or any other document for approval by the Department:

- 22.1.1 that plan or document will have effect from the date of approval by the Department;
- 22.1.2 if the Department is not satisfied with the plan or other document submitted, the SRSS Provider must promptly amend the plan or document and resubmit it for approval within the time frame specified by the Department; and
- 22.1.3 the approval of that plan or other document does not relieve the SRSS Provider from its Obligations under this Contract.

- 22.2 Without prejudice to any other requirement of this Contract, the SRSS Provider must implement all approved plans and documents in the circumstances for which they are designed and to the extent appropriate to those circumstances. This Obligation includes:

- 22.2.1 performing all the tasks and activities set out in the approved plans and documents that are described as being for the SRSS Provider's performance;
- 22.2.2 performing those tasks and activities in accordance with the terms and prescribed timeframes of the approved plans and documents; and
- 22.2.3 ensuring that the approved plans and documents are fully implemented and maintained and the tasks and activities described in them are completed promptly.

- 22.3 Where the Contract (including Attachment A (Schedule of Services)) requires a plan or other document to be updated, maintained or provided on request to the Department, the SRSS Provider must ensure it:

- 22.3.1 complies with the requirement and ensures updates and changes to plans are consistent with the Contract and with any directions or recommendations from the Department; and
- 22.3.2 complies with a request to provide any plan within the timeframe specified by the Department.

23. PERFORMANCE MANAGEMENT

Performance Management - General

- 23.1 The Department will monitor the performance of the SRSS Provider under this Contract and will evaluate the effectiveness of the SRSS Provider's performance on an on-going basis.
- 23.2 The SRSS Provider must:
 - 23.2.1 comply with the performance management framework specified in Attachment A (Schedule of Services); and
 - 23.2.2 report to the Departmental Representative(s) on its performance under this Contract:
 - (a) during the Contract Transition In Period, as required by the Department but no less than monthly; and
 - (b) following the Effective Date as required by the Department but no less than quarterly for the first year and six monthly thereafter or as otherwise specified in Attachment A (Schedule of Services).
- 23.3 The Department may, by Notice, change the reporting requirements (including timing) and will consult with the SRSS Provider in relation to any changes to the reporting requirements the Department wishes to make, at a reasonable time prior to giving that Notice.
- 23.4 The Department will conduct a Quality Assurance programme to review and assess the performance of the SRSS Provider. Reviews will take into account the information that the SRSS Provider provides to the Department in its reports and any other information the Department has in relation to the SRSS Provider's performance under this Contract.
- 23.5 If the Department determines that the SRSS Provider's performance is not consistent with this Contract, the Department will Notify the SRSS Provider of the failure and specify a time period within which the SRSS Provider must remedy the failure, if capable of remedy. The SRSS Provider must respond to this Notice, in writing, providing information on the reason for the failure and the strategy it will adopt to remedy the failure and to prevent further failures.
- 23.6 Without limiting the Department's rights, if following a Notice given under clause 23.5, the Department determines that the SRSS Provider's performance has not improved to the Department's satisfaction within the period of time specified in the Notice, the Department may:

- 23.6.1 require the SRSS Provider to propose and comply with a remediation plan, additional Performance Measures or other measures for performance that are acceptable to the Department;
 - 23.6.2 reduce the scope of this Contract; or
 - 23.6.3 terminate this Contract.
- 23.7 The remainder of this clause 23 applies if Attachment A (Schedule of Services) specifies specific Performance Measures.

Measuring and monitoring tools

- 23.8 Unless specified otherwise in Attachment A (Schedule of Services), the SRSS Provider must:
- 23.8.1 where required, implement and maintain during the Term, measuring and monitoring tools capable of measuring its performance against the Performance Measures;
 - 23.8.2 provide the Department with access to the data and information gathered by those tools;
 - 23.8.3 if requested by the Department demonstrate to the Department the operation and accuracy of those tools; and
 - 23.8.4 investigate any failure to perform the Services in accordance with the Performance Measures.

Consequences of failing to meet Specific Performance Measures

- 23.9 During the first year after the Effective Date, the Parties intend to consider, negotiate and agree the consequences for failing to meet the specific Performance Measures that will apply to the Contract. The Parties will endeavour, in good faith, to agree to the consequences for failing to meet the specific Performance Measures that are attainable, relevant and measurable. If the Parties are able to reach agreement by the first anniversary of the Effective Date the Parties will record their agreement through a variation to this Contract in accordance with clause 60 to implement the agreed consequences for failing to meet the Performance Measures (which will replace clauses 23.12 to 23.14 with the agreed Performance Measures).
- 23.10 If the Parties are unable to agree Performance Measures by the first anniversary of the Effective Date, clauses 23.12 to 23.14 will apply.
- 23.11 Nothing in this clause 23 limits the Department's rights in relation to any failure by the SRSS Provider to meet the Performance Measures (including for breach of this Contract).
- 23.12 The Department may Notify the SRSS Provider of the consequences that will apply if the SRSS Provider fails to meet a Performance Measure, including, if specified in the Notice, the Contract Rebates that will apply. The maximum Contract Rebate that may be specified in the Notice is 10% (in aggregate for all failures to meet the Performance Measures in the applicable month) of the Corporate Overhead Fee and Recipient Management Fee (in aggregate) payable for the applicable month.

- 23.13 Immediately after the issue of a Notice under clause 23.12, the Contract Rebate:
- 23.13.1 may be applied at the Department's discretion, at any amount not exceeding 10% of the aggregate of the Corporate Overhead Fee and the Recipient Management Fee payable for the month as set out in clause 23.12; and
 - 23.13.2 if applied, the SRSS Provider must submit an adjusted invoice as directed by the Department to reflect the Contract Rebate applied.
- 23.14 The Department will consult with the SRSS Provider before applying any Contract Rebate and will take into account the outcome of those consultations.
- 23.15 The SRSS Provider acknowledges and agrees that the consequences for failing to meet the Performance Measures:
- 23.15.1 are reasonable and appropriate for managing the SRSS Provider's adherence to its Obligations under the Contract; and
 - 23.15.2 do not limit the Department's rights or remedies arising from any defective performance under the Contract.
- 23.16 The Parties agree that:
- 23.16.1 the amount of any Contract Rebates payable by the SRSS Provider under this Contract will not exceed the total amount of the Contract Charges payable to the SRSS Provider under this Contract; and
 - 23.16.2 the Department is not obliged to impose any Contract Rebate that may apply in accordance with this Contract;
 - 23.16.3 any failure to impose a Contract Rebate does not limit the Department's right to apply a Contract Rebate in accordance with this Contract or otherwise waive any of the Department's other rights under this Contract.

Variations to the Performance Measures

- 23.17 The Department may, at its discretion, vary the Performance Measures by providing at least 20 Business Days prior written Notice to the SRSS Provider without requiring an amendment to this Contract. The Department may vary the Performance Measures for any reason (including to ensure that they continue to accurately reflect the requirements of this Contract and the priorities of the Department).
- 23.18 The Department will consult with the SRSS Provider in relation to any change in the Performance Measures which the Department proposes to make, at a reasonable time prior to the commencement of any variation in the Performance Measures. For clarity, any amendments to the Performance Measures as a result of this consultation do not need to be included in a new Notice to the SRSS Provider.

Review of Performance Measures

- 23.19 The SRSS Provider must:

- 23.19.1 liaise with the Department as and when requested by the Department to review the appropriateness and relevance of the Performance Measures; and
- 23.19.2 provide such information as the Department may request about the effects of the Performance Measures and performance of the Services, including to enable the Department to assess the appropriateness and relevance of the Performance Measures.

24. DEFECTIVE SERVICES OR DELIVERABLES

- 24.1 Following delivery of the Services or Deliverables by the SRSS Provider to the Department, the Department may take steps to verify that the Services or Deliverables delivered conform to the requirements of the Contract.
- 24.2 If the Services or Deliverables do not conform to the requirements of the Contract, the Department may Notify the SRSS Provider that some or all of the Services or Deliverables are rejected, in which case delivery or performance will be deemed not to have occurred for the purpose of determining whether the SRSS Provider has complied with clause 15.1.
- 24.3 The SRSS Provider must make good or replace the rejected Services or Deliverables at no additional cost to the Department, within the time specified by the Department. The SRSS Provider must meet all costs of, and incidental to, the performance of any remedial work.

SECTION C - GOVERNANCE AND PERSONNEL

25. GOVERNANCE

- 25.1 In addition to the reporting requirements in clauses 23 and 30, the SRSS Provider must comply with the governance and reporting requirements set out in Attachment A (Schedule of Services).

26. UNINCORPORATED CONSORTIA

- 26.1 This clause 26 applies only if the SRSS Provider comprises more than one entity.
- 26.2 The SRSS Provider warrants that its governance arrangements are as specified in this Contract as at the Commencement Date.
- 26.3 On the Commencement Date, all the entities that comprise the SRSS Provider appoint the Lead Member as their agent and general representative for the purpose of this Contract.
- 26.4 Without limiting the SRSS Provider's Obligations under this Contract (including under clause 75), the Lead Member may:
 - 26.4.1 exercise some or all of the SRSS Provider's rights;
 - 26.4.2 perform or discharge some or all of the SRSS Provider's Obligations; and
 - 26.4.3 otherwise administer and perform this Contract on behalf of the SRSS Provider including the collection of the Contract Charges.

- 26.5 Without limiting clause 60, the SRSS Provider must not:
- 26.5.1 change its governance arrangements as specified in this Contract;
 - 26.5.2 limit the Lead Member's authority; or
 - 26.5.3 change the Lead Member,
- without the Department's prior written approval.
- 26.6 Nothing in this clause 26 prevents the Department directly communicating with or enforcing each entities' Obligations in respect of each entity comprising the SRSS Provider.

27. MANAGEMENT OF SERVICE PROVIDER PERSONNEL

General

- 27.1 The SRSS Provider must:
- 27.1.1 comply with its human resource management Obligations described in Attachment A (Schedule of Services);
 - 27.1.2 manage its Personnel (including Subcontractors) in a manner designed to ensure the best performance of the Services;
 - 27.1.3 ensure that its Personnel conduct themselves in a professional and ethical manner in undertaking and completing the Services and, in particular, that they demonstrate cross-cultural sensitivity and awareness in their performance of the Services;
 - 27.1.4 ensure that its Personnel are aware of and comply with the APS Values and Code of Conduct and provide the Services in a manner consistent with the APS Values and Code of Conduct; and
 - 27.1.5 ensure that its Personnel comply with:
 - (a) any protocols, codes of conduct procedures or policies specified by the Department from time to time, including those specified in this Contract and Attachment A (Schedule of Services) and the SRSS Operational Procedures Manual;
 - (b) all applicable Obligations of the SRSS Provider under this Contract so as to not place the SRSS Provider in breach of its Obligations under this Contract; and
 - (c) all Laws.
- 27.2 The Department may require particular SRSS Provider Personnel to provide the Services in specific instances (including to ensure the safety and wellbeing of the SRSS Recipient, SRSS Provider and the Department). The SRSS Provider must comply with any such requests.

Removal of Personnel

- 27.3 The Department may, at its absolute discretion, give Notice requiring the SRSS Provider to remove Personnel (including Specified Personnel) from work in respect of the provision of the Services.
- 27.4 The SRSS Provider must provide replacement Personnel acceptable to the Department at no additional cost and at the earliest opportunity.
- 27.5 The unavailability of Personnel for any reason will not limit the SRSS Provider's Obligations to provide the Services under this Contract. Any need to replace any of the SRSS Provider's Personnel (including Specified Personnel) during the course of the Contract will not constitute an act or event that is beyond the reasonable control of the SRSS Provider in meeting the requirements of the Contract.
- 27.6 If the SRSS Provider is unable to provide acceptable replacement Personnel, the Department may terminate this Contract in accordance with the provisions of clause 62.

Disputes with Personnel

- 27.7 If there is any dispute between the SRSS Provider and its Personnel (including Subcontractors) that could adversely affect the performance of the Services, the SRSS Provider must:
- 27.7.1 Notify the Department immediately of the nature of the dispute and of its plans to resolve the dispute; and
- 27.7.2 without limiting any other Obligation under this Contract, observe and implement the reasonable directions of the Department for the purpose of ensuring ongoing delivery of the Services.

SRSS Provider Representative

- 27.8 The SRSS Provider must appoint a SRSS Provider Representative. The SRSS Provider Representative at the Commencement Date is identified in Item 2.
- 27.9 The SRSS Provider Representative is the SRSS Provider's representative in respect of all aspects of the requirements specified in this Contract.

Departmental Representative(s)

- 27.10 The Departmental Representative(s) at the Commencement Date is identified in Item 3.
- 27.11 The Departmental Representative(s) is the Department's representative in respect of all aspects of the requirements specified in this Contract.
- 27.12 Subject to clause 14.4, the Parties acknowledge and agree that not all Notices may be issued by the Departmental Representative(s) and the SRSS Provider must comply with any authorised Notice from the Department even if that Notice has not been issued by the Departmental Representative(s).

Changes to SRSS Provider and Departmental Representative(s)

- 27.13 Each Party must Notify the other Party of any change in the address for Notices, or in the identity of the SRSS Provider Representative or Departmental Representative(s) (as applicable).

28. SPECIFIED PERSONNEL

- 28.1 If the Contract Details set out Specified Personnel, the SRSS Provider agrees that the Specified Personnel must undertake work in respect of the Services as set out in the Contract Details and in accordance with the terms of this Contract.
- 28.2 If Specified Personnel are unable to undertake work in respect of the Services, the SRSS Provider must Notify the Department immediately. The SRSS Provider must provide replacement Specified Personnel acceptable to the Department at no additional cost and at the earliest opportunity.

29. SUBCONTRACTING

- 29.1 The SRSS Provider must not, without the prior written approval of the Department, subcontract the performance of any part of the Services.
- 29.2 Without limiting clause 74, the Department may impose any terms and conditions it considers appropriate when giving its approval under clause 29.1.
- 29.3 The SRSS Provider must make available, on request, details including names of all Subcontractors performing all or part of the Services.
- 29.4 If requested by the Departmental Representative(s), the SRSS Provider must provide a copy of each Subcontract to the Department within the timeframes specified by the Departmental Representative(s).
- 29.5 The Service Provider acknowledges and agrees that the Department may publicly disclose the names of any Subcontractors engaged to perform the Services. The SRSS Provider must inform the Subcontractors that their participation in performing all or part of the Services may be publicly disclosed.

Obligations to flow down to Subcontracts

- 29.6 The SRSS Provider must ensure that any Subcontract for the performance of the Services contains provisions that are equivalent to the Obligations imposed on this SRSS Provider under this Contract, including those in relation to work health and safety, confidentiality, privacy, security, reporting Obligations, disclosures, audit requirements and compliance with Laws and Commonwealth policies.
- 29.7 The SRSS Provider must ensure that, each Subcontract contains a requirement for the Subcontractor to:
- 29.7.1 comply with any direction given by the SRSS Provider to reflect a direction from the Department including about reporting and remedying any defective performance;
- 29.7.2 participate in any quality assurance activities conducted by the Department and to remedy any issues identified by the Department;

- 29.7.3 directly engage and communicate (including to meet) with the Department); and
- 29.7.4 provide all information relating to the Subcontractor's performance of any services, including documentation and financial information, as requested by the Department;
- 29.8 For clarity, the Department will not use its rights to communicate directly with the Subcontractor in respect of Extra Services or performance measurement or quality assurance. The Department will discuss these matters directly with the SRSS Provider.
- 29.9 The Department will take reasonable steps to Notify the SRSS Provider that it intends to directly engage and communicate with the SRSS Provider's Subcontractors in accordance with clause 29.7.3 prior to such engagement and communication occurring.

SECTION D - REPORTING

30. REPORTING

- 30.1 In addition to any specific Obligations in Attachment A (Schedule of Services), the SRSS Provider must:
 - 30.1.1 liaise with the Departmental Representative(s) as required;
 - 30.1.2 comply effectively and efficiently with any reasonable directions or request given by the Departmental Representative(s) in respect of this Contract;
 - 30.1.3 provide any information the Departmental Representative(s) may reasonably require; and
 - 30.1.4 attend meetings with the Department and Other Providers as required by the Department.
- 30.2 In addition to other reporting obligations in the Contract, the SRSS Provider must prepare and provide to the Department the reports specified in, and in accordance with, Attachment A (Schedule of Services) including:
 - 30.2.1 at the times required by Attachment A (Schedule of Services);
 - 30.2.2 in the format required by Attachment A (Schedule of Services) (or in such other format as the Department may Notify to the SRSS Provider from time to time); and
 - 30.2.3 accurately containing all the details described in Attachment A (Schedule of Services) or required by the Department from time to time.
- 30.3 The SRSS Provider must prepare and provide to the Department any other reports as requested by the Department which are relevant to the Services (including in urgent circumstances such as to allow the Department to respond to ministerial or other requests for information about the Services).

SECTION E - PAYMENTS**31. NO CHARGES TO SRSS RECIPIENTS**

- 31.1 The SRSS Provider is not entitled to charge or collect any amount (or any other benefit in kind) from SRSS Recipients in connection with the Services, including for payments made or services performed which are inconsistent with this Contract or the SRSS Operational Procedures Manual, as specified in clauses 7.15 and 7.16 of Attachment B (Contract Charges and Expenses).

32. CONTRACT CHARGES AND EXPENSES

- 32.1 In consideration for the performance by the SRSS Provider of its Obligations under this Contract and subject to the terms of the Contract, the Department must pay to the SRSS Provider:

32.1.1 the Contract Charges; and

32.1.2 the Expenses (if any).

- 32.2 The Department must pay the SRSS Provider the amount owing within 30 days of the receipt of a Correctly Rendered Invoice submitted by the SRSS Provider. If this 30 day period ends on a day that is not a Business Day, payment will be made on the next Business Day.

- 32.3 If there is a dispute as to whether an amount is payable under an invoice, the SRSS Provider must cancel the invoice in dispute and issue a Correctly Rendered Invoice for any undisputed portion of the disputed invoice. The Department must pay a Correctly Rendered Invoice for the undisputed portion of a disputed invoice.

- 32.4 The Contract Charges and Expenses include (unless otherwise agreed by the Department in writing, or are otherwise provided for pursuant to this Contract):

32.4.1 all costs, resources and expenses required by the SRSS Provider to perform the Services, including:

- (a) travel and accommodation costs;
- (b) document reproduction;
- (c) delivery, transportation and courier charges;
- (d) storage and packaging costs;
- (e) insurance costs; and
- (f) telecommunications charges; and

32.4.2 except as provided by clause 35, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Contract.

Department's Right to Delay or Reduce Payment

32.5 Despite anything else in the Contract:

- 32.5.1 the Department is not obliged to pay the Contract Charges for any Services or Deliverables that are not provided in accordance with the Contract or pay any amount that is not payable in accordance with this Contract;
- 32.5.2 the Department may (in addition and without prejudice to any other right it may have) defer payment or reduce the amount of any Contract Charges payable until the SRSS Provider has completed, to the satisfaction of the Department, that part of the Services to which those Contract Charges relates;
- 32.5.3 if the Department pays any amount to the SRSS Provider that is not due, including by making a payment under an improperly rendered or inaccurate invoice, the SRSS Provider must immediately repay that overpayment to the Department; and
- 32.5.4 the Department may set-off any amount the SRSS Provider owes it, including under clause 32.5.3, against any amount the Department owes the SRSS Provider, whether owed actually, contingently or prospectively under this Contract.

Interest

32.6 The Department is not required to pay any interest or penalty in respect of late payments, unless expressly stated in Attachment B (Contract Charges and Expenses).

33. NOT USED

34. INVOICES

Correctly Rendered Invoice

34.1 A Correctly Rendered Invoice means an invoice that:

- 34.1.1 unless specified otherwise in Attachment B (Contract Charges and Expenses), is submitted monthly in arrears;
- 34.1.2 is addressed to the Departmental Representative(s) or such other person Notified to the SRSS Provider;
- 34.1.3 is in a form, whether required by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or otherwise, that enables the Department to claim an input tax credit for any Goods and Services Tax imposed on any taxable supply by the SRSS Provider to the Department;
- 34.1.4 is correctly addressed;
- 34.1.5 is correctly calculated;
- 34.1.6 identifies the amount claimed;

- 34.1.7 where explanation is necessary, is accompanied by documentation substantiating the amount claimed (including from Subcontractors if requested by the Department); and
- 34.1.8 contains the information and meets the requirements for invoices set out in Attachment B (Contract Charges and Expenses).

Submission of Invoices

- 34.2 The SRSS Provider must submit a Correctly Rendered Invoice to the Department for the Contract Charges as they become payable under the Contract, at the times set out in Attachment B (Contract Charges and Expenses).
- 34.3 The SRSS Provider must not submit invoices for Services or Deliverables that have not been delivered to the Department.
- 34.4 If requested by the Department, the SRSS Provider must provide any additional information or clarification in relation to a submitted invoice. If the SRSS Provider fails to provide that additional information or clarification to the Department's satisfaction, the Department may withhold payment of the invoice until the additional information or clarification has been provided to the Department's satisfaction.

35. GST

- 35.1 In this clause 35, capitalised terms have the meaning given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 35.2 A Party must pay GST on a Taxable Supply made to it under this Contract, in addition to any consideration (excluding GST) that is payable for that Taxable Supply and it must do so at the same time and in the same way as it is required to pay the consideration for that Taxable Supply.
- 35.3 A Party making a Taxable Supply to another Party under this Contract must issue a Tax Invoice to the other Party, setting out the amount of the GST payable by that other Party and must do so at the time the other Party is required to pay the consideration for the Taxable Supply.
- 35.4 Subject to clause 35.5, if the SRSS Provider is required under this Contract to indemnify the Department, or either Party is required to make a contribution to the other Party, and the other Party can obtain an Input Tax Credit on an acquisition associated with that indemnity or contribution, the amount the Party is required to pay is:
 - 35.4.1 reduced by the amount of that Input Tax Credit; but
 - 35.4.2 increased by any GST payable by that other Party in respect of the indemnity or contribution.
- 35.5 Despite clause 35.4, the amount of an indemnity or contribution is not reduced by the amount of an Input Tax Credit if that credit has already been taken into account in calculating the amount of the indemnity or contribution. If an Adjustment Event

results in the GST on a Taxable Supply being different from the GST recovered by the supplier, the supplier:

35.5.1 must refund to the other Party any excess; and

35.5.2 may recover from the other Party any shortfall.

35.6 The recovery of any money from the other Party under clause 35.5 is conditional on an Adjustment Note first being given to the other Party.

36. PUBLIC MONEY

36.1 The Parties acknowledge that the SRSS Provider is not required to handle money on behalf of the Department under the Contract but may be required to pay money to SRSS Recipients which will be reimbursed by the Department in accordance with this Contract.

37. BENCHMARKING

37.1 From time to time during the Term, the Department may:

37.1.1 test the market for any or all of the Services; and/or

37.1.2 undertake benchmarking to measure the standards of delivery and cost of the Services in part or in the aggregate to determine if the performance of the SRSS Provider matches and the Contract Charges are competitive with then current market prices and standards of delivery for similar services.

37.2 Benchmarking will be conducted in accordance with the timing and procedures as determined by the Department. The Department will consult the SRSS Provider on these matters and benchmarking which will not occur more than once every twelve months.

37.3 Without limiting the rights of the Department, the Department may release benchmarking results to:

37.3.1 other Commonwealth Agencies or State and Territory agencies;

37.3.2 Ministers and their advisers;

37.3.3 Parliament or parliamentary committees; and

37.3.4 advisers to the Department.

37.4 If the benchmarking shows that the Contract Charges are not priced competitively because they are higher than the average price for charges for similar services, unless the SRSS Provider satisfies the Department that the difference in price is due to the Department's unique requirements and not due to the SRSS Provider's performance:

37.4.1 the SRSS Provider must assist the Department to determine the causes of the benchmarker's findings and proactively seek resolution and an appropriate reduction in the Contract Charges within 60 Business Days or such other period agreed by the Department;

37.4.2 if no resolution is reached:

- (a) the Contract Charges will be reduced by the amount of the excess determined during the benchmarking from the end of the following month;
- (b) the reduced Contract Charges must be reflected in subsequent invoices or may be set-off by the Department against any invoice received under the Contract; and
- (c) the Contract must be updated in accordance with clause 60 to reflect the reduced Contract Charges.

37.5 A dispute in relation to benchmarking must be resolved in accordance with the dispute resolution process set out in this Contract.

SECTION F - MATERIAL AND INTELLECTUAL PROPERTY RIGHTS

38. COMMONWEALTH MATERIAL

- 38.1 The Department must provide to the SRSS Provider the Commonwealth Material as specified or described in Attachment E (Material).
- 38.2 The SRSS Provider must ensure that the Commonwealth Material is used, copied, supplied, or reproduced only for the purposes of this Contract.
- 38.3 The SRSS Provider must ensure that all Commonwealth Material is used strictly in accordance with any conditions or restrictions set out in Attachment E (Material), and any direction by the Department.
- 38.4 Upon the expiration or earlier termination of this Contract, or at any other time Notified by the Department, the SRSS Provider must return to the Department all Commonwealth Material remaining in its possession unless otherwise directed by the Department.

39. INTELLECTUAL PROPERTY - OWNERSHIP MODEL

- 39.1 Item 10 of the Contract Details sets out the ownership model for Intellectual Property Rights in all Contract Material.
- 39.2 If no ownership model is selected in Item 10 of the Contract details:
 - 39.2.1 clause 40 will apply; and
 - 39.2.2 for the avoidance of doubt, no part of clause 41 will apply.
- 39.3 Nothing in clauses 39, 40 or 41 affects the ownership of the Intellectual Property Rights in any:
 - 39.3.1 Commonwealth Material;
 - 39.3.2 Existing SRSS Provider Material;
 - 39.3.3 Third Party Material; or

39.3.4 other Auxiliary Material.

39.4 The SRSS Provider must obtain all necessary Intellectual Property Rights and permissions before using or making available any Third Party Material or other Auxiliary Material for the purposes of this Contract.

39.5 The Department will obtain all necessary Intellectual Property Rights and permissions before making Commonwealth Material available to the SRSS Provider for the purposes of this Contract.

40. COMMONWEALTH OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note This clause applies if specified in Item 10 of the Contract Details or if that item is not completed.]

40.1 All Intellectual Property Rights in all Contract Material vests immediately in the Commonwealth upon its creation.

40.2 Unless otherwise specified in Attachment E (Material), to the extent that the Department needs to use any Auxiliary Material provided by the SRSS Provider to receive the full benefit of Services or Deliverables (including the Contract Material), the SRSS Provider grants to (or must procure for) the Department a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit that Auxiliary Material for any purpose.

40.3 Unless otherwise specified in Attachment E (Material), to the extent that the SRSS Provider needs to use any of the Commonwealth Material or Contract Material for the purpose of performing its Obligations under the Contract, the Commonwealth grants to the SRSS Provider a world-wide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Services.

40.4 The licence in clause 40.3 is subject to:

40.4.1 any limitation, condition or restriction in Attachment E (Material); and

40.4.2 any direction by the Department.

41. SRSS PROVIDER OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

[Note: This clause only applies if specified in Item 10 of the Contract Details.]

41.1 All Intellectual Property Rights in the Contract Material vests or will vest immediately in the SRSS Provider upon its creation.

41.2 Unless otherwise specified in Attachment E (Material), to the extent that the Department needs to use any of the Contract Material or Auxiliary Material provided by the SRSS Provider to receive the full benefit of the Services or the Deliverables (including the Contract Material), the SRSS Provider grants to (or must procure for) the Department a permanent, irrevocable, worldwide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit that Material for any purpose.

- 41.3 If required by the Department, the SRSS Provider must make the Contract Material or Auxiliary Material available to third Parties (including to members of the public) by means of a Creative Commons licence, in accordance with any reasonable direction by the Department.
- 41.4 Unless otherwise specified in Attachment E (Material), to the extent that the SRSS Provider needs to use any of the Commonwealth Material for the purpose of performing its Obligations under the Contract, the Commonwealth grants to the SRSS Provider a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Services.
- 41.5 The licence in clause 41.4 is subject to:
- 41.5.1 any limitation, condition or restriction in Attachment E (Material); and
 - 41.5.2 any direction by the Department.

42. INTELLECTUAL PROPERTY WARRANTY

Warranty

- 42.1 The SRSS Provider represents and warrants that:
- 42.1.1 it is entitled; or
 - 42.1.2 it will be entitled at the relevant time,
- to grant the licences and deal with the Intellectual Property Rights in any Material, including Contract Material, Existing SRSS Provider Material, Third Party Material and any other Auxiliary Material provided by it, in the manner set out in this Contract.

Remedy for breach of warranty

- 42.2 If someone claims, or the Commonwealth reasonably believes that someone is likely to claim, that all or part of a Deliverable or the performance of a Service infringes their Intellectual Property Rights, the SRSS Provider must, in addition to the indemnity under clause 51 and to any other rights that the Commonwealth may have against it, promptly, at the SRSS Provider's expense:
- 42.2.1 use its best efforts to secure the rights for the Commonwealth to continue to use the Deliverables free of any claim or Liability for infringement; or
 - 42.2.2 replace or modify the Service or Deliverables so that the SRSS Provider's provision of it or the Department's use of the relevant Deliverable does not infringe the Intellectual Property Rights of any other person,
- without any degradation of the performance or quality of the Service or Deliverable.

43. MORAL RIGHTS

- 43.1 For the purposes of this clause 43, '**Permitted Acts**' means any of the following classes or types of acts or omissions:

- 43.1.1 using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship;
- 43.1.2 supplementing the Contract Material with any other Material;
- 43.1.3 making any variations to, including additions to or deletions from, the Contract Material; or
- 43.1.4 using the Contract Material in a different context to that originally envisaged,

but does not include those which would infringe the author's right not to have authorship falsely attributed.

43.2 If the SRSS Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Commonwealth or any person claiming under or through the Department.

43.3 If clause 43.2 does not apply, the SRSS Provider must:

- 43.3.1 obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given); and
- 43.3.2 provide the executed original of any such consent to the Department upon request of the Department.

43.4 This clause 43:

- 43.4.1 applies subject to any provision to the contrary in Attachment E (Material); and
- 43.4.2 does not apply to any Commonwealth Material incorporated into the Contract Material.

SECTION G - INFORMATION AND SECURITY

44. CONFIDENTIAL INFORMATION

44.1 The Parties must not, without prior Notice of consent from the other Party:

- 44.1.1 use any Confidential Information of the other Party except for the purposes of this Contract; and
- 44.1.2 disclose any Confidential Information of the other Party to a third party.

44.2 Without limiting clause 74, in giving written consent to use or disclose the Commonwealth's Confidential Information, the Department may impose such conditions as it thinks fit, and the SRSS Provider must comply with those conditions.

44.3 If the SRSS Provider becomes subject to a legal Obligation to provide any Confidential Information of the Department to a third party, the SRSS Provider must immediately:

- 44.3.1 Notify the Department;
 - 44.3.2 take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information; and
 - 44.3.3 assist and cooperate with the Department if the Department seeks to limit or resist the requirement for the Confidential Information to be disclosed.
- 44.4 If the SRSS Provider becomes aware that any Confidential Information of the Department may have been lost, stolen, accessed or used in a manner inconsistent with this clause 44, or any suspected or possible breach of this Contract, the SRSS Provider must:
- 44.4.1 immediately Notify the Department giving details of the suspected or possible breach;
 - 44.4.2 do everything necessary to remedy the unauthorised access to, use or disclosure of the Confidential Information, or to prevent the suspected or possible breach of this clause 44;
 - 44.4.3 comply with all written directions from the Department in relation to the actual, suspected or possible breach of this clause 44; and
 - 44.4.4 give the Department all assistance required in connection with proceedings which the Department may institute against any person for breach of confidence or otherwise.
- 44.5 The SRSS Provider must ensure that each member of its Personnel who may have access to any Confidential Information of the Department is (before being given access to that Confidential Information) briefed on or otherwise made aware of the fact that the wrongful disclosure of, or the misuse of, Confidential Information would be a breach of this Contract.
- 44.6 The Department may at any time require:
- 44.6.1 the SRSS Provider's Personnel; or
 - 44.6.2 any person with a Third Party Interest,
- to give a written undertaking in a form at Attachment K (Confidentiality Deed) or such other form as reasonably required by the Department relating to the use and non-disclosure of the Commonwealth's Confidential Information.
- 44.7 If the SRSS Provider receives a request under clause 44.6, it must promptly arrange for all such undertakings to be given.
- 44.8 The Obligations on the Parties under this clause 44 will not be taken to have been breached to the extent that Confidential Information:
- 44.8.1 is disclosed by a Party in order to comply with Obligations, or exercise rights, under this Contract;
 - 44.8.2 is disclosed by a Party's internal management Personnel, solely to enable effective management or auditing of Contract related activities;

- 44.8.3 is disclosed to any Commonwealth Minister, or the Minister's advisers;
- 44.8.4 without limiting the application of this clause 44.8, is disclosed:
- (a) in order to comply with the requirements of any regulatory body;
 - (b) in order to respond to a request that is made by a Royal Commission, a body undertaking an administrative or statutory review, or an audit or inquiry (whether within or external to the Commonwealth), including a review, audit or inquiry that is conducted by the Commonwealth Auditor-General, the Australian Information Commissioner or the Privacy Commissioner pursuant to clause 58; or
 - (c) in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia;
- 44.8.5 is authorised or required by Law to be disclosed;
- 44.8.6 is shared by the Department within the Department's organisation, or with another agency, where this serves the legitimate interests of the Commonwealth;
- 44.8.7 is in the public domain otherwise than due to a breach of this clause 44; or
- 44.8.8 without limiting this clause 44, was not disclosed by the SRSS Provider to, or held by, the Department under an Obligation of confidentiality.
- 44.9 Where a person discloses Confidential Information to another person pursuant to clauses 44.8.1, 44.8.2, 44.8.3, or 44.8.4, the disclosing person must notify the receiving person that the information is confidential.
- 44.10 The Obligations under this clause 44 continue after the expiry or termination of this Contract unless specified otherwise in relation to particular Confidential Information in Attachment C (Confidential Information).

Reporting Obligations and Disclosures

- 44.11 The SRSS Provider permits the disclosure of information related to this Contract for various reporting and Commonwealth disclosure Obligations. These disclosures include:
- 44.11.1 disclosure of procurement information for the Department's annual reporting purposes;
 - 44.11.2 disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for Official Witnesses before Parliamentary Committees and Related Matters;
 - 44.11.3 disclosure of information consistent with *the Freedom of Information Act 1982* (Cth);

- 44.11.4 disclosure of discoverable information that is relevant to a case before a court; and
 - 44.11.5 disclosure of information as required under other Law or Commonwealth policy.
- 44.12 The SRSS Provider must provide all reasonable assistance to the Department with regard to the release of the SRSS Provider's Confidential Information where disclosure may be required for the purposes of the Department's Parliamentary reporting and accountability Obligations.

45. PROTECTION OF PERSONAL INFORMATION

Application of Clause

- 45.1 This clause 45 applies only to the extent that the SRSS Provider deals with Personal Information in providing the Services under this Contract.

Interpretation of this clause

- 45.2 In this clause 45, the following terms have the same meaning as they have in the *Privacy Act 1988* (Cth) (the **Privacy Act**):
- 45.2.1 an agency;
 - 45.2.2 overseas recipient;
 - 45.2.3 APP code;
 - 45.2.4 CR code;
 - 45.2.5 contracted service provider; and
 - 45.2.6 APPs (Australian Privacy Principles).

Obligations of SRSS Provider in relation to Personal Information

- 45.3 The SRSS Provider acknowledges that it is a contracted service provider and agrees, in providing the Services under this Contract:
- 45.3.1 to use or disclose Personal Information obtained in the course of providing Services under this Contract only for the purposes of this Contract;
 - 45.3.2 to carry out and discharge the Obligations contained in the APPs as if it were an agency;
 - 45.3.3 not to do any act or engage in any practice which, if done or engaged in by an agency, would be a breach of an APP;
 - 45.3.4 to comply with the APPs, any registered APP Code or registered CR Code that is applicable to the SRSS Provider;
 - 45.3.5 to comply with APP 5 by notifying the individuals where Personal Information is being, or has been collected about the individuals. Unless

otherwise provided by the Privacy Act, the SRSS Provider must notify or make the individual/s aware that important information about the collection, use and disclosure (to other agencies and third parties, including overseas entities) of Personal Information, including sensitive information, can be located in the Department's Privacy Notice Form (Form 1442i);

- 45.3.6 not to use or disclose Personal Information in breach of APP 7 (Direct marketing) of the Privacy Act (where applied to the SRSS Provider), unless the information was collected for the purpose of meeting, directly or indirectly, an Obligation under this Contract; and the use or disclosure is necessary to meet, directly or indirectly, such an Obligation under this Contract;
- 45.3.7 to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with a registered APP code binding a party to the Contract or with an APP);
- 45.3.8 to comply with the APPs in relation to the collection, use, disclosure, storage and destruction or de-identification of Personal Information, when disclosure is made to an overseas recipient;
- 45.3.9 to ensure that if disclosure is made to an overseas recipient, the overseas recipient implements a data breach response plan which includes a mechanism for notifying the Department where there are reasonable grounds to suspect a data breach and outlines appropriate remedial action;
- 45.3.10 to Notify individuals whose Personal Information is held by SRSS Provider or Subcontractor, as the case may be, of the complaints mechanism outlined in the Privacy Act that may apply to the SRSS Provider;
- 45.3.11 to Notify the Department immediately if the SRSS Provider:
 - (a) becomes aware of a breach or possible breach of any of the Obligations contained in, or referred to in, this clause 45, whether by the SRSS Provider or a Subcontractor;
 - (b) becomes aware that a disclosure of Personal Information may be required by law; or
 - (c) is approached by the Information Commissioner, or by any individual to whom any Personal Information held by the SRSS Provider or Subcontractor relates, in respect of Personal Information;
- 45.3.12 to cooperate with any reasonable request or direction of the Department in relation to an inquiry, audit or other exercise of powers and functions, by the Information Commissioner under the Privacy Act;
- 45.3.13 to comply with any directions, guidelines, determinations or recommendations relating to the use or disclosure of Personal Information publicly available or Notified to the SRSS Provider by the Department; and

- 45.3.14 to ensure that all Personnel required to deal with Personal Information for the purposes of this Contract are made aware of the Obligations of the SRSS Provider set out in this clause 45.
- 45.4 The SRSS Provider must ensure that any Subcontract entered into by the SRSS Provider for the purpose of fulfilling its Obligations under this Contract imposes on the Subcontractor the same Obligations that the SRSS Provider has under this clause 45 (including this requirement in relation to Subcontracts).
- 45.5 The provisions of this clause 45 survive termination or expiration of this Contract.

