



Australian Government

Department of Home Affairs

DEED OF VARIATION No. 1

BETWEEN

COMMONWEALTH OF AUSTRALIA

AND

LIFE WITHOUT BARRIERS

ABN 15 101 252 171

DEED OF VARIATION

This Deed is made on

Between

THE COMMONWEALTH OF AUSTRALIA, represented by the **Department of Home Affairs**, of 6 Chan St., Belconnen, ACT 2617 and ABN 33 380 054 835 (the **Department**)

and

LIFE WITHOUT BARRIERS, of 352 King Street, Newcastle, NSW 2300 and **ABN 15 101 252 171** (the **Contractor**)

RECITALS:

- (A) The Department and the Contractor entered into a contract dated 3 January 2023 for the provision of Status Resolution Support Services (the **Contract**).
- (B) The Department and the Contractor have agreed to vary the Contract in accordance with the provisions of this Deed of Variation (No. 1) (the **Deed**).

IT IS AGREED:

1. Defined terms and interpretation

- 1.1. This Deed is interpreted and adopts the definitions as specified in the Contract, except where the contrary intention is expressed.
- 1.2. Headings are for ease of reference only and do not affect interpretation.

2. Variation to the Contract

- 2.1. The Contract is varied with effect on and from 3 January 2023 as follows:

(a) The Contract is replaced in its entirety with the version set out at Annex A to this Deed.

- 2.2. Except as amended in clause 2.1 above, the terms and conditions of the Contract remain unaltered.

3. Miscellaneous

- 3.1. Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.
- 3.2. Each Party must pay its own costs in relation to negotiation, finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.
- 3.3. This Deed may be executed in counterparts. All executed counterparts constitute one document.
- 3.4. This Deed is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

EXECUTED as a Deed

Executed as a Deed by the **Commonwealth of Australia**
represented by the Department of
Home Affairs by

its duly authorised delegate in the presence of:

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

Signature of witness and date signed

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

Signature of delegate

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

Name of witness (print)

Belinda Gill

Name of delegate (print)

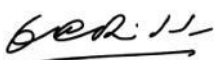
5 June 2023

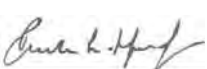
Date

Assistant Secretary Status Resolution Branch

Position of delegate (print)

Executed as a Deed by Life
Without Barriers in accordance with
 section 127 of the *Corporations Act*
2001 (Cth):


 Signature of Director


 Signature of ~~Director~~/Company Secretary
 (**Please delete as applicable**)

Gregory Ridder
 Name of Director (print)

Paula Head
 Name of Director/Company (print)

30 May 2023
 Date

ANNEXURE A



Australian Government
Department of Home Affairs

CONTRACT

for the provision of Status Resolution Support Services (SRSS)

between

COMMONWEALTH OF AUSTRALIA

as represented by the Department of Home Affairs

ABN 33 380 054 835

And

LIFE WITHOUT BARRIERS

ABN 15 101 252 171

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Department of Home Affairs
SRSS Contract with DoV1 and DoV2 variations

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

This Contract is made on the day of December 2023

PARTIES

The **Commonwealth of Australia (Commonwealth)** as represented by the **Department of Home Affairs (the Department)** ABN 33 380 054 835 of 6 Chan Street BELCONNEN ACT 2617.

and

Life Without Barriers ABN 15 101 252 171 of 352 King Street, Newcastle NSW 2300 (**SRSS Provider**)

RECITALS

- (A) The Department requires the provision of Status Resolution Support Services (**SRSS**) (the **Services**).
- (B) The Department requires the SRSS Provider to provide the Services using an integrated service delivery model to eligible SRSS Recipients during their immigration status resolution process by:
 - (a) delivering and coordinating accommodation, care and other support services to SRSS Recipients using a needs and risk based approach;
 - (b) coordinating with other entities involved in the delivery of the SRSS program; and
 - (c) providing the Services in a flexible manner so as to meet dynamic and changing policy requirements and unpredictable SRSS Recipient caseloads and future needs on a geographical basis.
- (C) The Department issued Request for Tender No. **HOMEAFFAIRS/2071/RFT** on 17 December 2021 (**RFT**) for the Services.
- (D) The SRSS Provider submitted a Tender in response to the RFT (**Tender**).
- (E) The SRSS Provider has fully informed itself on all aspects of the work required to be performed and has offered to provide the Services in the manner set out in this Contract, which includes compliance with the SRSS Program Procedural Instruction.
- (F) The Department evaluated the Tender and in reliance on the representations made in the Tender and subsequent negotiations with the SRSS Provider, and the Department has agreed to accept the SRSS Provider's offer to provide the Services upon the terms and conditions contained in this Contract.

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OPERATIVE PROVISIONS

THE PARTIES AGREE as follows:

This Contract consists of:

- 1.1 the Contract Details in **PART 1**;
- 1.2 the Contract Terms and Conditions in **PART 2**; and
- 1.3 the following Attachments:
 - 1.3.1 Attachment A (Statement of Requirements);
 - 1.3.2 Attachment B (Contract Charges and Expenses);
 - 1.3.3 Attachment C (Confidential Information);
 - 1.3.4 Attachment D (Contract Change Process);
 - 1.3.5 Attachment E (Material);
 - 1.3.6 Attachment F (Commonwealth Law and Policy Requirements);
 - 1.3.7 Attachment G (Financial Undertaking);
 - 1.3.8 Attachment H (Confidentiality Deed);
 - 1.3.12 Attachment I (Glossary);
 - 1.3.13 Attachment J (Official Order); and
 - 1.3.14 Attachment K (Indigenous Participation Plan).

PART 1 - CONTRACT DETAILS

Item/Description		Clause Reference	Details	
1.	SRSS Provider details		Life Without Barriers Level 5, 352 Hunter Street, Newcastle NSW 2300 ABN 15 101 252 171	
2.	SRSS Provider Representative		Jane French Executive Director Children Youth and Families	
3.	Departmental Representative(s)		Assistant Secretary Status Resolution Branch (or as otherwise advised by the Department) Email: srss.contracts@homeaffairs.gov.au	
4.	Commencement Date	4.1	1 February 2023	
5.	Initial Term	4.1	4 years from the Commencement Date	
6.	Option Period		Up to two (2) additional periods each of up to two (2) years after the end of the then current Term.	
7.	Contract Region(s)	8		
			Contract Region	States and Territories within Contract Region
			Region 1	New South Wales
				Australian Capital Territory
			Region 2	Victoria
				Tasmania
			Region 3	Queensland
				Northern Territory
			Region 4	Western Australia
				South Australia
Region 5	Christmas Island			

Item/Description		Clause Reference	Details
8.	Subcontractors	29	MercyCare ABN 96 487 116 582: Subcontractor is permitted to provide Services in Region 4 and Region 5
9.	Financial Undertaking	52.1	Financial Undertaking Required: ☐ No Amount of Financial Undertaking: Not Applicable
0.	Insurances and indemnity limits	54	Public and products liability insurance for an insured amount of \$20 million per occurrence and not less than \$20 million in aggregate, which covers the SRSS Provider and its Personnel for their respective liabilities caused by, arising out of, or in connection with the negligent performance of any obligation or the exercise of any right under this Contract. Sexual abuse/misconduct and molestation insurance for an insured amount of no less than \$5 million per occurrence and \$5 million in the aggregate, which covers the SRSS Provider and its Personnel for any liability arising from alleged sexual abuse, sexual misconduct or molestation, caused by, or arising out of, or in connection with, the performance of the Contract. Professional indemnity insurance for an insured amount of no less than \$10 million per occurrence and \$10 million in the aggregate (including an automatic right of reinstatement) which covers the Liability of the SRSS Provider and its Personnel arising from a negligent breach of duty owed in a professional capacity. Such insurance must have a retroactive date of no later than the earlier of the Commencement Date of the work under this Contract, or any earlier preparatory work by the SRSS Provider in order to perform its Obligations under this Contract. Such insurance must be maintained for a period of 7 years after the end of the Term. Cyber insurance for an insured amount of no less than \$5 million per occurrence which covers the SRSS Provider and its Personnel for: (a) liability arising from the alleged or actual theft or unauthorised use, access or dissemination of personal,

Item/Description		Clause Reference	Details
			confidential, security classified or proprietary information; (b) network security and privacy liability; (c) cyber ransom and extortion; (d) regulatory proceedings (including fines and penalties); and (e) liability arising from malware. Workers compensation insurance as required by Law as applicable in the State(s) or Territory(ies) in which Services are provided. Compulsory third-party insurance as required by Law in respect of all registerable motor vehicles used by the SRSS Provider and its Personnel, in connection with the Services under the Contract, and for an insured amount of not less than \$10 million per claim.
11.	Address for Notices	66	Department: Assistant Secretary Status Resolution Branch PO Box 25, Belconnen ACT 2617 6 Chan Street, Belconnen ACT 2617 Email: srss.contracts@homeaffairs.gov.au SRSS Provider: Jane French Executive Director Children Youth and Families Level 5, 352 Hunter Street, Newcastle NSW 2300
12.	Governing Law	71	Australian Capital Territory

PART 2 - CONTRACT TERMS AND CONDITIONS

SECTION A - DEFINITIONS, INTERPRETATION AND TERM

1. DEFINITIONS

Definitions

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

2. INTERPRETATION

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

2.1.1 the singular includes the plural and vice versa, and a gender includes other genders;

2.1.2 another grammatical form of a defined word or expression has a corresponding meaning;

2.1.3 a reference to a clause, paragraph, Attachment, Schedule or Annexure is to a clause or paragraph of, or Attachment, Schedule or Annexure to, this Contract as the context requires, and a reference to this Contract includes any Attachment, Schedule or Annexure;

2.1.4 any Schedules, Attachments and Annexures to this Contract form part of this Contract as the case may be;

2.1.5 a reference to a clause includes a reference to a subclause of that clause;

2.1.6 a reference to any agreement or schedule or annexure is to that agreement or schedule or annexure as amended, novated, supplemented or replaced;

2.1.7 a reference to a document, publication, Commonwealth policy or instrument is a reference to the document, publication, Commonwealth policy or instrument as altered, supplemented or replaced from time to time;

2.1.8 a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise;

2.1.9 a reference to time is to the time in the place where the Obligation is to be performed or, to the extent that there is any uncertainty, to the time in the Australian Capital Territory;

2.1.10 a reference to a Party to a document includes the Party's executors, administrators, successors and permitted assigns and substitutes;

2.1.11 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

2.1.12 a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

- 2.1.13 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 2.1.14 any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- 2.1.15 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Contract or any part of those documents;
- 2.1.16 if a day on or by which an Obligation must be performed or an event must occur is not a Business Day in the relevant location, the Obligation must be performed or the event must occur on or by the next Business Day in that location; and
- 2.1.17 headings are for ease of reference only and do not affect interpretation.

- 2.2 To the extent that the Parties have not completed an item the Contract Details or an Attachment is blank, unless otherwise stated in this Contract, that item or Attachment will be taken to be 'not applicable' for the purpose of this Contract.

3. PRIORITY OF DOCUMENTS

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

4. TERM

Initial Term

- 4.1 This Contract commences on the Commencement Date and continues for the Initial Term unless:
 - 4.1.1 extended in accordance with clause 4.2; or

4.1.2 terminated earlier in accordance with this Contract.

Option to extend Initial Term

- 4.2 The Initial Term may be extended by the Department in its absolute discretion for up to two (2) additional periods each of up to two (2) years (as specified in Item 6 of the Contract Details) (each an Option Period), on the terms and conditions then in effect, by giving Notice to the SRSS Provider. Such Notice must be given in writing at least six (6) months before the end of the then current Term and must include the period of the extension.
- 4.3 Any extension exercised in accordance with clause 4.2 takes effect from the end of the then current Term.

5. NOT USED

SECTION B - THE SERVICES

6. TRANSITION-IN REQUIREMENTS

- 6.1 The SRSS Provider must prepare, implement and comply with:
- 6.1.1 the approved Contract Transition-In Plan in accordance with the Statement of Requirements; and
 - 6.1.2 any other requirements that must be performed during the Contract Transition-In Period as set out in the Statement of Requirements,

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

- 6.2 The Department may refer SRSS Recipients to the SRSS Provider before the Effective Date if the Department considers that the SRSS Provider is capable of receiving referrals and adequately performing the Services during the Contract Transition-In Period. In such circumstances,

- 6.2.1 the SRSS Provider must perform the Services in relation to any referred SRSS Recipient in accordance with this Contract from the date of that referral; and
- 6.2.2 the Contract Charges that will apply will be based on the charges set out in Attachment B adjusted as agreed between the Parties.

7. PROVISION OF THE SERVICES

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

- 7.1.1 performing the Services; and
- 7.1.2 providing the Contract Material, Documentation and other Deliverables,

specified in, and in accordance with this Contract (including Attachment A (Statement of Requirements)) and any reasonable directions of the Department in accordance with clause 10 including so as to meet or exceed the Performance Measures from the Effective Date.

- 7.2 The SRSS Provider must:

- 7.2.1 perform the Services as specified in Attachment A (Statement of Requirements) to the satisfaction of the Department and to meet the requirements of clause 12;
 - 7.2.2 perform the Services in accordance with, and so as to meet, the principles and objectives set out in Attachment A (Statement of Requirements);
 - 7.2.3 comply with all representations made to the Department by the SRSS Provider in relation to the standards, content, quality and timing of the Services;
 - 7.2.4 provide all reasonable assistance consistent with the SRSS Provider's Obligations under this Contract and required by the Department;
 - 7.2.5 comply with the time frames specified in this Contract, Attachment A (Statement of Requirements) and the SRSS Program Procedural Instruction, or as Notified by the Department and if no time frame is specified in the Contract or Notified by the Department, in a timely fashion, without delay and within such timeframe as is reasonable having regard to the nature of the Obligation; and
 - 7.2.6 submit invoices, and any supporting documents, in the manner specified in clause 34.
- 7.3 The SRSS Provider is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this Contract, and will not be relieved of that responsibility because of any:
- 7.3.1 involvement by the Department in the provision of the Services;
 - 7.3.2 approval by the Department of any plans;
 - 7.3.3 payment made to the SRSS Provider on account of the Services;
 - 7.3.4 subcontracting of the Services; or
 - 7.3.5 acceptance or rejection by the Department of replacement Personnel.

8. CONTRACT REGIONS

- 8.1 Subject to clause 8.6, the SRSS Provider must provide the Services in the Contract Region(s) identified in Item 7 of the Contract Details.
- 8.2 The Department and the SRSS Provider may agree in writing to change the Contract Region(s) identified in Item 7 of the Contract Details (or the applicable boundaries of the Contract Region(s)), by undertaking the formal variation processes described in clause 59.
- 8.3 The SRSS Provider acknowledges and agrees that:
 - 8.3.1 the Department is not obliged to purchase the Services only from the SRSS Provider;
 - 8.3.2 other entities will provide services or other components of the SRSS program in the Contract Region(s) and other regions in Australia as the case may be; and
 - 8.3.3 there is no guarantee of any particular number of SRSS Recipients which will be referred to the SRSS Provider or to which the Services must be provided in the Contract Region(s).
- 8.4 The SRSS Provider acknowledges and agrees that the Department may, at any time, acquire

services that are the same as or similar to the Services from any other person on such terms and conditions as may be agreed between the Department and that other person.

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

9. GENERAL OBLIGATIONS

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

10. COMPLIANCE WITH DIRECTIONS

- 10.1 Without limiting any other Obligation in this Contract, the SRSS Provider must, and must ensure that its Subcontractors, comply with any directions given by the Departmental Representative(s), provided those directions are not inconsistent with the Contract. Without limiting this, if a direction could be implemented in more than one way the SRSS Provider must seek the Department's direction as to how those directions must be implemented.
- 10.2 Without limiting clause 10.1, the types of directions that may be given by the Departmental Representative(s) or the Department include directions in relation to:
 - 10.2.1 which Services require the Department's approval before they are performed by the SRSS Provider;
 - 10.2.2 the cessation of Services to an SRSS Recipient for any reason whatsoever, as determined by the Department in its sole discretion;

10.2.3 the SRSS Provider's co-operation requirements with Other Providers and other governance, performance management and reporting arrangements;

10.2.4 the SRSS Provider's communication and interaction with SRSS Recipients and the Department; and

10.2.5 payment of Expenses that require the Department's approval before they are incurred or paid by the SRSS Provider, including the payment of money to SRSS Recipients.

11. NOT USED

12. SERVICES STANDARDS

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

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

- (a) so as to meet or exceed the applicable Performance Measures;
 - (b) to a high professional standard and to the satisfaction of the Departmental Representative(s);
 - (c) with due care and skill, to the best of the SRSS Provider's knowledge and expertise;
 - (d) in accordance with relevant best practice, including any Australian, State and Territory and industry standards and guidelines including any specified in Attachment A (Statement of Requirements);
 - (e) in accordance with the SRSS Program Procedural Instruction and Attachment F (Commonwealth Law and Policy Requirements);
 - (f) so that they are fit for purpose;
 - (g) in a manner that:
 - (i) is consistent with and meets the SRSS Provider's Duty of Care to SRSS Recipients; and
 - (ii) is consistent with and would not put the Department in breach of, the Department's Duty of Care to SRSS Recipients; and
 - (h) complies with all Laws and codes relevant to the performance of the Services including any, licensing Obligations and Work Health and Safety Legislation;
- 12.1.2 in relation to any Goods required to be provided by the SRSS Provider (including to SRSS Recipients):
- (a) that they meet the requirements specified in Attachment A (Statement of Requirements) and the SRSS Program Procedural Instruction;
 - (b) that they are fit for purpose;
 - (c) that all fittings, furnishings and other items it provides or arranges for the use by SRSS Recipients are in good repair and condition, clean and comply with all applicable Australian Standards as published by Standards Australia and other applicable Laws (at the date of provision to SRSS Recipients);

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

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

12.1.4 in relation to any Documentation provided, that it:

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

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

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

12.1.6 that the SRSS Provider obtains all necessary Authorisations necessary for the provision of the Services and performance of this Contract and otherwise complies with all applicable Australian standards (or the applicable international standards, if there are no applicable Australian standards).

13. CO-OPERATION REQUIREMENTS

- 13.1 The SRSS Provider must, and must ensure that its Personnel:
- 13.1.1 liaise and co-operate with the Department and Other Providers appointed by the Department (including the Department when it is providing services similar to, or related to, the Services in-house) in connection with the SRSS program:
- (a) so that the Department is able to successfully deliver the SRSS program;
 - (b) to support each SRSS Recipient through the SRSS Recipient's immigration resolution processes;
 - (c) to ensure the proper performance of the Services by the SRSS Provider as required by this Contract; and
- 13.1.2 provide such reasonable assistance to Other Providers as the Department may reasonably request;
- 13.1.3 coordinate its activities and performance of the Services so as to support and facilitate, in the Department's best interests, the timely and efficient completion of all work and other activities to be performed for the Department by any person.
- 13.2 Without limiting its Obligations under this clause 13, the SRSS Provider must comply with any specific co-operation and governance Obligations as requested by the Department.
- 13.3 If, during the SRSS Provider's performance of its Obligations under this Contract, any issue arises that is caused by an Other Provider, the SRSS Provider must work with the Other Provider(s) to ensure the problem is resolved in a timely manner, without affecting the SRSS Provider's Obligations under this Contract. Where the SRSS Provider's performance of its Obligations under this clause 13.3 is likely to result in the SRSS Provider incurring significant additional costs, it may seek reimbursement of those costs from the Department. Costs will only be reimbursed if they have been preapproved by the Department in writing.
- 13.4 The SRSS Provider must promptly respond to requests for information, assistance or support from Other Providers, as requested by the Department.
- 13.5 The Department may, at any time, itself perform or retain third parties to perform any part of the Services. To the extent that the Department performs any part of the Services itself, or retains a third party to do so, the SRSS Provider must cooperate with the Department or the third party to ensure that the Services are carried out in a coordinated, effective and timely manner, including by:
- 13.5.1 providing access to all Materials, Personnel, accommodation and facilities necessary for the Department or the third party to perform the Services, subject to the SRSS Provider's reasonable security requirements and procedures as specified in this Contract;
- 13.5.2 providing any information regarding the Services which a person with reasonable technical and commercial skills and expertise would find reasonably necessary for the Department or the third party to perform the Services; and
- 13.5.3 providing any assistance to the Department or the third party as required to:
- (a) otherwise perform the Services; and

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

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

14. SRSS PROGRAM PROCEDURAL INSTRUCTION

14.1 The Department's SRSS Program Procedural Instruction provides guidance and outlines the procedural requirements to implement the SRSS program including:

14.1.1 the processes that must be followed when performing the Services;

14.1.2 additional standards that must be met when providing the Services; and

14.1.3 any limitations or restrictions that may apply to the Services (including applicable financial limits and costs and payments that require the Department's approval before they are incurred or paid by the SRSS Provider).

14.2 The SRSS Provider must comply with the SRSS Program Procedural Instruction.

14.3 The Department may amend the SRSS Program Procedural Instruction at any time.

14.4 The Department will Notify the SRSS Provider of any updates to the SRSS Program Procedural Instruction. The SRSS Provider must not comply with any updated SRSS Program Procedural Instruction unless Notified by the Departmental Representative (or the person who is authorised by the Department to act in that position).

14.5 If the SRSS Provider identifies any inconsistency between the SRSS Program Procedural Instruction and any part of this Contract, including Attachment A (Statement of Requirements), it must promptly Notify the Department.

15. DELIVERY

15.1 The SRSS Provider must perform and deliver the Services by:

15.1.1 the times and in the manner specified in this Contract including Attachment A (Statement of Requirements) and the SRSS Program Procedural Instruction; or

15.1.2 any later times that the Department Notifies to the SRSS Provider.

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

15.2.1 such time that:

(a) the Department Notifies the SRSS Provider to cease the Services to that SRSS Recipient; or

(b) the SRSS Recipient is transferred to an Other Provider in accordance with Attachment A (Statement of Requirements); or

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

16.EXTRA SERVICES

Quotation

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

Ordering Extra Services

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

17.LEASES

- 17.1 The SRSS Provider must ensure that any leases entered into in respect of the Contract:
- 17.1.1 do not bind or name the Department of Home Affairs or any other Agency of the Commonwealth;
 - 17.1.2 do not extend for a period that exceeds the Term (unless otherwise agreed by the Department before the commitment beyond the Term is entered into); and
 - 17.1.3 otherwise comply with the requirements of the Contract.

- 17.2 The Department will not pay the SRSS Provider any costs (and will not be liable for any costs) in relation to any make good or restoration of damage obligations under any lease entered into by the SRSS Provider or otherwise in relation to this Contract (whether such costs relate to commercial or, subject to clause 17.3, residential premises) including costs in relation to:

17.2.1 the removal of fittings and alterations;

17.2.2 the storage or disposal of fittings and alterations; and

17.2.3 repairing any damage, whether to the property, furniture or fixtures.

- 17.3 In the case of make good costs to residential premises, the Department may (but is not obliged to) agree to pay these costs where the SRSS Provider has made alterations to the premises at the request of the Department. Any such arrangement must be agreed to by the Department, in writing, in advance of any alterations being made to the premises.

18. GOODS

Ownership and warranty

- 18.1 Where Attachment A (Statement of Requirements) or the SRSS Program Procedural Instruction indicates that Goods provided to an SRSS Recipient may be retained by that SRSS Recipient, the SRSS Provider must ensure, and do all things necessary to ensure, that ownership of those Goods:

18.1.1 is transferred to the SRSS Recipient upon provision of the Goods to the SRSS Recipient; and

18.1.2 at the time ownership of the Goods passes to the SRSS Recipient, those Goods are free of any registered or unregistered charge, lien, mortgage, security, or other encumbrance.

Risk of Loss of, or damage to Goods

- 18.2 The SRSS Provider acknowledges, agrees and must ensure that if it provides Goods to SRSS Recipients, the risk of Loss of, or damage to, the Goods resides with the SRSS Provider until the Goods have been supplied to the SRSS Recipient in accordance with this Contract.

- 18.3 The SRSS Provider must ensure that the SRSS Recipient obtains the benefits of any warranties applicable to the Goods regardless as to whether the SRSS Recipient has title in those Goods.

Return of Goods

- 18.4 The Department may require the SRSS Provider to replace any Goods provided to an SRSS Recipient, at no additional cost to the Department, if they have not been provided in accordance with this Contract.

- 18.5 If the Department Notifies the SRSS Provider that the SRSS Provider must repair or replace Goods, the SRSS Provider must promptly arrange for collection, repair and replacement of those Goods, as required, in consultation with the SRSS Recipient, at the SRSS Provider's risk.

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

Basic Household Goods inventory

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

19.DEPARTMENTAL ASSISTANCE

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

20.USE OF THE DEPARTMENT'S SYSTEMS

- 20.1 The SRSS Provider must use and comply with the Department's information technology systems and requirements in accordance with Attachment A (Statement of Requirements) and the SRSS Program Procedural Instruction or as otherwise notified to the SRSS Provider by the Department and shall ensure that all SRSS Provider Personnel comply with any terms and conditions which apply to the use of the Department's information technology systems.

21.TRANSITION-OUT OF SERVICES

Contract Transition-Out Plan

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

Completing Contract Transition-Out

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

General Contract Transition-Out Obligations

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

Contract Transition-Out Period

- 21.6 The Contract Transition-Out Period will commence on the earlier of:
- 21.6.1 the date on which a termination Notice is given by the Department in accordance with this Contract; or
- 21.6.2 6 months before this Contract expires.
- 21.7 The Contract Transition-Out Period will end on the date the Department Notifies the SRSS Provider that all the requirements in the approved Contract Transition-Out Plan have been met and the Services have been either transferred or completed in accordance with this Contract and the approved Contract Transition-Out Plan.
- 21.8 The terms of the Contract survive during the Contract Transition-Out Period (but for the avoidance of doubt, the only amounts payable to the SRSS Provider after the end of the Term are those expressly stated to be payable during this time as set out in this Contract, if any).

Knowledge transfer

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

22. APPROVED PLANS

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

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

23. PERFORMANCE MANAGEMENT

Performance Management - General

- 23.1 The Department will monitor the performance of the SRSS Provider under this Contract and will evaluate the effectiveness of the SRSS Provider's performance on an on-going basis.
- 23.2 The SRSS Provider must:
 - 23.2.1 comply with the Department's Performance Measures specified in Attachment A (Statement of Requirements); and
 - 23.2.2 report to the Departmental Representative(s) on its performance under this Contract:
 - (a) during the Contract Transition-In Period, as required by the Department but no less than monthly; and
 - (b) following the Effective Date as required by the Department but no less than quarterly or as requested by the Department.
- 23.3 The Department may, by Notice, change the reporting requirements (including timing) and will consult with the SRSS Provider if requested.
- 23.4 The Department will conduct a Quality Assurance program to review and assess the performance of the SRSS Provider. Reviews will take into account the information that the SRSS Provider provides to the Department in its reports and any other information the Department has in relation to the SRSS Provider's performance under this Contract.

- 23.5 If the Department determines that the SRSS Provider's performance is not consistent with this Contract (including where the SRSS Provider has failed to achieve the Performance Measures), the Department will Notify the SRSS Provider of the failure and specify a time period within which the SRSS Provider must provide a remediation plan for approval by the Department which provides the SRSS Provider's plan to remedy the failure, if capable of remedy. The SRSS Provider must provide the remediation plan in accordance with this Notice for approval by the Department in accordance with clause 22. The SRSS Provider must comply with the approved remediation plan.
- 23.6 Without limiting the Department's rights, if following a Notice given under clause 23.5, the Department determines that the SRSS Provider's performance has not complied with the approved remediation plan to the Department's satisfaction or the SRSS Provider has not provided a remediation plan as required, the Department may:
- 23.6.1 reduce the scope of this Contract; or
- 23.6.2 terminate this Contract in accordance with the provisions of clause 62.2.2.
- 23.7 The remainder of this clause 23 applies if Attachment A (Statement of Requirements) specifies specific Performance Measures.

Measuring and monitoring tools

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

Variations to the Performance Measures

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

Review of Performance Measures

- 23.11 The SRSS Provider must:
- 23.11.1 liaise with the Departmental Representative as and when requested by the Department to review the appropriateness and relevance of the Performance Measures; and

- 23.11.2 provide such information as the Department may request about the effects of the Performance Measures and performance of the Services, including to enable the Department to assess the appropriateness and relevance of the Performance Measures.

24. DEFECTIVE SERVICES OR DELIVERABLES

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

SECTION C - GOVERNANCE AND PERSONNEL

25. GOVERNANCE

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

26. NOT USED

27. MANAGEMENT OF SRSS PROVIDER PERSONNEL

General

- 27.1 The SRSS Provider must:
- 27.1.1 comply with its human resource management Obligations described in Attachment A (Statement of Requirements).);
- 27.1.2 manage its Personnel (including Subcontractors) in a manner designed to ensure the best performance of the Services;
- 27.1.3 ensure that its Personnel conduct themselves in a professional and ethical manner in undertaking and completing the Services and, in particular, that they demonstrate cross-cultural sensitivity and awareness in their performance of the Services;
- 27.1.4 ensure that its Personnel are aware of and comply with the APS Values and Code of Conduct as if they were bound by the APS Values and Code of Conduct and provide the Services in a manner consistent with the APS Values and Code of Conduct; and
- 27.1.5 ensure that its Personnel comply with:
- (a) any protocols, codes of conduct procedures or policies specified by the Department from time to time, including those specified in this Contract and Attachment A (Statement of Requirements) and the SRSS Program Procedural Instruction;

- (b) all applicable Obligations of the SRSS Provider under this Contract so as to not place the SRSS Provider in breach of its Obligations under this Contract; and
- (c) all Laws.

27.2 The Department may require particular SRSS Provider Personnel to provide the Services in specific instances (including to ensure the safety and wellbeing of the SRSS Recipient, SRSS Provider and the Department). The SRSS Provider must comply with any such requests to the extent possible.

Removal of Personnel

- 27.3 The Department may, at its absolute discretion, give Notice requiring the SRSS Provider to remove Personnel (including Specified Personnel) from work in respect of the provision of the Services.
- 27.4 The SRSS Provider must provide replacement Personnel acceptable to the Department at no additional cost and at the earliest opportunity.
- 27.5 The unavailability of Personnel for any reason will not limit the SRSS Provider's Obligations to provide the Services under this Contract. Any need to replace any of the SRSS Provider's Personnel (including Specified Personnel) during the course of the Contract will not constitute an act or event that is beyond the reasonable control of the SRSS Provider in meeting the requirements of the Contract.
- 27.6 If the SRSS Provider is unable to provide acceptable replacement Personnel, the Department may terminate this Contract in accordance with the provisions of clause 62.2.

Disputes with Personnel

- 27.7 If there is any dispute between the SRSS Provider and its Personnel (including Subcontractors) that could adversely affect the performance of the Services, the SRSS Provider must Notify the Department immediately of the nature of the dispute and of its plans to resolve the dispute.

SRSS Provider Representative

- 27.8 The SRSS Provider must appoint a SRSS Provider Representative. The SRSS Provider Representative at the Commencement Date is identified in Item 4 of the Contract Details.
- 27.9 The SRSS Provider Representative is the SRSS Provider's representative in respect of all aspects of the requirements specified in this Contract.

Departmental Representative(s)

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

Changes to SRSS Provider and Departmental Representative(s)

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

28.SPECIFIED PERSONNEL

- 28.1 The SRSS Provider shall identify all persons who are critical to the provision to the Services as Specified Personnel and the nature of the work undertaken by each identified Specified Person in its Human Resources Management Plan.
- 28.2 The SRSS Provider agrees that the Specified Personnel must undertake work in respect of the Services as set out in the human resources plan and in accordance with the terms of this Contract.
- 28.3 If Specified Personnel are unable to undertake work in respect of the Services, the SRSS Provider must Notify the Department immediately. The SRSS Provider must provide replacement Specified Personnel acceptable to the Department at no additional cost and at the earliest opportunity.

29.SUBCONTRACTING

- 29.1 Subject to clause 29.3, the SRSS Provider must not, without the prior written approval of the Department, subcontract the performance of any part of the Services.
- 29.2 Without limiting clause 75, the Department may impose any terms and conditions it considers appropriate when giving its approval under clause 29.1 but shall not unreasonably withhold approval.
- 29.3 The Department acknowledges and agrees that the SRSS Provider is permitted to subcontract the activities identified in Item 8 of the Contract Details to the Subcontractors identified in Item 8 without the need for further approval from the Department.
- 29.4 The SRSS Provider must make available, on request, details including names of all Subcontractors performing all or part of the Services.
- 29.5 If requested by the Departmental Representative(s), the SRSS Provider must provide a copy of each Subcontract to the Department within the timeframes specified by the Departmental Representative(s).
- 29.6 The SRSS Provider acknowledges and agrees that the Department may publicly disclose the names of any Subcontractors engaged to perform the Services. The SRSS Provider must inform the Subcontractors that their participation in performing all or part of the Services may be publicly disclosed.

Obligations to flow down to Subcontracts

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

- 29.8.2 participate in any quality assurance activities conducted by the Department and to remedy any issues identified by the Department;
- 29.8.3 directly engage and communicate (including to meet) with the Department (such engagement, communication and meetings to be initiated at the sole discretion of the Department); and
- 29.8.4 provide all information relating to the Subcontractor's performance of any services, including documentation and financial information, as requested by the Department.
- 29.9 For clarity, the Department will not use its rights to communicate directly with the Subcontractor in respect of Extra Services or performance measurement or quality assurance. The Department will discuss these matters directly with the SRSS Provider.
- 29.10 The SRSS Provider, by subcontracting any part of the Services or by obtaining the Department's approval to a Subcontract, will not be relieved of its liabilities or Obligations under this Contract, and will be responsible for all Subcontractors.

SECTION D - REPORTING

30. REPORTING

- 30.1 In addition to any specific Obligations in Attachment A (Statement of Requirements), the SRSS Provider must:
- 30.1.1 liaise with the Departmental Representative(s) as required;
 - 30.1.2 Not Used;
 - 30.1.3 provide any information the Departmental Representative(s) may reasonably require in a timely manner; and
 - 30.1.4 attend meetings with the Department and Other Providers as required by the Department.
- 30.2 In addition to other reporting Obligations in the Contract, the SRSS Provider must prepare and provide to the Department the reports specified in, and in accordance with, Attachment A (Statement of Requirements).) including:
- 30.2.1 at the times required by Attachment A (Statement of Requirements);
 - 30.2.2 in the format required by Attachment A (Statement of Requirements) (or in such other format as the Department may Notify to the SRSS Provider from time to time); and
 - 30.2.3 accurately containing all the details described in Attachment A (Statement of Requirements) or required by the Department from time to time.
- 30.3 The SRSS Provider must prepare and provide to the Department any other reports as requested by the Department which are relevant to the Services (including in urgent circumstances such as to allow the Department to respond to ministerial or other requests for information about the Services).

SECTION E - PAYMENTS

31. NO CHARGES TO SRSS RECIPIENTS

- 31.1 Neither the SRSS Provider, nor any related body corporate of the SRSS Provider, nor any SRSS Provider Personnel shall:
- 31.1.1 charge or collect any amount;
 - 31.1.2 otherwise obtain any financial or non-financial benefit directly or indirectly;
 - from SRSS Recipients or related parties in connection with any of the Services performed or to be performed under this Contract including the SRSS Program Procedural Instruction other than the Contract Charges and Expenses provided for under this Contract.
- 31.2 If the Department considers in its absolute discretion that the SRSS Provider has failed to comply with clause 31.1, the Department may immediately terminate this Contract under clause 62.2.2.

32. CONTRACT CHARGES AND EXPENSES

- 32.1 In consideration for the SRSS Provider of delivering the Services and otherwise performing

its Obligations under this Contract and subject to the terms of the Contract, the Department must pay to the SRSS Provider:

32.1.1 the Contract Charges; and

32.1.2 the Expenses (if any).

32.2 The Department must pay the SRSS Provider the amount owing within 20 days of the receipt of a Correctly Rendered Invoice submitted by the SRSS Provider. If this 20 day period ends on a day that is not a Business Day, payment will be made on the next Business Day.

32.3 If there is a dispute as to whether an amount is payable under an invoice, the SRSS Provider must cancel the invoice in dispute and issue a Correctly Rendered Invoice for any undisputed portion of the disputed invoice. The Department must pay a Correctly Rendered Invoice for the undisputed portion of a disputed invoice.

32.4 The Contract Charges include (unless otherwise agreed by the Department in writing):

32.4.1 all costs, resources and Expenses required by the SRSS Provider to perform the Services, including but not limited to:

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

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

32.5 Where specified in Attachment B (Contract Charges and Expenses), elements of the Contract Charges identified in Attachment B (Contract Charges and Expenses) will be subject to annual adjustment on the anniversary of the Commencement Date as set out in Attachment B (Contract Charges and Expenses).

Department's Right to Delay or Reduce Payment

32.6 Despite anything else in the Contract:

32.6.1 the Department is not obliged to pay the Contract Charges for any Services or Deliverables that are not provided in accordance with the Contract or pay any amount that is not payable in accordance with this Contract;

32.6.2 the Department is not obliged to pay Expenses unless the Expenses

are:

32.6.3 incurred in accordance with this Contract; and

32.6.4 the SRSS Provider provides such supporting evidence as is required by the Department to substantiate that the Expense has been incurred;

32.6.5 the Department may (in addition and without prejudice to any other right it may have) defer payment or reduce the amount of any Contract Charges payable until the SRSS Provider has completed, to the satisfaction of the Department, that part of the Services to which those Contract Charges relates;

32.6.6 if the Department pays any amount to the SRSS Provider that is not due, including by making a payment under an improperly rendered or inaccurate invoice, the SRSS Provider must immediately repay that overpayment to the Department; and

32.6.7 the Department may either:

- (a) set-off any amount the SRSS Provider owes the Department, including under clause 32.6.6, against any amount the Department owes the SRSS Provider, paid or payable under this Contract;
- (b) otherwise recover any amount the SRSS Provider owes the Department in a court of competent jurisdiction.

Interest

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

33. NOT USED

34. INVOICES

Correctly Rendered Invoice

34.1 A Correctly Rendered Invoice means an invoice that:

34.1.1 unless specified otherwise in Attachment B (Contract Charges and Expenses), is submitted monthly in arrears;

34.1.2 is correctly addressed to the Departmental Representative(s) or such other person Notified to the SRSS Provider;

34.1.3 is in a form, whether required by the GST Act or otherwise, that enables the Department to claim an input tax credit for any Goods and Services Tax imposed on any taxable supply by the SRSS Provider to the Department;

34.1.4 is correctly calculated;

34.1.5 includes a purchase order number issued by the Department;

34.1.6 identifies the amount claimed and the Services, Deliverables or Expenses for which the amount is claimed;

34.1.7 where explanation is necessary, is accompanied by Documentation substantiating the amount claimed (including from Subcontractors if requested by the Department); and

34.1.8 contains the information and meets the requirements for invoices set out in Attachment B (Contract Charges and Expenses).

Submission of Invoices

34.2 The SRSS Provider must submit a Correctly Rendered Invoice for the previous month to the

Department by the 15th of the month (or the next Business Day where the 15th falls on a public holiday or weekend). All invoices must meet the requirements of the Contract set out in Attachment B (Contract Charges and Expenses).

- 34.3 The SRSS Provider must provide invoices and worksheets to the Department using the departmental template contained in the SRSS Program Procedural Instruction, or as requested by the Department.
- 34.4 If requested by the Department, the SRSS Provider must provide any additional information or clarification in relation to a submitted invoice. If the SRSS Provider fails to provide that additional information or clarification to the Department's satisfaction, the Department may withhold payment of the invoice until the additional information or clarification has been provided to the Department's satisfaction.
- 34.5 The SRSS Provider must retain all evidence to verify expenditure and provide this evidence to the Department for the purposes of quality assurance and audits.

35. GST

- 35.1 In this clause 35, capitalised terms have the meaning given to them in the GST Act.
- 35.2 A Party must pay GST on a Taxable Supply made to it under this Contract, in addition to any consideration (excluding GST) that is payable for that Taxable Supply and it must do so at the same time and in the same way as it is required to pay the consideration for that Taxable Supply.
- 35.3 A Party making a Taxable Supply to another Party under this Contract must issue a Tax Invoice to the other Party, setting out the amount of the GST payable by that other Party and must do so at the time the other Party is required to pay the consideration for the Taxable Supply.
- 35.4 Subject to clause 35.5, if the SRSS Provider is required under this Contract to indemnify the Department, or either Party is required to make a contribution to the other Party, and the other Party can obtain an Input Tax Credit on an acquisition associated with that indemnity or contribution, the amount the Party is required to pay is:
 - 35.4.1 reduced by the amount of that Input Tax Credit; but
 - 35.4.2 increased by any GST payable by that other Party in respect of the indemnity or contribution.
- 35.5 Despite clause 35.4, the amount of an indemnity or contribution is not reduced by the amount of an Input Tax Credit if that credit has already been taken into account in calculating the amount of the indemnity or contribution. If an Adjustment Event results in the GST on a Taxable Supply being different from the GST recovered by the supplier, the supplier:
 - 35.5.1 must refund to the other Party any excess; and
 - 35.5.2 may recover from the other Party any shortfall.
- 35.6 The recovery of any money from the other Party under clause 35.5 is conditional on an Adjustment Note first being given to the other Party.

36. NOT USED

37. BENCHMARKING

- 37.1 From time to time during the Term, the Department may:
- 37.1.1 test the market for any or all of the Services; and/or
 - 37.1.2 undertake benchmarking to measure the standards of delivery and cost of the Services in part or in the aggregate to determine if the performance of the SRSS Provider matches and the Contract Charges are competitive with then current market prices and standards of delivery for similar services.
- 37.2 Benchmarking will be conducted in accordance with the timing and procedures as determined by the Department. The Department will consult the SRSS Provider on these matters and benchmarking which will not occur more than once every twelve months.
- 37.3 Without limiting the rights of the Department, the Department may release benchmarking results to:
- 37.3.1 other Commonwealth Agencies or State and Territory agencies;
 - 37.3.2 Ministers and their advisers;
 - 37.3.3 Parliament or parliamentary committees; and
 - 37.3.4 advisers to the Department.
- 37.4 If the benchmarking shows that the Contract Charges are not priced competitively because they are higher than the average price for charges for similar services, unless the SRSS Provider satisfies the Department that the difference in price is due to the Department's unique requirements and not due to the SRSS Provider's performance:
- 37.4.1 the SRSS Provider must assist the Department to determine the causes of the benchmarker's findings and proactively seek resolution and an appropriate reduction in the Contract Charges within 60 Business Days or such other period agreed by the Department;
 - 37.4.2 if no resolution is reached:
 - (a) the Contract Charges will be reduced by the amount of the excess determined during the benchmarking from the end of the following month;
 - (b) the reduced Contract Charges must be reflected in subsequent invoices or may be set-off by the Department against any invoice received under the Contract; and
 - (c) the Contract must be updated in accordance with clause 59 to reflect the reduced Contract Charges.
- 37.5 A dispute in relation to benchmarking must be resolved in accordance with the dispute resolution process set out in this Contract.

SECTION F - MATERIAL AND INTELLECTUAL PROPERTY RIGHTS

38. COMMONWEALTH MATERIAL

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

39. INTELLECTUAL PROPERTY

- 39.1 Nothing in this clause 39 affects the ownership of the Intellectual Property Rights in any:
 - 39.1.1 Commonwealth Material;
 - 39.1.2 Existing SRSS Provider Material;
 - 39.1.3 Third Party Material; or
 - 39.1.4 other Auxiliary Material.
- 39.2 The SRSS Provider must obtain all necessary Intellectual Property Rights and permissions before using or making available any Third Party Material or other Auxiliary Material for the purposes of this Contract.
- 39.3 The Department will obtain all necessary Intellectual Property Rights and permissions before making Commonwealth Material available to the SRSS Provider for the purposes of this Contract.
- 39.4 All Intellectual Property Rights in all Contract Material vests immediately in the Department upon its creation.
- 39.5 Unless otherwise specified in Attachment E (Material), to the extent that the Department needs to use any Auxiliary Material provided by the SRSS Provider to receive the full benefit of Services or Deliverables (including the Contract Material), the SRSS Provider grants to (or must procure for) the Department a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right to sublicense) to use, reproduce, adapt, modify, distribute, communicate and exploit that Auxiliary Material for any purpose.
- 39.6 Unless otherwise specified in Attachment E (Material), to the extent that the SRSS Provider needs to use any of the Commonwealth Material or Contract Material for the purpose of performing its Obligations under the Contract, the Department grants to the SRSS Provider a world-wide, royalty free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate that Material solely for the purpose of providing the Services.
- 39.7 The licence in clause 39.6 is subject to:

- 39.7.1 any limitation, condition or restriction in Attachment E (Material);
- and
- 39.7.2 any direction by the Department.

40. INTELLECTUAL PROPERTY WARRANTY

Warranty

- 40.1 The SRSS Provider represents and warrants that:
- 40.1.1 it is entitled; or
- 40.1.2 it will be entitled at the relevant time,
- to grant the licences and deal with the Intellectual Property Rights in any Material, including Contract Material, Existing SRSS Provider Material, Third Party Material and any other Auxiliary Material provided by it, in the manner set out in this Contract.

Remedy for breach of warranty

- 40.2 If someone claims, or the Department reasonably believes that someone is likely to claim, that all or part of a Deliverable or the performance of a Service infringes their Intellectual Property Rights, the SRSS Provider must, in addition to the indemnity under clause 50 and to any other rights that the Department may have against it, promptly, at the SRSS Provider's expense:
- 40.2.1 use its best efforts to secure the rights for the Department to continue to use the Deliverables free of any Claim or Liability for infringement; or
- 40.2.2 replace or modify the Service or Deliverables so that the SRSS Provider's provision of it or the Department's use of the relevant Deliverable does not infringe the Intellectual Property Rights of any other person, without any degradation of the performance or quality of the Service or Deliverable.

41. MORAL RIGHTS

- 41.1 For the purposes of this clause 41, 'Permitted Acts' means any of the following classes or types of acts or omissions:
- 41.1.1 using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution of authorship;
- 41.1.2 supplementing the Contract Material with any other Material;
- 41.1.3 making any variations to, including additions to or deletions
- from, the Contract Material; or
- 41.1.4 using the Contract Material in a different context to that originally envisaged, but does not include those which would infringe the author's right not to have authorship falsely attributed.

- 41.2 If the SRSS Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Department or any person claiming under or through the Department.
- 41.3 If clause 41.2 does not apply, the SRSS Provider must:
- 41.3.1 obtain from each author a written consent which extends directly or indirectly to the performance of the Permitted Acts by the Department or any person claiming under or through the Department (whether occurring before or after the consent is given); and
 - 41.3.2 provide the executed original of any such consent to the Department upon request of the Department.
- 41.4 This clause 41:
- 41.4.1 applies subject to any provision to the contrary in Attachment E (Material); and
 - 41.4.2 does not apply to any Commonwealth Material incorporated into the Contract Material.

SECTION G - INFORMATION AND SECURITY

42. CONFIDENTIAL INFORMATION

- 42.1 The Parties must not, without prior Notice of consent from the other Party:
- 42.1.1 use any Confidential Information of the other Party except for the purposes of this Contract; and
 - 42.1.2 disclose any Confidential Information of the other Party to a third party, except where permitted under this Contract.
- 42.2 Without limiting clause 42.1, in giving written consent to the SRSS Provider to use or disclose the Department's Confidential Information, the Department may impose such conditions as it thinks fit, and the SRSS Provider must comply with those conditions.
- 42.3 If the SRSS Provider becomes subject to a legal Obligation to provide any Confidential Information of the Department to a third party, the SRSS Provider must immediately:
- 42.3.1 Notify the Department;
 - 42.3.2 where requested in writing by the Department, take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information; and
 - 42.3.3 assist and cooperate with the Department if the Department seeks to limit or resist the requirement for the Confidential Information to be disclosed including taking such reasonable steps as may be requested by the Department in writing.

- 42.4 If the SRSS Provider becomes aware that any Confidential Information of the Department may have been lost, stolen, accessed or used in a manner inconsistent with this clause 42, or any suspected or possible breach of this Contract, the SRSS Provider must:
- 42.4.1 immediately Notify the Department giving details of the suspected or possible breach;
 - 42.4.2 do everything necessary to remedy the unauthorised access to, use or disclosure of the Confidential Information, or to prevent the suspected or possible breach of this clause 42;
 - 42.4.3 comply with all written directions from the Department in relation to the actual, suspected or possible breach of this clause 42; and
 - 42.4.4 give the Department all assistance required in connection with proceedings which the Department may institute against any person for breach of confidence or otherwise.
- 42.5 The SRSS Provider must ensure that each member of its Personnel who may have access to any Confidential Information of the Department is (before being given access to that Confidential Information) briefed on or otherwise made aware of the fact that the wrongful disclosure of, or the misuse of, Confidential Information would be a breach of this Contract.
- 42.6 The Department may at any time require the SRSS Provider's Personnel to give a written undertaking in a form at Attachment H (Confidentiality Deed) or such other form as reasonably required by the Department relating to the use and non-disclosure of the Department's Confidential Information.
- 42.7 If the SRSS Provider receives a request under clause 42.6, it must promptly arrange for all such undertakings to be given.
- 42.8 The Obligations on the Parties under this clause 42 will not be taken to have been breached to the extent that Confidential Information:
- 42.8.1 is disclosed by a Party in order to comply with Obligations, or exercise rights (including Intellectual Property Rights), under this Contract;
 - 42.8.2 is disclosed by a Party's internal management Personnel, to enable effective management or auditing of Contract related activities;
 - 42.8.3 is disclosed to any Commonwealth Minister, or the Minister's advisers;
 - 42.8.4 without limiting the application of this clause 42.8, is disclosed:
 - (a) in order to comply with the requirements of any regulatory body;
 - (b) in order to respond to a request that is made by a Royal Commission, a body undertaking an administrative or statutory review, or an audit or inquiry (whether within or external to the Commonwealth), including a review, audit or inquiry that is conducted by the Commonwealth Auditor-General, the Australian Information Commissioner or the Privacy Commissioner pursuant to clause 57; or
 - (c) in order to respond to a request or direction of a House, or a request by a Committee, of the Parliament of the Commonwealth of Australia;

42.8.5 is authorised or required by Law to be disclosed;

42.8.6 is shared by the Department within the Department's organisation, or with another agency, where this serves the legitimate interests of the Commonwealth;

42.8.7 is in the public domain otherwise than due to a breach of this clause 42; or

42.8.8 without limiting this clause 42, was not disclosed by the SRSS Provider to, or held by, the Department under an Obligation of confidentiality.

42.9 Where a person discloses Confidential Information to another person pursuant to clauses 42.8.1, 42.8.2, 42.8.3, 42.8.4 or 42.8.5, the disclosing person must notify the receiving person that the information is confidential, and must notify the Department that this disclosure has occurred, and provide to the Department details of this disclosure, including an explanation of the circumstances that resulted in the disclosure.

42.10 The Obligations under this clause 42 continue after the expiry or termination of this Contract unless specified otherwise in relation to particular Confidential Information in Attachment C (Confidential Information).

Reporting Obligations and Disclosures

42.11 The SRSS Provider permits the disclosure of information related to this Contract for various reporting and Commonwealth disclosure Obligations. These disclosures include:

42.11.1 disclosure of procurement information for the Department's annual reporting purposes;

42.11.2 disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for Official Witnesses before Parliamentary Committees and Related Matters;

42.11.3 disclosure of information consistent with the Freedom of Information Act 1982 (Cth);

42.11.4 disclosure of discoverable information that is relevant to a case before a court; and

42.11.5 disclosure of information as required under other Law or Commonwealth policy.

42.12 The SRSS Provider must provide all reasonable assistance to the Department with regard to the release of the SRSS Provider's Confidential Information where required by the Department.

43. PROTECTION OF PERSONAL INFORMATION

Application of Clause

43.1 This clause 43 applies only to the extent that the SRSS Provider deals with Personal Information in providing the Services under this Contract.

Interpretation of this clause

43.2 In this clause 43, the following terms have the same meaning as they have in the Privacy Act 1988 (Cth) (the Privacy Act):

- 43.2.1 an agency;
- 43.2.2 overseas recipient;
- 43.2.3 APP code;
- 43.2.4 CR code;
- 43.2.5 contracted service provider;
- 43.2.6 eligible data breach; and
- 43.2.7 APPs (Australian Privacy Principles).

Obligations of SRSS Provider in relation to Personal Information

43.3 The SRSS Provider acknowledges that it is a contracted service provider and agrees, in providing the Services under this Contract:

- 43.3.1 to use or disclose Personal Information obtained in the course of providing Services under this Contract only for the purposes of this Contract;
- 43.3.2 to carry out and discharge the Obligations contained in the APPs as if it were an agency;
- 43.3.3 not to do any act or engage in any practice which, if done or engaged in by an agency, would be a breach of an APP;
- 43.3.4 to comply with the APPs, any registered APP Code or registered CR Code that is applicable to the SRSS Provider;
- 43.3.5 to comply with APP 5 by notifying the individuals where Personal Information is being, or has been collected about the individuals. Unless otherwise provided by the Privacy Act, the SRSS Provider must notify or make the individual/s aware that important information about the collection, use and disclosure (to other agencies and third parties, including overseas entities) of Personal Information, including sensitive information, can be located in the Department's Privacy Notice Form (Form 1442i);
- 43.3.6 not to use or disclose Personal Information in breach of APP 7 (Direct marketing) of the Privacy Act (where applied to the SRSS Provider), unless the information was collected for the purpose of meeting, directly or indirectly, an Obligation under this Contract, and the use or disclosure is necessary to meet, directly or indirectly, such an Obligation under this Contract;
- 43.3.7 to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Contract that are inconsistent with a registered APP code binding a party to the Contract or with an APP);
- 43.3.8 to comply with the APPs in relation to the collection, use, disclosure, storage and destruction or de-identification of Personal Information, when disclosure is made to an overseas recipient;
- 43.3.9 to ensure that if disclosure is made to an overseas recipient, the overseas recipient implements a data breach response plan which includes a mechanism for notifying

the Department where there are reasonable grounds to suspect a data breach and outlines appropriate remedial action;

43.3.10 to Notify individuals whose Personal Information is held by SRSS Provider or Subcontractor, as the case may be, of the complaints mechanism outlined in the Privacy Act that may apply to the SRSS Provider;

43.3.11 to Notify the Department immediately if the SRSS Provider:

- (a) becomes aware of a breach or possible breach of any of the Obligations contained in, or referred to in, this clause 43, whether by the SRSS Provider or a Subcontractor;
- (b) without limiting subclause 43.3.11(a), becomes aware of an eligible data breach;
- (c) becomes aware that a disclosure of Personal Information may be required by law; or
- (d) is approached by the Information Commissioner, or by any individual to whom any Personal Information held by the SRSS Provider or Subcontractor relates, in respect of Personal Information;

43.3.12 to cooperate with any reasonable request or direction of the Department in relation to an inquiry, audit or other exercise of powers and functions, by the Information Commissioner under the Privacy Act;

43.3.13 to comply with any directions, guidelines, determinations or recommendations relating to the use or disclosure of Personal Information publicly available or Notified to the SRSS Provider by the Department; and

43.3.14 to ensure that all Personnel required to deal with Personal Information for the purposes of this Contract are made aware of the Obligations of the SRSS Provider set out in this clause 43.

43.4 Without limiting the SRSS Provider's Obligations under clause 43.3:

43.4.1 where the SRSS Provider becomes aware that there are reasonable grounds to suspect that there may have been an eligible data breach in relation to any Personal Information held by the SRSS Provider as a result of this Contract or its provision of the Services, the SRSS Provider agrees it must carry out an assessment in accordance with the requirements of the Privacy Act unless otherwise directed by the Department;

43.4.2 where the SRSS Provider is aware that there are reasonable grounds to believe there has been, or where the Department notifies the SRSS Provider that there has been, an eligible data breach in relation to any Personal Information held by the SRSS Provider as a result of this Contract or its provision of the Services, the SRSS Provider must:

- (a) take all reasonable action to mitigate the risk of the eligible data breach causing serious harm to any of the individuals to whom it relates;
- (b) unless otherwise directed by the Department, take all other action necessary to comply with the requirements of the Privacy Act; and
- (c) take any other action as reasonably directed by the Department.

43.5 The SRSS Provider must ensure that any Subcontract entered into by the SRSS Provider for the purpose of fulfilling its Obligations under this Contract imposes on the Subcontractor the

same Obligations that the SRSS Provider has under this clause 43 (including this requirement in relation to Subcontracts).

43.6 The provisions of this clause 43 survive termination or expiration of this Contract.

Change of Law

43.7 The SRSS Provider:

43.7.1 undertakes to comply, at no additional cost to the Department, with any changes to the Privacy Act which may come into force during the Term; and

43.7.2 undertakes to agree to the making of changes to this clause 43 which are required to reflect any such changes in the Privacy Act.

43.8 The provisions of this clause 43 survive termination or expiration of this Contract.

SRSS Recipient involvement in research

43.9 If the SRSS Provider receives a request from a third party for SRSS Recipient involvement in any research, survey, review, data collection or other promotional activities, the SRSS Provider must:

43.9.1 obtain the Department's consent; and

43.9.2 following receipt of the Department's consent, the informed consent of the SRSS Recipients who may potentially be participants in the research or related activities under clause 43.9,

prior to agreeing to arranging the SRSS Recipient's involvement or providing any information about the SRSS Recipient.

43.10 The SRSS Provider must ensure that Unaccompanied Minors do not participate in any research, survey, review or data collection activities without the Department's prior written approval.

43.11 Nothing in clause 43.9 will relieve the SRSS Provider from its Obligations under clause 42.

44. SECURITY REQUIREMENTS

44.1 In this clause 44:

AGSVA means the Australian Government Security Vetting Agency;

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

Official Resources includes:

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

Protective Security Policy Framework means the *Australian Government Protective Security Policies* published by the Attorney General's Department as amended from time to time;

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

Security Incident means a security breach, violation, contact or approach which (whether intentional, inadvertent or incidental) is unauthorised access to Official Resources. This includes deployment of ransomware or other cyber code and/or software to gain unauthorised access to Official Resources.

General Security Obligations

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

44.2.1 all relevant security requirements specified in the Protective Security Policy Framework and the Department's security policies and procedures;

44.2.2 the security requirements specified Attachment A (Statement of Requirements); and

44.2.3 any variations or additions to these security requirements that the Department (in its absolute discretion) Notifies the SRSS Provider of in writing, from the date specified in the Notice (or five Business Days after it receives the Notice if no date is specified), including any changes to the requirements referred to in clauses 44.2.1 and 44.2.2.

44.3 The SRSS Provider must comply with any such varied or additional security requirement from the date specified in the Notice (or five (5) Business Days after it receives the Notice if no date is specified) under clause 44. The SRSS Provider acknowledges that in performing the Contract, it may become subject to certain statutory provisions relating to security and security issues, and must ensure that its Personnel are aware of, and comply, with those statutory provisions.

44.4 Subject to clause 59, the SRSS Provider may apply to the Department for a variation in the Contract Charges if the SRSS Provider can substantiate that changes to the security requirements pursuant to clause 44.2.3 have cost implications for it.

Personnel Security

44.5 To comply with the eligibility requirements of the Protective Security Policy Framework, security clearances for access to security classified resources must not be provided to anyone who is not an Australian citizen.

44.6 All individuals who require non-public access to the Department's resources (including ICT systems, information and facilities), or any individual lawfully directed in accordance with the *Australian Border Force Act 2015* (Cth), must undergo employment suitability screening and be granted an Employment Suitability Clearance (ESC) as well as hold a minimum baseline security clearance.

44.7 Subject to clause 44.8, the SRSS Provider must not permit any of its Personnel to have any access to any security classified resources, or any of the Department premises (including sites), information or systems (which are not publicly available), unless:

44.7.1 that person(s) has been assessed and cleared by the Department's Employment Suitability Clearance Team, and have been assessed and received a minimum baseline security clearance from AGSVA; and

- 44.7.2 the Department Representative has given written authority for the SRSS Provider's Personnel to access such resources, premises (including sites), information and systems.
- 44.8 The Department may, in its absolute discretion, give its written approval for a member of the SRSS Provider's Personnel to access a Departmental site(s) for a specified period of time, without the relevant security clearances set out in clause 44.7.1.
- 44.9 The SRSS Provider must ensure that at all times during the term of this Contract a sufficient number of its Personnel hold the appropriate security level to enable efficient provision of the Services. Any need to replace any of the SRSS Provider's Personnel (including Specified Personnel) during the course of the Contract for security reasons will not constitute an act or event that is beyond the reasonable control of the SRSS Provider in meeting the requirements of the Contract.
- 44.10 The SRSS Provider must inform the Department Representative immediately upon becoming aware that any person has had their security clearance revoked or denied by AGSVA.
- 44.11 The SRSS Provider must provide any information to the Department Project Officer, as reasonably requested for the Department to undertake reasonable investigations for the purposes of this clause.
- 44.12 The Department may, from time to time, Notify the SRSS Provider that particular Personnel must hold a particular level of Department security clearance and the SRSS Provider must comply with, and ensure its Personnel act in accordance with, that Notice.
- 44.13 Unless otherwise specified in Attachment B (Contract Charges and Expenses), the SRSS Provider is responsible for all costs associated with obtaining security clearances or obtaining Authorisation under this clause 44.
- 44.14 The SRSS Provider must obtain prior written Authorisation from the Department for any Personnel who may be required to:
- 44.14.1 enter secure areas in the Department's building or places;
 - 44.14.2 work with Department Personnel for extended periods;
 - 44.14.3 have access to Security Classified Information, or valuable assets; or
 - 44.14.4 hold a particular kind of security clearance that the Department Notifies to the SRSS Provider.
- 44.15 The SRSS Provider must ensure that all Personnel proposed for Authorisation under clause 44.5:
- 44.15.1 are of good fame and character;
 - 44.15.2 are properly qualified for the tasks they are to perform; and
 - 44.15.3 will act in all circumstances in a fit and proper manner while they are carrying out work under this Contract.
- 44.16 The SRSS Provider must provide any information the Department reasonably requests to enable the Department to investigate whether particular Personnel should be Authorised under clause 44.5.
- 44.17 The Department must Notify the SRSS Provider of:

- 44.17.1 the Personnel who have been granted Authorisation under clause 44.5 (Authorised Persons);
- 44.17.2 the type and level of Commonwealth security clearance (if any) given to each Authorised Person; and
- 44.17.3 the period during which the Authorisation is effective; and
- 44.17.4 the Personnel who have not been granted Authorisation.
- 44.18 The SRSS Provider must acknowledge receipt of any Notice provided under clause 44.17 by signing and returning a copy of the Notice to the Department.
- 44.19 The SRSS Provider must promptly Notify the Department of any change in an Authorised Person's circumstances that, in the SRSS Provider's reasonable opinion, is likely to affect the Commonwealth's Authorisation of that person.
- 44.20 The Department may, at any time, on reasonable grounds, without any liability whatsoever, withdraw, limit or suspend or revoke its Authorisation of a particular person or Employment Suitability Clearance, and if it does so, must Notify the SRSS Provider.
- 44.21 If the Department gives a Notice under clause 44.20, the SRSS Provider must, upon request by the Department, propose and make available another person for Authorisation by the Commonwealth under clause 44.5 within a reasonable time and without cost to the Commonwealth.
- 44.22 The Department may, from time to time, Notify the SRSS Provider that particular Personnel must hold a particular level of Commonwealth security clearance and the SRSS Provider must comply with, and ensure its Personnel act in accordance with, that Notice.
- 44.23 Unless otherwise specified in Attachment B (Contract Charges and Expenses), the SRSS Provider is responsible for all costs associated with obtaining security clearances or obtaining Authorisation under this clause 44.

