

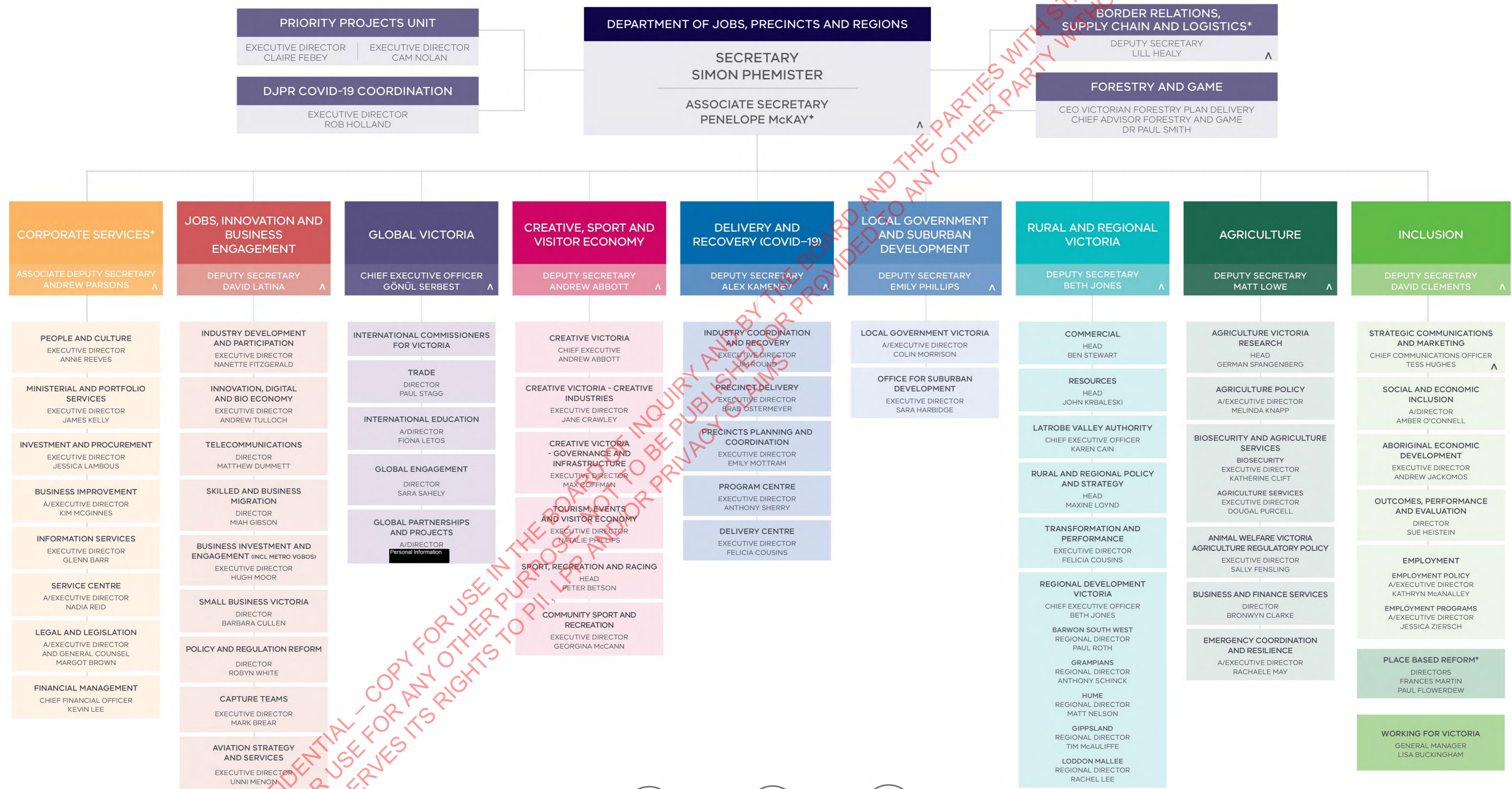
DEPARTMENT OF JOBS, PRECINCTS AND REGIONS – INTERIM ORGANISATIONAL CHART

UPDATED 24 JULY 2020

Our DJPR Story

Here at the Department of Jobs, Precincts and Regions, we're firmly focused on growing our state's economy and ensuring it benefits all Victorians – by creating more jobs for more people, building thriving places and regions, and supporting inclusive communities.

MINISTER MARTIN PAKULA Minister for Industry Support and Recovery Minister for Business Precincts Minister for Trade Minister for Tourism, Sport and Major Events Minister for Racing [DJPR Co-ordinating Minister]	MINISTER JAALA PULFORD Minister for Employment Minister for Innovation, Medical Research and the Digital Economy Minister for Small Business	MINISTER JACLYN SYMES Minister for Agriculture Minister for Resources Minister for Regional Development [Minister for Cross Border Coordination]	MINISTER SHAUN LEANE Minister for Suburban Development Minister for Local Government	MINISTER MARTIN FOLEY Minister for Creative Industries	MINISTER ROS SPENCE Minister for Community Sport
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Accountability Integrity Respect
Our values underpin everything we do.

^ DJPR Executive Board Members
 * Penelope McKay is Associate Secretary and also Deputy Secretary for Corporate Services
 * Lill Healy leads Border Relations, Supply Chain and Logistics, Climate Change in Industry Transition, Place Based Reform

Department of Jobs, Precincts and Regions

Procurement Policy

Version 1.0

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Revision History

Version	Effective Date	Published Location	Review Date	Policy Owner /Branch	Version Notes	Approved By
1.0	17 April 2019	DJPR Intranet: https://intranet.djpr.vic.gov.au/policies-forms-and-templates/procurement-policy	N/A	Executive Director of Finance and Procurement / Finance and Procurement	DJPR Procurement Policy has been created based on the previous DEDJTR Policy Version 2.4.	Secretary

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Procurement Policy

Procurement Policy

The people of Victoria expect the public sector to act with integrity, accountability, ethics and transparency in performing all aspects of its roles. Given the significant volume and value of the outlays involved and the impact of procurement on the delivery of government programs and services to the community, it is vital that public sector procurement is conducted well.

This Procurement Policy (the Policy) sets out the fundamental rules, behaviours and standards applicable to procurement activity within the Department of Jobs, Precincts and Regions (DJPR/the department).

Procurement can be defined as the acquisition, whether under formal contract or otherwise, of goods and/or services from third parties.

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Procurement Policy

1. Policy Statement

This Policy is fully compliant with the supply policies of the Victorian Government Purchasing Board (VGPB) which governs the procurement lifecycle of non-construction goods and services across all Victorian Government departments, including DJPR.

The VGPB procurement principles underpin this Policy to ensure all public procurement (procurement) is undertaken with the highest standards of integrity, ethics, probity and financial prudence, achieves value for money, and protects the department's reputation.

All departmental procurement activities, regardless of the value, are to be conducted in a manner consistent with the mandatory minimum requirements contained in this Policy.

This Policy is applicable to all staff of DJPR. For the purposes of this Policy, staff is a person employed under the *Public Administration Act 2004* or is a consultant or a contractor to the department or Statutory Appointment or Administrative Offices. Contractors from labour hire companies are subject to the same conditions as DJPR employees.

The onus is on all staff involved in the procurement of goods and/or services and the associated Financial Delegates to understand, and correctly apply the Policy across all procurements within their control. Advice should be sought from the Strategic Procurement Unit on any areas of procurement where a Business Unit proposes to deviate from this Policy or requires assistance to manage the procurement.

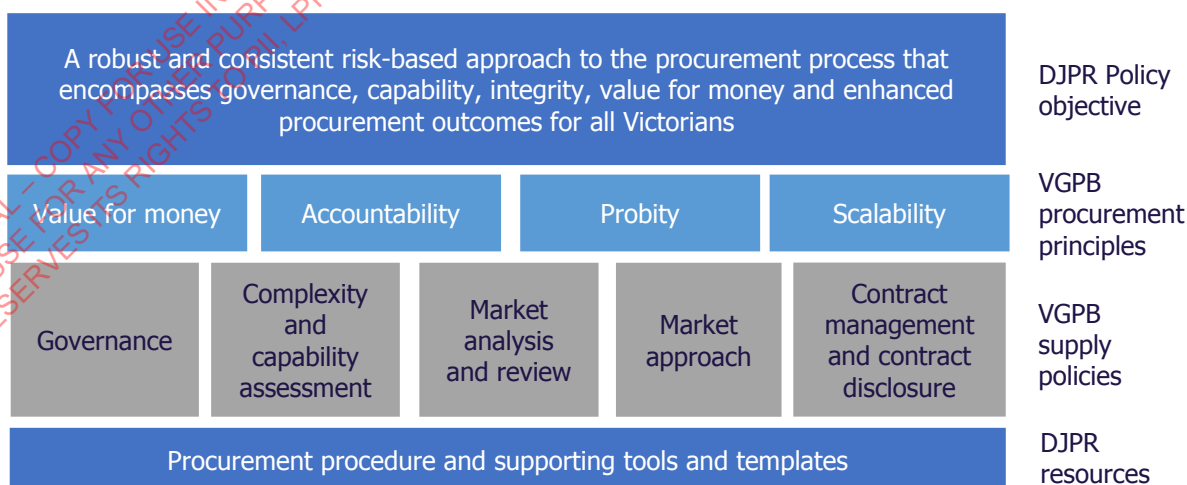
All staff involved in procuring goods and/or services should understand how best to manage the procurement process, analyse, and engage the market, and ensure that the procurement activity is managed by an appropriately skilled person with procurement capability. Alternatively, they should seek advice from the Strategic Procurement Unit prior to commencing the procurement process.

This Policy requires staff, as representatives of the department, to conduct themselves in a manner that complies with the VPS Code of Conduct and the Public-Sector Values as specified in the *Public Administration Act 2004*.

Failure to comply with this Policy may result in disciplinary action in accordance with local law and/or internal procedure, up to and including termination of employment or contract for services.

This Policy, in conjunction with its accompanying procedure document, and supporting tools and templates (located on the DJPR intranet), will assist staff to procure goods and services in accordance with Victorian Government requirements.

Figure 1: DJPR procurement policy basis



Procurement Policy

1.1. Scope

This Policy covers purchasing and procurement of **non-construction goods and services** by DJPR staff and staff within Statutory Appointments and Administrative Offices. This includes third-party procurements, where DJPR procures on behalf of another entity.

This Policy covers State Purchasing Contracts (SPCs) and Sole Entity Purchasing Contracts (SEPCs), as described in Section 5 of this Policy.

This Policy **does not cover**:

- non-procurement activities (e.g. grants, sponsorships) except where they involve procurement activities.
- intra-government transactions or where another agency procures goods and services on the department's behalf. In this situation the appropriate Financial Delegate is responsible for ensuring value for money.
- Collaborative Research Agreements where the following criteria are satisfied:
 - i. The collaborator is named by the funding agency in writing, either in the Head Agreement, or in a letter from the funding agency Program Manager or Director approving the subcontract;
 - ii. The collaborator is contributing intellectual property and/or resources and/or financially to the project;
 - iii. The payments made to the collaborator are externally funded by the funding agency."
- procurement of building and construction 'works' and 'construction related' expenditure that fall under Ministerial Directions made under the *Project Development and Construction Management Act 1994* (PDCM Act). The Ministerial Directions and Instructions for public construction prescribe principles and procedures that Victorian government departments and public bodies must follow when they procure public construction works and services. These Ministerial Directions are supported by:
 - i. mandatory Instructions for Public Construction in Victoria (effective 1 July 2018),
 - ii. non-mandatory Guidance for Public Construction in Victoria (effective 1 July 2018).

'Construction related' procurement above \$250,000 (GST Inclusive) **must** be referred to the Strategic Procurement Unit for advice and noting.

1.2. Objective

The objective of this Policy is to ensure that the department's procurement procedures are efficient, clearly defined, maximise value for money and do so in accordance with legislation, VGPB Supply Policies and best-practice governance principles.

1.3. Compliance

Accountability for compliance rests with the:

- Secretary as the Accountable Officer for the department as a whole
- Deputy Secretary for their Groups
- Financial Delegate for the specific procurement activity relating to them exercising their financial delegation.

The Strategic Procurement Unit will manage Policy compliance by:

- Generating and issuing compliance reports to Deputy Secretaries and the Executive Board
- Addressing any non-compliance issues raised by an audit
- Developing recommendations for each Business Unit and the department as a whole, that if implemented will improve compliance.

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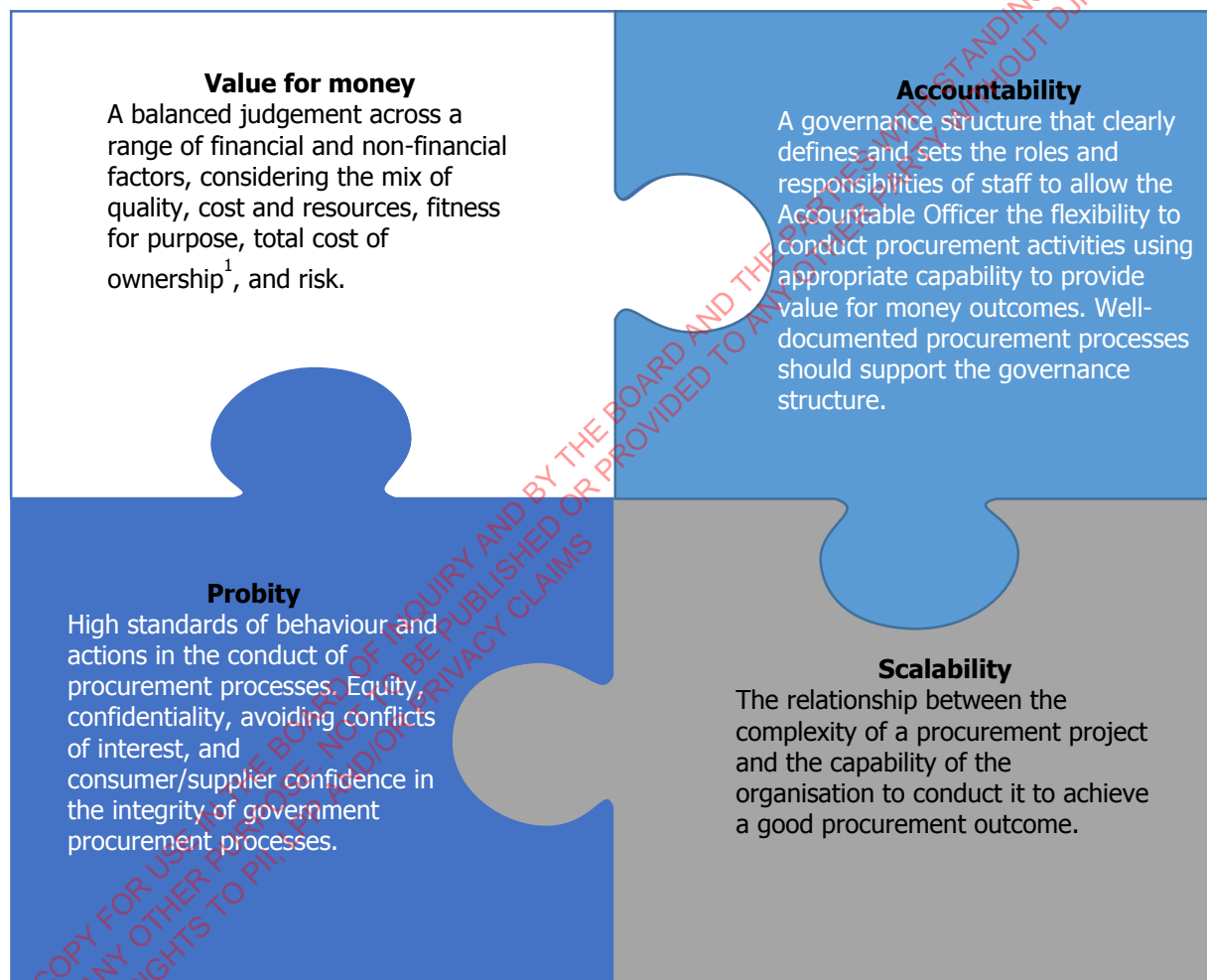
In the event of serious and/or repeated instances of non-compliance, the relevant Deputy Secretary will be notified, and if required the matter will be escalated to the Secretary.

The department procurement governance model is outlined in Appendix A1.1 to this Policy.

2. Procurement Principles

When applying the procurement policies, the department **must** ensure that all procurement activities meet the following principles, as set by VGPB, which are mandatory throughout all stages of the procurement process.

Figure 2: Procurement principles



¹ For goods this includes the acquisition costs, maintenance and net cost of disposal. For services it includes the transitioning in, contract period and transitioning out phases of the contractual relationship.

3. Procurement Process and Approvals

3.1. Procurement Process

The department has adopted a four-stage approach to the procurement lifecycle, from identifying procurement needs through to contract award and management, as shown in Figure 3.

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Figure 3: Procurement lifecycle stages



While department staff conduct procurement activity on behalf of the State, decisions to spend relevant monies within the overall procurement lifecycle **must** be approved by those that have been delegated authority by the Accountable Officer within delegation thresholds prior to the acquisition of goods and/or the commencement of services.

This Policy adopts an agile approach to procurement requirements and approvals in line with the VGPB principles, to ensure that the approval process and the approach to market are adequate but without being unduly onerous. Approvals are required for three types of procurement activities, as follows:

New procurement - Approval to procure goods/services, including DJPR entering into a new contract with a supplier.

Exemption - Approval to procure new goods/services in a way that differs from the prescribed market approach.

Contract variation - Approval to vary the price and/or scope of an existing agreement with a supplier.

Within each of these three procurement types, approval is required at key points by those that have been delegated authority by the Accountable Officer, to confirm the procurement is in accordance with this Policy. Table 1 lists the approvals that are to be obtained for procurement activity, noting that an exemption may be sought from the prescribed market approach.

Table 1: Approval requirements

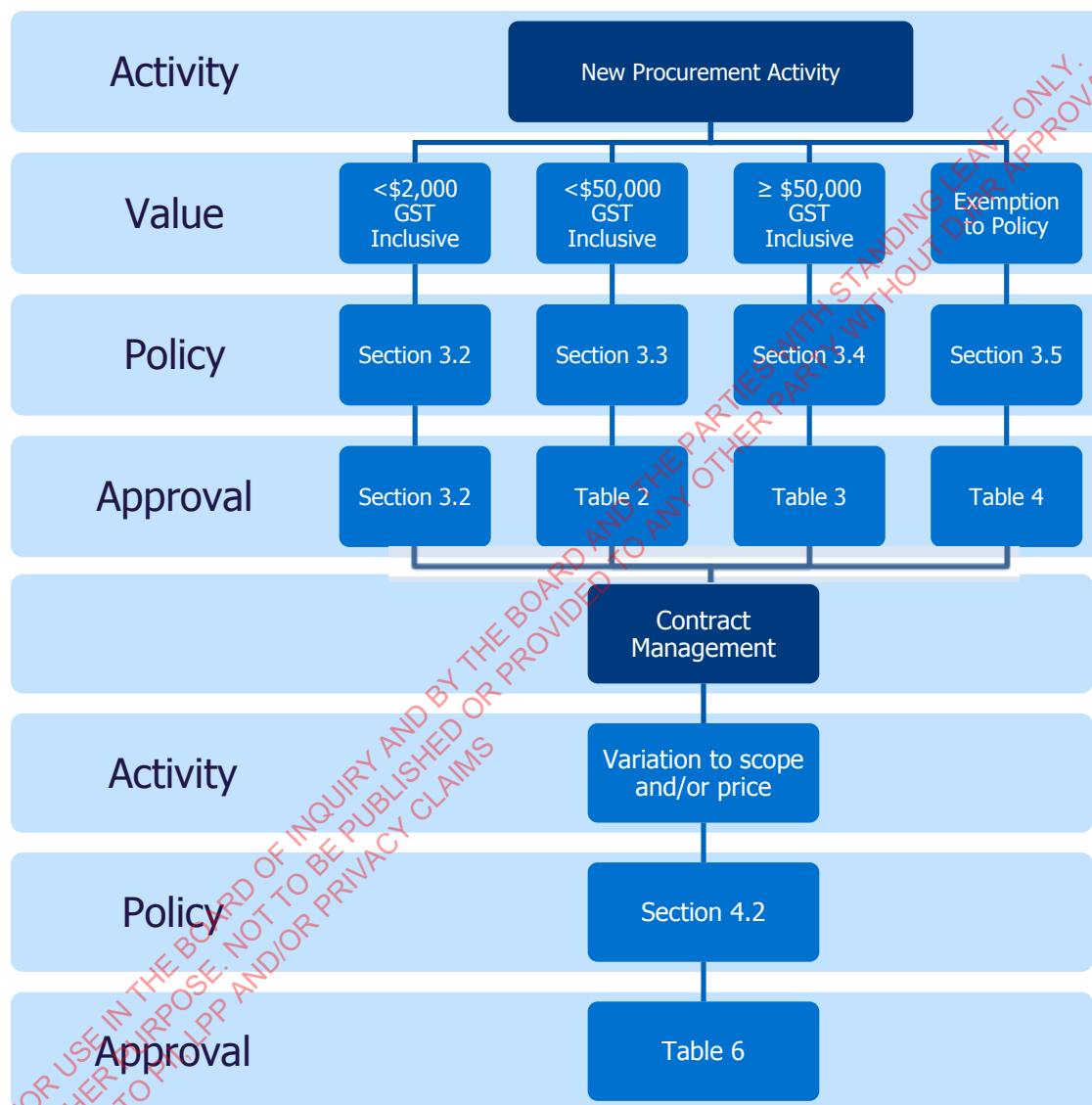
Procurement stage	Required approvals – standard process	Required approvals – exemption process
A. Plan Procurement	Approval brief: Market Engagement Strategy	Approval brief: Exemption from procurement process requirements
B. Invitation & Tender	N/A	N/A
C. Evaluate, Negotiate, Recommend and Award	Approval brief: Supplier Engagement	N/A
D. Contract Management	Approval brief: Contract Variation	

The approvals process is also applicable to State Purchasing Contracts (SPCs) and Sole Entity Purchasing Contracts (SEPCs), except those related to Legal Services or Staffing Services. In the case of external Legal Services or Staffing Services, approvals are undertaken in accordance with the rules of the associated SPC and in consultation with either the Legal and Legislation Unit or People and Workplace Services, as appropriate.

Figure 4 illustrates the Policy framework and the required procurement approvals, based on the activity and contract value.

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Figure 4: Procurement approvals framework



Non-Standard Procurement Activities	Policy Section
Overseas Victorian Government Business Offices	Section 10

3.1.1 Order Splitting

“Order Splitting” is purchasing a good/service in instalments or individually purchasing the components of a single good/service with a view to reducing the total estimated value of the procured goods/services, and therefore avoiding the prescribed requirements of a procurement process.

“Order splitting” **must not** be undertaken. The estimate of the total procurement value is to reflect the contract value over the full contract period, including other costs that may be incurred in the procurement of the goods and/or services.

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Example

The scope of a service provider, intended to be engaged to perform a specific function, is split into multiple orders, to reduce the value of each order below applicable thresholds for a competitive procurement process.

This constitutes "order splitting" and **must not** be undertaken.

3.2. Purchases below \$2,000

For one off purchases below \$2,000 (GST inclusive), the purchase may be conducted in 4 ways:

- Purchases made using a Purchasing Card (P-Card), in line with the DJPR P-Card Policy
- A Purchase Order, which **must** be approved by the appropriate Financial Delegate in advance of the purchase of goods or services
- Agriculture Victoria staff may directly pay invoices up to a value of up to \$200 (GST inclusive) for specified activity
- Where a P-Card or Purchase Order is not available, if appropriate, staff may use the Expense Reimbursement process or petty cash as appropriate.

3.3. Procurement below \$50,000 (GST inclusive)

For procurements below \$50,000 (GST inclusive) a minimum of one written quotation **must** be received. It is the responsibility of the staff involved in the procurement and the Financial Delegate to assess if a competitive procurement process is more appropriate, specifically considering the value for money objective.

Approval is provided by the Financial Delegate within the applicable Business Unit. In the case of approval being sought from within Business Units, the requestor of the goods or services cannot be the same person as the approver, to adhere to separation of duties requirements.

Approvals Framework: Below \$50,000 (GST inclusive)

Table 2 outlines the required approvals for each procurement stage of a procurement activity below \$50,000(GST inclusive).

Table 2: New Procurements below \$50,000

Cumulative contract value (GST inclusive)	Procurement Process	Procurement lifecycle stage and approval point		
		Stage A. Plan procurement	Stage B. Invitation to supply process	Stage C. Evaluate, Negotiate, Recommend and Award
		Approval brief: Market Engagement Strategy	N/A	Approval brief: Supplier engagement
Below \$50,000	Obtain a minimum of one written quote	N/A	N/A	Business Unit (Financial Delegate)

3.4. Procurement \$50,000 (GST inclusive) and above

For all procurements of \$50,000 (GST inclusive) and above, the approval route is determined by the Procurement Approvals Framework set out in Table 3 and is also applicable to multi-supplier State Purchase Contracts (as per Section 5).

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Table 3: Approvals Framework

Cumulative contract value (GST inclusive)	Procurement Process	Procurement lifecycle stage and approval point		
		Stage A. Plan procurement	Stage B. Invitation to supply	Stage C. Evaluate, Negotiate, Recommend and Award
		Approval brief: Market Engagement Strategy	N/A	Approval brief: Supplier engagement
\$50,000 to \$249,999	Obtain a minimum of three written quotes	Business Unit (Financial Delegate)	N/A	Business Unit (Financial Delegate)
\$250,000 and above	Selective or Open Public Tender, or RFT / RFQ	Executive Director of Finance and Procurement ²	N/A	Executive Director of Finance and Procurement ^{1 2}

¹ Approval may be delegated by the Executive Director of Finance and Procurement to the Business Unit (Financial Delegate)

² The Executive Director of Finance and Procurement may seek expert advice in relation to any procurement in the exercise of the Executive Director of Finance and Procurement's duties

Where approval is required within the Business Unit, this may only be provided by the relevant Financial Delegate. The Financial Delegate **must** also confirm that the procurement has been fully undertaken in line with the Policy.

Approval processes involving the Executive Director of Finance and Procurement will require the responsible project manager to liaise with the relevant Procurement Specialist within the Strategic Procurement Unit who will guide them through the approval process.

3.5. Exemptions

Although an appropriate competitive procurement process best supports the department's procurement principles, there may be occasions when this approach cannot be adopted, or, if adopted will be (or is highly likely to be) inappropriate, unfeasible or unduly prohibitive. In such circumstances, an exemption from the prescribed market approach could be considered.

The responsible Project Manager (and all subsequent approvers) **must** be satisfied that the exemption is justified and not for the purposes of:

- avoiding the procurement process
- avoiding public scrutiny of government process
- masking poor planning, including insufficient time allowed to engage the market.

3.5.1 Exemptions – Grounds For

Proposed exemptions following the prescribed market approach will be assessed on a case-by-case basis and will consider a number of relevant factors. The list (non-exhaustive) below outlines possible factors that may be considered as part of an exemption request.

- A demonstrated **absence of competition (e.g. Sole Supplier)**. Market analysis must show there is no other supplier capable of providing the goods or services
- Goods and/or services that are intended either as **replacements for, or extensions to, existing assets** (including ICT hardware and software) in circumstances where a change in supplier would necessitate the procurement of goods and/or services that do not meet interoperability or interchangeability requirements
- To procure a good and/or service prototype intended for a **limited trial**, providing that this would not give an advantage to the supplier of the prototype in a future

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related procurement, and/or the absence of competition in the supply of the prototype would not have the potential to limit future competition in a related procurement

- Where a good and/or service is formed during and for a specific contract pertaining to **research, studies, experiments, or other original developments**
- Goods purchased on a **commodity market**, or for purchases made under **advantageous conditions**, including unsolicited innovative proposals
- **Matters of urgency**, including the protection of human, animal and/or plant life, as a consequence of an unforeseen event or occurrence. This criterion does not accommodate procurement processes for which adequate timing has not been allowed and is separate to the Critical Incident Procurement Process.
- **Exceptional circumstances**, as determined and approved by a Minister or the Accountable Officer.

All proposed exemptions from procurement process requirements (other than the automatic exemptions defined in 3.5.2 below) **must** be requested and approved in accordance with Table 4.

Table 4: Approvals to an exemption from the prescribed market approach

Contract Value (GST Inclusive)	Approver
Below \$50,000	Not applicable – Engaging in a competitive procurement process is not mandatory for procurements below \$50,000 (GST inclusive).
\$50,000 to \$249,999	Financial Delegate
\$250,000 and above	Endorsed by the Executive Director of Finance and Procurement prior to approval by the Secretary.

In addition to the approval by the Financial Delegate, it is reco

mmended that each DJPR Group nominates an Executive Officer to review all exemption requests (between \$50,000 and \$249,999) on behalf of their Group, prior to approval by the Financial Delegate.

The department's Contract Management System record that will subsequently be created must also show that the procurement approach used was an exemption.

3.5.2 Exemptions – Automatic Grounds

A small number of circumstances, and goods and services types, qualify for automatic exemption from adopting the prescribed market approach. The following list of procurement activities do not require approval of an exemption from procurement process requirements as per Section 3.5.1. The Financial Delegate from the relevant Business Unit can approve the Exemption Brief for transactions under the following categories, regardless of the value of the procurement:

- **Critical incidents** as referred to in Section 11 of this Policy
- Expenditure on goods or services by overseas **Victorian Government Business Offices**, as referred to in Section 10 of this Policy
- Purchasing of goods and services from an established **State Purchase Contract (SPC) or Sole Entity Purchase Contract (SEPC) that is a single supplier**

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contract (for example, Stationery and Workplace Consumables), as per Section 5.1 of this Policy

- Unit Expenditure on **print subscriptions and electronic subscriptions**, such as journals, newspapers, and the use of subscription credit information services
- Expenditure on attendance fees for **conferences and seminars**
- Hosting of **conferences or events** and related spend at **Government** venues (e.g. The State Library of Victoria, Federation Square, The Arts Centre, etc)
- Expenditure to secure **stall/display space** at exhibitions or conventions
- Engagement of **board member** appointments
- Spend on **corporate memberships** of professional bodies. This does not include personal professional memberships where the benefits accrue to the individual rather than to DJPR
- For assets acquired prior to the start date of this Policy, expenditure on maintenance where there is a sole supplier of a proprietary product. Where the asset has been acquired after the start date of the policy, the whole of life maintenance and consumables for the asset **must** be considered in the procurement of the asset.

3.5.3 Exemptions – Mandatory State Purchase Contracts

- If a mandatory State Purchase Contract exists for particular goods or services, then this must be used (for all contract values) unless an SPC exemption has been approved by the Executive Director of Finance and Procurement and the relevant SPC category manager (within the SPC lead department).
- The SPC exemption process requires the Project Manager to put forward their rationale for the exemption to a member of the Strategic Procurement Unit, by email. If supported by the Executive Director of Finance and Procurement, the Strategic Procurement Unit will then submit the exemption request to the SPC lead department and advise the Project Manager of the outcome.
- The Strategic Procurement Unit will keep a central record of all SPC exemption requests, including the outcome. The business area must ensure that within the contract record created in the Contract Management System, the "SPC Exemption" option is selected within the "Pre-qualified or Panel Supplier" field.

3.6. Post Tender Negotiations

Post tender negotiations are an acceptable and important step in achieving and demonstrating value for money. Negotiations may be in relation to cost, service quality, risks, and innovation.

For high value, above \$1Million (GST Inclusive) procurements, the Strategic Procurement Unit must be consulted, and a Procurement Specialist within the Strategic Procurement Unit may lead the development of a negotiation strategy that aligns with the overarching strategy outlined in the Evaluation Plan.

For lower value procurements, the Strategic Procurement Unit can be requested to provide negotiation support as required.

4 Contract Management & Disclosure

4.1. Contract Management Approach

Contract Management (post contract award) is the effective and efficient management of all activities during the contract period. It is essential for maximising financial and operational performance, minimising risk, and ensuring value for money is achieved.

Contract Managers are responsible for all aspects of contract management for their assigned contracts (post contract award), including:

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- creating a compliant contract record within the Contract Management System, and maintaining that record
- managing the Supplier's and DJPR's respective performance of their contractual obligations
- meeting contract disclosure requirements, in conjunction with the Strategic Procurement Unit
- escalating material supplier performance issues and/or disputes to the relevant Procurement Specialist within the Strategic Procurement Unit, the Legal and Legislation Unit and their Financial Delegate.

In line with VGPB requirements, the department requires that contracts are managed in a manner which:

- is commensurate with the criticality of the goods and/or services provided under the contract
- considers the balance between the potential value for money that can be achieved through contract management versus the effort required.

Except for purchases less than \$2,000 (GST inclusive) , all contracts **must** be registered in the department's Contract Management System within 30 days of the award of contract.

For all procurements that establish a contractual commitment of greater than one year and value above \$250,000, the Contract Manager **must** ensure that a Contract Management Plan is prepared.

4.2. Contract Disclosure

The department will disclose individual procurement contracts in accordance with VGPB Policy requirements. VGPB's policy has a mandatory requirement for contracts with total estimated value equal to or exceeding \$100,000 (GST inclusive) to have summary details disclosed on the Contracts Publishing System within 60 days of contract award.

Accordingly, this Policy requires that contract details **must** be recorded on the DJPR Contract Management System and the Contract Publishing System as soon as practicable after contract award. The nominated Contract Manager (post initial contract award) is responsible for the recording into the DJPR Contract Management System and the Strategic Procurement Unit will then upload the details into the Contract Publishing System.

Each individual variation, or variations with a cumulative value exceeding \$100,000 (GST inclusive) **must** be disclosed on the Contract Publishing System against the contract to which the variation relates.

Contracts greater than \$10 million (GST inclusive) **must** be fully disclosed. Only trade secrets or genuinely confidential business information will be withheld from voluntary disclosure, along with material which if disclosed would seriously harm the public interest. The department will be guided by the criteria established by the *Freedom of Information Act 1982*.

4.3. Contract Variations

A variation to a contract **must** be agreed between both parties to the contract via formal legal documentation. The Contract Manager must ensure that the appropriate approvals are attained prior to any variation being conducted, and that relevant records of supporting documentation are maintained once the variation is finalised.

In requesting approval of a variation, Contract Managers **must** adequately consider advice from the Legal and Legislation Branch prior to proposing any amendments to the terms and conditions of the contract.

Variations must not:

- be used to mask poor performance, poor planning or serious underlying problems (albeit these concerns may give rise to the need for variations)
- be requested primarily to avoid a competitive process.

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There are three types of contract variation, detailed in Table 5: Contract Variation Types.

Table 5: Contract Variation Types

Variations to Scope	Variation to Price	Variation to Time Only (non-price)
<p>Changes to contractual arrangements that impact the scope may include variations to the quantity or nature of the deliverables and can potentially impact the overall viability of the original contract. All requests for variations to the originally approved scope must:</p> <ul style="list-style-type: none"> ○ not significantly change the contract requirements and/or substantial parts of the original transaction ○ consider the costs and risks of retendering or supplementary tendering versus the costs and risks of continuing to use the existing supplier. <p>Significant variations to the original scope must be approved in accordance with Table 6 prior to any commitment to vary the agreement, regardless of any change in price.</p>	<p>All contract variations that require an increase to the approved total contract value must seek approval based on the cumulative contract value (original approved spend plus the value of all approved and proposed variations) in accordance with Table 6.</p>	<p>Time-only variations relate to a change of the contract expiry date, where no additional expenditure is required. These variations are contract management related and no procurement approvals are required. The varied contract must still satisfy the core procurement principles and must not change the scope of the contract.</p> <p>Requests for time-only variations should not be sought to bring forward scope from a future stage of a project (or introduce new scope) that was not approved under the original procurement.</p>

4.3.1 Approval Framework: Contract Variations

All contract variations **must** be approved in accordance with Table 6 prior to any commitment to vary the agreement. All approvals **must** first obtain the approval of the relevant Financial Delegate within the Business Unit.

Table 6: Variation Approvals

Cumulative Contract Value (GST inclusive)	Approval
Below \$250,000	Business Unit (Financial Delegate)
\$250,000 and above	Executive Director of Finance and Procurement

¹ if the Executive Director of Finance and Procurement is not satisfied with the merits of the variation request, the Executive Director of Finance and Procurement may escalate the request to the Secretary.

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5 Whole of Government Panels and Standard Contracts

5.1. State Government purchasing arrangements

DJPR is currently a signatory to a number of State Purchase Contracts (SPCs), which are panel arrangements or standing offer agreements for Victorian Government common use goods and services.

Individual departments can also be the lead entity for the procurement of SPCs. Where DJPR is the lead entity for establishing an SPC, this process must be undertaken with and managed by the Strategic Procurement Unit.

Sole Entity Purchase Contracts (SEPCs) are similar to SPCs, in that they are an aggregated supply contract for the supply of goods or services. SEPCs are raised by an individual department or agency for specific use by that entity only. Staff wishing to establish an SEPC should contact a member of the Strategic Procurement Unit regarding the process for establishing an SEPC.

The following applies in relation to State Government purchasing arrangements:

- Where the scope of a Mandatory SPC or SEPC satisfactorily meets the procurement needs, these **must** be used unless an exemption from using the SPC is sought and approved (see section 3.5.3).
- Where legal and/or staffing services form part of a broader procurement project requirement, such procurements should be included as part of the approval process for the broader project
- All approval frameworks still apply to procurements from SPCs or SEPCs (including the need to select the correct procurement process), except for purchasing of goods and services from an established SPC or SEPC that is a single supplier contract (for example, Stationery and Workplace Consumables), which is exempt from requiring Executive Director of Finance and Procurement approval.

For more information, refer to the full details of current State Purchase Contracts at <http://www.procurement.vic.gov.au/State-Purchase-Contracts>

5.2. Contract Types

A suite of baseline contracts has been developed for procurement of goods and services by the Victorian Government. Further advice can be sought from the Legal and Legislation Unit on the most appropriate standard contract to use for the goods and/or services required. Legal and Legislation Unit can provide guidance on how to complete contract schedules and specifications.

These standard contracts can be used without consultation with the Legal and Legislation Unit providing that no departures or amendments are made.

Standard Whole of Government contracts and department contracts **must** be used for all procurements where available for the required goods and/or services.

In instances where suppliers will only engage based on their own form of agreement, for example "standard software licences", these agreements **must** be:

- referred to the Legal and Legislation Unit for review and advice approved in writing (typically via email) by the Legal and Legislation Unit (including any negotiated amendments), prior to any recommendation being made, or commitment given, to enter in to any such agreement.

Procurement Policy

6 Probity

6.1. Overview

Probity is a fundamental VGPB procurement principle, which **must** be adopted throughout all stages of the procurement process, as outlined in Section 2 of this Policy. The department has a high regard to probity and staff **must** apply appropriate behaviours and actions in the conduct of procurement processes, including:

- Identifying, preventing and managing conflicts of interest
- Acting with integrity and impartiality, and reducing the risk of corruption
- Securing confidential market engagement information
- Applying and documenting consistent and transparent processes
- Engaging a probity practitioner(s) where the complexity of the procurement activity warrants independent process oversight.

This section outlines these key probity concepts, for which the department has put in place a number of policies and controls to be adopted for procurement activity.

6.2. External Probity Services

Engaging external probity helps ensure high standards of probity in the conduct of procurement activity. The decision to engage external probity services is based on whether the complexity of the procurement activity warrants independent process oversight. External probity services should add value to the capability of the procurement team in conducting the procurement process. Probity covers two dimensions of probity service: probity auditor and probity advisor.

A probity auditor ensures process compliance and a probity advisor provides guidance on achieving standards of probity across the entire procurement process. A probity auditor works independently of the procurement team and is not subject to direction by the project manager for the relevant procurement. They monitor progress of the procurement for probity compliance and contribute as required to ensure probity objectives are achieved.

An external probity advisor **must** be engaged whenever the anticipated Procurement value is \$1,000,000 (GST inclusive) and above.

6.3. Conflict of Interest

A conflict of interest is where an involved staff member or an approver has private interests that could improperly influence, or be perceived to influence, their decisions or actions in the performance of their public duties.

All staff involved in procurement activities should be briefed on their responsibilities with regard to advising of actual, potential or perceived conflicts of interest, both before and during the procurement process. DJPR staff **must** disclose all actual, potential and perceived conflicts of interest, in line with the Conflict of Interest Policy.

Relevant project and procurement staff **must** keep documentation to evidence the management of conflicts of interest. Areas of the department may elect to implement more stringent conflict of interest processes.

If a member of staff fails to appropriately identify, disclose and manage an actual, potential or perceived conflict of interest, they may be in breach of the VPS Code of Conduct, and subject to disciplinary action.

Procurement Policy

6.4. Gifts, Benefits and Hospitality

Acceptance of gifts may give rise to a conflict of interest, or a perception of a conflict of interest. The requirements of the Acceptance Gifts, Benefits and Hospitality Policy **must** be followed, including for responding to gifts, benefits and hospitality offered by suppliers, tenderers and contractors.

Procurement may also be a high-risk area for corruption. Staff involved in procurement activity are more likely to be offered gifts, benefits and hospitality by suppliers and potential suppliers. These must not be accepted. Staff should be vigilant and minimise the possibility of such occurrences.

6.5. Confidentiality

Procurement documents and information received from suppliers **must** be kept confidential.

It is the responsibility of the manager of the procurement process to ensure confidentiality requirements are met, and that bids are seen only by appropriate staff who form part of the evaluation process and/or have signed a confidentiality declaration as part of the process.

6.6. Recording and Storage of Procurement Documents

Actions and decisions need to be accounted for and, in particular, good record keeping of decisions is imperative for auditing and accountability purposes.

Project managers are responsible for maintaining appropriate documentation for each procurement to provide sufficient detail to enable independent review (e.g. by external auditors). Each project manager **must** create a compliant contract record within the Contract Management System, and maintain that record, including ensuring a signed contract is available.

The Project Manager **must** establish an official DJPR TRIM file at the beginning of each procurement and maintain soft copy procurement files to demonstrate that a transparent procurement process has been undertaken consistent with this Policy. Post contract award, a Contract Manager is assigned who **must** keep appropriate documentation such as supplier review and payment invoices.

7 Asset Disposal

Disposal of assets should be considered when the asset is identified as being obsolete, no longer complying with occupational health and safety standards, reaching its optimum selling time to maximise returns, beyond repair or surplus to requirements.

The disposal of assets is a key consideration in the forward planning of any procurement activity. Department assets are to be disposed of in a way that considers probity, security, sustainability and transparency, as well as environmental and social factors.

If the evaluation of disposal options does not warrant modification to extend the life of the asset or transferring it to another party or recycling, the asset **must** ordinarily be disposed of by way of public auction or public tender. An alternative approach **must** be sought where cost of disposal process exceeds the residual value of the asset.

8 Local Jobs First (LJF)

Local Jobs First requires government departments and agencies to consider competitive local suppliers (incl. SMEs) when awarding contracts related to Projects valued at:

- \$1 million (GST exclusive) or more in regional Victoria
- \$3 million (GST exclusive) or more in metropolitan Melbourne or for state-wide activities

If LJF applies;

- it should be considered as part of the Market Engagement Strategy

Procurement Policy

- the procurement must be registered with the Industry Capability Network (ICN) before going to market.

9 Social and Sustainable Procurement

9.1. Social Procurement

Social Procurement involves using the procurement process to generate positive social outcomes in addition to the efficient delivery of goods and services. It can be applied to address complex challenges facing Victorian communities, and can be achieved through such means as:

- Economic empowerment by purchasing goods and services from social benefit suppliers
- Employing and training socially and economically disadvantaged people.

The Strategic Procurement Unit supports Social Procurement principles and objectives, and will work to implement:

- Social procurement outcomes into future DJPR policy and procedure, including strategy and KPIs
- Ways to encourage proactive and innovative thinking and practice to increase social value.

9.2. Sustainable Procurement

DJPR is committed to procuring goods and/or services that minimise environmental impact and consider the sustainable procurement three pillars approach: People (Social), Planet (Environmental) and Profit (Economic).

Sustainable procurement is a process whereby organisations meet their needs for goods, services, works, and utilities in a way that achieves value for money on a whole-of-life basis in terms of generating benefits not only to the organisation, but also to society and the economy, whilst minimising impact to the environment.

Sustainable value for money considerations not only include the price and quality of a product and service, but also goods/services that contain recyclable content, are recyclable, minimise waste and greenhouse gas emissions, conserve energy and water, minimise habitat destruction and environmental degradation, and are non-toxic.

Staff involved in procurement activities are to have a high regard for suppliers that can demonstrate how their own operations and the goods and/or services they are providing have a reduced environmental impact and promote sustainable procurement principles.

10 Overseas Victorian Government Business Offices

Procurement of goods and services by Victorian Government Business Offices (VGBOs) outside Australia, for consumption outside Australia is not included within the scope of this Policy.

However, VGBOs should adopt procurement processes appropriate to the local situation, and the prescribed market approach and procurement approvals framework outlined in Table 2, Table 4 and Table 6 of sections 3.2 and 3.4 of this Policy do not apply.

All procurement activity by VGBOs outside Australia **must** continue to satisfy the core procurement principles of value for money, probity, scalability and accountability.

To achieve this, overseas VGBOs should establish guidance on optimal approaches to market to be adopted based on the complexity of procurement activities, having regard to the local environment. Seeking a minimum of three written quotes from suitable suppliers is generally appropriate for small to medium procurements.

Overseas VGBOs should establish approval frameworks for procurement activity, including established documented processes for approval of:

- Market Engagement Strategy
- Release to Market
- Supplier Engagement.

Procurement Policy

- All procurement activity must obtain approval from the appropriate Financial Delegate prior to supplier engagement. The Executive Director of Finance and Procurement **must** be notified of any procurement activity with a total estimated contract value of greater than AUD \$250,000 equivalent.

Contracts of total estimated value equal to or exceeding AUD \$100,000 equivalent and/or contracts with the potential to expose the department or the State to significant risk should be reviewed and endorsed by Legal and Legislation Branch prior to being executed.

11 Management of Critical Incidents

Critical incident protocols and processes are invoked when a relevant Minister, Accountable Officer or Executive Director of Finance and Procurement declares a critical incident to exist in relation to the operation of procurement processes by reason of:

- An emergency within the meaning of the *Emergency Management Act 1986*
- An incident that causes the department's business continuity plan to be activated
- An incident that represents a serious and urgent threat to the health, safety or security of a person or property
- A situation that represents a serious or urgent disruption to services provided by the department.

During a critical incident the department will:

- Take into account value for money, accountability and probity to the extent that they can be applied given the severity and urgency of the incident
- Adopt record keeping processes to the extent that they can be applied given the severity and urgency of the incident
- Adhere to contract disclosure requirements.

The procurements will be noted by the Executive Director of Finance and Procurement and Financial Delegate as required, post the incident.

12 Complaints Management

The department is committed to transparent and accountable practices when seeking goods and services from suppliers and to ensuring procurement processes work effectively and fairly for all parties.

To maintain high standards of probity, procurement complaints **must** be handled in a consistent, fair and transparent manner. The department has developed a procurement complaint management process to ensure that any potential suppliers who may have concerns relating to a procurement process conducted by the department can have those concerns addressed through an independent review process.

The investigation of a complaint and subsequent response **must** be overseen by a person not involved in the subject matter of the complaint.

For more information, refer to the DJPR Procurement Complaints Management Procedure at <http://economicdevelopment.vic.gov.au/about-us/overview/tenders-quotes-contracts/procurement-complaint-management-procedure>

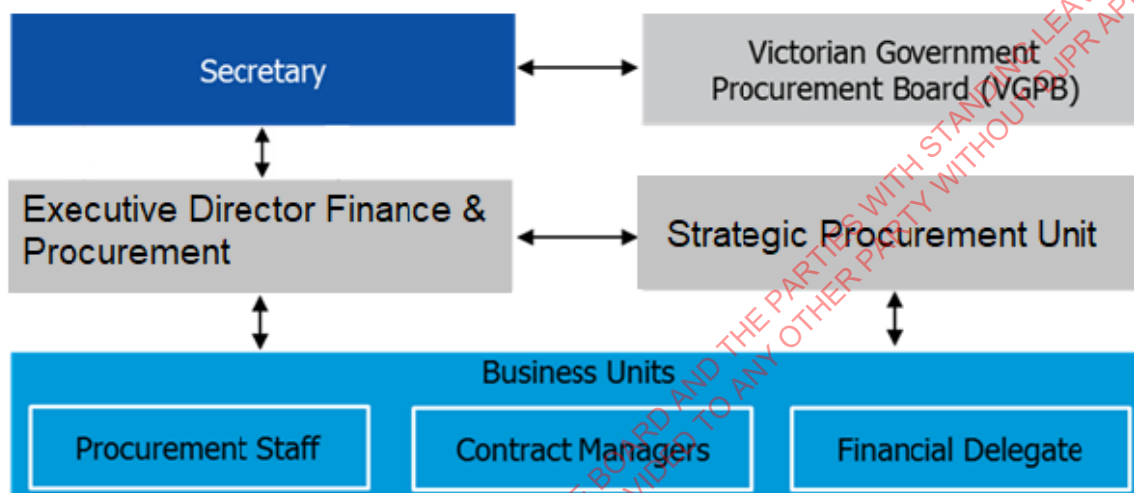
Procurement Policy

Appendices

A1.1 Procurement Governance - Roles and Accountabilities

The Procurement Governance Model represents the main relationships within the department to manage an efficient and effective procurement function, as outlined in Figure 5. The governance framework identifies the roles and responsibilities to ensure compliance with VGPB supply policies, with key roles identified in this Appendix.

Figure 5: Procurement Governance Model



Accountable Officer

The Secretary is the Accountable Officer under the requirements of the *Financial Management Act 1994*. The department Secretary is accountable for all procurement carried out within the department. The Secretary is responsible for establishing the procurement governance framework and implementing a robust Procurement Policy.

The Secretary has delegated responsibilities for particular procurement processes through this Policy to the Executive Director of Finance and Procurement and other departmental staff. However, the Secretary retains the right to make procurement decisions at any time.

For the Accountable Officer to make decisions on when to exercise delegated powers, the Executive Director of Finance and Procurement needs to provide adequate information as appropriate.

In particular, the Accountable Officer should be informed:

- When the procurement event is of such a magnitude or potential risk exposure for the department or Victorian Government that the Accountable Officer could reasonably expect to be informed
- Where significant complaints have been raised with respect to a procurement process or event.

Victorian Government Purchasing Board (VGPB)

The Victorian Government Purchasing Board has a strategic oversight role focused on compliance with the VGPB's supply policies to deliver greater value for money during both the market engagement and contract term. DJPR may nominate complex/strategic procurement activities to the VGPB for advice in accordance with VGPB's *Guide to Oversight of Strategic Procurement*.

Procurement Policy

Executive Director of Finance and Procurement

The Executive Director of Finance and Procurement has a strategic role to play in:

- Providing expert advice and guidance to the Accountable Officer on matters related to the procurement governance framework
- Overseeing the development, application and ongoing assessment of the procurement governance framework as per Figure 5.
- Ensuring that the complaints management process demonstrates due process and integrity
- Ensuring the department adheres to the procurement governance framework with the highest regard to probity, complies with legislation and policies, operates effectively and has a strong focus on value for money.

The role champions cost control, efficiency and best practice procurement while seeking opportunities to drive supply aggregation and procurement collaboration across DJPR. The Executive Director of Finance and Procurement also supports and advises the Secretary with respect to their accountabilities and end-to-end procurement matters.

The Executive Director of Finance and Procurement approves certain procurements as outlined at Section 3.

Strategic Procurement Unit

The Strategic Procurement Unit provides a strategic centre of expertise and procurement leadership with an emphasis on building capability and capacity across the department. Among other things, the Unit:

- Supports the Executive Director of Finance and Procurement by providing professional advice regarding Procurement Policy, practice and governance
- Identifies strategic sourcing and category management initiatives to leverage and drive value for money outcomes
- Works closely with Business Units to deliver measurable benefits by leading or supporting high value and/or high complexity procurement initiatives
- Assists Business Units in developing and leading contract negotiation strategies
- Facilitates the development of procurement capability within the department in line with the capability assessment
- Reports to the Executive Director of Finance and Procurement as required on any approvals, deviations from Policy or exemption requests.

From: Unni Menon (DEDJTR)
Sent: Sat, 28 Mar 2020 11:27:07 +1100
To: Simon Phemister (DEDJTR)
Cc: Donna Findlay (DEDJTR); [Personal Information] (DEDJTR)
Subject: For Your Urgent Review and Approval Please
Attachments: Schedule to the Agreement for the provision of accomodation.docx, Accomodation Terms and Conditions.pdf, Table with Costings of Hotel Accommodation.xlsx
Importance: High

Hi Simon

WE are now formalising contractual arrangements with securing hotel room inventory.

In accordance with your request to make arrangements with hotels for returning international travellers and vulnerable community members to be accommodated in isolation for 14 days, 31 hotels as listed in the attached Excel Spreadsheet, are agreeable to enter into such arrangements.

We are seeking your authorisation to send confirmation emails with attached contract (in the form attached to this email). More particularly, we are seeking that you issue an authorisation to the following effect –

I authorise Unni Menon and Donna Findlay to:

- i. send emails on my behalf to the hotels listed in the attached spreadsheet confirming that the department wishes to book the number of rooms identified in the attached spreadsheet, at the agreed rates (as specified in the spreadsheet) subject to the department's terms and conditions;
- ii. agree/sign the contract and any associated documents to confirm the above bookings; and
- iii. make payments in accordance with these arrangements.

If you agree to proceeding with the above arrangement, it would be appreciated if you were able to confirm your agreement by return email, authorising the department to proceed on this basis.

Regards

Unni Menon
Executive Director

Department of Jobs, Precincts and Regions

[Personal Information]

[Personal Information]

djpr.vic.gov.au



[Linkedin](#) | [Youtube](#) | [Twitter](#)

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Department of Jobs, Precincts and Regions

AGREEMENT FOR THE PROVISION OF ACCOMMODATION

Department: The State of Victoria (**State**) acting through its Department of Jobs, Precincts and Regions (**Department**)

Supplier: Name *[insert legal name for hotel]* (**Supplier**)
 ABN *[insert details]*
 Address *[insert details]*
 Bank Account Details *[insert details]*
 Supplier's Representative Name *[insert details]*
 Supplier's Representative Email *[insert details]*

Hotel: *[insert common usage name for hotel]*

Number of Rooms: *[insert number of rooms and type of room being booked under this Agreement, including how many can accompany each type room]* (**Rooms**)

Commencement Date: *[insert date from which the booking will start]*

Completion Date: *[insert date that the booking will end]* ([x] nights in total)

Option Period(s): Two (2) terms of one (1) calendar month each, at the Department's absolute discretion (**Option Periods**)

Fees: A flat rate of \$[x] (GST inclusive) per Room per night (**Daily Rate**) being a total of \$[x] (GST inclusive) (**Total Fees**) for the initial period from the Commencement Date to the Completion Date.

Executed as an agreement

Executed by an authorised signatory for and on behalf of the State of Victoria

.....
 Signature of authorised representative

.....
 Name and title of authorised representative

Date:.....

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 DJPR RESERVES ALL RIGHTS TO PII, LPP AND OTHER INFORMATION CONTAINED HEREIN.

Executed by a duly authorised representative for and on behalf of *[insert name of Supplier]*

.....
Signature of authorised representative

In the presence of

.....
Name and title of authorised representative

.....
...

Signature of witness

By signing this Agreement, the signatory warrants that the signatory is duly authorised to sign this Agreement for and on behalf of

.....
Name of witness

[insert name of Supplier]

Date:.....

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Terms and Conditions

1. Term

- 1.1 This Agreement is made between the Department and the Supplier and begins on the Commencement Date and continues until the later of:
- the Completion Date; or
 - the date by which the Supplier satisfactorily completes all its obligations under this Agreement,
- unless extended in accordance with clause 1.2 or terminated earlier in accordance with its terms (**Term**).
- 1.2 The Department may elect, by notice in writing to the Supplier to extend the Term of this Agreement for one or more further periods as specified in the Option Periods.
- 1.3 Any such further term or terms will be on the same terms and conditions as this Agreement (excluding, in respect of the final further period, this clause 1.3).

2. Supplier's Obligations

2.1 The Supplier must:

- ensure the Rooms are available for the exclusive use of the Department and/or the Department's nominee/s (**Department's Nominee**) for the duration of the Term (**Booking Period**);
- not permit or allow any other bookings to be made in respect of, or permit any person other than the Department's Nominee, to stay in the Rooms during the Booking Period;
- provide the Rooms in accordance with the terms of this Agreement and any reasonable directions given by the Department from time to time;
- ensure that each Room is thoroughly cleaned and disinfected at a minimum:
 - prior to the commencement of each Department's Nominee's stay; and
 - as soon as practicable following the conclusion of each Department Nominee's stay,to a standard consistent with the most recent recommended public health standards in respect of COVID-19;
- provide cleaning products for each Room, on request, so that the Department's Nominee is able to clean the Room themselves during their occupation of the Room;
- provide the Rooms and all ancillary services associated with someone occupying a Room, including but not limited to cleaning services (**Services**), in a timely and efficient manner exercising due care, skill and judgement and at all times act in accordance with the highest professional principles and the standards of a competent professional provider of services similar to the Services being provided under this Agreement;
- and will be responsible for, ensuring that before its officers, employees, agents, contractors and sub-contractors perform the Services they receive:

- (i) adequate training in security, workplace health and safety, customer service and risk management; and
 - (ii) are provided with personal protective equipment in accordance with the relevant public health standards, including but not limited to in relation to COVID-19;
- (h) use appropriately skilled and qualified personnel to provide the Services;
- (i) cooperate with and regular liaise with the Department including but not limited to:
- (i) immediately notifying the Department of any issues in relation to the provision of the Rooms and/or Services, including but not limited to anything which may create a risk that the accommodation service will cease to be provided such as staff unavailability, financial distress, or known exposure or infection of COVID-19; and
 - (ii) providing reports to the Department as and when requested;
- (j) have a business continuity plan that includes:
- (i) contingency arrangements should any staff, agent, contractor, or sub-contractor become unavailable during the Booking Period; and
 - (ii) consideration of occupational and safety for staff, agents, contractors and sub-contractors if there is exposure or infection of COVID-19.
- (k) on and from the Commencement Date and for 7 years after the end of this Agreement have appropriate insurance coverage for its operation and business risks with an insurer approved under the *Insurance Act 1973* (Cth) and must provide proof of this insurance coverage upon request by the Department;
- (l) ensure that during the Booking Period the Rooms are clear of all items in the mini bar and other luxury items such as robes and slippers;
- (m) ensure that drinking water, wifi and other in room entertainment is available in the Rooms for use at no additional cost to the Department or the Department's Nominee; and
- (n) provide three reasonable meals a day to each of the Department's Nominees. The preparation and service of food must be done in accordance with recommended health standards including in relation to COVID-19;
- (o) permit any security staff arranged for by the Department to be present at the Supplier's premises as is required to ensure the Department's Nominee remains in isolation. For the avoidance of doubt the cost of the Department's security will be borne by the Department;
- (p) make arrangements directly with the Department's Nominee in respect of any additional services such as laundry services, car parking and in-room telephone calls and the Supplier agrees that the Department is not responsible for and will not be charged for any fees or costs associated with these additional services.

3. Payment of Fees

- 3.1 In consideration of the performance by the Supplier of its obligations arising under this Agreement, and upon submission of a valid tax invoice, the Department will pay

monthly in advance an amount equal to the Daily Rate times the number of days in the following calendar month.

4. Confidentiality

4.1 The Supplier must not disclose or permit the disclosure of any of the Department's Confidential Information without written permission from the Department, except:

- (a) to the Department;
- (b) where required under this Agreement including to the Supplier's legal and financial advisers on a confidential basis;
- (c) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
- (d) where the disclosure is required by Law.

4.2 For the purpose of clause 4.1, Confidential Information means details of the terms and conditions contained in this Agreement and all other confidential or commercially sensitive information provided by the Department to the Supplier in the context of this Agreement.

5. Negation of Employment

5.1 The Supplier is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Supplier as an agent or employee of the Department, and the Supplier will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.

5.2 The Supplier is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Supplier.

6. Damage to Rooms

6.1 The Department will be responsible for any damage done to the Rooms and/or the property of the Supplier during the Booking Period which is a direct result of the actions of the Department or the Department's Nominee, except to the extent that such damage is a result of normal wear and tear.

7. Indemnity and Release

7.1 The Supplier releases and indemnifies, and will at all times keep the Department and each of its officers, employees, agents, contractors and sub-contractors indemnified, against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Department arising out of, or in any way connected with:

- (a) personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19);
- (b) any threatening behaviour from the Department's Nominee;
- (c) property damage; or
- (d) third party claims (including but not limited to in relation to exposure to or infection from COVID-19);

caused, contributed to or brought about by an act or omission of the Supplier or any of its officers, employees, agents, contractors and sub-contractors, including without limitation:

- (a) wilful misconduct;
- (b) a negligent or unlawful act or omission;
- (c) fraud;
- (d) a breach of physical security;
- (e) a breach of this Agreement; or
- (f) a breach of an obligation of confidence or privacy (whether arising under this Agreement or otherwise).

7.2 The Supplier's liability to indemnify the Department under clause 7.1 is reduced to the extent that any unlawful or negligent act or omission of the Department or its officers, employees, agents, contractors and sub-contractors contributed to the liability, loss, damage, cost or expense.

8. Privacy

8.1 The Supplier acknowledges and agrees that it will be bound by the Information Privacy Principles, Health Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Privacy and Data Protection Act 2014 (Vic)* (together the **Privacy Obligations**) with respect to any act done or practice engaged in by the Supplier for the purposes of this Agreement in the same way and to the same extent as the Department would have been bound by the Privacy Obligations in respect of that act or practice had it been directly done or engaged in by the Department.

8.2 For the purpose of clause 8.1,

- (a) **Health Privacy Principles** means the principles so identified and set out in the *Health Records Act 2001 (Vic)*; and
- (b) **Information Privacy Principles** means the principles so identified and set out in the *Privacy and Data Protection Act 2014 (Vic)*.

9. Termination for convenience

9.1 The Department may at any time, upon giving fourteen (14) days' notice in writing to the Supplier, terminate the Agreement or reduce the number of Rooms being provided under this Agreement.

9.2 If the Department has served a notice under clause 9.1, the Department will only be liable to pay the Supplier for:

- (a) where a notice of termination has been given, the Rooms up to the date of termination; and
- (b) where a notice to reduce the number of Rooms has been provided, the Fees on the original amount of Rooms up to the effective date of the notice and after the effective date of the notice, the Fees based on the reduced amount of Rooms as notified in the notice,

provided always that the Supplier will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement or reduction in scope,

including for loss of prospective profits or income foregone whether with respect to the Rooms and/or Services under this Agreement or otherwise.

- 9.3 If the Department has served a notice pursuant to clause 9.1, the Supplier must, on demand by the Department, repay to the Department such monies advanced or paid to the Supplier in respect of which at the date of such notice, the Supplier has not yet provided the Rooms and/or performed the Services.

10. Termination for breach

- 10.1 The Department may terminate with immediate effect by giving notice in writing to the Supplier, if the Supplier:

- (a) fails to provide any of the Rooms and/or Services in accordance with this Agreement;
- (b) breaches any provision of the Agreement; or
- (c) or any of its employees, contractors, subcontractors, agents and other third parties who are engaged by the Supplier commits fraud, dishonesty, or any other serious misconduct,

upon which such termination the Department will pay the Supplier for the Rooms provided in accordance with this Agreement up to the date of the termination and the Department has no other liability to the Supplier in relation to that termination.

11. Subcontractors

- 11.1 The Supplier must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.

- 11.2 If the Department has given written approval and the Supplier subcontracts the performance of any part of the Services, the Supplier remains fully responsible for:

- (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Supplier; and
- (b) carrying out the Services and complying with all obligations under this Agreement.

12. General

- 12.1 **(Governing Law & Jurisdiction)** This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.

- 12.2 **(Survival)** Each of clauses 4, 7 and 8 survive the termination or expiry of this Agreement.

- 12.3 **(Counterparts)** This Agreement may be executed in one or more counterparts, each of which, once executed, will be deemed to be an original and together will constitute one and the same instrument.

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Property name	No. of Rooms	Rate per Night (GST excl) \$	1 Month \$'m (GST Excl)	2 Months \$'m (GST Excl)	3 Months \$'m (GST Excl)
Confirmed Rates (inclusive of GST)					
Four Point by Sheraton, Melbourne Docklands	250	\$136.36	1.050	2.073	3.130
Mercure Welcome Melbourne	380	\$136.36	1.606	3.161	4.767
Novotel Melbourne on Collins	330	\$136.36	1.395	2.745	4.140
Pan Pacific Melbourne	370	\$127.27	1.460	2.873	4.332
Crown Promenade Melbourne	200	\$136.36	0.845	1.664	2.509
Crowne Plaza Melbourne	400	\$136.36	1.691	3.327	5.018
Crown Metropol Melbourne	500	\$136.36	2.114	4.159	6.273
ParkRoyal Melbourne Airport	190	\$136.36	0.803	1.580	2.384
Holiday Inn Melbourne Airport	180	\$136.36	0.599	1.406	2.841
Novotel Melbourne Glen Waverley	190	\$136.36	0.803	1.580	2.384
Mid City Hotel Ballarat	60	\$136.36	0.254	0.499	0.753
All Seasons Resort Hotel Bendigo	66	\$136.36	0.279	0.549	0.828
Travelodge Hotel Melbourne Southbank	260	\$136.36	1.099	2.163	3.262
Travelodge Hotel Melbourne Docklands	286	\$136.36	1.209	2.379	3.588
Stamford Plaza Hotel	280	\$136.36	1.184	2.329	3.513
Hyatt Place Melbourne, Essendon Fields	150	\$136.36	0.634	1.248	1.882
Peppers, The Sands Torquay	66	\$136.36	0.279	0.549	0.828
Rydges Geelong	120	\$136.36	0.507	0.998	1.505
Novotel Geelong	108	\$109.09	0.365	0.719	1.084
Vibe Hotel Marysville	80	\$136.36	0.338	0.665	1.004
Total Venues with Confirmed Rates			18.514	36.666	56.024
Rates to be confirmed (upto maximum of \$150 inc GST)					
Bell Tower Inn	50	\$136.36	0.211	0.416	0.627
Aitken Hill	120	\$136.36	0.507	0.998	1.505
Total Venues with Rates to be Confirmed			0.719	1.414	2.133
Total Venues			19.233	38.080	58.156

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Overview of roles and responsibilities

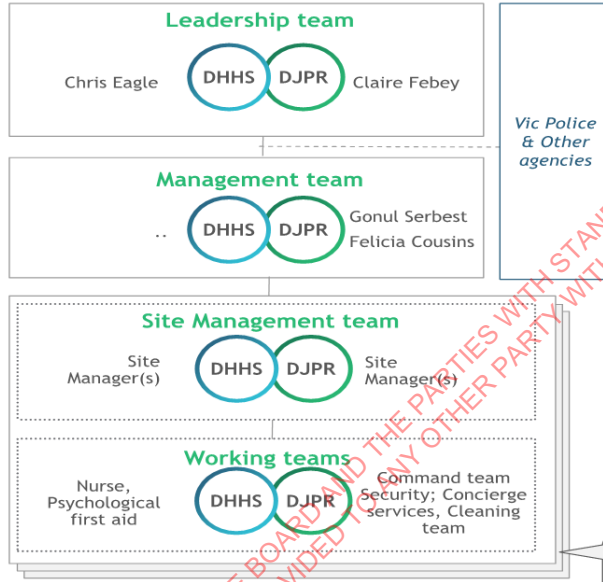
DHHS (control agency)	DJPR (support agency)			
	Hotel command team	Government support service	Contracted security	
<p>Accountable for overall health, physical and mental wellbeing and safety of quarantined persons:</p> <ul style="list-style-type: none"> Issue individual detention orders to protect public health Make any decisions around exercising the orders (e.g. recreation, smoking, order breaches) Provide medical and mental health services, accessible via government support service or hotel reception: <ul style="list-style-type: none"> On-site nurse 24/7 Psychosocial first aid Oversight of security services contracted by DJPR, including decisions on what activities are allowed/compliant with individual detention orders Own and manage all data on passenger information Collect passenger data at point of entry and relay to hotel command team Provide 4 staff per hotel for check-in to collect DHHS-related information Have one DHHS authorised officer per hotel 24/7 Provide PPE for hotel and security staff and brief on appropriate practices Interface with DJPR on operational issues 	<p>Accountable for provision of general hotel services:</p> <ul style="list-style-type: none"> Coordinate arrivals from airport Coordinate departures via consumer passenger vehicles Work with hotel staff to manage check-in and check-out process for a 14 day stay incl. information collection on dietary needs Work with hotel staff to provide general services: <ul style="list-style-type: none"> 3 meals a day staples on arrival (toiletries, nappies etc.) cleaning and laundry Wi-Fi and entertainment Manage contract for specialist cleaning Manage contract for hotel security Provide DHHS with data on passenger check-in details and any incidents arising at the hotel 	<p>Accountable for provision of special hotel services:</p> <ul style="list-style-type: none"> Provide daily check-in service to ask if needs are being met Run a call centre to deal with specific requests: <ul style="list-style-type: none"> grocery orders access to medical supplies ability to request items from home Make decisions on and deliver day to day support packages (e.g. groceries, laundry services, educational items, toys) 	<p>Managed by DJPR but accountable to DHHS:</p> <ul style="list-style-type: none"> Situated at points of entry and on each floor of the hotel 24/7 to monitor and escalate issues Operate under the formal direction of DHHS with support of Victoria Police to assist enforcement of individual detention orders - noting contracted security have no powers to act independently 	<p>Accountable for overall health, physical and mental wellbeing and safety of quarantined persons:</p> <ul style="list-style-type: none"> Issue individual detention orders to protect public health Make any decisions around exercising the orders (e.g. recreation, smoking, order breaches) Provide medical and mental health services, accessible via government support service or hotel reception: <ul style="list-style-type: none"> On-site nurse 24/7 Psychosocial first aid Oversight of security services contracted by DJPR, including decisions on what activities are allowed/compliant with individual detention orders Own and manage all data on passenger information Collect passenger data at point of entry and relay to hotel command team Provide 4 staff per hotel for check-in to collect DHHS-related information Have one DHHS authorised officer per hotel 24/7 Provide PPE for hotel and security staff and brief on appropriate practices Interface with DJPR on operational issues

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Team setup and governance map

DHHS ROLES & RESPONSIBILITIES (CONTROL AGENCY)

- Holds ultimate responsibility
- Define health, physical and mental wellbeing and safety approaches
- Ensure alignment with stakeholders
- Resolve health blockers / issues
- Manage health operations across all sites
- Support resolution of operational issues
- Manage delivery of onsite health, physical and mental wellbeing and safety
- Administer health and wellbeing support to quarantined persons



DJPR ROLES & RESP (SUPPORT AGENCY)

- Make key decisions operations (not he)
- Ensure alignment v
- Resolve operationa provide guidance a
- Manage support op
- Support resolution
- Ensure communicat
- Manage the onsite including Command Government Suppo
- Ensure communicat
- Deliver operational quarantined person

Multiple hotels reporting i management team

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RACI matrix to help guide key decisions

Role	Check in											Stay			
	Allocate flights / hotels	Coordinate arrivals	Check-in to hotel	Check health / mental well being	Sets health guidelines	Manage guest services / operations	Manage hotel services	Manage health/mental wellbeing	Manage security escalations	Manage serious escalations	Check h / menta bein				
Lead					A										
DHHS		I		C	R	C		C			C				
Site Mgr.		C	C	A	C	C	C	A		I	A				
Nurse		I	I	R	I	C	I	R		I	R				
DJPR															
Claire		A			C										
Gonul		R	C	I	I	A	C			R	I				
Felicia															
Site Mgr	Hotel matching and room allocation	C	C	I	I	R	C		R	C	I				
Team		I	I		I	I			I	I					
Hotel															
Mgr		C	A		I	I	A								
Team		I	R		I	I	R								
Other									A						
Private Security											A				
Vic Police											A				

R Responsible: makes the decision
 A Accountable: owns result
 C Consulted: input is required/requested
 I Informed:

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Options for the provision of accommodation and guest related services

Major services required	Service provider options			If DJPR, preferred resourcing
	Hotel	DHHS	DJPR	
Check-in / check-out	✓		✓	<ul style="list-style-type: none"> • 3rd party labour, coordinated v
Security, incl. recreation supervision	✓		✓	<ul style="list-style-type: none"> • 3rd party labour, coordinated v
Room cleaning and meal provision	✓		✓	<ul style="list-style-type: none"> • 3rd party labour, coordinated v
Site management and general support (i.e., hotel command team plus general support i.e. Uber Eats deliveries)			✓	<ul style="list-style-type: none"> • Available DJPR team members - coordinated via David Clements
On-site health checks		✓		<ul style="list-style-type: none"> • N/A
Concierge / guest services (incl. room deliveries, general queries)	✓		✓	<ul style="list-style-type: none"> • 3rd party labour, coordinated v (offsite)

✓ Preferred approach

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Back-up: Hotel staffing requirements

Check in (one-off labour need)	Stay (ongoing)	Check out (one-off labour need)
One VicGov site manager at all stages		
<p>Check in: Hotel staff, one person per [20] people</p> <p>Concierge services: VicGov, one person per [15] people</p>	<p>Security: One person per level of hotel, 24/7 (8 hour shifts)</p> <p>Security for recreation supervision: One person per [x] guests, 8 hour shifts (daily)</p> <p>Cleaning service: Each room, [2]x per week</p> <p>Meal provision: Each person (+[10]% buffer), [3]x per day</p> <p>Site management and general support incl. managing external food delivery:</p> <ul style="list-style-type: none"> 7am-11pm: One person per [30] rooms 11pm - 7am: One person per [60] rooms <p><i>DHHS to provide nurse, psychological first aid and other mental health services</i></p>	<p>Check out: hotel staff, one person per [20] people</p> <p>Concierge services: VicGov, one person per [15] people</p>

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From: Katrina Currie (DEDJTR)
Sent: Fri, 27 Mar 2020 22:43:39 +1100
To: Cameron Nolan (DEDJTR);Unni Menon (DEDJTR);Alex Kamenev (DEDJTR);Donna Findlay (DEDJTR)
Cc: David Clements (DEDJTR);Claire Febey (DEDJTR);Simon Phemister (DEDJTR);Lisa Buckingham (DEDJTR);Rob Holland (DEDJTR); [Personal Information] (DEDJTR)
Subject: Re: security

Hi Cam

Team's thinking is probably Wilson's or Unified. Will contact tomorrow.

Katrina

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From: Cameron Nolan (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Friday, March 27, 2020 10:40:15 PM
To: Unni Menon (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Alex Kamenev (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Donna Findlay (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Katrina Currie (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Cc: David Clements (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Claire Febey (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Simon Phemister (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Lisa Buckingham (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Rob Holland (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: Re: security

Team - Rob and I are talking with DHHS about this in the morning.

Ideal model in my mind would be a supply of security staff from Katrina/David/Alex who work under the direction of an authorised officer in DHHS. This DHHS team would induct the security guards and provide on-call advice about what to do in certain situations and determine if any incidents should be escalated to the authorised officer and/or VicPol.

So Katrina- grateful if you could start working out how we can supply this while Rob and I sort out chain of command with DHHS.

Cam Nolan
 Executive Director - Priority Projects Unit
 Department of Jobs, Precincts and Regions

[Personal Information]
From: Unni Menon (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Friday, March 27, 2020 10:19:50 PM
To: Alex Kamenev (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Donna Findlay (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Katrina Currie (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Cc: David Clements (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Cameron Nolan (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Claire Febey (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Simon Phemister (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Lisa Buckingham (DEDJTR)

Personal Information [REDACTED]@ecodev.vic.gov.au>

Subject: Re: security

Great thanks Alex

Katrina- are there minimum security requirements applicable to all hotels accomodating quarantined international arrivals 'and or COVID infected persons?

Please advice

Thanks

Unni MENON

Personal Information [REDACTED]

From: Alex Kamenev (DEDJTR) Personal Information [REDACTED]@ecodev.vic.gov.au>

Sent: Friday, March 27, 2020 10:17 pm

To: Donna Findlay (DEDJTR); Unni Menon (DEDJTR); Katrina Currie (DEDJTR)

Cc: David Clements (DEDJTR); Cameron Nolan (DEDJTR); Claire Febey (DEDJTR); Simon Phemister (DEDJTR); Lisa Buckingham (DEDJTR)

Subject: security

Donna/Unni – I am putting you in touch with the fabulous Katrina Currie.

She has a couple options of standard security labour hire firms

I am handover over you to source requirements

Cheers

Alex

Alex Kamenev

Deputy Secretary, Precincts and Suburbs

Department of Jobs, Precincts and Regions

Level 12, 1 Spring Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]@ecodev.vic.gov.au

EA – Personal Information [REDACTED]@ecodev.vic.gov.au

Personal Information [REDACTED]

djpr.vic.gov.au



From: Braedan Hogan (DHHS)
Sent: Sat, 28 Mar 2020 22:07:56 +1100
To: David Clements (DEDJTR); Claire Febey (DEDJTR); Andrew S Crisp (DJCS)
Cc: [Personal Information] (DEDJTR); Simon Phemister (DEDJTR)
Subject: RE: DRAFT Day 1 Concierge process, check-lists and scripts

Thanks David – yes I can confirm that this will be part of the deliverables from the agency.

Braedan

Braedan Hogan
 Deputy Director, Strategy and Policy
 Emergency Management Branch
 Regulation, Health Protection & Emergency Management Division
 Department of Health and Human Services
 50 Lonsdale Street Melbourne Victoria 3000
 p. [Personal Information] m. [Personal Information]
 e. [Personal Information]@dhhs.vic.gov.au

From: David Clements (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 9:58 PM
To: Claire Febey (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Braedan Hogan (DHHS) <[Personal Information]@dhhs.vic.gov.au>; Andrew Crisp (DJCS) <[Personal Information]@justice.vic.gov.au>
Cc: [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Simon Phemister (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: Re: DRAFT Day 1 Concierge process, check-lists and scripts

Thanks Claire

Braedan - as per our conversation can I firstly confirm what time the concierge team from Dnata will be on deck? Vital that it is as early as possible to support [Personal Information] role.

Second I want to stress two key functions the concierge (and/or DHHS) must play to ensure arrival at hotels works as smoothly as it can:

1. Ensure day before arrival information to the DJPR hotel team - flight arrival times, numbers, origin etc - is regularly fed through and updated as required.
2. Upon arrival and initial concierge - the concierge or dhhs must contact the DJPR hotel team prior to bus departure confirming numbers, hotel going to, and key demographic issues such as special needs, disability, family size and so in - everything they need to plan in advance of arrival for check in arrangements.

[Personal Information] is particularly concerned to ensure this happens.

Can you confirm this is built into the concierge model with Dnata and/or DHHS has resources to ensure this occurs?

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From: Claire Febey (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Sent: Saturday, March 28, 2020 9:49:28 PM
To: Braedan Hogan (DHHS) <Personal Information@dhhs.vic.gov.au>; Andrew S Crisp (DJCS) <Personal Information@justice.vic.gov.au>
Cc: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; David Clements (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Simon Phemister (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Subject: DRAFT Day 1 Concierge process, check-lists and scripts

Braedan, Andrew

We had done some quick work today to map a draft concierge process at the airport. See attached.

Please note the scripts and designs have not been endorsed, but I hope these working documents will help you to scale up quickly.

Also cc'ing Personal Information again who will be available onsite tomorrow to brief your team as needed.

Thanks so much

Claire

Claire Febey
 Executive Director, Priority Projects Unit | Office of the Secretary
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition St, Melbourne, Victoria Australia 3000
 T: Personal Information | M: Personal Information
 Personal Information@ecodev.vic.gov.au

Government of Victoria, Victoria, Australia.