Change of Law

- 45.6 The SRSS Provider:
- 45.6.1 undertakes to comply, at no additional cost to the Department, with any changes to the Privacy Act which may come into force during the Term; and
- 45.6.2 undertakes to agree to the making of changes to this clause 45 which are required to reflect any such changes in the Privacy Act.
- 45.7 The provisions of this clause 45 survive termination or expiration of this Contract.

SRSS Recipient involvement in research

- 45.8 If the SRSS Provider receives a request from a third party for SRSS Recipient involvement in any research, survey, review or data collection activities, the SRSS Provider must obtain the SRSS Recipient's consent prior to agreeing to arranging the SRSS Recipient's involvement or providing any information about the SRSS Recipient.
- 45.9 The SRSS Provider must promptly report to the Department all third party requests for SRSS Recipient involvement in any research, survey, review or data collection activities. The SRSS Provider must ensure that Unaccompanied Minors do not participate in any research, survey, review or data collection activities without the Department's prior written approval.

46. SECURITY REQUIREMENTS

- 46.1 In this clause 46:

Official Information means any information developed, received or collected by or on behalf of the Commonwealth of Australia through its agencies and contracted providers;

Official Resources includes:

- (a) Official Information;
- (b) people who work for or with the Commonwealth; and
- (c) assets belonging to (even if in the possession of contracted Contractors) or in the possession of the Commonwealth;

Protective Security Policy Framework means the Australian Government Protective Security Policy Framework as amended from time to time;

Security Classified Information means Official Information that, if compromised, could have adverse consequences for the Commonwealth; and

Security Incident means a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.

General Security Obligations

- 46.2 The SRSS Provider must ensure that its Personnel comply with:
- 46.2.1 all relevant security requirements specified in the Australian Government Protective Security Framework;
 - 46.2.2 the security requirements specified Attachment A (Schedule of Services); and
 - 46.2.3 any variations or additions to these security requirements that the Commonwealth (in its absolute discretion) Notifies the SRSS Provider in writing, from the date specified in the Notice (or five Business Days after it receives the Notice if no date is specified).
- 46.3 The SRSS Provider acknowledges that in performing the Contract, it may become subject to certain statutory provisions relating to security and security issues, and must ensure that its Personnel are aware of, and comply, with those statutory provisions.
- 46.4 Subject to clause 60, the SRSS Provider may apply to the Department for a variation in the Contract Charges if the SRSS Provider can substantiate that changes to the security requirements pursuant to clause 46.2.3 have cost implications for it.

Personnel Security

- 46.5 The SRSS Provider must obtain prior written authorisation from the Department for any Personnel who may be required to:
- 46.5.1 enter secure areas in the Department's building or places;
 - 46.5.2 work with Commonwealth Personnel for extended periods;
 - 46.5.3 have access to Security Classified Information, or valuable assets; or
 - 46.5.4 hold a particular kind of security clearance that the Department Notifies to the SRSS Provider.
- 46.6 The SRSS Provider must ensure that all Personnel proposed for authorisation under clause 46.5:
- 46.6.1 are of good fame and character;
 - 46.6.2 are properly qualified for the tasks they are to perform; and

- 46.6.3 will act in all circumstances in a fit and proper manner while they are carrying out work under this Contract.
- 46.7 The SRSS Provider must provide any information the Department reasonably requests to enable the Department to investigate whether particular Personnel should be authorised under clause 46.5.
- 46.8 The Commonwealth must Notify the SRSS Provider of:
 - 46.8.1 the Personnel who have been granted authorisation under clause 46.5 (**Authorised Persons**);
 - 46.8.2 the type and level of Commonwealth security clearance (if any) given to each Authorised Person; and
 - 46.8.3 the period during which the authorisation is effective; and
 - 46.8.4 the Personnel who have not been granted authorisation.
- 46.9 The SRSS Provider must acknowledge receipt of any Notice provided under clause 46.8 by signing and returning a copy of the Notice to the Department.
- 46.10 The SRSS Provider must promptly Notify the Department of any change in an Authorised Person's circumstances that, in the SRSS Provider's reasonable opinion, is likely to affect the Commonwealth's authorisation of that person.
- 46.11 The Commonwealth may, at any time, on reasonable grounds, without any liability whatsoever, withdraw, limit or suspend its authorisation of a particular person, and if it does so, must Notify the SRSS Provider.
- 46.12 If the Department gives a Notice under clause 46.11, the SRSS Provider must, upon request by the Department, propose and make available another person for authorisation by the Commonwealth under clause 46.5 within a reasonable time and without inconvenience or cost to the Commonwealth.
- 46.13 The Department may, from time to time, Notify the SRSS Provider that particular Personnel must hold a particular level of Commonwealth security clearance and the SRSS Provider must comply with, and ensure its Personnel act in accordance with, that Notice.
- 46.14 Unless otherwise specified in Attachment B (Contract Charges and Expenses), the SRSS Provider is responsible for all costs associated with obtaining security clearances or obtaining authorisation under this clause 46.

Information Security

- 46.15 The SRSS Provider must not permit any of its Personnel to have any access to Security Classified Information unless:
 - 46.15.1 the relevant person has been cleared to the appropriate security level;
 - 46.15.2 the Commonwealth has given prior written authorisation; and

- 46.15.3 the relevant person has undergone any training specified in Attachment A (Schedule of Services) relating to access and use of Security Classified Information.
- 46.16 The SRSS Provider must inform the Department immediately if it becomes aware that any unauthorised person has had access to Security Classified Information.
- 46.17 The SRSS Provider must not perform any part of the Services outside Australia, or transfer Security Classified Information outside Australia, without the Department's prior written approval.
- 46.18 The SRSS Provider must ensure that any access its Personnel have to the Department's systems or information (including information in relation to SRSS Recipients) immediately cease upon that Personnel ceasing to be an employee or contractor of the SRSS Provider or no longer have a requirement to access such information.

Physical Security

- 46.19 The SRSS Provider may only access the Department's premises if it:
 - 46.19.1 has the Department's written authorisation; and
 - 46.19.2 complies with the Department's requirements set out in this Contract or otherwise Notified by the Department including any directions or procedures in relation to security and workplace safety that apply to those premises.
- 46.20 The SRSS Provider must ensure that its Personnel safeguard any keys or passes or other Material detailing access arrangements that are provided to the SRSS Provider for the purposes of this Contract.
- 46.21 The SRSS Provider must protect any Official Resources it possesses or controls to the same extent as if it were the Commonwealth, including ensuring that unauthorised persons cannot access any Official Information.

Security Reports

- 46.22 The SRSS Provider must Notify the Department immediately if it becomes aware that a Security Incident has occurred.
- 46.23 The SRSS Provider must supply written security reports to the Department in a form and at the times specified in Attachment A (Schedule of Services) or as otherwise Notified by the Department, including the following information:
 - 46.23.1 all Security Incidents, including steps taken by the SRSS Provider to address these;
 - 46.23.2 perceived security problems;
 - 46.23.3 where appropriate, recommendations for security improvements;
 - 46.23.4 proposed and actual changes of Personnel; and

46.23.5 any other information which the Department reasonably requires.

Training

46.24 The SRSS Provider must, upon request by the Department, ensure that its Personnel undertake the training specified in Attachment A (Schedule of Services) or as Notified by the Department.

SECTION H - RISKS

47. DELAY AND EXCUSABLE EVENTS

Notification of delays

47.1 The SRSS Provider must, on becoming aware that it will be unable to meet an Obligation in relation to delivery of the Services or Deliverables, or any other Obligation under the Contract (including compliance with Performance Measures), promptly Notify the Department and provide details of the cause of the anticipated delay or failure and of the SRSS Provider's proposal for managing and minimising the delay or failure.

Extension of time

47.2 Without limiting the Parties' Obligations to minimise and manage risk in accordance with the Contract, if the SRSS Provider is delayed in the provision of the Services or Deliverables and the event giving rise to the delay is an Excusable Event, the SRSS Provider may request an extension of time for the provision of the Services or Deliverables for the period the SRSS Provider was delayed or prevented from providing those Services or Deliverables in accordance with the variation procedures in clause 60 if required.

47.3 If the Department grants any extension of time (which it may do in its sole discretion), the Parties may vary the Contract in accordance with the variation procedures in clause 60 if required.

Effect of Excusable Event on Performance Measures

47.4 An Excusable Event will be taken into account in measuring the SRSS Provider's performance against the Performance Measures specified in Attachment A (Schedule of Services) only to the extent it affects any applicable Performance Measures.

47.5 The SRSS Provider must obtain the Department's approval in writing of a claim that circumstances preventing achievement of a Performance Measure(s) is an Excusable Event, and must provide Notice of the details of the relevant Excusable Event before the Excusable Event may be:

47.5.1 taken into account in calculating the SRSS Provider's performance against a Performance Measure or calculating a Contract Rebate; or

47.5.2 incorporated by the SRSS Provider into the reporting of the SRSS Provider's performance against a Performance Measure.

- 47.6 Subject to the Department giving written approval of a claim for relief, if the SRSS Provider believes an Excusable Event has prevented (or is preventing) it from achieving a Performance Measure(s), the Department may:
- 47.6.1 grant an extension of the permissible time for complying with the Performance Measure(s) by the length of the period of prevention directly caused by the Excusable Event; or
 - 47.6.2 if the prevention is ongoing, waive the requirement to comply with that Performance Services for the period of the prevention or grant such other relief as may be appropriate in the circumstances.

Excusable Events

- 47.7 For the purposes of this clause 47 and subject to clause 47.8, an Excusable Event is:
- 47.7.1 a fire, flood, earthquake, elements of nature or act of God;
 - 47.7.2 a riot, civil disorder, rebellion or revolution;
 - 47.7.3 an Australian Government delay in passing any appropriation bills; and
 - 47.7.4 any of the following events:
 - (a) wilfully wrong or unlawful conduct of the Department or Department Personnel; or
 - (b) a failure caused by action of any Department Personnel, except if the Department Personnel are acting in accordance with the SRSS Provider's direction and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure.
- 47.8 An event specified in clause 47.7 will only be an Excusable Event if, and to the extent, it:
- 47.8.1 is beyond the SRSS Provider's reasonable control (including being beyond the reasonable control of the subcontractors of or suppliers to the SRSS Provider);
 - 47.8.2 could not have reasonably been contemplated by the SRSS Provider; or
 - 47.8.3 is caused by the Department and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure.

48. CONFLICT OF INTEREST

- 48.1 In this clause 48:

Conflict means any matter, circumstance, interest, or activity affecting the SRSS Provider (including its Personnel) which may or may appear to impair the ability of

the SRSS Provider to provide the Services to the Department diligently and independently.

- 48.2 The SRSS Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict that has not been disclosed to the Department exists or is likely to arise in the performance of its Obligations under this Contract by itself or by any of its Personnel.
- 48.3 The SRSS Provider must not, and must ensure that its Personnel do not, engage in any activity that is likely to give rise to a Conflict.
- 48.4 If a Conflict arises, or appears likely to arise, during the Term the SRSS Provider must:
 - 48.4.1 Notify the Department immediately;
 - 48.4.2 make full disclosure of all relevant information relating to the Conflict; and
 - 48.4.3 take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- 48.5 If the SRSS Provider is unable or unwilling to resolve or deal with a Conflict to the satisfaction of the Department, the Department may terminate this Contract in accordance with clause 62.

49. RISK MANAGEMENT AND BUSINESS CONTINUITY

- 49.1 The SRSS Provider must, in relation to the performance of the Services:
 - 49.1.1 implement appropriate risk management strategies;
 - 49.1.2 act in accordance with generally recognised best practice risk management standards in its industry;
 - 49.1.3 maintain regular backup copies of all software and databases used in provision of the Services;
 - 49.1.4 protect against the introduction of any computer virus or malicious code and against effects of any such virus or malicious code;
 - 49.1.5 maintain and upgrade the business continuity plan and disaster recovery procedures and plans and provide these plans to the Department upon request; and
 - 49.1.6 maintain an appropriate risk register and risk treatment schedule.
- 49.2 The SRSS Provider must comply with any additional risk management measures specified in Attachment A (Schedule of Services) and Attachment F (Additional Risk Management Measures), including any:

- 49.2.1 requirement to prepare and/or comply with a risk management plan or business continuity plan; and
- 49.2.2 any provisions giving the Commonwealth rights necessary to ensure continued provision of the Services in the event of default or likely default (known as 'step-in rights').
- 49.3 The SRSS Provider must comply with, and must ensure that all Subcontractors comply with, the SRSS Provider's risk management strategies and plans in the performance of the Services, including any additional requirements under Attachment A (Schedule of Services) and Attachment F (Additional Risk Management Measures).

50. WARRANTIES

Application of general warranties

- 50.1 The general warranties provided under this clause 50:
 - 50.1.1 will survive the termination or expiry of this Contract; and
 - 50.1.2 are in addition to, do not limit and are not limited by any other warranties provided by the SRSS Provider under this Contract.

SRSS Provider has informed itself

- 50.2 The SRSS Provider warrants, represents and undertakes that:
 - 50.2.1 it has and will be deemed to have done everything possible to inform itself fully and completely as to:
 - (a) the requirements in this Contract;
 - (b) the Law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of performing this Contract; and
 - (c) all things necessary for delivery and management of this Contract and the performance of the SRSS Provider's Obligations under this Contract;
 - 50.2.2 it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations; and
 - 50.2.3 it does not rely on any representation, warranty, condition or other conduct, information, statement or document which may have been made by the Department or any person purporting to act on behalf of the Department in entering into this Contract, other than an express warranty contained in this Contract.

SRSS Provider's right to grant licences

- 50.3 The SRSS Provider warrants, represents and undertakes that it has:

- 50.3.1 the right to grant all licences granted pursuant to this Contract;
- 50.3.2 will have at the time it provides accommodation to an SRSS Recipient, all necessary rights, title and interests in that accommodation to provide the SRSS Recipient with quiet enjoyment of the accommodation; and
- 50.3.3 the right or consent of all relevant owners or licensors of all relevant third Party rights needed for the provision of the Services.

SRSS Provider's right to enter this Contract

50.4 The SRSS Provider warrants and represents that:

- 50.4.1 it has the right to enter into this Contract;
- 50.4.2 it has:
 - (a) full corporate power and authority; and
 - (b) all rights, title, licences, interests and property necessary, to lawfully enter into, perform and observe its Obligations under this Contract;
- 50.4.3 the execution, delivery and performance of this Contract has been duly and validly authorised by all necessary corporate action; and
- 50.4.4 the SRSS Provider's signing, delivery and performance of this Contract does not constitute:
 - (a) a violation of any judgment, order or decree;
 - (b) a material default under any agreement which relates in any way to the provision of the Services; or
 - (c) an event that would, with notice or lapse of time, constitute such a default.

SRSS Provider skill and quality

50.5 The SRSS Provider represents and warrants that it has, and its Personnel have, and they will both continue to have and to use, the skills, qualifications and experience to perform the Services in a skilful, diligent, responsive, professional, efficient and controlled manner, with a high degree of quality and to a standard that complies with this Contract and meets the Department's requirements in full.

SRSS Provider's disclosure of proceedings and matters

50.6 The SRSS Provider warrants, represents and undertakes that it has disclosed in writing prior to the Commencement Date any matter that may affect the SRSS Provider's reputation or capability or ability to perform and fulfil its Obligations under this Contract, including:

- 50.6.1 any relevant litigation, arbitration, mediation, conciliation, proceeding or investigation that is taking place, pending or threatened (either in Australia or overseas); and
- 50.6.2 any relevant matters relating to the commercial, technical or financial capacity of the SRSS Provider or of any Subcontractor proposed to be engaged in respect of this Contract.

SRSS Provider's compliance with Australian Government Policy

50.7 The SRSS Provider warrants, represents and undertakes that:

- 50.7.1 it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);
- 50.7.2 it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment account; and
- 50.7.3 it is not named, and none of its Personnel are named, on the list of persons designated as terrorists for the purposes of the *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth).

Third party warranties

50.8 If the SRSS Provider supplies any items that have been procured from a third party, or that incorporate or rely on goods or services that have been procured from a third party, the SRSS Provider assigns to the Department, to the extent permitted by Law, the benefits of any warranties given by the third party. This assignment does not in any way relieve the SRSS Provider of the Obligation to comply with warranties offered directly by the SRSS Provider under this Contract.

Department's right to enter this Contract

50.9 The Department warrants that it has the right and authority to enter into this Contract.

51. INDEMNITY

- 51.1 The SRSS Provider must at all times indemnify the Department and its Personnel and any SRSS Recipient (**those indemnified**) from and against any:
 - 51.1.1 Loss or Liability incurred;
 - 51.1.2 Loss of or damage to property of those indemnified or any other person;
 - 51.1.3 Loss incurred in dealing with any claim against those indemnified including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department; or
 - 51.1.4 Loss arising out of, or as a consequence of, the personal injury or death of any person,

arising from:

- 51.1.5 any negligent act or omission by the SRSS Provider or its Personnel in connection with this Contract;
- 51.1.6 any breach by the SRSS Provider of its Obligations or warranties under this Contract;
- 51.1.7 any incorrect or incomplete provision of data or information whether by input into the Department's IT systems or otherwise;
- 51.1.8 any unauthorised use or disclosure by the SRSS Provider, its Personnel, or Subcontractors of Personal Information held or controlled in connection with this Contract; or
- 51.1.9 the use by those indemnified of the Contract Material or Auxiliary Material provided by the SRSS Provider (including in respect of any infringement of Intellectual Property Rights in that Material).

irrespective of whether there was fault on the part of the person whose conduct gave rise to that Liability or Loss.

- 51.2 The SRSS Provider's Liability to indemnify the Department under clause 51.1 will be reduced proportionately to the extent that any breach of this Contract by the Department or any act or omission involving fault on the part of the Department contributed to the relevant Liability or Loss.
- 51.3 The right to be indemnified under clause 51.1 is in addition to, and not exclusive of, any other right, power or remedy provided by Law.
- 51.4 This clause 51 will survive seven years from the expiration or termination of this Contract.

Rights held on trust

- 51.5 Where an indemnity in this clause 51 provides a benefit to a person who is not a Party to the Contract (including SRSS Recipients), that benefit will be held on trust for that person by the Department through whom those rights are obtained and that benefit may be exercised by the person as beneficiary under the trust or on their behalf by the Department as trustee.

52. LIABILITY

Limitation

- 52.1 The liability of each Party arising out of or in connection with this Contract (including any indemnity) is, subject to clause 52.2, limited to the amount specified in Item 11 of the Contract Details.
- 52.2 Unless specified otherwise in Item 11 of the Contract Details, any limit on the liability of each Party under clause 52.1 does not apply in relation to liability relating to:
 - 52.2.1 personal injury (including sickness and death);

- 52.2.2 loss of, or damage to, tangible property;
 - 52.2.3 any infringement of Intellectual Property Rights;
 - 52.2.4 a breach of any Obligation of confidentiality, security matter or privacy;
or
 - 52.2.5 any breach of any Law or any wilfully wrong act or omission, including, in the case of the SRSS Provider, any act or omission that constitutes repudiation of this Contract.
- 52.3 Unless specified otherwise in Item 11 of the Contract Details, the limitation of liability in clause 52.1 applies in respect of each single occurrence or a series of related occurrences arising from a single cause.

Review of limitation

- 52.4 The Parties acknowledge that the limitation of liability specified in Item 11 of the Contract Details may be subject to review in the event that this Contract is varied or extended.
- 52.5 Without limiting the Department's rights under clause 4.2, for the avoidance of doubt, a Party may require a review of the limitation of liability specified in Item 11 of the Contract Details as a condition of its acceptance to a variation request under clause 60, but only for the purpose of achieving a proportionate adjustment to reflect any alteration to that Party's risk exposure arising out of that variation.

Contribution

- 52.6 The liability of a Party (**Party A**) for any Losses incurred by another Party (**Party B**) will be reduced proportionately to the extent that:
- 52.6.1 any negligent act or omission of Party B (or of its Subcontractors or Personnel); or
 - 52.6.2 any failure by Party B to comply with its Obligations and responsibilities under this Contract,
- contributed to those Losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of this Contract.

53. GUARANTEES

Performance Guarantee

- 53.1 The SRSS Provider must provide within ten Business Days of the date of Notification by the Department of its requirement for a performance guarantee in the form set out at Attachment H (Performance Guarantee) or an alternative form agreed by the Department.
- 53.2 The purpose of the performance guarantee is to ensure the due performance of this Contract by the SRSS Provider and, in the event of default, for the SRSS Provider's Guarantor to perform the Contract on behalf of the SRSS Provider.

- 53.3 The Department may terminate this Contract if a properly executed performance guarantee is not provided to the Department in accordance with this Contract within 20 Business Days of the date of Notification by the Department.

Financial Undertaking

- 53.4 The SRSS Provider must, at its expense, provide to the Department, within ten Business Days of the date of written Notification by the Department of its requirement of security in the form of an unconditional and irrevocable banker's undertaking which must be:

53.4.1 executed by a financial institution approved by the Department and be stamped (if required);

53.4.2 materially in the form of the undertaking appearing at Attachment I (Financial Undertaking), or an alternative form agreed by the Department; and

53.4.3 for the sum as Notified by the Department.

- 53.5 The Financial Undertaking is for the purpose of ensuring the due and proper performance of this Contract by the SRSS Provider and the Department may (without reference to the SRSS Provider) demand any sum under that banker's security from the financial institution referred to in clause 53.4 in respect of:

53.5.1 amounts owed to the Department by the SRSS Provider;

53.5.2 damages suffered by the Department and its Personnel as a result of a breach of the Contract by the SRSS Provider; and

53.5.3 any Loss suffered by the Department and its Personnel that is the subject of an indemnity under the Contract.

- 53.6 If the Financial Undertaking is subject to a time limit, and the Term of the Contract is extended beyond that time limit, the SRSS Provider must, prior to the commencement of that extension, provide to the Department a further Financial Undertaking in accordance with clause 53.4 for a period that continues for the relevant Term or such longer period as is reasonably requested by the Department.

- 53.7 The Department may terminate this Contract if a properly executed Financial Undertaking is not provided to the Department in accordance with this Contract within 20 Business Days of the date of Notification by the Department.

54. NOVATION AND CONTRACTING RIGHTS FOR SUBCONTRACTORS

- 54.1 The Department may, at any time, Notify the SRSS Provider that some or all Subcontractors must:

54.1.1 enter into a direct contractual relationship with the Department; or

54.1.2 novate the Subcontract to the Department for the scope of the Services provided by the Subcontractor as nominated by the Department

- 54.2 Upon receiving a Notice in accordance with clause 54.1.2, the SRSS Provider must, at no additional cost to the Department, promptly arrange for the agreements with the Subcontractor(s) identified in the Notice to be novated or assigned to the Department (as determined by the Department) using the deed of novation or assignment set out in Attachment J (Subcontractor Novation Deed).
- 54.3 Without limiting the SRSS Provider's Obligations to co-ordinate and manage Other Providers, upon completion of any novation of a Subcontract, the SRSS Provider must continue to provide the Services not affected by the novation of the Subcontracts(s) in accordance with this Contract.
- 54.4 The SRSS Provider must ensure that its contractual arrangements with Subcontractors incorporate pre-agreed provisions for novation or assignment of those arrangements that are consistent with this Contract and from the SRSS Provider to the Department, at no additional cost to the Department.
- 54.5 This clause 54 applies equally to any leases entered by the SRSS Provider for the purposes of the Services and the SRSS Provider must ensure that it has, or is able to, obtain all necessary consents to permit any lease to be transferred to the Department or its nominee and otherwise perform all required transactions (and meet all applicable costs) to effect or permit this occur.

55. INSURANCE

Obligation to maintain insurance

- 55.1 In connection with the provision of the Services, the SRSS Provider must have and maintain for the Term, valid and enforceable insurance policies of the types for the amounts set out in Item 14 of the Contract Details.
- 55.2 The insurance policies referred to in clause 55.1 must be maintained for the Term unless specified otherwise in Item 14 of the Contract Details.

Certificates of currency

- 55.3 The SRSS Provider must:
- 55.3.1 upon request by the Department; and
- 55.3.2 promptly after each required insurance policy is renewed,
- provide proof that it has insurance required under this clause 55 to the Department.

56. STEP-IN RIGHTS

- 56.1 Without prejudice to any other right or remedy which the Department may have under the Contract, at common law or under any Law, if a Trigger Event occurs the Department may, at its option, give a Notice (**Step-In Notice**) to the SRSS Provider.
- 56.2 A Trigger Event occurs if:
- 56.2.1 any default or non-performance by the SRSS Provider under this Contract occurs which substantially prevents, hinders, degrades or delays

the performance of any critical function of the Department or the SRSS Programme for more than 48 consecutive hours;

- 56.2.2 any default or non-performance by the SRSS Provider under this Contract occurs which causes a delay in meeting a milestone that is, in the Department's reasonable opinion, a critical milestone;
- 56.2.3 in the Department's reasonable opinion there has been:
 - (a) substantial non-performance by the SRSS Provider of its Obligations under this Contract including delay;
 - (b) gross mismanagement by the SRSS Provider or other event which gives rise to a material risk of a disruption to the provision of the Services under the Contract and the SRSS Provider does not commence to remedy the relevant event within 24 hours of being given Notice by the Department requiring the SRSS Provider to remedy the relevant event or fails to remedy the relevant event within twenty (20) Business Days (or such longer period as agreed by the Department) after being given that Notice; or
 - (c) the SRSS Provider seeks to terminate this Contract other than in accordance with its legal rights under the Contract or at Law, or otherwise repudiates or abandons the Contract.

Upon giving Step-In Notice

56.3 Upon giving a Step-In Notice to the SRSS Provider:

- 56.3.1 the Department or its nominee may take control of that part or the whole of the provision of the Services in question as is necessary to exercise the step-in rights under this clause and to remedy the Trigger Event;
- 56.3.2 the Department may obtain similar services elsewhere or make any other arrangements considered necessary by the Department; and
- 56.3.3 the SRSS Provider must provide all reasonable assistance to the Department or its nominee wherever and however reasonably possible to ensure that the Department is able to take the steps permitted under this clause, including:
 - (a) the grant of royalty-free licences to the Department to:
 - (i) access the relevant part of the SRSS Provider's facilities and use the SRSS Provider's equipment, furnishings and fittings; and
 - (ii) use any documentation and software, including Intellectual Property Rights in that documentation and software, or other Material or intellectual property in respect of which the SRSS Provider has the necessary ownership or usage rights, needed for

the exercise of the Department's rights under this clause;

- (b) providing the Department or its nominee with access to, and the use of, relevant Personnel of the SRSS Provider for no additional Charges; and
- (c) ensuring that the Department or its nominee is able to assist the SRSS Provider to continue to meet the SRSS Provider's ongoing Contractual or other Obligations (other than Obligations arising under this Contract) that relate to the SRSS Provider's activities affected by the Step-In Notice, without any liability accruing to the Department or its nominee in respect of those Obligations (but without limitation to this clause).

56.4 Upon the Department or its nominee exercising any of its rights under this clause, the SRSS Provider's Obligations under the Contract to provide the Services being provided by the Department, or in respect of which the Department is exercising its rights under this clause, are suspended to the extent and for such period as is necessary to permit the Department to exercise those rights.

Cost of exercising Step-In Rights

- 56.5 If the Department exercises its rights under this clause, the Department will be entitled to retain from the Charges an amount equal to its or its nominee's reasonable costs and any necessary capital expenditure (**Reasonable Costs**) required in exercising those rights and, where appropriate, providing the relevant part of the Services.
- 56.6 If the Reasonable Costs calculated in accordance with clause 56.5 exceed the Charges, the Department or its nominee may recover from the SRSS Provider the difference between the Reasonable Costs and the Charges that would otherwise have been payable to the SRSS Provider for those Services.
- 56.7 The Charges payable by the Department to the SRSS Provider during the period in which the Department exercises its rights under this clause will be the amount payable under the Contract, after taking into account any rights the Department may have to set off, retain or recover the Charges in the Contract, including the Reasonable Costs.

Cessation of Step-In Rights

- 56.8 The Department must cease to exercise its rights under this clause if:
- 56.8.1 the Trigger Event is satisfactorily remedied or resolved; and
 - 56.8.2 the Department is reasonably satisfied that there is no longer a material risk to the performance of this Contract.

Termination by the Department

- 56.9 If the event giving rise to the Trigger Event has not been remedied or resolved within a period of 40 Business Days from the date that the Step-In Notice was given, or such later date for remedy or resolution agreed to by the Department and the SRSS Provider, the Department may terminate the Contract in accordance with this clause.

- 56.10 If the Contract is terminated in the circumstances referred to in clause 56.9, the SRSS Provider is not entitled to any termination compensation or payment whatsoever, including any payment in relation to the remaining period of this Contract.

Other matters

- 56.11 No action of the Department or its nominee under this clause limits or otherwise affects the SRSS Provider's liability to the Department with respect to any default or non-performance by, or other liability of, the SRSS Provider under the Contract.
- 56.12 The SRSS Provider's liability under this clause will be reduced proportionately to the extent that any tortious (including negligent), unlawful act or omission or wilful misconduct of the Department or its nominee caused or contributed to the Loss.

SECTION I - ACCESS AND AUDIT

57. BOOKS AND RECORDS

- 57.1 The SRSS Provider must at all times, and must ensure its Subcontractors, maintain full, true, accurate and up-to-date accounts and records relating to this Contract (and keep all receipts and other evidence of expenses). Such accounts and records must:
- 57.1.1 include appropriate audit trails for transactions performed;
 - 57.1.2 record all receipts and expenses in relation to the performance of the Services;
 - 57.1.3 record all other matters on which the SRSS Provider is required to report by this Contract;
 - 57.1.4 be kept in a manner that permits them to be conveniently and properly audited, and enables the Contract Charges and any other amounts payable to be determined;
 - 57.1.5 comply with any applicable Australian Accounting Standards; and
 - 57.1.6 be made available to the Department (including by Subcontractors) as required for monitoring and reviewing the performance of the SRSS Provider's Obligations under this Contract, including being available for audit and access in accordance with clauses 58 and 59 (and such information may be requested to be provided to substantiate any invoice submitted by the SRSS Provider).
- 57.2 The SRSS Provider must securely retain, and require its Subcontractors to securely retain, for a period of seven years after termination or expiration of this Contract, all accounts and records referred to in clause 57.1.
- 57.3 The SRSS Provider must comply with any reasonable directions from the Department with respect to any applicable Commonwealth, State or Territory Laws relating to archival requirements.
- 57.4 The SRSS Provider must bear its own costs of complying with this clause 57.

- 57.5 If the SRSS Provider has custody, control or possession of Commonwealth records, the SRSS Provider must comply with the *Archives Act 1983* (Cth) to the extent applicable to those records.
- 57.6 This clause 57 applies for the Term and for a period of seven (7) years from the termination or expiry of this Contract.

58. ACCESS TO PREMISES AND AUDITS

- 58.1 The SRSS Provider must allow:

- 58.1.1 the Departmental Representative(s);
- 58.1.2 the Australian National Audit Office (including the Auditor-General or his or her delegate);
- 58.1.3 the Privacy Commissioner or his or her delegate;
- 58.1.4 the Australian Information Commissioner or his or her delegate;
- 58.1.5 the Commonwealth Ombudsman or his or her delegate; and
- 58.1.6 other persons authorised by the Departmental Representative(s),

(each an **Authorised Investigator**) to access the SRSS Provider's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the SRSS Provider's possession or control as set out in this clause 58, for purposes associated with the Contract or any review of performance under the Contract including:

- 58.1.7 the SRSS Provider's operational practices and procedures as they relate to this Contract, including security procedures and financial management practices (including management of any public money);
 - 58.1.8 the accuracy of the SRSS Provider's invoices, receipts and reports in relation to the provision of the Services under this Contract;
 - 58.1.9 the SRSS Provider's compliance with its confidentiality, privacy Obligations and security Obligations under this Contract;
 - 58.1.10 material (including books and records) in the possession of the SRSS Provider relevant to the Services or Contract; and
 - 58.1.11 any other matters determined by the Authorised Investigator to be relevant to the this Contract.
- 58.2 The SRSS Provider must provide full and accurate answers to any questions regarding records or information related to this Contract.
- 58.3 The rights referred to in clause 58.1 are subject to:
- 58.3.1 the provision of reasonable prior Notice to the SRSS Provider;
 - 58.3.2 compliance with the SRSS Provider's reasonable security procedures;

- 58.3.3 each Party bearing its own cost arising out of or in connection with any access or inspection; and
- 58.3.4 if appropriate, execution of a deed of confidentiality relating to non-disclosure of the SRSS Provider's Confidential Information.

Access by the Authorised Investigator

- 58.4 The Authorised Investigator may:
 - 58.4.1 access the premises of the SRSS Provider to the extent relevant to the performance of this Contract;
 - 58.4.2 require the provision by the SRSS Provider and its Personnel, of records and information in a data format and storage medium accessible by the Authorised Investigator by use of the Authorised Investigator's existing computer hardware and software;
 - 58.4.3 inspect and copy documentation, books and records, however stored, in the custody or under control of the SRSS Provider or its Personnel; and
 - 58.4.4 require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Authorised Investigator, and any inquiry conducted by Parliament or any Parliamentary committee.
- 58.5 The SRSS Provider must provide access to the SRSS Provider's computer hardware and software to the extent necessary for the Authorised Investigator to exercise its rights under this clause 58, and provide the Authorised Investigator with any reasonable assistance requested by the Authorised Investigator to use that hardware and software.

Conduct of audit and access

- 58.6 The Authorised Investigator must use reasonable endeavours to ensure that:
 - 58.6.1 audits performed pursuant to clause 58; and
 - 58.6.2 the exercise of the general rights granted by this clause 58 by the Authorised Investigator,

do not unreasonably delay or disrupt in any material respect the SRSS Provider's performance of its Obligations under this Contract.

Independent Financial Audits

- 58.7 The SRSS Provider must provide to the Department, by 30 October each year of the Term:
 - 58.7.1 a financial report covering the previous financial year;
 - 58.7.2 a written statement signed by an authorised officer of the SRSS Provider that the terms and conditions of the Contract have been complied with, to

the best knowledge of the authorised officer, having made reasonable enquiries; and

- 58.7.3 a written statement signed by an independent auditor certifying that the financial reports required are based on proper accounts and those records are in agreement with those accounts and records.

No reduction in responsibility

- 58.8 The requirement for, and participation in, audits does not in any way reduce the SRSS Provider's responsibility to perform its Obligations in accordance with this Contract.

No restriction

- 58.9 Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the:

- 58.9.1 Australian National Audit Office (including the Auditor -General or his or her delegate);
- 58.9.2 Privacy Commissioner or his or her delegate;
- 58.9.3 Australian Information Commissioner or his or her delegate; or
- 58.9.4 Commonwealth Ombudsman or his or her delegate or a delegate,

and the rights of the Department under this Contract are in addition to any other power, right or entitlement of those entities.

Costs

- 58.10 Except as set out in clause 58.11, each Party must bear its own costs of any reviews and/or audits.
- 58.11 If the SRSS Provider is able to substantiate that it has incurred direct expenses in the Department's exercise of the rights granted under this clause 58 which, having regard to the value of this Contract, are substantial, the Department and the SRSS Provider may negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and must be substantiated.
- 58.12 The SRSS Provider must ensure that any Subcontract contains an equivalent clause granting the rights specified in this clause 58.
- 58.13 This clause 58 applies for the Term and for a period of seven years from the date of expiration or termination of the Contract.

59. ADDITIONAL ACCESS TO DOCUMENTS

- 59.1 This clause 59 applies and the SRSS Provider acknowledges that this Contract is a Commonwealth Contract.
- 59.2 If the Department receives a request for access to a document created by, or in the possession of, the SRSS Provider or any Subcontractor that relates to the performance of this Contract (but not to the entry into this Contract), the Department may at any

time by giving Notice require the SRSS Provider to provide the document to the Department and the SRSS Provider must, at no additional cost to the Department, promptly comply with the Notice but in any event no later than 14 days from the date of receipt of the Department's request.

59.3 The SRSS Provider must include in any Subcontract provision that will enable the SRSS Provider to comply with its Obligations under this clause 59.

59.4 This clause 59 survives the expiration or termination of this Contract.

SECTION J - CHANGES TO THE CONTRACT, DISPUTES AND TERMINATION

60. VARIATION OF THIS AGREEMENT

60.1 No variation of this Contract will be of any force or effect unless it is in writing and signed by the Parties.

60.2 Unless a provision of this Contract expressly provides otherwise, the Parties must follow the processes in Attachment D (Contract Change Process) if either Party wishes to vary the Contract.

60.3 Any changes to the Contract Charges and Expenses associated with a variation of this Contract must:

60.3.1 not exceed any reasonable additional cost; and

60.3.2 take fully into account any reduction in cost.

60.4 No proposed changes to any Contract Charges or Expenses are payable by the Department until those Contract Charges and Expenses have been agreed in accordance with this Contract.

60.5 Any variation to this Contract takes effect from the date on which the Parties execute the necessary document to implement that change unless another date for commencement of the variation is specified in that document.

