

LIST OF QUESTIONS FOR CAMERON MEAD

[Please include these questions in your witness statement as headings, with your answer to these questions immediately beneath that heading]

1. What is your title and role at Park Royal Hotel?

Hotel Manager

2. What is your relevant employment background and work history?

Employed with PARKROYAL Melbourne Airport for over 8 years and prior to this with Hyatt Hotel Canberra for 6 years, various roles during that period from Operations, Marketing Manager Strategy at Hyatt Hotel Canberra, Revenue Manager for PARKROYAL Melbourne Airport, Director of Revenue of Victoria and my current role as Hotel Manager.

3. To whom do you report?

[REDACTED] – *Cluster General Manager Victoria*

Involvement of Park Royal Hotel in the Hotel Quarantine Program

4. To what extent, prior to the hotel quarantine program, had your hotel (or any entity in its corporate group) provided services to the Victorian government?

General government business from individual travellers as well as group bookings with conferencing attached. Government clients such as Dept of Health, NDIS, Australian Defence Force and Dept of Education.

5. When and how did your hotel or its corporate group first become aware that there was to be a role for hotels in accommodating returned travellers in quarantine?

A request was made on the 24th of March via the Victorian government through Tourism Accommodation Australia Victoria and the Accommodation Association of Australia seeking accommodation guest rooms for returned travellers.

6. When did your hotel enter into an agreement with the Victorian Government to provide services as part of the hotel quarantine program?

As of the 28th of March 2020

7. When was the agreement formalised in writing?

As of the 28th of March 2020

8. Prior to any agreement being reached with the Victorian government, was there any discussion or negotiation regarding –

Not prior to the execution of the agreement on the 28th of March 2020. However, planning session occurred on the 30th of March 2020 with key stakeholders from DJPR, Vic Police, Wilson Security, Melbourne Airport, Dnata and relevant hotel staff. Subsequent to the planning session on the 30th of March another meeting was held on the 3rd of April 2020 with DJPR and MSS Security as the government appointed security provider. Responsibilities were handed over from Wilson's security to MSS as advised by DJPR. This occurred prior to the arrival of returned travellers on the 6th of April 2020.

During the planning discussions the following was communicated by DJPR on the following items:

(a) infection control,

DHHS Team leader was responsible for infection control measures to be implemented as the program was resourced onsite in preparation for returned travellers.

(b) personal protective equipment and

Yes, this was discussed prior to quarantine arrivals, during the planning phase (Monday 30th of March 2020) and the requirement of the hotel needing masks and gloves for PPE which was provided prior to any returned travellers checking in to the hotel.

(c) specialised training for hotel staff who would be involved in the hotel quarantine program?

The head nurse on shift, prior to our first arrival of quarantine guests provided PPE training which was done with all available staff onsite, and continued to do so until all relevant staff had completed the PPE training. PPE training is refreshed and ongoing with all hotel staff with the DHHS - Infection Prevention Team.

9. Was the agreement changed or varied over time? if so, give details.

Variations are as follows:

22nd of April 2020 variation 1

Variations

1. At the end of the Fees section of the Schedule, the following additional sentence is inserted.

“For the first Option Period from 28 April 2020 to 28 May 2020 the Total Fees payable will be \$855,000 (GST inclusive).”

2. At the end of clause 2.1(a) insert the following additional words:

“For the avoidance of doubt, the Department, in its sole and absolute discretion, will nominate the Department’s Nominee;”

3. At the end of clause 2.1(g) insert the following additional words:

“For the avoidance of doubt the Services will include the Supplier providing fresh linen, towels and toiletries (such as soap, shampoo and conditioner) to the Department’s Nominee on request be either the Department and/or the Department’s Nominee;”

4. After clause 2.1(j)(i) insert an additional subclause as follows (and renumber the remaining sub-clause accordingly):

“permitting any representative or contractor of the Department to access the Supplier’s premises for reasons including but not limited to the provision of support and medical care for the Department’s Nominees; and”

5. At the end of clause 2.1(o) insert the following additional words:

“The meals provided to each of the Department’s Nominees must comply with any necessary dietary requirements;”

6. At the end of clause 2.1(q) insert the following additional words:

“except that the Department will contribute the following towards a Department’s Nominee/s personal laundry costs where such costs have actually been incurred:

(i) where a Room is occupied with 1 or 2 people, up to a maximum of \$40.00 (GST inclusive) per occupancy of that Room; and

(ii) where a Room is occupied with more than 2 people, a maximum of \$80.00 (GST inclusive) per occupancy of that Room,

collectively referred to as the Department’s Laundry Contribution.