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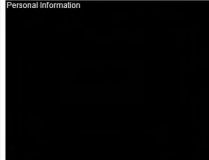


From: Rob Holland (DEDJTR)
Sent: Sat, 28 Mar 2020 12:00:18 +1100
To: Simon Phemister (DEDJTR)
Subject: Journey map and action plan
Attachments: Journey map and action plan.docx

I've also shared a link to the live version if you can access in SharePoint

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Key details:

- SharePoint folder: <https://vicgov.sharepoint.com/:f/s/VG000923/EhnhYogpHb5BkUv3GHAYHMQBF8uel3TTa99NGOWc9PdexQ?e=wzE0gb>
- 3pm meeting with Simon – physical dry run through / step-by-step process locked in
- SCC meeting 10am
- Airport meeting 11.30am

Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
DRY RUN FOR 3PM <small>Personal Information</small>  <small>Personal Information</small> 		Confirm roles and responsibilities, and process from airside to hotel		<ul style="list-style-type: none"> • Hold meeting with agencies: VicPol, SCC, ADF, Border Force, Airport, Skybus, DHHS, DOT • Agree process 	•	•	<ul style="list-style-type: none"> • Schedule meeting asap
		All agencies prepare operational plans		•	•	•	•
		All agencies ready at 3pm for dry run		•	•	•	•
PEOPLE DEPART DESTINATION Lead: <small>Personal Information</small> 		Define scope: All international arrivals from 11.59pm Saturday 28/3, all points of entry	<small>Personal Information</small> 	<ul style="list-style-type: none"> • Map out points of entry, including for private flights • Identify whether it applies to cruise ships and cargo 	•	•	<ul style="list-style-type: none"> • Does it apply to cargo ships and crew? • What about unaccompanied minors? • Do we need a contingency plan for flight arriving late Saturday night? (i.e., flight

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Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
							from Hong Kong with ~30 pax)
	Pre-check-in	Collect information from airlines on passenger configuration (ideally)	Personal information	<ul style="list-style-type: none"> Get hold of flight and passenger number manifest – approach Melbourne Airport crisis mgmt. team to get through Border Force Other agencies to provide passenger details that they need, DJPR to compile questionnaire 	<ul style="list-style-type: none"> Can detailed passenger data (incl. family, special requirements, final destination) be collected using plane wifi, Border Force requirement? 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Are there confidentiality issues with sharing data that need to be resolved? Passenger information e.g. how many children / families? What info passengers will have at departure?
		Send data to BCG as soon as available (to enable matching)	Personal information	<ul style="list-style-type: none"> Define process to capture data (BCG team) 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> What are the personal data implications / storage requirements?
	Check-in	Collect missing data at point of check-in	Personal information	<ul style="list-style-type: none"> Develop a questionnaire for passenger information Connect with airlines on how missing data can be collected 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
		Inform families	Personal information	<ul style="list-style-type: none"> Define process and owners for contacting families 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

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Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
	Pre-matching with hotels	<ul style="list-style-type: none"> Inform hotels of impending arrivals and how many rooms of what size is required 		<ul style="list-style-type: none"> Identify process for concierge – BCG Determine how much can be done in advance 			
PEOPLE ARRIVE IN MELBOURNE Team lead: [Redacted] Airport crisis management team: [Redacted] Unni Menon (DJPR) Claire Febey (DJPR)	Disembark	<ul style="list-style-type: none"> Conduct passenger health check 	[Redacted] DHHS	<ul style="list-style-type: none"> Confirm process for health check and what happens to sick passengers DHHS staff to deal with sick passengers – DHHS 	•	•	
		<ul style="list-style-type: none"> Explain to people they are detained and give information on process (propose ~15 people per Concierge) On-site translation service at airport provided by Translating and Interpreting Service (TIS National) for non-English speakers and the National Relay Service for passengers with hearing or speech impairments (on the phone tonight as part of their 24/7 service, but on-site later) 	[Redacted] Border Force / Concierge (TBC)	<ul style="list-style-type: none"> Need to have staff on the ground to provide information and answer questions – what about airline staff + authorised officer Identify who will perform concierge roles Brief staff / concierge team on what they need to do Agree protocol with Airport on who does what 	•	•	<ul style="list-style-type: none"> Check if Cth is doing concierge role Who will do this? VicPol? Check chain of custody Decide if on-site translation support needed on-top of phone line Do we need to provide concierge team with PPE?
	Meet	<ul style="list-style-type: none"> Collect/confirm information from passengers on their hotel needs (i.e. what size room) - check off against 'matching' list (provided by BCG team) Inform BCG team of any changes / updates required to hotel config. 	[Redacted] Concierge (TBC)	<ul style="list-style-type: none"> Identify process for concierge – BCG Identify inputs to Concierge team, e.g., passengers lists, scripts, process, etc. Quickly manually match first two days of flights to 	•	•	<ul style="list-style-type: none"> How do we pay Concierges?

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Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
		<ul style="list-style-type: none"> Confirm with hotels of impending arrivals and how many rooms of what size is required 		blocks of available hotels, ensuring enough flexibility for families – work with hotels to match to individual rooms (BCG)			
	Guide	<ul style="list-style-type: none"> Chaperone people (group of ~15) through border checks, customs, and baggage reclaim 	Personal Information	<ul style="list-style-type: none"> Identify number of concierge roles required? (BCG) Identify process for concierge – BCG 	•	•	<ul style="list-style-type: none"> Can taxi's / private vehilckce be used for overflow?
TRANSPORT	Bus ready	<ul style="list-style-type: none"> Skybus is ready and waiting at airport when each flight arrives Buses know where they are going Bus can hold 15-20 people. Full social distancing does not need to be observed (Braeden Hogan, DHHS). 85 buses available. 		<ul style="list-style-type: none"> Provide flight schedule and number of people to Skybus and see whether they can meet the need - i.e. do we have enough buses Confirm contractual arrangements 	•	•	<ul style="list-style-type: none"> Are there limitations on shifts?
Lead: Personal Information	Drive to hotel	<ul style="list-style-type: none"> People (and bags) are escorted on Skybus vehicles by XX, with 1 authorised person per bus Alternate transport available (taxi) for special needs 	Personal Information	<ul style="list-style-type: none"> Ensure sufficient authorised persons available 	•	•	<ul style="list-style-type: none"> Who is the authorised officer? People who parked their car at the airport?
Personal Information		<ul style="list-style-type: none"> Support services will be needed on the bus. Personal Information 		•	•	•	<ul style="list-style-type: none"> Test whether this is really required
	Clean and reuse	<ul style="list-style-type: none"> Transport vehicles are cleaned before reusing 		<ul style="list-style-type: none"> Confirm contractual arrangements with Skybus 	•	•	<ul style="list-style-type: none"> How long will cleaning take before bus is available for next trip?

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Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
HOTEL CHECK IN Lead: Cam Nolan <small>Personal Information</small> Unni Menon <small>Personal Information</small> BCG - <small>Personal Information</small> To assist Unni: <small>Personal Information</small>	Hotels ready	<ul style="list-style-type: none"> Hotels are booked and paid for prior to arrival Hotels need to be close to testing centres where possible 	<small>Personal Information</small>	<ul style="list-style-type: none"> Procure hotels in metro and regional (X required) Update list of hotels booked Can hotels 'pre-check-in' arrivals? (what would they need to do this?) 	<ul style="list-style-type: none"> Procure hotels in metro and regional (X required) 	<ul style="list-style-type: none"> Procure hotels in metro and regional (X required) 	<ul style="list-style-type: none"> Do we have sufficient rooms? How to scale up?
		<ul style="list-style-type: none"> Hotels are briefed beforehand and understand their role and the overall processes, know who to call if there are problems etc. 		<ul style="list-style-type: none"> Call hotels / provide info pack 			
	Check in	<ul style="list-style-type: none"> Passengers disembark the transport vehicle one by one and are checked in to the allocated hotel with their bags 	<small>Personal Information</small>	<ul style="list-style-type: none"> Need more detailed check in procedures e.g. confirm what identity checks are needed at hotel 			
STAY IN HOTEL ROOM Lead: <small>Personal Information</small> <small>Personal Information</small> Felicia Cousins <small>Personal Information</small> Rob Holland	Basic supplies	<ul style="list-style-type: none"> Hotel to provide food, toiletries, Wi-Fi, entertainment, laundry, sanitation (limited cleaning services). Need to ensure safety/hygiene for hotel staff. <small>Personal Information</small> 	<small>Personal Information</small>	<ul style="list-style-type: none"> Ensure sufficient hand sanitiser etc. Determine what hotel staff will and won't do 			<ul style="list-style-type: none"> Do hotel staff get PPE? Will hotel staff clean rooms? If not, Lisa Buckingham could engage Spotless.
	Special supplies	<ul style="list-style-type: none"> Case manager <small>Personal Information</small> to provide workforce) is a relationship manager and coordinates everything else: <ul style="list-style-type: none"> Daily check-ins Food and groceries, pharmacy supplies, education supplies, clothing. 	Felicia Rob H (groceries)	<ul style="list-style-type: none"> Determine how much of this could be done by hotel instead Get in touch with Woolworths (Rob H) Case manager role – liaise with <small>Personal Information</small> 			

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Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
		<ul style="list-style-type: none"> Other: childcare assistance, work from home needs etc. 		Buckingham to mobilise workforce <ul style="list-style-type: none"> Lock in EAP arrangements if required – talk to [Personal Information] 			
	Health and wellbeing	<ul style="list-style-type: none"> DHHS ultimately responsible for health and wellbeing Case manager ([Personal Information] to provide workforce) is a relationship manager and liaises with DHHS to: <ul style="list-style-type: none"> Connect with mental health needs – connect into DHHS Medical - need access to doctor - on-call doctor service with some mobile GP organisation 	[Personal Information]	<ul style="list-style-type: none"> Define accountabilities, role and responsibilities of DHHS – get sign off asap by Secretaries. See link with security and return to home. [Personal Information] 			<ul style="list-style-type: none"> Confirm need for EAP
	Recreation	<ul style="list-style-type: none"> Provide access to courtyard / recreation once daily, staggered to ensure social distancing. Separate from any other regular hotel guests. Special provision for families with kids to relocate to regional venue with more space. 	[Personal Information]	<ul style="list-style-type: none"> Give certainty that they will have recreation Check if we meet with Charter of Human Rights – write this up – check this with CHO directions 	<ul style="list-style-type: none"> Recreation policy – by Tues/Wed – Venue specific, access to open space or outside of their room. 		
	Cleaning	<ul style="list-style-type: none"> Specialist COVID cleaning after people go for recreation 	[Personal Information]	<ul style="list-style-type: none"> Engage specialist cleaning contract Use City of Melbourne contract ([Personal Information] for 10 cleaners/food delivery people from Spotless 			

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Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
	Hotel	<ul style="list-style-type: none"> At the hotel – VicPol hand over to hotel security + escalation through Vic Pol as required DHHS authorised officer to command and liaise with hotel security staff Security for people to remain in rooms and supervise during recreation 	Cam	<ul style="list-style-type: none"> Determine chain of custody Ensure sufficient private security – David Clements looking into labour hire for private security 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Who is the authorised officer?
	Return	<ul style="list-style-type: none"> No security required 	•	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
COMMUNICATIONS Lead: Tess – CF to contact Team shadow: [Personal Information]		<ul style="list-style-type: none"> Premier to speak in the morning 	[Personal Information]	<ul style="list-style-type: none"> Q&As back to DPC 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
		<ul style="list-style-type: none"> Passengers are greeted with a comms pack upon arrival Note: DPC [Personal Information] to coordinate information at point of departure 	[Personal Information]	<ul style="list-style-type: none"> Info pack 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> Intersection with DHHS Comms?
		<ul style="list-style-type: none"> Passengers can call hotline to ask about the program 	[Personal Information]	<ul style="list-style-type: none"> Scripts for COVID call centre 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
		<ul style="list-style-type: none"> Comms are provided to families of passengers at airport (or before?) 	[Personal Information]	<ul style="list-style-type: none"> TBC 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
GOVERNANCE / ADMIN Lead: [Personal Information] Rob Holland		<ul style="list-style-type: none"> Governance map of Airport, ADF, Border Force, AFP, VicPol, DHHS, DJPR, Concierge, Skybus, hotel, contracted services 	[Personal Information]	<ul style="list-style-type: none"> Sketch out roles and responsibilities 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">
		<ul style="list-style-type: none"> Coordinate information on passenger details with SCC 	Rob H with [Personal Information]	<ul style="list-style-type: none"> Determine what practices need to be in place by when 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

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Journey	Sub-journey	Proposed process	Owner	Action plan			Outstanding issues
				Next 24hrs	Next 24 – 48hrs	48hrs +	
		<ul style="list-style-type: none">Contract management and payment		<ul style="list-style-type: none">	<ul style="list-style-type: none">	<ul style="list-style-type: none">	<ul style="list-style-type: none">

Role of Border Force

- They can request airlines to provide the passenger manifests in advance
- They are working with DHHS on the initial triage
- They need to be involved if someone is going to be sitting in customs allocating people to hotels and buses
- They may also need to help tonight with self isolation and handing out flyers

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Claire Febey	DJPR		Personal Information
Cameron Nolan	DJPR		
Personal Information	DJPR		
	DJPR		
	DJPR		
	DJPR		
	DJPR		
Rob Holland	DJPR		
Personal Information	BCG		
	BCG		
	BCG		
Personal Information	DOT	Transport to hotel	
	DOT	Transport to hotel	
Unni Menon	DJPR	Sourcing hotels	
Personal Information	DJPR	Sourcing hotels	
Personal Information	DJPR	Airport	
	DJPR	Precincts	
Personal Information	DJPR	Precincts	
	DJPR	Engagement	
Personal Information	DJPR	Precincts	
	DJPR	Logistics	
Personal Information	DJPR	Logistics	
	DJPR	Airport travel logistics	
Personal Information	DPC	Protocol and events	
	DPC	Events	
	DPC		
	DET		
Personal Information	DJPR	Logistics	
	DJPR		
	DJPR		
	DJPR		
	DJPR		
	DJPR		
	DJPR	EAP service	Personal Information
Braeden Hogan	DHHS	DHHS liaison	

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SCC notes

Preliminary Actions

- Information of quarantine plan disseminated
 - Individuals
 - Families
 - Contracted solutions
- Quarantine accommodation and contracted transport booked
- Workforce identified and in position to conduct tasks
- Arrival schedules and manifests confirmed

Phase 1 – Reception

- Department of Transport
 - Sky bus contract - Tullamarine
 - Regional transportation
- Department of Jobs, Precincts and Regions
 - Reception parties established and coordinated at all entry points
 - Melbourne airport and customs liaison
 - Incoming passenger data
- Department of Health and Human Services
 - Health screening
 - Direction at airports and maritime ports
 - Providing access to psychological support
- VICPOL
 - Land side airport security
 - Liaise with AFP and Border Force

Phase 2 – Transport

- Department of Transport
 - Skybus tasked in accordance with projected arrivals
- Department of Jobs, Precincts and Regions

- Reception parties established at quarantine accommodation
- Department of Health and Human Services
 - Health support officers embarked on busses
 - Welfare services
- VICPOL
 - Bus escorts to ensure isolation compliance

Phase 3 – Accommodation

- Department of Jobs, Precincts and Regions
 - Management of accommodation contracts
 - Reception parties established to coordinate movement of passengers to quarantine accommodation
 - Management of life support for all passengers including food and amenities
 - Manage private security contract to enforce isolation of quarantine accommodation
- Department of Health and Human Services
 - Health checks conducted
 - COVID-19 testing conducted
 - Medical care provided
 - Transfer to health facility if required
- VICPOL
 - Provide security reserve force to support private security if required

Phase 4 – Return to the Community

- Department of Transport
 - Provision of transport to passengers to transit to original destination
- Department of Health and Human Services
 - Conduct of health reviews to allow release back into the community
 - Brief members on responsibilities
 - Psychological support

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Operation Soteria

Forced Quarantine for all Australian Arrivals from Midnight 28 March 2020 State of Victoria

Operations Plan

Approved for distribution by:

Emergency Management Commissioner	Signature	Date / Time
Andrew Crisp	Signed and scanned	28/3/2020 2000

Operation Soteria

Distribution

State Control Team	As per planning contacts list:
Strategic Planning Committee	DHHS
EMJPIC	DJPR
State Relief & Recovery Team / CAOG	DPC
	VicPol
	Department of Transport

Document Details

Version	Status	Author	Reviewer	Authorised for Release	Date
0.1	Draft for initial discussion	Kaylene Jones / Angus Hindmarsh		Andrew Crisp	27 March 2020
0.2	Draft for release as version 1.0	Deb Abbott / Kaylene Jones	Operation Soteria Coordination Meeting	Andrew Crisp	28 March 2020 1815 hours
1.0	Final Version released			Andrew Crisp	28 March 2020 2000 hours

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1. SITUATION

Prime Minister Scott Morrison has announced that all passengers who arrive in Australia after midnight on Saturday 28 March 2020 will go into mandatory quarantine in hotels for a fortnight.

- Passengers will be quarantined in the city in which they land, irrespective of where they live
- Two thirds of Australia's coronavirus cases are from people travelling from overseas
- Defence personnel will help State and Territory Police enforce self-isolation rules

1.1 Background

- Australian National Cabinet has directed that all passengers returning to Australia from international destinations are to undergo 14 days enforced quarantine.
- Expected volume of international passenger arrivals is 1500 per day.
- Direction from the Chief Health Officer is pending
- Heightened measures to curb the spread of COVID-19
- Assume small window of opportunity will lead to a spike in arrivals
- Primary port is assumed as Melbourne Airport.
- Alternate ports of entry may include Essendon Airport (Corporate Charter); Port of Melbourne, Geelong Port, Portland Port, Western Port (Cargo); Station Pier (passenger)
- Control for every movement upon arrival remains the authority of the Chief Health Officer

1.2 Authorising Environment - TBC

Public Health and Wellbeing Act 2008 (Vic)

Supporting documentation – Detention Notice issued pursuant to Public Health and Wellbeing Act 2008 (Vic) Section 200 (to be provided - Appendix 1)

1.3 Definitions

Passengers: Are all individuals who arrive in Australia after midnight on Saturday 28 March 2020 and who are quarantined in hotels for 14 days

2. MISSION

To implement enforced quarantine measures for all passengers entering Victoria through international air and sea points-of-entry to stop the spread of COVID-19.

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3. EXECUTION

- **Purpose.** Slow the spread of COVID-19 through Victoria
- **Method.** Implement enforced quarantine of passengers arriving internationally into Victoria.
- **End state.** All passengers that have arrived internationally to Victoria are quarantined for 14 days in order to mitigate the spread of COVID-19 within the Victorian community.

3.1 Phases to achieve identified objectives

3.1.1 Preliminary Actions

- During this period, all preparatory activities, to receive and comfortably accommodate arriving passengers that support each of the phases to be completed

3.1.2 Phase 1 – Reception

- Begins when passengers arrive via international airport or maritime port, separated from the general population to prevent transmission, transit through customs and prepared for travel to quarantine locations.
- This phase ends once passengers have embarked on bus transport

3.1.3 Phase 2 – Transport

- Begins with buses leaving international airport or maritime port.
- It involves the transit of passengers to quarantine accommodation in vicinity of COVID testing centres.
- This phase ends once passengers exit transport vehicles

3.1.4 Phase 3 – Accommodation

- This phase begins when reception party receives passengers for quarantine.
- This will involve 14 days of isolation within commercial hotel/motel solutions in vicinity of their entry points.
- This phase ends once 14 days has lapsed and members are reviewed for approval to exit quarantine accommodation.

3.1.5 Phase 4 – Return to the Community

- This phase begins when the member is reviewed for exit by quarantine management
- This will involve an assessment whether the passengers are safe to be allowed into the Victorian community.
- This phase ends once the member has been briefed on their health responsibilities and exits quarantine.

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3.2 Preliminary Phase

- Information is developed, distributed and executed as per communications plan
- All resources (physical and human) are in position ready to execute phases as required

3.3 Phase 1 – Reception

Personal Information

Personal Inform

Department of Health and Human Services (DHHS) are lead State-side

3.3.1 Communications

- DHHS will manage communications according to the Communications Plan
- DPC provide authorisation to overall Communications Plan

3.3.2 Airside Operations

3.3.2.1 AFP/ABF

- Melbourne airport security and customs liaison
- Provide passengers with required information about Direction/requirements
- Collection of entry data (manifest)
- Marshall passengers in an area that is secure and be able to facilitate health screening

3.3.2.2 DHHS

- Provision of and conduct of health screening and other well-being services (including psycho-social support)
- Provision of personal protective equipment for passengers
- Registration and initial needs identification of passengers for State-side use/application
- Provision of information pack for passengers [Joint contributions: DHHS/Department Jobs, Precincts and Regions (DJPR)/VicPol]

3.3.2.3 AFP/ABF

- Establish arrivals area for transport
- Marshall Passengers for boarding
- Assist boarding of passengers onto bus transport airside
- Escort bus transports to accommodation

3.3.2.4 Department of Transport (DoT)

- Manage bus transport State-side to accommodation

Personal Inform

VicPol

Personal Information

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3.3.3 State-side Operations

3.3.3.1 DHHS and DJPR

- Reception parties established and coordinated at all identified accommodation

Personal Inform

VicPol

Personal Information

3.4 Phase 2 – Transport

Note: DoT are lead

3.4.1 Communications

- DHHS will manage communications according to the Communications Plan
- DPC provide authorisation to overall Communications Plan

3.4.2 DoT

- Skybus and other DoT solutions tasked in accordance with projected arrivals
- Ensure transport of passengers between point of entry and accommodation

3.4.3 AFP

- Escort passengers to assigned accommodation
- Transfer manifest to VicPol on arrival at accommodation

3.4.4 VicPol

- Security and management of passenger disembarkation
- Marshalling and security of incoming passengers
- Receive manifest and passengers from AFP on arrival at accommodation

3.4.5 DHHS and DJPR

- Prepare for incoming passenger accommodation registration

3.5 Phase 3 – Accommodation

3.5.1 Communications

- DHHS will manage communications according to the Communications Plan
- DPC provide authorisation to overall Communications Plan

3.5.2 DJPR

- Manage accommodation contracts
- Manage private security contracts to enforce quarantine requirements at accommodation
- Reception parties established to coordinate movement of passengers from transport into accommodation (with DHHS)
- Detailed identification of, capture and management of special/social needs (with DHHS)

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- Management of services for all passengers including food and amenities

3.5.3 DHHS

- Passenger data reconciled with airside entry data
- Detailed identification of, capture and management of special/social needs (with DJPR)
- Establish FEMO teams at accommodation points to undertake initial health screening
- If required, social workers to provide support to passengers with complex needs
- Provision of psycho-social first aid
- Access to 24/7 nursing support for emerging health needs
- Provision of regular welfare calls to all quarantined passengers

3.5.4 VicPol

- Provision of support to private security as required

3.6 Phase 4 – Return to the Community

3.6.1 Communications

- DHHS will manage communications according to the Communications Plan
- DPC provide authorisation to overall Communications Plan

3.6.2 DHHS

- Conduct of health reviews to allow release back into the community
- Outgoing passenger responsibilities brief
- Arrangements for any ongoing Psycho-social support

3.6.3 DoT

- Provision of transport to passengers to original destination/transit node

3.7 Strategies and tactics proposed to achieve tasks and objectives

3.7.1 Coordinating Instructions

3.7.1.1 Timings

Preliminary Phase

- Arrival data and maritime ports confirmed no later than 28 1000 Mar 20
- Transport confirmed no later than 28 1300 Mar 20
- Quarantine Accommodation confirmed no later than 28 1600 Mar 20
- International terminal at Tullamarine prepared for quarantine by 28 2200 Mar 20

Phase 1

- Reception party at international airport and maritime port no later than one hour prior to scheduled flights/vessel arrivals

Phase 2

- Transport in position no later than 1 hour prior to scheduled flights/vessel arrivals

Phase 3

- Service provision is in place for passenger quarantine for a minimum of 14 days

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Phase 4

- Release party in place to meet passenger needs for an effective return to community

3.7.1.2 Locations

Airports

- Tullamarine

Maritime Ports

- TBC

Quarantine Accommodation

- TBC

3.8 Daily arrivals schedule – see Appendix 2

3.9 Synchronisation matrix - See Appendix 4

4. COORDINATION

State Control Centre is the central coordination point for all phases

4.1 Communications Plan (Lead DHHS - Marita Tabain)

- 4.1.1 Authorisation of communications plan by DPC
- 4.1.2 Communications plan to incorporate:
 - To returning citizens/residents
 - To returning citizens/residents family
 - Media release plan

4.2 Planning Points of Contact – See Appendix 3

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Appendix 1

Detention Order pending

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Appendix 2

DAILY TIMINGS (AS AT 28 1609 MAR 20)

Arrivals for 29 March 2020

Passenger arrivals MEL (Tullamarine)

Flight Number	Sched. Date	Depart. Airport	Sched. Arrival time	Aircraft type	Gate	Pax	Comment
QR994	29/3/2020	DOH	0700	77W	9	17	Doha
AC037	29/3/2020	YVR	0835	789	7	119	Vancouver
CZ321	29/3/2020	CAN	0940	333	16	38	Guangzhou
MU737	29/3/2020	PVG	1000	789	18	18	Shanghai Pudong
NZ123	29/3/2020	AKL	1050	77W	11	100	Auckland 1 X UNACCOMP. MINOR
QR904	29/3/2020	DOH	1830	351	9	200	Doha
Total Passengers						492	

Flights in transit 28 March 2020 – Flight tracking on time as at 1955 hrs 28 March 2020

Flight Number	Sched. Date	Depart. Airport	Sched. Arrival time	Aircraft type	Gate	Pax	Comment
CX163	28/3/2020	HKG	2252		16		Hong Kong

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Appendix 3

Contacts List

Department	Contact Name	Email	Phone
State Control Centre – Deputy Controller Class 2 – Health.. Operation Soteria	Chris Eagle	Personal Information [REDACTED] @delwp.vic.gov.au	
Department of Transport	Jeroen Weimar Kim Schriener	Personal Information [REDACTED] @ptv.vic.gov.au Personal Information [REDACTED] @transport.vic.gov.au	TBA TBA
Department of Jobs, Precincts and Regions	Claire Febey Rob Holland	Personal Information [REDACTED] @ecodev.vic.gov.au Personal Information [REDACTED] @ecodev.vic.gov.au	TBA Personal Information [REDACTED]
Department of Health and Human Services - SCC	Michael Mefflin	Personal Information [REDACTED] @dhhs.vic.gov.au	TBA
VicPol	Mick Grainger Sussan Thomas	Personal Information [REDACTED] @police.vic.gov.au Personal Information [REDACTED] @police.vic.gov.au	Personal Information [REDACTED] TBA
Department of Premier and Cabinet – Communications	Marita Tabain Sarah Caines		TBA Personal Information [REDACTED]
Department of Premier and Cabinet	Helen Stitt	Personal Information [REDACTED] @dpc.vic.gov.au	TBA
Department of Health and Human Services – Melbourne Airport Representative			
Emergency Management Victoria	Deb Abbott Kaylene Jones	Personal Information [REDACTED] @scc.vic.gov.au	Personal Information [REDACTED]
ADF	John Molnar	Personal Information [REDACTED] @scc.vic.gov.au	

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Appendix 4

Outline of agency involvement across the stages of enforced quarantine

Function	Lead agency	Preliminary Stage	Stage 1 : Receive passengers at point of entry	Stage 2: Move passengers from point of entry to accommodation	Stage 3: Accommodation for passengers over 14 days
Command and Control	SCC	Queue and trigger DHHS as required	Monitoring the task and coordinate actions	Monitoring the task and coordinate actions	Monitoring and coordinate actions
	DHHS	Plan/organise	Operational command	Operational command	Operational command
Process	Australian Border Force/ Australian Federal Police	Preparation	Receive and process passengers (airside). Handover from Personal Information		
Process	DJPR	Preparation		Transfer of responsibility from DJPR to DoT	Assist DHHS
Transport	DoT	Organisation of transport for stage 2	Position buses at the point of entry, ready for stage 2	Receiving transfer of responsibility from DJPR. Executive move of passengers from point of entry to accommodation	Transfer of responsibility from DoT to DHHS
Accommodation	DHHS	Organisation of transport for stage 3	Confirm readiness of accommodation, ready for stage 3	Receive travellers at accommodation	Receiving responsibility from DoT Manage, respond to passenger needs

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					accomm
Strategic Messaging	DPC	Conduct messaging to: <ul style="list-style-type: none"> • passengers • any persons intending to receive passengers • general public • media 		Monitoring adverse media/public rea	
Security	VicPol	Prepare for response, contain		Support containment and r	
Health and Wellbeing	DHHS	Prepare for support			Supportin

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From: Simon Phemister (DJPR)
Sent: Wed, 1 Jul 2020 18:25:27 +1000
To: [Personal Information] (VICMIN)
Subject: Fwd: DJPR - DHHS role clarity

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From: Claire Febey (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Tuesday, June 30, 2020 3:12:41 PM
To: Simon Phemister (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Subject: FW: DJPR - DHHS role clarity

From: Claire Febey (DEDJTR)
Sent: Sunday, 29 March 2020 5:29 PM
To: Jason Helps (DHHS) <[Personal Information]@dhhs.vic.gov.au>
Cc: Rob Holland (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Braedan Hogan (DHHS) <[Personal Information]@dhhs.vic.gov.au>; Andrea Spiteri (DHHS) <[Personal Information]@dhhs.vic.gov.au>; Chris B Eagle (DELWP) <[Personal Information]@delwp.vic.gov.au>; Andrew S Crisp (DJCS) <[Personal Information]@justice.vic.gov.au>; Melissa Skilbeck (DHHS) <[Personal Information]@dhhs.vic.gov.au>; [Personal Information] (DHHS) <[Personal Information]@dhhs.vic.gov.au>; Michael Mefflin (DHHS) <[Personal Information]@dhhs.vic.gov.au>
Subject: RE: DJPR - DHHS role clarity

Jason, Chris

Many thanks to you both for our discussions today. We're grateful for the clarity on your expectations regarding roles and responsibilities.

As agreed, we will continue with everything as is planned for the next 24 hours. This includes decisions on the placement of arrivals in hotels, engaging contractors to activate our next site (Crowne Plaza) and decisions about the daily and packages of support provided to people in quarantine.

We will escalate any issue to you that relates to the direction, for example the need to determine rules regarding recreation, and provide you with an update later tonight on arrangements for tomorrow.

Tomorrow we will commence planning with you and the team to clarify roles and responsibilities in the first instance, and then an orderly transition to ongoing arrangements.

Many thanks

Claire

Claire Febey
 Executive Director, Priority Projects Unit | Office of the Secretary
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition St, Melbourne, Victoria Australia 3000

Personal Information

Personal Information <[REDACTED]>
<[REDACTED]>@ecodev.vic.gov.au

From: Jason Helps (DHHS) <[REDACTED]>@dhhs.vic.gov.au>
Sent: Sunday, 29 March 2020 4:58 PM
To: Claire Febey (DEDJTR) <[REDACTED]>@ecodev.vic.gov.au>
Cc: Rob Holland (DEDJTR) <[REDACTED]>@ecodev.vic.gov.au>; Braedan Hogan (DHHS) <[REDACTED]>@dhhs.vic.gov.au>; Andrea Spiteri (DHHS) <[REDACTED]>@dhhs.vic.gov.au>; Chris B Eagle (DELWP) <[REDACTED]>; Andrew S Crisp (DJCS) <[REDACTED]>@justice.vic.gov.au>; Melissa Skilbeck (DHHS) <[REDACTED]>; [REDACTED] (DHHS) <[REDACTED]>@dhhs.vic.gov.au>; Michael Mefflin (DHHS) <[REDACTED]>@dhhs.vic.gov.au>
Subject: DJPR - DHHS role clarity

Dear Claire,

As you are aware The Department of Health and Human Services (DHHS) is the Control Agency for the COVID-19 Pandemic, and at this time I am the State Controller – Health appointed by the Control Agency under the *Emergency Management Act*. Prof Brett Sutton is the Chief Health Officer leading the Public Health response under the *Public Health and Wellbeing Act*.

As the Control Agency, DHHS has overall responsibility for all activities undertaken in response to this emergency. The response to the direction for all passengers returning to Victoria after 11.59 p.m. 28/03/20 requiring to be quarantined in approved accommodation is being led by Dep State Controller Chris Eagle as “Operation Soteria”.

As discussed today I am extremely grateful to the support DJPR have provided to date, your team have demonstrated flexibility, good planning and expertise which has contributed to making the first day as successful as it could be. I also look forward to your team continuing to support Operation Soteria.

It is important however that we clarify some roles and responsibilities and work on a transition plan over the next day or so. Chris Eagle will work with you on this. Many of the roles DJPR provided in the planning, and operationally today will need to transition to the Deputy State Controller and DHHS as the Control Agency. I would like to clarify that, at a minimum, I would request DJPR continue to provide the valuable work in procurement of hotels and the services required to support people under the direction to detain, I don’t underestimate the complexity of this task in the current environment. It will be vital that DHHS make the operational decisions in regards to which hotels we utilise and when, along with other decisions which require a risk assessment by the Chief Health Officer or delegated Authorised Officer.

It was a pleasure to discuss this with you today and I sense the value of working closely on this for both agencies.

Please contact me again if I can assist or if a resolution cannot be reached during the handover process.

Regards

Jason Helps

Deputy Director Emergency Operations and Capability | Emergency Management Branch
Department of Health and Human Services | 50 Lonsdale Street, Melbourne Victoria 3000

Personal Information

www.dhhs.vic.gov.au | www.emergency.vic.gov.au | <https://twitter.com/VicGovDHHS>

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From: Simon Phemister (DEDJTR)
Sent: Sat, 28 Mar 2020 13:42:34 +1100
To: Unni Menon (DEDJTR)
Cc: Donna Findlay (DEDJTR)
Subject: Re: UPDATED -: For Your Urgent Review and Approval Please

Approved. Thanks team

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From: Unni Menon (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Saturday, March 28, 2020 1:26:43 PM
To: Simon Phemister (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Cc: Donna Findlay (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: UPDATED -: For Your Urgent Review and Approval Please

Hi Simon

We are now formalising contractual arrangements with securing hotel room inventory. I have now consulted with AHA([Personal Info] who is happy with our list(I have now added another 4 x properties that AHA wanted on the list).

In accordance with your request to make arrangements with hotels for returning international travellers and vulnerable community members to be accommodated in isolation for 14 days, 31 hotels as listed in the attached Excel Spreadsheet, are agreeable to enter into such arrangements.

We are seeking your authorisation to send confirmation emails with attached contract (in the form attached to this email). More particularly, we are seeking that you issue an authorisation to the following effect –

I authorise Unni Menon and Donna Findlay to:

- i. send emails on my behalf to the hotels listed in the attached spreadsheet confirming that the department wishes to book the number of rooms identified in the attached spreadsheet, at the agreed rates (as specified in the spreadsheet) subject to the department's terms and conditions;
- ii. agree/sign the contract and any associated documents to confirm the above bookings;
and
- iii. make payments in accordance with these arrangements.

If you agree to proceeding with the above arrangement, it would be appreciated if you were able to confirm your agreement by return email, authorising the department to proceed on this basis.

Regards

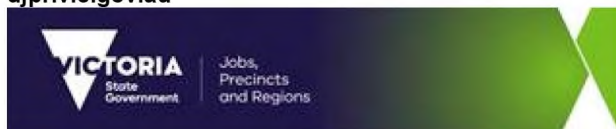
Unni Menon
Executive Director

Department of Jobs, Precincts and Regions
Level 7, 1 Spring Street, Melbourne, 3000

Personal Information [Redacted]

Personal Information [Redacted] [@djpr.vic.gov.au](mailto:unni.menon@djpr.vic.gov.au)

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From: Cameron Nolan (DEDJTR)
Sent: Mon, 30 Mar 2020 17:27:18 +1100
To: Braedan J Hogan (DHHS)
Cc: Chris B Eagle (DELWP);Andrea C Spiteri (DHHS);StateEmergencyManagementCentre SEMC (DHHS);Claire Febey (DEDJTR);Katrina Currie (DEDJTR);David Clements (DEDJTR)
Subject: RE: Security briefing and role
Attachments: RE: Hotel security briefing, Security support for hotel quarantine .docx, Security in hotels - roles and responsibilities.docx

Hi all

The attached document provides an overview of the instructions we have been giving verbally to our two contracted private security companies: Unified and Wilson. However, we see DJPR's role as leading the contracting of the security companies, whereas DHHS and SCC should be 'in command' of them.

To that end, we sent the attached email on Saturday with a suggested brief and Q&As for DHHS to complete and provide to the security companies. I suggest updating this document and formally providing it to the security managers at each site.

There are a few critical things that we have assumed and communicated, including that the private security companies should not physically engage with any people under quarantine and instead escalate to VicPol. But you should confirm those instructions with the security companies.

Happy to discuss more.

Thanks
 Cam

Cam Nolan

Executive Director | Priority Projects Unit
 Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition St, Melbourne VIC 3000

Personal Information

From: Claire Febey (DEDJTR) ^{Personal Information} @ecodev.vic.gov.au>
Sent: Monday, 30 March 2020 4:29 PM
To: Braedan J Hogan (DHHS) ^{Personal Information} @dhhs.vic.gov.au>
Cc: Chris B Eagle (DELWP) ^{Personal Information} @delwp.vic.gov.au>; Andrea C Spiteri (DHHS) ^{Personal Information} @dhhs.vic.gov.au>; StateEmergencyManagementCentre SEMC (DHHS) <semc@health.vic.gov.au>; Cameron Nolan (DEDJTR) ^{Personal Information} @ecodev.vic.gov.au>
Subject: RE: Security briefing and role

Sure Braedan.

I am cc'ing my colleague Cam Nolan who has oversight of this.

Please let us know how you would like to connect.

Claire

From: Braedan Hogan (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:[redacted]@dhhs.vic.gov.au)
Sent: Monday, 30 March 2020 4:26 PM
To: Claire Febey (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:[redacted]@ecodev.vic.gov.au)
Cc: Chris B Eagle (DELWP) Personal Information [@delwp.vic.gov.au](mailto:[redacted]@delwp.vic.gov.au); Andrea C Spiteri (DHHS) Personal Information [@dhhs.vic.gov.au](mailto:[redacted]@dhhs.vic.gov.au); StateEmergencyManagementCentre SEMC (DHHS) [<semc@health.vic.gov.au>](mailto:semc@health.vic.gov.au)
Subject: Security briefing and role

Hi Claire,

We are seeking to understand how the private security have been briefed and what there role is and the limits of this role.

We are considering the role of security, AO's and VicPol.

Braedan

Braedan Hogan
Deputy Director, Strategy and Policy
Emergency Management Branch
Regulation, Health Protection & Emergency Management Division
Department of Health and Human Services
50 Lonsdale Street Melbourne Victoria 3000

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From: Cameron Nolan (DEDJTR)
Sent: Sat, 28 Mar 2020 17:40:41 +1100
To: Michael N Mefflin (DHHS); Braedan J Hogan (DHHS); [Personal Information] (DHHS); [Personal Information] (DHHS)
Cc: Rob Holland (DEDJTR); Donna Findlay (DEDJTR); David Clements (DEDJTR); [Personal Information] (DPC); Katrina Currie (DEDJTR); [Personal Information] (DEDJTR); Unni Menon (DEDJTR); Claire Febey (DEDJTR); [Personal Information] (DEDJTR); [Personal Information] (DEDJTR)
Subject: RE: Hotel security briefing
Attachments: Security in hotels - roles and responsibilities.docx

Hi DHHS team

Thanks for the discussions today on briefing security guards on how they should assist authorised officers to enforce the CHO's directions inside the hotels.

As discussed, you are providing written material to these security contractors so they can properly understand what their role is in enforcing these directions and who to contact if something goes wrong. In case it's helpful, we have started on a two-page Q&A document that could be sent from DHHS to these contractors. If this information is not already covered off in the material you are preparing, we suggest using this doc as a base by filling out more information or correcting anything that we have got wrong.

Note we think there are some additional important public health questions that will need to be answered for each hotel in coordination with DHHS:

- Where can guests go in each hotel and when? Can they go to any communal or outside areas, or are they literally not meant to leave their room at all? If some movement is permitted in the hotel, this will need to be specified and agreed for each hotel depending on its facilities and layout.
- Should hotels be amending their evacuation plans to incorporate social distancing measures? They will also need to make arrangements so that people don't enter the community if an evacuation is required, but this is more a security issue than a public health one.

So to be clear – we are working on the basis that the attached document has been handed over to you to finish off (if it's not already covered in what you're preparing).

Very happy to take calls and provide further assistance.

Thanks
 Cam

Cam Nolan
 Executive Director | Priority Projects Unit
 Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition St, Melbourne VIC 3000
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-----Original Appointment-----

From: Cameron Nolan (DEDJTR)

Sent: Saturday, 28 March 2020 12:43 PM

To: Cameron Nolan (DEDJTR); Katrina Currie (DEDJTR); Michael Mefflin (DHHS); David Clements (DEDJTR); [Personal Information] (DPC); Braedan Hogan (DHHS)

Cc: Rob Holland (DEDJTR); Donna Findlay (DEDJTR); [Personal Information] (DHHS); [Personal Information] (DHHS); Nigel Coppick

Subject: Hotel security briefing

When: Saturday, 28 March 2020 2:00 PM-2:30 PM (UTC+10:00) Canberra, Melbourne, Sydney.

Where: Skype Meeting: click on the link in this invite to join

Purpose of the meeting: For DHHS to provide guidance to the security firm on the roles, responsibilities and coordination points to help manage people being detained at the hotels.

[Join Skype Meeting](#)

Trouble Joining? [Try Skype Web App](#)

[Help](#) | [Legal](#)

Any issues connecting let me know

Cam

Cam Nolan

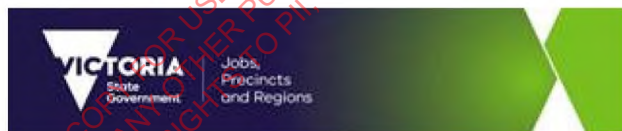
Executive Director | Priority Projects Unit

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition St, Melbourne VIC 3000

[Personal Information]

[Personal Information] @djpr.vic.gov.au



We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

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Security consultants

Roles and responsibilities for hotel quarantine

Core duties at the hotel

Security personnel have been engaged to support authorised officers from the Victorian Department of Health and Human Services (DHHS) and Victoria Police to uphold mandatory quarantine directions from Chief Health Officer. This means ensuring the safety of quarantined guests and the people that those guests will interact with.

These duties are as follows:

- Support the Chief Health Officer, authorised officers and Victoria Police in the enforcement of the *Isolation (International Arrivals) Directions* (**Attachment A**) on the premises of the hotel.
- Ensure quarantined guests do not leave the hotel for the period of their quarantine without the permission of an authorised officer.
- Ensure that any disputes involving quarantined guests in the hotel are de-escalated without physical contact. If unable to de-escalate, Victoria Police should be contacted immediately.
- Provide advice to quarantined guests on which areas they can go to in the hotel (**Attachment B**) and ensure that this is upheld.

When do my duties start?

Victoria Police officers will be present at the hotel to meet quarantined guests upon their arrival. Once they have been checked in, Victoria Police officers will hand over to the security personnel to escort guests to their rooms and oversee their safety during their stay.

Will there be existing hotel security and how should we work with them?

You should fully coordinate and cooperate with the security and operations team at the hotel. Your manager will need to liaise with the hotel's existing security and operations team for advice on hotel layouts, access and exit points and emergency evacuation protocols.

Who should I contact if I don't know the answer to a guest's question?

If a **guest has a question** about their quarantine, they should contact a **dedicated information line at [insert number]** which will answer any queries guests may have.

If a security team member has a question about how to ensure the safety of guests and uphold the Chief Health Officers directions, speak to your manager. If they are unable to provide an answer, your manager should contact **[insert contact name and number]** at DHHS.

Are quarantined guests allowed to leave the hotel?

As stated in the *Isolation (International Arrivals) Directions*, quarantined guests are not allowed to leave the grounds of the hotel for the duration of their quarantine.

Are quarantined guests allowed to visit other areas of the hotel or use the hotel facilities?

This will be dependent on the policy of the individual hotel as directed by an authorised officer. The details of movement within each hotel is set out in **Attachment B**.

In the event that guests are not allowed to use hotel facilities or travel to other parts of the hotel, you should inform guests of this if they ask. If they do not comply, your manager should contact Victoria Police.

Are friends and family of guests allowed to visit people who are quarantined at the hotel?

No. As stated in the *Isolation (International Arrivals) Directions*, apart from medical professionals in an emergency situation, the only other external parties who can enter the hotel to see a quarantined guest are the parents, guardians or temporary carers of quarantined guests under 18 years old. All other external parties are not permitted to visit quarantined guests.

Can I use physical contact in the enforcement of my duties?

Manhandling of quarantined individuals is not permitted at any time. Any disputes that cannot be de-escalated verbally should be referred to your manager who will contact Victoria Police directly. The Victoria Police contact is **[contact name and number]**.

What happens in the event of an evacuation?

Your security team, the hotel, Victoria Police and the Melbourne Fire Brigade will need to establish evacuation protocols that ensure the safety of all people in the hotel and, where possible, ensure social distancing requirements are met.

What should I do if medical assistance is required

A 24 hour nurse service will be stationed at the hotel. Their contact number is **[contact number]**.

If it is emergency call 000.

What about social support for guests who need help?

Red Cross members will be on site to provide additional support where needed. The key contact for Red Cross is **[contact name and number]**.

Private security support for hotel quarantine

Roles and responsibilities of security staff assisting with hotel quarantine

Security personnel have been engaged by the Department of Jobs Precincts and Regions (DJPR) to support authorised officers from the Victorian Department of Health and Human Services (DHHS) and Victoria Police to uphold mandatory quarantine directions from the Chief Health Officer.

The duties of these security staff at the hotels are as follows:

- Support the Chief Health Officer, authorised officers and Victoria Police in the enforcement of the *Isolation (International Arrivals) Directions* on the premises of the hotel.
- Support Victoria Police, hotel staff and Victorian Government staff to register people under quarantine at the hotel and escort them to their rooms.
- Ensure people under quarantine do not leave their rooms for the period of their quarantine without the permission of an authorised officer. This includes a security presence for: the front foyer, each floor on which guests are located, and at entry and exit points throughout the hotel.
- Refer enquiries and concerns from people under quarantine to authorised officers and other support services being provided at the hotel.
- Ensure that any disputes are de-escalated without physical contact. If unable to de-escalate, the security staff have been instructed to immediately escalate to Victoria Police.

Security companies that have been engaged: as at 30 March 2020

Hotel	Security company	Approximate number of security personnel engaged*
Crown Promenade 8 Whiteman St, Southbank VIC 3006	Unified Security	30 security personnel 24/7 across 6 floors
Crown Metropole 8 Whiteman St, Southbank VIC 3006	Unified Security	45 security personnel 24/7 across 15 floors
Crowne Plaza 1-5 Spencer St, Melbourne VIC 3008	Wilson Security	27 security personnel 24/7 across 6 floors

* The number of security personnel at these hotels will be increased as more people are accommodated at these sites. Further security will also be engaged as more hotels are activated for quarantine. Negotiations are currently underway with Wilson Security for it to undertake security for the next two hotels that are being prepared for activation: Pan Pacific Melbourne and ParkRoyal Melbourne Airport. DJPR is also in preliminary discussions with MSS Security should more sites be required, including in regional Victoria.

Security consultants

Roles and responsibilities for hotel quarantine

Core duties at the hotel

Security personnel have been engaged to support authorised officers from the Victorian Department of Health and Human Services (DHHS) and Victoria Police to uphold mandatory quarantine directions from Chief Health Officer. This means ensuring the safety of quarantined guests and the people that those guests will interact with.

These duties are as follows:

- Support the Chief Health Officer, authorised officers and Victoria Police in the enforcement of the *Isolation (International Arrivals) Directions* (**Attachment A**) on the premises of the hotel.
- Ensure quarantined guests do not leave the hotel for the period of their quarantine without the permission of an authorised officer.
- Ensure that any disputes involving quarantined guests in the hotel are de-escalated without physical contact. If unable to de-escalate, Victoria Police should be contacted immediately.
- Provide advice to quarantined guests on which areas they can go to in the hotel (**Attachment B**) and ensure that this is upheld.

When do my duties start?

Victoria Police officers will be present at the hotel to meet quarantined guests upon their arrival. Once they have been checked in, Victoria Police officers will hand over to the security personnel to escort guests to their rooms and oversee their safety during their stay.

Will there be existing hotel security and how should we work with them?

You should fully coordinate and cooperate with the security and operations team at the hotel. Your manager will need to liaise with the hotel's existing security and operations team for advice on hotel layouts, access and exit points and emergency evacuation protocols.

Who should I contact if I don't know the answer to a guest's question?

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If a security team member has a question about how to ensure the safety of guests and uphold the Chief Health Officers directions, speak to your manager. If they are unable to provide an answer, your manager should contact **[insert contact name and number]** at DHHS.

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What should I do if medical assistance is required

A 24 hour nurse service will be stationed at the hotel. Their contact number is **[contact number]**.

If it is emergency call 000.

What about social support for guests who need help?

Red Cross members will be on site to provide additional support where needed. The key contact for Red Cross is **[contact name and number]**.

Sent: Fri, 3 Apr 2020 21:47:38 +1100
To: [REDACTED] (DHHS); Felicia Cousins (DEDJTR)
Cc: Jason Helps (DHHS); Andrea C Spiteri (DHHS); Pam Williams (DHHS); [REDACTED] (DHHS); Michael N Mefflin (DHHS); Merrin C Bamert (DHHS); [REDACTED] (DHHS); Braedan J Hogan (DHHS); [REDACTED] (DELWP); 'SCC-Vic (State Controller Health'; State Emergency Management Centre SEMC (DHHS); Gonul Serbest (DEDJTR); [REDACTED] (DEDJTR)
Subject: RE: Proposed use of Parkroyal hotel - Airport

Hi [REDACTED]

Thanks for checking in and raising your questions about the use of Parkroyal on Sunday.

We're enormously keen to meet DHHS' full set of needs with hotel selection, and from your email it seems that there are additional parties across DHHS that we should be involving earlier in the selection and assessment of sites. My sincere apologies if the right people haven't been involved and if you can give me advice on this I'll take it up as an immediate action for improvement with the team on Monday.

However it would be extremely challenging to change from Parkroyal at this late stage as **we do not have an alternative property prepared and activated:**

- Parkroyal is scheduled to come online on Sunday, but with the recent addition of a new flight **may now be required on Saturday night;**
- The hotel has been fully prepared by the DJPR team today including an assessment by security, Vic Pol and other partners, food preparation has commenced and groceries and other essential supplies have been prepositioned at the hotel.

I completely acknowledge that from a DHHS perspective it is preferable to cluster sites. I am more than happy to share the full list of sites that have been contracted and work with you to better understand how you would like to rank these from a location perspective.

However I **strongly recommend that we proceed with Parkroyal as the next site for Saturday night or Sunday** as we do not have an alternative property prepared.

Please let me know if you would like to escalate or discuss this further.

Many thanks

Claire

Claire Febey
 Executive Director, Priority Projects Unit | Office of the Secretary
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition St, Melbourne, Victoria Australia 3000

[REDACTED]

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From: [Personal Information] (DHHS) <[Personal Information]@dhhs.vic.gov.au>
Sent: Friday, 3 April 2020 8:13 PM
To: Felicia Cousins (DEDJTR) [Personal Information]@ecodev.vic.gov.au; Claire Febey (DEDJTR) [Personal Information]@ecodev.vic.gov.au
Cc: Jason Helps (DHHS) [Personal Information]@dhhs.vic.gov.au; Andrea C Spiteri (DHHS) [Personal Information]@dhhs.vic.gov.au; [Personal Information]@dhhs.vic.gov.au; Pam Williams (DHHS) [Personal Information]@dhhs.vic.gov.au; [Personal Information] (DHHS) [Personal Information]@dhhs.vic.gov.au; Michael N Mefflin (DHHS) [Personal Information]@dhhs.vic.gov.au; [Personal Information]@dhhs.vic.gov.au; Merrin C Bamert (DHHS) [Personal Information]@dhhs.vic.gov.au; [Personal Information] (DHHS) [Personal Information]@dhhs.vic.gov.au; Braedan J Hogan (DHHS) [Personal Information]@dhhs.vic.gov.au; [Personal Information] (DELWP) [Personal Information]@delwp.vic.gov.au;
 'SCC-Vic (State Controller Health' <scvcvic.sctrl.health@scc.vic.gov.au>;
 StateEmergencyManagementCentre SEMC (DHHS) <semc@health.vic.gov.au>
Subject: Proposed use of Parkroyal hotel - Airport
Importance: High

Hi Felicia and Claire –

Just checking in with you re. proposed use of the Parkroyal on Sunday. Keen to understand:

- if there any potential to instead use another hotel in the CBD/Crown Precinct
- whether we can obtain visibility to the full list of hotels contracted by DJPR for the COVID response to support planning

As you are aware we have established relationships with the pharmacy in Southgate and resources move between the hotels. While we can staff up the ParkRoyal with DHHS officers, it's the additional health and welfare services that will be difficult to duplicate across a broad geographical footprint without a decent lead time.

Happy to discuss if helpful,

Kind regards,

[Redacted Signature]

A/Manager, Emergency Operations | Emergency Management
 Department of Health & Human Services | 50 Lonsdale Street Melbourne Vic 3000

[Personal Information]

www.dhhs.vic.gov.au/emergency | www.emergency.vic.gov.au |  @VicGovRecovery

From: [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Friday, 3 April 2020 7:56 PM
To: [Personal Information]@melair.com.au; [Personal Information] <[Personal Information]@abf.gov.au>; [Personal Information]@afp.gov.au; Cameron Nolan (DEDJTR) [Personal Information]@ecodev.vic.gov.au; Claire Febey (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information]@abf.gov.au; [Personal Information]@dhhs.vic.gov.au; [Personal Information]@ecodev.vic.gov.au; Gonul Serbest (DEDJTR) <[Personal Information]@global.vic.gov.au> [Personal Information]@skybus.com.au; [Personal Information] (DEDJTR) [Personal Information]@ecodev.vic.gov.au; [Personal Information]@melair.com.au;

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 Personal Information @melair.com.au>; Personal Information @dnata.com.au'
 Personal Information @dnata.com.au>; Michael Grainger (VICPOL)
 Personal Information @police.vic.gov.au>; Michael Mefflin (DHHS) Personal Information @dhhs.vic.gov.au>;
 Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>; NorthandWest EOC (DHHS)
 <NorthandWest.EOC@dhhs.vic.gov.au>; Paul Stagg (DEDJTR) Personal Information @global.vic.gov.au>; Personal Information
 Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>; Personal Information @melair.com.au>;
 ProtectionOps-Aviation-Melbourne-Airport-Uniform-Supervisors@afp.gov.au>; Personal Information
 Personal Information @melair.com.au>; Personal Information @melair.com.au>; SPOC-PLANNING-
 MGR <SPOC-PLANNING-MGR@police.vic.gov.au>; Personal Information (VICPOL)
 Personal Information @police.vic.gov.au>; Personal Information (DEDJTR) Personal Information @global.vic.gov.au>; Personal Information
 Personal Information @melair.com.au>; Personal Information s@melair.com.au>; Unni Menon
 (DEDJTR) Personal Information @ecodev.vic.gov.au>; Wilson Duty Manager
 <dutymanager.melair@wilsongroupau.com>; Chris Eagle (DELWP) Personal Information @delwp.vic.gov.au>;
 StateEmergencyManagementCentre SEMC (DHHS) <semc@health.vic.gov.au>; Braedan Hogan
 (DHHS) Personal Information @dhhs.vic.gov.au>; Personal Information (DHHS)
 Personal Information @dhhs.vic.gov.au>; Personal Information @ecodev.vic.gov.au>;
 Felicia Cousins (DEDJTR) Personal Information @ecodev.vic.gov.au>; Rachaele May (DEDJTR)
 Personal Information @agriculture.vic.gov.au>; Personal Information @ecodev.vic.gov.au>;
 Personal Information @ecodev.vic.gov.au>; Personal Information (DEDJTR)
 Personal Information @ecodev.vic.gov.au>; Personal Information (DEDJTR)
 Personal Information (DEDJTR) Personal Information @ecodev.vic.gov.au>; Personal Information (DEDJTR)
 Personal Information @ecodev.vic.gov.au>; Rob Holland (DEDJTR) Personal Information @ecodev.vic.gov.au>;
 Personal Information (VICPOL) Personal Information @police.vic.gov.au>; Personal Information @melair.com.au>; Donna
 Findlay (DEDJTR) Personal Information @ecodev.vic.gov.au>; sccvic.sctrl.health@scc.vic.gov.au>; Katrina
 Currie (DEDJTR) Personal Information @ecodev.vic.gov.au>; David Clements (DEDJTR)
 Personal Information @ecodev.vic.gov.au>; Personal Information (VICPOL) Personal Information @police.vic.gov.au>; COVID-
 19 Vicpol <COVID-19.vicpol@dhhs.vic.gov.au>; Paul Paciocco (DHHS)
 Personal Information @dhhs.vic.gov.au>; Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>;
 Noel Cleaves (DHHS) Personal Information @dhhs.vic.gov.au>; Personal Information (DHHS)
 Personal Information @dhhs.vic.gov.au>; Personal Information @police.vic.gov.au>;
 Personal Information (VICPOL) Personal Information @police.vic.gov.au>

Subject: Hotel Allocations Saturday 4 April 2020

Hi All,

I am taking two days off. Personal Information is your contact for the weekend. Personal Information

Saturday 4 April 2020

Arrivals	Date	Origin Airport	STA	ETA	ATA	Gate	Pax	Unaccompanied Minors	Comments
QR994	4/04/2020	DOH	7:00			D11	50		Pan Pacific
NZ123	4/01/1900	AKL	10:55			D10	78		Pan Pacific
GA716	4/01/1900	CGK	12:00			D5	TBA		Pan Pacific

QR90 4	4/04/2 020	DOH	18:3 0			D11	43		Pan Pacific
						Total	171		Garuda flight PAX still to come

Sunday 5 April 2020

Arrivals	Date	Origin Airport	STA	ETA	ATA	Gate	Pax	Unaccompanied Minors	Comments
QR99 4	5/04/2 020	DOH	7:00				TBA		Parkroyal Melbourne Airport
QR90 4	5/04/2 020	DOH	18:3 0				43		Parkroyal Melbourne Airport

For your reference, this is the flight schedule for the coming week.

- This does not include all the adhoc flights that get added at short notice.
- Some of these flights will operate as freight only and may change at short notice.

International Passenger Services from 05 April

Arr Flight	Dep Flight	Days of Week	Seats	A/C Type	ORG
BI 005	BI 006	Tue/Fri	254	788	BWN
GA 716	GA 717	Tue/Sat	257	333	CGK
MH 149	MH 148	Thu/Sun	290	333	KUL
NZ 123	NZ 124	Mon/Sat	275	789	AKL
QR 994	QR 995	Mon/Tue/Wed/Thu/Fri/Sat/Sun	354	77W	DOH
QR 904	QR 905	Mon/Tue/Wed/Thu/Fri/Sat/Sun	327	351	DOH
UL 604	UL 605	Mon/Tue/Wed/Thu/Fri/Sat/Sun	297	333	CMB

Kind regards

Personal Information

Senior Investment Manager - Aviation

Aviation Strategy and Services

Department of Jobs, Precincts and Regions

Personal Information

www.djpr.vic.gov.au



Government of Victoria, Victoria, Australia.

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From: [Personal Information] (DEDJTR)
Sent: Sat, 28 Mar 2020 17:26:51 +1100
To: Katrina Currie (DJPR); Cameron Nolan (DJPR); Donna Findlay (DJPR) [Personal Information] (DJPR); Rob Holland (DJPR); Unni Menon (DJPR); [Personal Information] (DPC); Claire Febey (DJPR); [Personal Information] (DJPR)
Subject: Re: Refreshed Available Hotel Inventory

Good stuff Katrina.

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From: Katrina Currie (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Saturday, March 28, 2020 5:24:57 PM
To: David Clements (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Cameron Nolan (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Donna Findlay (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Rob Holland (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Unni Menon (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DPC) [Personal Information] @dpc.vic.gov.au>; Claire Febey (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: RE: Refreshed Available Hotel Inventory

Hi All

Advice from Nigel following the briefing is that they will stand up 20 tomorrow morning but anticipate larger numbers because of the configuration of the buildings. They may need to double this at each site to cover exits. They are also going to be doing meal delivery and collection. Nigel had already thought of the fire evacuation scenario and was working on this with Crowne security. Apparently they have a procedure whereby they first check if an alarm goes off and then they evacuate floor by floor. They would have enough staff to accompany them.

Kind regards

Katrina

From: David Clements (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 4:57 PM
To: Cameron Nolan (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Donna Findlay (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Rob Holland (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Unni Menon (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Katrina Currie (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DPC) [Personal Information] @dpc.vic.gov.au>; Claire Febey (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: Re: Refreshed Available Hotel Inventory

Katrina have you advised Donna and Nigel of this?

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From: Cameron Nolan (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Saturday, March 28, 2020 4:32:49 PM
To: Donna Findlay (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Rob Holland (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Unni Menon (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; David Clements (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DPC) <[Personal Information]@dpc.vic.gov.au>; Claire Febey (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: RE: Refreshed Available Hotel Inventory

Katrina and David – no doubt Unified Security are coordinating with Crown, DHHS and VicPol right now at the run through. But might be worth checking in with them to confirm that they should probably start about 7am tomorrow rather than 11pm tonight (or whatever arrangements they work out between themselves).

Cam Nolan

Executive Director | Priority Projects Unit
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition St, Melbourne VIC 3000
 [Personal Information]

From: Donna Findlay (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 4:30 PM
To: Cameron Nolan (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Rob Holland (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Unni Menon (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; David Clements (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DPC) <[Personal Information]@dpc.vic.gov.au>; Claire Febey (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: RE: Refreshed Available Hotel Inventory

I reckon there won't be any trouble with flights being on time tonight.

But yes, if tonight's flight has to go to crown we can deal with the overflow tomorrow. We have the hotels lined up and ready to go and our executing contracts.

From: Cameron Nolan (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 4:26 PM
To: [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Rob Holland (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Unni Menon (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Donna Findlay (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; David Clements (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; Katrina Currie (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DPC) <[Personal Information]@dpc.vic.gov.au>; Claire Febey (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>; [Personal Information] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: Re: Refreshed Available Hotel Inventory

That's great. And can we confirm it's the landing that matters for the deadline, rather than clearing customs?

Cam Nolan
Executive Director - Priority Projects Unit
Department of Jobs, Precincts and Regions

Personal Information

From: Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information)

Sent: Saturday, March 28, 2020 4:23:55 PM

To: Cameron Nolan (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Rob Holland (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Unni Menon (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Donna Findlay (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); David Clements (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Personal Information (DPC) Personal Information [@dpc.vic.gov.au](mailto:Personal Information); Claire Febey (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information)

Subject: RE: Refreshed Available Hotel Inventory

Yes, we need to work up a contingency plan. But at this moment, the flight is 3hrs in and running ahead of schedule.

Personal Information

Principal Policy Adviser | Priority Projects Unit | Office of the Secretary
Department of Jobs, Precincts and Regions
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From: Cameron Nolan (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information)

Sent: Saturday, 28 March 2020 4:20 PM

To: Rob Holland (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Unni Menon (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Donna Findlay (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); David Clements (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Personal Information (DPC) Personal Information [@dpc.vic.gov.au](mailto:Personal Information); Claire Febey (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information); Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information)

Subject: Re: Refreshed Available Hotel Inventory

Just to clarify the numbers (and if anyone has more up to date data let me know):

We are expecting no more than 500 people to arrive tomorrow, depending on loads and cancellations. So they will all fit into Crown easily. First arrivals landing at 7am and getting to Crown from 8:30am.

The problem is if the 300 or so people on the 11pm flight tonight get delayed and also have to be accommodated. Does anyone have more info on what we do in that case? I assume we'll send them to Crown and deal with the overflow by getting another hotel to take some of the people arriving after midday tomorrow.

Cam Nolan
Executive Director - Priority Projects Unit
Department of Jobs, Precincts and Regions

Personal Information

From: Rob Holland (DEDJTR) Personal Information @ecodev.vic.gov.au
Sent: Saturday, March 28, 2020 4:17:31 PM
To: Unni Menon (DEDJTR) Personal Information @ecodev.vic.gov.au; Cameron Nolan (DEDJTR) Personal Information @ecodev.vic.gov.au; Donna Findlay (DEDJTR) Personal Information @ecodev.vic.gov.au; David Clements (DEDJTR) Personal Information @ecodev.vic.gov.au; Katrina Currie (DEDJTR) Personal Information @ecodev.vic.gov.au; Personal Information (DPC) Personal Information @dpc.vic.gov.au; Claire Febey (DEDJTR) Personal Information @ecodev.vic.gov.au Personal Information (DEDJTR) Personal Information @ecodev.vic.gov.au; Personal Information (DEDJTR) Personal Information @ecodev.vic.gov.au
Subject: RE: Refreshed Available Hotel Inventory

I've just spoken with Braedan Hogan DHHS – he flagged that there will need to be provision for a private space in each hotel for the physical located nurse and also the social care support being provided. Presumably this could be meeting/conference facilities but may also need to be a hotel room so bed/bathroom facilities are available.

Somebody also needs to discuss with Braedan:

- Identifying high needs or potential at risk families (e.g. domestic violence)
- Escalation of health or welfare issues to DHHS
- Process of accessing prescription medication – team on site can prescribe but linkage with concierge for collection/delivery. This will include the assumption the person would pay for prescription as normal but that will need to be clear.
- A few other bits which I'll call Marcus about in the first instance so they can be properly assigned on the action plan.


Rob Holland
Director, Office of the Secretary
DJPR State Agency Commander
Department of Jobs, Precincts and Regions
Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Unni Menon (DEDJTR) Personal Information @ecodev.vic.gov.au>

Sent: Saturday, 28 March 2020 4:08 PM

To: Cameron Nolan (DEDJTR) Personal Information @ecodev.vic.gov.au>; Donna Findlay (DEDJTR)

Personal Information @ecodev.vic.gov.au>; David Clements (DEDJTR)

Personal Information @ecodev.vic.gov.au>; Katrina Currie (DEDJTR) Personal Information @ecodev.vic.gov.au>;

Personal Information @dpc.vic.gov.au>; Rob Holland (DEDJTR)

Personal Information @ecodev.vic.gov.au>; Claire Febey (DEDJTR) Personal Information @ecodev.vic.gov.au>; Personal Information

Personal Information (DEDJTR) Personal Information @ecodev.vic.gov.au>; Personal Information (DEDJTR)

Personal Information @ecodev.vic.gov.au>

Subject: Refreshed Available Hotel Inventory

Hi Cam

To respond to your questions: if every passenger arrives (i.e. no cancellations) then Crown cannot accommodate all of them.

Crown Capacity- 700 rooms

333 passengers- Crown (yes can accommodate)

20- Crown (yes can accommodate)

275- Crown (yes can accommodate)

Total= 628 pax (Crown capacity is 700 rooms)

The remaining 275 pax: have the following options-

- Melbourne Airport Holiday Inn- 180 rooms
- Melbourne Airport – 190 rooms
- Four Points By Sheraton(Docklands)- 250 rooms

We are still negotiating with a number of Accor Group properties which will likely add to the inventory list in the coming 48 hours

Who will advise each hotel of what guests they will receive and when will this advice be forthcoming- Claire or Personal Information?

thanks

Regards

Unni Menon
Executive Director

Department of Jobs, Precincts and Regions
Level 7, 1 Spring Street, Melbourne, 3000

Personal Information

djpr.vic.gov.au

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From: Jason Helps (DHHS)
Sent: Sat, 28 Mar 2020 19:54:45 +1100
To: Rob Holland (DJPR); Michael N Mefflin (DHHS)
Cc: Personal Information (DJPR); Claire Febey (DJPR); Personal Information (DJPR); Personal Information (DJPR)
Subject: RE: PPE for staff at the airport

All,

I have PPE to go to the airport tomorrow, I will not send the full quantity at once but enough for tomorrow at the very least. It will be available for passengers and staff who need to interact if they don't already have stock. I'm keen for us to track quantity so we can ensure we have stock going forward.

Jason Helps

Deputy Director Emergency Operations and Capability | Emergency Management Branch
 Department of Health and Human Services | 50 Lonsdale Street, Melbourne Victoria 3000

Personal Information @dhhs.vic.gov.au
www.dhhs.vic.gov.au | www.emergency.vic.gov.au | <https://twitter.com/VicGovDHHS>

From: Rob Holland (DEDJTR) Personal Information @ecodev.vic.gov.au
Sent: Saturday, 28 March 2020 7:33 PM
To: Michael Mefflin (DHHS) <Personal Information@dhhs.vic.gov.au>
Cc: Jason Helps (DHHS) <Personal Information@dhhs.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Claire Febey (DEDJTR) Personal Information @ecodev.vic.gov.au; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Subject: PPE for staff at the airport

Hi Michael,

I've spoken with Personal Information at the SCC and he has confirmed that 80 bottles of hand sanitiser, 1,500 face masks and 500 pairs of gloves will be available for the operation tomorrow. He instructed me that this was handed to DHHS as the control agency for distribution as required.

I understand from earlier discussions with Braedan and Jason that masks will be provided to all passengers on the buses but wanted to confirm that PPE will be available for staff at the airport and at hotels as required?

Thanks,

Rob

Rob Holland
 Director, Office of the Secretary
 DJPR State Agency Commander

Department of Jobs, Precincts and Regions


Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information
[Redacted]

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From: Rob Holland (DJPR)
Sent: Sun, 29 Mar 2020 11:43:04 +1100
To: Katrina Currie (DJPR);Unni Menon (DJPR);David Clements (DJPR)
Cc: Claire Febey (DJPR);Simon Phemister (DJPR);Cameron Nolan (DJPR)
Subject: FW: PPE for staff at the airport

As discussed, see below re PPE. If you can provide me with a consolidated list of additional forecast PPE need then we can continue to push this with SCC.

Rob Holland

Director, Office of the Secretary
 DJPR State Agency Commander
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information
[@djpr.vic.gov.au](mailto:rob.holland@djpr.vic.gov.au)

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From: Michael Mefflin (DHHS) <Personal Information@dhhs.vic.gov.au>
Sent: Sunday, 29 March 2020 11:01 AM
To: Rob Holland (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Cc: Jason Helps (DHHS) <Personal Information@dhhs.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Claire Febey (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Braedan Hogan (DHHS) <Personal Information@dhhs.vic.gov.au>; Personal Information (DHHS) <Personal Information@dhhs.vic.gov.au>; Cameron Nolan (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Personal Information (DJCS) <Personal Information@emv.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Chris B Eagle (DELWP) <Personal Information@delwp.vic.gov.au>; StateEmergencyManagementCentre SEMC (DHHS) <semc@health.vic.gov.au>
Subject: RE: PPE for staff at the airport

Thanks Rob – noted. M

From: Rob Holland (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Sent: Sunday, 29 March 2020 10:53 AM
To: Michael Mefflin (DHHS) <Personal Information@dhhs.vic.gov.au>
Cc: Jason Helps (DHHS) <Personal Information@dhhs.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Claire Febey (DEDJTR) <claire.febey@ecodev.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>

Personal Information <[REDACTED]> @ecodev.vic.gov.au>; Braedan Hogan (DHHS) Personal Information <[REDACTED]> @dhhs.vic.gov.au>;
 Personal Information <[REDACTED]> (DHHS) Personal Information <[REDACTED]> @dhhs.vic.gov.au>; Cameron Nolan (DEDJTR)
 Personal Information <[REDACTED]> @ecodev.vic.gov.au>; Personal Information <[REDACTED]> (DJCS) Personal Information <[REDACTED]> @emv.vic.gov.au>; Personal
 Information <[REDACTED]> (DEDJTR) Personal Information <[REDACTED]> @ecodev.vic.gov.au>

Subject: RE: PPE for staff at the airport

Hi Michael and team,

Following up on allocation of PPE for the operation today and for upcoming requirements for passengers, gov staff, hotel check-in staff and security. Additional hotels will likely be online tomorrow with Wilson Security providing on the ground support. As an estimate we should make provision for at least 250 staff (subject to DHHS review on additional staffing and requirements). Passengers numbers will come from ABF.

Looping in Personal Information <[REDACTED]> in SCC on the stock side to make sure we are all on the same page.

Thanks all,

Rob

Rob Holland

Director, Office of the Secretary
 DJPR State Agency Commander

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000


Personal Information <[REDACTED]>

Personal Information <[REDACTED]> @djpr.vic.gov.au

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 We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

From: Rob Holland (DEDJTR)

Sent: Saturday, 28 March 2020 7:33 PM

To: Michael Mefflin (DHHS) Personal Information <[REDACTED]> @dhhs.vic.gov.au>

Cc: Jason Helps (DHHS) Personal Information <[REDACTED]> @dhhs.vic.gov.au>; Personal Information <[REDACTED]> (DEDJTR)

Personal Information <[REDACTED]> @ecodev.vic.gov.au>; Claire Febey (DEDJTR) Personal Information <[REDACTED]> @ecodev.vic.gov.au>; Personal Information <[REDACTED]>

Personal Information <[REDACTED]> (DEDJTR) Personal Information <[REDACTED]> @ecodev.vic.gov.au>; Personal Information <[REDACTED]> (DEDJTR)

Personal Information <[REDACTED]> @ecodev.vic.gov.au>

Subject: PPE for staff at the airport

Hi Michael,

I've spoken with Personal Information <[REDACTED]> at the SCC and he has confirmed that 80 bottles of hand sanitiser, 1,500 face masks and 500 pairs of gloves will be available for the operation tomorrow. He instructed me that this was handed to DHHS as the control agency for distribution as required.

I understand from earlier discussions with Braedan and Jason that masks will be provided to all passengers on the buses but wanted to confirm that PPE will be available for staff at the airport and at hotels as required?

Thanks,

Rob

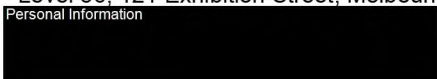
Rob Holland

Director, Office of the Secretary
DJPR State Agency Commander

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000


Personal Information



djpr.vic.gov.au



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 We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

Government of Victoria, Victoria, Australia

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From: DJPR COVID Accom-Lead (DJPR)
Sent: Sat, 13 Jun 2020 08:30:03 +1000
To: Claire Febey (DJPR)
Subject: Fwd: PPE Guidance
Attachments: PPE Advice for Hotel Security Staff and AO's in Contact with Quarantined Individuals(Inward Facing).pdf

Get [Outlook for iOS](#)

From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Sent: Thursday, June 11, 2020 3:38:12 PM
To: Personal Information (DHHS) Personal Information @dhhs.vic.gov.au>
Cc: Op Sfty Adv. (DJPR) Personal Information @agriculture.vic.gov.au>
Subject: FW: PPE Guidance

Hi Person

We have sent this to our three security companies. We will provide you with assurance from each of the companies when we receive it.

Regards
 Rachaele

Rachaele May
 Operations Soteria (COVID-19)
 DJPR Hotel Quarantine Agency Commander
djprcovidaccom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
 Department of Jobs, Precincts and Regions
 402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

djpr.vic.gov.au

From: PPO (DJPR) PPO @ecodev.vic.gov.au>
Sent: Thursday, 11 June 2020 3:10 PM
Cc: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Subject: PPE Guidance
Importance: High

Good afternoon – DHHS has issued updated guidance on the use of PPE for hotel security staff in contact with quarantined individuals (attached). Can you please disseminate this to ground crews and use as minimum standards for the use of PPE on sites.

I would appreciate it if you could get back to me with an acknowledgement of receipt of these and confirmation that this has been distributed to ground crews.

Any queries on this guidance can be directed to DHHS via:

Personal Information

COVID 19 Health Coordination

Personal Information

dhsopsoteraeoc@dhhs.vic.gov.au

Thanks in advance!

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: PPO (DJPR)
Sent: Friday, 29 May 2020 10:44 AM
To: Allie H Jarvis (DJPR) Personal Information@agriculture.vic.gov.au>
Subject: PPE Guidance

Good morning – I have a couple of safety related notices that I've been asked to provide to you.

- DHHS has issued guidance on the use of PPE for security staff at hotel quarantine sites (attached). It would be great if this guidance could be disseminated to ground crews and used as minimum standards for the use of PPE on sites.
- I ask that you please advise the Department (either Allie Jarvis or myself) of any staff members that have been tested for COVID-19 and the time and location of the test for tracking by DHHS. Staff should be tested at a site convenient to them unless otherwise advised.
- DHHS has an MoU in place with WorkSafe regarding the reporting of any positive COVID-19 diagnoses and will manage relations with WorkSafe.

Please let me know if you have any queries on this.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

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OPERATION SOTERIA

PPE Advice for Hotel Security Staff and AO's in Contact with Quarantined Individuals

Approved

Date: 08 Jun 20 By: Personal Inform DEP CMDR HLTH

Version 2.2

Recommended PPE use According to Type of Activity

Setting	Activity	Security Staff	Client PPE required
Hotel Lobby Perform hand hygiene before and after every client contact	Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE
	When accompanying clients for fresh air/exercise breaks from room to outside and able to maintain 1.5 metres	No PPE Hand hygiene	Client to wear surgical face mask if tolerated Hand hygiene Advised not to touch anything on the way out/down
	1.5 metre physical distance is not feasible	Surgical mask Hand hygiene	
Hotel Lobby When new guests are arriving for the commencement of their quarantine Perform hand hygiene before and after every client contact	Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	Client to wear surgical face mask if tolerated Hand hygiene
	1.5 metre physical distance is not feasible	Surgical mask Hand hygiene	Advised not to touch anything on the way in/up
Hotel quarantine floor Not entering the client/s room or having direct contact with client/s.	No direct client contact e.g. walking room hallways or stationed in room corridors	No PPE Hand hygiene	No PPE
Doorway indirect contact by security Perform hand hygiene before and after every client contact	Any doorway visit: Able to maintain physical distance of at least 1.5 metres	No PPE Hand hygiene	No PPE
	Any doorway visit: 1.5 metre physical distance is not feasible	Surgical mask Hand hygiene	Client to wear surgical face mask if tolerated Hand hygiene

Hand Hygiene

Effective hand hygiene is the single most important strategy in preventing infection.

Hands should be washed with soap and water if they are visibly soiled, otherwise alcohol-based hand rub can be used continuously.

PPE Advice for Hotel Security Staff and AO's in Contact with Quarantined Clients

Hand hygiene should be frequently performed, including

- Before and after contact with client
- After touching a client's items or surroundings
- Before putting on and after taking off personal protective equipment (e.g. surgical mask).
- Before and after eating
- After going to the toilet

Gloves are NOT a substitute for hand hygiene and gloves are NOT recommended for **any security staff or AO staff member at any time**

Alcohol-based hand rub is NEVER applied to gloved hands.

(Separate advice is available for those involved with care of clients or cleaning practices)

Respiratory hygiene and cough etiquette must be applied as a standard infection control precaution at all times and perform hand hygiene each time you use a tissue or cough or sneeze into your inner elbow. Discard use tissues immediately.

ALWAYS AVOID TOUCHING YOUR FACE

Correct use of PPE (Mask only)

PROCEDURE FOR PUTTING ON A MASK

1. Perform hand hygiene using the alcohol-based hand rub
2. Put on the mask handling the side tapes only
 - a. If your mask has ear loops, place them over both ears at the same time.
 - b. If your mask has to be tied, tie the bottom first and then the top tie to secure on your face
 - c. Ensure the mask is secured across the bridge of your nose (moulding the metal clip over bridge your nose) and ensure the masks sits snugly under your chin
3. Perform hand hygiene
4. After mask is in place never touch the front of your mask

PROCEDURE FOR TAKING OFF MASK

1. Perform hand hygiene using the alcohol-based hand rub
2. Do not touch the front of the mask
3. If your mask has ear loops, remove the loops and place straight into yellow bin.
4. Undo the bottom tie of your mask and then the top tie, handling the mask only by the top ties, drop mask straight into the yellow bin.
5. Perform hand hygiene using the alcohol-based hand rub

NOTES

- Hand hygiene should be performed when you feel that you may have contaminated your hands from touching the mask if wearing one or your face
- Single-use masks should not be reused, but discarded appropriately immediately after use
- Masks must not be pulled down or removed to consume food or drink. Masks should be removed using above procedure and replaced with a fresh mask.
- Masks will be less effective if they become damp or damaged

Greg Mortimer - Uruguay Medi-vac Operations Plan

Draft at 11 April 2020 – 19:00

Jason Helps

State Controller – Health

Dr Annaliese van Diemen

Acting Chief Health Officer

This Plan is to be read in conjunction with;

Operation Soteria – Operations Plan (Draft)

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Purpose

To outline arrangements for the safe return and processing of around 113 passengers (likely 100 Australian residents; 13 New Zealand Residents) from Uruguay to Victoria, Australia at 0640 on Sunday 12 April 2020.

Information on potential arrivals

It is understood that this flight contains over 70 people who are reported to be confirmed cases of COVID-19 who were passengers from the Greg Mortimer cruise ship, on which a total of 90 positive cases of COVID-19 have been identified.

Approximately 34 people within the cohort of 113 likely arrivals have not yet been tested. Within the cohort, there are 25 passengers over the age of 70, and at least five passengers who have been admitted to hospital and might have a higher risk of deterioration, should they have ongoing active COVID-19 infection. Please note, the manifest provided with clinical status is from 5 April 2020 and may not reflect the current situation.

The company overseeing the repatriation has provided an undertaking to the Department of Foreign Affairs and Trade that at the time of boarding, only people who are well or have minor illness will be permitted to board. DFAT reported that, as of the evening of 11 April 2020, 112 persons boarded the plane and it took off as scheduled.

It is likely that some of the asymptomatic passengers are also potentially COVID-19 positive, thus pose a significant risk to the current strategy for managing cases in Victoria. The mitigation plan for this risk will be to ensure that any person disembarking from this flight is either assisted to repatriate to New Zealand or transported to mandatory quarantine in Victoria for a 14-day period from arrival.

This plan has been developed in support of the wider Operation Soteria.

Governance

As the control agency the Department of Health and Human Services (DHHS) has overall responsibility.

Public health activities, including quarantine, pratique, human biosecurity assessment, detention orders and judgments on public health risk, are the responsibility of the Public Health Commander or delegate in the Public Health Incident Management Team.

Coordination and logistics elements are the responsibility of the State Controller – Health and the Deputy State Controller – Health (Operation Soteria).

Communications (Public Information) will require endorsement of the Chief Health Officer (CHO) and/or State Controller – Health and approval by the Department of Premier and Cabinet.

Roles and Responsibilities

Commonwealth

The Department of Foreign Affairs and Trade (DFAT) assesses and approves all applications for returning Australians.

Australian Border Force (ABF) coordinates the return of passengers during their flight and will work with the airport to ensure a private hangar is made accessible for processing passengers & their luggage. Baggage will only be searched by exception.

The Australian Federal Police (AFP) supports ABF and other agencies in the management of any compliance, public disruption or criminal issues.

Department of Health and Human Services (DHHS)

DHHS, as the control agency for this emergency has responsibility for the oversight and coordination of Operation Soteria, including all operations for this specific repatriation.

Public Health Command

DHHS Public Health Command will outline and endorse appropriate processing, transport, personal protective equipment (PPE) usage and quarantine requirements for positive and non-positive passengers from the repatriation flight and provide health advice to the Field Emergency Medical Officer (FEMO), Department of Agriculture, Water and Environment Biosecurity Officers and other key stakeholders involved in their care.

Public Health Command will ensure detention orders are made through the Compliance Team of the public health response.

State Health Coordination

DHHS Health Coordination will maintain situational awareness of impacts to health services as a result of the repatriation event and ensure appropriate implementation of the model of care determined for those in isolation.