61. DISPUTE RESOLUTION

61.1 The Parties agree that any dispute arising during the course of this Contract will be dealt with as follows:

61.1.1 the Party claiming that there is a dispute will send to the other a Notice setting out the nature of the dispute;

61.1.2 the Parties must try to resolve the dispute by direct negotiation, including by referring the matter to persons who may have authority to intervene and direct some form of resolution;

61.1.3 the Parties must act in good faith to genuinely attempt to resolve the dispute in all stages of the dispute resolution process;

61.1.4 the Parties have ten Business Days from the sending of the Notice (or such other time as is agreed by the Parties) to:

- (a) reach a resolution; or
- (b) to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure (and if the Parties cannot agree to a mediation or some other form of alternative dispute resolution procedure within a further ten Business Days from the sending of the Notice (or such other time as is agreed by the Parties), the Parties must request the chairperson of LEADR or the chairperson's nominee to appoint a mediator); and

61.1.5 either Party may commence legal proceedings if:

- (a) there is no resolution or agreement; or
- (b) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission (or such extended time as the Parties may agree in writing before the expiration of the fifteen (15) Business Days).

61.2 Despite the existence of a dispute, the SRSS Provider must continue to perform the Services unless Notified otherwise by the Department.

Role of mediator and Obligations of parties

61.3 The role of any person appointed to conduct any form of alternative dispute resolution procedure will be to assist in negotiating a resolution of the dispute. That person may not make a decision which is binding on a Party to the dispute unless the Party agrees in writing.

Confidentiality

61.4 Any information or Documentation disclosed by a party under this clause 61:

- 61.4.1 must be kept confidential (subject to this Contract); and
- 61.4.2 may only be used to attempt to resolve the dispute unless otherwise agreed by the Parties.

Costs

61.5 Each Party to a dispute must pay its own costs of complying with this clause 61. The Parties to the dispute must equally pay the costs of any dispute resolution procedure unless otherwise agreed.

Termination of process

61.6 A party to a dispute may terminate the dispute resolution process by giving Notice to each other Party after it has complied with this clause 61.

Breach of this clause

61.7 If a party to a dispute breaches clauses 61.1 to 61.8, the other Party does not have to comply with those clauses in relation to the Dispute.

When clause does not apply

61.8 Clause 61.1 does not apply to:

- 61.8.1 action by either Party under or purportedly under clause 62;
- 61.8.2 action by the Department under or purportedly under clauses 32.3, 32.5 or 63; or
- 61.8.3 either Party commencing legal proceedings for urgent interlocutory relief.

Survival

61.9 This clause 61 survives termination of this Contract.

62. TERMINATION FOR DEFAULT

62.1 If the SRSS Provider fails to perform any Obligation under this Contract, the Department may (without limitation to any other remedy available at Law):

- 62.1.1 if it considers that the failure is not capable of remedy – terminate this Contract immediately by Notice; or
- 62.1.2 if it considers that the failure is capable of remedy – give Notice requiring that the failure to be remedied within the time specified in the Notice and, if the failure is not remedied within that time, terminate this Contract immediately by giving a second Notice.

62.2 The Department may also, by Notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the SRSS Provider suffers an Insolvency Event.

62.3 The SRSS Provider must Notify the Department immediately if:

- 62.3.1 the SRSS Provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the SRSS Provider which may have an adverse effect on the ability of the SRSS Provider to perform its Obligations under this Contract;
- 62.3.2 the SRSS Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
- 62.3.3 the SRSS Provider ceases to carry on business;
- 62.3.4 the SRSS Provider ceases to be able to pay its debts as they become due;
- 62.3.5 the SRSS Provider being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed; or

- 62.3.6 where the SRSS Provider is a partnership, any step is taken to dissolve that partnership.

63. TERMINATION FOR CONVENIENCE

- 63.1 The Department may, at any time by Notice, terminate this Contract or reduce the scope of the Services immediately, for any reason (including if there is a reduction in demand for the Services or number of SRSS Recipients).
- 63.2 Upon receipt of a Notice of termination or reduction, the SRSS Provider agrees to:
- 63.2.1 stop (or reduce) work, as specified in the Notice;
 - 63.2.2 take all available steps to minimise loss resulting from that termination or reduction; and
 - 63.2.3 continue work on any part of the Services not affected by the Notice.
- 63.3 If there has been a termination or reduction under clause 63.1, the Department will be liable only:
- 63.3.1 to pay any Contract Charges or Expenses relating to those parts of the Services completed before the effective date of termination; and
 - 63.3.2 to reimburse any expenses reasonably and unavoidably incurred by the SRSS Provider and directly attributable to the termination or reduction where the SRSS Provider substantiates these amounts to the reasonable satisfaction of the Departmental Representative(s).
- 63.4 Clause 63.3.2 does not apply if the Notice of termination or reduction is at least six (6) months.
- 63.5 The Department is not liable to pay compensation under clause 63.3 in an amount which would, in addition to any amounts paid or due or becoming due to the SRSS Provider under this Contract, together exceed the Contract Charges.
- 63.6 Where there has been a reduction in the scope of the Services, the Department's liability to pay the Contract Charges or Expenses under this Contract will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the Services.
- 63.7 The SRSS Provider will not be entitled to compensation for loss of prospective profits or any consequential or indirect Losses.

SECTION K - GENERAL**64. COMPLIANCE WITH LAWS AND POLICIES****General**

- 64.1 The SRSS Provider must, in carrying out its Obligations under this Contract, comply with all relevant Laws of the Commonwealth or State or Territory or local authority in force from time to time.
- 64.2 The SRSS Provider must, in carrying out its Obligations under this Contract, comply with applicable Commonwealth policies, guidelines or operational requirements if those policies, guidelines or operational requirements are specified in this Contract or Notified to the SRSS Provider from time to time as applicable to the Services (including any amendments to those policies, guidelines and operational requirements).
- 64.3 Without limiting clauses 64.1 or 64.2, the SRSS Provider must comply with all provisions and requirements set out in Attachment G (Commonwealth Law and Policy Requirements).

Offences under Crimes Act 1914 and Criminal Code 1995

- 64.4 The SRSS Provider acknowledges and agrees that:
- 64.4.1 any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing the Services may be an offence under Part 10.7 of the *Criminal Code 1995* (Cth) for which there are a range of penalties, including a maximum of ten years imprisonment;
- 64.4.2 the giving of false and misleading information to the Department or its Personnel is a serious offence under Division 137 of the *Criminal Code 1995* (Cth); and
- 64.4.3 the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than to a person to whom the SRSS Provider is authorised to publish or disclose the fact or document) may be an offence under sections 70 and 79 of the *Crimes Act 1914* (Cth), the maximum penalty for which is seven years imprisonment.

65. NOTICES

- 65.1 A Notice, request or other communication must be given in writing and dealt with as follows:
- 65.1.1 if given by the SRSS Provider to the Department - addressed and forwarded to the Department, for the attention of the Departmental Representative(s) at the address indicated in Item 15 of the Contract Details or as otherwise Notified by the Departmental Representative(s).

- 65.1.2 if given by the Department to the SRSS Provider - signed by the Departmental Representative(s) and forwarded to the SRSS Provider at the address indicated at Item 15 of the Contract Details or as otherwise Notified by the SRSS Provider Representative.
- 65.2 Any such Notice, request or other communication must be delivered by hand or sent by pre-paid security post, facsimile or email, to the address of the Party to which it is sent.
- 65.3 Any Notice, request or other communication will be deemed to be received:
 - 65.3.1 if delivered personally, on the date of delivery;
 - 65.3.2 if sent by pre-paid security post, on the day that the acknowledgment of delivery is completed by the recipient;
 - 65.3.3 if sent by facsimile:
 - (a) before 4:00pm on any Business Day, on the following Business Day; or
 - (b) after 4:00pm on any Business Day, on the second Business Day following the day of dispatch,

provided that the sender receives an "OK" code in respect of the transmission and is not Notified by the recipient by close of business of the next Business Day (or second Business Day as applicable) following the day of dispatch that the transmission was illegible; and
 - 65.3.4 if transmitted electronically before 4:00pm on any Business Day, on that Business Day, or if after 4:00pm, on the following Business Day, provided the Sender does not receive a transmission error report or 'out-of-office' type notification.

66. PROTECTION OF THE DEPARTMENT'S REPUTATION

Logos and branding

- 66.1 The SRSS Provider must not use the Department's logo without obtaining the Department's prior written approval.
- 66.2 If the Department approves the use of the Department's logo on a publication, the SRSS Provider must:
 - 66.2.1 comply with the Australian Government Branding Guidelines as amended from time to time (available at www.dpmc.gov.au);
 - 66.2.2 comply with any directions issued by the Department;
 - 66.2.3 ensure that the Department's logo has prominence over and above other images, including any logo for the SRSS Provider; and
 - 66.2.4 ensure that the Department's logo meets minimum size requirements and is not altered or distorted.

Acknowledgement of Department support

- 66.3 In this clause 66, 'Approved Branding Wording' means the wording identified in clause 66.4.
- 66.4 The SRSS Provider may acknowledge the Department's involvement in the SRSS Programme by using the following wording:
- 66.4.1 'Supported by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
- 66.4.2 'Funded by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
- 66.4.3 'Part-funded by the Australian Government Department of Immigration and Border Protection through the SRSS Programme.'
- or such other wording as may be Notified by the Department in writing to the SRSS Provider for the purpose of this clause 66.4.
- 66.5 If the SRSS Provider proposes using wording that departs from the Approved Branding Wording, it must submit a written request and sample to the Department for approval prior to use.

Public comment

- 66.6 The SRSS Provider must not, and must ensure that its Personnel do not, make or permit any public announcement or communication in connection with:
- 66.6.1 this Contract;
- 66.6.2 any matter or transaction that this Contract deals with; or
- 66.6.3 the Department,
- without obtaining prior approval from the Department, except as required to comply with the Law or the requirements of any regulatory body.
- 66.7 For the avoidance of doubt, no right or Obligation arising from this Contract is to be read or understood as limiting the SRSS Provider's rights to enter into public debate or criticism of the Australian Government, its agencies or its Personnel.

Survival

- 66.8 This clause 66 survives the expiration or termination of this Contract.

67. ASSIGNMENT AND NOVATION

- 67.1 The SRSS Provider must not assign, in whole or in part, its rights or Obligations under this Contract without the prior written approval of the Department.
- 67.2 The SRSS Provider must not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Contract without first consulting the Department.

68. RELATIONSHIP OF THE PARTIES

- 68.1 The SRSS Provider must not represent itself, and must ensure that its Personnel and Subcontractors do not represent themselves, as being Personnel of the Department, or as otherwise able to bind or represent the Department.
- 68.2 The SRSS Provider is not by virtue of this Contract or for any purpose Personnel of the Department, and does not have any power or authority to bind or represent the Department.

69. WAIVER

- 69.1 A waiver by either Party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision.
- 69.2 A single or partial exercise by a Party of any right or remedy it holds under this Contract or at Law does not prevent the Party from exercising the right again or to the extent it has not fully exercised the right.
- 69.3 A waiver of any provision of or right under this Contract:
- 69.3.1 must be in writing signed by the Party entitled to the benefit of that provision or right; and
- 69.3.2 is effective only to the extent set out in any written waiver.

70. GOVERNING LAW AND JURISDICTION

- 70.1 This Contract is governed by the law specified in Item 16 of the Contract Details and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

71. PROPORTIONATE LIABILITY EXCLUDED

- 71.1 This clause 71 applies if the SRSS Provider comprises more than one entity.
- 71.2 To the maximum extent permitted by Law, the Department and the SRSS Provider each agree that the provisions of this Contract are express provisions for their rights, Obligations and liabilities with respect to matters to which a Proportionate Liability Law applies and, to the extent permitted by Law, this Contract's provisions exclude, modify and restrict the provisions of a Proportionate Liability Law to the extent of their inconsistency with such a Law.

72. ENTIRE AGREEMENT

- 72.1 This Contract records the entire agreement between the Parties in relation to its subject matter it deals with. No Party can rely on an earlier agreement, or anything said or done by another Party or by a director, officer, agent or employee of that Party before the Effective Date. Nothing in this clause excludes any liability for fraudulent misrepresentation.

73. SEVERABILITY

- 73.1 A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

74. APPROVAL

- 74.1 Where this Contract contemplates that the Department may agree, approve or consent to something then (unless a contrary intention appears):

74.1.1 the agreement, approval or consent, must be in writing;

74.1.2 the Department may agree, approve, consent, or not agree, approve or consent; and

74.1.3 the Department may place conditions on its agreement, approval or consent and the SRSS Provider must comply with those conditions.

75. JOINT AND SEVERAL

- 75.1 If a Party to this Contract is made up of more than one person, then unless otherwise specified in this Contract:

75.1.1 an Obligation of those persons is joint and several; and

75.1.2 a right of those persons is held by each of them severally.

- 75.2 Any agreement, representation, warranty or indemnity:

75.2.1 by two or more Parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and

75.2.2 in favour of two or more Parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

76. COSTS

- 76.1 Each Party must pay its own costs of negotiating, preparing and executing this Contract and any document related to this Contract.

77. NO MERGER

- 77.1 The rights and Obligations of the Parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

78. FURTHER ACTION

- 78.1 Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

79. COUNTERPARTS

- 79.1 The Contract may be executed in counterparts. All executed counterparts constitute one document.

EXECUTION

SIGNED for and on behalf of the
Commonwealth of Australia as represented by
the **Department of Immigration and Border
Protection** (ABN 33 380 054 835) by its duly
authorised delegate:

s. 22(1)(a)(ii)

Signature of witness

PAUL Mc GORMACK

Name of witness (print)

29/8/14

Date

s. 22(1)(a)(ii)

Signature of delegate

K. POPE

Name of delegate (print)

FAS, CPD

Position of delegate (print)

29/8/14

Date

SIGNED on behalf of Australian Red Cross
Society (ABN 50 169 561 394) acting by the
following persons, in accordance with s 127 of
the Companies Act 1993 (th):

s. 47F(1)

Signature of director

s. 47F(1)

Name of director (print)

23.08.2014

Date

s. 47F(1)

Signature of director/company secretary

s. 47F(1)

Name of director/company secretary (print)

23.08.2014

Date

ATTACHMENT A (SCHEDULE OF SERVICES)

TABLE OF CONTENTS

PART 1 - OVERVIEW.....	85
1. PURPOSE OF THIS SCHEDULE OF SERVICES	85
2. CONTRACT REGION.....	85
3. BACKGROUND	85
4. OBJECTIVE, GOALS AND CRITICAL SUCCESS FACTORS.....	86
5. PRINCIPLES	87
6. GENERAL SRSS PROVIDER OBLIGATIONS	87
7. SRSS RECIPIENTS AND ELIGIBILITY	89
8. CORE SERVICE DELIVERY REQUIREMENTS	90
PART 2 - ACCOMMODATION SERVICES.....	91
9. GENERAL ACCOMMODATION SERVICES.....	91
10. PROVIDED ACCOMMODATION.....	91
11. ASSISTANCE TO SRSS RECIPIENTS WITH COMMUNITY LINKS	95
12. ASSISTANCE TO EXIT PROVIDED ACCOMMODATION	96
13. INDEPENDENT ACCOMMODATION	96
PART 3 - CASE COORDINATION	99
14. GENERAL CASE COORDINATION	99
15. CASE WORKER AND CARER SUPPORT	99
16. CASE WORKER SUPPORT	99
17. CARER SUPPORT.....	101
18. REFERRAL PROCESS.....	102
19. TRANSIT ASSISTANCE SERVICES.....	107
20. RECEPTION AND INDUCTION.....	108
21. NEEDS ASSESSMENTS AND CASE PLANS	110
22. FINANCIAL HARDSHIP ASSISTANCE.....	112
23. ESSENTIAL REGISTRATIONS	113
24. ORIENTATION ASSISTANCE SERVICES	116
25. MEANINGFUL ENGAGEMENT ASSISTANCE	118
26. TRANSITION OUT SERVICES (SRSS RECIPIENT).....	119
27. TRANSITION OUT TIMEFRAMES.....	120
PART 4 - CONTRACT ADMINISTRATION	122
28. CONTRACT ADMINISTRATION	122
29. COMMUNICATION WITH SRSS RECIPIENTS	123
30. INCIDENT MANAGEMENT AND REPORTING.....	125

31.	RECORDS MANAGEMENT	127
32.	INFORMATION TECHNOLOGY REQUIREMENTS	127
33.	HUMAN RESOURCES	131
34.	CONTRACT MANAGEMENT AND PROGRAMME IMPLEMENTATION, PLANNING AND DELIVERY	134
35.	PERFORMANCE MANAGEMENT AND GOVERNANCE	141

PART 1 - OVERVIEW

1. PURPOSE OF THIS SCHEDULE OF SERVICES

Overview

- 1.1 The purpose of this Schedule of Services is to describe tasks, objectives, outcomes and requirements that must be met by the SRSS Provider to provide all Services in an integrated fashion in the Contract Region(s) for which the SRSS Provider has been selected.
- 1.2 The SRSS Provider, when referring to the description of the Services in this Schedule of Services, must also refer to the Contract, the SRSS Policy Advice Manual, Operational Procedures Manual and other referenced documents, as applicable.

General Requirements

- 1.3 This Schedule of Services sets out the following:
 - 1.3.1 a description of the broad legislative framework which underpins the work of the Department;
 - 1.3.2 the objective of the SRSS Programme and the Department's goals, critical success factors and principles to guide the Services to be provided by the SRSS Provider;
 - 1.3.3 a description of SRSS Recipients, including the categories and eligibility of SRSS Recipients who the Department may refer to the SRSS Provider;
 - 1.3.4 the resources, skills and expertise that must be provided by the SRSS Provider in the delivery of the Services; and
 - 1.3.5 specific requirements for the Services (including Performance Measures) that must be achieved by the SRSS Provider.
- 1.4 This Schedule of Services sets out the obligations that the SRSS Provider must meet in performing the Services. The SRSS Operational Procedures Manual provides a detailed description of the required Services, including any process that must be followed. Together they set the standards to which the Services must be performed and any limitations or restrictions that may apply to the Services.

2. CONTRACT REGION

- 2.1 The Contract Region covered by this Contract is set out in the Contract Details.

3. BACKGROUND

- 3.1 The *Migration Act 1958* sets the broad structure and rules by which non-citizens can enter and stay in Australia. It establishes a system of Visa classes, and conditions for the removal of persons from Australia. Further details in relation to obligations under the *Migration Act 1958*, such as the criteria an applicant must meet to be granted a Visa, and how applications for Visas must be made, are set out in the *Migration Regulations 1994*.
- 3.2 The *Immigration (Guardianship of Children) Act 1946* (IGOC Act), provides that the Minister for Immigration and Border Protection is the legal guardian of unaccompanied children in Australia who satisfy the criteria under section 4AAA of the IGOC Act. The

IGOC Act allows the Minister to delegate some of his/her guardianship powers and functions under the Act to officers of the Commonwealth or State or Territory governments. The IGOC Act also allows the Minister to select and appoint willing and suitable persons or organisations to be Custodians of IGOC Minors and to place IGOC Minors into the custody of those persons or organisations. Further details in relation to obligations under the IGOC Act, including the duties and responsibilities of Custodians, are set out in the *Immigration (Guardianship of Children) Regulations 2001*.

- 3.3 The *Migration Act 1958*, *Migration Regulations 1994*, *Immigration (Guardianship of Children) Act 1946* and *Immigration (Guardianship of Children) Regulations 2001* constitute the broad legislative framework under which the entry and stay of non-citizens in Australia is regulated. This legislation is implemented through the policies of the Government and administered by the Department of Immigration and Border Protection (the Department). Consistent with this, the Department is responsible for assessing Visa applications and asylum claims and providing support, where appropriate, to Visa applicants and asylum seekers.
- 3.4 The process of assessing Visa applications and asylum claims, including any review process, is known as the immigration status resolution process. The Status Resolution Support Services (SRSS) Programme provides support to eligible non-citizens in Australia. It aims to balance the SRSS Recipient's needs, the Department's Duty of Care (where relevant), and the need to resolve the SRSS Recipient's immigration status.

4. OBJECTIVE, GOALS AND CRITICAL SUCCESS FACTORS

Objective

- 4.1 The objective of the SRSS Programme is to deliver appropriate support to people engaging with the Department to resolve their immigration status.

Goals

- 4.2 The goals of the SRSS Programme are to deliver:
- 4.2.1 a quality service that is consistent with Government policy and that balances the SRSS Recipient's needs, the Department's Duty of Care (where relevant), and the need to resolve the SRSS Recipient's immigration status;
 - 4.2.2 consistency in decision making and improved integration in the delivery of support to those engaging with the Department to resolve their immigration status; and
 - 4.2.3 demonstrable and continuing value for money for the Commonwealth.

Critical Success Factors

- 4.3 Critical success factors must be consistently achieved in order for the contract to be successful. The critical success factors are measured by key performance indicators set out in Annex 3.
- 4.4 The critical success factors are:
- 4.4.1 SRSS Providers are able to scale up or down the Services to meet departmental requirements without compromising the quality of services provided;

- 4.4.2 SRSS Providers deliver the Services in a manner consistent with the Contract and the SRSS Operational Procedures Manual;
- 4.4.3 SRSS Providers are able to adapt to and readily accommodate changes in Government policy;
- 4.4.4 SRSS Providers effectively manage the interface between the Department and SRSS Recipients; and
- 4.4.5 Services are provided at affordable costs that represent value for money for the Commonwealth.

5. PRINCIPLES

- 5.1 SRSS Providers must perform the Services in a manner that is consistent with the following guiding principles:
 - 5.1.1 deliver support to SRSS Recipients in a consistent, flexible and integrated way, with special care taken to ensure the best interests and needs of children are taken into consideration;
 - 5.1.2 educate and encourage SRSS Recipients to be accountable and responsible for their own actions;
 - 5.1.3 involve SRSS Recipients in identifying and addressing their needs;
 - 5.1.4 build on SRSS Recipients' strengths to achieve a level of self-sufficiency; and
 - 5.1.5 respect the cultural and religious diversity of SRSS Recipients.

6. GENERAL SRSS PROVIDER OBLIGATIONS

Overview

- 6.1 The SRSS Provider must provide the Services:
 - 6.1.1 in accordance with, and so as to meet, all the requirements specified in the Contract, this Schedule of Services, the SRSS Operational Procedures Manual and the SRSS Programme principles;
 - 6.1.2 in the Contract Region(s) specified in the Contract Details;
 - 6.1.3 for all SRSS Recipients referred to the SRSS Provider by the Department (within the capacity agreed between the Parties);
 - 6.1.4 to meet the individual needs of each SRSS Recipient in a manner that is consistent with this Schedule of Services and the SRSS Operational Procedures Manual; and
 - 6.1.5 using an organisational and resource structure that can readily adapt to changing SRSS Recipient numbers and changing Service requirements.
- 6.2 Without limiting its Obligations under the Contract, this Schedule of Services or the SRSS Operational Procedures Manual, the SRSS Provider must, when delivering the Services:

- 6.2.1 ensure that all requirements for support to be provided to SRSS Recipients described, or referred to, in the Contract (including this Schedule of Services or the SRSS Operational Procedures Manual) are performed as part of the Services, even if they are not described as 'Services';
 - 6.2.2 ensure Carers, Case Workers and Independent Observers and all other SRSS Provider Personnel comply with any Obligations, which includes complying with Laws and undertaking appropriate checks as specified in the Contract (including this Schedule of Services and the SRSS Operational Procedures Manual);
 - 6.2.3 meet any requirements that the Contract (including this Schedule of Services and the SRSS Operational Procedures Manual) indicates may be imposed on the SRSS Provider by the Department;
 - 6.2.4 meet the Performance Measures for the Services specified in the Contract;
 - 6.2.5 comply with the governance, communication and reporting requirements (including using departmental systems) specified in the Contract (including this Schedule of Services or the SRSS Operational Procedures Manual); and
 - 6.2.6 comply with any direction given by the Department in connection with the Services, including, without limitation, about the application of the SRSS Programme to SRSS Recipients.
- 6.3 In this Schedule of Services and the SRSS Operational Procedures Manual:
- 6.3.1 if an Obligation is expressed to apply to the Personnel of the SRSS Provider, the SRSS Provider must ensure the Obligation is achieved;
 - 6.3.2 if the Schedule of Services or the SRSS Operational Procedures Manual provides that the Department may require or request the SRSS Provider to take any action, the SRSS Provider must comply with that requirement or request; and
 - 6.3.3 if this Schedule of Services or the SRSS Operational Procedures Manual specifies that a Deliverable or a task is subject to the Department's approval, the SRSS Provider must obtain that approval before implementing that Deliverable or performing that task, and must comply with any condition of the approval.

Flexibility and Scalability

- 6.4 Without limiting clauses 4 or 5, the SRSS Provider must perform the Services in a manner that is:
- 6.4.1 adaptable to and readily accommodates changes in Government policy during the Term to ensure that the Services are delivered in accordance with Government policy;
 - 6.4.2 appropriate to the individual needs of each SRSS Recipient; and
 - 6.4.3 adaptable to and readily accommodates changes in SRSS Recipient numbers (which may significantly increase or decrease during the Term).

7. SRSS RECIPIENTS AND ELIGIBILITY

Overview

- 7.1 The SRSS Provider must deliver the Services to SRSS Recipients from culturally and linguistically diverse backgrounds with different needs who are referred to the SRSS Provider by the Department. In doing so, the SRSS Provider must comply with the Multicultural Access and Equity Policy set out in Attachment G (Commonwealth Law and Policy Requirements).
- 7.2 SRSS Recipients may include, but are not limited to:
- 7.2.1 Unaccompanied Minors in Alternative Places of Detention;
 - 7.2.2 Unaccompanied Minors, adults and family groups who are legally detained under the *Migration Act 1958 (Cth)* but who reside in the community under Residence Determination arrangements;
 - 7.2.3 adults and family groups who reside in the community on Bridging Visas and other Temporary Visas; and
 - 7.2.4 other vulnerable people in the community in the process of resolving their immigration status.

SRSS Bands

- 7.3 The SRSS Programme delivers support through six 'Bands' which are:
- 7.3.1 **Band 1** - Services are delivered to SRSS Recipients in Alternative Places of Detention. They include Carer support and Independent Observer Services;
 - 7.3.2 **Band 2** - Services are delivered to SRSS Recipients in the Australian community. They include Provided Accommodation with Carer support, Case Worker support and Case Coordination;
 - 7.3.3 **Band 3** - Services are delivered to SRSS Recipients in the Australian community. They include Provided Accommodation, Case Worker support and Case Coordination;
 - 7.3.4 **Band 4** - Services are short-term (up to six weeks) Transitional Support delivered to SRSS Recipients in the Australian community. They include Provided Accommodation, Case Worker support and Case Coordination;
 - 7.3.5 **Band 5** - Services are delivered to SRSS Recipients in the Australian community. They include Case Worker support and Case Coordination; and
 - 7.3.6 **Band 6** - Services are delivered to SRSS Recipients in the Australian community. They include basic Case Coordination.
- 7.4 The Department is responsible for determining the Band classification for each SRSS Recipient.
- 7.5 The SRSS Provider must provide the Services to each SRSS Recipient in accordance with the Band they have been allocated by the Department.

- 7.6 The Department may move SRSS Recipients between Bands depending on their circumstances and level of need. If the Department moves an SRSS Recipient between Bands, the SRSS Provider must ensure the Services provided to the SRSS Recipient are in accordance with the requirements for the new Band within the timeframes stipulated in paragraphs 18.38 to 18.42.

Referrals

- 7.7 The Department will refer SRSS Recipients to the SRSS Provider at the Department's discretion.
- 7.8 The Department will also assess applications from the SRSS Provider for people already living in the community (Band 6 Applications) to determine their eligibility to receive the Services.
- 7.9 The SRSS Provider must only provide the Services to SRSS Recipients determined to be eligible by the Department.

Duration of Delivery of Services

- 7.10 The SRSS Provider must provide the Services to the SRSS Recipients until the Department instructs the SRSS Provider to cease providing the Services to the SRSS Recipient (subject to any Obligations upon expiry or termination of the Contract as set out in the Contract).
- 7.11 If the SRSS Provider becomes aware that an SRSS Recipient's circumstances have changed and they may no longer be eligible to receive the Services, the SRSS Provider must Notify the Department immediately.
- 7.12 If the Department Notifies the SRSS Provider that an SRSS Recipient is no longer eligible to receive the Services, the SRSS Provider must cease providing the Services through the SRSS Programme within the timeframes set out under paragraph 27.

8. CORE SERVICE DELIVERY REQUIREMENTS

- 8.1 The SRSS Programme has two broad areas of service delivery (Core Service Delivery Requirements):
- 8.1.1 Accommodation Services; and
- 8.1.2 Case Coordination Services.

PART 2 - ACCOMMODATION SERVICES

9. GENERAL ACCOMMODATION SERVICES

- 9.1 The SRSS Provider must operate a flexible accommodation Service to meet varying SRSS Programme and SRSS Recipient needs to ensure the SRSS Recipients are accommodated in suitable Provided Accommodation or suitable Independent Accommodation in accordance with this Services Schedule and the SRSS Operational Procedures Manual.
- 9.2 The SRSS Provider must:
- 9.2.1 ensure accommodation is available on arrival for all referred SRSS Recipients who are eligible for Provided Accommodation;
 - 9.2.2 conduct Accommodation Suitability Assessments and Community Link Checks;
 - 9.2.3 provide assistance to those SRSS Recipients exiting Provided Accommodation to access Independent Accommodation; and
 - 9.2.4 provide ongoing accommodation support on a needs basis and in accordance with the SRSS Recipient's Band.

10. PROVIDED ACCOMMODATION

- 10.1 The SRSS Provider must provide:
- 10.1.1 **ongoing Supported Accommodation** for SRSS Recipients in Band 2 if required by the Department;
 - 10.1.2 **ongoing Provided Accommodation** for SRSS Recipients in Band 3 if required by the Department;
 - 10.1.3 **Transitional Accommodation** (up to six weeks) for SRSS Recipients in Band 4 if required by the Department; and
 - 10.1.4 **Emergency Accommodation** (up to two weeks) for SRSS Recipients in Band 5 only if approved by the Department.

Bands 2 and 3:

General

- 10.2 The SRSS Provider must source and maintain an agreed number of properties (rental accommodation) in agreed locations before receiving referrals for SRSS Recipients in Bands 2 and 3, in accordance with the processes and requirements set out in the SRSS Operational Procedures Manual.
- 10.3 The SRSS Provider must:
- 10.3.1 not enter into (or vary) any lease to accommodate SRSS Recipients if the term of the lease will or could extend past the Term unless the Department has approved the lease term in writing prior to the lease or extension of the lease being agreed or exercised; and

- 10.3.2 when seeking approval from the Department, advise the Department of the cost and the period that the term of the lease would extend past the Term of the Contract if approved.
- 10.4 Any leasing costs incurred after the end of the Term without the express written approval of the Department will not be met by the Department.
- 10.5 Provided Accommodation must be of a standard commensurate with what low income Australians might be able to afford and must at least comply with the accommodation standards set out in the SRSS Operational Procedures Manual.
- 10.6 The rental cost of Provided Accommodation for Bands 2 and 3 must be paid by the SRSS Provider and it will be reimbursed by the Department in accordance with Attachment B as long as it is delivered in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.
- 10.7 The SRSS Provider must submit an inventory of Provided Accommodation for Bands 2 and 3 as directed by the Department using the template provided by the Department. This inventory must include accurate details on the number of properties, their capacity, bedroom count, bathroom count, tenancy agreements and location or any other details as required by the Department.
- 10.8 The Department may inspect properties used by the SRSS Provider for Provided Accommodation throughout the Term. The SRSS Provider must ensure the Department is able to access Provided Accommodation in order to conduct any required inspection. If the Department assesses a property as unsuitable, the SRSS Provider must either facilitate necessary repairs or find suitable alternative accommodation within the timeframes required by the Department or as otherwise agreed in writing with the SRSS Provider.
- 10.9 If requested by the Department, the SRSS Provider must work with landlords to modify an existing property, or obtain a new property, to meet the needs of a specific SRSS Recipient.
- 10.10 The SRSS Provider must seek written approval from the Department before making any modifications to a property used for the purposes of the SRSS Programme. The Department will only reimburse costs associated with any modifications if written approval has been obtained from the Department prior to the work commencing.
- 10.11 It is a legislative requirement for Band 2 and 3 SRSS Recipients to reside at the address approved by the Minister. The SRSS Provider must assist SRSS Recipients to comply with this legislative requirement and Notify the Department where the SRSS Recipient is not complying with this requirement.

Utilities

- 10.12 The SRSS Provider must ensure all required utilities and landlines have been connected before any Band 2 or Band 3 SRSS Recipient enters the property. All connection fees must be paid by the SRSS Provider and will be reimbursed by the Department in accordance with Attachment B.
- 10.13 The Department will reimburse the SRSS Provider for the cost of all utilities and local calls made by Band 2 SRSS Recipients from a landline in accordance with Attachment B.
- 10.14 SRSS Recipients in Band 3 are responsible for paying telephone bills with their Living Allowance. SRSS Providers will pay utilities bills for Band 3 Recipients where required

under the Operational Procedures Manual, and the department will reimburse the SRSS Provider for these costs as a Direct Recipient Cost.

Basic Household Goods

- 10.15 The SRSS Provider must ensure each property is adequately furnished with Basic Household Goods before any Band 2 or Band 3 SRSS Recipient enters the property in accordance with the SRSS Operational Procedures Manual. The SRSS Operational Procedures Manual provides details on the required Basic Household Goods, and additional Goods (such as Baby Packages, where required) the quality of Goods, and the cost limits relating to household composition.
- 10.16 The SRSS Provider must ensure the cost of the Basic Household Goods does not exceed the expenditure caps specified in the SRSS Operational Procedures Manual. The SRSS Provider will not be reimbursed for Basic Household Goods that exceed the maximum amounts set out in the SRSS Operational Procedures Manual.
- 10.17 The SRSS Provider must ensure the amount and type of Basic Household Goods is appropriate for the number of SRSS Recipients to be accommodated in that property.
- 10.18 The Department may inspect Basic Household Goods throughout the Term.
 - 10.18.1 If, in the Department's sole opinion, the amount or type of Basic Household Goods is not sufficient for the SRSS Recipients in the property, the SRSS Provider must provide sufficient Basic Household Goods to the satisfaction of the Department. If the SRSS Provider has already spent the maximum amount (based on the cost limits set in the SRSS Operational Procedures Manual), the SRSS Provider must cover the cost of any additional Basic Household Goods.
 - 10.18.2 If, in the Department's sole opinion, the quality of any Basic Household Goods does not meet the requirements of the Contract and the SRSS Operational Procedures Manual, the SRSS Provider must provide alternative Basic Household Goods that meet the requirements of the Contract and the SRSS Operational Procedures Manual, to the satisfaction of the Department. The SRSS Provider must cover the cost of any such replacement Basic Household Goods, (with the exception of replacement for fair wear and tear).
- 10.19 Ownership of all Basic Household Goods purchased by the SRSS Provider remains with the SRSS Provider.
- 10.20 The SRSS Provider must appropriately manage Basic Household Goods so they can be re-used during the provision of the Services (provided they still meet the requirements of this Contract). Disposing of any Basic Household Goods will be at the SRSS Provider's expense when they are no longer required for the purposes of the Contract.
- 10.21 If the SRSS Provider has been asked by the Department to reduce their Provided Accommodation portfolio, and the SRSS Provider is seeking reimbursement for the storage costs of Basic Household Goods, the Department, in consultation with the SRSS Provider, will determine whether or not storage, disposal or other processes constitute best value for money for dealing with the Basic Household Goods.
- 10.22 If the Department agrees to pay storage costs for Basic Household Goods under Clause 10.21, the SRSS Provider must organise appropriate storage. The Department will reimburse the

SRSS Provider for approved storage costs in accordance with the Operational Procedures Manual.

- 10.23 When SRSS Recipients exit Provided Accommodation, the SRSS Provider must ensure SRSS Recipients take their linen with them (including bed linen and towels). The SRSS Provider must ensure all other Basic Household Goods remain at the property unless stated otherwise in the SRSS Operational Procedures Manual. The SRSS Provider must provide new linen for all incoming SRSS Recipients in accordance with the SRSS Operational Procedures Manual.
- 10.24 The SRSS Provider must provide replacement Basic Household Goods to cover wear and tear in accordance with the SRSS Operational Procedures Manual. If an SRSS Provider is unable to provide replacement Basic Household Goods within any pre-approved amounts (cap) outlined in the SRSS Operational Procedures Manual, the SRSS Provider must seek departmental approval to increase the cap on an exceptional basis.
- 10.25 The SRSS Provider must be able to justify to the Department's satisfaction any expenditure on Basic Household Goods (including the purchase of new Basic Household Goods). If the Department is not satisfied that expenditure on Basic Household Goods is required or does not meet the requirements of the Contract, the SRSS Provider will not be reimbursed for those Basic Household Goods.

Bands 4 and 5:

- 10.26 The SRSS Provider must secure:
 - 10.26.1 Transitional Accommodation for SRSS Recipients in Bands 4; and
 - 10.26.2 Emergency Accommodation for SRSS Recipients in Bands 5, where required.
- 10.27 Transitional and Emergency Accommodation for Bands 4 and 5 may include boarding houses, hostels or backpackers.
- 10.28 If boarding houses, hostels or backpackers are not available for Bands 4 and 5, the SRSS Provider may use other budget accommodation, including motels and hotels.
- 10.29 All Transitional and Emergency Accommodation must be delivered in accordance with the SRSS Operational Procedures Manual. The cost of Transitional and Emergency Accommodation must be met by the SRSS Provider, and will be reimbursed by the Department provided it is delivered in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.
- 10.30 SRSS Recipients in Bands 4 and 5 are required to make a rental contribution while in Provided Accommodation. This rental contribution will be automatically Deducted from their Living Allowance through the Department of Human Services.
- 10.31 The SRSS Provider must promptly update departmental systems with the details of Transitional and Emergency Accommodation used by SRSS Recipients in Band 4 and SRSS Recipients in Band 5 to ensure the correct payment rate for their Living Allowance is applied by the Department of Human Services.
- 10.32 The SRSS Provider must explain to the SRSS Recipient (in Bands 4 and 5 as applicable) that their Living Allowance will be reduced while they are in Transitional and Emergency Accommodation to reflect their rental contribution and that the Deduction will cease when the SRSS Recipient moves into Independent Accommodation.