For the avoidance of doubt, the Supplier will only charge the Department’s Nominee for the cost of their personal laundry minus the Department’s Laundry Contribution.”

7. Insert a new clause 3.2 as follows:

“In addition to the Fees payable under clause 3.1, the Department will reimburse the Supplier for an amount up to the Department’s Laundry Contribution in accordance with clause 2.1(q). Such costs will be payable monthly in arrears upon submission of evidence of costs incurred and a tax invoice, to the satisfaction of the Department.”

22nd of May 2020 variation 2

Variations

1. At the end of the Fees section of the Schedule, the following additional sentence is inserted.

“For the second Option Period from 28 May 2020 to 28 June 2020 the Total Fees payable will be \$883,500 (GST inclusive).”

2. After clause 2.1 insert a new clause 2.1A as follows:

“2.1A Occupation Health and Safety

The Supplier must:

- (a) ensure that safe working standards and practices are implemented at all times and ensure compliance with the requirements of the *Occupational Health and Safety Act 2004* and all relevant regulations, codes, practices and Australian Standards relating to the Services;
- (b) have in place safety systems, policies and procedures for providing and maintaining a safe site and safe services without risks to the health and safety of staff, contractors and other persons;
- (c) upon request, provide an OHS Policy and a Safety Management Plan (SMP) to the Department for their business and services delivery and must incorporate any alterations or modifications as required by the Department.

The OHS policy must include:

- a clear commitment to providing for the health and safety of all employees and other persons who may be affected by the Services; and achieving legal compliance, through effective risk management;
- the means by which that commitment will be met (e.g. risk assessment, safe systems of work, training);
- the respective responsibilities and roles of stakeholders at all levels within and external to the Supplier in ensuring safety; and
- a commitment to continuous improvement and policy review, including a date or time within which the policy will be reviewed.

The SMP will be:

- in accordance with the requirements of the *Occupational Health and Safety Act 2004* and the *Occupational Health and Safety Regulations 2007*; and
 - implemented by the Supplier and re-evaluated on an on-going basis during the Term;
- (d) provide to the Department a written incident report within 24 hours for general incidents or immediately if it is a notifiable incident under the *Occupational Health and Safety Act 2004*;
- (e) cooperate with the Department in any safety investigations and provide the Department with details of their own safety investigations;
- (f) upon request, provide evidence of training provided to their staff and contractors that provides them with the capabilities to perform their role safely;
- (g) provide the Department with details of all identified safety and wellbeing hazards and risks, and the action taken to manage these risks;
- (h) provide a site safety and emergency induction to all personnel working onsite and ensure that evacuation procedures are accessible to the Department and the Department's Nominees;
- (i) immediately report to the Department any unsafe or non-compliant issues that cannot be rectified during routine maintenance; and
- (j) permit the Department and/or the Department's representative to conduct an audit of any aspect of the Supplier's safety performance in accordance with the *Occupational Health and Safety Act 2004* and relevant regulations, codes and standards."

The terms used in this letter have the same meaning as the terms defined in the Agreement.

Subject to the variations specified above, the Agreement will continue in full force and effect.

The variations to the Agreement in this letter are effective from the date the last party signs this letter.

01st of July 2020 variation 3

The parties agree that the Agreement is varied as follows:

Variations

1. Replace the words "Department of Jobs, Precincts and Regions" each time they appear in the Agreement with the words "Department of Health and Human Services".

The terms used in this letter have the same meaning as the terms defined in the Agreement.