The receiving hospital identified for this repatriation flight is Royal Melbourne Hospital (RMH). The Alfred Hospital may receive patients if RMH is at capacity.

Agency Command

DHHS Agency Command (emergency management operations) is responsible for supporting passengers at the airport and receiving hotel (Rydges) and will work with the Department of Transport to coordinate non-emergency transport of passengers to their assigned quarantine hotel and manage their stay throughout the 14-day isolation period.

Passengers will remain in quarantine at Rydges for 14 days isolation period or until they are able to be released if COVID-19 positive following clinical review and clearance.

Ambulance Victoria

Ambulance Victoria (AV) has responsibility for supporting the assessment of all passengers, as well as care and transportation of passengers who are COVID-19 positive requiring urgent medical care at hospital, as well as transportation of passengers who are symptomatic and require testing prior to transport to hotel quarantine.

Field Emergency Medical Officers (FEMO), supported by nurses will conduct screening of passengers and will determine:

- Those who require additional medical supports and transfer to hospital;
- Those who are stable but symptomatic and require COVID-19 testing at hospital;
- All others who will be transferred to the COVID-19 positive hotel.

Department of Jobs, Precincts & Regions (DJPR)

DJPR has responsibility for sourcing appropriate accommodation contracts to support mandatory passenger isolation for 14 days upon returning from an international location. They will support the allocation of passengers to hotels and provide (through contractors) concierge services at the hotel – including ensuring appropriate support is provided for passenger material and food requirements.

Department of Transport (DoT)

The Department for Transport (DoT) will provide processes to manage luggage transfer and direction for crew members who will not be isolating at the hotel.

The transport provider **Skybus** has been engaged to transport passengers who do not require Ambulance Victoria transport (See below criteria) and can therefore be transported directly from the Tullamarine Airport to the hotel identified for cohorting of COVID-19 positive individuals, which is: Rydges on Swanston (701 Swanston St Carlton).

Logistics & Resources

On-site verbal briefing will be provided by the DHHS Divisional Commander on Sunday 12 April ahead of the operation.

DHHS emergency operations, working with the airport Incident Management team, will make available:

- Access to the airport chaplain (by phone for COVID-19 positive cases or face-to-face in a separate room for asymptomatic cases (physical distancing measures applied).
- Interpreter service (for medical documents expected to be in Spanish).
- Personal protective equipment for DHHS staff and other agency staff and their contractors, FEMOs, and nurses (see DHHS Health Service and General Practitioner guidelines, as per DHHS website).

Ambulance Victoria will have five vehicles mobilised airside for hospital transfers and 8 paramedics and will have additional cars available if required. These numbers may change depending on patient condition.

Ambulance Victoria will arrange a pre-briefing for the FEMO team. This will outline the role of the FEMO team and ensure that no testing will be undertaken on-site and any passenger who is assessed to be medically unwell will be referred to Royal Melbourne Hospital.

Phasing of patient transport

Before landing

Menzies Aviation will contact the DHHS representative at the airport to provide an assurance call from the plane on the final screening during flight, prior to arrival. The DHHS representative will liaise directly with the Chief Human Biosecurity Officer (the Acting Chief Health Officer) to confirm on-descent information on the health status of the arrivals and crew, including obtaining comfort that pratique is able to be granted on human health grounds. If there are any issues identified, the DHHS representative will liaise with the CHBO and the Biosecurity Officer Team Leader.

On Arrival Pratique

The BO will meet the aircraft to verify on-arrival disinsection requirements have been met to grant pratique. In the event this requirement is not met an on arrival disinsection direction will provided and will be supervised by a BO.

Phase one: Airport intake & health screening - AFP, ABF, DHHS

Information required from Australian Border Force for the successful intake of passengers and triage includes:

- Identification of COVID-19 positive cases;
- Clinical history of all passengers;
- Family composition (to configure for hotel).

Passengers will disembark Pier F – Terminal 4 (currently unused). FEMO, nurses, AV and Skybus will be deployed and waiting here.

All persons on the flight will be assessed and transported airside, they will not go through the terminal. Setup of Airport arrangements are at Attachment 1.

Health screening – passengers and crew

All passengers and crew need to be wearing a single use facemask (surgical mask).

All passengers and crew are to participate in health screening by the on-site nurse and/or Field Emergency Medical Officer, with support as required through Ambulance Victoria staff. This screening includes a temperature check and questions about respiratory symptoms.

All persons and crew on the flight must be safely and rapidly screened for symptoms and severity of COVID-19, and categorised into the following groups:

- If the health screening result is **NEGATIVE** and the passenger is not confirmed COVID-19 positive, the passenger will be triaged to DHHS/concierge staff. If the individual is crew member, they will require to self-isolate and will not be detained at the hotel.
- If the health screening result is **POSITIVE** and the passenger is already known to be a confirmed case of COVID-19 and they have **immediate medical needs**, they will be triaged through Ambulance Victoria via the on-site Commander for transfer to hospital. Distribution of patients will be dependent on number and receiving hospital capacity (Royal Melbourne, Alfred as back-up).
- If the health screening result is **POSITIVE** and the passenger is not already known to have COVID-19 infection, the Human Biosecurity Officer will be engaged for further assessment with the FEMO and where appropriate triaged through Ambulance Victoria via the on-site Commander for transfer to hospital (Royal Melbourne, Alfred as back-up) for assessment and testing.
- Indicative capacity at RMH is a limit of two intubated persons and 20 admissions from this flight.

All passengers who are directed to go straight to the hotel will remain masked on transport to Rydges. DHHS will ensure that all passengers are handed a detention notice and an information sheet as they disembark the plane.

DHHS staff will contact passengers during this period to ensure they have access to adequate medical and support services as required.

Health screening – crew

Airline crew do not need to be handed the detention notice unless they have symptoms consistent with COVID-19, as determined by the FEMO/HBO.

Crew members will be assessed by the FEMO/DHHS nurses. If they screen positive for symptoms consistent with COVID-19, their management will be discussed with the Human Biosecurity Officer. If they are a suspected case of COVID-19, they will be handed the detention notice, they will be taken to RMH for testing/further management, and they will be required to complete 14 days of quarantine as per the detention notice. Crew members who are well will be required to isolate at a hotel until returning to the flight.

Please note COVID-19 testing will not be carried out at the airport.

Manifest

The manifest document must be completed at the time of disembarkation by the authorised DHHS officer and provided to the HBO.

PPE and infection control

DHHS will source and provide PPE to all staff and contractors working with the passengers.

Melbourne Airport will be responsible for removal of PPE waste.

Single use facemasks must be provided to all passengers prior to disembarkation and must be worn until the passenger or crew member arrives at their final destination – i.e. hotel, hospital.

Summary of public health advice for different population groups

The management of the following groups needs to be specifically considered:

1. Well passengers, regardless of COVID status – After completing screening these passengers will board skybus and transit directly to Rydges hotel.
2. Unwell passengers or passengers with mild COVID symptoms - These passengers will be transported by AV to RMH for further assessment. If their COVID-status is unknown they will be tested at RMH.
3. Well airline crew – These passengers can transit to the PARKROYAL Melbourne Airport where they will be accommodated to undertake isolation until their next flight. A skybus has been arranged for transit.
4. Unwell airline crew – Airline crew who are unwell or screen positive for symptoms will be sent to RMH via AV for testing and further assessment. They will be handed a detention notice and will be required to undertake 14 days of mandatory quarantine.
5. Well NZ passengers – These passengers will be transferred tail to tail to their next flight. They will be required to wear a single-use face mask in transit to the next flight.
6. Unwell NZ passengers – These passengers who are unwell or screen positive for symptoms will be sent to RMH via AV for testing and further assessment. They will be handed a detention notice and will be required to undertake 14 days of mandatory quarantine.

Follow-up of unwell passengers at the hospital

The DHHS authorised officer should record the details, clinical status and planned destination for each passenger and crew member. This should be provided to the HBO when the operation is complete.

From: Unni Menon (DEDJTR)
Sent: Sat, 28 Mar 2020 10:43:34 +1100
To: Claire Febey (DEDJTR);Alex Kamenev (DEDJTR);David Clements (DEDJTR);Katrina Currie (DEDJTR);Cameron Nolan (DEDJTR)
Cc: Donna Findlay (DEDJTR)
Subject: Available Hotels and Requirement for 3rd Party Contractor Supply of Security/Catering/Cleaning
Attachments: Summary of Confirmed for Unni.xlsx
Importance: High

Hi all

FYI- I have attached a summary snapshot of of which hotels are available in the short term, and 3rd party cleaning, security and catering requirements

David and Katrina- need to speak to one of you re security needs

Cheers

Unni

Property name	No. of Rooms	Rate per Night (GST Inc) \$	Confirmation status	Date Available to take people in	Requires Security Arrangements from State	Requires Cleaning arrangements from state	Requires Catering Requirements from state	Room Details	Additional Comments
Four Point by Sheraton, Melbourne Docklands	250	\$150.00	Confirmed	28/03/2020	YES	YES	NO	15 family suites available	200 Clean rooms available 28/03/2020? 50 dirty available 29/03/2020
Mercure Welcome Melbourne	380	\$150.00	Confirmed	28/03/2020	YES	NO	NO	20 family appropriate rooms Door in between rooms which can be unlocked to allow family (by booking 2	Hotel requires notice if people are arriving today ASAP to prepare dinner. Requires industrial clean if person staying in room has COVID-19

								rooms)	
Crown Group	700	\$150.00	Confirmed	28/03/2020	NO	TBC	NO	Crown Promenade - 3 sets of interconnecting rooms in each floor (23 floors), 1 disabled room per floor Crown Metropolis - 4 sets of interconnecting rooms in each floor (28 floors)	Crown Group to provide their own security
Holiday Inn Melbourne Airport	180	\$150.00	Confirmed	28/03/2020	YES	TBC	NO	95 twin rooms (2 double beds, max 4 people) ; remaining rooms are either Queen or King (2 adults)	<ul style="list-style-type: none"> •120 accommodation rooms available - 28/03/2020-14/04/2020 •170 accommodation rooms available - 15/04/2020-30/04/2020 •180 accommod

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									ation rooms available - 01/05/202 0- 31/05/202 0
Mid City Hotel Ballarat	60	\$150. 0	Confir med	28/03/2 020	YES				15 x Standar d Queen room (1xQue en bed - 2pax), 21 x Standar d Twin room (1xQue en 1x single 2-3 pax), 16 x (Corner King/S mart King/Ex utive Suit (1xKing - 2pax), 2 x Triple Room (3xSingl e 3pax), 6 x Family (1xQue en 2xSingl e 3-4 pax)
Parkroya l Melbour ne Airport	190	\$150. 0	Confir med	28/03/2 020	YES	TBC	NO		

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All Seasons Resort Hotel Bendigo	66	\$150.0	Confirmed	28/03/2020	YES	NO	NO	49 x (Deluxe /Spa Suite rooms 1 Queen/King bed), 15 Deluxe Triple (1xQueen & 1xSingle), 2 bedroom Family Suite (2xQueen & 2xSingles)	
Vibe Hotel Marysville	80	\$150.0	Confirmed	28/03/2020	YES	NO	NO	1 bedroom	
Available today	1906								
Novotel Melbourne on Collins	330	\$150.0	Confirmed	29/03/2020	YES	NO	NO	111 family size rooms (2 adult + 2 children) Remainder open for single/double	Requires security - camera's available on all floors Requires industrial clean if person staying in room has COVID-19
Travelodge Hotel Melbourne Southbank	260	\$150.0	Confirmed	29/03/2020	YES	YES	NO	11 king rooms with disabled access	not accepting more than 2 people per room

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Travelodge Hotel Melbourne Docklands	286	\$150.00	Confirmed	29/03/2020	YES	YES	NO	11 king rooms with disabled access rest are all normal king rooms	not accepting more than 2 people per room
Crowne Plaza Melbourne	400	\$150.00	Confirmed	29/03/2020	YES	TBC	NO	Various	
Novotel Melbourne Glen Waverley	190	\$150.00	Confirmed	29/03/2020	YES	TBC	NO	45 rooms suitable for family	
Stamford Plaza Hotel	280	\$150.00	Confirmed	29/03/2020	YES	TBC	NO	1 or 2 bedroom apartments with kitchenettes	Needs assistance with security
Pan Pacific Melbourne	370	\$140.00	Confirmed	TBC	YES	TBC	NO	280 King rooms (2 adults); 45 Family Rooms (1 Queen and 1 King Single); 30 Twin Guest Room (2 King Single); 15 2 Bedroom Suite (2 x King - 4	

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								adults in total))	
Novotel Geelong	108	\$120.00	Confirmed	TBC	YES	NO	NO	10 x Standard Twin Room with Balcony – 2 x single beds, 74 x Standard King Room with Balcony – 1 x King bed (the King beds can be split into 2 single beds if required), 2 x Accessible Twin Room – 2 x single beds, 3 x Accessible Queen Room – 1 x Queen bed, 5 x Superior King Room with Balcony	Have asked about can we provide security and if we provide masks and other safety equipment for staff.

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From: Personal Information (DEDJTR)
 Sent: Saturday, 28 March 2020 10:25 AM
 To: Unni Menon (DEDJTR) <Personal Information@ecodev.vic.gov.au>
 Subject: Table for confirmed hotels confirmed available today

Hi Unni

Attached is spreadsheet at table summarising as requested – noting we are still waiting for a reply from some hotels regarding this..

Property name	No. of Rooms	Rate per Night (GST Inc) \$	Confirmation status	Date Available to take people in	Room Details	Additional Comments
Four Point by Sheraton, Melbourne Docklands	250	\$150.0	Confirmed	28/03/2020	15 family suites available	200 Clean rooms available 28/03/2020? 50 dirty available 29/03/2020
Mercure WELCOME Melbourne	380	\$150.0	Confirmed	28/03/2020	20 family appropriate rooms Door in between rooms which can be unlocked to allow family (by booking 2 rooms)	Hotel requires notice if people are arriving today ASAP to prepare dinner. Requires industrial clean if person staying in room has COVID-19
Crown	700	\$150.0	Confirmed	28/03/	Crown Promenade - 3 sets of interconnecting rooms in each	Crown Group to provide their own security

n Group			ed	2020	floor (23 floors), 1 disabled room per floor Crown Metropol - 4 sets of interconnecting rooms in each floor (28 floors)	
Holiday Inn Melbourne Airport	180	\$150.0	Confirmed	28/03/2020	95 twin rooms (2 double beds, max 4 people); remaining rooms are either Queen or King (2 adults)	<ul style="list-style-type: none"> •120 accommodation rooms available - 28/03/2020-14/04/2020 •170 accommodation rooms available - 15/04/2020-30/04/2020 •180 accommodation rooms available - 01/05/2020-31/05/2020
Mid City Hotel Ballarat	60	\$150.0	Confirmed	28/03/2020	15 x Standard Queen room (1xQueen bed - 2pax), 21 x Standard Twin room (1xQueen 1x single 2-3 pax), 16 x (Corner King/Smart King/Exutive Suit (1xKing - 2pax), 2 x Triple Room (3xSingle 3pax), 6 x Family (1xQueen 2xSingle 3-4 pax)	
Parakroyal Melbourne Airport	190	\$150.0	Confirmed	28/03/2020		
All Seasons Resort Hotel Bendigo	66	\$150.0	Confirmed	28/03/2020	49 x (Deluxe/Spa Suite rooms 1 Queen/King bed), 15 Deluxe Triple (1xQueen & 1xSingle), 2 bedroom Family Suite (2xQueen & 2xSingles)	
Vibe Hotel	80	\$150.0	Confirmed	28/03/2020	1 bedroom	

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Marysville						
Available today	1906					
Novotel Melbourne on Collins	330	\$150.0	Confirmed	29/03/2020	111 family size rooms (2 adult + 2 children) Remainder open for single/double	Requires security - camera's available on all floors Requires industrial clean if person staying in room has COVID-19
Travelodge Hotel Melbourne Southbank	260	\$150.0	Confirmed	29/03/2020	11 king rooms with disabled access	not accepting more than 2 people per room
Travelodge Hotel Melbourne Docklands	286	\$150.0	Confirmed	29/03/2020	11 king rooms with disabled access rest are all normal king rooms	not accepting more than 2 people per room
Crow	400	\$150.0	Confirmed	29/03/	Various	

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ne Plaza Melbourne			ed	2020		
No votel Melbourne Glen Waverley	190	\$150.0	Confirmed	29/03/2020	45 rooms suitable for family	
Stamford Plaza Hotel	280	\$150.0	Confirmed	29/03/2020	1 or 2 bedroom apartments with kitchenettes	Needs assistance with security
Pacific Melbourne	370	\$140.0	Confirmed	TBC	280 King rooms (2 adults); 45 Family Rooms (1 Queen and 1 King Single); 30 Twin Guest Room (2 King Single); 15 2 Bedroom Suite (2 x King - 4 adults in total))	
No votel Geelong	108	\$120.0	Confirmed	TBC	10 x Standard Twin Room with Balcony – 2 x single beds, 74 x Standard King Room with Balcony – 1 x King bed (the King beds can be split into 2 single beds if required), 2 x Accessible Twin Room – 2 x single beds, 3 x Accessible Queen Room – 1 x Queen bed, 5 x Superior King Room with Balcony – this room has a King size bed with pull-out sofa bed, 10 x Superior Queen Room with Bay View – 1 x King bed, 4 x Superior King Room with Bay View – this room has a King size bed with pull-out sofa	Have asked about can we provide security and if we provide masks and other safety equipment for staff.

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					bed	
Av ail abl e to mo rro w	22 24					
Tot al	41 30					

Kind Regards

Personal Information

Senior Finance Business Partner, Investment and Procurement
Department of Jobs, Precincts and Regions
 Level 13, 1 Spring Street, Melbourne, Victoria Australia 3000

Personal Information

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Property name	No. of Rooms	Rate per Night (GST Inc) \$	Confirmation status	Date Available to take people in	Requires Security Arrangements from State	Requires Cleaning arrangements from state	Requires Catering Requirements from state	Room Details	Additional Comments
Four Point by Sheraton, Melbourne Docklands	250	\$150.0	Confirmed	3/28/2020	YES	YES	NO	15 family suites available	200 Clean rooms available 28/03/2020? 50 dirty available 29/03/2020
Mercure Welcome Melbourne	380	\$150.0	Confirmed	3/28/2020	YES	NO	NO	20 family appropriate rooms Door in between rooms which can be unlocked to allow family (by booking 2 rooms)	Hotel requires notice if people are arriving today ASAP to prepare dinner. Requires industrial clean if person staying in room has COVID-19
Crown Group	700	\$150.0	Confirmed	3/28/2020	NO	TBC	NO	Crown Promenade - 3 sets of interconnecting rooms in each floor (23 floors), 1 disabled room per floor Crown Metropol - 4 sets of interconnecting rooms in each floor (28 floors)	Crown Group to provide their own security
Holiday Inn Melbourne Airport	180	\$150.0	Confirmed	3/28/2020	YES	TBC	NO	95 twin rooms (2 double beds, max 4 people); remaining rooms are either Queen or King (2 adults)	•120 accommodation rooms available - 28/03/2020-14/04/2020 •170 accommodation rooms available - 15/04/2020-30/04/2020 •180 accommodation rooms available - 01/05/2020-31/05/2020
Mid City Hotel Ballarat	60	\$150.0	Confirmed	3/28/2020	YES	TBC	NO	15 x Standard Queen room (1xQueen bed - 2pax), 21 x Standard Twin room (1xQueen 1x single 2-3 pax), 16 x (Corner King/Smart King/Exutive Suit (1xKing - 2pax), 2 x Triple Room (3xSingle 3pax), 6 x Family (1xQueen 2xSingle 3-4 pax)	
Parkroyal Melbourne Airport	190	\$150.0	Confirmed	3/28/2020	YES	TBC	NO		
All Seasons Resort Hotel Bendigo	66	\$150.0	Confirmed	3/28/2020	YES	NO	NO	49 x (Deluxe/Spa Suite rooms 1 Queen/King bed), 15 Deluxe Triple (1xQueen & 1xSingle), 2 bedroom Family Suite (2xQueen & 2xSingles)	
Vibe Hotel Marysville	80	\$150.0	Confirmed	3/28/2020	YES	NO	NO	1 bedroom	
Available today	1906								
Novotel Melbourne on Collins	330	\$150.0	Confirmed	3/29/2020	YES	NO	NO	111 family size rooms (2 adult + 2 children) Remainder open for single/double	Requires security - camera's available on all floors Requires industrial clean if person staying in room has COVID-19
Travelodge Hotel Melbourne Southbank	260	\$150.0	Confirmed	3/29/2020	YES	YES	NO	11 king rooms with disabled access	not accepting more than 2 people per room
Travelodge Hotel Melbourne Docklands	286	\$150.0	Confirmed	3/29/2020	YES	YES	NO	11 king rooms with disabled access rest are all normal king rooms	not accepting more than 2 people per room
Crowne Plaza Melbourne	400	\$150.0	Confirmed	3/29/2020	YES	TBC	NO	Various	
Novotel Melbourne Glen Waverley	190	\$150.0	Confirmed	3/29/2020	YES	TBC	NO	45 rooms suitable for family	
Stamford Plaza Hotel	280	\$150.0	Confirmed	3/29/2020	YES	TBC	NO	1 or 2 bedroom apartments with kitchenettes	Needs assistance with security
Pan Pacific Melbourne	370	\$140.0	Confirmed	TBC	YES	TBC	NO	280 King rooms (2 adults); 45 Family Rooms (1 Queen and 1 King Single); 30 Twin Guest Room (2 King Single); 15 2 Bedroom Suite (2 x King - 4 adults in total)	
Novotel Geelong	108	\$120.0	Confirmed	TBC	YES	NO	NO	10 x Standard Twin Room with Balcony - 2 x single beds, 74 x Standard King Room with Balcony - 1 x King bed (the King beds can be split into 2 single beds if required), 2 x Accessible Twin Room - 2 x single beds, 3 x Accessible Queen Room - 1 x Queen bed, 5 x Superior King Room with Balcony - this room has a King size bed with pull-out sofa bed, 10 x Superior Queen Room with Bay View - 1 x King bed, 4 x Superior King Room with Bay View - this room has a King size bed with pull-out sofa bed	Have asked about can we provide security and if we provide masks and other safety equipment for staff.
Available tomorrow	2224								
Total	4130								

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From: Claire Febey (DEDJTR)
Sent: Sat, 4 Apr 2020 10:24:53 +1100
To: [Personal Information] (DEDJTR)
Subject: RE: Hotel Allocations Saturday 4 April 2020

My pleasure! Thank you for being online today!!

My next step will be to cc ALL STAFF DHHS to make sure we're reaching the right folks 😊

From: [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Saturday, 4 April 2020 10:23 AM
To: Claire Febey (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: RE: Hotel Allocations Saturday 4 April 2020

Thanks Claire 😊

[Personal Information]
 [Personal Information] @ecodev.vic.gov.au

From: Claire Febey (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Sent: Saturday, 4 April 2020 10:10 AM
To: [Personal Information] (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Gonul Serbest (DEDJTR) [Personal Information] @global.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Cc: Jason Helps (DHHS) [Personal Information] @dhhs.vic.gov.au>; Pam Williams (DHHS) [Personal Information] @dhhs.vic.gov.au>; Andrea C Spiteri (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] (DHHS) [Personal Information] @dhhs.vic.gov.au>; Braedan J Hogan (DHHS) [Personal Information] @dhhs.vic.gov.au>; Meena Naidu (DHHS) [Personal Information] @dhhs.vic.gov.au>; StateEmergencyManagementCentre SEMC (DHHS) [Personal Information] @health.vic.gov.au>; 'SCC-Vic (State Controller Health)' [Personal Information] @scc.vic.gov.au>; Felicia Cousins (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: FW: Hotel Allocations Saturday 4 April 2020

[Personal Information] DHHS colleagues (that were in last night's thread regarding site selection)

As you'll see below based on current numbers at this state our assessment is that:

- all passengers for today can be accommodated at Pan Pacific; and
- we will need to activate Parkroyal for Sunday's arrivals.

For arrivals beyond Sunday we are preparing to activate the following hotels:

- Mecure Welcome;
- Novotel on Collins; and
- Four Points by Sheraton.

Can you please confirm:

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- While I absolutely acknowledge that you have expressed that Parkroyal was not your preferred location, that you will have DHHS staff in place for Sunday’s passengers;
- The lead decision-maker/s on the DHHS side who we should involve in site assessment and selection (you’ll see a number of DHHS people have been included in communication so far, but I’m concerned we aren’t reaching the right people);
- Any immediate issues with the locations of the next three hotels we plan to activate, noting that I understand the Mecure Welcome is the most likely to come online next.

On our side please cc [Personal Information] (DEDJTR) [Personal Information] (DEDJTR) and @Gonul Serbest (DEDJTR) in any correspondence regarding hotel site selection.

Thank you so much in advance.

Claire

From: [Personal Information] (DEDJTR) [Personal Information] (@ecodev.vic.gov.au>
 Sent: Saturday, 4 April 2020 8:40 AM
 To: [Personal Information] (DEDJTR) [Personal Information] (@ecodev.vic.gov.au> [Personal Information] @melair.com.au; [Personal Information] @abf.gov.au> [Personal Information] @afp.gov.au>; Cameron Nolan (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Claire Febey (DEDJTR) [Personal Information] @ecodev.vic.gov.au> [Personal Information] @abf.gov.au; [Personal Information] (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Gonul Serbest (DEDJTR) [Personal Information] @global.vic.gov.au> [Personal Information] @skybus.com.au>; [Personal Information] [Personal Information] @melair.com.au>; [Personal Information] (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] (DOT) [Personal Information] @transport.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] @weafekineti.com> [Personal Information] @melair.com.au>; [Personal Information] @dnata.com.au'; Michael Grainger (VICPOL) [Personal Information] @police.vic.gov.au>; Michael N Mefflin (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] @dhhs.vic.gov.au; Paul Stagg (DEDJTR) [Personal Information] @global.vic.gov.au>; [Personal Information] (DHHS) [Personal Information] @dhhs.vic.gov.au> [Personal Information] @melair.com.au>; [Personal Information] [Personal Information] @afp.gov.au [Personal Information] [Personal Information] @melair.com.au>; SPOC-PLANNING-MGR <[Personal Information] @police.vic.gov.au>; [Personal Information] (VICPOL) [Personal Information] @police.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @global.vic.gov.au>; [Personal Information] @melair.com.au>; [Personal Information] @melair.com.au>; Unni Menon (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Wilson Duty Manager [Personal Information] @wilsongroupau.com>; Chris B Eagle (DELWP) [Personal Information] @delwp.vic.gov.au>; StateEmergencyManagementCentre SEMC (DHHS) [Personal Information] @health.vic.gov.au>; Braedan J Hogan (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] (DHHS) [Personal Information] @dhhs.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Felicia Cousins (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; Rachaele E May (DEDJTR) [Personal Information] @agriculture.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; [Personal Information] (DEDJTR)

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 Pbea Splo-oic (VICPOL) <@police.vic.gov.au>; Personal Information <@melair.com.au>; Donna
 Findlay (DEDJTR) <@ecodev.vic.gov.au>; Personal Information <@scc.vic.gov.au>; Katrina
 Currie (DEDJTR) <@ecodev.vic.gov.au>; David Clements (DEDJTR)
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 Personal Informa <@dhhs.vic.gov.au>; Personal Information (DHHS) <@dhhs.vic.gov.au>; Personal Informatic
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 Personal Information <@dhhs.vic.gov.au>; Personal Informatio (DHHS) <@dhhs.vic.gov.au>; Personal Inform
 Personal Information (VICPOL) <@police.vic.gov.au>; Personal Information (VICPOL)
 Personal Information <@police.vic.gov.au>

Subject: RE: Hotel Allocations Saturday 4 April 2020

All,

Please note updated numbers for the weekend, including an additional flight from Vietnam. All should fit into Pan Pacific.

Saturday 4 April 2020

Arrivals	Date	Origin Airport	STA	ETA	ATA	Gate	Pax	Unaccompanied Minors	Comments
QR994	4/04/2020	DOH	7:00	06:13	06:22	D11	53		Pan Pacific
VN781	4/04/2020	SGN	09:25	09:03		D7	112		Pan Pacific
NZ123	4/01/2020	AKL	10:55	10:38		D10	29	0	Pan Pacific
GA716	4/01/2020	CGK	12:00	11:44		D5	71		Pan Pacific
QR904	4/04/2020	DOH	18:30	17:51		D11	22	0	Pan Pacific
						Total	287		

Sunday 5 April 2020

Arrivals	Date	Origin Airport	STA	ETA	ATA	Gate	Pax	Unaccompanied Minors	Comments
QR994	5/04/2020	DOH	7:00				39		Parkroyal Melbourne Airport
QR904	5/04/2020	DOH	18:30				36		Parkroyal Melbourne Airport

For your reference, this is the flight schedule for the coming week.

- This does not include all the adhoc flights that get added at short notice.
- Some of these flights will operate as freight only and may change at short notice.

International Passenger Services from 05 April

Arr Flight	Dep Flight	Days of Week	Seats	A/C Type	ORG
BI 005	BI 006	Tue/Fri	254	788	BWN
GA 716	GA 717	Tue/Sat	257	333	CGK
MH 149	MH 148	Thu/Sun	290	333	KUL
NZ 123	NZ 124	Mon/Sat	275	789	AKL
QR 994	QR 995	Mon/Tue/Wed/Thu/Fri/Sat/Sun	354	77W	DOH
QR 904	QR 905	Mon/Tue/Wed/Thu/Fri/Sat/Sun	327	351	DOH
UL 604	UL 605	Mon/Tue/Wed/Thu/Fri/Sat/Sun	297	333	CMB

Kind regards

Personal Information

Personal Information

[@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)

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From: Claire Febey (DEDJTR)
Sent: Sat, 4 Apr 2020 13:06:26 +1100
To: 'SCC-Vic (State Controller Health'
Cc: Andrea C Spiteri (DHHS);Braedan J Hogan (DHHS);Jason Helps (DHHS)
Subject: Hotel contracts & approach to site selection
Attachments: All Seasons Resort Hotel Agreement Signed.pdf, Batman Hill Agreement Signed.pdf, Bell Tower Inn - Schedule to the Agreement Signed.pdf, Crowne Plaza Agreement Signed.pdf, Four Points Melbourne Agreement Signed.pdf, Holiday Inn Melbourne Airport Schedule to the Agreement Signed.pdf, Mecure Welcome Melbourne Agreement Signed.pdf, Melbourne Marriott Hotel - Schedule to the Agreement Signed.pdf, Mid City Ballarat Schedule to the Agreement Signed.pdf, Novotel Geelong -Agreement Signed.pdf, Novotel Glen Waverley Agreement Signed.pdf, Novotel Melbourne on Collins Agreement Signed.pdf, Pan Pacific Schedule to the Agreement Signed.pdf, Park Royal Melb Airport Schedule to the Agreement Signed.pdf, Peppers the Sands Resort, Torquay Agreement Signed.pdf, Rydges Carlton Agreement Signed.pdf, Signed Agreement - Rydges Geelong.pdf, Travelodge Docklands Agreement Signed.pdf, Travelodge Southbank Agreement Signed .pdf, Vibe Hotel Marysville - Schedule to the Agreement for the provision of accomodation.pdf, Zagames House Agreement Signed.pdf

Colleagues

Please see attached contracts currently held with hotels.

I committed to sending these to you earlier this week, my apologies for the delay.

Quarantine

Following our call just now can I please ask that State Control convene a meeting on Monday to:

- Be briefed on how site assessment and selection has been happening to date (by DJPR); and
- Outline how you will take leadership of this process moving forward with DJPR as the support agency.

Broader hotel use

Can I also request your advice on the decision-maker for the selection of hotels for broader purposes.

We had some great conversations with Andrea and Braedan this week and activated Rydges as a property that will take confirmed COVID-19 cases from the community (e.g. family violence context, no other appropriate place to self-isolate).

It has just been flagged with me that there has been some exploration today (with Personal Infor I think) as to whether Rydges can be repurposed for health workers.

I would be grateful for your advice on whether State Control will also lead and coordinate all discussions regarding broader hotel allocation.

I will also act as the central point for DJPR on this work (supported by Unni Menon and Donna Findlay) to ensure we are coordinated across quarantine and other hotel uses.

Thanks in advance

Claire.

Claire Febey

Executive Director, Priority Projects Unit | Office of the Secretary

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition St, Melbourne, Victoria Australia 3000

Personal Information



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From: Chris B Eagle (DELWP)
Sent: Mon, 6 Apr 2020 13:19:50 +1000
To: Rachaele E May (DEDJTR)
Subject: FW: Accommodation planning and approval
Attachments: djpr dhhs process.docx

Chris Eagle | Deputy Chief Fire Officer | Port Phillip Region
 Forest Fire Management Victoria | Department of Environment, Land, Water and Planning
 609 Burwood Hwy, Knoxfield, Victoria, 3180

Personal Information [REDACTED] [@delwp.vic.gov.au](mailto:[REDACTED]@delwp.vic.gov.au)

**FOREST FIRE
 MANAGEMENT VICTORIA**



From: Jason Helps (DHHS) <Personal Information [REDACTED]@dhhs.vic.gov.au>
Sent: Monday, 6 April 2020 8:32 AM
To: Chris B Eagle (DELWP) <Personal Information [REDACTED]@delwp.vic.gov.au>
Subject: FW: Accommodation planning and approval

From: Jason Helps (DHHS)
Sent: Sunday, 5 April 2020 6:47 PM
To: Pam Williams (DHHS) <Personal Information [REDACTED]@dhhs.vic.gov.au>; Andrea Spiteri (DHHS) <Personal Information [REDACTED]@dhhs.vic.gov.au>
Subject: FW: Accommodation planning and approval

Pam,

FYI on what has transpired today, I will discuss the ongoing issues with DJPR and their planning around this before we meet with them but the issues have contributed to some less than ideal outcomes.

In a separate email I will forward you an list of the hotels they have contracts with and the contracts, which we have been asking for now for over a week.

From: Jason Helps (DHHS)
Sent: Sunday, 5 April 2020 5:21 PM
To: Claire Febey (DEDJTR) <Personal Information [REDACTED]@ecodev.vic.gov.au>
Cc: SEMC <Personal Information [REDACTED]@dhhs.vic.gov.au>
Subject: Accommodation planning and approval

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Hi Claire

Further to Personal Inform message and conversation with you earlier, please take this email as confirmation and approval for the stand-up of the Parkroyal (Airport) tomorrow.

Can you please allocate all flights to the Parkroyal – with overflow as required to existing CBD hotels with capacity. Noting this will need to be managed as/if Parkroyal nears capacity.

I have considered the hotel contracts provided and request that the following hotels be considered in order of priority for future activations:

1. Holiday Inn (Airport) (Given we are now activating Parkroyal there is efficiency in activating this next if possible)
2. Novotel Melbourne
3. Four Points (Docklands)
4. Travelodge (Docklands)
5. Travelodge (Southbank)
6. Batman Hill (Melbourne)

As a priority could your team please organise the next round of site assessments, advise the times for these so participation of DHHS & DHHS stakeholders can be coordinated, and let me know of the results/findings as soon as possible.

There are a number of hotels that at this stage I consider are not appropriate for the quarantine of returning overseas travellers, due to their location and/or size. Those being:

- All Seasons (Bendigo)
- Bell Tower
- Mid City (Ballarat)
- Novotel (Geelong)
- Novotel (Glen Waverley)
- Peppers (Torquay)
- Rydges (Carlton)
- Rydges (Geelong)
- Vibe Marysville
- Zagames

As we get a sense of future demand this decision may need to be reassessed however I am reluctant to use accommodation outside the Melbourne CBD if this can be avoided. As a result I think there is further urgent planning required in relation additional CBD (incl Southbank and Docklands) accommodation and request DJPR action this or advise me of any issues in relation to this.

I've attached a draft chart which maps out roles and responsibilities of both DJPR and DHHS in the identification, procurement and use of hotel accommodation ahead of further discussions tomorrow. Please let me know if you have any early thoughts or suggestions on this, it only captures higher level activities and decision making.

Regards

Jason Helps

Deputy Director Emergency Operations and Capability | Emergency Management Branch
Department of Health and Human Services | 50 Lonsdale Street, Melbourne Victoria 3000

Personal Information

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Conduct an initial assessment of current available hotels for consideration.

Provide DHHS Agency Commander (Coralie or Braedan) and Pam Williams with an overview of the Hotel/s, which could include, but not limited to, the following;

- Location and capacity
- Exclusive use or not
- Summary of the facility (i.e. 13 stories, carparking, room types, balconies attached to rooms, security and afterhours access, access to rooms for rooms for use by Dr's and nurses)
- Proximity to pharmacy, GP clinics, hospitals and testing sites
- Proximity to other hotels being used

DHHS

Assess suitability of hotel/s based on information provided by DJPR and seek review from key DHHS SME's within DHHS (and externally as required).

- If suitable request DJPR progress contract negotiations with hotel/s, provide information required in addition to standard contract
- If unsuitable respond to DJPR
- If additional information is required request additional information from DJPR and then repeat step 1 and step 2 process

DJPR

Progress with contracting of hotel/s and related services for the hotel to function effectively for quarantine i.e. security, catering, concierge.

Arrange site assessment for security, Victoria Police and other services engaged by DJPR

Negotiate a date when hotel/s and services can be made available (standby but not activated!)

Refer outcome to DHHS for hotel to be activated as required.

DHHS

Assess demand and in conjunction with Dep Controller Operation Soteria approve accommodation and request DJPR activate hotel/s for reception of passengers on a defined date

Arrange health services and health supplies to support passengers during quarantine

DHHS & DJPR

DJPR activate hotel and services and finalise contractual arrangements.

DJPR and DHHS attend the hotel and ensure effective safety, procedures and induction of staff and services

Operation Soteria Deputy Controller and all agencies meet daily and review issues and risks

From: [Personal Information] (DHHS)
Sent: Wed, 13 May 2020 16:05:48 +1000
To: Nigel Coppick
Cc: Rachaele E May (DJPR); Pam Williams (DHHS); DHHSOpSoteriaEOC; Melody A Bush (DHHS) [Personal Information] (DHHS) [Personal Information] (DHHS)
Subject: RE: PPE Advice for Hotel-Based Security Staff and AOs

Hi Nigel, thanks for your response, I will forward your feedback to our Commander.
 It should be noted the advice provides recommendations for PPE use and doesn't preclude organisations from implementing stricter measures if warranted.

Kind regards

[Personal Information]

Operations Team Leader, Operation Soteria, Covid-19
 Manager, Emergency Management and Health Protection Branch
 South Division (Gippsland and Southern Metropolitan Regions)
 Department of Health & Human Services
 165-169 Thomas Street, Dandenong Victoria 3175

[Personal Information]

www.dhhs.vic.gov.au | [@VicGovRecovery](https://twitter.com/VicGovRecovery) <http://www.dhhs.vic.gov.au/>

From: Nigel Coppick [Personal Information]@unifiedsecurity.com.au>
Sent: Tuesday, 12 May 2020 11:17 PM
To: [Personal Information] (DHHS) [Personal Information]@dhhs.vic.gov.au>
Cc: Rachaele May (DEDJTR) [Personal Information]@agriculture.vic.gov.au>; Pam Williams (DHHS) [Personal Information]@dhhs.vic.gov.au>; DHHSOpSoteriaEOC <DHHSOpSoteriaEOC@dhhs.vic.gov.au>; Melody Bush (DHHS) [Personal Information]@dhhs.vic.gov.au>; [Personal Information] (DHHS) [Personal Information]@dhhs.vic.gov.au>; [Personal Information] (DHHS) [Personal Information]@dhhs.vic.gov.au>
Subject: Re: PPE Advice for Hotel-Based Security Staff and AOs

Hi [Personal Information]

Thank you for the document, however as the owner of potential work cover, I would like the following guidelines ammended.

Doorway Interactions: Regardless of social distancing, PPE to be maintained, in these events escalation with Clients for various reasons, may result in heighten situations where the likelihood to equip PPE in a timely manner is significantly reduced.

Accompany Escorts: Regardless of social distancing, PPE to be maintained, in these events escalation with Clients for various reasons, may result in heighten situations where the likelihood to equip PPE in a timely manner is significantly reduced.

I agree with the overview on all additional elements contained within this document. I need to be mindful of the WHS of my personnel.

Happy to further discuss

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

Personal Information
[Redacted]@unifiedsecurity.co
m.au

Personal Information
[Redacted]



SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO
BART

On 12 May 2020, at 10:50 pm, Personal Information (DHHS)
[Redacted]@dhhs.vic.gov.au wrote:

Hi Nigel,

As promised at our meeting this afternoon, please see attached the PPE Advice for hotel security & AOs which provides recommendations for PPE use according to type of activity being undertaken.

As mentioned today please don't hesitate to contact the DHHSOpSoteriaEOC generic inbox if you have any queries or would like to escalate any issues through to us.

The inbox is DHHSOpSoteriaEOC@dhhs.vic.gov.au

Thanks once again for your support today.

Kind regards

Personal Information
[Redacted]

Operations Team Leader, Operation Soteria, Covid-19
Manager, Emergency Management and Health Protection Branch
South Division (Gippsland and Southern Metropolitan Regions)

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Department of Health & Human Services
165-169 Thomas Street, Dandenong Victoria 3175

Personal Information

@dhhs.vic.gov.au

www.dhhs.vic.gov.au |

<image001.png>

@VicGovRecovery <http://www.dhhs.vic.gov.au/>

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—

<90. PPE Advice for hotel Security & AOs (1).pdf>

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From: [Personal Information] (DHHS)
Sent: Tue, 12 May 2020 22:49:48 +1000
To: Nigel Coppick
Cc: Rachaele E May (DJPR); Pam Williams (DHHS); DHHSOpSoteriaEOC; Melody A Bush (DHHS [Personal Information] (DHHS) [Personal Information] (DHHS)
Subject: PPE Advice for Hotel-Based Security Staff and AOs
Attachments: 90. PPE Advice for hotel Security & AOs (1).pdf

Hi Nigel,

As promised at our meeting this afternoon, please see attached the PPE Advice for hotel security & AOs which provides recommendations for PPE use according to type of activity being undertaken.

As mentioned today please don't hesitate to contact the DHHSOpSoteriaEOC generic inbox if you have any queries or would like to escalate any issues through to us.

The inbox is DHHSOpSoteriaEOC@dhhs.vic.gov.au

Thanks once again for your support today.

Kind regards

[Personal Information]

Operations Team Leader, Operation Soteria, Covid-19
 Manager, Emergency Management and Health Protection Branch
 South Division (Gippsland and Southern Metropolitan Regions)
 Department of Health & Human Services
 165-169 Thomas Street, Dandenong Victoria 3175

[Personal Information]

[\[Personal Information\]@dhhs.vic.gov.au](mailto:[Personal Information]@dhhs.vic.gov.au)

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OPERATION SOTERIA

PPE Advice for Hotel-Based Security Staff & AOs in Contact with Quarantined Clients

Approved

Date: 5 May 2020 By: M Bamert (Dir EM)

Recommended PPE

Recommended PPE use according to type of activity

Setting	Activity	Security Staff	Client PPE required
Hotel Lobby (accepting deliveries and checking/greeting people) Perform hand hygiene before and after every client contact	<ul style="list-style-type: none"> Able to maintain physical distance of at least 1.5 metres 	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> Not applicable
Hotel Lobby When new guests are arriving for the commencement of their quarantine Perform hand hygiene before and after every client contact	<ul style="list-style-type: none"> Able to maintain physical distance of at least 1.5 metres 1.5 metre physical distance is not feasible 	<ul style="list-style-type: none"> No PPE Hand hygiene Surgical mask Hand hygiene 	<ul style="list-style-type: none"> Client to wear surgical face mask if tolerated Hand hygiene Advised not to touch anything on the way in/up
Hotel quarantine floor Not entering the client/s room or having direct contact with client/s. Perform hand hygiene before and after every client contact	No direct client contacts e.g. walking room hallways or stationed in room corridors	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> No PPE / Not applicable
Doorway indirect contact by security Perform hand hygiene before and after every client contact	Any doorway visit: <ul style="list-style-type: none"> Able to maintain physical distance of at least 1.5 metres 	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> No PPE
	Any doorway visit: <ul style="list-style-type: none"> 1.5 metre physical distance is not feasible 	<ul style="list-style-type: none"> Surgical mask Hand hygiene 	<ul style="list-style-type: none"> Client to wear surgical face mask if tolerated Hand hygiene

PPE Advice for Hotel Based Security Staff & AOs in Contact with Quarantined Clients

Setting	Activity	Security Staff	Client PPE required
Accompanying clients for fresh air/exercise breaks from room to outside Perform hand hygiene before and after every client contact	<ul style="list-style-type: none"> Able to maintain 1.5 metres physical distance 	<ul style="list-style-type: none"> No PPE Hand hygiene 	<ul style="list-style-type: none"> Client to wear surgical face mask if tolerated Hand hygiene
	<ul style="list-style-type: none"> 1.5 metre physical distance is not feasible 	<ul style="list-style-type: none"> Surgical mask Hand hygiene 	<ul style="list-style-type: none"> Advised not to touch anything on the way out/down

Hand Hygiene

Effective hand hygiene is the single most important strategy in preventing infection.

Gloves are NOT a substitute for hand hygiene and hands should be washed with soap and water if they are visibly soiled, otherwise hand sanitiser can be used continuously.

Gloves are NOT recommended for any security staff or AO staff member at any time.

Respiratory hygiene and cough etiquette must be applied as a standard infection control precaution at all times. You must also perform hand hygiene each time you use a tissue or cough or sneeze into your elbow.

ALWAYS AVOID TOUCHING YOUR FACE.

Hand sanitiser is NEVER applied to gloved hands.

Mask usage

PROCEDURE FOR PUTTING ON MASK

1. Perform hand hygiene using the hand sanitizer
2. Put on the mask handling the side tapes only
 - a. If your mask has the ear loops, place them over both ears together
 - b. If your mask has to be tied, tie the bottom first and then the top tie to secure on your face
 - c. Ensure the mask is secured across the bridge of your nose (mold metal clip over bridge of nose) and ensure it sits snugly under the chin
3. Perform hand hygiene
4. After mask is in place never touch the front of your mask

PROCEDURE FOR TAKING OFF MASK

1. Perform hand hygiene using the hand sanitizer
2. Do not touch the front of the mask
3. Undo the bottom tie of your mask and then the top tie, handling the mask only by the top ties, drop mask straight into the yellow bin
4. If your mask has the ear loops, remove the loops and place into bin
5. Perform hand hygiene using the hand sanitizer

Note: Hand hygiene should be performed when you feel that you may have contaminated your hands from touching the mask (if wearing one), or your face.

From: DJPR COVID Accom-Lead (DJPR)
Sent: Tue, 19 May 2020 20:01:45 +1000
To: Pam Williams (DHHS); Merrin C Bamert (DHHS) (Personal Information) (DHHS)
Cc: DJPR COVID Accom-Support (DJPR)
Subject: Provision of PPE in hotels
Attachments: RE: Security Contractors at Quarantine Hotels - Access to PPE, FW: PPE

Hi Pam,

Thanks for sending this through. We've looked through many emails and all our contracts.

In summary

- DJPR supports DHHS proposal to audit PPE needs on a role specific (risk-based) basis, and that this will be implemented to manage the PPE demand for ongoing Hotels Quarantine response.
 - DJPR would like to request an the opportunity to assist in the development of the implementation. DJPR must be comfortable that our staff and contractors have appropriate PPE to operate safely.
- DHHS is the lead responsible party for arranging a central supply of PPE for agreed purposes, including provision to DJPR staff, contractors when they are unable to source their own PPE, and to hotel guests for exercise / fresh air breaks.
 - DJPR understood DHHS to be the central supplier based on email exchanges between DJPR and DHHS in early April, as well as SCC Operation Soteria discussions. (emails attached)
 - It is understood DHHS were the central PPE supplier at the beginning of Operation Soteria because nation-wide shortages of PPE meant many agencies and private companies could not source PPE. This practice has continued even though some contracted companies are now able to source their own PPE
- Dnata (contracted logistics personnel) are required to provide their own PPE. This is not currently the practise. DJPR proposes a 2 week time frame for Dnata to arrange their own supply.
- Security contractors (three different companies) have slightly different contracts. In summary they provide their own PPE, although 2 companies then invoice DJPR for this cost and so they have been using DHHS supplies. For simplicity DJPR proposes a 2 week time frame for the two remaining companies to arrange their own supply (noting Government will still pay for this separately)
 - All security companies have advised they often use their own PPE for hotel guests when they take guests out for fresh air breaks.
 - DJPR request a system be implemented for guests to be provided with DHHS-supplied PPE.
- The only known supply arrangement made with a hotel is with the Crown complex hotels, which to our shared understanding, is in lieu of room charges for space occupied by nursing/medical staff, and DJPR have no oversight on this arrangement.

Some further detail on the points above is provided at the end of this email.

To move forward, I suggest DHHS continue to supply all hotel parties, noting we will ask Dnata and the security contractors to begin supplying their own PPE in a 2 week timeframe, with a date DHHS and DJPR agree upon.

Please let me know your thoughts.

Regards
Rachaele

Rachaele May
Operations Soteria (COVID-19)
DJPR Hotel Quarantine Agency Commander
djprcovidacom-lead@ecodev.vic.gov.au

A / Executive Director Emergency Coordination and Resilience
Department of Jobs, Precincts and Regions
402 Mair Street Ballarat, Victoria Australia 3350

Personal Information

Personal Information @agriculture.vic.gov.au

djpr.vic.gov.au

DJPR staff supply:

It is DJPR's understanding, as reflected in emails dating from 1- 2 April that DHHS was taking the lead as responsible party for arranging a central supply of PPE for agreed purposes in the Hotels Quarantine response (Emails as Outlook attachments).

Key emails:

1 April. Email between Personal Information (DJPR) and DHHS staff Personal Information and copied to DJPR staff Personal Information and

Gonul Serbest)

From Personal Information (DHHS) to Personal Information (DHHS); Personal Information (DHHS); Personal Information (DHHS); Personal Information (DHHS) cc: Personal Information (DJPR)

Hi,

Personal Information from DEDJTR contacted me tonight regarding PPE. Currently they are using PPE from Vic Pol or security at the hotels, she was wondering how best to access PPE for their staff? I'm wondering if we just bulk order and they can use our supplies?

Could you please reach out to discuss with her tomorrow.

Personal Information can be contacted on;

Personal Information

Regards

Personal Information

2 April. Email from Claire Febey (DJPR) to DJPR Hotels Quarantine leadership staff (PPO Personal Information)

Katrina Currie and Personal Information discussing "Security Contractors at Quarantine Hotels - Access to PPE"

Hi PPO

As noted by Claire, we are in the process of landing a process regarding the monitoring and replenishment of PPE for all DJPR and DJPR-contracted staff.

Personal Information

(cc'd) is leading this and will be able to provide an update across the board once the process and

indicative timelines for more PPE arriving are finalised. I understand that this is being organised/negotiated with DHHS (who have primary responsibility for PPE provision) at the moment.

DJPR discussion on a State Control Centre decision to be made on 1 April to confirm arrangements is mentioned as being imminent. DJPR does not have access to a record of the SCC outcome, but response staff (with continuity throughout the response, such as ^{Personal Inform} – Ground Support Logistics Lead) confirm the common and shared understanding that DHHS were to supply both departmental staff contingents and other appropriate staff with PPE at Hotel sites.

Supply of PPE for Guests undertaking exercise breaks:

At present security contractors are providing PPE to Guests while being supervised for exercise breaks – using their company’s supply. DJPR propose that DHHS include this demand within the broader supply arrangements for Hotels Quarantine response. Additionally, this application of PPE should be included the ‘Audit of safety requirements for PPE’ proposed below.

Dnata – hotel services contract staff:

At present Dnata are being supplied PPE via Vic Gov supply. The ‘Equipment clause’ excerpt from the Dnata contract identifies this supply as being Dnata’s responsibility (Excerpt 3). We propose transitioning Dnata to a self-supply status – allowing adequate notice to ensure their own supply logistics can meet this need.

Security contractor supply:

Initial contracts with Wilson and MSS security contractors do not specify COVID-related or task-specific safety relating to Hotels Quarantine (Excerpt 1), whereas the contract with Unified define COVID relevant equipment as required equipment to be supplied by the company (Excerpt 2). Given prevailing supply limitations at the time, some initial workarounds were made at the time to ensure safe ‘stand-up ready’ operations. Both MSS and Unified negotiated the right to claim actual costs in the supply of their own PPE, and this arrangement is current. Wilson currently supply their own PPE at their own cost.

Extract 1. ‘Equipment clause’ from Wilson and MSS contract:

3.12 Service Provider to provide equipment

- (a) The Service Provider must provide any and all equipment (including computer hardware, software and any ancillary support) necessary for the performance and maintenance (where appropriate) of the Security Services. The Service Provider must ensure that:
- (i) such equipment is suitable for deployment in the delivery of Security Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
 - (ii) it holds, at all times, all necessary licences, certification, permits or other authorities to possess and use such equipment; and
- all Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that such Personnel may use or operate such equipment lawfully.

Extract 2. ‘Equipment clause’ from Unified contract:

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6. Equipment

- 6.1 The Service Provider must provide any and all equipment necessary for the performance and maintenance (where appropriate) of the Services and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19.
- 6.2 The Service Provider must ensure that:
- such equipment is suitable for deployment in the delivery of the Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
 - it holds, at all times, all necessary licences, certifications, permits or other authorities to possess and use such equipment; and
 - all Service Provider Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that the Service Provider Personnel may use or operate such equipment lawfully.
 - the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health standards including but not limited to in relation to COVID-19) at all times while performing of the Services.

Excerpt 3. 'Equipment clause' from Dnata Contract

6. Equipment

- 6.1 The Service Provider must provide any and all equipment necessary for the performance and maintenance (where appropriate) of the Services and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19.

From: Pam Williams (DHHS) Personal Information <[\[redacted\]@dhhs.vic.gov.au](mailto:[redacted]@dhhs.vic.gov.au)>
Sent: Monday, 18 May 2020 1:29 PM
To: Rachaele E May (DJPR) Personal Information <[\[redacted\]@agriculture.vic.gov.au](mailto:[redacted]@agriculture.vic.gov.au)>; DJPR COVID Accom-Lead (DJPR) Personal Information <[\[redacted\]@ecodev.vic.gov.au](mailto:[redacted]@ecodev.vic.gov.au)>
Cc: Merrin C Bamert (DHHS) Personal Information <[\[redacted\]@dhhs.vic.gov.au](mailto:[redacted]@dhhs.vic.gov.au)>; Personal Information (DHHS) Personal Information <[\[redacted\]@dhhs.vic.gov.au](mailto:[redacted]@dhhs.vic.gov.au)>
Subject: Provision of PPE in hotels

Hello Rachaele

You raised the issue or responsibility for the provision of PPE with me yesterday. Decisions were made regarding this before either of us were involved but I have spoken to some people who were involved from the beginning.

Our understanding is the opposite of what you described to me. The initial intent was for individual departments to ensure their supporting agencies (including contractors) were provided with suitable PPE. Agencies outside DHHS were advised to approach CAOG to source supplies but, in the interim, DHHS supported them and provided PPE due to the time critical commencement of the hotel programme.

It would be helpful if you could go back to the contractual arrangements with your security contractors to identify if there is any specific information included regarding their responsibility to provide PPE for their staff. I would appreciate a copy for my records also so we don't have to re-negotiate this again and to check my understanding is correct.

It is likely that the supply of PPE by DHHS has inadvertently continued despite the original agreements. I do note that Crown hotels are an exception. In lieu of daily incurred costs for hire of a room (approx. \$4k day) the department agreed to supply the Crown complex hotels with PPE for security & hotel staff. This is not the case for any other of the hotels.

Given the confusion, I propose that DHHS communicates to all Departments, and through them, to all contractors that as of an agreed date (which we can discuss) we will no longer provide PPE and all departments will be responsible for supplying appropriate PPE for their allocated workforce, including contractors. Please advise your views on the appropriate timing.

For your information, I am currently re-engaging an infection control consultancy to audit the policies, procedures and implementation of infection control in quarantine hotels, including use of PPE. This occurred originally but as the program has grown, and the understanding of use of PPE has been clarified, it is timely to repeat this work and be assured on appropriate policies and usage. I am keen to ensure that the supporting agencies are aware of and adhere to the PPE policy as per current recommendations from the office of the Chief Health Officer.

Pam Williams
COVID19 Accommodation Commander

Department of Health and Human Services

Personal Information

[@dhhs.vic.gov.au](mailto:p.williams@dhhs.vic.gov.au)

www.dhhs.vic.gov.au

Soteria (Ancient Greek : Σωτηρία) was the goddess or spirit (daimon) of safety and salvation, deliverance, and preservation from harm.

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From: [Redacted]
Sent: Fri, 27 Mar 2020 22:40:58 +1100
To: [Redacted]
Cc: Unni Menon (DEDJTR)
Subject: RE: Table with costings

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Subject: Table with costings

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From: [Redacted] (DEDJTR)
Sent: Sat, 28 Mar 2020 12:09:08 +1100
To: Unni Menon (DEDJTR) [Redacted]
Cc: [Redacted]
Subject: RE: Authorisation for Simon for booking hotels

Privilege

[Redacted]

Subject: RE: Authorisation for Simon for booking hotels

Privilege

[Redacted]

Subject: RE: Authorisation for Simon for booking hotels

Privilege

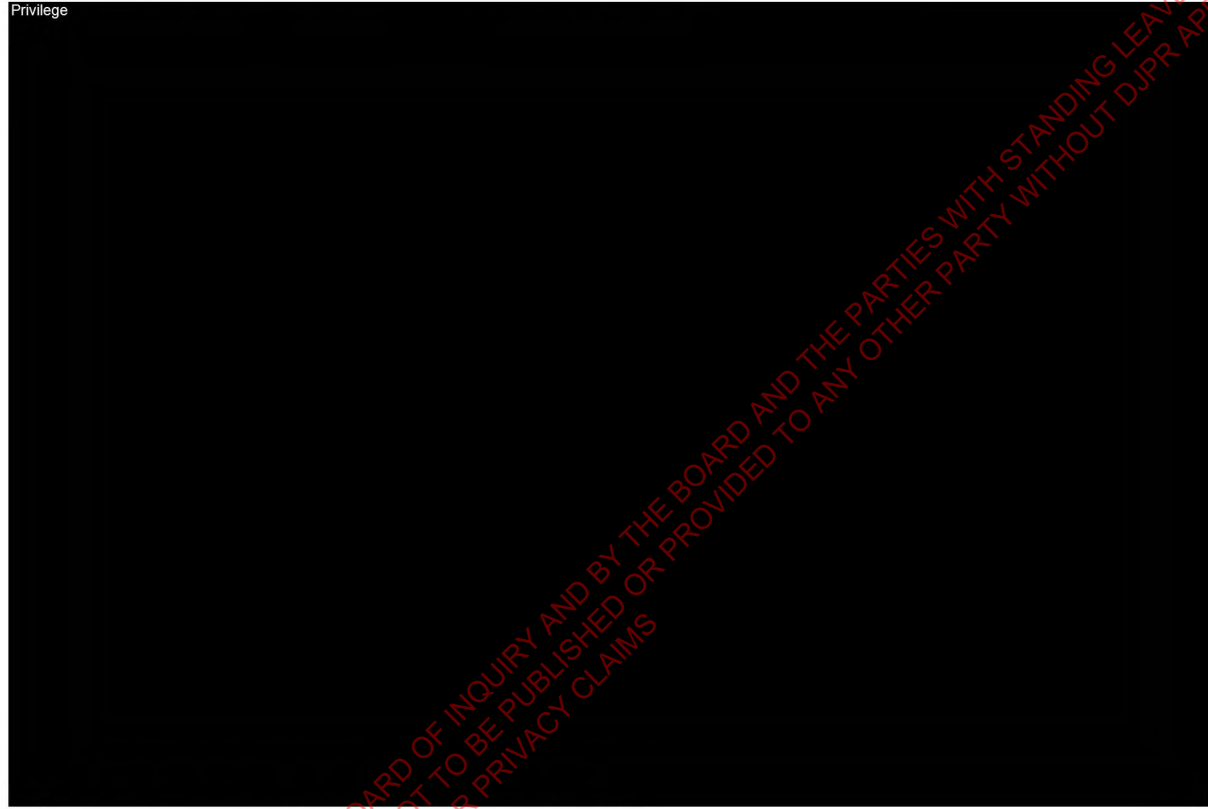
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Subject: Fwd: Authorisation for Simon for booking hotels

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Subject: Authorisation for Simon for booking hotels

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From: Unni Menon (DEDJTR)
Sent: Sat, 28 Mar 2020 22:10:16 +1100
To: Personal Information (DEDJTR) Personal Information @accor.com
Subject: RE: Mercure Welcome Accommodation Agreement
Importance: High

H Personal Inform

Apologies for the delayed response.
Please see responses to the issues you have raised .

- Supplier name to be changed to Prime Assets, this will be reflective in the invoice I send you shortly. See attached an updated "Schedule of Agreement" with changes to rate \$150 per room per night (including meals).
- Per 2.1 d) Can you please send me the most recent recommended public health standards in respect of COVID-19 Please see link to [routine environmental cleaning](#). Noting that more up to date standards may be released in regards to COVID-19.
- Per 2.1 e) can you clarify that all ancillary services associated with someone occupying a room is only; linen delivery, meal delivery, extra amenities delivery, room cleaning product delivery. We can confirm that these are the level of services we are seeking noting that other requests may be required (e.g. request for painkillers, etc)
- Per 7.2) can you please amend to read 'unlawful or negligent act or omission of the Department and/or a department nominee' We would like to proceed with the contract as is, however, in order to change the contract further legal advice is required. We will need this to be confirmed tomorrow morning which would require a change in the date of the contract terms.
- Per 11.1) can you please advise if South Pacific Laundry is a preferred Supplier. They will not be a part of any of the process in the hotel, are simply the hotel's laundry supplier. They have already issued us with a COVID-19 procedure. We approve this as a supplier for this service.
- Can you please provide more clarity on the check in process and how social distancing will be policed. See dot points below

Security Arrangements for hotel

- Once a Skybus arrives at a hotel, nobody will get off until the VicPol rep goes to receive them and escort them to check-in at the hotel.
- Once checked-in, DJPR-contracted security will escort guests to their rooms.
- DJPR-contracted security will be on-site 24-7 in the hotels to ensure the guests' safety and compliance with the Chief Health Officer's directions. Each security team will have a manager who will coordinate directly with authorised officers from DHHS and VicPol. The security team will not physically engage with guests unless immediate safety is at risk; they will escalate to authorised officers (VicPol).
- **Note:** hotels are expected the maintain their usual security teams and logistics. The DJPR-contracted security will only be there to support authorised officers to enforce the Chief Health Officers directions.

Regards

Unni Menon

Executive Director

Department of Jobs, Precincts and Regions
Level 7, 1 Spring Street, Melbourne, 3000

Personal Information
[Redacted]

djpr.vic.gov.au



[Linkedin](#) | [Youtube](#) | [Twitter](#)

From: [Redacted] PULLMAN Melbourne on Swanston [Redacted] [@accor.com](mailto:[Redacted]@accor.com)
Sent: Saturday, 28 March 2020 8:30 PM
To: Unni Menon (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)>
Cc: [Redacted] (DEDJTR) [Redacted] [@ecodev.vic.gov.au](mailto:[Redacted]@ecodev.vic.gov.au)>
Subject: RE: Mercure Welcome Accommodation Agreement

Hi Unni and [Redacted]

Please find attached the invoice for the Mercure Welcome Melbourne. The invoice has the correct Trading Name, ABN and Bank Details for you to apply to the contract.

Thank you again for your time today and look forward to finalising if not tonight, tomorrow morning.

Kind Regards

Personal Information
[Redacted]

GENERAL MANAGER

PULLMAN MELBOURNE ON SWANSTON
195 SWANSTON STREET, MELBOURNE
VIC 3000 AUSTRALIA

Personal Information
[Redacted]

PULLMANMELBOURNEONSWANSTON.COM.AU – ACCORHOTELS.COM

REPRESENTING

PULLMAN MELBOURNE ON SWANSTON & MERCURE WELCOME MELBOURNE




UNCOVER THE UNKNOWN...



From: [Personal Information] PULLMAN Melbourne on Swanston
Sent: Saturday, 28 March 2020 8:12 PM
To: 'Unni Menon (DEDJTR)' [Personal Information] <@ecodev.vic.gov.au>
Cc: [Personal Inform] <@ecodev.vic.gov.au> <[Personal Informat] <@ecodev.vic.gov.au>>
Subject: RE: Accommodation Agreement

Hi Gents,

In addition to the below can we please have the rate amended to \$150.

I am of the belief that there is also an additional \$30 per meal, for additional people occupying the rooms. (ie 2 pax = \$180 per room), can this be clarified in writing.

Thanks

[Personal Information]

GENERAL MANAGER

PULLMAN MELBOURNE ON SWANSTON
 195 SWANSTON STREET, MELBOURNE
 VIC 3000 AUSTRALIA

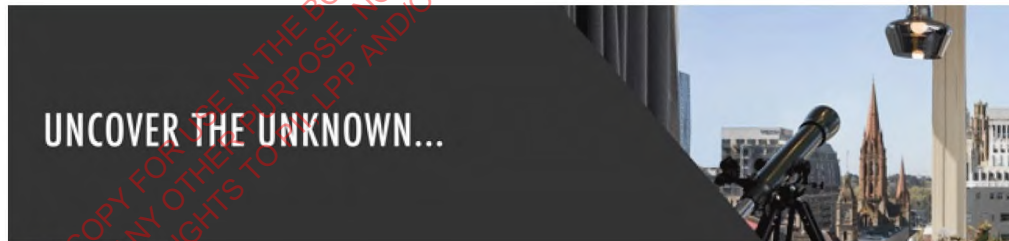
[Personal Information]

[Personal Information]

PULLMANMELBOURNEONSWANSTON.COM.AU – ACCORHOTELS.COM

REPRESENTING

PULLMAN MELBOURNE ON SWANSTON & MERCURE WELCOME MELBOURNE



From: [Personal Information] PULLMAN Melbourne on Swanston
Sent: Saturday, 28 March 2020 8:07 PM
To: Unni Menon (DEDJTR) [Personal Information] <@ecodev.vic.gov.au>
Cc: [Personal Informat] <@ecodev.vic.gov.au>
Subject: RE: Accommodation Agreement

Hi [Personal In] and Unni,

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As per our earlier conversation can you please include the below into the contract;

- Supplier name to be changed to Prime Assets, this will be reflective in the invoice I send you shortly
- Per 2.1 d) Can you please send me the most recent recommended public health standards in respect of COVID-19
- Per 2.1 e) can you clarify that all ancillary services associated with someone occupying a room is only; linen delivery, meal delivery, extra amenities delivery, room cleaning product delivery
- Per 7.2) can you please amend to read 'unlawful or negligent act or omission of the Department and/or a department nominee'
- Per 11.1) can you please advise if South Pacific Laundry is a preferred Supplier. They will not be a part of any of the process in the hotel, are simply the hotel's laundry supplier. They have already issued us with a COVID-19 procedure
- Can you please provide more clarity on the check in process and how social distancing will be policed.

Kind Regards

Personal Information

GENERAL MANAGER

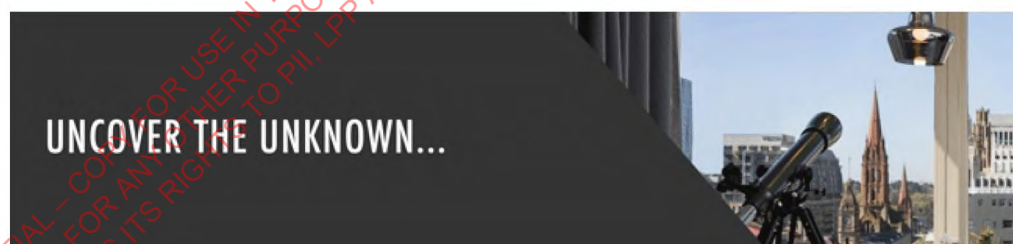
PULLMAN MELBOURNE ON SWANSTON
195 SWANSTON STREET, MELBOURNE
VIC 3000 AUSTRALIA

Personal Information

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REPRESENTING

PULLMAN MELBOURNE ON SWANSTON & MERCURE WELCOME MELBOURNE



From: Unni Menon (DEDJTR) <Personal Information @ecodev.vic.gov.au>

Sent: Saturday, 28 March 2020 5:16 PM

To: Personal Information PULLMAN Melbourne on Swanston Personal Information

Subject: Accommodation Agreement

Dear Personal Information

We thank you for your rapid response to the department's request for accommodation services to meet the self-isolation needs of certain Victorians in response to the COVID-19 pandemic. It has been much appreciated.

We confirm that the department would like to book the number of rooms, at the rates, as identified in the attached Schedule and subject to the attached terms and conditions (together referred to as the **Agreement**).

To confirm this booking can you please complete the details in the Schedule where indicated in orange (including the relevant bank account details) and return a sign copy of the Agreement.

We will provide you with a fully signed copy of the Agreement as soon as possible.

So that we can process payment for the first calendar month immediately, can you please also provide us with a tax invoice.

Please note while we expect that cleaning of the rooms will be the responsibility of the hotel (in accordance with the Agreement), if there is a confirmed case of COVID-19 in of any of the guests nominated by the department, the department will organise for cleaners to provide an industrial clean of the relevant rooms upon the departure of that guest. The cost of these additional cleaners will be paid for by the department.

While we will try to let you know as soon as possible the number and dates of expected arrivals, we appreciate your patience on this given the circumstances.

If you have any questions please contact Unni Menon on Personal Information [@djpr.vic.gov.au](mailto:unni.menon@djpr.vic.gov.au)

Regards

Unni Menon
Executive Director

Department of Jobs, Precincts and Regions
Level 7, 1 Spring Street, Melbourne, 3000

Personal Information

djpr.vic.gov.au



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Government of Victoria, Victoria, Australia.

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From: Unni Menon (DEDJTR)
Sent: Sat, 28 Mar 2020 16:56:20 +1100
To: [Personal Information]@novotelgeelong.com.au
Bcc: [Personal Information] (DEDJTR); Sacha Fenton (DEDJTR)
Subject: Accommodation Agreement
Attachments: Accomodation Terms and Conditions.pdf, Novotel Geelong - Schedule to the Agreement for the provision of accomodation.docx

Dear [Personal Inform]

We thank you for your rapid response to the department's request for accommodation services to meet the self-isolation needs of certain Victorians in response to the COVID-19 pandemic. It has been much appreciated.

We confirm that the department would like to book the number of rooms, at the rates, as identified in the attached Schedule and subject to the attached terms and conditions (together referred to as the **Agreement**).

To confirm this booking can you please complete the details in the Schedule where indicated in orange (including the relevant bank account details) and return a sign copy of the Agreement.

We will provide you with a fully signed copy of the Agreement as soon as possible.

So that we can process payment for the first calendar month immediately, can you please also provide us with a tax invoice.

Please note while we expect that cleaning of the rooms will be the responsibility of the hotel (in accordance with the Agreement), if there is a confirmed case of COVID-19 in of any of the guests nominated by the department, the department will organise for cleaners to provide an industrial clean of the relevant rooms upon the departure of that guest. The cost of these additional cleaners will be paid for by the department.

While we will try to let you know as soon as possible the number and dates of expected arrivals, we appreciate your patience on this given the circumstances.

If you have any questions please contact Unni Menon on [Personal Information]@djpr.vic.gov.au

Regards

Unni Menon

Executive Director

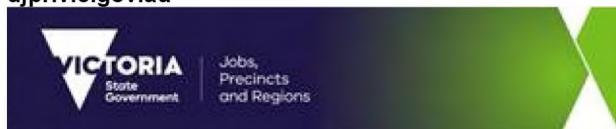
Department of Jobs, Precincts and Regions

Level 7, 1 Spring Street, Melbourne, 3000

Personal Information

E: Personal Information@djpr.vic.gov.au

djpr.vic.gov.au



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Terms and Conditions

1. Term

- 1.1 This Agreement is made between the Department and the Supplier and begins on the Commencement Date and continues until the later of:
- (a) the Completion Date; or
 - (b) the date by which the Supplier satisfactorily completes all its obligations under this Agreement,
- unless extended in accordance with clause 1.2 or terminated earlier in accordance with its terms (**Term**).
- 1.2 The Department may elect, by notice in writing to the Supplier to extend the Term of this Agreement for one or more further periods as specified in the Option Periods.
- 1.3 Any such further term or terms will be on the same terms and conditions as this Agreement (excluding, in respect of the final further period, this clause 1.3).

2. Supplier's Obligations

2.1 The Supplier must:

- (a) ensure the Rooms are available for the exclusive use of the Department and/or the Department's nominee/s (**Department's Nominee**) for the duration of the Term (**Booking Period**);
- (b) not permit or allow any other bookings to be made in respect of, or permit any person other than the Department's Nominee, to stay in the Rooms during the Booking Period;
- (c) provide the Rooms in accordance with the terms of this Agreement and any reasonable directions given by the Department from time to time;
- (d) subject to clause 2.1(e), ensure that each Room is thoroughly cleaned and disinfected at a minimum:
 - (i) prior to the commencement of each Department's Nominee's stay; and
 - (ii) as soon as practicable following the conclusion of each Department Nominee's stay,
 to a standard consistent with the most recent recommended public health standards in respect of COVID-19;
- (e) if there is a confirmed case of COVID-19 in any of the Department's Nominees, allow the Department's representatives to enter the Supplier's premises in order to undertake specialised cleaning of the relevant Room. For the avoidance of doubt, these specialised cleaning services will be at the cost of the Department;
- (f) provide cleaning products for each Room, on request, so that the Department's Nominee is able to clean the Room themselves during their occupation of the Room;
- (g) provide the Rooms and all ancillary services associated with someone occupying a Room, including but not limited to cleaning services (**Services**), in a timely and efficient manner exercising due care, skill and judgement and at all times act in accordance with the highest professional principles and the

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standards of a competent professional provider of services similar to the Services being provided under this Agreement;

- (h) and will be responsible for, ensuring that before its officers, employees, agents, contractors and sub-contractors perform the Services they receive:
- (i) adequate training in security, workplace health and safety, customer service and risk management; and
 - (ii) are provided with personal protective equipment in accordance with the relevant public health standards, including but not limited to in relation to COVID-19;
- (i) use appropriately skilled and qualified personnel to provide the Services;
- (j) cooperate with and regular liaise with the Department including but not limited to:
- (i) immediately notifying the Department of any issues in relation to the provision of the Rooms and/or Services, including but not limited to anything which may create a risk that the accommodation service will cease to be provided such as staff unavailability, financial distress, or known exposure or infection of COVID-19; and
 - (ii) providing reports to the Department as and when requested;
- (k) have a business continuity plan that includes:
- (i) contingency arrangements should any staff, agent, contractor, or sub-contractor become unavailable during the Booking Period; and
 - (ii) consideration of occupational and safety for staff, agents, contractors and sub-contractors if there is exposure or infection of COVID-19.
- (l) on and from the Commencement Date and for 7 years after the end of this Agreement have appropriate insurance coverage for its operation and business risks with an insurer approved under the *Insurance Act 1973* (Cth) and must provide proof of this insurance coverage upon request by the Department;
- (m) ensure that during the Booking Period the Rooms are clear of all items in the mini bar and other luxury items such as robes and slippers;
- (n) ensure that drinking water, wifi and other in room entertainment is available in the Rooms for use at no additional cost to the Department or the Department's Nominee; and
- (o) provide three reasonable meals a day to each of the Department's Nominees. The preparation and service of food must be done in accordance with recommended health standards including in relation to COVID-19;
- (p) permit any security staff arranged for by the Department to be present at the Supplier's premises as is required to ensure the Department's Nominee remains in isolation. For the avoidance of doubt the cost of the Department's security will be borne by the Department; and
- (q) make arrangements directly with the Department's Nominee in respect of any additional services such as laundry services, car parking and in-room telephone

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calls and the Supplier agrees that the Department is not responsible for and will not be charged for any fees or costs associated with these additional services.

3. Payment of Fees

- 3.1 In consideration of the performance by the Supplier of its obligations arising under this Agreement, and upon submission of a valid tax invoice, the Department will pay monthly in advance an amount equal to the Daily Rate times the number of days in the following calendar month.

4. Confidentiality

- 4.1 The Supplier must not disclose or permit the disclosure of any of the Department's Confidential Information without written permission from the Department, except:
- (a) to the Department;
 - (b) where required under this Agreement including to the Supplier's legal and financial advisers on a confidential basis;
 - (c) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
 - (d) where the disclosure is required by Law.
- 4.2 For the purpose of clause 4.1, Confidential Information means details of the terms and conditions contained in this Agreement and all other confidential or commercially sensitive information provided by the Department to the Supplier in the context of this Agreement.

5. Negation of Employment

- 5.1 The Supplier is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Supplier as an agent or employee of the Department, and the Supplier will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.
- 5.2 The Supplier is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Supplier.

6. Damage to Rooms

- 6.1 The Department will be responsible for any damage done to the Rooms and/or the property of the Supplier during the Booking Period which is a direct result of the actions of the Department or the Department's Nominee, except to the extent that such damage is a result of normal wear and tear.

7. Indemnity and Release

- 7.1 The Supplier releases and indemnifies, and will at all times keep the Department and each of its officers, employees, agents, contractors and sub-contractors indemnified, against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Department arising out of, or in any way connected with:

- (a) personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19);
- (b) any threatening behaviour from the Department's Nominee;
- (c) property damage; or
- (d) third party claims (including but not limited to in relation to exposure to or infection from COVID-19);

caused, contributed to or brought about by an act or omission of the Supplier or any of its officers, employees, agents, contractors and sub-contractors, including without limitation:

- (a) wilful misconduct;
- (b) a negligent or unlawful act or omission;
- (c) fraud;
- (d) a breach of physical security;
- (e) a breach of this Agreement; or
- (f) a breach of an obligation of confidence or privacy (whether arising under this Agreement or otherwise).

7.2 The Supplier's liability to indemnify the Department under clause 7.1 is reduced to the extent that any unlawful or negligent act or omission of the Department or its officers, employees, agents, contractors and sub-contractors contributed to the liability, loss, damage, cost or expense.

8. Privacy

8.1 The Supplier acknowledges and agrees that it will be bound by the Information Privacy Principles, Health Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Privacy and Data Protection Act 2014 (Vic)* (together the **Privacy Obligations**) with respect to any act done or practice engaged in by the Supplier for the purposes of this Agreement in the same way and to the same extent as the Department would have been bound by the Privacy Obligations in respect of that act or practice had it been directly done or engaged in by the Department.

8.2 For the purpose of clause 8.1,

- (a) **Health Privacy Principles** means the principles so identified and set out in the *Health Records Act 2001 (Vic)*; and
- (b) **Information Privacy Principles** means the principles so identified and set out in the *Privacy and Data Protection Act 2014 (Vic)*.

9. Termination for convenience

9.1 The Department may at any time, upon giving fourteen (14) days' notice in writing to the Supplier, terminate the Agreement or reduce the number of Rooms being provided under this Agreement.

9.2 If the Department has served a notice under clause 9.1, the Department will only be liable to pay the Supplier for:

- (a) where a notice of termination has been given, the Rooms up to the date of termination; and
- (b) where a notice to reduce the number of Rooms has been provided, the Fees on the original amount of Rooms up to the effective date of the notice and after the effective date of the notice, the Fees based on the reduced amount of Rooms as notified in the notice,

provided always that the Supplier will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement or reduction in scope, including for loss of prospective profits or income foregone whether with respect to the Rooms and/or Services under this Agreement or otherwise.

- 9.3 If the Department has served a notice pursuant to clause 9.1, the Supplier must, on demand by the Department, repay to the Department such monies advanced or paid to the Supplier in respect of which at the date of such notice, the Supplier has not yet provided the Rooms and/or performed the Services.

10. Termination for breach

- 10.1 The Department may terminate with immediate effect by giving notice in writing to the Supplier, if the Supplier:

- (a) fails to provide any of the Rooms and/or Services in accordance with this Agreement;
- (b) breaches any provision of the Agreement; or
- (c) or any of its employees, contractors, subcontractors, agents and other third parties who are engaged by the Supplier commits fraud, dishonesty, or any other serious misconduct,

upon which such termination the Department will pay the Supplier for the Rooms provided in accordance with this Agreement up to the date of the termination and the Department has no other liability to the Supplier in relation to that termination.

11. Subcontractors

- 11.1 The Supplier must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.

- 11.2 If the Department has given written approval and the Supplier subcontracts the performance of any part of the Services, the Supplier remains fully responsible for:

- (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Supplier; and
- (b) carrying out the Services and complying with all obligations under this Agreement.

12. General

- 12.1 **(Governing Law & Jurisdiction)** This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.

- 12.2 **(Survival)** Each of clauses 4, 7 and 8 survive the termination or expiry of this Agreement.

12.3 **(Counterparts)** This Agreement may be executed in one or more counterparts, each of which, once executed, will be deemed to be an original and together will constitute one and the same instrument.

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Department of Jobs, Precincts and Regions

AGREEMENT FOR THE PROVISION OF ACCOMMODATION

Department: The State of Victoria (**State**) acting through its Department of Jobs, Precincts and Regions (**Department**)

Supplier: Name **[insert legal name for hotel]** (**Supplier**)

ABN **[inset details]**

Address 10-14 Eastern Beach Road, Geelong

Bank Account Details **[insert details]**

Supplier's Representative Name **[Personal Information]** Director of Sales & Marketing

Supplier's Representative Email

[Personal Information] @novotelgeelong.com.au

Hotel: **Novotel Geelong**

Number of Rooms: 10 x Standard Twin Room with Balcony – 2 x single beds; 67 x Standard King Room with Balcony – 1 x King bed (the King beds can be split into 2 single beds if required); 2 x Accessible Twin Room – 2 x single beds; 3 x Accessible Queen Room – 1 x Queen bed; 5 x Superior King Room with Balcony – this room has a King size bed with pull-out sofa bed; 9 x Superior Queen Room with Bay View – 1 x King bed; 4 x Superior King Room with Bay View – this room has a King size bed with pull-out sofa bed

(100 Rooms)

Commencement Date: 28 March 2020

Completion Date: 28 April 2020 (31 nights in total)

Option Period(s): Two (2) terms of one (1) calendar month each, at the Department's absolute discretion (**Option Periods**)

Fees: A flat rate of \$150 (GST inclusive) per Room per night (**Daily Rate**) being a total of \$465,000 (GST inclusive) (**Total Fees**) for the initial period from the Commencement Date to the Completion Date.