- 10.33 Any extension for Transitional or Emergency Accommodation must be approved by the Department in advance. Extensions should only be sought in exceptional cases.

11. ASSISTANCE TO SRSS RECIPIENTS WITH COMMUNITY LINKS

- 11.1 If an SRSS Recipient has a family member or close friend living in the community, there may be an opportunity for that SRSS Recipient to live with their Community Link instead of using Provided Accommodation.
- 11.2 The Department will Notify the SRSS Provider of any potential Community Links of which it is aware and provide details.

Bands 2 and 3:

- 11.3 The SRSS Provider must conduct an Accommodation Suitability Assessment for SRSS Recipients in Bands 2 and 3 with a Community Link using the departmental template contained in the SRSS Operational Procedures Manual. The Accommodation Suitability Assessment must be submitted to the Department within 10 Business Days of receiving the referral of the SRSS Recipient. If the SRSS Provider does not believe it can meet the 10 Business Day timeframe it must advise the Department immediately and provide an explanation as to why the 10 Business Day threshold cannot be met. If the 10 Business Day threshold cannot be met, the SRSS Provider must work with the Department to agree to an alternative solution.
- 11.4 When conducting an Accommodation Suitability Assessment, the SRSS Provider must take into account the following considerations:
- 11.4.1 the health, safety and needs of the SRSS Recipient;
 - 11.4.2 the ability of the Community Link to provide the necessary support to the SRSS Recipient (including consideration of whether the link is recently arrived in the community or in receipt of Humanitarian Settlement Services support);
 - 11.4.3 the relationship of the SRSS Recipient to the Community Link (host);
 - 11.4.4 other people living with the link and their willingness to have the SRSS Recipient live with them;
 - 11.4.5 the size and condition of the property, including an assessment of any lease restrictions; and
 - 11.4.6 accessibility to services and support.
- 11.5 For Unaccompanied Minor SRSS Recipients, the SRSS Provider must explain to proposed Community Links that, should the placement be approved, they may be asked to accept Custodianship or Carer responsibilities of the SRSS Recipient (for more information, refer to the SRSS Operational Procedures Manual). The SRSS Provider must provide clear and accurate guidance on the responsibilities of becoming a Custodian or Carer, including their reporting responsibilities.
- 11.6 For these Unaccompanied Minor SRSS Recipients, the SRSS Provider must also organise and pay for National Police Checks for all adults currently residing in the Community Link's property in accordance with the SRSS Operational Procedures Manual. The SRSS Provider must also organise and pay for National Police Checks for any adults who move into the

property at a later date. The Department will reimburse the SRSS Provider for National Police Checks associated with Accommodation Suitability Assessments for Unaccompanied Minors in accordance with Attachment B.

- 11.7 The Department will determine the suitability of a property based on the Accommodation Suitability Assessment and other relevant information available.
- 11.8 The SRSS Provider must update the Accommodation Suitability Assessment whenever circumstances in the Community Link household change, in accordance with the SRSS Operational Procedures Manual. The updated Accommodation Suitability Assessment must be submitted to the Department within 10 Business Days of the SRSS Provider becoming aware of the change.
- 11.9 The SRSS Provider must detail any rental contribution or Basic Household Goods requests in the Accommodation Suitability Assessment to obtain departmental approval. The SRSS Provider must:
 - 11.9.1 only provide the rental contribution directly to the Community Link after the Department has given its approval; and
 - 11.9.2 only provide the approved Basic Household Goods to the SRSS Recipient after the Department has given its approval.

Band 4:

- 11.10 The SRSS Provider must conduct a Community Link Check to ascertain the suitability, sustainability and availability of the proposed property and Community Link for SRSS Recipients in Band 4. The Community Link Check may be conducted by telephone. Confirmation of the suitability and availability of the Community Link's accommodation must be submitted to the Department within four Business Days of receiving a referral.

12. ASSISTANCE TO EXIT PROVIDED ACCOMMODATION

- 12.1 SRSS Providers must ensure SRSS Recipients exit Provided Accommodation within the Department's nominated timeframes (or other timeframes agreed by the Department). This includes assisting SRSS Recipients to fulfil their responsibilities with regard to cleaning and finalising any outstanding debts or repairs.
- 12.2 If an SRSS Recipient refuses to exit Provided Accommodation, or otherwise breaches tenancy responsibilities, the SRSS Provider must make all reasonable efforts to resolve the situation, including, where appropriate, instigating and following through with eviction proceedings.
- 12.3 Any additional costs incurred by the SRSS Provider due to eviction proceedings must have departmental approval to be reimbursed in accordance with Attachment B.

13. INDEPENDENT ACCOMMODATION

- 13.1 The SRSS Provider must provide information and advice to SRSS Recipients exiting Provided Accommodation to give them the skills to obtain and maintain Independent Accommodation. This support includes, but is not limited to:
 - 13.1.1 guidance on how and where to search for accommodation;

- 13.1.2 an introduction to local religious, ethnic or community groups that can assist in finding accommodation;
 - 13.1.3 support in establishing and managing relationships with real estate agents, landlords and community housing organisations;
 - 13.1.4 managing expectations;
 - 13.1.5 providing Rental Bond Loans and Rent in Advance Loans and explaining debt recovery processes;
 - 13.1.6 assistance in gathering and completing documentation during the rental application process;
 - 13.1.7 providing education about rental procedures and the payment of rent;
 - 13.1.8 providing advice on suitable accommodation including affordability and access to schools, shops and public transport;
 - 13.1.9 assessing the possibility of moving to another city or State or Territory to find affordable accommodation; and
 - 13.1.10 providing information on the rights and responsibilities of a tenant.
- 13.2 The SRSS Provider may provide the Independent Accommodation support outlined in paragraph 13.1 above to SRSS Recipients in Bands 5 and 6 on an exceptional basis where a need has been identified by the SRSS Provider or as directed by the Department.

Rent in Advance Loans and Rental Bond Loans

- 13.3 SRSS Recipients in Bands 4-6 may be eligible for Rent in Advance Loans and Rental Bond Loans as determined by the Department.
- 13.4 The SRSS Provider is responsible for providing the Rent in Advance Loans and Rental Bond Loans to the SRSS Recipient. The SRSS Provider must provide all relevant information to the Department and seek approval before paying Rent in Advance Loans and Rental Bond Loans, in accordance with the SRSS Operational Procedures Manual.
- 13.5 The SRSS Provider must provide a verbal and written explanation to the SRSS Recipient (in a language understood by the SRSS Recipient) that they are responsible for repaying any loan provided to them.
- 13.6 Repayments of the Rent in Advance Loans and Rental Bond Loans by the SRSS Recipient will be made through automatic Deductions from the SRSS Recipient's Living Allowance by the Department of Human Services. SRSS Providers must maintain records of written consent from the SRSS Recipient confirming they understand the nature of the loan, such as a repayment agreement.
- 13.7 The SRSS Provider must assist the SRSS Recipients in Bands 4-6 to formally lodge their Rental Bond where required under the relevant legislation. The SRSS Provider must obtain confirmation of the Rental Bond payment and retain a copy of the receipt in the SRSS Recipient's file. The SRSS Provider must provide proof of this payment to the Department in accordance with the SRSS Operational Procedures Manual.

Maintaining Accommodation

- 13.8 The SRSS Provider must ensure SRSS Recipients are aware of their obligations with regard to property maintenance for their accommodation (Provided Accommodation or Independent Accommodation). This includes, but is not limited to:
- 13.8.1 informing Recipients of their responsibility for basic property maintenance (including cleaning and gardening), and the need to report property damage;
 - 13.8.2 informing them of their responsibility to care for and, where necessary, replace Basic Household Goods (Band 2 and 3 SRSS Recipients); and
 - 13.8.3 informing them of their responsibilities with regard to the payment of utilities (SRSS Recipients in Bands 4-6) and rent (SRSS Recipients in Bands 4-6), and the consequences of not meeting those responsibilities.
- 13.9 The SRSS Provider must assist the SRSS Recipient (Bands 3-5) to complete a property condition report when they enter a property. The SRSS Provider must also assist SRSS Recipients in Provided Accommodation to complete a property condition report on exit from the property. A copy of these reports must be retained on the SRSS Recipient's file.

PART 3 - CASE COORDINATION

14. GENERAL CASE COORDINATION

- 14.1 Case Coordination refers to coordinated, integrated, needs-based support to help SRSS Recipients to access Services through the SRSS Programme.
- 14.2 The key SRSS Provider Personnel responsible for Case Coordination are Case Workers with support, if relevant, from Carers. Other Personnel may also have a role in delivering Services as approved by the Department.
- 14.3 SRSS Provider Personnel responsible for providing direct support Services to SRSS Recipients must be appropriately vetted prior to engagement. They must have passed the relevant National Police Checks, working with children and working vulnerable people checks. They must also have appropriate qualifications, training and support.

15. CASE WORKER AND CARER SUPPORT

- 15.1 The SRSS Provider must employ appropriately qualified and trained Case Workers and Carers to help manage the wellbeing of SRSS Recipients.
- 15.2 The different roles and responsibilities of Case Workers and Carers are detailed below.

16. CASE WORKER SUPPORT

- 16.1 The SRSS Provider must employ Case Workers to help manage eligible SRSS Recipients' wellbeing in accordance with their nominated Band through Case Coordination. This includes:
 - 16.1.1 assessing the SRSS Recipient's needs and developing Case Plans;
 - 16.1.2 monitoring and supporting the SRSS Recipient's health;
 - 16.1.3 participating in Case Conferencing with the Department and the Detention Health Service Provider where required;
 - 16.1.4 ensuring SRSS Recipients are registered for essential services;
 - 16.1.5 ensuring SRSS Recipients receive appropriate orientation advice;
 - 16.1.6 assisting SRSS Recipients who are subject to the Code of Behaviour to understand and comply with their obligations under the code;
 - 16.1.7 assisting SRSS Recipients to link to the local community and access meaningful activities in accordance with the SRSS Operational Procedures Manual;
 - 16.1.8 regularly monitoring and reviewing each SRSS Recipient in their care;
 - 16.1.9 making recommendations to the Department about the SRSS Recipient's ongoing support requirements; and
 - 16.1.10 reporting any changes in the SRSS Recipient's circumstances (including changes of family composition and/or change of address).

- 16.2 The SRSS Provider must employ Case Workers to take responsibility for ensuring SRSS Recipients are appropriately engaged with other services, programmes and activities in the broader community, and develop the skills to independently access support and services as required. The SRSS Provider must ensure Case Workers pay particular attention to the following:
- 16.2.1 the SRSS Recipient's health and safety;
 - 16.2.2 the special vulnerabilities of children, especially those who are unaccompanied, taking into account their age and maturity;
 - 16.2.3 family and shared house dynamics;
 - 16.2.4 the condition of the SRSS Recipient's accommodation;
 - 16.2.5 the SRSS Recipient's ability to manage their Living Allowance and meet financial responsibilities;
 - 16.2.6 capacity building (helping SRSS Recipients to develop a degree of self-sufficiency); and
 - 16.2.7 involvement in the community (meaningful engagement).
- 16.3 The SRSS Provider must ensure Case Workers identify and manage issues and report Incidents (including to the Department) in accordance with the Incident reporting timeframes in paragraphs 30.1 to 30.15.
- 16.4 The SRSS Provider must ensure the Department is aware of any changes to the SRSS Recipient's circumstances that may affect their ongoing eligibility for the SRSS Programme, including informing the Department of any breaches of the SRSS Recipient's Visa, the Code of Behaviour or Residence Determination conditions, and reporting any doubts or concerns about the SRSS Recipient's identity.
- 16.5 SRSS Recipients in Band 1 do not require Case Worker support.
- 16.6 For SRSS Recipients in Band 2, the SRSS Provider must ensure the Case Worker works cooperatively with the SRSS Recipient's Carer(s) to manage the SRSS Recipient's wellbeing.

Minimum contact with SRSS Recipients:

- 16.7 The SRSS Provider must ensure Case Workers contact SRSS Recipients (Bands 2-6) a minimum of once each month after they are established in the community. This contact must occur more frequently for SRSS Recipients displaying a higher level of need, and during their first weeks in the community, where required, to meet the SRSS Recipient's needs. For SRSS Recipients in Bands 2 and 3, the minimum monthly contact must be face to face in the SRSS Recipient's place of residence. For Bands 5 and 6, face to face contact must be made every three months at a minimum.
- 16.8 Where referred by the Department, the SRSS Provider must provide specific SRSS Recipients with information about the Code of Behaviour, the impact of any breach of the Code of Behaviour, and assistance, where relevant, to provide further information back to the Department about the circumstances of any potential breach of the Code of Behaviour.

- 16.9 Further details of the different levels of support are outlined in the SRSS Operational Procedures Manual. All support must be delivered in accordance with the SRSS Operational Procedures Manual.
- 16.10 The SRSS Provider must ensure all Service Provider Personnel do not provide immigration advice or advocate for a particular immigration outcome.

17. CARER SUPPORT

- 17.1 The SRSS Provider must provide Carer support to SRSS Recipients who are Unaccompanied Minors in the SRSS Programme.

Band 1:

- 17.2 The SRSS Provider must employ suitably trained and supported Personnel who have undergone relevant checks to deliver Carer support to Band 1 SRSS Recipients in Alternative Places of Detention as required by the Department including provision of care and support for up to 24-hours per day. The ratio of Carers to SRSS Recipients must be 1:10, unless otherwise approved by the Department.
- 17.3 The SRSS Provider must provide bilingual Carers to act as informal interpreters in informal and emergency situations. The SRSS Provider must ensure bilingual Carers are not used to interpret in formal interviews, such as legal or immigration related interviews. This will be done by interpreters accredited by the National Accreditation Authority for Translators and Interpreters (**NAATI**).
- 17.4 The SRSS Provider must ensure Band 1 Carers:
- 17.4.1 work in cooperation with the Department, the Detention Service Provider and the Detention Health Service Provider to encourage SRSS Recipients to access and use available Services in an appropriate manner, including providing input to the SRSS Recipient's Individual Management Plan (a Case Plan managed by the Detention Service Provider) and supporting the SRSS Recipient to attend school and engage in meaningful activities; and
 - 17.4.2 are able to educate and support SRSS Recipients to behave appropriately, including helping to develop and implement behaviour management plans where required.

- 17.5 The SRSS Provider must report all Incidents to the Department and the Detention Service Provider in accordance with this Schedule of Services and the SRSS Operational Procedures Manual.

Band 2:

- 17.6 The SRSS Provider must employ suitably trained and supported Personnel who have undergone and passed relevant checks to deliver 24-hour live-in residential Carer support to Band 2 SRSS Recipients in their Provided Accommodation.
- 17.7 The SRSS Provider must ensure Carers are aware of, and comply with, their responsibilities under the IGOC Act. Further details of the IGOC Act are provided in the SRSS Operational Procedures Manual.
- 17.8 The SRSS Provider must ensure Band 2 Carers:

- 17.8.1 assume and exercise responsibility for the safety, care and welfare of the SRSS Recipients in their care;
- 17.8.2 have access to a car to take SRSS Recipients in their care to medical appointments and other activities as required;
- 17.8.3 manage grocery shopping and pay for household food and groceries in accordance with the SRSS Operational Procedures Manual;
- 17.8.4 manage a roster of household chores and provide meals (with appropriate assistance from the SRSS Recipient(s) in the house);
- 17.8.5 work in cooperation with the Department and the SRSS Recipient's Case Worker to encourage SRSS Recipients to access and use available services in an appropriate manner, including providing input to the SRSS Recipient's Case Plan (managed by the SRSS Recipient's Case Worker) and supporting the SRSS Recipient to attend school and engage in meaningful activities;
- 17.8.6 are able to educate and assist SRSS Recipients to behave appropriately, including working with Case Workers to develop and implement behaviour management plans where required;
- 17.8.7 work with Case Workers to provide the necessary guidance and support to enable SRSS Recipients in their care to successfully transition to adulthood, including transitioning out of Supported Accommodation (and Band 2) once they turn 18;
- 17.8.8 understand and comply with their Incident reporting requirements as outlined in paragraphs 30.1 to 30.15 of this Schedule of Services and detailed in the SRSS Operational Procedures Manual; and
- 17.8.9 understand and comply with reporting requirements to State and Territory welfare authorities in accordance with relevant legislation.

18. REFERRAL PROCESS

Referrals from the Department:

- 18.1 The Department will refer SRSS Recipients to SRSS Providers with a nominated Band classification. The SRSS Provider must deliver Services to the SRSS Recipient in accordance with their nominated Band.
- 18.2 While it is anticipated that referrals will generally occur during Business Hours, the Department may refer SRSS Recipients at any time of the day or night on any day of the year.
- 18.3 The SRSS Provider must accept all referrals and deliver the Services in accordance with this Contract (including this Schedule of Services) unless the Department grants a written exemption.
- 18.4 If the SRSS Provider is not able to deliver the Services to any SRSS Recipient referred to them, they must request in writing an exemption from the Department detailing why they are unable to deliver the Services, for the Department's consideration.
- 18.5 The Department will consider the request for exemption and respond within two Business Days.

Band 1:

- 18.6 The SRSS Provider must commence service delivery to SRSS Recipients in Band 1 in established Alternative Places of Detention immediately following a referral.
- 18.7 The SRSS Provider must commence service delivery to SRSS Recipients in Band 1 in other Alternative Places of Detention (not already established) within reasonable timeframes as Notified by the Department.

Bands 2 and 3 (process prior to the SRSS Recipient being transferred into the SRSS Provider's care):

- 18.8 Band 2 and 3 referrals will include basic biographical information about the SRSS Recipient(s), and any special needs or health concerns where these are known to the Department. In response to Band 2 and 3 referrals, the SRSS Provider must:
- 18.8.1 ensure any referral to Provided Accommodation is appropriate to the needs and circumstances of the SRSS Recipient(s) and Notify the Department if it is unsuitable; or
 - 18.8.2 conduct an Accommodation Suitability Assessment where a Community Link has been identified (as outlined in paragraph 11 of this Schedule of Services).
- 18.9 The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals to Provided Accommodation within two Business Days. For referrals where the SRSS Recipient is under the guardianship of the Minister of Immigration and Border Protection (commonly known as an IGOC Minor), the SRSS Provider may also be required to accept Custodianship within two Business Days in accordance with the SRSS Operational Procedures Manual.
- 18.10 If the SRSS Provider or its Personnel are appointed as a Custodian, the SRSS Provider or its Personnel (as applicable) must abide by the requirements of all applicable Laws and in accordance with the SRSS Operational Procedures Manual.
- 18.11 The Department will, where possible, give the SRSS Provider at least 48 hours' notice before transferring an SRSS Recipient (Band 2 and 3) into their care. In exceptional circumstances, the SRSS Provider must have the capacity to accept a Band 2 or 3 SRSS Recipient into their care with less than 48 hours Notice.
- 18.12 SRSS Recipients must reside in the accommodation approved by the Minister.
- 18.13 Prior to transfer, the SRSS Provider must make preparations to commence Service delivery, including:
- 18.13.1 planning transit assistance Services; and
 - 18.13.2 allocating a Case Worker to each Case as appropriate (this may be a single SRSS Recipient or family group as identified by the Department).
- 18.14 Where possible, SRSS Recipients will be transferred to the SRSS Provider from Monday to Thursday; however, in exceptional circumstances as determined by the Department, the SRSS Provider must receive and commence Services at any time of the day or night, and on any day of the year.

Band 4 (process prior to the SRSS Recipient release from Held Detention):

- 18.15 SRSS Recipients will either be referred to the SRSS Provider as group or as single SRSS Recipient (or Case) referrals. The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals within two Business Days.
- 18.16 Where possible, the Department will send the SRSS Provider referrals two weeks prior to the SRSS Recipient(s)' release date.
- 18.17 Referral information will include basic biographical information, and any special needs or health concerns where these are known to the Department. On receipt of the referral the SRSS Provider must make preparations to commence Service delivery, including:
 - 18.17.1 planning for transit assistance Services where required;
 - 18.17.2 allocating a Case Worker to each Case (this may be a single SRSS Recipient or family group as identified by the Department); and
 - 18.17.3 securing appropriate accommodation, including making contact with Community Links where appropriate (Community Link Checks).
- 18.18 The exact number and composition of SRSS Recipients will be finalised two Business Days before transit. The SRSS Provider must be prepared to make adjustments to accept and manage the final composition of the referral after receiving notice of the final composition from the Department.

Bands 5 and 6:

- 18.19 The Department will refer eligible Band 5 and 6 SRSS Recipients to the SRSS Provider. The SRSS Provider must respond (accept, seek an exemption or request additional information) to referrals within five Business Days.
- 18.20 The SRSS Provider must make contact with the SRSS Recipient and commence the Services within five Business Days of receiving the referral.

Applications from the Community:

- 18.21 The SRSS Provider must also provide assistance to individuals in the community who wish to apply for Band 6 support.
- 18.22 In assisting individuals with the application process, the SRSS Provider must first make a Preliminary Assessment to determine whether or not the individual is likely to be eligible for Band 6 support using the Preliminary Assessment Checklist included in the SRSS Operational Procedures Manual.
- 18.23 If the SRSS Provider determines that the individual is likely to be eligible, they must assist the individual to complete the application using the template provided by the Department. The SRSS Provider must then submit the application to the Department, together with supporting documentary evidence of financial assets and liabilities, living expenses and income.
- 18.24 If the information is incomplete, the Department will Notify the SRSS Provider. The SRSS Provider must provide additional information as required.

- 18.25 The Department will Notify the applicant and the SRSS Provider if the application has been approved. The SRSS Provider must commence the Services to the applicant (the SRSS Recipient) within five Business Days of receiving the approval Notification.

Independent Observer Services:

- 18.26 The Department will Notify the SRSS Provider about the need for Independent Observer Services for SRSS Recipients. Independent Observer Services must be provided within 24 hours of Notification, or within a timeframe otherwise agreed by the Department.
- 18.27 The SRSS Provider must employ suitably trained and supported Personnel who have undergone relevant checks to deliver Independent Observer Services to support the wellbeing of eligible SRSS Recipients (Unaccompanied Minors and other SRSS Recipients as determined by the Department) while they undergo formal interviews.
- 18.28 The SRSS Provider must ensure Independent Observers:
- 18.28.1 ensure the interview process is adequately explained to, and understood by, the SRSS Recipient;
 - 18.28.2 observe the conduct of the interview and the demeanour and presentation of the SRSS Recipient;
 - 18.28.3 are attentive to non-verbal cues of the SRSS Recipient that indicate a need to take a break during the interview;
 - 18.28.4 recognise signs that the SRSS Recipient may benefit from counselling and promptly relay such information to the Department;
 - 18.28.5 ensure the SRSS Recipient is debriefed and questions are addressed prior to conclusion of any interview;
 - 18.28.6 raise any concerns with the interviewer about the emotional and physical state of the SRSS Recipient during the interview process; and
 - 18.28.7 ensure the SRSS Recipient is returned into safe care at the conclusion of the interview process.
- 18.29 The SRSS Provider must promptly report any concerns regarding the process to the Department immediately following an interview, and provide all material, including documents and information created or stored by the Independent Observer in connection with the interview process, to the Department.
- 18.30 The SRSS Provider must not employ Independent Observers to perform the dual role of being an Independent Observer and a Carer or Case Worker.

Transfers between Bands, Locations and SRSS Providers:

- 18.31 SRSS Recipients may move between Bands, locations or SRSS Providers while in the SRSS Programme as determined by the Department.
- 18.32 The SRSS Provider must only implement a move between Bands, by adjusting the Services, on written advice or approval from the Department.

- 18.33 The SRSS Provider must complete an Exit Checklist when an SRSS Recipient moves out of Bands 2 or 3 (either through exiting the SRSS Programme or moving to a different Band) within five Business Days of the exit date.
- 18.34 The SRSS Provider must only implement and assist with a move to a new location for SRSS Recipients in Bands 1-3 after receiving written Notice from the Department.
- 18.35 SRSS Recipients in Bands 4-6 are living in the community lawfully and can move to a new location at any time at their own expense as long as they comply with their Visa conditions.
- 18.36 The SRSS Provider(s) must assist the Department and the SRSS Recipient during transfers as relevant and as required by:
- 18.36.1 cooperating and sharing information with the Department, the Detention Service Provider and Other Providers;
 - 18.36.2 assisting the SRSS Recipient to exit Provided Accommodation, including assisting the SRSS Recipient to meet their responsibilities for finalising debts and cleaning in accordance with the SRSS Operational Procedures Manual;
 - 18.36.3 notifying schools, doctors and other providers of change of address;
 - 18.36.4 providing appropriate transit assistance Services, where required by the Department (Bands 1, 2 and 3 only);
 - 18.36.5 updating Case Plans in accordance with 10 Business Days of an SRSS Recipient moving between Bands; and
 - 18.36.6 adjusting the Services in accordance with their new Band within the timeframes outlined below.
- 18.37 If an SRSS Recipient has moved locations, they may require some initial orientation support in their new location (as determined by the SRSS Provider based on a needs assessment), as detailed under paragraph 24.5

Timeframes for transfer of SRSS Recipients between bands:

- 18.38 Where SRSS Recipients are being transferred from Band 1 to Band 2, the SRSS Provider must follow the processes outlined under referrals in paragraphs 18.8 to 18.14 above.
- 18.39 Where SRSS Recipients are being transferred from Band 2 to Band 3, the SRSS Provider must adjust the Services at an agreed date in consultation with the Department.
- 18.40 Where SRSS Recipients are being transferred from Bands 2 or 3 to Band 4, the SRSS Provider must commence Band 4 support immediately on Notification from the Department. The SRSS Recipient must be assisted to depart their Band 2 or 3 Provided Accommodation within 10 Business Days. The SRSS Provider must retrieve the SRSS Recipient's Detention Health Service Provider card and return it to the Detention Health Service Provider office within five Business Days of the SRSS Recipient transitioning out of Bands 2 or 3.
- 18.41 Where SRSS Recipients are being transferred from Band 4 to Bands 5 or 6, the SRSS Provider must ensure the Services are adjusted within the six week (30 Business Days) period of eligibility for Band 4. There is no transition period beyond the six week period of eligibility.

- 18.42 Where SRSS Recipients are being transferred from Band 5 to Band 6, the SRSS Provider must adjust the Services within five Business Days.

19. TRANSIT ASSISTANCE SERVICES

- 19.1 The SRSS Provider must provide transit assistance Services to SRSS Recipients moving from Immigration Detention Facilities into the community and to eligible SRSS Recipients moving within the community in accordance with the SRSS Operational Procedures Manual. This assistance may be required for groups or individuals on any day of the week.
- 19.2 Where SRSS Recipients are exiting an Immigration Detention Facility, the Department will organise and pay for all SRSS Recipient flights and transit accommodation where required.
- 19.3 The SRSS Provider must provide transit assistance Services in accordance with the SRSS Recipient's level of need as determined by the Department. This will be communicated to the SRSS Provider with the SRSS Recipient's itinerary.
- 19.4 Unless advised otherwise, the SRSS Provider must:
- 19.4.1 meet the SRSS Recipient at the arrival gate of the airport (for interstate transfers) or the Immigration Detention Facility (for intra-state transfers);
 - 19.4.2 transport the SRSS Recipient with their luggage to their new address in the community; and
 - 19.4.3 record the transit assistance Service provided in accordance with the SRSS Operational Procedures Manual.
- 19.5 Where required, the Department may request the SRSS Provider to accompany the SRSS Recipient from an Immigration Detention Facility interstate to their community placement. If required, the Department will book and pay for the leg of the flight for which the SRSS Provider is accompanying the SRSS Recipient.
- 19.6 In all other cases, the SRSS Provider must book and pay for their own airfares and accommodation. SRSS Provider travel arrangements must be economy class and represent best fare of the day. The SRSS Provider may seek reimbursement for these costs in accordance with Attachment B.
- 19.7 The SRSS Provider must work cooperatively with the Department and Other Providers to ensure its travel arrangements are coordinated with the SRSS Recipient's travel arrangements.
- 19.8 If required by the Department, the SRSS Provider must provide a small allowance to the SRSS Recipient in accordance with the SRSS Operational Procedures Manual for food and other immediate needs to support the SRSS Recipient until they reach their destination. The Department will reimburse this allowance in accordance with Attachment B.
- 19.9 If required by the Department, the SRSS Provider must provide transit assistance Services as an isolated Service to SRSS Recipients transiting through their nominated Contract Region to another Contract Region. This includes meeting the SRSS Recipients at the airport, assisting them with their immediate needs, and helping them to catch their next flight. Transit assistance Services may also include assisting SRSS Recipients transiting overnight.

20. RECEPTION AND INDUCTION

- 20.1 The SRSS Provider must provide reception and induction Services to SRSS Recipients to meet their immediate needs on entry to the SRSS Programme.

Band 1:

- 20.2 The SRSS Provider must support the Detention Service Provider and the SRSS Recipient during the induction process. In doing so, the SRSS Provider must:

- 20.2.1 ensure the SRSS Recipient understands key messages;
- 20.2.2 provide the SRSS Recipient with emotional support; and
- 20.2.3 escalate relevant information or concerns to the Detention Service Provider using appropriate communication channels.

- 20.3 The SRSS Provider must also ensure the SRSS Recipient:

- 20.3.1 has received adequate bedding, clothing and personal items;
- 20.3.2 understands where food, facilities and services are located and is able to access them; and
- 20.3.3 understands how to respond to emergency situations.

- 20.4 The SRSS Provider must pay particular attention to the safety and wellbeing of all newly arrived Band 1 SRSS Recipients through their first night in the SRSS Programme. The SRSS Provider must then continue to monitor the SRSS Recipient's safety and wellbeing throughout their time in the SRSS Programme, and refer any issues to the Detention Service Provider.

Bands 2, 3 and 4:

- 20.5 The SRSS Provider must provide:

- 20.5.1 the SRSS Recipient with an overview of the Services in accordance with the SRSS Recipient's allocated Band;
- 20.5.2 Band 2 SRSS Recipients a mobile phone and pre-paid credit in accordance with the SRSS Operational Procedures Manual;
- 20.5.3 Band 2 and 3 SRSS Recipients their Detention Health Service Provider card and provide a basic overview of how to access health services;
- 20.5.4 relevant contact details and information and instructions on emergency procedures; and
- 20.5.5 a property induction as soon as it is practical (either immediately on arrival, or where appropriate, provide basic information immediately followed by more comprehensive information the following day), including:
 - 20.5.5.1 fire safety instruction, including what to do if a smoke alarm activates and safe use of heaters and other appliances;

- 20.5.5.2 kitchen safety education, including safe cooking practices and appropriate food storage;
 - 20.5.5.3 instruction regarding the use of appliances in the property;
 - 20.5.5.4 direction and rules regarding the use of the property (including house rules for Band 2 SRSS Recipients, and the SRSS Recipient's responsibility to not cause intentional damage to the property and meet the cost of any damage);
 - 20.5.5.5 security for the house and personal property;
 - 20.5.5.6 the SRSS Recipient's responsibilities with regard to using and paying for utilities (noting utilities are paid by the SRSS Provider for Band 2 properties);
 - 20.5.5.7 the SRSS Recipient's responsibilities with regard to cleaning, gardening and maintenance of the property; and
 - 20.5.5.8 an overview of their responsibilities as a Custodian, where applicable.
- 20.6 All information must be delivered both orally and in writing in a language understood by the SRSS Recipient.

Initial Payments:

Band 2 - 6

- 20.7 The SRSS Provider must provide Band 2, 3 and 4 SRSS Recipients with an Initial Payment immediately on exit from an Immigration Detention Facility in accordance with the SRSS Operational Procedures Manual. SRSS Providers must also provide, where there is a need identified by the Department, an initial payment to SRSS Recipients entering in to Band 5 or Band 6 of the Programme. The Department will reimburse the amount of the Initial Payment in accordance with Attachment B. SRSS Providers must explain to SRSS Recipients that they are to use the Initial Payment to meet living expenses until they receive their first Living Allowance payment from the Commonwealth.
- 20.8 Initial Payments may be recoverable as outlined in the SRSS Operational Procedures Manual.

Basic Starter Package:

Band 3

- 20.9 The SRSS Provider must provide a Basic Starter Package to Band 3 SRSS Recipients who have exited Held Detention immediately on arrival in Provided Accommodation. The Basic Starter Package must comprise staple foods, some fresh foods and some basic cleaning and personal products. The SRSS Provider must ensure the package includes sufficient items to allow the SRSS Recipient to prepare a simple first meal and to reside in the house comfortably until they are able to go to a supermarket.
- 20.10 The SRSS Provider must ensure all food provided as part of the Basic Starter Package is culturally appropriate and is tailored to the needs of the SRSS Recipient.

- 20.11 The SRSS Provider must ensure the Basic Starter Package is prepared and delivered in accordance with the SRSS Operational Procedures Manual. The cost must be within the pre-approved expenditure amount and the Service must be recorded in departmental systems.
- 20.12 SRSS Providers must only provide the Basic Starter Package to SRSS Recipients once. The SRSS Provider must inform the SRSS Recipient that they must use their Initial Payment and subsequent Living Allowance to purchase or replace items as needed.

Band 4

- 20.13 If Band 4 SRSS Recipients arrive in the community after 5:00pm, the SRSS Provider must provide the SRSS Recipient basic food and personal items as outlined in the SRSS Operational Procedures Manual.

Parameters of the SRSS Programme and SRSS Recipient Responsibilities (All SRSS Recipients):

- 20.14 The SRSS Provider must explain that the SRSS Programme is only available while the SRSS Recipient meets certain eligibility criteria, and it is conditional on their cooperation to help resolve their immigration status and their behaviour. If the Department informs the SRSS Provider that the SRSS Recipient is no longer eligible, the SRSS Recipient must be transitioned out of the SRSS Programme.
- 20.15 As relevant, the SRSS Provider must ensure SRSS Recipients understand the importance of their responsibility for:
- 20.15.1 abiding by their Visa or Residence Determination conditions (this may include restrictions on the right to work and study);
 - 20.15.2 their personal safety and the safety of Minors in their care;
 - 20.15.3 contacting a Carer or Case Worker if there is a medical or other emergency (after dialling 000);
 - 20.15.4 following safety procedures;
 - 20.15.5 ensuring children of mandatory school ages attend school;
 - 20.15.6 abiding by all Commonwealth and relevant State or Territory Laws;
 - 20.15.7 adhering to acceptable standards of behaviour in the community, including those stipulated in the Code of Behaviour; and
 - 20.15.8 complying with reasonable directions and rules set by the Department, the Detention Service Provider, their Carer and their Case Worker.

21. NEEDS ASSESSMENTS AND CASE PLANS

Band 1:

- 21.1 The SRSS Provider must constructively contribute to the development of the SRSS Recipient's Individual Management Plan (which is similar to a Case Plan) managed by the Detention Service Provider, where possible in cooperation with the Detention Service Provider during its creation, otherwise within 5 Business Days of receiving the Plan.

Bands 2-6:

- 21.2 The SRSS Provider must employ Case Workers to conduct needs assessments and develop Case Plans for each Case in their care. A Case is either a single SRSS Recipient or a family group as identified by the Department.
- 21.3 In exceptional circumstances, the Department may require the SRSS Provider to undertake an initial needs assessment before an SRSS Recipient enters the community, for example:
- 21.3.1 where an SRSS Recipient displays high levels of need that may impact on their accommodation requirements; or
 - 21.3.2 where an SRSS Recipient is likely to require immediate specialist attention on arrival in the community.
- 21.4 When undertaking a needs assessment to develop a Case Plan, the Case Worker must:
- 21.4.1 take into account any information provided in the Referral process or Band 6 Application as relevant;
 - 21.4.2 involve the SRSS Recipient(s) (Case) in identifying their needs;
 - 21.4.3 identify the care and welfare support required by the SRSS Recipient;
 - 21.4.4 develop strategies to identify and build on the SRSS Recipient's strengths so they are able to achieve a level of self-sufficiency;
 - 21.4.5 pay particular attention to the needs of young people (people aged 15-25 years), including focussing specifically on developing suitable plans to engage them in meaningful activities; and
 - 21.4.6 ensure recommended Services are in accordance with the SRSS Operational Procedures Manual.
- 21.5 The SRSS Provider must submit Case Plans (Bands 2 - 6) to the Department within 10 Business Days of the SRSS Recipient's placement in their Care.
- 21.6 Initial Case Plans for SRSS Recipients in Bands 2, 3 and 5 require departmental approval. Band 4 and 6 Case Plans will be reviewed for quality and consistency with policy through either random or targeted sampling by the Department.
- 21.7 The SRSS Provider must implement the Case Plan at the earliest opportunity after it has been finalised and, where relevant, approved by the Department.
- 21.8 Case Plans must be developed in accordance with the SRSS Operational Procedures Manual.

Case Plan Reviews:

- 21.9 The SRSS Provider must ensure Case Workers review Case Plans with SRSS Recipients in Bands 2, 3, 5 and 6 (**Case Plan Review**) every time a Case Worker contacts an SRSS Recipient to ensure appropriate levels of support are in place and the SRSS Recipient is building on strengths to achieve a level of self-sufficiency.