Subject to the variations specified above, the Agreement will continue in full force and effect.

Please indicate your agreement to the variations to the Agreement by signing below and returning this letter to [REDACTED] as soon as possible.

The variations to the Agreement in this letter are effective from 1 July 2020.

If you have any queries, please contact [REDACTED] Deputy Commander, Strategy and Planning on [REDACTED] or [REDACTED]@dhhs.vic.gov.au.

23rd of July 2020 variation 4

The parties agree that the Agreement is varied as follows:

Variation

- **Completion Date:** Delete "28 July 2020 (30 nights in total)" and replace with " 28 August 2020 (61 nights in total)".
- **Fees:** Delete "A flat rate of \$150 (GST inclusive) per Room per night (Daily Rate) being a total of \$855,000 (GST inclusive) (Total Fees) for the initial period from the commencement date to the Completion date" and replace with "A flat rate of \$150 (GST inclusive) per Room per night (Daily Rate) being a total of \$1,738,500 (GST inclusive) (Total Fees) for the initial period from the commencement date to the Completion date".

31st of July 2020 variation 5

AGREEMENT FOR THE PROVISION OF ACCOMMODATION

We refer to the Agreement for the Provision of Accommodation between the State of Victoria (**State**) and Success City Pty Ltd (**Supplier**) commencing on 28 June 2020 as varied by letter agreements entered into by the parties with effect from 1 July 2020 and 23 July 2020 (the **Agreement**).

The purpose of this letter is to confirm our agreement in relation to the extension of the Agreement, the State's new administrative arrangements with respect to the Agreement and the variation of a number of the terms under the Agreement.

Unless otherwise defined in this letter, capitalised terms have the meaning given to them in the Agreement.

1 Extension of Agreement

The parties agree to extend the Term of the Agreement such that the new Completion Date under the Agreement will be 4 November 2020. The Agreement is extended on the same terms and conditions, subject to the variations set out in this letter.

2 Administration of Agreement

As you are aware, administrative responsibility for the Agreement moved from the Department of Jobs, Precincts and Regions to the Department of Health and Human Services with effect from 1 July 2020. Further administrative changes mean that, as of 3 August 2020, the Agreement is being administered for the State of Victoria through the Department of Justice and Community Safety (the **Department**). The State of Victoria will continue to be the party to the Agreement although the Agreement will now be administered through the Department.

To reflect this change, the parties agree that the Agreement is varied, on and from 3 August 2020, as follows:

Replace the words 'Department of Health and Human Services' each time they appear in the Agreement (as varied) with the words 'Department of Justice and Community Safety'.

3 General Provisions

The parties agree that the Agreement is varied, on and from 12 August 2020, as follows:

- (a) The number of Rooms to be provided under the Agreement is increased to 276 Rooms and 16 Meeting Rooms.
- (b) The Daily Rate for a Room remains \$150 (GST inclusive) per Room per night and the Total Fees to be paid under the Agreement from 12 August 2020 to 4 November 2020 for the Rooms is \$3,477,600. To avoid doubt, the Total Fees do not include the Department's Laundry Contribution.
- (c) The Daily Rate for a Meeting Room is \$250 (GST inclusive) per Meeting Room per day and the Total Fees to be paid under the Agreement from 12 August 2020 to 4 November 2020 for the Meeting Rooms is \$340,000.
- (d) The Supplier must ensure the Meeting Rooms are available for the exclusive use of the Department, its nominees and representatives for the duration of the Term.
- (e) The Supplier must not permit or allow any other bookings to be made in respect of, or permit any person other than the Department's nominees and representatives to use the Meeting Rooms for the duration of the Term.
- (f) The Supplier's obligations in relation to the provision of the Rooms under the Agreement, including its obligation to provide ancillary services including cleaning services, apply to the provision of the Meeting Rooms, as adjusted for nature of services that would be provided to a user of the Meeting Room.
- (g) The term 'Meeting Room' means a meeting room on level 5 of the Parkroyal Melbourne Airport Hotel.
- (h) To avoid doubt, there are no remaining Options Periods under the Agreement.