Executed as an agreement

Executed by an authorised signatory for and on behalf of the State of Victoria

.....
Signature of authorised representative

.....

Name and title of authorised representative

Date:.....

Executed by a duly authorised representative for and on behalf of *[insert name of Supplier]*

.....

Signature of authorised representative

In the presence of

.....

Name and title of authorised representative

.....

...

Signature of witness

By signing this Agreement, the signatory warrants that the signatory is duly authorised to sign this Agreement for and on behalf of

[insert name of Supplier]

.....

Name of witness

Date:.....

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From: Unni Menon (DEDJTR)
Sent: Sat, 28 Mar 2020 09:22:23 +1100
To: Personal Information (DEDJTR)
Subject: FW: Authorisation for Simon for booking hotels
Attachments: Schedule to the Agreement for the provision of accomodation.docx, Accomodation Terms and Conditions.pdf
Importance: High

Privilege

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Department of Jobs, Precincts and Regions

AGREEMENT FOR THE PROVISION OF ACCOMMODATION

Department: The State of Victoria (**State**) acting through its Department of Jobs, Precincts and Regions (**Department**)

Supplier: Name *[insert legal name for hotel]* (**Supplier**)
 ABN *[insert details]*
 Address *[insert details]*
 Bank Account Details *[insert details]*
 Supplier's Representative Name *[insert details]*
 Supplier's Representative Email *[insert details]*

Hotel: *[insert common usage name for hotel]*

Number of Rooms: *[insert number of rooms and type of room being booked under this Agreement, including how many can accompany each type room]* (**Rooms**)

Commencement Date: *[insert date from which the booking will start]*

Completion Date: *[insert date that the booking will end]* ([x] nights in total)

Option Period(s): Two (2) terms of one (1) calendar month each, at the Department's absolute discretion (**Option Periods**)

Fees: A flat rate of \$[x] (GST inclusive) per Room per night (**Daily Rate**) being a total of \$[x] (GST inclusive) (**Total Fees**) for the initial period from the Commencement Date to the Completion Date.

Executed as an agreement

Executed by an authorised signatory for and on behalf of the State of Victoria

.....
 Signature of authorised representative

.....
 Name and title of authorised representative

Date:.....

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Executed by a duly authorised representative for and on behalf of *[insert name of Supplier]*

.....
Signature of authorised representative

In the presence of

.....
Name and title of authorised representative

.....
...

Signature of witness

By signing this Agreement, the signatory warrants that the signatory is duly authorised to sign this Agreement for and on behalf of

.....
Name of witness

[insert name of Supplier]

Date:.....

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Terms and Conditions

1. Term

- 1.1 This Agreement is made between the Department and the Supplier and begins on the Commencement Date and continues until the later of:
- the Completion Date; or
 - the date by which the Supplier satisfactorily completes all its obligations under this Agreement,
- unless extended in accordance with clause 1.2 or terminated earlier in accordance with its terms (**Term**).
- 1.2 The Department may elect, by notice in writing to the Supplier to extend the Term of this Agreement for one or more further periods as specified in the Option Periods.
- 1.3 Any such further term or terms will be on the same terms and conditions as this Agreement (excluding, in respect of the final further period, this clause 1.3).

2. Supplier's Obligations

2.1 The Supplier must:

- ensure the Rooms are available for the exclusive use of the Department and/or the Department's nominee/s (**Department's Nominee**) for the duration of the Term (**Booking Period**);
- not permit or allow any other bookings to be made in respect of, or permit any person other than the Department's Nominee, to stay in the Rooms during the Booking Period;
- provide the Rooms in accordance with the terms of this Agreement and any reasonable directions given by the Department from time to time;
- ensure that each Room is thoroughly cleaned and disinfected at a minimum:
 - prior to the commencement of each Department's Nominee's stay; and
 - as soon as practicable following the conclusion of each Department Nominee's stay,to a standard consistent with the most recent recommended public health standards in respect of COVID-19;
- provide cleaning products for each Room, on request, so that the Department's Nominee is able to clean the Room themselves during their occupation of the Room;
- provide the Rooms and all ancillary services associated with someone occupying a Room, including but not limited to cleaning services (**Services**), in a timely and efficient manner exercising due care, skill and judgement and at all times act in accordance with the highest professional principles and the standards of a competent professional provider of services similar to the Services being provided under this Agreement;
- and will be responsible for, ensuring that before its officers, employees, agents, contractors and sub-contractors perform the Services they receive:

- (i) adequate training in security, workplace health and safety, customer service and risk management; and
 - (ii) are provided with personal protective equipment in accordance with the relevant public health standards, including but not limited to in relation to COVID-19;
- (h) use appropriately skilled and qualified personnel to provide the Services;
- (i) cooperate with and regular liaise with the Department including but not limited to:
- (i) immediately notifying the Department of any issues in relation to the provision of the Rooms and/or Services, including but not limited to anything which may create a risk that the accommodation service will cease to be provided such as staff unavailability, financial distress, or known exposure or infection of COVID-19; and
 - (ii) providing reports to the Department as and when requested;
- (j) have a business continuity plan that includes:
- (i) contingency arrangements should any staff, agent, contractor, or sub-contractor become unavailable during the Booking Period; and
 - (ii) consideration of occupational and safety for staff, agents, contractors and sub-contractors if there is exposure or infection of COVID-19.
- (k) on and from the Commencement Date and for 7 years after the end of this Agreement have appropriate insurance coverage for its operation and business risks with an insurer approved under the *Insurance Act 1973* (Cth) and must provide proof of this insurance coverage upon request by the Department;
- (l) ensure that during the Booking Period the Rooms are clear of all items in the mini bar and other luxury items such as robes and slippers;
- (m) ensure that drinking water, wifi and other in room entertainment is available in the Rooms for use at no additional cost to the Department or the Department's Nominee; and
- (n) provide three reasonable meals a day to each of the Department's Nominees. The preparation and service of food must be done in accordance with recommended health standards including in relation to COVID-19;
- (o) permit any security staff arranged for by the Department to be present at the Supplier's premises as is required to ensure the Department's Nominee remains in isolation. For the avoidance of doubt the cost of the Department's security will be borne by the Department;
- (p) make arrangements directly with the Department's Nominee in respect of any additional services such as laundry services, car parking and in-room telephone calls and the Supplier agrees that the Department is not responsible for and will not be charged for any fees or costs associated with these additional services.

3. Payment of Fees

- 3.1 In consideration of the performance by the Supplier of its obligations arising under this Agreement, and upon submission of a valid tax invoice, the Department will pay

monthly in advance an amount equal to the Daily Rate times the number of days in the following calendar month.

4. Confidentiality

4.1 The Supplier must not disclose or permit the disclosure of any of the Department's Confidential Information without written permission from the Department, except:

- (a) to the Department;
- (b) where required under this Agreement including to the Supplier's legal and financial advisers on a confidential basis;
- (c) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
- (d) where the disclosure is required by Law.

4.2 For the purpose of clause 4.1, Confidential Information means details of the terms and conditions contained in this Agreement and all other confidential or commercially sensitive information provided by the Department to the Supplier in the context of this Agreement.

5. Negation of Employment

5.1 The Supplier is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Supplier as an agent or employee of the Department, and the Supplier will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.

5.2 The Supplier is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Supplier.

6. Damage to Rooms

6.1 The Department will be responsible for any damage done to the Rooms and/or the property of the Supplier during the Booking Period which is a direct result of the actions of the Department or the Department's Nominee, except to the extent that such damage is a result of normal wear and tear.

7. Indemnity and Release

7.1 The Supplier releases and indemnifies, and will at all times keep the Department and each of its officers, employees, agents, contractors and sub-contractors indemnified, against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Department arising out of, or in any way connected with:

- (a) personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19);
- (b) any threatening behaviour from the Department's Nominee;
- (c) property damage; or
- (d) third party claims (including but not limited to in relation to exposure to or infection from COVID-19);

caused, contributed to or brought about by an act or omission of the Supplier or any of its officers, employees, agents, contractors and sub-contractors, including without limitation:

- (a) wilful misconduct;
- (b) a negligent or unlawful act or omission;
- (c) fraud;
- (d) a breach of physical security;
- (e) a breach of this Agreement; or
- (f) a breach of an obligation of confidence or privacy (whether arising under this Agreement or otherwise).

7.2 The Supplier's liability to indemnify the Department under clause 7.1 is reduced to the extent that any unlawful or negligent act or omission of the Department or its officers, employees, agents, contractors and sub-contractors contributed to the liability, loss, damage, cost or expense.

8. Privacy

8.1 The Supplier acknowledges and agrees that it will be bound by the Information Privacy Principles, Health Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Privacy and Data Protection Act 2014 (Vic)* (together the **Privacy Obligations**) with respect to any act done or practice engaged in by the Supplier for the purposes of this Agreement in the same way and to the same extent as the Department would have been bound by the Privacy Obligations in respect of that act or practice had it been directly done or engaged in by the Department.

8.2 For the purpose of clause 8.1,

- (a) **Health Privacy Principles** means the principles so identified and set out in the *Health Records Act 2001 (Vic)*; and
- (b) **Information Privacy Principles** means the principles so identified and set out in the *Privacy and Data Protection Act 2014 (Vic)*.

9. Termination for convenience

9.1 The Department may at any time, upon giving fourteen (14) days' notice in writing to the Supplier, terminate the Agreement or reduce the number of Rooms being provided under this Agreement.

9.2 If the Department has served a notice under clause 9.1, the Department will only be liable to pay the Supplier for:

- (a) where a notice of termination has been given, the Rooms up to the date of termination; and
- (b) where a notice to reduce the number of Rooms has been provided, the Fees on the original amount of Rooms up to the effective date of the notice and after the effective date of the notice, the Fees based on the reduced amount of Rooms as notified in the notice,

provided always that the Supplier will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement or reduction in scope,

including for loss of prospective profits or income foregone whether with respect to the Rooms and/or Services under this Agreement or otherwise.

- 9.3 If the Department has served a notice pursuant to clause 9.1, the Supplier must, on demand by the Department, repay to the Department such monies advanced or paid to the Supplier in respect of which at the date of such notice, the Supplier has not yet provided the Rooms and/or performed the Services.

10. Termination for breach

- 10.1 The Department may terminate with immediate effect by giving notice in writing to the Supplier, if the Supplier:

- (a) fails to provide any of the Rooms and/or Services in accordance with this Agreement;
- (b) breaches any provision of the Agreement; or
- (c) or any of its employees, contractors, subcontractors, agents and other third parties who are engaged by the Supplier commits fraud, dishonesty, or any other serious misconduct,

upon which such termination the Department will pay the Supplier for the Rooms provided in accordance with this Agreement up to the date of the termination and the Department has no other liability to the Supplier in relation to that termination.

11. Subcontractors

- 11.1 The Supplier must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.

- 11.2 If the Department has given written approval and the Supplier subcontracts the performance of any part of the Services, the Supplier remains fully responsible for:

- (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Supplier; and
- (b) carrying out the Services and complying with all obligations under this Agreement.

12. General

- 12.1 **(Governing Law & Jurisdiction)** This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.

- 12.2 **(Survival)** Each of clauses 4, 7 and 8 survive the termination or expiry of this Agreement.

- 12.3 **(Counterparts)** This Agreement may be executed in one or more counterparts, each of which, once executed, will be deemed to be an original and together will constitute one and the same instrument.

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From: [Personal Information] (DEDJTR)
Sent: Sat, 28 Mar 2020 17:11:12 +1100
To: [Personal Information] (DEDJTR); [Personal Information] (DEDJTR); Donna Findlay (DEDJTR); [Personal Information] (DEDJTR); Unni Menon (DEDJTR); Sacha Fenton (DEDJTR); [Personal Information] (DEDJTR)
Subject: FW: Status of process

Guys,

If Hotels are asking about arrangements (noting that some hotels may use their own security) for getting people into the hotel, the below is OK-ed by Cam Nolan to be shared.

- Once a Skybus arrives at a hotel, nobody will get off until the VicPol rep goes to receive them and escort them to check-in at the hotel.
- **Once checked-in, DJPR-contracted security will escort guests to their rooms.**
- DJPR-contracted security will be on-site 24-7 in the hotels to ensure the guests' safety and compliance with the Chief Health Officer's directions. Each security team will have a manager who will coordinate directly with authorised officers from DHHS and VicPol. The security team will not physically engage with guests unless immediate safety is at risk; they will escalate to authorised officers (VicPol).
- **Note: hotels are expected to maintain their usual security teams and logistics. The DJPR-contracted security will only be there to support authorised officers to enforce the Chief Health Officers directions.**

[Personal Information]

Office of the Secretary

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information]

djpr.vic.gov.au



[LinkedIn](#) | [YouTube](#) | [Twitter](#)

From: Cameron Nolan (DEDJTR) [Personal Information]
Sent: Saturday, 28 March 2020 4:54 PM
To: [Personal Information] (DEDJTR); [Personal Information] @ecodev.vic.gov.au; [Personal Information] (DEDJTR); [Personal Information] @ecodev.vic.gov.au; [Personal Information] (DEDJTR); [Personal Information] @ecodev.vic.gov.au
Subject: RE: Status of process

Adding to [Personal Information]'s list:

- The AFP will escort the passengers on buses (either two AFP officers on the bus, or a front and rear escort).
- AFP will hand over to VicPol as passengers disembark the bus and enter the hotel. Once a Skybus arrives at a hotel, nobody will get off until the VicPol rep goes to receive them and escort them to check-in at the hotel.
- Once checked-in, DJPR-contracted security will escort guests to their rooms.
- DJPR-contracted security will be on-site 24-7 in the hotels to ensure the guests' safety and compliance with the Chief Health Officer's directions. Each security team will have a manager who will coordinate directly with authorised officers from DHHS and VicPol. The security team will not physically engage with guests unless immediate safety is at risk; they will escalate to authorised officers (VicPol).
- Note: hotels are expected to maintain their usual security teams and logistics. The DJPR-contracted security will only be there to support authorised officers to enforce the Chief Health Officer's directions.

Cam Nolan

Executive Director | Priority Projects Unit
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition St, Melbourne VIC 3000

Personal Information

From: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 4:46 PM
To: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>; Cameron Nolan (DEDJTR) <Personal Information@ecodev.vic.gov.au>

Subject: RE: Status of process

I have no coverage over security. [@CameronNolan \(DEDJTR\)?](#)

Personal Information

Principal Policy Adviser | Priority Projects Unit | Office of the Secretary
Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition Street, Melbourne, Victoria 3000

Personal Information

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We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

From: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 4:28 PM
To: Personal Information (DEDJTR) <Personal Information@ecodev.vic.gov.au>

Cc: [Personal Information] (DEDJTR) [Personal Information] <[\[Personal Information\]@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>

Subject: RE: Status of process

Hi [Personal Information] at this stage, this is what I know of the process so far:

- The AFP will escort the passengers on buses, and VicPol will wait at the hotel to receive them. Once a Skybus arrives at a hotel, nobody will get off until the VicPol rep goes to receive them.
- AFP will then handover to VicPol, who escorts into hotel for check-in.
- [Personal Information] do you know what the ongoing security arrangements will be for hotels? Do we need to wait for the dry run to finish before we can let hotels know process for sure?

[Personal Information]


Senior Policy Adviser | Priority Projects Unit | Office of the Secretary

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition Street, Melbourne, Victoria 3000

[Personal Information]

See how the work we do is making a difference: [The Victorian Connection](#).

 We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

From: [Personal Information] (DEDJTR) [Personal Information] <[\[Personal Information\]@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>

Sent: Saturday, 28 March 2020 4:21 PM

To: [Personal Information] (DEDJTR) [Personal Information] <[\[Personal Information\]@ecodev.vic.gov.au](mailto:[Personal Information]@ecodev.vic.gov.au)>

Subject: Status of process

Hey [Personal Information]

Can you confirm if we have a solid outline of process to convey to hotels yet? They are eager to know the details of who is doing what (particularly re transport and check and involvement of security/AFP/vicpo).

Thanks

[Personal Information]

Office of the Secretary

Department of Jobs, Precincts and Regions

Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information]

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From: [Personal Information]
Sent: Sat, 28 Mar 2020 21:26:45 +1100
To: Donna Findlay (DEDJTR)
Cc: [Personal Information]@djpr.vic.gov.au; [Personal Information] (DEDJTR)
Subject: RE: follow up

Yep still working – [Personal Information]

[Personal Information]

*Vice President Operations, VIC, TAS, SA, WA
 Vice President Integration - Pacific*

[Personal Information]

www.accor.com

From: Donna Findlay (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 9:26 PM
To: [Personal Information]@accor.com>
Cc: [Personal Information]@djpr.vic.gov.au; [Personal Information] DEDJTR [Personal Information]@ecodev.vic.gov.au>
Subject: Re: follow up

Hi [Personal Information]

I have answers these questions. But I'll need to call you soon. What is the best mobile number and can I call you late?

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From: [Personal Information]@accor.com>
Sent: Saturday, March 28, 2020 9:01:41 PM
To: Donna Findlay (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Cc: [Personal Information]@djpr.vic.gov.au> [Personal Information] (DEDJTR)
 [Personal Information]@ecodev.vic.gov.au>
Subject: follow up

Hi Donna

Thanks for your call earlier today. Accor Hotels has been very active in support of our community for the last 10 weeks of this crisis. As the largest accommodation provider in Victoria (and Australia) we have had a lot of experience already in managing all manner of issues relating to COVID-19 and have well established protocols. We also have had very close experience in our Sydney operations this week in taking large scale, full hotel isolation business and understand the key issues for guests and staff in managing this.

We are able to offer your department, and the Government, insight and help in this planning if this is of assistance to you.

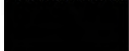
To help us with the four hotels that have been contracted today and for arrivals tomorrow we would like to understand the following to make sure we are working closely with you for successful management of these arrivals:

1. **How will the arrival process be managed?** (including timing, manifest sending, check in process on transport to prevent grouping in the lobby)
2. **How will the Department communicate to guests on arrival so guests understand what has been arranged for them?** (this is important so guests know what arrangements have been made and have clear understanding how things will work for the next 14 days. In recent examples in other states this detail was not planned and caused downstream issues)
3. **How will the Department communicate to guests during their stay?** (what level of departmental communication will be provided to guests and how are guests managed to check for symptoms and general care, knowing these people are anxious and annoyed with experience we know that this will be important to them)
4. **How will the Department manage any guests presenting with symptoms?**
5. **Can you provide a medical briefing by health expert to hotel staff involved in this business to help them understand their risk?** (employees of the hotel are anxious as are families of these workers. Having a departmental health expert provide a briefing is important and allows them to ask questions and we have seen this to good success in our QLD hotels)
6. **How will the Department manage security and enforcement?** (in other states we have police or other similar enforcement personnel in each hotel managing compliance. What is planned for VIC hotels? to date we have had many self-isolation guests breach their obligations)

We also note that hotels are not familiar with the Health Records Act. It may be helpful to have some key points that the Department wanted to highlight provided to hotels to assist us in maintaining compliance as required. As hotels will not be taking any record of health information of guests we would presume that this will not be of major issue but your guidance in this area could be beneficial to hotels.

As discussed Accor is available to you to assist in managing this unprecedented situation in a way that meets the needs of the Department and also shows care, safety and support for guests and hotel staff. Please call me directly at any stage.

Personal Information



Personal Information

Vice President Integration – Pacific
Vice President Operations – Victoria, South Australia,
Tasmania, Western Australia

Personal Information

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 FAIRMONT \ THE HOUSE OF ORIGINALS \ NINZO
 ONEFINES \ GALLERY \ JIC \ ART SERIES \ MONDRIAN
 FULLMARE \ RESANA \ 25HOURS \ HYDE \ WOVENPICK
 GRAND MANOR \ THE SEBEL \ MANTRA \ NOVOTEL \ MERCURE
 ADAC \ TRIBE \ BREAKFREE \ IBIS \ IBIS STYLES
 HOTELPI

Accor acknowledges the Traditional Custodians of the lands on which we work and live. We pay our respects to Elders both past, present and future; and extend that respect to all Aboriginal and Torres Strait Islander peoples

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From: Donna Findlay (DEDJTR)
Sent: Sat, 28 Mar 2020 16:12:51 +1100
To: Katrina Currie (DEDJTR);Cameron Nolan (DEDJTR);Unni Menon (DEDJTR)
Cc: David Clements (DEDJTR);Alex Kamenev (DEDJTR)
Subject: RE: Wilson Security

Noted. The plan is to keep people close to the CBD in case they require testing.

From: Katrina Currie (DEDJTR) Personal Information @ecodev.vic.gov.au>
Sent: Saturday, 28 March 2020 3:16 PM
To: Cameron Nolan (DEDJTR) Personal Information @ecodev.vic.gov.au>; Donna Findlay (DEDJTR) Personal Information @ecodev.vic.gov.au>; Unni Menon (DEDJTR) Personal Information @ecodev.vic.gov.au>
Cc: David Clements (DEDJTR) Personal Information @ecodev.vic.gov.au> Personal Information (DEDJTR) Personal Information @ecodev.vic.gov.au>
Subject: Wilson Security

Hi Cam, et al

Wilson Security are coming back to me with an estimate of their capacity however they have already indicated they would struggle to do the regional towns.

This means we need to source providers in those areas or risk bussing in security who....then have to be put up in hotels. I will ask my team to start looking at the options for security in the regional locations.

Kind regards

Katrina

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

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jobs.vic.gov.au



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From: Katrina Currie (DEDJTR)
Sent: Sun, 29 Mar 2020 23:43:24 +1100
To: Jamie Adams
Cc: Cameron Nolan (DEDJTR);David Clements (DEDJTR)
Subject: RE: Hotels Work - Notes from our discussion

Hi Jamie

Thanks for your notes of our earlier conversation. I note that your average pricing is likely to be \$51 per hour per worker covering all shifts over a 24 hour period. I assume this average rate is inclusive of weekend/public holidays as well as overnight rates. Are there any other management or overhead costs proposed for this engagement or is the \$51 per hour inclusive of this?

Please note that I will also require your written assurance that staff will be paid in accordance with relevant award conditions including any shift or other allowances. Please advise also whether the staff are employed as ongoing permanent, part-time or full-time or casual staff (or a mix).

I note your earlier advice that PPE may be an issue. Can you please provide advice in writing of the numbers of daily gloves/masks required once we confirm numbers for each site.

In all likelihood we will make other arrangements for the delivery of food to guest rooms but we will have to advise once we have details of the sites.

We are keen to ensure this initiative supports Victorians who may otherwise have been displaced from their jobs. I will come back to you with further advice on information we will be seeking about the staff you have engaged for this project and their circumstances prior to this engagement.

The quote is required now to ensure we can prepare a contract and raise a purchase order. Your early advice would be welcome.

I will touch base tomorrow to let you know how things are progressing.

Kind regards

Katrina

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

T: Personal Information

Personal Information @ecodev.vic.gov.au

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From: Jamie Adams Personal Information @msssecurity.com.au>
Sent: Sunday, 29 March 2020 3:46 PM
To: Katrina Currie (DEDJTR) <Personal Information @ecodev.vic.gov.au>
Subject: RE: Hotels Work - Notes from our discussion

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

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[@msssecurity.com.au](mailto:jamie.adams@msssecurity.com.au)

www.msssecurity.com.au



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From: Jamie Adams
Sent: Sunday, 29 March 2020 3:43 PM
To: Personal Information @ecodev.vic.gov.au
Subject: Hotels Work - Notes from our discussion

MSS one of 3 companies at this stage, maybe more

1 site at Crown – Metropol, Promenade, Crown Towers – all done and assigned to other companies

2 other sites following Monday and Tuesday's confirmations re flights incoming

Have to be available Monday or Tuesday to do a Risk Assessment

Walk Through of site to be conducted to assess Access and Exit points and site specific instructions will be provide for each

All about Verbal De-escalation of people want to abscond. Vic Pol will have a presence at each site (likely)

Sufficient staff to cover all critical areas – Reception to deal with family members to drop stuff off etc. – arranging escorts for smokers

Each site will be different

Crown has security delivering foodstuffs and collecting rubbish

PPE required – Masks, gloves, Hand Sanitiser

People are being spaced in – bus by bus

We will get a heads up from DHHS rep on site

Anyone with health concerns will be re-directed away from hotels and won get on buses, only people without symptoms

Sorted into particular hotels – soft handover – AFP will handover to Vic Pol person on bus who will take over – DJPR person on site

Any issues with people absconding or getting aggressive – Vic Pol – health DHHS – DJPR for any personnel issues (I don't like my lunch stuff)

We will get FAQ's

Main requirements will be meal deliveries and rubbish collection, could be staff on each floor etc. May be asked to escort to recreation areas or smoking issues

Evac protocols need to be established

All staff need to do the COVID-19 on-line training – link as follows: <https://covid-19training.gov.au/index.html> can be replaced by our information

Issues with enrolment due to volume

Meals will be labelled for rooms and produced largely on site. Guards will need to deliver appropriately.

DHHS, Medical, VicPol and DJPR

Need to be signing confidentiality agreements – no special format.

Likely stand up sites are Mercure Welcome in Melbourne, 4 Points by Sheraton, maybe Novotel Melbourne on Collins, Novotel Geelong, Travelodge Hotel in Docklands

Cameron Nolan will be key contact

Data to be provided on jobs saved as a result of this potential additional work

Food will not be provided for security personnel by department – can leave site to source food.
Storage on site is likely to be available but to be confirmed as part of site visits.

If there is anything I have missed let me know. As an indication I expect the hourly cost for 1 officer x 24 hours per day x 7 days per week will be \$51.00 per hour ex GST, but can confirm once we have a clearer indication of numbers etc.

Jamie Adams

General Manager Victoria & Tasmania

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Department of Jobs, Precincts and Regions
Agreement for Professional Services (Terms and Conditions)

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PARTS OF THIS AGREEMENT

This Agreement is made up of the following parts:

- Terms and Conditions
- Schedule 1- Agreement Details
- Schedule 2- Services
- Schedule 3- Payment Terms
- Annexure A- Services Brief

PARTIES

This Agreement is made between and binds the following parties:

The Crown in right of the State of Victoria (**State**) as represented by its Department of Jobs, Precincts and Regions (**Department**).

AND

The service provider as described in Schedule 1 (Agreement Details) to this Agreement (**Service Provider**).

BACKGROUND

- A. The Service Provider, at the request of the Department, has agreed to provide the Services to the Department.
- B. The Department has agreed to engage the Service Provider to provide the Services subject to the terms of this Agreement.
- C. This Agreement is legally binding upon the Service Provider and the Department.

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Agreement means this agreement and include the schedules and any annexures to it or documents incorporated by reference;

Code of Practice means a code of practice as defined in, and approved under, the Privacy and Data Protection Act 2014 (Vic);

Commencement Date means the date, if any, set out in Schedule 1 (Agreement Details);

Completion Date means the date set out in Schedule 1 (Agreement Details) as may be extended by the Department under clause 3;

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of

the Service Provider in the course of providing the Services but does not include the Service Provider's internal working documents;

Contract Publishing System means the system of the Victorian Government for publication of details of contracts entered into by Victorian Government departments, bodies and agencies, including any replacement or amended system;

Data means all data, information, text, drawings, statistics, analysis, datasets or databases and other materials embodied in any form which is:

- (a) supplied by or on behalf of the Department in connection with this Agreement (**Input Data**); or
- (b) generated, placed, stored, processed, retrieved, printed, accessed or produced utilising the Input Data, the Services, or the deliverables;

Department's Representative means the person set out in Schedule 1 (Agreement Details) or the person from time to time acting in his or her position or nominee in his or her absence as the representative of the Department for the purposes of this Agreement;

Fees means the moneys to be paid to the Service Provider in consideration for performance of the Services as designated in Schedule 3 (Payment Terms);

GST means any tax imposed under the GST Law and includes GST within the meaning of the *GST Act*;

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended;

GST Law means the GST Law as defined in the *GST Act* and includes any Act of the Parliament of Australia that imposes or deals with GST;

Health Privacy Principles means the principles so identified and set out in the *Health Records Act 2001* (Vic);

IBAC means the commission established under the *Independent Broad-based Anti-corruption Commission Act 2011* (Vic) and includes any other organisation that may, from time to time, perform the functions of the commission;

Information Privacy Principles means the principles so identified and set out in the *Privacy and Data Protection Act 2014* (Vic);

Intellectual Property Rights includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

Laws means:

- (a) the law in force in the State and the Commonwealth of Australia, including common law, legislation and subordinate legislation; and
- (b) ordinances, regulations and by-laws of relevant government, semi-government or local authorities;

Personnel of a party includes the officers, employees, agents, contractors and sub-contractors of that party;

Protective Data Security Standard means any standard issued under Part 4 of the Privacy and Data Protection Act 2014 (Vic);

Pre-Existing Intellectual Property means any and all Intellectual Property Rights in any works, items or systems which are the property of the Service Provider and which existed in substantially the same form and with substantially the same contents prior to the commencement of the provision of the Services;

Report means a report detailing any information reasonably required by the Department including but not limited to the number of Service Provider Personnel, at each level of seniority, engaged at each Site and the number of hours of deployment for each Personnel, in the form set out in Schedule 2 to this Agreement, or as otherwise directed by the Department;

Required Insurances means each of the insurances, if any, described in Schedule 1 (Agreement Details);

Scope means the number of Service Provider Personnel at each level of seniority that will deliver the Services at each Site. The Service Provider will provide the proposed Scope to the Department, in the form set out in Schedule 2 (or as otherwise directed by the Department), for the Department's approval;

Site means a location where the Services will be performed, as notified by the Department;

Report means a report detailing any information reasonably required by the Department including but not limited to the number of Service Provider Personnel at each level of seniority, engaged at each Site and the number of hours of deployment for each Personnel, in the form set out in Schedule 2 to this Agreement, or as otherwise directed by the Department;

Services means the services described in Schedule 2 (Services);

Service Provider's Representative means the person set out in Schedule 1 (Agreement Details) as the representative of the Service Provider for the purposes of this Agreement;

Supplier Code of Conduct means the Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time);

Tax Invoice has the same meaning as in the *GST Act*;

Term means period from the Commencement Date until the Completion Date as may be extended by the Department under clause 3;

Victorian Public Entity means:

- (a) a public sector body as defined in section 4 of the *Public Administration Act 2004* (Vic);
- (b) a statutory corporation, a State owned company, a State body or a State business corporation as those terms are defined in the *State Owned Enterprises Act 1992* (Vic);
- (c) a "Council" as defined in the *Local Government Act 1989* (Vic); or
- (d) an entity which receives the majority of its funding from any of the entities listed in paragraphs (a) to (c) or any entity under the control of any of the entities listed in paragraphs (a) to (c); and

VPSC Code of Conduct means the Code of Conduct for Victorian Public Sector Employees 2015, unless the Services are services of a kind usually provided by directors of Victorian Public Entities, in which case it means the Code of Conduct for Directors of Victorian Public Entities 2016 (each as issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) and as amended or replaced from time to time.)

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) words denoting the singular include the plural and vice versa;
- (b) words denoting one gender (including neutral pronouns) include the others;
- (c) "dollars" or "\$" is a reference to the lawful currency of Australia;
- (d) the words "include", "includes" or "including" are to be read as if followed by the words "without limitation";
- (e) words denoting persons include a partnership and a body whether corporate or otherwise;
- (f) references to a recital, clause, schedule or annexure is a reference to a recital, clause, schedule or annexure to this Agreement;
- (g) a cross-reference to a clause number is a reference to all its sub-clauses;
- (h) the annexures and schedules to this Agreement and any documents included by reference in this Agreement must be incorporated into and be read and construed as part of this Agreement;
- (i) if a word is defined, other parts of speech and grammatical forms have corresponding meanings;
- (j) "document" has the same meaning as given in the *Evidence Act 1958* (Vic) as amended from time to time;
- (k) references to a party to this Agreement includes the executors, administrators, successors and permitted assigns of that party;
- (l) if a party to this Agreement consists of more than one person those persons must be jointly and severally bound under this Agreement;
- (m) any remedy, power or entitlement given to the Department in any clause of this Agreement is in addition to any remedy, power or entitlement which the Department may have under any other clause or clauses of this Agreement or under any Law;
- (n) clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (o) in the interpretation of these terms, no rule of construction will apply to a clause to the disadvantage a party because that party put forward the clause or any part of that clause or would otherwise benefit from it; and
- (p) any ambiguity or inconsistency in the documents comprising this Agreement must be referred to the Department's Representative who will determine the interpretation that prevails.

1.3 Precedence of documents

To the extent of any inconsistency, the documents comprising this Agreement must be read in the following order of precedence:

- (a) these terms and conditions;
- (b) Schedule 1 (Agreement Details);
- (c) Schedule 2 (Services);
- (d) Schedule 3 (Payment Terms);
- (e) Annexure A (Services Brief); and
- (f) the remaining Schedules and Annexures to this Agreement.

2. SERVICES

2.1 The Service Provider must provide the Services to the Department on a non-exclusive basis, in accordance with the terms of this Agreement and any reasonable directions given by the Department from time to time.

2.2 In performing its obligations under this Agreement, the Service Provider must:

- (a) provide the Services in a timely and efficient manner exercising due care, skill and judgement and at all times act in accordance with professional principles and the standards of a competent professional provider of services similar to the Services;
- (b) promptly notify the Department as soon as it becomes aware of any delay or possible delay in providing the Services in accordance with this Agreement;
- (c) ensure that the Services are adequate and suitable for the purposes for which they are required; and
- (d) use appropriately skilled and qualified Personnel to provide the Services.

3. TERM

3.1 Subject to the provisions of this Agreement the Service Provider must:

- (a) commence the Services by the Commencement Date and complete the Services by the Completion Date; and
- (b) submit all reports and complete the particular tasks which constitute part of the Services on or before any dates specified in this Agreement for submission of reports or completion of tasks.

3.2 The Department may, in its absolute discretion, extend the dates for the submission of reports or the completion of tasks.

3.3 The Department may in its absolute discretion, by notice in writing to the Service Provider, extend the Completion Date.

3.4 Unless otherwise agreed in writing by the Department, an extension to the dates for submission of reports or the completion of tasks, or the Completion Date under this clause 3 will not entitle the Service Provider to claim an

adjustment to the Fees or relieve the Service Provider of its obligations under this Agreement.

4. Scope and approval of Services

- 4.1 Prior to the Service Provider delivering the Services at any particular Site, the Department must approve in writing the Scope of Services for that Site.
- 4.2 The Department may at any time increase or decrease the Scope of the Services at its absolute discretion and any changes in Scope proposed by the Service Provider must be preapproved by the Department in writing.
- 4.3 The Department will only pay for Services (including the Service Provider Personnel) that it has approved in accordance with clauses 4.1 and 4.2.
- 4.4 The Service Provider must provide a Report to the Department in relation to the Services provided at each Site whenever there is a change in Scope and as and when requested by the Department.

5. PAYMENT

- 5.1 In consideration of the performance by the Service Provider of its obligations arising under this Agreement, and subject to:

- (a) the Department being satisfied with the manner in which the Services are being provided; and
- (b) the Services having been approved by the Department in accordance with clause 4;

the Department will pay the Fees to the Service Provider for the Services in accordance with the terms set out in Schedule 3 (Payment Terms).

- 5.2 Unless expressly provided otherwise in Schedule 3 (Payment Terms), the Fees are inclusive of GST (if any) and of all costs and expenses that may be incurred by the Service Provider, whether foreseen or unforeseen including insurance, duties, imposts and taxes.
- 5.3 Invoices must comply with the requirements of the GST Law (as a Tax Invoice) and must, unless inconsistent with the GST Law, specify:
- (a) the name of the Department's Representative and the Department's reference number;
 - (b) the Fees due to the Service Provider and the basis for their calculation;
 - (c) the amount of any GST paid or payable by the Service Provider with respect to the Fees;
 - (d) the date of delivery of the Services to which the invoice relates;
 - (e) a description (including quantity where relevant) of the Services delivered;
 - (f) if a discount is applicable, the discounted price; and
 - (g) the Service Provider's address for payment.

- 5.4 Payment of an invoice is not:
- (a) evidence or an admission that the Services have been provided in accordance with the Agreement;
 - (b) evidence of the value of the Services;
 - (c) an admission that the Services invoiced were satisfactorily performed or the expenses reimbursed properly incurred;
 - (d) an admission of liability; or
 - (e) acceptance or approval of the Service Provider's performance,
- but must be taken only as a payment on account.
- 5.5 The Department may set off against any sum owing to the Service Provider any amount owing by the Service Provider to the Department.
- 5.6 The Department will, on receipt of a written notice from the Service Provider, to be clearly headed "Fair Payments Policy – Penalty Interest Claim", pay simple interest on any Overdue Amount (for the period from the date of receipt of the notice until the date of payment) at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- 5.7 For the purposes of clauses 5.6 and 24.5, "Overdue Amount" means an amount (subject to clauses 5.5 and 5.8) that has been outstanding for more than thirty (30) days from the date of receipt by the Department of the Tax Invoice properly rendered by the Service Provider and:
- (a) that is due and owing under that invoice; and
 - (b) that is not disputed by the Department within thirty (30) days of the receipt of the invoice. A dispute of an invoice under this clause may relate to:
 - (i) the amount owing; or
 - (ii) the adequacy of the Services provided for which payment has been sought.
- 5.8 The Department will, from the date of resolution of any dispute for which payment has been delayed under clause 5.7(b), have a further thirty (30) days in which to pay the amount agreed or determined to be owing to the Service Provider, after which time, such amount will be deemed to be an "Overdue Amount for the purposes of clause 5.6 and the Service Provider may serve a notice to the Department in accordance with clause 5.6.
- 5.9 No interest will be payable under clause 5.6 unless the written notice is received by the Department within thirty (30) days from the expiration of the thirty (30) day period stated in clause 5.7.
- 5.10 The Service Provider's written notice under clause 5.6 must be addressed and delivered in accordance with the provisions of clause 28 of this Agreement to the Department's Representative.
- 5.11 Sub-clauses 5.6, 5.7, 5.8, 5.9 and 5.10, apply only if:

- (a) the Victorian Government Fair Payments Policy is applicable to this Agreement;
- (b) the Fees do not exceed \$3,000,000; and
- (c) the *Building and Construction Industry Security of Payment Act 2002* (Vic) is not applicable to this Agreement.

6. Equipment

6.1 The Service Provider must provide any and all equipment necessary for the performance and maintenance (where appropriate) of the Services and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19.

6.2 The Service Provider must ensure that:

- (a) such equipment is suitable for deployment in the delivery of the Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
- (b) it holds, at all times, all necessary licences, certifications, permits or other authorities to possess and use such equipment; and
- (c) all Service Provider Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that the Service Provider Personnel may use or operate such equipment lawfully.
- (d) the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health standards including but not limited to in relation to COVID-19) at all times while performing of the Services.

7. Service Provider Personnel training

7.1 The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Services, are likely to come into contact with people who have or may potentially have COVID-19.

7.2 The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Services they receive:

- (a) adequate training in security, workplace health and safety, customer service and risk management as applicable for the provision of security services and, including but not limited to, in relation to COVID-19;
- (b) meet all relevant safety induction requirements for the Sites; and
- (c) in addition to the above, have undertaken the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Department,

and the Service Provider must ensure that quality management systems, which at a minimum include consideration of the issues listed above, are maintained during the term of the Agreement.

7.3 Preferred Quality Systems Standards that should be taken into consideration under clause 7.2 are:

- (a) Quality Systems Standards AS/NZS ISO 9001:2008 (including AS/NZS ISO9001:2000);
- (b) Australian Standard, AS4421 – 2011 'Guards and Patrols';
- (c) Australian and New Zealand Standard, AS/NZS: 31000:2009 Risk Management; and
- (d) Australian Standard 4801:2001 Occupational Health and Safety Management.

8. Replacement of Service Provider Personnel

8.1 The Service Provider must remove any of its Personnel from the provision of Services at a given Site, or generally, if directed to do so in writing by the Department. The Department may make such direction if the relevant individual:

- (a) has been involved in any illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides the Services;
- (b) in the reasonable opinion of the Department:
 - a. is or has become incapable of efficiently performing his or her duties;
 - b. is not, or becomes a person who is not, suitable to be involved in the provision of the Services, either at the relevant Site or generally; or
 - c. is or becomes a person whom it would not be in the public interest for the Service Provider or the Department to engage or be associated with; or
 - d. has, or becomes likely to acquire, a criminal record.

8.2 Where the Department makes a direction for reasons specified in the above sub-clause, such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 8.3, the Service Provider must make such adjustments or amendments to its Personnel delivering the Services to reflect the Department's direction.

8.3 If an individual is the subject of a direction made by the Department under clause 8.1, the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Department's written consent to do so.

9. Business continuity plan

9.1 The Service Provider must have a business continuity plan in place that includes:

9.1.1 contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Services, including in accordance with clause 8; and

9.1.2 consideration of occupational health and safety for all Service Provider Personnel, or agents, contractors, or subcontractors of the Service Provider if there is exposure or infection of COVID-19.

10. Drug and alcohol testing

10.1 The Department may require that Service Provider Personnel agree to submit to drug and/or alcohol testing.

10.2 The Service Provider will ensure that all Service Provider Personnel have consented to such testing. To the extent that Service Provider Personnel have not consented to testing, the Service Provider must not allow those Service Provider Personnel to be involved in performing Services.

11. REPRESENTATIVES

11.1 The Department appoints the Department's Representative, as the person with whom the Service Provider or the Service Provider's Representative is to consult at all times and whose instructions, requests and decisions are, subject to clause 11.2, binding upon the State as to all matters pertaining to this Agreement.

11.2 The powers and functions of the Department under clauses 13.3, 14.3(b), 23.1, 24.2, 29.4, 29.5 and 29.6 must be carried out by the relevant Minister, the signatory to this Agreement for the Department or person acting in the equivalent position to the signatory or any person senior in line management.

11.3 The Service Provider appoints the Service Provider's Representative as the person with whom the Department or the Department's Representative is to consult at all times and whose decisions are binding upon the Service Provider as to all matters pertaining to this Agreement.

12. REVIEW AND CONSULTATION

12.1 The Service Provider must:

- (a) supply to the Department such documents and information with respect to the progress of the Services as it may from time to time require;
- (b) provide the Department such information reasonably required for supervising or reviewing the provision of the Services;
- (c) co-operate with the Department, its employees, subcontractors and agents in relation to the provision of the Services; and
- (d) co-operate with other persons authorised by the State to carry out work or assist in any way in connection with the Services.

12.2 Nothing in clause 12.1 limits the Service Provider's obligations under this Agreement.

13. PERSONAL SERVICES

13.1 If the Department and the Service Provider have agreed in writing (as set out in this Agreement or otherwise) that some or all of the Services are to be performed by a specified person or persons, then:

- (a) the Service Provider must ensure that the Services or that part of the Services is performed by the person or persons specified; and
- (b) the Service Provider may only remove or replace such persons with the consent of the Department which will not be unreasonably withheld.

13.2 The Department reserves the right to require the removal or replacement at any time on fourteen (14) days' notice without giving any reason, of any person working for or provided by the Service Provider who, in the reasonable opinion of the Department, does not perform in a satisfactory manner or is otherwise considered unacceptable. Such removal or replacement in accordance with this clause or any withholding of approval by the Department of the Service Provider's proposed replacement personnel must not limit the Service Provider's obligations under this Agreement.

13.3 If the Service Provider, pursuant to exercising its right under clause 13.1(b), is unable to provide replacement personnel reasonably acceptable to the Department within sufficient time to enable the Service Provider to complete the Services as provided for by this Agreement, then the Department may terminate the Agreement upon seven (7) days written notice whereupon clauses 24.3 and 24.4 will apply.

14. CONFLICT OF INTEREST

14.1 The Service Provider warrants that to the best of its knowledge and belief having made all diligent inquiries, no conflict of interest exists in relation to this Agreement or is likely to arise during the Term.

14.2 The Service Provider must promptly inform the Department of any matter connected with this Agreement that may give rise to an actual or potential conflict of interest at any time during the Term.

14.3 Should the Service Provider inform the Department of an actual or potential conflict of interest or the Department otherwise becomes aware of an actual or potential conflict of interest, the Department may:

- (a) by written notice to the Service Provider, seek the prompt removal of that conflict with the failure to do so constituting a breach of this Agreement; and/or
- (b) immediately terminate this Agreement by notice in writing, whereupon the provisions of clauses 24.3 and 24.4, will apply.

14.4 Information provided by the Service Provider under clause 14.2 will be treated as commercial-in-confidence by the Department.

15. CONFIDENTIALITY

- 15.1 The Service Provider must not communicate, publish or release or permit the communication, publication or release of any information, data or document acquired, collated or developed for or in connection with the Services except:
- (a) to the Department;
 - (b) for the purpose of or in connection with the performance of the Service Provider's obligations pursuant to the terms of this Agreement;
 - (c) to the Service Provider's lawyers or other professional advisers that are under a duty of confidentiality;
 - (d) where the information disclosed is already in the public domain other than due to a breach of this Agreement; or
 - (e) where the disclosure is required by Law.
- 15.2 The Service Provider must, if requested by the Department, procure from the persons employed or engaged by it to perform the Services a like undertaking of confidentiality to that contained in clause 15.1.
- 15.3 Where in the conduct of, or for the purposes of, the Services the Service Provider desires to engage the services of another party, not being an employee or agent of the Service Provider, and it is necessary for the purposes of that engagement to disclose information the subject of clause 15.1 to that other party, no such disclosure may be made unless:
- (a) that other party undertakes to the Department that it will maintain the confidentiality of the information in like terms to that required by clause 15.1; and
 - (b) the consent in writing of the Department is first obtained.
- 15.4 The Service Provider will be responsible for and must take all reasonable measures to ensure the security of the information referred to in clause 15.1 for so long as that information is or should properly be within its control, and in so doing must ensure that at all times it is protected from access, use or misuse, damage or destruction by any person not authorised by this Agreement to have access to that information.
- 15.5 On or before the expiry of the Term, the Service Provider if so directed by the Department must subject to clause 15.6:
- (a) deliver to the Department all information, documents and other material received from or through the Department;
 - (b) delete and render irrecoverable any form of electronic or other record and information or program and shred and dispose of all documents and materials whether original or copy that were created, collected or otherwise received in the course of this Agreement or pursuant to its terms and which contain:
 - (i) details relating to the formulation of government policy or otherwise in relation to the deliberative processes involved in the

functions of the Department or State Government agency or Minister;

- (ii) details regarding the personal affairs of any person;
- (iii) details regarding the commercial operations of the Department, State or other entity;
- (iv) information relating to litigation, a dispute or potential litigation or dispute;
- (v) information conveyed in confidence or which by its nature would reasonably be regarded as confidential; or
- (vi) any information that would be exempt from release (if in the possession of the Department) within the meaning of the *Freedom of Information Act 1982* (Vic).

15.6 The Service Provider may, for its own internal purposes, retain its internal working documents prepared in connection with the Services and a copy of the reports, advice and other deliverables provided to the Department in accordance with this Agreement, subject to maintaining the confidentiality obligations set out in this clause 15.

15.7 The Service Provider consents to the Department publishing or otherwise making available information in relation to the Service Provider (and the provision of Services):

15.7.1 as may be required to comply with the Contract Publishing System;

15.7.2 to other Victorian Public Entities or Ministers of the State regarding the use of the Services;

15.7.3 to any public sector agency (or the State, any other state or territory or the Commonwealth) for the purposes of benchmarking, provided that it will not identify the Service Provider;

15.7.4 to the office of the Auditor General appointed under section 94A of the *Constitution Act 1975* (Vic) or the ombudsman appointed under the *Ombudsman Act 1973* (Vic);

15.7.5 to comply with the Law, including the *Freedom of Information Act 1982* (Vic); or

15.7.6 to IBAC.

16. INTELLECTUAL PROPERTY AND MORAL RIGHTS

16.1 The Service Provider warrants to the Department that it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the provision of the Services. The Service Provider further warrants that it has the authority to sub-licence the Contract Intellectual Property, including any third party Intellectual Property Rights which may be used in connection with the provision of the Services.

16.2 Subject to clause 16.5, the ownership of any Contract Intellectual Property shall vest in the Service Provider upon the time of its creation. The Service

Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, publish, distribute and communicate any Contract Intellectual Property for any purpose of the State except commercial exploitation.

16.3 Subject to clause 16.4, the Service Provider hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide licence to use any Pre-Existing Intellectual Property to the extent that such Pre-Existing Intellectual Property forms part of or is integral to, any works or other item created by the Service Provider for the Department in connection with the provision of the Services under this Agreement or the creation of any Contract Intellectual Property.

16.4 The licence granted to the Department in clause 16.3 is limited to use of the relevant Pre-Existing Intellectual Property by the Department for the purposes of the State.

16.5 The ownership of Data, including any Intellectual Property Rights in the Data, shall vest in the Department upon the time of its creation. The Service Provider must only use the Data to the extent necessary to perform its obligations under this Agreement.

16.6 The Service Provider warrants that it will use its best endeavours to procure a written consent from all necessary authors to the Department exercising its rights in the Data, Pre-Existing Intellectual Property or Contract Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those authors.

17. NEGATION OF EMPLOYMENT

17.1 The Service Provider is engaged as an independent contractor and nothing in this Agreement will be deemed to constitute the Service Provider as an agent or employee of the Department, and the Service Provider will not have any authority to incur and must not incur any obligation or make or purport to make any representation on behalf of the Department except with the express written instructions of the Department.

17.2 The Service Provider is responsible for all matters requisite as employer or otherwise in relation to any employees, contractors, subcontractors, agents and other third parties who are engaged by the Service Provider.

18. INDEMNITY AND RELEASE

18.1 The Service Provider releases and indemnifies, and will at all times keep the Department and each of its Personnel indemnified, against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Department arising out of, or in any way connected with:

- (a) personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19);
- (b) any threatening behaviour experienced by the Service Provider's Personnel while carrying out the Services;

- (c) property damage;
- (d) the loss or corruption of Data; or
- (e) third party claims (including but not limited to in relation to exposure to or infection from OVID-19);

caused, contributed to or brought about by an act or omission of the Service Provider or any of its Personnel, including without limitation:

- (f) wilful misconduct;
- (g) a negligent or unlawful act or omission;
- (h) fraud;
- (i) a breach of Data security or physical security;
- (j) a breach of this Agreement;
- (k) a breach of an obligation of confidence or privacy (whether arising under this Agreement or otherwise); or
- (l) an infringement or alleged infringement of the Intellectual Property Rights or other rights of a third party.

18.2 The Service Provider's liability to indemnify the Department under clause 18.1 is reduced to the extent that any wilful, unlawful or negligent act or omission of the Department or its Personnel contributed to the liability, loss, damage, cost or expense.

19. RECORDS

19.1 The Service Provider must, for a period of seven (7) years after the Services have been completed:

- (a) institute and maintain proper books of account and operating records necessary to afford a correct record and explanation of all claims for payment made by the Service Provider under this Agreement and all expenditure by the Service Provider of moneys received by it from the Department under this Agreement; and
- (b) permit the Department's Representative or any person authorised by the Department access at all reasonable times to:
 - (i) all relevant operating records necessary to establish that all claims for payment made by the Service Provider and all moneys paid to the Service Provider under the terms of this Agreement are or have been properly accounted for; and
 - (ii) any documents produced in connection with the Services.

19.2 The Service Provider must cooperate with any person referred to in clause 19.1(b) to ensure an effective review and/or inspection can be conducted and must provide any information in the possession or control of the Service Provider reasonably sought by such person concerning the performance of the Services.

20. COMPLIANCE WITH LAWS AND POLICIES

- 20.1 The Service Provider must observe all Laws and such relevant State Government policies as may be notified by the Department to the Service Provider, including without limitation all laws affecting or applicable to the provision of the Services by the Service Provider and the "Local Jobs First Policy" (if applicable).
- 20.2 If the Service Provider is performing functions and duties on behalf of the Department, and the Service Provider or any of its employees, contractors, subcontractors or agents are based at the Department's premises, the Service Provider must (and must ensure that its Personnel), throughout the Term, observe the VPSC Code of Conduct and such other relevant State Government policies as may be notified by the Department to the Service Provider, and comply with any lawful directions of the Department or its Personnel.
- 20.3 The Service Provider acknowledges that the Department requires continuity in the provision of the Services throughout the Term. The Service Provider must maintain all reasonable business continuity management measures to ensure continuity of the Services. If requested by the Department, the Service Provider must demonstrate the measures implemented by the Service Provider to ensure continuity of the Services including promptly providing a copy of the Service Provider's business continuity plan, disaster recovery plan and any other relevant documents.

21. PRIVACY AND DATA PROTECTION

- 21.1 The Service Provider acknowledges and agrees that it will be bound by the Information Privacy Principles, Health Privacy Principles and/or any applicable code of practice as the Department may have approved under the *Privacy and Data Protection Act 2014 (Vic)* (together the **Privacy Obligations**) with respect to any act done or practice engaged in by the Service Provider for the purposes of this Agreement in the same way and to the same extent as the Department would have been bound by the Privacy Obligations in respect of that act or practice had it been directly done or engaged in by the Department.
- 21.2 The Service Provider agrees that it will keep confidential any Personal Information (as defined in the *Privacy and Data Protection Act 2014*) or Health Information (as defined in the *Health Records Act 2001*) that comes into its possession or the possession of its Personnel.
- 21.3 The Service Provider must, on request of the Department, procure that any or all of its Personnel complete a personal undertaking relating to confidentiality, in a form provided by the Department.
- 21.4 The Service Provider acknowledges and agrees that it will be bound by the Protective Data Security Standards and will not do any act or engage in any practice that contravenes a Protective Data Security Standard in respect of any Data collected, held, used, managed, disclosed or transferred by the Service Provider, on behalf of the Department, under or in connection with this Agreement.

22. SUPPLIER CODE OF CONDUCT

- 22.1 The Service Provider acknowledges that:

- (a) the Supplier Code of Conduct is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of its suppliers;
- (b) it has read and aspires to comply with the Supplier Code of Conduct; and
- (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Service Provider, whether under this Agreement or at Law.

23. TERMINATION FOR CONVENIENCE

23.1 The Department may at any time, upon giving seven (7) days' notice in writing to the Service Provider, terminate the Agreement or reduce the scope of Services to be provided under this Agreement.

23.2 If the Department has served a notice under clause 23.1:

- (a) the Service Provider must cease work according to the notice and must immediately do everything possible to mitigate any losses; and
- (b) the Department will only be liable to pay the Service Provider for:
 - (i) the Services carried out prior to the date of termination; and
 - (ii) an amount equal to the unavoidable and substantiated costs incurred by the Service Provider as a direct result of the termination and which the Department assesses as fair and reasonable to cover the reasonable actual costs incurred or committed by the Service Provider (as a binding legal contractual commitment) prior to the date of the notice to terminate,

provided always that the Service Provider will not be entitled to any other compensation whatsoever in respect of the termination of this Agreement, including for loss of prospective profits or income foregone whether with respect to the Services under this Agreement or otherwise.

23.3 The total of all moneys payable by the Department to the Service Provider (pursuant to clause 23.2 or otherwise in connection with this Agreement or the Services) must not exceed the full Fees that would have applied to the Services as provided in Schedule 3 (Payment Terms).

23.4 If the Department has served a notice pursuant to clause 23.1, the Service Provider must, on demand by the Department, repay to the Department such monies advanced or paid to the Service Provider in respect of which at the date of such notice, the Service Provider has not yet performed the Services.

23.5 On termination of this Agreement the Service Provider must within seven (7) days after receipt of a request by the Department, deliver to the Department all the documents and other material produced by the Service Provider in connection with the Agreement subject to the Service Provider's right to retain working papers as set out in clause 15.6.

24. TERMINATION FOR BREACH

- 24.1 If the Service Provider commits a breach of this Agreement, whether by failing to perform any part of the Services, failing to comply with any requirement or condition of this Agreement or otherwise, the Department must, before exercising any rights the Department may have under this Agreement or otherwise in respect of such a breach, give written notice to the Service Provider specifying the breach and directing its rectification in the period specified in the notice, not being a period less than fourteen (14) days from the date of service of the notice.
- 24.2 The Department may immediately terminate this Agreement or any part of it by notice in writing to the Service Provider if the Service Provider or any of its Personnel involved in the provision of the Services:
- (a) fails to rectify the breach within the period specified in the notice issued under clause 24.1; or
 - (b) commits a material breach of this Agreement and in the reasonable opinion of the Department such breach cannot be remedied; or
 - (c) commits fraud, is dishonest or engages in any other serious misconduct; or
 - (d) commits any act or does anything that may be prejudicial or otherwise detrimental to the reputation of the State; or
 - (e) being a partnership, company or other composite body undergoes a change in its structure which, in the reasonable opinion of the Department, limits the capacity of the Service Provider to provide Services or precludes the Service Provider from carrying out its obligations and duties under this Agreement; or
 - (f) goes into liquidation or a receiver and manager or mortgagee's or chargee's agent is appointed or becomes subject to any form of insolvency administration or arrangement, or in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors.
- 24.3 Any termination by the Department of the Agreement pursuant to clauses 13.3, 14.3(b) or 24.2 is without prejudice to any other right of the Department, and without liability to pay damages, compensation or any other termination payment other than money properly due to the Service Provider for work performed or Services provided under the Agreement before the termination. In the event of termination under any of those clauses:
- (a) the Service Provider must repay moneys in accordance with clause 23.4 and return documentation and materials in accordance with clauses 23.5 and 15.5; and
 - (b) the Department may withhold payment of Fees that may be payable to the Service Provider pending completion of the Services by some other contractor or persons.
- 24.4 Should the Department incur an additional expense as a result of any breach of this Agreement by the Service Provider, including any expense involved in

performing or completing the Services either by the Department or any other party, the amount of such additional expense, together with any other loss sustained by the Department will be a debt due from the Service Provider to the Department and, without prejudice to any other right of the Department, may be deducted from any Fees outstanding to the Service Provider.

- 24.5 If the Department fails to pay any Overdue Amount as defined in clause 5.6 of this Agreement, the Service Provider may:
- (a) issue a demand to the Department clearly stating that the amount has been overdue for a period for at least 30 days; and
 - (b) if the amount due has not been paid within 14 days of service of the Service Provider's demand, terminate this Agreement on 30 days' written notice to the Department.
- 24.6 In the event of termination under clause 24.5, the Service Provider must repay moneys in accordance with clause 23.4 and return documentation and materials in accordance with clauses 23.5 and 15.5 of this Agreement.

25. DISPUTE

- 25.1 If either the Department or the Service Provider considers that there is a dispute or difference arising out of or relating to this Agreement (**Dispute**) the parties may adopt the procedure set out in this clause to resolve the Dispute. Notwithstanding the provisions in this clause, if the Services have not yet been completed, the Service Provider must at all times proceed to complete the Services and perform its obligations without delay.
- 25.2 If the parties agree to adopt the procedures set out in this clause, either party within twenty-eight (28) days of the Dispute arising must send a notice to the other party specifying the detailed particulars of the matters in Dispute and its proposal for their resolution (**Dispute Notice**).
- 25.3 The Department's Representative (or other person authorised by the Department) and the Service Provider (or its Representative) must meet personally within two (2) working days (or other such period as agreed) after service of the Dispute Notice to attempt to resolve the Dispute on a basis consistent with a wish to retain a long term relationship between the parties.
- 25.4 If the parties are unable to resolve the Dispute within three (3) working days of the meeting referred to in clause 25.3 (or such longer period as may be agreed) the Dispute may, by agreement of the parties, be referred to mediation.
- 25.5 If the parties have agreed to mediation but are unable to agree on the appointment of a mediator (**Mediator**), the Mediator must be appointed by the President of the Law Institute of Victoria.
- 25.6 The Mediator must act as a mediator and not as arbitrator.
- 25.7 Unless otherwise agreed by the parties, the place of resolution of the Dispute will be in Melbourne.
- 25.8 The parties must, unless they agree otherwise, each bear their own costs and must contribute equally to the Mediator's costs.

25.9 Neither party may oppose an application for urgent interlocutory relief pending the resolution of a Dispute under this clause 25.

26. SUBCONTRACTORS

26.1 The Service Provider must not engage subcontractors to conduct the whole or any part of the Services without the prior written approval of the Department.

26.2 If the Department has given written approval and the Service Provider subcontracts the performance of any part of the Services, the Service Provider remains fully responsible for:

- (a) all acts and omissions of its subcontractors as if they were the acts or omissions of the Service Provider; and
- (b) carrying out the Services and complying with all obligations under this Agreement.

27. INSURANCE

27.1 The Service Provider must effect and maintain each of the Required Insurances as set out in Schedule 1 (Agreement Details). The Required Insurances must be with a reputable insurer.

27.2 If the Required Insurances includes:

- (a) *professional indemnity insurance*, the Service Provider must maintain the insurance from the date on which it commences the Services until seven (7) years after the Services have been completed or other period as may be accepted by the Department in writing; or
- (b) *public liability insurance*, the Service Provider must maintain the insurance for the duration of the period in which the Services are provided.

27.3 Upon request by the Department from time to time, the Service Provider must provide proof, by way of certificates of currency or other form as may be agreed by the Department, that the Required Insurances have been effected and maintained.

28. NOTICES

28.1 Any notice required by or permitted under this Agreement will be deemed to be duly served if delivered to:

- (a) the Department at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Department.
- (b) the Service Provider at its address for service as set out in Schedule 1 (Agreement Details) or such other address as is notified in writing by the Service Provider to the Department.

28.2 Notices may be delivered by hand, by prepaid mail, or by facsimile or electronic mail and will be deemed to be duly served:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by post, two business days after the date on which it was posted;
- (c) if sent by facsimile transmission, on receipt by the sender of a transmission report from the despatching machine showing the date of transmission, the relevant number of pages, the correct telephone number of the destination facsimile machine and the result of the transmission as satisfactory; and
- (d) if sent by email, if the message is correctly addressed and successfully transmitted to that Party's email address, at the time that the sender's computer records that transmission was successful.

29. GENERAL

- 29.1 **(Applicable Laws)** Nothing in this Agreement is intended to affect or restrict in any way, the rights and obligations of parties under any applicable Laws which the parties are not permitted to contract out of, including the *Professional Standards Act 2003 (Vic)* and the *Building and Construction Industry Security of Payment Act 2002 (Vic)*.
- 29.2 **(Entire Agreement)** This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement. If Annexure B (Service Provider's Proposal) contains terms and conditions that are not a description of the Services or how the Services will be carried out, such terms and conditions will not form part of this Agreement.
- 29.3 **(Severance)** Each provision of this Agreement (and each part thereof) will, unless the context requires otherwise, be read and construed as a separate or severable provision so that if any provision or part thereof is void or otherwise unenforceable for any reason then that provision or part thereof, will be severed and the remainder will be read and construed as if the severable provision or part thereof, had never existed.
- 29.4 **(Waiver)** A waiver by one party of a breach of this Agreement does not constitute a waiver in respect of any other breach of this Agreement, and a party's failure to enforce a provision of this Agreement must not be interpreted to mean that the party no longer regards that provision as binding. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 29.5 **(Variation)** No agreement or understanding varying or extending this Agreement including the Fees will be legally binding upon either party unless in writing signed by both parties.
- 29.6 **(Assignment)**
- (a) Subject to clause 29.6(b), the Service Provider must not transfer or assign its rights or novate its obligations under this Agreement without the prior written consent of the Department.
 - (b) The Department may, by notice in writing to the Service Provider, assign its rights, transfer its obligations or novate the Agreement to any Victorian Public Entity in the event of any State government restructure or other re-organisation or change in policy.

- 29.7 **(Retrospectivity)** The parties agree that this Agreement will apply to any services in connection with the Services carried out by the Service Provider prior to the execution of this Agreement, as if those services had been carried out under this Agreement.
- 29.8 **(Timely performance)** Time is of the essence in relation to the provision of Services under this Agreement.
- 29.9 **(Counterparts)** This Agreement including any variations may be executed in counterparts. All counterparts together constitute one instrument.
- 29.10 **(Governing Law & Jurisdiction)** This Agreement will be governed by the laws of the State of Victoria and the parties submit themselves to the jurisdiction of the courts in the State of Victoria.
- 29.11 **(Survival)** Each of clauses 1, 15, 16, 17, 18, 19, 21.1, 23.5, 24.3, 24.4, 27.2 and 29 survive the termination or expiry of this Agreement.

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Department of Jobs, Precincts and Regions

Agreement for Professional Services

Security Services

THE STATE OF VICTORIA
as represented by its
DEPARTMENT OF JOBS, PRECINCTS AND REGIONS

AND

UNIFIED SECURITY GROUP (AUSTRALIA) PTY LTD



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Department of Jobs, Precincts and Regions
 Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

SCHEDULE 1 – AGREEMENT DETAILS

Service Provider Details	Name: Unified Security Group (Australia) Pty Ltd ABN: 81 138 976 397
Service Provider's Representative: (Clause 11.3)	Name: [Personal Information] Corporate Head Office Phone: [Personal Information]
Service Provider's Address for Service: (Clause 28.1)	Postal address: 534 Parramatta Road, Ashfield NSW 2131 Fax: N/A Email: [Perso]@unifiedsecurity.com.au
Department's Representative: (Clause 11.1)	Name: PPO [Personal Information] Principal Policy Officer, Inclusion Phone: [Personal Information]
Department's Address for Service: (Clause 28.1)	Postal address: 121 Exhibition Street, Melbourne Fax: N/A Email: [Personal Informa]@ecodev.vic.gov.au
Commencement Date: (Clause 3.1)	29 March 2020
Completion Date: (Clause 3.1)	Up to 30 June 2020
Further terms (Clause 3.3)	One or more further terms not exceeding six (6) months in aggregate at the Department's absolute discretion.
Required Insurances: (Clause 27)	1. <i>Professional indemnity insurance</i> in an amount not less than \$5 million per occurrence. 2. <i>Public liability insurance</i> in an amount not less than \$20 million per occurrence.

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Department of Jobs, Precincts and Regions
 Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

SCHEDULE 2 – SERVICES

1. The Service Provider must carry out the Services as described at **Annexure A.**
2. The template for the Service Provider’s proposed Scope of Services and the required Reports is as set out below:

Service Provider Report and Scope

Hotel:	
Address:	
Start Date:	
Total Floors:	
Total Rooms:	
Notes:	

On duty (per 24-hour period)	Hours Scheduled/Delivered	Daily Cost (M-F)	Daily Cost (Sat)	Daily Cost (Sun)	Daily Cost (P/H)
Managers					
Supervisors					
Security Officers					
Other Staff					
Other Costs (estimate)					
	Total Daily Cost				

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Department of Jobs, Precincts and Regions
 Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

SCHEDULE 3 – PAYMENT TERMS

1. The Fees payable to the Service Provider in respect of the Services will be calculated on the basis set out below and as governed by clause 4 and 5:

Position	Monday to Friday Day (6am to 6pm)	Monday to Friday Night (6pm to 6am)	Saturday (irrespective of whether its Day or Night)	Sunday (irrespective of whether its Day or Night)	Public Holiday (irrespective of whether its Day or Night)
Manager	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
Supervisor	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
Security Officer	\$49.95	\$51.91	\$69.49	\$89.28	\$109.13

The above rates are GST Exclusive and apply per hour.

Expenses

The Department will pay the Service Provider for the following consumables used by the Service Provider in the course of providing the Services, where the consumables and the quantity of the consumables have been pre- approved by the Department. The Department will pay for each consumable based on the following prices (inclusive of GST).

Consumables

Safety Glasses	\$3.95 per Unit
Gloves 100 per box	\$50 per Box
Face Masks 50 per box	\$65 per Box
Hazmat suits	\$30 per unit

Meals payment

For each individual Personnel of the Service Provider preapproved by the Department to provide Services at a Site, the Department will pay to the Service Provider an amount equal to \$15 (GST exclusive) per shift delivered by that individual, as a meal allowance.

2. Subject to clauses 4 and 5 of the Agreement and the terms of this Schedule, the Department will pay the Service Provider within thirty (30) days of the submission of each Tax Invoice specifying in detail (to the satisfaction of the Department) the Services which have been performed and the Fees and

Department of Jobs, Precincts and Regions
Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

expenses incurred in accordance with the Agreement. Each Tax Invoice must be provided by the Service Provider on a fortnightly basis and must be addressed to the Department and sent by email to PPO [REDACTED]@ecodev.vic.gov.au.

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ANNEXURE A – SERVICES BRIEF

In response to the state of emergency that has been declared in Victoria due to the COVID-19 pandemic, the State of Victoria has agreed to make accommodation, including hotels (collectively call “Hotels”), available to certain Victorians, for the purpose of self-isolation requirements, including to:

- (i) all travellers returning from overseas to Victoria, for an enforced quarantine period of 14-days;
- (ii) health care and associated workers; and
- (iii) vulnerable cohorts of the community, including but not limited to, the elderly, wards of state, the homeless and recently released prisoners.

The Service Provider must provide security services, including all ancillary services associated with the provision of security (“Services”) at the Hotels notified by the Department (the Sites), which will include but not be limited to the following Services:

Before check in:

- Ensuring that there is an adequate number of Service Provider Personnel in position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor and to their room. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on floors, lobby and front door of each Site.
- Receiving and checking parcels and logging details from courier services approved by the Department only. All deliveries from family and friends to be refused.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer)
- Maintain security: Only allowing persons authorised by the Department to enter each Site.

Escalation of issues:

- The Service Provider will escalate issues as outlined below or as directed by the Department:
 - o Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
 - o Dinner / food complaints to be communicated to the Hotel staff.
 - o Any other onsite queries to be communicated to the DJPR Site Manager.

At all times:

- respond to routine and emergency incidents;
- In the case of any emergency at any time during the provision of the Services, the Service Provider must call 000.

Amendments to Services

Department of Jobs, Precincts and Regions
Agreement for Professional Services (Schedules and Annexures to the Terms and Conditions)

The Department may at any time revise these Services by adding or subtracting parts of the services or how they are delivered, at its sole discretion.

Provision of Services generally

The Service Provider must cooperate with and regularly liaise with the Department including but not limited to:

- following all reasonable directions made by the Department;
- immediately notifying the Department of any issues in relation to the provision of the Services, including but not limited to anything which may create a risk (including health risk) to any of the guests or any other person such as any occupational health and safety incidents, unavailability of the Service Provider's Personnel, known exposure to or infection of COVID-19 of the Service Provider's Personnel, or circumstances which cast doubt on the fitness any of the Service Provider's Personnel to provide the Services;
- cooperate with any other contractors of any nature engaged by the Department; and
- providing reports to the Department as and when requested which will include all information reasonably requested by the Department and be in a form notified by the Department.

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Purchase Order Contract

Purchase Order Contract for the Provision of Security Services

State of Victoria

MSS Security Pty Ltd

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This Agreement is made on

Parties

State of Victoria through the Department of Jobs Precincts and Regions of 1 Spring Street, Melbourne, Victoria 3000 (**Purchaser**)

And

MSS Security Pty Ltd [ABN 29 100 573 966] of Gateway Business Park, Level 2, 63-79 Parramatta Road, Silverwater NSW 2128 (**Service Provider**)

Background

- A. The Service Provider is a Panel member of the State Purchase Contract for the Provision of Security Services (**SPC Agreement**).
- B. The Purchaser wishes to engage the Service Provider to provide Security Services on and subject to the terms of this POC.
- C. This POC is formed in accordance with the SPC Agreement.
- D. The Parties acknowledge that it is their common intention to work together throughout the Term to continuously seek improvement in value, efficiency and productivity in connection with the supply of Security Services under this POC to the mutual benefit of both Parties.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

Unless expressed to the contrary, in this Purchase Order Contract:

SPC Agreement means the agreement entitled "State Purchase Contract: Agreement for the Provision of Security Services" entered between the Lead Department and the Service Provider.

Approved Subcontractor means a Subcontractor engaged to perform some or all of the Service Provider's obligations in accordance with this POC, who or which has been approved in accordance with the approval and notification mechanism set out in clause 6 of this POC and clause 5 of the SPC Agreement.

Bank Guarantee means an irrevocable, enforceable guarantee that the Service Provider is required to obtain from a financier approved by the Purchaser in the form set out in clause 13.

Base Service Level Requirements are defined in clause 3.4(a).

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993* (Vic)) in Melbourne.

Business Hours means 8.00am to 6.00pm local time on a Business Day, and a 'Business Hour' means the period of an hour within the hours of 8.00am to 6.00pm local time on a Business Day.

Code of Practice means a code of practice as defined in, and approved under, the PDP Act.

Commencement Date means the date specified as such in **Error! Reference source not found.** of Schedule 1.

Commissioner means the Victorian Commissioner for Privacy and Data Protection appointed under section 96 of the PDP Act.

Confidential Information means Remuneration Information and any technical, scientific, commercial, financial or other information of, about or in any way related to, the Lead Department or a Purchaser, including any information designated by the Lead Department or a Purchaser as confidential, which is disclosed, made available, communicated or delivered to the Service Provider, but excludes information which:

- (a) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;
- (b) the Service Provider can demonstrate was in its possession prior to the date of the SPC Agreement;
- (c) the Service Provider can demonstrate was developed by it independently of any disclosures previously made by the Lead Department or a Purchaser; or
- (d) is lawfully obtained by the Service Provider on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Lead Department or a Purchaser or otherwise prohibited from disclosing the information to the Service Provider.

Contract Documents means the documents listed in clause 1.4(1).

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Service Provider in the course of providing the Services, except any Intellectual Property Rights in Data.

Control means, in relation to the Service Provider, the ability of any person to, directly or indirectly, exercise effective control over the Service Provider (including the ability to determine the outcome of decisions about the financial operating and other policies of the Service Provider by virtue of the holding of voting shares, units or other interest in the Service Provider by any other means.

Corporations Act means the *Corporations Act 2001* (Cth).

Data means all data, information, and other Materials in any format whatsoever:

- (a) relating to the Lead Department, which is provided to the Service Provider by or on behalf of the Lead Department; and
- (b) created, generated, stored, processed, retrieved, printed or produced by or on behalf of the Service Provider (or any of its Personnel):
 - (i) utilising data, information or Materials referred to in paragraph **Error! Reference source not found.**; or
 - (ii) otherwise in the course of fulfilling its obligations under this POC or providing Services to Purchasers, including documentation, transition and disengagement plans, manuals, minutes, notes, listings, research material,

references, reports, programs, objects, rules, specifications, standards, flow charts, design drawings, review documents and data models.

Direction includes an agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Disengagement means the transfer of responsibility for the supply of the Security Services (or particular Security Services) from the Service Provider to the Purchaser (or a third party appointed by that Purchaser) by providing the Disengagement Assistance.

Disengagement Assistance means the provision of assistance by the Service Provider (in addition to the continued supply of Security Services) in accordance with Clause 20.2.

Disengagement Period means the period during which the Service Provider must provide Disengagement Assistance to the Purchaser, as determined in accordance with clause 20.3.

Disengagement Plan means a plan for Disengagement produced by the Service Provider in accordance with clause 20.3 and Schedule 13.

Dispute has the meaning given to that term in clause 25.

Enhancement of any Material means a customisation, modification, enhancement or derivative work of that Material.

Expiry Date means the date set out in Item 1 of Schedule 1.

Extension Period means the period or periods specified in Item 1 of Schedule 1.

General Specifications means those specifications set out in Part 2 of Schedule 3.

Health Privacy Principles means the Health Privacy Principles set out in the *Health Records Act 2001* (Vic).

Incumbent Service Provider means a person engaged to provide Legacy Services to the Purchaser up until the Commencement Date.

Information Privacy Principles means the information privacy principles set out in the PDP Act.

Initial Term means the period commencing on the Commencement Date and ending on the Expiry Date.

Insolvency Event means, in relation to the Service Provider, any of the following:

- (a) anything that reasonably indicates that there is a significant risk that the Service Provider is or will become unable to pay debts as they fall due, including:
- (i) execution or distress being levied against any income or assets of the Service Provider;
 - (ii) a meeting of the Service Provider's creditors being called or held;
 - (iii) a security becoming enforceable or being enforced in relation to any of the Service Provider's assets or undertakings;
 - (iv) a step being taken to make the Service Provider bankrupt or to wind the Service Provider up;
 - (v) the appointment to the Service Provider of a controller or administrator, as defined in section 9 of the Corporations Act;

- (vi) the Service Provider entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors; or
- (vii) the Service Provider being made subject to a deed of company arrangement;
- (b) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Service Provider or any of its assets; or
- (c) the Service Provider ceasing, or indicating that it is about to cease, carrying on a business.

Intellectual Property Rights includes all intellectual property rights at any time recognised by law, including present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

IPR Claim has the meaning given to that term in clause 15.1(c).

Laws means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State of Victoria or local or other government in force in the State of Victoria, irrespective of where enacted; and
- (b) lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of the law.

Lead Department means the Department of Treasury and Finance on behalf of the State of Victoria.

Legacy Service means a service that is the same, or substantially the same, as one of the Security Services, and/or which will be replaced by Security Services in one of the Service Categories, which, as at the Commencement Date is being supplied to one or more Purchasers under contracts formed prior to the Commencement Date.

Material includes anything in which Intellectual Property Rights can exist.

Model Litigant Guidelines means the guidelines regarding the conduct of litigation by the State, its departments and agencies, as updated from time to time.

Moral Rights means moral rights under or in connection with the *Copyright Act 1968* (Cth).

New Security Service means:

- (a) a Security Service in a Service Category in respect of which the Service Provider is not appointed to the Panel; or
- (b) a service:
 - (i) that is materially different from any of the Security Services being offered and/or supplied under this POC; and
 - (ii) for which there are no agreed Rates and Fees.

No Less Favourable Mechanism means the terms and conditions set out in Schedule 8.

Notice of Intent means a notice issued by the Service Provider to the Purchaser prior to the engagement of any subcontractor, seeking the Purchaser's written approval as required under clause 6 this POC.

Panel means the panel of service providers appointed by the Lead Department to deliver Security Services in one or more of the Security Categories.

PDP Act means the *Privacy and Data Protection Act 2014* (Vic).

Personal Information has the meaning given to that term in the PDP Act and includes, for the purposes of this POC, health information, as that term is defined in the *Health Records Act 2001* (Vic).

Personnel means any employee, officer, director, principal, partner, or equivalent positions of the Service Provider or any Subcontractor.

POC means this Purchase Order Contract.

POC Contract Manager means the person appointed to that position in accordance with clause 5.1(a).

POC Relationship Manager means the person nominated by the Service Provider pursuant to clause 5.1(b) including their replacements.

Policies means the policies specified in Schedule 9.

Pre-Existing Intellectual Property of a party, means all Materials:

- (1) owned by or licensed to that party as at the Commencement Date; and/or
- (2) developed by or on behalf of a party independently of this POC, together with all Enhancements to those Materials created by that party in the course of fulfilling obligations, or exercising rights or remedies, under this POC.

Price Schedule means the schedule of prices set out in Part 1 of Schedule 2.

Protective Data Security Standard means any standard issued under Part 4 of the PDP Act.

Purchaser KPIs means the key performance indicators set out in Part 1 of Schedule 6.

Rates and Fees means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Service Provider for the provision of specified Security Services, and the fees payable (fixed or otherwise) to the Service Provider for the provision of specified Security Services, determined in accordance with Schedule 2.

Related Company means a 'related body corporate' as defined in the Corporations Act.

Remuneration Information is defined in Schedule 8

Request for Security Services means a request issued by the Purchaser to the Service Provider under the framework established by clause 6 of the SPC Agreement which details the Security Services required by the Purchaser.

Request for Tender means the request for tender issued by the Lead Department for the provision of Security Services and any subsequent requests for tender the Lead Department may issue in respect of Security Services.

Security Services means the Security Services in the applicable Service Categories as set out in the Statement of Services in Schedule 3 that the Service Provider is required to deliver under this POC.

Security Services Proposal has the meaning given to that term in clause 6.2 of the SPC Agreement.

Security Staff means Personnel supplied or deployed by the Service Provider to perform (directly or indirectly) Security Services for the Purchaser.

Security Staff Register is defined in clause 9.1(h).

Service Categories means the categories of Security Services as set out in the Statement of Services in Schedule 3.

Service Levels has the meaning given by clause 3.3.

Service Level Requirements means the Base Service Level Requirements any additional service level requirements set out in Part 1 of Schedule 5.

Service Rebate means the amount by which the Rates and Fees paid by the Purchaser will be reduced for failure by the Service Provider to meet a Service Level Requirement in accordance with clause 3.14.

Sites means the sites owned or controlled by the relevant Purchaser which are listed in this POC.

Specifications means the General Specifications and the Technical Specifications which the Service Provider must comply with in delivering the Security Services under this POC.

Staff Costs means Pay as You Go tax, withholding tax, superannuation contributions or charge amounts, fringe benefits tax, workers' compensation insurance premiums, payroll tax and any like taxes and charges arising out of or in relation to this POC, or any engagement arising under this POC (together with all interest or penalties payable by reference to those costs).

Subcontract means a contract under which a Subcontractor is engaged or contracted.

Subcontractor means any third party (whether an individual or an incorporated or unincorporated entity) that is engaged or contracted, whether by the Service Provider or by a third party, to supply goods or services to the Service Provider or third party, in order for the Service Provider to meet its obligations under this POC, and includes any Related Company of the Service Provider that supplies, or will supply, goods or services to the Service Provider in order for the Service Provider to meet its obligations under this POC.