Information Security

- 44.24 The SRSS Provider must not permit any of its Personnel to have any access to Security Classified Information unless:
- 44.24.1 the relevant person has been cleared to the appropriate security level; 44.24.2 the Department has given prior written Authorisation; and
- 44.24.3 the relevant person has undergone any training specified in Attachment A (Statement of Requirements) relating to access and use of Security Classified Information or such other training as is considered necessary by the Department.
- 44.25 The SRSS Provider must inform the Department immediately if it becomes aware that any unauthorised person has had access to Security Classified Information.
- 44.26 The SRSS Provider must not perform any part of the Services outside Australia, or directly or indirectly transfer Security Classified Information outside Australia, without the Department's prior written approval.
- 44.27 The SRSS Provider must ensure that any access its Personnel have to the Department's systems or information (including information in relation to SRSS Recipients) immediately

cease upon that Personnel ceasing to be an employee or contractor of the SRSS Provider or no longer have a requirement to access such information.

44.28 The SRSS Provider and its Personnel must handle any information received from the Department under this Contract in accordance with all Commonwealth legislative requirements, directions and policies, including but not limited to:

44.28.1 Parts 5.3 and 5.6 of the *Criminal Code Act 1995* (Cth);

44.28.2 Section 91.1 of the *Criminal Code Act 1995* (Cth) and Part 10.7 of the Criminal Code;

44.28.3 *Privacy Act 1988* (Cth);

44.28.4 *Freedom of Information Act 1982* (Cth);

44.28.5 *Crimes Act 1914* (Cth); and

44.28.6 *Australian Border Force Act 2015* (Cth).

44.29 The SRSS Provider must draw all Commonwealth legislative requirements, directions and policies addressing the handling of information received from the Department to the attention of all Personnel involved in providing the Requirement.

Physical Security

44.30 The SRSS Provider may only access the Department's premises if it:

44.30.1 has the Department's written Authorisation; and

44.30.2 complies with the Department's requirements set out in this Contract or otherwise Notified by the Department including any directions or procedures in relation to security and workplace safety that apply to those premises.

44.31 The SRSS Provider must ensure that its facilities for storing the Department's security information and resources:

44.31.1 Classified up to and including PROTECTED is built to Zone 2 level as defined in the Australian Government's Physical Security Management Guidelines - Security Zones and Risk Mitigation Control Measures, and stored in a Class 'C' security container; or

44.31.2 Classified SECRET is built to Zone 4 level as defined in the Australian Government's Physical Security Management Guidelines - Security Zones and Risk Mitigation Control Measures, and stored in a Class 'B' security container.

44.32 The SRSS Provider's facilities must have the capability of increasing the security Zone to a higher level:

44.32.1 as advised by the Department;

44.32.2 subject to a Protective Security Risk Assessment conducted by the Department; and

44.32.3 certified by the Department's Agency Security Adviser.

44.33 The SRSS Provider must ensure that its Personnel safeguard any keys or passes or other Material detailing access arrangements that are provided to the SRSS Provider for the purposes of this Contract.

44.34 The SRSS Provider must protect any Official Resources it possesses or controls to the same extent as if it were the Department, including ensuring that unauthorised persons cannot access any Official Information.

Notification of breach

44.35 The SRSS Provider must proactively monitor compliance with its Obligations under this clause 44, and Notify the Department immediately if it becomes aware that a Security Incident or potential Security Incident has occurred. If the SRSS Provider provides a Notification to the Department under this clause 44.35, it must:

44.35.1 immediately comply with all directions of the Department in order to address the incident or breach, and ensure it does not occur again;

44.35.2 provide all information requested by the Department in relation to a breach of this clause 44;

44.35.3 take all action necessary to:

(a) eliminate or minimise the impact of such breach or potential breach; and

(b) prevent any repeat of such breach in the future; and

44.35.4 retain evidence and logs regarding the incident to help in determining cause, damage and likely source.

44.36 The SRSS Provider must supply written security reports to the Department in a form and at the times specified in Attachment A (Statement of Requirements) or as otherwise Notified by the Department, including the following information:

44.36.1 all Security Incidents, including steps taken by the SRSS Provider to address these;

44.36.2 perceived security problems;

44.36.3 where appropriate, recommendations for security improvements;

44.36.4 proposed and actual changes of Personnel; and

44.36.5 any other information which the Department

reasonably requires.

Training

44.37 The SRSS Provider must, upon request by the Department, ensure that its Personnel undertake the training specified in Attachment A (Statement of Requirements) or as Notified by the Department.

Department Data and Department Material

44.38 The SRSS Provider must, and must ensure that its Subcontractors and Personnel:

44.38.1 comply with all security requirements applying to Department Data and/or Department Material in respect of access to and use of Department Data and/or Department Material, as specified in this Contract, in addition to any obligation under Law;

- 44.38.2 notify the Department immediately and comply with all directions of the Department if any of them become aware of any contravention of the Department's security requirements in relation to Department Data and/or Department Material;
- 44.38.3 not remove Department Data or allow Department Data to be removed from the Department's premises without the prior written consent of the Department;
- 44.38.4 not take Department Data and/or Department Material or allow Department Data and/or Department Material to be taken outside of Australia, without the prior written consent of the Department; and
- 44.38.5 report to CERT Australia, and the Department, any breaches of ICT system security that do not involve official information.

SECTION H - RISKS

45. DELAY AND EXCUSABLE EVENTS

Notification of delays

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

Extension of time

- 45.2 Without limiting the Parties' Obligations to minimise and manage risk in accordance with the Contract, if the SRSS Provider is delayed in the provision of the Services or Deliverables and the event giving rise to the delay is an Excusable Event, the SRSS Provider may request an extension of time for the provision of the Services or Deliverables for the period the SRSS Provider was delayed or prevented from providing those Services or Deliverables. Where necessary, the parties will utilise the variation procedures in clause 59 if required.
- 45.3 If the Department grants any extension of time (which it may do in its sole discretion), the Parties may vary the Contract in accordance with the variation procedures in clause 59 if required.

Effect of Excusable Event on Performance Measures

- 45.4 An Excusable Event will be taken into account in measuring the SRSS Provider's performance against the Performance Measures specified in Attachment A (Statement of Requirements) only to the extent it affects any applicable Performance Measures.
- 45.5 The SRSS Provider must obtain the Department's approval in writing of a claim that circumstances preventing achievement of a Performance Measure(s) is an Excusable Event, and must provide Notice of the details of the relevant Excusable Event before the Excusable Event may be:
 - 45.5.1 taken into account in calculating the SRSS Provider's performance against a Performance Measure; or
 - 45.5.2 incorporated by the SRSS Provider into the reporting of the SRSS Provider's performance against a Performance Measure.

45.6 Subject to the Department giving written approval of a claim for relief, if the SRSS Provider believes an Excusable Event has prevented (or is preventing) it from achieving a Performance Measure(s), the Department may:

45.6.1 grant an extension of the permissible time for complying with the Performance Measure(s) by the length of the period of prevention directly caused by the Excusable Event; or

45.6.2 if the prevention is ongoing, waive the requirement to comply with that Performance Services for the period of the prevention or grant such other relief as may be appropriate in the circumstances.

46. CONFLICT OF INTEREST

46.1 In this clause 46:

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

46.2 The SRSS Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict that has not been disclosed to the Department exists or is likely to arise in the performance of its Obligations under this Contract by itself or by any of its Personnel.

46.3 The SRSS Provider must not, and must ensure that its Personnel do not, engage in any activity that is likely to give rise to a Conflict.

46.4 The SRSS Provider must arrange for all SRSS Provider Personnel to provide an annual declaration in relation to any Conflicts in a form acceptable to the Department.

46.5 If a Conflict arises, or appears likely to arise, during the Term the SRSS Provider must:

46.5.1 Notify the Department immediately;

46.5.2 make full disclosure of all relevant information relating to the Conflict; and

46.5.3 take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.

46.6 If the SRSS Provider is unable or unwilling to resolve or deal with a Conflict to the satisfaction of the Department, the Department may terminate this Contract in accordance with clause 62.2.2.

47. RISK MANAGEMENT

47.1 The SRSS Provider must, in relation to the performance of the Services:

47.1.1 implement appropriate risk management strategies;

47.1.2 act in accordance with generally recognised best practice risk management standards in its industry;

47.1.3 maintain and upgrade the risk management plan and provide these plans to the Department upon request; and

47.1.4 maintain an appropriate risk register and risk treatment schedule.

- 47.2 The SRSS Provider must comply with any additional risk management measures specified in Attachment A (Statement of Requirements). The SRSS Provider must comply with, and must ensure that all Subcontractors comply with, the SRSS Provider's risk management strategies and plans in the performance of the Services, including any additional requirements under Attachment A (Statement of Requirements).

48. BUSINESS CONTINUITY

- 48.1 The SRSS Provider must, in relation to the performance of the Services:

48.1.1 implement appropriate business continuity strategies;

48.1.2 act in accordance with generally recognised best practice business continuity standards in its industry;

48.1.3 maintain regular backup copies of all software and databases used in provision of the Services;

48.1.4 protect against the introduction of any computer virus or malicious code and against effects of any such virus or malicious code; and

48.1.5 maintain and upgrade the business continuity plan and disaster recovery procedures and plans and provide these plans to the Department upon request.

- 48.2 The SRSS Provider must comply with any additional business continuity measures specified in Attachment A (Statement of Requirements). The SRSS Provider must comply with, and must ensure that all Subcontractors comply with, the SRSS Provider's business continuity strategies and plans in the performance of the Services, including any additional requirements under Attachment A (Statement of Requirements).

49. WARRANTIES

Application of general warranties

- 49.1 The general warranties provided under this clause 49:

49.1.1 will survive the termination or expiry of this Contract; and

49.1.2 are in addition to, do not limit and are not limited by any other warranties provided by the SRSS Provider under this Contract.

SRSS Provider has informed itself

- 49.2 The SRSS Provider warrants, represents and undertakes that:

49.2.1 it has and will be deemed to have done everything possible to inform itself fully and completely as to:

(a) the requirements in this Contract;

(b) the Law and the conditions, risks, contingencies and all other factors which may affect the timing, scope, cost or effectiveness of performing this Contract; and

- (c) all things necessary for delivery and management of this Contract and the performance of the SRSS Provider's Obligations under this Contract;

49.2.2 it enters into this Contract based on its own investigations, interpretations, deductions, information and determinations; and

49.2.3 it does not rely on any representation, warranty, condition or other conduct, information, statement or document which may have been made by the Department or any person purporting to act on behalf of the Department in entering into this Contract, other than an express warranty contained in this Contract.

SRSS Provider's right to grant licences

49.3 The SRSS Provider warrants, represents and undertakes that it has:

49.3.1 the right to grant all licences granted pursuant to this Contract;

49.3.2 will have at the time it provides accommodation to an SRSS Recipient, all necessary rights, title and interests in that accommodation to provide the SRSS Recipient with quiet enjoyment of the accommodation; and

49.3.3 the right or consent of all relevant owners or licensors of all relevant third party rights needed for the provision of the Services.

SRSS Provider's right to enter this Contract

49.4 The SRSS Provider warrants and represents that:

49.4.1 it has the right to enter into this Contract;

49.4.2 it has:

- (a) full corporate power and authority; and

- (b) all rights, title, licences, interests and property necessary,

to lawfully enter into, perform and observe its Obligations under this Contract;

49.4.3 the execution, delivery and performance of this Contract has been duly and validly authorised by all necessary corporate action; and

49.4.4 the SRSS Provider's signing, delivery and performance of this Contract does not constitute:

- (a) a violation of any judgment, order or decree;

- (b) a material default under any agreement which relates in any way to the provision of the Services; or

- (c) an event that would, with notice or lapse of time, constitute such a default.

SRSS Provider skill and quality

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

SRSS Provider's disclosure of proceedings and matters

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

SRSS Provider's compliance with Australian Government Policy

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

Sexual abuse, misconduct or molestation warranty

- 49.8 The SRSS Provider warrants, to the best of its knowledge, that:
- 49.8.1 none of its Personnel have, or have previously had, any complaints against them relating to sexual abuse, misconduct or molestation, or
- 49.8.2 if its Personnel do have had any complaints against them relating to sexual abuse, misconduct or molestation, the SRSS Provider has disclosed those complaints to the Department.
- 49.9 The SRSS Provider must immediately disclose to the Department any complaints against its Personnel relating to sexual abuse, misconduct or molestation.
- 49.10 The SRSS Provider must take such action in relation to Personnel who are the subject of a complaint as is directed by the Department including, where necessary, removing such Personnel from the provision of Services.

Third party warranties

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

Department's right to enter this Contract

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

50. INDEMNITY

- 50.1 The SRSS Provider must at all times indemnify the Department and its Personnel and any SRSS Recipient (those indemnified) from and against any Loss or Liability incurred as a consequence of a Claim (including costs and expenses of defending or settling any Claim referred to above) in connection with;
- 50.1.1 Loss of or damage to property of those indemnified or any other person;
 - 50.1.2 personal injury or death of any person;
 - 50.1.3 Loss incurred in dealing with any Claim against those indemnified including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Department; or
 - 50.1.4 any other Liability owed by those indemnified to any other person,
- arising from or as a consequence of:
- 50.1.5 any act or omission by the Service Provider or its Personnel in connection with this Contract;
 - 50.1.6 any breach by the SRSS Provider of its Obligations or warranties under this Contract;
 - 50.1.7 any incorrect or incomplete provision of data or information whether by input into the Department's IT systems or otherwise;
 - 50.1.8 any unauthorised use or disclosure by the SRSS Provider, or its Personnel, of Personal Information held or controlled in connection with this Contract; or
 - 50.1.9 the use by those indemnified of the Contract Material or Auxiliary Material provided by the SRSS Provider (including in respect of any infringement of Intellectual Property Rights in that Material).
- 50.2 The SRSS Provider's Liability to indemnify those indemnified under clause 50.1 will be reduced proportionately to the extent that any breach of this Contract by those indemnified or any act or omission involving fault on the part of those indemnified contributed to the relevant Liability or Loss.
- 50.3 The right to be indemnified under clause 50.1 is in addition to, and not exclusive of, any other right, power or remedy provided by Law.
- 50.4 This clause 50 will survive seven years from the expiration or termination of this Contract.

Rights held on trust

- 50.5 Where an indemnity in this clause 50 provides a benefit to a person who is not a Party to the Contract (including SRSS Recipients), that benefit will be held on trust for that person by the Department through whom those rights are obtained and that benefit may be exercised by the person as beneficiary under the trust or on their behalf by the Department as trustee.

51. LIABILITY

Contribution

- 51.1 The Liability of a Party (Party A) for any Losses incurred by another Party (Party B) will be reduced proportionately to the extent that:
- 51.1.1 any negligent act or omission of Party B (or of its Subcontractors or Personnel); or
- 51.1.2 any failure by Party B to comply with its Obligations and responsibilities under this Contract,
- contributed to those Losses, regardless of whether legal proceedings are brought by Party A for negligence or breach of this Contract.

52. FINANCIAL UNDERTAKING

- 52.1 Where set out in Item 9 of the Contract Details, the SRSS Provider must, at its expense, provide to the Department, within ten Business Days of the Commencement Date, security in the form of an unconditional and irrevocable banker's undertaking which must be:
- 52.1.1 executed by a financial institution approved by the Department and be stamped (if required);
- 52.1.2 materially in the form of the undertaking appearing at Attachment G (Financial Undertaking), or an alternative form agreed by the Department; and
- 52.1.3 for the sum as set out in Item 9 of the Contract Details.
- 52.2 The Financial Undertaking is for the purpose of ensuring the due and proper performance of this Contract by the SRSS Provider and the Department may (without reference to the SRSS Provider) demand any sum under that banker's security from the financial institution referred to in clause 52.1 in respect of:
- 52.2.1 amounts owed to the Department by the SRSS Provider;
- 52.2.2 damages suffered by the Department and its Personnel as a result of a breach of the Contract by the SRSS Provider; and
- 52.2.3 any Loss suffered by the Department and its Personnel that is the subject of an indemnity under the Contract.
- 52.3 If the Financial Undertaking is subject to a time limit, and the Term of the Contract is extended beyond that time limit, the SRSS Provider must, prior to the commencement of that extension, provide to the Department a further Financial Undertaking in accordance with clause 52.1 for a period that continues for the relevant Term or such longer period as is reasonably requested by the Department.
- 52.4 The Department may terminate this Contract if a properly executed Financial Undertaking is not provided to the Department in accordance with this Contract within 20 Business Days after the date that the Financial Undertaking is required to be provided under clause 52.1 .

53. NOT USED

54. INSURANCE

- 54.1 The SRSS Provider must ensure that in connection with the provision of the Services, the SRSS Provider effects and maintains, or cause to be effected and maintained, insurances of the types and with the minimum limits of indemnity set out in Item 10 of the Contract Details.

Duration of insurance

- 54.2 The SRSS Provider must ensure that each of the insurances required by clause 54.1 is maintained for the Term, except for professional indemnity insurance which must be maintained for at least seven (7) years following the completion of all Services.

Reputable and solvent insurer

- 54.3 The SRSS Provider must ensure that each of the insurances required by clause 54.1 (except statutory insurances) is taken out with reputable solvent insurers licensed and registered with Australian Prudential Regulatory Authority (APRA).

Copies of insurances and certificates of currency

- 54.4 The SRSS Provider must:

54.4.1 on execution of this Contract;

54.4.2 upon request by the Department; and

54.4.3 promptly after each required insurance policy is renewed,

provide proof to the Department that it has insurance required under clause 54.1, by providing to the Department both a copy of the policy (except for statutory insurances) and a certificate of currency in respect of each type of insurance required at Item 10 of the Contract Details.

SRSS Provider's insurance obligations

- 54.5 In relation to the insurance required by clause 54.1, the SRSS Provider must:

54.5.1 give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;

54.5.2 punctually pay or cause to be paid all premiums when due;

54.5.3 comply with and abide by all the terms and conditions of the policies;

54.5.4 not do anything that would entitle the insurers to void, cancel or reduce their liability in respect of any claim;

54.5.5 not cancel, vary or allow any insurance policy to expire without the prior written consent of the Department;

54.5.6 reinstate or cause to be reinstated a policy if it lapses; and

54.5.7 do everything reasonably required to claim and to collect or recover monies due under any policy.

SRSS Provider's notification obligations

- 54.6 The SRSS Provider must notify the Department immediately when the SRSS Provider:

54.6.1 becomes aware of any actual, threatened or likely claim under any of the insurances which the SRSS Provider is obliged to effect and maintain under clause 54.1, which could materially reduce the available limits or involve the Department and must reinstate any reduced limit if required by the Department; or

54.6.2 receives a notice of cancellation in respect of any of the insurances which the SRSS Provider is obliged to effect and maintain under clause 54.1; or

54.6.3 becomes aware that an insurer is subject to investigation by APRA, has failed to comply with any APRA requirements and/or is de-registered from APRA, and if requested by the Department, seek alternative equivalent insurance to replace the insurance held with such an insurer without unreasonable delay.

Subcontractors' insurance

54.7 The SRSS Provider must ensure that all Subcontractors, agents and consultants retained by it to perform work in connection with this Contract are insured as required by clause 54.1, as is appropriate given the nature of the work to be performed by each such Subcontractor (including as to limits of indemnity).

Service Provider's liability not limited

54.8 For the avoidance of doubt the provisions of this clause 54 and Item 10 of the Contract Details are not to be read so as to reduce a party's liability under any other provision of this Contract and compliance by the SRSS Provider with the provisions of this clause 54 and Item 10 of the Contract Details does not limit the SRSS Provider's liability under any other provision of this Contract, at common law, or any other applicable statute.

Changes to limits of indemnity

54.9 The Department may increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 54 and Item 10 of the Contract Details at each renewal date of the relevant insurance by providing three months Notice to the SRSS Provider. The Department shall only increase the limits of indemnity required for the insurances referred to in, or require additional insurances under, this clause 54 where it has obtained an opinion from a reputable insurance broker or otherwise appropriately qualified consultant that an increase is required in order to conform with current prudent insurance practice for a company with a risk profile comparable to the SRSS Provider. The SRSS Provider shall, within 30 days after Notice from the Department to increase or decrease the limits of indemnity required for the insurances referred to in, or change the types of insurances required by, this clause 54, submit a variation to the Contract in accordance with clause 59.

55. DEPARTMENT'S STEP-IN RIGHTS

55.1 Without prejudice to any other right or remedy which the Department may have under the Contract, at common law or under any Law, if a Trigger Event occurs the Department may, at its option, give a Notice (Step-In Notice) to the SRSS Provider.

55.2 A Trigger Event occurs if:

55.2.1 any default or non-performance by the SRSS Provider under this Contract occurs which substantially prevents, hinders, degrades or delays the performance of any critical function of the Department or the SRSS program for more than 48 consecutive hours;

55.2.2 any default or non-performance by the SRSS Provider under this Contract occurs which causes a delay in meeting a milestone that is, in the Department's reasonable opinion, a critical milestone;

55.2.3 in the Department's reasonable opinion there has been:

- (a) substantial non-performance by the SRSS Provider of its Obligations under this Contract including delay;
- (b) gross mismanagement by the SRSS Provider or other event which gives rise to a material risk of a disruption to the provision of the Services under the Contract and the SRSS Provider does not commence to remedy the relevant event within 24 hours of being given Notice by the Department requiring the SRSS Provider to remedy the relevant event or fails to remedy the relevant event within twenty (20) Business Days (or such longer period as agreed by the Department) after being given that Notice; or
- (c) the SRSS Provider seeks to terminate this Contract other than in accordance with its legal rights under the Contract or at Law, or otherwise repudiates or abandons the Contract.

Upon giving Step-In Notice

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

55.3.1 the Department or its nominee may take control of that part or the whole of the provision of the Services in question as is necessary to exercise the step-in rights under this clause and to remedy the Trigger Event;

55.3.2 the Department may obtain similar services elsewhere or make any other arrangements considered necessary by the Department; and

55.3.3 the SRSS Provider must provide all reasonable assistance to the Department or its nominee wherever and however reasonably possible to ensure that the Department is able to take the steps permitted under this clause, including:

(a) the grant of royalty-free licences to the Department to:

- (i) access the relevant part of the SRSS Provider's facilities and use the SRSS Provider's equipment, furnishings and fittings; and
- (ii) use any documentation and software, including Intellectual Property Rights in that documentation and software, or other Material or intellectual property in respect of which the SRSS Provider has the necessary ownership or usage rights, needed for the exercise of the Department's rights under this clause;

(b) providing the Department or its nominee with access to, and the use of, relevant Personnel of the SRSS Provider for no additional Contract Charges; and

(c) ensuring that the Department or its nominee is able to assist the SRSS Provider to continue to meet the SRSS Provider's ongoing Contractual or other Obligations (other than Obligations arising under this Contract) that relate to the SRSS Provider's activities affected by the Step-In Notice, without any Liability accruing to the Department or its nominee in respect of those Obligations (but without limitation to this clause).

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

Cost of exercising Step-In Rights

- 55.5 If the Department exercises its rights under this clause, the Department will be entitled to retain from the Contract Charges an amount equal to its or its nominee's reasonable costs and any necessary capital expenditure (Reasonable Costs) required in exercising those rights and, where appropriate, providing the relevant part of the Services.
- 55.6 If the Reasonable Costs calculated in accordance with clause 55.5 exceed the Contract Charges, the Department or its nominee may recover from the SRSS Provider the difference between the Reasonable Costs and the Contract Charges that would otherwise have been payable to the SRSS Provider for those Services.
- 55.7 The Contract Charges payable by the Department to the SRSS Provider during the period in which the Department exercises its rights under this clause will be the amount payable under the Contract, after taking into account any rights the Department may have to set off, retain or recover the Contract Charges in the Contract, including the Reasonable Costs.

Cessation of Step-In Rights

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

Termination by the Department

- 55.9 If the event giving rise to the Trigger Event has not been remedied or resolved within a period of 40 Business Days from the date that the Step-In Notice was given, or such later date for remedy or resolution agreed to by the Department and the SRSS Provider, the Department may terminate the Contract in accordance with this clause.
- 55.10 If the Contract is terminated in the circumstances referred to in clause 55.9, the SRSS Provider is not entitled to any termination compensation or payment whatsoever, including any payment in relation to the remaining period of this Contract.

Other matters

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

No Liability

- 55.13 The SRSS Provider acknowledges that, subject to clause 55.7, the Department will have no liability to the SRSS Provider, and the SRSS Provider will not be entitled to make any Claim against the Department arising out of or in connection with:
- 55.13.1 any conduct, delay, negligence or breach of duty in the exercise or non-exercise of a right under this clause 55; nor
- 55.13.2 for any Loss which results,

except where it arises from any Wilful Misconduct or any unlawful or negligent act or omission on the part of the Department or its nominee.

- 55.14 The SRSS Provider acknowledges that the Department or its nominee is not under any Obligation to remedy the Trigger Event nor to overcome the risk or mitigate any consequences resulting from the Trigger Event.

SECTION I - ACCESS AND AUDIT

56. BOOKS AND RECORDS

- 56.1 The SRSS Provider must at all times, and must ensure its Subcontractors, maintain full, true, accurate and up-to-date accounts and records relating to this Contract (and keep all receipts and other evidence of expenses). Such accounts and records must:
- 56.1.1 include appropriate audit trails for transactions performed;
 - 56.1.2 record all receipts and expenses in relation to the performance of the Services;
 - 56.1.3 record all other matters on which the SRSS Provider is required to report by this Contract;
 - 56.1.4 be kept in a manner that permits them to be conveniently and properly audited, and enables the Contract Charges and Expenses and any other amounts payable to be determined;
 - 56.1.5 comply with any applicable Australian Accounting Standards; and
 - 56.1.6 be made available to the Department (including by Subcontractors) as required for monitoring and reviewing the performance of the SRSS Provider's Obligations under this Contract, including being available for audit and access in accordance with clauses 57 and 58 (and such information may be requested to be provided to substantiate any invoice submitted by the SRSS Provider).
- 56.2 The SRSS Provider must securely retain, and require its Subcontractors to securely retain, for a period of seven years after termination or expiration of this Contract, all accounts and records referred to in clause 56.1 or such a longer period as is otherwise required by Law.
- 56.3 The SRSS Provider must comply with any reasonable directions from the Department with respect to any applicable Commonwealth, State or Territory Laws relating to archival requirements.
- 56.4 The SRSS Provider must bear its own costs of complying with this clause 56.
- 56.5 If the SRSS Provider has custody, control or possession of Commonwealth records, the SRSS Provider must comply with the *Archives Act 1983* (Cth) to the extent applicable to those records.
- 56.6 This clause 56 applies for the Term and for a period of seven (7) years from the termination or expiry of this Contract.

57. ACCESS TO PREMISES AND AUDITS

- 57.1 The SRSS Provider must allow:
- 57.1.1 the Departmental Representative(s);

- 57.1.2 the Australian National Audit Office (including the Auditor-General or his or her delegate);
- 57.1.3 the Privacy Commissioner or his or her delegate;
- 57.1.4 the Australian Information Commissioner or his or her delegate;
- 57.1.5 the Commonwealth Ombudsman or his or her delegate; and
- 57.1.6 other persons authorised by the Departmental Representative(s),

(each an **Authorised Investigator**) to access the SRSS Provider's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the SRSS Provider's possession or control as set out in this clause 57, for purposes associated with the Contract or any review of performance under the Contract including:

- 57.1.7 the SRSS Provider's operational practices and procedures as they relate to this Contract, including security procedures and financial management practices (including management of any public money);
 - 57.1.8 the accuracy of the SRSS Provider's invoices, receipts and reports in relation to the provision of the Services under this Contract;
 - 57.1.9 the SRSS Provider's compliance with its confidentiality, privacy Obligations and security Obligations under this Contract;
 - 57.1.10 material (including books and records) in the possession of the SRSS Provider relevant to the Services or Contract; and
 - 57.1.11 any other matters determined by the Authorised Investigator to be relevant to the this Contract.
- 57.2 The SRSS Provider must provide full and accurate answers to any questions regarding records or information related to this Contract.
- 57.3 The rights referred to in clause 57.1 are subject to:
- 57.3.1 the provision of reasonable prior Notice to the SRSS Provider;
 - 57.3.2 compliance with the SRSS Provider's reasonable security procedures;
 - 57.3.3 each Party bearing its own cost arising out of or in connection with any access or inspection; and
 - 57.3.4 if appropriate, execution of a Confidentiality Deed relating to nondisclosure of the SRSS Provider's Confidential Information.

Access by the Authorised Investigator

- 57.4 The Authorised Investigator may:
- 57.4.1 access the premises of the SRSS Provider to the extent relevant to the performance of this Contract;

57.4.2 require the provision by the SRSS Provider and its Personnel, of records and information in a data format and storage medium accessible by the Authorised Investigator by use of the Authorised Investigator's existing computer hardware and software;

57.4.3 inspect and copy documentation, books and records, however stored, in the custody or under control of the SRSS Provider or its Personnel; and

57.4.4 require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Authorised Investigator, and any inquiry conducted by Parliament or any Parliamentary committee.

57.5 The SRSS Provider must provide access to the SRSS Provider's computer hardware and software to the extent necessary for the Authorised Investigator to exercise its rights under this clause 57 and provide the Authorised Investigator with any reasonable assistance requested by the Authorised Investigator to use that hardware and software.

Conduct of audit and access

57.6 The Authorised Investigator must use reasonable endeavours to ensure that:

57.6.1 audits performed pursuant to clause 57; and

57.6.2 the exercise of the general rights granted by this clause 57 by the Authorised Investigator,

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

Independent Financial Audits

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

57.7.1 a financial report covering the previous financial year;

57.7.2 a written statement signed by an authorised officer of the SRSS Provider that the terms and conditions of the Contract have been complied with; and

57.7.3 a written statement signed by an independent auditor certifying that the financial reports required are based on proper accounts and those records are in agreement with those accounts and records.

No reduction in responsibility

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

No restriction

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

57.9.1 Australian National Audit Office (including the Auditor -General or his or her delegate);

57.9.2 Privacy Commissioner or his or her delegate;

57.9.3 Australian Information Commissioner or his or her delegate; or

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

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

Costs

57.10 Except as set out in clause 57.11, each Party must bear its own costs of any reviews and/or audits.

57.11 If the SRSS Provider is able to substantiate that it has incurred direct expenses in the Department's exercise of the rights granted under this clause 57 which, having regard to the value of this Contract, are substantial, the Department and the SRSS Provider may negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and must be substantiated.

57.12 The SRSS Provider must ensure that any Subcontract contains an equivalent clause granting the rights specified in this clause 57.

57.13 This clause 57 applies for the Term and for a period of seven years from the date of expiration or termination of the Contract.

58. ADDITIONAL ACCESS TO DOCUMENTS

58.1 This clause 58 applies and the SRSS Provider acknowledges that this Contract is a Commonwealth contract.

58.2 If the Department receives a request for access to a document created by, or in the possession of, the SRSS Provider or any Subcontractor that relates to the performance of this Contract (but not to the entry into this Contract), the Department may at any time by giving Notice require the SRSS Provider to provide the document to the Department and the SRSS Provider must, at no additional cost to the Department, promptly comply with the Notice but in any event no later than 14 days from the date of receipt of the Department's request.

58.3 The SRSS Provider must include in any Subcontract provision that will enable the SRSS Provider to comply with its Obligations under this clause 58.

58.4 This clause 58 survives the expiration or termination of this Contract.

SECTION J - CHANGES TO THE CONTRACT, DISPUTES AND TERMINATION

59. VARIATION OF THIS AGREEMENT

59.1 No variation of this Contract will be of any force or effect unless it is in writing and signed by the Parties.

59.2 Unless a provision of this Contract expressly provides otherwise, the Parties must follow the processes in Attachment D (Contract Change Process) if either Party wishes to vary the Contract.

59.3 Any changes to the Contract Charges and Expenses associated with a variation of this Contract must:

59.3.1 not exceed any reasonable additional cost; and

59.3.2 take fully into account any reduction in cost.

59.4 No proposed changes to any Contract Charges or Expenses are payable by the Department until those Contract Charges and Expenses have been agreed in accordance with this Contract.

- 59.5 Any variation to this Contract takes effect from the date on which the Parties execute the necessary document to implement that change unless another date for commencement of the variation is specified in that document.

60. DISPUTE RESOLUTION

- 60.1 For any dispute arising under the Contract, the Parties agree that its representatives will, at all times, act with complete propriety, fairly and in accordance with the highest professional standards. Both Parties agree to deal with Claims promptly, not causing unnecessary delay and act ethically and cooperatively to resolve disputes.
- 60.2 For any dispute arising under the Contract both the SRSS Provider and the Department agree to comply with clause 60.2.1 to 60.2.6 sequentially:
- 60.2.1 Both Parties will nominate Dispute Managers who will try to settle the dispute by direct negotiation.
- 60.2.2 If not resolved within five (5) Business Days, the Party claiming that there is a dispute under this Contract will give the other Party a Notice setting out the nature of the dispute and propose a solution. The date the dispute Notice is issued will be the Notice Date.
- 60.2.3 Within ten (10) Business Days of the Notice Date, each Dispute Manager will nominate a more senior representative (Representative) for each party who has not had prior direct involvement in the dispute. Unless the proposed solution is acceptable to both Representatives, the Representatives will meet within ten (10) Business Days of the Notice Date and try to settle the dispute by direct negotiation.
- 60.2.4 Failing settlement within twenty (20) Business Days of the Notice Date, unless the Parties agree to continue the mediation process for a further period agreed by the Parties, the Department will, without delay, refer the dispute to an appropriately qualified mediator agreed by the Representatives. If the Parties are not able to agree on a mediator, the Department will refer the dispute to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within thirty (30) Business Days of the Notice Date or such other period as agreed by the Parties.
- 60.2.5 For the mediation process, both Parties agree to appoint nominees who are available to attend the mediation as a priority activity and have the authority to bind the relevant Party. The nominees must act in good faith to genuinely attempt to resolve the dispute.
- 60.2.6 If the dispute is not resolved within sixty (60) Business Days of the Notice Date, either the SRSS Provider or the Department may commence legal proceedings or, by agreement, continue the mediation process for a period agreed by the Parties.
- 60.3 The costs of a mediator will be shared equally between the Parties (50/50%). The Department and the SRSS Provider will otherwise each bear their own costs associated with the dispute resolution.
- 60.4 Despite the existence of a dispute, the SRSS Provider will (unless requested in writing by the Department not to do so) continue its performance under the Contract.
- 60.5 This procedure for dispute resolution does not apply to any action relating to clause 61 or to legal proceedings for urgent interlocutory relief.

Survival

- 60.6 This clause 60 survives termination of this Contract.

61. CHANGE OF CONTROL OF THE SRSS PROVIDER

- 61.1 Subject to clause 61.2, the SRSS Provider shall seek the Department Representative's prior written consent to any proposed Change of Control by providing Notice to the Department at least 15 Business Days before the proposed Change of Control is to occur.
- 61.2 If a Change of Control occurs as a result of a transfer of shares or other interests listed on a recognised stock exchange and the consent of the Department Representative could not have been obtained in accordance with clause 61.1, the SRSS Provider shall seek that consent by providing Notice to the Department within five (5) Business Days after the Change of Control.
- 61.3 In any Notice given to the Department seeking consent to a Change of Control, the SRSS Provider shall include the following details:
- 61.3.1 the ownership and management arrangements of the SRSS Provider that were in place immediately before the change or, if the change has yet to occur, that were in place at the time the SRSS Provider became aware of the prospective change;
- 61.3.2 the ownership and management arrangements of the SRSS Provider that have been or will be put in place as a consequence of the change or, if the change has yet to occur, that the SRSS Provider reasonably expects to be put in place if the change occurs;
- 61.3.3 the impact (if any) that the change has had on the SRSS Provider's ability to meet its Obligations under the Contract or, if the change has yet to occur, that the SRSS Provider reasonably expects the change to have on that ability; and
- 61.3.4 the steps the SRSS Provider has taken or proposes to take to minimise the impact of the change or prospective change.
- 61.4 If there is a Change of Control and the Department Representative does not consent to the Change of Control, then the Department may:
- 61.4.1 give the SRSS Provider a notice of termination under clause 62.2.2; or
- 61.4.2 agree not to give the SRSS Provider a notice of termination under clause 62.2.2, subject to the SRSS Providers providing further information, giving specified undertakings, or executing further agreements (including a variation), as may be required by the Department.
- 61.5 Nothing in this clause 61 requires the SRSS Provider to act in a manner inconsistent with its obligations under the *Corporations Act* 2001 (Cth) or equivalent laws and regulations in a foreign jurisdiction.

62. TERMINATION FOR DEFAULT

- 62.1 If the SRSS Provider fails to perform any Obligation under this Contract, the Department may (without limitation to any other remedy available at Law):
- 62.1.1 if it considers that the failure is not capable of remedy – terminate this Contract immediately by Notice; or
- 62.1.2 if it considers that the failure is capable of remedy – give Notice requiring that the failure to be remedied within the time specified in the Notice and, if the failure is not remedied within that time, terminate this Contract immediately by giving a second Notice.

- 62.2 The Department may also, by Notice, terminate this Contract immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if:
- 62.2.1 the SRSS Provider suffers an Insolvency Event (except to the extent that a termination under this clause 62.2.1 is prevented by law); or
 - 62.2.2 this Contract otherwise provides for an immediate termination.
- 62.3 The SRSS Provider must Notify the Department immediately if:
- 62.3.1 the SRSS Provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the SRSS Provider which may have an adverse effect on the ability of the SRSS Provider to perform its Obligations under this Contract;
 - 62.3.2 the SRSS Provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - 62.3.3 the SRSS Provider ceases to carry on business;
 - 62.3.4 the SRSS Provider ceases to be able to pay its debts as they become due; or
 - 62.3.5 the SRSS Provider being a company enters into liquidation or has a controller or managing controller or liquidator or administrator appointed.

63. TERMINATION FOR CONVENIENCE

- 63.1 The Department may, at any time by Notice, terminate this Contract or reduce the scope of the Services immediately, for any reason (including if there is a reduction in demand for the Services or number of SRSS Recipients).
- 63.2 Upon receipt of a Notice of termination or reduction, the SRSS Provider agrees to:
- 63.2.1 stop (or reduce) work as specified in the Notice;
 - 63.2.2 take all available steps to minimise Loss resulting from that termination or reduction; and
 - 63.2.3 continue work on any part of the Services not affected by the Notice.
- 63.3 If there has been a termination or a reduction in scope under clause 63.1, the Department will be liable only:
- 63.3.1 to pay any Contract Charges or Expenses relating to those parts of the Services completed before the effective date of termination or the reduction in scope; and
 - 63.3.2 to reimburse any expenses reasonably and unavoidably incurred by the SRSS Provider and directly attributable to the termination or reduction where the SRSS Provider substantiates these amounts to the satisfaction of the Departmental Representative(s).
- 63.4 The Department is not liable to pay compensation under clause 63.3 in an amount which would, in addition to any amounts paid or due or becoming due to the SRSS Provider under this Contract, together exceed the Contract Charges and Expenses payable under this Contract.
- 63.5 Where there has been a reduction in the scope of the Services, the Department's Liability to pay the ongoing Contract Charges or Expenses under this Contract will, unless there is agreement in writing to the contrary, abate in accordance with the reduction in the

Services and will in no circumstances exceed the Contract Charges and Expenses that would have been payable under this Contract but for the reduction in scope.

- 63.6 If there has been a termination or a reduction in scope under clause 63.1, the SRSS Provider will not be entitled to compensation for Loss of prospective profits or any consequential or indirect Losses.

SECTION K - GENERAL

64. COMPLIANCE WITH LAWS AND POLICIES

General

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

Offences under Criminal Code Act

- 64.4 The SRSS Provider acknowledges and agrees that:
- 64.4.1 any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing the Services may be an offence under Part 10.7 of the Criminal Code;
- 64.4.2 the giving of false and misleading information to the Department or its Personnel may be an offence under Division 137 of the Criminal Code; and
- 64.4.3 the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than to a person to whom the SRSS Provider is authorised to publish or disclose the fact or document) may be an offence under Part 5.6 of the Criminal Code Act 1995 (Cth).

65. NOT USED

66. NOTICES

- 66.1 A Notice, Request or other communication must be given in writing and dealt with as follows:
- 66.1.1 if given by the SRSS Provider to the Department - addressed and forwarded to the Department, for the attention of the Departmental Representative(s) at the address indicated in Item 11 of the Contract Details or as otherwise Notified by the Departmental Representative(s).
- 66.1.2 if given by the Department to the SRSS Provider - signed by the Departmental Representative(s) and forwarded to the SRSS Provider at the address indicated

at Item 11 of the Contract Details or as otherwise Notified by the SRSS Provider Representative.

- 66.2 Any such Notice, Request or other communication must be delivered by hand or sent by pre-paid security post, facsimile or email, to the address of the Party to which it is sent.
- 66.3 Any Notice, Request or other communication will be deemed to be received:
- 66.3.1 if delivered personally, on the date of delivery;
- 66.3.2 if sent by pre-paid security post, on the day that the acknowledgment of delivery is completed by the recipient;
- 66.3.3 if transmitted electronically before 5:00pm on any Business Day, on that Business Day, or if after 5:00pm, on the following Business Day, provided the Sender does not receive a transmission error report or 'out-of-office' type notification.

67. PROTECTION OF THE DEPARTMENT'S REPUTATION

Logos and branding

- 67.1 The SRSS Provider must not use the Department's logo without obtaining the Department's prior written approval in accordance with clause 75.
- 67.2 If the Department approves the use of the Department's logo on a publication, the SRSS Provider must:
- 67.2.1 comply with the Australian Government Branding Guidelines as amended from time to time (available at www.dpmc.gov.au);
- 67.2.2 comply with any directions issued by the Department;
- 67.2.3 ensure that the Department's logo has prominence over and above other images, including any logo for the SRSS Provider; and
- 67.2.4 ensure that the Department's logo meets minimum size requirements and is not altered or distorted.

Acknowledgement of Department support

- 67.3 In this clause 67, 'Approved Branding Wording' means the wording identified in clause 67.4.
- 67.4 The SRSS Provider may acknowledge the Department's involvement in the SRSS program by using the following wording:
- 67.4.1 'Supported by the Australian Government Department of Home Affairs through the SRSS program.';
- 67.4.2 'Funded by the Australian Government Department of Home Affairs through the SRSS program.';
- 67.4.3 'Part-funded by the Australian Government Department of Home Affairs through the SRSS program.';
- or such other wording as may be Notified by the Department in writing to the SRSS Provider for the purpose of this clause 67.4.

- 67.5 If the SRSS Provider proposes using wording that departs from the Approved Branding Wording, it must submit a written Request and sample to the Department for approval prior to use.

Public comment

- 67.6 The SRSS Provider must not, and must ensure that its Personnel do not, make or permit any public announcement or communication in connection with:

67.6.1 this Contract;

67.6.2 any matter or transaction that this Contract deals with; or

67.6.3 the Department,

without obtaining prior approval from the Department, except as required to comply with the Law or the requirements of any regulatory body.

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

Survival

- 67.8 This clause 67 survives the expiration or termination of this Contract.

68. ASSIGNMENT AND NOVATION

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

69. RELATIONSHIP OF THE PARTIES

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

70. WAIVER

- 70.1 A waiver by either Party in respect of any breach of a condition or provision of this Contract will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision.
- 70.2 A single or partial exercise by a Party of any right or remedy it holds under this Contract or at Law does not prevent the Party from exercising the right again or to the extent it has not fully exercised the right.
- 70.3 A waiver of any provision of or right under this Contract:
- 70.3.1 must be in writing signed by the Party entitled to the benefit of that provision or right; and

70.3.2 is effective only to the extent set out in any written waiver.

71. GOVERNING LAW AND JURISDICTION

- 71.1 This Contract is governed by the law specified in Item 12 of the Contract Details and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

72. PROPORTIONATE LIABILITY EXCLUDED

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

73. ENTIRE AGREEMENT

- 73.1 This Contract records the entire agreement between the Parties in relation to its subject matter it deals with. No Party can rely on an earlier agreement, or anything said or done by another Party or by a director, officer, agent or employee of that Party before the Commencement Date.

74. SEVERABILITY

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

75. APPROVAL

- 75.1 Where this Contract contemplates that the Department may agree, approve or consent to something then (unless a contrary intention appears):

75.1.1 the agreement, approval or consent, must be in writing;

75.1.2 the Department may agree, approve, consent, or not agree, approve or consent; and

75.1.3 the Department may place conditions on its agreement, approval or consent and the SRSS Provider must comply with those conditions.

76. COSTS

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

77. COUNTERPARTS

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

EXECUTION

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

.....
 Signature of Witness

.....
 Signature of delegate

.....
 Name of Witness (print)

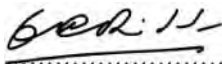
.....
 Name of delegate (print)

.....
 Date

.....
 Position of delegate (print)

.....
 Date

SIGNED on behalf of Life Without)
 Barriers, in accordance with s 127 of the)
Corporations Act 2001 (Cth):)
)



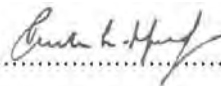
Signature of Director

Gregory Ridder

.....
 Print name of Director

30 May 2023

.....
 Date



Signature of Director/Company Secretary

Paula Head

.....
 Print name of Director/Secretary

30 May 2023

.....
 Date



Australian Government

Department of Home Affairs

DEED OF VARIATION No. 2

BETWEEN

DEPARTMENT OF HOME AFFAIRS

AND

LIFE WITHOUT BARRIERS

ABN 15 101 252 171

DEED OF VARIATION

This Deed is made on **11 April 2024**

Between

THE COMMONWEALTH OF AUSTRALIA, represented by the **Department of Home Affairs**, of 6 Chan St., Belconnen, ACT 2617 and ABN 33 380 054 835 (the **Department**)

and

LIFE WITHOUT BARRIERS, of 352 King Street, Newcastle, NSW 2300 and ABN 15 101 252 171 (the **Contractor**)

RECITALS:

- A. The Department and the Contractor entered into a contract dated 3 January 2023 for the provision of Status Resolution Support Services (the **Contract**).
- B. The Contract has previously been varied by the Parties as follows:
 - (i) Deed of Variation No.1 dated 5 June 2023.
- C. The Department and the Contractor have agreed to vary the certain rights and obligations in the Contract in accordance with the provisions of this Deed of Variation (No. 2) (the **Deed**).

IT IS AGREED:

1. Defined terms and interpretation

- 1.1. This Deed is interpreted and adopts the definitions as specified in the Contract, except where the contrary intention is expressed.
- 1.2. Headings are for ease of reference only and do not affect interpretation.

2. Variation to the Contract

- 2.1. The Contract is varied with effect on and from 11 April 2024 as follows:

- (a) Clause 18.2(a) (IT Security Audits) in Attachment A (Statement of Requirement) is deleted and replaced with:

The SRSS Provider must engage an appropriately certified independent auditor to complete an IT security audit every two (2) years from the Commencement Date, and provide audit reports and compliance statements to the Department, as per the SRSS Provider IT Security Audit Controls (refer to the Annexure E). The SRSS Provider must

bear all costs of the independent auditor. The 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:

- (i) Certified Information Systems Auditor (CISA);
- (ii) Information Security Registered Assessors Program (IRAP);
- (iii) ISO 27001 Lead Auditor; or
- (iv) an equivalent IT audit certification.

(b) Attachment A (Statement of Requirement) is replaced in its entirety with the version set out at Annex A to this Deed;

(c) Attachment B (Contract Charges and Expenses) is replaced in its entirety with the version set out at Annex B to this Deed;

(d) In Attachment I (Glossary):

- (i) A new definition of “Case Assessment Clinical Team” is inserted as follows:

Case Assessment Clinical Team	means a team of clinical health Personnel, such as psychologists and other allied health professionals employed by the SRSS Provider to assist case management assessment of Recipient needs.
--------------------------------------	---

- (ii) The definition of “Expenses” is deleted and replaced with the following:

Expenses	means: (a) any expenses incurred by the SRSS Provider on behalf of the Department or a particular SRSS Recipient which are reimbursable by the Department to the SRSS Provider in accordance with, Attachment B (Contract Charges and Expenses); and (b) Security Costs.
-----------------	---

- (iii) A new definition of “NZYQ Affected Cohort” is inserted as follows:

NZYQ Affected Cohort	means Recipients and related persons who were released from Immigration Detention or prison/jail or as otherwise specified following
-----------------------------	--

	an Order of the High Court of Australia on 8 November 2023 by reason of there having been and continuing to be no real prospect of their removal from Australia becoming practicable in the reasonably foreseeable future.
--	--

(iv) A new definition of “Security Costs” is inserted as follows:

Security Costs	means the Cost to the SRSS Provider of obtaining location-based physical and/or asset security services, including from Subcontractors, for the SRSS Provider.
-----------------------	--

(v) A new definition of “Establishment Costs for the Case Assessment Clinical Team” is inserted as follows:

Establishment Costs for the Case Assessment Clinical Team	means the reasonable costs incurred by the Service Provider within 12 months of 11 April 2024 to: • develop and implement the governance framework, including policies, procedures and processes; • recruit staff and undertake staff induction and training; and • establish and implement professional supervision and clinical assessment tools, for establishment of the Case Assessment Clinical Team.
--	---

(vi) A new definition of “Operating Costs for the Case Assessment Clinical Team” is inserted as follows:

Operating Costs for the Case Assessment Clinical Team	means the reasonable costs incurred by the Service Provider within 12 months of 11 April 2024 to: • deliver clinical assessments and support SRSS case management of complex cases; • manage ongoing employment of Case Assessment Clinical Team staff; • manage governance arrangements; • manage professional supervision; and • maintain clinical assessment tools and associated program management and administration,
--	--

	for establishment of the Case Assessment Clinical Team.
--	---

- 2.2. Except as amended in clause 2.1 above, the terms and conditions of the Contract remain unaltered.

3. Miscellaneous

- 3.1. Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.
- 3.2. Each Party must pay its own costs in relation to negotiation, finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.
- 3.3. This Deed may be executed in counterparts. All executed counterparts constitute one document.
- 3.4. This Deed is to be construed in accordance with, and governed by, the laws of the Australian Capital Territory.

EXECUTED as a Deed

Executed as a Deed by the Commonwealth of Australia represented by the Department of Home Affairs by its duly authorised delegate in the presence of:

s. 22(1)(a)(ii) 5/4/24.
Signature of witness and date signed

s. 22(1)(a)(ii) _____
Signature of delegate

s. 22(1)(a)(ii) _____
Name of witness (print)

Jaycob McMahon
Name of delegate (print)

5/4/2024.
Date

FAs Character Cancellation + Case Resolution
Position of delegate (print)

Executed as a Deed by Life Without Barriers in accordance with section 127 of the Corporations Act 2001 (Cth):

Greg Ridder
Signature of Director

Paula Head
Signature of ~~Company~~ Company Secretary
(Please delete as applicable)

Greg Ridder
Name of Director (print)

Paula Head
Name of ~~Director~~ Company Secretary (print)

11th April 2024
Date

11th April 2024

ATTACHMENT A - (STATEMENT OF REQUIREMENTS)

SECTION 1 – OVERVIEW OF STATUS RESOLUTION SUPPORT SERVICES (SRSS)

1. PURPOSE OF THIS STATEMENT OF REQUIREMENTS

1.1 Overview

- (a) The purpose of this Statement of Requirements is to describe tasks, objectives, outcomes and requirements that must be met by the SRSS Provider to provide all Services in an integrated fashion in the Contract Region(s) for which the SRSS Provider has been selected.
- (b) The SRSS Provider, when referring to the description of the Services in this Statement of Requirements, must also refer to the Contract, the SRSS Program Procedural Instruction (PI), SRSS Provider Operational Procedures and other referenced documents, as applicable.

1.2 General Requirements

- (b) This Statement of Requirements sets out the following:
 - (i) the objective of the SRSS Program and the Department's goals, critical success factors and principles to guide the Services to be provided by the SRSS Provider;
 - (ii) a description of SRSS Recipients, including the categories and eligibility of SRSS Recipients who the Department may refer to the SRSS Provider;
 - (iii) the resources, skills and expertise that must be provided by the SRSS Provider in the delivery of the Services; and
 - (iv) specific requirements for the Services (including Performance Measures) that must be achieved by the SRSS Provider.
- (c) This Statement of Requirements sets out the obligations that the SRSS Provider must meet in performing the Services. The SRSS Procedural Instruction (PI) provides a detailed description of the required Services, including any process that must be followed. Together they set the standards to which the Services must be performed and any limitations or restrictions that may apply to the Services.

2. SRSS SERVICE PROVIDER OBJECTIVE & GOALS

2.1 Objective

- (a) The objective of the SRSS Providers is to deliver appropriate support to people engaging with the Department to resolve their immigration status.

2.2 Goals

- (a) The goals for SRSS Providers are:
 - (i) to deliver a quality service that is consistent with Government policy and that balances the SRSS Recipient's needs, the Department's Duty of Care (where relevant), and the need to resolve the SRSS Recipient's immigration status; and
 - (ii) demonstrable and continuing value for money for the Commonwealth.

3. SRSS PROVIDER OBLIGATIONS

3.1 Overview

(a) The SRSS Provider must provide the Services:

- (i) in accordance with, and so as to meet all the requirements specified in the Contract, this Statement of Requirements and the SRSS Program principles;
- (ii) in the Contract Region(s) specified in the Contract and this Statement of Requirements;
- (iii) for all Recipients referred by the Department (within the capacity agreed between the Department and the SRSS Provider);
- (iv) to meet the individual needs of each Recipient in a manner that is consistent with this Statement of Requirements; and
- (v) using an organisational and resource structure that can readily adapt to changing Recipient numbers and changing Service requirements.

(b) Without limiting its Obligations under the Contract or this Statement of Requirements, the SRSS Provider must, when delivering the Services:

- (i) ensure that all requirements for SRSS to be provided to Recipients described, or referred to, in the Contract are performed as part of the Services, even if they are not described as "Services"
- (ii) ensure that Carers, Case Workers and Independent Observers and all other SRSS Personnel comply with any Obligations, which includes complying with Laws and undertaking appropriate checks as specified in the Contract and this Statement of Requirements;
- (iii) meet any requirements that the Contract and this Statement of Requirements indicates may be imposed on the SRSS Provider by the Department;
- (iv) meet the Performance Measures for the Services specified in this Statement of Requirements;
- (v) comply with the governance, communication and reporting requirements (including using departmental systems) specified in this Statement of Requirements; and
- (vi) comply with any direction given by the Department in connection with the Services, including, without limitation, about the application of the SRSS program to Recipients.

(c) In this Statement of Requirements:

- (i) if an Obligation is expressed to apply to the Personnel of the SRSS Provider, the SRSS Provider must ensure that the Obligation is achieved;
- (ii) if the Statement of Requirements provides that the Department may require or request the SRSS Provider to take any action, the SRSS Provider must comply with that requirement or request; and
- (iii) if this Statement of Requirements specifies that a Deliverable or a task is subject to the Department's approval, the SRSS Provider must obtain that

approval before implementing that Deliverable or performing that task and must comply with any condition of the approval.

3.2 Service Delivery Principles

- (a) The SRSS Provider must perform the services in a manner that is consistent with the following service delivery principles:
 - (i) Recipients are actively encouraged to engage with the Department to resolve their immigration status and to support themselves;
 - (ii) Services align with eligibility criteria, and are determined by immigration status, circumstance and risk;
 - (iii) Services are delivered in a professional, culturally appropriate, consistent, flexible and integrated way, with special care taken to ensure the best interests and needs of children are taken into consideration;
 - (iv) Services are delivered in a manner which actively supports departmental messaging regarding status resolution, including, where appropriate, departure from Australia;
 - (v) Recipients are encouraged to be accountable and responsible for their actions;
 - (vi) Recipients are involved in identifying and addressing their needs and barriers to status resolution;
 - (vii) Services build on Recipient's strengths to achieve independence in order to support status resolution; and
 - (viii) The cultural and religious diversity of Recipients is respected.

3.3 Flexibility and Scalability of Services

- (a) Without limiting its Obligations under the Contract or this Statement of Requirements, the SRSS Provider must perform the Services in a manner that is:
 - (i) adaptable to and readily accommodates changes in Government policy during the Contract Term to ensure that the Services are delivered in accordance with Government policy;
 - (ii) appropriate to the individual needs of each Recipient;
 - (iii) adaptable to and readily accommodates changes in Recipient numbers (which may significantly increase or decrease during the Contract Term); and
 - (iv) supporting Recipients to actively resolve their immigration status.

3.4 Critical Success Factors

- (a) Critical success factors must be consistently achieved in order for the SRSS program to be delivered successfully. Critical success factors are that SRSS Providers:

- (i) assist Recipients to actively engage with the Department to resolve their immigration status through the grant of a visa or departure from Australia;
- (ii) are able to scale up or down the Services to meet departmental requirements without compromising the quality of Services provided;
- (iii) are able to adapt to and readily accommodate changes in Government policy, including aligning with change in program settings and adapting to increased complexity in Recipient needs;
- (iv) deliver Services in a manner consistent with the program intent, objectives and principles and with the obligations under the Contract and the SRSS Program Procedural Instruction (SRSS PI);
- (v) effectively manage the interface between the Department and Recipients; and
- (vi) provide services at affordable costs that represent value for money for the Commonwealth, whilst focusing on the continual care and wellbeing of Recipients.

4. STATUS RESOLUTION SUPPORT SERVICES (SRSS) PROGRAM

OVERVIEW 4.1 Overview

- (a) SRSS providers must perform the Services in a manner that is consistent with the SRSS Program Intent, Objectives and Principles.

4.2 SRSS Program Intent

- (a) The SRSS program provides targeted short-term support to Recipients while they actively engage with the Department to resolve their immigration status, either through the grant of a substantive visa or departure from Australia.

4.3 Program Objectives

- (a) The objectives of the SRSS program are to:
 - (i) encourage the independence and confidence of Recipients to engage in the status resolution process;
 - (ii) manage risk to the Recipient, the community and the integrity of the migration program;
 - (iii) enable the Department to act consistently with domestic and international obligations including health, welfare and education of children;
 - (iv) deliver services that align with SRSS policy intent, are flexible and in line with the Recipient's eligibility and needs;
 - (v) provide appropriate and targeted support for the shortest practical timeframe.

4.4 Program Principles

- (a) The intent and objectives of the SRSS program are supported through the following principles:
 - (i) The SRSS program is not a social welfare program;
 - (ii) Individuals with work rights are expected to support themselves and their family;
 - (iii) Individuals with adequate income or assets will not receive support;
 - (iv) Services are focused on overcoming barriers and contributing to status resolution outcomes;
 - (v) Recipients are required to engage with the Department and participate in the resolution of their immigration status;
 - (vi) Support services should not exceed levels provided for low-income Australian citizens or permanent residents;
 - (vii) Services are provided for the shortest practicable timeframe;
 - (viii) Services cease when no longer required or when the Recipient's immigration status is resolved;
 - (ix) Recipient eligibility is regularly re-assessed, at a minimum every 12 months; and
 - (x) All actions and decisions undertaken by the Department that affect a child should treat the best interests of the child as a primary (but not the sole) consideration where there is scope to do so.

4.5 Program Structure

- (a) The SRSS program provides services to non-citizens (lawful and unlawful) while their immigration status is being resolved. These include (without limitation):
 - (i) Unaccompanied Minors (UAMs) in Alternative Places of Detention (APOD);
 - (ii) families, UAMs and adults in Residence Determination (also known as community detention) arrangements; and
 - (iii) individuals and families seeking to engage Australia's protection obligations who have made a valid protection visa application.
- (b) Services provided depend on the individual's or family's status and needs. The types of support that may be provided or facilitated under the SRSS program include: financial assistance, accommodation, access to health care, access to education for school and preschool aged children, case worker support and case management.
- (c) Tiered services are provided to address barriers that may impede an individual's ability to achieve a status resolution outcome, namely the grant of a substantive visa or departure.

4.6 Regional Model

- (a) The SRSS program will be delivered through a regional model. **Table 1** below lists the Contract Regions:

Table 1 – Contract Regions

Contract Region	States and Territories within Contract Region
Region 1	New South Wales
	Australian Capital Territory
Region 2	Victoria
	Tasmania
Region 3	Queensland
	Northern Territory
Region 4	Western Australia
	South Australia
Region 5	Christmas Island

(b) The SRSS Provider must perform all of the Services within each Contract Region(s) identified in the Contract Details, including:

- (i) every Alternative Place of Detention, including those that are an Immigration Detention Facility within the region;
 - (ii) every capital city within the region; and
 - (iii) any regional area within the region.
- (e) Recipients under Residence Determination and UAMs in APODs are generally located in metropolitan areas at specified locations. Band 5 and Band 6 Recipients can generally live freely within the community and may be located in metropolitan or regional areas.
- (f) Occasionally, the Department may establish new facilities, change the Recipient cohorts in a facility or change the designation of a facility. In such circumstances, the Department will communicate the intention to make changes at a facility to the SRSS Provider in the relevant Contract Region. The SRSS Provider must provide Services at any new or redesignated facility within the applicable Contract Region.

