

- 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](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
<b>Transition In (SRSS recipient)</b>		
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.
<b>Accommodation Services</b>		
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.
<b>Case Coordination Services</b>		
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>
<b>Transition Out (SRSS recipient)</b>		
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**

s. 47G(1)(a)

### **4. PAYMENT TERMS**

s. 47G(1)(a)

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

**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**

s. 47G(1)(a)

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

# s. 47G(1)(a)

Released by Department of Home Affairs  
under the *Freedom of Information Act 1982*

s. 47G(1)(a)

Released by Department of Home Affairs  
under the *Freedom of Information Act 1982*



# s. 47G(1)(a)

Released by Department of Home Affairs  
under the *Freedom of Information Act 1982*

# s. 47G(1)(a)

Released by Department of Home Affairs  
under the *Freedom of Information Act 1982*

s. 47G(1)(a)

Released by Department of Home Affairs  
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**

<b>Commonwealth Material to be made available</b>	<b>When Commonwealth Material is to be made available</b>	<b>Form in which Commonwealth Material is to be made available</b>	<b>Any conditions or restrictions in relation to that Commonwealth Material</b>
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.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

**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.*

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

**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

 Released by Department of Home Affairs  
under the Freedom of Information Act 1982

- 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 jurisdictionwithin 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);

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

- 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:

<b>Table 1</b>		
<b>Jurisdiction</b>	<b>Legislation</b>	<b>Type of program</b>
<b>ACT</b>	<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

Released by Department of Home Affairs  
under the Freedom of Information Act 1982



	<i>Act 2011 (ACT)</i>	purposes.
<b>NSW</b>	<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.
<b>NT</b>	<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.
<b>QLD</b>	<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.
<b>SA</b>	<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.
<b>TAS</b>	<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.

<b>VIC</b>	<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.
<b>WA</b>	<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:

<b>Table 2</b>	
<b>Government Policy</b>	<b>Publishing Agency</b>
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.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

- (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

Released by Department of Home Affairs  
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.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

**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:

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

.....  
Signature of delegate (print)

.....  
Name of delegate (print)

.....  
Date

**Executed as a deed** by the Recipient:

.....  
Signature of Recipient

.....  
Name of Recipient (print)

.....  
Date

.....  
Signature of witness

.....  
Name of witness

.....  
Date

In the presence of:

.....  
Signature of witness

.....  
Name of witness (print)

.....  
Date

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

**ATTACHMENT L (GLOSSARY)**

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

TERM	DEFINITION
<b>Accommodation Suitability Assessment</b>	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.
<b>Accompanied Minors</b>	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.
<b>Alternative Places of Detention (APODs)</b>	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.
<b>APS Values</b>	means the Australian Public Service Values, available at <a href="http://www.apsc.gov.au">www.apsc.gov.au</a> .
<b>Asset</b>	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).

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

TERM	DEFINITION
<b>Assets and Property Register</b>	means the register described as such in the Schedule of Services.
<b>Assisted Voluntary Return (AVR) or Assisted Voluntary Return Programme</b>	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.
<b>Auxiliary Material</b>	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.
<b>Baby Package</b>	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.
<b>Band</b>	means one of the six categories of SRSS Recipient groups determined by the Department which determine the SRSS Recipient's eligibility for Services.
<b>Band 6 Application</b>	is an application from a person residing in the community to be considered for Band 6 support through the SRSS Programme.



TERM	DEFINITION
<b>Basic Household Goods (BHG)</b>	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.
<b>Basic Starter Package</b>	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.
<b>Bridging Visa</b>	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.
<b>Business Day</b>	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.
<b>Carer</b>	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.
<b>Case</b>	a Case is either a single SRSS Recipient or family group as identified by the Department.

 Released by Department of Home Affairs  
under the Freedom of Information Act 1982

TERM	DEFINITION
<b>Case Coordination</b>	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.
<b>Case Manager</b>	means an officer of the Department who engages with SRSS Recipients to overcome barriers to resolving their immigration status.
<b>Case Plan</b>	means a detailed report which outlines a strategy to support a Case – an SRSS Recipient or family group.
<b>Case Plan Review</b>	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.
<b>Case Plan Update</b>	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.
<b>Case Worker</b>	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.
<b>Code of Behaviour</b>	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.
<b>Code of Conduct</b>	means the Australian Public Service Code of Conduct, available at <a href="http://www.apsc.gov.au">www.apsc.gov.au</a> .