Updates, Escalations, Notifications and Requests:

- 21.10 Where there is a change in the SRSS Recipient's circumstances, the SRSS Provider must ensure the Department is informed of those changes through a Case Plan Update, Escalation, Notification or Request in accordance with the SRSS Operational Procedures Manual.
- 21.11 Situations where one or more of these functions (Case Plan Update, Escalation, Notification or Request) is required, include:
 - 21.11.1 a change in the needs or wellbeing of an SRSS Recipient;
 - 21.11.2 there is a need for extra funds or Services not already approved or pre-approved in accordance with the SRSS Operational Procedures Manual;
 - 21.11.3 a change in family composition; and
 - 21.11.4 a change of address or overnight stay request for SRSS Recipients in the community under Residence Determination arrangements (Bands 2 and 3).
- 21.12 All Case Plan Updates, Escalations, Notifications and Requests must be submitted to the Department within 10 Business Days of the SRSS Provider becoming aware of the SRSS Recipient's relevant needs.
- 21.13 The SRSS Provider must not use these functions for Incident reporting. The SRSS Provider must comply with the Incident reporting requirements at paragraphs 30.1 to 30.15 below.

Support Recommendation - Bands 2, 3, 5 and 6:

- 21.14 Where there is a change to an SRSS Recipient's circumstances or status that may affect their eligibility for the SRSS Programme, and where an SRSS Recipient is due to exit a Band, the SRSS Provider must make a Support Recommendation about the SRSS Recipient's ongoing support requirements.
- 21.15 The SRSS Provider must submit a Support Recommendation to the Department where the SRSS Provider is making a recommendation:
 - 21.15.1 to transition an SRSS Recipient between Bands; or
 - 21.15.2 to recommend that the SRSS Recipient is no longer in need of support through the SRSS Programme.

Support Recommendation - Band 4:

- 21.16 The SRSS Provider must submit a Support Recommendation to the Department no later than 10 Business Days before an SRSS Recipient is due to exit Band 4.

22. FINANCIAL HARDSHIP ASSISTANCE

- 22.1 If either the SRSS Provider or the Department identifies that an SRSS Recipient in Bands 2-6 is in need of additional assistance to address an immediate financial crisis situation, the SRSS Provider must undertake a needs assessment and deliver Financial Hardship Assistance to the SRSS Recipient in accordance with the SRSS Operational Procedures Manual.
- 22.2 Where possible, the SRSS Provider must provide 'in-kind' support (not cash).

- 22.3 The SRSS Provider must work with all SRSS Recipients who have received Financial Hardship Assistance to mitigate any ongoing need for such support.

23. ESSENTIAL REGISTRATIONS

- 23.1 The SRSS Provider must assist all SRSS Recipients with Essential Registrations in a timely manner, including for health, education and Living Allowances.

Health and Wellbeing:

- 23.2 The SRSS Provider must educate SRSS Recipients about available physical and mental health services and how to access those services as relevant to each Band.

Bands 1, 2 and 3:

- 23.3 All SRSS Recipients in Bands 1-3 will be registered with the Detention Health Service Provider by the Department. The Detention Health Service Provider will facilitate access to health services, including general practitioners and pharmacies.
- 23.4 The Detention Health Service Provider will send individual health cards to the SRSS Provider for SRSS Recipients in Band 2 and 3 soon after the SRSS Provider has confirmed the referral. The SRSS Provider will also receive advice on the SRSS Recipient's allocated general practitioner and pharmacy.
- 23.5 The SRSS Provider must give the SRSS Recipient their health card as soon as they enter the community. The SRSS Provider must explain the Detention Health Service Provider system to the SRSS Recipient, and link the SRSS Recipient to their allocated general practitioner and pharmacy.
- 23.6 The SRSS Provider must assist the SRSS Recipient to make and attend their first appointment with their general practitioner within their first month in the community. The SRSS Provider must ensure the SRSS Recipient provides their general practitioner with a copy of their health discharge assessment at their first appointment (the SRSS Recipient will receive two copies of this assessment when they exit an Immigration Detention Facility, as outlined in the SRSS Operational Procedures Manual).
- 23.7 The SRSS Provider must assist the SRSS Recipient to make appointments, and raise new and outstanding health issues with the Detention Health Service Provider. The SRSS Provider must educate the SRSS Recipient about how to access eligible Services independently.
- 23.8 The SRSS Provider must not pay any health related invoices for SRSS Recipients in Bands 1, 2 or 3. The SRSS Provider must ensure the SRSS Recipient's Detention Health Service Provider card is returned within five Business Days of moving out of Bands 2 or 3.

Bands 4, 5 and 6:

- 23.9 The Department will identify SRSS Recipients who may be eligible for Medicare. The SRSS Provider must assist those SRSS Recipients to register with Medicare within 10 Business Days of receiving the Case and provide a basic overview of the services available to them.
- 23.10 For SRSS Recipients who are not eligible for Medicare, the SRSS Provider must assist the SRSS Recipient to access required health services and pay for the required health services at an amount which is equivalent to the cost of services which would have otherwise been reimbursed to the SRSS Recipient through the Medicare Benefit Scheme.

- 23.11 The SRSS Provider must educate the SRSS Recipient about their responsibility for any costs that exceed the Medicare benefit. In exceptional circumstances, where an SRSS Recipient is unable to meet those costs, the SRSS Provider must submit an application for funding detailing the treatment being sought with relevant referrals to the Department as a payment Request in accordance with the SRSS Operational Procedures Manual.
- 23.12 The SRSS Provider must assist eligible SRSS Recipients to locate an appropriate bulk-billing service.

Visa related health checks:

- 23.13 If required, the Department will Notify the SRSS Recipient about the types of tests required for their Visa application. For SRSS Recipients in Bands 4 - 6, the SRSS Provider must pay and invoice the Department for Visa related health checks if the SRSS Recipient is unable to make the payment themselves. The Department will reimburse these amounts in accordance with Attachment B.

Mental Health - Bands 1 - 6:

- 23.14 The SRSS Provider must monitor the mental health of SRSS Recipients in their care and assist with referrals if it becomes aware of a Recipient having mental health issues. If the Department has provided information about a mental health issue for a particular SRSS Recipient, the SRSS Provider must assist that SRSS Recipient to make and attend an appointment with their general practitioner as soon as possible for treatment or referral as needed.
- 23.15 The SRSS Provider must ensure any change in an SRSS Recipient's mental health is recorded in their Case Plan and reported to the Department in line with the reporting requirements outlined under Incident Reporting at paragraphs 30.1 to 30.15 below. The SRSS Provider must refer the SRSS Recipient to an appropriate mental health practitioner or general practitioner as soon as possible in accordance with the SRSS Operational Procedures Manual. The SRSS Provider should inform the Department of those instances where an SRSS Recipient refuses to engage with mental health professionals.
- 23.16 The SRSS Provider must ensure Carers and Case Workers are familiar with mental health first aid to give them the skills to support SRSS Recipients who may develop a mental health problem or experience a 'mental health crisis' until the SRSS Recipient is able to access appropriate professional treatment or until the crisis resolves.

Education:

- 23.17 The Department will work with educational institutions to give school-aged children access to school while in the SRSS Programme. The SRSS Provider must assist SRSS Recipients to enrol school-aged children in Bands 2, 3, 5 and 6 in those schools within five School Days of entering their Care, with the exception of special needs children where it is acknowledged that the enrolment process may take longer. Where the SRSS Provider is finding it difficult to meet this timeframe, they must raise the issue with the Department.
- 23.18 The SRSS Provider must assist Parents, Custodians, Carers and guardians in overcoming barriers to the child's attendance at school.
- 23.19 The SRSS Provider must work with SRSS Recipients who are Unaccompanied Minors to overcome barriers to their attendance at school.

Schooling Requirements Package:

- 23.20 The SRSS Provider must provide SRSS Recipients who are eligible school aged children with a Schooling Requirements Package before they commence school. This Service must be delivered on a needs basis and in accordance with the SRSS Operational Procedures Manual.
- 23.21 SRSS Recipients are able to retain items purchased with the Schooling Requirements Package when they move to a different Band or exit the SRSS Programme.

English as a Second Language (ESL) Education:

- 23.22 The Department gives some SRSS Recipients access to Department funded ESL Classes. The details of eligibility are outlined in the SRSS Operational Procedures Manual. The SRSS Provider must discuss ESL needs with adult SRSS Recipients and arrange their enrolment in accordance with their entitlements.
- 23.23 If an SRSS Recipient who is attending ESL Classes is transferred to another location, the SRSS Provider must notify the ESL provider as early as possible to cease enrolment.
- 23.24 If an SRSS Provider is receiving an SRSS Recipient from another location, the SRSS Provider must work with the local ESL provider to ensure any remaining ESL entitlements can be accessed in their new location.

Living Allowance:

- 23.25 The SRSS Provider must assist SRSS Recipients in Bands 2-6 to open a bank account within five Business Days of moving into the Australian community.
- 23.26 SRSS Recipients need a bank account in order to register with the Department of Human Services for Living Allowance payments.
- 23.27 The SRSS Provider must register all SRSS Recipients in Bands 2-6 with the Department of Human Services within five Business Days of the SRSS Recipient moving into the Australian community.
- 23.28 The SRSS Provider must ensure all eligible SRSS Recipients receive basic financial management guidance to support them in managing their Living Allowances effectively. SRSS Providers must also ensure SRSS Recipients are informed about the expenses for which they are responsible.
- 23.29 The SRSS Provider must provide ongoing basic financial management guidance where required.

Childcare:

- 23.30 In exceptional circumstances, families with young children in Band 3 (and other Bands if instructed by the Department) may be eligible for childcare assistance to enable the adult(s) to attend appointments or ESL Classes. The SRSS Provider must first investigate alternatives, such as care with a relative or friend. Where an alternative arrangement cannot be found, the SRSS Provider must submit a Payment Request to the Department for approval. If approved, the SRSS Provider must assist the SRSS Recipient to access the approved childcare for the duration of the appointment or class and make the necessary payments. Payments will be reimbursed by the Department in accordance with Attachment B.

24. ORIENTATION ASSISTANCE SERVICES

- 24.1 The SRSS Provider must ensure eligible SRSS Recipients are offered necessary orientation Services to help them to adjust to their environment (their Alternative Place of Detention or the community, as relevant). The SRSS Provider must ensure the orientation Services planned and delivered to each SRSS Recipient are detailed in their Case Plan (or Individual Management Plan, as relevant).
- 24.2 Participation is not mandatory, but it is encouraged. The SRSS Provider must accurately record an SRSS Recipient's decision not to participate in or receive orientation Services in the SRSS Recipient's Case Plan (or Individual Management Plan, as relevant).
- 24.3 The SRSS Service Provider is responsible for providing orientation to SRSS Recipients in Band 1. The SRSS Provider must ensure the SRSS Recipient is able to access information appropriately and receives any necessary orientation support.
- 24.4 Orientation Services for SRSS Recipients in the Community can be broken into:
- 24.4.1 initial orientation; and
 - 24.4.2 more comprehensive orientation support.
- 24.5 The SRSS Provider must provide an initial orientation within the first week of the SRSS Recipient (Bands 2, 3 and 4) entering their care. Initial orientation must cover basic information to assist the SRSS Recipient during their first weeks in the community (or their new local area, in the case of a transfer from one location to another where required). Topics to be covered for initial orientation include:
- 24.5.1 identifying the location of a general practitioner and pharmacy;
 - 24.5.2 explaining the proper use of emergency services;
 - 24.5.3 identifying the location of ATMs and instruction on how to use them;
 - 24.5.4 explaining and identifying the location of public transport, timetables and maps;
 - 24.5.5 identifying the location of local shops;
 - 24.5.6 identifying the location of local schools for children (if applicable);
 - 24.5.7 identifying the location of parks and recreation areas;
 - 24.5.8 identifying the location of library and other community facilities, including internet facilities;
 - 24.5.9 identifying the location of the Department's closest office;
 - 24.5.10 introducing and linking in with ethnic and religious community groups, places of worship, and other community groups, such as play groups, mothers groups, community centres; and
 - 24.5.11 providing basic information about rules and Laws, including:
 - 24.5.11.1 adherence to the Code of Behaviour;

- 24.5.11.2 child safety legislation, including mandatory reporting of suspected neglect and abuse;
 - 24.5.11.3 domestic violence legislation;
 - 24.5.11.4 race and sex discrimination legislation;
 - 24.5.11.5 appropriate public behaviour;
 - 24.5.11.6 theft and damage to property;
 - 24.5.11.7 alcohol and drug Laws, including age restrictions and driving under the influence; and
 - 24.5.11.8 road safety.
- 24.6 The SRSS Provider must commence more comprehensive orientation Services within the first month of the SRSS Recipient entering the community to assist SRSS Recipients in Bands 2, 3, 4, 5 and 6 to adjust to life in the Australian community, where required. This can be done in a group situation, such as a course, or individually and it must represent value for money.
- 24.7 The SRSS Provider must ensure orientation Services are delivered at a level suitable to the SRSS Recipient's learning ability, in a language they understand and at appropriate times that accord with their other commitments.
- 24.8 The SRSS Provider must ensure the more comprehensive orientation Services reinforce key messages introduced during the initial orientation, and expands on the SRSS Recipient's existing knowledge. Topics to be covered include:
- 24.8.1 local orientation and settling in;
 - 24.8.2 money management;
 - 24.8.3 accommodation;
 - 24.8.4 youth issues including parenting skills and managing teenagers in Australian context;
 - 24.8.5 education;
 - 24.8.6 family life including managing family conflict and responding to domestic violence;
 - 24.8.7 health;
 - 24.8.8 cultural issues and communication skills; and
 - 24.8.9 life in the Australian community, including a focus on rights and responsibilities and the Code of Behaviour.
- 24.9 Additional detail is outlined in the SRSS Operational Procedures Manual.
- 24.10 The objective of the broader orientation Services is to give participants the skills necessary to help them achieve a level of independence in the community and to ensure they understand

their responsibilities. The SRSS Provider is responsible for building in competency measures to ensure key messages are understood. Basic competency requirements are outlined in the SRSS Operational Procedures Manual.

- 24.11 The SRSS Provider must conduct a needs assessment to determine whether SRSS Recipients in Bands 5 and 6 require orientation Services. Orientation Services must be delivered to SRSS Recipients in Bands 5 and 6 in accordance with the SRSS Operational Procedures Manual, or as otherwise instructed by the Department.
- 24.12 Where an SRSS Recipient transfers between Bands, SRSS Providers or locations, SRSS Providers must determine whether or not there is an ongoing need for orientation Services, and if required, they must ensure the SRSS Recipients are offered appropriate orientation Services.
- 24.13 The SRSS Provider must aim to complete their more comprehensive orientation Services within three months from the date of commencement. Should the SRSS Provider assess the SRSS Recipient as needing additional orientation Services beyond the three month timeframe, the SRSS Provider must provide an explanation and seek departmental approval.
- 24.14 The SRSS Provider must ensure departmental Case Managers and employees from the Assisted Voluntary Return Programme are given an opportunity to contribute to the orientation Services.

25. MEANINGFUL ENGAGEMENT ASSISTANCE

Band 1:

- 25.1 The SRSS Provider must consult with the Department and Other Providers to identify, develop, deliver and facilitate programmes and activities which are appropriate to the abilities and needs of the SRSS Recipient and to the specific site (Alternative Place of Detention, that:
 - 25.1.1 provide opportunities for recreation;
 - 25.1.2 enhance English language skills; and
 - 25.1.3 progress independent living skills.
- 25.2 The SRSS Provider must obtain approval from the Department before developing or commencing any programmes or activities.
- 25.3 Where equipment is required, the SRSS Provider must take responsibility for ensuring goods are cost effective, have departmental approval for the expenditure and ensure the goods are appropriately maintained.
- 25.4 The SRSS Provider must provide performance reporting on recreational and educational programmes in the SRSS Provider Performance Report as attached to the SRSS Operational Procedures Manual.
- 25.5 The SRSS Provider must also liaise with the Detention Service Provider to ensure SRSS Recipients can participate fully in programmes and activities managed by the Detention Service Provider, and assist them to do so. This includes assisting SRSS Recipients to use the Detention Service Provider's Individual Allowance Programme and the Household Allowance Scheme, details of which can be found in the SRSS Operational Procedures Manual.

- 25.6 The SRSS Provider must support SRSS Recipients to freely practice their religion. This includes:
- 25.6.1 ensuring there are sufficient and appropriate supplies within the Alternative Place of Detention and informing the Detention Service Provider and the Department where there are insufficient supplies;
 - 25.6.2 liaising with relevant stakeholders to facilitate the delivery of appropriate religious services and celebrations; and
 - 25.6.3 respecting the SRSS Recipient's religious beliefs.
- 25.7 The SRSS Provider must assess the independent living skills of SRSS Recipients and provide support to develop those skills as outlined in the SRSS Operational Procedures Manual.

Band 2:

- 25.8 The Department provides an allowance for Band 2 SRSS Recipient participation in meaningful engagement activities. The SRSS Provider is required to facilitate access to approved activities using this allowance, in accordance with the SRSS Operational Procedures Manual. Financial or similar monetary support from government and charitable or not-for-profit organisations in the community should not be accessed.

Bands 3-6:

- 25.9 Meaningful engagement assistance for SRSS Recipients in Bands 3 to 6 is a linking service. The Department will not fund the SRSS Provider to develop or deliver activities for SRSS Recipients in Bands 3-6.
- 25.10 The SRSS Provider must work with SRSS Recipients in Bands 3-6 to identify existing activities that will help manage their physical and mental health and assist them to achieve a level of self-sufficiency and social inclusion within the community.
- 25.11 The SRSS Provider must link SRSS Recipients to existing activities or non-government organisations with the capacity to engage them in appropriate volunteering opportunities or social, cultural and sporting activities. Information on appropriate activities and approval requirements is contained in the SRSS Operational Procedures Manual. Case Plans must clearly demonstrate genuine attempts to link SRSS Recipients to meaningful activities. In doing so, the SRSS Provider must involve the SRSS Recipient in identifying appropriate activities while managing their expectations.
- 25.12 The SRSS Provider must inform the SRSS Recipient (Bands 3-6) that they must use their Living Allowance to meet any associated costs for meaningful engagement activities.

26. TRANSITION OUT SERVICES (SRSS RECIPIENT)

- 26.1 The Department will Notify the SRSS Provider if an SRSS Recipient ceases to be eligible for the SRSS Programme and is required to exit the SRSS Programme. Transition Out Services are only required to be provided in respect of an SRSS Recipient if the SRSS Recipient is required to exit the SRSS Programme.
- 26.2 Once Notified and where the transition out does not immediately (where the SRSS Recipient is not re-detained), the SRSS Provider must develop and submit a Transition Out Plan for

SRSS Recipients in Bands 2, 3, 4 and 5 to the Department within five Business Days of receiving the Notification from the Department.

- 26.3 The Transition Out Plan must include details of all necessary steps to wind down support, including assisting with Essential Registrations to mainstream services and linking the SRSS Recipient to other providers as required. The SRSS Provider must identify possible referrals to the Assisted Voluntary Return Programme or the Unaccompanied Humanitarian Minors' Programme, which will be assessed and approved by the Department as appropriate.
- 26.4 Transition Out Plans for SRSS Recipients in Bands 2, 3, 4 and 5 require approval by the Department. Once approved, the SRSS Provider must implement the Transition Out Plan and cease services to SRSS Recipients within the timeframes set out in the approved Transition Out Plan for those SRSS Recipients.
- 26.5 While a Transition Out Plan is not required for approval for SRSS Recipients transitioning out of Band 6, the SRSS Provider must still assist the SRSS Recipient with Essential Registrations to mainstream services as needed.

Bands 2 and 3:

- 26.6 The SRSS Provider must complete the Exit Checklist in the CCMDs portal for all Band 2 and 3 SRSS Recipients exiting the SRSS Programme.
- 26.7 The SRSS Provider must ensure the SRSS Recipient exits Provided Accommodation when they are no longer eligible and Notify the Department when the SRSS Recipient has exited the property.
- 26.8 The SRSS Provider must retrieve the SRSS Recipient's Detention Health Service Provider card and return it to the Detention Health Service Provider office within five Business Days of the SRSS Recipient exiting the SRSS Programme.

27. TRANSITION OUT TIMEFRAMES

- 27.1 The timeframes for transitioning an SRSS Recipient out of the SRSS Programme are as follows:

- 27.1.1 if the SRSS Recipient is granted a Substantive Visa:

- 27.1.1.1 the Department will Notify the SRSS Provider;

- 27.1.1.2 the SRSS Provider then has 20 Business Days from Notification, unless otherwise directed, to transition out SRSS Recipients in Bands 2-5; and

- 27.1.1.3 the SRSS Provider has seven Business Days from Notification to transition out SRSS Recipients in Band 6,

and the SRSS Provider can continue providing Services to the SRSS Recipient until the end of the period calculated in accordance with the above paragraph;

- 27.1.2 if the SRSS Recipient has elected to depart Australia voluntarily:

- 27.1.2.1 the Department will Notify the SRSS Provider; and

- 27.1.2.2 the SRSS Provider can continue to provide Services to the SRSS Recipient for up to 30 Business Days from Notification, and must transition out the SRSS Recipient during this time, in accordance with instruction from the Department;
- 27.1.3 if the SRSS Recipient is being removed from Australia following a negative final outcome on their Visa application (they refuse to depart voluntarily):
 - 27.1.3.1 the Department will Notify the SRSS Provider; and
 - 27.1.3.2 if the SRSS Recipient is not re-detained in an Immigration Detention Facility, the SRSS Provider can provide support for up to 20 Business Days, and must transition out the SRSS Recipient during this time, in accordance with instruction from the Department.
- 27.2 If the SRSS Recipient is re-detained in an Immigration Detention Facility, the SRSS Provider must cease providing Services immediately on notification from the Department (unless they are in Band 2 and moving to Band 1, which would constitute a Transfer between Bands).
- 27.3 If the SRSS Recipient is refusing to cooperate with the Department to resolve their immigration status, the Department will determine the transition out timeframes based on the individual circumstances. The SRSS Provider must comply with those timeframes, and cease services as instructed by the Department.

PART 4 - CONTRACT ADMINISTRATION

28. CONTRACT ADMINISTRATION

Departmental Responsibilities

- 28.1 The Department is responsible for the coordination and management of the SRSS Programme. This includes overall programme and policy guidance and oversight, performance management, financial management, administration of a departmental quality assurance programme, and all ministerial and parliamentary reporting. The Department is responsible for the referral of SRSS Recipients to SRSS Providers within Contract Regions, determining the SRSS Recipient's Band, and providing Case Management support to SRSS Recipients in Bands 1-5. The Department will also provide SRSS Programme-specific training as detailed in paragraphs 33.15 to 33.22.

SRSS Provider Responsibilities

- 28.2 The SRSS Provider must manage and administer delivery of the Services as part of the SRSS Programme, including:
- 28.2.1 meeting contractual obligations;
 - 28.2.2 management and maintenance of facilities and equipment for which it is responsible under the Contract;
 - 28.2.3 human resource management of its Personnel;
 - 28.2.4 training of its Personnel;
 - 28.2.5 contract management and programme implementation, planning and delivery;
 - 28.2.6 preparing and compliance with all applicable operational and procedural manuals in accordance with the Contract;
 - 28.2.7 its risk management;
 - 28.2.8 its records management;
 - 28.2.9 its financial management;
 - 28.2.10 compliance with information technology requirements including as detailed in the Contract;
 - 28.2.11 continuous improvement, quality assurance and performance reporting as detailed in the Contract; and
 - 28.2.12 stakeholder collaboration and engagement including as required by the Contract.

Facilities and Equipment

- 28.3 The SRSS Provider must ensure it has offices that are readily accessible for SRSS Recipients in each metropolitan and regional centre in which they operate. These offices must be accessible by public transport and must include areas where SRSS Recipients can discuss issues of a personal or sensitive nature confidentially.

- 28.4 The SRSS Provider must ensure any premises used to deliver orientation Services has bathroom facilities, is suitable to the size of the group, and is easily accessible for public transport.
- 28.5 All premises must comply with local building codes, and applicable workplace health and safety Laws, and facilitate access to people with disabilities.
- 28.6 The SRSS Provider must provide and maintain all items necessary, and incidental, to the delivery of the Services. This includes, but is not limited to computing systems, software, printers, faxes, furniture and vehicles.

Assets and Property Management:

- 28.7 The SRSS Provider must develop an Assets and Property Register, incorporating Intellectual Property, tangible and intangible Assets, and submit this to the Department at the end of the Contract Transition In Period. The SRSS Provider must maintain and update the Assets and Property Register to ensure that it is accurate and up-to-date at all times. An updated Asset and Property Register must be submitted to the Department every six months on 30 September and 30 March throughout the Term.
- 28.8 In the Assets and Property Register, the SRSS Provider must separately identify all Intellectual Property incorporated in or related to the Services.
- 28.9 Commonwealth Assets may be made available to the SRSS Provider during the Contract Transition In Period from either the Department or from Other Providers as determined by the Department. Commonwealth Assets under the care, custody and control of the SRSS Provider to assist in programme delivery remain the property of the Commonwealth.
- 28.10 The SRSS Provider must maintain (as part of the Assets and Property Register), for any Commonwealth Assets provided or made available to it:
 - 28.10.1 a register of all items that are both portable and valued at \$500 or more; and
 - 28.10.2 a register of all items valued at \$2000 or more.
- 28.11 The SRSS Provider must also maintain a record of all real property leased or owned by the SRSS Provider and used for the purposes of accommodating SRSS Recipients.

29. COMMUNICATION WITH SRSS RECIPIENTS

- 29.1 The SRSS Provider must establish arrangements to use and pay for NAATI accredited interpreters and translators when their use is appropriate to the importance or sensitivity of the communication.
- 29.2 Without limiting paragraph 29.1, the SRSS Provider must use a professional interpreter with NAATI accreditation (Level 3 or above) when assisting SRSS Recipients to access legal or medical services, or where there is a particular need for the SRSS Recipient's confidentiality. Alternative arrangements, such as non-accredited interpreting services, are only acceptable where the SRSS Provider has exhausted all options for a professional interpreting service with NAATI accreditation.

- 29.3 The SRSS Provider must ensure there are processes in place to ensure all essential written communication is translated into a language understood by the SRSS Recipient, including any legal documentation such as SRSS Recipient declarations, emergency information, how to contact emergency services and information on household safety. The SRSS Provider must also ensure there are processes to identify and address the needs of illiterate and pre-literate SRSS Recipients, to ensure they understand the information that is being provided to them.
- 29.4 As SRSS Recipients are neither citizens nor permanent residents they are not eligible to access fee-free services under the Department's Translating and Interpreting Service (TIS). SRSS Providers may make arrangements to use these services on a commercial basis and will be responsible for the cost of doing so.
- 29.5 The operations manual must include practices, guidelines and procedures for both written and oral communication with SRSS Recipients.

Stakeholder and SRSS Recipient complaints and grievances

- 29.6 The SRSS Provider must develop a policy for dealing with stakeholder and SRSS Recipient complaints and grievances. The policy must include:
- 29.6.1 a mechanism for promoting the SRSS Provider's complaints management process to all SRSS Recipients in languages understood by SRSS Recipients;
 - 29.6.2 a mechanism for addressing complaints that are raised and for communicating the response to the complainant;
 - 29.6.3 clear guidance to SRSS Recipients on how they can escalate matters to the Department should any matter not be dealt with to the SRSS Recipient's satisfaction;
 - 29.6.4 information about the Department's Global Feedback Unit; and
 - 29.6.5 an outline of how all information identified in the paragraphs above is communicated to SRSS Recipients.
- 29.7 The operations manual must include practices, guidelines and procedures for managing and responding to stakeholder and SRSS Recipient complaints and grievances.

24 Hour Contact

- 29.8 The SRSS Provider must establish processes for providing all SRSS Recipients with a 24-hour SRSS Provider emergency telephone contact number. SRSS Recipients must be informed of when and how to use the contact number.
- 29.9 The SRSS Provider must also provide a 24-hour on-call SRSS Provider telephone contact number for the Department to use in case of emergency or other high-priority issues or events.
- 29.10 The operations manual must include practices, guidelines and procedures for 24-hour emergency contacts for both SRSS Recipients and the Department.

30. INCIDENT MANAGEMENT AND REPORTING

- 30.1 The SRSS Provider must ensure the safety of SRSS Recipients, staff and other people present in the workplace, including in a manner that is consistent with the requirements of the *Work Health and Safety Act 2011* (Cth) and relevant State/Territory legislation.
- 30.2 As part of the operations manual, the SRSS Provider must develop workplace health and safety Incident management and reporting policies and procedures consistent with the *Work Health and Safety Act 2011* (Cth) and relevant State/Territory legislation. These policies and procedures must detail the strategies that will be adopted to prevent Incidents from occurring, and for responding to Incidents when they do occur.
- 30.3 If Incidents do occur, the SRSS Provider must ensure its Personnel, including Subcontractor Personnel, report Incidents in a manner that meets the timeframes set out in the Contract or as otherwise required by the Department. The SRSS Provider must also report Incidents to other Commonwealth, State and Territory agencies to the extent required by legislation, this Contract or as requested by the Department.

Band 1

The SRSS Provider must provide regular, as needed or as requested, reports to the Department, the Detention Service Provider and relevant Other Providers on SRSS Recipient welfare issues. Where an Incident is submitted to the Department, the SRSS Provider must notify the Detention Service Provider immediately to ensure they are aware of the Incident and are able to manage it appropriately.

Timeframes Band 1:

- 30.4 Critical Incidents:
- 30.4.1 The SRSS Provider must report Critical Incidents to the Department by telephone immediately (within 30 minutes of the SRSS Provider becoming aware of the Incident). The SRSS Provider must follow with an email report to the Department and the Detention Service Provider within four hours.
- 30.5 Major Incidents:
- 30.5.1 The SRSS Provider must report Major Incidents to the Department and the Detention Service Provider by telephone immediately (within one hour of the SRSS Provider becoming aware of the Incident). The SRSS Provider must submit a written report within six hours.
- 30.6 Minor Incidents:
- 30.6.1 The SRSS Provider must report Minor Incidents by written report within 24 hours to the Detention Service Provider.
- 30.7 Indicators:
- 30.7.1 The SRSS Provider must raise with the Department and the Detention Service Provider all concerns that may not as yet be considered an Incident in accordance with the Incident reporting protocol provided by the Department.

Timeframes Bands 2 to 6:

30.8 Critical Incidents:

30.8.1 The SRSS Provider must report Critical Incidents to the Department by telephone immediately (within 30 minutes of the SRSS Provider becoming aware of the Incident). The SRSS Provider must follow with an email report to the Department within one hour for Critical Incidents relating to the death of an SRSS Recipient. For all other Critical Incidents, the SRSS Provider must submit a written report within one Business Day.

30.9 Major Incidents:

30.9.1 The SRSS Provider must report Major Incidents to the Department by telephone immediately (within one hour of the SRSS Provider becoming aware of the Incident). The SRSS Provider must submit a written report within two Business Days.

30.10 Minor Incidents:

30.10.1 For Bands 2 and 3, the SRSS Provider must report Minor Incidents to the Department by telephone within two hours of the SRSS Provider becoming aware of the Incident where there is attendance of State or Territory emergency services. For Bands 2 and 3, all other Minor Incidents must be reported to the Department by telephone at the earliest opportunity within business hours. For Bands 2-6, the SRSS Provider must submit a written report within three Business Days.

30.11 Indicators:

30.11.1 The SRSS Provider must raise with the Department all concerns that may not as yet be considered an Incident in accordance with the SRSS Operational Procedures Manual.

Follow up:

30.12 After an Incident, the Department may request SRSS Provider Personnel, including relevant Subcontractor Personnel, to participate in a Case conference with the Department to discuss the Incident and agree on appropriate actions. The SRSS Provider must comply with any such requests.

Minors:

30.13 The SRSS Provider must ensure all Personnel (including Subcontractor Personnel) and Custodians are aware of and comply with their responsibilities for Incident Reporting as Custodians under the *Immigration (Guardianship of Children) Regulations 2001* (IGOC). These are outlined in the SRSS Operational Procedures Manual and the Department's Incident reporting protocols.

30.14 Where the SRSS Provider has accepted Custodianship, failure to comply with the IGOC Regulations and to comply with responsibilities for report of Incidents is a criminal offence and will incur a penalty (fine).

30.15 Failure by an SRSS Provider to meet any of the Incident reporting requirements of this Contract or reporting requirements arising from other relevant Commonwealth, State or

Territory child welfare Laws may result in the Department reconsidering the SRSS Provider's suitability as Custodian of IGOC Minors and lead to a reduction in Services or action being taken for breach of the Contract.

31. RECORDS MANAGEMENT

- 31.1 The SRSS Provider must develop processes for records management.
- 31.2 Without limiting or reducing the SRSS Provider's obligations under the Contract, the SRSS Provider must:
 - 31.2.1 create, maintain, store securely and transfer records as requested to the Department in accordance with the *Archives Act 1983* (Cth) and the Australian and International standard for records management, AS ISO 15489;
 - 31.2.2 ensure SRSS Recipient privacy is maintained in accordance with the *Privacy Act 1988* and the Australian Privacy Principles;
 - 31.2.3 produce timely, accurate and comprehensive records of all Services;
 - 31.2.4 transfer the custody of any hard or soft copy records to the Department within agreed timeframes acceptable to the Department;
 - 31.2.5 ensure records are safeguarded from unauthorised access or use;
 - 31.2.6 ensure all electronic records have been effectively backed up on a daily basis; and
 - 31.2.7 ensure that no data, record or report is inappropriately accessed, removed, lost or misplaced.
- 31.3 In the creation of records, the SRSS Provider must:
 - 31.3.1 create and maintain an accurate and comprehensive record for each SRSS Recipient, including recording all action taken to deliver Services;
 - 31.3.2 reflect best practice record management practices; and
 - 31.3.3 ensure all Personnel, including Subcontractor Personnel, are familiar with the records management requirements and adhere to all processes, particularly regarding the collection and protection of Personal Information.
- 31.4 The SRSS Provider must comply with any Commonwealth and Royal Commission record management requirements Notified to it, including record disposal freezes.
- 31.5 The operations manual must include practices, guidelines and processes for records management and the treatment of Personal Information and Confidential Information.

32. INFORMATION TECHNOLOGY REQUIREMENTS

- 32.1 The SRSS Provider must have an information technology (IT) environment that meets the minimum IT requirements set by the Department. Meeting these requirements will ensure departmental and SRSS Provider systems are compatible and the SRSS Provider is able to comply with the Department's IT security protocols.

- 32.2 The operations manual must include practices, guidelines and processes for IT security which are consistent with the Contract.

IT Policies:

- 32.3 The SRSS Provider must develop and maintain appropriate SRSS IT policies and procedures for appropriate information management in accordance with the Protective Security Policy Framework and the Contract and demonstrate compliance with policy and handling requirements as required by the Contract.
- 32.4 The SRSS Provider must engage an appropriately certified independent auditor to complete an annual IT security audit, and provide audit reports and compliance statements to the Department. The SRSS Provider must bear all costs of the independent auditor. The annual IT security audit is to be undertaken by an individual or company that has current IT audit certification in a security discipline. Examples of appropriate certifications are:
- 32.4.1 Certified Information Systems Auditor (CISA) -
<http://www.isaca.org/Certification/CISA-Certified-Information-Systems-Auditor/Pages/default.aspx> ;
 - 32.4.2 Information Security Registered Assessors Program (IRAP) -
<http://www.asd.gov.au/infosec/irap.htm> ;
 - 32.4.3 ISO 27001 Lead Auditor -
http://en.wikipedia.org/wiki/ISO/IEC_27001_Lead_Auditor ; or
 - 32.4.4 An equivalent IT audit certification.
- 32.5 The department may assist SRSS Providers in the review of the suitability of the proposed auditor.
- 32.6 For a list of possible audit companies, SRSS Providers could use the IRAP listing or go to the Austender site and select the standing offer notices (<https://www.tenders.gov.au/?event=public.SON.search>) this will provide with a list of registered companies that provide IT services to government and therefore are familiar with government requirements. The department is not prescriptive as to which auditors should be used, and SRSS Providers can utilise any individual or company as long as they are independent and have current certification.
- 32.7 The SRSS Provider must provide the Department with its SRSS IT policies and procedures for review in accordance with the following schedule:
- 32.7.1 a draft within 20 Business Days of the Commencement Date for review;
 - 32.7.2 an updated version, if requested by the Department, as agreed between the Department and the SRSS Provider, and incorporating any changes requested by the Department; and
 - 32.7.3 an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
- 32.8 The SRSS IT policies and procedures must include:

- 32.8.1 a description of the SRSS Provider's IT policies, procedures and business processes to enable the Services to be provided in an efficient, secure and accountable manner in accordance with the Contract;
 - 32.8.2 a description of the SRSS Provider's IT security arrangements;
 - 32.8.3 a description of the SRSS Provider's Mobile Computing Policy if Mobile Computing Devices are used for the provision of the Services;
 - 32.8.4 a description of the SRSS Provider's policies, protocols and safeguards for external storage devices;
 - 32.8.5 a description of the physical and internet protocol addresses of all locations where the Department's systems will be accessed;
 - 32.8.6 the SRSS Provider's IT disaster recovery plan and business continuity arrangements;
 - 32.8.7 a description of the SRSS Provider's user access management;
 - 32.8.8 a description of the SRSS Provider's password management;
 - 32.8.9 a description of the SRSS Provider's process for handling data privacy, based on the Privacy Act and Australian Privacy Principles;
 - 32.8.10 a description of the SRSS Provider's IT Incident management and reporting;
 - 32.8.11 any locations from which the SRSS Provider's Personnel will be accessing departmental systems and information; and
 - 32.8.12 any static internet protocol (IP) addresses from which they will connect to the Department's systems (to a limit of five).
- 32.9 The SRSS Provider's IT policies and procedures must be developed in accordance with the IT Policies and any other security requirements provided by the Department.
- 32.10 Where available, the SRSS Provider must use departmental systems, such as the Compliance, Case Management, Detention and Settlement (CCMDS) portal, as stipulated in the SRSS Operational Procedures Manual. The SRSS Provider must ensure that its IT system can support the Siebel-based CCMDS system and is able to integrate new systems as and when requested by the Department.
- 32.11 The SRSS Provider must use software compatible with the Microsoft Office Suite for general administrative purposes.
- 32.12 The SRSS Provider's IT helpdesk or nominated contact must be a single point of contact for all departmental IT system support issues. SRSS Provider Personnel must not contact the Department's IT Support directly, except via the nominated contact or the nominated back-up.
- IT Security Controls:**
- 32.13 The SRSS Provider must ensure that it complies with, and be able to demonstrate to the Department's satisfaction how the SRSS Provider and all its Personnel will satisfy:

- 32.13.1 the Department's current ICT Security Instructions;
 - 32.13.2 the Department's current Protective Security Instructions;
 - 32.13.3 the Department's current Security Framework; and
 - 32.13.4 the Privacy Act and the Australian Privacy Principles.
- 32.14 The SRSS Provider must not utilise offshore data storage services to store any departmental material or data.
- 32.15 The SRSS Provider must comply with any Department-issued directives relating to security controls, security policies or procedures within a timeframe acceptable to the Department, depending on the criticality of the directive.
- 32.16 In the case of a security breach, the SRSS Provider must cooperate with departmental security audits or investigations, and facilitate access by auditors and investigators to the SRSS Provider's environment and other functions as requested.