5. SRSS RECIPIENTS AND ELIGIBILITY

5.1 Overview of Bands

(a) Approved Recipients of SRSS are placed into “Bands” dependent on their circumstances or needs. Circumstances include: age, family composition, vulnerabilities and immigration status.

- (i) **Band 1** — Unlawful non-citizen, unaccompanied minors (UAMs) who are legally detained under the Migration Act in an Alternative Place of Detention (APOD).
- (ii) **Band 2** — Unlawful non-citizen, UAMs who are legally detained under the Migration Act and being accommodated in Residence Determination arrangements (sometimes referred to as Community Detention). Under Residence Determination arrangements, Recipients reside in the community at a specified address and are free to move about in the community without escort Services.
- (iii) **Band 3** — Unlawful non-citizen, families and adults who are legally detained under the Migration Act, being accommodated in Residence Determination arrangements (Community Detention).

- (iv) **Band 4** — Short-term, transitional support for persons leaving immigration detention accommodation. Recipients are lawful and may be on a substantive visa or a Bridging-Visa. Services delivered include short-term, basic financial assistance and information to help manage money, access to health and medical services, help to open a bank account, apply for Medicare access or get a Tax File Number (if applicable).
- (v) **Band 5** — Asylum seekers with a higher level of needs. A greater number of different services are delivered to SRSS recipients in the Australian community who require support to address specific barriers to status resolution (with Status Resolution Officer support).
- (vi) **Band 6** — Asylum seekers with short-term barriers to status resolution. Lower level services are delivered to SRSS recipients in the Australian community who require short term support to address specific barriers to status resolution.
- (b) The Department is responsible for determining the Band classification for each SRSS Recipient. The Department may, at its sole discretion, approve additional cohorts of people, or individuals, to be eligible for the SRSS program in accordance with Government policy. The Department will place the additional cohorts into the Band appropriate for their circumstances.
- (c) The SRSS Provider must provide the services to each SRSS Recipient in accordance with the band they have been allocated by the Department.
- (d) The Department may move SRSS Recipients between Bands depending on their circumstances and level of need. If the Department moves an SRSS Recipient between Bands, the SRSS Provider must ensure the Services provided to the SRSS Recipient are in accordance with the requirements for the new Band,
- (e) **Table 2** below describes each SRSS Band by Recipient cohort, placement arrangement and a high-level overview of possible SRSS support (not exhaustive):

Table 2 – SRSS Bands

Band	Recipient cohort	Placement arrangement	Possible SRSS support
1	UAMs, or other minors where required by the Department, in Alternative Places of Detention.	Unlawful non-citizens legally detained in an Alternative Place of Detention as prescribed by the Department	• Carer support • Independent Observer • Case Worker • Case Coordination
2	UAMs, or other minors where required by the Department, in the community under Residence Determination arrangements.	Unlawful non-citizens legally detained in the community under Residence Determination arrangements.	• Provided Accommodation with Carer support • Living allowance • Independent Observer • Case Worker support • Case Coordination
3	Families and adults in the community under Residence Determination arrangements.		• Provided Accommodation • Living allowance • Case Worker support • Case Coordination
4	Individuals exiting immigration detention (either held detention or Residence Determination), after grant of a Bridging visa or substantive visa.	Lawful non-citizens exiting immigration detention, onto a Bridging visa or substantive visa	• Short-term transitional supports including Provided Accommodation (if required) • Case Worker support • Case Coordination

5	Families and adults living in the community on a Bridging visa, with a medium to high level of need.	Lawful non-citizens living in the community on a Bridging visa. Note: There may be a small number of unlawful non-citizens in these Bands at any point in time (e.g. pending determination of a Bridging visa application or barred from applying under the Migration Act)	• Case Worker support • Case Coordination • Income support • Health and Medical
6	Families and adults living in the community on a Bridging visa, with a low to medium level of need.		• Case Worker support • Case Coordination • Income support

5.2 Band 1 and Band 2: Unaccompanied Minors (UAMs)

- (a) A UAM is a non-citizen person under 18 years of age who, at the time of their arrival, entered Australia not under the care of a natural parent or other adult who, under Australian law, is their legal guardian. Certain UAMs may fall under the guardianship of the Minister for Home Affairs (the Minister) under the *Immigration (Guardianship of Children) Act 1948* (Cth) (IGOC Act). Refer to Annexure A for the legislative framework for the Guardianship of IGOC Minors.
- (b) UAMs who fall under the guardianship of the Minister under the IGOC Act are known as 'IGOC Minors'. All other minors deemed UAMs, for the purposes of the Statement of Requirements and the SRSS Contract, are referred to as 'non-IGOC Minors'.
- (c) It is possible for a child to become a UAM while they are in Australia due to a change in circumstances such as detention of their parent/guardian or departure of their parent/guardian from Australia. These UAMs are generally non-IGOC minors.
- (d) IGOC and non-IGOC Minors may be referred to the SRSS Provider (under Band 1 and Band 2 and in limited circumstances Band 3 and Band 5). When delivering services to non-IGOC Minors, the SRSS Provider derives its authority to provide care and welfare services from the Department's Duty of Care and contractual Obligations arising between the Department and the SRSS Provider, rather than from a statutory obligation under the IGOC Act.
- (e) The SRSS Provider will be appointed as a Custodian and Carer for IGOC Minors who have been referred to the SRSS Provider under Band 2. The SRSS Provider will not be appointed Custodian for IGOC Minors in APODs under Band 1, the Department will fulfil this role. The SRSS Provider will be the Carer for non-IGOC Minors who have been referred to the SRSS Provider.
- (f) UAMs that arrive in Australia without a valid visa are usually detained in an APOD. UAMs in an APOD are detained within the facility and are not permitted to move freely within the community.
- (g) UAMs are considered to be highly vulnerable, high-needs Recipients as they do not have the support of parents or other relatives. UAMs will receive 24-hour Carer support and Independent Observer Services as required.
- (h) The SRSS Provider must comply with all legislative obligations and directions from the Department in relation to any Recipient(s) to which the SRSS Provider has been appointed as a Custodian and/or Carer in accordance with clause 10.2 of this Statement of Requirements.
- (i) The SRSS Provider must provide support to all UAMs (both IGOC Minors and non-IGOC Minors) and other Minors (even if accompanie

5.3 Band 1: UAMs in Alternative Places of Detention

- (a) Band 1 Recipients are unlawful non-citizen UAMs who are in immigration detention and require additional care arrangements, as determined by the Department. An accompanied Minor may be considered a UAM for the purpose of eligibility for Band 1. Other Minors may be referred to Band 1 at the discretion of the Department.
- (b) Band 1 Recipients are housed in APODs. An APOD is a place of immigration detention approved in writing by the Minister (or his or her delegate) (as defined under (b)(v) in the definition of immigration detention in section 5(1) of the Migration Act).
- (c) APODs are used to meet the specific needs of vulnerable detainees that cannot be adequately catered for in an immigration detention centre. APODs may be any location designated by the Minister or a delegate in the Department, including hotels or hospitals.
- (d) Places specified in a Residence Determination are not APODs.
- (e) The SRSS Provider must provide the Services to Band 1 UAMs in each APOD prescribed by the Department within the Contract Region(s) specified in the Contract, as well as any other APOD subsequently approved by the Minister or their delegate (during the Term of the Contract). The SRSS Provider is responsible for the care and wellbeing of Band 1 Recipients. The Detention Service Provider (a separately contracted provider of services to the Department) will provide all other services to meet the Recipient's needs.
- (f) Band 1 eligibility is determined by the Department based on the individual's circumstances and immigration status. Band 1 Services will cease where the Recipient:
 - (i) turns, or is age determined to be 18 years of age or over (as directed by the Department);
 - (ii) is transferred to another SRSS Band or location where they do not require Band 1 Services;
 - (iii) is granted a visa;
 - (iv) is in the care of a suitable adult family member (for example, they are moved to a location with a family member, a family member arrives in Australia and is able to care for them or a family member they arrived with becomes able to provide care); or
 - (v) departs Australia.

5.3.1 Christmas Island Contingency for Band 1

- (a) There is limited accommodation available on Christmas Island. If Services are required to be provided on Christmas Island, the SRSS Provider contracted to provide services for Christmas Island must be able to source and make its own accommodation arrangements for their Personnel.

5.4 Band 2: UAMs under Residence Determination arrangements

- (a) Band 2 Recipients are unlawful non-citizen UAMs who are legally detained in the community under Residence Determination arrangements.
- (b) The Minister has the non-compellable, non-delegable power under the Migration Act to make a Residence Determination, which allows for unlawful non-citizens to be legally in the community while their immigration status is being resolved.

- (c) UAMs in the community under Residence Determination arrangements must:
 - (i) reside at the address approved by the Minister; and
 - (ii) adhere to any and all conditions of their Residence Determination, as specified by the Minister.
- (d) UAMs under Residence Determination are still legally detained and therefore require a higher level of support, including accommodation, to ensure the Department's Duty of Care is met. The SRSS Provider must provide Band 2 Recipients with a 24-hour a day Carer who must fulfil a role similar to that of a parent and help manage their day-to-day care and wellbeing.
- (e) The SRSS Provider will be appointed as a Custodian and Carer (IGOC Minors) or Carer (non-IGOC Minors) for Band 2 Recipients.
- (f) Eligibility for Band 2 is determined by the Minister when he/she makes a Residence Determination (under s197AB of the Migration Act) for the UAM to reside at a specified address in the community. School-aged Band 2 Recipients must attend school as per state or territory requirements and are not permitted to work or access alternative study programs.
- (g) Band 2 Services will be ceased where the Recipient:
 - (i) turns, or is age determined to be 18 years of age or over (as directed by the Department);
 - (ii) is transferred to another SRSS Band or location where they do not require Band 2 Services;
 - (iii) is granted a visa;
 - (iv) the Minister revokes the Residence Determination under s197AD of the Migration Act; or
 - (v) departs Australia.
- (h) Where a Band 2 Recipient is granted a Bridging visa or substantive visa, and appropriate transitional and support arrangements are put in place, Band 2 Services should cease four weeks from the date of notification. Where the Recipient has departed Australia, all Services must cease immediately.

5.5 Band 3: Families and adults under Residence Determination arrangements

- (a) Band 3 Recipients are unlawful non-citizens who are legally detained in the community under Residence Determination arrangements. Adults in Residence Determination are not permitted to work or study, but Band 3 Recipient children must attend school.
- (b) The Minister has the non-compellable, non-delegable power under the Migration Act to make a Residence Determination, which allows for unlawful non-citizens to be legally in the community while their immigration status is being resolved.
- (c) Eligibility for Band 3 is determined by the Minister when he/she makes a Residence Determination (under s197AB of the Migration Act) for the families/adults to reside at a specified address in the community
- (d) Families and adults in the community under Residence Determination arrangements must:
 - (i) reside at the address approved by the Minister; and

- (ii) adhere to any and all conditions of their Residence Determination, as specified by the Minister.
- (e) Recipients under Residence Determination are still legally detained. For this reason, a higher level of support, including accommodation, is provided to Band 3 Recipients to ensure the Department's Duty of Care is met.
- (f) Band 3 Services will cease where the Recipient:
 - (i) is granted a Bridging visa or substantive visa;
 - (ii) has their Residence Determination revoked by the Minister under s197AD;
 - (iii) is transferred to another SRSS Band or location where they do not require Band 3 Services; or
 - (iv) departs Australia.

5.6 Band 4: Individuals exiting immigration detention (held detention or Residence Determination)

- (a) Band 4 Recipients are non-citizens on a Bridging visa or substantive visa, who require Services to assist them to transition into the community from held detention or Residence Determination.
- (b) Eligibility is determined by the Department and outlined in the SRSS Program Procedural Instruction, with consideration given to individual circumstances, including the individual's or family's immigration status and existing community support.
- (c) To be eligible for Band 4 Services, a non-citizen must:
 - (i) have been recently released from immigration detention (held or Residence Determination) through the grant of a visa (and in limited circumstances, released from detention without a visa);
 - (ii) require support to transition to independent residence in the Australian community as a lawful non-citizen or non-citizen family; and
 - (iii) not have access to other welfare support.
- (d) Band 4 Services are provided for a short term, for a period outlined in the SRSS Procedural instruction, depending on individual circumstances, including whether the individual is departing held detention or Residence Determination and their visa status.
- (e) Where it is identified that a longer period of support is required, or support is required for an individual or family who is generally ineligible for Band 4, the Department can consider Band 4 support and extension requests on a case-by-case basis.

5.7 Band 5 and Band 6: Bridging visa holders in the community

- (a) Band 5 and Band 6 Recipients are non-citizens on a Bridging visa living lawfully in the community while their protection claims are assessed. Individuals or families are assessed by a departmental officer as having a prescribed vulnerability or other barriers which may impede their engagement with the immigration status resolution process.
- (b) Recipients on Bridging visas are allowed to move about freely in the community, choose their own residential location and may have work rights and access to Medicare.

- (c) There may also be a small number of unlawful non-citizens in Band 5 and Band 6 at any point in time (e.g. pending determination of a Bridging visa application or barred from applying under the Migration Act)
- (d) Eligibility for Band 5 and Band 6 is determined by the Department and outlined in the SRSS Program Procedural Instruction, with consideration to individual circumstances and barriers to status resolution.
- (e) Recipients are referred for Band 5 Services where they have been determined by the Department to require a higher level of support from the SRSS Provider. Those with complex needs and medium or long-term barriers to status resolution should be referred for Band 5 support. Band 5 Recipients also receive Status Resolution support from a departmental Status Resolution Officer.
- (f) Recipients are referred for Band 6 Services where they have been determined by the Department to require short term support, where there are fewer vulnerabilities identified and short-term barriers to status resolution.
- (g) For individuals in the community who are applying for SRSS, the SRSS Provider will be required to undertake an initial eligibility assessment as outlined in the SRSS Procedural Instruction and refer the individual to the Department to determine both the level of need and the eligibility of Services for Band 5 and Band 6 Recipients.

5.8 Referrals

- (a) Band 1, Band 2, Band 3 and Band 4 Recipients will be referred to the SRSS Provider by the Department at the discretion of the Department as per clause 9.2 of this Statement of Requirements.
- (b) The majority of applications for Band 5 and Band 6 will be made by the SRSS Provider, on behalf of an Applicant in the community, as per clause 9.2 of this Statement of Requirements. Once approved for program, the Department will refer the Recipient to the SRSS Provider and specify the appropriate Band.

6. OVERVIEW OF THE SERVICES

6.1 General services: all Bands

(a) The Services that the SRSS Provider must provide are divided into five high-level categories, listed in **Table 3** below:

Table 3 – Service Categories

No.	Category	Services provided
1	Pre-entry	- Initial Eligibility Assessment - SRSS Application Services
2	Recipient Transition-In Services	- Recipient Referral Process - Transit Assistance Services - Reception and Initial Property Induction - Orientation Assistance Services - Essential Registration Services
3	Core Services	- Carer Support Services - Independent Observer Services - Case Worker Support Services - Needs Assessments - Case Plans - Continued Eligibility Reviews - Change of circumstances - Supporting Status Resolution - Supporting Recipient health - Meaningful Engagement - Emergency Relief - Schooling Requirements Package - Accommodation Services - Movements within the SRSS program - Payment of Living Allowance Gap Payment - Overpayment recovery - Additional Services
4	Recipient Transition-Out Services	- Recipient Transition-Out Plan - Assistance to Exit Provided Accommodation - Referring Recipient(s) to Reintegration Assistance Program (RRAP) and Other Providers - Death of a Recipient
5	Contract Administration	- Contract Administration - SRSS Provider Responsibilities - Human Resources - Communication with Recipients - Recipient Incident Management Reporting - Records Management - Information and Technology Requirements - Contract Management and Program Implementation , Planning and Delivery - Performance Management and Governance

The details of each of the Services required are more comprehensively described in Section 2 and Section 3 of this Statement of Requirements.

6.2 General services: all Bands

(a) Generally, Band 1, Band 2 and Band 3 Recipients are unlawful non-citizens, in immigration detention (held detention or Residence Determination) with no ability to work or access to Medicare. These Recipients receive accommodation and support sufficient to provide for basic needs and to meet Australia's domestic and international legal obligations.

- (b) Generally, Band 4, Band 5 and Band 6 Recipients are lawful non-citizens living in the community, on a Bridging visa or other temporary visa, with work rights and access to Medicare but who require targeted short-term support to resolve their immigration status, either through the grant of a visa or departure from Australia.
- (c) The Department is responsible for determining and allocating which Band the Recipient is in. The Department will refer Band 1, Band 2, Band 3 and Band 4 Recipient(s) to the SRSS Provider. Band 5 and Band 6 Applicants apply through the SRSS Provider, who then send the completed application to the Department for assessment. The Department may occasionally refer a Band 5 or Band 6 Applicant to the SRSS Provider.
- (d) The SRSS Provider must provide the Services to each Recipient in accordance with the Band they have been allocated, and as directed by the Department according to this Statement of Requirements.
- (e) If the Department determines a Recipient requires additional support or linking Services, the SRSS Provider must deliver the additional support to meet the Recipient's needs as directed by the Department. Additional support must be agreed in writing by the Department and the SRSS Provider.
- (f) The Department may move Recipients between Bands depending on their circumstances and level of need. If the Department moves a Recipient between Bands, the SRSS Provider must ensure the Services provided to the Recipient is in accordance with the requirements for the new Band, and as directed by the Department.

6.3 Duration of Delivery of Services

- a) The duration of Services for Recipients will vary between individuals but is generally intended to be short term and will be determined by the Department depending on the Recipient's need, the outcome of the Recipient's Status Resolution process and Government's policy on Status Resolution.
- b) The SRSS Provider must provide the Services to Recipients for as long as the Department determines (subject to any Obligations upon expiry or termination of the Contract as set out in the Contract or this Statement of Requirements).
- c) If the SRSS Provider becomes aware that an SRSS Recipient's circumstances have changed and they may no longer be eligible to receive the Services, the SRSS Provider must Notify the Department immediately.
- d) If the Department Notifies the SRSS Provider that an SRSS Recipient is no longer eligible to receive the Services, the SRSS Provider must cease providing the Services through the SRSS Program within the timeframes set out in the SRSS Procedural Instruction

7. OUT OF SCOPE

- (a) Unless provided for in the Contract or elsewhere in this Statement of Requirements, the following services are out of scope:
 - (i) immigration advice or advocacy for particular immigration outcomes;
 - (ii) for Band 2, Band 3, Band 4, Band 5 and Band 6: Direct provision of meaningful engagement activities;
 - (iii) direct provision of health services;
 - (iv) direct provision of psychological support including counselling services for survivors of torture and trauma;

- (v) payments for school fees;
 - (vi) direct provision of job seeker assistance;
 - (vii) costs of transporting Band 4, Band 5 and Band 6 Recipients between Contract Regions, unless directed to by the Department on an exceptional basis;
 - (viii) direct provision of English as a Second Language training;
 - (ix) Services to Unaccompanied Humanitarian Minors and other Minors who have been granted a Protection visa, except as approved by the Department on an exceptional basis;
 - (x) Services to people who have been granted a Protection visa or another permanent visa, except as approved by the Department on an exceptional basis; and
 - (xi) people receiving services through any departmentally managed settlement programs.
- (b) While the SRSS Provider may offer to provide Out of Scope services to Recipients free of charge or on a commercial basis, if the Out of Scope services are provided by the SRSS Provider on a commercial basis, the SRSS Provider must disclose in writing that these Out of Scope Services are not covered by any agreement or understanding between the Department and the SRSS Provider, and are not approved of or endorsed by the Department. Additionally, the SRSS Provider is required to inform Recipients that the Department provides no warranty regarding the suitability of or fitness for purpose of any Out of Scope services.

SECTION 2 – DETAILED DESCRIPTION OF THE SERVICES

8. PRE-ENTRY: BAND 5 AND BAND 6 ONLY

8.1 General requirements

- (a) Pre-entry Services are only applicable for Band 5 and Band 6 Recipients. The Department will refer Band 1, Band 2, Band 3 and Band 4 Recipients to the SRSS Provider.
- (b) An Applicant can access Band 5 and Band 6 Services either by submitting an SRSS Application to the Department through an SRSS Provider, or by direct referral from the Department to the SRSS Provider (in accordance with clause 9.2 of this Statement of Requirements)
- (c) The SRSS Provider must provide Pre-entry Services to individuals:
 - (i) in the community who have made a valid protection visa application and who wish to apply for SRSS;
 - (ii) who are engaging with the Department in status resolution; and
 - (iii) who have significant and/or chronic vulnerabilities and/or barriers to working.
- (d) The SRSS Provider must provide Pre-entry Services by:
 - (i) undertaking an Preliminary Eligibility Assessment using the Preliminary Eligibility Assessment checklist in the SRSS Program Procedural Instruction. If the SRSS Provider considers eligibility to be met by the Applicant, they should refer the Applicant to the Department for a Preliminary Assessment Check to determine if the Applicant is eligible to apply for SRSS; and
 - (ii) assisting the Applicant to complete an SRSS Application using Form 1455 Application for Status Resolution Support Services (SRSS), only if the Department determines the individual is eligible to apply for SRSS.

8.2 Initial Eligibility Assessment

- (a) The SRSS Provider must undertake a Preliminary Eligibility Assessment by checking the Applicant's visa status and whether the Applicant has made a valid protection visa application.
- (b) The SRSS Provider must identify and understand the Applicant's vulnerabilities and barriers to status resolution (in accordance with the SRSS Program Procedural Instruction).
- (c) Where the SRSS Provider considers the individual eligible for SRSS, the SRSS Provider must email the Department (using the email template in the SRSS Program Procedural Instruction). The SRSS Provider must attach the Initial Eligibility Checklist available in the SRSS Program Procedural Instruction.
- (d) Where the SRSS Provider considers the individual ineligible for SRSS, no further action is required by the SRSS Provider. Where the applicant is assessed by the Department as not meeting eligibility at the Preliminary Assessment Check, the SRSS Provider must advise the applicant within two Business Days, upon receiving notification from the Department. The SRSS Provider should use the preferred contact method of the applicant.

8.3 SRSS Application Services

- (a) Where the Department provides confirmation to the SRSS Provider that an individual is prima facie eligible to apply for the SRSS program, the SRSS Provider must assist an eligible individual to complete and submit an SRSS Application.
- (b) Confirmation from the Department that an individual is eligible to submit an SRSS Application does not mean that an Applicant who submits an SRSS Application will be found to be eligible to receive SRSS support.
- (c) The SRSS Provider must submit the SRSS Application via the Provider Portal and ensure all required supporting documentation is provided with the SRSS Application in accordance with the SRSS Application Document Checklist at in Form 1455. All claimed vulnerabilities must be supported by sufficient documentary evidence.
- (d) The Department may request the SRSS Provider to provide further information if the information in the SRSS Application is incomplete or insufficient for the Department to make a decision. If required, the SRSS Provider must work with the individual to obtain the information.
- (e) The SRSS Provider must submit to the Department decision ready applications, which includes signed forms and all applicable documentation required in Form 1455.
- (f) If the individual requires SRSS support immediately, the SRSS Providers must contact the Department to discuss the possibility of placing the individual onto the SRSS program without supporting documentation, pending its provision within an agreed timeframe.
- (g) The SRSS Provider must inform the applicant of the outcome of their application within two Business Days, upon receiving notification from the Department. The SRSS Provider should use the preferred contact method of the applicant.
- (h) If an individual's SRSS Application is deemed eligible, the SRSS Provider must provide Band 5 or Band 6 Services to the Recipient within one week from referral date from the Department.

9. RECIPIENT TRANSITION-IN SERVICES

9.1 General requirements: all Bands

- (a) The SRSS Provider must undertake activities to assist Recipient(s) transition into the SRSS program (all SRSS Bands) and to transition into the community (where relevant) as outlined in the Timeline of Deliverables (Annexure) B and **Table 4** below:

Table 4 – Required Recipient Transition-In services by Recipient

Band	Recipient referral	Transit assistance	Reception & Property Induction	Initial Payment	Orientation Assistance	Essential registrations
1	☐	where directed	☐	X	X	X
2	☐	☐	☐	☐	☐	☐
3	☐	☐	☐	☐	☐	☐
4	☐	☐	☐	☐	☐	☐
5	☐	where directed	X	where directed	☐	☐
6	☐	where directed	X	where directed	☐	☐

- (b) The SRSS Provider must work collaboratively with Other Providers to transition Recipients into the SRSS program.

9.2 Recipient Referral Process

9.2.1 General requirements: all Bands

- (a) Only Recipients approved by the Department can access the SRSS program. The Department will refer the Recipient to the SRSS Provider with a nominated Band classification. The SRSS Provider must only provide Services to Recipient(s) who have been referred by the Department and in accordance with their nominated Band.
- (b) The Department will make a referral to the SRSS Provider via the Provider Portal for Recipients entering the SRSS program. Referrals to SRSS Providers will contain the instructions relevant to the Recipient and their nominated Band, the approved Services and the duration of the Service.
- (c) The Department cannot guarantee Recipient Referral numbers.
- (d) The SRSS Provider must respond to, and accept, all Referrals in accordance with the process and requirements set out in this Statement of Requirements unless the Department grants a written exemption in accordance with clause 9.2.1(i).
- (e) While it is anticipated Referrals will generally occur during Business Hours, the SRSS Provider must be able to accept a Recipient Referral and begin Service provision at any time of the day or night as required by the Department. Out of Business hour referrals will be made via phone call and the Provider Portal referral will be made the next Business Day.
- (f) The SRSS Provider must respond (accept, seek an exemption, or request additional information) in accordance with the following timeframes for each Band outlined below in **Table 5**.

Table 5 – Acceptance of Referral Timeframes

Band	Timeframes
1	Respond and commence Carer Support Services within two hours, or as directed by the Department, following contact from the Department (may be a phone call or Referral) for a Band 1 Recipient in an established APOD and for an APOD which is not already established
2	Respond within two Business Days and commence Services when transferred into community
3	Respond within two Business Days and commence Services when transferred into community
4	Respond within two Business Days and commence Services when transferred into community
5	Respond within two Business Days and commence Services within one week
6	Respond within two Business Days and commence Services within one week

- (g) If the SRSS Provider is unable to deliver the Services to any Recipient referred to by the Department, the SRSS provider must request an exemption for providing the Services to the Recipient, in writing to the Department, detailing why it cannot provide the Services to the Recipient within 24 hours.
- (h) The Department will consider the request for exemption and respond within two Business Days notifying the SRSS Provider as to whether the Department has accepted or refused the SRSS Provider's request for an exemption.

- (i) Where the Department refuses to grant an exemption, the SRSS Provider must accept the Department's refusal and provide Services to the Recipient in accordance with this Statement of Requirements.
- (j) Where the Department accepts the SRSS Provider's exemption request, the SRSS Provider is not required to provide the Services to the relevant Recipient.

9.2.2 Band 1: Referral Process - specific requirements

- (a) The SRSS Providers must commence Band 1 Services within 2 hours following a Referral from the Department.
- (b) The SRSS Provider must have an adequate number of Carers available, as specified at clause 10.2.2(a) of this Statement of Requirements, to accept Recipient Referrals into Band 1.
- (c) Where possible, prior notice will be provided by the Department to the SRSS Provider, prior to a Band 1 Referral, to ensure there is sufficient time to organise the required Band 1 Services (Carer Services and Independent Observer Services for formal interviews).
- (d) For Band 1 Recipients identified by the Department as requiring Independent Observer Services, the SRSS Provider must provide Independent Observer Services in accordance with clause 10.3 of this Statement of Requirements.

9.2.3 Band 2 and Band 3: Referral Process - specific requirements

- (a) There is a two-stage Referral process for Band 2 and Band 3 Recipients:
 - (i) Referral Stage 1 – Department allocates the Recipient to a property in the Provider Portal; and
 - (ii) Referral Stage 2 – If a Residence Determination is approved by the Minister, the Department will initiate the Recipient transfer to the SRSS Provider.
- (b) It is a legislative requirement for a Recipient under Residence Determination arrangements to reside at the address approved by the Minister. The SRSS Provider must ensure this requirement is met.
- (c) If Band 2 and Band 3 Recipients are identified by the Department as requiring Independent Observer Services, this will be detailed in the referral.

9.2.3.1 Band 2 and Band 3: Referral Stage 1

- (a) The Department will allocate the Recipient(s) to a property. The property will be:
 - (i) a Provided Accommodation property; or
 - (ii) a residential address for Community Link of the Recipient who are willing and approved to accommodate the Recipient(s).
- (b) The SRSS Provider must provide suitable Provided Accommodation services only to Band 2 and Band 3 Recipients (exceptions occur when the Recipient is proposing to reside with a Community Link). Details of required Accommodation Services are detailed in clause 10.14 of this Statement of Requirements.
- (c) This property allocation will trigger a Referral to the relevant SRSS Provider through the Provider Portal (linking that Recipient to the property). The Referral will include basic

biographical information about the Recipient(s) including their language, religion, age, any special needs or health concerns where these are known to the Department and known information about the Community Link.

- (d) The SRSS Provider must notify the Department if the SRSS Provider does not consider the allocation is appropriate and the reasons for this decision. The Department may make alternative arrangements for the Recipient.
- (e) The SRSS Provider has two Business Days to respond (accept, seek an exemption or additional information) to referrals to Provided Accommodation using the Provider Portal.
- (f) The SRSS Provider has two weeks, from receiving the referral, to submit an Accommodation Suitability Assessment on the residential address of any new property or a Community Link's property.
- (g) For referrals where the Recipient is under the guardianship of the Minister (commonly known as an IGOC Minor), the SRSS Provider may also be required to accept custodianship of the Recipient within two Business Days in writing in accordance with clause 10.2.3.2 of this Statement of Requirements.
- (h) If the SRSS Provider or its Personnel are appointed as a Custodian, the SRSS Provider or its Personnel (as applicable) must abide by the requirements of all applicable Laws and in accordance with clause 10.2.3.2 of this Statement of Requirements.

9.2.3.2 Band 2 and Band 3: Referral Stage 2

- (a) Where the Minister approves the Recipient for Residence Determination arrangements, the Department will inform the SRSS Provider of the specific property via the Provider Portal (in case it has changed since Referral Stage 1) and the Department will initiate the Recipient's transfer from their Immigration Detention Facility into the community. The SRSS Provider must finalise the Recipient's transfer within two weeks of the Minister's decision.
- (b) The SRSS Provider must prepare to provide the Recipient with Transit Assistance (in accordance with clause 9.3 of this Statement of Requirements).
- (c) The Department will, where possible, give the SRSS Provider at least 48 hours of notice before transferring a Recipient(s) into their care. In exceptional circumstances, the SRSS Provider must have capacity to accept a Band 2 or Band 3 Recipient into their care with less than 48 hours of notice.
- (d) The SRSS Provider must ensure the Recipient(s) reside in the accommodation approved by the Minister.
- (e) The SRSS Provider must ensure that the property is ready for the Recipients prior to their arrival in the community and confirm the property is ready via the Provider Portal. The SRSS Provider must confirm:
 - (i) the property has a working telephone landline, internet connection, water, gas (where appropriate) and electricity connections;
 - (ii) property is appropriately stocked with the Basic Household Goods; and
 - (iii) the provision of a Basic Starter Package.
- (f) Where possible, Recipients will be transferred to the SRSS Provider from Monday to Thursday. However, in exceptional circumstances as determined by the Department, the SRSS Provider will be required to receive and provide Services to Recipients at any time of the day or night, and at any time of the year.

9.2.4 Band 4: Referral Process - specific requirements

- (a) The SRSS provider may receive Band 4 referrals as a single Recipient or family group (Case) referral. If bulk (group) releases are to occur, these Recipients will be referred individually, but these Recipients can be treated as a group.
- (b) The Department will refer eligible Band 4 Recipients to the SRSS Provider via the Provider Portal, with additional instructions including:
 - (i) information about Recipient needs;
 - (ii) Recipient family members and other community supports; and
 - (iii) whether an Initial Payment must be provided to the Recipient upon exit from immigration detention.
- (c) On receipt of the Referral, the SRSS Provider must make preparations to support the Recipient(s) including:
 - (i) planning for and providing Transit Assistance Services in accordance with clause 9.3 of this Statement of Requirements on the anticipated release date;
 - (ii) allocating a Case Worker to each Case (this may be a single Recipient or family group as identified by the Department);
 - (iii) making telephone calls to all family members or other community support who Recipient(s) identify that they wish to reside with to determine if the support can accommodate the Recipient;
 - (iv) securing temporary accommodation, in accordance with the Accommodation Services set out in clause 10.14 of this Statement of Requirements, for Recipient(s) who cannot stay with family or other community supports; and
 - (v) making other preparations for assuming responsibility for the Recipients as necessary.
- (d) Where Recipient(s) are to be released from immigration detention on a visa, the SRSS provider will be notified and must receive and provide Transit Assistance (in accordance with clause 9.3 of this Statement of Requirements) to those Recipients. The SRSS Provider must take each Recipient to their destination, provide Orientation Assistance and commence the Services for the Recipient immediately, or as directed by the Department.

9.2.5 Band 5 and Band 6: Referral Process - specific requirements

- (a) Where an applicant is approved for Band 5 and Band 6 Services, the Department will refer the Recipient to the SRSS Provider via the Provider Portal, with additional instructions including:
 - (i) Services the Recipient(s) has been approved to receive; and
 - (ii) Any timeframes and expectations with regard to status resolution milestones and goals.

9.3 Transit Assistance Services

9.3.1 General requirements: all Bands

- (a) The SRSS Provider must provide Transit Assistance Services in accordance with this clause of this Statement of Requirements and the SRSS Program Procedural Instruction.
- (b) Transit Assistance Services may be required for:
 - (i) Band 1 Recipients moving into or between an APOD;
 - (ii) Band 2 and Band 3 Recipients moving from held detention into Residence Determination;
 - (iii) Band 4 Recipients moving from immigration detention (held detention or Residence Determination) into the community; and
 - (iv) Band 5 and Band 6 Recipients moving within the community.
 - (v) The SRSS Provider must be prepared to provide assistance for Recipient(s) at any time of the day or night as required by the Department.
- (c) The SRSS Provider must provide Transit Assistance in accordance with the Recipient's level of need, as determined by the Department. These specific requirements will be communicated to the SRSS Provider(s) in the referral. Types of Transit Assistance required may include (without limitation):
 - (i) provision of Independent Observer Services;
 - (ii) collection of a Recipient or group of Recipients from an Immigration Detention Facility or airport;
 - (iii) transportation to accommodation;
 - (iv) booking accommodation for transit; and
 - (v) accompanying Recipient on flights.
- (d) Where directed by the Department, the SRSS Provider must provide Transit Assistance Services to Recipients transiting through their nominated Contract Region to another Contract Region and SRSS Provider. This includes meeting the Recipient at the airport, assisting them with their immediate needs, and assisting them to catch their next flight. Transit assistance Services may also include assisting Recipients transiting overnight by booking accommodation and taking them to and from their accommodation.
- (e) Where directed by the Department, the SRSS Provider must provide a small Transit Allowance between flights to the Recipient for food and other immediate needs to support the Recipient until they reach their destination. The Department will reimburse this allowance in accordance with the SRSS Program Procedural Instruction.

9.3.2 Band 1: Transit Assistance - specific requirements

- (a) The SRSS Provider will provide Transit Assistance for Band 1 Recipients, where directed by the Department. The SRSS Provider must work with the Detention Service Provider during all Band 1 Transit Assistance Services.
- (b) The SRSS Provider will be required to provide Independent Observer Services during transit into an APOD, in accordance with clause 10.3 of this Statement of Requirements.
- (c) The SRSS Provider must provide Transit Assistance that is consistent with the Service requirements for the movement of UAMs between APODs in accordance with clause 10.15.3.2 of this Statement of Requirements.

9.3.3 Band 2 and Band 3: Transit Assistance - specific requirements

- (a) The SRSS Provider must provide Transit Assistance to all Band 2 and Band 3 Recipients transferring from an Immigration Detention Facility into Residence Determination.
- (b) This assistance may be required for individuals or groups of Recipients (50 or more) at any time of the day or night as required by the Department. Should this be required, the Department will work with the SRSS Provider to make the process manageable.
- (c) Unless advised otherwise, the SRSS Provider must:
 - (i) for intrastate transfers: pick up the Recipient from the Immigration Detention Facility and transport the Recipient with their belongings to their Residence Determination address; or
 - (ii) for interstate transfers: assist the Recipient to board a plane and meet the Recipient at the arrival gate at the airport (this may be done by two different SRSS Providers),
 - (iii) record the details of the Transit Assistance provided in the Provider Portal.
- (d) Where directed by the Department, the SRSS Provider must accompany the Recipient from an Immigration Detention Facility interstate to their Residence Determination placement.
- (e) The SRSS Provider must organise the necessary travel arrangements, ensuring economy transportation is sourced and represents the best fare of the day. The SRSS Provider may seek reimbursement for these costs in accordance with the SRSS Program Procedural Instruction.
- (f) Where it is identified that the travel to the Residence Determination address will require an overnight stay, prior approval must be requested from the Department through the Provider Portal.

9.3.4 Band 4: Transit Assistance - specific requirements

- (a) The SRSS Provider must provide Transit Assistance to all Band 4 Recipients transferring out of immigration detention (held detention or Residence Determination) into the community. This assistance may be required for individuals or groups of Recipients at any time of the day or night as required by the Department.

- (b) The SRSS Provider may be required to provide Transit Assistance for large groups of Recipients (50 or more), where directed by the Department. Should this be required, the Department will work with the SRSS Provider to make the process manageable.
- (c) Unless advised otherwise, the SRSS Provider must:
 - (i) for intrastate transfers: pick up the Recipient from the Immigration Detention Facility and transport the Recipient with their belongings to their accommodation or community support; or
 - (ii) for interstate transfers: assist the Recipient to board a plane and meet the Recipient at the arrival gate at the airport (this may be done by two different SRSS Providers),
 - (iii) record the details of the Transit Assistance provided in the Provider Portal.
- (d) The SRSS Provider must organise the necessary travel arrangements, ensuring economy transportation is sourced and represents the best fare of the day. The SRSS Provider may seek reimbursement for these costs in accordance with the SRSS Program Procedural Instruction.

9.3.5 Band 5 and Band 6: Transit Assistance - specific requirements

- (a) The SRSS Provider may be required to provide Transit Assistance to Band 5 and Band 6 Recipients moving interstate, as directed by the Department.

9.4 Reception and Initial Property Induction

9.4.1 General requirements: all Bands

- (a) The SRSS Provider must provide Reception and Initial Property Induction Services to assist Recipients with their immediate needs on entering the SRSS program.
- (b) Depending on the Recipient Band, the SRSS Provider must:
- (c) Band 1 Recipients are housed in APODs. An APOD is a place of immigration detention approved in writing by the Minister (or his or her delegate) (as defined under (b)(v) in the definition of immigration detention in section 5(1) of the Migration Act).
- (d) Band 1 Recipients are housed in APODs. An APOD is a place of immigration detention approved in writing by the Minister (or his or her delegate) (as defined under (b)(v) in the definition of immigration detention in section 5(1) of the Migration Act).
 - (i) provide the Recipient with an overview of the Services in accordance with the Recipient's allocated Band and Referral;

- (ii) help settle the Recipients into their accommodation (Band 1, Band 2, Band 3 and Band 4);
 - (iii) provide a Basic Starter Package (food and household cleaning products) to Band 2 and Band 3 Recipients (and some Band 4 Recipients); and
 - (iv) provide Initial Payments to eligible Recipients immediately on entering the SRSS program.
- (e) The SRSS Provider must deliver to the Recipient a basic overview of the SRSS program. This overview should provide the Recipient with an understanding of the support that is available to them and be tailored to the Recipients' eligibility for Services, as determined by their Band.
- (f) The SRSS Provider must explain to the Recipient how to contact the SRSS Provider, including how and when to use the SRSS Provider's 24-hour emergency contact number.
- (g) The SRSS Provider must explain to the Recipient the feedback and complaints mechanisms available to Recipients and how to access these.
- (h) The SRSS Provider must explain to the Recipient the emergency procedures, including how to seek emergency assistance using 000 and how to access interpreter assistance.
- (i) The SRSS Provider must deliver the Reception and Initial Property Induction Services to the Recipient in a language that is understood by the Recipient on arrival to the property. This may be facilitated by having at least one person in the reception party with relevant language skills to assist with the Induction, or via the arrangement of a telephone interpreter.
- (j) The SRSS Provider must also provide appropriate written instructions to accompany the Initial Property Induction.
- (k) The SRSS Provider must ensure the Recipient understands the importance of their responsibility for:
 - (i) abiding by their visa or Residence Determination conditions (this may include restrictions on the right to work and study);
 - (ii) personal safety and the safety and wellbeing of children in the Recipient's care;
 - (iii) the need to contact a Case Worker if there is a medical or other emergency (after dialling 000);
 - (iv) the need to follow safety procedures;
 - (v) not participating in employment (for those who do not have work rights);
 - (vi) the need for children of mandatory school ages to attend school;
 - (i) abiding by all Commonwealth and relevant State or Territory laws;
 - (ii) adhering to acceptable standards of behaviour in the community; and
 - (iii) complying with reasonable directions and rules set by the Recipient's Case Worker.

9.4.2 Band 1: Reception and Property Induction – specific requirements

- (a) The SRSS Provider must support the Detention Service Provider and the Recipient during the induction process. The SRSS Provider must:
- (i) ensure the Recipient understands key messages delivered by the Detention Service Provider and the Department;
 - (ii) seek clarification on issues on behalf of the Recipient where necessary;
 - (iii) accompany and manage the wellbeing of UAMs in potentially stressful or new situations; providing emotional support and a level of expertise in recognising signs of depression, anxiety or stress;
 - (iv) escalate any relevant information (such as instances of bullying, suspected medical conditions, including mental health, communication assistance needs, indications that the age determination was incorrect, etc.) or concerns during the process to the Detention Service Provider through appropriate communication channels; and
 - (v) assist with communication, between the Recipient and others as appropriate (the Department will provide interpreters at each APOD to assist in this process).
- (b) Reception and Initial Property Induction Services must be provided by the SRSS Provider Personnel appointed as the Carer and in addition to the ongoing Carer Support Services described in clause 10.2 of this Statement of Requirements.
- (c) The SRSS Provider must cooperate with the Other Providers as required or as directed by the Department to ensure the Services are provided in accordance with the Contract and this Statement of Requirements.
- (d) The SRSS Provider must comply with and facilitate the two-day reception process for UAMs entering into APODs as outlined in **Table 6** below:

Table 6 – Two-day reception process for UAMs entering APODs

Day	Reception Process
1	1. Upon arrival of the Unaccompanied Minor at the APOD, the SRSS provider must obtain information from the Detention Service Provider, and relay this information within timeframes specified by the Department, to provide the UAM immediate access to: i. toilets ii. showers iii. health services; and iv. food. 2. The SRSS Provider must raise with the Detention Service Provider any immediate concerns about the UAM's ability to access, or the appropriateness of, toilets,

	showers, health services or food. In addition, the SRSS Provider should consider the UAM's capacity to provide informed consent. 3. The SRSS Provider must ensure the UAM: - is well settled into the new environment; - has received a correct/adequate allocation of reception issuances; - knows how to use items appropriately and in a safe manner (if the UAM requires substantial education on how to use items, the SRSS Provider must notify the Detention Service Provider that this is needed and instruct the UAM not to use an item until instructed by the Detention Service Provider); - understands where food, facilities and services are located and is able to access them; - has their wellbeing monitored during the night; - knows how to contact the SRSS Provider, the Detention Service Provider and family, if required; and - understands how to respond to emergency situations (e.g. dial 000 for emergencies). 4. The SRSS Provider must ensure that any issues that arise on-site at the APOD are promptly responded to, including: - identifying, seeking or providing, as appropriate, welfare support to the UAM; - informing of, or escalating, issues to the Detention Service Provider; and - submitting Incident reports to the Department, where required. 5. The SRSS Provider must maintain daily records which must include details of any issues or observations concerning the UAM each day.
2	1. The SRSS Provider must: - continue to meet the requirements for Day 1 as reasonably required to ensure the continued support of the UAM; - liaise with key stakeholders, including the Department and the on-site Detention Service Provider staff, to review issues in relation to: - the Services; - room allocation; and - the facility. - implement any agreed actions that arise from the review of issues as outlined in the above requirements, in conjunction with the Department and Other Providers.

9.4.3 Band 2 and Band 3: Reception and Property Induction – specific requirements

- (a) The SRSS Provider must provide assistance to Band 2 and Band 3 Recipients on the day the Recipient arrives in the community by providing the Recipient with information on:
- the SRSS program;
 - the Services available to the Recipient (tailored to the Recipient's Band);
 - the Recipient's responsibilities, including abiding by Residence Determination Conditions and agreed Curfews (for Band 2 houses);

- (iv) the property, including safety requirements; and
 - (v) emergency procedures and contacts.
- (b) The SRSS Provider must ensure the Initial Property Induction covers:
- (i) fire safety, including what to do if a smoke alarm activates and safe use of heaters and other appliances;
 - (ii) kitchen safety, including safe cooking practices and appropriate food storage;
 - (iii) instruction on using the appliances in the house;
 - (iv) direction and rules regarding the use of the property (including the Recipient's responsibility to not cause damage to the property);
 - (v) security for the house and personal property;
 - (vi) the Recipient's responsibilities with regard to using utilities wisely and the need for Recipients to pay for them;
 - (vii) the Recipient's responsibilities with regard to cleaning, gardening and maintenance of the property; and
 - (viii) no pets are allowed unless pre-approved by the Department and landlord.
- (c) The departmental Status Resolution Officer will ensure all Band 2 and Band 3 Recipients receive information about the conditions of their Residence Determination.
- (d) The SRSS Provider must provide Band 2 and Band 3 Recipients their Detention Health Service Provider card and provide a basic overview of health services available to them, instruction on how to access those services, and link the Recipient to those services.
- (e) On arrival to the Band 2 and Band 3 Recipient's property, the SRSS Provider must assess if the Recipient has any initial needs that require addressing, for example medication, adequate clothing for the environment and to address those needs where possible.
- (f) The SRSS Provider must provide a Basic Starter Package (in accordance with clause 9.4.6 of this Statement of Requirements) to Band 2 and Band 3 Recipients who have exited Held Detention immediately on arrival in Provided Accommodation.
- (g) The SRSS Provider must provide Band 2 and Band 3 Recipients with an Initial Payment of the amount specified by the Department immediately on exit from an Immigration Detention Facility.
- (h) The SRSS Provider must supply all Band 2 Recipients with a mobile phone for their ongoing use while they are in Band 2 of the SRSS program. The Recipient will be responsible for purchasing phone credit with their Living Allowance.

9.4.4 Band 4: Reception and Property Induction – specific requirements

- (a) Where directed by the Department, SRSS Providers must provide an Initial Payment to Band 4 Recipients departing from immigration detention. The Initial Payment must be made in accordance with the SRSS Program Procedural Instruction. The Department will reimburse the amount of the Initial Payment in accordance with the SRSS Program Procedural Instruction.

- (b) For Band 4 Recipients who arrive in the community from an Immigration Detention Facility after 4pm, or for other Band 4 Recipients as determined by the Department, the SRSS Provider must provide a Basic Starter Package (in accordance with clause 9.4.6 of this Statement of Requirements) to the Recipient.
- (c) The SRSS Provider must seek approval from the Department to provide a Basic Starter Package (in accordance with clause 9.4.6 of this Statement of Requirements) to Band 4 Recipients.

9.4.5 Band 5 and Band 6: Reception and Property Induction – specific requirements

- (a) Band 5 and Band 6 Recipients have lower reception needs as they are already living in the community, as such initial food packages or allowance will generally not be required. Emergency situations should be escalated to the Department.
- (b) The SRSS Provider must explain to the Recipient:
 - (i) the importance of complying with the conditions attached to a Recipient's visa, such as whether or not they have work rights and study rights;
 - (ii) that support will be provided for the shortest practicable timeframe;
 - (iii) that individuals who receive SRSS are expected to continue to engage with the Department or participate in activities that support resolution of their immigration status and that they may be required to depart Australia;
 - (iv) the conditions of the SRSS program; and
 - (v) the role of the SRSS Provider.

9.4.6 Basic Starter Package

- (a) The SRSS Provider must ensure the Basic Starter Package includes sufficient items to allow the Recipient to prepare a simple first meal and to reside in the house comfortably until they can go to a supermarket.
- (b) 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 Recipient.
- (c) For large group adult share households, one Basic Starter Package should be provided at the commencement of use of the property, suitable to the size of the initial group of Recipients. If there are any subsequent arrivals, an amount per person (in accordance with the SRSS Program Procedural Instruction) is available to support the new arrival.
- (d) Provision of the Basic Starter Package is a one-off service, and the SRSS Provider must not provide the Basic Starter Package to a Recipient more than once. The SRSS Provider must encourage Recipients to use their Living Allowance to purchase additional items as needed.
- (e) The SRSS Provider must ensure the cost of the Basic Starter Package is within the pre-approved expenditure levels outlined in the SRSS Program Procedural Instruction and recorded in the Recipient's Case Plan.

9.5 Orientation Assistance Services (not applicable to Band 1)

9.5.1 General requirements: all Bands (except Band 1)

- (a) The SRSS Provider must provide Orientation Assistance to all Band 2, Band 3, Band 4, Band 5 and Band 6 Recipients to assist Recipients develop skills and competencies necessary to help them achieve a level of independence in the Australian community.
- (b) The SRSS Provider must assist Recipients to understand the conditions of their community placement and responsibilities.
- (c) The SRSS Provider must undertake a Needs Assessment to determine and tailor the Recipient's required Orientation Assistance Services requirements.
- (d) The SRSS Provider must provide Orientation Assistance within the first week of a Band 2 or Band 3 Recipient entering the community (or being referred to the SRSS Provider for Band 5 and Band 6 Recipients) and continue to provide the support necessary for the Recipient.
- (e) The SRSS Provider must ensure Orientation Assistance is delivered at a level suitable to the Recipient's learning ability, in a language they understand and at appropriate times that accord with their other commitments.
- (f) Orientation Assistance can be provided individually or in a group situation, such as a course. The SRSS Provider must record the Recipient's attendance in the Recipient's Case Plan.
- (g) An Orientation Syllabus providing more detailed information about the content that should be covered is provided at in the SRSS Program Procedural Instruction.
- (h) The SRSS Provider must ensure that the orientation planned and delivered for each Recipient is detailed in the Recipient's Case Plan.
- (i) Orientation Assistance must include (without limitation):
 - (i) expectation management with regards to the role of the SRSS Provider and the Department's expectations on compliance with visa conditions and Residence Determination conditions;
 - (ii) local orientation and identifying the location of a general practitioner, pharmacy, shops, parks and recreation areas, schools, libraries, and internet facilities;
 - (iii) explaining the proper use of emergency services;
 - (iv) explaining and identifying the location of public transport, timetables and maps;
 - (v) identifying the location of the Department's closest office;
 - (vi) introducing and linking in with ethnic and religious community groups, places of worship, and other community groups, such as children's playgroups, parents groups, community centres;
 - (vii) information about renting in Australia and maintaining rental accommodation;
 - (viii) providing basic financial management guidance including information on banking facilities, the location of ATMs and instruction on how to use them;
 - (ix) health care and information on prevention;

- (x) understand how to source pharmaceutical products;
 - (xi) education for school-aged children in Australia;
 - (xii) pre-school options for children younger than school-age;
 - (xiii) parenting skills and youth issues, which can include:
 - o managing teenagers in the Australian context;
 - o keeping children safe online;
 - o appropriate ways for parents to discipline children;
 - (xiv) an overview of what is considered domestic and family violence and how to seek help, which can include:
 - o appropriate physical contact, and what to do if they feel unsafe;
 - (xv) cultural issues and communication skills;
 - (xvi) life in the Australian community, including a focus on rights and responsibilities and the Code of Behaviour;
 - (xvii) providing basic information about relevant rules and laws; and
 - (xvii) information on the Return and Reintegration Assistance Program (RRAP) if relevant.
- (j) The SRSS Provider must assist Recipients in opening a bank account in their first week in the community. Recipients must have a bank account in order to begin receiving financial support from Services Australia.
 - (k) The SRSS Provider must provide basic financial management guidance to Recipients as part of the initial orientation process. The SRSS Provider must ensure Recipients receive appropriate guidance to assist them manage their Living Allowances effectively and have a good understanding of the expenses for which they are responsible.
 - (l) Depending on need, support to assist Recipients in managing budgets must be ongoing and part of this support may be delivered in a group setting, if appropriate.

9.6 Essential Registration Services (not applicable to Band 1)

9.6.1 General requirements: all Bands (except Band 1)

- (a) The SRSS Provider must assist Band 2, Band 3, Band 4, Band 5 and Band 6 Recipients to undertake Essential Registrations as required to access health, education, employment and banking services.
- (b) The SRSS Provider must:
 - (i) enrol school-aged children in schools within two weeks of entering the SRSS program or when transferring to a new area, with the exception of special needs children where it is acknowledged that the enrolment process may take longer;
 - (ii) assist parents/Guardians in overcoming barriers to the child's attendance; and

- (iii) for unaccompanied children, work with the child to overcome barriers to their attendance.
- (c) In exceptional circumstances where there are child development or well-being concerns, families with young children can request childcare assistance, via an Additional Services request. If approved by the Department, the SRSS Provider must assist those families to access the approved childcare and make the necessary payments. In such circumstances, support may also include linking to parental education classes. These can be put to the Department as an Additional Service request.
- (d) SRSS Providers must register all Band 2 and Band 3 Recipients with Services Australia in order to receive their Living Allowance. Band 4, Band 5 and Band 6 Recipients should be registered with Services Australia if they have been approved for income support (which may include rent assistance) or are eligible for non-SRSS benefits. The SRSS Provider must assess and pay the Living Allowance and related payments to Recipients who have not yet received their Living Allowance Payments from Services Australia in accordance with clause 10.16 of this Statement of Requirements.
- (e) SRSS Providers must ensure Recipients are registered with Services Australia at the earliest opportunity in order to begin receiving Living Allowance payments.
- (f) SRSS Providers must also assist Recipients to set up a bank account.

9.6.2 Band 2 and Band 3: Essential Registration Services – specific requirements

- (a) The Detention Health Service Provider must deliver Integrated Primary Health Care to Detainees living in Residence Determination exclusively through arrangements with local Subcontractors.
- (b) The Health Service Provider is responsible for managing any referrals to Secondary and Tertiary Health Care for Detainees living in Residence Determination.
- (c) The Detention Health Service Provider allocates general practitioner and pharmacy providers to Recipients, and coordinates health care for Recipients, including referrals for specialist support services. The Detention Health Service Provider also arranges payment of health-related invoices.
- (d) The SRSS Provider is responsible for assisting Recipients to locate approved health services and to educate them on how to access those services. The SRSS Provider must:
 - (i) assist Band 2 and Band 3 Recipients to make an appointment with their allocated general practitioner;
 - (ii) accompany the Recipient to their first appointment; and
 - (iii) link the Recipient into their allocated pharmacy.
- (e) The SRSS Provider must assist Band 2 and Band 3 Recipients who wish to participate in community education classes with their enrolment. Community education classes must not be vocational, result in a formally recognised qualification, or breach the conditions of the Recipient's Residence Determination. The classes must be funded by the Recipient and will not be paid for by the SRSS Provider or the Department.
- (f) SRSS Providers must assist Band 2 and Band 3 Recipients to complete Form 1448 (Status Resolution Support Services Program Repayment Agreement) and Form 1450 (Status Resolution Support Services Program Privacy notice and consent) and upload to the Provider Portal when the Recipient enters the SRSS program.

9.6.3 Band 4: Essential Registration Services - specific requirements

- (a) SRSS Providers must assist Band 4 Recipients to:
 - (i) complete Form 1448 (Status Resolution Support Services Program Repayment Agreement) and Form 1450 (Status Resolution Support Services Program Privacy notice and consent) and upload to the Provider Portal when the Recipient enters the SRSS program;
 - (ii) register with employment services (for Recipients with work rights);
- (iii) register with Services Australia (if eligible for non-SRSS support payments); and
- (iv) register for a Tax File Number (TFN) and/or an Australian Business Number (ABN) (for Recipients with work rights).
- (b) The SRSS Provider must assist Band 4 Recipients to register with Medicare (if eligible) and assist Recipients to make appointments with general practitioners if required.
- (c) Children in Band 4 who will be remaining in their current location long-term should be enrolled in school within two weeks. However, this can be delayed where it is expected that a particular family is in Transitional Accommodation and is likely to move to another area in the near future.

9.6.4 Band 5 and Band 6: Essential Registration Services – specific requirements

- (a) SRSS Providers must assist Recipients to:
 - (i) register with employment services (for Recipients with work rights); and
 - (ii) register for a Tax File Number (TFN) and/or an Australian Business Number (ABN) (for Recipients with work rights).
- (b) The SRSS Provider must assist Band 5 and Band 6 Recipients to register with Medicare (if eligible) and assist Recipients to make appointments with general practitioners if required.
- (c) The SRSS Provider should encourage and assist Band 5 and Band 6 Recipients to take out appropriate ambulance cover, as the Department will not cover the costs associated with ambulances.

10. CORE SERVICES

10.1 General requirements: all Bands

- (a) The SRSS Provider must provide Core Services as appropriate to the needs of each Recipient and their Bands in accordance with this Statement of Requirements and as directed by the Department.
- (b) The SRSS Provider is to provide Carers, Independent Observers and Case Workers, to play a central role in working with Recipients to manage their wellbeing while they are in the SRSS program.
- (c) The SRSS Provider must ensure that Carers, Independent Observers, Case Workers and all other SRSS Personnel meet all the Obligations specified in this Statement of Requirements.
- (d) SRSS Provider Personnel responsible for providing direct support Services to Recipients must be appropriately vetted prior to engagement. They must have passed the relevant National Police

Checks, working with children and working with vulnerable people checks and comply with all requirements contained in the Department's Child Safeguarding Framework.

- (e) The SRSS Provider must, in line with the Department's Child Safeguarding Framework, make children and families aware of their rights and advise them and their Carers of mechanisms to report complaints, concerns or allegations of child abuse.
- (f) The SRSS Provider must ensure all Service Provider Personnel do not provide immigration advice or advocate for a particular immigration outcome.
- (g) Most Band 1, Band 2, Band 3 and Band 5 Recipients will have two central points of contact:
 - (i) a departmental Status Resolution Officer; and
 - (ii) a SRSS Case Worker.
- (h) Band 4 and Band 6 Recipients will generally have one point of contact, a SRSS Case Worker.
- (i) The SRSS Provider must provide Carer and Case Worker Services that:
 - (i) balance the Recipient's level of need and the Department's Duty of Care, and take into account the minimum service requirements and departmental directives outlined below;
 - (ii) are consistent with the Recipient's eligibility for support;
 - (iii) take into account the Case Workers' qualifications and the Recipients' levels of need;
 - (iv) provide Services to family groups as one case, if it is appropriate to do so;
 - (v) provide the appropriate level of Case Worker support (not all Recipients in the SRSS program will require extensive Case Worker support);
 - (vi) are in line with the Principles of the SRSS program and help Recipients to achieve a level of self-sufficiency; and
 - (vii) ensure Case Workers maintain professional and therapeutic relationships that maintain a professional boundary with the Recipient and do not over service Recipients or inadvertently create an unsustainable level of dependence on their support.
- (j) The Department may require SRSS Providers to provide a higher level of support to Recipients who have complex needs (e.g. medical, mental health or trauma). The SRSS Provider must comply with any such requirement as directed by the Department.
- (k) **Table 7** below provides an overview of the Services provided by Carers, Independent Observers and Case Workers.

Table 7 – Carer, Independent Observer and Case Worker Support Services

Band	Carer	Independent Observer	Case Worker Support						
			Monthly Minimum Contact	Case Plans	Continued Eligibility Reviews	Supporting Status Review	Supporting Recipient health	Meaningful engagement	Emergency Relief
1	V	V	V face to face	x	x	V	V	V	V
2	V	V	V face to face	V	x	V	V	V	V
3	On exceptional basis only	On exceptional basis only	V face to face	V	x	V	V	V	V
4	x	x	V	V	x	V	V	V	V
5	x	On exceptional basis only	V face to face	V	V	V	V	V	V
6	x	x	V face to face every 3 months	V	V	V	V	V	V

10.2 Carer Support Services

10.2.1 General requirements: Band 1 and Band 2

- (a) The SRSS Provider must provide Carer support to UAMs in Band 1 and Band 2 of the SRSS program in a professional manner. Carer support includes daily care, welfare and support, as outlined in clause 10.2.2 (Band 1) and clause 10.2.3 (Band 2) of this Statement of Requirements.
- (b) The Department will advise the SRSS Provider that a Carer is required in accordance with clause 9.2 (Recipient Referrals) of this Statement of Requirements.
- (c) The SRSS Provider must employ suitability trained and qualified Carers who have undergone relevant checks to deliver Carer Support Services. Suitability of training and qualifications for Carers will depend on the age of the children being cared for, their background and the complexity of their circumstances (e.g. trauma history). When obligated by State or Territory law, the SRSS Provider is required to adhere to the requirements of any home care accreditation frameworks.
- (d) The SRSS Provider must ensure that UAMs are provided with a high level of ongoing support due to their status as Minors.
- (e) The SRSS Provider must provide a Carer 24 hours a day to help manage the day-to-day care of each UAM. A Carer can provide care to more than one UAM at a time. Refer to clause 10.2.2(a) of this Statement of Requirements for ratios.
- (f) As much as possible, the SRSS Provider must prioritise consistency in staffing when arranging Carers for children in Band 1 and Band 2 so that children can develop trusting relationships with their Carers and Carers can become familiar with children's needs and identify and manage any emerging issues with individual children.