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

TERM	DEFINITION
	Attachment E (Material) of the Contract) or which is copied or derived from that Material.
<b>Commonwealth Procurement Rules (CPRs)</b>	means the Commonwealth Procurement Rules issued by the Department of Finance or such replacements rules as issued by the Commonwealth.
<b>Community Link</b>	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.
<b>Community Link Check</b>	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.
<b>Compliance, Case Management, Detention and Settlement (CCMDS) Portal</b>	means a departmental information technology system used to manage SRSS Recipients and others engaged with the Department.
<b>Confidential Information</b>	<p>in relation to a Party, means information that is:</p> <ul style="list-style-type: none"> <li>(a) in the case of the Commonwealth's Confidential Information, by its nature capable of being protected in law or equity as confidential;</li> <li>(b) designated by a Party as confidential in Attachment C (Confidential Information) of the Contract; or</li> <li>(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;</li> </ul> <p>but does not include information:</p> <ul style="list-style-type: none"> <li>(d) which is or becomes public knowledge other than</li> </ul>

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>
<b>Contract</b>	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.
<b>Contract Charges</b>	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.
<b>Contract Details</b>	means the details applying to the Contract as set out in Part 1 of the Contract.
<b>Contract Material</b>	<p>means all Material:</p> <ul style="list-style-type: none"> <li>(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 ;</li> <li>(b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or</li> <li>(c) copied or derived from Material referred to in paragraphs (a) or (b), and</li> </ul> <p>includes any modifications to that Material made in accordance with the Contract.</p>
<b>Contract Rebates</b>	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.
<b>Contract Region</b>	is the area in which the SRSS Provider must perform the Services, as specified in the Contract Details.
<b>Contract Terms and Conditions</b>	means the terms and conditions in Part 2 of the Contract.
<b>Contract Transition In</b>	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.
<b>Contract Transition In Period</b>	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.
<b>Contract Transition In Plan</b>	means the plan described as such in the Schedule of Services.
<b>Contract Transition Out</b>	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.
<b>Contract Transition Out Period</b>	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.
<b>Contract Transition Out Plan</b>	means the plan described as such in the Schedule of Services.

TERM	DEFINITION
<b>Core Service Delivery Requirements</b>	means the Services described as such in the Schedule of Services, and includes:  (a) accommodation Services; and (b) Case Coordination Services.
<b>Corporate Overhead Fee</b>	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
<b>Critical Incident</b>	means an Incident determined to be critical by the Department, as outlined in the relevant departmental Incident reporting protocol.
<b>Custodian and Custodianship</b>	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.
<b>Deduction</b>	means a deduction from an SRSS Recipient's Living Allowance made by the Department of Human Services.
<b>Deliverables</b>	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.
<b>Department</b>	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.

Released by Department of Home Affairs  
under the Freedom of Information Act 1982

TERM	DEFINITION
<b>Detention Health Service Provider (DHSP)</b>	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.
<b>Detention Service Provider (DSP)</b>	means an organisation contracted by the Department to provide services at Immigration Detention Facilities.
<b>Direct Recipient Costs</b>	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.
<b>Documentation</b>	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).
<b>Duty of Care</b>	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.
<b>Effective Date</b>	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.
<b>Emergency Accommodation</b>	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.
<b>English as a Second Language (ESL) training</b>	means a programme which provides English language tuition to people from non-English speaking backgrounds.



TERM	DEFINITION
<b>Escalation</b>	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).
<b>Essential Registrations</b>	means assistance provided by the SRSS Provider to register for services, such as Medicare, consistent with the Schedule of Services.
<b>Excusable Event</b>	has the meaning given to that term in clause 47 of the Contract.
<b>Existing SRSS Provider Material</b>	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.
<b>Exit Checklist</b>	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.
<b>Expenses</b>	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).
<b>Extra Services</b>	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.
<b>Financial Hardship Assistance</b>	means assistance provided to eligible SRSS Recipients in an immediate financial crisis situation in accordance with the SRSS Operational Procedures Manual.
<b>Financial Undertaking</b>	means any financial undertaking required to be given by the SRSS Provider in accordance with the Contract.
<b>Fraud Control Plan</b>	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.
<b>Goods</b>	means any Goods required to be provided by the SRSS Provider to either the Department or an SRSS Recipient.
<b>Global Feedback Unit</b>	means the area of the Department which is responsible for SRSS Recipient feedback, compliments and complaints.
<b>Held Detention</b>	is where a person is physically held in an IDF.
<b>Humanitarian Settlement Services (HSS)</b>	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.
<b>IGOC Act</b>	means the <i>Immigration (Guardianship of Children) Act 1946</i> (Cth).
<b>Illegal Worker</b>	means a non-citizen who: <ul style="list-style-type: none"> <li>(a) does not hold a valid visa and who performs work in Australia; or</li> <li>(b) holds a valid visa and who performs work in Australia in breach of a visa condition that:               <ul style="list-style-type: none"> <li>(i) prohibits him or her from working in Australia; or</li> <li>(ii) restricts the work that he or she may perform in Australia.</li> </ul> </li> </ul> <p><b>Work</b> means any work, whether for reward or otherwise.</p>