Supplier Code of Conduct means the Supplier Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time) as set out in Schedule 12.

Statement of Services means the statement set out in Schedule 3 listing the Security Categories and their respective Security Services.

Tax Invoice has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Technical Specifications means those technical specifications applicable to the Security Services provided under this POC which appear in Schedule 3.

Tender Documentation means the Request for Tender and the documentation submitted by the Service Provider in response to the Request for Tender in the form finally accepted by the Lead Department.

Term means the duration of this POC, which is specified in accordance with clause 2.

Transition means in relation to the supply of one or more Security Services under this POC, the progressive implementation by the Service Provider of the supply of the Security Services in place of either:

- (a) Legacy Services supplied by that Service Provider; or
- (b) services supplied by an Incumbent Service Provider,
- (c) in accordance with the Transition Plan.

Transition Plan, in respect of Security Services to be provided to the Purchaser, means a plan to effect Transition developed and approved under clause 3.11.

Victorian Public Sector Commission (VPSC) Code of Conduct means, for the Service Provider and each of its Personnel, the Code of Conduct for Public Sector Employees 2015, issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) (as amended or replaced from time to time), unless the Security Services are Security Services of a kind usually provided by the directors of Victorian public entities or the Lead Department is a special body, in which case it means either the Code of Conduct for Directors of Victorian Public Entities 2016 or the Code of Conduct for Victorian Public Sector Employees of Special Bodies 2015 (each issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) and as amended from time to time).

VIPP means the Victorian Industry Participation Policy (as amended from time to time), available at the website of the Department of Economic Development, Jobs, Transport and Resources (or its applicable successor).

Wilful Default means:

- (a) an intentional breach; or
 - (b) the reckless disregard,
- by a party of any of its obligations under this POC.

1.2 Interpretation

Unless expressed to the contrary, in this POC:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, permitted assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) references to months are references to calendar months;
 - (vi) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia;
 - (vii) the Lead Department is a reference to the Crown in right of the State of Victoria;
 - (viii) a reference to a "Department" in the Specifications is a reference to the Purchaser under this POC; and
- (g) if the date on or by which any act must be done under this POC is not a Business Day, the act must be done on or by the next Business Day;
 - (h) the obligations of the Service Provider, if more than one person, under this POC are joint and several and each person constituting the Service Provider acknowledges and agrees that it will be causally responsible for the acts and omissions, including breaches of this POC, of the other as if those acts or omissions were its own; and
 - (i) the rights of the Service Provider, if more than one person, under this POC, jointly benefit each person constituting the Service Provider (and not severally or jointly and severally).

1.3 Headings

Headings do not affect the interpretation of this POC.

1.4 Precedence of Documents

- (a) The documents comprising this POC must be read in the following order of precedence:
 - (i) Schedule 14 (Special Conditions);
 - (ii) the terms and conditions of this POC;
 - (iii) the terms of the Security Services Proposal provided in response to the Request for Security Services; and
 - (iv) the terms of the Request for Security Services submitted by the Purchaser;
 - (v) Technical Specifications;
 - (vi) General Specifications;
 - (vii) Schedule 2 (Rates and Fees);
 - (viii) the remaining Schedules to this POC, **(Contract Documents)**.
- (b) Where any inconsistency or conflict occurs between the provisions of any two or more Contract Documents, the inconsistency or conflict is to be resolved in accordance with the above precedence of documents.
- (c) The parties acknowledge that the General Specifications are intended to prescribe minimum standards and requirements for the delivery of the respective Security Services, and that the Technical Specifications specify standards and requirements, applicable to the delivery of Security Services to the Purchaser, which may add to,

amend or replace the standards and requirements in the General Specifications.
For the avoidance of doubt:

- (i) unless a standard or requirement relating to a given Security Service specified in the Technical Specifications is expressed to apply to the exclusion of, or replace completely, a standard or requirement in the General Specifications, then the applicable standards and requirements for that Security Service will be a combination of the standards and requirements for that Security Service in both the Technical Specifications and General Specifications;
- (ii) where the Technical Specification prescribes that a particular standard or requirement in the General Specification, applicable to a Security Service, is amended in a particular manner, then the General Specification for that Security Service will be construed as if it was amended in the manner specified in the Technical Specification;
- (iii) where, as a result of applying the construction principle in paragraph (i) above, a standard or requirement in the Technical Specification conflicts, or is inconsistent, with a standard or requirement in the General Specification, then the standard or requirement in the Technical Specification prevails to the extent of the conflict or inconsistency; and
- (iv) if the Technical Specification is silent in relation to a particular standard or requirement applicable to a Security Service, then the applicable standards and requirements for that Security Service will be those specified in the General Specification.

1.5 Entire understanding

- (a) The Contract Documents contain the entire understanding between the Parties as to the subject matter of this POC.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this POC are merged in and superseded by this POC and are of no effect.
- (c) Terms and conditions imposed by the Service Provider with respect to the supply of Security Services are not incorporated into this POC in any respect. Despite the previous sentence, should any Service Provider terms and conditions be incorporated into any part of this POC, those terms and conditions will not be binding on the parties, nor will they have any legal effect.
- (d) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this POC; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the Parties.

1.6 Schedule 14 Special Conditions

Any Special Conditions provided in Schedule 14 alter the terms of this Agreement.

2. Term of the POC

2.1 Initial Term

- (a) Subject to clause 2.1(b), this POC:

- (i) commences on the Commencement Date; and
- (ii) subject to the rights under this POC to terminate this POC, continues for:
 - (A) the Initial Term; and then
 - (B) subject to clause 2.2, the Extension Period,
 until the end of the Disengagement Period.
- (b) If the SPC Agreement terminates or expires prior to the expiration or termination of this POC in accordance with clause 2.1, this POC will expire automatically 12 months after the date on which the SPC Agreement terminates or expires.

2.2 Extension

- (a) Subject to clause 2.2(c), the Purchaser may elect, by notice in writing to the Service Provider, to extend the Term of this POC for the Extension Period(s).
- (b) Any such further term or terms will be on the same terms and conditions as this POC (excluding, in respect of the final further period, this clause 2.2)
- (c) The duration of this POC may not continue more than 12 months beyond the expiry or termination of the SPC Agreement. Any extension of this POC under this clause 2.2 made prior to the expiry or termination of the SPC Agreement, which extends the duration of this POC to a date that is more than 12 months after the date of expiry or termination of the SPC Agreement, such extension will be deemed an extension only to the date that is 12 months beyond the expiry or termination of the SPC Agreement. Once the SPC Agreement expires or is terminated (for any reason), irrespective of the length of the Extension Period, a Purchaser may only elect to extend the duration of this POC only up to the date that is 12 months beyond the expiry or termination of the SPC Agreement.

2.3 Duration of Disengagement Period

- (a) For the purposes of this POC, the Disengagement Period commences on the earlier to occur of the following:
 - (i) the date on which termination of this POC under clause **Error! Reference source not found.**19 takes effect;
 - (ii) if the SPC Agreement expires or is terminated, 6 months after the date of such expiry or termination;
 - (iii) if the Purchaser does not elect to extend the duration of this POC under clause 2.2, one month prior to the expiry of the Initial Term; or
 - (iv) if the Purchaser elects to extend the duration of this POC under clause 2.2, and:
 - (A) if it is able to extend such duration only once, and exercises such right to extend, one month prior to the expiry of the Extension Period; or
 - (B) if it is able to extend such duration more than once, and does not exercise a particular right to extend, one month prior to the expiry of the then-current Extension Period.
- (b) The Disengagement Period ends 6 months after the commencement of Disengagement, unless the Purchaser notifies the Service Provider in writing that the Purchaser wishes to:

- (i) extend the Disengagement Period in accordance with clause 20.6, in which case the Disengagement Period will be extended in accordance with that clause; or
- (ii) end the Disengagement Assistance earlier, in which case the Disengagement Period will end on the date specified in that notice.

3. Performance of Security Services

3.1 New Security Services

- (a) This clause applies to any New Security Services:
 - (i) in respect of which the Service Provider is appointed to the Panel; and/or
 - (ii) which are added to Schedule 2 of the SPC Agreement, under clause 7.2 of the SPC Agreement.
- (b) During the Term, the Purchaser may make a written request to the Service Provider to expand the scope of the Security Services to be performed by the Service Provider under this POC to include particular New Security Services. The written request must be in the form of a 'Request' under clause 6.1 of the SPC Agreement.
- (c) If the Service Provider receives a Request for any New Security Services under clause 3.1(b), the Purchaser must provide the Service Provider with a written proposal in the form of a 'Security Service Proposal' in accordance with clause 6.2 of the SPC Agreement in respect of those New Security Services and (if required) a document detailing any proposed amendments to this POC.
- (d) The Service Provider undertakes that in determining the Rates and Fees for any New Security Services, it will have regard to the obligations contained in clause 8.1 and, to the extent that it is reasonably possible to do so, will calculate the Rates and Fees for any New Security Services using the same, or substantially the same, methodology as that on which the Rates and Fees for the current Security Services was calculated.
- (e) Should the Purchaser accept:
 - (i) the proposal issued by the Service Provider under clause 3.1(c) and any amendments to this POC proposed by the Service Provider, this POC will be amended to reflect the addition of the relevant New Services and changes to Schedule 2, the Price Schedule and other matters specified in the proposal; and
 - (ii) the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 containing a list of all Security Services and Security Service Categories, including their respective Rates and Fees.
- (f) If the Purchaser does not accept (or rejects) the proposal issued by the Service Provider under clause 3.1(c) or any amendments to this POC proposed by the Service Provider, this POC will remain unamended and enforceable in accordance with its then-current terms.
- (g) For the avoidance of doubt, the Purchaser may request particular New Security Services from another service provider on the Panel, as part of a competitive process, provided that such other service provider is appointed to the Panel in respect of those New Security Services.

3.2 Removal of Services

- (a) The Service Provider acknowledges that the Purchaser will, on an ongoing basis, monitor the performance of the Service Provider and security services market to ensure the scope and the nature of the Security Services provided by the Service Provider continues to meet the Purchaser's requirements.
- (b) Without limitation to any other term of the SPC Agreement and this POC, the Purchaser may, in its absolute discretion, periodically review the Security Services provided under this POC and may, at any time after the Commencement Date, notify the Service Provider that it requires specific Security Services to be removed and/or reduced .
- (c) Following the Purchaser's notification of the removal of Security Services to the Service Provider, the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 to reflect the change to Rates and Fees as a result of the removal and/or reduction in the Security Service. Should the Purchaser agree to the updated version of Schedule 2 provided by the Service Provider under this clause 3.2(c), the updated Schedule 2 will be deemed to form part of this POC from the date of agreement.
- (d) The Service Provider will not be entitled to any compensation or payment arising from the exercise by the Purchaser of its rights under this clause 3.2.

3.3 Service Standards

- (a) Without limitation to any other provision in this POC, the Service Provider must provide the Security Services to a standard that complies with:
 - (i) the General Specifications and any Technical Specifications contained in Schedule 3;
 - (ii) the Service Level Requirements;
 - (iii) the Lead Department KPIs contained in the SPC Agreement; and
 - (iv) any Purchaser KPIs set out in Schedule 6, (Service Levels).

3.4 Service Level Requirements

- (a) In providing the Security Services and discharging its obligations under this POC, the Service Provider must ensure that its standards of performance meet or otherwise exceed the following base service level requirements:
 - (i) provide the Security Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected of a prudent expert and experienced provider of services that are similar to the subject Security Services;
 - (ii) ensure the highest quality of work and the delivery of Security Services with the utmost efficiency;
 - (iii) act in good faith and in the best interests of the Purchaser;
 - (iv) comply with all statements or representations as to its performance or the provision of the Security Services set out in any documents provided to the Purchaser in the process of entering into this POC;

- (v) keep the Purchaser informed of all matters of which it ought reasonably be made aware and provide such information in relation to the provision of Security Services as may reasonably be required by the Purchaser;
- (vi) comply with all reasonable directions of, and have regard to such requirements, as may be conveyed to it by the POC Contract Manager, Purchaser or an authorised representative of the Purchaser with respect to the Security Services required;
- (vii) carry out its obligations and duties and complete the provision of the Security Services to the reasonable satisfaction of, and in accordance with, the requirements of the Purchaser; and
- (viii) perform the Security Services in line with the strategic intent and fundamental principles of the SPC Agreement,

(Base Service Level Requirements).

- (b) Without limiting the Base Service Level Requirements, in providing the Security Services, the Service Provider must further ensure that its standards of performance comply with the additional service level requirements (if any) specified by the Purchaser in Schedule 5 of this POC. The service level requirements in Schedule 5 of this POC are, unless otherwise specified, to be construed to give effect to the Base Service Level Requirements.
- (c) Performance against the Service Level Requirements must be tracked, monitored and reported on by the Service Provider to the Purchaser by the measurement periods and categories set out in Part 2 of Schedule 5.
- (d) The Parties acknowledge and agree that the purpose of the Service Level Requirements is to ensure performance by the Service Provider meets or otherwise exceeds the minimum level specified, with the aim of continuous improvement in meeting the identified Service Level Requirements (including measurable improvements in value, efficiency and productivity year on year) and Purchaser KPIs, thereby increasing the benefits to the Parties during the Term.
- (e) The Purchaser may, from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measurements and tolerances in the Service Level Requirements specified in Schedule 5 by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion. For the avoidance of doubt, this provision does not apply to the Base Service Level Requirements.

3.5 Purchaser KPIs

- (a) Without limiting its obligations under this POC, the Service Provider must comply with the Purchaser KPIs as set out in Part 1 of Schedule 6.
- (b) The Service Provider must track, monitor and report its Performance against the Purchaser's KPIs to the Purchaser in accordance with clause 4.1 and the measurement periods and categories set out in the Technical Specifications.
- (c) The Parties acknowledge and agree that they will cooperate with any request for reporting on the Purchaser's KPIs by the Lead Department pursuant to the SPC Agreement and will report truthfully and in good faith.
- (d) The Parties acknowledge and agree any Purchaser KPI is a Service Level and that the purpose of any Purchaser KPI, is to ensure a minimum level of performance by the Service Provider, with the aim of striving for continuous improvement in

meeting the identified Purchaser KPIs (including measurable improvements in value, efficiency and productivity year on year), thereby increasing the benefits to the Purchaser or both the Purchaser and the Service Provider during the Term.

- (e) The Purchaser may from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measures and tolerances in the Purchaser KPIs by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion.

3.6 Amendment to Purchaser KPIs and or Service Level Requirements

- (a) If the Purchaser makes a material amendment, addition or deletion to the measures and tolerances applicable to either:
 - (i) the core operational Service Level Requirements in accordance with clause 3.4(e); or
 - (ii) the core operational Purchaser KPIs in accordance with clause 3.5(e),
 the Service Provider may request a review of the Rates and Fees applicable to the provision of the Security Services.
- (b) Any review pursuant to clause 3.6 will be negotiated by the Purchaser and the Service Provider in good faith. Following the review, and subject to clause 3.6(c), the Rates and Fees applicable to the provision of the Security Services will, in the case of an increase, only be increased to the extent that the Service Provider demonstrates, to the reasonable satisfaction of the Purchaser (having regard to the then applicable Rates and Fees), that the amendment, addition or deletion to the Service Level Requirements results in an increase to the cost to the Service Provider of providing the Security Services.
- (c) If the Purchaser has agreed to revised Rates and Fees as a result of a material amendment, addition or deletion to the measures and tolerances in the core operational Service Level Requirements (Revised Rates and Fees), the Purchaser will notify Purchasers of the Revised Rates and Fees.

3.7 Amendment to the Lead Department KPIs under the SPC Agreement

- (a) Without limiting anything in this clause, if the Purchaser elects to incorporate revised Lead Department KPIs into this POC, the Revised Rates and Fees as determined in accordance with clause 8.6 of the SPC Agreement will apply.

3.8 Purchaser KPI Breach Notice and Action Plan

- (a) Without limiting any other provision of this POC, if the Service Provider fails to meet all the Purchaser KPIs in any given month, the Purchaser may, in its sole discretion, issue a notice (Purchaser KPI Breach Notice) to the Service Provider. The KPI Breach Notice must set out:
 - (i) the Purchaser KPI in issue;
 - (ii) the breach; and
 - (iii) when the Purchaser needs the breach to be rectified.
- (b) Within 7 Business Days of receipt of the Purchaser KPI Breach Notice, the Service Provider must provide, in writing, a detailed plan (Action Plan) to achieve compliance with the Purchaser KPI set out in the Purchaser KPI Breach Notice.

- (c) Within 7 Business Days of the Purchaser's receipt of the Action Plan required under clause 3.8(b), the Purchaser must notify the Service Provider that it:
 - (i) agrees with the course of action suggested by the Service Provider; or
 - (ii) considers that further, or other, actions are required by the Service Provider.
- (d) To the extent that the Purchaser considers that further, or other, actions are required by the Service Provider, the parties shall meet and agree on a final Action Plan.
- (e) The Service Provider must comply with all actions specified in the Action Plan within the time limits specified therein.
- (f) If the Service Provider is unable to comply with its obligations in clause 3.8(e), it must, as soon as reasonably possible:
 - (i) inform the Purchaser of:
 - (A) the delay;
 - (B) the reasons for the delay; and
 - (C) the likely time for compliance with its obligations; and
 - (ii) seek the Purchaser's consent to an extension of time to comply with its obligations.
- (g) If the Service Provider is unable to perform in accordance with an agreed Action Plan, or if the Action Plan is not effective in ensuring the Service Provider's ongoing compliance with the Purchaser KPIs, either party may initiate a meeting to review the Action Plan and agree any necessary changes to it.
- (h) A failure by the Service Provider to comply with an Action Plan or a failure to address the Service Provider's non-compliance with the Purchaser KPI's to the Purchaser's reasonable satisfaction, will be considered a material breach of this POC.

3.9 Service Provider obligations

Without limiting any other obligation of the Service Provider under this POC, in carrying out the Security Services, the Service Provider must:

- (a) comply with the requirements of the relevant Service Category or Service Categories for which the Service Provider is appointed to the Panel;
- (b) perform each of the Security Services in accordance with Purchaser's Technical Specifications, the General Specifications and any other Documentation specified in Item 8 of Schedule 1;
- (c) provide the Security Services to a standard that reaches or exceeds the Purchaser KPIs;
- (d) use all reasonable efforts to inform itself of the requirements of the Purchaser regarding the Security Services and in particular shall:
 - (i) inspect the Sites where required by this POC;
 - (ii) examine the Specifications and any other information supplied by the Purchaser;
 - (iii) ensure Security Staff have an understanding of any safety induction requirements for the Sites;

- (iv) provide such further information in relation to the provision of the Security Services as reasonably required by the Purchaser;
- (v) protect the wellbeing of those who live, visit and work on the Sites;
- (vi) protect the property of the Purchaser as well as the property of the tenants and visitors to the Sites; and
- (vii) maintain a security presence consistent with the requirements of the Sites; and
- (viii) make all other reasonable inquiries.

3.10 Working with other contractors

- (a) The Service Provider acknowledges that the Purchaser may have other contractors on the Sites where the Security Services are to be performed.
- (b) The Service Provider shall not do anything to cause the Purchaser to be in breach of the Purchaser's contracts with those contractors.
- (c) Where a third party provides Security Services to the Purchaser which are related to, or otherwise necessary for the Purchaser to receive the Security Services, the Service Provider agrees to provide all reasonable assistance to ensure the Purchaser receives these Security Services in a seamless and efficient manner.

3.11 Transitional assistance

- (a) It is acknowledged that Transition may be required:
 - (i) if the Service Provider is not providing Legacy Services prior to the Purchaser entering into this POC; or
 - (ii) for the supply of one or more Security Services in respect of a particular Site or particular Sites, where:
 - (A) the required Security Services have not been supplied to that particular Site or those particular Sites previously, either by an Incumbent Service Provider or at all; and/or
 - (B) due to the Site or Sites in respect of which Security Services are to be supplied, the Service Provider will, or is likely to, be required to undertake further assessment or analysis, and/or installation of equipment.
- (b) Unless it is specified in Schedule 10 that this clause 3.11 will not apply in respect of any of the Security Services to be supplied under this POC, this clause 3.11 will apply.
- (c) Within 20 Business Days of the Commencement Date, the Supplier must develop, document and submit to the Purchaser, for its approval, a draft plan to effect Transition that:
 - (i) reflects the principles and addresses the requirements for Transition that are specified in Schedule 10; and
 - (ii) is otherwise consistent with the terms of this clause 3.11.
- (d) Once approved by the Purchaser, the draft plan will be the Transition Plan in respect of the Security Services to be provided under this POC.

- (e) If the Service Provider fails to obtain the Purchaser's approval of a draft transition plan required to be provided under paragraph (c) within 30 Business Days of the Purchaser issuing a Purchase Order:
- (i) that failure will constitute a material breach by the Supplier; and
 - (ii) without limiting the Purchaser's other rights or remedies arising from that failure, the Purchaser may, by written notice, terminate this POC.
- (f) The Service Provider must effect Transition in respect of the Security Services in accordance with the Transition Plan that has been approved by the Purchaser under this 3.11 in respect of those services. Without limiting the previous sentence, the Service Provider must:
- (i) produce, and submit to the Purchaser, the deliverables specified in the Transition Plan in accordance with the timetable specified in the Transition Plan;
 - (ii) complete the tasks, and achieve the milestones, specified in the Transition Plan;
 - (iii) effect overall management of the Transition in accordance with the Transition Plan;
 - (iv) make changes to the Transition Plan as reasonably requested by the Purchaser from time to time;
 - (v) identify and resolve, or assist the Purchaser to resolve, any problems or issues that will or may prevent or delay the completion of tasks or achievement of milestones;
 - (vi) keep the Purchaser's POC Contract Manager informed of the current status of the Transition Plan activities through reports, proactive discussions, and the proactive sharing of information;
 - (vii) as reasonably required by the Purchaser, assist with the transition from the provision of services and products by an Incumbent Service Provider (other than the Supplier) to the supply of Security Services in accordance with this POC, and so as to cause no disruption to the operations and functions of the Purchaser, other than to the extent expressly contemplated by the Transition Plan;
 - (viii) without limiting paragraph (vii), liaise with the Incumbent Service Provider to facilitate the timely and effective completion of Transition;
 - (ix) unless the Transition Plan specifies otherwise, provide the Purchaser with weekly progress reports that describe in reasonable detail the current status of the Transition, identify any actual or anticipated problems or delays and propose solutions to those problems or delays. The Service Provider must provide such supporting information as is reasonably required to enable the Purchaser to assess and, if necessary, verify, each such report; and
 - (x) perform Transition in a way that minimises disruption to the Purchaser's business and operations and the discharge of its statutory and legal duties.
- (g) A failure by the Service Provider to:
- (i) submit any deliverable specified in the Transition Plan on or before the due date in the Transition Plan; or

- (ii) achieve any milestone specified in the Transition Plan on or before the date specified in the Transition Plan for its achievement (including the completion of Transition),

constitutes a material breach by the Service Provider.

- (h) Transition in respect of the Security Services to be provided under this POC will not be complete until the Service Provider has completed and submitted all deliverables, and completed all tasks and milestones, specified in the Transition Plan.
- (i) The Purchaser will make a determination as to whether deliverables, tasks and milestones have been completed by reference to the process and/or criteria specified in the Transition Plan, and will notify the Supplier as to its determination by written notice.

3.12 Service Provider to provide equipment

- (a) The Service Provider must provide any and all equipment (including computer hardware, software and any ancillary support) necessary for the performance and maintenance (where appropriate) of the Security Services. The Service Provider must ensure that:
 - (i) such equipment is suitable for deployment in the delivery of Security Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
 - (ii) it holds, at all times, all necessary licences, certification, permits or other authorities to possess and use such equipment; and
 all Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that such Personnel may use or operate such equipment lawfully.

3.13 Time of the essence

Time will be of the essence in the performance of this POC.

3.14 Service Rebates

- (a) In addition to any other rights of the Purchaser, the Service Provider agrees to pay to the Purchaser the amount specified in Schedule 7 as a result of any failure of the Service Provider to meet a Service Level or a Purchaser KPI (Service Rebate).
- (b) The application of all Service Rebates for this POC is capped at 100% of the Rates and Fees paid or payable in accordance with the Price Schedule.
- (c) The Service Provider:
 - (i) agrees that the Service Rebates represent a reasonable and genuine pre-estimate of the minimum anticipated or actual loss or damage which would be incurred by the Purchaser as a result of the Service Provider not meeting the Service Level Requirements and/or Purchaser KPIs;
 - (ii) acknowledges that the parties wish to avoid the difficulties of proof of damages, and to this end, agrees that the Service Rebates payable are reasonable and are not a penalty;

- (iii) undertakes that it will not challenge or seek to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable;
- (iv) separately indemnifies the Purchaser in relation to any loss, damage, cost or expense (including legal expense) it incurs in the event of the Service Provider at any time challenging or seeking to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable; and
- (v) agrees that the damages recoverable by the Purchaser under clause 3.14(c)(iv) above includes the amount of any Service Rebates which the Service Provider has sought to challenge as being unenforceable.

3.15 Drug and alcohol testing

- (a) If the Purchaser has included the requirement that the Security Staff agree to submit to drug and/or alcohol testing in a Request for Security Services, the Service Provider must ensure that all Security Staff allocated to this POC, including those employed or engaged by Subcontractors, have consented to such testing consistent with the requirement stated in the Request for Security Services.
- (b) To the extent that Security Staff have not consented to testing, the Service Provider must not allow those Security Staff to perform Security Services under this POC.

4. Reporting requirements

4.1 Service Level Reporting to the Purchaser

- (a) Performance against the Service Levels, being the Service Level Requirements and the Purchaser KPIs will be in accordance with Part 2 of Schedule 5 and Part 2 of Schedule 6 respectively.
- (b) The Service Provider acknowledges that, in addition to its general reporting requirements, it must provide the Purchaser with a statutory declaration (or other appropriate document) every quarter to confirm its compliance with the No Less Favourable Mechanism.
- (c) The Purchaser may, at any time, inspect and request Remuneration Information from the Service Provider for the purpose of auditing compliance with the No Less Favourable Mechanism and the Service Provider warrants that it will cooperate with any such request in good faith. Failure to comply with this clause 4.1(c) shall be taken to be a material breach of this POC.
- (d) In addition to the reports required under clause 4.1(a), the Service Provider must provide to the POC Contract Manager:
 - (i) reports upon the request of the Purchaser in the format and containing the matters specified in Part 2 of Schedule 5 and Part 2 of Schedule 6 at no cost to the requesting party; and
 - (ii) all other data or information that the Purchaser or the POC Contract Manager may request to enable it to adequately assess the performance of the Service Provider,
 - (iii) within 24 hours of the request.
- (e) The Purchaser may, from time to time, and in its absolute discretion (but at all times acting reasonably), request that the Service Provider report against the

Purchaser KPIs. The Service Provider must report truthfully and in good faith, and will cooperate with the Purchaser's request.

5. Contract management

5.1 Nominated persons

For the purposes of ensuring a productive and efficient relationship between the Purchaser and the Service Provider under and in respect of this POC:

- (a) the Purchaser nominates the person or persons specified in Item 2 of Schedule 1 as its POC Contract Manager; and
- (b) the Service Provider nominates the persons specified in Item 2 of Schedule 1 as its:
 - (i) POC Relationship Manager and alternates; and
 - (ii) Site Manager, in respect of each of the site(s) and/or location(s) at which Security Services are being provided.

5.2 Roles and responsibilities of the POC Contract Manager and POC Relationship Manager

- (a) It is the intention of the Parties that the roles of the POC Contract Manager and POC Relationship Manager will be to deal with all queries or relating to contract management, the relationship of the Parties and the overall operation of this POC.
- (b) The POC Relationship Manager and Site Manager(s) must be available at all times during Business Hours, and at all other times following reasonable notice by the POC Contract Manager, to meet with the POC Contract Manager and discuss any matters arising under or in connection with this POC.

5.3 Replacement of nominated persons

- (a) The Purchaser may, from time to time, nominate a replacement POC Contract Manager by notice in writing to the Service Provider. The appointment of the replacement POC Contract Manager will be effective for the purposes of this POC from the date on which notice is given to the Service Provider.
- (b) The Service Provider may only replace a POC Relationship Manager if:
 - (i) the proposed replacement POC Relationship Manager is of an equal or higher seniority as the POC Relationship Manager or alternate to be replaced; and
 - (ii) the change to the POC Relationship Manager will not adversely affect the quality of the relationship between the Purchaser and the Service Provider.
- (c) Unless otherwise agreed, a replacement POC Relationship Manager or alternate (as the case may be) must be appointed no later than 5 Business Days after the previous POC Relationship Manager or alternate ceases to act in that capacity.
- (d) The POC Contract Manager may delegate its powers and functions to any person as long it notifies the Service Provider in writing which functions it is delegating and to whom (including the delegate's title).

5.4 Responsibility Chart

- (a) To further detail the role and responsibilities of the persons nominated in clause 5.3 if requested by the Purchaser in writing, the Service Provider will, promptly following its entry into this POC, prepare a chart identifying the key tasks and obligations under this POC, and the Party or person responsible for completing or otherwise performing the relevant task or obligation (a Responsibility Chart).
- (b) To assist with the management and successful implementation of the tasks and obligations contained in this POC, the Parties agree to regularly review and update the Responsibility Chart throughout the Term.

5.5 Contract management and performance review

- (a) The POC Contract Manager and the POC Relationship Manager must meet at the time and in the manner specified in Item 8 of Schedule 1 to discuss contract management issues and to review the Service Provider's performance under this POC.
- (b) Without limiting its review under clause 4.1, the Purchaser may, from time to time, review the performance of the Service Provider, including the following criteria:
 - (i) ability of the Service Provider to provide competitive Rates and Fees;
 - (ii) compliance with the No Less Favourable Mechanism; and
 - (iii) compliance with the Service Levels.
- (c) The Purchaser may appoint an independent auditor or industry expert to assist the Purchaser in conducting a performance review. As part of the review, the Purchaser may measure the Service Provider's performance to determine if it matches, or is competitive with, then current market practice and performance of similar and comparable Security Services.
- (d) The Service Provider must do all things necessary (including providing any records and accounts reasonably requested by the POC Contract Manager or the independent auditor or expert) to assist the Purchaser in carrying out a performance review.

6. Subcontractors

- (a) The Service Provider must not subcontract any of its obligations under this POC to any third party unless the third party receives the prior written approval of the Purchaser in accordance with this clause 6. A breach of, or failure to comply with, this clause 6 by the Service Provider will constitute a material breach of this POC.
- (b) Prior to the engagement of any Subcontractor, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's written approval. Such notice must be provided within a reasonable time and contain the following information:
 - (i) details of the proposed Subcontractor (including trading name, ABN/ACN and any other relevant details);
 - (ii) the relevant purpose(s) for engaging a subcontractor as set out in clause 6(d);
 - (iii) a detailed explanation as to why a subcontractor must be engaged for the purpose identified in clause 6(b)(ii);

- (iv) the duration of the proposed engagement;
 - (v) the subcontractor's capabilities in performing similar Security Services;
 - (vi) the subcontractor's financial standing;
 - (vii) a copy of the proposed Subcontractor's contract of engagement between the Service Provider and the subcontractor (provided that commercially sensitive payment or security terms, and pricing information, may be omitted);
 - (viii) acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC
 - (ix) certification of all relevant insurances required under clause 24.
 - (x) a statement of compliance from the relevant Subcontractor(s) with this POC and all rights and obligations arising under it, including audit requirements;
 - (xi) any other information the Service Provider considers relevant; and
 - (xii) any other information that the Purchaser may request.
- (c) The Purchaser may, in its absolute discretion approve the engagement of the Subcontractor, imposing any restrictions or conditions the Purchaser considers necessary. The Purchaser will notify the Service Provider of its decision in writing (including reasons for its decision) within 7 Business Days of receiving the Notice of Intent.
- (d) The Purchaser will only exercise its discretion to approve under clause 6(a) if satisfied that the engagement is for one of the following purposes:
- (i) Surge Requirements on Short Notice;
 - (ii) the Service Provider does not have the capability or license to provide the Security Services required and those Security Services are outside what is considered to be a standard service; or
 - (iii) in exceptional circumstances, as determined by the Purchaser.
- (e) For the purposes of clause 6(d):
- (i) Surge Requirements means a requirement, in the reasonable opinion of the Purchaser, to provide heightened security for a limited duration; and
 - (ii) Short Notice means notice of less than 72 hours from the Purchaser to the Service Provider.
- (f) An Approved Subcontractor that seeks to further subcontract work for any purpose will be required to seek approval from the Purchaser in accordance with the process outlined in this clause 6.
- (g) If the Purchaser approves a proposed Subcontractor under clause 6(a), the Service Provider must notify the Lead Department and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Parties acknowledge that the Lead Department may under the SPC Agreement, in its absolute discretion, terminate the relationship with an Approved Subcontractor at any time prior to the end of the proposed engagement by notice in writing to the Service Provider.
- (h) The Service Provider must:
- (i) ensure that the terms of the Service Provider's contract of engagement with an Approved Subcontractor with respect to obligations of each Approved Subcontractor in respect of:

- (A) compliance with Policies;
- (B) subcontracting;
- (C) time of the essence;
- (D) the provision of equipment and personnel;
- (E) drug and alcohol testing of, and conduct of, Personnel engaged or employed to provide Security Staff;
- (F) incorporation of the No Less Favourable Mechanism in pricing;
- (G) Intellectual Property Rights;
- (H) confidentiality;
- (I) privacy; and
- (J) data protection,

are the same or substantially the same as those imposed on the Service Provider under this POC. Nothing in this clause 6(h) will operate as a waiver, release or relaxation of the Service Provider's obligations to ensure that its obligations under this POC, with respect to the matters listed in this paragraph (i), are fulfilled;

- (ii) ensure that those terms and conditions include provisions:
 - (A) that permit the Lead Department and/or the Purchaser to have access and audit rights to the same extent as those rights apply to the Service Provider under the SPC Agreement and this POC, and that the Subcontractor permits the Lead Department to have access to premises, operations and records of the Subcontractor, and to audit such premises, operation and records, as if they were the premises, operations and/or records of the Service Provider; and
 - (B) that require the Subcontractor to comply with other particular provisions of this POC that are nominated by the Lead Department;
- (iii) ensure that the rights of the Lead Department and the Purchaser are held on trust for, and exercisable by, the Lead Department and/or the Purchaser;
- (iv) ensure, through appropriate contractual requirements, that each Subcontractor includes the terms and conditions set out in clause 6(h) in each and every subcontract that the Subcontractor enters into under this POC; and
- (v) ensure, through appropriate contractual requirements, that all other parties performing the Service Provider's obligations under this POC are bound by the terms and conditions set out in Schedule 9.
- (vi) For the purposes of this clause, the performance of any of the Service Provider's obligations or the exercise of any of its rights under this POC by a Related Company of the Service Provider is taken to be subcontracting, whether or not the performance or exercise is undertaken pursuant to agreement or otherwise.

7. Access to records and auditing requirements

7.1 Access to records

- (a) The Service Provider must, during the Term and for a period of seven years after the expiry or termination of this POC, keep true and detailed:
 - (i) records of all Security Services supplied under this POC; and

- (ii) accounts and records associated with any of the above records or otherwise with the Service Provider's performance under this POC, including all supporting materials used to generate and substantiate invoices submitted in respect of the Security Services supplied under this POC.
- (b) Upon the expiry or termination of this POC, if requested by the Purchaser, the Service Provider must transfer to the Purchaser copies of the accounts and records referred to in clause **Error! Reference source not found.** where they are public records for the purpose of the *Public Records Act 1973* (Vic). The Purchaser must meet the Service Provider's reasonable direct cost of supplying such copies.
- (c) When transferring records under clause **Error! Reference source not found.**, the Service Provider must transfer the records in the format and medium reasonably required by the Purchaser.
- (d) The Service Provider agrees to comply with any applicable State legislation relating to archival requirements. The Service Provider must cooperate with, and assist the Purchaser, to comply with any obligations imposed by the *Public Records Act 1973* (Vic).

7.2 Right to access for audit and or inspection purposes

- (a) The Purchaser or its duly authorised representatives (Purchaser's Authorised Representatives) will have the right, after giving reasonable notice at any time during Business Hours, to inspect and/or audit the accounts and records of the Service Provider and any Subcontractor relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of, or extracts from, any such records.
- (b) Without limiting clause **Error! Reference source not found.**, the Purchaser or the Purchaser's Authorised Representatives may, at any time and in their full discretion, perform an unannounced audit and/or inspection during Business Hours of the Service Provider and any Subcontractor's accounts and records relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of or extracts from any such records.
- (c) The Service Provider must, and must ensure that any Subcontractor, provides the Purchaser or the Purchaser's Authorised Representatives with any requested information for the purposes of the inspection and/or audit within a reasonable period of time, but no later than seven Business Days of the request being made.
- (d) In addition to requesting relevant information, the Purchaser or the Purchaser's Authorised Representatives may, at their full discretion, conduct interviews with any Personnel who may hold information relevant to the inspection and/or audit.
- (e) The right of access and audit granted under clause **Error! Reference source not found.** may be exercised by the Purchaser at any time during the Term or in the seven year period following the expiry of the Term.
- (f) For the avoidance of doubt, the Purchaser will be solely responsible for the costs of conducting any audit under clause **Error! Reference source not found.**

7.3 Subcontracting Requirements

- (a) The Service Provider acknowledges that it will be responsible for ensuring that any Subcontractor complies with this clause 7 and fully co-operates with the Purchaser or the Purchaser's Authorised Representatives, in good faith, to enable it to discharge its reporting and auditing and/or inspection requirements.

8. Price for the Security Services

8.1 Price Schedule

- (a) The Service Provider acknowledges and represents that the rates and fees set out in Schedule 2 are the maximum (ceiling) Rates and Fees the Service Provider may charge the Purchaser for Security Services under this POC, and are the maximum Rates and Fees the Purchaser will, subject to this POC, be obliged to pay for those Security Services.
- (b) Subject to any change in the Rates and Fees for the Security Services resulting from the application of any express provision of the SPC Agreement or the implementation of Revised Rates and Fees under clauses 3.6(c) or 3.7, the Rates and Fees are fixed for the duration of the POC. The Parties agree that expenses or other disbursements may only be charged by the Service Provider in accordance with Schedule 2.
- (c) The Rates and Fees must not exceed the rates and fees specified in the 'Price Schedule' of the SPC Agreement (as applicable following any adjustment under the SPC Agreement).
- (d) Any amounts charged by the Service Provider in excess of the Rates and Fees specified in the SPC Agreement will be refundable to the Purchaser and will be a debt due and payable by the Service Provider to the Purchaser.

9. Security Services Staff

9.1 General requirements

- (a) Each of the Security Staff must:
- (i) hold the licences, accreditations and certifications prescribed in the Technical Specifications and General Specifications, and such licences, accreditations and certifications must be current at all times while such Security Staff are listed on the register to be maintained under clause 9.1(h)
 - (ii) have the minimum level of experience in the delivery or provision of the Security Services for which they are deployed from time to time that is specified in either or both of the Technical Specifications and General Specifications; and
 - (iii) be of good character, and capable of acting in good faith while providing Security Services.
- (b) The Purchaser may, at any time, by written notice, direct that, in respect of:
- (i) the delivery of particular Security Services; and/or
 - (ii) the delivery of Security Services at a particular site or location,

the Service Provider may only deploy Personnel as Security Staff if such Personnel are approved by the Purchaser.

- (c) If the Purchaser makes a direction under clause 9.1(b), the Service Provider must not deploy any Personnel as Security Staff, in respect of the particular Security Services and/or site(s) or location(s) specified in that direction unless such Personnel are approved by the Purchaser, and such approval is recorded in the Security Staff Register.
- (d) In order that particular Personnel be approved, the Service Provider must prepare and submit to the Purchaser an application containing the following information and documentation:
- (i) the name and address, and contact telephone numbers (home and if applicable mobile) of the Personnel;
 - (ii) the particular Security Services for which that individual will be deployed;
 - (iii) a certified copy of all licences, accreditations and certifications held by each member of the Personnel, and a record of when such licences, accreditations and certifications expire, and any conditions, limitations or prohibitions attaching to such licences, accreditations and certifications;
 - (iv) a certified copy of each Security Staff's driver's licence or passport;
 - (v) two colour passport-size photographs of the Personnel;
 - (vi) a certified copy of a police records check in respect of the Personnel; and
 - (vii) such other details as are necessary to demonstrate that Personnel's suitability to be approved to provide Security Services, or the particular Security Services for which the Service Provider proposes to deploy such Personnel.
- (e) In making an application in respect of an individual under clause 9.1(d), the Service Provider, on its own behalf and as agent for that individual:
- (i) warrants that the information and documentation contained in the application is genuine, accurate and up to date;
 - (ii) unconditionally authorises the Purchaser (or its officers, agents, employees or contractors) to make any and all enquiries the Purchaser considers necessary to satisfy itself of the identity, qualifications, background and suitability of that individual to be approved; and
 - (iii) agrees to indemnify the Purchaser (and those of its officers, agents, employees or contractors who undertake such enquiries on behalf of the Purchaser) against any claims, demands, actions or proceedings brought against the Purchaser (and/or such officers, agents, employees or contractors) arising from, or in connection with, the making of such enquiries or the Purchaser's decision to approve or reject the applications made in respect of such individual.
- (f) The Purchaser will notify the Service Provider, in respect of each application for approval made under clause 9.1(d), whether such application is approved or rejected. A decision to approve or reject an application will be made by the Purchaser in its absolute discretion, provided that, if a particular individual has been approved for the purposes of equivalent security services, or an equivalent site or location, under a POC entered into by another purchaser, the Purchaser will not unreasonably withhold or delay its approval of that individual unless:

- (i) the approval of such individual relates to Security Services that are different to those for which that individual is already approved under another POC; or
 - (ii) the requirements of the Technical Specifications for the Security Services for which that individual will be deployed are such those Security Services that are not directly comparable to the services being provided under that other POC.
- (g) The Purchaser may, for the purposes of clause 9.1(b), approve a given individual subject to conditions, and the deployment of that individual as Security Staff to provide the relevant Security Services and/or to provide Security Services at a given site or location, will be subject to the Service Provider procuring compliance with those conditions.
- (h) The Service Provider will create and maintain throughout the Term a register, which may be in physical or electronic format, of all Security Staff that are deployed by it for the purposes of providing Security Services under this POC (**Security Staff Register**). The Security Staff Register must contain, for each of the Security Staff:
- (i) the details and documents listed in clause 9.1(d);
 - (ii) the details of the Security Services for which each individual is approved for the purposes of clause 9.1(b) of this POC;
 - (iii) the details of any conditions attaching to the Purchaser's approval of such individual.

For the purposes of this POC, a reference to Security Staff who are 'registered' means that the required details of such Security Staff appear on the Security Staff Register.

- (i) For the avoidance of doubt, the Service Provider is not required to procure the Purchaser's approval of Security Staff, unless the Purchaser issues a direction under clause 9.1(b) in respect of particular Security Services or particular sites or locations. In respect of each of its Security Staff, the Service Provider must still comply with clauses 9.1(a) and 9.1(h), notwithstanding that it is not required to obtain the Purchaser's approval of such Security Staff.
- (j) The Service Provider must make the Security Staff Register available for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (k) The deployment by the Service Provider of an individual as Security Staff:
 - (i) who is not approved and/or who does not appear in the Security Staff Register; or
 - (ii) in breach of clause 9.1(c),
 will constitute a material breach of this POC.

9.2 Availability of Security Staff

- (a) The Service Provider will ensure that, at all times, it has sufficient numbers of Security Staff who are duly approved and registered, to provide the Security Services under this POC.
- (b) Unless it is a condition of the approval of a particular individual or individuals by the Purchaser, the Service Provider is not obliged to ensure that:
 - (i) particular Security Services are provided only by nominated Security Staff; or

- (ii) particular Security Staff provide Security Service exclusively to the Purchaser.
- (c) The Service Provider must create and maintain a roster that specifies:
 - (i) which Security Staff will be providing Security Services;
 - (ii) the Sites at which such Security Staff will be providing Security Services; and
 - (iii) the dates and times during which such Security Staff will be providing Security Services at each such Site.
- (d) The Service Provider must produce the roster required for the purposes of clause 9.2(c) for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (e) The Service Provider must use all commercially reasonable endeavours to retain approved and registered Security Staff throughout the Term.

9.3 Removal and deregistration of Security Staff

- (a) The Service Provider must remove any Security Staff from the provision of Security Services at a given Site, or generally, if directed to do so in writing by the Purchaser. The Purchaser may make such direction if the relevant individual:
 - (i) has been involved in any Wilful Default or illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides Security Services;
 - (ii) in the reasonable opinion of the Purchaser:
 - (A) is or has become incapable of efficiently performing his or her duties as Security Staff;
 - (B) is not, or becomes a person who is not, suitable to be involved in the provision of Security Services, either at the relevant Site or generally; or
 - (C) is or becomes a person whom it would not be in the public interest for the Service Provider or the Purchaser to engage or be associated with;
 - (iii) has, or becomes likely to acquire, a criminal record.
- (b) Where the Purchaser makes a direction for reasons specified in either paragraphs 9.3(a)(i) or 9.3(a)(ii), such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 9.3(d), the Service Provider must make such adjustments or amendments to the Security Staff Register to reflect the Purchaser's direction.
- (c) If an individual is the subject of a direction made by the Purchaser under clause 9.3(a), the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Security Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Purchaser's written consent to do so.
- (d) The Purchaser may, in addition to issuing a direction under clause 9.3(a), also direct that the individual that is the subject of clause 9.3(a) be de-registered. Where a direction under this clause is made, the Service Provider must record in the Security Staff Register that that individual is no longer approved by the Purchaser for the purposes of this clause 9.

10. Step-in and Step-Out

10.1 Step-in

- (a) Without limiting the Purchaser's rights under this clause 10.1, if the Service Provider has:
- (i) failed to carry out any Security Services when required by this POC;
 - (ii) failed to pay any of its Security Staff or Subcontractors engaged to carry out all or part of the Security Services;
 - (iii) carried out Security Services that are substandard, non-workmanlike, do not comply with the General Specification and/or Technical Specification; or
 - (iv) otherwise has not acted in accordance with the requirements of this POC,
 - (v) the Purchaser may issue a written notice to the Service Provider:
 - (vi) specifying those failures or breaches, and requiring the Service Provider to rectify those failures or breaches, and demonstrate such rectification, within 5 Business Days; and
 - (vii) advising the Service Provider that if those failures or breaches are not rectified within the 5 Business Days required in clause 10.1(a)(v) to the Purchaser's satisfaction, the Purchaser may suspend payment under this POC.
- (b) If the Service Provider does not rectify the failures or breaches with respect to the Security Services set out in the notice issued under clause 10.1(a) within the five Business Days, to the satisfaction of the Purchaser, the Purchaser may, without limiting its rights under this clause:
- (i) suspend payment of fees and other amounts payable to the Service Provider under this POC ; and
 - (ii) appoint a person (Step-in Party) to carry out or rectify those Security Services.
- (c) For the avoidance of doubt, any Step-in Party appointed by the Purchaser under clause 10.1(b)(ii) is appointed to ensure that the failures and breaches set out in the notice issued under clause 10.1(a) are duly rectified, but not entitled to perform any future Security Services remaining to be completed.
- (d) The Step-in Party may do anything in respect of those Security Services that the Service Provider could do, including:
- (i) have access to any Site at which those Security Services are to be carried out;
 - (ii) having access to those systems, records, Personnel and equipment of the Service Provider that are applied or deployed in the provision of Security Services under this POC;
 - (iii) do anything the Purchaser considers necessary to carry out or rectify those Security Services or to overcome any risk or mitigate any consequences resulting from the Service Provider's failure to carry out or complete them; and
 - (iv) do anything incidental to the above.
- (e) The Service Provider must co-operate with the Step-in Party and do all things reasonably necessary to ensure that the Step-in Party is able to exercise the rights referred to in clause 10.1(d), and carry out the affected Security Services and/or

rectify the breaches or failures in respect of those Security Services set out in the notice issued under clause 10.1(a).

- (f) The Service Provider shall have no right to any compensation or allowance for any action taken by the Purchaser pursuant to this clause 10 or anything done or not done by the Step-in Party.
- (g) The Purchaser shall be entitled to suspend payment under this POC until the Step-in Party has rectified the relevant failures or breaches on the part of the Service Provider and may set off from any such payments in accordance with clause 11 as a debt due from the Service Provider to the Purchaser any amount payable by the Purchaser to the Step-in Party and any costs incurred by the Purchaser arising from the exercise of its rights under this clause 10.
- (h) If the Service Provider does not rectify those failures or breaches set out in the notice issued under clause 10.1(a) to the satisfaction of the Purchaser because the labour disturbance continues for more than 5 Business Days or labour disturbances occur over any two year period which in total amounts to 5 Business Days, the Purchaser may immediately terminate this POC and in that case also exercise a right to take over the whole or any part of the Security Services remaining to be completed and for that purpose and insofar as it may be necessary, exclude from the Sites at which the Security Services are being carried out the Service Provider or any other person concerned in the performance of the Security Services under this POC.
- (i) If the Purchaser elects to exercise the right under clause 10.1 the Purchaser may complete the whole or any part of the Security Services outstanding and for that purpose may let a contract for such Security Services or may employ any person to carry out that Security Service.

10.2 Step-out

- (a) If the Purchaser has appointed a Step-in Party under clause 10.1, the Purchaser may cease the appointment of the Step-in Party at any time.
- (b) If the Purchaser elects to cease the appointment of the Step-in Party, the Purchaser will, if reasonably practical to do so, give prior notice to the Service Provider and in any event will, as soon as practical, provide notice to the Service Provider that the Purchaser has ceased the appointment of the Step-in Party.
- (c) Upon the Purchaser ceasing the appointment of the Step-in Party pursuant to clause 10.2(a):
 - (i) the Service Provider must immediately recommence performance of the Service Provider's obligations which were suspended pursuant to clause 10.1; and
 - (ii) the Purchaser will, at the cost and expense of the Service Provider, give reasonable assistance to the Service Provider to ensure that the process of the Purchaser ceasing the appointment of the Step-in Party and the Service Provider recommencing to perform its obligations is effected as smoothly as possible.

11. Invoicing and payment

11.1 Invoicing

- (a) All fees for Security Services provided in a given period will be payable in arrears, and not in advance. If, contrary to the previous sentence, an amount appears in an invoice, which relates, or purports to relate, to a future period will, notwithstanding that it appears in that invoice, become payable only at the conclusion of that future period.
- (b) The Service Provider must submit to the Purchaser a Tax Invoice or Tax Invoices in respect of each POC with the frequency specified in Item 3 of Schedule 1.
- (c) A Tax Invoice submitted for payment pursuant to clause 11.1(b) must contain each of the matters specified in Item 3 of Schedule 1 and be sent to the address specified in Item 3 of Schedule 1.

11.2 Payment of Invoice

- (a) Subject to the remainder of this clause 11.2 and clause 11.1, the Purchaser will pay the invoiced amount to the Service Provider within 30 days of receipt of the invoice, in the manner specified in Item 4 of Schedule 1.
- (b) An invoice will not be paid until such time as the invoice is certified for payment by the POC Contract Manager of the Purchaser. An invoice will not be certified for payment unless the POC Contract Manager is satisfied that it is correctly calculated with respect to the Security Services that are the subject of the relevant POC and the Service Provider is entitled to claim payment.
- (c) If the POC Contract Manager disputes the invoiced amount (whether in whole or in part) for any reason, the Purchaser must pay the undisputed amount of such invoice (if any) and notify the Service Provider of the amount the Purchaser believes is due for payment. If the Purchaser and the Service Provider are unable to agree on the balance of the invoiced amount, the dispute will be addressed in accordance with clause **Error! Reference source not found.**
- (d) Payment of an invoice is not to be taken as:
 - (i) evidence of an admission that the Security Services have been provided in accordance with this POC or the SPC Agreement, including compliance with Service Level Requirements or Purchaser KPIs;
 - (ii) evidence of the value of the Security Services supplied; or
 - (iii) an admission of liability,
 but must be taken only as payment on account.

11.3 Fair payment

- (a) Where the value of the POC is less than \$3 million, the Purchaser will, on demand by the Service Provider, pay simple interest on a daily basis on any overdue amount, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- (b) For the purposes of clause 11.3(a), overdue amount means an amount (or part thereof) that:
 - (i) is not, or is no longer, disputed in accordance with this POC;

- (ii) is due and owing under a Tax Invoice properly rendered by the Service Provider in accordance with this POC; and
- (iii) has been outstanding for more than 30 days from the date of receipt of the invoice or the date that the amount ceased to be dispute, as the case may be.

11.4 Payment of Security Staff and Subcontractors

- (a) The Service Provider acknowledges and agrees that its obligations to pay Security Staff and any Subcontractors is not conditional on its receipt of payment of fees and other amounts due and/or payable to it from the Purchaser, and the Service Provider must not fail to pay, or withhold payment, of any amounts or entitlements due and/or payable to Security Staff or any Subcontractors on the ground that the Service Provider has not received payment of a given amount from the Purchaser. A breach of this clause 11.4(a) by the Service Provider will constitute a material breach.
- (b) The Service Provider is required to make and deliver to the POC Contract Manager within seven Business Days of the end of each month a statutory declaration or other document required by the POC Contract Manager confirming that all Security Staff (including those employed or engaged by Subcontractors) engaged in the provision of the Security Services have been paid all moneys due and have complied with the No Less Favourable Mechanism. The statutory declaration or other document is to be in a form approved by the Purchaser and is to be accompanied by a fully itemised statement indicating payments made to all Security Staff for the month to which the declaration relates.
- (c) The Service Provider shall, at the written request of the POC Contract Manager, produce wages books, receipts for contributions to the appropriate superannuation fund for Security Staff as well as but not limited to all documentation including forms for tax deductions, and any other documents which may be relevant to engaging Security Staff for the Security Services. The POC Contract Manager may make this request at any time.
- (d) At the written request of the Service Provider, the Purchaser may (but will not be obliged to) make payments directly to any Security Staff of the Service Provider (or any Subcontractor) on behalf of the Service Provider (such amounts to be deducted from the amounts payable by the Purchaser to the Service Provider for the provision of the Security Services to which the payments relate).
- (e) If any Personnel of the Service Provider obtains a court order in respect of moneys referred to in clause 11.4(a) and produces to the Purchaser the court order that it remains unpaid, the Purchaser may pay the amount of the order, and the costs included in the order, to such Personnel and the amount paid shall be a debt due from the Service Provider to the Purchaser.
- (f) Notwithstanding anything else in this clause 11.4, the Purchaser will not make any payment to Personnel of the Service Provider (or any Subcontractor) if it becomes aware that the Service Provider, or Subcontractor, as the case may be, has been the subject of an Insolvency Event, without the prior agreement of the official receiver, liquidator, administrator or controller appointed to the Service Provider or Subcontractor (as the case may be).

11.5 Staff Costs

- (a) The Service Provider will indemnify and keep indemnified the Purchaser from and against all liability for the Staff Costs in any way relating to the Security Services.
- (b) If the Purchaser is or becomes liable to pay any Staff Costs, the Purchaser may deduct the amount of its liability for the Staff Costs from any amount due by the Purchaser to the Service Provider, whether under this POC or otherwise.

11.6 Set off and Right to Recover Moneys

- (a) The Purchaser may set off against any sum owing to the Service Provider under this POC any amount then owing by the Service Provider to the Purchaser.
- (b) The Purchaser reserves the right to recover all overpayments howsoever occurring and in particular to recover overpayment made in the event of the Service Provider at any time submitting an invoice that includes a claim for any Security Services not completed.

12. Access and safety

12.1 Access to premises

If the Service Provider requires access to the premises of the Purchaser in connection with the provision of the Security Services, the Purchaser will, subject to its usual security requirements, permit the Service Provider reasonable access to the premises at such times as may be reasonably necessary to enable the Service Provider to provide the Security Services.

12.2 Obligations

When the Service Provider enters the premises of the Purchaser, the Service Provider must and must ensure that its Personnel use all reasonable endeavours to:

- (a) protect people and property;
- (b) prevent nuisance and unnecessary noise and disturbance; and
- (c) act in a safe and lawful manner and comply with the safety standards and policies of the Purchaser, as the case may be (as notified to the Service Provider) and comply with any lawful directions of the Purchaser (and/or the Purchaser's Authorised Representatives).

13. Bank Guarantee

13.1 Provision of Bank Guarantee

The Service Provider will, to the extent specified in Item 5 of Schedule 1, provide or procure a Bank Guarantee or other similar arrangement substantially in the form specified in Schedule 11.

13.2 Form of Bank Guarantee

- (a) Where a Bank Guarantee is specified in Item 5 of Schedule 1, the Bank Guarantee must:
 - (i) have a face value in the amount set out in Item 5 of Schedule 1; Schedule 1 Purchase Order Contract Details and

- (ii) remain valid and enforceable until the date of its return in accordance with this POC.
- (b) If any claims are made against the Bank Guarantee at any time, the Service Provider must, within a period not exceeding 20 Business Days, reinstate the Bank Guarantee to the level required by the Purchaser, provided that the level required shall not exceed the level required prior to the making of a claim.
- (c) After the expiration or termination of this POC, the Purchaser must return to the Service Provider the Bank Guarantee within 21 days of a written request by the Service Provider, provided that there is no amount owing and payable to the Purchaser under this POC.

14. Intellectual Property Rights

14.1 Ownership of Pre-Existing Intellectual Property

The Purchaser's and the Service Provider's Pre-Existing Intellectual Property will remain vested in each of them (or the relevant third parties).

14.2 Licence of Service Provider Intellectual Property

- (a) Without limiting any of the Lead Department's rights in respect of Disengagement, the Service Provider hereby irrevocably and unconditionally grants to the Purchaser a perpetual, non-exclusive, royalty-free, worldwide, transferable, irrevocable licence (including the right to sub-licence) to exercise all Intellectual Property Rights in any of the Service Provider's Pre-Existing Intellectual Property that is required to enable the ongoing provision of the Security Services, or equivalent services that the Purchaser may acquire following the expiry or termination of this POC, (whether from a third party or otherwise), or to enable the Purchaser (as the case may be) to receive the benefits of any of the Service Provider's obligations under this POC.

14.3 Licence by the Purchaser

The Purchaser grants the Service Provider a non-exclusive, non-transferrable, royalty-free licence to use the Purchaser's Pre-Existing Intellectual Property for the sole purpose of performing, and only to the extent required to perform, the Security Services and complying with its obligations under this POC for the Term.

14.4 Moral Rights

The Service Provider warrants that the Purchaser may use any of the copyright works in any Security Services in any way, without identifying any person as the individual responsible for creating any particular material comprised in it, without infringing the Moral Rights of any person.

14.5 Additional obligations

The Service Provider must do all things reasonably requested by the Purchaser to give full effect to this clause **Error! Reference source not found.**, including entering into further agreements to assign the rights referred to in clause **Error! Reference source not found.**, to the extent applicable.

14.6 Data

- (a) Data will remain (and, if necessary, will become) the property of the Purchaser. The Service Provider will supply to the Purchaser from the date of the creation all Intellectual Property Rights in any Data created by or on behalf of the Service Provider. For the avoidance of doubt, Data includes data that does not form part of the provisions of the Security Services.
- (b) If the Service Provider or a Subcontractor is deemed to be the first owner of any database right or other Intellectual Property Rights in the Data, it must assign those Intellectual Property Rights to the Purchaser.
- (c) The Service Provider must only use the Data to the extent necessary to perform its obligations under this POC.
- (d) The Service Provider must:
 - (i) subject to any more stringent requirements imposed pursuant to this POC, prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to the Data; and
 - (ii) comply with any policies of the Purchaser in effect from time to time in respect of the security disposal of equipment and destruction of records and the Data.
- (e) If the Service Provider suspects that any Data has (or may) become lost or corrupted or there is unauthorised access to that Data, it will immediately notify the Purchaser and propose remedial action, including action to ensure that this does not recur.
- (f) The Service Provider must not, and must ensure that its Personnel and Subcontractors do not, without the Purchaser's prior written consent:
 - (i) remove Data or allow the Data to be removed from the Purchaser's premises or equipment; or
 - (ii) take, disclose or make available the Data or allow the Data to be taken, disclosed or made available outside Victoria.

15. Liability

15.1 General Liability

- (a) The Service Provider at all times indemnifies and will continue to indemnify, hold harmless and defend the Purchaser and each of the Purchaser's personnel (**Indemnified Party**) against any liabilities, losses, damages, costs and expenses (including all legal costs determined on a full indemnity basis) (**Losses**) suffered or incurred by any Indemnified Party as a result of any demand, suit, action, claim or proceeding against an Indemnified Party where the Losses arise as a result of any of the following:
 - (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a claim, action or proceeding arising from or in connection with the exercise by any Security Staff of any powers to apprehend or question any individual;

- (iv) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
- (v) fraudulent acts or omissions of the Service Provider or its Personnel;
- (vi) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
- (vii) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
- (viii) loss or corruption of Data;
- (ix) any third party claim arising out of a breach of this POC by the Service Provider or its Personnel (including breach of warranty) or any negligent act or omission of the Service Provider or its Personnel; or
- (x) any infringement or alleged infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party,

except to the extent that any such Loss is caused by the negligence or other wrongful act or omission of the Indemnified Party.

- (b) If any indemnity payment is made by the Service Provider under this clause **Error! Reference source not found.**, the Service Provider must also pay to the Indemnified Party an additional amount equal to any tax which is payable by the Indemnified Party in respect of that indemnity payment.
- (c) The Purchaser may, in its absolute discretion, request or permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any litigation that may occur following a claim that receipt or use by the Purchaser of any Data or other Materials supplied by the Service Provider infringes the Intellectual Property Rights, Moral Rights or any other rights of a third party (an **IPR Claim**).
- (d) If the Purchaser, requests or permits the Service Provider to defend an IPR Claim in accordance with clause **Error! Reference source not found.**(c):
 - (i) the Service Provider must comply at all times with any Government policy relevant to the conduct of the IPR Claim (including the Model Litigant Guidelines) and with any conditions imposed and directions given by the Purchaser;
 - (ii) the Service Provider may not settle or compromise the IPR Claim conducted by it without the Purchaser's consent; and
 - (iii) the Purchaser may, at any time, give notice to the Service Provider that the Purchaser wishes to conduct the IPR Claim (including associated settlement discussions) and the Service Provider will permit the Purchaser to do so.

15.2 Limitation

- (a) Subject to clause **Error! Reference source not found.****Error! Reference source not found.**, each party's liability to the other party under this POC in respect of all losses, including direct and indirect losses, damages, liability, costs, expenses, suits and claim arising from a breach of contract, tort (including negligence) or otherwise, shall be limited (to the extent permitted by law) to \$20 million or such higher amount as may be agreed by the Service Provider and the Purchaser

- (b) Nothing in clause **Error! Reference source not found.** of this POC generally operates to limit the Service Provider's liability to the Purchaser in respect of:
- (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
 - (iv) fraudulent acts or omissions of the Service Provider or its Personnel;
 - (v) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
 - (vi) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
 - (vii) loss or corruption of Data;
 - (viii) an indemnity set out in this POC; or
 - (ix) any infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party.

15.3 No occupier's liability

- (a) To the maximum extent permitted by Law, neither the Purchaser nor any of their respective officers, employees, agents and invitees will be responsible for any damage done to the Service Provider's property or to that of any of the Service Provider's Personnel or for any personal injury sustained by any of the Service Provider's Personnel occurring on the Purchaser's premises as a result of:
- (i) the negligence or recklessness of such Service Provider's Personnel; or
 - (ii) if such Service Provider's Personnel has (or have) failed to comply with the occupational health and safety and security policies of the Lead Department or the Purchaser, as the case may be (as notified to the Service Provider).
- (b) The Service Provider unconditionally and irrevocably releases the Purchaser and their officers, employees, agents and invitees from all responsibility contemplated by clause **Error! Reference source not found.** and agrees to indemnify the Lead Department, each Purchaser and their respective officers, employees, agents and invitees (each an Indemnified Party) against any loss that the Indemnified Party may suffer as a result of any third party bringing an action against that Indemnified Party in relation to any such circumstances, except to the extent that such circumstances were caused directly as a result of the Indemnified Party's negligence or wilful act.

16. Warranties

The Service Provider represents and warrants that, as at the Commencement Date, and throughout the Term:

- (a) it has the right to enter into this POC and perform the Security Services in accordance with this POC;

- (b) in respect of the Security Services it has agreed to provide under this POC, it is duly appointed to the Panel in respect of each of the respective Service Categories of which those Security Services form part;
- (c) the execution, delivery and performance of this POC by it does not contravene any contractual, legal or other obligation that applies to it;
- (d) it is entitled to use and deal with any Intellectual Property Rights and Moral Rights which may be used by it in connection with the Security Services and to grant to the Purchaser the licences contemplated by this POC;
- (e) the receipt, possession or use of the Security Services, and/or Data or other Materials supplied by the Service Provider, by the Purchaser will not infringe the Intellectual Property Rights or other rights of any person or any Laws;
- (f) without limiting the Service Provider's Service Level obligations, the Security Services will be:
- (i) provided with due care and skill;
 - (ii) provided in accordance with all applicable standards, principles, practices and in accordance with the requirements of this POC; and
 - (iii) completed within a reasonable time;
- (g) it has the accreditation or membership of professional or other bodies, such as the Australian Security Industry Association, in relation to the provision of the Security Services as set out in the Tender Documentation and that it will use its best endeavours to maintain such accreditation or membership during the Term;
- (h) it holds all licences, certificates, permits, consents and authorisations required under any Law in relation to the provision of the Security Services, including licences required under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
- (i) it has, and will at all times during the Term have, sufficient human resources, equipment, systems, technology and other resources necessary to deliver Security Services to the Purchaser, in accordance with the terms of this POC;
- (j) it and each of its Security Staff (and any Subcontractors) are appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with this POC;
- (k) the Security Staff Register is maintained, accurate, up to date and complete;
- (l) its Security Staff (and any Subcontractors) are:
- (i) of good character and integrity;
 - (ii) current holders of Victorian Security Officer Licences under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any other Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
 - (iii) appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with the Service Level Requirements and Purchaser KPIs; and
 - (iv) trained, and will continued to be trained, with respect to Laws relating to private security;

- (m) whilst on the premises owned or controlled by the Purchaser, the Service Provider and its Security Staff will at all times comply with the Purchaser's lawful directions and policies, of which the Service Provider is notified or is otherwise aware, including any applicable occupational health and safety and security policies;
- (n) where the Purchaser has, either expressly or by implication, made known to the Service Provider any particular purpose for which the Security Services are required, the Security Services will be performed in such a way as to achieve that result;
- (o) each report provided by the Service Provider will be true, correct and complete in each particular; and
- (p) if the Service Provider is entering into this POC on behalf of a trust (Trust):
 - (i) it is a validly appointed trustee of the Trust;
 - (ii) there has not been any contravention of or non-compliance with any of the terms of the documents which established the Trust (Trust Deed);
 - (iii) it has the right to be indemnified out of, and take a lien over, the assets of the Trust;
 - (iv) this POC does not conflict with the operation or terms of the Trust or the Trust Deed;
 - (v) this POC constitutes valid and enforceable obligations of the Trust;
 - (vi) it has full and valid power and authority under the Trust to enter into this POC and to carry out the transactions contemplated by this POC (including all proper authorisations and consents);
 - (vii) it enters into this POC and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust; and
 - (viii) it is the sole trustee of the Trust.
- (q) For the avoidance of doubt, the warranty provided under clause 16(o) is a continuing warranty and made at the date of this POC and again on each date that a report is delivered.

17. Conflict of interest

- (a) The Service Provider warrants to the Purchaser that it does not, and will ensure that each of its Personnel do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with their duties and interest under this POC.
- (b) The Service Provider must promptly inform the Purchaser of any matter which may give rise to an actual or potential conflict of interest at any time during the Term.
- (c) The Service Provider acknowledges and agrees that failure to comply with this clause 17 will constitute a breach of a fundamental term of this POC.

18. Change in Control

- (a) The Service Provider must notify the Purchaser in writing of any change in Control of the Service Provider or any Subcontractor (or of the ultimate holding company of

the Service Provider or any Subcontractor, as the case may be) within seven Business Days of becoming aware of the change in Control (Notice).

- (b) The Notice must demonstrate the Service Provider's (or Subcontractor's) capacity to provide each of the Security Services (or, in the case of a Subcontractor, those Security Services that that Subcontractor has been engaged to provide), and continue to comply with the Service Levels, and the No Less Favourable Mechanism.
- (c) The Purchaser may, upon receiving the Notice, in its absolute discretion by notice in writing to the Service Provider, terminate this POC.
- (d) Any termination pursuant to clause **Error! Reference source not found.**(c) takes effect at the time nominated by the Purchaser, provided that the time nominated must be no later than the immediately succeeding 12 months after the Purchaser receives the Notice.
- (e) In the event of a change in Control from the incumbent Service Provider to a new service provider, the Service Provider must exercise its best endeavours when complying with its obligations under clause **Error! Reference source not found.**

19. Termination

19.1 Termination by the Purchaser for cause

Without limitation to any provision of this POC, where:

- (a) the Service Provider consistently fails to provide the Security Services in accordance with the requirements of this POC;
- (b) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any material breach of this POC (which in the reasonable opinion of the Purchaser is able to be remedied) within 10 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy that breach;
- (c) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any breach of this POC, other than a material breach, (which in the reasonable opinion of the Purchaser is able to be remedied) within 20 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy the breach;
- (d) any Security Staff cease to be available to provide the Security Services, or any Security Staff are unable to provide the Security Services in accordance with this POC, and the replacement mechanisms in clause 9 are unsuccessful;
- (e) the Service Provider materially breaches any substantive provision of this POC and in the reasonable opinion of the Purchaser such breach cannot be remedied;
- (f) the Service Provider or any of its Personnel employed or engaged to provider Security Services are guilty of criminal acts, fraud, dishonesty or any other serious misconduct;
- (g) the Service Provider commits any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable or which brings the reputation of the Service Provider into disrepute and as a consequence the Purchaser believes that its continued association with the Service Provider will be prejudicial or otherwise detrimental to the reputation of Purchaser or of the State;

- (h) the Service Provider's membership on the Lead Department's Security Service Panel is terminated under the SPC Agreement; or
 - (i) the Service Provider suffers an Insolvency Event,
- then the Purchaser may in its absolute discretion by notice in writing to the Service Provider immediately terminate this POC.

19.2 Termination without cause

- (a) The Purchaser may terminate this POC without cause by giving notice to the Service Provider.
- (b) If this POC is terminated pursuant to clause 19.2(a):
 - (i) The termination will take effect upon the Service Provider's receipt of the notice, or at such later date specified by the Purchaser in the notice;
 - (ii) The Purchaser will pay the Service Provider any unavoidable and substantiated costs which the Service Provider has incurred as a direct result of the termination, excluding any loss of profit; and
 - (iii) The Purchaser will have no other liability to the Service Provider in relation to that termination.
- (c) When the Purchaser issues a notice under clause 19.2(a), the Service Provider will immediately comply with any directions given in the notice and will do all that is possible to mitigate its losses arising from the termination of this POC.

19.3 Consequences of termination or expiry

- (a) The rights and obligations of the parties under this POC do not merge on completion of any transaction contemplated by this POC. Termination, suspension or expiry of this POC will not prejudice any right of action or remedy which may have accrued to either party prior to termination, suspension or expiry (as the case may be).
- (b) On the termination or expiry of this POC the Service Provider and its Subcontractors and Personnel cease to have any rights to use and retain:
 - (i) Data and other Materials supplied or licensed by the Purchaser during the Term, and the Service Provider must return to the Purchaser (or, if directed to do so by the Purchaser, to the Lead Department) all copies of such Data and other Materials that are in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel;
 - (ii) any Confidential Information of the Purchaser, and, unless it is required to retain particular Confidential Information in order to:
 - (A) perform its remaining obligations under this POC (including in respect of disengagement); or
 - (B) comply with reporting and other obligations imposed by Law,
 the Service Provider must, at the option of the Purchaser:
 - (C) return (and certify in writing such return) to the Purchaser;
 - (D) destroy (and certify in writing to the Purchaser such destruction); or
 - (E) destroy in the presence of one or more representatives of the Purchaser,

all Confidential Information in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel; and

- (iii) equipment, access and security passes and other property that has been provided or supplied to the Service Provider for the purposes of this POC, and the Service Provider must return (and certify in writing the return) of all such equipment, access and security passes and other property in the possession, custody or power of the Service Provider, any of its Subcontractors, or their respective Personnel, to the Purchaser.
- (c) To the extent that the Service Provider or any Subcontractor has not, as at the date of the expiry or termination of this POC, complied with the requirements of clause 14 in respect of particular Data or Materials, the Service Provider must comply (and/or procure that the relevant Subcontractor complies) with such requirements within 20 Business Days of such expiry or termination date, and otherwise within 5 Business Days of a written request to do so by the Lead Department.
- (d) Except to the extent required by the Purchaser, suspension or termination of the Service Provider's membership of the Panel pursuant to the SPC Agreement will not terminate this POC or release the Service Provider from its obligations to continue to perform the Security Services under this POC.
- (e) The Purchaser may, in its absolute discretion, terminate this POC immediately on written notice to the Service Provider, where the SPC Agreement is terminated.

19.4 Survival

Clauses 1, 2.3, 3, 14, 15, 19.3, 23, Insurance and 30.6 of this POC survive the termination or expiry of this POC and may be enforced at any time.

20. Disengagement

20.1 Overview

- (a) It is critical for the Purchaser to ensure that, following the expiry or termination of this POC, there is continuity not only in the delivery of Security Services, but also the fulfilment of all obligations and requirements of the contracting framework for the delivery of Security Services and, for that reason, the Purchaser relies significantly on the Service Provider fulfilling its Disengagement obligations. Accordingly, the Service Provider must:
 - (i) comply with this clause 20;
 - (ii) comply with its obligations specified in, and the requirements of, Schedule 13;
 - (iii) ensure that Disengagement occurs in a timely and orderly manner; and
 - (iv) do all other things reasonably necessary to effect Disengagement.

20.2 Disengagement Assistance

The Service Provider must supply the Disengagement Assistance to the Lead Department in accordance with Schedule 13.

20.3 Disengagement Plan

The Service Provider must prepare a Disengagement Plan in accordance with, and within the period(s) specified in, Schedule 13.

20.4 Continuation of business as usual

The Service Provider:

- (a) must continue to fulfil its obligations in accordance with the terms of this POC during the Disengagement Period (except to the extent that the applicable Disengagement Plan contemplates, or the Purchaser determines, that particular obligations need not be fulfilled, or will be undertaken by a third party or the Purchaser itself);
- (b) must ensure there is no degradation of quality of services provided to the Purchaser during Disengagement except to the extent set out in the applicable Disengagement Plan; and
- (c) acknowledges all Service Level Requirements and associated Service Rebates apply during the Disengagement Period.

20.5 Payment of cost for Disengagement Assistance

The Service Provider's rights to impose Fees in respect of the provision of Disengagement Assistance are specified in Schedule 13.

20.6 Extension of Disengagement Period

Notwithstanding clause 2.1(b), the Purchaser may elect to extend a given Disengagement Period one or more times, for such period as the Purchaser directs, by written notice to the Service Provider given at least 20 Business Days prior to the end date of that Disengagement Period, provided that the aggregate extension does not exceed 180 days.

21. Financial Capacity

The Purchaser reserves the right at any time during the Term to request that the Service Provider provide details of its, and any of its Subcontractors', financial capacity to continue to carry out the work under this POC. The Service Provider must respond promptly and in writing to such a request within five Business Days.

22. Accident compensation

The Service Provider must ensure that, in respect of its Personnel and any other persons engaged by the Service Provider to provide the Security Services, it:

- (a) complies with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic);
- (b) insures against its liability to pay compensation whether under legislation or otherwise; and
- (c) produces to the Purchaser on request any certificates or like documentation required by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

23. Confidentiality

23.1 Confidentiality

Without limiting any of its other confidentiality obligations under this POC, neither the Service Provider nor its Personnel are permitted, under any circumstances, to comment on any matters relating to this POC or the Purchaser's operations including discussion or comment on:

- (a) the condition of the Sites; or
- (b) policies of the Purchaser,
- (c) except to the Purchaser.

23.2 Use of Confidential Information

- (a) The Service Provider will (and will ensure that its Personnel and advisers will):
 - (i) use and reproduce Confidential Information only to perform its obligations under this POC; and
 - (ii) not disclose or otherwise make available Confidential Information other than to Personnel who have a need to know the information to enable the Service Provider to perform its obligations under this POC.
- (b) All Confidential Information will remain the property of the Purchaser and all copies or other records containing the Confidential Information (or any part of it) must be returned by the Service Provider to the Purchaser on termination or expiry of this POC.
- (c) The Service Provider acknowledges that the Purchaser will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Service Provider of this clause **Error! Reference source not found.** and without the need on the part of the Purchaser to prove any special damage.
- (d) The Service Provider must ensure that all records are stored and managed to ensure a high degree of confidentiality.
- (e) It is not a breach of this clause 23.2 for the Service Provider to disclose Confidential Information which it is obliged by law to disclose to the person to whom it is disclosed.
- (f) If the Service Provider is required, or anticipates or has cause to anticipate that it may be required, by law or court order to disclose Confidential Information, the Service Provider must immediately notify the Purchaser of the actual or anticipated requirement and use its best endeavours (without breach of applicable law) to delay and withhold disclosure until the Purchaser has had a reasonable opportunity to oppose disclosure by lawful means.

23.3 Disclosure of Service Provider's information

- (a) The Purchaser agrees to treat all information of or relating to the Service Provider that is provided to it under this POC by or on behalf of the Service Provider as confidential.
- (b) The Service Provider hereby consents to:
 - (i) the Purchaser (or such other governmental agency as may, from time to time, be responsible for doing so) publishing, whether on the internet or otherwise,

all such information as is necessary to comply with the requirements of the Contracts Publishing System;

- (ii) the Purchaser making available to the Victorian Auditor- General all information that is requested by the Auditor-General;
 - (iii) the Purchaser making available all information in relation to the Service Provider or this POC as may be required to comply with its obligations under the *Freedom of Information Act* 1982 (Vic);and
 - (iv) the Purchaser providing to the Lead Department information about this POC.
- (c) Nothing in this clause derogates from, or operates to limit, the Purchaser's rights to disclose Remuneration Information under, and in accordance with, Schedule 8.
- (d) The Service Provider warrants that it has obtained all necessary consents from any Security Staff, including those employed or engaged by Subcontractors, in order for the Confidential Information to be used and disclosed as contemplated by this clause 24 without the Purchaser or any other person to whom the Confidential Information is disclosed infringing any legal rights of any person or contravening any Legislative Requirements (including in respect of personal information).

23.4 Privacy

- (a) The Service Provider acknowledges that it will be bound by the PDP Act, Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, Privacy Obligations) with respect to any act done or practice engaged in by the Service Provider for the purposes of this POC, in the same way and to the same extent as the Privacy Obligations would have applied to the Purchaser in respect of that act or practice had it been directly done or engaged in by the Purchaser.
- (b) The Service Provider agrees that it will:
- (i) assist the Purchaser to comply with its obligations under the Privacy Obligations, to the extent reasonably possible;
 - (ii) immediately notify the Purchaser upon becoming aware of any breach of the Privacy Obligations and comply with all directions of the Purchaser in respect of the breach;
 - (iii) provide the Purchaser with such co-operation as the Purchaser requires in relation to resolving any complaint concerning privacy; and
 - (iv) provide access to or amendment of any record(s) a directed by the Purchaser.
- (c) The Service Provider agrees to comply with any directions made by the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner relevant to this POC.
- (d) Without limiting anything in this clause **Error! Reference source not found.**, in relation to any Personal Information obtained by the Service Provider in connection with this POC, the Service Provider must:
- (i) not collect, use, disclose store, transfer or handle the information except in accordance with the Privacy Obligations;
 - (ii) not, without the prior consent of the Purchaser, disclose the information to a person who is outside Victoria;

- (iii) take all reasonable steps to ensure that the information is protected from misuse, interference or loss, and from unauthorised access, modification or disclosure;
- (iv) take all reasonable steps to destroy or permanently de-identify information that is no longer needed for the purposes of this POC;
- (v) co-operate with any reasonable request or direction the Purchaser makes which relates to the protection of the information or the exercise of the functions of the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner;
- (vi) ensure that access to the information is limited to those of its Personnel who are required to access that information for the purposes of this POC; and
- (vii) comply with any reasonable direction of the Purchaser in relation to a complaint concerning privacy received by either party.

23.5 Data Protection

- (a) The Service Provider acknowledges that the Purchaser are bound by the Protective Data Security Standards.
- (b) The Service Provider warrants that it will not do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to contravention of a Protective Data Security Standard by the Purchaser in respect of any data held, used, managed, disclosed or transferred by the Service Provider on behalf of the Purchaser.

24. Insurance

- (a) The Service Provider must (and must ensure that any Subcontractors appointed by it under clause 6) obtain and maintain for the Term (and, in respect of insurances obtained on a claims made basis, for a period of seven years after the end of the Term) the insurances specified in Item 11 of Schedule 1.
- (b) The Service Provider must provide the Purchaser with evidence of the currency of any insurance it is required to obtain on or prior to submitting its first invoice under this POC, and otherwise on request by the Purchaser at any time during the Term.
- (c) Where any insurance the Service Provider is required to obtain and maintain expires during the Term (Initial Insurance), the Service Provider must provide the Purchaser with evidence of the currency of relevant replacement insurance prior to the expiration of the Initial Insurance.
- (d) Any insurance obtained pursuant to clause 24 must be:
 - (i) taken out with an insurer acceptable to the Purchaser; and
 - (ii) on terms (including any excess) which are acceptable to the Purchaser.
- (e) The Service Provider must not do or allow anything to be done which:
 - (i) reduces its insurance below the amounts set out in Item 11 of Schedule 1; or
 - (ii) makes any insurance policy obtained pursuant to this POC either void or voidable.
- (f) The Service Provider must notify the Purchaser in writing of any claims against the insurances effected by the Service Provider relating to this POC within a reasonable time after it becomes aware of the claims and provide such further

information to the Lead Department in relation to the claim as the Purchaser may reasonably require.