The parties further agree that:

- (i) The Supplier will use its best endeavours to make the total number of Rooms and total number of Meeting Rooms specified in paragraph 3(a) of this letter available for the exclusive use of the Department by 5 August 2020.
- (j) If the Supplier notifies the Department before 5 August 2020 in writing that the total number of Rooms and the total number of Meeting Rooms specified in paragraph 3(a) of this letter are available for the exclusive use of the Department in accordance with the Agreement, paragraphs 3(a) to 3(h) of this letter will take effect on and from 5 August 2020, with the Total Fees for the Rooms and the Meeting Rooms to be adjusted accordingly based on the Daily Rate.
- (k) This letter will prevail to the extent of any inconsistency between this letter and the Agreement.
- (l) This letter may be executed in counterparts and all executed counterparts are taken to constitute one document. Delivery of a counterpart of this Agreement by email attachment (pdf) constitutes an effective mode of delivery.
- (m) If the Supplier signs this letter with an electronic signature, it warrants and represents to the State that it has complied with section 6(4) of the *Corporations (Coronavirus Economic Response) Determination (No. 1) 2020* (Cth).
- (n) This letter is governed by the laws of the State of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Victoria

and any courts that may hear appeals from those courts in respect of any proceedings in connection with this letter.

Please indicate your agreement to the terms set out in this letter by signing below and returning this letter to Allan Bezzina as soon as possible.

If you have any queries, please contact Allan Bezzina on 0447 356 102 or allan.bezzina@justice.vic.gov.au.

10. Is the involvement of your hotel in the hotel quarantine program ongoing? If not, state the date of last involvement and the reason why your hotel is no longer involved.

Yes, still ongoing.

Total quarantine guests at your hotel

11. When did the first guests arrive as part of the hotel quarantine program?

06th of April 2020

12. How many guests stayed at your hotel as part of the hotel quarantine program?

1730 guests have stayed as at the end of 31st of July 2020

13. How many guests tested positive for COVID-19?

As far as the hotel is aware there has been 1 case.

14. Were different arrangements in place at your hotel for guests who were positive for COVID-19 or displaying symptoms of COVID-19?

At the start of the returned travellers program, there was half a floor allocated as a "red zone" area for potential positive cases. However, on the 09th of April 2020 it was decided by the government that this "red zone" would be removed and any potential or confirmed cases would be moved to a "red zone hotel". The arrangements for this was that if any guests had tested positive, they were then transferred to the "red zone hotel" via a special medical ambulance team. All affected areas i.e. guest room, corridors, lifts were all bio cleaned to the medical grade outlined by the government prior to any staff movements.

The physical environment of the hotel

15. Please briefly describe the physical layout of your hotel and provide floor plans.

*The hotel guest rooms are made up of 4 floors with a typical layout with a mixture of different room types. Level 5 consisting of 16 meeting rooms of various sizes, as well as a separate gym, pool and sauna including change room facilities. Level 4 is the main hotel reception lobby with the restaurant and bar. **Floor plans attached.***

16. Which areas of your hotel were used as part of the hotel quarantine program? Please indicate these areas on the floor plans that you provide.

- *Level 4 reception and lobby*
- *Level 5 meeting rooms*
- *Levels 6, 7,8 guest rooms*

17. How was each relevant area of your hotel used?

Level 4 used to facilitate arrival and departures for returned travellers, level 5 meeting rooms for support staff I.E nurses, onsite managers, DHHS, AO's, essential groceries. Levels 6, 7,8 guest rooms used to house returned travellers.

18. What were the restrictions and requirements (if any) on people entering and leaving each of those areas?

Level 4 hotel lobby during arrival and departure for returned travellers, only hotel staff and support staff engaged in facilitating those processes with all staff required to be in face masks and gloves as per DHHS direction.

Level 5 support area and meeting rooms, all hotel staff off limits unless for a specific purpose such as attending communication briefings

Level 6-8 quarantine floors, on floor security, nurses and support staff as required to carry out their duties and hotel staff for specific purposes of meal deliveries, waste disposal and any specific requests as required by hotel staff i.e. fresh towels, amenities, linen. All hotel staff strictly prevented from entering guest rooms and required to wear face masks and gloves whenever on these floors.