Training:

- 32.17 The Department will provide training in the use of departmental IT systems.
- 32.18 The SRSS Provider is responsible for ensuring all Personnel that access departmental IT systems have received relevant training in the use of those systems, the Department's ICT Security Instructions, the Department's Protective Security Instructions, and the Department's Security Framework.
- 32.19 The Department may restrict or deny access to its IT systems by any SRSS Provider Personnel, including Subcontractor Personnel.

Data Retention:

- 32.20 SRSS Provider must retain records associated with the provision of the Services for the period required by the Contract. At expiry or termination of the Contract the SRSS Provider must, if required by the Department, transfer all records to the Department and destroy all copies it retains.

IT Infrastructure:

- 32.21 The SRSS Provider must meet its all costs of maintaining and operating its IT system and including the cost of the following:
- 32.21.1 internet service provider charges;
 - 32.21.2 procurement and installation of any IT equipment (hardware and software) required; and
 - 32.21.3 software and hardware updates or maintenance required for all IT equipment, and any other costs in complying with technology or security requirements under the Contract.

33. HUMAN RESOURCES

33.1 The SRSS Provider must:

- 33.1.1 recruit, train and roster Personnel with appropriate skills and qualifications to perform and deliver the Services;
- 33.1.2 ensure that at all times there are adequate numbers of Personnel to perform and deliver the Services;
- 33.1.3 ensure Personnel have been vetted appropriately and undergone and obtained all relevant National Police Checks in accordance with the Contract;
- 33.1.4 ensure Personnel who work with SRSS Recipients in any capacity comply with applicable State and Territory child protection legislation, including undertaking necessary working with children or working with vulnerable people checks;
- 33.1.5 provide counselling support to Personnel where appropriate (such as the Employee Assistance Programme);
- 33.1.6 clearly define roles, responsibilities and duties for each Personnel;
- 33.1.7 ensure Personnel are aware of the Principles and Objective of the SRSS Programme and the SRSS Provider's Obligations under this Contract;
- 33.1.8 ensure all Personnel have access to, understand and comply with the Department's SRSS Operational Procedures Manual and the SRSS Provider's operations manual; and
- 33.1.9 ensure all Personnel are aware of their Duty of Care obligations.

33.2 All Carers should hold a current first aid certificate.

Core Personnel Levels:

- 33.3 The SRSS Provider must ensure it has adequate levels of Personnel to perform and deliver the Services required in accordance with the Contract. The SRSS Provider should consider the number and mix, including gender, of Personnel available at all times.
- 33.4 The number of Personnel necessary to perform the Services will vary. The number of Personnel is dependent on the number of SRSS Recipients referred to the SRSS Provider, their Band and their level of need. Accordingly, the SRSS Provider must have the capacity to be flexible and increase or decrease Personnel to meet SRSS Programme requirements, while minimising the cost associated with such flexibility and scalability.
- 33.5 When a need to adjust the number of Personnel is identified, the Department will consult with the SRSS Provider about the method and timeframe for implementing the adjustment. If the Department requests the SRSS Provider to change the level or ratio of Personnel, the SRSS Provider must action the change within the timeframes prescribed by the Department.

Behaviour of Personnel:

- 33.6 Personnel must conduct themselves in a courteous manner at all times when dealing with SRSS Recipients, members of the public, the Department, and Other Providers.

- 33.7 The SRSS Provider must ensure its Personnel are aware of, and comply with, the Australian Public Service (APS) Code of Conduct at all times.
- 33.8 The SRSS Provider must provide training to its Personnel to ensure that they are aware of their responsibility to maintain professional boundaries and standards.

Police and Security Clearances:

- 33.9 The SRSS Provider must ensure all Personnel who perform Services undergo a National Police Check before they commence duties. The SRSS Provider must ensure that a condition of employment is that all Personnel who perform the Services must Notify the SRSS Provider of any relevant police matters that arise during their employment in the SRSS Programme.
- 33.10 If a National Police Check has not been received before a proposed Personnel is ready to commence duty, the Department may provide approval on a case-by-case basis for that Personnel to commence work prior to obtaining clearance. The SRSS Provider must obtain the Department's approval before the relevant Personnel commences duty. Where approved, the SRSS Provider must provide ongoing status updates on the National Police Check until such time as the check is complete.
- 33.11 The Department may refuse to allow Services to be provided by Personnel whom the Department considers to be unsuitable on the basis of the outcome of the National Police Check. The SRSS Provider must comply with such a refusal.
- 33.12 The SRSS Provider must refer any offences or issues identified in the National Police Check to the Department and must comply with the Department's decision on whether the affected Personnel will be approved to perform the Services.
- 33.13 The SRSS Provider is responsible for the costs associated with obtaining National Police Checks.

Training:

- 33.14 The SRSS Provider will ensure all Personnel have been provided appropriate training and ongoing workplace support to deliver the SRSS Programme as detailed in paragraphs 32.14 to 32.18.

Department-Sponsored Training:

- 33.15 Beyond the Contract Transition In Period, the Department may provide refresher training for SRSS Provider training staff and supervisors who are responsible for the provision of training or on-the-job training. The content and method of delivery of this training will be determined by the Department. The purpose of the refresher training is to ensure that the SRSS Provider receives the latest information relating to relevant SRSS Programme, legislation, policy, procedures and IT systems updates.
- 33.16 Any Department facilitator-led training provided will be delivered at the Department's regional office or other locations nominated by the Department, at the discretion of the Department. The delivery method of any information or communications will be at the discretion of the Department.
- 33.17 The number of places for training will be determined by the Department and the SRSS Provider must make key Personnel available. The SRSS Provider will be responsible for the

arrangement, organisation and cost of all travel, accommodation and meals for SRSS Provider Personnel, including Subcontractor Personnel attending Department-sponsored training.

- 33.18 The SRSS Provider will be responsible for ensuring that nominated SRSS Provider Personnel, including Subcontractor Personnel, attend Department-sponsored training.
- 33.19 Where the nominated SRSS Provider Personnel, including Subcontractor Personnel, are unable to attend training, the SRSS Provider must nominate an appropriate alternative attendee.

Training Content:

- 33.20 Training delivered by the Department will be SRSS Programme-specific training on the SRSS objective and principles and the SRSS Operational Procedures Manual, with a focus on:
- 33.20.1 Accommodation Services;
- 33.20.2 Case Coordination Services; and
- 33.20.3 Performance Requirements.
- 33.21 The Department may also deliver training on specific departmental IT systems, such as the Compliance, Case Management Detention and Settlement (CCMDS) Portal. It will not cover training for more generic systems, such as the Microsoft Office Suite.
- 33.22 The Department may also provide the SRSS Provider access to Department-sponsored training material to facilitate SRSS Provider-sponsored training.

SRSS Provider-Sponsored Training:

- 33.23 The SRSS Provider will be responsible for all training, other than the training provided by the Department. Any changes, modification or updates made by the SRSS Provider to the training materials provided by the Department will be the responsibility of the SRSS Provider. It is the responsibility of the SRSS Provider to ensure all SRSS Provider training is updated to align with the requirements for Services specified in the Contract.
- 33.24 Where the SRSS Provider retains the services of a third-party training organisation or outsources the training responsibilities, the SRSS Provider will be responsible for the training of the third-party training organisations or outsourced organisations.
- 33.25 At the discretion of the Department, third-party training organisations or outsourced organisations may be allowed to attend departmental training during the Contract Transition In Period and the refresher training.

Costs:

- 33.26 All costs associated with the training of SRSS Provider Personnel, including Subcontractor Personnel, will be the responsibility of the SRSS Provider. This includes the cost of attending any training provided by the Department.
- 33.27 All coordination and administration associated with the training of SRSS Provider Personnel, including Subcontractor Personnel, will be the responsibility of the SRSS Provider. This includes attendance at any training provided by the Department.

Subcontractors:

33.28 The SRSS Provider is responsible for ensuring SRSS Subcontractor Personnel have the same levels of qualifications, receive the same training and undergo the same vetting as their own Personnel.

33.29 The SRSS Provider must ensure Subcontractors comply with any departmental quality assurance programme, including both financial and service delivery quality assurance activities.

34. CONTRACT MANAGEMENT AND PROGRAMME IMPLEMENTATION, PLANNING AND DELIVERY

34.1 Without limiting anything else in the Contract, the SRSS Provider and any Subcontractors must develop, maintain and comply with the following plans and documents:

- 34.1.1 Contract Transition In Plan;
- 34.1.2 Risk Management Plan;
- 34.1.3 fraud control plan;
- 34.1.4 work health safety plan;
- 34.1.5 child protection plan;
- 34.1.6 human resources plan;
- 34.1.7 operations manual;
- 34.1.8 information technology (IT) policies;
- 34.1.9 Business Continuity Plan;
- 34.1.10 Assets and Property Register;
- 34.1.11 quality assurance plan;
- 34.1.12 continuous improvement plan; and
- 34.1.13 Contract Transition Out Plan.

34.2 The SRSS Provider must also submit the documents listed at 34.1 and other ad hoc reports and plans as requested by the Department within the timeframes determined by the Department, in consultation with the SRSS Provider, throughout the Term. In particular, the SRSS Provider must:

- 34.2.1 Submit the Contract Transition In Plan within 10 Business Days of Contract Commencement;
- 34.2.2 Submit an outline of the documents listed at 34.1.2 to 34.1.13, covering priority subjects, within 20 Business Days of the Commencement Date, or within a timeframe stipulated in the Contract Transition In Plan and agreed to by the Department;

- 34.2.3 Submit full versions of the documents listed at 34.1.2 to 34.1.13 within 40 Business Days of the Commencement Date, or within a timeframe stipulated in the Contract Transition In Plan and agreed to by the Department;
- 34.2.4 Submit full versions of the documents listed 34.1.2 to 34.1.13 annually by the anniversary of the Commencement Date;
- 34.2.5 Submit the Contract Transition Out Plan within 10 Business Days of receiving a Termination Notice from the Department or three months before the contract expires;
- 34.2.6 Make amendments to any document listed at 34.1 as instructed by the Department;
- 34.3 The provision of reports, plans and documents does not automatically mean they have received departmental approval. The SRSS Provider must assume full responsibility for the implementation and maintenance of all plans and documents listed at paragraph 34.1 above.
- 34.4 The SRSS Provider must use departmental templates where requested by the Department in the preparation of the plans and documents described in paragraph 34.1 above.
- 34.5 The SRSS Provider must provide the Services in accordance with, and otherwise comply with, the plans and documents referred to in paragraph 34.1 above (as approved by the Department where applicable).

Contract Transition In:

- 34.6 The Contract Transition In Period starts on the Commencement Date. The Contract Transition In Period should not exceed five (5) calendar months. The SRSS Provider must nominate a dedicated transition manager to act as the first point of contact for the Department. The transition manager must ensure all transition in activities are completed in accordance with the approved Contract Transition In Plan.
 - 34.6.1 The SRSS Provider must include in its Contract Transition In Plan proposed milestones that it will achieve in each month of the Transition In Period. SRSS Providers must make any amendments to the Contract Transition In Plan requested by the Department, including in relation to the milestones. SRSS Providers will also be required to report on its progress on activities and milestones detailed in the Contract Transition In Plan on a monthly basis or as otherwise requested by the Department.
- 34.7 The Department will provide an Contract Transition In Plan template that must be used by the SRSS Provider.

Risk Management:

- 34.8 The SRSS Provider must develop and maintain a Risk Management Plan for the duration of the Contract. The Risk Management Plan must align with the AS/NZ ISO 31000:2009 standards.

Fraud Control:

- 34.9 The SRSS Provider must develop and submit to the Department a Fraud Control Plan that is consistent, where appropriate, with the Commonwealth Fraud Control Guidelines. The Fraud Control Plan must ensure any specific risks unique to the SRSS Programme are addressed in the plan.
- 34.10 The Fraud Control Plan must be reviewed and updated on a regular basis. A copy of the updated version of the Fraud Control Plan must be provided to the Department immediately following every update.

Work Health Safety:

- 34.11 The SRSS Provider must develop and maintain a Work Health Safety Plan. The SRSS Provider must submit to the Department, for review, a draft Work Health and Safety Plan within 20 Business Days from the Commencement Date. The Work Health Safety Plan must be re-submitted to the Department immediately following any update.
- 34.12 The Work Health Safety Plan must describe how the SRSS Provider will comply with its work health and safety obligations under the Contract and applicable State/Territory and Commonwealth legislation (including the *Work Health and Safety Act 2011* (Cth)). It must identify, prevent and manage the risk of work place health and safety issues (including for SRSS Provider Personnel, Subcontractor Personnel, and SRSS Recipients) in delivering the SRSS Programme, and it must be consistent with AS/NZS 4801:2001 Occupational Health and Safety Management System.

Child Protection Plan:

- 34.13 The SRSS Provider must develop and maintain a child protection plan for the Term.
- 34.14 The child protection plan must outline the approach the SRSS Provider will follow to promote child safety in their organisation. It must include the following:
- 34.14.1 the SRSS Provider's commitment to protect children and who the child protection plan is applicable to;
 - 34.14.2 how the SRSS Provider intends to take a preventative approach to child safety – for example, through: their recruitment and selection processes, supervision and professional development of staff, Code(s) of Conduct, and training staff and volunteers to recognise signs of risk and potential risk;
 - 34.14.3 child protection reporting processes, including how they will ensure staff understand their reporting requirements;
 - 34.14.4 how the SRSS Provider intends to ensure that children and adults in their care know what is considered acceptable behaviour and who to talk to if they have any concerns; and
 - 34.14.5 information on how the SRSS Provider will respond to Incidents of child harm, including how they will support children who have been harmed, complaint and disciplinary procedures and steps to reduce or remove risk of future harm.

Human Resources Plan:

- 34.15 The SRSS Provider must develop and submit to the Department for review a human resources plan.
- 34.16 The human resources plan must be re-submitted to the Department immediately following any update.
- 34.17 The SRSS Provider must comply with the human resources plan and regularly review and update the human resources plan, where required, throughout the Term. Where the Department identifies a need, the SRSS Provider must submit an updated human resources plan within a timeframe acceptable to the Department. Timeframes will vary depending on the circumstances that predicated the requirement for an update.
- 34.18 The human resources plan must:
- 34.18.1 comply with the requirements of this Contract;
 - 34.18.2 describe the SRSS Provider's recruitment strategy and how it will ensure it has sufficient Personnel with appropriate skills to deliver the required Services;
 - 34.18.3 describe how the SRSS Provider will ensure Personnel are vetted prior to employment;
 - 34.18.4 explain the SRSS Provider's training strategy, including requirements for training from the Department; and
 - 34.18.5 identify specific positions nominated to deliver specific services and specify the minimum standard of qualification or experience required for those positions.

SRSS Operational Procedures Manual:

- 34.19 The Department will develop the SRSS Operational Procedures Manual, and other instructions, to provide guidance and outline the procedures required to implement the SRSS Programme.
- 34.20 The SRSS Provider must comply with the SRSS Operational Procedures Manual and related instructions including amendments.

Operations Manual:

- 34.21 The SRSS Provider must develop an operations manual that describes the operational practices, guidelines and procedures the SRSS Provider will follow to deliver the Services and SRSS Programme in accordance with the Contract, this Schedule of Services, the SRSS Operational Procedures Manual and other instructions issued by the Department.
- 34.22 The SRSS Provider must submit to the Department for review, in accordance with Clause 34.2.
- 34.23 The operations manual must be consistent with relevant industry best practice.
- 34.24 The operations manual must include practices, guidelines and procedures for:

- 34.24.1 decision-making and communication protocols, with particular reference to collaboration with the Department, Other Providers, and Subcontractors and consortia partners where relevant;
 - 34.24.2 communication with SRSS Recipients, including the use of translating and interpreting services;
 - 34.24.3 managing and responding to stakeholder and SRSS Recipient complaints and grievances;
 - 34.24.4 24-hour emergency contacts for both SRSS Recipients and the Department;
 - 34.24.5 Critical Incidents and other Incidents handling, recording and reporting;
 - 34.24.6 records management and the treatment of Personal Information and Confidential Information in accordance with the Contract;
 - 34.24.7 workplace health and safety and training;
 - 34.24.8 invoicing and financial approvals processes;
 - 34.24.9 ensuring compliance with relevant State and Territory child protection legislation;
 - 34.24.10 qualitative and quantitative reporting requirements;
 - 34.24.11 continuous improvement processes; and
 - 34.24.12 all other processes used in delivering the Services and comply with the Contract.
- 34.25 The SRSS Provider must:
- 34.25.1 address any comments by the Department in relation to the draft operations manual;
 - 34.25.2 comply with the Operations Manual; and
 - 34.25.3 update and maintain the operations manual throughout the Term as necessary to ensure it remains appropriate, current and consistent with the Contract.
- 34.26 The completeness, suitability and effectiveness of the operations manual, and adherence to it, must be a focus of the SRSS Provider's quality assurance programme and continuous improvement activities.
- 34.27 Where appropriate, the SRSS Provider must amend the operations manual to take into account any recommendations made by the Department's quality assurance programme or other representatives' reviews and audits.
- Business Continuity:**
- 34.28 The SRSS Provider must develop and submit to the Department a Business Continuity Plan.
- 34.29 The Business Continuity Plan must be re-submitted to the Department immediately following any update..

- 34.30 The SRSS Provider must comply with the Business Continuity Plan and review and update the plan, where required, throughout the Term. Where the Department, in consultation with the SRSS Provider, identifies an issue or event, the SRSS Provider must submit an updated Business Continuity Plan within a timeframe acceptable to the Department. Timeframes will vary depending on the nature of the issue or event.
- 34.31 The Business Continuity Plan must describe the SRSS Provider's strategies and actions to ensure continuity of key Services and availability of key Personnel when normal operations are disrupted or circumstances exist that may threaten the operation of the Services, including ensuring the safety, security and wellbeing of SRSS Recipients and SRSS Provider Personnel. The Business Continuity Plan must also describe provisions for continuity of IT access off-site when the SRSS Provider's site is disrupted. The SRSS Provider must test the Business Continuity Plan annually.
- 34.32 The Business Continuity Plan must align with recognised standards for business continuity.
- 34.33 The Business Continuity Plan must:
- 34.33.1 include descriptions of likelihood and consequences;
 - 34.33.2 outline appropriate mitigation strategies;
 - 34.33.3 outline how business continuity issues will be reported internally and to the Department; and
 - 34.33.4 describe the thresholds for escalation and management of business continuity issues.

Quality Assurance:

- 34.34 The SRSS Provider must develop a quality assurance plan. The SRSS Provider must comply with the quality assurance plan.
- 34.35 The quality assurance plan must describe how the SRSS Provider will systematically monitor processes to ensure consistency in service delivery and to feed into continuous improvement. At a minimum, the quality assurance plan must cover:
- 34.35.1 incident reporting processes and timeframes;
 - 34.35.2 SRSS Recipient Case Plans;
 - 34.35.3 transition and exit processes and timeframes;
 - 34.35.4 qualification and security checks for SRSS Provider Personnel;
 - 34.35.5 insurances;
 - 34.35.6 records management;
 - 34.35.7 invoicing and financial management; and
 - 34.35.8 information technology policies and processes.

Continuous Improvement:

- 34.36 The SRSS Provider must develop, submit and comply with its continuous improvement plan.
- 34.37 The continuous improvement plan must include detailed phased benchmarks addressing the SRSS Programme Principles and the Department's SRSS objective, goals and critical success factors. The continuous improvement plan must align with recognised standards for Quality Management. It must also:
- 34.37.1 identify improvements for the SRSS Provider's processes and procedures set out in the SRSS Provider's operations manual, and how and when the improvements will be achieved;
 - 34.37.2 prioritise potential changes in SRSS Provider service delivery processes and procedures;
 - 34.37.3 include measures for continuous improvement;
 - 34.37.4 implement enhancements to achieve better service outcomes;
 - 34.37.5 report on progress of agreed enhancements;
 - 34.37.6 facilitate end-to-end Quality Management to minimise adverse impacts on business delivery and SRSS Recipients; and
 - 34.37.7 outline processes for SRSS Recipient feedback.

Contract Transition Out:

- 34.38 The SRSS Provider must submit, for approval of the Department, a Contractor Transition Out Plan at the end of the Contract Transition In Period using the template at Annex 2.
- 34.39 The SRSS Provider must submit an updated Contractor Transition Out Plan annually and within 10 Business Days of receiving a Notice of Termination from the Department or the date three months before the Contract is due to expire.
- 34.40 The Contractor Transition Out Plan must describe how the SRSS Provider will effectively and efficiently disengage from the Services on expiry or termination of the Contract including:
- 34.40.1 all relevant actions and requirements, including timeframes for such actions and requirements; and
 - 34.40.2 how it will facilitate a hand over to the Department or the Department's nominee (including to an Other Provider or any other arrangement); and
 - 34.40.3 how it will ensure it has sufficient ongoing resources to effectively transition out.
- 34.41 The Contractor Transition Out Plan must describe how the SRSS Provider will work with the Department and Other Service Providers to ensure the continuity of care to SRSS Recipients where there is a handover of the Services.

35. PERFORMANCE MANAGEMENT AND GOVERNANCE

Performance Management:

- 35.1 Throughout the Term, the Department will monitor and evaluate the SRSS Provider's performance against the Performance Measures. The Performance Measure aim to measure the critical success factors for the SRSS Programme. The Performance Measures include both qualitative and quantitative measures.
- 35.2 The objective of performance management is to ensure that the Services meet or exceed the Contract requirements. The supporting objective is to accurately measure key aspects of the Services:
- 35.2.1 for effectiveness and efficiency against established service standards and performance targets; and
 - 35.2.2 to initiate preventative action where the SRSS Provider is finding it difficult to meet established service standards and performance targets.

Performance Measures:

- 35.3 The Performance Measures (including any applicable methods for assessment and acceptable standards) are outlined in Annex 1 and Annex 3.
- 35.4 Without limiting the Department's rights and the SRSS Provider's obligations in clause 23 of the Contract, where Performance Measures are not met, the Department will request an explanation from the SRSS Provider in writing detailing why the Performance Measure has not been met. The departmental Contract Manager will determine the timeframes for the explanation, taking into account the severity of the issue and any extenuating circumstances.
- 35.5 If the explanation is not sufficient, the SRSS Provider will be required to demonstrate how it will remedy the failure to meet the Performance Measure, including timeframes for addressing the issue.
- 35.6 If the SRSS Provider continues to fail to meet the Performance Measure, the SRSS Provider will be asked to review their processes to ensure the Performance Measure can be met.
- 35.7 If the SRSS Provider is still unable to meet the Performance Measure, the Department will begin a performance management process and the SRSS Provider must comply with that process in order to resolve the failure to meet the Performance Measures. If the Department in its absolutely discretion considers it is required, the Department may redirect referrals of SRSS Recipients to Other Providers, or remove SRSS Recipients from the SRSS Provider.

Performance Reporting:

- 35.8 The SRSS Provider must submit reports, including consolidated Subcontractor information, using departmentally provided templates, as required by the Department, but no less than every quarter in the first year following the Effective Date and twice each year after that. The reports must set out:
- 35.8.1 the SRSS Provider's performance, including the performance of its Subcontractors, against the Services; and

35.8.2 any significant issues arising during the reporting period, including key issues identified through stakeholder engagement activities and action taken to resolve those issues.

35.9 In addition, the SRSS Provider must submit ad hoc reports as required by the Department.

Service Standards:

35.10 The SRSS Provider must meet the Service Standards outlined in Annex 1. The Department will run reports against the service standards monthly to inform contract management meetings and to address trends and issues as required.

Departmental Quality Assurance Programme:

35.11 The Department will conduct regular quality checks through the departmental quality assurance programme to evaluate SRSS Provider performance, and assess the standard and quality of service delivery throughout the year.

35.12 The departmental quality assurance programme is separate from the SRSS Provider's quality assurance programme.

35.13 The departmental quality assurance programme will include activities such as meetings between the Department and SRSS Personnel (including Subcontractor Personnel), random or targeted checks of SRSS Recipient Case Plans and files, observing transit assistance services and the delivery of orientation Services, accommodation inspections, interviews with SRSS Recipients, and financial and Work Health Safety checks. The SRSS Provider and its Personnel, as relevant, must cooperate with the Department as required to allow it to perform the departmental quality assurance programme.

35.14 The Department will report on the key findings of the departmental quality assurance programme and, where necessary, formulate recommendations for Service improvement. The SRSS Provider must implement any recommendations in the timeframes specified by the Department.

35.15 Throughout the Term, the SRSS Provider and its Personnel, where relevant, must facilitate interviews between SRSS Recipients and the Department for the purposes of undertaking quality checks on the delivery of key Services. This may involve providing relevant contact details and making all necessary arrangements for the meeting.

Governance

35.16 The SRSS Provider must actively participate in a range of meetings to ensure the smooth running of the SRSS Programme.

Annual Conference:

35.17 The SRSS Provider must attend an annual conference to give the Department an opportunity to provide an update on the Commonwealth's objectives for the coming SRSS Programme year. SRSS Providers will also have an opportunity to input to the agenda.

35.18 The annual conference will be funded, convened and facilitated by the Department. The Department will fund up to two participants from the SRSS Provider at the annual conference.

Annual Meeting:

- 35.19 The SRSS Provider must actively participate in a meeting with the Department to discuss the SRSS Provider's performance over the full programme year, findings from the Department's quality assurance programme activities, and the appropriateness and relevance of Performance Measures and Service Standards where required. The SRSS Provider will also have an opportunity to highlight achievements.
- 35.20 The meeting will be convened and facilitated by the Department. Attendance by the SRSS Provider will be funded by the SRSS Provider.

Technical Reference Group:

- 35.21 There will be two technical reference group meetings, convened and facilitated by the Department each year.
- 35.22 The SRSS Provider must, at its cost, actively participate in technical reference group meetings to guide service delivery, and discuss and respond to emerging issues.

Biannual Local Area Cooperative Meeting:

- 35.23 The SRSS Provider must work with relevant Other Providers in their Contract Region to discuss service delivery issues and facilitate cooperation within the sector, guide service delivery and discuss and respond to emerging issues.
- 35.24 The SRSS Provider must convene two meetings each year. Where two or more SRSS Programme operate in one Contract Region, they must work cooperatively to run the meeting. All SRSS Providers for the Contract Region must attend each meeting, but they may alternate responsibility for facilitating the meeting. The SRSS Provider must send a copy of the minutes to the Department.

Contract Meeting:

- 35.25 The SRSS Provider must participate in quarterly contract management meetings with the Department (**Contract Meetings**) to discuss performance against the Performance Measures and the Service Standards, performance trends and programme trends, where these are known. The Department reserves the right to request meetings more frequently if deemed necessary. Travel will be at the cost of the SRSS Provider.
- 35.26 The SRSS Provider must submit a performance report, using the departmental template, 10 Business Days before the Contract Meeting where the Contract Meeting is held during the performance reporting period.
- 35.27 The Department will convene the meetings, via teleconference. Attendance must include the SRSS Provider and departmental Contract Managers and others as required. Where necessary, meetings may be convened face to face.

Cooperation with Enquiries and Investigations

- 35.28 The SRSS Provider must cooperate with any enquiries or investigations instigated by Commonwealth entities or as Notified by the Department.
- 35.29 The SRSS Provider must ensure a high level of cooperation with all key stakeholders.

Annex 1 - Performance Measures

Service Standards

Deliverables		Service Standards
Transition In (SRSS recipient)		
2 - 6	Referrals	<p>SRSS Provider responds (accepts, seeks an exemption or requests additional information) to SRSS Recipient referrals in Bands 2-4 within two Business Days.</p> <p>SRSS Provider responds (accepts, seeks an exemption or requests additional information) to Custodianship requests for SRSS Recipients in Band 2 within two Business Days.</p> <p>SRSS Provider responds (accepts, seeks an exemption or requests additional information) to SRSS Recipient referrals in Bands 5 and 6 within five Business Days.</p>
2 - 4	Initial Payment	SRSS Provider provides an Initial Payment to all SRSS Recipients who have exited a Detention Facility immediately on arrival in the community.
3- 4	Basic Starter Package	SRSS Provider provides a Basic Starter Package to all eligible SRSS Recipients who have exited a Detention Facility immediately on arrival in Provided Accommodation.
2 - 3	Reception and Initial Property Induction	All SRSS Recipients receive reception and induction services on arrival in Provided Accommodation or within 24 hours of arrival.
Accommodation Services		
2 - 3	Basic Household Goods	Basic Household Goods are installed/topped up prior to SRSS Recipients entering Provided Accommodation.
2 - 3	Accommodation Suitability Assessment	SRSS Provider submits an Accommodation Suitability Assessment to the Department within 10 Business Days of receiving a referral.
4	Community Link Check	SRSS Provider ascertains the suitability and availability of the proposed property and Community Link within four Business Days of receiving the referral (except in exceptional circumstances).
2 - 3	Depart Provided Accommodation	<p>SRSS Recipients exit Provided Accommodation in accordance with the timeframes stipulated in the Schedule of Services, including:</p> <p>10 Business Days when transitioning to another Band</p> <p>20 Business Days when exiting the SRSS Programme on a Substantive Visa.</p>
4	Independent Accommodation	SRSS Recipients secure Independent Accommodation within the six week period of eligibility for Band 4.
Case Coordination Services		
1	Individual Management Plan	SRSS Provider contributes constructively to the SRSS Recipient's Individual Management Plan, where possible in cooperation with the DSP during its creation; otherwise within five Business Days of receiving the plan.
2 - 6	Case Plans	Case Plans are submitted to the Department within 10 Business Days (Band 2, 3 and 5 Case Plans require departmental approval) of the SRSS Recipient's placement in the SRSS Provider's care.
2 - 6 (excl. 4)	Case Plan Reviews and Updates	<p>Case Plans are regularly maintained. Case Workers review Case Plans at each monthly meeting/contact with the SRSS Recipient.</p> <p>Case Plans are updated within 10 Business Days of SRSS Recipients transitioning between Bands.</p>
2- 6	Essential Registrations	<p>SRSS Recipients in Bands 2 and 3 receive their Detention Health Service Provider card and information about their allocated GP and pharmacy on arrival in the community and receive assistance to make initial appointments within their first month in the Community.</p> <p>Eligible SRSS Recipients in Bands 4-6 are registered with Medicare within 10 Business Days.</p> <p>School-aged children are enrolled in school within five school days.</p> <p>SRSS Recipients who have exited a detention facility receive assistance to open a bank account and register with the Department of Human Services within five Business Days of entering the community.</p>

2 - 6	Orientation Services	<p>SRSS Recipients in Bands 2-4 who have exited held detention or transferred locations (where required) receive initial orientation within five Business Days of arriving in the community or transferring to a new location, where required.</p> <p>SRSS Recipients in Bands 2-4 commence more comprehensive orientation Services within one month (20 Business Days) of arriving in the community and complete orientation within three months (60 Business Days) of the date they commence orientation.</p> <p>SRSS Recipients in Bands 5 and 6 are referred for orientation Services on a needs basis.</p>
1 2 - 6 (excl. 4)	Meaningful Engagement	<p>100% of SRSS Recipients in Band 1 are encouraged to participate in weekly Meaningful Engagement Activities.</p> <p>SRSS Recipients are being supported, where required, to engage in meaningful engagement activities in accordance with the SRSS Operational Procedures Manual.</p>
1 2-6	Incident Reporting	<p>Critical incidents involving Band 1 SRSS Recipients are reported verbally within 30 minutes and a written report submitted within 4 hours of the incident occurring.</p> <p>Major incidents involving Band 1 SRSS Recipients are reported verbally within 1 hour and written report submitted within 6 hours of the incident occurring.</p> <p>Minor incidents involving Band 1 SRSS Recipients are reported in writing within 24 hours.</p> <p>Critical Incidents are reported by phone within 30 minutes, followed by a written report within one hour in the case of a death and one Business Day for all other Critical Incidents.</p> <p>Major Incidents are reported by phone within one hour, followed by a written report within two Business Days.</p> <p>Minor Incidents are reported by phone within two hours, followed by a written report within three Business Days.</p>
Transition Out (SRSS recipient)		
2 - 5	Transition Out Plan	SRSS Provider submits a Transition Out Plan for all SRSS Recipients within five Business Days of receiving a notification from the Department.
2 - 6	Referrals and Registrations	SRSS Provider ensures all ongoing referrals and registrations required by SRSS Recipients exiting the SRSS programme occur within the Transition Out period.
1 - 6	Exits	Former SRSS Recipients (no longer eligible for SRSS Services) have ceased receiving Services through the SRSS in accordance with the transition out timeframes.

Annex 2 - Template for Contractor Transition Out Plan

The Contract Transition Out Plan template will be provided by the Department at a later date.

Annex 3 - SRSS Key Performance Indicators

See attached document titled 'Annex 3 - SRSS Key Performance Indicators'.

The SRSS key performance indicators are used by the Department to measure the SRSS Provider's performance against the critical success factors.

The SRSS key performance indicators are intended to supplement the requirements in the Schedule of Services. The SRSS Provider is required to meet all the requirements in the Schedule of Services the service standards and the SRSS key performance indicators.

However, when measuring the SRSS Provider's performance against the requirements in the Schedule of Services and the service standards, the Department will take into account the minimum levels of performance required by the SRSS key performance indicators. If a key performance indicator provides for a level of compliance that is expressed to be less than 100%, the SRSS Provider must still meet the relevant requirement in full in accordance with the timeframes set out in the Services Schedule or SRSS Operational Procedures Manual. However, the Department will take into account any variance from 100% compliance expressed in any applicable key performance indicator when assessing the SRSS Provider's performance against the requirements of this Contract.

ATTACHMENT B (CONTRACT CHARGES AND EXPENSES)

1. PURPOSE OF THIS ATTACHMENT

Overview

- 1.1 The purpose of this Pricing Schedule is to describe and list the Contract Charges and Expenses which are payable to the SRSS Provider.
- 1.2 The SRSS Provider, when referring to this Attachment B, must also refer to the Contract, the Schedule of Services, the SRSS Operational Procedures Manual and other referenced documents, as applicable.
- 1.3 All Contract Charges:
 - 1.3.1 Are inclusive of all costs, charges, expenses, duties and taxes;
 - 1.3.2 are inclusive of GST (although they separately identify the GST component where relevant);
 - 1.3.3 apply for the duration of the Contract; and
 - 1.3.4 fully compensate the SRSS Provider for the performance of all Services required under the Contract.
- 1.4 Payment of any amount under this Contract is subject to the SRSS Provider meeting the applicable requirements of the Contract to which the payment of that amount relates.
- 1.5 The SRSS Provider is responsible for meeting any costs which are not payable or reimbursable in accordance with this Attachment B (including in circumstances where the costs to the SRSS Provider exceed any specified cap in the SRSS Operational Procedures Manual).

2. NOT USED

3. SUBMISSION OF INVOICES

- 3.1 The SRSS Provider must submit all invoices for the previous month to the Department by the 15th of the month (or the next Business Day where the 15th falls on a public holiday or weekend). All invoices must meet the requirements of the Contract.

4. PAYMENT TERMS

- 4.1 Payment terms are 30 calendar days in arrears from the date of receipt of a Correctly Rendered Invoice and any supporting Documentation substantiating the amount claimed (including from Subcontractors if requested by the Department) where explanation is necessary. The SRSS Provider must submit a correctly rendered Tax Invoice with relevant worksheets using departmental templates. The SRSS Provider must retain all evidence to verify expenditure and provide this evidence to the Department for the purposes of quality assurance and audits. Invoices must be submitted each month in order for the Department to arrange payment.

5. INVOICE FORMAT AND TEMPLATES (SEE ATTACHED)

- 5.1 The SRSS Provider must provide invoices and worksheets to the Department in the format specified in the Contract (including as set out in this clause 5), or as requested by the Department.
- 5.2 The SRSS Provider must ensure the invoices are in the format provided by the department.

6. SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES INDUSTRY AWARD 2010 EQUAL REMUNERATION ORDER

- 6.1 Each month the SRSS Provider must include with each invoice the details of the proportion of each Contract Charge that is paid to Social, Community, Home Care and Disability Services Industry Award 2010 [or Social and Community Services (SACS) Award] employees.

7. PRICING COMPONENTS

Implementation Fee

- 7.1 The Implementation Fee includes s. 47G(1)(a) [REDACTED] as agreed by the Department. In particular, the Implementation Fee s. 47G(1)(a) [REDACTED]
- 7.2 The Implementation Fee will be paid in equal monthly instalments, in arrears, upon completion of tasks, milestones and Deliverables, as agreed with the Department in the Contract Transition In Plan. Payments will be made following the receipt of a Correctly Rendered Invoice.
- 7.3 The Implementation Fee payable will be based on the number of SRSS Recipients that the Department advises, in writing, that it intends to allocate to the SRSS Provider.
- 7.4 If on the Effective Date the SRSS Provider has been allocated a number of SRSS Recipients which falls into a higher Implementation Fee Volume Band, the difference between the two amounts will be paid to the SRSS Provider.