- (g) The Service Provider must provide all reasonable assistance in connection with any insurance claim made in connection with this POC.

25. Disputes

25.1 Nominated Representatives

If any dispute arises under or in connection with this POC (Dispute), the POC Contract Manager and the POC Relationship Manager must promptly meet and discuss in good faith with a view to resolving such Dispute.

25.2 Senior Executives

- (a) If any Dispute is not able to be resolved by the POC Contract Manager and the POC Relationship Manager within five Business Days, each Party must nominate a suitable senior executive (Executives), with the authority to settle the Dispute, and the Executives must promptly meet and discuss the Dispute in good faith with a view to resolving the Dispute.
- (b) Where suitable Executives are not able to be identified within five Business Days or the Purchaser considers it appropriate, the Dispute may be escalated to the Lead Department Category Manager and the Lead Department Contract Manager. The POC Contract Manager, POC Relationship Manager and Lead Department Representatives must promptly meet to discuss the Dispute in good faith with a view to resolving the Dispute.

25.3 Mediation

- (a) If any Dispute is unable to be resolved in accordance with clause 25.2 within 10 Business Days, the Parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- (b) The mediation will be conducted in accordance with the mediation guidelines of ADC (Guidelines) which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated in this POC.

25.4 Arbitration or litigation

- (a) If the Parties fail to settle any Dispute in accordance with clause 25.3, the Parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
- (b) If the Parties do not agree to refer the Dispute to arbitration in accordance with clause 25.4 either party may submit the Dispute for resolution to the exclusive jurisdiction of the Courts of Victoria, Australia.

25.5 Performance during Dispute resolution

The Parties to a Dispute will continue to perform their respective obligations under this POC pending the resolution of a Dispute under this clause **Error! Reference source not found..**

25.6 Interlocutory relief

Nothing in this clause **Error! Reference source not found.** is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such dispute. Except where a party seeks urgent interlocutory relief (including interim injunctions), neither Party may commence court proceedings relating to this POC before it has complied with the dispute resolution procedures under this clause **Error! Reference source not found.**

26. GST

26.1 Definitions

Terms used in this clause 26 have the same meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

26.2 Consideration is inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this POC are inclusive of GST.

26.3 Recipient to pay an additional amount

If the prices referred to in the Price Schedule are specifically noted to be exclusive of GST, the recipient of the taxable supply must pay to the Service Provider an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this POC.

26.4 Reimbursement

If this POC requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

26.5 Adjustment events

If an adjustment event arises in respect of a supply made under this POC, the additional amount payable on account of GST in accordance with clause 26.3 must be adjusted to reflect the adjustment event. A corresponding payment must also be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

27. Compliance with Laws, Policies and Victorian Government requirements

27.1 General Law and Policy

The Service Provider must, in performing its obligations under this POC:

- (a) comply with:
 - (i) all Laws affecting or applicable to the provision of Security Services by the Service Provider;

- (ii) all Policies;
 - (iii) the conditions of all authorisations, permits, consents, approvals and licences referred to in clause 16 and;
 - (iv) without limiting clause 27(1)(a) the provisions set out in Schedule 9; and
- (b) co-operate and actively engage with the Purchaser in order to ensure that it is aware of, understands and can comply with each of the Policies including:
- (i) security-specific Policies, other Policies relevant to the use of Security Services by the Purchaser such as gift policies and Policies of more general application such as data security and occupational health and safety Policies; and
 - (ii) new, amended, supplemented and replacement Policies from time to time.

27.2 The Supplier Code of Conduct

The Service Provider acknowledges that:

- (a) the Supplier Code of Conduct contained in Schedule 12 is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of Service Providers;
- (b) it has read the Supplier Code of Conduct; and
- (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Service Provider, whether under this POC or at Law.

28. Information Technology

- (a) Neither the Service Provider, nor its Personnel will introduce a virus, malicious code, malware or any disabling code to any computers or computer network of the Purchaser, either from a magnetic disk, magnetic tape, by e-mail or otherwise.
- (b) The Service Provider must ensure that it maintains appropriate virus protection software on all computers that are connected to the internet or may otherwise communicate with any of the Purchaser's computers.

29. Notices

29.1 Giving a communication

A notice, demand, certification, process or other communication relating to this POC must be in writing in the English language, and may (in addition to any other method permitted by law) be sent by pre-paid post, pre-paid courier or by email to the address and recipient which is set out in Item 6 of Schedule 1.

29.2 Time of delivery

A notice or document shall be taken to be delivered or served as follows:

- (a) in the case of delivery in person or by courier, when delivered;
- (b) in the case of delivery by post, five Business Days after the date of posting; and
- (c) in the case of electronic mail, if the receiving party has agreed to receipt in that form under this POC, and the message is correctly addressed to and successfully

transmitted to that party's electronic mail address (e-mail address), when acknowledgment of receipt is recorded on the sender's computer.

29.3 After hours communications

If any notice or document is delivered or deemed to be delivered:

- (a) on a Business Day after 5.00 pm in the place of receipt; or
- (b) on a day that is not a Business Day (i.e. Saturday, Sunday or a public holiday as defined in the *Public Holidays Act 1993* (Vic) in Melbourne),

it is taken as having been delivered at 9.00 am on the next Business Day.

30. General

30.1 Legal costs

Except as expressly stated otherwise in this POC, the Parties must pay their own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this POC.

30.2 Amendment and variation

- (a) This POC may only be varied or replaced by an instrument executed by the Purchaser and the Service Provider.

30.3 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this POC does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right by the first party.

30.4 Severability

Any provision of this POC which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

30.5 Rights cumulative

Except as expressly stated otherwise in this POC, the rights of a party under this POC are cumulative and are in addition to any other rights of that party.

30.6 Governing law and jurisdiction

- (a) This POC is governed by and is to be construed in accordance with Laws.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

30.7 Assignment of rights

- (a) The Purchaser may assign any of its rights under this POC at any time. The Purchaser must provide the Service Provider with written notice of this intention.
- (b) The Service Provider must not assign any right under this POC without the prior written consent of the Purchaser.
- (c) The Service Provider will be responsible for acts and omissions of any assignee.
- (d) Each party agrees to execute any documents necessary to document the exercise of a permitted right of assignment or novation under this POC.

30.8 Counterparts

This POC may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

30.9 Relationship of Parties

This POC is not intended to create a partnership, joint venture or agency relationship between the Parties.

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Schedule 1 Purchase Order Contract Details

Item 1 Term

Commencement Date: 6 April 2020
 Expiry Date: 30 April 2020
 Extension Period: Up to 30 June 2020 (as required by Purchaser)

Item 2 POC Contract Manager and POC Relationship Manager

POC Contract Manager

Name: PPO
 Title: Principal Policy Officer, Employment, Department of Jobs,
 Precincts and Regions
 Telephone: Personal Information
 Mobile: Personal Information
 Email: Personal Information @ecodev.vic.gov.au

POC Relationship Manager

Name: Jamie Adams
 Title: General Manager Victoria and Tasmania
 Telephone: Personal Information
 Mobile: Personal Information
 Email: Personal Information @msssecurity.com.au

Site Manager – [specify relevant site/location at which Security Services are provided]¹

Name: Anthony Bandiera
 Title: Business Manager Client Services
 Telephone: Personal Information
 Mobile: Personal Information
 Email: Personal Information @msssecurity.com.au

¹ Note: The requirement will be that there will be a Site Manager for each site or location at which Security Services are provided. Accordingly, where services are provided at multiple sites under a POC, the Service Provider will have to nominate a Site Manager for each site.

Item 3 Invoicing

Invoicing frequency

Invoices are to be submitted fortnightly to the Purchaser.

Invoice requirements

Invoices must contain the information necessary to be a tax invoice for the purposes of the *A New Tax System (Services and Services Tax) Act 1999* (Cth) in addition to the following:

- the Service Provider's ABN;
- any amount of GST paid or payable by the Service Provider with respect to the Fees;
- the Service Provider's address for payment;
- the Purchaser's Purchase Order number;
- full particulars of the Security Services provided which will allow the POC Contract Manager to verify that the Security Services to which the invoice relates have been performed;
- the Rate or Fees charged;
- the hours spent on providing the Security Services;
- the amortised interest charge of the bank guarantee for the period of the invoice; and
- any costs, expenses or disbursements.

Address for invoice:

All invoices must be sent to the POC Contract Manager.

Item 4 Payment

Electronic Transfer of funds.

Item 5 Bank Guarantee

N/A

Item 6 Notice particulars

Purchaser

Address: 1 Spring Street, Melbourne, Victoria, 3000
 Fax: N/A
 Email: Personal Inform@ecodev.vic.gov.au
 Addressee: PPO Principal Policy Officer, Employment, Department of Jobs, Precincts and Regions

Service Provider

Address: Gateway Business Park, Level 2, 63-79 Parramatta Road, Silverwater NSW 2128
 Fax: Personal Information
 Email: Personal Information@msssecurity.com.au
 Addressee: Jamie Adams, General Manager Victoria and Tasmania

Item 7 Contract Management and Performance

Contract management and performance issues are to be discussed (including a review of the KPIs) on the submission of each invoice.

Item 8 Documentation

Insert details of any additional documentation (other than the Tender Documentation) that forms part of this POC: N/A

Item 9 Access to the Purchaser's Sites

Directions relevant to the Service Provider's Access may include, but not be limited, to the following:

1. accessing the Designated Locations at such times as are notified by the POC Contract Manager; and
2. whilst performing the Security Services, acting in a safe and lawful manner and observing the security measures notified from time to time by the POC Contract Manager.
3. using entrances and exits nominated by the Purchaser;
4. not examining, copying, removing, or otherwise interfering with anything on the Designated Locations, except for the purpose of the performance of the Security Services;
5. protecting people and property; and
6. preventing nuisance and unnecessary noise and disturbance.

Item 10 Security Services Staff

As nominated by the Service Provider.

Item 11 Insurance

Type of coverage	Amount (AUD)
Public liability insurance	\$20 million per claim and in the aggregate in any 12 month policy period
Professional Indemnity Insurance	\$5 million per claim and in the aggregate in any 12 month policy period

Schedule 2 Rates and Fees

The Rates and Fees payable to the Service Provider in respect of the Security Services will be calculated on the pricing rates and in accordance with the Payment Preconditions, both as set out below.

1.Payment Preconditions

- 1.1 Prior to the Service Provider delivering the Security Services at any particular Designated Location, the Purchaser must approve in writing the Scope of Security Services for that Designated Location.
- 1.2 The Purchaser may at any time increase or decrease the Scope of the Security Services at its absolute discretion and any changes in Scope proposed by the Service Provider must be preapproved by the Purchaser in writing.
- 1.3 The Purchaser will only pay for Security Services (including the Service Provider Personnel) that it has approved in accordance with Payment Precondition's 1.1 and 1.2.

For the purposes of the Schedules to this Agreement, **Scope** means the number of Service Provider Personnel at each level of seniority that will deliver the Security Services at each Designated Location. The Service Provider will provide the proposed Scope to the Purchaser, in the form set out in Part 2 of Schedule 5 (or as otherwise directed by the Purchaser), for the Purchaser's approval.

2.GST

All rates expressed as GST exclusive.

3.Pricing

Position	Monday to Friday Day (12 hrs) (per hour)	Monday to Friday Night (12 hrs) (per hour)	Saturday (per hour)	Sunday (per hour)	Public Holiday (per hour)
Security Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Concierge Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Security Supervisor	\$48.93	\$58.48	\$70.94	\$92.94	\$114.94

4. Minimum Charge

A minimum 4-hour charge per Service Provider Personnel per shift.

5. Personal Protective Equipment

Personal Protective Equipment required for the delivery of the Security Services related to this Agreement and approved for use by the Purchaser will be on-charged at cost + 10%, on the provision of receipts of the purchase of the Personal Protective Equipment to the Purchaser.

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Schedule 3 Specifications

Part 1 – Technical Specifications

N/A

Part 2 – General Specifications

In response to the state of emergency that has been declared in Victoria due to the COVID-19 pandemic, the State of Victoria has agreed to make accommodation, including hotels (collectively call "Hotels"), available to certain Victorians, for the purpose of self-isolation requirements, including to:

- (i) all travellers returning from overseas to Victoria, for an enforced quarantine period of 14-days;
- (ii) health care and associated workers; and
- (iii) vulnerable cohorts of the community, including but not limited to, the elderly, wards of state, the homeless and recently released prisoners.

The Service Provider must provide security services, including all ancillary services associated with the provision of security ("Security Services") at the locations notified by the Purchaser (the Designated Locations), which will include but not be limited to the following Security Services:

Before check in:

- Ensuring that there is an adequate number of Service Provider Personnel in position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor and to their room. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door of each Designated Location.
- Receiving and checking parcels and logging details from courier services approved by the Purchaser only. All deliveries from family and friends to be refused.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Accepting and delivering food deliveries to rooms for DHHS approved guests only.
- Supporting outdoor breaks for guests in accordance with arrangements agreed at each Designated Location.
- Maintain security: Only allowing persons authorised by the Purchaser to enter each Designated Location.

During check out:

- Assist with the checking out of guests by escorting guests from their rooms to the lobby when directed and assisting with luggage where required.

Escalation of issues:

- The Service Provider will escalate issues as outlined below or as directed by the Purchaser:
 - o Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
 - o Dinner / food complaints to be communicated to the Hotel staff.
 - o Any other onsite queries to be communicated to the Purchaser's Designated Location Manager.

At all times:

- respond to routine and emergency incidents;
- In the case of any emergency at any time during the provision of the Services, the Service Provider must call 000.

Amendments to Services

The Purchaser may at any time revise these Services by adding or subtracting parts of the services or how they are delivered, at its sole discretion.

Provision of Services generally1. Follow directions and Cooperate with Purchaser and Purchaser contractors

The Service Provider must cooperate with and regularly liaise with the Purchaser including but not limited to:

- following all reasonable directions made by the Purchaser;
- immediately notifying the Purchaser of any issues in relation to the provision of the Services, including but not limited to anything which may create a risk (including health risk) to any of the guests or any other person such as any occupational health and safety incidents, unavailability of the Service Provider's Personnel, known exposure to or infection of COVID-19 of the Service Provider's Personnel, or circumstances which cast doubt on the fitness any of the Service Provider's Personnel to provide the Services;
- cooperating with any other contractors of any nature engaged by the Purchaser; and
- providing reports to the Purchaser as and when requested which will include all information reasonably requested by the Purchaser and be in a form notified by the Purchaser.

2. Service Provider Personnel to wear personal protective equipment

The Service Provider must ensure that the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health

standards including but not limited to in relation to COVID-19) at all times while performing of the Security Services.

3. Service Provider Personnel training

The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Security Services, are likely to come into contact with people who have or may potentially have COVID-19.

The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Security Services they receive:

- a) adequate training in security, workplace health and safety, customer service and risk management as applicable for the provision of security services and, including but not limited to, in relation to COVID-19;
- b) meet all relevant safety induction requirements for the Designated Locations; and
- c) in addition to the above, have undertaken the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Purchaser,

and the Service Provider must ensure that quality management systems, which at a minimum include consideration of the issues listed above, are maintained during the term of the Agreement.

Preferred Quality Systems Standards that should be taken into consideration under the above clause 0 are:

- a) Quality Systems Standards AS/NZS ISO 9001:2008 (including AS/NZS ISO9001:2000);
- b) Australian Standard, AS4421 – 2011 'Guards and Patrols';
- c) Australian and New Zealand Standard, AS/NZS: 31000:2009 Risk Management; and
- d) Australian Standard 4801:2001 Occupational Health and Safety Management.

4. Business Continuity Plan

The Service Provider must have a business continuity plan in place that includes:

- a) contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Security Services, including in accordance with clause 9.3; and
- b) consideration of occupational health and safety for all Service Provider Personnel if there is exposure or infection of COVID-19.

Definition:

Designated Location means, throughout this Agreement, any location that Security Services are to be provided, as notified by the Purchaser to the Service Provider. At the time of entering into this Agreement, they include:

- ParkRoyal Melbourne Airport, Arrival Drive Melbourne Airport, Tullamarine VIC 3045
- Four Points by Sheraton Melbourne, 443 Docklands Dr, Docklands VIC 3008
- Holiday Inn Melbourne Airport, 10/14 Centre Rd, Melbourne Airport VIC 3045

- Travelodge Hotel Melbourne Docklands, 66 Aurora Ln, Docklands VIC 3008

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Schedule 4 VIPP Compliance Matrix

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Schedule 5 Service Level Requirements

Part 1 – Service Level Requirements

N/A

Part 2 – Reporting

Security Services Reporting

Fortnightly reporting is required on delivery of invoices addressing performance against the Security Services, in a form as notified by the Purchaser.

General Reporting

The Service Provider must provide a Scope Report to the Purchaser in relation to the Security Services provided at each Designated Location whenever there is a change in Scope and as and when requested by the Purchaser.

The template for the Service Provider’s proposed Scope of Services and any required Scope Reports is as set out below:

Service Provider Scope Report and Scope template

Designated Location:	
Address:	
Start Date:	
Total Floors:	
Total Rooms:	
Notes:	

On duty (per 24-hour period)	Hours Scheduled/ Delivered	Daily Cost (M-F)	Evening Cost (M-F)	Daily Cost (Sat)	Daily Cost (Sun)	Daily Cost (P/H)
Security Supervisors						
Security Officers						
Concierge Officers						

Other Costs (estimate)						
	Total Daily Cost					

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Schedule 6 Purchaser KPIs

Part 1 – Purchaser KPIs

The Service Provider must ensure that the following KPIs are met:

1. Impacted travellers are transferred in and out of self-isolation on the premises of Designated Locations without incident.
2. Impacted travellers serving their self-isolation period complete their isolation in their hotel room (with outdoor breaks supported as agreed) in accordance with Victorian Government requirements.

Part 2 – Reporting

The Service Provider must submit fortnightly reporting required on delivery of invoices addressing performance against the above KPIs.

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Schedule 7 Service Rebates

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Schedule 8 No Less Favourable Mechanism

- (a) In respect of this POC, the Service Provider must at all times pay to each relevant member of its Security Staff, an amount of remuneration for work performed that is no less than the remuneration calculated using:
- (i) the Benchmark Rate of Pay; or
 - (ii) where an Adjusted Rate of Pay exists, the Adjusted Rate of Pay.
- (b) For the purpose of this clause, the following terms are defined as set out below:
- (i) **Benchmark Rate of Pay** means:
 - (A) for ordinary time hours, the minimum ordinary time rate of pay paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services;
 - (B) for overtime hours, or hours that attract loadings or penalties, the rates paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services; and
 - (C) for allowances, any monetary allowances paid to Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (ii) **Adjusted Rate of Pay** means, from the date that any relevant increases would have been awarded, the Benchmark Rate of Pay plus any increases to the Benchmark Rate of Pay that the Previous Service Provider had committed to award to its Security Staff in respect of the performance of the Site Security Services immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (iii) **Previous Service Provider** means the Service Provider that provided Security Services at the site at which the Site Security Services are (or are to be) provided immediately prior to the Service Provider commencing provision of the Site Security Services.
 - (iv) **Remuneration Information** means all information regarding the remuneration arrangements for the Security Staff in respect of the provision of Site Security Services and which is required to identify the Benchmark Rate of Pay and the Adjusted Rate of Pay for the purpose of any future POC.
- (c) Nothing in subclause (a) above requires the Service Provider to ensure that any member of its Security Staff receives an amount in excess of that required by subclause (a) above.
- (d) For the purpose of implementing and enforcing the requirement in paragraph (a) above, the Service Provider must, at any time upon the request of the Purchaser, provide the Purchaser with the Remuneration Information.
- (e) Without limiting any of its other obligations under this POC, the Service Provider must (and must ensure that its Personnel and advisers):
- (i) use and reproduce any Remuneration Information that is provided to it under this clause only for the purpose of performing its obligations under this POC (including under this clause); and

- (ii) not disclose or otherwise make available such Remuneration Information other than to personnel who:
 - (A) have a need to know the information to enable the Service Provider to perform its obligations under this POC; and
 - (B) are legally obliged to keep the information confidential on terms no less onerous than those imposed on the Service Provider under this POC.
- (f) Despite clause **Error! Reference source not found.** of this POC and any other obligations that may be imposed on the Purchaser under the Law (including any Legislative Requirements, the common law or equity), the Purchaser is entitled to disclose, and may disclose, any Remuneration Information (whether provided by the Service Provider under this Schedule 8 or otherwise) as required to give effect to the arrangements contemplated by this POC, Schedule 8 and the SPC Agreement, including by disclosing that Remuneration Information to other service providers on the Panel from which the Purchaser has sought, or intends to seek, a quote to provide Security Services.
- (g) Without limiting its obligations under the SPC Agreement, this POC or the law, the Service Provider must ensure that it has obtained all necessary consents from any Security Staff and any person who employs or engages any Security Staff in order that:
 - (i) the Purchaser can use Remuneration Information provided to them under this POC; and
 - (ii) any other service provider on the Panel to whom the Lead Department or a Purchaser discloses that Remuneration Information to use that information for the purposes of performing its obligations under the SPC Agreement and this POC, without the Lead Department, Purchaser or other service provider infringing any legal rights of the Security Staff or other person, or contravening any Legislative Requirements, including rights in respect of personal information and confidential information.

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Schedule 9 Compliance with Law

In performing its obligations under this Contract and each Purchase Order Contract, the Service Provider must comply with the provisions set out in this Schedule (without limiting any of its other obligations under this Contract or the Purchase Order Contract):

2. Employment practices

The Service Provider agrees, during the Term:

- (a) to comply with its obligations, if any, under the *Equal Opportunity Act 2010* (Vic) or the *Disability Discrimination Act 1992* (Cth);
- (b) to comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth);
- (c) not to enter into a sub-contract with an entity named in a report tabled in Commonwealth Parliament by the Director of Workplace Gender Equality as a Service Provider that has not complied with the *Workplace Gender Equality Act 2012* (Cth);
- (d) to comply with such other State and Commonwealth legislation relevant to anti-discrimination as may be relevant to this Contract or a Purchase Order Contract; and
- (e) to use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications and expertise.

3. Occupational Health and Safety

- (a) The Service Provider agrees, when using the Lead Department's or a Purchaser's premises, to comply with all reasonable directions of the Lead Department or Purchaser, including, but not limited to, documented procedures relating to occupational health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to the Service Provider by the Lead Department or a Purchaser (as the case may be) or which might reasonably be inferred by the Service Provider in all the circumstances.
- (b) In addition to the requirements of section 2(a), the Service Provider agrees that, when working on the Lead Department's or a Purchaser's premises, it will comply, and will ensure that its personnel comply, with all applicable Commonwealth, State and local government laws, regulations and procedures relating to occupational health and safety.

4. Code of Conduct

If the Service Provider:

- (a) is required to supervise any employees, contractors, subcontractors or agents of the Lead Department or a Purchaser;
- (b) is performing functions and duties on behalf of the Lead Department or a Purchaser at the Lead Department's or the Purchaser's premises; and

- (c) has access to resources and/or information which are not usually accessible by or available to the general public,

then the Service Provider and its employees, contractors, subcontractors and agents must, throughout the Term, observe the Code of Conduct for Victorian Public Sector Employees and such other relevant State Government policies as may be notified by the Lead Department or a Purchaser to the Service Provider.

5. Applicable Industrial Instruments and Applicable Legislation

- (a) The Service Provider must not engage in any practice that is contrary to any Applicable Industrial Instrument or Applicable Legislation, insofar as it applies to the Service Provider.
- (b) In addition to any other rights under this Contract, if the Service Provider is in breach of section 4(a), the Lead Department may suspend the operation of this Contract, or the performance of its obligations under it, immediately by notice to the Service Provider for so long as the breach continues.

6. Local Jobs First – Victorian Industry Participation Policy

6.1 Estimate of local content

- (a) The Supplier must, in performing its obligations under this Agreement, consider engaging competitive Australian, New Zealand and Victorian suppliers, subject to value for money criteria, wherever possible.
- (b) The Supplier must, in performing its obligations under this Agreement, undertake to achieve [insert numerical percentage estimate of local content] of local content, wherever possible.

6.2 Use of VIPP information

The Supplier acknowledges and agrees that:

- (a) the Supplier's estimate of local content will be:
- (i) included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the VIPP in the financial year to which the report of operations relates; and
 - (ii) provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the implementation of the VIPP during that year; and
 - (iii) may be disclosed in the circumstances set out in clause 26 or as otherwise required by Law.

7. Definitions

In this Schedule 9:

Applicable Industrial Instruments means an Award or Enterprise Contract that specifically applies to the employees of the Service Provider and is binding on the Service Provider.

Applicable Industrial Instruments and Legislation means all Applicable Industrial Instruments and all Applicable Legislation.

Applicable Legislation means:

- (a) *Outworkers (Improved Protection) Act 2003* (Vic);
- (b) *Dangerous Goods Act 1985* (Vic);
- (c) *Equipment (Public Safety) Act 1994* (Vic);
- (d) *Occupational Health and Safety Act 2004* (Vic);
- (e) *Fair Work Act 2009* (Cth);
- (f) *Long Service Leave Act 1992* (Vic);
- (g) equivalent legislation in States and Territories other than Victoria; and
- (h) any other legislation designated by the Victorian Government as Applicable Legislation.

Award means any award of Fair Work Australia or any tribunal empowered to make industrial awards for Victorian employees or employees in any other State or Territory.

Enterprise Contract means any certified contract of Fair Work Australia or a State industrial department.

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Schedule 10 Transition

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Schedule 11 Bank Guarantee

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Schedule 12 Supplier Code of Conduct

The Service Provider must adhere to the Supplier Code of Conduct. Refer to <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>

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Schedule 13 Disengagement

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Schedule 14 Special Conditions

The following Special Conditions amend the other terms of this Agreement:

Clause Reference	Amendment
Clause 3.12(a) Service Provider to provider equipment	In clause 3.12(a) after the words "for the performance and maintenance (where appropriate) of the Security Services" include the following words: "... and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19."
Clause 15.1 General Liability	In clause 15.1(a): (a) Insert the word "releases," after the words "The Service Provider at all times"; and (b) delete subsection (i) and replace with: "personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19) caused or contributed to by the acts or omissions of the Service Provider or its Personnel;" (c) Include a new subsection (xi) after subsection (x) as follows: "personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19) of the Personnel of the Service Provider;"
Clause 23.4 Privacy	The following words are added to the end of clause 23.4(d)(v): "...including, that the Service Provider must, on request of the Purchaser, procure that any or all of its Personnel complete a personal undertaking relating to confidentiality, in a form provided by the Purchaser."

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Executed as an agreement.

Signed by Simon Phemister, Secretary, a duly)
Authorised officer of the Department of Jobs,)
Precincts and Regions for and on behalf of the)
STATE OF VICTORIA in the presence of:)

Personal Information
[Redacted]

Personal Information
[Redacted]

Witness

Charles Rankin

Name of Witness (print)

Executed by MSS Security Pty Ltd)
[ABN 29 100 573 966] in)
accordance with section 127)
of the Corporations Act:)

Personal Information
[Redacted]

Company Secretary/Director

Personal Information
[Redacted]

Name of Company Secretary/Director (print)

Personal Information
[Redacted]

Director

Personal Information
[Redacted]

Name of Director (print)

Personal Information
[Redacted]

Witness

Personal Information
[Redacted]

Name of Witness (print)

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Purchase Order Contract

Purchase Order Contract for the Provision of Security Services

State of Victoria

Wilson Security Pty Ltd

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This Agreement is made on

Parties

State of Victoria through the Department of Jobs, Precincts and Regions of 1 Spring Street, Melbourne, Victoria 3000 (**Purchaser**)

And

Wilson Security Pty Ltd [ABN 90 127 406 295] of Level 3, 235 George Terrace, Perth WA 6000 (**Service Provider**)

Background

- A. The **Service Provider** is a Panel member of the State Purchase Contract for the Provision of **Security Services (SPC Agreement)**.
- B. The **Purchaser** wishes to engage the **Service Provider** to provide **Security Services** on and subject to the terms of this POC.
- C. This POC is formed in accordance with the **SPC Agreement**.
- D. The **Parties** acknowledge that it is their common intention to work together throughout the **Term** to continuously seek improvement in value, efficiency and productivity in connection with the supply of **Security Services** under this POC to the mutual benefit of both **Parties**.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

Unless expressed to the contrary, in this Purchase Order Contract:

SPC Agreement means the agreement entitled "State Purchase Contract: Agreement for the Provision of Security Services" entered between the Lead Department and the **Service Provider**.

Approved Subcontractor means a Subcontractor engaged to perform some or all of the **Service Provider's** obligations in accordance with this POC, who or which has been approved in accordance with the approval and notification mechanism set out in clause 6 of this POC and clause 5 of the **SPC Agreement**.

Bank Guarantee means an irrevocable, enforceable guarantee that the **Service Provider** is required to obtain from a financier approved by the **Purchaser** in the form set out in clause 13.

Base Service Level Requirements are defined in clause 3.4(a).

Business Day means a day which is not a Saturday, Sunday or public holiday (being a public holiday appointed as such under the *Public Holidays Act 1993 (Vic)*) in Melbourne.

Business Hours means 8.00am to 6.00pm local time on a Business Day, and a 'Business Hour' means the period of an hour within the hours of 8.00am to 6.00pm local time on a Business Day.

Code of Practice means a code of practice as defined in, and approved under, the PDP Act.

Commencement Date means the date specified as such in Error! Reference source not found. of Schedule 1.

Commissioner means the Victorian Commissioner for Privacy and Data Protection appointed under section 96 of the PDP Act.

Confidential Information means Remuneration Information and any technical, scientific, commercial, financial or other information of, about or in any way related to, the Lead Department or a Purchaser, including any information designated by the Lead Department or a Purchaser as confidential, which is disclosed, made available, communicated or delivered to the Service Provider, but excludes information which:

- (a) is in or which subsequently enters the public domain, other than as a result of a breach of an obligation of confidentiality;
- (b) the Service Provider can demonstrate was in its possession prior to the date of the SPC Agreement;
- (c) the Service Provider can demonstrate was developed by it independently of any disclosures previously made by the Lead Department or a Purchaser; or
- (d) is lawfully obtained by the Service Provider on a non-confidential basis from a person who is not bound by a confidentiality agreement with the Lead Department or a Purchaser or otherwise prohibited from disclosing the information to the Service Provider.

Contract Documents means the documents listed in clause 1.4(1).

Contract Intellectual Property means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Service Provider in the course of providing the Services, except any Intellectual Property Rights in Data.

Control means, in relation to the Service Provider, the ability of any person to, directly or indirectly, exercise effective control over the Service Provider (including the ability to determine the outcome of decisions about the financial operating and other policies of the Service Provider by virtue of the holding of voting shares, units or other interest in the Service Provider by any other means.

Corporations Act means the *Corporations Act 2001* (Cth).

Data means all data, information, and other Materials in any format whatsoever:

- (a) relating to the Lead Department, which is provided to the Service Provider by or on behalf of the Lead Department; and
- (b) created, generated, stored, processed, retrieved, printed or produced by or on behalf of the Service Provider (or any of Its Personnel):
 - (i) utilising data, information or Materials referred to in paragraph Error! Reference source not found.; or
 - (ii) otherwise in the course of fulfilling its obligations under this POC or providing Services to Purchasers, including documentation, transition and disengagement plans, manuals, minutes, notes, listings, research material,

references, reports, programs, objects, rules, specifications, standards, flow charts, design drawings, review documents and data models.

Direction includes an agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Disengagement means the transfer of responsibility for the supply of the Security Services (or particular Security Services) from the Service Provider to the Purchaser (or a third party appointed by that Purchaser) by providing the Disengagement Assistance.

Disengagement Assistance means the provision of assistance by the Service Provider (in addition to the continued supply of Security Services) in accordance with Clause 20.2.

Disengagement Period means the period during which the Service Provider must provide Disengagement Assistance to the Purchaser, as determined in accordance with clause 20.3.

Disengagement Plan means a plan for Disengagement produced by the Service Provider in accordance with clause 20.3 and Schedule 13.

Dispute has the meaning given to that term in clause 25.

Enhancement of any Material means a customisation, modification, enhancement or derivative work of that Material.

Expiry Date means the date set out in Item 1 of Schedule 1.

Extension Period means the period or periods specified in Item 1 of Schedule 1.

General Specifications means those specifications set out in Part 2 of 0.

Health Privacy Principles means the Health Privacy Principles set out in the *Health Records Act 2001* (Vic).

Incumbent Service Provider means a person engaged to provide Legacy Services to the Purchaser up until the Commencement Date.

Information Privacy Principles means the information privacy principles set out in the PDP Act.

Initial Term means the period commencing on the Commencement Date and ending on the Expiry Date.

Insolvency Event means, in relation to the Service Provider, any of the following:

- (a) anything that reasonably indicates that there is a significant risk that the Service Provider is or will become unable to pay debts as they fall due, including:
- (i) execution or distress being levied against any income or assets of the Service Provider;
 - (ii) a meeting of the Service Provider's creditors being called or held;
 - (iii) a security becoming enforceable or being enforced in relation to any of the Service Provider's assets or undertakings;
 - (iv) a step being taken to make the Service Provider bankrupt or to wind the Service Provider up;
 - (v) the appointment to the Service Provider of a controller or administrator, as defined in section 9 of the Corporations Act;

- (vi) the Service Provider entering into any type of agreement, composition or arrangement with, or assignment for the benefit of, all or any class of its creditors; or
- (vii) the Service Provider being made subject to a deed of company arrangement;
- (b) a step being taken to have a receiver, receiver and manager, liquidator or provisional liquidator appointed to the Service Provider or any of its assets; or
- (c) the Service Provider ceasing, or indicating that it is about to cease, carrying on a business.

Intellectual Property Rights includes all intellectual property rights at any time recognised by law, including present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

IPR Claim has the meaning given to that term in clause 15.1(c).

Laws means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State of Victoria or local or other government in force in the State of Victoria, irrespective of where enacted; and
- (b) lawful requirements of any government or government department or other body or a governmental, semi-governmental, judicial, municipal, statutory or public entity or authority (including a statutory authority or a State-owned enterprise), a self-regulatory authority established under statute or a stock exchange (wherever created or located) or a person (whether autonomous or not) who is charged with the administration of the law.

Lead Department means the Department of Treasury and Finance on behalf of the State of Victoria.

Legacy Service means a service that is the same, or substantially the same, as one of the Security Services, and/or which will be replaced by Security Services in one of the Service Categories, which, as at the Commencement Date is being supplied to one or more Purchasers under contracts formed prior to the Commencement Date.

Material includes anything in which Intellectual Property Rights can exist.

Model Litigant Guidelines means the guidelines regarding the conduct of litigation by the State, its departments and agencies, as updated from time to time.

Moral Rights means moral rights under or in connection with the *Copyright Act 1968* (Cth).

New Security Service means:

- (a) a Security Service in a Service Category in respect of which the Service Provider is not appointed to the Panel; or
- (b) a service:
 - (i) that is materially different from any of the Security Services being offered and/or supplied under this POC; and
 - (ii) for which there are no agreed Rates and Fees.

No Less Favourable Mechanism means the terms and conditions set out in Schedule 8.

Notice of Intent means a notice issued by the Service Provider to the Purchaser prior to the engagement of any subcontractor, seeking the Purchaser's written approval as required under clause 6 this POC.

Panel means the panel of service providers appointed by the Lead Department to deliver Security Services in one or more of the Security Categories.

PDP Act means the *Privacy and Data Protection Act 2014* (Vic).

Personal Information has the meaning given to that term in the PDP Act and includes, for the purposes of this POC, health information, as that term is defined in the *Health Records Act 2001* (Vic).

Personnel means any employee, officer, director, principal, partner, or equivalent positions of the Service Provider or any Subcontractor.

POC means this Purchase Order Contract.

POC Contract Manager means the person appointed to that position in accordance with clause 5.1(a).

POC Relationship Manager means the person nominated by the Service Provider pursuant to clause 5.1(b) including their replacements.

Policies means the policies specified in Schedule 9.

Pre-Existing Intellectual Property of a party, means all Materials:

- (1) owned by or licensed to that party as at the Commencement Date; and/or
- (2) developed by or on behalf of a party independently of this POC, together with all Enhancements to those Materials created by that party in the course of fulfilling obligations, or exercising rights or remedies, under this POC.

Price Schedule means the schedule of prices set out in Part 1 of Schedule 2.

Protective Data Security Standard means any standard issued under Part 4 of the PDP Act.

Purchaser KPIs means the key performance indicators set out in Part 1 of Schedule 6.

Rates and Fees means the rates (whether charged on an hourly, daily, weekly or other time-related basis) payable to the Service Provider for the provision of specified Security Services, and the fees payable (fixed or otherwise) to the Service Provider for the provision of specified Security Services, determined in accordance with Schedule 2.

Related Company means a 'related body corporate' as defined in the Corporations Act.

Remuneration Information is defined in Schedule 8

Request for Security Services means a request issued by the Purchaser to the Service Provider under the framework established by clause 6 of the SPC Agreement which details the Security Services required by the Purchaser.

Request for Tender means the request for tender issued by the Lead Department for the provision of Security Services and any subsequent requests for tender the Lead Department may issue in respect of Security Services.

Security Services means the Security Services in the applicable Service Categories as set out in the Statement of Services in Schedule 3 that the Service Provider is required to deliver under this POC.

Security Services Proposal has the meaning given to that term in clause 6.2 of the SPC Agreement.

Security Staff means Personnel supplied or deployed by the Service Provider to perform (directly or indirectly) Security Services for the Purchaser.

Security Staff Register is defined in clause 9.1(h).

Service Categories means the categories of Security Services as set out in the Statement of Services in Schedule 3.

Service Levels has the meaning given by clause 3.3.

Service Level Requirements means the Base Service Level Requirements any additional service level requirements set out in Part 1 of Schedule 5.

Service Rebate means the amount by which the Rates and Fees paid by the Purchaser will be reduced for failure by the Service Provider to meet a Service Level Requirement in accordance with clause 3.14.

Sites means the sites owned or controlled by the relevant Purchaser which are listed in this POC.

Specifications means the General Specifications and the Technical Specifications which the Service Provider must comply with in delivering the Security Services under this POC.

Staff Costs means Pay as You Go tax, withholding tax, superannuation contributions or charge amounts, fringe benefits tax, workers' compensation insurance premiums, payroll tax and any like taxes and charges arising out of or in relation to this POC, or any engagement arising under this POC (together with all interest or penalties payable by reference to those costs).

Subcontract means a contract under which a Subcontractor is engaged or contracted.

Subcontractor means any third party (whether an individual or an incorporated or unincorporated entity) that is engaged or contracted, whether by the Service Provider or by a third party, to supply goods or services to the Service Provider or third party, in order for the Service Provider to meet its obligations under this POC, and includes any Related Company of the Service Provider that supplies, or will supply, goods or services to the Service Provider in order for the Service Provider to meet its obligations under this POC.

Supplier Code of Conduct means the Supplier Code of Conduct issued by the Victorian Government for suppliers providing goods or services to the Victorian Government (as amended from time to time) as set out in Schedule 12.

Statement of Services means the statement set out in Schedule 3 listing the Security Categories and their respective Security Services.

Tax invoice has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Technical Specifications means those technical specifications applicable to the Security Services provided under this POC which appear in 0.

Tender Documentation means the Request for Tender and the documentation submitted by the Service Provider in response to the Request for Tender in the form finally accepted by the Lead Department.

Term means the duration of this POC, which is specified in accordance with clause 2.

Transition means in relation to the supply of one or more Security Services under this POC, the progressive implementation by the Service Provider of the supply of the Security Services in place of either:

- (a) Legacy Services supplied by that Service Provider; or
- (b) services supplied by an Incumbent Service Provider,
- (c) in accordance with the Transition Plan.

Transition Plan, in respect of Security Services to be provided to the Purchaser, means a plan to effect Transition developed and approved under clause 3.11.

Victorian Public Sector Commission (VPSC) Code of Conduct means, for the Service Provider and each of its Personnel, the Code of Conduct for Public Sector Employees 2015, issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) (as amended or replaced from time to time), unless the Security Services are Security Services of a kind usually provided by the directors of Victorian public entities or the Lead Department is a special body, in which case it means either the Code of Conduct for Directors of Victorian Public Entities 2016 or the Code of Conduct for Victorian Public Sector Employees of Special Bodies 2015 (each issued by the Victorian Public Sector Commission pursuant to section 61 of the *Public Administration Act 2004* (Vic) and as amended from time to time).

VIPP means the Victorian Industry Participation Policy (as amended from time to time), available at the website of the Department of Economic Development, Jobs, Transport and Resources (or its applicable successor).

Wilful Default means:

- (a) an intentional breach; or
 - (b) the reckless disregard,
- by a party of any of its obligations under this POC.

1.2 Interpretation

Unless expressed to the contrary, in this POC:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, permitted assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;

- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) references to months are references to calendar months;
 - (vi) "\$", "dollars" or "AUD" is a reference to the lawful currency of the Commonwealth of Australia;
 - (vii) the Lead Department is a reference to the Crown in right of the State of Victoria;
 - (viii) a reference to a "Department" in the Specifications is a reference to the Purchaser under this POC; and
- (g) if the date on or by which any act must be done under this POC is not a Business Day, the act must be done on or by the next Business Day;
 - (h) the obligations of the Service Provider, if more than one person, under this POC are joint and several and each person constituting the Service Provider acknowledges and agrees that it will be causally responsible for the acts and omissions, including breaches of this POC, of the other as if those acts or omissions were its own; and
 - (i) the rights of the Service Provider, if more than one person, under this POC, jointly benefit each person constituting the Service Provider (and not severally or jointly and severally).

1.3 Headings

Headings do not affect the interpretation of this POC.

1.4 Precedence of Documents

- (a) The documents comprising this POC must be read in the following order of precedence:
 - (i) Schedule 14 (Special Conditions)
 - (ii) the terms and conditions of this POC;
 - (iii) the terms of the Security Services Proposal provided in response to the Request for Security Services; and
 - (iv) the terms of the Request for Security Services submitted by the Purchaser;
 - (v) Technical Specifications;
 - (vi) General Specifications;
 - (vii) Schedule 2 (Rates and Fees);
 - (viii) the remaining Schedules to this POC.

(Contract Documents).
- (b) Where any inconsistency or conflict occurs between the provisions of any two or more Contract Documents, the inconsistency or conflict is to be resolved in accordance with the above precedence of documents.
- (c) The parties acknowledge that the General Specifications are intended to prescribe minimum standards and requirements for the delivery of the respective Security Services, and that the Technical Specifications specify standards and requirements, applicable to the delivery of Security Services to the Purchaser, which may add to,

amend or replace the standards and requirements in the General Specifications.
For the avoidance of doubt:

- (i) unless a standard or requirement relating to a given Security Service specified in the Technical Specifications is expressed to apply to the exclusion of, or replace completely, a standard or requirement in the General Specifications, then the applicable standards and requirements for that Security Service will be a combination of the standards and requirements for that Security Service in both the Technical Specifications and General Specifications;
- (ii) where the Technical Specification prescribes that a particular standard or requirement in the General Specification, applicable to a Security Service, is amended in a particular manner, then the General Specification for that Security Service will be construed as if it was amended in the manner specified in the Technical Specification;
- (iii) where, as a result of applying the construction principle in paragraph (i) above, a standard or requirement in the Technical Specification conflicts, or is inconsistent, with a standard or requirement in the General Specification, then the standard or requirement in the Technical Specification prevails to the extent of the conflict or inconsistency; and
- (iv) if the Technical Specification is silent in relation to a particular standard or requirement applicable to a Security Service, then the applicable standards and requirements for that Security Service will be those specified in the General Specification.

1.5 Entire understanding

- (a) The Contract Documents contain the entire understanding between the Parties as to the subject matter of this POC.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this POC are merged in and superseded by this POC and are of no effect.
- (c) Terms and conditions imposed by the Service Provider with respect to the supply of Security Services are not incorporated into this POC in any respect. Despite the previous sentence, should any Service Provider terms and conditions be incorporated into any part of this POC, those terms and conditions will not be binding on the parties, nor will they have any legal effect.
- (d) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this POC; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the Parties.

1.6 Schedule 14 Special Conditions

- (1) Any Special Conditions provided in Schedule 14 alter the terms of this Agreement.

2. Term of the POC

2.1 Initial Term

- (a) Subject to clause 2.1(b), this POC:

- (i) commences on the Commencement Date; and
- (ii) subject to the rights under this POC to terminate this POC, continues for:
 - (A) the Initial Term; and then
 - (B) subject to clause 2.2, the Extension Period,
 until the end of the Disengagement Period.
- (b) If the SPC Agreement terminates or expires prior to the expiration or termination of this POC in accordance with clause 2.1, this POC will expire automatically 12 months after the date on which the SPC Agreement terminates or expires.

2.2 Extension

- (a) Subject to clause 2.2(c), the Purchaser may elect, by notice in writing to the Service Provider, to extend the Term of this POC for the Extension Period(s).
- (b) Any such further term or terms will be on the same terms and conditions as this POC (excluding, in respect of the final further period, this clause 2.2).
- (c) The duration of this POC may not continue more than 12 months beyond the expiry or termination of the SPC Agreement. Any extension of this POC under this clause 2.2 made prior to the expiry or termination of the SPC Agreement, which extends the duration of this POC to a date that is more than 12 months after the date of expiry or termination of the SPC Agreement, such extension will be deemed an extension only to the date that is 12 months beyond the expiry or termination of the SPC Agreement. Once the SPC Agreement expires or is terminated (for any reason), irrespective of the length of the Extension Period, a Purchaser may only elect to extend the duration of this POC only up to the date that is 12 months beyond the expiry or termination of the SPC Agreement.

2.3 Duration of Disengagement Period

- (a) For the purposes of this POC, the Disengagement Period commences on the earlier to occur of the following:
 - (i) the date on which termination of this POC under clause **Error! Reference source not found.19** takes effect;
 - (ii) if the SPC Agreement expires or is terminated, 6 months after the date of such expiry or termination;
 - (iii) if the Purchaser does not elect to extend the duration of this POC under clause 2.2, one month prior to the expiry of the Initial Term; or
 - (iv) if the Purchaser elects to extend the duration of this POC under clause 2.2, and:
 - (A) if it is able to extend such duration only once, and exercises such right to extend, one month prior to the expiry of the Extension Period; or
 - (B) if it is able to extend such duration more than once, and does not exercise a particular right to extend, one month prior to the expiry of the then-current Extension Period.
- (b) The Disengagement Period ends 6 months after the commencement of Disengagement, unless the Purchaser notifies the Service Provider in writing that the Purchaser wishes to:

- (i) extend the Disengagement Period in accordance with clause 20.6, in which case the Disengagement Period will be extended in accordance with that clause; or
- (ii) end the Disengagement Assistance earlier, in which case the Disengagement Period will end on the date specified in that notice.

3. Performance of Security Services

3.1 New Security Services

- (a) This clause applies to any New Security Services:
 - (i) in respect of which the Service Provider is appointed to the Panel; and/or
 - (ii) which are added to Schedule 2 of the SPC Agreement, under clause 7.2 of the SPC Agreement.
- (b) During the Term, the Purchaser may make a written request to the Service Provider to expand the scope of the Security Services to be performed by the Service Provider under this POC to include particular New Security Services. The written request must be in the form of a 'Request' under clause 6.1 of the SPC Agreement.
- (c) If the Service Provider receives a Request for any New Security Services under clause 3.1(b), the Purchaser must provide the Service Provider with a written proposal in the form of a 'Security Service Proposal' in accordance with clause 6.2 of the SPC Agreement in respect of those New Security Services and (if required) a document detailing any proposed amendments to this POC.
- (d) The Service Provider undertakes that in determining the Rates and Fees for any New Security Services, it will have regard to the obligations contained in clause 8.1 and, to the extent that it is reasonably possible to do so, will calculate the Rates and Fees for any New Security Services using the same, or substantially the same, methodology as that on which the Rates and Fees for the current Security Services was calculated.
- (e) Should the Purchaser accept:
 - (i) the proposal issued by the Service Provider under clause 3.1(c) and any amendments to this POC proposed by the Service Provider, this POC will be amended to reflect the addition of the relevant New Services and changes to Schedule 2, the Price Schedule and other matters specified in the proposal; and
 - (ii) the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 containing a list of all Security Services and Security Service Categories, including their respective Rates and Fees.
- (f) If the Purchaser does not accept (or rejects) the proposal issued by the Service Provider under clause 3.1(c) or any amendments to this POC proposed by the Service Provider, this POC will remain unamended and enforceable in accordance with its then-current terms.
- (g) For the avoidance of doubt, the Purchaser may request particular New Security Services from another service provider on the Panel, as part of a competitive process, provided that such other service provider is appointed to the Panel in respect of those New Security Services.

3.2 Removal of Services

- (a) The Service Provider acknowledges that the Purchaser will, on an ongoing basis, monitor the performance of the Service Provider and security services market to ensure the scope and the nature of the Security Services provided by the Service Provider continues to meet the Purchaser's requirements.
- (b) Without limitation to any other term of the SPC Agreement and this POC, the Purchaser may, in its absolute discretion, periodically review the Security Services provided under this POC and may, at any time after the Commencement Date, notify the Service Provider that it requires specific Security Services to be removed and/or reduced .
- (c) Following the Purchaser's notification of the removal of Security Services to the Service Provider, the Service Provider must promptly provide to the Purchaser an updated version of Schedule 2 to reflect the change to Rates and Fees as a result of the removal and/or reduction in the Security Service. Should the Purchaser agree to the updated version of Schedule 2 provided by the Service Provider under this clause 3.2(c), the updated Schedule 2 will be deemed to form part of this POC from the date of agreement.
- (d) The Service Provider will not be entitled to any compensation or payment arising from the exercise by the Purchaser of its rights under this clause 3.2.

3.3 Service Standards

- (a) Without limitation to any other provision in this POC, the Service Provider must provide the Security Services to a standard that complies with:
 - (i) the General Specifications and any Technical Specifications contained in 0;
 - (ii) the Service Level Requirements;
 - (iii) the Lead Department KPIs contained in the SPC Agreement; and
 - (iv) any Purchaser KPIs set out in Schedule 6, (Service Levels).

3.4 Service Level Requirements

- (a) In providing the Security Services and discharging its obligations under this POC, the Service Provider must ensure that its standards of performance meet or otherwise exceed the following base service level requirements:
 - (i) provide the Security Services in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected of a prudent expert and experienced provider of services that are similar to the subject Security Services;
 - (ii) ensure the highest quality of work and the delivery of Security Services with the utmost efficiency;
 - (iii) act in good faith and in the best interests of the Purchaser;
 - (iv) comply with all statements or representations as to its performance or the provision of the Security Services set out in any documents provided to the Purchaser in the process of entering into this POC;

- (v) keep the Purchaser informed of all matters of which it ought reasonably be made aware and provide such information in relation to the provision of Security Services as may reasonably be required by the Purchaser;
- (vi) comply with all reasonable directions of, and have regard to such requirements, as may be conveyed to it by the POC Contract Manager, Purchaser or an authorised representative of the Purchaser with respect to the Security Services required;
- (vii) carry out its obligations and duties and complete the provision of the Security Services to the reasonable satisfaction of, and in accordance with, the requirements of the Purchaser; and
- (viii) perform the Security Services in line with the strategic intent and fundamental principles of the SPC Agreement,

(Base Service Level Requirements).

- (b) Without limiting the Base Service Level Requirements, in providing the Security Services, the Service Provider must further ensure that its standards of performance comply with the additional service level requirements (if any) specified by the Purchaser in Schedule 5 of this POC. The service level requirements in Schedule 5 of this POC are, unless otherwise specified, to be construed to give effect to the Base Service Level Requirements.
- (c) Performance against the Service Level Requirements must be tracked, monitored and reported on by the Service Provider to the Purchaser by the measurement periods and categories set out in Part 2 of Schedule 5.
- (d) The Parties acknowledge and agree that the purpose of the Service Level Requirements is to ensure performance by the Service Provider meets or otherwise exceeds the minimum level specified, with the aim of continuous improvement in meeting the identified Service Level Requirements (including measurable improvements in value, efficiency and productivity year on year) and Purchaser KPIs, thereby increasing the benefits to the Parties during the Term.
- (e) The Purchaser may, from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measurements and tolerances in the Service Level Requirements specified in Schedule 5 by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion. For the avoidance of doubt, this provision does not apply to the Base Service Level Requirements.

3.5 Purchaser KPIs

- (a) Without limiting its obligations under this POC, the Service Provider must comply with the Purchaser KPIs as set out in Part 1 of Schedule 6.
- (b) The Service Provider must track, monitor and report its Performance against the Purchaser's KPIs to the Purchaser in accordance with clause 4.1 and the measurement periods and categories set out in the Technical Specifications.
- (c) The Parties acknowledge and agree that they will cooperate with any request for reporting on the Purchaser's KPIs by the Lead Department pursuant to the SPC Agreement and will report truthfully and in good faith.
- (d) The Parties acknowledge and agree any Purchaser KPI is a Service Level and that the purpose of any Purchaser KPI, is to ensure a minimum level of performance by the Service Provider, with the aim of striving for continuous improvement in

meeting the identified Purchaser KPIs (including measurable improvements in value, efficiency and productivity year on year), thereby increasing the benefits to the Purchaser or both the Purchaser and the Service Provider during the Term.

- (e) The Purchaser may from time to time and in its discretion (but at all times acting reasonably), amend, add to or delete any of the measures and tolerances in the Purchaser KPIs by giving the Service Provider not less than 30 days prior written notice of such amendment, addition or deletion.

3.6 Amendment to Purchaser KPIs and or Service Level Requirements

- (a) If the Purchaser makes a material amendment, addition or deletion to the measures and tolerances applicable to either:
- (i) the core operational Service Level Requirements in accordance with clause 3.4(e); or
 - (ii) the core operational Purchaser KPIs in accordance with clause 3.5(e),
- the Service Provider may request a review of the Rates and Fees applicable to the provision of the Security Services.
- (b) Any review pursuant to clause 3.6 will be negotiated by the Purchaser and the Service Provider in good faith. Following the review, and subject to clause 3.6(c), the Rates and Fees applicable to the provision of the Security Services will, in the case of an increase, only be increased to the extent that the Service Provider demonstrates, to the reasonable satisfaction of the Purchaser (having regard to the then applicable Rates and Fees), that the amendment, addition or deletion to the Service Level Requirements results in an increase to the cost to the Service Provider of providing the Security Services.
- (c) If the Purchaser has agreed to revised Rates and Fees as a result of a material amendment, addition or deletion to the measures and tolerances in the core operational Service Level Requirements (Revised Rates and Fees), the Purchaser will notify Purchasers of the Revised Rates and Fees.

3.7 Amendment to the Lead Department KPIs under the SPC Agreement

- (a) Without limiting anything in this clause, if the Purchaser elects to incorporate revised Lead Department KPIs into this POC, the Revised Rates and Fees as determined in accordance with clause 8.6 of the SPC Agreement will apply.

3.8 Purchaser KPI Breach Notice and Action Plan

- (a) Without limiting any other provision of this POC, if the Service Provider fails to meet all the Purchaser KPIs in any given month, the Purchaser may, in its sole discretion, issue a notice (Purchaser KPI Breach Notice) to the Service Provider. The KPI Breach Notice must set out:
- (i) the Purchaser KPI in issue;
 - (ii) the breach; and
 - (iii) when the Purchaser needs the breach to be rectified.
- (b) Within 7 Business Days of receipt of the Purchaser KPI Breach Notice, the Service Provider must provide, in writing, a detailed plan (Action Plan) to achieve compliance with the Purchaser KPI set out in the Purchaser KPI Breach Notice.

- (c) Within 7 Business Days of the Purchaser's receipt of the Action Plan required under clause 3.8(b), the Purchaser must notify the Service Provider that it:
 - (i) agrees with the course of action suggested by the Service Provider; or
 - (ii) considers that further, or other, actions are required by the Service Provider.
- (d) To the extent that the Purchaser considers that further, or other, actions are required by the Service Provider, the parties shall meet and agree on a final Action Plan.
- (e) The Service Provider must comply with all actions specified in the Action Plan within the time limits specified therein.
- (f) If the Service Provider is unable to comply with its obligations in clause 3.8(e), it must, as soon as reasonably possible:
 - (i) inform the Purchaser of:
 - (A) the delay;
 - (B) the reasons for the delay; and
 - (C) the likely time for compliance with its obligations; and
 - (ii) seek the Purchaser's consent to an extension of time to comply with its obligations.
- (g) If the Service Provider is unable to perform in accordance with an agreed Action Plan, or if the Action Plan is not effective in ensuring the Service Provider's ongoing compliance with the Purchaser KPIs, either party may initiate a meeting to review the Action Plan and agree any necessary changes to it.
- (h) A failure by the Service Provider to comply with an Action Plan or a failure to address the Service Provider's non-compliance with the Purchaser KPI's to the Purchaser's reasonable satisfaction, will be considered a material breach of this POC.

3.9 Service Provider obligations

Without limiting any other obligation of the Service Provider under this POC, in carrying out the Security Services, the Service Provider must:

- (a) comply with the requirements of the relevant Service Category or Service Categories for which the Service Provider is appointed to the Panel;
- (b) perform each of the Security Services in accordance with Purchaser's Technical Specifications, the General Specifications and any other Documentation specified in Item 8 of Schedule 1;
- (c) provide the Security Services to a standard that reaches or exceeds the Purchaser KPIs;
- (d) use all reasonable efforts to inform itself of the requirements of the Purchaser regarding the Security Services and in particular shall:
 - (i) inspect the Sites where required by this POC;
 - (ii) examine the Specifications and any other information supplied by the Purchaser;
 - (iii) ensure Security Staff have an understanding of any safety induction requirements for the Sites;

- (iv) provide such further information in relation to the provision of the Security Services as reasonably required by the Purchaser;
- (v) protect the wellbeing of those who live, visit and work on the Sites;
- (vi) protect the property of the Purchaser as well as the property of the tenants and visitors to the Sites; and
- (vii) maintain a security presence consistent with the requirements of the Sites; and
- (viii) make all other reasonable inquiries.

3.10 Working with other contractors

- (a) The Service Provider acknowledges that the Purchaser may have other contractors on the Sites where the Security Services are to be performed.
- (b) The Service Provider shall not do anything to cause the Purchaser to be in breach of the Purchaser's contracts with those contractors.
- (c) Where a third party provides Security Services to the Purchaser which are related to, or otherwise necessary for the Purchaser to receive the Security Services, the Service Provider agrees to provide all reasonable assistance to ensure the Purchaser receives these Security Services in a seamless and efficient manner.

3.11 Transitional assistance

- (a) It is acknowledged that Transition may be required:
 - (i) If the Service Provider is not providing Legacy Services prior to the Purchaser entering into this POC; or
 - (ii) for the supply of one or more Security Services in respect of a particular Site or particular Sites, where:
 - (A) the required Security Services have not been supplied to that particular Site or those particular Sites previously, either by an Incumbent Service Provider or at all; and/or
 - (B) due to the Site or Sites in respect of which Security Services are to be supplied, the Service Provider will, or is likely to, be required to undertake further assessment or analysis, and/or installation of equipment.
- (b) Unless it is specified in Schedule 10 that this clause 3.11 will not apply in respect of any of the Security Services to be supplied under this POC, this clause 3.11 will apply.
- (c) Within 20 Business Days of the Commencement Date, the Supplier must develop, document and submit to the Purchaser, for its approval, a draft plan to effect Transition that:
 - (i) reflects the principles and addresses the requirements for Transition that are specified in Schedule 10; and
 - (ii) is otherwise consistent with the terms of this clause 3.11.
- (d) Once approved by the Purchaser, the draft plan will be the Transition Plan in respect of the Security Services to be provided under this POC.

- (e) If the Service Provider fails to obtain the Purchaser's approval of a draft transition plan required to be provided under paragraph (c) within 30 Business Days of the Purchaser issuing a Purchase Order:
- (i) that failure will constitute a material breach by the Supplier; and
 - (ii) without limiting the Purchaser's other rights or remedies arising from that failure, the Purchaser may, by written notice, terminate this POC.
- (f) The Service Provider must effect Transition in respect of the Security Services in accordance with the Transition Plan that has been approved by the Purchaser under this 3.11 in respect of those services. Without limiting the previous sentence, the Service Provider must:
- (i) produce, and submit to the Purchaser, the deliverables specified in the Transition Plan in accordance with the timetable specified in the Transition Plan;
 - (ii) complete the tasks, and achieve the milestones, specified in the Transition Plan;
 - (iii) effect overall management of the Transition in accordance with the Transition Plan;
 - (iv) make changes to the Transition Plan as reasonably requested by the Purchaser from time to time;
 - (v) identify and resolve, or assist the Purchaser to resolve, any problems or issues that will or may prevent or delay the completion of tasks or achievement of milestones;
 - (vi) keep the Purchaser's POC Contract Manager informed of the current status of the Transition Plan activities through reports, proactive discussions, and the proactive sharing of information;
 - (vii) as reasonably required by the Purchaser, assist with the transition from the provision of services and products by an Incumbent Service Provider (other than the Supplier) to the supply of Security Services in accordance with this POC, and so as to cause no disruption to the operations and functions of the Purchaser, other than to the extent expressly contemplated by the Transition Plan;
 - (viii) without limiting paragraph (vii), liaise with the Incumbent Service Provider to facilitate the timely and effective completion of Transition;
 - (ix) unless the Transition Plan specifies otherwise, provide the Purchaser with weekly progress reports that describe in reasonable detail the current status of the Transition, identify any actual or anticipated problems or delays and propose solutions to those problems or delays. The Service Provider must provide such supporting information as is reasonably required to enable the Purchaser to assess and, if necessary, verify, each such report; and
 - (x) perform Transition in a way that minimises disruption to the Purchaser's business and operations and the discharge of its statutory and legal duties.
- (g) A failure by the Service Provider to:
- (i) submit any deliverable specified in the Transition Plan on or before the due date in the Transition Plan; or

- (ii) achieve any milestone specified in the Transition Plan on or before the date specified in the Transition Plan for its achievement (including the completion of Transition),

constitutes a material breach by the Service Provider.

- (h) Transition in respect of the Security Services to be provided under this POC will not be complete until the Service Provider has completed and submitted all deliverables, and completed all tasks and milestones, specified in the Transition Plan.
- (i) The Purchaser will make a determination as to whether deliverables, tasks and milestones have been completed by reference to the process and/or criteria specified in the Transition Plan, and will notify the Supplier as to its determination by written notice.

3.12 Service Provider to provide equipment

- (a) The Service Provider must provide any and all equipment (including computer hardware, software and any ancillary support) necessary for the performance and maintenance (where appropriate) of the Security Services. The Service Provider must ensure that:
 - (i) such equipment is suitable for deployment in the delivery of Security Services, and conforms to all applicable Laws, Policies, codes of conduct and industry standards;
 - (ii) It holds, at all times, all necessary licences, certification, permits or other authorities to possess and use such equipment; and
 all Personnel that use or operate such equipment are suitably trained and experienced in the use and operation of such equipment, and hold all licences, certifications, permits or other authorities that are required by Law in order that such Personnel may use or operate such equipment lawfully.

3.13 Time of the essence

Time will be of the essence in the performance of this POC.

3.14 Service Rebates

- (a) In addition to any other rights of the Purchaser, the Service Provider agrees to pay to the Purchaser the amount specified in Schedule 7 as a result of any failure of the Service Provider to meet a Service Level or a Purchaser KPI (Service Rebate).
- (b) The application of all Service Rebates for this POC is capped at 100% of the Rates and Fees paid or payable in accordance with the Price Schedule.
- (c) The Service Provider:
 - (i) agrees that the Service Rebates represent a reasonable and genuine pre-estimate of the minimum anticipated or actual loss or damage which would be incurred by the Purchaser as a result of the Service Provider not meeting the Service Level Requirements and/or Purchaser KPIs;
 - (ii) acknowledges that the parties wish to avoid the difficulties of proof of damages, and to this end, agrees that the Service Rebates payable are reasonable and are not a penalty;

- (iii) undertakes that It will not challenge or seek to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable;
- (iv) separately indemnifies the Purchaser in relation to any loss, damage, cost or expense (including legal expense) it incurs in the event of the Service Provider at any time challenging or seeking to set aside the Service Rebates on the basis that they are a penalty or are otherwise unenforceable; and
- (v) agrees that the damages recoverable by the Purchaser under clause 3.14(c)(iv) above includes the amount of any Service Rebates which the Service Provider has sought to challenge as being unenforceable.

3.15 Drug and alcohol testing

- (a) If the Purchaser has included the requirement that the Security Staff agree to submit to drug and/or alcohol testing in a Request for Security Services, the Service Provider must ensure that all Security Staff allocated to this POC, including those employed or engaged by Subcontractors, have consented to such testing consistent with the requirement stated in the Request for Security Services.
- (b) To the extent that Security Staff have not consented to testing, the Service Provider must not allow those Security Staff to perform Security Services under this POC.

4. Reporting requirements

4.1 Service Level Reporting to the Purchaser

- (a) Performance against the Service Levels, being the Service Level Requirements and the Purchaser KPIs will be in accordance with Part 2 of Schedule 5 and Part 2 of Schedule 6 respectively.
- (b) The Service Provider acknowledges that, in addition to its general reporting requirements, it must provide the Purchaser with a statutory declaration (or other appropriate document) every quarter to confirm its compliance with the No Less Favourable Mechanism.
- (c) The Purchaser may, at any time, inspect and request Remuneration Information from the Service Provider for the purpose of auditing compliance with the No Less Favourable Mechanism and the Service Provider warrants that it will cooperate with any such request in good faith. Failure to comply with this clause 4.1(c) shall be taken to be a material breach of this POC.
- (d) In addition to the reports required under clause 4.1(a), the Service Provider must provide to the POC Contract Manager:
 - (i) reports upon the request of the Purchaser in the format and containing the matters specified in Part 2 of Schedule 5 and Part 2 of Schedule 6 at no cost to the requesting party; and
 - (ii) all other data or information that the Purchaser or the POC Contract Manager may request to enable it to adequately assess the performance of the Service Provider,
 - (iii) within 24 hours of the request.
- (e) The Purchaser may, from time to time, and in its absolute discretion (but at all times acting reasonably), request that the Service Provider report against the

Purchaser KPIs. The Service Provider must report truthfully and in good faith, and will cooperate with the Purchaser's request.

5. Contract management

5.1 Nominated persons

For the purposes of ensuring a productive and efficient relationship between the Purchaser and the Service Provider under and in respect of this POC:

- (a) the Purchaser nominates the person or persons specified in Item 2 of Schedule 1 as its POC Contract Manager; and
- (b) the Service Provider nominates the persons specified in Item 2 of Schedule 1 as its:
 - (i) POC Relationship Manager and alternates; and
 - (ii) Site Manager, in respect of each of the site(s) and/or location(s) at which Security Services are being provided.

5.2 Roles and responsibilities of the POC Contract Manager and POC Relationship Manager

- (a) It is the intention of the Parties that the roles of the POC Contract Manager and POC Relationship Manager will be to deal with all queries or relating to contract management, the relationship of the Parties and the overall operation of this POC.
- (b) The POC Relationship Manager and Site Manager(s) must be available at all times during Business Hours, and at all other times following reasonable notice by the POC Contract Manager, to meet with the POC Contract Manager and discuss any matters arising under or in connection with this POC.

5.3 Replacement of nominated persons

- (a) The Purchaser may, from time to time, nominate a replacement POC Contract Manager by notice in writing to the Service Provider. The appointment of the replacement POC Contract Manager will be effective for the purposes of this POC from the date on which notice is given to the Service Provider.
- (b) The Service Provider may only replace a POC Relationship Manager if:
 - (i) the proposed replacement POC Relationship Manager is of an equal or higher seniority as the POC Relationship Manager or alternate to be replaced; and
 - (ii) the change to the POC Relationship Manager will not adversely affect the quality of the relationship between the Purchaser and the Service Provider.
- (c) Unless otherwise agreed, a replacement POC Relationship Manager or alternate (as the case may be) must be appointed no later than 5 Business Days after the previous POC Relationship Manager or alternate ceases to act in that capacity.
- (d) The POC Contract Manager may delegate its powers and functions to any person as long as it notifies the Service Provider in writing which functions it is delegating and to whom (including the delegate's title).

5.4 Responsibility Chart

- (a) To further detail the role and responsibilities of the persons nominated in clause 5.3 if requested by the Purchaser in writing, the Service Provider will, promptly following its entry into this POC, prepare a chart identifying the key tasks and obligations under this POC, and the Party or person responsible for completing or otherwise performing the relevant task or obligation (a Responsibility Chart).
- (b) To assist with the management and successful implementation of the tasks and obligations contained in this POC, the Parties agree to regularly review and update the Responsibility Chart throughout the Term.

5.5 Contract management and performance review

- (a) The POC Contract Manager and the POC Relationship Manager must meet at the time and in the manner specified in Item 8 of Schedule 1 to discuss contract management issues and to review the Service Provider's performance under this POC.
- (b) Without limiting its review under clause 4.1, the Purchaser may, from time to time, review the performance of the Service Provider, including the following criteria:
 - (i) ability of the Service Provider to provide competitive Rates and Fees;
 - (ii) compliance with the No Less Favourable Mechanism; and
 - (iii) compliance with the Service Levels.
- (c) The Purchaser may appoint an independent auditor or industry expert to assist the Purchaser in conducting a performance review. As part of the review, the Purchaser may measure the Service Provider's performance to determine if it matches, or is competitive with, then current market practice and performance of similar and comparable Security Services.
- (d) The Service Provider must do all things necessary (including providing any records and accounts reasonably requested by the POC Contract Manager or the independent auditor or expert) to assist the Purchaser in carrying out a performance review.

6. Subcontractors

- (a) The Service Provider must not subcontract any of its obligations under this POC to any third party unless the third party receives the prior written approval of the Purchaser in accordance with this clause 6. A breach of, or failure to comply with, this clause 6 by the Service Provider will constitute a material breach of this POC.
- (b) Prior to the engagement of any Subcontractor, the Service Provider must notify the Purchaser of its intention to subcontract particular obligations, and seek the Purchaser's written approval. Such notice must be provided within a reasonable time and contain the following information:
 - (i) details of the proposed Subcontractor (including trading name, ABN/ACN and any other relevant details);
 - (ii) the relevant purpose(s) for engaging a subcontractor as set out in clause 6(d);
 - (iii) a detailed explanation as to why a subcontractor must be engaged for the purpose identified in clause 6(b)(ii);

- (iv) the duration of the proposed engagement;
- (v) the subcontractor's capabilities in performing similar Security Services;
- (vi) the subcontractor's financial standing;
- (vii) a copy of the proposed Subcontractor's contract of engagement between the Service Provider and the subcontractor (provided that commercially sensitive payment or security terms, and pricing information, may be omitted);
- (viii) acknowledgement from the Subcontractor that it will comply with all of the obligations arising under the POC
- (ix) certification of all relevant insurances required under clause 24.
- (x) a statement of compliance from the relevant Subcontractor(s) with this POC and all rights and obligations arising under it, including audit requirements;
- (xi) any other information the Service Provider considers relevant; and
- (xii) any other information that the Purchaser may request.
- (c) The Purchaser may, in its absolute discretion approve the engagement of the Subcontractor, imposing any restrictions or conditions the Purchaser considers necessary. The Purchaser will notify the Service Provider of its decision in writing (including reasons for its decision) within 7 Business Days of receiving the Notice of Intent.
- (d) The Purchaser will only exercise its discretion to approve under clause 6(a) if satisfied that the engagement is for one of the following purposes:
- (i) Surge Requirements on Short Notice;
- (ii) the Service Provider does not have the capability or license to provide the Security Services required and those Security Services are outside what is considered to be a standard service; or
- (iii) in exceptional circumstances, as determined by the Purchaser.
- (e) For the purposes of clause 6(d):
- (i) Surge Requirements means a requirement, in the reasonable opinion of the Purchaser, to provide heightened security for a limited duration; and
- (ii) Short Notice means notice of less than 72 hours from the Purchaser to the Service Provider.
- (f) An Approved Subcontractor that seeks to further subcontract work for any purpose will be required to seek approval from the Purchaser in accordance with the process outlined in this clause 6.
- (g) If the Purchaser approves a proposed Subcontractor under clause 6(a), the Service Provider must notify the Lead Department and provide the Lead Department with the documentation outlined in clause 5.1(3) of the SPC Agreement. The Parties acknowledge that the Lead Department may under the SPC Agreement, in its absolute discretion, terminate the relationship with an Approved Subcontractor at any time prior to the end of the proposed engagement by notice in writing to the Service Provider.
- (h) The Service Provider must:
- (i) ensure that the terms of the Service Provider's contract of engagement with an Approved Subcontractor with respect to obligations of each Approved Subcontractor in respect of:

- (A) compliance with Policies;
- (B) subcontracting;
- (C) time of the essence;
- (D) the provision of equipment and personnel;
- (E) drug and alcohol testing of, and conduct of, Personnel engaged or employed to provide Security Staff;
- (F) Incorporation of the No Less Favourable Mechanism in pricing;
- (G) Intellectual Property Rights;
- (H) confidentiality;
- (I) privacy; and
- (J) data protection,

are the same or substantially the same as those imposed on the Service Provider under this POC. Nothing in this clause 6(h) will operate as a waiver, release or relaxation of the Service Provider's obligations to ensure that its obligations under this POC, with respect to the matters listed in this paragraph (i), are fulfilled;

- (ii) ensure that those terms and conditions include provisions:
 - (A) that permit the Lead Department and/or the Purchaser to have access and audit rights to the same extent as those rights apply to the Service Provider under the SPC Agreement and this POC, and that the Subcontractor permits the Lead Department to have access to premises, operations and records of the Subcontractor, and to audit such premises, operation and records, as if they were the premises, operations and/or records of the Service Provider; and
 - (B) that require the Subcontractor to comply with other particular provisions of this POC that are nominated by the Lead Department;
- (iii) ensure that the rights of the Lead Department and the Purchaser are held on trust for, and exercisable by, the Lead Department and/or the Purchaser;
- (iv) ensure, through appropriate contractual requirements, that each Subcontractor includes the terms and conditions set out in clause 6(h) in each and every subcontract that the Subcontractor enters into under this POC; and
- (v) ensure, through appropriate contractual requirements, that all other parties performing the Service Provider's obligations under this POC are bound by the terms and conditions set out in Schedule 9.
- (vi) For the purposes of this clause, the performance of any of the Service Provider's obligations or the exercise of any of its rights under this POC by a Related Company of the Service Provider is taken to be subcontracting, whether or not the performance or exercise is undertaken pursuant to agreement or otherwise.

7. Access to records and auditing requirements

7.1 Access to records

- (a) The Service Provider must, during the Term and for a period of seven years after the expiry or termination of this POC, keep true and detailed:
 - (i) records of all Security Services supplied under this POC; and

- (ii) accounts and records associated with any of the above records or otherwise with the Service Provider's performance under this POC, including all supporting materials used to generate and substantiate invoices submitted in respect of the Security Services supplied under this POC.
- (b) Upon the expiry or termination of this POC, if requested by the Purchaser, the Service Provider must transfer to the Purchaser copies of the accounts and records referred to in clause **Error! Reference source not found.** where they are public records for the purpose of the *Public Records Act 1973* (Vic). The Purchaser must meet the Service Provider's reasonable direct cost of supplying such copies.
- (c) When transferring records under clause **Error! Reference source not found.**, the Service Provider must transfer the records in the format and medium reasonably required by the Purchaser.
- (d) The Service Provider agrees to comply with any applicable State legislation relating to archival requirements. The Service Provider must cooperate with, and assist the Purchaser, to comply with any obligations imposed by the *Public Records Act 1973* (Vic).

7.2 Right to access for audit and or inspection purposes

- (a) The Purchaser or its duly authorised representatives (Purchaser's Authorised Representatives) will have the right, after giving reasonable notice at any time during Business Hours, to inspect and/or audit the accounts and records of the Service Provider and any Subcontractor relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of, or extracts from, any such records.
- (b) Without limiting clause **Error! Reference source not found.**, the Purchaser or the Purchaser's Authorised Representatives may, at any time and in their full discretion, perform an unannounced audit and/or inspection during Business Hours of the Service Provider and any Subcontractor's accounts and records relating to the provision of Security Services under this POC, and of all other matters relevant to the calculation of the Rates and Fees at which the Security Services are provided. The Purchaser's Authorised Representatives will be entitled (at the expense of the Purchaser) to take copies of or extracts from any such records.
- (c) The Service Provider must, and must ensure that any Subcontractor, provides the Purchaser or the Purchaser's Authorised Representatives with any requested information for the purposes of the inspection and/or audit within a reasonable period of time, but no later than seven Business Days of the request being made.
- (d) In addition to requesting relevant information, the Purchaser or the Purchaser's Authorised Representatives may, at their full discretion, conduct interviews with any Personnel who may hold information relevant to the inspection and/or audit.
- (e) The right of access and audit granted under clause **Error! Reference source not found.** may be exercised by the Purchaser at any time during the Term or in the seven year period following the expiry of the Term.
- (f) For the avoidance of doubt, the Purchaser will be solely responsible for the costs of conducting any audit under clause **Error! Reference source not found.**

7.3 Subcontracting Requirements

- (a) The Service Provider acknowledges that it will be responsible for ensuring that any Subcontractor complies with this clause 7 and fully co-operates with the Purchaser or the Purchaser's Authorised Representatives, in good faith, to enable it to discharge its reporting and auditing and/or inspection requirements.

8. Price for the Security Services

8.1 Price Schedule

- (a) The Service Provider acknowledges and represents that the rates and fees set out in Schedule 2 are the maximum (ceiling) Rates and Fees the Service Provider may charge the Purchaser for Security Services under this POC, and are the maximum Rates and Fees the Purchaser will, subject to this POC, be obliged to pay for those Security Services.
- (b) Subject to any change in the Rates and Fees for the Security Services resulting from the application of any express provision of the SPC Agreement or the implementation of Revised Rates and Fees under clauses 3.6(c) or 3.7, the Rates and Fees are fixed for the duration of the POC. The Parties agree that expenses or other disbursements may only be charged by the Service Provider in accordance with Schedule 2.
- (c) The Rates and Fees must not exceed the rates and fees specified in the 'Price Schedule' of the SPC Agreement (as applicable following any adjustment under the SPC Agreement).
- (d) Any amounts charged by the Service Provider in excess of the Rates and Fees specified in the SPC Agreement will be refundable to the Purchaser and will be a debt due and payable by the Service Provider to the Purchaser.

9. Security Services Staff

9.1 General requirements

- (a) Each of the Security Staff must:
- (i) hold the licences, accreditations and certifications prescribed in the Technical Specifications and General Specifications, and such licences, accreditations and certifications must be current at all times while such Security Staff are listed on the register to be maintained under clause 9.1(h)
 - (ii) have the minimum level of experience in the delivery or provision of the Security Services for which they are deployed from time to time that is specified in either or both of the Technical Specifications and General Specifications; and
 - (iii) be of good character, and capable of acting in good faith while providing Security Services.
- (b) The Purchaser may, at any time, by written notice, direct that, in respect of:
- (i) the delivery of particular Security Services; and/or
 - (ii) the delivery of Security Services at a particular site or location,

the Service Provider may only deploy Personnel as Security Staff if such Personnel are approved by the Purchaser.

- (c) If the Purchaser makes a direction under clause 9.1(b), the Service Provider must not deploy any Personnel as Security Staff, in respect of the particular Security Services and/or site(s) or location(s) specified in that direction unless such Personnel are approved by the Purchaser, and such approval is recorded in the Security Staff Register.
- (d) In order that particular Personnel be approved, the Service Provider must prepare and submit to the Purchaser an application containing the following information and documentation:
- (i) the name and address, and contact telephone numbers (home and, if applicable mobile) of the Personnel;
 - (ii) the particular Security Services for which that individual will be deployed;
 - (iii) a certified copy of all licences, accreditations and certifications held by each member of the Personnel, and a record of when such licences, accreditations and certifications expire, and any conditions, limitations or prohibitions attaching to such licences, accreditations and certifications;
 - (iv) a certified copy of each Security Staff's driver's licence or passport;
 - (v) two colour passport-size photographs of the Personnel;
 - (vi) a certified copy of a police records check in respect of the Personnel; and
 - (vii) such other details as are necessary to demonstrate that Personnel's suitability to be approved to provide Security Services, or the particular Security Services for which the Service Provider proposes to deploy such Personnel.
- (e) In making an application in respect of an individual under clause 9.1(d), the Service Provider, on its own behalf and as agent for that individual:
- (i) warrants that the information and documentation contained in the application is genuine, accurate and up to date;
 - (ii) unconditionally authorises the Purchaser (or its officers, agents, employees or contractors) to make any and all enquiries the Purchaser considers necessary to satisfy itself of the identity, qualifications, background and suitability of that individual to be approved; and
 - (iii) agrees to indemnify the Purchaser (and those of its officers, agents, employees or contractors who undertake such enquiries on behalf of the Purchaser) against any claims, demands, actions or proceedings brought against the Purchaser (and/or such officers, agents, employees or contractors) arising from, or in connection with, the making of such enquiries or the Purchaser's decision to approve or reject the applications made in respect of such individual.
- (f) The Purchaser will notify the Service Provider, in respect of each application for approval made under clause 9.1(d), whether such application is approved or rejected. A decision to approve or reject an application will be made by the Purchaser in its absolute discretion, provided that, if a particular individual has been approved for the purposes of equivalent security services, or an equivalent site or location, under a POC entered into by another purchaser, the Purchaser will not unreasonably withhold or delay its approval of that individual unless:

- (i) the approval of such individual relates to Security Services that are different to those for which that individual is already approved under another POC; or
 - (ii) the requirements of the Technical Specifications for the Security Services for which that individual will be deployed are such those Security Services that are not directly comparable to the services being provided under that other POC.
- (g) The Purchaser may, for the purposes of clause 9.1(b), approve a given individual subject to conditions, and the deployment of that individual as Security Staff to provide the relevant Security Services and/or to provide Security Services at a given site or location, will be subject to the Service Provider procuring compliance with those conditions.
- (h) The Service Provider will create and maintain throughout the Term a register, which may be in physical or electronic format, of all Security Staff that are deployed by it for the purposes of providing Security Services under this POC (**Security Staff Register**). The Security Staff Register must contain, for each of the Security Staff:
- (i) the details and documents listed in clause 9.1(d);
 - (ii) the details of the Security Services for which each individual is approved for the purposes of clause 9.1(b) of this POC;
 - (iii) the details of any conditions attaching to the Purchaser's approval of such individual.