Communication and information sharing

19. What lines of communication were in place between your hotel and government departments?

For contracting purposes, line of communication was initially with DJPR followed by DHHS followed by DJCS.

Meetings occur daily at 0930am every morning with all key relevant departments in attendance from DHHS, DJCS, nursing staff, spotless cleaning and hotel staff. Briefing covers any upcoming requirements, process reviews and feedback.

20. What information did you receive about the persons being quarantined at your hotel?

Information received by the hotel was a flight manifest of returned travellers which includes names, gender, ages, flight carrier number, flight arrival time and guests which were transiting on to another country. Upon arrival and check in, we then received a copy of a passport and dietary requirements.

21. How did you receive that information?

Excel document which was emailed from the accommodation team within the government allocating flights to hotels.

In regards to passport and dietary requirements this was in person with the guests at check in.

22. What reports were you required to make to government departments about the persons being quarantined at your hotel?

A report is sent daily which outlines guests in house as part of the quarantine program, which includes arrival and departure dates and room numbers.

Direction and Decision Making

23. Who was/is your contact(s) at the Department of Health and Human Services?

Contracting point of view, was [REDACTED] – Deputy Commander, Strategy and Planning, Operation Soteria.

Various onsite DHHS Team leaders over 4 and half months. Names not recorded.

24. What directions and requests have been given to you by Department of Health and Human Services, in relation to the quarantine program, and specifically by whom in the Department of Health and Human Services were those directions and/or requests made?

All hotel requests (room moves due to maintenance issues) or feedback regarding meals (dietary changes) have come through via the DHHS Team Leader on site.

25. Did the directions and requests given to you by Department of Health and Human Services change over time? If so, please provide details.

No change.

26. Who was/is your contact(s) at Department of Jobs Precincts and Regions?

For contract and billing purposes:

Unni Menon – Executive Director, DJPR and [REDACTED] – DJPR

Onsite DJPR site managers:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

27. What directions and requests were given to you by the Department of Jobs Precincts and Regions, in relation to the hotel quarantine program, and specifically by whom in the Department of Jobs, Precincts and Regions were those directions and/or requests made?

DJPR onsite managers, would advise on details for upcoming flights to the hotel and assist with the arrival process, they would also liaise with the hotel in terms of any requirements i.e. updates to processes such as Menu Log being an approved food delivery provider and fresh air walks in conjunction with DHHS, they ensured hotel had sufficient PPE to meet requirements should the hotel supplies be running low. The onsite managers would also approve any additional costs that may occur.

28. Did the directions and requests given to you by the Department of Jobs Precincts and Regions changed over time? If so, please provide details.

None

29. Were directions, information or requests given to you by any other government department or agency? If so, please provide details.

As of the 1st of July 2020, DJCS have taken over control of the hotel from a security stand point, along with Alfred Health taking over all nursing responsibility and infection control. At the time of providing this response no changes or updates to processes have been requested or directed to the hotel in relation to security. Alfred Health have directed that hotel reception staff are not required to use gloves during check in process, however must maintain masks and hand sanitizing along with regular hand washing.

Involvement of Hotel Staff

30. Who of your staff have been involved in the quarantine program?

Cluster General Manager, Hotel Manager, front desk staff, food and beverage attendants, chef's, engineering and housekeeping.

31. What were the roles and responsibilities of staff involved in the quarantine program?

Cluster General Manager – signing of contracts

Hotel Manager – management of day to day operations and ensuring compliance of contractual obligations.

Front Desk Staff – Facilitating check in and check out processes – assigning room numbers, collection of dietary requirements, checking guests out of the hotel property management system.

Food and beverage attendants – delivery of meals to returned travellers 3 times a day as per contractual arrangement.

Chefs – preparation of meals for the returned travellers 3 times a day as per contractual arrangement.

Engineering – ensuring maintenance of the building and monitoring of key plant systems i.e. hot water, air conditioning systems.