- (g) The SRSS Provider must ensure the Carer fulfils a role similar to that of a parent. The Carer may not be required to accompany the UAM 24 hours a day, but they must be available and accessible if a UAM in their care needs their assistance or support.
- (h) The SRSS Provider must ensure Carers are aware of, and comply with, their responsibilities under the IGOC Act. Further details of SRSS Provider responsibilities under the IGOC Act are provided in Annexure A of this Statement of Requirements.
- (i) Carers must understand who can make decisions for UAMs (for both IGOC and non-IGOC Minors) and consult with the relevant persons or organisations when required. Carers should seek the views of children in their care where the child is old enough and has capacity to form a view about the activity or service being considered.
- (j) If required by the Department, the SRSS Provider must ensure the Carer participates in Case Conferencing with the Department, the Detention Health Service Provider and others as required.
- (k) The SRSS Provider must ensure Carers complete training, as specified by the Department, in relation to working with children. Details of requirements for Carer Personnel is at clause 14.10 of this Statement of Requirements.
- (l) The SRSS Provider must provide bilingual Carers to act as informal interpreters in informal and emergency situations. The SRSS Provider must ensure bilingual Carers are not used to interpret in formal interviews, such as legal or immigration related interviews, or for health related matters, unless in emergency. This will be done by interpreters accredited by the National Accreditation Authority for Translators and Interpreters (NAATI), in the presence of an Independent Observer.
- (m) The SRSS Provider must report all Incidents to the Department and the Detention Service Provider (for Band 1 only) in accordance with clauses 16.2 and 16.3 of this Statement of Requirements.

10.2.2 Band 1: Carer Support – specific requirements

- (a) The SRSS Provider must provide one Carer to five UAMs (1:5) in APODs, unless otherwise approved by the Department. Some UAMs may require an individual Carer.
- (b) UAMs in APODs will have most of their day-to-day care requirements met by the Detention Service Provider. These UAMs will be referred to SRSS Providers who must provide Carer Support Services and Independent Observers Services as required. The Carer must provide daily care, welfare and support for up to 24-hours per day to UAMs in APOD.
- (c) In the case of young or vulnerable children, 24-hour live-in support may be required. UAMs aged 16–17 that are more independent may need less intensive support (e.g. 9am – 5pm or 8am – 8pm).
- (d) The SRSS Provider must provide Carer Support Services to UAMs to ensure that the Department meets the health, recreation, educational, spiritual, cultural, skill development and nutritional needs of the Minor.
- (e) The SRSS Provider must ensure Carers for UAMs:
 - (i) work in cooperation with the Department, the Detention Service Provider and the Detention Health Service Provider to encourage Recipients to access and use available Services in an appropriate manner;
 - (ii) contribute to the development and review of the UAM's Individual Plans that address the vulnerabilities, needs and interests of each child;

- (iii) provide a safe, secure and supportive environment;
 - (iv) support the UAM to attend school, where appropriate, and engage in meaningful activities; and
 - (v) are able to educate and support UAMs to behave appropriately, including helping to develop and implement behaviour management plans where required.
- (f) The Carer must tailor Services to each UAM's culture, circumstances and legal status. This is essential in the absence of the UAM's parents and social support structures. Carers should seek the views of the child when deciding on Service settings, where appropriate.
- (g) The SRSS Provider must consult with the Department and Other Providers to assist in identifying and facilitating programs and activities. Activities must be appropriate to the abilities and needs of the UAM, be culturally safe, and to the specific site (e.g. APOD).
- (h) The Carer must work in cooperation with the Detention Services Provider in supporting UAMs including by:
 - (i) facilitating and encouraging to access the Services provided by the SRSS Provider and Other Providers, including the Detention Service Provider;
 - (ii) supporting UAMs in identifying and clarifying their specific requirements (such as allergies, religious observations, medication etc) and aiding in the communication of these requirements;
 - (iii) supporting the Department, the Detention Service Provider and the Detention Health Service Provider in bridging communications between Service Providers and the UAM and encourage UAMs to communicate with the Detention Service Provider;
 - (iv) managing of UAM's access to television, the internet and social media, and other media (in accordance with the SRSS Program Procedural Instruction);
 - (v) assisting the UAM to understand visitor management (in accordance with the SRSS Program Procedural Instruction);
 - (vi) assisting UAMs to abide by the Household/APOD Rules (in accordance with the SRSS Program Procedural Instruction);
 - (vii) explaining and monitoring the UAM's use of Individual Allowance Program points and, in consultation with the Detention Service Provider, encouraging them to use Individual Allowance Program points soundly; and
 - (viii) providing the child access to necessary items from the Detention Service Provider such as paperwork and forms.
- (i) The SRSS Provider must work with the Department, the Detention Service Provider, and the Detention Health Service Provider to develop, implement and monitor, as required, Behaviour Management Plans and implement appropriate behaviour management techniques (in accordance with the SRSS Program Procedural Instruction) for UAMs. The Behaviour Management Plan will also be included in the Individual Management Plan prepared by the Detention Service Provider.
- (j) If the SRSS Provider has identified, or suspects, that a UAM has engaged in Prohibited Behaviour, the SRSS Provider must as soon as practicable inform the Department (including the Delegated Guardian) and the Detention Service Provider of the relevant behaviour and record the relevant details of any Incident or suspected Incident of Prohibited Behaviour in accordance with incident reporting requirements at clauses 16.2 and 16.3 of this Statement of Requirements.

- (k) The SRSS Provider must develop and implement processes, in cooperation with the Department and Other Providers, for managing instances where UAMs are engaged in behaviour that is illegal, has breached the rules applicable at the APOD, or is anti-social in nature in accordance with Prohibited Behaviours listed in the SRSS Program Procedural Instruction.
- (l) In exceptional circumstances, if required by the Department, the SRSS Provider must provide Carers to accompanied children in APODs. This may occur where the child's parent(s) is unavailable to care for them, e.g. due to hospitalisation.
- (m) Where a UAM is placed in the care of a SRSS Provider's sub-contracted agency, the subcontracted agency will assume the same primary responsibilities as the SRSS Provider. The SRSS Provider will continue to have overall responsibility of the Services delivered to the UAM under their Contract.
- (n) The SRSS Provider must work closely with the sub-contracted agency to provide guidance about decisions relating to the care and welfare of a UAM. This should occur within the parameters of the contractual relationship between the SRSS Provider and the sub-contracted agency where appropriate.

10.2.3 Band 2: Carer and Custodian Support – specific requirements

10.2.3.1 Band 2: Carer Support

- (a) UAMs in the community under Residence Determination arrangements will receive SRSS Band 2 support Services and may be accommodated together in group houses, where appropriate.
- (b) However, low Band 2 Recipient numbers and other considerations such as sex/age/culture/religion may not make group accommodation possible. SRSS Providers should be prepared not to benefit from economies of scale.
- (c) Where a UAM is placed in the day-to-day care of an SRSS Provider in the community, the SRSS Provider will have primary responsibility for providing, and making decisions relating to, the day-to-day care and welfare of the UAM within the parameters of Band 2 of the SRSS program. An SRSS Provider's authority to make decisions for and report incidents involving UAMs arises from the IGOC Act (for IGOC Minors) and from the Department's responsibility to take reasonable care towards all people detained under Residence Determination arrangements (both IGOC Minors and non-IGOC Minors).
- (d) The SRSS Provider must ensure that Carers are available in each house 24 hours a day to manage the day-to-day care of the UAMs in that house. UAM Carers may rotate in shifts, provided that one Carer is in the house or available at all times. The SRSS Provider must attempt to prioritise consistency of staffing to support the development of trusting relationships and agreed boundaries and routines.
- (e) The SRSS Provider must ensure that Carers for UAMs:
 - (i) assume and exercise responsibility for the safety, care and welfare of the UAMs in their care;
 - (ii) have access to a car to take UAMs in their care to medical appointments and other activities as required;
 - (iii) manage grocery shopping and pay for household food and groceries;
 - (iv) manage a roster of household chores and provide meals (with appropriate assistance from Recipient(s) in the house);
 - (v) ensure the UAM's health needs are met by ensuring that any Referrals are made through the Detention Health Services Provider;

- (vi) provide day-to-day supervision and support of UAMs; seek the views of children and include them in decision making, where appropriate;
 - (vii) educate UAMs about online safety and appropriate physical contact and what to do if they feel unsafe;
 - (viii) provide assistance to UAMs in relation to their nutrition, health (including understanding the requirements for safe and responsible use of medications), hygiene, recreation, spiritual and cultural needs;
 - (ix) provide UAMs with opportunities for skills development, including independent living skills as they get older;
 - (x) ensure school-aged UAMs attend school or other education options;
 - (xi) assist UAMs with English language skills and school homework;
 - (xii) ensure agreed household Curfews are adhered to by UAMs;
 - (xiii) provide UAMs with support in times of transition, such as moving to or from an Immigration Detention Facility or into the community;
 - (xiv) ensure Carers work with Case Workers to develop and implement behaviour management plans where needed; and
 - (xv) explain and remind UAMs of the conditions of their Residence Determination, when required.
- (f) The SRSS Provider must provide a Case Worker in accordance with clause 10.4 of this Statement of Requirements to Band 2 UAMs in addition to the Carer to assist in managing their wellbeing.
- (g) It is a general requirement that Carers and Case Workers work with their Recipients to build their independence and capability to self-manage. In addition, Carers and Case Workers must work intensively with UAMs from the age of 17 to provide the necessary guidance and support that will enable those UAMs to successfully transition to adulthood, including transitioning out of their UAM property (and Carer arrangements) and into new arrangements whether transitioning to Band 3 or onto a visa and Band 4 Services once they turn 18.
- (h) In exceptional circumstances, the SRSS Provider will be required to provide more intensive tailored support as requested by the Department. For example, the Department may require the SRSS Provider to establish foster care like arrangements (24-hour support that reflects a family environment) for young UAMs.

10.2.3.2 Band 2: Custodian Support

- (a) UAMs who fall under the guardianship of the Minister under the IGO Act are known as 'IGOC Minors'
- (b) The SRSS Provider will be appointed as a Custodian (in accordance with the IGO Act) and Carer for IGO Minors in Band 2, and in limited circumstances Band 3.
- (c) Under Regulation 9 of the IGO Regulations, Custodians must provide for the welfare and care of IGO Minors for whom they are a Custodian. Welfare and care are defined in the IGO Regulations as including custody, control, maintenance, education, training and employment.
- (d) Regulation 9(2) of the IGO Regulations provides that Custodians of IGO Minors have, as far as practicable, the same duties and Obligations as they would have in an equivalent role (for

example, a foster parent) under relevant State and Territory child welfare legislation where the IGOC Minor is residing.

- (e) Custodians make decisions about routine day-to-day matters, while Delegated Guardians retain overall legal authority and responsibility for an IGOC Minor. That is, custodianship does not displace guardianship. If the SRSS Provider is required to be appointed as a Custodian of IGOC Minors, it must ensure Delegated Guardians are consulted in all matters that are not of a routine matter regarding the care and welfare of an IGOC Minor.
- (f) Custodians are confirmed as follows:
 - (i) Where an SRSS Provider has been assessed as suitable and willing to provide care services for an IGOC Minor, the organisation will be their Custodian.
 - (ii) Where an SRSS Provider's sub-contracted agency has been assessed as suitable and willing to provide day-to-day care for an IGOC Minor, this agency will be their Custodian. The SRSS Provider Case Worker will maintain responsibility for Case Worker service.
 - (iii) Where an IGOC Minor has been assessed as suitable and willing to live with a relative or Community Link, the Community Link will be their Custodian.
 - (iv) Where an IGOC Minor is part of an extended family group, an adult family member may be assessed as suitable and willing to be their Custodian. Where the adult family member is under the age of 21 or unable to provide care, the SRSS Provider organisation will be Custodian.
- (g) The IGOC Regulations also require Custodians of IGOC Minors to seek the consent of a Delegated Guardian before making a decision to:
 - (i) place an IGOC Minor into the care of another person; and
 - (ii) take an IGOC Minor out of, or allow an IGOC Minor to leave, the State or Territory where that Minor resides.
- (h) All changes of address must be approved by the Minister under 197AD of the Migration Act prior to the move. The SRSS Provider must also inform a Delegated Guardian of any change in address at which the IGOC Minor resides with the Custodian, at least one week before the change occurs. If this is not possible, the SRSS Provider must notify the Delegated Guardians as soon as practicable.
- (i) The SRSS Provider must meet the applicable reporting requirements for IGOC Minors outlined in clause 16.7 of this Statement of Requirements.
- (j) The IGOC Regulations impose statutory obligations on Custodians. It is important that SRSS Providers ensure all Custodians, whether an SRSS Provider or an individual, are aware of these obligations, particularly the obligation to notify the IGOC delegate of certain serious incidents. Failure to do so is a criminal offence and may attract a criminal penalty. SRSS Providers must report incidents in accordance with clause 16 of this Statement of Requirements.
- (k) Under the IGOC Act, certain decisions must be escalated to the IGOC delegate for decision. It is important that all Custodians are aware of these requirements so that they are not in breach of the IGOC Act and Regulations.
- (l) SRSS Providers need to ensure that Community Link Custodians understand when to contact the SRSS Provider Case Worker. Custodians are required to escalate relevant matters to the IGOC delegate for information, discussion or decision.

- (m) SRSS Providers must not assume a UAM's guardianship status based on the Band they are referred to, or their current situation. While most IGOC Minors will be referred for Band 2 services, some may also be referred for services in Band 3.
- (n) Only one SRSS Provider will be responsible for a UAM at any time. Where a UAM identifies a relative or other community support person, but is placed in the care of an SRSS Provider in a UAM house, only the SRSS Provider has care and welfare responsibilities in relation to the UAM. While the UAM may be encouraged to build a positive relationship with their relative or other community support person, they have no legal standing in relation to the UAM and no decision-making responsibilities.
- (o) Where a UAM is placed with a Community Link, SRSS Providers are responsible for:
 - (i) ensuring that the Community Link Carer or Community Link Custodian arrangement remains suitable;
 - (ii) ensuring Community Link Carers and Custodians are aware of their reporting and decision-making responsibilities; and
 - (iii) any changes are reported to the Department.
- (p) Any Custodian must seek the IGOC delegate's consent for non-routine matters affecting the Minor and notify the IGOC delegate of certain events. SRSS Providers will be able to view Custodian information in the Department's Provider Portal.

10.3 Independent Observer Services

10.3.1 General requirements

- (a) SRSS Providers must provide Independent Observer Services to UAMs, Minors whose parents/Guardians are unable to be present and vulnerable adults as requested by the Department.
- (b) The SRSS Provider must employ suitably trained and qualified Personnel who have undergone relevant checks to deliver Independent Observer Services, including a working with children check.
- (c) Independent Observers do not require any specific qualifications but must undertake departmental training as directed by the Department.
- (d) All Independent Observers are required to undertake the Independent Observer for Interviews departmental learning prior to taking up the role.
- (e) Independent Observers who participate in an interview with a minor are required to complete a declaration for each interview in which they participate. The interviewer should have a copy of this declaration available for the Independent Observer to complete prior to and after the interview.
- (f) The purpose of Independent Observers is to (where required) provide physical, social and emotional support and accompany the Recipient(s) in instances such as formal interviews or during transport as determined by the Department, in APODs or other locations such as in the community, at a government office, tribunal or court.
- (g) The Independent Observer must not perform a dual role as the UAM's Carer or Case Worker.
- (h) Independent Observers may service a number of different Recipients. However, the SRSS Provider must provide one Independent Observer to one Recipient for interviews as requested by the Department.

- (i) The SRSS Provider must ensure there is no actual, perceived, or potential conflict of interest for the Independent Observer. They must not have a prior relationship with the Recipient nor, where possible, with the Department. For example, the person performing the Independent Observer role must not be responsible for or involved in the facilitation of supervision or daily care for the Minor being interviewed or undertake a care or support role for any individual involved in the interview.

10.3.2 Assignment of an Independent Observer

- (a) The Department will notify the SRSS Provider with 12 hours prior notice of the need for Independent Observer Services for Recipients. However, there may be times when as little as one hour's notice can be given, e.g. if a UAM was being detained on arriving at an airport.
- (b) The SRSS provider must (where time permits) provide the Department and/or relevant agencies with written confirmation to the nominated departmental contact that an Independent Observer will be in attendance at the requested time, within 12 hours of a request for Independent Observer Services, or within a timeframe otherwise agreed by the Department.
- (c) Where the SRSS Provider has difficulties providing an Independent Observer as requested, the SRSS Provider must immediately notify the Department and/or the relevant agencies, and cooperate to find an acceptable alternative.

10.3.3 Independent Observer Requirements

- (a) Recipients must be given the option to refuse the presence of an Independent Observer. The SRSS Provider must comply with such requests and notify the Department and the Delegated Guardian, if relevant. Further advice will be provided from the Department upon notification.
- (b) The Independent Observer must remain with the Recipient for the duration of request.
- (c) Independent Observers must carry out the duties for interviews in accordance with the SRSS Program Procedural Instruction.
- (d) Independent Observer Services may be required during any initial age determination and interview processes that occurs whilst the UAM is in held detention. Age determination processes may be undertaken on Christmas Island or elsewhere in Australia.
- (e) An Independent Observer is generally not required during routine processes relating to a Recipient's everyday care and case management including:
 - (i) health related process (such as medical appointments); or
 - (ii) induction to accommodation arrangements, management of property or personal items.
- (f) The Independent Observer has no casework, legal advocacy or investigative responsibilities.
- (g) Independent Observers must use reasonable endeavours to ensure that the treatment of Recipients during any interviews and processes is fair, appropriate and reasonable. Where the Independent Observer is concerned that this has not been done, the Independent Observer must report to the Department in accordance with the Incident Reporting requirements.

10.4 Case Worker Support Services

10.4.1 General requirements: all Bands

- (a) The SRSS Provider must employ suitability trained and qualified Case Workers who have undergone the relevant checks to deliver Case Worker Support Services, including working with children checks.
 - (b) The SRSS Provider is required to provide limited Case Worker Support Services to Band 1 Recipients to ensure full oversight of the placement and a single point of contact for the Department.
 - (c) The SRSS Provider must provide Case Worker Support, through Case Coordination, to all Recipients in Band 2, Band 3, Band 4, Band 5 and Band 6. This includes:
 - (i) undertaking a Needs Assessment, developing and maintaining Case Plans (in accordance with clause 10.6 of this Statement of Requirements) that are aligned with eligibility requirements and Recipient's needs;
 - (ii) ensuring Recipients are aware of their responsibilities under the SRSS program and to understand that the level of support provided is in line with Australian government and community expectations;
 - (ii) encouraging the independence and confidence of Recipients to engage in the status resolution process and to achieve the milestones set by the Department for the entire period a Recipient is on the SRSS program;
 - (iii) monitoring and supporting the Recipient's health;
 - (iv) liaising with Carers, Community Links, community supports, departmental representatives and Other Providers where required;
 - (v) reinforcing any required departmental messaging regarding status resolution, including third country resettlement options and the RRAP;
 - (vi) participating in Case Conferencing with the Department and the Detention Health Service Provider where required;
 - (vii) ensuring Recipients are registered for Essential Services (in accordance with clause 9.6 of this Statement of Requirements);
 - (viii) ensuring Recipients are provided Orientation Assistance Services (in accordance with clause 9.5 of this Statement of Requirements);
 - (ix) assisting Recipients who are subject to a specific Code of Behaviour relevant to their circumstances, to understand and comply with their obligations under the code;
 - (x) assisting Recipients to link to the local community and assist Recipients to take part in Meaningful Engagement activities (in accordance with clause 10.11 of this Statement of Requirements);
- providing financial management support
- (xi) , including budgeting assistance;
 - (xii) regularly monitoring and reviewing each Recipient in their care;
 - (xiii) making recommendations to the Department about the Recipient's ongoing support requirements;

- (xiv) identifying and managing issues and reporting Incidents, in accordance with the Incident reporting timeframes (in accordance with clause 16 of this Statement of Requirements);
- (xv) addressing emergency situations, including contacting emergency services as appropriate and reporting Incidents, in accordance with the Incident reporting timeframes (in accordance with clauses 16.3 and 16.5 of this Statement of Requirements);
- (xvi) reporting any changes in the Recipient's circumstances (including changes to family composition and/or change of address and contact details); and
 - (xvii) completing Recipient's Transition-Out Plans (in accordance with clause 11.2 of this Statement of Requirements).
- (d) Case Workers maintain responsibility for Case Coordination with support, if relevant, from Carers. Other Personnel may also have a role in delivering Services as approved by the Department.
- (e) The SRSS Provider must ensure Recipients are appropriately engaged with other services, programs, community organisations (including religious groups) and activities in the broader community, and develop the skills to independently access support and services as required. The SRSS Provider must ensure Case Workers pay particular attention to the following:
 - (i) the Recipient's physical and mental health and safety, including assisting the Recipient to manage any required or prescribed medication;
 - (ii) the special vulnerabilities of children, especially UAMs, taking into account their age and maturity;
 - (iii) family and shared house dynamics;
 - (iv) the condition of the Recipient's accommodation;
 - (v) the Recipient's ability to manage their Living Allowance and meet financial responsibilities;
 - (vi) capacity building (helping Recipients to develop a degree of self-sufficiency); and
 - (vii) involvement in the community (Meaningful Engagement).
- (f) The SRSS Provider must provide Case Worker Support Services to all referred Recipients regardless of whether they live in Provided Accommodation, with a Community Link or in private rental accommodation.
- (g) The SRSS Provider must provide Case Worker Support Services on a needs basis. It is likely that Case Worker Support Services will be most intensive in the first few weeks of a Recipient entering the SRSS program. The level of support should generally decrease over time as the Recipient links to existing services and supports in the community and achieves a level of independence.

- (h) If the SRSS Provider identifies a need for emergency accommodation, this must be discussed with and approved by the Department prior to providing any emergency accommodation in accordance with clause 10.12 of this Statement or Requirement.
- (i) If the Department identifies a need for emergency support, the Department may request the SRSS Provider to arrange the necessary support. The SRSS Provider must comply with any such request. Emergency support may include (without limitation):
 - (i) care for Minors if their adult Carers are unavailable; or
 - (ii) emergency accommodation if a Recipient is unable to remain at their property.
- (j) Case Workers must make Minimum Contact with Recipients in accordance with the Recipient's relevant Band.
- (k) SRSS Providers must escalate non-contact and non-engagement by Recipients to the Department via the Provider Portal and submit an updated Case Plan with the details. Recipients have two weeks to respond to attempted contact, prior to the SRSS Provider notifying the Department via the Provider Portal.

10.4.2 Band 1: Case Worker Support Services – specific requirements

- (a) Case Workers must have in-person Minimum Contact at the UAM's APOD at least once per calendar month and more frequently for Recipients who are displaying a higher level of need, or where directed by the Department. Minimum Contact must not be done over video conference, unless approved by the Department. UAMs must be present in-person during Minimum Contact and sighted by the Case Worker.
- (b) Case Workers must complete a Child Wellbeing Assessment for UAMs in Band 1 (in accordance with the SRSS Program Procedural Instruction).

10.4.3 Band 2: Case Worker Support Services –specific requirements

- (a) For UAMs in Band 2, Case Workers must work cooperatively with the Carer in managing the UAM's wellbeing. While the Carer has the day-to-day responsibility of caring for the UAM, the Case Worker has a broader responsibility for managing the UAM's ongoing development and wellbeing.
- (b) Case Workers must complete a Child Wellbeing Assessment for UAMs in Band 2 and Minors in family groups in Band 3 (in accordance with the SRSS Program Procedural Instruction).
- (c) Case Workers must have in-person Minimum Contact at the UAM's Residence Determination property at least once per calendar month and more frequently for Recipients who are displaying a higher level of need, or where directed by the Department.
- (d) Minimum Contact must not be done over video conference, unless approved by the Department. All UAMs must be present in-person during Minimum Contact and sighted by the Case Worker without exception.
- (e) The Department may direct an SRSS Provider to undertake very regular (including daily) face to face contact at any time.

10.4.4 Band 3: Case Worker Support Services – specific requirements

- (a) Case Workers must have in-person Minimum Contact at the Band 3 Recipient's Residence Determination property at least once per calendar month, and more frequently for Recipients who are displaying a higher level of need or where directed by the Department.
- (b) Minimum Contact must not be done over video conference, unless approved by the Department. All the Band 3 recipients in a family, including minor children, must be present in-person during Minimum Contact and sighted by the Case Worker without exception.
- (c) The Department may direct an SRSS Provider to undertake very regular (including daily) face to face contact at any time.

10.4.5 Band 4: Case Worker Support Services – specific requirements

- (a) Case Workers will provide short-term support to Band 4 Recipients to assist them to transition into the community from an Immigration Detention Facility or into the community from Residence Determination arrangements.
- (b) Recipients entering Band 4 from an Immigration Detention Facility will require more intensive support than Recipients who move out of Residence Determination arrangements into Band 4.
- (c) Case Workers must provide support for Band 4 Recipients for the period specified by the Department, which may range from three to twelve weeks, depending on whether the Recipient is transitioning from a period of short or long term Immigration Detention. Further details are in the SRSS Program Procedural Instruction which includes details on how to request extensions of Band 4 support if required.
- (d) Case Workers must provide reception assistance to each Band 4 Recipient on release from Immigration Detention (in accordance with clause 9.4 of this Statement of Requirements), as well as assisting the Recipient with accommodation, health and other needs.
- (e) Where an SRSS Provider identifies that a Band 4 Recipient may require support beyond their Band 4 expiry date, the SRSS Provider must notify the Department and depending on eligibility, either:
 - (i) request an extension of Band 4 Services; or
 - (ii) undertake an Initial Eligibility check, where eligible; and
 - (iii) assist the Recipient to make an SRSS Application if required, in accordance with clause 8.3 of this Statement of Requirements.
- (f) If the SRSS Provider determine that the Recipient may require further support, the SRSS Provider must make the SRSS Application to the Department two weeks before the Recipient's exit date from Band 4.
- (g) If the Recipient is approved for further SRSS support, the SRSS Provider must provide the relevant Case Worker support in accordance with the requirements in clause 10.4 of this Statement of Requirements.

- (h) Case Workers must have in-person Minimum Contact at least once per calendar month with Band 4 Recipients (or more frequently for Recipients displaying a higher level of need).

10.4.6 Band 5: Case Worker Support Services – specific requirements

- (a) Case Workers must undertake regular Continued Eligibility Reviews (in accordance with clause 10.7 of this Statement of Requirements).
- (b) Case Workers must have in-person Minimum Contact at least once per calendar month with Band 5 Recipients (or more frequently for Recipients displaying a higher level of need).

10.4.7 Band 6: Case Worker Support Services – specific requirements

- (a) The SRSS Provider must provide low-level Case Work support to Band 6 Recipients. This will involve intermittent contact with Recipients at the SRSS Provider's office to assist with issues as they arise and occasional assistance to Recipients to access health and other services.
- (b) Case Workers must undertake regular Continued Eligibility Reviews (in accordance with clause 10.7 of this Statement of Requirements).
- (c) Case Workers must have phone-based Minimum Contact at least once per calendar month and in-person Minimum Contact at least once in every three-month period with Band 6 Recipients (or more frequently for Recipients displaying a higher level of need).

10.5 Needs Assessments

10.5.1 General requirements: all Bands

- (a) The Case Worker must undertake a Needs Assessment when developing and updating Case Plans, in accordance with the SRSS Program Procedural Instruction, to identify a Recipient's needs.
- (b) Needs Assessments should be conducted in-person wherever possible.
- (c) Where directed by the Department, the SRSS Provider may be required to undertake a Needs Assessment before a Recipient enters the community, for example:
 - (i) where a Recipient displays high levels of need that may impact on their accommodation requirements; or
 - (ii) if a Recipient is likely to require immediate specialist attention on arrival in the community.
- (d) In circumstances where a Case Plan is required before a Recipient enters the community, the SRSS Provider may need to undertake the Needs Assessment over the phone, in consultation with the Recipient, the Recipient's departmental Status Resolution Officer and the Recipient's health provider. The Department will identify where a Needs Assessment is required before a Recipient enters the community and make such a request. The SRSS Provider must comply with any such request.
- (e) On an exceptional basis, Needs Assessment may be supplemented by discussions with the Recipient's departmental Status Resolution Officer via a Case Conference for particularly high-needs Recipients.

10.6 Case Plans

10.6.1 General requirements: all Bands

- (a) The purpose of a Case Plan is to serve as a record of the Recipient's needs and goals and to provide a record for the Department that the SRSS Provider has been actively and appropriately managing Recipients in their care and are addressing identified barriers to status resolution and to work.
- (b) A Case is either a single Recipient or a family group as identified by the Department.
- (c) Case Plans should identify the Recipient's vulnerabilities, health status and goals and the specific Services that have been, or will be, provided to address these needs, as well as any progress made in advancing towards goals.
- (d) SRSS Providers must ensure Case Workers develop and maintain monthly updated Case Plans for all Band 2, Band 3, Band 4, Band 5 and Band 6 Recipients.
- (e) Band 1 Recipients do not require Case Plans, but SRSS Providers are required to provide input into the plans developed and managed by the Detention Services Provider, including a Needs Assessment.
- (f) The SRSS Provider must submit an initial Case Plan to the Department via the Provider Portal within two weeks of the Recipient's placement in their Care (the Recipient's arrival in the community or transitioning between Bands and/or SRSS Providers).
- (g) The Case Worker must provide Recipients with the opportunity to participate in the development of their Case Plan, to promote engagement with the SRSS program and with their own needs and goals.
- (h) Case Plans should include detailed information in accordance with the SRSS Program Procedural Instruction.
- (i) Case Plans across all Bands will be reviewed for quality and consistency with the SRSS Program Procedural Instruction through sampling by the Department.
- (j) A Case Plan for a family must contain information on all family members and be uploaded to the Provider Portal of the Primary Recipient. It must demonstrate a clear focus on maximising the family's autonomy, competence and personal relatedness.
- (k) The SRSS Provider must ensure Case Workers undertake a Needs Assessment when developing and updating Case Plans in accordance with clause 10.5 of this Statement of Requirements.
- (l) The SRSS Provider must implement the Case Plan at the earliest opportunity, but no later than one week after it has been finalised and, where relevant, approved by the Department.
- (m) The SRSS Provider must update Case Plans monthly to ensure they contain up-to-date and relevant information on the Recipient and their circumstances in accordance with the SRSS Program Procedural Instruction.

(n) SRSS Providers must ensure Case Workers:

- (i) review Case Plans each time they contact a Recipient to ensure appropriate levels of support are in place and the Recipient or Recipient family is building on strengths and addressing barriers to status resolution and obtaining work;
- (ii) record a succinct summary of their case notes, including summary of the Recipient's or Recipient's family's mental and physical health, actions taken to address identified issues or previously reported incidents, and the overall outcome of the discussion into the Provider Portal; and
- (iii) submit an updated Case Plan to the Provider Portal in accordance with clause 10.6.1(o) of this Statement of Requirements.

(o) SRSS Providers must, at a minimum, submit an updated Case Plan to the Department via the Provider Portal every calendar month following the monthly Minimum Contact with Recipients. This is regardless of whether there are significant changes during the month.

(p) SRSS Providers must also submit an updated Case Plan within two weeks, to the Department:

- (i) where there are significant changes that may affect a Recipient's eligibility or Services; and
- (ii) following a reported incident being closed by the Department.

(q) Where an accurate and complete Case Plan is provided to the Department for approval, in most cases the Department will provide a response to the SRSS Provider within one week from receipt of the Case Plan. In complex cases, monthly updates on the progress of the request will be provided via the Provider Portal.

(r) The SRSS Provider must provide an updated Case Plan at any time, if requested by the Department.

10.6.2 Band 1: Case Plans - specific requirements

- (a) UAM's Individual Management Plans (IMP) are developed and managed by the Detention Service Provider. The SRSS Provider must collaborate and constructively contribute to the development of the UAM's IMP within one week of receiving the IMP from the Detention Service Provider.
- (b) An IMP is to be developed for each UAM. For UAMs, an Independent Observer is to be present when an IMP is developed. In the case of IGOC Minors, the IGOC delegate must also be notified and involved in the development of the IMP.
- (c) Separately, SRSS providers must complete a Child Wellbeing Assessment for UAMs in Band 1. The Child Wellbeing Assessment must be reviewed every three months or after significant changes or incidents as per clause 10.4.2 of this Statement of Requirements.
- (d) Child Wellbeing Assessments must be undertaken every three months and submitted to the Department via the Provider Portal.

10.6.3 Band 2: Case Plans - specific requirements

- (a) Initial Case Plans for Band 2 Recipients require approval from the Department.
- (b) SRSS providers must complete a Child Wellbeing Assessment (which is imbedded in the Case Plan) for Band 2 Recipients. The Child Wellbeing Assessment must be reviewed

every three months or after significant changes or incidents as per clause 10.4.3 of this Statement of Requirements.

- (c) Child Wellbeing Assessments must be undertaken every three months and submitted to the Department via the Provider Portal.

10.6.4 Band 3: Case Plans - specific requirements

- (a) Initial Case Plans for Band 3 Recipients require approval from the Department.
- (b) SRSS providers must complete a Child Wellbeing Assessment (which is imbedded in the Case Plan) for Minors in Band 3. Like the Case Plan itself, the Child Wellbeing Assessment must be reviewed every three months or after significant changes or incidents as per clause 10.4.3 of this Statement of Requirements.
- (c) Child Wellbeing Assessments, within Case Plans, must be undertaken every three months and submitted to the Department via the Provider Portal

10.6.5 Band 4: Case Plans - specific requirements

- (a) Initial Case Plans for Band 4 Recipients do not require approval from the Department.

10.6.6 Band 5: Case Plans - specific requirements

- (a) Initial Case Plans for Band 5 Recipients require approval from the Department, due to the needs and vulnerabilities of Band 5 Recipients.

10.6.7 Band 6: Case Plans - specific requirements

- (a) Initial Case Plans for Band 6 Recipients do not require approval from the Department.

10.7 Continued Eligibility Reviews: Band 5 and Band 6 only

- (a) The SRSS Provider must complete Continued Eligibility Reviews (CERs), and submit to the Department via the Provider Portal, for all Band 5 and Band 6 Recipients. The Department will use the CERs to assess whether a Recipient is still eligible for the SRSS Program and to ensure that the Services are appropriate.
- (b) The CERs should focus on outlining how the barriers and milestones in the Case Plan have been addressed or are preventing an individual from resolving their immigration status or working. Some barriers may include physical health, mental health, and family issues.
- (c) The SRSS Provider must also outline whether the Services the Recipient has been receiving, continue to be required, or new Services have been identified which will help Recipients to resolve barriers to status resolution.
- (d) The SRSS Provider must work with Band 5 and Band 6 Recipients to obtain and provide specialist medical evidence, highlighting how the Recipient is addressing significant and/or chronic barriers to resolving their status and accessing work. This can include treatment plans from medical specialists.
- (e) The SRSS Provider must include progress made toward the milestones identified in the Recipient's Case Plan and progress made against any treatment plans set out by the specialist.

- (f) The SRSS Provider must undertake CERs every three months for Band 5 Recipients (unless approved by the Department for a shorter or longer period) and every six months for Band 6 Recipients (unless approved by the Department for a shorter or longer period) to assess their continued eligibility for the SRSS Program.
- (g) The SRSS Provider must ensure Needs Assessments are also undertaken as part of CERs for Band 5 and Band 6 Recipients in accordance with clause 10.5 of this Statement of Requirements.
- (h) Where additional needs are identified as part of the CER process, the SRSS Providers must seek approval from the Department for the Recipients to access any Additional Services (as per clause 10.18 of the Statement of Requirements), identified.

10.8 Change of circumstances: all Bands

- (a) Recipients must notify the SRSS Provider about any change of circumstance that may affect their eligibility for the SRSS program.
- (b) The SRSS Provider must update the Recipient's Case Plan when they become aware of a change of circumstances regarding the Recipient and must also separately notify the Department via the Provider Portal. A change of circumstances can include (without limitation):
 - (i) employment status;
 - (ii) expecting a baby;
 - (iii) change in relationship status and / or family composition;
 - (iv) full time study (Band 4, Band 5 and Band 6); or
 - (v) the Recipient plans to resolve their status by departing Australia.

10.9 Supporting Status Resolution: all Bands

- (a) The SRSS Provider must convey to the Recipient any departmental messaging to ensure the Recipient is engaged with the Status Resolution process and is aware of the support available to them in resolving their immigration status.
- (b) The SRSS Provider must routinely reiterate options for Status Resolution, including information about the Return and Reintegration Assistance Program (RRAP), particularly for those clients who do not have a permanent pathway in Australia. Records of these discussions must be captured in the Recipient's Case Plan.
- (c) Recipients may be eligible for returns assistance where they wish to depart voluntarily from Australia. Returns assistance typically consist of three stages: pre-return counselling and planning; arranging and facilitating travel (including obtaining travel documents) and immediate post-arrival assistance.
- (d) Where Recipients express an interest in returning to their country of origin, or to another country to which they have a right of entry, the SRSS Provider must liaise with departmental officers or RRAP Providers to provide information for assessments required as part of the returns process. Where required, the SRSS Provider must facilitate a Referral to the RRAP. The Department may direct the SRSS Provider to refer a Recipient to the RRAP at any other time.

10.10 Supporting Recipient Health

10.10.1 General requirements: all Bands

- (a) The SRSS Provider must educate Recipients about the available physical and mental health services that are relevant to each Band and link the Recipient to those services, including:
 - (i) general practitioners;
 - (ii) pharmacies;
 - (iii) community-based health services (and pay for some health costs where required); and
 - (iv) counselling services for survivors of torture and trauma (and make payments where required).
- (b) The SRSS Provider must work with Recipients in the community to build their capacity to access health services independently as required.
- (c) The SRSS Provider must ensure any Band 1, Band 2 or Band 3 Recipient who requests or appears to need medical attention is referred to the Detention Health Service Provider for appropriate medical attention or care as soon as practicable.
- (d) The SRSS Provider must ensure that any Band 4, Band 5 or Band 6 Recipient who either requests or appears to need medical attention is referred for appropriate medical care as soon as practicable.
- (e) The SRSS Provider must monitor the mental health of Recipients in their care and assist with referrals if the SRSS Provider becomes aware of a Recipient having mental health concerns. The SRSS Provider should look for any unusual and/or different behaviour from the norm, or stated concerns from the Recipient and act upon this if appropriate. If the Department has provided information about a mental health concern for a particular Recipient, the SRSS Provider must assist that Recipient to make and attend an appointment with their general practitioner as soon as possible for treatment or referral as needed.
- (f) If Recipients are released from an Immigration Detention Facility, the SRSS Provider will receive information about the Recipient's known health conditions (physical and/or mental) from the Detention Health Service Provider, with the Recipient's initial Referral. Recipients who present with health concerns must be immediately referred to a general practitioner for appropriate treatment or referral to a specialist as needed.
- (g) The SRSS Provider may establish a Case Assessment Clinical Team (as described in clause 14.a(ix)), to assist case management staff to assess health needs of the recipients, develop Needs Assessments, Case Plans and recommend targeted referrals. The Department may direct the Service Provider to use the Case Assessment Clinical Team for specific complex cases that have been referred for Services - This would include the NZYQ Affected Cohort and any removal pending Bridging visa individuals. The Department will fund the Case Assessment Clinical Team up to the maximum annual rate stipulated in clause 3.12 of Attachment B (Contract Charges and Expenses) through an Additional Services request.

- (h) Referrals may be required for primary mental health care providers, specialist psychiatric services, child and adolescent programs, torture and trauma counselling, group therapy programs, issue-specific support programs, including but not limited to Drug and Alcohol, Sex and Child-Sex Offending, Aggressive and Violent Behaviour and other relevant therapeutic programs, family relationship centres or domestic violence counselling. The SRSS Provider must refer the Recipient to appropriate health providers as determined in the needs assessment and detailed in the Case Plan, including mental health practitioner, general practitioner, other relevant specialist, or allied health service as soon as possible and in accordance with the SRSS Program Procedural Instruction.
- (i) Where Recipients are identified as having complex needs (e.g. medical, mental health or trauma) that require specialised care, the SRSS Provider must assist the Recipient to make appointments and attend these services as soon as possible and make the necessary payments. Examples of specialised care may include supported accommodation or assisted living, rehabilitation/treatment programs (residential or day programs), and/or referral to other allied health services. In such circumstances, the SRSS Provider may request payment for these costs on behalf of a Recipient by putting these through to the Department as a payment and movement request in the Provider Portal.
- (j) The SRSS Provider must ensure any change in a Recipient's mental health is recorded in their Case Plan and reported to the Department in line with the reporting requirements described in clause 10.6.1(n) of this Statement of Requirements.

10.10.2 Band 1, Band 2 and Band 3: Supporting Recipient Health – specific requirements

- (a) The Detention Health Service Provider is contracted to provide health services for all Band 1, Band 2 and Band 3 Recipients and will facilitate access to a network of healthcare services, including general practitioners, pharmacies and specialist support services. Each Recipient will be registered with the Detention Health Service Provider by the Department. There are regionally-based Detention Health Service Provider's Health Liaison Coordinators to provide on the ground assistance to the SRSS Provider with various issues relating to the Detention Health Service Provider's networked health services and the use of translating services.
- (b) The SRSS Provider must not pay any health-related invoices for Band 1, Band 2 and Band 3 Recipients. The Detention Health Service Provider will make the necessary payments for general practitioner, pharmacies and specialist support services.
- (c) When Band 1, Band 2 and Band 3 Recipients exit Immigration Detention, they are given two copies of a health discharge assessment and up to four weeks supply of medication where needed. This information is provided in English with a copy provided to the Department. The SRSS Provider must ensure Recipients take one copy of this assessment to their allocated general practitioner once in the community (the other copy is for the Recipient to keep).
- (d) The SRSS Provider must ensure the following support, in accordance with the SRSS Program Procedural Instruction, is also provided to Recipients in Band 2 and Band 3:
 - (i) The SRSS Provider will generally be sent a Special Needs (health) Assessment for Recipients with identified issues in the initial Referral process. This assessment provides background information on the

Recipient's health for use by the SRSS Provider and the Department to assist in managing the Recipient's wellbeing.

- (ii) Once the SRSS Provider has confirmed the referral, in accordance with clause 9.2 of this Statement of Requirements, the SRSS Provider must ensure that the individual health card (provided by the Detention Health Service Provider) is given to the Recipient upon arrival in the community.
 - (iii) The SRSS Provider must explain the Detention Health Service Provider system to the Recipient.
 - (iv) The Case Worker must assist the Recipient to make and attend their first medical appointment with their general practitioner within the first month in the community, unless required sooner. Over time, the Case Worker must educate the Recipient about how to access eligible health Services independently.
 - (v) The Case Worker must ensure the Recipient provides their Detention Health Service Provider's allocated general practitioner with a copy of their health discharge assessment at their first appointment.
 - (vi) The SRSS Provider must assist the Recipient to raise new and outstanding health issues with the Detention Health Service Provider allocated general practitioners.
- (e) The SRSS Provider must ensure that Recipients attend their Detention Health Service Provider's allocated general practitioner to ensure continuity of service and to facilitate payment for their treatment. The SRSS Provider must ensure that Recipients also use their allocated pharmacy for prescriptions to avoid incurring out of pocket expenses.
- (f) The SRSS Provider must ensure the Recipient's Detention Health Service Provider card is returned within one week of the Recipient moving out of Band 2 or Band 3.

10.10.3 Band 4, Band 5 and Band 6: Supporting Recipient health – specific requirements

- (a) The SRSS Provider is required to provide limited health assistance to Band 4, Band 5 and Band 6 Recipients, including:
- (i) assistance to link Recipients to free and low-cost community health services;
 - (ii) funding some health costs for Recipients, including where Recipients are assessed as having complex needs and requiring specialised care, and assisting Recipients to access existing community health facilities including mental health assistance or referral to other allied health services; and
 - (iii) funding prescription medication in line with what is provided to Australian citizens or permanent resident concession card holders, in accordance with the Pharmaceutical Benefit Scheme Schedule model in the SRSS Program Procedural Instruction.

- (b) The majority of Band 4, Band 5 and Band 6 Recipients will be eligible for Medicare. The SRSS Provider must assist Medicare eligible Recipients to register with Medicare within two weeks of receiving the Referral and provide a basic overview of the services available to them.
- (c) For the small proportion of Recipients who are not eligible for Medicare, the SRSS Provider must assist the Recipient to access their required health services. The SRSS Provider must seek prior approval from the Department, via an Additional Services request. If approved by the Department, the SRSS Provider should 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 Recipient through the Medicare Benefit Scheme. This will be reimbursed by Department as a Direct Recipient Cost. The Recipient will be responsible for costs that exceed the Medicare Benefit Scheme rate. Should the Recipient have difficulty affording to pay the amount above the Medicare rate, the SRSS Provider may seek approval from the Department to pay an amount greater than the Medicare rate.
- (d) For Recipients who are eligible for Medicare, the SRSS Provider must assist them to locate an appropriate bulk-billing service that they can access independently for free.
- (e) In exceptional circumstances, the SRSS Provider must seek prior approval from the Department, via an Additional Services request, for the Department to fund any gap payment for essential treatment where bulk-billing is not available or possible. The request must include:
 - (i) an overview of the treatment or services being sought;
 - (ii) the reasons for accessing such services or treatment; and
 - (iii) include all supporting documents from medical practitioners or specialists.
- (f) When Band 4 Recipients exit an Immigration Detention Facility, they are given two copies of a health discharge assessment and up to two weeks supply of medication where needed. This information is provided in both English and the Recipient's preferred language with a copy provided to the Department. The SRSS Provider should assist Recipients take one copy of this assessment to their allocated general practitioner once in the community (the other copy is for the Recipient to keep).

10.11 Meaningful Engagement

10.11.1 General requirements: all Bands

- (a) The SRSS Provider must assist Recipients to take part in Meaningful Engagement activities to encourage independence and interaction within the community.
- (b) The SRSS Provider must identify free and low-cost activities in the local area, wherever possible, and discuss with the Recipient or Recipient family their preferences and any constraints on activities, such as cost or health, and link them to appropriate activities including ethno-specific, culturally and religiously appropriate activities.
- (c) SRSS Providers must encourage all adult Recipients to participate in English as a Second Language community programs where available.

- (d) The SRSS Provider must identify Meaningful Engagement activities at the time of the Recipient's entry into the SRSS program and continue to assess their need throughout the SRSS program. The SRSS Provider will record all Meaningful Engagement activities in the Recipient's Case Plan (or IMP for Band 1 Recipients).

10.11.2 Band 1: Meaningful Engagement

- (a) The SRSS Provider must consult with the Department and Other Providers to identify, develop, deliver and facilitate programs and activities which are appropriate to the abilities and needs of the Recipient and to the specific APOD. Where possible, opportunities for recreation, English language skills and independent living skills should be explored. The SRSS Provider should seek the views and preferences of the unaccompanied child and schedules for activities should be flexibly managed to respond to the child's needs.
- (b) The SRSS Provider must liaise with the Detention Service Provider to ensure Recipients can participate fully in programs and activities that are managed by the Detention Service Provider and assist them to do so. This includes (without limitation) assisting Recipients to use the Detention Service Provider's Individual Allowance Program and the Household Allowance Scheme, and participating in religious, recreational, self-help and skills development activities.
- (c) The SRSS Provider must, where appropriate, and where approved in advance by the Department, participate in training with the Department to develop capability to lead offsite activities and associated policies and procedures.

10.11.3 Band 2: Meaningful Engagement

- (a) The Department provides an allowance for Band 2 Recipient to participate in Meaningful Engagement activities. The SRSS Provider must facilitate access to approved activities using this allowance, in accordance with SRSS Program Procedural Instruction. Financial or similar monetary support from government and charitable or not-for-profit organisations in the community should not be accessed.
- (b) The SRSS Provider should seek the views and preferences of the unaccompanied child and schedules for activities should be flexibly managed to respond to the child's needs.
- (c) The SRSS Provider must obtain approval from the Department before activities are pursued for Band 2 Recipients. The SRSS Provider must ensure that Recipient activities do not draw on resources that would otherwise be used for low-income Australians or pose a risk to the Recipient's wellbeing.

10.11.4 Band 3, Band 4, Band 5 and Band 6: Meaningful Engagement

- (a) The SRSS Provider must encourage and work with Recipients to identify existing activities that will help manage their physical and mental health and assist with achieving a level of self-sufficiency and social inclusion within the community. Meaningful engagement assistance for Band 3, Band 4, Band 5 and Band 6 Recipients is a linking service and the Department will not fund SRSS Providers to develop activities for Recipients.
- (b) The SRSS Provider must link Recipients to organisations with the capacity to engage Recipients in age appropriate social, cultural and sporting activities or activities that improve adult Recipient's employment skills.

- (c) The SRSS Providers must identify free and low-cost activities in the local area, wherever possible, and discuss with the Recipient their preferences (and those of any children, if relevant) and any constraints on activities, such as cost or health, and link them to appropriate activities.
- (d) The SRSS Provider must inform the Recipient that they must use their Living Allowance to meet any associated costs for Meaningful Engagement activities.
- (e) The SRSS Provider must attend to parental mental health and wellbeing as a key contributor to supporting children's health and development.
- (f) The SRSS Provider must continue to assess Recipients needs for Meaningful Engagement activities as part of their ongoing Recipient meetings and eligibility reviews. The SRSS Provider must assist the Recipient to access suitable activities as additional needs are identified. All activities accessed by Recipients must be recorded in the Recipient's Case Plan.

10.11.5 Volunteering

- (a) Volunteering creates opportunities for Band 2, Band 3, Band 4, Band 5 and Band 6 Recipients to interact with the local community, build relationships, obtain new skills, improve English language skills and address social isolation. While Recipients in Band 2 and Band 3, and those with a 'no work' condition on their Bridging visa are not permitted to engage in work, they may engage in suitable volunteering activities in the not-for-profit sector.
- (b) The SRSS Provider must discuss possible volunteering opportunities and the benefits of volunteering with the Recipient and assist in linking Recipients to volunteering opportunities.
- (c) The SRSS Provider must obtain approval from the Department for Band 2 and Band 3 Recipients to participate in volunteering. In submitting a request for volunteering approval (through a request via the Provider Portal) the SRSS Provider must undertake a basic risk assessment to ensure that the volunteer organisations and the volunteer position meet the following requirements:
 - (i) that any organisation that a Recipient will volunteer for has appropriate insurances and Work Health and Safety arrangements that will cover the Recipient;
 - (ii) that the Recipient will not be fulfilling a role that is usually paid; and
 - (iii) that the position is not replacing a job that an Australian citizen or permanent resident could fulfil.
- (d) The SRSS Provider does not require approval from the Department for Band 4, Band 5 and Band 6 Recipients to participate in volunteering.
- (e) The SRSS Provider must not link Recipients to volunteering positions with vulnerable members of the community (i.e. children or the elderly).

10.12 Emergency Relief

10.12.1 General requirements: all Bands (except Band 1)

- (a) At any time, a Recipient may require urgent or emergency relief. SRSS Providers are required to provide emergency support, if required. Emergency support is only

available for Recipients requiring an immediate resolution of issues and where there are no other options available. The need for emergency support may be identified by either the SRSS Provider, or the Department.

- (b) If a Recipient is in danger, emergency services should always be called immediately.
- (c) If an SRSS Provider identifies a need for emergency relief (including accommodation due to family breakdown or unliveable property) the SRSS Provider should immediately contact the Department via phone for a decision regarding this relief. If required, an incident report should also be raised in accordance with the Incident Reporting protocols.
- (d) The below forms of accommodation should be explored in emergencies:
 - (i) Community Links – such as family, friends, religious and other community groups.
 - (ii) Vacant SRSS Provider leased properties (Provided Accommodation) - SRSS Providers may have a vacant property close by which can be used as urgent or emergency accommodation.
 - (iii) Budget accommodation such as motels and hotels. This option should be used as a last resort and approval must be obtained from the Department prior to arrangements being finalised.
- (e) The SRSS Provider may be required to provide up to two weeks of emergency accommodation for Recipients in exceptional circumstances, where approved by the Department.
- (f) The SRSS Provider should, where possible, provide emergency relief in the form of non-cash, in-kind support, such as:
 - (i) purchased vouchers of a fixed value (e.g., food, transport or chemist vouchers);
 - (ii) material assistance such as household goods, food parcels or clothing.
- (g) In limited circumstances, emergency payments may be provided where prior written approval has been obtained from the Department.
- (h) All emergency relief, including accommodation and payments, must also be accurately recorded and reported in the Recipient's Case Plan, and requested through the Provider Portal as either an Additional Service request or a Payment Request.
- (i) The SRSS Provider must work with the Recipient to develop and implement longer-term solutions to ensure the Recipient does not require ongoing emergency relief.
- (j) Where Band 2, Band 3, Band 5 and Band 6 Recipients require assistance in resolving a crisis, they may apply for a Financial Hardship Assistance Loan. The amount provided by the Department will depend on the circumstances of the Recipient and the supporting documentation that supports the need for the loan. Financial Hardship Assistance Loans are capped at the amount specified in the SRSS Program Procedural Instruction and are only available to recipients while they are on the SRSS program.
- (k) For Band 2, Band 3, Band 5 and Band 6, loans will only be approved where:

- (i) the recipient can demonstrate that they have budgeted appropriately; and
 - (ii) have used vouchers or material aid to resolve a crisis in the first instance and this has not resolved the crisis (where applicable).
- (l) Evidence and supporting documentation must be provided for Financial Hardship Assistance Loans, such as:
- (i) evidence of financial hardship and, if material aid has been used, how much and what it has been spent on
 - (ii) evidence of a budget or money management plan on how the money will be spent to resolve a crisis.
- (m) When submitting the request of a Financial Hardship or rental bond loan to the Department, all documentation must be provided. Once the approval has been provided and the payments have been made for Financial Hardship or rental bond loans, receipts are to be provided to the Department.
- (n) On a case-by-case basis, the Department may provide funding assistance for rental payments and rental bonds. In such circumstances, the SRSS Provider may request payment for these costs on behalf of a Recipient by putting these through to the Department as a payment and movement request in the Provider Portal

10.13 Schooling Requirements Package - Band 2 and Band 3 only

10.13.1 General requirements

- (a) The Schooling Requirements Package of up to the amount specified in the SRSS Program Procedural Instruction per child is available at the start of each new school year for all Band 2 and Band 3 school aged children attending school. The Department does not expect that each child will need to be provided with an entire new Schooling Requirements Package each year, but it will allow for some goods to be replaced up to the amount specified in the SRSS Program Procedural Instruction each year.
- (b) The actual expenditure should be noted in the Recipient's Case Plan, but it does not require prior approval by the Department.
- (c) Recipients are permitted to retain items purchased with the Schooling Requirements Package when they exit the SRSS program.
- (d) The Schooling Requirements Package is provided to cover the following:
 - (i) uniforms (e.g., shirts, shorts, pants, skirts, dress and shoes);
 - (ii) school books;
 - (iii) stationery; and
 - (iv) school bag.
- (e) School bus tickets for children cannot be purchased from the Schooling Requirements Package. The families of Band 3 school aged children are required to fund bus travel to and from school with their Living Allowance. SRSS Providers should assist Band 2 recipients to access public transport cards for travel to school. This will be reimbursed by the Department as a Direct Recipient Cost.

- (f) Where uniforms are not required, the Schooling Requirements Package cannot be used to purchase casual clothing.
- (g) The goods and total expenditure for any further Schooling Requirements Packages (after the initial package is provided) do not need approval by the Department but must be recorded in the Recipient's Case Plan and submitted via the Provider Portal.
- (h) For school excursions where the cost of the excursion exceeds the amount specified in the SRSS Program Procedural Instruction, the SRSS Provider must submit a Payment Request to the Department to seek approval. If approved, the SRSS Provider must provide the Recipient the payment for the Recipient to pay for the excursion. This will be reimbursed by the Department as a Direct Recipient Cost. Excursions under the amount specified in the SRSS Program Procedural Instruction, must be funded by the Recipient.
- (i) Where a Recipient who is attending school moves while in the SRSS program (and out of area), the SRSS Provider must notify the child's education provider (the school) as early as possible.

10.14 Accommodation Services (Band 1 excluded)

10.14.1 General requirements: all Bands (except Band 1)

- (a) The SRSS Provider must deliver a range of Accommodation Services to Recipients.
- (b) For certain Recipients, the SRSS Provider must provide accommodation, while for other Recipients the SRSS Provider must take an active role in assisting the Recipient to find, access and secure their own accommodation as set out in this Statement of Requirements.
- (c) In accordance with the relevant Bands, the SRSS Provider must:
 - (i) provide short-term and emergency accommodation;
 - (ii) supply Basic Household Goods;
 - (iii) undertake Accommodation Suitability Assessments; and
 - (iv) assist Recipients to access sustainable accommodation.

10.14.2 Band 2: Accommodation Services – specific requirements

- (a) The SRSS Provider must provide Ongoing Supported Accommodation (Provided Accommodation with Carers) for UAMs, as required by the Department.
- (b) The SRSS Provider must ensure all Ongoing Supported Accommodation is sufficiently flexible to accommodate UAMs and their needs:
 - (i) Group housing may be provided for UAMs who are in the community under Residence Determination arrangements;
 - (ii) UAMs must live in same sex households (all male or all female houses, except where siblings are placed together); and
 - (iii) UAMs may be expected to share a bedroom, however, individual bedrooms should be provided in the majority of circumstances.

- (c) Separate facilities must be provided for the Carer in line with applicable State and Territory legislation.
- (d) The SRSS Provider must ensure UAMs are informed of their responsibility to care for and, where necessary, replace Basic Household Goods.
- (e) Some UAMs may be accommodated with family or other Community Links. If a UAM identifies a Community Link, such as a family member or close friend, the SRSS Provider must undertake an Accommodation Suitability Assessment in accordance with the SRSS Program Procedural Instruction.
- (f) Community Links should be able to demonstrate that they can afford for the Recipient to reside in their property without relying on rental contributions from the child or financial assistance provided by the Department. SRSS Providers should ensure that Community Links are aware of this before the UAM is considered to reside with them.
- (g) All adults residing at the proposed Community Link property must undertake a Police Check and all non-family member adults must undertake a Working with Children Check.
- (h) Where required, the Department will interview all adults in the accommodation.
- (i) The Department will determine the suitability of the placement based on the SRSS Provider's Accommodation Suitability Assessment, the Department's interview with the adults in the accommodation and the outcome of any police checks undertaken and will notify the SRSS Provider of the Department's decision.
- (j) If the Department assesses the placement as suitable, the Community Link will need to agree to be a Custodian if the UAM is an IGOC Minor and a Carer if the UAM is not an IGOC Minor. The SRSS Provider must provide the necessary Case Worker support.
- (k) If the Department assesses the placement as unsuitable, the Department will allocate the UAM to Ongoing Supported Accommodation with an SRSS Provider.
- (l) The SRSS Provider must provide the following additional items for UAMs (Band 2 Recipients) in Ongoing Supported Accommodation properties:
 - (i) Computer Package (in accordance with the SRSS Program Procedural Instruction);
 - (ii) appropriate household activity items, which promote sharing and participation by all house members (in accordance with the SRSS Program Procedural Instruction);
 - (iii) mobile phone handset at the time of their induction; and
 - (iv) internet connection.
- (m) These additional items are not intended to be covered within the caps in the Basic Starter Package outlined in the SRSS Program Procedural Instruction. Permitted expenditure for UAM houses will be higher than for other houses because of these additional requirements, but only as permitted by the Contract and SRSS Program Procedural Instruction.
- (n) The Department will fund up to a maximum amount for internet usage for Ongoing Supported Accommodation properties. This does not include Recipients living with Community Links. SRSS Providers are required to determine the most appropriate internet service provider and ensure the account is in the SRSS Provider's name.

- (o) SRSS Providers should review and comply with the Department's supporting guide which provides guidance on how to stay safe online, *Internet and social media use for children* (as part of the Department's *Child Safeguarding Framework*). SRSS Providers must ensure a poster outlining the Recipient's responsibilities using the internet is visibly displayed near the computer, using Form 1449 (Status Resolution Support Services Program Internet Access Agreement for UAM residing in UAM households) as a guide.
- (p) Items provided to UAMs living with Community Links are dependent on need and may include a limited BHG package and must include a mobile phone.

10.14.3 Band 3: Accommodation Services – specific requirements

- (a) The SRSS Provider must provide ongoing Provided Accommodation for Band 3 Recipients, as required by the Department.
- (b) The SRSS Provider must source and lease suitable accommodation (generally a house, townhouse or apartment) for use by Recipients who are in the community under Residence Determination arrangements and who do not have access to accommodation with family or a Community Link. Public (government) housing must not be used by the SRSS Provider to accommodate Recipients.
- (c) Provided Accommodation must comply with the following accommodation standards:
 - (i) be generally commensurate with what a low-income earner in Australia would be able to afford;
 - (ii) be sustainable and appropriate for potential long-term occupancy;
 - (iii) be a reasonable cost as determined by market rent;
 - (iv) range in size appropriate for varying recipient composition (children may share bedrooms and single adults may share properties). Shared bedrooms should allow for privacy and storage of personal items;
 - (v) be safe, secure and in good repair;
 - (vi) be on the ground floor and not have a balcony;
 - (vii) be located as near as possible to schools, public transport, shops, any other culturally appropriate networks and Detention Health Services Provider general practitioners;
 - (viii) not be more than one change of public transport to necessary services and amenities; and
 - (ix) not have a swimming pool, spa, sauna or other body of water.
- (d) The SRSS Provider must ensure all accommodation is suitable for families with children and their needs:
 - (i) Couples and Recipients over the age of 18 years must have their own bedroom except in exceptional circumstances and where the SRSS Provider has an agreement with the Department;
 - (ii) Children may be expected to share bedrooms; and

- (iii) Families may be expected to share accommodation with other families.
- (e) The SRSS Provider must ensure that all accommodation is sufficiently flexible to accommodate Provided Accommodation for adults and their needs:
 - (i) Group housing may be required for adults who are in the community under Residence Determination arrangements; and
 - (ii) All adults must have their own bedroom, unless they elect to share or as advised by the Department, and access to shared kitchen and bathroom facilities.
- (f) If the Department deems a property unsuitable for the purpose of the SRSS program, the SRSS Provider must, as requested by the Department, either facilitate the necessary repairs or find suitable alternative accommodation.
- (g) If requested by the Department, the SRSS Provider must work with landlords to modify an existing property, or obtain a new property, to meet specific Recipient needs. This may include:
 - (i) minor modifications (for example, as recommended by an occupational therapist, such as modifying door handles and taps for an amputee); or
 - (ii) more significant modifications (for example, to enable wheelchair access or adding grab rails to the bathroom).
- (h) SRSS Providers must seek written approval from the Department before making any modifications to a property used for the purposes of the SRSS program.
- (i) The SRSS Provider must ensure Recipients are aware of their obligations with regard to property maintenance for their Provided Accommodation. This includes (without limitation):
 - (i) informing Recipients of their responsibility for basic property maintenance (including cleaning and gardening), and the need to report property damage; and
 - (ii) informing them of their responsibility to care for and, where necessary, replace Basic Household Goods.
- (j) The SRSS Provider must assist the Recipient to complete a property condition report when they enter a property.
- (k) The SRSS Provider must obtain and maintain an agreed number of properties in accordance with the capacity specified by the Department.
- (l) The number of properties to be obtained by the SRSS Provider may vary between Contract Regions and may increase or decrease depending on the Department's requirements. Information about these properties must be regularly provided to the Department to facilitate Recipient Referrals. Provided accommodation inventories must be provided to the Department on the template as set out in the SRSS Program Procedural Instruction.
- (m) Where possible, SRSS Providers should utilise the services of an agent (instead of a private landlord) and seek to enter into periodic leases on a monthly basis.
- (n) The SRSS Provider must ensure each property has the Basic Household Goods installed and all required utilities (including landline, internet, gas, electricity and water) are connected to facilitate the timely transition of Residence Determination Recipients into the community. Details of Basic Household Goods requirements that must be provided are listed in the SRSS Program Procedural Instruction.