For the purposes of this POC, a reference to Security Staff who are 'registered' means that the required details of such Security Staff appear on the Security Staff Register.

- (i) For the avoidance of doubt, the Service Provider is not required to procure the Purchaser's approval of Security Staff, unless the Purchaser issues a direction under clause 9.1(b) in respect of particular Security Services or particular sites or locations. In respect of each of its Security Staff, the Service Provider must still comply with clauses 9.1(a) and 9.1(h), notwithstanding that it is not required to obtain the Purchaser's approval of such Security Staff.
- (j) The Service Provider must make the Security Staff Register available for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (k) The deployment by the Service Provider of an individual as Security Staff:
 - (i) who is not approved and/or who does not appear in the Security Staff Register; or
 - (ii) in breach of clause 9.1(c),

will constitute a material breach of this POC.

9.2 Availability of Security Staff

- (a) The Service Provider will ensure that, at all times, it has sufficient numbers of Security Staff who are duly approved and registered, to provide the Security Services under this POC.
- (b) Unless it is a condition of the approval of a particular individual or individuals by the Purchaser, the Service Provider is not obliged to ensure that:
 - (i) particular Security Services are provided only by nominated Security Staff; or

- (II) particular Security Staff provide Security Service exclusively to the Purchaser.
- (c) The Service Provider must create and maintain a roster that specifies:
 - (i) which Security Staff will be providing Security Services;
 - (II) the Sites at which such Security Staff will be providing Security Services; and
 - (iii) the dates and times during which such Security Staff will be providing Security Services at each such Site.
- (d) The Service Provider must produce the roster required for the purposes of clause 9.2(c) for inspection by the Purchaser (or its authorised representative from time to time) upon written request from the Purchaser.
- (e) The Service Provider must use all commercially reasonable endeavours to retain approved and registered Security Staff throughout the Term.

9.3 Removal and deregistration of Security Staff

- (a) The Service Provider must remove any Security Staff from the provision of Security Services at a given Site, or generally, if directed to do so in writing by the Purchaser. The Purchaser may make such direction if the relevant individual:
 - (i) has been involved in any Wilful Default or illegal conduct, or has consistently breached policies, procedures and guidelines applicable to the Site or locations at which he or she provides Security Services;
 - (ii) In the reasonable opinion of the Purchaser:
 - (A) is or has become incapable of efficiently performing his or her duties as Security Staff;
 - (B) is not, or becomes a person who is not, suitable to be involved in the provision of Security Services, either at the relevant Site or generally; or
 - (C) is or becomes a person whom it would not be in the public interest for the Service Provider or the Purchaser to engage or be associated with;
 - (iii) has, or becomes likely to acquire, a criminal record.
- (b) Where the Purchaser makes a direction for reasons specified in either paragraphs 9.3(a)(i) or 9.3(a)(ii), such direction will contain particulars of such reasons, but, unless there is manifest error, such particulars may not be disputed or challenged by the Service Provider, and the direction is legally binding. Subject to clause 9.3(d), the Service Provider must make such adjustments or amendments to the Security Staff Register to reflect the Purchaser's direction.
- (c) If an individual is the subject of a direction made by the Purchaser under clause 9.3(a), the Service Provider must procure that such individual departs the Site(s) at which he or she is providing Security Services that are the subject of that direction, and does not return to such Site(s), unless he or she has the Purchaser's written consent to do so.
- (d) The Purchaser may, in addition to issuing a direction under clause 9.3(a), also direct that the individual that is the subject of clause 9.3(a) be de-registered. Where a direction under this clause is made, the Service Provider must record in the Security Staff Register that that individual is no longer approved by the Purchaser for the purposes of this clause 9.

10. Step-in and Step-Out

10.1 Step-in

- (a) Without limiting the Purchaser's rights under this clause 10.1, if the Service Provider has:
- (i) failed to carry out any Security Services when required by this POC;
 - (ii) failed to pay any of its Security Staff or Subcontractors engaged to carry out all or part of the Security Services;
 - (iii) carried out Security Services that are substandard, non-workmanlike, do not comply with the General Specification and/or Technical Specification; or
 - (iv) otherwise has not acted in accordance with the requirements of this POC,
 - (v) the Purchaser may issue a written notice to the Service Provider:
 - (vi) specifying those failures or breaches, and requiring the Service Provider to rectify those failures or breaches, and demonstrate such rectification, within 5 Business Days; and
 - (vii) advising the Service Provider that if those failures or breaches are not rectified within the 5 Business Days required in clause 10.1(a)(v) to the Purchaser's satisfaction, the Purchaser may suspend payment under this POC.
- (b) If the Service Provider does not rectify the failures or breaches with respect to the Security Services set out in the notice issued under clause 10.1(a) within the five Business Days, to the satisfaction of the Purchaser, the Purchaser may, without limiting its rights under this clause:
- (i) suspend payment of fees and other amounts payable to the Service Provider under this POC ; and
 - (ii) appoint a person (Step-in Party) to carry out or rectify those Security Services.
- (c) For the avoidance of doubt, any Step-In Party appointed by the Purchaser under clause 10.1(b)(ii) is appointed to ensure that the failures and breaches set out in the notice issued under clause 10.1(a) are duly rectified, but not entitled to perform any future Security Services remaining to be completed.
- (d) The Step-in Party may do anything in respect of those Security Services that the Service Provider could do, including:
- (i) have access to any Site at which those Security Services are to be carried out;
 - (ii) having access to those systems, records, Personnel and equipment of the Service Provider that are applied or deployed in the provision of Security Services under this POC;
 - (iii) do anything the Purchaser considers necessary to carry out or rectify those Security Services or to overcome any risk or mitigate any consequences resulting from the Service Provider's failure to carry out or complete them; and
 - (iv) do anything incidental to the above.
- (e) The Service Provider must co-operate with the Step-in Party and do all things reasonably necessary to ensure that the Step-in Party is able to exercise the rights referred to in clause 10.1(d), and carry out the affected Security Services and/or

rectify the breaches or failures in respect of those Security Services set out in the notice issued under clause 10.1(a).

- (f) The Service Provider shall have no right to any compensation or allowance for any action taken by the Purchaser pursuant to this clause 10 or anything done or not done by the Step-in Party.
- (g) The Purchaser shall be entitled to suspend payment under this POC until the Step-In Party has rectified the relevant failures or breaches on the part of the Service Provider and may set off from any such payments in accordance with clause 11 as a debt due from the Service Provider to the Purchaser any amount payable by the Purchaser to the Step-in Party and any costs incurred by the Purchaser arising from the exercise of its rights under this clause 10.
- (h) If the Service Provider does not rectify those failures or breaches set out in the notice issued under clause 10.1(a) to the satisfaction of the Purchaser because the labour disturbance continues for more than 5 Business Days or labour disturbances occur over any two year period which in total amounts to 5 Business Days, the Purchaser may immediately terminate this POC and in that case also exercise a right to take over the whole or any part of the Security Services remaining to be completed and for that purpose and insofar as it may be necessary, exclude from the Sites at which the Security Services are being carried out the Service Provider or any other person concerned in the performance of the Security Services under this POC.
- (i) If the Purchaser elects to exercise the right under clause 10.1 the Purchaser may complete the whole or any part of the Security Services outstanding and for that purpose may let a contract for such Security Services or may employ any person to carry out that Security Service.

10.2 Step-out

- (a) If the Purchaser has appointed a Step-in Party under clause 10.1, the Purchaser may cease the appointment of the Step-In Party at any time.
- (b) If the Purchaser elects to cease the appointment of the Step-in Party, the Purchaser will, if reasonably practical to do so, give prior notice to the Service Provider and in any event will, as soon as practical, provide notice to the Service Provider that the Purchaser has ceased the appointment of the Step-in Party.
- (c) Upon the Purchaser ceasing the appointment of the Step-in Party pursuant to clause 10.2(a):
 - (i) the Service Provider must immediately recommence performance of the Service Provider's obligations which were suspended pursuant to clause 10.1; and
 - (ii) the Purchaser will, at the cost and expense of the Service Provider, give reasonable assistance to the Service Provider to ensure that the process of the Purchaser ceasing the appointment of the Step-In Party and the Service Provider recommencing to perform its obligations is effected as smoothly as possible.

11. Invoicing and payment

11.1 Invoicing

- (a) All fees for Security Services provided in a given period will be payable in arrears, and not in advance. If, contrary to the previous sentence, an amount appears in an invoice, which relates, or purports to relate, to a future period will, notwithstanding that it appears in that invoice, become payable only at the conclusion of that future period.
- (b) The Service Provider must submit to the Purchaser a Tax Invoice or Tax Invoices in respect of each POC with the frequency specified in Item 3 of Schedule 1.
- (c) A Tax Invoice submitted for payment pursuant to clause 11.1(b) must contain each of the matters specified in Item 3 of Schedule 1 and be sent to the address specified in Item 3 of Schedule 1.

11.2 Payment of Invoice

- (a) Subject to the remainder of this clause 11.2 and clause 11.1, the Purchaser will pay the invoiced amount to the Service Provider within 30 days of receipt of the invoice, in the manner specified in Item 4 of Schedule 1.
- (b) An invoice will not be paid until such time as the invoice is certified for payment by the POC Contract Manager of the Purchaser. An invoice will not be certified for payment unless the POC Contract Manager is satisfied that it is correctly calculated with respect to the Security Services that are the subject of the relevant POC and the Service Provider is entitled to claim payment.
- (c) If the POC Contract Manager disputes the invoiced amount (whether in whole or in part) for any reason, the Purchaser must pay the undisputed amount of such invoice (if any) and notify the Service Provider of the amount the Purchaser believes is due for payment. If the Purchaser and the Service Provider are unable to agree on the balance of the invoiced amount, the dispute will be addressed in accordance with clause Error! Reference source not found..
- (d) Payment of an invoice is not to be taken as:
 - (i) evidence of an admission that the Security Services have been provided in accordance this POC or the SPC Agreement, including compliance with Service Level Requirements or Purchaser KPIs;
 - (ii) evidence of the value of the Security Services supplied; or
 - (iii) an admission of liability,
 but must be taken only as payment on account.

11.3 Fair payment

- (a) Where the value of the POC is less than \$3 million, the Purchaser will, on demand by the Service Provider, pay simple interest on a daily basis on any overdue amount, at the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic).
- (b) For the purposes of clause 11.3(a), overdue amount means an amount (or part thereof) that:
 - (i) is not, or is no longer, disputed in accordance with this POC;

- (ii) is due and owing under a Tax Invoice properly rendered by the Service Provider in accordance with this POC; and
- (iii) has been outstanding for more than 30 days from the date of receipt of the invoice or the date that the amount ceased to be dispute, as the case may be.

11.4 Payment of Security Staff and Subcontractors

- (a) The Service Provider acknowledges and agrees that its obligations to pay Security Staff and any Subcontractors is not conditional on its receipt of payment of fees and other amounts due and/or payable to it from the Purchaser, and the Service Provider must not fail to pay, or withhold payment, of any amounts or entitlements due and/or payable to Security Staff or any Subcontractors on the ground that the Service Provider has not received payment of a given amount from the Purchaser. A breach of this clause 11.4(a) by the Service Provider will constitute a material breach.
- (b) The Service Provider is required to make and deliver to the POC Contract Manager within seven Business Days of the end of each month a statutory declaration or other document required by the POC Contract Manager confirming that all Security Staff (including those employed or engaged by Subcontractors) engaged in the provision of the Security Services have been paid all moneys due and have complied with the No Less Favourable Mechanism. The statutory declaration or other document is to be in a form approved by the Purchaser and is to be accompanied by a fully itemised statement indicating payments made to all Security Staff for the month to which the declaration relates.
- (c) The Service Provider shall, at the written request of the POC Contract Manager, produce wages books, receipts for contributions to the appropriate superannuation fund for Security Staff as well as but not limited to all documentation including forms for tax deductions, and any other documents which may be relevant to engaging Security Staff for the Security Services. The POC Contract Manager may make this request at any time.
- (d) At the written request of the Service Provider, the Purchaser may (but will not be obliged to) make payments directly to any Security Staff of the Service Provider (or any Subcontractor) on behalf of the Service Provider (such amounts to be deducted from the amounts payable by the Purchaser to the Service Provider for the provision of the Security Services to which the payments relate).
- (e) If any Personnel of the Service Provider obtains a court order in respect of moneys referred to in clause 11.4(a) and produces to the Purchaser the court order that it remains unpaid, the Purchaser may pay the amount of the order, and the costs included in the order, to such Personnel and the amount paid shall be a debt due from the Service Provider to the Purchaser.
- (f) Notwithstanding anything else in this clause 11.4, the Purchaser will not make any payment to Personnel of the Service Provider (or any Subcontractor) if it becomes aware that the Service Provider, or Subcontractor, as the case may be, has been the subject of an Insolvency Event, without the prior agreement of the official receiver, liquidator, administrator or controller appointed to the Service Provider or Subcontractor (as the case may be).

11.5 Staff Costs

- (a) The Service Provider will indemnify and keep indemnified the Purchaser from and against all liability for the Staff Costs in any way relating to the Security Services.
- (b) If the Purchaser is or becomes liable to pay any Staff Costs, the Purchaser may deduct the amount of its liability for the Staff Costs from any amount due by the Purchaser to the Service Provider, whether under this POC or otherwise.

11.6 Set off and Right to Recover Moneys

- (a) The Purchaser may set off against any sum owing to the Service Provider under this POC any amount then owing by the Service Provider to the Purchaser.
- (b) The Purchaser reserves the right to recover all overpayments howsoever occurring and in particular to recover overpayment made in the event of the Service Provider at any time submitting an invoice that includes a claim for any Security Services not completed.

12. Access and safety

12.1 Access to premises

If the Service Provider requires access to the premises of the Purchaser in connection with the provision of the Security Services, the Purchaser will, subject to its usual security requirements, permit the Service Provider reasonable access to the premises at such times as may be reasonably necessary to enable the Service Provider to provide the Security Services.

12.2 Obligations

When the Service Provider enters the premises of the Purchaser, the Service Provider must and must ensure that its Personnel use all reasonable endeavours to:

- (a) protect people and property;
- (b) prevent nuisance and unnecessary noise and disturbance; and
- (c) act in a safe and lawful manner and comply with the safety standards and policies of the Purchaser, as the case may be (as notified to the Service Provider) and comply with any lawful directions of the Purchaser (and/or the Purchaser's Authorised Representatives).

13. Bank Guarantee

13.1 Provision of Bank Guarantee

The Service Provider will, to the extent specified in Item 5 of Schedule 1, provide or procure a Bank Guarantee or other similar arrangement substantially in the form specified in Schedule 11.

13.2 Form of Bank Guarantee

- (a) Where a Bank Guarantee is specified in Item 5 of Schedule 1, the Bank Guarantee must:
 - (i) have a face value in the amount set out in Item 5 of Schedule 1; Schedule 1 Purchase Order Contract Details and

- (ii) remain valid and enforceable until the date of its return in accordance with this POC.
- (b) If any claims are made against the Bank Guarantee at any time, the Service Provider must, within a period not exceeding 20 Business Days, reinstate the Bank Guarantee to the level required by the Purchaser, provided that the level required shall not exceed the level required prior to the making of a claim.
- (c) After the expiration or termination of this POC, the Purchaser must return to the Service Provider the Bank Guarantee within 21 days of a written request by the Service Provider, provided that there is no amount owing and payable to the Purchaser under this POC.

14. Intellectual Property Rights

14.1 Ownership of Pre-Existing Intellectual Property

The Purchaser's and the Service Provider's Pre-Existing Intellectual Property will remain vested in each of them (or the relevant third parties).

14.2 Licence of Service Provider Intellectual Property

- (a) Without limiting any of the Lead Department's rights in respect of Disengagement, the Service Provider hereby irrevocably and unconditionally grants to the Purchaser a perpetual, non-exclusive, royalty-free, worldwide, transferable, irrevocable licence (including the right to sub-licence) to exercise all Intellectual Property Rights in any of the Service Provider's Pre-Existing Intellectual Property that is required to enable the ongoing provision of the Security Services, or equivalent services that the Purchaser may acquire following the expiry or termination of this POC, (whether from a third party or otherwise), or to enable the Purchaser (as the case may be) to receive the benefits of any of the Service Provider's obligations under this POC.

14.3 Licence by the Purchaser

The Purchaser grants the Service Provider a non-exclusive, non-transferrable, royalty-free licence to use the Purchaser's Pre-Existing Intellectual Property for the sole purpose of performing, and only to the extent required to perform, the Security Services and complying with its obligations under this POC for the Term.

14.4 Moral Rights

The Service Provider warrants that the Purchaser may use any of the copyright works in any Security Services in any way, without identifying any person as the individual responsible for creating any particular material comprised in it, without infringing the Moral Rights of any person.

14.5 Additional obligations

The Service Provider must do all things reasonably requested by the Purchaser to give full effect to this clause **Error! Reference source not found.**, including entering into further agreements to assign the rights referred to in clause **Error! Reference source not found.**, to the extent applicable.

14.6 Data

- (a) Data will remain (and, if necessary, will become) the property of the Purchaser. The Service Provider will supply to the Purchaser from the date of the creation all Intellectual Property Rights in any Data created by or on behalf of the Service Provider. For the avoidance of doubt, Data includes data that does not form part of the provisions of the Security Services.
- (b) If the Service Provider or a Subcontractor is deemed to be the first owner of any database right or other Intellectual Property Rights in the Data, it must assign those Intellectual Property Rights to the Purchaser.
- (c) The Service Provider must only use the Data to the extent necessary to perform its obligations under this POC.
- (d) The Service Provider must:
 - (i) subject to any more stringent requirements imposed pursuant to this POC, prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to the Data; and
 - (ii) comply with any policies of the Purchaser in effect from time to time in respect of the security disposal of equipment and destruction of records and the Data.
- (e) If the Service Provider suspects that any Data has (or may) become lost or corrupted or there is unauthorised access to that Data, it will immediately notify the Purchaser and propose remedial action, including action to ensure that this does not recur.
- (f) The Service Provider must not, and must ensure that its Personnel and Subcontractors do not, without the Purchaser's prior written consent:
 - (i) remove Data or allow the Data to be removed from the Purchaser's premises or equipment; or
 - (ii) take, disclose or make available the Data or allow the Data to be taken, disclosed or made available outside Victoria.

15. Liability

15.1 General Liability

- (a) The Service Provider at all times indemnifies and will continue to indemnify, hold harmless and defend the Purchaser and each of the Purchaser's personnel (Indemnified Party) against any liabilities, losses, damages, costs and expenses (including all legal costs determined on a full indemnity basis) (Losses) suffered or incurred by any Indemnified Party as a result of any demand, suit, action, claim or proceeding against an Indemnified Party where the Losses arise as a result of any of the following:
 - (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a claim, action or proceeding arising from or in connection with the exercise by any Security Staff of any powers to apprehend or question any individual;

- (iv) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
- (v) fraudulent acts or omissions of the Service Provider or its Personnel;
- (vi) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
- (vii) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
- (viii) loss or corruption of Data;
- (ix) any third party claim arising out of a breach of this POC by the Service Provider or its Personnel (including breach of warranty) or any negligent act or omission of the Service Provider or its Personnel; or
- (x) any infringement or alleged infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party,

except to the extent that any such Loss is caused by the negligence or other wrongful act or omission of the Indemnified Party.

- (b) If any indemnity payment is made by the Service Provider under this clause **Error! Reference source not found.**, the Service Provider must also pay to the Indemnified Party an additional amount equal to any tax which is payable by the Indemnified Party in respect of that indemnity payment.
- (c) The Purchaser may, in its absolute discretion, request or permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any litigation that may occur following a claim that receipt or use by the Purchaser of any Data or other Materials supplied by the Service Provider infringes the Intellectual Property Rights, Moral Rights or any other rights of a third party (an IPR Claim).
- (d) If the Purchaser, requests or permits the Service Provider to defend an IPR Claim in accordance with clause **Error! Reference source not found.**(c):
 - (i) the Service Provider must comply at all times with any Government policy relevant to the conduct of the IPR Claim (including the Model Litigant Guidelines) and with any conditions imposed and directions given by the Purchaser;
 - (ii) the Service Provider may not settle or compromise the IPR Claim conducted by it without the Purchaser's consent; and
 - (iii) the Purchaser may, at any time, give notice to the Service Provider that the Purchaser wishes to conduct the IPR Claim (including associated settlement discussions) and the Service Provider will permit the Purchaser to do so.

15.2 Limitation

- (a) Subject to clause **Error! Reference source not found.****Error! Reference source not found.**, each party's liability to the other party under this POC in respect of all losses, including direct and indirect losses, damages, liability, costs, expenses, suits and claim arising from a breach of contract, tort (including negligence) or otherwise, shall be limited (to the extent permitted by law) to \$20 million or such higher amount as may be agreed by the Service Provider and the Purchaser

- (b) Nothing in clause **Error! Reference source not found.** of this POC generally operates to limit the Service Provider's liability to the Purchaser in respect of:
- (i) personal injury, including sickness and death caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (ii) property damage caused or contributed to by the acts or omissions of the Service Provider or its Personnel;
 - (iii) a breach of an obligation of confidence or privacy, whether under this POC or otherwise;
 - (iv) fraudulent acts or omissions of the Service Provider or its Personnel;
 - (v) any Wilful Default or illegal act or omission by the Service Provider or its Personnel;
 - (vi) breaches of logical or physical security caused or contributed to by the Service Provider or its Personnel;
 - (vii) loss or corruption of Data;
 - (viii) an Indemnity set out in this POC; or
 - (ix) any infringement of the Intellectual Property Rights, Moral Rights or any other rights of any person, including any third party.

15.3 No occupier's liability

- (a) To the maximum extent permitted by Law, neither the Purchaser nor any of their respective officers, employees, agents and invitees will be responsible for any damage done to the Service Provider's property or to that of any of the Service Provider's Personnel or for any personal injury sustained by any of the Service Provider's Personnel occurring on the Purchaser's premises as a result of:
- (i) the negligence or recklessness of such Service Provider's Personnel; or
 - (ii) if such Service Provider's Personnel has (or have) failed to comply with the occupational health and safety and security policies of the Lead Department or the Purchaser, as the case may be (as notified to the Service Provider).
- (b) The Service Provider unconditionally and irrevocably releases the Purchaser and their officers, employees, agents and invitees from all responsibility contemplated by clause **Error! Reference source not found.** and agrees to indemnify the Lead Department, each Purchaser and their respective officers, employees, agents and invitees (each an Indemnified Party) against any loss that the Indemnified Party may suffer as a result of any third party bringing an action against that Indemnified Party in relation to any such circumstances, except to the extent that such circumstances were caused directly as a result of the Indemnified Party's negligence or wilful act.

16. Warranties

The Service Provider represents and warrants that, as at the Commencement Date, and throughout the Term:

- (a) it has the right to enter into this POC and perform the Security Services in accordance with this POC;

- (b) in respect of the Security Services it has agreed to provide under this POC, it is duly appointed to the Panel in respect of each of the respective Service Categories of which those Security Services form part;
- (c) the execution, delivery and performance of this POC by it does not contravene any contractual, legal or other obligation that applies to it;
- (d) it is entitled to use and deal with any Intellectual Property Rights and Moral Rights which may be used by it in connection with the Security Services and to grant to the Purchaser the licences contemplated by this POC;
- (e) the receipt, possession or use of the Security Services, and/or Data or other Materials supplied by the Service Provider, by the Purchaser will not infringe the Intellectual Property Rights or other rights of any person or any Laws;
- (f) without limiting the Service Provider's Service Level obligations, the Security Services will be:
- (i) provided with due care and skill;
 - (ii) provided in accordance with all applicable standards, principles, practices and in accordance with the requirements of this POC; and
 - (iii) completed within a reasonable time;
- (g) it has the accreditation or membership of professional or other bodies, such as the Australian Security Industry Association, in relation to the provision of the Security Services as set out in the Tender Documentation and that it will use its best endeavours to maintain such accreditation or membership during the Term;
- (h) it holds all licences, certificates, permits, consents and authorisations required under any Law in relation to the provision of the Security Services, including licences required under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
- (i) It has, and will at all times during the Term have, sufficient human resources, equipment, systems, technology and other resources necessary to deliver Security Services to the Purchaser. In accordance with the terms of this POC;
- (j) it and each of its Security Staff (and any Subcontractors) are appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with this POC;
- (k) the Security Staff Register is maintained, accurate, up to date and complete;
- (l) its Security Staff (and any Subcontractors) are:
- (i) of good character and integrity;
 - (ii) current holders of Victorian Security Officer Licences under the *Private Security Act 2004 (Vic)* and *Private Security Regulations 2016 (Vic)* and any other Victorian or Commonwealth legislation which applies to the conduct of a business providing Security Services;
 - (iii) appropriately qualified and have the requisite knowledge, skill and expertise to provide the Security Services in accordance with the Service Level Requirements and Purchaser KPIs; and
 - (iv) trained, and will continued to be trained, with respect to Laws relating to private security;

- (m) whilst on the premises owned or controlled by the Purchaser, the Service Provider and its Security Staff will at all times comply with the Purchaser's lawful directions and policies, of which the Service Provider is notified or is otherwise aware, including any applicable occupational health and safety and security policies;
- (n) where the Purchaser has, either expressly or by implication, made known to the Service Provider any particular purpose for which the Security Services are required, the Security Services will be performed in such a way as to achieve that result;
- (o) each report provided by the Service Provider will be true, correct and complete in each particular; and
- (p) if the Service Provider is entering into this POC on behalf of a trust (Trust):
 - (i) it is a validly appointed trustee of the Trust;
 - (ii) there has not been any contravention of or non-compliance with any of the terms of the documents which established the Trust (Trust Deed);
 - (iii) it has the right to be indemnified out of, and take a lien over, the assets of the Trust;
 - (iv) this POC does not conflict with the operation or terms of the Trust or the Trust Deed;
 - (v) this POC constitutes valid and enforceable obligations of the Trust;
 - (vi) it has full and valid power and authority under the Trust to enter into this POC and to carry out the transactions contemplated by this POC (including all proper authorisations and consents);
 - (vii) it enters into this POC and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust; and
 - (viii) it is the sole trustee of the Trust.
- (q) For the avoidance of doubt, the warranty provided under clause 16(o) is a continuing warranty and made at the date of this POC and again on each date that a report is delivered.

17. Conflict of Interest

- (a) The Service Provider warrants to the Purchaser that it does not, and will ensure that each of its Personnel do not, hold any office or possess any property, are not engaged in any business, trade or calling and do not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with their duties and interest under this POC.
- (b) The Service Provider must promptly inform the Purchaser of any matter which may give rise to an actual or potential conflict of interest at any time during the Term.
- (c) The Service Provider acknowledges and agrees that failure to comply with this clause 17 will constitute a breach of a fundamental term of this POC.

18. Change in Control

- (a) The Service Provider must notify the Purchaser in writing of any change in Control of the Service Provider or any Subcontractor (or of the ultimate holding company of

the Service Provider or any Subcontractor, as the case may be) within seven Business Days of becoming aware of the change in Control (Notice).

- (b) The Notice must demonstrate the Service Provider's (or Subcontractor's) capacity to provide each of the Security Services (or, in the case of a Subcontractor, those Security Services that that Subcontractor has been engaged to provide), and continue to comply with the Service Levels, and the No Less Favourable Mechanism.
- (c) The Purchaser may, upon receiving the Notice, in its absolute discretion by notice in writing to the Service Provider, terminate this POC.
- (d) Any termination pursuant to clause **Error! Reference source not found.**(c) takes effect at the time nominated by the Purchaser, provided that the time nominated must be no later than the immediately succeeding 12 months after the Purchaser receives the Notice.
- (e) In the event of a change in Control from the incumbent Service Provider to a new service provider, the Service Provider must exercise its best endeavours when complying with its obligations under clause **Error! Reference source not found.**

19. Termination

19.1 Termination by the Purchaser for cause

Without limitation to any provision of this POC, where:

- (a) the Service Provider consistently fails to provide the Security Services in accordance with the requirements of this POC;
- (b) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any material breach of this POC (which in the reasonable opinion of the Purchaser is able to be remedied) within 10 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy that breach;
- (c) the Service Provider fails to remedy, to the satisfaction of the Purchaser, any breach of this POC, other than a material breach, (which in the reasonable opinion of the Purchaser is able to be remedied) within 20 Business Days after the date on which the Purchaser issues the Service Provider a written notice requiring the Service Provider to remedy the breach;
- (d) any Security Staff cease to be available to provide the Security Services, or any Security Staff are unable to provide the Security Services in accordance with this POC, and the replacement mechanisms in clause 9 are unsuccessful;
- (e) the Service Provider materially breaches any substantive provision of this POC and in the reasonable opinion of the Purchaser such breach cannot be remedied;
- (f) the Service Provider or any of its Personnel employed or engaged to provide Security Services are guilty of criminal acts, fraud, dishonesty or any other serious misconduct;
- (g) the Service Provider commits any act or does anything that is contrary to prevailing community standards, or is otherwise regarded by the public as unacceptable or which brings the reputation of the Service Provider into disrepute and as a consequence the Purchaser believes that its continued association with the Service Provider will be prejudicial or otherwise detrimental to the reputation of Purchaser or of the State;

- (h) the Service Provider's membership on the Lead Department's Security Service Panel is terminated under the SPC Agreement; or
 - (i) the Service Provider suffers an Insolvency Event,
- then the Purchaser may in its absolute discretion by notice in writing to the Service Provider immediately terminate this POC.

19.2 Termination without cause

- (a) The Purchaser may terminate this POC without cause by giving notice to the Service Provider.
- (b) If this POC is terminated pursuant to clause 19.2(a):
 - (i) The termination will take effect upon the Service Provider's receipt of the notice, or at such later date specified by the Purchaser in the notice;
 - (ii) The Purchaser will pay the Service Provider any unavoidable and substantiated costs which the Service Provider has incurred as a direct result of the termination, excluding any loss of profit; and
 - (iii) The Purchaser will have no other liability to the Service Provider in relation to that termination.
- (c) When the Purchaser issues a notice under clause 19.2(a), the Service Provider will immediately comply with any directions given in the notice and will do all that is possible to mitigate its losses arising from the termination of this POC.

19.3 Consequences of termination or expiry

- (a) The rights and obligations of the parties under this POC do not merge on completion of any transaction contemplated by this POC. Termination, suspension or expiry of this POC will not prejudice any right of action or remedy which may have accrued to either party prior to termination, suspension or expiry (as the case may be).
- (b) On the termination or expiry of this POC the Service Provider and its Subcontractors and Personnel cease to have any rights to use and retain:
 - (i) Data and other Materials supplied or licensed by the Purchaser during the Term, and the Service Provider must return to the Purchaser (or, if directed to do so by the Purchaser, to the Lead Department) all copies of such Data and other Materials that are in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel;
 - (ii) any Confidential Information of the Purchaser, and, unless it is required to retain particular Confidential Information in order to:
 - (A) perform its remaining obligations under this POC (including in respect of disengagement); or
 - (B) comply with reporting and other obligations imposed by Law,
 the Service Provider must, at the option of the Purchaser:
 - (C) return (and certify in writing such return) to the Purchaser;
 - (D) destroy (and certify in writing to the Purchaser such destruction); or
 - (E) destroy in the presence of one or more representatives of the Purchaser,

all Confidential Information in the possession, custody or power of the Service Provider, any of its Subcontractors or their respective Personnel; and

- (iii) equipment, access and security passes and other property that has been provided or supplied to the Service Provider for the purposes of this POC, and the Service Provider must return (and certify in writing the return) of all such equipment, access and security passes and other property in the possession, custody or power of the Service Provider, any of its Subcontractors, or their respective Personnel, to the Purchaser.
- (c) To the extent that the Service Provider or any Subcontractor has not, as at the date of the expiry or termination of this POC, complied with the requirements of clause 14 in respect of particular Data or Materials, the Service Provider must comply (and/or procure that the relevant Subcontractor complies) with such requirements within 20 Business Days of such expiry or termination date, and otherwise within 5 Business Days of a written request to do so by the Lead Department.
- (d) Except to the extent required by the Purchaser, suspension or termination of the Service Provider's membership of the Panel pursuant to the SPC Agreement will not terminate this POC or release the Service Provider from its obligations to continue to perform the Security Services under this POC.
- (e) The Purchaser may, in its absolute discretion, terminate this POC immediately on written notice to the Service Provider, where the SPC Agreement is terminated.

19.4 Survival

Clauses 1, 2.3, 3, 14, 15, 19.3, 23, Insurance and 30.6 of this POC survive the termination or expiry of this POC and may be enforced at any time.

20. Disengagement

20.1 Overview

- (a) It is critical for the Purchaser to ensure that, following the expiry or termination of this POC, there is continuity not only in the delivery of Security Services, but also the fulfilment of all obligations and requirements of the contracting framework for the delivery of Security Services and, for that reason, the Purchaser relies significantly on the Service Provider fulfilling its Disengagement obligations. Accordingly, the Service Provider must:
 - (i) comply with this clause 20;
 - (ii) comply with its obligations specified in, and the requirements of, Schedule 13;
 - (iii) ensure that Disengagement occurs in a timely and orderly manner; and
 - (iv) do all other things reasonably necessary to effect Disengagement.

20.2 Disengagement Assistance

The Service Provider must supply the Disengagement Assistance to the Lead Department in accordance with Schedule 13.

20.3 Disengagement Plan

The Service Provider must prepare a Disengagement Plan in accordance with, and within the period(s) specified in, Schedule 13.

20.4 Continuation of business as usual

The Service Provider:

- (a) must continue to fulfil its obligations in accordance with the terms of this POC during the Disengagement Period (except to the extent that the applicable Disengagement Plan contemplates, or the Purchaser determines, that particular obligations need not be fulfilled, or will be undertaken by a third party or the Purchaser itself);
- (b) must ensure there is no degradation of quality of services provided to the Purchaser during Disengagement except to the extent set out in the applicable Disengagement Plan; and
- (c) acknowledges all Service Level Requirements and associated Service Rebates apply during the Disengagement Period.

20.5 Payment of cost for Disengagement Assistance

The Service Provider's rights to impose Fees in respect of the provision of Disengagement Assistance are specified in Schedule 13.

20.6 Extension of Disengagement Period

Notwithstanding clause 2.1(b), the Purchaser may elect to extend a given Disengagement Period one or more times, for such period as the Purchaser directs, by written notice to the Service Provider given at least 20 Business Days prior to the end date of that Disengagement Period, provided that the aggregate extension does not exceed 180 days.

21. Financial Capacity

The Purchaser reserves the right at any time during the Term to request that the Service Provider provide details of its, and any of its Subcontractors', financial capacity to continue to carry out the work under this POC. The Service Provider must respond promptly and in writing to such a request within five Business Days.

22. Accident compensation

The Service Provider must ensure that, in respect of its Personnel and any other persons engaged by the Service Provider to provide the Security Services, it

- (a) complies with the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic);
- (b) insures against its liability to pay compensation whether under legislation or otherwise; and
- (c) produces to the Purchaser on request any certificates or like documentation required by the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic).

23. Confidentiality

23.1 Confidentiality

Without limiting any of its other confidentiality obligations under this POC, neither the Service Provider nor its Personnel are permitted, under any circumstances, to comment on any matters relating to this POC or the Purchaser's operations including discussion or comment on:

- (a) the condition of the Sites; or
- (b) policies of the Purchaser,
- (c) except to the Purchaser.

23.2 Use of Confidential Information

- (a) The Service Provider will (and will ensure that its Personnel and advisers will):
 - (i) use and reproduce Confidential Information only to perform its obligations under this POC; and
 - (ii) not disclose or otherwise make available Confidential Information other than to Personnel who have a need to know the information to enable the Service Provider to perform its obligations under this POC.
- (b) All Confidential Information will remain the property of the Purchaser and all copies or other records containing the Confidential Information (or any part of it) must be returned by the Service Provider to the Purchaser on termination or expiry of this POC.
- (c) The Service Provider acknowledges that the Purchaser will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Service Provider of this clause **Error! Reference source not found.** and without the need on the part of the Purchaser to prove any special damage.
- (d) The Service Provider must ensure that all records are stored and managed to ensure a high degree of confidentiality.
- (e) It is not a breach of this clause 23.2 for the Service Provider to disclose Confidential Information which it is obliged by law to disclose to the person to whom it is disclosed.
- (f) If the Service Provider is required, or anticipates or has cause to anticipate that it may be required, by law or court order to disclose Confidential Information, the Service Provider must immediately notify the Purchaser of the actual or anticipated requirement and use its best endeavours (without breach of applicable law) to delay and withhold disclosure until the Purchaser has had a reasonable opportunity to oppose disclosure by lawful means.

23.3 Disclosure of Service Provider's Information

- (a) The Purchaser agrees to treat all information of or relating to the Service Provider that is provided to it under this POC by or on behalf of the Service Provider as confidential.
- (b) The Service Provider hereby consents to:
 - (i) the Purchaser (or such other governmental agency as may, from time to time, be responsible for doing so) publishing, whether on the Internet or otherwise,

all such information as is necessary to comply with the requirements of the Contracts Publishing System;

- (ii) the Purchaser making available to the Victorian Auditor- General all Information that is requested by the Auditor-General;
 - (iii) the Purchaser making available all information in relation to the Service Provider or this POC as may be required to comply with its obligations under the *Freedom of Information Act 1982* (Vic);and
 - (iv) the Purchaser providing to the Lead Department information about this POC.
- (c) Nothing in this clause derogates from, or operates to limit, the Purchaser's rights to disclose Remuneration Information under, and in accordance with, Schedule 8.
- (d) The Service Provider warrants that it has obtained all necessary consents from any Security Staff, including those employed or engaged by Subcontractors, in order for the Confidential Information to be used and disclosed as contemplated by this clause 24 without the Purchaser or any other person to whom the Confidential Information is disclosed infringing any legal rights of any person or contravening any Legislative Requirements (including in respect of personal information).

23.4 Privacy

- (a) The Service Provider acknowledges that it will be bound by the PDP Act, Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, Privacy Obligations) with respect to any act done or practice engaged in by the Service Provider for the purposes of this POC, in the same way and to the same extent as the Privacy Obligations would have applied to the Purchaser in respect of that act or practice had it been directly done or engaged in by the Purchaser.
- (b) The Service Provider agrees that it will:
- (i) assist the Purchaser to comply with its obligations under the Privacy Obligations, to the extent reasonably possible;
 - (ii) immediately notify the Purchaser upon becoming aware of any breach of the Privacy Obligations and comply with all directions of the Purchaser in respect of the breach;
 - (iii) provide the Purchaser with such co-operation as the Purchaser requires in relation to resolving any complaint concerning privacy; and
 - (iv) provide access to or amendment of any record(s) as directed by the Purchaser.
- (c) The Service Provider agrees to comply with any directions made by the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner relevant to this POC.
- (d) Without limiting anything in this clause **Error! Reference source not found.**, in relation to any Personal Information obtained by the Service Provider in connection with this POC, the Service Provider must:
- (i) not collect, use, disclose store, transfer or handle the information except in accordance with the Privacy Obligations;
 - (ii) not, without the prior consent of the Purchaser, disclose the information to a person who is outside Victoria;

- (iii) take all reasonable steps to ensure that the information is protected from misuse, interference or loss, and from unauthorised access, modification or disclosure;
- (iv) take all reasonable steps to destroy or permanently de-identify information that is no longer needed for the purposes of this POC;
- (v) co-operate with any reasonable request or direction the Purchaser makes which relates to the protection of the information or the exercise of the functions of the Commissioner, the Commonwealth Privacy Commissioner or the Victorian Health Services Commissioner;
- (vi) ensure that access to the information is limited to those of its Personnel who are required to access that information for the purposes of this POC; and
- (vii) comply with any reasonable direction of the Purchaser in relation to a complaint concerning privacy received by either party.

23.5 Data Protection

- (a) The Service Provider acknowledges that the Purchaser are bound by the Protective Data Security Standards.
- (b) The Service Provider warrants that it will not do any act or engage in any practice that contravenes a Protective Data Security Standard or would give rise to contravention of a Protective Data Security Standard by the Purchaser in respect of any data held, used, managed, disclosed or transferred by the Service Provider on behalf of the Purchaser.

24. Insurance

- (a) The Service Provider must (and must ensure that any Subcontractors appointed by it under clause 6) obtain and maintain for the Term (and, in respect of insurances obtained on a claims made basis, for a period of seven years after the end of the Term) the insurances specified in Item 11 of Schedule 1.
- (b) The Service Provider must provide the Purchaser with evidence of the currency of any insurance it is required to obtain on or prior to submitting its first invoice under this POC, and otherwise on request by the Purchaser at any time during the Term.
- (c) Where any insurance the Service Provider is required to obtain and maintain expires during the Term (Initial Insurance), the Service Provider must provide the Purchaser with evidence of the currency of relevant replacement insurance prior to the expiration of the Initial Insurance.
- (d) Any insurance obtained pursuant to clause 24 must be:
 - (i) taken out with an insurer acceptable to the Purchaser; and
 - (ii) on terms (including any excess) which are acceptable to the Purchaser.
- (e) The Service Provider must not do or allow anything to be done which:
 - (i) reduces its insurance below the amounts set out in Item 11 of Schedule 1; or
 - (ii) makes any insurance policy obtained pursuant to this POC either void or voidable.
- (f) The Service Provider must notify the Purchaser in writing of any claims against the insurances effected by the Service Provider relating to this POC within a reasonable time after it becomes aware of the claims and provide such further

Information to the Lead Department in relation to the claim as the Purchaser may reasonably require.

- (g) The Service Provider must provide all reasonable assistance in connection with any insurance claim made in connection with this POC.

25. Disputes

25.1 Nominated Representatives

If any dispute arises under or in connection with this POC (Dispute), the POC Contract Manager and the POC Relationship Manager must promptly meet and discuss in good faith with a view to resolving such Dispute.

25.2 Senior Executives

- (a) If any Dispute is not able to be resolved by the POC Contract Manager and the POC Relationship Manager within five Business Days, each Party must nominate a suitable senior executive (Executives), with the authority to settle the Dispute, and the Executives must promptly meet and discuss the Dispute in good faith with a view to resolving the Dispute.
- (b) Where suitable Executives are not able to be identified within five Business Days or the Purchaser considers it appropriate, the Dispute may be escalated to the Lead Department Category Manager and the Lead Department Contract Manager. The POC Contract Manager, POC Relationship Manager and Lead Department Representatives must promptly meet to discuss the Dispute in good faith with a view to resolving the Dispute.

25.3 Mediation

- (a) If any Dispute is unable to be resolved in accordance with clause 25.2 within 10 Business Days, the Parties agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Disputes Centre (ADC) before having recourse to arbitration or litigation.
- (b) The mediation will be conducted in accordance with the mediation guidelines of ADC (Guidelines) which set out the procedures to be adopted, the process of selection of the mediator and the costs involved and the terms of those Guidelines are incorporated in this POC.

25.4 Arbitration or litigation

- (a) If the Parties fail to settle any Dispute in accordance with clause 25.3, the Parties may agree to submit the Dispute for resolution to final and binding arbitration under the Rules of Arbitration of the Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.
- (b) If the Parties do not agree to refer the Dispute to arbitration in accordance with clause 25.4 either party may submit the Dispute for resolution to the exclusive jurisdiction of the Courts of Victoria, Australia.

25.5 Performance during Dispute resolution

The Parties to a Dispute will continue to perform their respective obligations under this POC pending the resolution of a Dispute under this clause. **Error! Reference source not found.**

25.6 Interlocutory relief

Nothing in this clause **Error! Reference source not found.** is to be taken as preventing any party to a Dispute from seeking interlocutory relief in respect of such dispute. Except where a party seeks urgent interlocutory relief (including interim injunctions), neither Party may commence court proceedings relating to this POC before it has complied with the dispute resolution procedures under this clause **Error! Reference source not found.**

26. GST

26.1 Definitions

Terms used in this clause 26 have the same meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

26.2 Consideration is inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this POC are inclusive of GST.

26.3 Recipient to pay an additional amount

If the prices referred to in the Price Schedule are specifically noted to be exclusive of GST, the recipient of the taxable supply must pay to the Service Provider an additional amount equal to the GST payable on or for the taxable supply subject to the recipient receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this POC.

26.4 Reimbursement

If this POC requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (reimbursable expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense plus any GST payable by the other party.

26.5 Adjustment events

If an adjustment event arises in respect of a supply made under this POC, the additional amount payable on account of GST in accordance with clause 26.3 must be adjusted to reflect the adjustment event. A corresponding payment must also be made by the supplier to the recipient, or by the recipient to the supplier, as the case may be.

27. Compliance with Laws, Policies and Victorian Government requirements

27.1 General Law and Policy

The Service Provider must, in performing its obligations under this POC:

- (a) comply with:
 - (i) all Laws affecting or applicable to the provision of Security Services by the Service Provider;

- (ii) all Policies;
 - (iii) the conditions of all authorisations, permits, consents, approvals and licences referred to in clause 16 and;
 - (iv) without limiting clause 27(1)(a) the provisions set out in Schedule 9; and
- (b) co-operate and actively engage with the Purchaser in order to ensure that it is aware of, understands and can comply with each of the Policies including:
- (i) security-specific Policies, other Policies relevant to the use of Security Services by the Purchaser such as gift policies and Policies of more general application such as data security and occupational health and safety Policies; and
 - (ii) new, amended, supplemented and replacement Policies from time to time.

27.2 The Supplier Code of Conduct

The Service Provider acknowledges that:

- (a) the Supplier Code of Conduct contained in Schedule 12 is an important part of the State's approach to procurement and describes the State's minimum expectations regarding the conduct of Service Providers;
- (b) it has read the Supplier Code of Conduct; and
- (c) the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the Service Provider, whether under this POC or at Law.

28. Information Technology

- (a) Neither the Service Provider, nor its Personnel will introduce a virus, malicious code, malware or any disabling code to any computers or computer network of the Purchaser, either from a magnetic disk, magnetic tape, by e-mail or otherwise.
- (b) The Service Provider must ensure that it maintains appropriate virus protection software on all computers that are connected to the internet or may otherwise communicate with any of the Purchaser's computers.

29. Notices

29.1 Giving a communication

A notice, demand, certification, process or other communication relating to this POC must be in writing in the English language, and may (in addition to any other method permitted by law) be sent by pre-paid post, pre-paid courier or by email to the address and recipient which is set out in Item 6 of Schedule 1.

29.2 Time of delivery

A notice or document shall be taken to be delivered or served as follows:

- (a) in the case of delivery in person or by courier, when delivered;
- (b) in the case of delivery by post, five Business Days after the date of posting; and
- (c) in the case of electronic mail, if the receiving party has agreed to receipt in that form under this POC, and the message is correctly addressed to and successfully

transmitted to that party's electronic mail address (e-mail address), when acknowledgment of receipt is recorded on the sender's computer.

29.3 After hours communications

If any notice or document is delivered or deemed to be delivered:

- (a) on a Business Day after 5.00 pm in the place of receipt; or
- (b) on a day that is not a Business Day (i.e. Saturday, Sunday or a public holiday as defined in the *Public Holidays Act 1993* (Vic) In Melbourne),

it is taken as having been delivered at 9.00 am on the next Business Day.

30. General

30.1 Legal costs

Except as expressly stated otherwise in this POC, the Parties must pay their own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this POC.

30.2 Amendment and variation

- (a) This POC may only be varied or replaced by an instrument executed by the Purchaser and the Service Provider.

30.3 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this POC does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right by the first party.

30.4 Severability

Any provision of this POC which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision shall, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

30.5 Rights cumulative

Except as expressly stated otherwise in this POC, the rights of a party under this POC are cumulative and are in addition to any other rights of that party.

30.6 Governing law and Jurisdiction

- (a) This POC is governed by and is to be construed in accordance with Laws.
- (b) Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

30.7 Assignment of rights

- (a) The Purchaser may assign any of its rights under this POC at any time. The Purchaser must provide the Service Provider with written notice of this intention.
- (b) The Service Provider must not assign any right under this POC without the prior written consent of the Purchaser.
- (c) The Service Provider will be responsible for acts and omissions of any assignee.
- (d) Each party agrees to execute any documents necessary to document the exercise of a permitted right of assignment or novation under this POC.

30.8 Counterparts

This POC may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

30.9 Relationship of Parties

This POC is not intended to create a partnership, joint venture or agency relationship between the Parties.

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Schedule 1 Purchase Order Contract Details

Item 1 Term

Commencement Date: 30 March 2020
 Expiry Date: 30 April 2020
 Extension Period: Up to 30 June 2020 (as required by Purchaser)

Item 2 POC Contract Manager and POC Relationship Manager

POC Contract Manager

Name: PPO
 Title: Principal Policy Officer, Inclusion,
 Department of Jobs, Precincts and Regions
 Telephone: Personal Information
 Mobile: Personal Information
 Email: @ecodev.vic.gov.au

POC Relationship Manager

Name: Greg Watson
 Title: General Manager Regional Operations
 Telephone: Personal Information
 Mobile: Personal Information
 Email: @wilsonsecurity.com.au

Site Manager – [specify relevant site/location at which Security Services are provided]¹

Name: Greg Watson
 Title: General Manager Regional Operations
 Telephone: Personal Information
 Mobile: Personal Information
 Email: @wilsonsecurity.com.au

¹ Note: The requirement will be that there will be a Site Manager for each site or location at which Security Services are provided. Accordingly, where services are provided at multiple sites under a POC, the Service Provider will have to nominate a Site Manager for each site.

Item 3 Invoicing

Invoicing frequency

Invoices are to be submitted fortnightly to the Purchaser.

Invoice requirements

Invoices must contain the information necessary to be a tax invoice for the purposes of the *A New Tax System (Services and Services Tax) Act 1999* (Cth) in addition to the following:

- the Service Provider's ABN;
- any amount of GST paid or payable by the Service Provider with respect to the Fees;
- the Service Provider's address for payment;
- the Purchaser's Purchase Order number;
- full particulars of the Security Services provided which will allow the POC Contract Manager to verify that the Security Services to which the invoice relates have been performed;
- the Rate or Fees charged;
- the hours spent on providing the Security Services;
- the amortised interest charge of the bank guarantee for the period of the invoice; and
- any costs, expenses or disbursements.

Address for Invoice:

All invoices must be sent to the POC Contract Manager.

Item 4 Payment

Electronic Transfer of funds.

Item 5 Bank Guarantee

N/A

Item 6 Notice particulars

Purchaser

Address: 1 Spring Street, Melbourne, Victoria 3000.
 Fax: N/A
 Email: Personal Information @acodev.vic.gov.au
 Addressee: RFU Principal Policy Officer, Inclusion, Department of Jobs, Precincts and Regions.

Service Provider

Address: Level 3, 6 English Street, Essendon Fields, Victoria 3041.
 Fax: N/A
 Email: Personal Information @wilsonsecurity.com.au
 Addressee: Greg Watson, General Manager Regional Operations.

Item 7 Contract Management and Performance

Contract management and performance issues are to be discussed (including a review of the KPIs) on the submission of each invoice.

Item 8 Documentation

Insert details of any additional documentation (other than the Tender Documentation) that forms part of this POC: N/A

Item 9 Access to the Purchaser's Sites

Directions relevant to the Service Provider's Access may include, but not be limited, to the following:

1. accessing the Designated Locations at such times as are notified by the POC Contract Manager; and
2. whilst performing the Security Services, acting in a safe and lawful manner and observing the security measures notified from time to time by the POC Contract Manager.
3. using entrances and exits nominated by the Purchaser;
4. not examining, copying, removing, or otherwise interfering with anything on the Designated Locations, except for the purpose of the performance of the Security Services;
5. protecting people and property; and
6. preventing nuisance and unnecessary noise and disturbance.

Item 10 Security Services Staff

As nominated by the Provider.

Item 11 Insurance

Type of coverage	Amount (AUD)
Public liability insurance	\$20 million per claim and in the aggregate in any 12 month policy period
Professional indemnity insurance	\$5 million per claim and in the aggregate in any 12 month policy period

Schedule 2 Rates and Fees

The Rates and Fees payable to the Service Provider in respect of the Security Services will be calculated on the pricing rates and in accordance with the Payment Preconditions, both as set out below.

1. Payment Preconditions

- 1.1 Prior to the Service Provider delivering the Security Services at any particular Designated Location, the Purchaser must approve in writing the Scope of Security Services for that Designated Location.
- 1.2 The Purchaser may at any time increase or decrease the Scope of the Security Services at its absolute discretion and any changes in Scope proposed by the Service Provider must be preapproved by the Purchaser in writing.
- 1.3 The Purchaser will only pay for Security Services (including the Service Provider Personnel) that it has approved in accordance with Payment Precondition's 1.1 and 1.2.

For the purposes of the Schedules to this Agreement, **Scope** means the number of Service Provider Personnel at each level of seniority that will deliver the Security Services at each Designated Location. The Service Provider will provide the proposed Scope to the Purchaser, in the form set out in Part 2 of Schedule 5 (or as otherwise directed by the Purchaser), for the Purchaser's approval.

2. GST

All pricing is shown exclusive of GST and is therefore subject to GST at the applicable date.

3. Pricing

Span	Security Officer (per hour)	Supervisor (per hour)
Mon-Fri 0630 - 1830	\$45.21	\$66.38
Mon-Fri 1830 - 0630	\$52.52	\$78.18
Saturday	\$63.49	\$88.50
Sunday	\$81.77	\$118.00
Public Holiday	\$100.05	\$140.13

Pricing is valid to 30 June 2020 (the Review Date), after which we would require an increase in accordance with the below Proposed Annual Price Adjustment.

Proposed Annual Price Adjustment Mechanism

$$A = B + (B \times (C-D)) + (B \times E) + (B \times (F-G)) + (B \times (H-I))$$

where:

A is the New Price;

B is the Price immediately before the Review Date;

C is the Superannuation rate (expressed as a decimal) applicable at the Review Date;

D is the Superannuation rate (expressed as a decimal) applicable at the Prior Review Date;

E is the pay rate increase (expressed as a percentage) as a result of any wage increases announced by Fair Work Australia incurred since the previous Review Date;

F is the Payroll Tax rate (expressed as a decimal) applicable at the Review Date;

G is the Payroll Tax rate (expressed as a decimal) at the prior Review Date;

H is the Long Service Leave rate (expressed as a decimal) applicable at the Review Date;

I is the Long Service Leave rate (expressed as a decimal) at the prior Review Date.

4 Meals

The above prices are inclusive of a meal allowance for the Service Provider's Personnel.

5 Minimum Charge

A minimum shift length and hence minimum charge of four hours applies to all guarding requirements.

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Schedule 3 Specifications

Part 1 – Technical Specifications

N/A

Part 2 – General Specifications

In response to the state of emergency that has been declared in Victoria due to the COVID-19 pandemic, the State of Victoria has agreed to make accommodation, including hotels (collectively call "Hotels"), available to certain Victorians, for the purpose of self-isolation requirements, including to:

- (i) all travellers returning from overseas to Victoria, for an enforced quarantine period of 14-days;
- (ii) health care and associated workers; and
- (iii) vulnerable cohorts of the community, including but not limited to, the elderly, wards of state, the homeless and recently released prisoners.

The Service Provider must provide security services, including all ancillary services associated with the provision of security ("Security Services") at the locations notified by the Purchaser (the Designated Locations), which will include but not be limited to the following Security Services:

Before check in:

- Ensuring that there is an adequate number of Service Provider Personnel in position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor and to their room. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door of each Designated Location.
- Receiving and checking parcels and logging details from courier services approved by the Purchaser only. All deliveries from family and friends to be refused.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Accepting and delivering food deliveries to rooms for DHHS approved guests only.
- Supporting outdoor breaks for guests in accordance with arrangements agreed at each Designated Location.
- Maintain security: Only allowing persons authorised by the Purchaser to enter each Designated Location.

During check out:

- Assist with the checking out of guests by escorting guests from their rooms to the lobby when directed and assisting with luggage where required.

Escalation of issues:

- The Service Provider will escalate issues as outlined below or as directed by the Purchaser:
 - o Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
 - o Dinner / food complaints to be communicated to the Hotel staff.
 - o Any other onsite queries to be communicated to the Purchaser's Designated Location Manager.

At all times:

- respond to routine and emergency incidents;
- In the case of any emergency at any time during the provision of the Services, the Service Provider must call 000.

Amendments to Services

The Purchaser may at any time revise these Services by adding or subtracting parts of the services or how they are delivered, at its sole discretion.

Provision of Services generally**1. Follow directions and Cooperate with Purchaser and Purchaser contractors**

The Service Provider must cooperate with and regularly liaise with the Purchaser including but not limited to:

- following all reasonable directions made by the Purchaser;
- immediately notifying the Purchaser of any issues in relation to the provision of the Services, including but not limited to anything which may create a risk (including health risk) to any of the guests or any other person such as any occupational health and safety incidents, unavailability of the Service Provider's Personnel, known exposure to or infection of COVID-19 of the Service Provider's Personnel, or circumstances which cast doubt on the fitness any of the Service Provider's Personnel to provide the Services;
- cooperating with any other contractors of any nature engaged by the Purchaser; and
- providing reports to the Purchaser as and when requested which will include all information reasonably requested by the Purchaser and be in a form notified by the Purchaser.

2. Service Provider Personnel to wear personal protective equipment

The Service Provider must ensure that the Service Provider Personnel must wear all necessary personal protective equipment (that complies with the relevant public health

standards including but not limited to in relation to COVID-19) at all times while performing of the Security Services.

3. Service Provider Personnel training

The Service Provider acknowledges and agrees that it and its Personnel, while delivering the Security Services, are likely to come into contact with people who have or may potentially have COVID-19.

The Service Provider must (at its cost) and will be responsible for ensuring that before the Service Provider's Personnel perform the Security Services they receive:

- a) adequate training in security, workplace health and safety, customer service and risk management as applicable for the provision of security services and, including but not limited to, in relation to COVID-19;
- b) meet all relevant safety induction requirements for the Designated Locations; and
- c) in addition to the above, have undertaken the Australian Government Department of Health COVID-19 infection control training module, or any and all other COVID-19 awareness training as directed by the Purchaser,

and the Service Provider must ensure that quality management systems, which at a minimum include consideration of the issues listed above, are maintained during the term of the Agreement.

Preferred Quality Systems Standards that should be taken into consideration under the above clause 0 are:

- a) Quality Systems Standards AS/NZS ISO 9001:2008 (including AS/NZS ISO9001:2000);
- b) Australian Standard, AS4421 – 2011 'Guards and Patrols';
- c) Australian and New Zealand Standard, AS/NZS: 31000:2009 Risk Management; and
- d) Australian Standard 4801:2001 Occupational Health and Safety Management.

4. Business Continuity Plan

The Service Provider must have a business continuity plan in place that includes:

- a) contingency arrangements should any Service Provider Personnel become unavailable during the provision of the Security Services, including in accordance with clause 9.3; and
- b) consideration of occupational health and safety for all Service Provider Personnel if there is exposure or infection of COVID-19.

Definition:

Designated Location means, throughout this Agreement, any location that Security Services are to be provided, as notified by the Purchaser to the Service Provider. At the time of entering into this Agreement, they include:

- Crowne Plaza Hotel, 1-5 Spencer St, Melbourne VIC 3008;
- Pan Pacific Hotel Melbourne, 2 Convention Centre Place, South Wharf VIC 3006; and
- Mercure Welcome Melbourne, 265 Little Bourke St, Melbourne VIC 3000.

Schedule 4 VIPP Compliance Matrix

N/A

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Schedule 5 Service Level Requirements

Part 1 – Service Level Requirements

N/A

Part 2 – Reporting

Security Services Reporting

Fortnightly reporting is required on delivery of invoices addressing performance against the Security Services, in a form as notified by the Purchaser.

General Reporting

The Service Provider must provide a Scope Report to the Purchaser in relation to the Security Services provided at each Designated Location whenever there is a change in Scope and as and when requested by the Purchaser.

The template for the Service Provider's proposed Scope of Services and any required Scope Reports is as set out below:

Service Provider Scope Report and Scope template

Designated Location:	
Address:	
Start Date:	
Total Floors:	
Total Rooms:	
Notes:	

On duty (per 24-hour period)	Hours Scheduled/Delivered	Daily Cost (M-F)	Evening Cost (M-F)	Daily Cost (Sat)	Daily Cost (Sun)	Daily Cost (P/H)
Supervisors						
Security Officers						
Other Costs (estimate)						
Total Daily Cost						

Schedule 6 Purchaser KPIs

Part 1 – Purchaser KPIs

The Service Provider must ensure that the following KPIs are met:

1. Impacted travellers are transferred in and out of self-isolation on the premises of Designated Locations without incident.
2. Impacted travellers serving their self-isolation period complete their isolation in their hotel room (with outdoor breaks supported as agreed) in accordance with Victorian Government requirements.

Part 2 – Reporting

The Service Provider must submit fortnightly reporting on delivery of invoices addressing performance against the above KPIs.

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Schedule 7 Service Rebates

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Schedule 8 No Less Favourable Mechanism

- i. In respect of this POC, the Service Provider must at all times pay to each relevant member of its Security Staff, an amount of remuneration for work performed that is no less than the remuneration calculated using:
- (i) the Benchmark Rate of Pay; or
 - (ii) where an Adjusted Rate of Pay exists, the Adjusted Rate of Pay.
- ii. For the purpose of this clause, the following terms are defined as set out below:
- (i) **Benchmark Rate of Pay** means:
 - (A) for ordinary time hours, the minimum ordinary time rate of pay paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services;
 - (B) for overtime hours, or hours that attract loadings or penalties, the rates paid to each classification of Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services; and
 - (C) for allowances, any monetary allowances paid to Security Staff engaged by the Previous Service Provider immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (ii) **Adjusted Rate of Pay** means, from the date that any relevant increases would have been awarded, the Benchmark Rate of Pay plus any increases to the Benchmark Rate of Pay that the Previous Service Provider had committed to award to its Security Staff in respect of the performance of the Site Security Services immediately prior to the Service Provider commencing to provide the Site Security Services.
 - (iii) **Previous Service Provider** means the Service Provider that provided Security Services at the site at which the Site Security Services are (or are to be) provided immediately prior to the Service Provider commencing provision of the Site Security Services.
 - (iv) **Remuneration Information** means all information regarding the remuneration arrangements for the Security Staff in respect of the provision of Site Security Services and which is required to identify the Benchmark Rate of Pay and the Adjusted Rate of Pay for the purpose of any future POC.
- iii. Nothing in subclause (a) above requires the Service Provider to ensure that any member of its Security Staff receives an amount in excess of that required by subclause (a) above.
- iv. For the purpose of implementing and enforcing the requirement in paragraph (a) above, the Service Provider must, at any time upon the request of the Purchaser, provide the Purchaser with the Remuneration Information.
- v. Without limiting any of its other obligations under this POC, the Service Provider must (and must ensure that its Personnel and advisers):
- (i) use and reproduce any Remuneration Information that is provided to it under this clause only for the purpose of performing its obligations under this POC (including under this clause); and

- (ii) not disclose or otherwise make available such Remuneration Information other than to personnel who:
 - (A) have a need to know the information to enable the Service Provider to perform its obligations under this POC; and
 - (B) are legally obliged to keep the information confidential on terms no less onerous than those imposed on the Service Provider under this POC.
- vi. Despite clause **Error! Reference source not found.** of this POC and any other obligations that may be imposed on the Purchaser under the Law (including any Legislative Requirements, the common law or equity), the Purchaser is entitled to disclose, and may disclose, any Remuneration Information (whether provided by the Service Provider under this Schedule 8 or otherwise) as required to give effect to the arrangements contemplated by this POC, Schedule 8 and the SPC Agreement, including by disclosing that Remuneration Information to other service providers on the Panel from which the Purchaser has sought, or intends to seek, a quote to provide Security Services.
- vii. Without limiting its obligations under the SPC Agreement, this POC or the law, the Service Provider must ensure that it has obtained all necessary consents from any Security Staff and any person who employs or engages any Security Staff in order that:
 - (i) the Purchaser can use Remuneration Information provided to them under this POC; and
 - (ii) any other service provider on the Panel to whom the Lead Department or a Purchaser discloses that Remuneration Information to use that information for the purposes of performing its obligations under the SPC Agreement and this POC, without the Lead Department, Purchaser or other service provider infringing any legal rights of the Security Staff or other person, or contravening any Legislative Requirements, including rights in respect of personal information and confidential information.

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Schedule 9 Compliance with Law

In performing its obligations under this Contract and each Purchase Order Contract, the Service Provider must comply with the provisions set out in this Schedule (without limiting any of its other obligations under this Contract or the Purchase Order Contract):

2. Employment practices

The Service Provider agrees, during the Term:

- i. to comply with its obligations, if any, under the *Equal Opportunity Act 2010* (Vic) or the *Disability Discrimination Act 1992* (Cth);
- ii. to comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth);
- iii. not to enter into a sub-contract with an entity named in a report tabled in Commonwealth Parliament by the Director of Workplace Gender Equality as a Service Provider that has not complied with the *Workplace Gender Equality Act 2012* (Cth);
- iv. to comply with such other State and Commonwealth legislation relevant to anti-discrimination as may be relevant to this Contract or a Purchase Order Contract; and
- v. to use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications and expertise.

3. Occupational Health and Safety

- i. The Service Provider agrees, when using the Lead Department's or a Purchaser's premises, to comply with all reasonable directions of the Lead Department or Purchaser, including, but not limited to, documented procedures relating to occupational health, safety and security in effect at those premises. This obligation extends to all procedures which are notified to the Service Provider by the Lead Department or a Purchaser (as the case may be) or which might reasonably be inferred by the Service Provider in all the circumstances.
- ii. In addition to the requirements of section 2(a), the Service Provider agrees that, when working on the Lead Department's or a Purchaser's premises, it will comply, and will ensure that its personnel comply, with all applicable Commonwealth, State and local government laws, regulations and procedures relating to occupational health and safety.

4. Code of Conduct

If the Service Provider:

- i. is required to supervise any employees, contractors, subcontractors or agents of the Lead Department or a Purchaser;
- ii. is performing functions and duties on behalf of the Lead Department or a Purchaser at the Lead Department's or the Purchaser's premises; and

- iii. has access to resources and/or information which are not usually accessible by or available to the general public,

then the Service Provider and its employees, contractors, subcontractors and agents must, throughout the Term, observe the Code of Conduct for Victorian Public Sector Employees and such other relevant State Government policies as may be notified by the Lead Department or a Purchaser to the Service Provider.

5. Applicable Industrial Instruments and Applicable Legislation

- i. The Service Provider must not engage in any practice that is contrary to any Applicable Industrial Instrument or Applicable Legislation, insofar as it applies to the Service Provider.
- ii. In addition to any other rights under this Contract, if the Service Provider is in breach of section 4(a), the Lead Department may suspend the operation of this Contract, or the performance of its obligations under it, immediately by notice to the Service Provider for so long as the breach continues.

6. Local Jobs First – Victorian Industry Participation Policy

6.1 Estimate of local content

- i. The Supplier must, in performing its obligations under this Agreement, consider engaging competitive Australian, New Zealand and Victorian suppliers, subject to value for money criteria, wherever possible.
- ii. The Supplier must, in performing its obligations under this Agreement, undertake to achieve [insert numerical percentage estimate of local content] of local content, wherever possible.

6.2 Use of VIPP information

The Supplier acknowledges and agrees that:

- i. the Supplier's estimate of local content will be:
 - (i) included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the VIPP in the financial year to which the report of operations relates; and
 - (ii) provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the implementation of the VIPP during that year; and
 - (iii) may be disclosed in the circumstances set out in clause 26 or as otherwise required by Law.

7. Definitions

In this Schedule 9:

Applicable Industrial Instruments means an Award or Enterprise Contract that specifically applies to the employees of the Service Provider and is binding on the Service Provider.

Applicable Industrial Instruments and Legislation means all Applicable Industrial Instruments and all Applicable Legislation.

Applicable Legislation means:

- i. *Outworkers (Improved Protection) Act 2003 (Vic)*;
- ii. *Dangerous Goods Act 1985 (Vic)*;
- iii. *Equipment (Public Safety) Act 1994 (Vic)*;
- iv. *Occupational Health and Safety Act 2004 (Vic)*;
- v. *Fair Work Act 2009 (Cth)*;
- vi. *Long Service Leave Act 1992 (Vic)*;
- vii. equivalent legislation in States and Territories other than Victoria; and
- viii. any other legislation designated by the Victorian Government as Applicable Legislation.

Award means any award of Fair Work Australia or any tribunal empowered to make industrial awards for Victorian employees or employees in any other State or Territory.

Enterprise Contract means any certified contract of Fair Work Australia or a State industrial department.

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Schedule 10 Transition

N/A

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Schedule 11 Bank Guarantee

N/A

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Schedule 12 Supplier Code of Conduct

The Service Provider must adhere to the Supplier Code of Conduct. Refer to <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>

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Schedule 13 Disengagement

N/A

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Schedule 14 Special Conditions

The following Special Conditions amend the other terms of this Agreement:

Clause Reference	Amendment
Clause 3.12(a) Service Provider to provider equipment	In clause 3.12(a) after the words "for the performance and maintenance (where appropriate) of the Security Services" include the following words: "... and its obligations under this Agreement, including all necessary personal protective equipment to be worn by Service Provider Personnel in accordance with the relevant public health standards including but not limited to in relation to COVID-19."
Clause 15.1 General Liability	In clause 15.1(a): i. Insert the word "releases," after the words "The Service Provider at all times"; and ii. delete subsection (i) and replace with: "personal injury, including sickness and death (Including but not limited to in relation to exposure to or infection from COVID-19);"
Clause 23.4 Privacy	The following words are added to the end of clause 23.4(d)(v): "...including, that the Service Provider must, on request of the Purchaser, procure that any or all of its Personnel complete a personal undertaking relating to confidentiality, in a form provided by the Purchaser."

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Executed as an agreement.

Signed by Simon Phemister, Secretary, a duly
Authorised officer of the Department of Jobs,
Precincts and Regions for and on behalf of the
STATE OF VICTORIA in the presence of:

Personal Information
[Redacted]

Personal Information
[Redacted]

Witness

Charles Rankin

Name of Witness (print)

Executed by Wilson Security Pty Ltd
[ABN 90 127 406 295] in
accordance with section 127
of the Corporations Act:



Personal Information
[Redacted]

Company Secretary/Director

Personal Information
[Redacted]

Name of Company Secretary/Director (print)

Personal Information
[Redacted]

Director

Personal Information
[Redacted]

Name of Director (print)

Personal Information
[Redacted]

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From: Cameron Nolan (DEDJTR)
Sent: Sat, 28 Mar 2020 23:22:49 +1100
To: Gonul Serbest (DEDJTR); Paul Stagg (DEDJTR) (DEDJTR)
Cc: Katrina Currie (DEDJTR); David Clements (DEDJTR); Rob Holland (DEDJTR)
Subject: Unified security staffing levels

Hey Global Vic superstars,

See below on Unified staffing levels for tomorrow. As foreshadowed, we'll let you keep liaising with Unified directly on any changes needed to these resourcing levels or configurations based on what's happening on the ground.

Also we're hoping there will be a seamless relationship and communication between DHHS, VicPol, our security and hotel security on how to support the CHO to best enforce his direction. But if any issues emerge (e.g guests keep getting inconsistent advice or directions from these different actors, or security are being too aggressive to guests etc.) let us know and we can help work out a solution with you.

We will give you an update on Wilsons for the next round of hotels tomorrow.

Thanks
Cam

Cam Nolan
Executive Director - Priority Projects Unit
Department of Jobs, Precincts and Regions

Personal Information

From: Nigel Coppick <[Personal Information]@unifiedsecurity.com.au>

Sent: Saturday, March 28, 2020 11:03 pm

To: Katrina Currie (DEDJTR)

Cc: David Clements (DEDJTR); Cameron Nolan (DEDJTR); David Millward

Subject: Re: Flights and hotel locations

Good Evening Katrina,

I hope you are well, to give you an update on today's overview of locations. We see the commencement tomorrow to look as follows

Crown Promenade

6 x Officers - to assist with front forecourt support for bus movements, this has been requested by Victoria Police. We will also utilise these members at Crown Metropole later in the day

3 x officers - to support escorts up to the floors

1 x Officer - to support security presence within the lift area as there is an emergency exit

1x Officer - to support sky bridge exit point

15 x officers - We have been advised that they will be utilising 5 levels within the Promenade complex, upon review of these locations, we have established 3 egress points, 2 exit stairwells and a back of house elevator that can provide you access the basement to ensure security of these locations 3 officers will be required per level.

1 x site supervisor

3 x relief staff to support toilet breaks and welfare checks

Total number 30 personnel

We were also asked about assisting with meals to the levels... happy to discuss further.

We will review these numbers at the end of the day and provide you an update

Crown Metropole

6 x Officers - to assist with front forecourt support for bus movements, this has been requested by Victoria Police. These officers were utilised at Crown Promenade

3 x officers - to support escorts up to the floors

1 x Officer - to support security presence within the front foyer

30 x officers - We have been advised that they will be utilising 15 floors within the Metropole complex, upon review of these locations, we have established 2 egress points, 2 exit stairwells, the back of house elevator is located next to the stair well so we can reduce numbers in this space

1 x site supervisor

4 x relief staff

Total number 45 personnel

We were also asked about assisting with meals to the levels... happy to discuss further.

We will review these numbers at the end of the day and provide you an update

We are mindful of the current position and want to ensure that we are meeting the service needs in the space.

All personnel will be supplied with appropriate PPE.

Emergency Procedures

I have spoken to Crown Security And Victoria Police, in relation to the emergency evacuation process. Crown have advised that they have a 4 min response to check on the Alarm prior to a evacuation being made.

Superintendent Personal Informal has indicated that a communicate will be provided to 000 in relation to these location and members will assist both the crown security and Unified Security in moving all persons to the Queen bridge underpass. Where an exclusion zone will be made to ensure that the general public is kept away from the area, until such time as they can be returned to there accomodation.

Our personnel will be on the ground as follows

0500 - Crown induction
0600 - Security briefing Promenade

0900 - Crown Induction
1000 - Security briefing Metropole

1700 - Crown induction
1800 - Security briefing

2100 - Crown induction
2200 - Security briefing Metrople

David and I will be on site, as well as members of my Victorian operations team.

Please let me know if there is anything else we can do for you. I will contact you tomorrow with updates.

Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

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Personal Information
[Redacted]@unifiedsecurity.com

Personal Information
[Redacted]
Personal Information
[Redacted]



SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HO BART

On 28 Mar 2020, at 9:42 pm, Katrina Currie (DEDJTR)

Personal Information
[Redacted]@ecodev.vic.gov.au> wrote:

Hi Nigel

- Passenger numbers and the flights they are coming through on.

- **Crown Promenade**

- LA805 (104 PAX)
- QR994 (59PAX)
- CZ321 (38 PAX)
- MU737 (18 PAX)

Crown Metropole

- AC037 (163 PAX)
- NZ123 (100 PAX)
- QR904 (141 PAX)

Kind regards

Katrina

Government of Victoria, Victoria, Australia.

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DJP: RESERVE RIGHTS TO PII, LPP AND/OR PRIVACY CLAIMS

From: Katrina Currie (DEDJTR)
Sent: Fri, 27 Mar 2020 23:50:03 +1100
To: Lisa Buckingham (DEDJTR);David Clements (DEDJTR);Alex Kamenev (DEDJTR)
Subject: Security

Hi There

Have emailed CEOs of Unified and Wilsons seeking contact tomorrow on quarantine support.

What are we wanting from Security personnel? Are we expecting them to escort to the hotel and/or provide site security? What shifts are envisaged? Is Crown okay with external security personnel?

At this time I assume the sole location is Crown.

Kind regards

Katrina

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)

djpr.vic.gov.au

jobs.vic.gov.au



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From: [Personal Information] (DPC)
Sent: Sat, 28 Mar 2020 15:33:23 +1100
To: Cameron Nolan (DEDJTR)
Subject: OFFICIAL: Security - Q and As doc
Attachments: Guidance for security in hotels.docx

Hi Cam,

Quite a few parts of this are guess work until we receive further info from DHHS and there are a few highlighted areas which are also dependent on receiving that info.

The question of whether they can use other areas of the hotel and its facilities is a tricky one, as this may be the only way they're able to exercise for the 14 days if they're not allowed to go outside. But it may also pose too high a risk for the hotel if there are other guests staying there. I've left it open as an attachment with further info to be decided on a hotel by hotel basis.

Happy to make any changes you may have at this point, noting I'll incorporate info from DHHS as it comes through.

Also let me know if there's anything else you'd like me to do while we're waiting to receive that info.

Cheers,

[Personal Information]

[Personal Information] Manager, East Asia | International Engagement
 Economic Development and International Branch | Department of Premier and Cabinet
 Level 15, 35 Collins Street, Melbourne Victoria 3000 | [Personal Information]

We acknowledge the traditional Aboriginal owners of country throughout Victoria and pay our respect to them, their culture and their Elders past, present and future.



Premier
and Cabinet

OFFICIAL

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Security consultants

Roles and Responsibilities

What are my core duties at the hotel?

Security personnel will have a number of core duties to ensure the safety of quarantined guests and the people that those guests will interact with on a daily basis.

These duties are as follows:

- Support the Chief Health Officer, authorised officers and Victoria Police in the enforcement of the *Isolation (International Arrivals) Directions* (**Attachment A**) on the premises of the hotel.
- Ensure quarantined guests do not leave the hotel for the period of their quarantine.
- Ensure that any disputes involving quarantined guests in the hotel are de-escalated without physical contact. If unable to de-escalate, Victoria Police should be contacted immediately.
- Provide advice to quarantined guests on which areas they can go to in the hotel (**Attachment B**) and ensure that this is upheld.

When do my duties start?

Victoria Police officers will be present at the hotel to meet quarantined guests upon their arrival. Once they have been checked in, Victoria Police officers will depart and your duties commence.

Who should I contact if I don't know the answer to a guest's question?

DHHS has set up a **dedicated information line at [insert number]** which guests can contact to answer any queries they may have.

What if I have a question that isn't covered here? Who should I contact?

Escalate the question to your manager. If they are unable to provide an answer, your manager can contact **[insert contact name and number] at DHHS**.

Are quarantined guests allowed to leave the hotel?

As stated in the *Isolation (International Arrivals) Directions*, quarantined guests are not allowed to leave the grounds of the hotel for the duration of their quarantine.

Are quarantined guests allowed to visit other areas of the hotel or use the hotel facilities?

This will be dependent on the policy of the individual hotel, which can be found at **Attachment B**. In the event that guests are not allowed to use hotel facilities or travel to other parts of the hotel, you should inform guests of this if they ask and ensure this is enforced.

Can I use physical contact in the enforcement of my duties?

Manhandling of quarantined individuals is not permitted at any time. Any disputes that cannot be de-escalated verbally should be referred to your manager who will contact Victoria Police directly. The Victoria Police contact is [contact name and number].

What should I do in a medical emergency?

A 24 hour nurse will also be stationed at the hotel. Their contact number is [contact number].

What about social support?

Red Cross members will be on site to provide additional support where needed. The key contact for Red Cross is [contact name and number].

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From: Greg Watson
Sent: Sun, 29 Mar 2020 21:33:35 +1100
To: Katrina Currie (DEDJTR)
Cc: Cameron Nolan (DEDJTR); Personal Information
Subject: Proposal for Quarantine Works
Attachments: DJPR Hotel Quarrantine Rates.pdf

Good Evening Katrina

We completed the site visit at Crowne Plaza this afternoon and gained a clearer understanding of the site and duties required. We have been advised that we start at 3 pm tomorrow ahead of an expected 340 people being transferred to the hotel.

In consultation with the various government representatives present, we estimated that the scope is closer to 27 people required 24/7 for the duration of the assignment. This is based on the following:

- Supervisor / site manager (1)
- 6 floors requiring 3 security officers each as there are 3 fire exits on each floor and no line of sight between them (18)
- Security offices at main entry and staff entry point (2)
- Escorts of people to their rooms (2)
- Relievers to ensure 23 staff receive breaks as per SSIA and NES (4)

All Security officers will be paid minimum Level 2 under the SSIA 2010 or Wilson Security EA (higher than SSIA) and will receive all required rest and meal breaks. We have also allowed for one meal per person prepared by the Hotel in a 12 hour shift as they will not be able to leave the site and it is undesirable for food to be brought in by security staff due to the risk of contamination.

In addition to the rate schedule in the attached Pricing Methodology document, Wilson will provide at no extra charge:

- Contract Manager
- HSE Advisor and support
- Corporate Risk management support
- HR and Rostering support

This is a significant deployment of personnel and we have selected a professional team at a time when security numbers in the state are nearing depletion, managed by a team who have experience with the Commonwealth Games and G20 in Brisbane and Melbourne, Crown Casino and all major events in Victoria. We have committed to supporting the service with all our corporate infrastructure and specialist resources.

We seek your formal confirmation of our appointment to the 3 nominated hotels and approval for the rates for service as submitted.