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



TERM	DEFINITION
<b>Independent Observer Services</b>	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.
<b>Individual Management Plan</b>	means a Case Plan managed by the Detention Service Provider.
<b>Initial Payment</b>	means the initial allowance an SRSS Provider provides to an SRSS Recipient in Bands 2 - 4 on exit from a Detention Facility.
<b>Initial Term</b>	means the initial period of time for which the Contract is intended to continue, as specified in Item 5 of the Contract Details.
<b>Insolvency Event</b>	<p>in respect of a Party, means the occurrence of:</p> <ul style="list-style-type: none"> <li>(a) a meeting of that Party's creditors being held or called;</li> <li>(b) the appointment of a liquidator, provisional liquidator or administrator to that Party;</li> <li>(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;</li> <li>(d) that Party failing to comply, under paragraph 459F(1) of the <i>Corporations Act 2001</i> (Cth), with a statutory demand;</li> <li>(e) that Party being unable to pay its debts as they fall due or otherwise becoming insolvent;</li> <li>(f) that Party ceasing to exist, for whatever reason, or otherwise becoming incapable of managing its own affairs for any reason;</li> <li>(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>).</li> </ul>

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>
<b>Intellectual Property or Intellectual Property Rights (IPR)</b>	<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>
<b>Indigenous Training, Employment and Supplier Plan (ITES Plan)</b>	<p>means the plan of that name required to be maintained and implemented in accordance with the Indigenous Opportunities Policy.</p>
<b>ICT Security Instructions</b>	<p>means the Department's ICT security instructions.</p>
<b>Law</b>	<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>
<b>Lead Member</b>	<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.
<b>Liability</b>	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.
<b>Living Allowance</b>	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.
<b>Loss</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) all losses, liabilities, damages, fines, costs, interest, fees and expenses, including: <ul style="list-style-type: none"> <li>(i) legal costs and expenses on a solicitor/own client basis, disbursements, costs of investigation, litigation, settlement, judgment interest and penalties;</li> <li>(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;</li> <li>(iii) the cost of taking reasonable, preventative, protective remedial or mitigatory action; and</li> <li>(iv) the cost of obtaining any replacement products or services to rectify, remedy or mitigate the damage caused by the relevant event; and</li> </ul> </li> <li>(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.</li> </ul>
<b>Major Incident</b>	means an Incident determined to be major by the Department, as outlined in the relevant departmental Incident

Released by Department of Home Affairs under the Freedom of Information Act 1982



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



TERM	DEFINITION
<b>National Police Check</b>	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.
<b>Notice</b>	<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>
<b>Notifiable Incident</b>	means an incident that is Notifiable to the WHS Regulator under the <i>Work Health and Safety Act 2011</i> (Cth).
<b>Obligation</b>	means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or Liability, present or future.
<b>Official Order</b>	means an official order for Extra Services as set out in clause 16 of the Contract.

 Released by Department of Home Affairs  
under the Freedom of Information Act 1982

TERM	DEFINITION
<b>Orientation Services</b>	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.
<b>Other Providers</b>	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).
<b>Parent</b>	has the same meaning as it has in the IGOC Act.
<b>Party or Parties</b>	means either or both the Department and the SRSS Provider as the context requires.
<b>Performance Measures</b>	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.
<b>Personal Information</b>	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
<b>Personnel</b>	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.
<b>Policy Advice Manual</b>	means the document that contains the policy settings for the SRSS Programme.