- (o) The SRSS Provider must pay for all utility connection fees relating to the property. The Department will reimburse the SRSS Provider for these payments.
- (p) The SRSS Provider must have appropriate systems in place to make rental payments for SRSS Provider leased properties and, where approved by the Department, to provide financial contributions to Community Links where Residence Determination Recipients reside with those links.
- (q) The SRSS Provider must inform the Recipient of the cleaning, gardening and rectification of any unsatisfactory conditions prior to their departure from the property.
- (r) The SRSS Provider must assist Recipients in Provided Accommodation to complete a property condition report on exit from the property. The SRSS Provider must retain a copy of these reports in the Recipient's Case Plan.
- (s) If Recipients refuses to leave Provided Accommodation, or otherwise breaches tenancy agreements, the SRSS Provider will be required to follow the tenancy laws in accordance with the relevant state or territory. The Department may instruct the SRSS Provider to cease SRSS for the Recipient. In such circumstances, the Department will work with the SRSS Provider to seek resolution.
- (t) If Recipients are re-detained in a Detention Facility, the SRSS Provider may be required to assist the Recipient to depart their Provided Accommodation immediately. This may include assisting the Recipient to remove their belongings.
- (u) The SRSS Provider must notify the Department when the Recipient has successfully departed Provided Accommodation.
- (v) Some Band 3 Recipients may be accommodated with Community Links. If a Recipient identifies a Community Link, such as a family member or close friend, the SRSS Provider must undertake an Accommodation Suitability Assessment in accordance with the SRSS Program Procedural Instruction. A police check is required for all adults residing at the property.
- (w) Community Links should be able to demonstrate that they can afford for the Recipient to reside in their property without relying on rental contributions from the Recipient or financial assistance provided by the Department. SRSS Providers should ensure that Community Links are aware of this before the Recipient is considered to reside with them.
- (x) The Department will determine the suitability of the placement based on the SRSS Provider's Accommodation Suitability Assessment. If the Department assesses the placement as unsuitable, the Department will allocate the Recipient to Provided Accommodation.

10.14.4 Band 4: Accommodation Services – specific requirements

- (a) The SRSS Provider must provide up to 12 weeks of Transitional Accommodation for Band 4 Recipients, unless otherwise directed by the Department. The SRSS Program Procedural Instruction provides further details on the eligibility requirements for the duration of Band 4 support.
- (b) In accommodating Recipients in Transitional Accommodation, the SRSS Provider must use the lowest cost accommodation available that meets the Accommodation Standards set out at clause 10.14.3(c) of this Statement of Requirements. This may include:

- (i) community group accommodation;
 - (ii) boarding houses;
 - (iii) community housing;
 - (iv) vacant SRSS Provider leased properties (if pre-approved by the Department)
 - (v) homestay arrangements; and
 - (vi) other low-cost accommodation, such as budget hotels.
- (c) The SRSS Provider must find budget accommodation that is suitable for the numbers and composition of the Recipients being referred. The accommodation must not exceed a three-star rating or other standard nominated by the Department. The SRSS Provider will be reimbursed for Transitional Accommodation costs at maximum a cost outlined in the SRSS Program Procedural Instruction.
- (d) Transitional Accommodation must be provided for the period as requested by the Department. In exceptional circumstances, the SRSS Provider may request an extension of this time period by submitting documentation outlining why this is necessary. Any extension of time is subject to the Department's sole discretion and any approval may impose additional time limits or conditions that the SRSS Provider must comply with.
- (e) If in receipt of SRSS Living Allowance, Band 4 Recipients are expected to contribute a percentage of their Living Allowance to cover the cost of their accommodation at a set rate per week as set by the Department. This amount is deducted from the Recipient's Living Allowance received from Services Australia.
- (f) Some Band 4 Recipients may be accommodated with family or other community supports. This should occur without relying on rental contributions from the Recipient or financial assistance provided by the Department. SRSS Providers should ensure that Community Links are aware of this before the Recipient is considered to reside with them.
- (g) The SRSS Provider should commence working with Band 4 recipients to ensure they are able to transition to independent accommodation at the time Band 4 services cease.

10.14.5 Band 4, Band 5 and Band 6: Accommodation Services – specific requirements

- (a) The SRSS Provider must assist Band 4, Band 5 and Band 6 Recipients to access Independent Accommodation. The support the SRSS Providers must provide to Recipients include (without limitation):
- (i) guidance on how and where to search for accommodation;
 - (ii) an introduction to local religious, ethnic or community groups that can assist in accommodating the Recipient;
 - (iii) assistance in establishing and managing relationships with real estate agents, landlords and community housing organisations;
 - (iv) help in gathering and completing documentation during the application process;

- (v) education about rental procedures and the payment of rent;
 - (vi) advice on suitable accommodation;
 - (vii) information on the rights and responsibilities of the tenant; and
 - (viii) support when finalising an agreement.
- (b) In some circumstances, such as when the Recipient is illiterate or has limited education, the SRSS Provider must represent the Recipient when communicating with real estate agents, landlords and community housing agencies to ensure that they are in the best position to access and secure accommodation.
- (c) The SRSS Provider must ensure Recipients are aware of their obligations with regard to property maintenance for their Independent Accommodation. This includes (without limitation):
- (i) informing Recipients of their responsibility for basic property maintenance (including cleaning and gardening), and the need to report property damage; and
 - (ii) informing them of their responsibilities with regard to the payment of utilities, and the consequences of not meeting those responsibilities.
- (d) The SRSS Provider must assist Band 5 Recipients to complete a property condition report when they enter a property. It is expected Band 6 Recipients are able to complete a property condition report without any assistance.

10.14.6 Basic Household Goods (BHG): Band 2 and Band 3 only

10.14.6.1 General requirements: Band 2 and Band 3 only

- (a) The SRSS Provider must ensure each Ongoing Supported Accommodation and Provided Accommodation property (for Band 2 and Band 3 Recipients) contains the appropriate amount and type of furniture for the number of Recipients to be accommodated in the property, as per the Basic Household Goods (BHG) package, outlined in the SRSS Program Procedural Instruction.
- (b) The SRSS Provider must:
- (i) install BHG prior to Recipients entering Provided Accommodation and ensure that all items in the BHG comply with the standards set out in the SRSS Program Procedural Instruction;
 - (ii) ensure each Provided Accommodation property contains the appropriate amount and type of furniture for the number of Recipients to be accommodated in the property;
 - (iii) ensure the cost of the BHG does not exceed the expenditure caps. The SRSS Provider will not be reimbursed for BHG that exceed the maximum amounts set out in the SRSS Program Procedural Instruction;
 - (iv) seek approval from the Department to replace or purchase new items once the Recipient has been allocated to a property (if in excess of the caps for new items);

- (v) provide an inventory of BHG items to the Recipient on arrival and ensure that all items are in reasonable condition and fully functional;
 - (vi) ensure that all bedding, linen and basic cleaning equipment (mops, buckets and brooms etc., but this does not include vacuum cleaners) are provided new and in accordance with the SRSS Program Procedural Instruction; and
 - (vii) ensure BHG items are entered into the BHG Register, in accordance with the SRSS Program Procedural Instruction.
- (c) When Recipients exit Provided Accommodation, the SRSS Provider must ensure Recipients take their linen with them (including bed linen and towels). The SRSS Provider must ensure all other BHG remain at the property unless otherwise directed by the Department. The SRSS Provider must provide new linen for all incoming Recipients in accordance with the SRSS Program Procedural Instruction.
- (d) The SRSS Provider must explain to the Recipient that:
 - (i) all BHG items must remain inside the house (e.g. not stored in the garden) and that the Recipient must take reasonable care of the BHG and will be held responsible for items damaged due to neglect or mistreatment; and
 - (ii) any items that are damaged by the Recipient, or go missing, must be replaced by the Recipient from their Living Allowance.
- (e) The SRSS Provider may include items in the BHG that are second hand but must ensure that such items are in good working condition, fit for purpose and safe.
- (f) Where SRSS Providers purchase new BHG, they must keep a copy of warranties for each item on file and ensure that it makes claims under those warranties to the extent applicable if any item of the BHG items are, or become, defective.
- (g) The SRSS Provider is responsible for the safe storage and associated costs (including insurance and risk of contents, damage or theft) of BHG and other household goods not in use.
- (h) Ownership of all BHG purchased by the SRSS Provider remains with the SRSS Provider.
- (i) The SRSS Provider must appropriately manage BHG so they can be re-used during the provision of the Services (provided they still meet the requirements as per the SRSS Program Procedural Instruction). Disposing of any BHG will be at the SRSS Provider's expense when they are no longer required or cannot be re-used.
- (j) If the SRSS Provider has been asked by the Department to reduce their Provided Accommodation portfolio, the Department will determine whether or not storage, disposal or other processes constitute best value for money for dealing with the BHG.
- (k) If the Department agrees to pay storage costs for BHG, the SRSS Provider must organise appropriate storage. The Department will reimburse the SRSS Provider for approved storage costs in accordance with the SRSS Program Procedural Instruction.
- (l) The SRSS Provider must provide replacement BHG to cover wear and tear in accordance with the SRSS Program Procedural Instruction. If a SRSS Provider is unable to provide replacement BHG within any pre-approved amounts (cap) outlined in the SRSS Program Procedural Instruction, the SRSS Provider must seek departmental approval to increase the cap on an exceptional basis.

- (m) The SRSS Provider must be able to justify to the Department's satisfaction any expenditure on BHG (including the purchase of new BHG). If the Department is not satisfied that expenditure on BHG is required or does not meet the requirements of the Contract, the SRSS Provider will not be reimbursed for those BHG.
- (n) Recipients living with Community Links may be entitled to some items normally provided through the BHG package. Items required must be included in the Accommodation Suitability Assessment and submitted to the Department for prior approval. The SRSS Provider must communicate to the Recipient that any items provided to the Recipient are for the use of the Recipient only, not the entire household.
- (o) The BHG Package is a capped amount, depending on the number of Recipients in the accommodation. There are seven Expenditure Groups for the provision of BHG items, and no single item may cost more than the cap outlined in the SRSS Program Procedural Instruction. SRSS Providers must ensure that all BHG items listed in the standard items guide including essential and additional items are provided within the amount specified for each Expenditure Group outlined in the SRSS Program Procedural Instruction. The SRSS Provider will not be reimbursed for any amount in excess of the maximum amounts outlined in the SRSS Program Procedural Instruction without prior approval.

10.14.6.2 Baby Items Package

- (a) The SRSS Provider must provide a Baby Items Package that covers specific essential goods (in accordance with the SRSS Program Procedural Instruction) to babies born to parents in Band 3.
- (b) The Baby Items Package is capped at an amount per child, and should be installed:
 - (i) prior to a family's arrival in the Provided Accommodation (along with the Standard BHG Items), or
 - (ii) where a baby is born to a parent in Band 3, the package should be provided up to six weeks prior to the baby's due date.
- (c) SRSS Providers must ensure items are fit for purpose and comply with relevant safety standards.

10.15 Movements within the SRSS program

10.15.1 General requirements: all Bands

- (a) Recipients may move between Bands, locations or SRSS Providers while in receipt of SRSS.
- (b) The SRSS Provider must support Recipient's move between Bands, locations and SRSS Providers in accordance with this Statement of Requirements.

10.15.2 Movement between Bands

10.15.2.1 General requirements: all Bands

- (a) The Department may move a Recipient into a different Band for a range of reasons, such as when the Recipient turns 18, when their visa status changes or level of need changes.

- (b) The SRSS Provider must work with the Department to ensure the Band is appropriate for the Recipient's support requirements. However, the Department is ultimately responsible for determining the appropriate Band.
- (c) The SRSS Provider may only provide services for a different Band on written advice or approval from the Department.
- (d) The SRSS Provider has one week from the receipt of written approval to amend the level of Service provision a Recipient receives to be commensurate with the new Band.

10.15.2.2 Movement from Band 1 to Band 2

- (a) The Minister may approve a move from Band 1 to Band 2 when a UAM is released from held detention into Residence Determination.

10.15.2.3 Movement from Band 2 to Band 1

- (a) The Minister may revoke a Residence Determination and the UAM must return to held detention.

10.15.2.4 Movement from Band 2 or Band 3 to Band 4

- (a) The SRSS Provider cannot initiate a move from Band 2 or Band 3 to Band 4 without written notification from the Department that the release from detention has been approved by the Minister. The Minister may approve a movement between Bands when:
 - (i) a Recipient turns 18; or
 - (ii) a Recipient is granted a visa.
- (b) If a Recipient is granted a Bridging visa, the SRSS Provider must assist the Recipient to transition to Band 4.
- (c) The SRSS Provider must provide Band 4 support for up to six weeks, or as directed by the Department.
- (d) The SRSS Provider must immediately assist in transitioning the Recipient to Band 4 and must:
 - (i) cooperate and share information with the Department and Other Providers;
 - (ii) update the Recipient's Case Plan to ensure the receiving Case Worker (if different) has all necessary information about the Recipient to provide continuity of care;
 - (iii) submit the updated Case Plan to the Department via the Provider Portal within one week of the visa grant notification; and
 - (iv) assist the Recipient as needed to exit their Provided Accommodation. This may involve assisting the Recipient to pack their belongings and finalising bills.
- (e) The SRSS Provider must work with the Department to move Recipients out of Provided Accommodation in a timely manner.

- (f) The SRSS Provider must notify the Department in writing on the next Business Day after the Recipient successfully departs their Provided Accommodation.
- (g) Where a Band 4 Recipient requires support beyond their exit date, the SRSS Provider must assess initial eligibility and, where eligible, provide assistance to make an application for SRSS Band 5 or Band 6 at least one week before the cessation of the Band 4 support.

10.15.2.5 Movement from Band 4 to Band 5 or Band 6

- (a) The SRSS Provider must assist the Recipient to transition from Band 4 to Band 5 or Band 6, if an SRSS Application has been approved by the Department.

10.15.2.6 Movement from Band 5 to Band 6

- (a) The SRSS Provider may recommend to the Department a Recipient moves from Band 5 to Band 6, if a lower level of support is required.
- (b) Alternatively, the Department may determine that a Recipient in Band 5 should move to Band 6 and will notify the SRSS Provider.
- (c) Where the Recipient is moving from Band 5 to Band, 6 the SRSS Provider must adjust the Services provided to the Recipient accordingly.

10.15.2.7 Movement from Band 6 to Band 5

- (a) The SRSS Provider may recommend to the Department a Recipient moves from Band 6 to Band 5, if a higher level of support is required.
- (b) Alternatively, the Department may determine that a Recipient in Band 6 should move to Band 5 and will notify the SRSS Provider.
- (c) Where the Recipient is moving from Band 6 to Band 5, the SRSS Provider must adjust the Services provided to the Recipient accordingly.

10.15.3 Movement between locations

10.15.3.1 General requirements: all Bands

- (a) Movements between locations can occur where a Recipient is transferring within a Contract Region or moving from one Contract Region to another. Transfer arrangements are described in clause 10.15.4 of this Statement of Requirements if moving between locations involves a change of SRSS Provider.
- (b) The SRSS Provider's obligations in relation to Recipient Movements between locations, while remaining with the same SRSS Provider, are detailed in clause 10.15.3 of this Statement of Requirements.

10.15.3.2 Band 1: Movement between locations

- (a) The SRSS Provider may be required to provide assistance for Band 1 Recipients moving to alternative locations. This support may be limited to Independent Observers, or also include Carer or Case Worker support.

10.15.3.3 Band 2 and Band 3: Movement between locations

- (a) If the SRSS Provider identifies a need for a Recipient to change address, the SRSS Provider must submit a movement request to the Department via the Provider Portal detailing the reasons for the request. The Department will assess the request and if the Department finds that the request warrants consideration by the Minister, the Department will determine the most suitable address, seek approval from the Minister, and liaise with relevant SRSS Providers to confirm the transfer. The Department will consider various pieces of information and seek advice from other areas including the Detention Health Service Provider.
- (b) Temporary Overnight Stays away from the Residence Determination property will only be approved in limited circumstances where there is a genuine need. The Department will not approve Temporary Overnight Stays for non-essential activities, such as visiting family or friends. Temporary Overnight Stays are not required for emergency hospital admissions. If a Temporary Overnight Stay is required, the SRSS Provider must seek prior approval from the Department through the Provider Portal with a minimum two (2) weeks' notice. All details of the proposed Temporary Overnight Stay must be provided.
- (c) Limited circumstances include where:
 - (i) there is property damage and occupants are required to be relocated while the property is being repaired;
 - (ii) the recipient is attending a court subpoenaed hearing, where video link is not available;
 - (iii) travel is required as part of a recipient's status resolution;
 - (iv) medical appointments and procedures are required and there is no local alternative;
 - (v) inclusion in school excursions forms part of the school curriculum;
 - (vi) the Department makes a decision due to operational requirements.
- (d) If the move requires a change of SRSS Provider, the SRSS Provider must work with Other Providers and with the Department to share necessary Recipient information and coordinate the transfer. This will generally involve sharing an updated Recipient Case Plan. In some circumstances, a move between SRSS Providers may involve a Case Conference.
- (e) It is a legal requirement that the Minister approves any change of address for Band 2 or Band 3 Recipients. This is done on advice from the Department through a variation of Residence Determination submission. The SRSS Provider must not move Recipients to a new address without written approval from the Department.
- (f) If the Department requests or approves a request to relocate a Recipient and this involves a move from one SRSS Provider to another, the releasing SRSS Provider must organise the Recipient transfer. The SRSS Provider must also inform relevant third-party providers, such as schools and doctors, if the move is out of area. In addition, the SRSS Provider must:
 - (i) coordinate and pay for flights at the lowest flexible fare (for interstate transfers which will be reimbursed by the Department);
 - (ii) take the Recipient and their belongings to the airport; and
 - (iii) ensure the Recipient gets onto their flight.

- (g) For intrastate transfers, the releasing SRSS Provider must transport and accompany the Recipient to their new property. The Recipient may be able to receive limited removalist costs to move the Recipient's personal items to the new property. Prior approval for any removalist expenses must be obtained through a Payment Request, submitted via the Provider Portal.
- (h) The receiving SRSS Provider must:
 - (i) meet the Recipient at either the arrival gate of the airport or at the Provided Accommodation, to receive the Recipient and provide a basic induction to the property; and
 - (ii) review and update the Recipient Case Plan and submit to the Department via the Provider Portal within two Weeks of receiving the Recipient for approval. The updated Case Plan must detail the Recipient's ongoing support requirements, including updating schools and doctors if in a new area.
- (i) The SRSS Provider must ensure ongoing care if Recipients move locations but remain with the same SRSS Provider. It is essential that the SRSS Provider provides the Recipient with the necessary Orientation Assistance Services and updates the Recipient Case Plan so that it accurately reflects Recipient needs.
- (j) Where a Recipient is attending school, the SRSS Provider is required to inform the school provider of Recipients transfer as soon as possible.

10.15.3.4 Band 4: Movement between locations

- (a) If Recipients receiving Band 4 support choose to transfer locations, such as interstate, they may be transferred on Band 4 or their Band 4 Services may be ceased. SRSS Provider may be requested to coordinate and pay for flights at the lowest flexible fare for interstate transfers (which will be reimbursed by the Department).
- (b) Recipients who choose to move interstate demonstrate they possess a level of independence and may be assessed by the Department as no longer requiring support under the SRSS program.
- (c) Where a Recipient is attending school, the SRSS Provider is required to inform the school provider of Recipients transfer as soon as possible.

10.15.3.5 Band 5 and Band 6: Movement between locations

- (a) Band 5 and Band 6 Recipient are living in the community lawfully and can move at any time at their own expense, provided it is compliant with their visa conditions.
- (b) Band 5 and Band 6 Recipient's level of support may be reviewed by the Department or may be assessed by the Department as no longer requiring support under the SRSS program.
- (c) The SRSS Provider must not provide assistance to Band 5 or Band 6 Recipients to move between locations. No removalist or transit costs are payable to the SRSS Provider for Band 5 or Band 6 Recipients.
- (d) If a Recipient moves to a location which is not within a Contract Region(s) specified in the Contract, the SRSS Provider must work with the Department to move the Recipient to a new SRSS Provider in accordance with clause 10.15.4 of this Statement of Requirements to ensure continuity of care and service provision as needed.

- (e) Where a Recipient is attending school, the SRSS Provider is required to inform the school provider of Recipients transfer as soon as possible.

10.15.4 Movement between SRSS Providers

10.15.4.1 General requirements

- (a) Recipients may move between SRSS Providers while remaining in the same Band. This may occur if, for example, a Recipient relocates to a Contract Region which is not covered by their current SRSS Provider.

10.15.4.2 Band 1: Movement between SRSS Providers

- (a) Movement between SRSS Providers may only occur when a Band 1 Recipient is moved to a different APOD, or if directed by the Department.

10.15.4.3 Band 2 and Band 3: Movement between SRSS Providers

- (a) A Movement between SRSS Provider is generally only likely to occur with a Movement between properties. As outlined above in clause 10.15.3.3(e) of this Statement of Requirements, the SRSS Provider must not move Band 2 and Band 3 Recipients without prior approval from the Minister.

10.15.4.4 Band 4, Band 5 and Band 6: Movement between SRSS Providers

- (a) The SRSS Provider must work with the Department and Other Providers to share necessary Recipient information and coordinate Recipient transfers.
- (b) The releasing SRSS Provider will be required to complete a Movement Request as set out in the SRSS Procedural Instruction and submit this to the Department via the Provider Portal.
- (c) The receiving SRSS Provider must commence support services from the date of Recipient transfer.
- (d) SRSS Providers are not funded for removalist or transit costs for Band 4, Band 5 and Band 6 Recipients. These costs are the responsibility of the Recipient.

10.16 Payment of Living Allowance Gap Payment

- (a) The SRSS Provider must assess and pay the Living Allowance and related payments to Recipients who have not yet received their Living Allowance Payments from Services Australia.
- (b) The SRSS Provider must assess and pay 'top-up' amounts for Recipients who are already being paid by Services Australia. This is applicable for instances where one or more of their Services Australia payments is at a rate less than the amount the Recipient is eligible to be paid.
- (c) The SRSS Provider is to make ad hoc payments to Recipients, as instructed by the Department.
- (d) All payments must not exceed the amount that the Recipient is entitled to, as detailed in the SRSS Living Allowance calculator (in accordance with the SRSS Program Procedural Instruction), when taking into account payments also made by Services Australia.

- (e) The SRSS Provider must maintain comprehensive records of all payments made, to enable a full reconciliation by the Department and recorded in the Provider Portal on a monthly basis.

10.17 Overpayment recovery

- (a) The SRSS Provider must explain the overpayment recovery process to Recipients.
- (b) Overpayments could arise under a range of circumstances:
 - (i) the SRSS Provider has provided the Recipient with a payment to which they were not entitled or a payment greater than that which they were entitled; or
 - (ii) the SRSS Provider has paid the Recipient another type of payment, in accordance with the Contract and instruction from the Department, that was provided on the basis that it was a reimbursable amount.
- (c) The SRSS Provider must inform the Department of any overpayments and the Department will facilitate the recovery of debts as required.
- (d) The SRSS Provider must ensure the Recipient signs an SRSS Debt Agreement form when commencing on the SRSS program.

10.18 Additional Services

- (a) The SRSS Provider must submit to the Department, Additional Services requests for approval of any additional costs not already approved in the Recipient's Case Plan and notify the Department of any significant changes to the proposed care of the Recipient. The SRSS Provider must provide an Additional Services request for:
 - (i) approval of additional services or costs to support a Recipient;
 - (ii) approval for all services which are not pre-approved (refer to SRSS Program Procedural Instruction); and
 - (iii) costs, based on quotes, for any services to be paid for by the SRSS Provider, such as torture and trauma counselling.
- (b) The SRSS Provider must obtain quotes, compare available options and acquire free or low-cost services, if appropriate. Any Recipient costs are to be paid in accordance with the SRSS Program Procedural Instruction.
- (c) The SRSS Provider must update the Recipient's Case Plan and submit to the Department via the Provider Portal.
- (d) Additional Services are expected to be temporary or for a fixed period, and the SRSS Provider must review after the period outlined in the approval.
- (e) The SRSS Provider must seek prior approval from the Department, via an Additional Services request. If approved, the SRSS Provider must pay for Recipient checks from Australian or foreign governments, where these are required to support status resolution and the Recipient is unable to meet the cost.

11. RECIPIENT TRANSITION-OUT SERVICES

11.1 General

- (a) Recipients must be transitioned out of the SRSS program when eligibility for SRSS ceases. SRSS Providers must provide Recipient Transition-Out Services outlined in **Table 8**.

Table 8. Recipient Transition-Out Services

Band	Create Recipient Transition-Out Plan	Assist Recipient to Exit Property	Refer Recipient to Other Service Providers
1	x	x	x
2	✓	✓	✓
3	✓	✓	✓
4	x	✓	✓
5	✓	x	✓
6	as directed	x	✓

- (b) The SRSS Provider must provide varying levels of assistance, depending on the Band and the reason the Recipient is transitioning out of the SRSS program.
- (c) SRSS eligibility for a Recipient may cease due to the following reasons (without limitation):
- (i) a Recipient is not engaging with their Status Resolution process;
 - (ii) a Recipient is granted a Substantive visa;
 - (iii) a Recipient departs Australia;
 - (iv) a Recipient has their needs met;
 - (v) a Recipient is re-detained;
 - (vi) a Recipient is considered finally determined;
 - (vii) a Recipient is not engaging with the Services Australia or their SRSS Provider;
or
 - (viii) a Recipient dies or ceases to be eligible for other reasons.
- (d) The current Recipient Transition-Out Periods are up to a maximum of four weeks from the date the Department notifies the SRSS provider of a visa grant.
- (e) The Department will notify the SRSS Provider if a Recipient ceases to be eligible for SRSS and is required to exit the SRSS program, at which time the SRSS Provider must commence Recipient Transition-Out Services to the Recipient and cease all Services to the Recipient on the date specified by the Department. This is usually a minimum of seven days.
- (f) The SRSS Provider must develop and submit a Recipient Transition-Out Plan for Recipients transitioning out of the SRSS program within one week of receiving the notification from the Department.

- (g) The SRSS Provider must implement the Transition-Out Plan and cease services to Recipients within the timeframes set out in the Transition-Out Plan.
- (h) The Recipient's Transition-Out Period can vary depending on the Recipient's circumstance, their Band and the reason for transition out.
- (i) The SRSS Provider will not be required to submit a Recipient Transition-Out Plan if the Recipient's eligibility is being immediately ceased, such as a Recipient being re-detained in a Detention Facility.
- (j) The Recipient Transition-Out Plan template must include details of all necessary steps to wind down support, including assisting with Essential Registrations to mainstream services and linking the Recipient to other providers as required. The SRSS Provider must identify possible referrals to the RRAP which will be assessed and approved by the Department as appropriate.
- (k) The SRSS Provider must engage the Recipient early in planning their transition out of the SRSS program, to ensure they clearly understand the steps required for transition out and have an opportunity to contribute to the Recipient Transition-Out Plan.
- (l) Depending on the Recipients level of need and the amount of support the Recipient has received in the SRSS program, Recipients who are granted a Substantive visa may be either referred into the appropriate Settlement program, such as the Unaccompanied Humanitarian Minors program or the Humanitarian Settlement Services program or will cease to receive Department-funded support services. The SRSS Provider must support and prepare the Recipient for transition out.
- (m) If the Department advises the SRSS Provider that the Unaccompanied Humanitarian Minor Program is unable to accommodate the Recipient in the transition period, the SRSS Provider must continue to provide support to Band 2 Recipients as directed by the Department.

11.2 Recipient Transition-Out Plan

11.2.1 Band 1: Recipient Transition-Out Plan

- (a) The SRSS Provider is not required to develop Transition-Out Plans for Band 1 Recipients.

11.2.2 Band 2 and Band 3: Recipient Transition-Out Plan

- (a) The SRSS Provider must develop, and submit to the Department, a Recipient Transition-Out Plan for Recipients transitioning out of Band 2 and Band 3.
- (b) The SRSS Provider must retrieve the Recipient's Detention Health Service Provider card from the Recipient and return it to the Detention Health Service Provider office within one week of the Recipient exiting the SRSS program.

11.2.3 Band 4: Recipient Transition-Out Plan

- (a) The SRSS Provider is not required to develop Transition-Out Plans for Band 4 Recipients.

- (b) The SRSS Provider must ensure the Band 4 Recipient Case Plan is updated with the Recipient's goals in transitioning out of the SRSS program.

11.2.4 Band 5: Recipient Transition-Out Plan

- (a) The SRSS Provider must develop and submit to the Department, a Recipient Transition-Out Plan for Recipients transitioning out of Band 5.
- (b) As Band 5 Recipients have higher needs, the SRSS Provider must ensure that the Recipient Transition-Out Plan clearly defines how those needs will be addressed when the Recipient transitions out of the SRSS program.
- (c) A referral to the Humanitarian Program may be appropriate.

11.2.5 Band 6: Recipient Transition-Out Plan

- (a) The SRSS Provider may be required to develop Transition-Out Plans for Band 6 Recipients, as directed by the Department.
- (b) Where the SRSS Provider is required to develop a Transition-Out Plan for Band 6 Recipients, the SRSS Provider must submit to the Department.

11.3 Assistance to Exit Provided Accommodation

- (a) The SRSS Provider must prepare Band 2, Band 3 and Band 4 Recipients to depart from any Ongoing Supported or Provided Accommodation into Transitional or Independent Accommodation.
- (b) The SRSS Provider must complete the Exit Checklist in the Provider Portal for all Recipients exiting the SRSS program, including in the event the Recipient's Residence Determination is revoked.
- (c) The SRSS Provider must ensure the Recipient exits the Provided Accommodation within the Recipient Transition-Out Period of three to six weeks, or as directed by the Department.
- (d) If Recipients are re-detained in a Detention Facility, the SRSS Provider may be required to assist the Recipient to depart their Provided Accommodation immediately. This may include assisting the Recipient to remove their belongings.
- (e) For Recipients exiting the SRSS program and remaining in Australia, the SRSS Provider must assist the Recipient to remove their belongings from the Provided Accommodation and settle all financial responsibilities.
- (f) The SRSS Provider must discuss with the Recipient the cleaning, gardening, and property repair requirements that are required prior to departing from any Provided Accommodation.
- (g) The SRSS Provider must ensure the Recipients take their linen (including bed linen and towels) and Baby Items Package upon exiting the property and ensure all other BHG items remain at the property after the Recipient exits the property.

- (h) The SRSS Provider must work collaboratively with the Department to transition the Recipient out of Provided Accommodation in a timely manner, and also work with any new providers the Recipient has been referred to. The Department may not reimburse the SRSS Provider for accommodation costs that are accrued beyond the approved Recipient Transition-Out Period. The SRSS Provider should keep all documentation up to date to ensure the continuity of care of Recipients when transition or exiting program.
- (i) The SRSS Provider must assist the Recipient to exit Provided Accommodation when the Recipient agrees to voluntarily depart Australia. This includes assisting the Recipient to remove their belongings from the Provided Accommodation and settle all financial responsibilities.
- (j) The SRSS Provider must notify the Department when the Recipient has successfully departed Provided Accommodation.

11.4 Referring Recipients to Reintegration Assistance Program (RRAP) and Other Providers

- (a) On exiting the SRSS program, some Recipients may be eligible for support under other programs or require support from other organisations to return to their country of origin.
- (b) SRSS Providers must provide Recipients with information about RRAP and facilitate a referral where a Recipient expresses interest or when the referral is directed by the Department.
- (c) The Department may refer eligible Recipients for ongoing support to the Humanitarian Settlement Services or Unaccompanied Humanitarian Minors' Program. Unaccompanied Humanitarian Minor Referrals will be made when a UAM is granted protection. The SRSS Provider must assist to transition Recipients to these programs, where required and within agreed timeframes, by providing necessary Recipient information and supporting departmental messaging about the importance of transitioning to these programs for ongoing support. If Recipients are not eligible for Humanitarian Settlement Services or Unaccompanied Humanitarian Minor support, the SRSS Provider must make other necessary Referrals to mainstream Government and community sector organisations.

11.5 Death of a Recipient

- (a) In the event of a Recipient's death, the SRSS Provider must:
 - (i) promptly notify the Department in accordance with Incident reporting protocols as per clause 16 of this Statement of Requirements and close the Recipient's case;
 - (ii) discuss Service arrangements with the Department, if there are any remaining family members or dependants. If the Recipient has no dependants, Service provision will cease; and
 - (iii) investigate the possibility of funeral arrangements being subsidised by the State or Territory government. Where this is not available, and the Recipient's family cannot cover the cost of the funeral, the SRSS Provider may submit a request in writing to the Department for approval to cover the costs of a modest funeral. If the costs are approved by the Department, the SRSS Provider must pay the funeral parlour directly and should not reimburse the family or friend of the deceased Recipient.

SECTION 3 – CONTRACT ADMINISTRATION

12. CONTRACT ADMINISTRATION

12.1 Departmental Responsibilities

- (a) The Department is responsible for the coordination and management of the SRSS program. This includes overall program and policy guidance and oversight, performance management, financial management, administration of a departmental quality assurance program, and all ministerial and parliamentary reporting. The Department is responsible for the referral of Recipients to SRSS Providers within Contract Regions and determining the Recipient's Band. The Department will also provide SRSS program-specific training as detailed in clause 14.10.2.

13. SRSS PROVIDER RESPONSIBILITIES

- (a) The SRSS Provider must manage and administer delivery of the Services as part of the SRSS program, including:
 - (i) meeting contractual obligations;
 - (ii) adhering to governance processes;
 - (iii) management and maintenance of facilities and equipment for which it is responsible under the Contract;
 - (iv) human resource management of its Personnel;
 - (v) training of its Personnel commensurate with national standards, where required;
 - (vi) contract management and program implementation, planning and delivery;
 - (vii) preparing and compliance with all applicable operational and procedural instructions in accordance with the Contract;
 - (viii) its risk management;
 - (ix) business continuity;
 - (x) its records management;
 - (xi) its financial management;
 - (xii) compliance with information technology requirements including as detailed in the Contract;
 - (xiii) continuous improvement, quality assurance and performance reporting as detailed in the Contract; and
 - (xiv) stakeholder collaboration and engagement including as required by the Contract.

13.1 Facilities and Equipment

- (a) The SRSS Provider must ensure it has offices that are readily accessible for Recipients in each Contract Region specified in the Contract (excluding Christmas Island). These offices must be accessible by public transport and must include areas where Recipients can discuss issues of a personal or sensitive nature confidentially.

- (b) The SRSS Provider must ensure any premises used to deliver Orientation Assistance Services has bathroom facilities, is suitable to the size of the group, and is easily accessible for public transport.
- (c) All premises must comply with local building codes, and applicable workplace health and safety Laws, and facilitate access to people with disabilities.
- (d) 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.

13.2 Assets and Intellectual Property Register

- (a) The SRSS Provider must develop an Assets and Intellectual Property Register using the template in the SRSS Program Procedural Instruction and must maintain this register throughout the duration of the Term.
- (b) The SRSS Provider will be required to submit the Assets and Intellectual Property Register to the Department at the end of the Contract Transition-In Period.
- (c) The Assets and Intellectual Property Register must:
 - (i) be maintained to ensure that it is accurate and up to date at all times;
 - (ii) contain a condition assessment of any Asset;
 - (iii) identify all Intellectual Property incorporated in, developed for or related to the Services; and
 - (iv) be updated and submitted to the Department annually throughout the Term.
- (d) The Assets and Intellectual Property Register must include any Commonwealth Assets including:
 - (i) Assets that are portable and valued at \$500 or more;
 - (ii) Assets that are valued at \$2000 or more; and
 - (iii) Hard Drives made available for the purposes of transferring Commonwealth Records in accordance with clause 17.1(f).
- (e) The Assets and Intellectual Property Register details must include (without limitation):
 - (i) Category;
 - (ii) Name;
 - (iii) Condition;
 - (iv) Capital replacement cost;
 - (v) Date of installation;
 - (vi) Location;
 - (vii) Identifying features (including serial numbers and bar code numbers);
 - (viii) Certificates of compliance; and

(ix) Warranties.

- (f) Commonwealth Assets will generally not be made available to the SRSS Provider. The exception is departmental Hard Drives which will be provided to SRSS Providers for the purpose of transferring Commonwealth Records in accordance with clause 17.1(f). Any Commonwealth Assets under the care, custody and control of the SRSS Provider to assist in program delivery remain the property of the Commonwealth.
- (g) Where Hard Drives are made available to SRSS Providers the Assets and Intellectual Property Register must include:
 - (i) departmental issued asset number for the Hard Drive;
 - (ii) date the Hard Drive was received;
 - (iii) date the Hard Drive was collected for return to the Department or another Service Provider; and
 - (iv) details of who the Hard Drive was sent to, including the address.

13.3 Provided Accommodation Property Register

- (a) The SRSS Provider must maintain a register of all real property leased or owned by the SRSS Provider and used for the purposes of accommodating Recipients. This inventory must include details on the number of properties, their capacity, bedroom count, bathroom count, tenancy agreements and location or any other details as required by the Department. The register must also include details of all Community Links. The SRSS Provider must submit this register to the Department each fortnight in the template provided by the Department throughout the Term.

13.4 Basic Household Goods Inventory

- (a) The SRSS Provider must maintain a Basic Household Goods (BHG) Inventory, which must contain details of all BHG items at each property and in accordance with clause 10.14.6. The SRSS Provider must submit this register to the Department six monthly or upon request from the Department in the template provided by the Department throughout the Term.
- (b) All fittings, furnishings and other items the SRSS Provider provides or arranges for the use by Recipients must be in good repair and condition, clean and comply with all applicable Australian Standards as published by Standards Australia and other applicable Laws.

14. HUMAN RESOURCES

14.1 General

- (a) The SRSS Provider must:
 - (i) maintain evidence to support their compliance with the Commonwealth's Multicultural Access and Equity Policy;
 - (ii) recruit, train and roster Personnel with appropriate skills and qualifications to perform and deliver the Services, including, where required, Carer accreditations commensurate with the relevant state or territory standards;
 - (iii) ensure that at all times there are adequate numbers of Personnel to perform and deliver the Services;

- (iv) ensure Personnel have been vetted appropriately and undergone and obtained all relevant National Police Checks in accordance with the Contract;
 - (v) ensure Personnel who work with 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, which must be maintained/renewed appropriately;
 - (vi) provide counselling support to Personnel where appropriate (such as an Employee Assistance Program);
 - (vii) clearly define roles, responsibilities and duties for each Personnel;
 - (viii) ensure Personnel are aware of the Principles and Objective of the SRSS program and the SRSS Provider's Obligations under this Contract;
 - (ix) ensure all Personnel have access to, understand and comply with the SRSS Program Procedural Instruction (refer to clause 19.2), Child Safeguarding Framework (refer to clause 14.9) and the SRSS Provider's Operations Manual (refer to clause 19.9);
 - (x) ensure all Personnel are aware of their Duty of Care obligations and professional requirements; and
 - (xi) ensure that all Personnel comply with any public health orders which are applicable to the place in which the Services are being provided.
- (b) All Carers must hold a current Nationally Accredited first aid certificate. If a Minor in the care of a SRSS Provider has additional needs, the Carers may be required to undertake more specialised first aid training.

14.2 Sub-contractor Personnel

- (a) The SRSS Provider is responsible for ensuring SRSS Subcontractor Personnel have the same qualifications levels, receive the same training and undergo the same vetting as their own Personnel.
- (b) The SRSS Provider must ensure Subcontractors comply with any departmental quality assurance program, including both financial and service delivery quality assurance activities.

14.3 Work Health and Safety Management

- (a) The SRSS Provider must ensure the safety of 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) (WHS Act) and relevant State/Territory legislation.
- (b) 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 WHS Act 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.

14.4 Core Personnel Levels

- (a) 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 must demonstrate there is sufficient number and diversity, including gender and cultural, of Personnel available at all times to deliver the Services.

- (b) The number of Personnel necessary to perform the Services will vary. The number of Personnel is dependent on the number of Recipients referred to the SRSS Provider, their Band and their level of need. Accordingly, the SRSS Provider must have a workforce that reflects gender balance and is adaptable, scalable and flexible to meet SRSS program requirements, while minimising the cost associated with such flexibility and scalability.
- (c) 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.
- (d) The Service Provider must ensure that Key Personnel are occupied at all times to achieve a strong and effective partnership and facilitate effective Service delivery and contract management.

14.5 Categories of Personnel

- (a) The SRSS Provider must provide, at a minimum, the following suitably qualified and appropriately experienced Personnel to fulfil the following roles:
 - (i) program managers and coordinators;
 - (ii) contract managers and administrators;
 - (iii) financial managers and administrators;
 - (iv) Information Technology support staff;
 - (v) Staff who deliver the orientation syllabus;
 - (vi) Independent Observers;
 - (vii) Carers; and
 - (viii) Case Workers
 - (ix) Clinical Staff (such as psychologists, social workers, nurses and other allied health professionals, for assessment and referral purposes only).

14.6 Behaviour of Personnel

- (a) Personnel must conduct themselves in a courteous manner at all times when dealing with Recipients, members of the public, the Department, and Other Providers.
- (b) The SRSS Provider must ensure its Personnel are aware of, and comply with, the Australian Public Service (APS) Code of Conduct at all times.
- (c) The SRSS Provider must ensure its Personnel maintain professional behaviours and integrity standards in accordance with obligations under the Australian Border Force Act 2015 and Integrity and Professional Standards Framework.
- (d) The SRSS Provider must provide training to its Personnel to ensure that they are aware of their responsibility to maintain professional boundaries and standards.

14.7 Conflict of Interest

- (a) The SRSS Provider must ensure that its Personnel do not engage in any activity that is likely to give rise to a Conflict of Interest (actual, apparent or potential).

- (b) If a Conflict arises, or appears likely to arise, during the Term the SRSS Provider must:
 - (i) notify the Department immediately;
 - (ii) make full disclosure of all relevant information relating to the Conflict; and
 - (iii) take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- (c) SRSS Providers must undertake an annual self-assessment and declaration, to identify and report any conflicts.
- (d) Should a conflict of interest or perceived conflict of interest be identified, the SRSS Provider must work with the Department to determine appropriate actions to be taken to manage the conflict.

14.8 Mandatory Clearances and Checks

- (a) The SRSS Provider must confirm all Personnel have obtained any required criminal, medical, professional and employment history, clearances and checks as per this Statement of Requirements.
- (b) The SRSS Provider must ensure all Personnel who perform Services have passed the relevant National Police Checks, working with children checks and working with vulnerable people checks before they commence duties, as per state and territory requirements.
- (c) National Police Checks must be undertaken at a minimum of every two years thereafter for all Personnel who perform Services, and the SRSS Provider must advise the Department of any adverse outcomes within 24 hours.
- (d) 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 program.
- (e) 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 the check is complete.
- (f) The Department may refuse to allow Services to be provided by Personnel whom the Department considers unsuitable on the basis of the outcome of the National Police Check. The SRSS Provider must comply with such a refusal.
- (g) 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.
- (h) The SRSS Provider is responsible for the costs associated with obtaining all clearances and checks.

14.9 Child Safeguarding Obligations

- (a) The Commonwealth Child Safe Framework (CCSF) sets minimum standards for creating and embedding a child safe culture and practice in institutional and organisational settings. Commonwealth entities that undertake child-related work are required to adopt the National

Principles for Child Safe Organisations and confirm that entities contracted to provide services on their behalf likewise adopt and implement the National Principles in their operations.

- (b) The Department and ABF are committed to being child safe organisations. The Department's Child Safeguarding Framework establishes the policies, processes and systems to protect children in the delivery of all relevant departmental programs and to maintain a child's wellbeing to assist them to meet age appropriate milestones. It also sets out the Department's expectations of staff and contracted service providers, who engage, interact and work with children. It outlines high-level actions and strategies that the Department and its contracted service providers will take to provide a safe environment for children and their families, within the existing legislative and policy parameters.
- (c) The SRSS Provider is subject to the Department's expectations and standards outlined in the Department's Child Safeguarding Framework. The SRSS Provider must ensure that the Child Safeguarding Framework and associated policy documents have been implemented in their organisations.
- (d) It is in an offence under relevant child protection legislation for a person convicted of certain offences to apply for child-related employment. The SRSS program delivers services to children and the SRSS Provider's Personnel must:
 - (i) obtain a working with children check as per clause 14.8;
 - (ii) complete departmental Child Safeguarding training as specified by the Department in clause 14.10.2;
 - (iii) read and sign the Department's Child Protection Mandatory Behaviours Declaration;
 - (iv) where relevant, complete departmental Independent Observer training and read and sign the Department's Independent Observer form before and after performing the role; and
 - (v) undertake any further child safeguard training as specified by the Department.
- (e) The SRSS Provider must ensure that measures are in place to protect minors. This includes, but is not limited to:
 - (i) maintain records of working with children clearances, records of Personnel Child Safeguarding training and Department's Child Protection Mandatory Behaviours Declaration, throughout the life of the Contract and provide these records to the Department upon request;
 - (ii) report any lapsed, cancelled or suspensions of working with children clearances for Personnel;
 - (iii) enforce clear reporting and conduct guidelines Personnel who work with minors;
 - (iv) conducting child well-being assessments as part of Case Plans;
 - (v) participate in quality assurance activities which may include a selection of child-related incidents or concerns and review any associated actions; and
 - (vi) educate and provide information to minors on measures that support their safety in the community.

- (f) SRSS Providers must have a Child Protection Plan in place as per clause 19.7 of this Statement of Requirements.

14.10 Training

14.10.1 General

- (a) The SRSS Provider must ensure all Personnel are provided appropriate training and ongoing workplace support to deliver the SRSS program as detailed in clause 14.10.

14.10.2 Department-sponsored training

- (a) 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 refresher training is to ensure the SRSS Provider receives the latest information relating to relevant SRSS program, legislation, policy, procedures and IT systems updates.
- (b) 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 Department-sponsored training, information or communications will be at the discretion of the Department.
- (c) 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.
- (d) The SRSS Provider will be responsible for ensuring that nominated SRSS Provider Personnel, including Subcontractor Personnel, attend Department-sponsored training.
- (e) Where the nominated SRSS Provider Personnel, including Subcontractor Personnel, are unable to attend training, the SRSS Provider must nominate an appropriate alternative attendee.
- (f) Training delivered by the Department will be SRSS program-specific training on the SRSS objective and principles and the SRSS Program Procedural Instruction, with a focus on:
- (g) Introduction to the SRSS program and operating environment;
 - (i) Provider Portal usage;
 - (ii) Accommodation Services;
 - (iii) Case Coordination Services;
 - (iv) SRSS Applications and Continued Eligibility Reviews;
 - (v) SRSS incident reporting; and
 - (vi) Performance Requirements, including Quality Assurance Program and Key Performance Indicators.
- (h) The Department may also deliver training on specific departmental IT systems, such as the Provider Portal. It will not cover training for more generic systems, such as the Microsoft Office Suite.

- (i) The Department may also provide the SRSS Provider access to Department-sponsored training material to facilitate SRSS Provider-sponsored training.

14.10.3 SRSS Provider-sponsored training

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The SRSS Provider must ensure all relevant Personnel undertake appropriate training, including, but not limited to:
 - (i) mental health awareness, including mental health first aid;
 - (ii) Child Safeguarding;
 - (iii) family and domestic violence awareness;
 - (iv) drug and alcohol awareness; and
 - (v) diversity and cultural awareness and unconscious bias.

15. COMMUNICATION WITH RECIPIENTS

15.1 General

- (a) A high portion of Recipients will have limited English language proficiency. The SRSS Provider must give Recipients the opportunity to communicate their needs in the language of their choice. The SRSS Provider must find ways to communicate effectively with Recipients and is encouraged to engage bilingual Personnel. Personnel must communicate accurately and effectively with Recipients in a culturally sensitive manner.
- (b) 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.
- (c) Without limiting clause 15.1(a), the SRSS Provider must use a professional interpreter with NAATI accreditation (Level 3 or above) when assisting Recipients to access legal or medical services, or where there is a particular need for the 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.
- (d) Where Recipients independently access translating and interpreting services for the purposes of attending legal or medical appointments, the Department will cover the translating and interpreting costs where they have been pre-approved.

- (e) The SRSS Provider must ensure there are processes in place to ensure all essential written communication is translated into a language understood by the Recipient, including any legal documentation such as 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 Recipients, to ensure they understand the information that is being provided to them.
- (f) As 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.
- (g) The Operations Manual must include practices, guidelines and procedures for both written and oral communication with Recipients.

15.2 Complaints Management

- (a) The SRSS Provider must provide Recipients access to a complaints procedure which allows Recipients to make a complaint without hindrance or fear of reprisal, or anonymously, so that issues of concern can be resolved effectively, fairly and efficiently.
- (b) The SRSS Provider must develop a Complaints Handling procedure and this must be provided to the Department on request.
- (c) The SRSS Provider must develop a policy for dealing with stakeholder and Recipient complaints and grievances. The policy must include:
 - (i) a mechanism for promoting the SRSS Provider's complaints management process to all Recipients in languages understood by Recipients;
 - (ii) a mechanism for addressing complaints that are raised and for communicating the response to the complainant;
 - (iii) timeframes for response, escalation and resolution;
 - (iv) clear guidance to Recipients on how they can escalate matters to the Department should any matter not be dealt with to the Recipient's satisfaction; and
 - (v) information about the Department's Global Feedback Unit; and an outline of how all information identified in the paragraphs above is communicated to Recipients.
- (d) The Operations Manual must include practices, guidelines and procedures for managing and responding to stakeholder and Recipient complaints and grievances.

15.3 24 Hour Contact

- (a) The SRSS Provider must establish processes for providing all Recipients with a 24-hour SRSS Provider emergency telephone contact number. Recipients must be informed of when and how to use the contact number.
- (b) 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.
- (c) The Operations Manual must include practices, guidelines and procedures for 24-hour emergency contacts for both Recipients and the Department.

16. RECIPIENT INCIDENT MANAGEMENT REPORTING

16.1 General

- (a) SRSS Providers are required to meet reporting and recording requirements in relation to incidents that occur in the SRSS program affecting Recipients.
- (b) If Incidents do occur, the SRSS Provider must ensure its Personnel, including Subcontractor Personnel, report Incidents within 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.
- (c) Incidents are classified into the following classifications, and at Annexure C:
 - (i) Critical (e.g. death, assault, criminal behaviour);
 - (ii) Major (e.g. child neglect, minor assault); and
 - (iii) Minor (e.g. substance abuse, minor accident).
- (d) The SRSS Provider is to use the Incident report template provided by the Department throughout the Term when submitting via the Provider Portal. The template includes, but is not limited to:
 - (i) Recipient name;
 - (ii) Recipient's date of birth;
 - (iii) location of incident;
 - (iv) date and time of incident; and
 - (v) details of incident, including actions taken by the SRSS Provider.
- (e) The SRSS Provider must contact 000 for emergency assistance (police, fire or ambulance), where appropriate and report the Incident in accordance with the relevant timeframes.

16.2 Band 1

- (a) The SRSS Provider must provide regular, as needed or as requested, reports to the Department, the Detention Service Provider and relevant Other Providers on Recipient welfare issues.
- (b) 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.

16.3 Band 1 Timeframes

- (a) The SRSS Provider must verbally report Incidents by telephone to the Department immediately on becoming aware of the following Incidents:
 - (i) Critical Incident (no later than 30 minutes); and
 - (ii) Major Incident (no later than 60 minutes).

- (b) The SRSS Provider must provide the Department with a written Incident report in an agreed format via the Provider Portal, and the Detention Service Provider, with the following timeframes (from the time of becoming aware of the Incident):

- (i) Critical Incident – within four hours;
- (ii) Major Incident – within six hours;
- (iii) Minor Incident – within 24 hours.

16.4 Indicators

- (a) The SRSS Provider must raise with the Detention Service Provider all concerns that may not as yet be considered an Incident in accordance with SRSS Program Procedural Instruction.

16.5 Band 2, Band 3, Band 4, Band 5 and Band 6 Timeframes

(a) Critical Incidents

- (i) The SRSS Provider must follow State and Territory protocols and report Critical Incidents to the Department through the Incident Reporting Hotline within 30 minutes of becoming aware of the Incident.
- (ii) The SRSS Provider must follow up with a report to the Department via the Provider Portal within one hour for Critical Incidents relating to the death or serious injury of a Recipient.
- (iii) For all other Critical Incidents, the SRSS Provider must submit a written Incident report to the Department via the Provider Portal within one Business Day of becoming aware of the Incident.

(b) Major Incidents

- (i) The SRSS Provider must report Major Incidents to the Department through the Incident Reporting Hotline within one hour of the SRSS Provider becoming aware of the Incident.
- (ii) The SRSS Provider must submit a written Incident report to the Department, via the Provider Portal within two business days of becoming aware of the Incident.

(c) Minor Incidents

- (i) For Bands 2 and 3, the SRSS Provider must report Minor Incidents to the Department through the Incident Reporting Hotline within two hours of becoming aware of the Incident where there is attendance of State or Territory emergency services.
- (ii) For Band 2, Band 3, Band 4, Band 5 and Band 6, the SRSS Provider must submit a written Incident report to the Department, via the Provider Portal within three business days.

(d) Indicators

- (i) The SRSS Provider must raise with the Department all concerns that may not be considered an Incident. They should be noted in the Recipient Case Plan

and raised as an Additional Service request if more intervention is required, and in accordance with the SRSS Program Procedural Instruction.

16.6 Follow up

- (a) After an Incident, the Department may request the 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.
- (b) The SRSS Provider must provide the Department with any updates, additional information and any actions taken to address a reported Incident, via the Provider Portal. The SRSS Provider must recommend closure of an Incident to the Department when they consider the Incident to be resolved.

16.7 IGOC Minors – Additional Requirements

- (a) 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).
- (b) Under regulation 14 of the IGOC Regulations, there are certain Incidents relating to IGOC Minors that Custodians must report to a Delegated Guardian, upon immediately becoming aware of such Incidents, as well to as do anything else in relation to that IGOC Minor that a Delegated Guardian requires. The SRSS Provider must comply with the IGOC Regulations to the extent they apply to the SRSS Provider in the performance of the Services.
- (c) Certain Incidents include, but not limited to, a Minor:
 - (i) absconding;
 - (ii) is taken from the custody of his or her Custodian (including arrest by police);
 - (iii) becomes seriously ill;
 - (iv) meets with a serious accident; or
 - (v) dies.
- (d) 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).
- (e) 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.

17. RECORDS MANAGEMENT

17.1 General

- (a) The SRSS Provider must develop processes for records management.
- (b) Without limiting or reducing the SRSS Provider's obligations under the Contract, the SRSS Provider must:

- (i) 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 15489.1:2017;
 - (ii) ensure Recipient privacy is maintained in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles;
 - (iii) produce timely, accurate and comprehensive records of all Services;
 - (iv) transfer the custody of any hard or soft copy records to the Department within agreed timeframes acceptable to the Department;
 - (v) ensure records are safeguarded from unauthorised access or use;
 - (vi) ensure all electronic records have been effectively backed up on a daily basis;
 - (vii) ensure that no data, record or report is inappropriately accessed, removed, lost or misplaced; and
 - (viii) ensure resources are available to effect the transfer and destruction of records at the end of the Contract and once approval has been received from the Department.
- (c) In the creation of records, the SRSS Provider must:
- (i) create and maintain an accurate and comprehensive record for each Recipient, including recording all action taken to deliver Services;
 - (ii) reflect best practice record management practices; and
 - (iii) ensure all Personnel, including Subcontractor Personnel, are familiar with the records management requirements set out in the SRSS Records Management Guide Annexure D and adhere to all processes, particularly regarding the collection and protection of Personal Information.
- (d) The SRSS Provider must comply with any Commonwealth and Royal Commission record management requirements Notified to it, including record disposal freezes.
- (e) The Operations Manual must include practices, guidelines and processes for records management and the treatment of Personal Information and Confidential Information
- (f) In accordance with clause 13.2(g), SRSS Providers must maintain an accurate record of any departmental Hard Drives made available to it for the purposes of transferring Commonwealth Records. This includes recording the:
- (i) Departmental issued asset number for the Hard Drive,
 - (ii) Date the Hard Drive was received; and
 - (iii) Date the Hard Drive was collected for return to the Department or another SRSS Provider.
 - (iv) Details of who the Hard Drive was sent to, including the address.

18. INFORMATION AND TECHNOLOGY REQUIREMENTS

18.1 General

- (a) The SRSS Provider must have an information technology (IT) environment that meets the minimum IT requirements set by the Department to ensure the continued protection of departmental and Recipient data. 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.
- (b) The Operations Manual must include practices, guidelines and processes for IT security which are consistent with the Contract.

18.2 IT Security Audits

- (a) The SRSS Provider must engage an appropriately certified independent auditor to complete a biennial IT security audit, and provide audit reports and compliance statements to the Department, as per the SRSS Provider IT Security Audit Controls (refer to the Annexure E). 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:
 - (i) Certified Information Systems Auditor (CISA);
 - (ii) Information Security Registered Assessors Program (IRAP);
 - (iii) ISO 27001 Lead Auditor; or
 - (iv) an equivalent IT audit certification.
- (b) 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. This will provide 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.

18.3 IT Policies

- (a) The SRSS Provider must develop and maintain appropriate SRSS IT policies and procedures for appropriate information management in accordance with the Government's Protective Security Policy Framework and the Contract and demonstrate compliance with policy and handling requirements as required by the Contract.
- (b) The SRSS Provider must provide the Department with its SRSS IT policies and procedures for review and approval in accordance with the following schedule:
 - (i) a draft by the Commencement Date, or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).

(c) The SRSS IT policies and procedures must include:

- (i) a description of the 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;
- (ii) a description of the IT security arrangements, including anti-virus and anti-spyware measures;
- (iii) a description of the Mobile Computing Policy if Mobile Computing Devices are used for the provision of the Services;
- (iv) a description of the policies, protocols and safeguards for external storage devices;
- (v) a description of the physical and internet protocol addresses of all locations where the Department's systems will be accessed;
- (vi) IT disaster recovery plan and business continuity arrangements;
- (vii) a description of the SRSS Provider's user access management;
- (viii) a description of the SRSS Provider's password management;
- (ix) a description of the SRSS Provider's process for handling data privacy, based on the Privacy Act and Australian Privacy Principles;
- (x) a description of the SRSS Provider's IT Incident management and reporting;
- (xi) any locations from which the SRSS Provider's Personnel will be accessing departmental systems and information; and
- (xii) any static internet protocol (IP) addresses from which they will connect to the Department's systems (to a limit of five).

(d) 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.

(e) Where available, the SRSS Provider must use departmental systems, such as the Provider Portal, as stipulated in the SRSS Program Procedural Instruction. The SRSS Provider must ensure that its IT system can support the Siebel-based Provider Portal and is able to integrate new systems as and when requested by the Department.

(f) The SRSS Provider must use software compatible with the Microsoft Office Suite and Adobe Acrobat for general administrative purposes.

(g) 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.

18.4 IT Security Controls

- (a) 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:
 - (i) the Department's current ICT Security Instructions;
 - (ii) the Department's current Protective Security Instructions;
 - (iii) the Department's current Security Framework; and
 - (iv) the Privacy Act and the Australian Privacy Principles.
- (b) The SRSS Provider must not utilise offshore data storage services to store any departmental material or data.
- (c) The SRSS Provider must work with the Department to ensure that all necessary accesses are granted to departmental networks and systems.
- (d) The SRSS Provider must comply with any Department-issued directives relating to security controls, security policies or procedures within a timeframe directed by the Department, depending on the criticality of the directive.
- (e) 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.
- (f) Where a security breach results in a potential Privacy breach, these need to be reported to the Department in writing within 48 hours or as soon as practicable, noting the following:
 - (i) Matters can be reported prior to finalising the investigation. This is so that any breaches that may be reportable under the Notifiable Data Breach Scheme are identified and actioned accordingly.
 - (ii) This requires entities to either have appropriate actions taken to reduce the likelihood of serious harm, or, report them within the legislated timeframe of 30 days to the Office of the Australian Information Commissioner.

18.5 Training

- (a) The Department will provide training in the use of departmental IT systems.
- (b) 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.
- (c) The Department may restrict or deny access to its IT systems by any SRSS Provider Personnel, including Subcontractor Personnel.

18.6 Data Retention

- (a) The 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.

18.7 IT Infrastructure

- (a) The SRSS Provider must meet all its costs of maintaining and operating its IT system and including the cost of the following:
 - (i) internet service provider charges;
 - (ii) procurement and installation of any IT equipment (hardware and software) required; and
 - (iii) 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.

18.8 Physical Security Requirements

- (a) The SRSS Provider must work with the Department to ensure that the physical security arrangements for all SRSS Provider premises which will be used by end users to access department systems and/or store Commonwealth Records, are adequate and meet departmental requirements.
- (b) The SRSS Provider must obtain approval for their physical security arrangements during the Transition-In Period and during the Term for any new or altered SRSS Provider premises.
- (c) The SRSS Provider must provide details as per the SRSS Physical Security Arrangements Form (contained within Annexure F), including but not limited to:
 - (i) location of terminals for access to the Department's portal (ground floor or other, open plan or separate room, if the separate room is locked, what are access arrangements);
 - (ii) the reception desk at the front of the building and if there is access into the work area behind the desk controlled;
 - (iii) any Electronic Access control System and if so what are the security controls;
 - (iv) the office Security Alarm System;
 - (v) physical lock up procedures;
 - (vi) employee termination process;

- (vii) security incidents report process;
 - (viii) security for any paper based information storage systems;
 - (ix) information retention and management plan;
 - (x) visitor arrangements; and
 - (xi) address details.
- (d) The SRSS Provider must provide the Department with details of the Physical Security arrangements in accordance with the following schedule:
- (i) by the Commencement Date, or within the timeframe stipulated in the Contract Transition-In Plan, for review; and
 - (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan;
- (e) During the Term, the SRSS Provider must seek departmental approval, with details provided as per clause 18.8(c), prior to the establishment of any new premises or alteration of approved SRSS Provider Premises.
- (f) The Department will advise the SRSS Provider of the outcome (including any remediation if required).