Corporate Overhead Fee

- 7.5 The Corporate Overhead Fee includes s. 47G(1)(a) [REDACTED].
- 7.6 The amount of Corporate Overhead Fee paid each month s. 47G(1)(a) [REDACTED]
- 7.7 Payment will be monthly, in arrears, after completion of the Contract Transition In Period in accordance with the Contract, as determined by the Department, and following the receipt of a Correctly Rendered Invoice. The Department will not commence paying any Corporate Overhead Fee to the SRSS Provider until the Effective Date (subject to the SRSS Provider otherwise meeting the requirements of the Contract).

Recipient Management Fees

- 7.8 The Recipient Management Fee s. 47G(1)(a) [REDACTED]

- 7.9 The Recipient Management Fee are a per SRSS Recipient/per day fee for each day the SRSS Provider provides Services to an SRSS Recipient in accordance with the Contract.
- 7.10 The Recipient Management Fee will be calculated and payable s. 47G(1)(a)
[REDACTED]
- 7.11 If the Department refers a Band 2 or 3 SRSS Recipient to the SRSS Provider, who then does not enter the SRSS Programme, the Recipient Management Fee will be calculated and payable s. 47G(1)(a)
[REDACTED]
- 7.12 Payment of Recipient Management Fee will be monthly, in arrears, in accordance with the Contract and following the receipt of a Correctly Rendered Tax Invoice and relevant worksheets for that month in accordance with the Contract.
- 7.13 The Department recognises that despite classifying SRSS Recipients into Bands, instances may arise where SRSS Recipient needs within Bands may vary. In exceptional cases, some SRSS Recipients will require extremely high levels of care, over and above that typically expected to be delivered by the SRSS Provider. For the small number of these exceptional cases, the Department may negotiate an agreed Recipient Management Fee with the SRSS Provider on a case-by- case basis. This Recipient Management Fee will not be paid without the prior, written authorisation of the Department. Any agreed Recipient Management Fee does not need to be made through a variation to the Contract (but will only be paid upon agreement by the Department). The SRSS Provider must ensure that any agreed Recipient Management Fee is specifically identified in the invoice provided for the applicable month.

Direct Recipient Costs

- 7.14 The SRSS Operational Procedures Manual details Direct Recipient Costs, which are able to be reimbursed. The SRSS Provider can only seek reimbursement for Direct Recipient Costs in accordance with the SRSS Operational Procedures Manual.
- 7.15 Direct Recipient Costs must be pre-approved in writing by the Department in order to be eligible for reimbursement.
- 7.16 Direct Recipient Costs will not be paid if they exceed any maximum amount for set out in the SRSS Operational Procedures Manual.
- 7.17 Reimbursement is subject to:
- 7.17.1 pre-approval of the costs; and
 - 7.17.2 substantiation as reasonably required by the Department.
- 7.18 If the SRSS Provider:
- 7.18.1 makes a payment to an SRSS Recipient; or
 - 7.18.2 provides a service to an SRSS Recipient,

which is inconsistent with the Contract or the SRSS Operational Procedures Manual without prior written approval from the Department the SRSS Provider will be liable for the cost of that payment or service.

- 7.19 The SRSS Provider is not entitled to seek the recovery of the payment or cost of the service referred to in clause 7.16 from the SRSS Recipient, the Department or the Department of Human Services and the Department will not be obliged to reimburse the SRSS Provider for that amount or cost of the service.
- 7.20 The SRSS Provider must comply with applicable Obligations in the Schedule of Services and SRSS Operational Procedures Manual in order to qualify for the reimbursement of any Direct Recipient Cost. To the extent that a requirement is subjective or there is any disagreement as to whether a Direct Recipient Cost is able to be reimbursed, the Department has the right to determine the issue conclusively, but in doing so, will take into account the requirements of this Contract as a whole.

8. IMPLEMENTATION FEE

s. 47G(1)(a)



Released by DIBP under the
Freedom of Information Act 1982

10. RECIPIENT MANAGEMENT FEE (YEAR 1)

s. 47G(1)(a)

11. ANNUAL FEE INDEXATION

11.1 Corporate Overhead Fees and Recipient Management Fees will be indexed on an annual basis commencing 1 September 2015.

Indexation will be based on:

- Social, Community, Home Care and Disability Services Industry Award 2010 [or Social and Community Services (SACS) Award] Wage Increases (where applicable),
- Consumer Price Index (CPI), and
- Wage Price Index (WPI).

Social, Community, Home Care and Disability Services Industry Award 2010 Wage Increases

11.2 This increase will be applied to salary costs for employees covered by the SACS Award only.

11.3 The percentage SACS annual wage increases national average of 2.9% will be applied.

Consumer Price Index (CPI)

11.4 CPI will be applied to non-salary costs only.

11.5 The CPI: groups, weighted average of eight capital cities percentage change from previous financial year will be applied.

Wage Price Index (WPI)

11.6 WPI will be applied to salary costs for employees that are not covered by the SACS Award only.

11.7 The WPI, Australia ordinary hourly rates of pay excluding bonuses all sectors percentage change from previous financial year will be applied.

Annual Indexation Table

- 11.8** Corporate Overhead Fees and each Recipient Management Fee will be indexed against the above based on percentages in the table below.

	Recipient Management Fee					
	Band 1	Band 2	Band 3	Band 4	Band 5	Band 6
% Fee Indexed by SACS	s. 47G(1)(a)					
% Fee Indexed by CPI						
% Fee Indexed by WPI						
Total						

	Corporate Overhead Fee					
	s. 47G(1)(a)					
% Fee Indexed by SACS						
% Fee Indexed by CPI						
% Fee Indexed by WPI						
Total						

ATTACHMENT C (CONFIDENTIAL INFORMATION)

Not applicable.

Released by DIBP under the
Freedom of Information Act 1982

ATTACHMENT D (CONTRACT CHANGE PROCESS)

- 1.1 If the Department wants to vary this Contract:
 - 1.1.1 the Department must make a request to the SRSS Provider in writing setting out the proposed variations (including the proposed date for implementation of the variations);
 - 1.1.2 within 10 Business Days after receiving the Department's request or within another period agreed by the Parties, the SRSS Provider must respond in writing to the Department specifying what effect those variations will have on:
 - (a) the Contract Charges and Expenses;
 - (b) the provision of the Services, including any particular Deliverable;
 - (c) the SRSS Provider's ability to perform its Obligations under the Contract;
 - (d) the Contract;
 - (e) any planning or transitional issues or activities needed to fully implement the proposed variations; and
 - (f) whether the SRSS Provider agrees to the proposed variation; and
 - 1.1.3 if the response indicates that the SRSS Provider agrees to the proposed variation, within 10 Business Days, or within another period agreed by the Parties, the Department will give the SRSS Provider Notice accepting or rejecting the proposed variation.
- 1.2 If the SRSS Provider wants to vary this Contract:
 - 1.2.1 the SRSS Provider must make a request to the Department in writing setting out the proposed variations (including the proposed date for implementation of the variations) and specifying what effect those variations will have on:
 - (a) the Contract Charges and Expenses;
 - (b) the provision of the Services, including any particular Deliverable;
 - (c) the SRSS Provider's ability to perform its Obligations under the Contract; and
 - (d) the Contract; and
 - (e) any planning or transitional issues or activities needed to fully implement the proposed variations; and
 - 1.2.2 within 20 Business Days after receiving the SRSS Provider's request, or within another period agreed by the Parties, the Department must give the SRSS Provider Notice accepting or rejecting the variation.
- 1.3 If the Department accepts a proposed variation, the Parties must, as soon as practicable, execute all documents necessary to give effect to the agreed variation. The Department is not obliged to pay any amount other than the Contract Charges or Expenses until and from the date any variation to the Contract Charges or Expenses is agreed.

ATTACHMENT E (MATERIAL)**Commonwealth Material**

Commonwealth Material to be made available	When Commonwealth Material is to be made available	Form in which Commonwealth Material is to be made available	Any conditions or restrictions in relation to that Commonwealth Material
The SRSS Operational Procedures Manual	By the contract commencement date, with updates, additions and amendments provided over the course of the contract.	Electronic.	The SRSS Policy and Procedures Framework is a confidential document for the use of the department and SRSS Providers. The SRSS Provider must not provide the SRSS Policy and Procedure Framework to other parties unless approved to do so by the department.
Forms and policy guidance.	By the contract commencement date, with updates, additions and amendments provided over the course of the contract.	Electronic.	The SRSS forms and policy guidance documents are confidential documents for the use of the department and SRSS Providers. The SRSS Provider must not provide the SRSS forms or policy guidance to other parties unless approved to do so by the department.

Existing SRSS Provider Material

Not applicable.

Third Party Material

Not applicable.

Other Auxiliary Material

Not applicable.

Contract Material

The Contract Material is set out or described in Attachment A (Schedule of Services).

Moral Rights

Not applicable.

ATTACHMENT F (ADDITIONAL RISK MANAGEMENT MEASURES)

This will be developed as required between the Parties

ATTACHMENT G (COMMONWEALTH LAW AND POLICY REQUIREMENTS)

In providing the Services, the SRSS Provider must comply with all Laws and Commonwealth policies in the manner as set out in this Attachment, where the following table indicates that the Law or policy is applicable (a checked box represents an applicable policy).

Policy	Applicable
Australian Industry Participation Plan	<input type="checkbox"/>
Anti-Discrimination	<input checked="" type="checkbox"/>
APS Values	<input checked="" type="checkbox"/>
Australian Packaging Covenant	<input type="checkbox"/>
Freedom of Information	<input checked="" type="checkbox"/>
Fraud	<input checked="" type="checkbox"/>
Illegal Workers	<input checked="" type="checkbox"/>
Indigenous Opportunities Policy	<input checked="" type="checkbox"/>
Multicultural Access and Equity Policy	<input checked="" type="checkbox"/>
Public Interest Disclosure	<input checked="" type="checkbox"/>

Australian Industry Participation Plan

1. Not Applicable.

Anti-Discrimination

2. The SRSS Provider must:
 - 2.1 comply with its Obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (**the WGE Act**); and
 - 2.2 not enter into any Subcontract with an entity named in a report tabled in the Australian Parliament by the Workplace Gender Equality Agency as a supplier that has not complied with the WGE Act.
3. If the SRSS Provider is a 'relevant employer' for the purposes of the WGE Act:
 - 3.1 if the SRSS Provider becomes non-compliant with the WGE Act during the Term of this Contract, the SRSS Provider must Notify the Department; and

- 3.2 if the Term of this exceeds 18 months, the SRSS Provider must provide a current letter of compliance within 18 months from the Commencement Date and following this, annually, to the Department.
4. Compliance with the WGE Act does not relieve the SRSS Provider from its responsibility to comply with its other obligations under the Contract.
5. The SRSS Provider must comply with such other Commonwealth, State or Territory Laws relevant to anti-discrimination as may be relevant to the Contract, including but not limited to:
 - 5.1 the *Disability Discrimination Act 1992* (Cth);
 - 5.2 the *Racial Discrimination Act 1975* (Cth);
 - 5.3 the *Sex Discrimination Act 1984* (Cth); and
 - 5.4 the *Age Discrimination Act 2004* (Cth).

APS Values

6. The SRSS Provider must ensure that all of its Personnel engaged in providing the Services comply with the APS Values and Code of Conduct while at the Department premises and while liaising with the Department Personnel or members of the public in connection with the provision of the Services. In this paragraph 6 and 7 'APS Values' and 'Code of Conduct' have the same meaning as they have in the *Public Service Act 1999* (Cth).
7. The SRSS Provider must provide all reasonable assistance to the Department with any investigation of a report of a breach of the APS Code of Conduct.

Australian Packaging Covenant

8. Not Applicable.

Freedom of Information

9. If an application is made to the Department under the *Freedom of Information Act 1982* (Cth) for access to documents concerning the SRSS Provider, the Department:
 - 9.1 may, before making a decision, consult with the SRSS Provider, without prejudice to any decision to release the information; and
 - 9.2 must determine the application in accordance with the requirements of the *Freedom of Information Act 1982* (Cth).

Fraud

10. The SRSS Provider must comply with the Commonwealth Fraud Control Guidelines, as amended from time to time at:
<http://www.ag.gov.au/CrimeAndCorruption/FraudControl/Pages/CommonwealthFraudControlGuidelines.aspx>.
11. The SRSS Provider must Notify the Department immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to this Contract (including by the SRSS Provider, its Personnel, Subcontractors and suppliers).

Illegal Workers

12. The SRSS Provider must not engage Illegal Workers in any capacity to carry out any work under or in connection with this Contract and must Notify the Department immediately it becomes aware of the involvement of an Illegal Worker in such work.
13. The SRSS Provider must remove, or cause to be removed, any Illegal Worker from any involvement in performing its Obligations under this Contract (including if engaged by a Subcontractor) and arrange for their replacement at no cost to the Department and immediately upon becoming aware of the involvement of the Illegal Worker.
14. If requested in writing by the Department, the SRSS Provider must provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its Obligations in respect of Illegal Workers.
15. The SRSS Provider must ensure that any Subcontractors include provisions equivalent to clauses 12 to 14 above.

Indigenous Opportunities Policy

16. Clauses 16 to 21 apply to the SRSS Provider only if the Commonwealth's Indigenous Opportunities Policy applies to the Contract.
17. The SRSS Provider must:
 - 17.1 maintain and implement a current Indigenous Training, Employment and Supplier Plan (**ITES Plan**) throughout the Term of the Contract; and
 - 17.2 submit to the Department of Employment an annual Implementation and Outcomes Report in accordance with the requirements stipulated in the Indigenous Opportunities Policy Guidelines (available at <http://employment.gov.au/background-indigenous-opportunities-policy>).
18. The SRSS Provider's implementation of the ITES Plan in no way diminishes the SRSS Provider's other Obligations under this Contract.
19. The SRSS Provider consents to the Department or any other Commonwealth Agency:
 - 19.1 publicising or reporting on the SRSS Provider's performance in relation to the ITES Plan and level of compliance with the ITES Plan; and
 - 19.2 publicising or reporting on any information contained in the ITES Plan or the Implementation and Outcomes Report required to be submitted in accordance with the IOP and this Contract.
20. Without limiting the Department's rights, the Department may withhold or suspend any payment in whole or part, if the SRSS Provider has not performed its Obligations under this Contract related to maintaining a current ITES Plan and to reporting to the satisfaction of the Commonwealth.
21. The terms 'significant Indigenous populations', 'Implementation and Outcomes Report' and 'Indigenous Training, Employment and Supplier Plan' have the same meaning as they have in the Indigenous Opportunities Policy Guidelines (available at <http://employment.gov.au/background-indigenous-opportunities-policy>).

22. Without limiting clauses 16 to 21, the SRSS Provider must use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications, experience and expertise.

Work Health And Safety

23. In clause 24 to 26 below:

Act means the *Work Health and Safety Act 2011* (Cth).

Person Conducting a Business or Undertaking (PCBU) as defined by the Act means a person conducting a business or undertaking:

- (a) whether the person conducts the business or undertaking alone or with others; and
 - (b) whether or not the business or undertaking is conducted for profit or gain.
24. The SRSS Provider must ensure that the Services are provided in a manner that does not pose any avoidable health or safety risk to the SRSS Provider's Personnel, to the Department's Personnel or to any other person.
25. Without limiting in any way the work health and safety Obligations that the SRSS Provider has under this Contract, including those that apply due to the operation of Commonwealth and State or Territory Laws, the SRSS Provider must:
- 25.1 ensure that a PCBU meets the primary duty of care requirements of section 19 of the Act or corresponding State or Territory legislation;
 - 25.2 ensure the regulator is notified immediately after a notifiable incident has occurred in accordance with section 38 of the Act or corresponding State or Territory legislation; and
 - 25.3 Notify the Department of:
 - (a) any work related injury that causes death or serious personal injury;
 - (b) any notifiable incident as defined at sections 35, 36 and 37 of the Act, or corresponding State or Territory legislation; and
 - (c) each occasion it reports to, or notifies, a regulatory authority of a notifiable incident authority under the Act, or the relevant work health and safety legislation in that jurisdiction

within one Business Day after the incident has occurred or within two hours if the injury causes death.
26. At the Department's request, the SRSS Provider must provide reasonable assistance to the Department or Comcare (including giving the Department, Comcare and their agents access to the SRSS Provider's premises, files, information technology systems and Personnel) in connection with any monitoring, inspection, investigation or audit of work health and safety matters arising in relation to the provision of the Services.

Multicultural Access and Equity Policy

27. The SRSS Provider acknowledges that the Commonwealth's Multicultural Access and Equity Policy applies to the provision of the Services under this Contract and the SRSS Provider must comply with this policy including:
 - 27.1 providing the Services in a manner that is sensitive to a culturally and linguistically diverse population consistent with the Multicultural Access and Equity Policy;
 - 27.2 monitoring and reporting on its compliance with the Multicultural Access and Equity Policy;
 - 27.3 collecting data on recruited, as relevant, culturally diverse employees, volunteers, grantees and contractors; and
 - 27.4 ensuring that it has in place a complaint mechanism that enables people from culturally and linguistically diverse backgrounds to raise concerns about the Services provided.
28. Data collection on the Services must be consistent with Standards for Statistics on Cultural and Language Diversity reviewing and improving Services (see ABS cat. No. 1289.0 at <http://www.abs.gov.au>).

Public Interest Disclosure

29. The SRSS Provider must ensure that it complies with its obligations under the *Public Interest Disclosure Act 2013* (Cth).
30. In particular, without limiting clause 29, the SRSS Provider must ensure that its Personnel are aware that they can make a public interest disclosure, within the meaning of the *Public Interest Disclosure Act 2013*, to one of the Department's authorised officers.

Compliance with Applicable Laws

31. The SRSS Provider must, in carrying out the Services, comply with all relevant legislation of the Commonwealth or State or Territory or local authority as it is applicable to the provision of the Services, including, but not limited to:
 - 31.1 *Crimes Act 1914* (Cth);
 - 31.2 *Criminal Code Act 1995* (Cth);
 - 31.3 *Racial Discrimination Act 1975* (Cth);
 - 31.4 *Sex Discrimination Act 1984* (Cth);
 - 31.5 *Disability Discrimination Act 1992* (Cth);
 - 31.6 *Workplace Gender Equality Act 2012* (Cth);
 - 31.7 *Fair Work Act 2009* (Cth);
 - 31.8 *Freedom of Information Act 1982* (Cth);

- 31.9 *Privacy Act 1988* (Cth);
- 31.10 *Archives Act 1983* (Cth);
- 31.11 *Work Health and Safety Act 2011* (Cth);
- 31.12 *Safety, Rehabilitation and Compensation Act 1988* (Cth);
- 31.13 *Competition and Consumer Act 2010* (Cth);
- 31.14 *Auditor-General Act 1997* (Cth);
- 31.15 *Environment Protection and Biodiversity Conservation Act 1999* (Cth);
- 31.16 *Public Governance, Performance and Accountability Act 2013* (Cth);
- 31.17 *Public Service Act 1999* (Cth);
- 31.18 *Immigration (Guardianship of Children) Act 1946* (Cth);
- 31.19 *Christmas Island Act 1958* (Cth);
- 31.20 *Ombudsman Act 1976* (Cth);
- 31.21 *Copyright Act 1968* (Cth);
- 31.22 *Australian Human Rights Commission Act 1986* (Cth);
- 31.23 legislation of the Commonwealth or State or Territory or local authority as it is applicable to residential tenancies and boarding houses;
- 31.24 any applicable requirements for licenses / permits for the exercise of a profession or trade necessary to perform the Services; and
- 31.25 relevant criminal and child protection legislation, including as set out in Table 1 below:

Table 1		
Jurisdiction	Legislation	Type of program
ACT	<i>Children and Young People Act 2008</i> (ACT)	This legislation sets out the requirements for the wellbeing, care and protection of young people, taking into account the responsibilities of the community and the whole of government for them.
	<i>Working with Vulnerable People (Background Checking)</i>	The legislation imposes a background checking and registration requirement for people who work with vulnerable people (including children), and for other

	<i>Act 2011 (ACT)</i>	purposes.
NSW		Individuals are required to apply for a Working With Children Check. The Working with Children Check is for people who work directly with children, that is, have face-to-face or physical contact with children in areas of work specified as child-related work, or work in a designated role as stated in the legislation.
NT	<i>Care and Protection of Children Act 2007 (NT)</i>	Individuals are required to apply for a Working With Children Check, known as a "Clearance Notice" in the Northern Territory. A Clearance Notice is valid for two years, and applies to employers and volunteers in child-related employment settings.
QLD	<i>Commission for Children and Young People and Child Guardian Act 2000 (Qld)</i>	Individuals are required to apply for a Working With Children Check, known as a "Blue Card" in Queensland. Valid for two years, Blue Cards entitle individuals to engage in child-related occupations/volunteering.
SA	<i>Children's Protection Act 1993 (SA)</i>	The South Australian system is an employer driven "point-in-time" system requiring employers and responsible authorities to obtain criminal history checks for those engaging in child-related occupations/volunteering.
TAS	<i>Education and Care Services National Law (Application) Act 2011 (Tas)</i>	Good Character Check screening program came into force 1 January 2012, individual employers may also require police checks at their discretion.

VIC	<i>Working With Children Act 2005</i> (Vic)	Individuals are required to apply for a Working With Children Check. Valid for five years, the Check entitles individuals to engage in child-related occupations/volunteering.
WA	<i>Working with Children (Criminal Record Checking) Act 2004</i> (WA)	Individuals are required to apply for a Working With Children Check. Valid for three years, the Check entitles individuals to engage in child-related occupations/volunteering.

International Treaties, Charters, Covenants and Agreements

32. The SRSS Provider must, in carrying out the Services, comply with all relevant international treaties, charters, covenants and agreements as they are applicable to the provision of the Services, including, but not limited to:
- 32.1 International Covenant on Civil and Political Rights;
 - 32.2 Convention Relating to the Status of Refugees;
 - 32.3 Convention on the Rights of the Child;
 - 32.4 Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment;
 - 32.5 International Convention on the Elimination of all Forms of Racial Discrimination;
 - 32.6 Convention on the Elimination of All Forms of Discrimination against Women;
 - 32.7 Convention on the Rights of Persons with Disabilities; and
 - 32.8 Universal Declaration of Human Rights.

Departmental Specific Policies

33. The SRSS Provider must comply with the following Department policies, guidelines and operational requirements as they exist and as are Notified to the SRSS Provider by the Department from time to time during the Term of the Contract (including any amendments), including:
- 33.1 Guardianship Policy and Principles;
 - 33.2 Custodian Guidelines;
 - 33.3 the Status Resolution Support Service (SRSS) Operational Procedures Manual;

- 33.4 SRSS Recipient Feedback Policy;
- 33.5 SRSS Recipient Service Charter;
- 33.6 Data Security Management Framework;
- 33.7 Fraud Control Framework;
- 33.8 Risk Management Framework;
- 33.9 The SRSS Policy Advice Manual; and
- 33.10 other policies, principles, procedures and templates for the SRSS Programme Notified to the SRSS Provider.

General Australian Government Policies

34. Without limiting any other Obligation in the Contract, the SRSS Provider must, in carrying out the Services, comply with the following Australian Government policies listed in Table 2 as they are applicable to the provision of the Services:

Table 2	
Government Policy	Publishing Agency
Australian Public Service Code of Conduct	Australian Public Service Commission
Australian Government Protective Security Policy Framework	Attorney-General's Department
Commonwealth Disability Strategy	Department of Social Services
Commonwealth Procurement Rules	Department of Finance and Deregulation
Commonwealth Fraud Control Guidelines	Attorney-General's Department
Human Rights for Immigration Detention	Australian Human Rights Commission

ATTACHMENT H (PERFORMANCE GUARANTEE)

THIS DEED OF GUARANTEE made on the day of 20 .

BETWEEN

COMMONWEALTH OF AUSTRALIA acting through and represented by the Department of Immigration and Border Protection (ABN 33 380 054 835) (**Department** or **DIBP**),

AND

[insert Guarantor's name] (**the Guarantor**).

RECITALS:

- A. The Department requires the provision of certain services (**Services**).
- B. *[insert SRSS Provider's name and ABN]* (hereinafter called the SRSS Provider) has agreed to perform that work for the Department on the terms and conditions contained in the Contract executed by the SRSS Provider and the Department on *[insert date]* (**the Contract**).
- C. The Guarantor agrees to provide the guarantees and indemnities set out below.

IT IS AGREED AS FOLLOWS:

The Guarantor guarantees to the Department the performance of the obligations undertaken by the SRSS Provider under the Contract on the following terms and conditions:

- (1) If the SRSS Provider (unless relieved from the performance of the Contract by the Department or by statute or by a decision of a tribunal of competent jurisdiction) fails to execute and perform its undertakings under the Contract the Guarantor must, if required to do so by the Department, complete or cause to be completed those undertakings in accordance with the conditions of the Contract.
- (2) If the SRSS Provider commits any breach of its obligations, and such breach is not remedied by the Guarantor pursuant to the foregoing sentence, and the Contract is then terminated for default, the Guarantor must indemnify the Department against all costs and expenses directly incurred by the Department by reason of such default.
- (3) The Guarantor will not be discharged or released or excused from this Deed of Guarantee by any arrangement made between the SRSS Provider and the Department with or without the consent of the Guarantor, or by any alteration, amendment or variation in the obligations assumed by the SRSS Provider or by any forbearance whether as to payment, time, performance or otherwise. This guarantee by the Guarantor to assume the obligations of the SRSS Provider will continue in force and effect until completion of all the SRSS Provider's obligations under the Contract or until the completion of the undertakings of this Deed of Guarantee by the Guarantor.
- (4) The obligations of the Guarantor under this Deed of Guarantee will not exceed the obligations of the SRSS Provider under the Contract.

- (5) This Deed of Guarantee is subject to and must be construed in accordance with the laws in force in the Australian Capital Territory and the parties agree that the courts of that Territory have jurisdiction to entertain any action in respect of, or arising out of, this Deed of Guarantee and submit themselves to the jurisdiction of those courts.

Executed as a deed for and on behalf of the
Commonwealth of Australia as represented by
the **Department of Immigration and Border
Protection** by its duly authorised delegate:

In the presence of:

.....
Signature of delegate (print)

.....
Signature of witness

.....
Name of delegate (print)

.....
Name of witness

.....
Date

.....
Date

Executed as a deed by *[INSERT
GUARANTOR'S NAME]* in accordance with
section 127 of the *Corporations Act 2001* (Cth):

In the presence of:

.....
Signature of Director

.....
Signature of Director/company secretary

.....
Name of Director (print)

.....
Name of Director/company secretary (print)

.....
Date

.....
Date

ATTACHMENT I (FINANCIAL UNDERTAKING)

By: *[insert Banker's details]*

To: Name of *[the Commonwealth of Australia as represented by the Department of Immigration and Border Protection]* ABN *[33 380 054 835]*

At the request of *[insert SRSS Provider's name and ABN]* (the **Applicant**) and in consideration of the Commonwealth of Australia acting through and represented by the Department of Immigration and Border Protection (the **Favouree**) accepting this Undertaking in connection with the Contract or agreement entered into between the Favouree and the Applicant in relation to *[insert Contract reference]*, *[insert name of Bank]* undertakes to pay on demand any sum or sums which may from time to time be demanded by the Favouree up to a maximum aggregate sum of \$*[insert amount in figures]* (*[insert amount in words]*) only in Australian Currency (the **Sum**).

[insert name of Bank] liability under this undertaking ceases on the first to occur of:

- (a) *[insert name of Bank]* receipt of written notification from the Favouree that the Sum is no longer required by the Favouree; or
- (b) return of this undertaking to *[insert name of Bank]* by the Favouree; or
- (c) payment to the Favouree by *[insert name of Bank]* of the whole of the Sum or any part the Favouree may require.

Demands must be in writing; signed by or for and on behalf of the Favouree; and may be made for the whole or any part or parts of the Sum (and if only for a part, then further demands may be made for the balance).

[insert name of Bank] agrees that payment or payments due to the Favouree will be made forthwith and notwithstanding any notice given by the Applicant to *[insert name of Bank]* not to pay. Payment will be made by cheque payable to the Favouree or to a bank account in the name of the Favouree.

[insert name of Bank] may at any time without being required to do so pay to the Favouree the Sum less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Favouree. If *[insert name of Bank]* makes that payment then its liability under this undertaking ceases.

The Favouree may not assign its rights under this undertaking without the prior written consent of *[insert name of Bank]*. If *[insert name of Bank]* consents to the assignment of this undertaking then, unless the context requires otherwise, the word "Favouree" includes each assignee.

Dated *[insert document production date]*

Signed as a Deed Poll for *[insert name of Bank]* by:

(sign here)

Title:

Name:

ATTACHMENT J (SUBCONTRACTOR NOVATION DEED)

This will be developed as required between the Parties

ATTACHMENT K (CONFIDENTIALITY DEED)

THIS DEED CONFIDENTIALITY is made on the day of 20 .

BETWEEN

COMMONWEALTH OF AUSTRALIA acting through and represented by the Department of Immigration and Border Protection (ABN 33 380 054 835) (**Department** or **DIBP**),

AND

[insert name and address of the person entering into the Confidentiality Deed] (**the Recipient**).

- A. The SRSS Provider and the Department are parties to a Contract dated *[insert date]* (**Contract**).
- B. The Recipient may be used by the SRSS Provider in connection with the provision of Services under the Contract. In the course of providing Services under the Contract, the Recipient may become aware of information pertaining to, or in connection with, the Contract which is Confidential Information or Personal Information.

1 Definitions

Approved Person means a person who is:

- (a) Departmental Personnel; or
- (b) any other person nominated or approved by the Department.

Confidential Information is information that:

- (a) is by its nature confidential;
- (b) is designated by the Department as confidential;
- (c) the Recipient knows or ought to know is confidential including:
 - (i) information comprised in or relating to any of the Department's Intellectual Property;
 - (ii) information relating to the policies, strategies, practices and procedures of the Department and any information in the SRSS Provider's or Recipient's possession relating to the Department; or
 - (iii) security classified information; or
- (d) is the Department's material and data,

but does not include information which:

- (e) is or becomes public knowledge other than by a breach by the SRSS Provider or the Recipient of any confidentiality obligation; or
- (f) has been independently developed or acquired by the SRSS Provider or the Recipient as established by written evidence.

Services means the Services required to be provided under the Contract.

SRSS Provider means the entity engaged by the Department to provide the Services under the Contract.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time.

Loss/Losses means all losses, liabilities, damages, fines, costs and expenses (including reasonable legal fees on a solicitor/client basis and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

Personal Information means information or an opinion:

- (a) about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion;
- (b) whether true or not, and whether recorded in material form or not; and
- (c) of which the Recipient becomes aware because of their involvement in the provision of the Services.

2 Authorised representative

- 2.1 The Recipient warrants that the signatory to this Deed is an authorised representative of the Recipient and is authorised to bind the Recipient.

3 Protection of Personal Information and Confidential Information

- 3.1 The Recipient agrees to keep secret and confidential all Personal Information and Confidential Information and will not directly or indirectly disclose to any person, other than an Approved Person, any Personal Information or Confidential Information. The Recipient agrees not to make any use of information contained in the Personal Information or Confidential Information except as it relates to provision of the Services.
- 3.2 The Recipient understands and acknowledges that any unauthorised use or disclosure of Personal Information or Confidential Information may make them liable for prosecution under the laws of the Commonwealth.
- 3.3 The Recipient agrees to immediately notify the Department if it becomes aware that any of the Personal Information or the Confidential Information:
 - (a) has been used, copied or disclosed in breach of this Deed; or
 - (b) is required to be disclosed by law.
- 3.4 The Recipient acknowledges that improper use or disclosure of any Personal Information or Confidential Information provided to or accessed by the Recipient pursuant to or in connection with the provision of the Services may be detrimental to the Department in the performance of their functions and may cause harm to any third parties with an interest in the Personal Information or Confidential Information.

4 Indemnity

- 4.1 The Recipient agrees to indemnify and hold harmless the Department in respect of all costs, (including legal costs and expenses on a solicitor/own client basis) liability, Losses and claims reasonably incurred by the Department as a result of a breach of this Deed.

5 Retrospectivity

- 5.1 This Deed has retrospective effect and covers all information disclosed to the Recipient by or on behalf of the Department or the SRSS Provider, whether before or after the date of this Deed.

Executed as a deed for and on behalf of the
Commonwealth of Australia as represented by
 the **Department of Immigration and Border
 Protection** by its duly authorised delegate:

In the presence of:

.....
Signature of delegate (print)

.....
Signature of witness

.....
Name of delegate (print)

.....
Name of witness

.....
Date

.....
Date

Executed as a deed by the Recipient:

In the presence of:

.....
Signature of Recipient

.....
Signature of witness

.....
Name of Recipient (print)

.....
Name of witness (print)

.....
Date

.....
Date

ATTACHMENT L (GLOSSARY)

In this Contract, unless the contrary intention appears, the following definitions apply:

TERM	DEFINITION
Accommodation Suitability Assessment	means an assessment of an SRSS Recipient's proposed accommodation and Community Link, performed by the SRSS Provider in accordance with the Schedule of Services and the SRSS Operational Procedures Manual. It is conducted to ensure that the proposed accommodation is liveable and that the Community Link is willing and able to provide suitable accommodation to the SRSS Recipient.
Accompanied Minors	means Minors who are under the care of a Parent, legal guardian or an adult relative who has carer/supervisory responsibility for the minor, as determined by the Department.
Alternative Places of Detention (APODs)	means places approved in writing by the Minister, or his/her delegate, where a person may be kept in Immigration Detention other than at an Immigration Detention Centre. Alternative Places of Detention include, but are not limited to, Immigration Residential Housing, Immigration Transit Accommodation, hospitals, nursing homes, mental health facilities, hotels and motels.
APS Values	means the Australian Public Service Values, available at www.apsc.gov.au .
Asset	means any item of tangible or intangible property, leased, created, or otherwise brought into existence either wholly or in part in providing the Services, and performing the SRSS Provider's Obligations under the Contract, but does not include perishable items such as food or consumables (including medicines).

TERM	DEFINITION
Assets and Property Register	means the register described as such in the Schedule of Services.
Assisted Voluntary Return (AVR) or Assisted Voluntary Return Programme	means the programme operated by the Department which facilitates and supports unlawful non-citizens who elect to voluntarily return to their country of origin. The programme is run in partnership with a voluntary return service provider.
Auxiliary Material	means Material (other than Contract Material) which is made available by a Party for the purposes of the Contract on or following the Commencement Date, including any Commonwealth Material, Existing SRSS Provider Material, Third Party Material, and other Material specified as Auxiliary Material in Attachment E (Material) of the Contract.
Baby Package	means the additional package of goods provided to families with babies. It is a component of Basic Household Goods designed specifically to meet the needs of families with new or young children. Details of pre-approved expenditure and items are contained in the SRSS Operational Procedures Manual.
Band	means one of the six categories of SRSS Recipient groups determined by the Department which determine the SRSS Recipient's eligibility for Services.
Band 6 Application	is an application from a person residing in the community to be considered for Band 6 support through the SRSS Programme.

TERM	DEFINITION
Basic Household Goods (BHG)	means the household items that the SRSS Provider must provide to Band 2 and 3 Recipients. Basic Household Goods must be installed in Provided Accommodation prior to the arrival of the SRSS Recipient's at their accommodation, in accordance with the Schedule of Services and the SRSS Operational Procedures Manual.
Basic Starter Package	means the basic food and cleaning products that the SRSS Provider must provide to Band 3 and eligible Band 4 SRSS Recipients who have exited Held Detention immediately on arrival in Provided Accommodation in accordance with the Schedule of Services and the SRSS Operational Procedures Manual.
Bridging Visa	means the form of Visa issued by the Department, and has the same meaning as in the <i>Migration Act 1958</i> (Cth). Without limiting the definition of Bridging Visa under this Contract, Bridging Visas are granted by the Minister or the Department to asylum seekers to allow them to lawfully exit Immigration Detention and live in the community.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory or the Contract Region in which the Services are being supplied.
Carer	means an employee or other Personnel of the SRSS Provider who gives substantial, continuing and direct assistance to Minors. Community Links and other family can also be Carers.
Case	a Case is either a single SRSS Recipient or family group as identified by the Department.

TERM	DEFINITION
Case Coordination	means integrated support to help SRSS Recipients while in the SRSS Programme, including support to connect SRSS Recipients to appropriate services. It is delivered on a needs basis.
Case Manager	means an officer of the Department who engages with SRSS Recipients to overcome barriers to resolving their immigration status.
Case Plan	means a detailed report which outlines a strategy to support a Case – an SRSS Recipient or family group.
Case Plan Review	means a basic review of a Case Plan in accordance with the Schedule of Services and it is to be conducted every time a Case Worker contacts an SRSS Recipient to ensure the Case Plan is accurate and appropriate.
Case Plan Update	means an updated Case Plan (which includes substantive changes from the approved Case Plan), submitted to the Department in accordance with the Schedule of Services and the SRSS Operational Procedures Manual. It requires departmental approval for SRSS Recipients in Bands 2 – 5.
Case Worker	means a person who is employed by the SRSS Provider to provide case coordination Services to SRSS Recipients as detailed in the Schedule of Services and the SRSS Operational Procedures Manual.
Code of Behaviour	is an expression of expectations about how certain subclass 050 bridging (general) Visa holders must behave while in Australia. Certain persons must sign the Code of Behaviour before the Visa is granted.
Code of Conduct	means the Australian Public Service Code of Conduct, available at www.apsc.gov.au .