TERM	DEFINITION
<b>Preliminary Assessment</b>	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.
<b>Preliminary Assessment Checklist</b>	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.
<b>Proportionate Liability Law</b>	means each of the following: <ul style="list-style-type: none"> <li>(a) the <i>Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001</i> (SA)</li> <li>(b) the <i>Civil Liability Act 2002</i> (NSW)</li> <li>(c) the <i>Civil Liability Act 2003</i> (Qld)</li> <li>(d) the <i>Civil Liability Act 2002</i> (WA)</li> <li>(e) the <i>Wrongs Act 1958</i> (Vic)</li> <li>(f) the <i>Civil Law (Wrongs) Act 2002</i> (ACT)</li> <li>(g) the <i>Civil Liability Act 2002</i> (Tas), and</li> <li>(h) the <i>Proportionate Liability Act 2005</i> (NT).</li> </ul>
<b>Protection Visa</b>	is a form of permanent Visa issued to people who met the eligibility criteria to be recognised as refugees.
<b>Protective Security Instructions</b>	means the Department's protective security instructions.
<b>Provided Accommodation</b>	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).
<b>Recipient Management Fee</b>	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
<b>Rent in Advance Loan</b>	a loan provided to the SRSS Recipient by the SRSS Provider on approval from the Department to assist the SRSS Recipient with rent.
<b>Rental Bond</b>	a security deposit a tenant pays at the start of a tenancy.
<b>Rental Bond Loan</b>	means a loan provided to the SRSS Recipient by the SRSS Provider on approval from the Department to assist with bond.
<b>Request</b>	means a task that requires approval from the Department before goods or services are rendered to the individual.
<b>Request for Tender or RFT</b>	means Request For Tender No. DIAC RFT 11-13 issued by the Department on 31 May 2013.
<b>Residence Determination</b>	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.
<b>Social and Community Services (SACS) employee</b>	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)
<b>Schedule of Services</b>	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.
<b>School Days</b>	means Monday to Friday inclusive, with the exception of public and school holidays.

TERM	DEFINITION
<b>Schooling Requirement Package</b>	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.
<b>Security Framework</b>	means the Department's security framework.
<b>Specified Personnel</b>	means the personnel specified in Item 8 of the Contract Details.
<b>SRSS Operational Procedures Manual (OPM)</b>	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.
<b>SRSS Provider</b>	means the entity contracted by the Department to deliver the Services as described in Item 1 of the Contract Details, and includes its Personnel.
<b>SRSS Recipient</b>	means a person in receipt of Status Resolution Support Services. The Department determines eligibility for Status Resolution Support Services.
<b>SRSS Recipient Service Fee</b>	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
<b>Status Resolution</b>	means determining and finalising an individual's immigration standing.
<b>Status Resolution Support Services (SRSS) or Services</b>	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
<b>Status Resolution Support Services programme (SRSS Programme)</b>	means the programme of that name (or such replacement programme) managed by the Department under which the Services are provided.
<b>Subcontract</b>	means the contractual or other arrangements with a Subcontractor.
<b>Subcontractor</b>	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.
<b>Substantive Visa</b>	any Visa other than a Bridging Visa, criminal justice Visa or enforcement Visa.
<b>Supported Accommodation</b>	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.
<b>Support Recommendation</b>	means the recommendation made by an SRSS Provider regarding an SRSS Recipient (or Case) for ongoing support.
<b>Temporary Visa</b>	means a Visa which grants permission to temporarily remain in Australia.
<b>Tender</b>	means the Tender submitted by the SRSS Provider in response to the RFT.
<b>Term</b>	means the Initial Term plus any extension in accordance with clause 4.1 of the Contract.
<b>Third Party Interest</b>	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.
<b>Third Party Material</b>	means Material in which a third party holds Intellectual Property Rights, and includes any Material specified as such in Attachment E (Material).
<b>Transition-Out Services (SRSS Recipient)</b>	means the Services described as such in the Schedule of Services and the SRSS Operational Procedures Manual, including; <ul style="list-style-type: none"> <li>a) developing, submitting and complying with the Contract Transition Out Plan (Bands 2 - 5);</li> <li>b) assisting an SRSS Recipient to exit a property;</li> <li>c) referring SRSS Recipients to other service providers;</li> <li>d) assisting with Essential Registration; and</li> <li>e) other Services.</li> </ul>
<b>Transitional Accommodation</b>	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.
<b>Transitional Support</b>	means the short term period of time that Band 4 SRSS Recipients are entitled to receive Services through the SRSS Programme.
<b>Trigger Event</b>	means an event that triggers the ability of the Department to step-in in accordance with clause 56 of the Contract.
<b>Unaccompanied Minor (UAM)</b>	means a Minor whom the Department deems to be unaccompanied for the purpose of this Contract.
<b>Visa</b>	has the same meaning that it has in the <i>Migration Act 1958</i> (Cth).



TERM	DEFINITION
<b>WHS Law</b>	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*

Released by Department of Home Affairs  
under the Freedom of Information Act 1982