19. CONTRACT MANAGEMENT AND PROGRAM IMPLEMENTATION, PLANNING AND DELIVERY

19.1 General

- (a) Without limiting the Contract, the SRSS Provider and any Subcontractors must develop, maintain and comply with the following plans and documents:
- (i) Contract Transition-In Plan;
 - (ii) Risk Management Plan;
 - (iii) Fraud Control Plan;
 - (iv) Work Health Safety Plan;
 - (v) Child Protection Plan;
 - (vi) Human Resource Management Plan;
 - (vii) Operations Manual;
 - (viii) Information Technology (IT) policies;
 - (ix) Business Continuity Plan;
 - (x) Assets and Intellectual Property Register;

- (xi) Provided Accommodation Property Register;
 - (xii) Basic Household Goods Inventory;
 - (xiii) Quality Assurance Plan;
 - (xiv) Continuous Improvement Plan; and
 - (xv) Contract Transition-Out Plan.
- (b) The SRSS Provider must also submit the documents listed at clause 19.1(a) 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 of the Contract (refer to Annexure G).
 - (c) The provision of reports, plans and documents does not automatically mean they have received departmental approval.
 - (d) The SRSS Provider must assume full responsibility for the implementation and maintenance of all plans and documents listed at clause 19.1(a) above.
 - (e) The SRSS Provider must use departmental templates where requested by the Department in the preparation of the plans and documents described in clause 19.1(a) above.
 - (f) The SRSS Provider must provide the Services in accordance with, and otherwise comply with, the plans and documents referred to in clause 19.1(a) above (as approved by the Department where applicable).

19.2 SRSS Program Procedural Instruction

- (a) The Department will develop the SRSS Program P I and other instructions, to provide guidance and outline the procedures required to implement the SRSS program.
- (b) The SRSS Provider must comply with the SRSS PI and related instructions including amendments, as modified by the Department.
- (c) The Department will periodically amend the SRSS PI throughout the term of the Contract to accommodate procedural or program changes.

19.3 Contract Transition-In

- (a) The Contract Transition-In Period starts on the Commencement Date. The Contract Transition-In Period will be a period of five (5) calendar months unless otherwise determined by the Department.
- (b) 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.
- (c) The draft Contract Transition-In Plan must be submitted to the Department within four weeks of the Commencement Date using the template provided by the Department. This will be reviewed and approved by the Department. It must describe all the tasks and activities) to ensure that the SRSS Provider can effectively perform the Services in accordance with the Contract, including:
 - (i) outlining all documents, plans and other deliverables required to be developed or approved in accordance with this Statement of Requirements;

- (ii) staffing arrangements;
 - (iii) records and information management;
 - (iv) asset management;
 - (v) communications and stakeholder engagement;
 - (vi) financial records and acquittal; and
 - (vii) departmental property.
- (d) The SRSS Provider will be required to describe how they will transition all services, which may include transitioning services from an incumbent SRSS Provider, including:
- (i) the proposed transition team, including names, roles, experience and percentage of their time allocated to transition and the intended dates of their withdrawal;
 - (ii) a comprehensive personnel transition strategy;
 - (iii) process mapping;
 - (iv) collection and migration of data; and
 - (v) establishment of systems, if applicable, and links to existing systems.
- (e) The SRSS provider must include in the Transition-In Plan:
- (i) appropriate milestones for the acceptance of and timeframes for performing the Transition-in activities and tasks;
 - (ii) milestones for the acceptance of all plans required in accordance with the Contract;
 - (iii) details of the acceptance criteria for each of the milestones in accordance with the requirements of the Contract;
 - (iv) details of the responsibilities of the Parties during the Transition-in period;
 - (v) details of how the SRSS Provider will establish capacity to deliver the services;
 - (vi) details of how the SRSS Provider will establish robust managerial and administrative arrangements to deliver the services, which comply with the Statement of Requirements;
 - (vii) details of how the SRSS Provider will engage sufficient and adequately skilled personnel to perform the services;
 - (viii) details of how the SRSS Provider will establish and maintain appropriate security processes and practices to protect Commonwealth and Recipient information, in accordance with the Contract (including applicable privacy and records management requirements);

- (ix) details of how the SRSS Provider will work cooperatively with the incumbent service provider to transition existing services and Recipients, including undertaking audits and stocktakes of existing assets and property and undertaking face to face hand overs with case workers;
 - (x) proposed schedule for Recipient and property transition;
 - (xi) describe how the SRSS Provider will maintain continuity of care for Recipients;
 - (xii) describe communication strategy for stakeholders, including but not limited to incumbent stakeholders, Department and Recipients; and
 - (xiii) describe how the SRSS Provider will manage any risks that may arise during the Contract Transition-In Period.
- (f) SRSS Providers will be required to participate in regular teleconferences, as directed by the Department, throughout the Transition-In period to report on its progress on activities and milestones detailed in the Contract Transition-In Plan. The Department may request written progress reports at its discretion.
- (g) The SRSS Provider must notify the Department when it has satisfied the requirements of the Contract Transition-In Plan and enable the Department to undertake Contract Transition-In checks.
- (h) If the Department is satisfied that the SRSS Provider:
- (i) has completed the requirements of the approved Contract Transition-In Plan;
 - (ii) has submitted all plans, documents and other deliverables required to be provided and approved during the Implementation Period; and
 - (iii) is otherwise able accept Recipient Referrals and provide the Services to Recipients in accordance with the Contract; then the Department will notify the SRSS Provider that all Contract Transition-In checks are complete.
- (i) If the Department is not satisfied that the SRSS Provider has satisfied the requirements of the Contract Transition-In Plan then (without prejudice to any other rights of the Department), the SRSS Provider must do all things necessary (at no cost to the Department) to satisfy the requirements of the Contract Transition-In Plan.

19.4 Risk Management Plan

- (a) The SRSS Provider must provide a Risk Management Plan, including a Risk Register, detailing the identification, management and mitigation of risks for approval by the Department.
- (b) The SRSS Provider must:
 - (i) understand the nature of the risks;
 - (ii) systematically identify, assess, treat, monitor and review those risks; and
 - (iii) ensure that risk identification, assessment, and prevention are embedded into processes at all levels.
- (c) The Risk Management Plan, including a Risk Register must be consistent with the Department's Risk Management strategies and must, at a minimum, describe:
 - (i) how the SRSS Provider will identify, seek to prevent and manage risks in relation to the services;
 - (ii) the level of conformance to the Department's Risk Management Policy Statement and recognised standards for risk management (AS/NZS ISO 31000:2018);
 - (iii) criteria for identifying and managing risks, including descriptions of likelihood and consequence criteria in accordance with the Department's risk matrix;
 - (iv) specific risks unique to the SRSS program are addressed in the Plan;
 - (v) how risks will be categorised and appropriate risk treatment strategies applied;
 - (vi) how risks will be reported internally and to the Department; and
 - (vii) the thresholds for escalation and management of risks, including how risks will be reported internally and to the Department and the thresholds for escalation and management of risks. These should be in line with the Department's risk appetite and/or tolerance outlined in Department's Risk Management Policy Statement.
- (d) The SRSS Provider must:
 - (i) implement the approved Risk Management Plan, including a Risk Register, during the term of the Contract;
 - (ii) incorporate or otherwise address any comments or feedback on the Risk Management Plan, including the Risk Register;
 - (iii) perform its obligations under the Contract in a manner that facilitates identification, control, management and mitigation of the risks in connection with the Contract, whether or not a risk is identified in the approved Risk Management Plan, including the Risk Register;
 - (iv) provide the Department with information and documents in relation to the Risk Management Plan, including the Risk Register, within one business day on request by the Department;

- (v) promptly report to the Department on the status of the Risk Management Plan, including a Risk Register, and any significant new or changed risks; and
 - (vi) update and submit for approval the Risk Management Plan, including a Risk Register, throughout the term of the Contract as and when necessary, to ensure they identify current risks and appropriate prevention or mitigation strategies at all times.
- (e) The SRSS Provider must provide the Department with a Risk Management Plan, including a Risk Register, in the template provided by the Department, for approval in accordance with the following schedule:
- (i) a draft by the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department) and wherever necessary, to ensure at all times, the documents identify current risks and appropriate prevention and mitigation strategies, or as requested by the Department.

19.5 Fraud Control Plan

- (a) The SRSS Provider must provide a Fraud Control Plan detailing the approach to the management, prevention and detection of fraud related risks.
- (b) The SRSS Provider must:
 - (i) understand the nature of the risks;
 - (ii) systematically identify, assess, treat, monitor and review those risks; and
 - (iii) ensure that fraud identification, assessment, and prevention are embedded into processes at all levels.
- (c) The Fraud Control Plan must be consistent with the Commonwealth Fraud Control Framework, and must, at a minimum, describe and address:
 - (iv) the specific fraud risks unique to the SRSS program;
 - (v) how the SRSS Provider will identify, prevent and manage risk of fraud in the performance of the services;
 - (vi) how the SRSS provider will assess the adequacy of existing controls;
 - (vii) how the SRSS provider will train personnel in identifying and dealing with fraud; and
 - (viii) how any instances of fraud or suspected fraud will be reported internally and to the Department.

(d) The SRSS Provider must:

- (i) implement the approved Fraud Control Plan during the term of the Contract;
- (ii) incorporate or otherwise address any comments or feedback on the Fraud Control Plan;
- (iii) update the Fraud Control Plan bi-annually in accordance with the Commonwealth Fraud Control Framework;
- (iv) perform its obligations under the Contract in a manner that facilitates identification, control, management and mitigation of fraud risks in connection with the Contract, whether or not they are identified in the approved Fraud Control Plan;
- (v) provide the Department with information and documents in relation to the Fraud Control Plan promptly on request by the Department;
- (vi) promptly report to the Department on the status of the Fraud Control Plan, and any significant new or changed risks; and
- (vii) update and submit for approval the Fraud Control Plan throughout the term of the Contract as and when necessary, to ensure the plan identifies current fraud risks and appropriate prevention or mitigation strategies at all times.

(e) The SRSS Provider must provide the Department with a Fraud Control Plan, for approval in accordance with the following schedule:

- (i) a draft by the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan, for review;
- (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
- (iii) an update as required under clause 7 of Attachment F to the Contract and wherever necessary, to ensure at all times, the Plan identifies current risks and appropriate prevention and mitigation strategies, or as requested by the Department.

19.6 Work Health and Safety

(a) The SRSS Provider must develop and implement a Department approved Work Health and Safety (WHS) Plan for the Contract Term.

(b) The WHS Plan must include policies and procedures relating to:

- (i) hazard control;
- (ii) infection control, where appropriate;
- (iii) occupational hygiene;
- (iv) safety and security of persons working at a facility;
- (v) WHS training requirements for SRSS Provider Personnel working onsite at a facility;

- (vi) emergency and disaster management procedures in the event of cyclones and bushfires where relevant to risk; and
 - (vii) SRSS Provider Personnel's support including Post-Incident Management and debrief activities.
- (c) The WHS Plan should, at a minimum, address the following:
- (i) describe how the SRSS Provider will comply with its WHS obligations under the Contract and applicable State/Territory and Commonwealth legislation including the WHS Act and any current industry standards and practice;
 - (ii) identify, prevent and manage the risk of WHS issues for SRSS Provider Personnel, Subcontractor Personnel, and Recipients, in delivering the services; and
 - (iii) be consistent with AS/NZS 45001:2018 – Occupational Health and Safety Management System.
- (d) The SRSS Provider must provide the Department with a WHS Plan for approval as follows:
- (i) a draft at the Commencement Date of the Contract, or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
- (e) The SRSS Provider must comply, review and update the WHS Plan throughout the term of the Contract to ensure it remains appropriate and current at all times, and submit any updates to the plan within a timeframe acceptable to the Department. Timeframes will vary depending on the circumstances that predicated the requirement for an update.

19.7 Child Protection Plan

- (a) The SRSS Provider must develop and implement a Department approved Child Protection Plan for the Contract Term.
- (b) The Child Protection Plan must include:
 - (i) An outline of the approach the SRSS Provider will follow to promote child safety when delivering the Services;
 - (ii) 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, protective education programs, Code(s) of Conduct, and training staff and volunteers to recognise signs of risk and potential risk;
 - (iii) child protection reporting processes, including how they will ensure staff understand their reporting requirements;

- (iv) 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
 - (v) 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.
- (c) The SRSS Provider must provide the Child Protection Plan for approval as follows:
- (i) a draft at the Commencement Date of the Contract, or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
- (d) The SRSS Provider must comply, review and update the Child Protection Plan throughout the term of the Contract to ensure it remains appropriate and current at all times, and submit any updates to the plan within a timeframe acceptable to the Department. Timeframes will vary depending on the circumstances that predicated the requirement for an update.

19.8 Human Resource Management Plan

- (a) The SRSS Provider must develop and implement a Department approved Human Resource Management Plan for the Contract Term.
- (b) The Human Resource Management Plan must, at a minimum, include:
- (i) prioritise achieving consistency of staff in roles which interact with children and families
 - (ii) induction and ongoing training programs for SRSS Provider Personnel that is sufficiently tailored for the different roles and responsibilities;
 - (iii) comply with the requirements of the Contract, including the Statement of Requirements and all Contract standards including the APS Code of Conduct;
 - (iv) describe the SRSS Provider's recruitment strategy and how it will ensure it has sufficient Personnel with appropriate skills to deliver the required Services;
 - (v) describe how the SRSS Provider will ensure Personnel are vetted prior to employment;
 - (vi) explain the SRSS Provider's training strategy, including requirements for training from the Department; and
 - (vii) identify specific positions nominated to deliver specific services and specify the minimum standard of qualification or experience required for those positions.

- (c) The SRSS Provider must provide the Human Resource Management Plan for approval, in accordance with the following:
 - (i) a draft at the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version, incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
- (d) The SRSS Provider must comply, review and update the Human Resource Management Plan throughout the term of the Contract to ensure it remains appropriate and current at all times, and submit any updates to the plan within a timeframe acceptable to the Department. Timeframes will vary depending on the circumstances that predicated the requirement for an update.

19.9 Operations Manual

- (a) The SRSS Provider must develop an Operations Manual that:
 - (i) describes the operational practices, guidelines and procedures the SRSS Provider will follow to deliver the services in accordance with the Contract, this Statement of Requirements, the SRSS Program Procedural Instruction, and any other instructions issued by the Department.
 - (ii) is consistent with relevant industry best practice.
- (b) The Operations Manual must include practices, guidelines and procedures for:
 - (i) decision-making and communication protocols, with particular reference to collaboration with the Department, Other Providers, and Subcontractors and consortia partners where relevant;
 - (ii) communication with Recipients, including the use of translating and interpreting services;
 - (iii) managing and responding to stakeholder and Recipient complaints and grievances;
 - (iv) 24-hour emergency contacts for both Recipients and the Department;
 - (v) Critical Incidents and other Incidents handling, recording and reporting;
 - (vi) records management and the treatment of Personal Information and Confidential Information in accordance with the Contract;
 - (vii) workplace health and safety and training;
 - (viii) invoicing and financial approvals processes;
 - (ix) ensuring compliance with department's Child Safeguarding Framework and relevant State and Territory child protection legislation;
 - (x) qualitative and quantitative reporting requirements;

- (xi) continuous improvement processes; and
 - (xii) all other processes used in delivering the Services and comply with the Contract.
- (c) The SRSS Provider must:
- (i) address any comments by the Department in relation to the draft operations manual;
 - (ii) comply with the Operations Manual; and
 - (iii) update and maintain the Operations Manual throughout the Term as necessary to ensure it remains appropriate, current and consistent with the Contract.
- (d) The completeness, suitability and effectiveness of the Operations Manual, and adherence to it, must be a focus of the SRSS Provider's quality assurance program and continuous improvement activities.
- (e) Where appropriate, the SRSS Provider must amend the Operations Manual to take into account any recommendations made by the Department's quality assurance program or other representatives' reviews and audits.
- (f) The SRSS Provider must provide the Operations Manual in accordance with the following:
- (i) a draft by the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date, immediately following any update, or as requested by the Department (and revisions to the update if required by the Department).

19.10 Business Continuity Plan

- (a) The SRSS Provider must develop and maintain a Business Continuity Plan in line with the Department's Business Continuity Framework that addresses the following:
- (i) the strategies and actions to ensure continuity of the Services when normal operations are disrupted or circumstances exist that may threaten the operation of the Services;
 - (ii) ensures the safety, security and wellbeing of Recipients and SRSS Provider Personnel.
 - (iii) be consistent with and reflect the approved Risk Management and Fraud Control Plan;
 - (iv) includes criteria for identifying and managing business continuity risks, including descriptions of likelihood and consequence criteria, and appropriate risk management criteria including mitigation strategies;

- (v) describes how business continuity issues will be reported internally and to the Department, and align with timeframes and methodology described in the Department's Business Continuity Framework;
 - (vi) describes the threshold for escalation and management of business continuity issues, and align with timeframes and methodology described in the Department's Business Continuity Framework; and
 - (vii) describes provisions for continuity of IT access off-site when the SRSS Provider's site is disrupted. Provisions must also address loss of staff, property, suppliers and equipment.
- (b) The Business Continuity Plan should align with recognised standards for business continuity including:
- (i) ISO 22301:2019 Societal Security Business Continuity Management Systems requirements;
 - (ii) AS/NZS 5050:2010 Business Continuity Managing Disrupted Related Risk or equivalent; and
 - (iii) the Business Continuity Good Practice Guide
- (c) The SRSS Provider must implement a Business Impact Analysis (BIA) to identify the functions being implemented, their associated risk levels and criticality, in accordance with the Department's Business Continuity Framework.
- (d) The SRSS Provider must test the Business Continuity Plan annually.
- (e) The SRSS Provider is required to provide the Business Continuity Plan for approval, in accordance with the following:
- (i) a draft at the Commencement Date of the Contract or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
- (f) The SRSS Provider must comply, 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 for approval within a timeframe acceptable to the Department. Timeframes will vary depending on the nature of the issue or event.

19.11 Quality Assurance

- (a) The SRSS Provider must develop and implement a Department approved Quality Assurance Plan for the Contract Term.
- (b) Quality Assurance is the responsibility of both the Department and the SRSS Provider to ensure quality practices are defined, monitored and implemented to inform continuous improvement of service delivery.

- (c) 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:
 - (i) incident reporting processes and timeframes;
 - (ii) Recipient Case Plans;
 - (iii) transition and exit processes and timeframes;
 - (iv) qualification and security checks for SRSS Provider Personnel;
 - (v) insurances;
 - (vi) records management;
 - (vii) invoicing and financial management; and
 - (viii) information technology policies and processes.
- (d) The SRSS Provider must provide the Quality Assurance Plan for approval, in accordance with the following:
 - (i) a draft at the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version, incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department) or as requested by the Department.
- (e) The SRSS Provider must comply, 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 Quality Assurance Plan for approval within a timeframe acceptable to the Department. Timeframes will vary depending on the nature of the issue or event.

19.12 Continuous Improvement

- (a) In measuring success and identifying areas for improvement, the Performance Management Framework informs a continuous improvement process. This process provides a mechanism for the Department and the SRSS Provider to review and reset agreed benchmarks for service delivery standards.
- (b) The Department and the SRSS Provider will have a collaborative approach to the continuous improvement process and will work cooperatively to improve service delivery.
- (c) The continuous improvement process underpins a culture of improvement, innovation and change, by incorporating regular reviews of performance and making the necessary adjustments and refinements to the framework.

- (d) The Continuous Improvement Plan must include detailed phased benchmarks addressing the SRSS program Principles and the Department's SRSS objective, goals and critical success factors. It must also:
 - (i) identify improvements for the SRSS Provider's processes and procedures set out in the Operations Manual, and how and when the improvements will be achieved;
 - (ii) prioritise potential changes in SRSS Provider service delivery processes and procedures;
 - (iii) include measures for continuous improvement;
 - (iv) implement enhancements to achieve better service outcomes;
 - (v) report on progress of agreed enhancements;
 - (vi) facilitate end-to-end Quality Management to minimise adverse impacts on business delivery and Recipients; and
 - (vii) outline processes for Recipient feedback.
- (e) The SRSS Provider must provide the Continuous Improvement Plan for approval, in accordance with the following:
 - (i) a draft at the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan, for review;
 - (ii) a final version, incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department), or as requested by the Department.
- (f) The SRSS Provider must comply, 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 Continuous Improvement Plan for approval within a timeframe acceptable to the Department. Timeframes will vary depending on the nature of the issue or event.

19.13 Contract Transition-Out

- (a) The SRSS Provider must provide the Department with a Contract Transition-Out Plan in accordance with this Statement of Requirements.
- (b) The SRSS Provider must include details in its Transition-Out Plan which describes:
 - (i) their ability to work with the Department and Other Providers in collaboration, ensuring service continuity if there is a transfer of services to the Department or another SRSS Provider;
 - (ii) how they will ensure all services commenced under the Contract are completed in accordance with the Contract, or are appropriately transferred to the Department, or another SRSS Provider (as required by the Department);

- (iii) how they will meet all other transition-out requirements as notified by the Department;
 - (iv) how it will facilitate a hand over to the Department or the Department's nominee (including to an Other Provider or any other arrangement);
 - (v) how it will ensure it has sufficient ongoing resources to effectively transition-out;
 - (vi) appropriate milestones for accepting of, and timeframes for performing, the Contract Transition-Out activities and tasks; and
 - (vii) their responsibilities during the Contract Transition-Out Period.
- (c) The Contract Transition-Out Plan must describe how the SRSS Provider will:
- (i) manage the secure delivery, transfer or destruction of Commonwealth Material, Contract Material, Auxiliary Material and all other relevant Material (including Recipient records), to the Department or its nominee as agreed with the Department including:
 - o the removal of the Department's information relating to the Services from the SRSS Provider's computer and other file storage systems;
 - o transferring, destroying or providing access to all information stored by whatever means held by the SRSS Provider or under the control of the SRSS Provider in connection with this Contract to the Department or its nominee as required;
 - o specify a set timeframe for the performance of each of the above tasks;
 - o work with the Department and Other Service Providers to ensure continuity of care to Recipients where there is a handover of the Services;
 - o ensure all Services commenced under the Contract are completed in accordance with the Contract or are appropriately transferred to the Department or another SRSS Provider (as required by the Department);
 - o ensure appropriate management and transfer or disposal of assets and other property as agreed by the Department;
 - o or share information with the Department and any nominee (including providing all applicable registers);
 - o complete any outstanding part of the Services in accordance with the Contract; and
 - o ensure that the SRSS Provider's Personnel are available to the Department or a new provider for discussions.
- (d) The SRSS Provider must liaise and cooperate with the Department as necessary to ensure the Department's approval of the Contract Transition-Out Plan.
- (e) Without prejudice to clause 19.13(c) above, the SRSS Provider must ensure that it delivers all Documentation to the Department in accordance with the timeframes or by the milestones set out in the Contract Transition-Out Plan and the Contract.

- (f) The SRSS Provider must provide the Department with a Contract Transition-Out Plan for approval by the Department using the template in the SRSS Procedural Instruction, in accordance with the following:
- (i) a draft plan within six (6) months of the Commencement Date;
 - (ii) an updated version incorporating any changes requested by the Department within two weeks of the request;
 - (iii) an update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department);
 - (iv) if a Termination Notice is issued under the Contract, within one (1) month of the date on which that notice is given; and
 - (v) if no Termination Notice issued under the Contract, at least six (6) months before the Contract expires.

19.14 Meetings

19.14.1 General

- (a) The SRSS Provider must attend, and actively participate in, the meetings as detailed in the below clauses, to ensure the smooth running of the SRSS program.
- (b) The SRSS Provider must keep minutes of meetings and distribute copies to attendees, where directed by the Department.
- (c) The SRSS Provider must attend all meetings via teleconference, unless specified in this Statement of Requirements or otherwise agreed to by each party
- (d) Each party will bear its own costs in respect of all meetings called and attending to the matters arising which require their action or attention, unless specified in this Statement of Requirements or otherwise determined by each party.

19.14.2 Biannual Local Area Cooperative Meeting

- (a) The SRSS Provider must work with relevant Other Providers in their Contract Region (where applicable) to discuss service delivery issues and facilitate cooperation within the sector, guide service delivery and discuss and respond to emerging issues.
- (b) The SRSS Provider must convene two meetings each year. Where two or more SRSS Providers 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.

19.14.3 Contract Management Meeting

- (a) The SRSS Provider must participate in quarterly contract management meetings with the Department (Contract Meetings) to discuss topics including, but not limited to:

- (i) performance against the Performance Measures and the Service Standards
 - (ii) performance trends and program trends, where these are known.
- (b) The Department reserves the right to request meetings, more or less frequently, if deemed necessary.
- (c) As per clause 20.3, the SRSS Provider must submit a self-assessment performance report (including, for example, Key Performance Indicators, delivery of Services, financial management) two weeks before the Contract Meeting where the Contract Meeting is held during the performance reporting period for discussion at the meeting.
- (d) The Department will convene the meetings, via teleconference. Attendance must include the SRSS Provider, departmental Contract Managers and others as required. Where necessary, meetings may be convened face to face. If travel is required, costs will be funded by the SRSS Provider.

19.14.4 Other Meetings

- (a) The SRSS Provider must also participate in any other meetings associated with the delivery of Services including multilateral meetings with other SRSS Providers, departmental staff and other stakeholders, as required by the Department and any stakeholder (as applicable).

19.15 Cooperation with Enquiries and Investigations

- (a) The SRSS Provider must cooperate with any enquires or investigations instigated by the Commonwealth entities or as notified by the Department.

20. PERFORMANCE MANAGEMENT AND GOVERNANCE

20.1 Performance Management

- (a) The objective of performance management is to ensure that the Services meet or exceed the Contract requirements.
- (b) The supporting objective is to accurately measure key aspects of the Services:
- (i) for effectiveness and efficiency against established service standards and performance targets;
 - (ii) provide a mechanism for feedback and recognise achievement;
 - (iii) ensuring the Department achieves value for money by creating a system that is responsive to variations in service standards and ensures the Department pays for the quality and level of service actually delivered by the SRSS Provider;
 - (iv) specifying performance goals and minimum standards of performance required of the SRSS Provider by the Department;
 - (v) highlighting areas of concern or deficiency in performance, deciding upon mechanisms to improve service delivery and providing an avenue for recognition when the SRSS Provider has achieved or exceeded agreed standards;

- (vi) assist the Department to appropriately manage the risks associated with the delivery of the Services;
 - (vii) promotes a culture of continuous improvement in the performance of the Services through regular and ongoing review and adjustment;
 - (viii) reviewing the framework with the SRSS Provider periodically to ensure it is appropriate to changing business needs; and
 - (ix) to initiate preventative action where the SRSS Provider is finding it difficult to meet established service standards and performance targets.
- (c) The SRSS Provider must comply with the Performance Management Framework and meet or exceed the performance levels as described in this Statement of Requirements.

20.2 Performance Measures

- (a) The Department will monitor and evaluate the SRSS Provider's performance and provision of all deliverables against the Performance Measures throughout the Contract Term.
- (b) The Performance Measures aim to measure the success in achieving the Contract Objectives, Intent, Principles, Service Delivery Principles and critical success factors for the SRSS program. The Performance Measures include both qualitative and quantitative measures.
- (c) Key Performance Indicators including any applicable methods for assessment and acceptable standards are outlined in Annexure H.
- (d) Without limiting the Department's rights and the SRSS Provider's obligations under 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.
- (e) 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.
- (f) 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.
- (g) If the SRSS Provider is still unable to meet the Performance Measure, the Department will begin a performance management process, including the requirement for the SRSS Provider to provide a remediation plan, and the SRSS Provider must comply with that process in order to resolve the failure to meet the Performance Measures. If the Department, at its absolute discretion, considers it is required, the Department may redirect referrals of Recipients to Other Providers, or remove Recipients from the SRSS Provider.
- (h) Specifically, the Department intends to measure the performance of the SRSS Provider through an ongoing quality assurance program focusing on delivery of Services, contractual adherence and financial management.

- (i) The Department will also measure the SRSS Providers performance against the Key Performance Indicators outlined in Annexure H.
- (j) Failure to achieve a KPI is expected to trigger remedies against the SRSS Provider as detailed in the Contract.

20.3 Performance Reporting

- (a) The SRSS Provider must submit a self-assessment performance report, including consolidated Subcontractor information (where relevant) two weeks before the quarterly Contract Meeting, and as required by the Department. The reports must set out:

the SRSS Provider's performance, including the performance of its Subcontractors, against the Services and Key Performance Indicators; and

- (i) any significant issues arising during the reporting period, including key issues identified through stakeholder engagement activities and action taken to resolve those issues.
- (b) The SRSS Provider must submit ad hoc reports as required by the Department.

20.4 Service Standards

- (a) The SRSS Provider must meet the Service Standards outlined in this Statement of Requirements (and subsequently the Contract and SRSS Program Procedural Instruction).

20.5 Departmental Quality Assurance Program

- (a) The Department will conduct regular quality checks through the departmental quality assurance program to evaluate SRSS Provider performance, and assess the standard and quality of service delivery throughout the year.
- (b) The departmental quality assurance programs are separate from the SRSS Provider's quality assurance program.
- (c) The departmental quality assurance program will include activities such as meetings between the Department and SRSS Personnel (including Subcontractor Personnel), random or targeted checks of Recipient Case Plans and files, observing transit assistance services and the delivery of orientation Services, accommodation inspections, interviews with Recipients, and financial and WHS 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 program.
- (d) The SRSS Provider must cooperate with the Department to enable it to carry out its quality assurance program. This must be achieved by (but not be limited to):
 - (i) providing the Department with relevant performance information;
 - (ii) providing access to premises, relevant Personnel, records and other resources as required; and
 - (iii) working cooperatively with the Department to implement identified improvements in the Services.

- (e) The Department will report on the key findings of the departmental quality assurance program and, where necessary, formulate recommendations for Service improvement. The SRSS Provider must implement any recommendations in the timeframes specified by the Department.
- (f) Throughout the Term, the SRSS Provider and its Personnel, where relevant, must facilitate interviews between 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.

ANNEXURES TO THE STATEMENT OF REQUIREMENTS

ANNEXURE A – SRSS Provider Responsibilities under the IGOC Act

1. Legislative framework for the Guardianship of Minors

- (a) Under the Immigration (Guardianship of Children) Act 1946 (the IGOC Act), the Minister for Immigration, Citizenship, Migrant Services and Multicultural Affairs is the legal guardian of certain unaccompanied children in Australia. The Department of Home Affairs (the Department) supports the Minister in this role and administers the IGOC Act and the Immigration (Guardianship of Children) Regulations 2018 (the IGOC Regulations).
- (b) Section 6 of the IGOC Act makes the Minister the guardian of every 'non-citizen child' who arrives in Australia, to the exclusion of his or her parents and every other guardian. As a result, the Minister is granted the same rights, powers, duties, obligations and liabilities as a natural guardian of the child would have until the child reaches the age of 18, leaves Australia permanently, becomes an Australian citizen, or the provisions of the IGOC Act cease to apply to him or her, whichever happens first.
- (c) 'Non-citizen child' is defined within the IGOC Act as someone who:
 - (i) is aged less than 18 years;
 - (ii) entered Australia as a non-citizen;
 - (iii) at the time of their arrival, intends, or is intended, to become a permanent resident of Australia; and
 - (iv) did not enter Australia in the charge of, or for the purpose of living in Australia under the care of a parent, or a relative who has turned 21 years of age.
- (d) Such persons are referred to in this RFT as IGOC Minors.
- (e) The term 'Non-IGOC Minor' is used to refer to Unaccompanied Minors who do not fall within the definition of 'non-citizen child' and for whom the Minister is not the guardian under the IGOC Act.
- (f) Section 4AA of the IGOC Act allows the Minister to direct that an individual child who would not usually be an IGOC Minor be brought under the operation of the IGOC Act, and therefore the Minister's guardianship. This power is available in limited circumstances if:
 - (i) the child entered in the charge of, or for the purpose of living in Australia under the care of, a Relative aged 21 or older;
 - (ii) the child intends or is intended to become a permanent resident of Australia;
 - (iii) it is necessary in the interests of the child to come under the Minister's guardianship;
 - (iv) the child's relationship with their Relative has broken down irretrievably; and
 - (v) the child's Relative consents to the direction.

2. Guardianship obligations applicable to IGOC Minors - Band 1 and Band 2

- (a) Section 6 of the IGOC Act recognises the Minister as the sole guardian of IGOC Minors, regardless of delegation, to the exclusion of their parents and/or other guardians who may subsequently arrive in Australia. Section 6 also recognises that as guardian, the Minister and his/her delegates have the same rights, powers, duties, obligations and liabilities as the child's natural guardian (parent). In general terms, a guardian is responsible for the long-term welfare of a child under their care.
- (b) To assist in meeting those guardianship responsibilities, Section 5 of the IGOC Act allows the Minister to delegate some of his/her guardianship powers and functions under the Act to officers of the Commonwealth or State or Territory governments. Such officers are referred to as 'IGOC Delegates'. However, the Minister retains ultimate responsibility for IGOC Minors and for ensuring appropriate arrangements are in place to protect their interests and foster their well-being.

3. Selection and appointment of Custodians for IGOC Minors - Band 2

- (a) Section 7 of the IGOC Act allows the Minister to select and appoint willing and suitable persons or organisations to be Custodians of IGOC Minors and to place IGOC Minors into the custody of those persons or organisations. In general terms, a Custodian has the right and responsibility to make decisions about the daily care and control of a child who is in their custody. Where an IGOC Minor is being cared for by a service provider, the service provider organisation will be appointed as the custodian (not individual employees of the organisation).
- (b) In selecting a Custodian, the Minister must be satisfied that that person or organisation is willing and is, in his opinion, suitable to be a Custodian. To be considered "suitable", the organisation must be able to demonstrate that all staff employed to deliver services to IGOC Minors have the relevant skills, experience, qualifications and clearances, including current Working with Children Checks and National Police checks. In addition, the organisation will be assessed on their capacity to deliver services in line with the best interests of a child, their good reputation (including their past record in adhering to child protection requirements) and demonstrable experience in caring for Minors with a case management focus.
- (c) Once selected, it is a legislative requirement under the IGOC Act that a person/organisation delivering day-to-day care to an IGOC Minor in Band 2 of the SRSS program be officially appointed as a Custodian.
- (d) The [IGOC Regulations](#) also require that the Minister maintain a Register of Custodians. Custodians must supply and/or confirm the following information currently required by the Department to be recorded in the register:
 - (i) the name, address, telephone number and date of birth of each custodian;
 - (ii) the name, date of birth and sex of each non-citizen child in the custody of each custodian; and
 - (iii) any other particulars that the Minister considers relevant.

4. Duties and responsibilities of Custodians of IGOC Minors - Band 2

- (a) Under Regulation 9 of the IGOC Regulations, Custodians must provide for the welfare and care of IGOC Minors in their care. Welfare and care are defined in the IGOC Regulations as including custody, control, maintenance, education, training and employment.
- (b) Regulation 9(2) of the IGOC Regulations specifies that the duties and obligations of the custodian of a non-citizen child are, as far as practicable, the same as the duties and obligations that, under the laws of the State in which the custodian lives (as in force on the day this instrument commences), a person has in relation to:

- (i) a child in the person's care; or
 - (ii) a child of whom the person is the guardian or foster parent.
- (c) A custodian is a person or entity to whom the Minister (or IGOC Delegate), has given custody of a child under section 7(1) of the IGOC Act. A custodian has actual custody and provides the day-to-day care for an IGOC Minor, including routine decision-making. However, non-routine decisions must be made by the IGOC delegate (see Custodian decision-making responsibilities below). That is, custodianship does not displace guardianship. Organisations appointed as Custodians of IGOC Minors must ensure IGOC Delegates are consulted in all matters that are not of a routine nature regarding that child's care and welfare.
- (d) The IGOC Regulations also require Custodians of IGOC Minors to seek the consent of an IGOC Delegate before making a decision to:
- (i) place an IGOC Minor into the care of another person; and
 - (ii) take or send an IGOC Minor out of, or let the Minor go, or be taken from, the State or Territory where that Minor resides.
- (e) Custodians are also required to give IGOC Delegates all reasonable help for inspecting the conditions under which they IGOC Minor is living, and for finding out whether the duties and obligations of the Custodian are being carried out.
- (f) Custodians of IGOC Minors must inform the IGOC Delegate of any change in address at which the Minor resides with the Custodian at least seven days before the change occurs. If this is not possible, Custodians must notify IGOC Delegates as soon as practicable.
- (g) Regulation 13 requires the Custodian to immediately give the IGOC Delegate notice, and do anything else in relation to the IGOC Minor that the IGOC Delegate requires, if a notifiable event occurs. The custodian of a non-citizen child commits an offence if:
- (i) a notifiable event occurs in respect of the non-citizen child; and
 - (ii) the custodian fails to:
 - i. immediately notify the Minister of the event; or
 - ii. do anything else in relation to the non-citizen child that the Minister requires.
- (h) A notifiable event occurs in respect of a non-citizen child if the child:
- (i) absconds; or
 - (ii) is taken from the custody of the child's custodian; or
 - (iii) becomes seriously ill; or
 - (iv) is involved in a serious accident; or
 - (v) dies.
- (i) Failure to notify an IGOC Delegate of any such incidents is a criminal offence in the form of one penalty unit.
- (j) The Custodian is also required to meet the incident reporting requirements relevant to all IGOC Minors (in either Band 1 or Band 2 of the SRSS program) outlined in the Incident management and reporting section of the Statement of Requirement (see Part 15, Section 7).

- (k) Failure to meet any of the incident reporting requirements outlined in this RFT or reporting requirements arising from other relevant Commonwealth, State or Territory child welfare laws may result in a reconsideration of a provider's suitability as Custodian of IGOC Minors and possible breaches and/or termination of contracts.

5. Custodian decision-making responsibilities under the IGOC Framework

- (a) Custodians for Band 2 IGOC Minors will be expected to make certain decisions on the child's behalf. However, there are some decisions that are required by Australian law to be made by the IGOC Delegate. The Custodian is expected to provide for the 'welfare and care' of the child, which is defined in regulation 9 as including custody, control, maintenance, education, training and employment. Examples of the types of decisions that may be made by the custodian include:
 - (i) whether the IGOC Minor may travel within the state/territory
 - (ii) whether the IGOC Minor may stay overnight at a place other than their usual residence (although this depends on the departmental program)
 - (iii) if an education provider accepts the custodian's authority to enrol the IGOC Minor, the custodian may complete enrolment procedures on behalf of the IGOC Minor
 - (iv) if the organisation accepts the custodian's authority, the enrolment of the IGOC Minor in
 - (v) extra-curricular educational or recreational programs, consent can be provided by the custodian.
- (b) In practice, this includes making decisions such as:
 - (i) school enrolment;
 - (ii) school excursions, unless they involve an inherent risk such as rock climbing;
 - (iii) extra-curricular activities such as sport or music, but not activities that involve an inherent risk such as rock climbing;
 - (iv) curfews and house rules;
 - (v) child non-emergency health care (where the child lacks the capacity to make their own decisions); and
 - (vi) social activities.
- (c) Where required, education providers should be encouraged to allow the Custodian or Carer of the IGOC Minor (rather than the IGOC Delegate) to:
 - (i) enrol the IGOC Minor in school; and
 - (ii) consent to low risk educational activities or extra-curricular activities involving the IGOC Minor.
 - (iii) Consent from the IGOC delegate is generally required in circumstances involving high-risk educational or extra-curricular activities (for example, sky diving or interstate travel).
- (d) For all other matters, the Custodian must seek the IGOC Delegates permission. This includes:
 - (i) overnight stays away from the residence determination address, including school camps, sleepovers and holidays, even if only for one night;

- i. one to two nights, consent is required from a departmental delegate, and
- ii. three nights or more, consent is required from the IGOC Delegate.
 - (ii) participation in risky activities such as rock climbing;
 - (iii) allowing the child to temporarily live with another person;
 - (iv) interstate travel either with the custodian or another person;
 - (v) health care requiring a parent's or guardian's permission for treatment; and
 - (vi) health care in relation to serious illness or accident.
- (e) For more detailed information in relation to overnight stays and interstate travel, custodians should refer to the guidance provided by the specific departmental program or contact the Department.
- (f) It should be noted that IGOC Minors can make their own decisions and provide consent for themselves, if they are able to understand the consequences of an issue and the options available to them. Usually these will be decisions relating to routine medical or other health treatments, and the sharing of personal information (such as with a state/territory child welfare authority).
- (g) The consent of a custodian of an IGOC Minor will also be sufficient for routine (but not serious or critical) issues.

6. Non-IGOC Minors

- (a) If an Unaccompanied Minor does not fall under the definition of an IGOC Minor outlined above, they are referred to as Non-IGOC Minors. There is no legislative definition of a 'Non-IGOC Minor' and their circumstances are not dealt with by the IGOC Act. The IGOC Act does not specify who a Non-IGOC Minor's guardian is, and does not provide for the appointment of another person as guardian. Unless a Minor's parents are in Australia or a person in Australia has been legally appointed as the guardian (for example, by a court), these Non-IGOC Minors may not have a legal guardian in Australia. In this case, the Non-IGOC Minor's parents (or guardians) outside Australia remain the Minor's legal guardians.
- (b) While Non-IGOC Minors do not fall under the Minister's guardianship, the Department has a Duty of Care towards these Minors and is responsible for ensuring that child's care and welfare where they fall under Band 1 or Band 2 of the SRSS program.
- (c) Neither Band 1 nor Band 2 Non-IGOC Minors have a Custodian, as they fall outside of the operation of the IGOC Act and custodianship is a legislative requirement under that Act. The SRSS Provider charged with the day-to-day care of Band 2 Non-IGOC Minors is therefore referred to as a Carer. As with IGOC Minors, the SRSS Provider is responsible for the welfare and care of Non-IGOC Minors including custody, control, maintenance, education, training and employment. However, in the case of Non-IGOC Minors, the responsibility is purely contractual in nature rather than of both a statutory and contractual nature, as is the case for IGOC Minors. The Department should also be notified of events and incidents involving Non-IGOC Minors, and should give permission for non-routine matters.

7. Carer reporting/decision making responsibilities for Non-IGOC Minors

- (a) While Non-IGOC Minors by definition do not fall under the operation of the IGOC Act, as a matter of departmental policy there are similar reporting requirements outlined in the Incident Management and Reporting section of this RFT that are derived from a consideration of the Duty of Care and the contractual arrangements in place.

- (b) The Carer of a Non-IGOC Minor has similar responsibilities as they would have if they were appointed Custodian of an IGOC Minor. They must provide for the basic welfare and care of the Minor and can make decisions about routine, day-to-day matters. The authority to make decisions for Non-IGOC Minors arises from the Department's responsibility to take reasonable care towards persons who the Department is detaining in Immigration Detention, including Community Detention.
- (c) Carers can make decisions about matters including:
 - (i) school enrolment;
 - (ii) school excursions, unless they involve an inherent risk such as rock climbing;
 - (iii) extra-curricular activities such as sport or music, but not activities that involve an inherent risk such as rock climbing;
 - (iv) curfews and house rules;
 - (v) Minor non-emergency health care (where the Minor lacks the capacity to make their own decisions); and
 - (vi) social activities.
- (d) For all other matters, the Carer must consult the Department, including:
 - (i) overnight stays away from the house, including school camps, sleepovers and holidays, even if only for one night;
 - (ii) participation in risky activities such as rock climbing;
 - (iii) allowing the child to temporarily live with another person;
 - (iv) interstate travel either with Carer or another person;
 - (v) health care requiring a parent's or guardian's permission for treatment; and
 - (vi) health care in relation to serious illness or accident.

ANNEXURE B – Timeline of Deliverables

Deliverable	Band	Details	Timeframe
Recipient Transition-In Services			
Referrals	1	SRSS Provider responds (accepts, seeks an exemption or requests additional information)	Responds and commences Services within two hours, or as directed by the Department.
	2,3 and 4	SRSS Provider responds (accepts, seeks an exemption or requests additional information)	Within two Business Days (and commence Services when transferred into the community).
	5 and 6	SRSS Provider responds (accepts, seeks an exemption or requests additional information).	Within two Business Days (and commence Services within one week).
Transit Assistance Services	1, 2, 3, 4, 5 and 6	SRSS Provider provides assistance in transiting Recipients.	Where required, at any time of the day or night.
Initial Payment	2 and 3	SRSS Provider provides an Initial Payment to Recipients.	Immediately on exit from an Immigration Detention Facility.
	4	SRSS Provider provides an Initial Payment to Recipients.	Immediately on exit from an Immigration Detention Facility, where directed by the Department.
	5 and 6	SRSS Provider provides an Initial Payment to Recipients.	Where directed by the Department.
Reception and Initial Property Induction	1	SRSS Provider complies with and facilitates the two-day reception process for UAMs.	Immediately on arrival at the APOD.
	2 and 3	SRSS Provider provides reception and induction services.	Immediately on the day of arrival in the community.
	5 and 6	SRSS Provider provides minimal reception and induction services	Where required, or as directed by the Department.
Basic Starter Package	2 and 3	SRSS Provider provides a Basic Starter Package to Recipients.	Immediately on arrival in the community.
	4	SRSS Provider provides a Basic Starter Package to Recipients.	Only to Band 4 Recipients who arrive in the community from an Immigration Detention Facility after 4pm, or as determined by the Department.

Orientation Assistance Services			2, 3, 4, 5 and 6	SRSS Provider to provide Orientation Services.	Within one week on Recipient's arrival in the community or transferring to a new location, where required.	
Essential Registration Services			2, 3, 4, 5 and 6	Bands 2 and Band 3 Recipients 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 the Recipient's first week in the community.	
				Eligible Band 4, Band 5 and Band 6 Recipients are registered with Medicare.	Within two weeks.	
				School-aged children are enrolled in school.	Within two weeks of entering the SRSS program.	
				Recipients who have exited a detention facility receive assistance to open a bank account and register with Services Australia.	Within one week of entering the community.	
		Core Services (Accommodation Services)				
Accommodation Suitability Assessment			2 and 3	SRSS Provider submits an Accommodation Suitability Assessment to the Department. Accommodation Suitability Assessment also used to ascertain the suitability and availability of a Community Link and proposed property.	Within two weeks of receiving a referral.	
Basic Household Goods			2 and 3	SRSS Provider to install/top up Basic Household Goods	Prior to Recipients arrival at Provided Accommodation.	
Baby Items Package			3	SRSS Provider to provide the Baby Items Package	Prior to a family's arrival at Provided Accommodation, or up to six weeks prior to a baby born to a parent.	
Independent Accommodation			5 and 6	Recipients secure Independent Accommodation.	Immediately on referral.	
Assistance to Exit Provided Accommodation			2, 3 and 4	Recipients exit Provided Accommodation.	Three to six weeks or as directed by the Department.	
		Core Services				
Individual Management Plan			1	SRSS Provider contributes constructively to the Recipient's Individual Management Plan, where possible in cooperation with the Detention Service Provider.	During its creation; otherwise within one week of receiving the plan.	

Case Plans (including Needs Assessment)	2, 3, 4, 5 and 6	Case Plans are submitted to the Department (Band 2, Band 3 and Band 5 Case Plans require departmental approval)	Within two weeks of the Recipient's placement in the SRSS Provider's care.
Case Plan Reviews and Updates	2, 3, 5 and 6	Case Plans are regularly maintained. Updated monthly/Minimum Contact with the Recipient, when a Recipient transitions between Bands, when there are significant changes to a Recipient's eligibility and a reported Incident closed by the Department.	Updated monthly at a minimum and where there are significant changes or reported incident being closed by the Department, submitted within two weeks.
Child Wellbeing Assessments	2 and 3	The SRSS Provider must undertake a Child Wellbeing Assessment (imbedded in the Case Plan)	Every three months, or as directed by the Department.
Continued Eligibility Reviews (CERs)	5	The SRSS Provider must undertake CERs to assess their continued eligibility for the SRSS program.	Every three months, unless approved by the Department for a longer period.
	6	The SRSS Provider must undertake CERs to assess their continued eligibility for the SRSS program.	Every six months, unless approved by the Department for a longer period.
Supporting Status Resolution	1, 2, 3, 4, 5 and 6	The SRSS Provider to ensure the Recipient is engaged with the Status Resolution process and is aware of the support available to them in resolving their immigration status.	Ongoing.
Supporting Recipient Health	1, 2, 3, 4, 5 and 6	The SRSS Provider must educate Recipients about the available physical and mental health services.	Ongoing.
Meaningful Engagement	1	Recipients are encouraged to participate in Meaningful Engagement Activities as organised by the Detention Service Provider.	Ongoing.
	2, 3, 4, 5 and 6	Recipients are being supported to engage in meaningful engagement activities in accordance with the Procedural Instruction.	Where required, or as directed by the Department.
Emergency Relief	1, 2, 3, 4, 5 and 6	The SRSS Provider to provide Emergency Relief and support.	Where required, or as directed by the Department.
Schooling Requirements Package	2 and 3	The SRSS Provider to provide the Schooling Requirements Package.	At the start of each new school year.
Movements within the SRSS program	1, 2, 3, 4, 5 and 6	Recipients may move between Bands, locations and SRSS Providers while in receipt of SRSS.	Where required, or as directed by the Department.
Payment of Living Allowance Gap Payment	1, 2, 3, 4, 5 and 6	The SRSS Provider must assess and pay the Living Allowance and related payments to Recipients who have not	Where required, or as directed by the Department.

		yet received their Living Allowance Payments from Services Australia.	
Additional Services	1, 2, 3, 4, 5 and 6	The SRSS Provider must submit to the Department, Additional Services requests for approval of any additional costs not already approved in the Recipient's Case Plan and notify the Department of any significant changes to the proposed care of the Recipient.	Where required, or as directed by the Department.
Incident Reporting	1	Critical incidents are reported.	Verbally within 30 minutes and a written report submitted within four (4) hours.
		Major incidents are reported.	Verbally within one (1) hour and written report submitted six (6) hours of the incident occurring.
		Minor incidents are reported.	Verbally within two (2) hours where there is attendance of State or Territory emergency services, otherwise within business hours. In writing within 24 hours.
	2,3,4,5, and 6	Critical Incidents are reported.	Verbally within 30 minutes and a written report submitted within one (1) hour for Critical Incidents relating to the death or serious injury of a Recipient, or within one (1) Business Day for all other Critical Incidents.
		Major Incidents are reported.	By phone within one (1) hour, followed by a written report within two (2) Business Days.
		Minor Incidents are reported.	For Band 2 and Band 3, by phone through the Incident Reporting Hotline within two (2) hours of becoming aware of the Incident where there is attendance of State or Territory emergency services. For Band 2, Band 3, Band 4, Band 5 and Band 6, the SRSS Provider must submit a written Incident report

			within three (3) business days.
Transition Out (Recipients)			
Transition Out Plan	2, 3 and 5	SRSS Provider submits a Transition Out Plan.	Within one week of receiving a notification from the Department.
	6	SRSS Provider may be required to submit a Transition Out Plan.	Where directed by the Department.
Referrals and Registrations	2, 3, 4, 5 and 6	SRSS Provider ensures all ongoing referrals and registrations required by Recipients exiting the SRSS program occur.	Within the Transition Out period.
Exits	2 and 3	Detention Health Service Provider card is returned.	Within one week of the Recipient moving out of Band 2 or Band 3.
	1, 2, 3, 4, 5 and 6	Former Recipients (no longer eligible for SRSS Services) have ceased receiving Services through the SRSS	On the date as specified by the Department.

ANNEXURE C – Incident Classifications

Incident Classifications	
Critical	Reportable Critical Incidents include, but are not limited to: 1. SRSS Abscond – Confirmed 2. SRSS Assault Critical 3. Assault – Sexual (including Sexual Abuse) 4. SRSS Criminal Behaviour 5. Death 6. Hostage 7. Public Health Risk – Serious
Major	Reportable Major Incidents include, but are not limited to: 1. SRSS Abscond – Suspected 2. Accident / Injury – Serious 3. Assault – Serious 4. Assault – Client < 18 5. Damage – Serious 6. SRSS Medical 7. SRSS Death – Natural Causes 8. Disturbance – Major 9. Physical Abuse 10. Child Neglect Major 11. Child Exploitation 12. Self-Harm – Actual 13. SRSS Significant threat to Others 14. SRSS Transfer – Not Arrived 15. SRSS Transfer – Not met 16. Criminal Behaviour – Major 17. SRSS Assault Sexual Adult – Major 18. SRSS Assault Sexual <18 – Major
Minor	Reportable Minor Incidents include, but are not limited to: 1. Abusive /Aggressive behaviour 2. Accident / Injury – Minor 3. Assault – Minor 4. SRSS Assault Sexual Adult – Min 5. Damage – Minor 6. Disturbance – Minor 7. Media Staff / Client contact with / from Media Agency 8. Media – Unauthorised Presence 9. SRSS Medical – Minor 10. SRSS Missing / Location Unknown 11. Public Health Risk – Minor 12. School Absenteeism 13. Self-Harm Actual – Minor 14. SRSS Self-Harm Threat – Minor 15. Substance Abuse 16. Theft (minor)

	Incident Hotline 1800 177 105 (Option 3)	Method
Critical	Within 30 minutes. Additionally email within one hour if incident involves a death.	Incident Hotline Only
Major	Within one hour.	Incident Hotline only
Minor	Bands 2-3 only* : Within two hours if emergency services attended. Otherwise within business hours.	Portal - Within 3 business days

Further instructions are provided in the SRSS Incident Reporting Protocols for SRSS Providers.

ANNEXURE D – SRSS Records Management Guide

1. Introduction

Purpose

The Department of Home Affairs (the **Department**) has developed this Records Management Guide (the **Guide**) to inform Status Resolution Support Services (**SRSS**) Providers of their records management obligations under the SRSS Contract (the **Contract**) and to provide details on the transfer and destruction of records.

Audience

This document is intended for SRSS Providers.

2. General Information

Definition of a 'Record'

Under the *Archives Act 1983* (Cth) (the **Archives Act**):

[a] record means a document, or an object, in any form (including any electronic form) that is, or has been kept by reason of:

- (a) Any information or matter that it contains or that can be obtained from it: or*
- (b) Its connection with any event, person, circumstance or thing.*

Effectively this means that anything, regardless of format, that contains information can be considered a record.

A record is kept as evidence of a business activity, which can include one or more of the following activities:

- what happened;
- what was decided and why;
- when it happened;
- who was involved and the sequence of events; or
- contains information that someone else needs to do their job.

Please note, the examples of records provided in this Guide are not exhaustive and it remains the responsibility of SRSS Providers to ensure compliance with requirements under the Archives Act.

Recipient Records

A 'Recipient record' is a record, which is created for the purposes of the Contract and relating to a Recipient. This includes any information relating to a Recipient, including all documented interactions and activities with or in relation to the Recipient is considered a 'Recipient record'. This definition applies to all forms of records including handwritten notes.

The SRSS Provider must transfer copies of inactive Recipient records to the Department approximately every six months during the term of the Contract and must transfer all remaining Recipient records during the contract transition out period.

Recipient records include, but are not limited to:

- Case notes, including those held on SRSS Provider Case Management systems;
- Financial records / data related to Recipients, including records of payments (transactions) made to or on behalf of recipients, which may be stored on a SRSS Provider's financial management system.

Note: Copies of all transactions made to or on behalf of Recipients must be transferred to the Department during contract transition out period. Financial records need to be transferred in a useable format (for example spreadsheets) and include Recipient ICSE identifier (ID) (11 digit departmentally issued number).

- if it relates to a Recipient or a property address for property expenses.
- SRSS Provider Personnel / Carer sign in sheets and day to day communication records relating to the care of Unaccompanied Minors in Band 2 Provided Accommodation.
- Emails relating to a recipient.

Inactive Recipients

For the purposes of SRSS records management, 'inactive Recipient records' are records of individuals who have transitioned:

- Off the SRSS program.
- To another SRSS Provider.

A record relating to a 'dormant' Band 5 or Band 6 SRSS Recipient is considered an active Recipient record for the purposes of this document.

Program Records

A 'program record' is a record created for the purposes of the Contract and not relating to a Recipient. This includes administrative records.

The SRSS Provider must provide copies of their program records to the Department as requested and during the contract transition out period.

Program records include, but are not limited to:

- Finance records including:
 - o Records of actual payments (transactions) made by the SRSS Provider under the SRSS program, which may be stored on the SRSS Provider's financial management system.
 - o Records relating to the management of Band 2 and Band 3 properties (e.g. leases and utility and bond payments).
- SRSS Provider Personnel records (e.g. assurance of working with children/police checks, rosters, carer sign-in sheets).
- Key communications to staff about policy and procedural changes (including emails in accordance with Section 2.1.3 – Email records).
- Emails relating to the program.

Email Records

In accordance with the Archives Act, emails are records if they contain Recipient or program information created for the purposes of the Contract.

SRSS Providers must transfer Recipient records contained in emails and which are not contained in the Department's Provider Portal or within the SRSS Provider case management system case notes, separately to the Department via departmental hard drive. Emails must be provided in a format in which the Department can identify email records relating to individual Recipients and in accordance with format requirements in *Section 4.5 – Metadata and control records*.

SRSS Providers must transfer program emails to the Department during the contract transition out period via departmental hard drive.

Once emails have been transferred to the Department and permission has been received from the Department for SRSS Provider copies to be destroyed, the SRSS Provider will be required destroy copies of email records created under the Contract. This may involve deleting a whole user's account or sorting through emails to remove SRSS related emails.

Intellectual Property

Intellectual property (IP) includes, but is not limited to, versions of SRSS Provider Plans (in accordance with contract deliverables), forms, guidance documents, handbooks, training materials and any written material developed by the SRSS Providers to deliver the SRSS program.

SRSS Providers must transfer copies of their IP to the Department during the transition out period, accompanied by an updated IP Register listing all IP records.

3. Ownership of Records

All records created for the purposes of the Contract entered into between the Department and the SRSS Provider remain the property of the Commonwealth of Australia.

The National Archives of Australia has issued a [General Records Authority \(GRA 40\)](#) which establishes the framework for the ownership of records. The document states that:

The Commonwealth should own all records that it needs to maintain accountability to the Parliament and to the people and to protect their interests, and safeguard operational efficiency.

The agency should seek to retain ownership of records where:

- *the outsourced activity represents services performed on behalf of Australian Government (eg a core function or regulatory responsibility of the agency, or a service provided directly to agency clients);*
- *the records are required by the agency (or another contractor) after the termination of the contract to enable the service delivery to continue, or for any other reason;*
- *the records are used to establish the rights, entitlements or obligations of the Commonwealth or an individual; or*
- *the records may be used for ongoing research by the Commonwealth or an*

individual. **Formal Legal Inquiries**

If a program or returned inactive Recipient record is requested for any legal action, the Department will provide copies of the requested file (or parts of it) on behalf of the relevant SRSS Provider.

Note: Once Records have been returned to the Department and permission for destruction has been given by the Department, the copies held by SRSS Providers must be destroyed, including those records subject to a Royal Commission disposal freeze as the Department holds the 'originals' of these records.

4. Recordkeeping

Records Management System Requirements

It is highly desirable that SRSS Providers have in place [ISO 16175](#) compliant records management systems. If SRSS Providers do not have such a system in place, they are required to submit details of their records management system to the Department for review. In order to meet the necessary benchmarks, a non-ISO 16175 compliant system must be appropriately robust and:

- metadata rich (meaningful and logical naming conventions and record identifiers),
- follow a logical structure, and
- have the ability to export digital records in a non-proprietary format.

In order to determine whether a non-ISO 16175 compliant records management system meets the above, SRSS Providers are required to submit documentation comprised of:

- a high-level summary of the proposed system,
- recordkeeping policy and procedure documentation,
- details of naming conventions employed, and
- the use of cloud storage including the geographic location of servers.

Please email the details above and any queries to The Department for review.

Note: commercially available records management systems, such as TRIM and Objective, are acceptable. Please include details of any records management software employed in the email.

SRSS Providers may use 'cloud storage' so long as the platform meets Information Technology security requirements under the Contract and meets the requirements for transfer and destruction of Commonwealth records in accordance with the Archives Act. Cloud storage solutions used by the Department and departmental contractors must be Australian based.

Digital Recordkeeping Requirements

As of the 1 January 2016, all recipient and program records created in carrying out obligations under an SRSS contract must be stored digitally.

To achieve this, SRSS Providers are required to maintain a digital recordkeeping system, in line with the National Archives of Australia's requirements for the storage of Commonwealth records, in accordance with *Section 4.1 – Records Management System Requirements*.

Scanning specifications for the creation of digital records

All hard copy records need to be converted to a digital format via scanning. Scanning must be done in accordance with the National Archives of Australia's [scanning specifications](#). Please inform The Department if you need a copy of this guideline.

Titling records

If you are managing departmental records in a Windows drive, they should have two levels:

- File folder: this folder is the 'Recipient file' that holds all the information relating to a particular recipient.
- Documents: these are individual documents inside the file folder relating to that recipient. **Titling recipient files**

The Recipient file folder only needs to be created once and then all supporting documents are added to this folder.

SRSS Providers must create Recipient files (the folder) using a convention based on the following:

- [SURNAME] – [Given Names] – [Date of birth – DD-MM-YYYY] – [Citizenship] – [Gender] – [ICSE ID] – [Primary/Relationship to Primary] – [Primary's ICSE ID].

Example:

- SMITH – Jill Jane – 01-02-1993 – Thailand – Female - 01234567890 – Primary
- JONES – Sam – 01-02-2020 – Thailand – Male – 01111111111 – Secondary - 01234567890

Note: Naming conventions were updated in 2021 and incumbent SRSS Providers are not required to rename recipient file folders, which are already set up in the old convention.