Housekeeping – cleaning rooms once guests have finished their mandatory 14-day quarantine, facilitating guest requests for linen, towels, amenities, disposal of waste as per contractual arrangement.

32. As far as you are aware, have any hotel staff involved in the quarantine program tested positive for COVID-19?

No

33. To your knowledge, were any hotel staff rostered to work at quarantine hotels also working at other locations?

No

Training and Supervision

34. What (if any) training was provided to your staff by any government department regarding COVID-19 and how to work in a safe manner?

Nursing staff conducted PPE training with all staff, and continue to provide refresh training on PPE. All hotel staff have completed the Australian Government Department of Health training on Infection Control Training – COVID 19 and all managers have completed the Victorian State Government course on Operating a hospitality business in a COVID-19 environment.

35. What (if any) training was provided to your staff by your organisation regarding COVID-19 and how to work in a safe manner?

All hotel staff have completed the Australian Government Department of Health training on Infection Control Training – COVID 19 and all managers have completed the Victorian State Government course on Operating a hospitality business in a COVID-19 environment. Hotel took direction from the two programs above as well as the authoritative advice from the DHHS onsite team leaders.

36. What onsite supervision was in place for your staff at your hotel, in relation to the hotel quarantine program?

Hotel Management including Hotel Manager, Managers on Duty, Director of F&B and Executive Chef, Rooms Division Manager and Front Office Manager, supervisors across the various departments within the hotel. Management presence 24hours, 7 days a week.

Personal protective equipment (PPE)

37. What PPE (if any) was provided by your organisation for hotel staff to use?

3 ply surgical masks, disposable gloves, hand sanitizers located throughout the hotel

38. What PPE (if any) was provided to hotel staff by any government department?

3 ply surgical masks, disposable gloves,

39. Were hotel staff at any time required to provide their own PPE?

No

40. What directions (if any) did your organisation give to your staff about when to use PPE?

Hotel policy states that masks and gloves are to be worn at all times on quarantine floors housing returned travellers. Hotel Policy states in main reception lobby during arrival and departure process for returned travellers, that all staff must wear masks and gloves. As per stage 4 restrictions all staff must be in face masks.

41. What training (if any) was given to hotel staff regarding the correct use of PPE? Who provided that training?

Training on the correct use on putting on and removal and disposal of PPE done by the nursing team – Infection prevention team.

42. Did your organisation at any time experience a shortage of PPE? If so, how was that shortage managed?

No

43. Was your organisation ever asked to provide PPE to anyone other than hotel staff? If so, please provide details?

No

Complaints and concerns

44. Who was responsible for identifying and addressing health and safety risks to hotel staff arising from the quarantine program?

The hotels workplace health and safety committee and department managers.

45. What risks were identified and when were they identified? What was done (if anything) to mitigate those risks? In your opinion, were those measures adequate and effective?

Risk assessment and subsequent hotel policies and procedures were formulated specifically around interaction with guests, meal deliveries and any and all requirements where by staff members had to attend to quarantine guest floors. These were identified and initiated prior to the commencement of the quarantine program. They have been updated in conjunction with government guidelines and restrictions. In the hotel's opinion these measures have been adequate and effective.

46. Who was responsible for identifying and acting on complaints or concerns regarding work conditions for hotel staff in relation to the quarantine program?

General hotel and departmental management.

47. What complaints and concerns (if any) were raised? In relation to any complaints and concerns:

Nothing raised.

- (a) what were the details including dates;
- (b) how was the complaint or concern dealt with; and
- (c) what was the outcome?

48. Did you or your organisation identify or receive notice of poor or unacceptable conduct by any person in connection with the hotel quarantine program? [Without limiting the generality of this question, it includes hotel staff, contracted cleaning, catering and security personnel, authorised officers and government departmental personnel]

None.

49. If so:

- (a) what were the details including when notifications were made;
- (b) how were those issues dealt with; and
- (c) what was the outcome?

Additional information

50. If you wish to include any additional information in your witness statement, please set it out below.

None.