TERM	DEFINITION
Commencement Date	means the date that the Contract has been signed by both Parties, as specified in Item 4 of the Contract Details.
Commonwealth	the Commonwealth Government of Australia.
Commonwealth Agency	<p>means:</p> <ul style="list-style-type: none"> (a) a Commonwealth agency as defined in the <i>Financial Management and Accountability Act 1997</i> (Cth); (b) a Commonwealth authority as defined in the <i>Commonwealth Authorities and Companies Act 1997</i> (Cth); (c) a Commonwealth company as defined in the <i>Commonwealth Authorities and Companies Act 1997</i> (Cth); or (d) a Commonwealth entity as defined in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Commonwealth Assets	means assets owned by the Commonwealth, including those in possession of the SRSS Provider.
Commonwealth Contract	<p>has the same meaning as in the <i>Freedom of Information Act 1982</i> (Cth) and means a contractual arrangement which has all of the following elements:</p> <ul style="list-style-type: none"> (a) the Commonwealth or a Commonwealth Agency is, or was, a party to the contract; (b) under the contract, services are, or were, to be provided: <ul style="list-style-type: none"> (i) by another party; (ii) for or on behalf of an agency; and (iii) to a person who is not the Commonwealth or a Commonwealth Agency (that is, to the public).
Commonwealth Material	means any Material provided by the Commonwealth to the SRSS Provider for the purposes of the Contract (including any Material specified as Commonwealth Material in

TERM	DEFINITION
	Attachment E (Material) of the Contract) or which is copied or derived from that Material.
Commonwealth Procurement Rules (CPRs)	means the Commonwealth Procurement Rules issued by the Department of Finance or such replacements rules as issued by the Commonwealth.
Community Link	means a person in the Australian community who is a family member or close friend of an SRSS Recipient who is willing to offer support such as accommodation to that SRSS Recipient.
Community Link Check	means a basic enquiry made to a Community Link to ascertain the suitability of a proposed property and Community Link for SRSS Recipients in Band 4. This is a simpler Service than an Accommodation Suitability Assessment.
Compliance, Case Management, Detention and Settlement (CCMDS) Portal	means a departmental information technology system used to manage SRSS Recipients and others engaged with the Department.
Confidential Information	<p>in relation to a Party, means information that is:</p> <ul style="list-style-type: none"> (a) in the case of the Commonwealth's Confidential Information, by its nature capable of being protected in law or equity as confidential; (b) designated by a Party as confidential in Attachment C (Confidential Information) of the Contract; or (c) in the case of the Commonwealth's Confidential Information, information which the Commonwealth designates as confidential or the SRSS Provider knows or ought to know is confidential; <p>but does not include information:</p> <ul style="list-style-type: none"> (d) which is or becomes public knowledge other than

TERM	DEFINITION
	<p>by breach of the Contract or any other confidentiality obligation; or</p> <p>(e) that has been independently developed or acquired without reference to the other Party's Confidential Information.</p>
Contract	means the agreement the Department has entered into with the SRSS Provider, under which the SRSS Provider will provide the Services and includes all the Attachments, any annexures or schedules, and any document expressly incorporated.
Contract Charges	means the amounts payable by the Department to the SRSS Provider as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses) of the Contract.
Contract Details	means the details applying to the Contract as set out in Part 1 of the Contract.
Contract Material	<p>means all Material:</p> <ul style="list-style-type: none"> (a) created by or on behalf of the SRSS Provider for the purposes of the Contract, including any Material specified as Contract Material in the Schedule of Services ; (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or (c) copied or derived from Material referred to in paragraphs (a) or (b), and <p>includes any modifications to that Material made in accordance with the Contract.</p>
Contract Rebates	means any amount or amounts by which the Contract Charges may be reduced as a result of a failure to meet the Performance Measures, as set out in, or calculated in

TERM	DEFINITION
	accordance with the Schedule of Services.
Contract Region	is the area in which the SRSS Provider must perform the Services, as specified in the Contract Details.
Contract Terms and Conditions	means the terms and conditions in Part 2 of the Contract.
Contract Transition In	means the process and Services relating to the SRSS Provider's transition into the provision of the Services, the details of which are provided in the Contract Transition In Plan. This should not be confused with SRSS Recipient Transition In.
Contract Transition In Period	is the period in which the SRSS Provider must prepare to be ready to fully perform the Services in accordance with the Contract by the Effective Date.
Contract Transition In Plan	means the plan described as such in the Schedule of Services.
Contract Transition Out	means the process of preparing for handover of the Services from the SRSS Provider to the Department or any new provider contracted by the Department to perform the Services or any part of the Services or similar services, the details of which are provided in the Contract Transition Out plan.
Contract Transition Out Period	means the period of time in which the SRSS Provider works with the Department or any new provider contracted by the Department to transition out of the Contract.
Contract Transition Out Plan	means the plan described as such in the Schedule of Services.

TERM	DEFINITION
Core Service Delivery Requirements	means the Services described as such in the Schedule of Services, and includes: (a) accommodation Services; and (b) Case Coordination Services.
Corporate Overhead Fee	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
Critical Incident	means an Incident determined to be critical by the Department, as outlined in the relevant departmental Incident reporting protocol.
Custodian and Custodianship	have the same meanings as set out in <i>Immigration (Guardianship of Children) Act 1946</i> (Cth). A Custodian is appointed to manage the day to day care of an IGOC Minor. Refer to the SRSS Operational Procedures Manual for further details.
Deduction	means a deduction from an SRSS Recipient's Living Allowance made by the Department of Human Services.
Deliverables	means the Goods, the Contract Material, the Documentation and any other item to be supplied by the SRSS Provider to the Department (or SRSS Recipients, if applicable) under the Contract.
Department	means the Commonwealth of Australia as represented by the Department of Immigration and Border Protection (DIBP) or any department, agency or authority of the Commonwealth which is responsible from time to time for administering the Contract.

TERM	DEFINITION
Detention Health Service Provider (DHSP)	means the contracted provider of all health and medical services to people in Immigration Detention, both Held Detention and in the community under Residence Determination arrangements.
Detention Service Provider (DSP)	means an organisation contracted by the Department to provide services at Immigration Detention Facilities.
Direct Recipient Costs	means the reimbursable costs associated with providing Services to SRSS Recipients. Costs will only be reimbursed if they have been preapproved by the Department in writing.
Documentation	means any documentation to be provided by the SRSS Provider under the Contract, including any Material specified as Documentation in Attachment A (Statement of Requirement).
Duty of Care	without limiting the definition of duty of care under Law, means the legal Obligation which is imposed on an individual or entity requiring that they or it adhere to a standard of reasonable care.
Effective Date	means the date that the Department Notifies the SRSS Provider that the requirements of the Contract Transition In Plan (and any other requirements required to be met before the Effective Date as specified as such in the Contract or Schedule of Services) have been met.
Emergency Accommodation	Provided Accommodation for eligible SRSS Recipients in Band 5. Emergency Accommodation is available for up to two weeks and it requires departmental approval. Extensions are available in exceptional circumstances only.
English as a Second Language (ESL) training	means a programme which provides English language tuition to people from non-English speaking backgrounds.

TERM	DEFINITION
Escalation	means tasks / activities that are raised by an SRSS Provider or a departmental officer that are for the purposes of escalating specific events to the Department for further action e.g. identity issues, Assisted Voluntary Return request, changes to family composition, etc).
Essential Registrations	means assistance provided by the SRSS Provider to register for services, such as Medicare, consistent with the Schedule of Services.
Excusable Event	has the meaning given to that term in clause 47 of the Contract.
Existing SRSS Provider Material	means the Material, including any specified as Existing SRSS Provider Material in Attachment E (Material), that the SRSS Provider has developed before the Commencement Date which will or may be used in the provision of the Services or the development of Contract Material or other Deliverables.
Exit Checklist	means a checklist to be completed by the SRSS Provider, with the SRSS Recipient, when an SRSS Recipient is exiting Band 2 or 3 Provided Accommodation. It must provide assurance that the SRSS Recipient has met their responsibilities prior to exiting and they have exited in accordance with the timeframes stipulated in the Schedule of Services.
Expenses	means any expenses payable by the Department to the SRSS Provider as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
Extra Services	means services in addition to the Services which may be requested by the Department in accordance with clause 16 of the Contract but does not include any activities, tasks, responsibilities or other Obligations set out in the Schedule of Services or SRSS Operational Procedures Manual, including those the Department may request periodically or

TERM	DEFINITION
	in exceptional circumstances. Extra Services do not include Additional Services referred to in the CCMDs Portal which will be used by the SRSS Provider to communicate with the Department.
Financial Hardship Assistance	means assistance provided to eligible SRSS Recipients in an immediate financial crisis situation in accordance with the SRSS Operational Procedures Manual.
Financial Undertaking	means any financial undertaking required to be given by the SRSS Provider in accordance with the Contract.
Fraud Control Plan	means the document which outlines the SRSS Provider's strategy to manage fraud, which the SRSS Provider is required to develop and implement in accordance with the Schedule of Services.
Goods	means any Goods required to be provided by the SRSS Provider to either the Department or an SRSS Recipient.
Global Feedback Unit	means the area of the Department which is responsible for SRSS Recipient feedback, compliments and complaints.
Held Detention	is where a person is physically held in an IDF.
Humanitarian Settlement Services (HSS)	means the programme which provides support to eligible people with permanent Visas to help them settle into the community. HSS is out of scope of the SRSS.
IGOC Act	means the <i>Immigration (Guardianship of Children) Act 1946</i> (Cth).
Illegal Worker	<p>means a non-citizen who:</p> <ul style="list-style-type: none"> (a) does not hold a valid visa and who performs work in Australia; or (b) holds a valid visa and who performs work in Australia in breach of a visa condition that: <ul style="list-style-type: none"> (i) prohibits him or her from working in Australia; or (ii) restricts the work that he or she may perform in Australia. <p>Work means any work, whether for reward or otherwise.</p>

TERM	DEFINITION
Immigration Detention	has the same meaning that it has in the <i>Migration Act 1958</i> (Cth).
Immigration Detention Centres (IDC)	means a centre or facility designated as such by the Department in which people are held in Immigration Detention.
Immigration Detention Facilities (IDF)	comprise Immigration Detention Centres (IDC), Immigration Residential Housing (IRH) , Immigration Transit Accommodation (ITA) and Alternative Places of Detention.
Immigration Residential Housing (IRH)	means a form of Alternative Place of Detention.
Immigration Transit Accommodation (ITA)	means a form of Alternative Place of Detention.
Implementation and Outcomes Report	means the annual Implementation and Outcomes Report required to be provided in accordance with the requirements stipulated in the Indigenous Opportunities Policy Guidelines.
Implementation Fee	means a fee paid to the SRSS Provider on completion of Contract Transition In (the Effective Date) following the receipt of a correctly rendered Tax Invoice and subject to Attachment B.
Incident	includes any Critical Incident, Major Incident, Minor Incident and any Notifiable Incident.
Independent Accommodation	means accommodation funded and maintained by the SRSS Recipient.
Independent Observer	means the SRSS Provider Personnel who provide Independent Observer Services.

TERM	DEFINITION
Independent Observer Services	means the Services described as such in the Schedule of Services designed to support the wellbeing of eligible SRSS Recipients (Unaccompanied Minors and other SRSS Recipients as determined by the Department) while they undergo formal interviews.
Individual Management Plan	means a Case Plan managed by the Detention Service Provider.
Initial Payment	means the initial allowance an SRSS Provider provides to an SRSS Recipient in Bands 2 - 4 on exit from a Detention Facility.
Initial Term	means the initial period of time for which the Contract is intended to continue, as specified in Item 5 of the Contract Details.
Insolvency Event	<p>in respect of a Party, means the occurrence of:</p> <ul style="list-style-type: none"> (a) a meeting of that Party's creditors being held or called; (b) the appointment of a liquidator, provisional liquidator or administrator to that Party; (c) the appointment of a controller (as defined in section 9 of the <i>Corporations Act 2001</i> (Cth)) or analogous person appointed to that Party or any of its property; (d) that Party failing to comply, under paragraph 459F(1) of the <i>Corporations Act 2001</i> (Cth), with a statutory demand; (e) that Party being unable to pay its debts as they fall due or otherwise becoming insolvent; (f) that Party ceasing to exist, for whatever reason, or otherwise becoming incapable of managing its own affairs for any reason; (g) that Party taking any step that could result in that Party becoming insolvent under administration (as defined in section 9 of the <i>Corporations Act 2001</i>

TERM	DEFINITION
	<p>(Cth));</p> <p>(h) any action being commenced to bankrupt or wind-up the affairs of that Party; or</p> <p>(i) that Party entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.</p>
Intellectual Property or Intellectual Property Rights (IPR)	<p>means all intellectual property rights, including but not limited to the following rights:</p> <p>(a) patents, copyright, rights in circuit layouts, registered designs, trademarks (including goodwill in those marks), know how, trade secrets, domain names and any right to have confidential information kept confidential;</p> <p>(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and</p> <p>(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered.</p>
Indigenous Training, Employment and Supplier Plan (ITES Plan)	<p>means the plan of that name required to be maintained and implemented in accordance with the Indigenous Opportunities Policy.</p>
ICT Security Instructions	<p>means the Department's ICT security instructions.</p>
Law	<p>means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as applicable from time to time.</p>
Lead Member	<p>means the entity responsible as the SRSS Provider's agent and general representative as referred to and appointed in</p>

TERM	DEFINITION
	accordance with clause 26 of the Contract.
Liability	means any liability (whether actual, contingent or prospective), including for any Loss, irrespective of when the acts, events, circumstances or things giving rise to the liability occurred or existed.
Living Allowance	means the financial assistance provided to an SRSS Recipient by the Commonwealth to assist that SRSS Recipient to meet their day to day cost of living.
Loss	<p>means:</p> <ul style="list-style-type: none"> (a) all losses, liabilities, damages, fines, costs, interest, fees and expenses, including: <ul style="list-style-type: none"> (i) legal costs and expenses on a solicitor/own client basis, disbursements, costs of investigation, litigation, settlement, judgment interest and penalties; (ii) the value of internal management and staff time assessed according to overhead costs with no profit margin, even if the affected Personnel would not have been engaged in profitable work; (iii) the cost of taking reasonable, preventative, protective remedial or mitigatory action; and (iv) the cost of obtaining any replacement products or services to rectify, remedy or mitigate the damage caused by the relevant event; and (b) any amount paid by the Department for any breach of the privacy of an individual, being a reasonable amount as compensation for loss or damage for which the Department would have been liable under the <i>Privacy Act 1988</i> (Cth) if such a breach had been that of the Department.
Major Incident	means an Incident determined to be major by the Department, as outlined in the relevant departmental Incident

TERM	DEFINITION
	reporting protocol.
Material	includes documents, equipment, software, goods, computer file, design, know-how, information and data stored by any means, and the subject matter of any category of Intellectual Property Right.
Minister	means the Minister for Immigration and Border Protection.
Minor	means a person: <ul style="list-style-type: none"> (a) who is under the age of 18; or (b) whom the Department treats as under the age of 18 in the absence of documentary evidence confirming that person's age.
Minor Incident	means an Incident determined to be minor by the Department, as outlined in the relevant departmental Incident reporting protocol.
Mobile Computing Device	includes but is not limited to: <ul style="list-style-type: none"> (a) tablet computers; (b) personal digital assistants (PDA); and (c) smartphones.
Mobile Computing Policy	means the mobile computing policy the SRSS Provider must develop and implement in accordance with the Schedule of Services and SRSS Operational Procedures Manual.
Moral Rights	has the meaning given in the <i>Copyright Act 1968</i> (Cth).
NAATI (National Accreditation Authority for Translators and Interpreters)	means the specified accreditation relating to translators and interpreters.

TERM	DEFINITION
National Police Check	Means, for the purposes of this contract, the police check SRSS Provider Personnel must undergo before performing Services, as described in the Schedule of Services. National Police Checks are also required for Community Links proposed to care for Unaccompanied Minors.
Notice	<p>means a notice, demand, consent, approval or communication issued under the Contract that:</p> <p>(a) is sent in accordance with clause 65 of the Contract; and</p> <p>(b) if the context requires, is sent in accordance with the Schedule of Services and SRSS Operational Procedures Manual.</p> <p>Notify, Notified and Notification have a corresponding meaning.</p> <p>In the CCMDS Portal, Notification refers to tasks that do not require approval from the department. These include the following task types which are implemented in the SRSS solution (Confirmation, Payment Confirmation, Interview, Assessment, Essential Registration, Escalation, Document, Note).</p>
Notifiable Incident	means an incident that is Notifiable to the WHS Regulator under the <i>Work Health and Safety Act 2011</i> (Cth).
Obligation	means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or Liability, present or future.
Official Order	means an official order for Extra Services as set out in clause 16 of the Contract.

TERM	DEFINITION
Orientation Services	means assistance provided to SRSS Recipients to support them understand and be able to navigate the environment they are in (life in the APOD or the Australian community), and their rights and responsibilities in the SRSS Programme.
Other Providers	means any other entity, including contractors, consultants, service providers or other person/s engaged by the Department to assist with the development or implementation of the SRSS Programme or related programmes (including other SRSS providers and other relevant service providers).
Parent	has the same meaning as it has in the IGOC Act.
Party or Parties	means either or both the Department and the SRSS Provider as the context requires.
Performance Measures	means the service standards, key performance indicators or any other measures (if any) of the SRSS Provider's performance under the Contract, as set out or described in the Schedule of Services, the service standards and the key performance indicators.
Personal Information	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
Personnel	means a Party's officers, employees, volunteers, bailees, agents, Subcontractors (but, in the case of the Department's Personnel, not including the SRSS Provider), staff or professional advisers engaged in, or in relation to, the performance or management of the Contract, and includes Specified Personnel.
Policy Advice Manual	means the document that contains the policy settings for the SRSS Programme.

TERM	DEFINITION
Preliminary Assessment	means an initial evaluation performed by the SRSS Provider in accordance with the Schedule of Services to determine whether a person is likely to be eligible for Band 6 Services.
Preliminary Assessment Checklist	means the checklist to determine if the person is likely to be eligible for Band 6 support. The SRSS Provider must use the checklist when performing a Preliminary Assessment of an SRSS Recipient in accordance with the Schedule of Services and the SRSS Operational Procedures Manual.
Proportionate Liability Law	means each of the following: <ul style="list-style-type: none"> (a) the <i>Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001</i> (SA) (b) the <i>Civil Liability Act 2002</i> (NSW) (c) the <i>Civil Liability Act 2003</i> (Qld) (d) the <i>Civil Liability Act 2002</i> (WA) (e) the <i>Wrongs Act 1958</i> (Vic) (f) the <i>Civil Law (Wrongs) Act 2002</i> (ACT) (g) the <i>Civil Liability Act 2002</i> (Tas), and (h) the <i>Proportionate Liability Act 2005</i> (NT).
Protection Visa	is a form of permanent Visa issued to people who met the eligibility criteria to be recognised as refugees.
Protective Security Instructions	means the Department's protective security instructions.
Provided Accommodation	means accommodation which required to be provided by the SRSS Provider in accordance with the Contract. It is paid by the SRSS Provider. Band 2, 3 and 5 Provided Accommodation costs will be reimbursed by the Department in accordance with Attachment B (Contract Charges and Expenses).
Recipient Management Fee	means the fee payable to the SRSS Provider calculated per SRSS Recipient per day for each day the SRSS Provider provides Services to an SRSS Recipient.

TERM	DEFINITION
Rent in Advance Loan	a loan provided to the SRSS Recipient by the SRSS Provider on approval from the Department to assist the SRSS Recipient with rent.
Rental Bond	a security deposit a tenant pays at the start of a tenancy.
Rental Bond Loan	means a loan provided to the SRSS Recipient by the SRSS Provider on approval from the Department to assist with bond.
Request	means a task that requires approval from the Department before goods or services are rendered to the individual.
Request for Tender or RFT	means Request For Tender No. DIAC RFT 11-13 issued by the Department on 31 May 2013.
Residence Determination	means a determination by the Minister under section 197AB of the <i>Migration Act 1958</i> (Cth) that a person can reside at a specified place in the community instead of Held Detention. Sometimes referred to as 'Community Detention'. SRSS Recipients subject to a Residence Determination are free to move about the community but are legally detained.
Social and Community Services (SACS) employee	means persons employed under the Social, Community, Home Care and Disability Services Industry Award 2010 (SACS award) which applies to employers in the crisis assistance and supported housing sector, the social and community services sector, the home care sector and the family day care sectors. (www.fairwork.gov.au)
Schedule of Services	means Attachment A of this Contract which sets out the Services required to be provided by the SRSS Provider in conjunction with the SRSS Operational Procedures Manual.
School Days	means Monday to Friday inclusive, with the exception of public and school holidays.

TERM	DEFINITION
Schooling Requirement Package	means a package provided to eligible school aged children as described in the SRSS Operational Procedures Manual. It may include school uniforms, books, stationary and school bags.
Security Framework	means the Department's security framework.
Specified Personnel	means the personnel specified in Item 8 of the Contract Details.
SRSS Operational Procedures Manual (OPM)	means the document developed and updated by the Department which provides guidance and detailed procedures to assist SRSS Providers with the delivery of the SRSS Programme. The guidance and procedures must be followed by the SRSS Provider.
SRSS Provider	means the entity contracted by the Department to deliver the Services as described in Item 1 of the Contract Details, and includes its Personnel.
SRSS Recipient	means a person in receipt of Status Resolution Support Services. The Department determines eligibility for Status Resolution Support Services.
SRSS Recipient Service Fee	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
Status Resolution	means determining and finalising an individual's immigration standing.
Status Resolution Support Services (SRSS) or Services	means the Services, Goods, Documentation, Contract Material and other Deliverables that the Department requires from the SRSS Provider, as described in the Contract including the Schedule of Services and the SRSS Operational Procedures Manual.

TERM	DEFINITION
Status Resolution Support Services programme (SRSS Programme)	means the programme of that name (or such replacement programme) managed by the Department under which the Services are provided.
Subcontract	means the contractual or other arrangements with a Subcontractor.
Subcontractor	means a person to whom a person has subcontracted the performance of any part of the Contract in accordance with clause 29 of the Contract, including those person(s) specified at Item 9 of the Contract Details.
Substantive Visa	any Visa other than a Bridging Visa, criminal justice Visa or enforcement Visa.
Supported Accommodation	means Provided Accommodation for SRSS Recipients in Band 2. It includes Carer support, access to a vehicle and paid utilities and groceries as outlined in the Schedule of Services and detailed in the SRSS Operational Procedures Manual.
Support Recommendation	means the recommendation made by an SRSS Provider regarding an SRSS Recipient (or Case) for ongoing support.
Temporary Visa	means a Visa which grants permission to temporarily remain in Australia.
Tender	means the Tender submitted by the SRSS Provider in response to the RFT.
Term	means the Initial Term plus any extension in accordance with clause 4.1 of the Contract.
Third Party Interest	means any legal or equitable right, interest, power or remedy in favour of any person other than the Commonwealth or the SRSS Provider in connection with the Contract, including, without limitation, any right of possession, receivership,

TERM	DEFINITION
	control or power of sale, and any mortgage, charge, security or other interest.
Third Party Material	means Material in which a third party holds Intellectual Property Rights, and includes any Material specified as such in Attachment E (Material).
Transition-Out Services (SRSS Recipient)	means the Services described as such in the Schedule of Services and the SRSS Operational Procedures Manual, including; <ul style="list-style-type: none"> a) developing, submitting and complying with the Contract Transition Out Plan (Bands 2 - 5); b) assisting an SRSS Recipient to exit a property; c) referring SRSS Recipients to other service providers; d) assisting with Essential Registration; and e) other Services.
Transitional Accommodation	means Provided Accommodation for SRSS Recipients in Band 4. It is available for up to six weeks, with longer periods only where approved by the Department.
Transitional Support	means the short term period of time that Band 4 SRSS Recipients are entitled to receive Services through the SRSS Programme.
Trigger Event	means an event that triggers the ability of the Department to step-in in accordance with clause 56 of the Contract.
Unaccompanied Minor (UAM)	means a Minor whom the Department deems to be unaccompanied for the purpose of this Contract.
Visa	has the same meaning that it has in the <i>Migration Act 1958</i> (Cth).

TERM	DEFINITION
WHS Law	means all statutes, regulations, statutory instruments, subordinate legislation, codes of practice and standards (including those of the Commonwealth of Australia and of the location where the Services are being delivered) dealing with or relevant to health and safety in workplaces and of workers and others who may be affected by the carrying out of work and includes any approvals, permits, licences, directions or requirements of an authority exercising regulatory powers in respect of such matters.

ATTACHMENT M (OFFICIAL ORDER)

ORDER FOR EXTRA SERVICES

This Order is issued by:

the **Commonwealth of Australia**

represented by the Department of Immigration and Border Protection (ABN 33 380 054 835)
of 6 Chan Street, Belconnen, ACT 2617 (**DIBP**)

to

[Name of SRSS Provider] ABN [insert] ACN [insert]
of [SRSS Provider's Address] (**SRSS Provider**)

under the Contract for the provision of Status Resolution Support Services dated [insert date].
In accordance with Clause 16 of Part 2 of the Contract, the terms and conditions of the
Contract apply to the Extra Services (subject to any specific provisions set out below):

1	Commencement Date of Extra Services	[the date of this Order, or insert alternative date]
2	Charges and Expenses	[\$[insert] including GST]
3	End Date of Extra Services	[insert date for completion of any Extra Services]
4	Extra Services Ordered	[insert, to the extent applicable, description of work in the nature of the Extra Services]
5	Specific standards and guidelines	[insert any relevant standards and guidelines which the SRSS Provider must comply with in the provision of the Extra Services]

The terms and conditions of the Contract apply to these Extra Services are

SIGNED for and on behalf of the Commonwealth
of Australia as represented by the Department of
Immigration and Border Protection by:

Name

Date

Signature



Australian Government
Department of Immigration
and Border Protection

DEED OF VARIATION No. 1

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

AUSTRALIAN RED CROSS SOCIETY
ABN 50 169 561 394

Released by DIBP under the
Freedom of Information Act 1982

DEED OF VARIATION**BETWEEN**

COMMONWEALTH OF AUSTRALIA (the "Commonwealth") represented by the Department of Immigration and Border Protection, of 6 Chan St., Belconnen, ACT 2617 (the "Department")

and

AUSTRALIAN RED CROSS SOCIETY ABN 50 169 561 394 of 155 Pelham Street, Carlton, Victoria, 3053 (SRSS Provider)

RECITALS:

- (a) The Parties entered into a contract dated 29 August 2014 (the "Contract") for Status Resolution Support Services.
- (b) The Parties have agreed to certain variations to the rights and obligations contained in the Contract.
- (c) The Parties wish to formally record those variations in the form of this Deed of Variation (No. 1) (the "Deed").

IT IS AGREED:

- 1. This Deed:
 - (a) is interpreted and adopts the definitions as specified in the Contract;
 - (b) is a part of the entire agreement between the parties in relation to the subject matter of the Contract; and
 - (c) commences on the day and year this Deed is signed by the Department.

2. This Deed makes the following variations to the Contract:

- (a) In clause 72.1 of Part 2 – Contract Terms and Conditions, Insert the following words at the beginning of the clause: “Subject to clause 11 (Compliance with Tendered Representations) of this Part 2”
- (b) In clause 72.1 delete the words “Effective Date” and replace with the words “Commencement Date”.
- (c) In clause 7.3.4 of Attachment A (Schedule of Services):
 - (i) delete the words “(up to six weeks)”;
 - (ii) insert the words “(up to 12 weeks of support for families with children aged 10 and under and up to six weeks of support for all others)” after the words “in the Australian community”.
- (d) In clause 10.1.3 of Attachment A (Schedule of Services):
 - (i) delete the words “(up to six weeks)”;
 - (ii) insert the words “(for up to 12 weeks for families with children aged 10 and under and up to six weeks for all other Band 4 Recipients)” after the words “by the Department”.
- (e) In clause 10.1.4 of Attachment A (Schedule of Services):
 - (i) delete the words “(up to two weeks)”;
 - (ii) insert the words “(short term in accordance with the Operational Procedures Manual)” after the words “Emergency Accommodation”.
- (f) In clause 10.27 of Attachment A (Schedule of Services):
 - (i) delete clause 10.27 of Attachment A (Schedule of Services) in its entirety; and insert a new clause 10.27 of Attachment A (Schedule of Services) as follows:

“Provided Accommodation for Band 4 (Transitional Accommodation) and Band 5 (Emergency Accommodation) SRSS Recipients must be of a reasonable standard and appropriate to the needs of those SRSS Recipients. For families with children aged 10 and under, boarding houses, hostels and backpackers are not considered appropriate. For all other Band 4 SRSS Recipients, this accommodation may include boarding houses, hostels or backpackers.”
- (g) In clause 10.29 of Attachment A (Schedule of Services):
 - (i) delete the words “Transitional and” after the words “The cost of”; and
 - (ii) insert the words “The cost of Transitional Accommodation is incorporated into the Band 4 Recipient Management Fee and will not be reimbursed by the Department.” to the end of the clause.
- (h) In clause 18.41 of Attachment A (Schedule of Services):
 - (i) insert the words “(or 12 week period for families with children aged 10 and under, which is up to 60 Business Days)” after the words “of eligibility for Band 4”;

- (ii) delete the words "There is no transition period beyond the six week period of eligibility."; and
- (iii) insert the words "There is no transition period beyond the six or 12 week period of eligibility (as relevant) unless an extension of Band 4 support is approved in writing by the Department." to the end of the clause.
- (i) In clause 18.42 of Attachment A (Schedule of Services):
 - (i) insert the words "(or from Band 6 to Band 5)" after the words "from Band 5 to Band 6".
- (j) In clause 20.5.5.6 of Attachment A (Schedule of Services):
 - (i) insert the words "and Band 3" after the words "for Band 2".
- (k) In clause 21.16 of Attachment A (Schedule of Services):
 - (i) insert the words "and Band 5" to the heading "Support Recommendation – Band 4"; and
 - (ii) insert the words "Families with children aged 10 and under will automatically transition to Band 5 once they have secured independent accommodation (and within their 12 week period of eligibility in Band 4)." to the end of clause 21.16.
- (l) In clause 21.17 of Attachment A (Schedule of Services):
 - (i) insert a new Clause 21.17 as follows:

"21.17 For families with children aged 10 and under, the SRSS Provider must submit a Support Recommendation to the Department no later than 10 Business Days before an SRSS Recipient is due to exit Band 5. Except in exceptional circumstances, families with children aged 10 and under will be expected to transition to Band 6 within the 12 week period of eligibility."
- (m) In clause 23.30 of Attachment A (Schedule of Services):
 - (i) delete the words "Band 3" and replace with the words "Bands 3-6"; and
 - (ii) insert the words "where permitted under the Operational Procedures Manual" after the words "attend appointments or ESL Classes".
- (n) In clause 30.4 of Attachment A (Schedule of Services):
 - (i) insert the word "verbally" after the words "The SRSS Provider must",
 - (ii) insert the words "Detention Service Provider" after the words "Critical Incidents to the",
 - (iii) delete the words "Department by telephone",
 - (iv) delete the words "follow with an email" and replace with the words "submit a written"
- (o) In clause 30.5 of Attachment A (Schedule of Services):
 - (i) insert the word "verbally" after the words "The SRSS Provider must",
 - (ii) delete the words "Department and the" ,
 - (iii) delete the words "by telephone".

(p) In clause 30.6 of Attachment A (Schedule of Services):

- (i) insert the words "Department and the" before the words Detention Service Provider".

(q) In clause 33.14 of Attachment A (Schedule of Services):

- (i) delete the words "as detailed in paragraphs 32.14 to 32.18."

(r) In Annex 1 - Performance Measures, Service Standards, Accommodation Services, Independent Accommodation:

- (i) Insert the words "or 12" to the Deliverable entitled "Independent Accommodation" after the words "within the six" in the Service Standards.

(s) In Attachment B (Contract Charges and Expenses):

- (i) delete the word "equal" from clause 7.2 before the words "monthly instalments",
- (ii) delete clause 7.3 in its entirety, and replace with the words "7.3 Not Used";
- (iii) delete clause 7.4 in its entirety and replace with the words "7.4 Not Used"; and
- (iv) delete clause 7.7 in its entirety and replace with the following new clause 7.7:

"7.7 Subject to the SRSS Provider otherwise meeting the requirements of the Contract, payment will be monthly, in arrears, in the following manner:

7.7.1 The Band 1 portion of the Corporate Overhead Fee will be payable from 1 December 2014 until the Effective Date; and

7.7.2 The entire Corporate Overhead Fee will be payable from the Effective Date. Once the Effective Date is reached, the SRSS Provider will receive the entire Corporate Overhead for the month in which the Effective Date is reached. However, the Department will not pay the Band 1 portion of the Corporate Overhead Fee for the month in which the Effective Date is reached, as the Band 1 portion is already included in the overall Corporate Overhead Fee."

- (v) after the heading "9. Corporate Overhead Fee (Year 1)", insert a new heading and table as follows:

Band 1 portion of the Corporate Overhead Fee (payable from 1 December 2014 until the Effective Date)

Description	Fee per month (Excl. GST)	GST	Fee per month (Inc. GST)
Band 1 Corporate Overhead Fee	s. 47G(1)(a)		

3. In all other respects the terms and conditions of the Contract remain unaltered.

Executed as a Deed

Executed by the **Commonwealth of Australia**
represented by the **Department of**
Immigration and Border Protection by
its duly authorised delegate:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

s. 22(1)(a)(ii)

Signature of delegate |

KATE POPE

Name of delegate (print)

FAS, CPCD

Position of delegate (print)

13 | 1 | 2015

Date

Executed as a Deed by Australian
Red Cross Society, ABN 50 169 561
394 acting by the
following persons or, if the seal is
affixed, witnessed by the following
persons in accordance with s127 of
s. 47F(1)

s. 47F(1)

Name of Authorised Representative
(print)

s. 47F(1)

s. 47F(1)

Released by DIBP under the
Freedom of Information Act 1982



Australian Government

**Department of Immigration
and Border Protection**

DEED OF VARIATION No. 2

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

**AUSTRALIAN RED CROSS SOCIETY
ABN 50 169 561 394**

Released by DIBP under the
Freedom of Information Act 1982

DEED OF VARIATION

BETWEEN

COMMONWEALTH OF AUSTRALIA (the “Commonwealth”) represented by the Department of Immigration and Border Protection ABN 33 380 054 835, of 6 Chan St., Belconnen, ACT 2617 (the “Department”)

and

AUSTRALIAN RED CROSS SOCIETY ABN 50 169 561 394 of 155 Pelham Street, Carlton, Victoria, 3053 (the “SRSS Provider”)

RECITALS:

- (a) The Parties entered into a contract dated 29 August 2014 (the “Contract”) for the provision of Status Resolution Support Services (SRSS).
- (b) The Parties agreed to certain variations to the rights and obligations contained in the Contract by Deed of Variation (No.1), dated 13 January 2015.
- (c) The Parties have agreed to further variations to the rights and obligations contained in the Contract.
- (d) The Parties wish to formally record those variations in the form of this Deed of Variation (No. 2) (the “Deed”).

IT IS AGREED:

1. This Deed:
 - (a) is interpreted and adopts the definitions as specified in the Contract;
 - (b) is a part of the entire agreement between the parties in relation to the subject matter of the Contract; and
 - (c) commences on the day and year this Deed is signed by the Department.

2. This Deed makes the following variations to the Contract:

- (a) Delete clause 23.22 of Attachment A (Schedule of Services) in its entirety and insert a new clause 23.22 of Attachment A (Schedule of Services) as follows:

“23.22 The SRSS Provider must refer individuals who wish to undertake an ESL course to the Department and obtain the Department’s approval prior to enrolling any individual in an ESL course.”

- (b) Delete clause 23.23 of Attachment A (Schedule of Services) in its entirety and insert a new clause 23.23 of Attachment A (Schedule of Services) as follows:

“23.23 The referral must be made using the template set out in the SRSS Operational Procedures Manual.”

- (c) Delete clause 23.24 of Attachment A (Schedule of Services) in its entirety and insert a new clause 23.24 of Attachment A (Schedule of Services) as follows:

“23.24 For each individual approved by the Department to attend an ESL course, the SRSS Provider must:

23.24.1 enrol the individual in the approved ESL course;

23.24.2 provide the Department with proof of completion of the ESL course or evidence of notification to the Department of the participant’s withdrawal from the course;

23.24.3 pay the ESL course invoice directly and charge back the cost to the Department.”

- (d) After new clause 23.24 of Attachment A (Schedule of Services), insert the following new clauses:

“23.24A The SRSS Provider must provide a correctly rendered invoice in accordance with clause 34.1 of the Contract.

23.24B All clauses in the Contract relating to GST apply to this service.

23.24C Payment terms are as per clause 32.2 of the Contract.

23.24D The SRSS Provider must provide additional information relating to the programme and participants, as requested in writing by the Department, within ten (10) business days of this request being made.”

4. In all other respects the terms and conditions of the Contract remain unaltered.

Executed as a Deed

Executed by the **Commonwealth of Australia**
represented by the **Department of**
Immigration and Border Protection by
its duly authorised delegate:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Signature of delegate

s. 22(1)(a)(ii)

Name of witness (print)

CHEMEL-ANNE MOY

Name of delegate (print)

PAS D.I.B.P.

Position of delegate (print)

30 / 6 / 15
Date

**Executed as a Deed by [insert name
of Service Provider] ([insert
Service Provider ABN]) acting by
the following persons or, if the seal is
affixed, witnessed by the following
persons in accordance with s127 of
the *Corporations Act 2001*:**

Signature of Director

Signature of Director/Company
Secretary

Name of Director (print)

Name of Director/Company Secretary
(print)

Date

EXECUTED as a Deed

SIGNED on behalf of the **AUSTRALIAN RED CROSS SOCIETY**
in accordance with its Rules:

s. 47F(1)

[Redacted signature]

s. 47F(1)

[Redacted signature]

Full Name of Authorised Representative

s. 47F(1)

[Redacted signature]

Authorised Representative

s. 47F(1)

[Redacted signature]

Full Name of Authorised Representative