However, at a minimum, the SRSS Provider must include Surname, Given Name and ICSE IDs in all recipient file folders, when these are being transferred to the Department.

Recipient documents, within files should be titled using the convention:

- [SURNAME] – [Given Names] – [ICSE ID] – [brief description of document] – DD-MM-YYYY
- Example: CHAN – Mohammed – 01234567890 – updated Medicare card details – 12-01-2016

Titling program files

A program file contains program records (as per *Section 2.1.2 – Program Records*), that are created for the purpose of the contract, which are not related to recipient.

Program file titles should be descriptive enough so that a reader can uniquely identify the information. Dates and/or version numbers can be used to differentiate between similar documents.

- Example: [Your business name] – recordkeeping policy V2 – 2016

Metadata and control records

The SRSS Provider must create and maintain a control record for all files (folders) which you create and/or manage. This control record must be updated and provided to the Department when SRSS Providers transfer records to the Department or another SRSS Provider.

The control record is a list of each recipient file (folder) and each program record, along with extra information about the file (i.e. metadata), which will be used by the Department or another SRSS Provider when the records are transferred into departmental/service provider record management systems.

Meta data Requirements for SRSS Provider Record Transfers

The SRSS Provider must use the *SRSS Provider – Metadata Template* spreadsheet (.xlsx) (**Attachment A**) when transferring bulk records to the Department or other SRSS Providers. The template can be requested from the Department.

The SRSS Provider must save a final copies of metadata with records on departmental hard drives and email a copy to the Department when transferring records to the Department or another SRSS Provider.

Recipient metadata needs to be captured for each recipient at the file (folder) level. Do not record it for individual documents within the Recipient file.

The Recipient metadata spreadsheet requires the following data:

- SRSS Provider Recipient file number (Dos Folder)
- Surname
- Given names
- Birth date (in 'dd-mm-yyyy' format)
- Citizenship
- Gender
- ICSE ID
- Relationship (whether the individual is the Primary or Secondary applicant, as per the Provider Portal)
- Primary's ICSE ID (if relevant) (if the individual is not the Primary as per the Provider Portal)

It is the Department's expectation that SRSS Providers align as closely as possible to the data fields in the *SRSS Provider – Metadata Template (Attachment A)*.

Where it is not possible for SRSS Providers to align with these data fields, for example because they are archive files set up with an older convention, the SRSS Provider must seek approval to provide alternative metadata which, at a minimum must contain each recipient's **Surname, Given Name and ICSE IDs**.

To ensure timely and effective records imports:

- Metadata for each recipient file (folder) includes the full Windows path (Dos folder)
- Recipient metadata is saved separately from program records metadata (in separate metadata files)
- No Zip Files
- No files larger than 250MB
- No Windows 'shortcut' files (or symbolic links)
- No special or unsupported Windows characters in path or filenames
- If required, folder may include hyphens (-), but must not include dash (–) characters
- The total length of the Windows path and filename for each digital document must not exceed 250 characters.
- PDF files cannot contain separate documents that relate to more than one client
- Preference is for emails be exported as individual files in either the .msg or .eml format.
- No mailbox exports will be accepted (e.g., Outlook .PST files).

Please note that this list of requirements may change as new issues and/or requirements are identified.

Format for record transfers to the Department

PDF is the ideal format for SRSS Provider case management system records being transferred.

Emails must be exported as individual files in either the .msg or .eml format.

5. Transfer of Records to the Department

Throughout the term of the Contract, SRSS Providers will be directed to transfer inactive Recipient records to the Department as defined in *Section 2.1.1 – Recipient Records* of this Guide.

During the Contract transition out period, SRSS Providers must transfer all Commonwealth Records created under the Contract, which have not been previously returned, including inactive and active Recipient records, program records and Intellectual Property as detailed in *Section 2.1 – Definition of a 'Record'*.

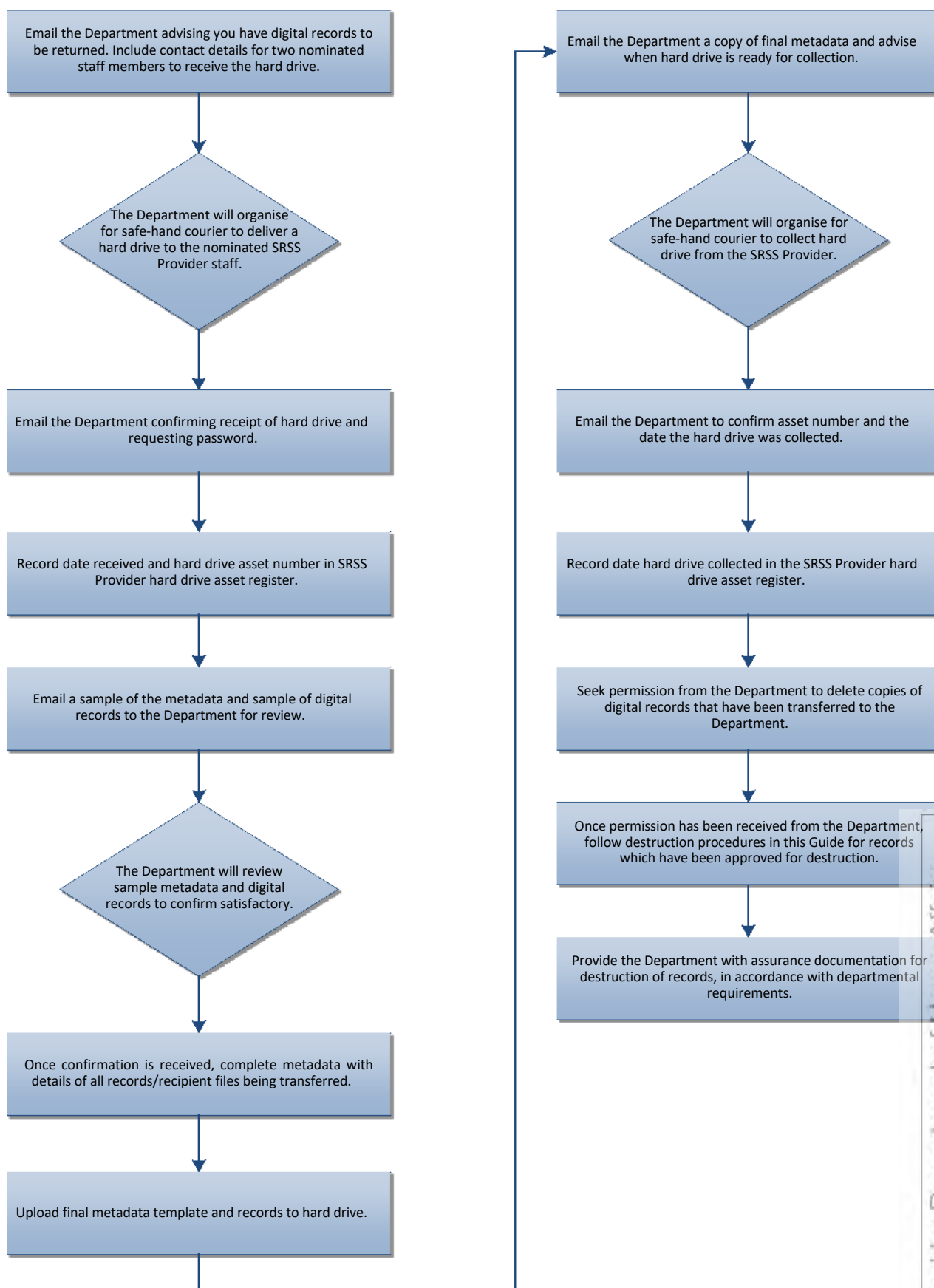
Procedure for transferring digital records to the Department

Refer to the Flow Chart at 5.1.1 for a quick reference of the steps detailed below.

1. SRSS Providers to email the Department contact details (name, phone and address) for two nominated staff member contacts for the transfer of digital records to the Department.
 2. Department will organise safe-hands courier to deliver a password encrypted hard drive to the nominated SRSS Provider contacts and email the *SRSS Provider – Metadata Template (Attachment A)* the SRSS Provider.
- Note:** Delivery of the hard drive could be scheduled anytime Monday to Thursday during business hours.
3. SRSS Providers must email the Department confirming receipt of hard drive and the hard drive asset number and request the password.
 4. SRSS Providers must record the date the hard drive was received, the hard drive asset number and location of hard drive in an SRSS Provider hard drive register.
 5. SRSS Providers to email the Department a sample of metadata (using *SRSS Provider – Metadata Template*) and a sample of the digital files to the Department for before undertaking a bulk transfer of records.
 6. The Department will review sample metadata and digital records and confirm to SRSS Provider that it is satisfactory.
 7. SRSS Providers to complete *SRSS Provider – Metadata Template* with all digital records or recipient files being transferred to the Department in accordance with *Section 4.5 - Metadata and control records* and upload final metadata and records to the hard drive.
 8. SRSS Providers to email copy of final *SRSS Provider – Metadata Template* to the Department and retain a copy until directed otherwise by the Department.
 9. SRSS Provider to email the Department to advise when hard drive is ready for collection.
 10. Department will organise for departmental safe-hand courier to liaise with nominated SRSS Provider contacts to arrange collection of the hard drive for return to the Department.
 11. SRSS Provider to email the Department to confirm date hard drive was collected by safe-hands courier (include hard drive asset number in the email).

12. SRSS Provider to record hard drive asset number and date hard drive was collected in the SRSS Provider hard drive register.
13. The Department will email SRSS Provider to confirm receipt of hard drive including hard drive asset number.
14. Following quality assurance checks and import into the departmental record keeping system, the Department will provide permission for the SRSS Provider to delete copies of their digital records which were transferred to the Department.
15. SRSS Provider to follow destruction procedures in *Section 7 – Destruction of Records* for records approved for destruction.
16. Some transferred program records may be retained with permission of the National Records Manager. If an SRSS Provider wishes to retain any program records, they need to send the details to the Department for consideration.
17. SRSS Provider to provide the Department with assurance documentation for the transfer and destruction of records, in accordance with departmental requirements at *Section 8 - Assurance Requirements following Transfer and Deletion of Record*.
18. During the Contract transition out period, the SRSS Provider must provide assurance to the Department via a letter signed by the SRSS Provider representative that all Commonwealth Records created under the SRSS Contract, including Recipient and program emails have been provided to the Department either in the Provider Portal or transferred on departmental hard drives, in accordance with departmental requirements at *Section 8 - Assurance Requirements following Transfer and Deletion of Record*.

Flow Chart: Process for transferring digital records to the Department



Checklist: Transfer of digital records to the Department

Have you:

- ☐ Emailed the Department with contact details for two nominated members of staff, including names, email addresses, phone numbers, and collection address.
- ☐ Received the hard drive via safe-hands courier.
- ☐ Emailed the Department confirming receipt of the hard drive and recorded date and asset number in your SRSS Provider asset register.
- ☐ Received the password and metadata template via email from the Department.
- ☐ Had the Department review sample of metadata and sample of digital records.
- ☐ Uploaded digital records and a copy of final metadata to the hard drive.
- ☐ Emailed copy of metadata to the Department to confirm hard drive is ready to be collected.
- ☐ Been contacted by the Department's mail and courier service to arrange collection of the hard drive – If you have not been contacted by them within five business days, email the Department for update.
- ☐ Had the hard drive collected and recorded date collected and asset number in SRSS Provider asset register.
- ☐ Emailed the Department to confirm hard drive has been collected.
- ☐ Referred to *Section 7 – Destruction of Records* of this Guide.

Procedure for transferring hard-copy Records to the Department

As per *Section 4.2 – Digital Recordkeeping Requirements* and *4.3 – Scanning specifications for the creation of digital records* of this Guide, it is the Department's expectation that hard copy records be converted to a digital format via scanning. Scanning must be done in accordance with the National Archives of Australia's [scanning specifications](#).

There may be however **exceptional** circumstances in which hard copy records may need to be returned to the Department, for example where digital copies of records are not of sufficient quality. The process for transferring hard copy records to the Department is as follows:

1. Seek approval from the Department's National Records Manager by emailing the Department and include:
 - a. Age of the records;
 - b. Reasons why the records cannot be digitised; and
 - c. Number of boxes required.
2. If approved by the Department, SRSS Providers will be required to email the Department the contact details for two nominated members of staff, including names, email addresses, phone numbers, and postal address.

3. The SRSS Provider will receive via courier boxes labelled for the transfer.
4. SRSS Providers must complete the appropriate metadata template. Metadata templates can be requested from the Department.
5. Package records and complete the metadata template(s) as required. Ensure you include the relevant Object Storage Box (OBJ) and recall numbers of the respective boxes in the appropriate column of the template.
6. The SRSS Provider is to email the Department advising that records are ready for collection, attaching the completed metadata template(s).
7. Representatives from the Department's mail and courier service will contact the SRSS Provider's nominated key contact to arrange collection of the records boxes.
8. Email the Department to confirm that the boxes have been collected.
9. Hard copies of recipient records transferred to the Department must be destroyed upon confirmation from the National Records Manager, via the SRSS Contracts Services team. Copies of certain types of program records may be retained with permission of the National Records Manager. Refer to Section 6 – Disposal of Records for instructions on destruction processes.

Checklist: Transfer of hard-copy Records to the Department

Have you:

- ☐ Sent a request to the Department with the age of the records, the reasons the records cannot be digitised, number of boxes required, address, and contact information.
- ☐ Ensured you have received a return email with approval from the Department to transfer hard copy records.
- ☐ Received boxes - If you have not received boxes, email the Department.
- ☐ Packaged records inside the boxes.
- ☐ Completed the appropriate template ('**SRSS Program Record Return Template**' or '**SRSS Recipient record return template**' depending on the type of records being transferred).
- ☐ Emailed the Department to confirm that the boxes are ready to be collected, and attached the template(s)
- ☐ Been contacted by the Department's mail and courier service to arrange collection of boxes - If you have not been contacted by them, email the Department for update.
- ☐ Emailed the Department to confirm that boxes have been collected.
- ☐ Contacted the Department in regard to permission to destroy any additional copies of transferred records.

6. Transfer of Records between SRSS Providers

SRSS Providers are required to transfer Recipient records to other SRSS Providers where Recipients are transferring to a new SRSS Provider

During the Term of the contract, SRSS Providers are required to transfer the Recipient's entire record to the new SRSS Provider within **ten business days** of the recipient moving to the other SRSS Provider.

During the contract transition out period, the Department may direct SRSS Providers to transfer bulk active Recipient records to another SRSS Provider.

Where SRSS Providers are required to transfer Recipient records to another SRSS Provider, they must provide the entire Recipient record and not summaries to the other SRSS Provider.

Procedure for transfer of small number of digital Recipient records to another

SRSS Provider

Where a small number of Recipient records need to be transferred between SRSS Providers, for example because of an interstate relocation, this can be done via email.

1. Outgoing SRSS Provider to email the incoming SRSS Provider the Recipient files and copy in the Department, within 10 Business Days of Recipient transfer to the incoming SRSS Provider.
2. Outgoing SRSS Providers must ensure that the email goes directly between individuals employed by the organisations and are not inadvertently sent to an incorrect email recipient.
3. Incoming SRSS Provider to confirm records have been saved to their records management systems via email to the Department, within 5 Business Days of Recipient transfer to the incoming SRSS Provider.

Procedure for transfer of bulk Recipient records to another SRSS Provider

Where the Department directs an SRSS Providers to transfer bulk active Recipient files to a second SRSS Provider, a departmental Hard Drive via a safe-hands courier must be used.

The process for transferring bulk active recipient files is as follows:

1. Outgoing SRSS Providers to email the Department to request a Hard Drive and include details of: contact details (name, phone and address) for two nominated staff members' contacts for the transfer of digital records
2. Note: Delivery of the Hard Drive could be scheduled anytime Monday to Thursday during business hours.
3. Outgoing SRSS Providers must email the Department confirming receipt of Hard Drive and the Hard Drive asset number and request the password.
4. Outgoing SRSS Providers must record the date the Hard Drive was received from the Department, the Hard Drive asset number and location of Hard Drive in their SRSS Provider Hard Drive register.
5. Outgoing SRSS Providers to complete metadata template with all recipient files being transferred to the Incoming SRSS Provider in accordance with Section 4.5 - Metadata and control records and upload final metadata and records to the Hard Drive.

6. Outgoing SRSS Providers to email copy of final metadata to the Department and retain a copy until directed otherwise by the Department.
7. Outgoing SRSS Provider to email the Department to advise when Hard Drive is ready for collection and delivery to the incoming SRSS Provider.
8. Department will organise for departmental safe-hand courier to collect the Hard Drive from the outgoing SRSS Provider and deliver this to the incoming SRSS Provider.
9. Outgoing SRSS Provider to email the Department to confirm date Hard Drive collected (include Hard Drive asset number in the email) and record date and asset number in their SRSS Hard Drive register.
10. Incoming SRSS Provider to email the Department and the outgoing SRSS Provider to confirm receipt of Hard Drive including Hard Drive asset number.
11. Incoming SRSS Provider to record date, Hard Drive asset number and location in incoming SRSS Provider Hard Drive asset register.
12. Department to email password for the Hard Drive to incoming SRSS Provider.
13. Incoming SRSS Provider must verify records listed in the metadata align with the recipient records on the Hard Drive within 10 business days of receiving the Hard Drive (unless otherwise specified).
14. Incoming SRSS Provider must import and notify the Department email the Department once import is complete, within 15 business days of receiving Hard Drive, to organise for Hard Drive to be returned to the Department.

Note: Outgoing Recipient records are not to be deleted from the Hard Drive as the Department will also import copies.

1. Department will arrange for collection of the Hard Drive via safe-hands courier from the incoming SRSS Provider.
2. Following quality assurance checks and import into the departmental record keeping system, the Department will provide permission for the outgoing SRSS Provider with permission to delete their copies of the records which were transferred to the incoming SRSS Provider.
3. Outgoing SRSS Provider to follow destruction procedures in Section 7 – Destruction of Records for any records approved for destruction.
4. Outgoing SRSS Provider to provide the Department with assurance documentation for the transfer and destruction of records, in accordance with departmental requirements at Section 8 – Assurance Requirements following Transfer and Deletion of Record.

Checklist: Transfer of digital records to another SRSS Provider

Outgoing SRSS Provider - Have you:

- ☐ Emailed the Department with contact details for two nominated members of staff, including names, email addresses, phone numbers, and collection address.
- ☐ Received Hard Drive via safe-hands courier.
- ☐ Emailed the Department confirming receipt of Hard Drive
- ☐ Recorded date and asset number in your SRSS Provider asset register.
- ☐ Received password and metadata template from the Department.
- ☐ Uploaded digital records and a copy of final metadata to the Hard Drive.
- ☐ Emailed final copy of metadata to the Department and confirmed Hard Drive is ready to be delivered to the incoming SRSS Provider.
- ☐ Been contacted by the Department's mail and courier service to arrange collection of the Hard Drive – If you have not been contacted by them within five business days, email the Department for update.
- ☐ Had the Hard Drive collected and recorded date collected & asset number in SRSS Provider asset register.
- ☐ Emailed the Department to confirm Hard Drive has been collected.
- ☐ Referred to *Section 7- Destruction of Record* in this Guide.

Incoming SRSS Provider - Have you:

- ☐ Emailed the Department with contact details for two nominated members of staff, including names, email addresses, phone numbers and collection address to receive Hard Drive from outgoing SRSS Provider.
- ☐ Received the Hard Drive via safe-hands courier from outgoing SRSS Provider
- ☐ Emailed the Department to confirm receipt of the Hard Drive.
- ☐ Recorded date, name of Outgoing SRSS Provider and Hard Drive asset number in your SRSS Provider asset register.
- ☐ Received the password and metadata for the recipient records.
- ☐ Emailed the Department to verify digital recipient records on the Hard Drive align with the accompanying metadata, **within 10 Business Days of receiving the Hard Drive.**
- ☐ Imported records off the Hard Drive into your organisation's records management system **within 15 Business Days of receiving the Hard Drive.**
- ☐ Emailed the Department to confirm records are imported and Hard Drive is ready to be collected for return to the Department

- ☐ Been contacted by the Department's mail and courier service to arrange collection of the Hard Drive – If you have not been contacted by them within five business days, email the Department for update.
- ☐ Had the Hard Drive collected and recorded date collected & asset number in SRSS Provider asset register.
- ☐ Emailed the Department to confirm Hard Drive has been collected.

7. Destruction of Records

Approval to Destroy Records

SRSS Providers must not destroy or delete any Commonwealth Records created under the Contract under any circumstances, without written approval from the Department.

Once records have been transferred to the Department or an incoming SRSS Provider and are no longer required by the SRSS Provider, the Department will provide the SRSS Provider with approval to destroy the copies of the records that they hold.

Key Notes on Destruction of Records

- The destruction / deletion of Commonwealth Records can be a complex and lengthy process.
- Hard copy records should be digitised as per Section 4 – Recordkeeping and destroyed in accordance Section 7.7 - Procedure for Destruction of Hard-copy Records.
- SRSS Providers must obtain written permission from the Department before destroying or deleting any Commonwealth records, which are defined in Section 2.1 – Definition of a 'Record'.
- Once Commonwealth Records (created under the Contract) have been returned to the Department, and permission for destruction has been given, the copies held by SRSS Providers must be destroyed, including those records subject to a Royal Commission disposal freeze. This is because the Department now holds the 'originals'.
 - o It is recommended that SRSS Providers engage expert IT advice on internal processes around the destruction / deletion of Commonwealth Records created under the SRSS Contracts.
 - o Wherever possible, a complete sanitisation of drives that were used for the storage of files is recommended by the Department.
 - o Recipient records are not, under any circumstances, to be disposed of by garbage or recycling collection unless they have already been through a destruction process.
 - o Copies of Recipient records cannot be retained under any circumstance after they have been transferred and Departmental authorisation to delete has been given.
 - o Back-up data of Recipient records must be permanently deleted for inactive or transferred recipients following authorisation from the National Records Manager
 - o Copies of program records may be retained by an SRSS Provider with the permission of the Department's National Records Manager, and as long as originals have been returned to the Department.
 - o Destruction of all records (including copies on back-up tapes) is expected to occur within 12 months of contract expiry, once permission from the Department's National Records Manager has been given for the SRSS Provider to destroy their copies of the records.

- o SRSS Providers will be directed to delete emails pertaining to SRSS Recipients from SRSS Provider systems, including from back-tapes during contract transition out period, once permission to destroy these records has been obtained from the Department's National Records Manager.

Procedure for Destruction of Digital Records

Before continuing, please confirm that the below checkboxes are **ALL** checked.

☐ If available, Service Provider IT staff have been engaged to undertake the destruction of digital records and full sanitisation of SRSS provider systems.

Note: IT staff may have a greater understanding of the systems in place in your workplace to ensure all data is removed.

- ☐ The files have been transferred to the Department via hard drives.
- ☐ Permission has been given from the SRSS Contract Services Team that deletion can proceed.
- ☐ The relevant metadata template has been completed and provided to the Department on hard drive and by email to the Department.
- ☐ You understand that the destruction of records that have not been transferred to the Department or approved for deletion is a breach of your obligations under the *Archives Act 1983*.

Note: the steps below may not be appropriate for all systems. The Department highly suggests communication with your IT Administrator in forming a plan for the correct and complete removal of records from your SRSS Provider systems (including from back-ups). Wherever possible, a complete sanitisation of the drives that were used for the storage of files is recommended by the Department.

For simpler systems that maintain records in a small business network without backups, please follow the below steps.

1. Identify files that were previously transferred to the Department on the hard drive by referring to the relevant template. Ensure that no files have been missed in the transfer to the Department.
2. Delete files from the network locations after receiving approval to delete from the SRSS Contract Services Team.
3. Mark the file as deleted on either a physical or electronic copy of the records template working through the list to ensure that all files are accounted for.
4. Ensure that the trash can is emptied.
5. Inform the Department if any additional files have been identified.
6. At the completion of the deletion process, for more complex systems and / or large numbers of records, the SRSS Provider will need to provide the Department with a letter setting out the details/steps undertaken to ensure copies of records transferred to the Department have been destroyed / removed from SRSS Provider systems, in accordance with *Section 8 - Assurance Requirements for Transfer and Deletion of Records*.

Procedure for Destruction of Hard-copy Records

If destruction is to be undertaken by the SRSS Provider, the records must be shredded using a cross cut shredder (preferred), or Strip Shredder.

If SRSS Providers choose to engage a commercial destruction provider, they must email the Contract Services Team for a list of Australian Government Approved Destruction Services operating in their area.

If an SRSS Provider chooses to engage a destruction provider, the following must be adhered to:

1. Waste is not to be left unattended at any time, and the vehicle and storage areas must be appropriately secured.
2. Destruction is to be performed immediately after the material has arrived at the premises.
3. Destruction of the waste is to be witnessed by a SRSS Provider's agency representative

Before continuing, please confirm that the below checkboxes are **ALL** checked.

☐ Copies of files have been transferred to the Department and destruction has been approved by the Department.

☐ The appropriate template has been completed.

☐ You understand the destruction of records that have not been transferred to the Department or approved for destruction by the National Records Manager is a breach of your obligations under the *Archives Act 1983*.

Please ensure the following steps are completed:

1. Identify copies of files transferred to the Department with assistance from the appropriate metadata template. Ensure that no files have been missed in the transfer to the Department
2. Follow process at Section 7.6 – Destruction Requirements for Hard-copy Records
3. Mark the file as destroyed on a copy of the template, working through the list to ensure all files are accounted for.
4. Inform the Department by email if any additional files have been identified. If the files identified need to be returned to the Department, please follow steps in this guide for the return of hard-copy files
5. For more complex systems and / or large numbers of records, please provide the Department with a letter, in accordance with Section 8 – Assurance Requirements following Transfer and Deletion of Record setting out the details/steps undertaken to ensure all hard-copy records returned to the Department have been appropriately destroyed/removed from your organisation's systems.

8. Assurance Requirements following Transfer and Deletion of Records

SRSS Providers are required to provide the Department with assurance documentation that records created under the Contract have been transferred and, once permission from the Department has been received, deleted from SRSS Provider systems.

The level of assurance required is dependent on the amount and types of records being transferred and then destroyed.

During the Term of the Contract, the SRSS Provider will need to confirm in email to the Department that transferred records have been deleted from SRSS Provider systems.

During the contract transition out period, the Department will require a higher level of assurance documentation, which may include:

- Work Orders from the SRSS Provider IT Provider who will remove records from SRSS Provider systems.
- Work Order Receipt from the SRSS Provider IT Provider once records have been removed.
- A formal letter from appropriate SRSS Provider representative, which includes:
 - o High-level details of the types of records transferred to the Department and deleted from SRSS Provider system.
 - o High-level details of the process the SRSS Provider used to remove / sanitise records from systems including but not limited to their back-up tapes and emails. This may include reference to internal assurance processes including reports or registers which have been used to manage the process.
 - o A statement that to the best of the SRSS Provider's knowledge the SRSS Provider and subcontractors have returned and deleted all Commonwealth records developed for the purposes of the Contract.
 - o Acknowledgement that information contained in emails has been transferred to the Department either on hard drive (i.e. within Recipient case notes) or recorded in SRSS Provider case notes and or in the Provider Portal.
 - o Should the SRSS Provider become aware of records which have not been transferred to the Department, these will be provided to the Department and the SRSS Provider will seek permission from the Department for subsequent deletion.

9. Retention of SRSS Records by SRSS Providers

At the end of the SRSS Contract, SRSS Providers may wish to retain copies of some program-related records, such as operating manuals, policies and procedures, guidelines, publications, and handbooks.

The Department recommends that SRSS Providers retain personnel records relating to their staff as well as financial records relevant to the Contract, as required by your organisation in accordance with Australian Taxation Office requirements for auditing purposes. Recipient records may not be retained.

SRSS Providers should email the Department with requests to retain program records. Requests will be assessed on a case-by-case basis by the Department's National Records Manager.

ANNEXURE E – SRSS Provider IT Security Audit Controls

Suggested SRSS Provider security controls that should be included for assessment as part of the annual IT Security Audit:

No	Security Control	Status	Evidence
1. Security Governance			
1.1	Dedicated IT Security Manager/Section.		Sight organisation chart – IT security contact identified.
1.2	Protective Security Framework.		Description of the structure, both from an administrative and policy basis, to ensure the organisation is well placed to deliver a security environment relevant to its needs and that is compliant with the Australian Government's Protective Security Policy Framework (PSPF).
1.3	Risk Management Framework • Threat and Risk Assessments; • Ongoing vulnerability management; • Penetration testing; • Log analysis; and • Products used.		Description of the Risk Management Framework used by the organisation. The framework should be compliant with the AS/NZS ISO 31000:2009 Risk Management Principles and Guidelines.
1.4	Data Security Framework.		Provide evidence of compliance with the Department's Data Security Framework.
2. Security Certifications			
2.1	Compliance with ISO 27001 / 27002 Security Management Standards.		Provide ISO 27001:2005 Certificate number: ISxxxxx.
3. Privacy Requirements			
3.1	Compliance with the Australian Privacy Act.		Compliance with the Privacy Act 1988 (Cth) is mandated under the contract.
3.2	Compliance with local Privacy Legislation applicable in the local jurisdiction.		Description of how compliance is assured if applicable.

4. Physical Security Requirements			
4.1	Physical security controls.		Description of physical security controls. Evidence of compliance with the relevant zone requirements in the Australian Government Physical security management guidelines - Security zones and risk mitigation control measures must be demonstrated.
4.2	Secure storage and handling of hard copy information.		Description of processes to store and handle hard copy documentation.
5. Personnel Security Requirements			
5.1	Personnel security controls • Background checks performed; and • Subcontractor vetting.		Description of personnel security controls. Provision of employment process.
6. Information Technology policies and procedures			
6.1	Security Incident Response Plan (SIRP).		Copy of SIRP. This should include: • Detecting possible security incidents; • Data spills; • Establishing the cause of any security incident, whether accidental or deliberate; • Action to be taken to recover and minimise the exposure from a security incident; • Notification; and • Vendor support.
6.2	Change Management • Approving and releasing changes to the system software or configurations.		Copy of Change Management Procedures.

6.3	System maintenance • System software patching; • System software inventory; and • System software security hardening.		Copy of Patch Management Procedures. Copy of Hardening Guides.
6.4	Audit logs • Reviewing system audit trails and manual logs, with particular focus on privileged users.		Copy of Audit Log Management Plans and Procedures. Evidence of processes used to collect, store, and analyse logs as appropriate.
6.5	System integrity audit • Reviewing user accounts, system parameters and access controls to ensure the system is secure; and • Checking the integrity of system software.		Copy of Access Control Procedures and User Account Management Procedures. Evidence of processes utilised to ensure system software integrity.
6.6	User account management • Adding and removing users; • Setting user privileges; and • User exit and user role change clean-up processes.		Copy of User Account Management Procedures. Evidence of adherence to procedures and processes.
6.7	System backup and recovery • Data backups including audit logs; • Securing backup tapes; and • Recovering from system failures.		Copy of System Backup and Recovery Procedures.
6.8	Media control • Data transfers; • Managing the review of media containing information that is to be transferred off-site; and • Media encryption.		Copy of Media Control Procedures.

6.9	Encryption services: • Information at rest; • Network and application encryption; and • Removable media encryption.		Copy of Key Management Plan (KMP). Copy of processes and procedures supporting deployed encryption.
6.10	Monitoring • Compliance checking; • Security Monitoring; • Network Management; and • Reporting.		Copy of Security Monitoring Procedures. Evidence of outcomes including reporting artefacts and checklists.
7. Information security awareness and training			
7.1	Information security awareness and training for staff to cover: • How to become familiar with their roles and responsibilities; • Understand and support security requirements; and • Learn how to fulfil their security responsibilities.		Copy of Information Security Awareness and Training Plan. Evidence of completion where appropriate (for example training attendance records).
8. Disaster Recovery and Business Continuity			
8.1	Disaster Recovery Procedures & Plan (DRP).		Copy of DRP is mandated by the contract.
8.2	Business Continuity Plan (BCP).		Copy of BCP is mandated by the contract.

ANNEXURE F – SRSS Provider Physical Security Arrangements

1. Background

- (a) The Department of Home Affairs (the 'Department') must approve the physical security arrangements of new or altered Status Resolution Support Services (SRSS) Provider premises where end users are accessing the Department's systems and/or storing Commonwealth Records.
- (b) To obtain approval, SRSS Providers must notify the Department of an intention to alter a current premise or move to a new premises and then complete and return the SRSS Physical Security Requirements form (Attachment A) to the Department.
- (c) If it is a new premises, the SRSS Provider will also need to provide a floor plan to the Department for approval.
- (d) A completed SRSS Physical Security Requirements form and floor plan (if required) must be sent to SRSS.contracts@homeaffairs.gov.au at least two weeks prior to moving into the accommodation.
- (e) The Department will advise the SRSS Provider of the outcome (including any remediation if required).
- (f) The SRSS Provider must address each of the criteria below.

2. Physical Security Requirements

- (a) Provide a description of the premises with a floor plan as well as security arrangements as outlined in Attachment A.
- (b) Security of premises where terminals for access to the Department's portal are/will be located.
- (c) Security of paper based and/or your own systems based information storage:
 - i. How and where are paper files stored?
 - ii. Who has access to them?
 - iii. How are they destroyed, if required?
- (d) Details of processes during and after business hours.
- (e) Co-location arrangements with other agencies or service providers if applicable.
- (f) Visitor arrangements.
- (g) Address details.

3. Questions?

- (a) If you have any questions, please email SRSS.Contracts@homeaffairs.gov.au

4. Physical Security Arrangement for SRSS Provider Premises – Attachment A

- (a) SRSS Provider Name:
- (b) Address:
- (c) Description of the property? Location of terminal (s). Ground floor or other? Open plan office or separate room? If separate room is used, what are the access arrangements? How is it locked?
- (d) Is there a reception desk at the front of the building, if so, is access into the work area behind the desk controlled?
- (e) Is the office fitted with an Electronic Access control System? If so:
 - i. Where is the head end located?
 - ii. Is access to the head end strictly controlled? By who?
 - iii. What is the process for issuing and returning building access cards?
 - iv. What are the procedures for reporting a lost card?
- (f) Is the office fitted with a Security Alarm System? If so:
 - i. What are the processes for arming and disarming?
 - ii. Is the system monitored, if so, by what company?
 - iii. What are the response arrangements when an alarm is activated?
 - iv. Who is notified?
- (g) What are your locking up procedures at the end of the day? How are perimeter doors and windows locked?
- (h) Where are security keys held? Secure container? Who are they issued to?
- (i) What is your employee termination process? Returning building access cards. Returning security keys.
- (j) How are security incidents reported? Who are they reported to?
- (k) Co-location arrangements with other organisations or agencies if applicable?

ANNEXURE G – Contract Deliverables

Ref.	Plan/Document	Timeframes
1	Contract Transition-In Plan	1. Draft must be submitted to the Department within four weeks of the Commencement Date.
2	Risk Management Plan	1. A draft submitted for review by the Department by the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department) and wherever necessary, to ensure at all times, the documents identify current risks and appropriate prevention and mitigation strategies, or as requested by the Department.
3	Fraud Control Plan	1. A draft submitted for review by the Department by the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update as required under clause 7 of Attachment F (Commonwealth Law and Policy Requirements) to the Contract and wherever necessary, to ensure at all times, the Plan identifies current risks and appropriate prevention and mitigation strategies, or as requested by the Department.
4	Work Health Safety Plan	1. A draft submitted for review by the Department by the Commencement Date of the Contract, or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
5	Child Protection Plan	1. A draft submitted for review by the Department at the Commencement Date of the Contract, or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan; and 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
6	Human Resource Management Plan	1. A draft submitted for review by the Department by the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version, incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan.

		3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
7	Operations Manual	1. A draft submitted for review by the Department by the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update annually on the anniversary of the Commencement Date, immediately following any update, or as requested by the Department (and revisions to the update if required by the Department).
8	Information Technology (IT) policies	1. A draft submitted for review by the Department by the Commencement Date, or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
9	Business Continuity Plan	1. A draft submitted for review by the Department by the Commencement Date of the Contract or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department).
10	Assets and Intellectual Property Register	1. Maintain a register of all Assets and Intellectual Property, including Commonwealth Assets 2. Submit this Register to the Department at the end of the Contract Transition-In Period. 3. The register must be updated and submitted to the Department annually throughout the Term.
11	Provided Accommodation Property Register	1. Maintain a register of all real property leased or owned by the SRSS Provider and used for the purposes of accommodating Recipients. 2. Submit this register to the Department each fortnight.
12	Basic Household Goods (BHG) Inventory	1. Maintain a Basic Household Goods (BHG) Inventory, which must contain details of all BHG items at each property. 2. Submit this register to the Department six monthly or upon request from the Department.
13	Quality Assurance Plan	1. A draft submitted for review to the Department at the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan.

		2. A final version, incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department) or as requested by the Department.
14	Continuous Improvement Plan	1. A draft submitted for review by the Department at the Commencement Date or within the timeframe stipulated in the Contract Transition-In Plan. 2. A final version, incorporating any changes requested by the Department within the timeframe specified in the Contract Transition-in Plan. 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department), or as requested by the Department.
15	Contract Transition-Out Plan	1. A draft plan within six months of the Commencement Date. 2. An updated version incorporating any changes requested by the Department within two weeks of the request. 3. An update annually on the anniversary of the Commencement Date (and revisions to the update if required by the Department). 4. If a Termination Notice is issued under the Contract, within one month of the date on which that notice is given. 5. If no Termination Notice issued under the Contract, at least six months before the Contract expires.

ANNEXURE H – Performance Management Framework

1. Review of Framework

- (a) The Framework will be reviewed yearly and updated as required as part of continuous improvement.

2. Further assistance

- (a) If you require further assistance regarding the information contained in this document, please email the Status Resolution Support Programs Section.

3. Audience

- (a) The Status Resolution Support Services (SRSS) Provider Performance Management Framework (the Framework) is designed to set expectations for SRSS Providers, to inform performance standards and the mechanisms used by the Department of Home Affairs (the Department) to assess these.
- (b) The Framework describes the intentions of the Department to evaluate SRSS Provider performance, structures, governance, processes and controls. Ensuring these are designed, implemented and operating as intended will assist the Department in managing key risks, as well as achieve overall program objectives and assurance.

4. Introduction to SRSS

- (a) The SRSS Program commenced in 2014. The SRSS Program provides targeted short-term support to eligible Recipients while they actively engage with the Department to resolve their immigration status, either through the grant of a substantive visa or departure from Australia.
- (b) Key to the delivery of the SRSS Program are contracted third-party service providers. To assist the Department in assessing the performance of service providers, SRSS Provider performance and quality assurance activities are undertaken.

5. Overview of the Framework

- (a) The objectives of the Framework are to ensure:
 - a. Quality Assurance (QA) activities are undertaken in a considered and methodical manner, in line with:
 - i. identified program risks - risks where the cause and impact relate to SRSS as a whole
 - ii. component risks - risks that relate to operational areas of the SRSS program and service providers; and
 - iii. individual risks - risks that relate to specific recipients;
 - b. SRSS Providers have sound policies and procedures in place to deliver the program;
 - c. SRSS Providers understand and execute the objectives of the program;
 - d. SRSS Providers meet the minimum standard of Key Performance Indicators (KPIs);
 - e. The SRSS Program's control environment, including all controls in place, are operating as intended to effectively mitigate risks;

- f. Good governance of the SRSS Program;
- g. A consistent approach to assurance activities is implemented across the SRSS Program;
- h. Continuous improvement is achieved in the delivery and management of SRSS, including through quarterly contract management meetings and self-assessment performance reporting; and
- i. Roles and responsibilities are clearly articulated to optimise assurance activity coverage and address areas of risk.

6. Purpose

- (a) The Framework allows the Department to implement risk-based assurance activities over the administration and management of SRSS Providers (those responsible for day-to-day delivery of the SRSS Program). It also provides a means by which the Department can assess whether SRSS Providers are effectively delivering on their contractual and performance obligations.

- (b) The key components of the Framework are:

a. SRSS Provider Quality Assurance

- i. The SRSS Provider QA provides a mechanism to evaluate SRSS Provider structures, processes and controls, with assurance activities targeted and prioritised based on a defined risk for two control groups: entity level controls (EC) and process level controls (PC). Testing of samples is done by comparing the evidence submitted by SRSS Providers for the sample against each of the identified controls. As each control is different, evidence can be varied and may include:
 - 1. Copies of policies, Standard Operating Procedures (SOPs) or instructions;
 - 2. Screenshots of the Department's SRSS Provider Portal (Provider Portal) entries;
 - 3. Reports generated over the testing period that reflect the information required;
 - 4. Emails that contain the relevant information;
 - 5. Signed documents by authorised personnel; and
 - 6. Attendance sheets from training courses.

b. Financial Quality Assurance

- i. This Financial QA tests whether the risk and quality controls, processes and policies in place are supporting accurate invoicing by SRSS Providers. The purpose of the QA activities is to:
 - 1. ensure SRSS Providers are invoicing correctly;
 - 2. ensure SRSS Providers are obtaining approval for costs that are in excess of set operational thresholds;
 - 3. gain reasonable assurance that payments are materially accurate and valid;
 - 4. assess whether controls are mitigating identified invoicing risks;
 - 5. help improve the quality of SRSS Provider invoicing;
 - 6. minimise the risk of fraud being conducted by SRSS Providers; and

7. minimise the risk of non-trivial or significant incorrect payments being made.

c. Key Performance Indicators (KPIs)

- i. This provides a mechanism to evaluate SRSS Providers' performance against a set of defined indicators, with minimum levels to meet.

1. Refer to Annexure H Performance Indicators for further detail on KPIs.

d. Contract Management Meeting

- i. The contract management meetings will be held quarterly and will allow the SRSS Provider and the Department to discuss a range of topics, including but not limited to:

1. performance against the Performance Measures and the Service Schedules,
2. performance trends and program trends, where these are known.

- ii. The Department reserves the rights to request meetings, more or less frequently, if deemed necessary.

e. Self-Assessment Performance Report

- i. The self-assessment performance reporting provides an opportunity for the SRSS Provider to review its performance, as well as the performances of its Subcontractors against the Performance Measures and Service Schedules

- ii. The self-assessment performance reports should be submitted two weeks before the quarterly contract management meetings for discussion at the meeting.

1. Refer to Annexure B Indicative Self-Assessment Performance Indicators for further detail on indicative self-assessment performance indicators.

- (c) Whilst these are the key components of the Framework, the Department may utilise additional measures to identify and address performance issues when required. For example, if there is evidence of contractual breaches, privacy breaches, ongoing failure to adhere to processes or directives from the Department, appropriate action would be taken to address these.

7. Performance Process

- (a) Performance Procedures – are undertaken by departmental staff and will include procedures developed to test controls in place for identified risks and to measure KPIs.
- (b) Analysis – departmental staff analyse the results of performance procedures to identify possible control gaps or breakdowns, non-compliance, under performance, inconsistencies in program delivery or misalignment of processes with program objectives. The results of this analysis may require further action by the Department, for example, changes to procedures or clarification of matters to SRSS Providers.
- (c) Reporting – following the completion of analysis of results, departmental staff communicate findings to relevant stakeholders and SRSS Providers through reporting.
- (d) Department and SRSS Provider Response – performance evaluation activity results will direct the extent of future assurance activities. For example, identified control breakdowns may require rectification and re-testing to ensure risks are appropriately being mitigated. It is the responsibility of relevant departmental stakeholders and SRSS Providers to respond if weaknesses in controls

have been identified. This will include commentary on remedial actions that will be undertaken to strengthen processes and controls.

- (e) To enhance the design, effectiveness and optimise coverage of performance evaluation, the Department will, on an ongoing basis, review the performance of the Framework.
- (f) The outcomes of performance evaluation activities will be regularly communicated to relevant program stakeholders for review and assessment, reflecting a strong commitment to evidence-based decision-making and continuous improvement.

8. Glossary

Term	Acronym / abbreviation	Definition
Assurance activities	-	Activities regularly undertaken in line with identified risks and QA processes.
Continuous improvement	-	A process for monitoring trends in QA activities, and other performance measures, to inform and promote process improvement.
Key Performance Indicators	KPIs	A measurable element that demonstrates how effectively key business objectives are achieved.
Quality assurance	QA	The maintenance of a desired level of quality in a service by means of attention to each stage of the process of delivery.
Control	-	A process or check that is intended to ensure that performed services mitigate risks and meet the requirements of the SRSS Program.
Entity level control	EC	Controls in place, which apply to the organisation as a whole, and are relevant to mitigating risks which generally impact the program holistically.
Process level control	PC	Controls at the process level are relevant to managing risks associated with day-to-day delivery of the program. SRSS Providers implement these processes to deliver on their SRSS Contract obligations.
Reporting	-	A meaningful analysis of performance activities, tailored to stakeholder requirements.
Risk assessments	-	An assessment undertaken to identify risks and treatments. Three tiers of SRSS risks have been identified: Program level risks, Component level risks, and Individual recipient risks.
Status Resolution Support Services Contract	SRSS Contract, or Contract	A contract relating to the SRSS Program, where one/multiple providers have been chosen to deliver services applicable to the SRSS Program in one or more geographic region(s) across Australia, including Christmas Island.
Status Resolution Support Services program	SRSS program	This program provides targeted short-term support to eligible Recipients while they actively engage with the Department to resolve their immigration status, either through the grant of a substantive visa or departure from Australia.
Status Resolution Support Services Providers	SRSS Providers	Organisations (including their Subcontractors) that have been contracted to the Department to provide services for the SRSS Program.

Term	Acronym / abbreviation	Definition
Status Resolution Support Services Recipient	Recipient	An individual receiving services within the SRSS Program.

9. Key Performance Indicators

KPI Number	KPI Category	Measure	Minimum Performance	Period of Measure
KPI 1	Response Times	95% of referrals are accepted within the timeframe detailed below, indicating SRSS Provider operational readiness to accept SRSS Recipients either from the Department or from another SRSS Provider. SRSS Providers must respond to referrals within: - Two hours for Band 1; and - Two business days for Bands 2, 3, 4, 5 and 6.	95%	Monthly
KPI 2	Case Plans	95% of Case Plans for recipients in Bands 2, 3, 4, 5 and 6 are submitted to the Department within 10 business days of entering the community, transitioning between Bands and/or SRSS Providers, and 95% of Case Plans for recipients in Bands 2, 3, 4, 5 and 6 are submitted to the Department monthly thereafter.	95%	Monthly
KPI 3	Linkage to Services	95% of Band 4 recipients are linked with applicable services/supports, as detailed in the Case Plan submitted to the Department, within 10 business days of entering Band 4 (as per KPI 2).	95%	Monthly
KPI 4	Applications	95% of Band 5 and Band 6 Applications are submitted to the Department complete, decision ready. 95% of Band 5 and Band 6 Continued Eligibility Reviews (CERs) are submitted to the Department complete, decision ready, and where applicable within timeframes specified by the Department. 95% of Additional Service Requests (irrespective of Band) are submitted to the Department complete and decision ready.	95%	Monthly

KPI Number	KPI Category	Measure	Minimum Performance	Period of Measure
KPI 5	Contact	95% of minimum contact requirements are met (as per contractual requirements for applicable SRSS Band below): • Band 1 = at a minimum, monthly face to face contact at the recipients APOD, or as directed by the Department. • Bands 2 and 3 = at a minimum, monthly face to face contact at the Recipients residence determination property, or as directed by the Department. • Band 4 = at a minimum, monthly face to face contact, or as directed by the Department. • Band 5 = at a minimum, monthly face to face contact, or as directed by the Department. • Band 6 = at a minimum, monthly contact, with face to face contact required once in every three month period, or as directed by the Department.	95%	Monthly
KPI 6	Orientation	95% of all applicable SRSS Recipients have an initial orientation and identified essential registrations (for example: bank account, Services Australia, Medicare and school enrolment) commenced within five business days of entering the community.	95%	Monthly
KPI 7	Incidents	100% of Critical and Major Incidents are reported within the required timeframes under the Contract.	100%	Monthly
KPI 8	Property Inspections	100% of Provided Accommodation properties are inspected, and a condition report completed as directed by the Department, but at a minimum: • when a Recipient enters a property • six monthly at a minimum • prior to a Recipient exiting a property 100% of completed condition reports are submitted to the Department within five business days of inspection, addressing actions taken to respond to all identified maintenance requirements, as per usual departmental processes.	100%	Monthly
KPI 9	Overnight Stay Requests	95% of Overnight Stay Requests are submitted to the Department complete, decision ready and at minimum 10 business days in advance of proposed dates.	95%	Monthly

KPI Number	KPI Category	Measure	Minimum Performance	Period of Measure
KPI 10	Quality Assurance - Performance	SRSS Provider Control QA testing achieves a Satisfactory rating.	Satisfactory	Align with QA activities.
KPI 11	Quality Assurance - Financial	SRSS Provider Finance QA testing achieves a Satisfactory rating.	Satisfactory	Align with QA activities.

10. SRSS Provider Self-Assessment Performance Indicators

- (a) These self-assessments are to be conducted quarterly to measure against the key objectives of the contract. The SRSS Provider will assess its performance against the indicators described below as Superior, Good, Fair or Poor. On the basis of these assessment, an overall rating of the SRSS Provider performance can be determined based on the Performance Table outlined below.

Relationships – assessment of the SRSS Providers performance in demonstrating positive working relationships with the Department, Subcontractors and other Providers and delivering what is required to achieve best for program outcomes.					
Performance Indicators		Superior	Good	Fair	Poor
1	proactively and collaboratively seeks to resolve issues early and at the lowest management level	always	often	infrequently	frequently escalates issues and disputes to higher levels of management without first seeking to resolve them at the lowest appropriate level
2	resolves disputes reasonably and equitably and considers the legal or contractual remedies as the last resort	always	often	infrequently	frequently fails to resolve disputes reasonably and equitably
3	creates an environment that fosters co-operation, openness, and sharing of information	always	often	infrequently	rarely or never does
4	communicates, cooperates and collaborates with the Department, Subcontractors, and other Providers in relation to the Services, including approaching problem-solving and sharing relevant and critical information	always	often	infrequently	rarely or never does
5	operates in an open, honest, frank and fair way in dealing with the Department, Subcontractors and other Providers in relation to the Services	always	often	infrequently	rarely or never does
6	has a sound understanding of the Contract, the Services and the SRSS Program intent, objectives and principles and fosters a	always	often	infrequently	does not have a sound understanding

	holistic approach to providing the Services				
7	gives prompt notification of material issues and risks to the Department and proposes mitigation strategies	always	often	occasionally	never
8	participates in governance arrangements for the Services as required by the Contract	always	often	occasionally	never

Best for Program – assessment of the SRSS Provider performance in demonstrating 'Best for Program' outcomes, including sound understanding of the Contract, the Services and the SRSS program intent, objectives and principles.

Performance Indicators		Superior	Good	Fair	Poor
1	displays a willingness to deliver what is required to achieve the program's intent, objectives and principles	always	often	infrequently	rarely or never
2	adopts a holistic approach to providing the Services, including taking into account all aspects of the program Services and not just the Services specified in the Contract	always	often	infrequently	rarely or never
3	is responsive to changing requirements of the Department	always	often	infrequently	not responsive
4	demonstrates a deep understanding of and a willingness to meet the Department's requirements, including by presenting information in ways that enhances its usefulness to the Department and improves the Department's decision making	always	often	infrequently	does not have that understanding or presents that information in an unhelpful way
5	assists the Department to reduce resources devoted to performance management because of increased confidence in the accuracy of the Service Provider's reporting processes	always	often	infrequently	rarely or never
6	proactively identifies potential efficiencies, including in relation to the capability and the provision of the Services by its Personnel and Subcontractors	always	often	infrequently	is not proactive

11. Overall Performance Table

Criteria	Score
- at least 5 behaviours are assessed as Superior; and - no behavior is assessed as Fair or Poor.	Superior
- at least 5 behaviours are assessed as Good or Superior; and - no behavior is assessed as Fair or Poor.	Good
All behaviours are assessed as Fair, Good or Superior	Fair
1 or more behaviours are assessed as Poor	Poor

12. Provider Report Card – Relationships

Provider Report Card Relationships – assessment of the SRSS Providers performance in demonstrating positive working relationships with the Department, Subcontractors and other Providers and delivering what is required to achieve best for program outcomes.			
Performance Indicators		Rating	Relevant comments or examples
1	proactively and collaboratively seeks to resolve issues early and at the lowest management level		
2	resolves disputes reasonably and equitably and considers the legal or contractual remedies as the last resort		
3	creates an environment that fosters co-operation, openness, and sharing of information		
4	communicates, cooperates and collaborates with the Department, Subcontractors, and other Providers in relation to the Services, including approaching problem-solving and sharing relevant and critical information		
5	operates in an open, honest, frank and fair way in dealing with the Department, Subcontractors and other Providers in relation to the Services		
6	has a sound understanding of the Contract, the Services and the SRSS Program intent, objectives and principles and fosters a holistic approach to providing the Services		
7	gives prompt notification of material issues and risks to the Department and proposes mitigation strategies		

8	participates in governance for the Services as required by the Contract		
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13. Provider Report Card – Best for Program

Provider Report Card Best for Program – assessment of the SRSS Provider performance in demonstrating ‘Best for Program’ outcomes, including sound understanding of the Contract, the Services and the SRSS program intent, objectives and principles.			
Performance Indicators		Rating	Relevant comments or examples
1	displays a willingness to deliver what is required to achieve the program’s intent, objectives and principles		
2	adopts a holistic approach to providing the Services, including taking into account all aspects of the program Services and not just the Services specified in the Contract		
3	is responsive to changing requirements of the Department		
4	demonstrates a deep understanding of and a willingness to meet the Department’s requirements, including by presenting information in ways that enhances its usefulness to the Department and improves the Department’s decision making		
5	assists the Department to reduce resources devoted to performance management because of increased confidence in the accuracy of the Service Provider’s reporting processes		
6	proactively identifies potential efficiencies, including in relation to the capability and the provision of the Services by its Personnel and Subcontractors		

S. 47(1)(b)

S. 47(1)(b)

S. 47(1)(b)

S. 47(1)(b)

S. 47(1)(b)

S. 47(1)(b)

S. 47(1)(b)

7. Annual Adjustment

7.1 The annual adjustment will be applicable to the Recipient Management Fees and Corporate Overhead Fees. The annual adjustment will also apply to the Implementation fees set out in clause 4.5, payable where the Department provides Notice under clause 4.2 after the first anniversary of the Commencement Date.

7.1.1 The annual adjustment for the Daily Recipient Management Fee for the Enhanced Band 4 introduced under DOV2 (Table 5 refers) will commence on the second anniversary of the Commencement Date.

7.1.2 The annual adjustment for the Case Assessment Clinical Team introduced under DOV2 (Table 6 refers) will commence on the second anniversary of the Commencement Date.

7.2 The Index Applicable for the annual adjustment is as follows:

7.2.1 Applicable Index = Consumer Price Index

7.2.2 Australia Bureau of Statistics Catalogue = 6401.0 Consumer Price Index, Australia, Tables 1 and 2. CPI: All Groups

7.3 The Annual Adjustment will be calculated in accordance with the following formula:

$$A = B \times (C / D)$$

A = Adjusted Price

B = Current Agreed Price

C = Index number for the quarter preceding the quarter containing the applicable anniversary of the Commencement Date.

D = Index number for the quarter containing the Commencement Date of the contract, and the first published index number for the relevant quarter.

8. Interest on Late Payment

8.1 This clause 8 only applies where the amount of the interest payable exceeds \$100.

8.2 For payments made by the Department after the payment is due, the Department will pay the unpaid amount plus interest on the unpaid amount.

8.3 Interest payable under clause 8.2 will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Department effects payment as represented by the following formula:

$$SI = UA \times GIC \times D$$

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge Rate daily rate; and

- D = the number of days from the day after payment was due up to and including the day that payment was made.
- 8.4 In clause 8.3 "General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the Taxation Administration Act 1953 on the day payment is due, expressed as a decimal rate per day.

ATTACHMENT C - (CONFIDENTIAL INFORMATION)**Confidential Information**

Item/Reference	Reason for classification	Party for whom the information is confidential	Period of confidentiality
Attachment B (Contract Charges and Expenses)	To protect commercially sensitive information.	Both Parties	10 years after the expiry or termination of the
Correspondence (e.g. emails) received by the SRSS Provider from the Department in relation to the Contract and the provision of Services	To protect commercially sensitive information of the Department	The Department	10 years after the expiry or termination of the Contract

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

ATTACHMENT D - (CONTRACT CHANGE PROCESS)

- 1 If the Department wants to vary this Contract:
 - 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);
 - 1.2 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
 - (g) 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.
- 2 If the SRSS Provider wants to vary this Contract:
 - 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
 - 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.

- 3 If the Department accepts a proposed variation, the Parties must, as soon as practicable, execute all documents necessary to give effect to the agreed variation. The Department is not obliged to pay any amount other than the Contract Charges or Expenses until and from the date any variation to the Contract Charges or Expenses is agreed.

ATTACHMENT E - (MATERIAL)**Commonwealth Material**

Commonwealth Material to be made available	When Commonwealth Material is to be made available	Form in which Commonwealth Material is to be made available	Any conditions or restrictions in relation to that Commonwealth Material
The SRSS Program Procedural Instruction	By the Contract Commencement Date, with updates, additions and amendments provided over the course of the Contract.	Electronic.	The SRSS Program Procedural Instruction is a confidential document for the use of the Department and SRSS Providers. The SRSS Provider must not provide the SRSS Program Procedural Instruction 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

No additional Existing SRSS Provider Material is specified.

Third Party Material

No additional Third Party Material is specified.

Auxiliary Material

No additional Third Party Material is specified.

Contract Material

The Contract Material is set out or described in Attachment A (Statement of Requirements).

Moral Rights

Refer to clause 41 of the Conditions of Contract - No contrary provisions are specified.

ATTACHMENT F - (COMMONWEALTH LAW AND POLICY REQUIREMENTS)**1. Overview**

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 the Law or policy is applicable (a checked box represents an applicable policy).

POLICY	APPLICABLE
Australian Industry Participation	✓
Anti-Discrimination	✓
Environmental Policy and Sustainable Procurement	✓
Shadow Economy Procurement Connected Policy	✓
Access to Documents	✓
Fraud	✓
Modern Slavery	✓
Illegal Workers	✓
Indigenous Procurement Policy	✓
Prohibited Dealings	✓
Work Health and Safety	✓
Multicultural Access and Equity Policy	✓
Public Interest Disclosure	✓
Building Trust in the Public Record Policy	✓
Web Content Accessibility Guidelines Version 2.1	✓
National Principles for Child Safe Organisations and other action for the Safety of Children	✓

Lobbying Code of Conduct	✓
Compliance with Applicable Laws	✓
International Treaties, Charters, Covenants and Agreements	✓
Departmental Specific Policies	✓
General Australian Government policies	✓

2. Australian industry participation

- 2.1 If during the Term, the SRSS Provider seeks to further subcontract any part of the Services, the SRSS Provider must:
- 2.1.1 ensure that any opportunities are publicly advertised on an appropriate media platform accessible to potential subcontractors;
 - 2.1.2 ensure that the process involves upholding the Australian industry participation principles of 'full, fair and reasonable' access to Australian suppliers; and
 - 2.1.3 provide to the Department a statement of the process and outcomes of the subcontracting activity as part of the requirement for preferred suppliers to outline how the subcontracting arrangements will be managed to ensure performance management, and that services are provided as per their contractual requirements.

3. Anti-discrimination

- 3.1 The SRSS Provider must:
- 3.1.1 comply with its Obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act); and
 - 3.1.2 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.
- 3.2 If the SRSS Provider is a 'relevant employer' for the purposes of the WGE Act:
- 3.2.1 if the SRSS Provider becomes non-compliant with the WGE Act during the Term of this Contract, the SRSS Provider must Notify the Department; and
 - 3.2.2 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.
- 3.3 Compliance with the WGE Act does not relieve the SRSS Provider from its responsibility to comply with its other Obligations under the Contract.
- 3.4 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:

3.4.1 the *Disability Discrimination Act 1992* (Cth);

3.4.2 the *Racial Discrimination Act 1975* (Cth);

3.4.3 the *Sex Discrimination Act 1984* (Cth); and

3.4.4 the *Age Discrimination Act 2004* (Cth).

4. Environmental policy and sustainable procurement

4.1 Where the SRSS Provider is required to deliver packaged goods to the Department, the SRSS Provider must endeavour to design and use packaging that is more resource efficient and more recyclable, in accordance with the principles embedded in the Sustainable Packaging Guidelines, developed by the Australian Packaging Covenant Organisation, a co-regulatory, not for profit organisation partnering with government and industry, in accordance with the guidelines available at Sustainable Packaging Guidelines (SPGs) (packagingcovenant.org.au).

4.2 Where the SRSS Provider is required to deliver office equipment and appliances, the Tenderer must purchase office equipment and appliances which are Energy Star compliant. See the Energy Efficiency in Government Operations Policy available at: <https://www.environment.gov.au/system/files/energy/files/eegopolicyfs.pdf>.

4. Shadow economy procurement connected policy

5.1 The SRSS Provider warrants in relation to any First Tier Subcontractor it has engaged to deliver goods and/or services with an estimated value of over \$4 million (GST inclusive) that the supplier either:

5.1.1 provided a Valid and Satisfactory Statement of Tax Record for the Subcontractor as part of its response for the Approach to Market that resulted in the entry of this Contract; or

5.1.2 holds a Satisfactory Statement of Tax Record for the Subcontractor that was valid at the time of entry into the Subcontract by the SRSS Provider and the Subcontractor.

5.2 If the SRSS Provider, is a partnership, the supplier will ensure that if a new partner joins the partnership that a Valid and Satisfactory Statement of Tax Record for the partner is provided to the customer as soon as possible after they become a partner to the partnership.

5.3 The SRSS Provider warrants that at the Commencement Date it holds a Valid and Satisfactory Statement of Tax Record.

5.4 The SRSS Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Term and, on request by the Department, provide to the Department a copy of any such Statement of Tax Record.

5.5 Without limiting its other rights under this Contract or at law, any failure by the SRSS Provider to comply with the requirements outlined in clauses 5.3 and 5.4 will be a breach of this Contract.

5.6 The SRSS Provider must ensure that any First Tier Subcontractor engaged to deliver goods and/or services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant Subcontract.

5.7 The SRSS Provider must retain a copy of any Statement of Tax Record held by any First Tier Subcontractor in accordance with clause 5.6 and must, on request by the Department, provide to the Department a copy of any such Statement of Tax Record.

5. Access to documents

6.1 In this clause 6, 'document' and 'Commonwealth contract' have the same meaning as in the

Department of Home Affairs

SRSS Contract with DoV1 and DoV2 variations

Freedom of Information Act 1982 (Cth).

- 6.2 The SRSS Service Provider acknowledges that this contract is a Commonwealth contract.
- 6.3 Where the Department has received a request for access to a document created by, or in the possession of, the SRSS Service Provider or any Subcontractor that relates to the performance of this Contract (and not to the entry into the Contract), the Agency may at any time by written notice require the SRSS Service Provider to provide the document to the Department and the SRSS Provider must, at no additional cost to the Department, promptly comply with the notice.
- 6.4 The SRSS Service Provider must include in any Subcontract relating to the performance of this Contract provisions that will enable the SRSS Service Provider to comply with its Obligations under this clause 6.

6. Fraud

- 7.1 Within one month of the Commencement Date, the SRSS Provider must prepare a Fraud Control Plan in accordance with the timing set out in the Statement of Requirements that is consistent with the [Commonwealth Fraud Control Framework 2017](#) and otherwise meets the requirements of the Statement of Requirements and this clause 7.
- 7.2 The Fraud Control Plan must:
 - 7.2.1 cover the entire Contract, including any part of the Contract being performed by any Subcontractor or other person or under any other arrangement established by the SRSS Provider relating to the Contract; and
 - 7.2.2 contain appropriate fraud prevention, detection, investigation, reporting and audit processes and procedures.
- 7.3 At a minimum the Fraud Control Plan must:
 - 7.3.1 include a summary of fraud risks and vulnerabilities associated with the Contract;
 - 7.3.2 propose treatment strategies and controls to manage each identified fraud risk and vulnerability;
 - 7.3.3 provide information about how the Fraud Control Plan has been, or will be, implemented within the SRSS Provider, its Subcontractors and its supply chain;
 - 7.3.4 propose strategies to ensure the SRSS Provider meets its Obligations set out in the Fraud Control Plan;
 - 7.3.5 include mechanisms and timeframes for collecting, analysing and reporting fraud incidents to the Department;
 - 7.3.6 provide details of how the SRSS Provider will ensure the Fraud Control Plan is working and remains in place for the duration of the Contract;
 - 7.3.7 include protocols for detecting and handling fraud incidents;
 - 7.3.8 include mechanisms on how the SRSS Provider will ensure that its officers, employees, agents and/or Subcontractors are made aware of what constitutes fraud, fraud risks and arrangements for handling fraud incidents relating to the Contract; and outline key roles and responsibilities for fraud control within the SRSS Provider's organisation.
- 7.4 The SRSS Provider must review and update the Fraud Control Plan at least every six months over the term of the Contract, or whenever there is a significant change in the structure or activities of the SRSS Provider. The SRSS Provider must provide the Department with details of any review and a copy of any update to the Fraud Control Plan.

7. Modern slavery

8.1 The SRSS Provider must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Services.

8.2 The SRSS Provider will ensure Personnel responsible for managing the operations and supply chains used in the performance of the Contract have undertaken suitable training to be able to identify and report Modern Slavery.

8.3 Within one month of the Commencement Date, the SRSS Provider will prepare and implement a Modern Slavery Risk Management Plan in relation to its performance of this Contract and, if requested by the Department, provide a copy of this plan to the Department. The Modern Slavery Risk Management Plan should at a minimum detail:

8.3.1 the SRSS Provider's steps to identify and assess risks of Modern Slavery practices in the operations and supply chains used in the performance of the Contract;

8.3.2 the SRSS Provider's processes for addressing any Modern Slavery practices of which it becomes aware in the operations and supply chains used in the performance of the Contract;

8.3.3 the content and timing of training for Personnel about Modern Slavery;

and 8.3.4 the Grievance Mechanism/s available to Personnel.

8.4 The SRSS Provider must comply with the Modern Slavery Risk Management Plan in its performance of this Contract. For the avoidance of doubt, nothing in this clause derogates from the SRSS Provider's other Obligations arising under this Contract or otherwise in relation to the provision of the Services.

8.5 If at any time the SRSS Provider becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, the SRSS Provider must as soon as reasonably practicable:

8.5.1 take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains; and

8.5.2 take all reasonable steps to remediate any adverse impacts caused or contributed to by the SRSS Provider from these practices in accordance with the Guiding Principles on Business and Human Rights.

8.6 Without limiting clause 8.5, in performing the Contract, the SRSS Provider must:

8.6.1 not require Personnel to pay fees, charges, expenses or financial obligations incurred in order for the Personnel to secure their employment or placement (Recruitment Fees), regardless of the manner, timing or location of the imposition or collection of these Recruitment Fees;

8.6.2 not destroy or exclusively possess, whether permanently or otherwise, the travel or identity documents of Personnel; and

8.6.3 ensure Personnel can access a Grievance Mechanism to safely report any instances of Modern Slavery in the operations and supply chains used by the SRSS Provider in its performance of this Contract.

9. Illegal workers

9.1 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.

- 9.2 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.
- 9.3 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.
- 9.4 The SRSS Provider must ensure that any Subcontractors include provisions equivalent to clauses 9.1 to 9.3 above.

10. Indigenous Procurement Policy

10.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy, for further information). Information about this policy was included in the RFT.

10.2 The SRSS Provider must use its reasonable endeavours to increase its:

- 10.2.1 purchasing from Indigenous enterprises; and
- 10.2.2 employment of Indigenous Australians,
- 10.2.3 in the delivery of the Services.

10.3 The SRSS Provider must comply with the Indigenous Participation Plan at Attachment K to this Contract.

10.4 Purchasing from Indigenous enterprises may include engagement of an Indigenous enterprise as a Subcontractor and/or use of Indigenous suppliers in the SRSS Provider's supply chain.

10.5 The SRSS Provider must submit a written report to the Department via the IPPRS on its compliance with the Indigenous Participation Plan, as follows:

- 10.5.1 at least once every quarter during the Term; and
- 10.5.2 after the end of the Term (End of Term Report).

10.6 The End of Term Report must identify whether the SRSS Provider:

- 10.6.1 met the mandatory minimum requirements; and
- 10.6.2 complied with the Indigenous Participation Plan.
- 10.6.3 If the SRSS Provider did not meet the mandatory minimum requirements or did not comply with the Indigenous Participation Plan it must provide an explanation for its noncompliance.

10.7 Throughout the term of the Contract, the SRSS Provider is responsible for managing the SRSS Provider's access to the IPPRS reporting portal including by managing the:

- 10.7.1 enabling of its authorised personnel's access; and
- 10.7.2 disabling of its authorised personnel's access.

- 10.8 The SRSS Provider must comply with all reasonable directions issued by the Department in relation to the SRSS Provider's implementation of the Indigenous Participation Plan.
- 10.9 If at any time the Department reasonably believes that the SRSS Provider:
- 10.9.1 may be or may become unable to comply with the Indigenous Participation Plan; or
 - 10.9.2 is unlikely to meet the mandatory minimum requirements as set out in the Indigenous Participation Plan,
 - 10.9.3 the Department may require the SRSS Provider to provide additional detail in relation to its implementation of and ability to comply with the Indigenous Participation Plan.
- 10.10 Without limiting its other rights under the Contract or at law, any material failure by the SRSS Provider to:
- 10.10.1 implement the Indigenous Participation Plan; or
 - 10.10.2 comply with a direction issued by the Department under clause 10.8,
 - 10.10.3 will be a breach of this Contract, and the Department may terminate this Contract under clause 62.2.2.
- 10.11 Notwithstanding any other clause of this Contract, the SRSS Provider acknowledges and agrees that the reports it submits under clauses 10.5 and 10.6:
- 10.11.1 will be recorded in the IPPRS, a central database that is able to be accessed by Commonwealth entities and may be made publicly available;
 - 10.11.2 will not be considered to be Confidential Information of the SRSS Provider; and
 - 10.11.3 may be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide goods and / or services to a Commonwealth entity.

11. Prohibited Dealings

- 11.1 The SRSS Provider must ensure that it and any individuals, persons, entities or organisations involved in delivering Services under this Contract, including its officers, employees, agents and Subcontractors, are not:
- 11.1.1 directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
 - 11.1.2 listed terrorist organisations for the purposes of the *Criminal Code Act 1995* (Cth) (details of listed terrorist organisations are available at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>);
 - 11.1.3 subject to sanctions or similar measures under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth) (details of individuals and entities are available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>);
 - 11.1.4 listed on the 'World Bank's Listing of Ineligible Firms and Individuals' posted at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms> ;
 - 11.1.5 owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in clauses 11.1.1 to 11.1.4 above; or
 - 11.1.6 providing direct or indirect support, resources or assets (including any grant monies) to individuals, persons, entities or organisations referred to in clauses 11.1.1 to 11.1.5 above.

11.2 Where the SRSS Provider becomes aware that there are reasonable grounds to suspect it or any of its officers, employees, agents and Subcontractors has or may have contravened any part of clause 11.1, the SRSS Provider must:

11.2.1 notify the Department and confirm that information in writing as soon as possible, which must be no later than within 24 hours;

11.2.2 immediately take all reasonable action to mitigate the risks;

and 11.2.3 take any other action required by the Department.

11.3 The SRSS Provider must ensure that any Subcontract entered into by the SRSS Provider imposes on the Subcontractor the same Obligations that the SRSS Provider has under this clause, including this requirement to impose Obligations on any further subcontractor.

11.4 If the Department considers in its absolute discretion that the SRSS Provider has failed to comply with this clause 11, the Department may immediately terminate this Contract under clause 62.2.2 of the Contract Terms and Conditions.

12. Work Health and Safety

12.1 Without limiting in any way the SRSS Provider's Obligations in relation to health and safety as set out in the Statement of Requirements or elsewhere in this Contract, 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.

12.2 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:

12.2.1 ensure that a PCBU meets the primary duty of care requirements of section 19 of the *Work Health and Safety Act 2011* (Cth) or corresponding State or Territory legislation;

12.2.2 ensure the regulator is notified immediately after a Notifiable Incident has occurred in accordance with section 38 of the *Work Health and Safety Act 2011* (Cth) or corresponding State or Territory legislation; and

12.2.3 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 *Work Health and Safety Act 2011* (Cth), or corresponding State or Territory legislation; and
- (c) each occasion it reports to, or notifies, a regulatory authority of a Notifiable Incident under the *Work Health and Safety Act 2011* (Cth), or the relevant work health and safety legislation in that jurisdiction within one Business Day after the incident has occurred or within two hours if the injury causes death.

12.3 At the Department's request, the SRSS Provider must provide reasonable assistance to the Department or a person authorised by the Department (including giving the Department 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.

13. Multicultural Access and Equity Policy

13.1 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:

- 13.1.1 providing the Services in a manner that is sensitive to a culturally and linguistically diverse population consistent with the Multicultural Access and Equity Policy;
 - 13.1.2 monitoring and reporting on its compliance with the Multicultural Access and Equity Policy;
 - 13.1.3 collecting data on recruited, as relevant, culturally diverse employees, volunteers, grantees and contractors; and
 - 13.1.4 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.
- 13.2 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>).

14. Australian Government Recordkeeping Metadata Standard

- 14.1 Minimum metadata standards have been developed to support the management, interoperability and transfer of, and access to, information of Commonwealth agencies under the *Building trust in the public record: managing information and data for government and community policy*, and can be found at <https://www.naa.gov.au/information-management/information-management-standards/australian-government-recordkeeping-metadata-standard>.
- 14.2 Where specified in the Statement of Requirement, or where otherwise requested by the Department, the SRSS Provider must provide data to the Department in a manner that allows the Department to comply with the Australian Government Recordkeeping Metadata Standard.

15. Building Trust in the Public Record Policy

- 15.1 *The Building trust in the public record: managing information and data for government and community policy* identifies key requirements for managing Australian Government information assets (records, information and data) and helps Australian Government agencies improve how they create, collect, manage and are able to use information assets.
- 15.2 Where the SRSS Provider is required to deliver a business system, the business system must meet the National Archives of Australia's Business Systems Assessment Framework (available at <https://www.naa.gov.au/information-management/business-system-assessment-framework>).

16. Web Content Accessibility Guidelines Version 2.1

- 16.1 Where the SRSS Provider is required to deliver Web Content, The SRSS provider must comply with:
- 16.1.1 the Web Accessibility National Transition Strategy; and
 - 16.1.2 preferably through the use of Sufficient Techniques, the Web Content Accessibility Guidelines Version 2.1 (available at: <https://www.w3.org/TR/WCAG21/>).

17. Public Interest Disclosure

- 17.1 The SRSS Provider must ensure that it complies with its obligations under the *Public Interest Disclosure Act 2013* (Cth).

17.2 In particular, without limiting clause 17.1, 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* (Cth), to one of the Department's Authorised Officers.

18. National Principles for Child Safe Organisations and other action for the Safety of

Children 18.1 The SRSS Provider must:

18.1.1 comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Services, including all necessary Working With Children Checks however described; and

18.1.2 ensure that Working With Children Checks obtained in accordance with this clause 18.1 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Services.

18.2 The SRSS Provider agrees in relation to the Services to:

18.2.1 implement the National Principles for Child Safe Organisations;

18.2.2 ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;

18.2.3 complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;

18.2.4 put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 15.2;

18.2.5 provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:

- (a) the National Principles for Child Safe Organisations;
- (b) the SRSS Provider's risk management strategy required by this clause 18.2;
- (c) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
- (d) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.

18.2.6 provide the Department with an annual statement of compliance with clauses 18.1 and 18.2, in such form as may be specified by the Department.

18.2.7 With reasonable notice to the SRSS Provider, the Department may conduct a review of the SRSS Provider's compliance with this clause.

18.2.8 The SRSS Provider agrees to:

- (a) Notify the Department of any failure to comply with this clause 18;
- (b) co-operate with the Department in any review conducted by the Department of the SRSS Provider's implementation of the National Principles for Child Safe Organisations or compliance with this clause 18; and
- (c) promptly, and at the SRSS Provider's cost, take such action as is necessary to rectify, to the Department's satisfaction, any failure to implement the National

Principles for Child Safe Organisations or any other failure to comply with this clause 15.

18.2.9 When child safety obligations may be relevant to a Subcontract, the SRSS Provider must ensure that any subcontract entered into by the SRSS Provider for the purposes of fulfilling the SRSS Provider's Obligations under the Contract imposes on the Subcontractor the same Obligations regarding child safety that the SRSS Provider has under the Contract. Each Subcontract must also require the same Obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.

18.3 Without limiting its other rights under the Contract or at law, any material failure by the SRSS Provider to comply with this clause 18 will be a breach of this Contract, and the Department may terminate this Contract under clause 62.2.2.

19. LOBBYING CODE OF CONDUCT

19.1 The SRSS Provider must not engage in, or procure or encourage others to engage in, activity which would result in a breach of the Lobbying Code of Conduct (Lobbying Code) or the Australian Public Service Commission (APSC) Circular 2008/4 - requirements relating to the Lobbying Code of Conduct and post separation contact with Government. The Lobbying Code requires that Government Representatives not knowingly be a party to a lobbying activity where the Lobbyist is not registered on the Lobbyist Register <https://lobbyists.ag.gov.au/register> managed by the Attorney-General's Department.

20. COMPLIANCE WITH APPLICABLE LAWS

20.1 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:

20.1.1 *Crimes Act 1914* (Cth);

20.1.2 *Criminal Code Act 1995* (Cth);

20.1.3 *Fair Work Act 2009* (Cth);

20.1.4 *Safety, Rehabilitation and Compensation Act 1988* (Cth);

20.1.5 *Competition and Consumer Act 2010* (Cth);

20.1.6 *Auditor-General Act 1997* (Cth);

20.1.7 *Environment Protection and Biodiversity Conservation Act 1999* (Cth);

20.1.8 *Public Governance, Performance and Accountability Act 2013* (Cth);

20.1.9 *Public Service Act 1999* (Cth);

20.1.10 *Immigration (Guardianship of Children) Act 1946* (Cth);

20.1.11 *Christmas Island Act 1958* (Cth);

20.1.12 *Ombudsman Act 1976* (Cth);

20.1.13 *Copyright Act 1968* (Cth);

20.1.14 *Australian Human Rights Commission Act 1986* (Cth);

- 20.1.15 Part 4 of the *Charter of the United Nations Act 1945* (Cth);
- 20.1.16 *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);
- 20.1.17 *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth);
- 20.1.18 legislation of the Commonwealth or State or Territory or local authority as it is applicable to residential tenancies and boarding houses;
- 20.1.19 any applicable requirements for licenses / permits for the exercise of a profession or trade necessary to perform the Services; and
- 20.1.20 relevant criminal and child protection legislation.

21. INTERNATIONAL TREATIES, CHARTERS, COVENANTS AND AGREEMENTS

21.1 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 and must ensure that the Department is in compliance with all relevant international treaties, charters, covenants and agreements as they are applicable to the provision of the Services, including, but not limited to:

- 21.1.1 International Covenant on Civil and Political Rights;
- 21.1.2 Convention Relating to the Status of Refugees;
- 21.1.3 United Nations Convention on the Rights of the Child;
- 21.1.4 United Nations Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment;
- 21.1.5 International Convention on the Elimination of all Forms of Racial Discrimination;
- 21.1.6 United Nations Convention on the Elimination of All Forms of Discrimination against Women;
- 21.1.7 United Nations Convention on the Rights of Persons with Disabilities;
- and 21.1.8 Universal Declaration of Human Rights.

22. DEPARTMENTAL SPECIFIC POLICIES

22.1 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:

- 22.1.1 Guardianship Policy and Principles;
- 22.1.2 Custodian Guidelines;
- 22.1.3 the Status Resolution Support Service (SRSS) Program Procedural Instruction;
- 22.1.4 The Department's Feedback Policy;
- 22.1.5 The Department's Service Charter;
- 22.1.6 Data Security Management Framework;

22.1.7 Fraud Control Framework;

22.1.8 Risk Management Framework;

22.1.9 Work Health and Safety Governance Arrangements;

22.1.10 Work Health and Safety Incident Management and Reporting;

22.1.11 Management of hazardous chemicals and other hazardous substances; and

22.1.12 other policies, principles, procedures and templates relating to the SRSS program
Notified to the SRSS Provider.

23. GENERAL AUSTRALIAN GOVERNMENT POLICIES

23.1 Without limiting any other Obligation in the Contract, the SRSS Provider must, in carrying out the Services, comply with the following Australian Government policies as applicable, as amended from time to time, and listed in Table 2 as:

Table 2

Government Policy	Publishing Agency
APS Code of Conduct and Values	Australian Public Service Commission
Australian Government Information Security Manual	Australian Cyber Security Centre
Commonwealth Fraud Control Framework	Attorney-General's Department
Commonwealth Procurement Rules	Department of Finance
Commonwealth Risk Management Policy (1 July 2014)	Department of Finance
Digital Transition Policy	National Archives of Australia
Human Rights for Immigration Detention	Australian Human Rights Commission
Indigenous Procurement Policy	National Indigenous Australians Agency
Multicultural Access and Equity Policy	Department of Home Affairs
National Disability Strategy 2010-2020	Department of Social Services
National Principles for Child Safe Organisations	Australian Human Rights Commission
National Waste Policy	Department of Agriculture, Water and the Environment
Protective Security Policy Framework	Attorney General's Department

ATTACHMENT G - (FINANCIAL UNDERTAKING)

By: [insert Banker's details]

To: Name of [the Commonwealth of Australia as represented by the Department of Home Affairs]
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 Home Affairs (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 H - (CONFIDENTIALITY DEED)

I, _____ (name), covenant for the benefit of the Commonwealth of Australia (the "**Commonwealth**") acting through and represented by Life Without Barriers, in connection with my work on, or in relation to, Status Resolution Support Services project (the "**Project**"), as follows:

1. For the purpose of the Project, I will, or may, receive and have access to information which:

- (a) is identified as confidential;
- (b) I know or ought to know is confidential;
- (c) is by its nature confidential; or
- (d) is Personal Information,

collectively, "**Confidential Information**". Unless the information is publicly available, or I am otherwise directed by the Commonwealth, I will assume information is Confidential Information.

For the purpose of this clause, "**Personal Information**" means information or an opinion, whether true or not, and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable.

2. Subject to clause 3 of this Deed, I understand that I must:

- (a) at all times treat as confidential and must not disclose to any person any Confidential Information;
- (b) at all times keep all Confidential Information securely stored in accordance with any directions by the Commonwealth;
- (c) as directed by the Commonwealth, deliver up to the Commonwealth all Confidential Information in my possession or control; and
- (d) not:
 - i. copy or duplicate or reproduce in any manner whatsoever, or evolve translations of or extractions from, any portion of the Confidential Information; or
 - ii. modify, create or recreate by any means in whole or in part any aspect or version of the Confidential Information or cause or permit any other person to do any of the foregoing.

3. The restrictions imposed by clause 2 of this Deed will not apply to the disclosure of any information:

- (a) to the extent to which it is required to be disclosed by law, a governmental agency or court order;
- (b) to the extent to which it is necessary to enable me to lawfully work on the Project; or
- (c) which is in or comes into the public domain otherwise than by disclosure in breach of this Deed.

4. I warrant that I will:

- (a) take all action as may be necessary to satisfy my obligations under this Deed;

- (b) promptly notify the Commonwealth of any unauthorised possession, disclosure, use or knowledge of the Confidential Information and take all steps necessary to prevent the recurrence of such possession, disclosure, use or knowledge;
 - (c) co-operate with the Commonwealth in any litigation against third parties which might be considered necessary or appropriate by the Commonwealth to protect the Confidential Information;
 - (d) do or cause to be done all acts, matters and things and execute or cause to be executed all agreements, deeds and other documents as may be necessary to give effect to this deed poll; and
5. Without limiting the Commonwealth's rights under or in connection with this Deed, or otherwise under statute, at law or in equity, I acknowledge that:
- (a) a breach of this Deed may constitute a breach of Part 5.6 of the *Criminal Code* (contained in the Schedule to the *Criminal Code Act 1995* (Cth)), which is punishable by up to ten years imprisonment for aggravated offences;
 - (b) I am aware of the effect of Part 6 (secrecy and disclosure provisions) of the *Border Force Act 2015* (Cth) dealing with Immigration and Border Protection Information; and
 - (c) more generally, the provisions of this Deed survive the termination or expiration of this Deed.

EXECUTED on the _____ day of _____, 2022

by:

.....

(Name in full)

(Signature)

in the presence of

.....

(Signature of Witness)

.....

(Name of Witness in Full)

ATTACHMENT I - (GLOSSARY)

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

TERM	DEFINITION
Accompanied Minors	means Minors who are under the care of a Parent, legal guardian or an adult relative who has carer/supervisory responsibility for the minor, as determined by the Department.
Alternative Places (APODs) of Detention	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.
Approach to Market or ATM	means any notice inviting potential suppliers to participate in a procurement which may include a request for tender, request for quote, request for expression of interest, request for information or request for proposal.
APS Values	means the APS Values set out in section 10 of the <i>Public Service Act 1999</i> (Cth) and located at: https://www.apsc.gov.au/working-aps/aps-employees-and-managers/aps-values .
Asset	means any item of tangible or intangible property, leased, created, or otherwise brought into existence either wholly or in part in providing the Services, and performing the SRSS Provider's Obligations under the Contract, but does not include perishable items such as food or consumables (including medicines).
Assets and Property Register	means the register described as such in the Statement of Requirements.
Authorisation	means any consent, authorisation, registration, filing, lodgement, permit, licence, agreement, notarisation, certificate, permission, licence, direction, declaration, authority or exemption issued by any government or any governmental, semi-governmental, regulatory, statutory or similar entity or authority, or any other party under Law which has a right to impose a requirement or whose consent is required with respect to the SRSS Provider's performance of its Obligations under this Contract.
Authorised Officer	means person nominated by the Department in accordance with the <i>Public Interest Disclosure Act 2013</i> (Cth).

TERM	DEFINITION
Auxiliary Material	means Material (other than Contract Material) which is made available by a Party for the purposes of the Contract on or following the Commencement Date, including any Commonwealth Material, Existing SRSS Provider Material, Third Party Material, and other Material specified as Auxiliary Material in Attachment E (Material) of the Contract.
Baby Package	means the additional package of goods provided to families with babies at the Department's discretion. 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 Program Procedural Instruction.
Basic Household Goods (BHG)	means the household items that the SRSS Provider must provide to Band 2 and 3 Recipients. Basic Household Goods must be installed in Provided Accommodation prior to the arrival of the SRSS Recipient's at their accommodation, in accordance with the Statement of Requirements and the SRSS Program Procedural Instruction.
Basic Starter Package	means the basic food and cleaning products that the SRSS Provider must provide to Band 3 and eligible Band 4 SRSS Recipients who have exited Held Detention immediately on arrival in Provided Accommodation in accordance with the Statement of Requirements and the SRSS Program Procedural Instruction.
Shadow Economy Procurement Connected Policy	means the <i>Shadow economy – increasing the integrity of government procurement connected policy guidelines March 2019</i> available at https://treasury.gov.au/publication/p2019-t369466 .
Bridging Visa	means the form of Visa issued by the Department, and has the same meaning as in the <i>Migration Act 1958</i> (Cth). Without limiting the definition of Bridging Visa under this Contract, Bridging Visas are granted by the Minister or the Department to asylum seekers to allow them to lawfully exit Immigration Detention and live in the community.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the Australian Capital Territory or the Contract Region in which the Services are being supplied.
Carer	means an employee or other Personnel of the SRSS Provider who gives substantial, continuing and direct assistance to Minors. Community Links and other family can also be Carers.
Case	a Case is either a single SRSS Recipient or family group as identified by the Department.

TERM	DEFINITION
Case Assessment Clinical Team	Means a team of clinical health Personnel, such as psychologists and other allied health professionals employed by the SRSS Provider to assist case management assessment of Recipient needs.
Case Coordination	means integrated support to help SRSS Recipients while in the SRSS program, including support to connect SRSS Recipients to appropriate services. It is delivered on a needs basis.
Case Manager	means an officer of the Department who engages with SRSS Recipients to overcome barriers to resolving their immigration status.
Case Plan	means a detailed report which outlines a strategy to support a Case – an SRSS Recipient or family group.
Case Plan Review	means a basic review of a Case Plan in accordance with the Statement of Requirements and it is to be conducted every time a Case Worker contacts an SRSS Recipient to ensure the Case Plan is accurate and appropriate.
Case Plan Update	means an updated Case Plan (which includes substantive changes from the approved Case Plan), submitted to the Department in accordance with the Statement of Requirements and the SRSS Program Procedural Instruction. It requires Departmental approval for SRSS Recipients in Bands 2 – 5.
Case Worker	means a person who is employed by the SRSS Provider to provide Case coordination Services to SRSS Recipients as detailed in the Statement of Requirements and the SRSS Program Procedural Instruction.
Change of Control	means: (a) a body corporate or entity that Controls the SRSS Provider ceases to Control the SRSS Provider; or (b) a body corporate or entity that does not Control the SRSS Provider comes to Control the SRSS Provider.
Child	means an individual(s) under the age of 18 years and Children means more than one Child.
Child-Related Personnel	means officers, employees, contractors, agents and volunteers of the SRSS Provider involved with the Services who as part of that involvement may interact with Children.

TERM	DEFINITION
Claim	means any claim, action, demand or proceeding including any claim, action, demand or proceeding under, arising out of, or in any way in connection with, this Contract; or otherwise at law or in equity including: (a) by statute; (b) in tort for negligence or otherwise, including negligent misrepresentation; or (c) for restitution, including restitution based on unjust enrichment.
Code of Behaviour	is an expression of expectations about how certain subclass 050 bridging (general) Visa holders must behave while in Australia, available at www.homeaffairs.gov.au . Certain persons must sign the Code of Behaviour
Code of Conduct	means the Australian Public Service Code of Conduct, available at www.apsc.gov.au .
Commencement Date	means the date that specified in Item 4 of the Contract Details.
Commonwealth	means the Commonwealth of Australia.
Commonwealth Agency	means: (a) a non-corporate Commonwealth entity as defined in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth); or (b) a corporate Commonwealth entity as defined in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Commonwealth Assets	means assets owned by the Commonwealth, including those in possession of the SRSS Provider.
Commonwealth Contract	has the same meaning as in the <i>Freedom of Information Act 1982</i> (Cth).
Commonwealth Entity	has the meaning given to this term in the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
Commonwealth Material	means any Material provided by the Department to the SRSS Provider for the purposes of the Contract (including any Material specified as Commonwealth Material in Attachment E (Material) of the Contract) or which is copied or derived from that Material.
Commonwealth Procurement Rules (CPRs)	means the Commonwealth Procurement Rules issued by the Department of Finance or such replacements rules as issued by the Commonwealth.
Community Link	means a person in the Australian community who is a family member or close friend of an SRSS Recipient who is willing to offer support such as accommodation to that SRSS Recipient.

TERM	DEFINITION
Community Link Check	means a basic enquiry made to a Community Link to ascertain the suitability of a proposed property and Community Link for SRSS Recipients in Band 4. This is a simpler Service than an Accommodation Suitability Assessment.
Compliance, Case Management and Detention (CCMD) Portal	Refer to Provider Portal.
Confidential Information	in relation to a Party, means information that is: (a) in the case of the Department's Confidential Information, by its nature capable of being protected in law or equity as confidential; (b) designated by a Party as confidential in Attachment C (Confidential Information) of the Contract; or (c) in the case of the Department's Confidential Information, information which the Department designates as confidential or the SRSS Provider knows or ought to know is confidential; but does not include information: (a) which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation; or (b) that has been independently developed or acquired without reference to the other Party's Confidential Information.
Contract	means the agreement the Department has entered into with the SRSS Provider, under which the SRSS Provider will provide the Services and includes all the Attachments, any annexures or schedules, and any document expressly incorporated into this Contract (including the SRSS Program Procedural Instruction and any plans or other documents required to be developed in accordance with this Contract).
Contract Charges	means the amounts payable by the Department to the SRSS Provider as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses) of the Contract. For clarity, the Contract Charges do not include the Expenses.
Contract Details	means the details applying to the Contract as set out in Part 1 of the Contract.

TERM	DEFINITION
Contract Material	means all Material: (a) created by or on behalf of the SRSS Provider or Subcontractor for the purposes of the Contract, including any Material specified as Contract Material in the Statement of Requirements; (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or (c) copied or derived from Material referred to in paragraphs (a) or (b), and (d) includes any modifications to that Material made in accordance with the Contract.
Contract Region	means the areas described in clause 4.6 of the SOR. The Contract Regions within which the SRSS Provider must perform the Services, is specified in the Contract Details.
Contract Terms and Conditions	means the terms and conditions of this Contract as set out in Part 2 of the Contract.
Contract Transition-In	means the process and Services relating to the SRSS Provider's transition into the provision of the Services, the details of which are provided in the Contract Transition-In Plan. This should not be confused with SRSS Recipient Transition-In.
Contract Transition-In Period	means the period between the Commencement Date and the Effective Date and is the period in which the SRSS Provider must prepare to be ready to fully perform the Services in accordance with the Contract by the Effective Date.
Contract Transition-In Plan	means the plan described as such in the Statement of Requirements.
Contract Transition-Out	means the process of preparing for handover of the Services from the SRSS Provider to the Department or any new provider contracted by the Department to perform the Services or any part of the Services or similar services, the details of which are provided in the Contract Transition-Out plan.
Contract Transition-Out Period	means the period of time in which the SRSS Provider works with the Department or any new provider contracted by the Department to transition out of the Contract.
Contract Transition-Out Plan	means the plan described as such in the Statement of Requirements.

TERM	DEFINITION
Control	means, in relation to the SRSS Provider, any of the following: (a) the ability to dispose or exercise control over the disposal of more than 50% of the shares or other form of equity in the SRSS Provider or the Guarantor; (b) the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in the SRSS Provider; (c) the ability to appoint or remove a majority of the directors of the SRSS Provider; (d) the ability to exercise or control the exercise of the casting of a majority of votes at the meeting of the board of directors of the SRSS Provider; and (e) any other means, direct or indirect, of dominating the decision making and financial and operating policies of the SRSS Provider.
Core Services	means the Services described as such in the Statement of Requirements, and includes: (a) accommodation services; and (b) Case Coordination services.
Corporate Overhead Fee	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).
Correctly Rendered Invoice	has the meaning set out in clause 34.1.
Criminal Code	means the Schedule to the <i>Criminal Code Act 1995</i> (Cth).
Criminal Justice Visa	means the form of Visa issued by the Department, and has the same meaning as in the <i>Migration Act 1958</i> (Cth). Without limiting the definition of Criminal Justice Visa under this Contract, Criminal Justice Visa are visas permitting entry to a non-citizen or permitting a non-citizen to remain temporarily in Australia. A criterion for the grant of the criminal justice visa is that a criminal justice certificate about the non-citizen is in force.
Critical Incident	means an Incident determined to be critical by the Department, as outlined in the relevant departmental Incident reporting protocol.
Custodian	has the same meaning 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 a Minor. Refer to the SRSS Program Procedural Instruction for further details.
Deduction	means a deduction from an SRSS Recipient's Living Allowance made by the Commonwealth represented by Services Australia.

TERM	DEFINITION
Deliverables	means the Goods, the Contract Material, the Documentation and any other item to be supplied by the SRSS Provider to the Department (or SRSS Recipients, if applicable) under the Contract.
Department	means the Department of Home Affairs (or its successor) or Department or Agency of the Commonwealth which is responsible from time to time for administering the Contract.
Department Data	means all data and information relating to or concerning the Department, and its operations, facilities, customers, Personnel, assets and programs (including Personal Information), in whatever form that information may exist and whether entered into, stored in, generated by or processed through Software or equipment by or on behalf of the Department.
Department Material	includes documents, equipment, software, goods, computer file, design, know-how, information and data stored by any means, and the subject matter of any category of Intellectual Property Right which is owned by or provided to the Department.
Detention Health Service Provider (DHSP)	means the contracted provider of all health and medical services to people in Immigration Detention, both Held Detention and in the community under Residence Determination arrangements.
Detention Service Provider (DSP)	means an organisation contracted by the Department to provide services at Immigration Detention Facilities.
Direct Recipient Costs	means the reimbursable costs associated with providing Services to SRSS Recipients. Costs will only be reimbursed if they have been preapproved by the Department in writing.
Dispute Manager	has the meaning set out in clause 60.2.
Documentation	means any documentation to be provided by the SRSS Provider under the Contract, including any Material specified as Documentation in Attachment A (Statement of Requirements).
Duty of Care	without limiting the definition of duty of care under Law, means the legal Obligation which is imposed on an individual or entity requiring that they or it adhere to a standard of reasonable care.
Effective Date	means the date which is five (5) months after the Commencement Date unless the Department Notifies the SRSS Provider that the requirements of the Contract Transition-In Plan (and any other requirements required to be met before that date) have been met and the Department is satisfied that the SRSS Provider is ready to commence provision of Services to SRSS Recipients.
Emergency Accommodation	means Accommodation for eligible SRSS Recipients in Band 5 and Band 6. Emergency Accommodation is available for up to two weeks and it requires departmental approval. Extensions are available in exceptional circumstances only.

TERM	DEFINITION
English as a Second Language (ESL) training	means a program which provides English language tuition to people from non-English speaking backgrounds.
Entrusted Person	has the meaning given to this term in the PTR Act.
Escalation	means tasks / activities that are raised by an SRSS Provider or a departmental officer that are for the purposes of escalating specific events to the Department for further action e.g. identity issues, Assisted Voluntary Return request, changes to family composition, etc).
Essential Registrations	means assistance provided by the SRSS Provider to register for services, such as Medicare, consistent with the Statement of Requirements.
Establishment Costs for the Case Assessment Clinical Team	means the reasonable costs incurred by the Service Provider within 12 months of 10 April 2024 to: • develop and implement the governance framework, including policies, procedures and processes; • recruit staff and undertake staff induction and training; and • establish and implement professional supervision and clinical assessment tools, for establishment of the Case Assessment Clinical Team.

TERM	DEFINITION
Excusable Event	means: (a) a fire, flood, earthquake, elements of nature or act of God; (b) a riot, civil disorder, rebellion or revolution; (c) an unforeseen Commonwealth, State or Territory Government declared emergency applicable in the relevant jurisdiction (but does not include any declaration made by the Department); and (d) any of the following events: i. wilfully wrong or unlawful conduct of the Department or Department Personnel; ii. a failure caused by action of any Department Personnel, except if the Department Personnel are acting in accordance with the SRSS Provider's direction and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure; or iii. a failure of equipment which is physically located on the Department's premises where the failure is caused by environmental conditions that are not consistent with the conditions outlined in the manufacturer's specification, but only if, and to the extent, it: (a) is beyond the SRSS Provider's reasonable control (including being beyond the reasonable control of the Subcontractors of or suppliers to the SRSS Provider); (b) could not have reasonably been contemplated by the SRSS Provider; or (c) is caused by the Department and provided that the SRSS Provider has exercised all reasonable care in the provision of the Services in accordance with this Contact and would not have identified or been able to mitigate or correct that failure.

TERM	DEFINITION
Existing SRSS Provider Material	means the Material, including any specified as Existing SRSS Provider Material in Attachment E (Material), that the SRSS Provider has developed before the Commencement Date which will or may be used in the provision of the Services or the development of Contract Material or other Deliverables.
Exit Checklist	means a checklist to be completed by the SRSS Provider, with the SRSS Recipient, when an SRSS Recipient is exiting Band 2 or 3 Provided Accommodation. It must provide assurance that the SRSS Recipient has met their responsibilities prior to exiting and they have exited in accordance with the timeframes stipulated in the Statement of Requirements.
Expenses	means: (a) any expenses incurred by the SRSS Provider on behalf of the Department or a particular SRSS Recipient which are reimbursable by the Department to the SRSS Provider in accordance with, Attachment B (Contract Charges and Expenses); and (b) Security Costs.
Extra Services	means services in addition to the Services which may be requested by the Department in accordance with clause 16 of the Contract but does not include any activities, tasks, responsibilities or other Obligations set out in the Statement of Requirements or SRSS Program Procedural Instruction, including those the Department may request periodically or in exceptional circumstances. Extra Services do not include Additional Services referred to in the Provider Portal which will be used by the SRSS Provider to communicate with the Department.
First Tier Subcontractor	means subcontractors engaged directly by the SRSS Provider in the course of delivering the Services.
Financial Hardship Assistance	means assistance provided to eligible SRSS Recipients in an immediate financial crisis situation in accordance with the SRSS Program Procedural Instruction.
Financial Undertaking	means any financial undertaking required to be given by the SRSS Provider in accordance with the Contract.
Fraud Control Plan	means the document which outlines the SRSS Provider's strategy to manage fraud, which the SRSS Provider is required to develop and implement in accordance with the Statement of Requirements.

TERM	DEFINITION
General Interest Charge Rate	means the general interest charge rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> (Cth) on the day payment is due, expressed as a decimal rate per day.
Goods	means any Goods required to be provided by the SRSS Provider to either the Department or an SRSS Recipient.
Goods and Services Tax or GST	has the meaning set out in the GST Act.
Global Feedback Unit	means the area of the Department which is responsible for SRSS Recipient feedback, compliments and complaints.
Grievance Mechanism	means a process for handling a complaint or grievance about Modern Slavery practices that is consistent with the criteria set out in the <i>Guiding Principles on Business and Human Rights</i> . <i>Guiding Principles on Business and Human Rights</i> means the <i>United Nations' Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework</i> available at https://www.ohchr.org/en/publications/reference-publications/guiding-principles-business-and-human-rights .
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and associated taxation legislation.
Held Detention	is where a person is physically held in an Immigration Detention Facility.
Humanitarian Settlement Services (HSS)	means the program which provides support to eligible people with permanent Visas to help them settle into the community. HSS is out of scope of the SRSS.
IGOC Act	means the <i>Immigration (Guardianship of Children) Act 1946</i> (Cth).
Illegal Worker	means a non-citizen who: (a) does not hold a valid visa and who performs work in Australia; or (b) holds a valid visa and who performs work in Australia in breach of a visa condition that: i. prohibits him or her from working in Australia; or ii. restricts the work that he or she may perform in Australia. Work means any work, whether for reward or otherwise.
Immigration Detention	has the same meaning that it has in the <i>Migration Act 1958</i> (Cth).
Immigration Detention Centres (IDC)	means a centre or facility designated as such by the Department in which people are held in Immigration Detention.

TERM	DEFINITION
Immigration Detention Facilities (IDF)	comprise Immigration Detention Centres (IDC), Immigration Residential Housing (IRH), Immigration Transit Accommodation (ITA) and Alternative Places of Detention.
Immigration Residential Housing (IRH)	means a form of Alternative Place of Detention.
Immigration Transit Accommodation (ITA)	means a form of Alternative Place of Detention.
Implementation Fee	means the fee paid to the SRSS Provider monthly during the Contract Transition In Period as set out in Attachment B (Contract Charges and Expenses).
Incident	includes any Critical Incident, Major Incident, Minor Incident and any Notifiable Incident.
Independent Accommodation	means accommodation funded and maintained by the SRSS Recipient.
Independent Observer	means the SRSS Provider Personnel who provide Independent Observer Services.
Independent Observer Services	means the Services described as such in the Statement of Requirements 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.
Indigenous Participation Plan	means the plan set out at Attachment K.
Indigenous Procurement Policy Reporting Solution (IPPRS)	means the online portal where Contractors report on their progress against their mandatory minimum requirements under the <i>Commonwealth's Indigenous Procurement Policy</i> .
Individual Management Plan	means a Case Plan managed by the Detention Service Provider.
Initial Payment	Means the initial allowance an SRSS Provider provides to an SRSS Recipient in Band 2, Band 3 and Band 4 on exit from immigration detention and for Band 5 and Band 6, where directed by the Department.
Initial Term	means the initial period of time for which the Contract is intended to continue, as specified in Item 5 of the Contract Details.

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under the Freedom of Information Act 1982

TERM	DEFINITION
Insolvency Event	in respect of a the SRSS Provider, means the occurrence of: (a) a meeting of that SRSS Provider's creditors being held or called; (b) the appointment of a liquidator, provisional liquidator, restructuring practitioner, or administrator to the SRSS Provider; (c) the appointment of a controller (as defined in section 9 of the <i>Corporations Act 2001</i> (Cth) or analogous person appointed the SRSS Provider or any of its property; (d) the SRSS Provider failing to comply, under paragraph 459F(1) of the <i>Corporations Act 2001</i> (Cth), with a statutory demand; (e) that the SRSS Provider being unable to pay its debts as they fall due or otherwise becoming insolvent; (f) the SRSS Provider ceasing to exist, for whatever reason, or otherwise becoming incapable of managing its own affairs for any reason; (g) the SRSS Provider taking any step that could result in the SRSS Provider becoming insolvent under administration (as defined in section 9 of the <i>Corporations Act 2001</i> (Cth)); (h) any action being commenced to bankrupt or wind-up the affairs of that SRSS Provider; or (i) the SRSS Provider entering into a compromise or arrangement with, or assignment for the benefit of any of, its members or creditors, or any analogous event.

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

TERM	DEFINITION
Intellectual Property or Intellectual Property Rights (IPR)	means all intellectual property rights, including but not limited to the following rights: (a) patents, copyright, rights in circuit layouts, registered designs, trademarks (including goodwill in those marks), know how, trade secrets, domain names and, all other rights in the industrial, scientific, literary or artistic fields; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered. (d) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered. But does not include: (a) Moral Rights; (b) the non-proprietary rights of performers; or (c) rights in relation to Confidential Information.
ICT Security Instructions	means the Department's ICT security instructions.
Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.
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 and equity as applicable from time to time.
Liability	means any liability (whether it is present or future, fixed or unascertained, actual or contingent), including any Loss, irrespective of when the acts, events, circumstances or things giving rise to the liability occurred or existed.
Living Allowance	means the financial assistance provided to an SRSS Recipient by the Commonwealth to assist that SRSS Recipient to meet their day to day cost of living.

TERM	DEFINITION
Lobbying Code of Conduct or Lobbying Code	means the Lobbying Code of Conduct that underpins the Australian Government Register of Lobbyists and sets out the requirements for contact between third-party lobbyists and Australian Government representatives, located at: https://www.ag.gov.au/integrity/publications/lobbying-code-conduct .
Lobbyist	has the same meaning as set out in the Lobbying Code.
Loss	means all losses, liabilities, damages, fines, penalties, costs, interest, fees and expenses, however it arises and whether it is present or future, fixed or unascertained, actual or contingent including: (a) legal costs and expenses on a solicitor/own client basis, disbursements, costs of investigation, litigation, settlement, judgment interest and penalties; (b) 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; (c) the cost of taking reasonable, preventative, protective remedial or mitigatory action; (d) the cost of obtaining any replacement products or services to rectify, remedy or mitigate the damage caused by the relevant event; and (e) any amount paid by the Department for any breach of the privacy of an individual, being a reasonable amount as compensation for loss or damage for which the Department would have been liable under the <i>Privacy Act 1988</i> (Cth) if such a breach had been that of the Department.
Major Incident	means an Incident determined to be major by the Department, as outlined in the relevant departmental Incident reporting protocol.
Material	means any material brought into existence as part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.
Minister	means the Minister for Home Affairs or such other Commonwealth Minister as is implied by the context.

TERM	DEFINITION
Minor	means a person: (a) who is under the age of 18 years; or (b) whom the Department treats as under the age of 18 in the absence of documentary evidence confirming that person's age, at the time which is relevant to the determination of whether the person is a Minor.
Minor Incident	means an Incident determined to be minor by the Department, as outlined in the relevant departmental Incident reporting protocol.
Mobile Computing Device	includes but is not limited to: (a) tablet computers; (b) personal digital assistants (PDA); and smartphones.
Mobile Computing Policy	means the mobile computing policy the SRSS Provider must develop and implement in accordance with the Statement of Requirements and SRSS Program Procedural Instruction.
Modern Slavery	has the same meaning as it has in the <i>Modern Slavery Act 2018</i> (Cth).
Moral Rights	has the meaning given in the <i>Copyright Act 1968</i> (Cth), including the right of attribution, the right against false attribution and the right of integrity.
NAATI (National Accreditation Authority for Translators and Interpreters)	means the specified accreditation relating to translators and interpreters.
National Police Check	means, for the purposes of this Contract, a search of the police records for the Commonwealth and all States and Territories relating to individual or corporation which provides details of the criminal record of the relevant individual or corporation.
National Principles for Child Safe Organisations	means the National Principles for Child Safe Organisations, endorsed by the Council of Australian Governments as published by the Commonwealth Government (available at: https://childsafes.humanrights.gov.au/national-principles/download-national-principles)

TERM	DEFINITION
Notice	means a notice, demand, consent, approval or communication issued under the Contract that: (a) is sent in accordance with clause 66 of the Contract; and (b) if the context requires, is sent in accordance with the Statement of Requirements and SRSS Program Procedural Instruction. Notify, Notified and Notification have a corresponding meaning. In the CCMD 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 services (Confirmation, Payment Confirmation, Interview, Assessment, Essential Registration, Escalation, Document, Note).
Notifiable Incident	means an incident that is Notifiable to the WHS Regulator under the <i>Work Health and Safety Act 2011</i> (Cth).
NZYQ Affected Cohort	Means Recipients and related persons who were released from Immigration Detention or prison/jail or as otherwise specified following an Order of the High Court of Australia on 8 November 2023 by reason of there having been and continuing to be no real prospect of their removal from Australia becoming practicable in the reasonably foreseeable future.
Obligation	means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or Liability, present or future.
Operating Costs for the Case Assessment Clinical Team	means the reasonable costs incurred by the Service Provider within 12 months of 10 April 2024 to: • deliver clinical assessments and support SRSS case management of complex cases; • manage ongoing employment of Case Assessment Clinical Team staff; • manage governance arrangements; • manage professional supervision; and • maintain clinical assessment tools and administration, for establishment of the Case Assessment Clinical Team.

TERM	DEFINITION
Orientation Services	means assistance provided by the SRSS Provider 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 program.
Other Providers	means any other entity, including contractors, consultants, service providers or other person/s engaged by the Department to assist with the development or implementation of the SRSS program or related programs (including other SRSS providers and other relevant service providers).
Parent	has the same meaning as it has in the IGOC Act.
Party or Parties	means either or both the Department and the SRSS Provider as the context requires.
Performance Measures	means the KPIs as set out or described in the Statement of Requirements.
Person Conducting a Business or Undertaking (PCBU)	means, as defined by the <i>Work Health and Safety Act 2011</i> (Cth), 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.
Personal Information	has the meaning given to that term in the <i>Privacy Act 1988</i> (Cth).
Personnel	means a Party's officers, employees, volunteers, bailees, agents, Subcontractors (but, in the case of the Department's Personnel, not including the SRSS Provider), staff or professional advisers engaged in, or in relation to, the performance or management of the Contract, and includes Specified Personnel and in the case of Subcontractors of the SRSS Provider includes the Personnel of the Subcontractor.
Preliminary Assessment	means an initial evaluation performed by the SRSS Provider in accordance with the Statement of Requirements to determine whether a person is likely to be eligible for Band 6 Services.
Preliminary Assessment Checklist	means the checklist to determine if the person is likely to be eligible for Band 5 or Band 6 support. The SRSS Provider must use the checklist when performing a Preliminary Assessment of an SRSS Recipient in accordance with the Statement of Requirements and the SRSS Program Procedural Instruction.

TERM	DEFINITION
Proportionate Liability Law	means each of the following: (a) the <i>Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001</i> (SA) (b) the <i>Civil Liability Act 2002</i> (NSW) (c) the <i>Civil Liability Act 2003</i> (Qld) (d) the <i>Civil Liability Act 2002</i> (WA) (e) the <i>Wrongs Act 1958</i> (Vic) (f) the <i>Civil Law (Wrongs) Act 2002</i> (ACT) (g) the <i>Civil Liability Act 2002</i> (Tas), and (h) the <i>Proportionate Liability Act 2005</i> (NT).
Protected Information	has the meaning given to this term in the PTR Act.
Protective Security Instructions	means the Department's protective security instructions.
Provided Accommodation	means accommodation which required to be provided by the SRSS Provider in accordance with the Contract. It is paid by the SRSS Provider. Band 2 and Band 3 Provided Accommodation costs will be reimbursed by the Department in accordance with Attachment B (Contract Charges and Expenses).
Provider Portal	means a departmental information technology system used to manage Recipients and others engaged with the Department.
Recipient	Has the same meaning as SRSS Recipient
Recipient Management Fee	means the fee payable to the SRSS Provider calculated per SRSS Recipient per day for each day the SRSS Provider provides Services to an SRSS Recipient.
Relevant Legislation	means Legislation in force in any jurisdiction where any part of the Services may be carried out.
Rental Bond	a security deposit a tenant pays at the start of a tenancy.
Rental Bond Loan	means a loan provided to the SRSS Recipient by the SRSS Provider on approval from the Department to assist with bond.
Reporting Entity	has the meaning given to this term in the PTR Act.
Reporting Entity Subcontractor	means any person that: (a) is a Reporting Entity; and (b) provides goods or services directly or indirectly to the SRSS Provider for the purposes of the Contract where the value of such goods or services are estimated to exceed \$4,000,000 (GST inclusive). 'Reporting Entity Subcontract' has a corresponding meaning.

TERM	DEFINITION
Request	means a task that requires approval from the Department before goods or services are rendered to the individual.
Request for Tender or RFT	means the Department's Request for Tender No 2071 and any addenda issued to the market.
Residence Determination	means a determination by the Minister under section 197AB of the <i>Migration Act 1958</i> (Cth) that a person can reside at a specified place in the community instead of Held Detention. Sometimes referred to as 'Community Detention'. SRSS Recipients subject to a Residence Determination are free to move about the community but are legally detained.
Risk Management Plan	Means the plan of that name required to be developed, maintained and complied with by the SRSS Provider and approved by the Department.
Statement of Requirements	means Attachment A of this Contract which sets out the Services required to be provided by the SRSS Provider in conjunction with the SRSS Program Procedural Instruction.
School Days	means Monday to Friday inclusive, with the exception of public and school holidays, and pupil-free days.
Schooling Requirement Package	means a package provided to eligible school aged children as described in the SRSS Program Procedural Instruction. It may include school uniforms, books, stationary and school bags.
Security Costs	means the Cost to the SRSS Provider of obtaining location-based physical and/or asset security services, including from Subcontractors, for the SRSS Provider.
Security Framework	means the Department's security framework.
Services	means the services required under this contract.
Specified Personnel	means the personnel specified the Human Resources Management Plan as updated in accordance with the Contract.
SRSS Program Procedural Instruction (PI)	means the document titled "SRSS Operations Manual" or any replacement document developed and updated by the Department (which may be titled the "SRSS Procedural Instruction") which provides guidance and detailed procedures to assist SRSS Providers with the delivery of the SRSS program. The guidance and procedures must be followed by the SRSS Provider.
SRSS Provider	means the entity contracted by the Department to deliver the Services as described in Item 1 of the Contract Details, and includes its Personnel.
SRSS Recipient or Recipient	means a person in receipt of Status Resolution Support Services. The Department determines eligibility for Status Resolution Support Services.
SRSS Recipient Service Fee	means the Contract Charges as set out in, or calculated in accordance with, Attachment B (Contract Charges and Expenses).

TERM	DEFINITION
Statement of Tax Record	means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting an STR .
Status Resolution Support Services (SRSS) or Services	means the Services, Goods, Documentation, Contract Material and other Deliverables that the Department requires from the SRSS Provider, as described in the Contract including the Statement of Requirements and the SRSS Program Procedural Instruction.
Status Resolution Support Services program (SRSS program)	means the program of that name (or such replacement program) managed by the Department under which the Services are provided.
Subcontract	means the contractual or other arrangements with a Subcontractor.
Subcontractor	means a person to whom a person has subcontracted the performance of any part of the Contract in accordance with clause 29 of the Contract, including those person(s) specified at Item 8 of the Contract Details.
Substantive Visa	any Visa other than a Bridging Visa, Criminal Justice Visa or enforcement Visa.
Sufficient Techniques	has the meaning given in section 0.2 of the Web Content Accessibility Guidelines Version 2.1 (available at: https://www.w3.org/TR/WCAG21/).
Supported Accommodation	means Provided Accommodation for SRSS Recipients in Band 2. It includes Carer support, access to a vehicle and paid utilities and groceries as outlined in the Statement of Requirements and detailed in the SRSS Program Procedural Instruction.
Support Recommendation	means the recommendation made by an SRSS Provider regarding an SRSS Recipient (or Case) for ongoing support.
Temporary Visa	means a Visa issued by the Department as a temporary visa under the <i>Migration Act 1958</i> (Cth). Without limiting the definition of temporary safe haven visa, it is a visa which grants permission to an individual to temporarily remain in Australia.
Tender	means the Tender submitted by the SRSS Provider in response to the RFT.
Term	means the Initial Term plus any extension(s) in accordance with clause 4.2 of the Contract.
Third Party Material	means Material in which a third party holds Intellectual Property Rights, and includes any Material specified as such in Attachment E (Material).

TERM	DEFINITION
Transition-Out Services	means the Services described as such in the Statement of Requirements and the SRSS Program Procedural Instruction, including; (a) developing, submitting and complying with the Contract Transition-Out Plan (Bands 2 - 5); (b) assisting an SRSS Recipient to exit a property; (c) referring SRSS Recipients to other SRSS Providers; (d) assisting with Essential Registration; and (e) other Services.
Transitional Accommodation	means Provided Accommodation for Band 4 Recipients. It is available for up to six weeks, with longer periods only where approved by the Department.
Transitional Support	means the short term period of time that Band 4 Recipients are entitled to receive Services through the SRSS program.
Trigger Event	means an event that triggers the ability of the Department to step-in in accordance with clause 54.1 of the Contract.
Unaccompanied Minor (UAM)	means a Minor whom the Department deems to be unaccompanied for the purpose of this Contract.
Valid and Satisfactory Statement of Tax Record	meets the conditions set out in the <i>Shadow economy – increasing the integrity of government procurement connected policy guidelines March 2019</i> available at https://treasury.gov.au/publication/p2019-t369466 .
Visa	has the same meaning that it has in the <i>Migration Act 1958</i> (Cth).
Web Content	Has the same meaning that it has in the Web Content Accessibility Guidelines 2.1 (available at https://www.w3.org/TR/WCAG21/).
Wilful Misconduct	means an act or omission that is taken: (a) intentionally to achieve a wrongful purpose; (b) without legal or factual justification; and (c) in disregard of a known or obvious risk that is so great as to make it highly probable that the harm will outweigh the benefit.
Work Health and Safety Legislation	means: (a) <i>Work Health and Safety Act 2011</i> (Cth); (b) <i>Work Health and Safety Regulations 2011</i> (Cth); and (c) any “corresponding WHS law” within the meaning of section 4 of the <i>Work Health and Safety Act 2011</i> (Cth) and Regulation 6A of the <i>Work Health and Safety Regulations 2011</i> (Cth).

TERM	DEFINITION
Working with Children Check or WWCC	means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

ATTACHMENT J - (OFFICIAL ORDER)**ORDER FOR EXTRA SERVICES**

This Order is issued by:

the **Commonwealth of Australia**

represented by the Department of Home Affairs (ABN 33 380 054 835)

of 6 Chan Street, Belconnen, ACT 2617 (**the Department**)

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 Home Affairs by:

Date

Name

Signature

ATTACHMENT K – (INDIGENOUS PARTICIPATION PLAN)

1. The SRSS Provider will meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy:
 - (a) at the organisation-based level, in which regard at least:
 - (i) Three percentage of the SRSS Provider's full time equivalent Australian-based workforce will be Indigenous Australians over the Initial Term.
2. To meet the mandatory minimum requirements on and from 1 July 2016 for the purposes of the Indigenous Procurement Policy, the SRSS Provider will undertake the following at either / both the contract / organisation level:

LWB will meet the minimum of 3 per cent for organisational based MMR Targets (Employment and Supplier), as outlined in the Indigenous Procurement Policy.

LWB's current rate of Indigenous employment is 5.1%.

LWB's current rate of Indigenous supplier use is: \$605,082 (more than double our RAP target).

LWB intends to meet the mandatory minimum requirements for the IPP through the ongoing delivery of our Stretch RAP and commitment to Indigenous Participation (Employment and Supplier Use).

LWB is committed to increase our Aboriginal and Torres Strait Islander workforce to:

- 5.8% by December 2023.
- 6.0% by December 2024.

Our Aboriginal and Torres Strait Islander Workforce Strategy has five focus areas to achieve this goal:

- Strategy 1 Improve attraction of Aboriginal and Torres Strait Islander talent
- Strategy 2 Develop and improve Induction and Support for Aboriginal and Torres Strait Islander employees
- Strategy 3 Increase retention for Aboriginal and Torres Strait Islander employees
- Strategy 4 Provide opportunities for Career Development for Aboriginal and Torres Strait Islander employees
- Strategy 5 Improve reporting and workforce planning

LWB's success in attracting, recruiting, retaining, and progressing Aboriginal and Torres Strait Islander staff members was recognised in 2019, when we won the Stan Grant Indigenous Employment Award at the Australian Human Resources Institute (AHRI) Awards.

3. The SRSS Provider demonstrates its commitment to Indigenous participation as follows:

LWB actively focuses on employment activities to increase the attraction and recruitment of Aboriginal and Torres Strait Islander peoples employed within our organisation, as well as strategies for retaining, upskilling, and progressing staff into more senior positions. For example, we have created multiple identified roles across the organisation, including:

National Reconciliation Lead - to develop and govern implementation of our RAP and manage relationships with Aboriginal and Torres Strait Islander organisations at a national level and to determine our position on relevant current events and policies

RAP Governance and Engagement Lead, who supports the RAP network and provides input into culturally safe Human Resource policy and process development

Multiple Aboriginal and Torres Strait Islander Reconciliation Leads in each State and Territory, to drive the implementation of our RAP, provide cultural support to local leaders and staff, and build partnerships with external organisations

Multiple Aboriginal and Torres Strait Islander Cultural Support Planners, to ensure Aboriginal and Torres Strait Islander culture and connection is maintained for the children and young people in our care

4. The SRSS Provider will meet the mandatory minimum requirements:
 - i. directly; and/or
 - ii. through subcontracts.

As outlined above, LWB will meet the minimum of 3 per cent for organisational based MMR Targets (Employment and Supplier), as outlined in the Indigenous Procurement Policy.

LWB's current rate of Indigenous employment is 5.1%

5. The SRSS Provider proposes to ensure the Contract will deliver a significant Indigenous employment or Indigenous supplier use outcome in that Remote Area as follows:

To meet our MMR commitments in remote areas, LWB will:

- Communicate our RAP commitments at supplier review meetings, emphasising the need to engage Aboriginal and Torres Strait Islander controlled organisations in those areas
- Attend the Supply Nation's Connect conference and events
- Request respondents to articulate their commitment in their response schedules
- Clearly identify opportunities for Indigenous businesses
- Continue to build relationships with Indigenous businesses
- Require suppliers report on any engagement with majority Indigenous owned business within their supply chain
- Regularly share our success stories about engaging with Indigenous suppliers
- Raise the profile of the Indigenous Procurement Policy
- Promote LWB's commitment to the IPP



OFFICIAL

Jane French
Executive Director – Children Youth and Families
Life Without Barriers

By email: Jane.French@lwb.org.au

Dear Ms French

Notice of change to Departmental Representative

The Department of Home Affairs (the department) is notifying you of a change to the Departmental Representative under the department's Status Resolution Support Services (SRSS) Contract with Life Without Barriers (LWB).

Effective from 16 January 2024 the Departmental Representative at Part 1, Item 3 of the SRSS Contract will be:

	Item/Description	Clause Reference	Details
3.	Departmental Representative(s)		Senior Director Resettlement and Support Programs Branch (or as otherwise advised by the Department) Email: srss.contracts@homeaffairs.gov.au

The department is notifying you of this change as per clause 27.13 of the SRSS Contract, which requires that 'Each Party must Notify the other Party of any change in the address for Notices, or in the identity of the SRSS Provider Representative or Departmental Representative(s) (as applicable).'

As this Notice was sent to you via email, you are deemed to have received this communication on the business day that it was sent (or on the following business day, if sent after 5:00pm).

Yours sincerely

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

David Arnold
Assistant Secretary
Status Resolution Branch

16 January 2024

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