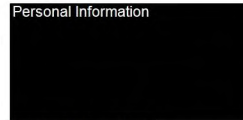
If you require further information please do not hesitate to contact me on Personal Information

Regards Greg

Greg Watson
n
General Manager Regional Operations



Level 3, 6 E
nglish Street
Essend V 3
on Fiel I 0
ds C 4
1
Australia



Personal Information
@wilsonsec
urity.com.au
www.wilsonsecurity.com.
au



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Wilson Security Commercial Offer

1. GST

All pricing is shown exclusive of GST and is therefore subject to GST at the applicable date.

2. Fair Work Act and Award Compliance

Wilson Security is committed to ethical employment practices and provides wages and benefits to security staff in accordance with the Security Services Industry Award 2010 (SSIA). All Wilson Security business activities are compliant with the principles defined in the Fair Work Act 2009, the National Employment Standards (NES) and related legislation.

3. Pricing

Span	Security officer	Supervisor
Mon-Fri 0630 - 1830	\$45.21	\$66.38
Mon-Fri 1830 - 0630	\$52.52	\$78.18
Saturday	\$63.49	\$88.50
Sunday	\$81.77	\$118.00
Public Holiday	\$100.05	\$140.13

Pricing is valid to 30 June 2020 (the Review Date), after which we would require an increase in accordance with the below Proposed Annual Price Adjustment

Proposed Annual Price Adjustment Mechanism

$$A = B + (B \times (C-D)) + (B \times E) + (B \times (F-G)) + (B \times (H-I))$$

where:

- A** is the New Price;
- B** is the Price immediately before the Review Date;
- C** is the Superannuation rate (expressed as a decimal) applicable at the Review Date;
- D** is the Superannuation rate (expressed as a decimal) applicable at the Prior Review Date;
- E** is the pay rate increase (expressed as a percentage) as a result of any wage increases announced by Fair Work Australia incurred since the previous Review Date;
- F** is the Payroll Tax rate (expressed as a decimal) applicable at the Review Date;
- G** is the Payroll Tax rate (expressed as a decimal) at the prior Review Date;
- H** is the Long Service Leave rate (expressed as a decimal) applicable at the Review Date;
- I** is the Long Service Leave rate (expressed as a decimal) at the prior Review Date.



3 Flexibility Provision

We reserve the right to review our pricing throughout the term where an increase in the risk profile or scope changes result in an increased cost of service delivery

4 Meals

Given the requirement for security officers to man their post at all times, a provision of \$1.67 per hour (\$20 per person, per 12-hour shift) is included for meals.

5 Minimum Charge

A minimum shift length and hence minimum charge of four hours applies to all guarding requirements.

6 Invoicing

Invoicing will be issued fortnightly, payment terms are 14 days from the date of invoice.

7 Acceptance of offer

A purchase order or written confirmation of acceptance is required prior to the commencement of services.

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From: Greg Watson
Sent: Mon, 30 Mar 2020 09:09:59 +1100
To: Katrina Currie (DEDJTR)
Cc: Cameron Nolan (DEDJTR); [Personal Information]
Subject: RE: Proposal for Quarantine Works

Good Morning Katrina

We are seeking authorisation to proceed - can this be provided pls.

Regards Greg

Greg Watson
 n
 General Manager Regional Operations



Level 3, 6 E
 nglish Street
 Essend V 3
 on Fiel l 0
 ds C 4
 1
 Australia

[Personal Information]

[Personal Information]@wilsonsec
 urity.com.au
 www.wilsonsecurity.com.
 au



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From: Greg Watson
Sent: Sunday, 29 March 2020 9:34 PM
To: Katrina Currie (DEDJTR); [Personal Information]@ecodev.vic.gov.au>
Cc: Cameron Nolan (DEDJTR); [Personal Information]@ecodev.vic.gov.au>; [Personal Information]@wilsonsecurity.com.au>
Subject: Proposal for Quarantine Works

Good Evening Katrina

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- Contract Manager
- HSE Advisor and support
- Corporate Risk management support
- HR and Rostering support

This is a significant deployment of personnel and we have selected a professional team at a time when security numbers in the state are nearing depletion, managed by a team who have experience with the Commonwealth Games and G20 in Brisbane and Melbourne, Crown Casino and all major events in Victoria. We have committed to supporting the service with all our corporate infrastructure and specialist resources.

We seek your formal confirmation of our appointment to the 3 nominated hotels and approval for the rates for service as submitted.

If you require further information please do not hesitate to contact me on

Personal Information

Regards Greg

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From: Charles Rankin (DJPR)
Sent: Thu, 9 Apr 2020 15:29:07 +1000
To: [Personal Information] (DJPR)
Cc: [Personal Information] (DJPR); Rob Holland (DJPR)
Subject: RE: ***Contract for Simon's signature*** Unified Security Group (Australia) Pty Ltd - Invoices

Hey [Personal Information]

I've put Simon's signature on it, on the basis of David's advice. There's no total amount listed for the contract – It must have been fairly high, otherwise David C could have signed it. Do we know how much in total it is?

This is the last one we should do like this. Either he needs to sign using PDF (its pretty simple) or we need someone to witness him telling us to put his signature on it. Because I'm not comfortable putting his signature on it, and then signing as a witness that he signed in my presence, without at least a verbal confirmation he wants to sign the contract.

Chuck Rankin | Director, Office of the Secretary
 Department of Jobs, Precincts and Regions
 Level 36, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 T: [Personal Information]
 [Personal Information] @ecodev.vic.gov.au
djpr.vic.gov.au



From: [Personal Information] (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Thursday, 9 April 2020 2:54 PM
To: Charles Rankin (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Cc: [Personal Information] (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Subject: ***Contract for Simon's signature*** Unified Security Group (Australia) Pty Ltd - Invoices
Importance: High

Hi Chuck,

The contract for the security services is attached. Are you able to please add Simon's electronic signature and forward back to me please.

Thank you, much appreciated.

Regards,

[Personal Information]

From: PPO [Personal Information] (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Thursday, 9 April 2020 2:30 PM

To: Personal Information (DJPR) Personal Information <@ecodev.vic.gov.au>
 Subject: RE: Unified Security Group (Australia) Pty Ltd - Invoices

Thanks Persona Signed contract received 1 minute ago! Privilege

Privilege

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
Personal Information
Personal Info <@ecodev.vic.gov.au>

djpr.vic.gov.au

jobs.vic.gov.au



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From: Personal Information (DJPR) <Personal Information <@ecodev.vic.gov.au>

Sent: Thursday, 9 April 2020 2:26 PM

To: PPO (DJPR) <Personal Information <@ecodev.vic.gov.au>

Subject: RE: Unified Security Group (Australia) Pty Ltd - Invoices

Hi PPO

Once it is signed please forward it to me and I can have the Secretary sign it via electronic signature.

Regards,

Personal In

From: PPO (DJPR) <Personal Informa <@ecodev.vic.gov.au>

Sent: Thursday, 9 April 2020 2:20 PM

To: Personal Information (DJPR) <Personal Information <@ecodev.vic.gov.au>

Subject: RE: Unified Security Group (Australia) Pty Ltd - Invoices

Personal Info

The contract for this engagement is currently with the provider. It will need to be eventually counter-signed by the Secretary. I am aware of the need to expedite signing, so is this something that you can assist with? Or is there somebody else in Secretary's Office better placed to assist?

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 T: Personal Information | M: Personal Information
Personal Informa <@ecodev.vic.gov.au>

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From: Personal Information (DJPR) Personal Information @ecodev.vic.gov.au>
Sent: Wednesday, 8 April 2020 3:47 PM
To: PPO (DJPR) <Personal Information @ecodev.vic.gov.au>
Cc: David Clements (DJPR) <Personal Information @ecodev.vic.gov.au>; Katrina Currie (DJPR) Personal Information @ecodev.vic.gov.au>
Subject: RE: Unified Security Group (Australia) Pty Ltd - Invoices

Thanks PPO,

I shall process as discussed.

Regards,

Personal Information

From: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Sent: Wednesday, 8 April 2020 3:29 PM
To: Personal Information (DJPR) <Personal Information @ecodev.vic.gov.au>
Cc: David Clements (DJPR) <Personal Information s@ecodev.vic.gov.au>; Katrina Currie (DJPR) Personal Information @ecodev.vic.gov.au>
Subject: FW: Unified Security Group (Australia) Pty Ltd - Invoices

Personal – As discussed earlier today, please find attached invoices for the payment of security services at hotels being used for the quarantining of incoming international arrivals. Deputy Secretary confirmation of the engagement with approval of payment can be found in the email below (we are still progressing the execution of a contract with the provider).

Please let me know if you require anything further from me to progress payment.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
 T: Personal Information | M: Personal Information
 Personal Information @ecodev.vic.gov.au

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From: David Clements (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Wednesday, 8 April 2020 3:21 PM
To: PPO (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Cc: Katrina Currie (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Subject: RE: Unified Security Group (Australia) Pty Ltd - Invoices

Hi PPO – yes confirming they were engaged for this.

Payment consistent with original quotes approved.

Meal allowance also approved.

Dc

From: PPO (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Sent: Wednesday, 8 April 2020 3:19 PM
To: David Clements (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Cc: Katrina Currie (DJPR) <[Personal Information]@ecodev.vic.gov.au>
Subject: Unified Security Group (Australia) Pty Ltd - Invoices
Importance: High

David – The attached invoices have been issued by Unified Security for security services delivered from 29 March 2020 to 5 April 2020 at Crown Promenade and Crown Metropol.

Unified's staffing levels have been continuously informed by DHHS and DJPR ground staff and I have checked that staff pay and consumables have been charged at rates originally quoted. The invoices include charges for meal allowances, which I queried with Unified as they were not in the original quote. Unified responded that they were originally advised that meals would be provided by hotels (at site walkthroughs on 28 March 2020). When hotels advised that they could not do this, ground staff advised that the Victorian Government would pay a meal allowance to Unified for its staff. Wilson Security is also charging a meal allowance for its staff.

As a contract has not yet been executed for this engagement, can you please confirm that Unified Security were appointed to deliver security services at Crown Promenade and Crown Metropol from 29 March 2020 and that you approve the payment of the attached invoices.

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From: Personal Information <Personal Information@unifiedsecurity.com.au>
Sent: Wednesday, 8 April 2020 12:34 PM
To: PPO [redacted] DJPR <Personal Information@ecodev.vic.gov.au>
Cc: Nigel Coppick <Personal Information@unifiedsecurity.com.au>; Accounts Department
 Personal Information@unifiedsecurity.com.au
Subject: Re: Invoice#00046341 & Invoice#00046343-From Unified Security Group (Australia) Pty Ltd

Good afternoon PPO [redacted]

Please find attached invoice#Invoice#00046341 for WE 29/03/2020 & Invoice#00046343 for WE05/04/2020.

Should you have any questions, please feel free to contact us.

Thanks.
Kind Regards,

Personal Information [redacted]
Chief Financial Officer

Corporate Head Office
534 Parramatta Road
Ashfield NSW 2131 Australia

Personal Information [redacted]@unifiedsecurity.com.au

Personal Information [redacted]



unifiedsecurity.com.au

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From: Katrina Currie (DEDJTR)
Sent: Fri, 27 Mar 2020 23:52:26 +1100
To: Personal Information@wilsonsecurity.com.au
Subject: FW: Urgent - Seeking contact

Dear Personal Information

I am seeking urgent advice from Wilson's Security on their capacity to support a security response to quarantine measures associated with COVID-19 being implemented from tomorrow night 28 March 2020 for travellers returning to Australia through Melbourne Airport.

Please contact me URGENTLY on Personal Information tomorrow to discuss options/support.

Kind regards

Katrina Currie

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

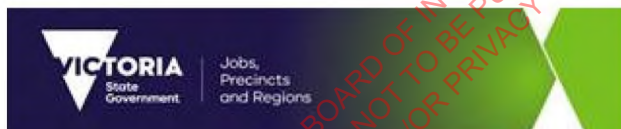
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Katrina Currie (DEDJTR)
Sent: Fri, 27 Mar 2020 23:32:51 +1100
To: [Redacted]@unifiedsecurity.com.au
Subject: Urgent

Hi David

I am seeking urgent advice from Unified Security on their capacity to support a security response to quarantine measures associated with COVID-19 being implemented from tomorrow night 28 March 2020 for travellers returning to Australia through Melbourne Airport. The work will involve providing security support for the transfer and maintenance of travellers at a hotel site in central Melbourne.

Please contact me URGENTLY on [Redacted] tomorrow to discuss options/support.

Kind regards

Katrina Currie

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

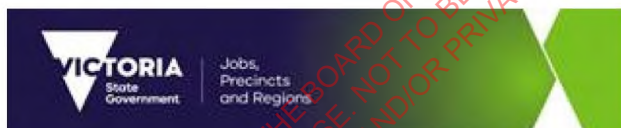
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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Sent: Tue, 31 Mar 2020 16:32:50 +1100
To: PPO (DEDJTR)
Cc: Personal Information (DEDJTR);Cameron Nolan (DEDJTR)
Subject: RE: Security Services Procurement

Hi Personal Inform

I was tasked with standing up a security team on Friday night by the following Saturday morning.

I sought advice from my employer engagement teams on security companies we have worked with through Jobs Victoria and asked for contact details of the firms concerned. I was provided with two options at that time – Wilson and Unified. I did not check the panel at that time as I actually wasn't aware that such a thing existed!

I emailed Unified and Wilsons at 11.30pm Friday night. Unified replied to me at 6.52am on Saturday morning and I began discussions at 7.00am as to their capability and capacity to deliver servicing at the first two sites by mid-afternoon Saturday. I was advised by text of their capability and this was followed up in telephone conversations. They attended site at 3pm to assess risk and staffing needs; briefed and planned their rosters and secured personnel; and were onsite delivering as required from 5am on Sunday morning.

Wilson replied to me by 8.00am on Saturday morning but by then I had already entered into discussions with Unified. I took up discussions with Wilsons for subsequent sites around 11am. They indicated they could also supply and so I spoke with them again around 4pm and asked them to consider how they could respond. They emailed me a series of questions on Sunday to which I responded by which time Unified had already been tasked with the first hotels.

Unified is an Aboriginal owned and controlled organisation and has worked with DJPR on related social procurement initiatives. They are accredited with Kinaway and Supply Nation. While they are not a panel provider for security services utilising their services is absolutely in keeping with the concept

From: PPO (DEDJTR) Personal Information@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 4:18 PM
To: Katrina Currie (DEDJTR) Personal Information@ecodev.vic.gov.au>
Subject: FW: Security Services Procurement
Importance: High

Hi Katrina – Please see the email below from Personal Inf Procurement is after more detail on how you came to engage Unified to deliver security services to be able to advise on a best course of action. I thought that you may have received a referral from AED, but am not sure. Are you able to advise.

On the contracting of Wilson, I am working through a contract template now. However, there are a couple of areas that I will need guidance on, so will need advice from DTF before I can provide you with a draft to review.

PPO

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From: Personal Information (DEDJTR) Personal Information@ecodev.vic.gov.au>

Sent: Tuesday, 31 March 2020 3:51 PM

To: PPO (DEDJTR) Personal Information@ecodev.vic.gov.au>

Subject: RE: Security Services Procurement

Hi PPO

Need clarity on the rationale for going outside the SPC in this instance. I understand there was an urgency to get things up and running quickly over the weekend but to have a non-approved firm providing security and effectively enforcing government regulation at quarantine sites off the back of some emails and phone calls presents significant risk to individuals involved and the department/Government that is not easily mitigated.

Need to be clear on why this provider was engaged instead of the other SPC providers (noting requests went to Wilson and MSS – who are on the SPC) and whether there is any reason to continue with them (as opposed to switching them out for an SPC provider, for example) in order to assist in determining next steps.

In the meantime, I briefed Personal Information from legal on this earlier today. If you do need some form of contract with anyone outside of the SPC framework, legal support will be required.

Personal Information

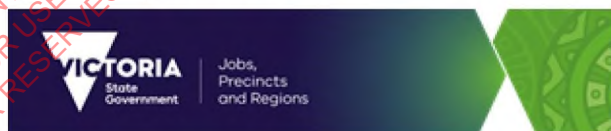
Strategic Procurement Specialist | Corporate Services - Investment and Procurement

Department of Jobs, Precincts and Regions

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For more information about Procurement visit our [Landing Page](#) on DJPR's Intranet site

From: PPO [REDACTED] (DEDJTR) [Personal Information] <[REDACTED]@ecodev.vic.gov.au>
Sent: Monday, 30 March 2020 6:48 PM
To: [Personal Information] (DEDJTR) [Personal Information] <[REDACTED]@ecodev.vic.gov.au>
Subject: FW: Security Services Procurement

[Personal Info] – Not sure if the email history came through when I forwarded this on the phone.

PPO [REDACTED]

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Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
T: [Personal Information] [REDACTED]
[Personal Inform] <[REDACTED]@ecodev.vic.gov.au>

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From: Katrina Currie (DEDJTR) [Personal Information] <[REDACTED]@ecodev.vic.gov.au>
Sent: Monday, 30 March 2020 6:17 PM
To: PPO [REDACTED] (DEDJTR) [Personal Informat] <[REDACTED]@ecodev.vic.gov.au>
Subject: RE: Security Services Procurement

Hi [REDACTED]

We need to use Unified as they are already in place. We need an exemption from the panel and I have been told this is possible by Jessica Lambous. I will shortly send an email to her and Tom Ingham. I will copy you in asking for their assistance in getting the necessary things in place to contract and then pay the suppliers (currently unified and Wilson).

Kind regards

Katrina

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Sent: Fri, 22 May 2020 01:29:42 +1000
To: DJPR COVID Accom-Lead (DJPR); Personal Information (DJPR); Personal Information (DJPR)
Cc: Personal Information (DJPR)
Subject: Security Issues Register - Quarantine Hotels
Attachments: Security Incidents Register - Updated 22-04-20 8am.xlsx

Hi Rachaele – Please find attached a Security Issues Register for hotel sites. Apologies for the time it’s taken to pull this together. Happy to take feedback.

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Date	Company	Hotel	Incident Type	Incident Details	Company's response	Resolved Y/N	Resolution	Hotel Contact	Security Contact
4/2/2020	Unified Security	Crown Metropol	Contraband intercept	Report from [Personal Information] (State Manager) 'A note to advise that security officers from Unified Security intercepted a delivery of what they suspect is marijuana as well as a homemade device for smoking marijuana at Crown Metropol. The items were delivered to a traveller under isolation inside a computer sent to the hotel via taxi. Unified Security has confiscated the items and have notified police.'	Police notified.	Y	Police notified and dealt with relevant guest.	[Personal Information]	[Personal Information] Victorian State Manager Victoria Office [Personal Information] [Personal Information]
4/7/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Complaint from hotel management: 'Male toilets misused (tissues, and hand gloves flushed and thrown on the floor, couple of toilets were clogged and had to be fixed). PPE not worn at all times. One of the guards was rude to the Food and Beverage Manager, including helping himself to the espresso machine which they were not entitled to.'	Response from Greg Watson (General Manager, Regional Operations): We will certainly deal with our staff and make sure this information is communicated. We appreciate the facilities being made available to staff and we will follow up to ensure that they are cared for. Also rudeness or poor customer service will not be tolerated and if the hotel advises our supervisor immediately we can take prompt action. PPE has been provided and staff have been requested to wear when in proximity to guests however masks were made optional after guests were processed into the hotel as our chief Medical Advisor had advised they may not be very effective unless the wearer has the virus. I certainly appreciate the perception is that masks look like more precautions are being taken. If the instruction is to wear masks all the time we can enforce that if that is the direction.	Y	See Company Response.	[Personal Information] Assistant Front Office Manager [Personal Information] [Personal Information] @panpacific.com	Greg Watson General Manager Regional Operations [Personal Information] [Personal Information] [Personal Information] @wilsonsecurity.com.au
4/10/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: 'A nurse was providing medication to a detainee (room [Personal Information] and an altercation occurred and the detainee became aggressive to the Nurse. She was put in a vulnerable situation and had to leave the room. The two guards on the floor did not stand up and protect or provide the Nurse with any security.'	Guards in question stood down.	Y	Guards stood down.		Shaun Hogan National Manager Corporate Risk [Personal Information] [Personal Information] @wilsonsecurity.com.au
4/10/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: An incident in room [Personal Information] where a detainee attempted to smash the window, removed [Personal Information] from the room and barricaded [Personal Information] in. [Personal Information] (senior Wilson staff member) was present to assist and it appeared that the guards on duty vacated the area and left [Personal Information] on his own to manage this situation (no support for [Personal Information] from his own staff). Police were called to deal with the situation and the fire brigade had to be called to break the down as the police do not have the equipment to do.	Response from Shaun Hogan (National Manager Corporate Risk): 'We are working on greater support and guidance for the security team at the Pan Pacific hotel. In the short term we have a management overlay (at no charge to Victorian Government) to support this operation, with [Personal Information] and [Personal Information] being present daily over the coming days. I will formulate a plan to address the security staff performance with the state and national teams and provide a plan to rectify the service issues and concerns you have raised. I will provide this plan in the next 24 hours, however please be assured we are working with our service partners to resolve the issues you are experiencing. The response and service failings you have experienced are not we consider appropriate, and we are embarrassed by the failings you have experienced. Please allow me to escalate your email and confirm an action plan back to you as soon as possible.'	Y	Wilson Action Plan involved: - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. - Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.	Shaun Hogan National Manager Corporate Risk [Personal Information] [Personal Information] @wilsonsecurity.com.au	
4/12/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Harassment Complaint: Person called to advise that there is a security guard. When breakfast came, he smiled at her. That was fine, when lunch came, the security guard asked her to turn around. He went to pull something out of his pocket, but said, no it's fine. Last night when dinner arrived, he was still there and started a conversation with her asking how many days she had left. Person advised she had 5 days left and he said "Oh thats not good, only 5. I wanted to ask you out". Person complained to the hotel and they had him moved. There is security footage of him approaching her room and knocking on the door	Response from Greg Watson (General Manager, Regional Operations): 'I haven't heard of this complaint however I will follow up with the team as it is obviously unacceptable. If we can't ID the person I will come back for more details.'	Y	Wilson Action Plan involved: - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. - Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.	Greg Watson General Manager Regional Operations [Personal Information] [Personal Information] @wilsonsecurity.com.au	
4/14/2020	Wilson	Crowne Plaza	Complaint against guards	Harassment Complaint: 'I have a guest at Crowne Plaza [Personal Information] that has received an inappropriate note under her door from a security guard. The note said something like "Hey hun, add me on snapchat" - she looked up his name and looked up on Facebook and it's a security guard and wants to complain. [Personal Information] his name - He took her outside a few days ago for outside time with 2 other [Personal Information]	Response from Greg Watson (General Manager, Regional Operations): 'The guard concerned was on day shift and will not return. This has been implemented.'	Y	Guard stood down.		Greg Watson General Manager Regional Operations [Personal Information] [Personal Information] @wilsonsecurity.com.au
4/17/2020	Unified Security	Novotel on Collins	Injury	Report from [Personal Information] (State Manager): Incident with guests where [Personal Information] injured [Personal Information] and Ambulance and Police were called. •At approx. 1800 - 1830hrs, Security [Personal Information], DHHS Team Leader [Personal Information] and Authorised Officer [Personal Information] were called to a room on Level 8 where a [Personal Information] was threatening self harm because [Personal Information] was craving a cigarette. [Personal Information] apparently starting throwing stuff around the room and appeared to break things •DHHS and the Authorised Officer were in communication with their superiors and tried to reach an outcome that was beneficial for all. A number of scenarios were suggested, such as the guest having a cigarette on Level 7 balcony or being taken to street level for a cigarette or being taken to the loading dock for a cigarette. After reviewing the locations, it was decided that the loading dock was the best place out of the public view. The guest would wear PPE and not be able to carry [Personal Information] mobile phone •Had discussions between Security, DHHS Team Leader, AO and the nurses. It was decided we would take the guest to the loading dock with 3 x security escorts [Personal Information], DHHS and the AO. Nurses were extremely busy and could not attend. •The nurse contacted the guest via phone. Told [Personal Information] what was happening and told [Personal Information] to leave [Personal Information] mobile phone in the room and that [Personal Information] will be required to put on mask and gloves prior to leaving the room •At approx. 1945hrs, I went to the loading dock to secure the area while [Personal Information] attended the room with DHHS and AO. The Loading Dock leads onto Dame Ethna Place, then onto Little Collins Street. It's a shared loading dock with Australia On Collins •The guest appeared to be in reasonable spirits while moving to and whilst on the loading dock. [Personal Information] was having [Personal Information] cigarette and the DHHS representative was talking to [Personal Information] •When [Personal Information] finished [Personal Information] cigarette at approx. 2000hrs, [Personal Information] appeared to lean on the railing and then appeared to be moving down to crouch down. It then appeared that [Personal Information] lost control of [Personal Information] and [Personal Information] fell between the bottom rail and off the loading dock. [Personal Information] landed on [Personal Information]	Ambulance called and paramedics attended to guest. Guest transferred to hospital.		Lobby deemed no longer to be an acceptable site for cigarette/rest breaks.		[Personal Information] Victoria State Manager Victoria Office [Personal Information] [Personal Information] @unifiedsecurity.com.au [Personal Information]

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Personal Information

(DJPR)

From: PPO (DJPR)
Sent: Tuesday, 21 April 2020 11:46 AM
To: Personal Information (DJPR)
Subject: FW: Crown Plaza

Irate guest.

PPO
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
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Personal Information
@ecodev.vic.gov.au

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From: Nigel Coppick Personal Information @unifiedsecurity.com.au>
Sent: Monday, 20 April 2020 5:22 PM
To: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Subject: Crown Plaza

Hi PPO

I hope you are well? At approximately 1654Hrs, We have had an interaction with a in quarantined at Crown Plaza.

Details Below

Name Personal Information
Room

At the time Personal Information was very upset and aggregated, would not adhere to direction from my team members on the floor. Personal Information pushed way to the lower floor, where was meet by my Operations Manager.

It was established that Personal Information was quite upset that could not purchase alcohol from the hotel has only has an EFT card which the Crown Plaza Management would not at first accepted. Personal Information also added that is very unhappy with the food, being provided.

I also thought it prudent to advise you, that there is no Authorised Officer (AO) at the hotel at the time of this situation.

We have been able to get the Hotel to agree to take a \$200 transaction which will last the for 2 weeks.

Police where also called and have issued the with a warning.

Can I ask what the process is when there is no AO on location?

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Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office

Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

Personal Information [redacted] @unifiedsecurity.com.au

Personal Information [redacted]



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Sent: Wed, 1 Apr 2020 15:32:33 +1100
To: [Personal Information] (DEDJTR)
Cc: Katrina Currie (DEDJTR)
Subject: FW: Security Services Procurement
Importance: High

Hi [Personal Information] – See email below from Katrina asking that I take the lead on seeing the contracting of both Unified and Wilson through. Unified is currently delivering security services at two sites and will not be allocated any additional sites. Wilson is currently delivering security services at one site, is on standby to deliver services at a second (now confirmed as the Pan Pacific Hotel), and will then be allocated a third as yet to be confirmed site. **At this stage I have a draft POC for Wilson with you for review and am awaiting advice on how best to proceed with Unified.**

I plan to approach MSS Security (which is on the Security Services Panel) for costings for security services at three further hotels – all yet to be confirmed. Katrina has already exchanged emails with MSS, and I am assuming that I should just pick this conversation up rather than going through any formal process. **Would appreciate your advice here on anything that should be included in my approach to MSS.**

Katrina has asked that I not contact any other providers on the Security Services Panel at this stage, as it is likely that eight hotels will suffice as numbers of arrivals are already beginning to drop off.

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From: Katrina Currie (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Sent: Wednesday, 1 April 2020 2:24 PM
To: [PPO] [Personal Information] (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Cc: Cameron Nolan (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Subject: RE: Security Services Procurement

Hi [PPO] (and Cam cc'd for visibility)

Tried to call. They will probably fill up Crown by Thursday and then move to Pan Pacific. This site is being offered to Wilson. Depending on what happens next a third hotel will also be offered to Wilson but it may not be the Airport hotel originally being planned as there are apparently some issues with its access for quarantined people.

We then move on to MSS. I will forward you their contact details so you can start to negotiate with them. They will get the next three sites but these are not yet confirmed. Check their email as I discussed potential sites with them earlier this week.

Key questions to check on:

- Access to PPE – if not available they will need to let us know so we can negotiate via Claire Febey and her team to source
- Staff training – ensure they have done online COVID awareness training available from the Commonwealth
- Capacity to scale up quickly – ensuring they have access to a staff pool that can be deployed fairly quickly when required
- Site walk throughs prior to assess staffing needs – access/entry points
- Evacuation protocols for each site
- NDAs for staff so that any media issues are properly managed
- They may ask about health issues or security as there is a 'no manhandling' policy for anyone trying to leave. For health issues DHHS needs to be notified (including for both physical and mental health) and for security issues it is VicPol.

You will need to act as a liaison point for the security companies on any issues including managing abscondees, media, COVID cases that might emerge, food issues, deliveries, liaison with on-site services (we supply a concierge through a labour hire company called d'nata at the moment); and liaison into Gonul Sorbest's team for onsite arrangements and Cam Nolan for advice on which hotels are being stood up and when we might need to activate the next contract.

Can you also manage the contracting piece through so that Wilson and Unified have contracts of service?

I have copied in Cam Nolan who has been my key contact throughout. If you could keep Cam and I informed of any issues that emerge, I will shadow you over the next few days while you pick up the work. Will send through emails and relevant contacts shortly.

Kind regards

Katrina

From: [REDACTED] (DEDJTR) [REDACTED] Personal Information [REDACTED]@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 7:16 PM
To: Katrina Currie (DEDJTR) [REDACTED] Personal Information [REDACTED]@ecodev.vic.gov.au>
Subject: Re: Security Services Procurement

Thanks Katrina. Are you able to provide details of the second and third hotels allocated to Wilson? And do we have lead contacts at each of the three hotels? These are required details in the form contract.

Also, do we need to get on the front foot on security arrangements for future hotels by getting costings from other providers on the Security Services Contract?

PPO

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From: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Katrina.Currie@ecodev.vic.gov.au)>
Sent: Tuesday, March 31, 2020 6:52:11 PM
To: PPO [@ecodev.vic.gov.au](mailto:Katrina.Currie@ecodev.vic.gov.au)>
Cc: Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Katrina.Currie@ecodev.vic.gov.au)>; Cameron Nolan (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Cameron.Nolan@ecodev.vic.gov.au)>
Subject: RE: Security Services Procurement

Hi Personal Info

I was tasked with standing up a security team on Friday night by the following Saturday morning.

I sought advice from my employer engagement teams on security companies we have worked with through Jobs Victoria and asked for contact details of the firms concerned. I was provided with two options at that time – Wilson and Unified.

I emailed Unified and Wilsons at 11.30pm Friday night. Unified replied to me at 6.52am on Saturday morning and I began discussions at 7.00am as to their capability and capacity to deliver servicing at the first two sites by mid-afternoon Saturday. I was advised by text of their capability and this was followed up in telephone conversations. They attended site at 3pm to assess risk and staffing needs; briefed and planned their rosters and secured personnel; and were onsite delivering as required from 5am on Sunday morning.

Wilson replied to me by 8.00am on Saturday morning but by then I had already entered into discussions with Unified. I took up discussions with Wilsons for subsequent sites around 11am. They indicated they could also supply and so I spoke with them again around 4pm and asked them to consider how they could respond. They emailed me a series of questions on Sunday to which I responded by which time Unified had already been tasked with the first hotels. Wilson have been engaged for three subsequent hotels.

Unified is an Aboriginal owned and controlled organisation and has worked with DJPR on related social procurement initiatives. They are accredited with Kinaway and Supply Nation. While they are not a panel provider for security services utilising their services is in keeping with the **State Government's social procurement objectives of utilising Aboriginal businesses.**

A legal exemption should be sought but Unified are delivering and have been delivering services since Sunday. The rationale for the exemption is both immediate need and their responsiveness but also their status as an Aboriginal owned and controlled business under the Government's social procurement objectives.

Kind regards

Katrina

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From: PPO [REDACTED] (DEDJTR) [REDACTED]@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 4:18 PM
To: Katrina Currie (DEDJTR) [REDACTED]@ecodev.vic.gov.au>
Subject: FW: Security Services Procurement
Importance: High

Hi Katrina – Please see the email below from [REDACTED] Procurement is after more detail on how you came to engage Unified to deliver security services to be able to advise on a best course of action. I thought that you may have received a referral from AED, but am not sure. Are you able to advise?

On the contracting of Wilson, I am working through a contract template now. However, there are a couple of areas that I will need guidance on, so will need advice from DTF before I can provide you with a draft to review.

PPO [REDACTED]
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
T: [REDACTED]
[REDACTED]@ecodev.vic.gov.au
djpr.vic.gov.au
jobs.vic.gov.au



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From: [REDACTED] (DEDJTR) [REDACTED]@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 3:51 PM
To: PPO [REDACTED] (DEDJTR) [REDACTED]@ecodev.vic.gov.au>
Subject: RE: Security Services Procurement

Hi [REDACTED]

Need clarity on the rationale for going outside the SPC in this instance. I understand there was an urgency to get things up and running quickly over the weekend but to have a non-approved firm providing security and effectively enforcing government regulation at quarantine sites off the back of some emails and phone calls presents significant risk to individuals involved and the department/Government that is not easily mitigated.

Need to be clear on why this provider was engaged instead of the other SPC providers (noting requests went to Wilson and MSS – who are on the SPC) and whether there is any reason to continue with them (as opposed to switching them out for an SPC provider, for example) in order to assist in determining next steps.

In the meantime, I briefed [REDACTED] from legal on this earlier today. If you do need some form of contract with anyone outside of the SPC framework, legal support will be required.

[REDACTED]

Personal Information

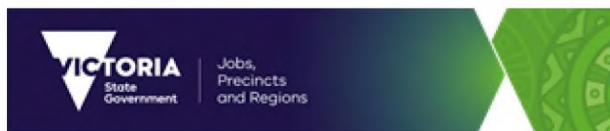
Strategic Procurement Specialist | Corporate Services - Investment and Procurement

Department of Jobs, Precincts and Regions

Level 13, 1 Spring Street, Melbourne, Victoria Australia 3000

T: Personal Information

E: Personal Information [@ecodev.vic.gov.au](mailto:Personal Information@ecodev.vic.gov.au)



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For more information about Procurement visit our [Landing Page on DJPR's Intranet site](#)

From: PPO (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information@ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 6:48 PM

To: Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information@ecodev.vic.gov.au)>

Subject: FW: Security Services Procurement

Personal Information — Not sure if the email history came through when I forwarded this on the phone.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

T: Personal Information

Personal Information [@ecodev.vic.gov.au](mailto:Personal Information@ecodev.vic.gov.au)

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jobs.vic.gov.au



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From: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information@ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 6:17 PM

To: PPO (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:Personal Information@ecodev.vic.gov.au)>

Subject: RE: Security Services Procurement

Hi PPO

We need to use Unified as they are already in place. We need an exemption from the panel and I have been told this is possible by Jessica Lambous. I will shortly send an email to her and Personal Information. I will copy you in asking for their assistance in getting the necessary things in place to contract and then pay the suppliers (currently unified and Wilson).

Kind regards

Katrina

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Date	Company	Hotel	Incident Type	Incident Details	Company's response/ Incident investigation reference number	Resolved Y/N
2/04/2020	Unified Security	Crown Metropol	Contraband intercept	Report from Nigel Coppick (State Manager) 'A note to advise that security officers from Unified Security intercepted a delivery of what they suspect is marijuana as well as a homemade device for smoking marijuana at Crown Metropol. The items were delivered to a traveller under isolation inside a computer sent to the hotel via taxi. Unified Security has confiscated the items and have notified police.'	Police notified.	Y
7/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Complaint from hotel management: 'Male toilets misused (tissues, and hand gloves flushed and thrown on the floor, couple of toilets were clogged and had to be fixed). PPE not worn at all times. One of the guards was rude to the Food and Beverage Manager, including helping himself to the espresso machine which they were not entitled to.'	Response from Greg Watson (General Manager, Regional Operations): We will certainly deal with our staff and make sure this information is communicated. We appreciate the facilities being made available to staff and we will follow up to ensure that they are cared for. Also rudeness or poor customer service will not be tolerated and if the hotel advises our supervisor immediately we can take prompt action. PPE has been provided and staff have been requested to wear when in proximity to guests however masks were made optional after guests were processed into the hotel as our chief Medical Advisor had advised they may not be very effective unless the wearer has the virus. I certainly appreciate the perception is that masks look like more precautions are being taken. If the instruction is to wear masks all the time we can enforce that if that is the direction.	Y
10/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: 'A nurse was providing medication to a detainee (room [redacted] and an altercation occurred and the detainee became aggressive to the Nurse. She was put in a vulnerable situation and had to leave the room. The two guards on the floor did not stand up and protect or provide the Nurse with any security.'	Guards in question stood down.	Y
10/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Report from DJPR ground staff: An incident in room [redacted] where a detainee attempted to smash the window, removed [redacted] from the room and barricaded [redacted] in. [redacted] senior Wilson staff member) was present to assist and it appeared that the guards on duty vacated the area and left [redacted] on his own to manage this situation (no support for [redacted] from his own staff). Police were called to deal with the situation and the fire brigade had to be called to break the down as the police do not have the equipment to do.	Response from Shaun Hogan (National Manager Corporate Risk): 'We are working on greater support and guidance for the security team at the Pan Pacific hotel. In the short term we have a management overlay (at no charge to Victorian Government) to support this operation, with [redacted] Personal and Personal being present daily over the coming days. I will formulate a plan to address the security staff performance with the state and national teams and provide a plan to rectify the service issues and concerns you have raised. I will provide this plan in the next 24 hours, however please be assured we are working with our service partners to resolve the issues you are experiencing. The response and service failings you have experienced are not we consider appropriate, and we are embarrassed by the failings you have experienced. Please allow me to escalate your email and confirm an action plan back to you as soon as possible.'	Y
12/04/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Harassment Complaint: Person called to advise that there is a security guard. When breakfast came, he smiled at her. That was fine, when lunch came, the security guard asked her to turn around. He went to pull something out of his pocket, but said, no it's fine. Last night when dinner arrived, he was still there and started a conversation with her asking how many days she had left. Person advised she had 5 days left and he said "Oh thats not good, only 5. I wanted to ask you out". Person complained to the hotel and they had him moved. There is security footage of him approaching her room and knocking on the door. Person took notes of the time of day that this occurred.	Response from Greg Watson (General Manager, Regional Operations) 'I haven't heard of this complaint however I will follow up with the team as it is obviously unacceptable. If we can't ID the person I will come back for more details.'	Y
14/04/2020	Wilson	Crowne Plaza	Complaint against guards	Harassment Complaint: 'I have a guest at Crowne Plaza [redacted] that has received an inappropriate note under her door from a security guard. The note said something like "Hey hun, add me on snapchat" - she looked up his name and looked up on Facebook and it's a security guard and wants to complain. [redacted] is his name - He took her outside a few days ago for outside time with 2 other guests and 2 other security guards.'	Response from Greg Watson (General Manager, Regional Operations) 'The guard concerned was on day shift and will not return. This has been implemented.'	Y
17/04/2020	Unified Security	Novotel on Collins	Injury	Report from Nigel Coppick (State Manager): Incident with guests where she injured herself and Ambulance and Police were called. •At approx. 1800 - 1830hrs, Security [redacted] DHHS Team Leader [redacted] and Authorised Officer [redacted] were called to a room on level 8 where a [redacted] was threatening self harm because [redacted] was craving a cigarette. [redacted] apparently starting throwing stuff around the room and appeared to break things •DHHS and the Authorised Officer were in communication with their superiors and tried to reach an outcome that was beneficial for all. A number of scenarios were suggested, such as the guest having a cigarette on Level 7 balcony or being taken to street level for a cigarette or being taken to the loading dock for a cigarette. After reviewing the locations, it was decided that the loading dock was the best place out of the public view. The guest would wear PPE and not be able to carry [redacted] mobile phone •Had discussions between Security, DHHS Team Leader, AO and the nurses. It was decided we would take the guest to the loading dock with 3 x security escorts [redacted] Personal Information DHHS and the AO. Nurses were extremely busy and could not attend. •The nurse contacted the guest via phone. Told [redacted] what was happening and told [redacted] to leave [redacted] mobile phone in the room and that [redacted] will be required to put on mask and gloves prior to leaving the room •At approx. 1945hrs, I went to the loading dock to secure the area while [redacted] Personal Inform attended the room with DHHS and AO. The Loading Dock leads onto Dame Etna Place, then onto Little Collins Street. It's a shared loading dock with Australia On Collins •The guest appeared to be in reasonable spirits while moving to and whilst on the loading dock [redacted] was having [redacted] cigarette and the DHHS representative was talking to [redacted] •When [redacted] finished [redacted] cigarette at approx. 2000hrs, [redacted] appeared to lean on the railing and then appeared to be moving down to crouch down. It then appeared that [redacted] lost control of [redacted] and [redacted] fell between the bottom rail and off the loading dock. [redacted] landed on [redacted] shoulder then [redacted] head hit the ground on the left side. The fall was approximately 3 feet and the fall was onto concrete •We rushed in as we saw [redacted] falling but as you know, we were not allowed to touch [redacted] Standing back, we could see [redacted] was still breathing and [redacted] was laying on [redacted] front with [redacted] head to the side. •The AO contacted 000 for an Ambulance. DHHS and [redacted] went upstairs to quickly get the nurses. Myself and the Team Leader, [redacted] stayed in the loading dock with the AO. •I started talking to the [redacted] and asking basic questions. [redacted] was talking and [redacted] eyes were open but [redacted] wasn't moving. I could not touch [redacted] to put [redacted] on [redacted] side but I asked where [redacted] was hurting and [redacted] said [redacted] head hurt. I asked if [redacted] hurt anywhere else but [redacted] just mumbled. I asked if [redacted] can breath ok and [redacted] said yes. I then told [redacted] that if [redacted] can move to lean on [redacted] side that would be good for [redacted] did this slowly and then started to sit up. I asked [redacted] to lay back down on [redacted] side in case [redacted] lost [redacted] balance again. •Nurses arrived within minutes and [redacted] was sitting up by that stage. They took over, checked the basics and spoke to the 000 operator to make sure the Ambulance was on its way. They instructed [redacted] to go and retrieve a Defibrillator from upstairs as a precaution •I went to the end of Dame Etna Place to wait for the Ambulance as I was speaking with Mo, then Police arrived approx. 2030hrs •Ambulance was on site approx. 2040hrs with paramedics assessing the guest. They decided to take the [redacted] to hospital shortly after. •All people involved had a debrief with the nurse and she stated that we all acted as we should have in the sense of contacting nurses, emergency services, staying with the [redacted] to talk with [redacted] and keeping a safe distance •At approx. 2130hrs a Vic Gov. emergency coordinator attended site to speak with the AO and with DHHS •Later tonight, we found out off Police that the [redacted] actually suffered a broken jaw and will require surgery.	000 - Ambulance called and paramedics attended to guest. Guest transferred to hospital.	
20/04/2020	Unified Security	Crowne Plaza	Guest Issue	Report from Nigel Coppick (State Manager): Name: [redacted] Personal Info Room: [redacted] [redacted] was very upset and aggrieved. [redacted] would not adhere to direction from my team members on the floor. [redacted] pushed [redacted] way to the lower floor, where he was meet by my Operations Manager. It was established that [redacted] was quite upset that [redacted] could not purchase alcohol from the hotel as [redacted] only has an EFT card which the Crown Plaza Management would not at first accepted. [redacted] also added that [redacted] is very unhappy with the food being provided. There was no Authorised Officer (AO) at the hotel at the time of this situation. We have been able to get the Hotel to agree to take a \$200 transaction which will last the [redacted] for 2 weeks. Police where also called and have issued the [redacted] with a warning.'	Police called.	Y

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10/05/2020	Unified Security	Rydegas on Swanston	Complaint against guards	<p>Report of harassment received from hotel and nursing staff on 11 May 2020:</p> <p>The following were the issues that were raised:</p> <ul style="list-style-type: none"> - Harassment towards staff, repeated comments such as "eat you're skinny" - Intimidating body language and "leering" comments towards nurses - Speaking to female hotel staff in ways that are overly friendly and "hitting on" them. [Redacted] one of the supervisors has been involved in this - Inappropriate comments towards female staff that are suggestive or 'go too far', including from a supervisor, the attitude is of disrespect towards females - Feeling like it is a 'dictatorship', the general attitude from security is 'condescending' and staff are feeling 'intimidated'. Security have said to hotel staff that 'nurses need to know their place' - Security guards raising concerns repeatedly about 'procedures and policy' and requesting nursing staff get in the lift with Covid positive guests when this has not been agreed procedures. Many of these issues have occurred during transfer of guests highlighting importance of transferring guests during DHHS hours. - Security have accessed the commercial kitchen repeatedly despite being asked not to by hotel. The hotel staff member has taken numerous steps to stop this i.e asking them not to, emailing manager, putting up signs, blocking the door with a table with each of these steps being disregarded and security continuing to access the kitchen. This puts hotel at risk for food safety regulations and is concerning as basic instructions are not being followed - [Redacted] guard last night was involved in the above point towards a nurse last night. - They are very argumentative and have told multiple nursing staff about PPE procedures - Inappropriate use of resources including: <ul style="list-style-type: none"> • They have been requested multiple times by hotel not to use the commercial kitchen and have kept entering the kitchen regardless and have 'helped themselves' to food/plates etc • PPE is 'walking away' i.e. PPE packs that were distributed in advance that were packed for security with sufficient supply for 24 hours. Staff then approached nurses requesting more saying none had been packed and received more (different nursing staff on shift). We can start looking at a log of these. <p>We asked if there were any staff that seemed to be respectful and working well at hotel as it is not every staff member involved in this.</p> <ul style="list-style-type: none"> • Grey haired man who speaks Arabic who is on this evening for night shift • [Redacted] who always wears a high vis vest • One that is from [Redacted] 	<p>Company stood down entire security crew on evening of receipt of complaint and conducted an investigation into the complaints. Three senior staff had their employment terminated, and all remaining staff were shifted to alternative sites. Further actions undertaken:</p> <p>A full replacement team including Management leads has been embedded at this location moving forward effective 1800hrs on the 11th of May 2020.</p> <ul style="list-style-type: none"> • Mo Nagi Operational lead Manager Unified Security will attend daily. • Nigel Coppick State Manager Unified Security to become escalation contact for any and all operational concerns. • All personnel working across the COVID19 operational space to complete Toolbox talk on Bullying and Harassment with a close out date of Wednesday the 20th of May 2020 • Nigel Coppick to be added to all broadcasting of communication from DJPR, to ensure continuity. • Redeployment of field staff working at Rydegas to other locations • Whistleblower email address has been created for internal staff to communicate concerns confidentiality – email [Redacted] • Personal Info unifiedsecurity.com.au internal broadcast has been communicated to all field staff. 	Y
14/06/2020	MSS Security	Stamford Plaza	Safety Issue	<p>Public health concern raised by DHHS:</p> <p>I entered the hotel today to find the 70 security for Stamford standing shoulder to shoulder in a room 6x6 metres.ml spoke to the head security [Redacted] remind him about social distancing and rules of groups gathering. He advised me his meeting was more important than the rule. I advised him he can not gather in those numbers and not social distance. I suggested he break his team meeting into smaller numbers and use a larger area such as downstairs so that security can stand apart from one another.</p> <p>Nurses have raised concerns that they have tried to address the PPE breaches with security previously and have not succeeded. The security have been observed to wear full PPE to the toilet, gloves in the bathroom, not wash hands after toileting (women and men), wearing gloves all day, touching their clothes, phones, faces etc. Yesterday I have them the PPE procedure and a video showing them how cross contamination occurs and how easy it happens. I have seen a decrease in glove use however the gathering this morning is a huge concern. Nurses also advised that as the 70 were leaving the hotel they were hugging each other etc.</p> <p>There are positives from this flight that remain in the hotel (one child tested positive and family of 5 negative) however it is unlikely the child is the only positive guest given he was unlikely to not touch anything on the flight.</p>	<p>Formal meeting held with MSS Security to discuss issues and rectify.</p> <p>Some counter-concerns raised:</p> <p>On Friday 19/6 we had a positive guest that was moved from room [Redacted] out of the building and taken via patient transport. Now from our perspective this definitely something that Security should have been across for obvious reasons, and we're not. We had movement in the foyer, in and around lifts and our floor guards we're unaware, essentially all unprotected.</p> <p>On Saturday, 20/6 at 1830 hrs M/H Nurse [Redacted] decided to take a M/H guest [Redacted] out for a cigarette. AO or security were not present nor AO or security informed. As we all know this is not the correct protocol. As it turned out the guest was left on [Redacted] down down in the Foyer walking around whilst the [Redacted] went on a search for a room key to take [Redacted] back to [Redacted] room. This caused a panic throughout the building.</p> <p>I don't think I need to go into detail or number the reasons why these situations are unacceptable but can only hope after our meeting moving forward, that communication will be implemented and identified as an important part of this operation here at STAMFORD PLAZA.</p>	Y
25/06/2020	MSS Security	Sheraton Four Points	Guest Issue	<p>Guest leaving room and taking lift down to lobby without authorisation.</p>	<p>Report from Anthony Bandiera, MSS Security:</p> <p>Up until Monday 22nd of June, we have had two guards positioned per floor at the Sheraton Four points. One has been stationed at the lifts and the other has been positioned at the emergency exit door. As part of the review of security overlay, we were instructed to reduce the number of floor guards to 1. The single guard now needs to rove around the level, listening out for any room doors that open and reacting accordingly. On this occasion the guard had finished his patrol and returned to his base position, he sat down and then was on the phone. The guard did not hear the room door of the guest open and because a hotel staff member had previously been walking around that floor, he assumed it was the staff member again. The guest was wearing his mask as was the staff member so he didn't identify him until he noticed the person wasn't wearing shoes. At this point the lift door had closed. The guard then immediately radioed down to the foyer guards and the guest was intercepted coming out of the lift. The guest was then quickly escorted back to his room where he explained he didn't know the process and wasn't sure what he needed to do to go for a cigarette break.</p> <p>The guard was stood down, pending an investigation and removed from all future hotel shifts. Please see incident report from the guard attached.</p> <p>We have re-iterated to all guards not to use their mobile phone whilst on shift and to be alert and vigilant, especially now with the reduced numbers. We will also look at the possibility of using the hotel cctv system to help monitor the guards whilst on shift to ensure they are not distracted by their phones.</p>	Y

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Resolution	Hotel Contact	Security Contact	SIMS Event Number	Investigation Basic ICAM Internal
Police notified and dealt with relevant guest.		Nigel Coppick Victorian State Manager Victoria Office Nigel@unifiedsecurity.com.au		
See Company Response.	Personal Information Assistant Front Office Manager Personal Information Personal Info@panpacific.com	Greg Watson General Manager Regional Operations Personal Information Personal Info@wilsonsecurity.com.au		
Guards stood down.		Shaun Hogan National Manager Corporate Risk Personal Information Personal Info@wilsonsecurity.com.au		
Wilson Action Plan involved: - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. - Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.		Shaun Hogan National Manager Corporate Risk Personal Information Personal Info@wilsonsecurity.com.au		
Wilson Action Plan involved: - Increased Wilson Security Management presence at the hotel - 30% removal of officers from 2 service partners - Staff performance issues addressed quickly to ensure service level(s) are maintained. - Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel - Checking and confirmation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. - Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.		Greg Watson General Manager Regional Operations Personal Information Personal Info@wilsonsecurity.com.au		
Guard stood down.		Greg Watson General Manager Regional Operations Personal Information Personal Info@wilsonsecurity.com.au	8370	external to security company
Loading dock is for authorised access only and was not deemed by the hotel as an acceptable site for cigarette/rest breaks for any personnel or detained guests. DJPR safety alert issued informing the team that hotel unauthorised areas are not to be accessed. exception to this are at the discretion of the hotel and require authorisation and potentially a hotel staff escort		Nigel Coppick Victorian State Manager Victoria Office Nigel@unifiedsecurity.com.au	8371	Worksafe Notification # Internal investigation material gathered for information leading up to the decision to take IP Guest to the leading dock area. IP, DHHS and Security accessed area of the hotel to which there was no authorised entry. Immediately post event notification not given to the hotel or DJPR site lead Complex case management as IP was threatening self harm, DHHS AO onsite. DJPR Safety alert issued
Police called. Hotel processed \$200 for guest to purchase alcohol		Nigel Coppick Victorian State Manager Victoria Office Nigel@unifiedsecurity.com.au		

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<p>DJPR investigation findings:</p> <ul style="list-style-type: none"> The [redacted] made a nuisance of themselves on check in. Once their keys were issued and they were in their room, they returned back down to the check in and dnata area and yelled at staff. They argued about not wanting to quarantine at the hotel and struggled to accept that they could not order KFC and other food comforts. I was about to call for Vic Pol to support the situation and help de-escalate but the security team managed to get them to calm down and return to their rooms upstairs. The family returned from [redacted] and were in isolation according to local laws. The [redacted] claims they have been in "quarantine for 42 days". I explained that there was a difference between isolation and quarantine - but didn't appreciate the difference and asked if they could all quarantine at home. At that point I told [redacted] could apply for an exemption, with no guarantee to actually get it approved. [redacted] parents are smokers and have some health issues. I confirmed with [redacted] that the nurses are aware of their health needs. [redacted] also explained that [redacted] parents are experiencing high anxiety. [redacted] said [redacted] was happy with the current food arrangements (I believe they have had AO approval for deliveries from their daughter so we will allow the daughter to keep preparing their food. I said that I would look into the possibility of getting [redacted] parents out for an exercise break We are trying to implement the exercise plan at this hotel but there are significant limitations here, e.g.: <ul style="list-style-type: none"> oThe pathways to external walking areas are shared with other tenants and we need separate approvals for this oOn the 7th floor, there is an atrium, the walking spaces is quite narrow because it's actually a balcony, it's not very long and it can get quite warm because it is all enclosed. It's also in full view by the inwards facing rooms. So when people see others being walked there, we get more complaints. oThe team are currently assessing other options and we hope to have our exercise implementation plan resolved soon <p>Update provided 22/4:</p> <ul style="list-style-type: none"> Mid afternoon, a team of nurses and security knocked on the guest's door to offer them a walk. [redacted] yelled at the team and slammed the door in their face. Our team knocked on the door again, asked them if they don't want to walk now, perhaps they would like to take a walk later, and the guest yelled again and slammed the door again. I believe that they continued to yell once the door was closed and threatened to take the matter higher. At 3:30pm, I tried calling both rooms [redacted] and [redacted] twice, and no one answered my calls. I asked the team to leave the matter alone for now, especially given the aggressive treatment by the guests. It's worth noting that they were taken for a walk on 18th April. 				
<p>AO notified</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [redacted]@unifiedsecurity.com.au Personal Info</p>		
<p>DHHS Working with impacted guests.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [redacted]@unifiedsecurity.com.au Personal Inform</p>		
<p>Contract Manager contacted DJPR ground staff to investigate claims. DJPR ground staff have not witnessed any actions that would verify the complaints. Formal company response and DJPR ground team perspective used to close matter.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [redacted]@unifiedsecurity.com.au Personal Informatio</p>		
<p>DJPR emailed DHHS on 30/04/2020 to request details of arrangements in place for the transfer of COVID-19 positive guests to Rydges.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [redacted]@unifiedsecurity.com.au Personal Info</p>		
<p>Company issued formal memo to all staff requiring that PPE be disposed of correctly.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [redacted]@unifiedsecurity.com.au Personal In</p>		
<p>Awaiting result of test. Email notification 09/05/2020 gueards test results were negative for C19 Allie Jarvis</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [redacted]@unifiedsecurity.com.au Personal Info</p>	8498	Not required
<p>DJPR to discuss with DHHS EOC.</p> <p>E meeting took place Monday 11 May 2020 DJPR - R May, [redacted] A Jarvis; DHHS Pam Williams to discuss the event. DJPR safety expressed concerns for the IP Guest, and for the safety and security of all staff onsite. And Individual (personalised) management plan will be developed and documented for this guest by the CART team and DHHS and shared with site staff to ensure guest and staff safety. emails regarding the outcomes of this event are held. A Jarvis 16/05/2020</p>		<p>Nigel Coppick Victorian State Manager Victoria Office [redacted]@unifiedsecurity.com.au Personal Info</p>		

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<p>Response deemed acceptable.</p>		<p>Nigel Coppick Victorian State Manager Victoria Office Nigel.Coppick@unifiedsecurity.com.au Personal Info</p>		<p>DJPR Investigation Ongoing conducted by [REDACTED] Security Company bullying & harassment policy supplied</p>
<p>DHHS delivering safety training program with all security staff.</p>		<p>Anthony Bandiera Business Manager Client Services</p>		
<p>Guard stood down.</p>		<p>Anthony Bandiera Business Manager Client Services</p>		

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From: Jamie Adams
Sent: Thu, 23 Apr 2020 14:16:45 +1000
To: PPO (DJPR)
Cc: Anthony Bandiera
Subject: RE: Purchase Order Contract

Thanks PPO much appreciated.

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information

Personal Information @msssecurity.com.au

W www.msssecurity.com.au



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Coronavirus (COVID-19)

KEEPING YOUR DISTANCE.

Help stop the spread of coronavirus by keeping your distance. Remember, don't shake hands or exchange physical greetings. Wherever possible stay 1.5 metres apart and practise good hand hygiene, especially after being in public places.

TOGETHER WE CAN HELP STOP THE SPREAD AND STAY HEALTHY.

Advice regarding **Coronavirus (COVID-19)** will change regularly. Keep up to date. Visit [health.gov.au](https://www.health.gov.au)

HELP STOP THE SPREAD AND STAY HEALTHY

1.5M

Australian Government

Protect yourself and others from getting sick

Wash your hands

- after coughing or sneezing
- when caring for the sick
- before, during and after you prepare food
- before eating
- after toilet use
- when hands are visibly dirty
- after handling animals or animal waste

World Health Organization

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From: PPO (DJPR) Personal Information
Sent: Thursday, 23 April 2020 1:51 PM
To: Jamie Adams Personal Information <@msssecurity.com.au>
Cc: Anthony Bandiera Personal Information <@msssecurity.com.au>
Subject: RE: Purchase Order Contract

Personal Information – Please find attached an executed copy of your Purchase Order Contract.

Can I please ask that a daily Scope of Services/staff roster be sent with invoices. A template for this is provided in the POC, but I am happy to take a look at alternative presentations of this that you have.

Thanks for all of your work to date!

Personal Information

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

djpr.vic.gov.au
jobs.vic.gov.au



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From: Jamie Adams <Personal Information @msssecurity.com.au>
Sent: Friday, 17 April 2020 6:00 PM
To: PPO (DJPR) Personal Information <@msssecurity.com.au>
Cc: Anthony Bandiera Personal Information <@msssecurity.com.au>
Subject: RE: Purchase Order Contract

Hi Personal Information

By a miracle we have been able to execute this contract in double-quick time. It is now attached for your reference.

If you require a hard copy [lease let me know and advise the address you'd like it sent to.

If this is suitable then would appreciate you sending a final copy of the executed agreement when available.

Thanks and regards,

Jamie Adams
 General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

Personal Information



EOC

EMPLOYER OF CHOICE WINNER 2019

KEEPING YOUR DISTANCE.

Coronavirus (COVID-19)

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HELP STOP THE SPREAD AND STAY HEALTHY

1.5M

Australian Government

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From: PPO [REDACTED] (DJPR) [Personal Information] [REDACTED] [mailto:ecodev.vic.gov.au]
Sent: Thursday, 16 April 2020 11:39 AM
To: Jamie Adams [Personal Information] [REDACTED] [mailto:@msssecurity.com.au]>
Cc: Anthony Bandiera <[Personal Information] [REDACTED] [mailto:@msssecurity.com.au]>
Subject: RE: Purchase Order Contract

Hi [Personal Information] [REDACTED] – The Department is comfortable with your proposed amendments. An updated draft of the POC is attached for your signature.

Thanks,

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information] [REDACTED]

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From: Jamie Adams Personal Information msssecurity.com.au>
Sent: Wednesday, 15 April 2020 2:40 PM
To: PPO (DJPR) Personal Information ecodev.vic.gov.au>
Cc: Anthony Bandiera Personal Information msssecurity.com.au>
Subject: RE: Purchase Order Contract

Hi Personal Information

Many thanks for forwarding the draft purchase order contract (POC) which we have now had the chance to review.

MSS Security would be pleased to proceed on the terms of this POC subject to some adjustments to the second special condition in schedule 14 - the condition which seeks to amend clause 15.1 (a) (i).

As currently drafted (per the Special Condition), MSS Security could be held responsible in the event any person makes a claim against an Indemnified Party with respect to "personal injury, sickness and death (including but not limited to in relation to exposure to or infection from COVID-19)" **irrespective of the cause.** The only exception to our liability is where the injury is caused by the wrongful act or omission of the Indemnified party.

To put this into perspective, (unless the cause was the wrongful act or omission of an Indemnified Party) MSS Security could be held responsible if a quarantined person, employee of the Department, employee of the hotel or other third party makes a claim against an Indemnified Person - even if MSS Security had nothing to do with the injury. While MSS Security cannot agree to the clause as drafted, we will agree if the words "caused or contributed to by the acts or omissions of the Service Provider or its Personnel" are reinserted at the end of the provision.

If the Department's aim of the amended clause is to limit claims that may be made against the Indemnified Parties by our Personnel, we suggest the inclusion of a further subclause (xi) as follows:

(xi) personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from COVID-19) of the Personnel of the Service Provider.

Regards,

Jamie Adams
General Manager Victoria & Tasmania

Level 3, 650 Limer St Port Melbourne VIC 3207 Australia

Personal Information

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EOC

EMPLOYER OF CHOICE WINNER 2019

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HELP STOP THE SPREAD AND STAY HEALTHY

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Australian Government

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From: PPO [REDACTED] (DJPR) [Personal Information] [REDACTED] <[REDACTED]@ecodev.vic.gov.au>
Sent: Friday, 10 April 2020 2:57 PM
To: Jamie Adams [Personal Information] [REDACTED] <[REDACTED]@msssecurity.com.au>
Cc: Anthony Bandiera [Personal Information] [REDACTED] <[REDACTED]@msssecurity.com.au>
Subject: Purchase Order Contract
Importance: High

Jamie - Please find attached a draft Purchase Order Contract under your State Purchase Contract for your engagement on the delivery of security support at Victorian hotels used for the quarantine of international arrivals to Victoria.

Please review and get back to me with any queries.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[Personal Information] [REDACTED]

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From: [Personal Information] (DJPR)
Sent: Wed, 22 Apr 2020 08:36:16 +1000
To: PPO [Personal Information] (DJPR)
Subject: Updated register
Attachments: Security Incidents Register - Updated 22-04-20 8am.xlsx, Crowne Plaza - Unified Security Irrate Guest Two 21-4-20.pdf

Hi PPO [Personal Information]

Please find the updated register attached and also the pdf of the email from last night. I have stuck filters on as well to make it easier to sort. I wasn't working late it just didn't send at 6pm when I finished so I logged back on again after dinner to see if I could get it to send again. Also same goes with the time you sent your reply!! 😊

Many thanks

[Personal Information]

From: PPO [Personal Information] (DJPR) [Personal Information]@ecodev.vic.gov.au>
Sent: Wednesday, 22 April 2020 12:09 AM
To: [Personal Information]@ecodev.vic.gov.au>
Subject: Re:

Thanks [Personal Information] This has come through. Thank you so much. I can not tell you how much this improves my quality of life right now!

I hope that you didn't stay up to finish this and that this is just your flexible working arrangements in practice.

Now I order you to get some sleep (sorry, I'm picking up language from the security staff).

PPO [Personal Information]

Get [Outlook for iOS](#)

From: [Personal Information] (DJPR) [Personal Information]@ecodev.vic.gov.au>
Sent: Tuesday, April 21, 2020 7:53:41 PM
To: PPO [Personal Information] (DJPR) [Personal Information]@ecodev.vic.gov.au>
Subject:

Hi PPO [Personal Information]

Sorry for the delay but I had a version of this with the documents embedded (pdfs of each of the emails) but it won't send to you (am guessing that the attachment is too big), I have taken the embedded pdfs out and included them as separate files to either link or sit in the same folder.

Please let me know if you want any changes (eg new fields, expanded explanations, shorter notes)

Many thanks

[Personal Information]

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Personal Information

Project Officer | Employment | Jobs and Innovation, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information [@ecodev.vic.gov.au](https://www.ecodev.vic.gov.au)

I work Tuesdays, Wednesday mornings and Thursdays

[djpr.vic.gov.au](https://www.djpr.vic.gov.au)



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Department of Jobs, Precincts and Regions
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Date	Company	Hotel	Incident Type	Incident Details	Company's response	Resolved Y/N	Resolution	Documentation	Hotel Contact	Security Contact
4/7/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Male toilets misused (tissues, and hand gloves flushed and thrown on the floor, couple of toilets were clogged and had to be fixed) PPE not worn at all times One of the guards was rude to the F&B Manager including helping himself to the espresso machine which they were not entitled to	We will certainly deal with our staff and make sure this information is communicated. We appreciate the facilities being made available to staff and we will follow up to ensure that they are cared for. Also rudeness or poor customer service will not be tolerated and if the hotel advises our supervisor immediately we can take prompt action. PPE has been provided and staff have been requested to wear when in proximity to guests however masks were made optional after guests were processed into the hotel as our chief Medical Advisor had advised they may not be very effective unless the wearer has the virus. I certainly appreciate the perception is that masks look like more precautions are being taken. If the instruction is to wear masks all the time we can enforce that if that is the direction. This raises the question I raised yesterday in relation to guests being allowed to move around the hotel and be escorted on "fresh air" breaks. We are complying with the lawful direction of the AO however there is a difference of opinion amongst DHHS staff which see some allow fresh air breaks and others not. We would appreciate a clear direction on this to avoid conflict at site level.		Instructions given to security staff		Personal Information Assistant Front Office Manager Personal Information Personal Information@panpacific.com	Greg Watson General Manager Regional Operations Personal Information Personal Information@wilsonsecurity.com.au
4/10/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	A nurse was providing medication to a detainee (room [redacted] and an altercation occurred and the detainee became aggressive to the Nurse. She was put in a vulnerable situation and had to leave the room. The two guards on the floor did not stand up and protect or provide the Nurse with any security.	Guards in question have been stood down.	Y	Guard stood down			Personal Information National Manager Corporate Risk Personal Information Personal Information@wilsonsecurity.com.au
4/10/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	An incident in room [redacted] where a detainee attempted to smash the window removed [redacted] from the room and barricaded [redacted]. Person was present to assist and it appeared that the guards on duty vacated the area (again similar to the nurse situation) and left Person on his own to manage this situation so no support for Person whatsoever with his own staff. Currently police are presented dealing with the situation and the fire brigade has been called to break the down as the police do not have the equipment to do.	We are working on greater support and guidance for the security team at the Pan Pacific hotel. In the short term we have a management overlay (at no charge to Victorian Government) to support this operation, with Personal Information and Person being present daily over the coming days. I will formulate a plan to address the security staff performance with the state and national teams and provide a plan to rectify the service issues and concerns you have raised. I will provide this plan in the next 24 hours, however please be assured we are working with our service partners to resolve the issues you are experiencing. The response and service failings you have experienced are not we consider appropriate, and we are embarrassed by the failings you have experienced. Please allow me to escalate your email and confirm an action plan back to you as soon as possible.	Y	Increased Wilson Security Management presence at the hotel 30% removal of officers from 2 service partners Staff performance issues addressed quickly to ensure service level(s) are maintained. Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel Checking and conformation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.	Pan Pacific - Wilson - Response to previous	Personal Information National Manager Corporate Risk Personal Information Personal Information@wilsonsecurity.com.au	
4/12/2020	Wilson	Pan Pacific Melbourne	Complaint against guards	Harassment Complaint: Person called to advise that there is a security guard. When breakfast came, he smiled at her. That was fine, when lunch came, the security guard asked her to turn around. He went to pull something out of his pocket, but said, no it's fine. Last night when dinner arrived, he was still there and started a conversation with her asking how many days she had left. Person advised she had 5 days left and he said "Oh thats not good, only 5. I wanted to ask you out". Person complained to the hotel and they had him moved. There is security footage of him approaching her room and knocking on the door. Person took notes of the time of day that this occurred.	I haven't heard of this complaint however I will follow up with the team as it is obviously unacceptable. If we can't ID the person I will come back for more details.	Y	Increased Wilson Security Management presence at the hotel 30% removal of officers from 2 service partners Staff performance issues addressed quickly to ensure service level(s) are maintained. Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel Checking and conformation on security officer post instructions and expectations, this is occurring every shift, for each specific security post. Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.		Personal Information General Manager Regional Operations Personal Information Personal Information@wilsonsecurity.com.au	
4/14/2020	Wilson	Crowne Plaza	Complaint against guards	I have guest at Crowne Plaza [redacted] that has received an inappropriate note under her door from a security guard. The note said something like "Hey hun, add me on snapchat" - she looked up his name and looked up on Facebook and it's a security guard and wants to complain. Personal Information is his name - He took her outside a few days ago for outside time with 2 other guests... 2 other security guards.	The guard concerned was on day shift and will not return. This has been implemented.	Y	Guard stood down		Personal Information General Manager Regional Operations Personal Information Personal Information@wilsonsecurity.com.au	
4/2/2020	Unified Security	Crown Metropol	Contraband intercept	A note to advise that security officers from Unified Security intercepted a delivery of what they suspect is marijuana as well as a homemade device for smoking marijuana at Crown Metropol. The items were delivered to a traveller under isolation inside a computer sent to the hotel via taxi. Unified Security has confiscated the items and have notified police. I have been provided with pictures by Unified Security.		Y	Police notified			
4/17/2020	Unified Security	Novotel on Collins	Injury	Incident with guests where [redacted] injured [redacted] and Ambulance and Police were called. •At approx. 1800 - 1830hrs, Security Personal Information, DHHS Team Leader Person and Authorised Officer Personal Information were called to a room on Level [redacted] where a [redacted] was threatening self harm because [redacted] was craving a cigarette. [redacted] apparently starting throwing stuff around the room and appeared to break things •DHHS and the Authorised Officer were in communication with their superiors and tried to reach an outcome that was beneficial for all. A number of scenarios were suggested, such as the guest having a cigarette on Level 7 balcony or being taken to street level for a cigarette or being taken to the loading dock for a cigarette. After reviewing the locations, it was decided that the loading dock was the best place out of the public view. The guest would wear PPE and not be able to carry [redacted] mobile phone •Had discussions between Security, DHHS Team Leader, AO and the nurses. It was decided we would take the guest to the loading dock with 3 x security escorts Personal Information DHHS and the AO. Nurses were extremely busy and could not attend. •The nurse contacted the guest via phone. Told [redacted] what was happening and told [redacted] to leave [redacted] mobile phone in the room and that [redacted] will be required to put on mask and gloves prior to leaving the room •At approx. 1945hrs, I went to the loading dock to secure the area while Personal Information attended the room with DHHS and AO. The Loading Dock leads onto Dame Etna Place, then onto Little Collins Street. It's a shared loading dock with Australia On Collins •The guest appeared to be in reasonable spirits while moving to and whilst on the loading dock. [redacted] was having [redacted] cigarette and the DHHS representative was talking to [redacted] •When [redacted] finished [redacted] cigarette at approx. 2000hrs, [redacted] appeared to lean on the railing and then appeared to be moving down to crouch down. It then appeared that [redacted] lost control of [redacted] and [redacted] fell between the bottom rail and off the loading dock. [redacted] landed on [redacted] shoulder then [redacted] head hit the ground on the left side. The fall was approximately 3 feet and the fall was onto concrete			Please note the notification has been made to work safe, as the detained traveller has a broken jaw and required surgery (information from the original email.) The inspector has been in touch and I have supplied the information as requested. He will be in touch with the Novotel and the security company directly. Work safe form attached		Personal Information Victorian State Manager Victoria Office Personal Information@unifiedsecurity.com.au Personal Information	

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REDACTED (DJPR)
 Yau, Jason
 27/08/2020

From: REDACTED (DJPR)
 McRae, Georgia
 01/09/2020
Sent: Tuesday, 21 April 2020 11:40 AM
To: REDACTED (DJPR)
 Lee, Hanna
 01/09/2020
Subject: FW: Pan Pacific Security

Details on response to earlier complaints below (apologies for sending these through randomly).

REDACTED
 McRae, Georgia
 01/09/2020
 Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

REDACTED
 Lee, Hanna
 01/09/2020
 @ecodev.vic.gov.au

djpr.vic.gov.au
jobs.vic.gov.au



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From: REDACTED (DJPR) @global.vic.gov.au
 Yau, Jason
 27/08/2020
Sent: Tuesday, 14 April 2020 1:55 PM
To: Shaun Hogan <@wilsonsecurity.com.au>
 Cooper, Carrilyn
 21/08/2020
Cc: REDACTED @wilsonsecurity.com.au; Greg Watson
 Lee, Hanna
 01/09/2020
 @wilsonsecurity.com.au; REDACTED @wilsonsecurity.com.au; Gonul Serbest (DJPR)
 Lee, Hanna @global.vic.gov.au; REDACTED (DJPR) @ecodev.vic.gov.au; REDACTED
 Lee, Hanna @wilsonsecurity.com.au
Subject: RE: Pan Pacific Security

Dear Shaun

Many thanks for your email.

I can see there has been an improvement with the guards provided and having Wilson senior staff on site makes a difference.

As mentioned the having the calibre of REDACTED on site has given me the confidence on what is needed for this hotel with the incidences we have experience have been very challenging.

I have not seen REDACTED back on shift yet? With the checkouts taking place on Friday and Saturday I need to have a good team able to deliver the logistics of the checkout process and dealing with the detainees.

Thanks again and speak soon.

Kind regards

REDACTED
 Yau, Jason
 27/08/2020
Senior Project Manager – Trade | Global Victoria

Level 33, 121 Exhibition Street, Melbourne, Victoria Australia 3000

REDACTED
Lee, Hanna
01/09/2020 @global.vic.gov.au

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🇦🇺 We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

From: Shaun Hogan <REDACTED Cooper, Camryn 01/09/2020 @wilsonsecurity.com.au>
 Sent: Saturday, 11 April 2020 2:29 PM
 To: REDACTED (DJPR) (REDACTED Lee, Hanna 01/09/2020 @global.vic.gov.au)
 Cc: REDACTED (REDACTED Lee, Hanna 01/09/2020 @wilsonsecurity.com.au); REDACTED (REDACTED Lee, Hanna 01/09/2020 @wilsonsecurity.com.au); REDACTED (REDACTED Lee, Hanna 01/09/2020 @icloud.com); REDACTED (REDACTED Lee, Hanna 01/09/2020 @wilsonsecurity.com.au); Gonul Serbest (DJPR) (REDACTED Lee, Hanna 01/09/2020 @global.vic.gov.au); REDACTED (REDACTED Lee, Hanna 01/09/2020 @ecodev.vic.gov.au); REDACTED (REDACTED Lee, Hanna 01/09/2020 @wilsonsecurity.com.au) (DJPR)
 Subject: RE: Pan Pacific Security

Hi REDACTED (REDACTED You, Jason 27/08/2020)

As discussed I would like to provide the below action summary & plan to you in regards to your security services the Pan Pacific Hotel.

Actions Taken:

- Removal of a Supervisor due to visible health concerns
- Removal of 2 security officer who failed to provide a response to a medical support staff member
- Increased Wilson Security Management presence at the hotel, including myself, REDACTED (REDACTED You, Jason 27/08/2020) and REDACTED (REDACTED You, Jason 27/08/2020)
- 30% removal of officers from 2 service partners as of 6.00 am this Saturday 11th April and the introduction of other security personnel. This will be monitored and staff performance issues addressed quickly to ensure service level(s) are maintained.
- Increased management presence of operations managers and company directors of our service partners at the Pan Pacific Hotel This operational support from our service partners is reporting through to our onsite Wilson Management team.

Actions Planned:

- Continual review internally and externally for the maintaining the service to Victorian government team and stakeholders at the Pan Pacific Hotel
- Continued management support from Wilson and our service partners, at no cost to the Victorian government.
- Checking and conformation on security officer post instructions and expectations, this is occurring every shift, for each specific security post.
- Staff who are not engaged, or meeting the service standards of this operation are being removed from the security team.

We will continue to drive security staff performance and compliance ongoing and should you have any concerns please do not hesitate to give me a call or reach out so we may any address any potential future issues hastily, and appropriately.

Many Thanks,

Shaun Hogan
National Manager Corporate Risk



Level 3, 6 English Street
Essendon Fields VIC 3041
Australia

REDACTED
Yau, Jason
27/08/2020
Personal Information
W www.wilsonsecurity.com.au



Click to connect with us.



From: Shaun Hogan

Sent: Friday, 10 April 2020 2:23 PM

To: REDACTED (DJPR); REDACTED Lee, Hanna 01/09/2020 <REDACTED@global.vic.gov.au>

Cc: REDACTED Lee, Hanna 01/09/2020 <REDACTED@wilsonsecurity.com.au>; Greg Watson

REDACTED Lee, Hanna 01/09/2020 <REDACTED@wilsonsecurity.com.au>; REDACTED Lee, Hanna 01/09/2020 <REDACTED@icloud.com>;

REDACTED Lee, Hanna 01/09/2020 <REDACTED@wilsonsecurity.com.au>; Gonul Serbest (DJPR); REDACTED Yau, Jason 27/08/2020 <REDACTED@ecodev.vic.gov.au>; REDACTED McRae, Georgia 01/09/2020 (DJPR)

Subject: Re: Pan Pacific Security

Hi REDACTED Yau, Jason 27/08/2020

Thanks for your email.

We are working on greater support and guidance for the security team at the Pan Pacific hotel. In the short term we have a management overlay (at no charge to Victorian Government) to support this operation, with REDACTED Yau, Jason 27/08/2020 and REDACTED Yau, Jason 27/08/2020 being present daily over the coming days.

I will formulate a plan to address the security staff performance with the state and national teams and provide a plan to rectify the service issues and concerns you have raised. I will provide this plan in the next 24 hours, however please be assured we are working with our service partners to resolve the issues you are experiencing.

The response and service failings you have experienced are not we consider appropriate, and we are embarrassed by the failings you have experienced.

Please allow me to escalate your email and confirm an action plan back to you as soon as possible.

Thanks.

On 10 Apr 2020, at 1:38 pm, REDACTED Yau, Jason 27/08/2020 (DJPR); REDACTED Lee, Hanna 01/09/2020 <REDACTED@global.vic.gov.au> wrote:

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Shaun

It has brought to my attention that we had an incident a few nights ago where a nurse was providing medication to a detainee (room REDACTED
Subject: Ed
16/09/2020) and an altercation occurred and the detainee became aggressive to the Nurse. She was put in a vulnerable situation and had to leave the room. The two guards on the floor did not stand up and protect or provide the Nurse with any security. This is simply not acceptable.

Nurses and staff need protection – hence why we have security.

I understand that the guards in question have been stood down. We cannot have guards continually being stood down on this site.

I have spoken to my colleagues at other Wilson sites (Plaza and Mercure) to understand why I have such issues with the quality of guards at Pan Pac. We seem to have a capability issues with the on ground guards here. It appears they are not trained and have experience like the guards at the other sites. Do these guards have a security background?

We have detainees that will eventually create issue with threats of walk outs and aggression. Last night I processed a couple with mental health issues and medication issues that are a risk and I am not confident the guards will be able to provide adequate security. We need guards and supervisors that are capable of dealing with the potential issues.

They need to be present and proactive. Guards are not only sitting down on duty - but slouching on the arm rest chair. Last night I asked for a guard to help me with excess detainees at the lift not only did the guard just stand there and not assist but he was leaning against the wall. He served no use whatsoever. While I don't expect them to assist with handling the luggage as I understand Wilson do not provide this service like the other security companies do - I would expect the guard be proactive and helpful.

We have a REDACTED
Subject: Ed
16/09/2020 in the hotel who are aggressive and threatening to leave DHHS are dealing with this situation. If they do open the door and threatened to leave will the guards be equipped to handle this situation? From what I observe of the calibre of guards provided at pan pac I have little faith that they able to handle this situation.

Finally we are in the process of allowing detainees to go outside for walks. I have put a hold on this for Pan Pac as I do not have the confidence the guards on duty are equipped to assist with this. The detainees are a flight risk and how will the guards manage this situation. The authorised officer is also concerned about this and now is escalating this issue to her directors as DHHS.

We urgently need to review the existing guard selection at Pan Pac. The presence and size of guards that would meet security requirements the is what is needed like the other sites Plaza, Mercure, Metropol and Promenade.

I await your advice on how to proceed and thank you in advance for addressing my concerns.

Kind regards

REDACTED
Yan, Sharon
27/09/2020

Senior Project Manager – Trade | Global Victoria

Level 33, 121 Exhibition Street, Melbourne, Victoria Australia 3000

REDACTED
Doc Ref: 61992600

global.vic.gov.au

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[global.vic.gov.au](#)

<image001.png>

<image002.png> <image003.png> <image004.png>

<image005.png> We acknowledge the traditional Aboriginal owners of country throughout Victoria, their ongoing connection to this land and we pay our respects to their culture and their Elders past, present and future.

Personal Information (DJPR)

From: PPO (DJPR)
Sent: Tuesday, 21 April 2020 11:46 AM
To: Personal Information (DJPR)
Subject: FW: Crown Plaza

Irate guest.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information @ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

From: Nigel Coppick Personal Information unifiedsecurity.com.au>
Sent: Monday, 20 April 2020 5:22 PM
To: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Subject: Crown Plaza

Hi PPO

I hope you are well? At approximately 1654Hrs, We have had an interaction with a in quarantined at Crown Plaza.

Details Below

Name: Personal Information

Room -

At the time Personal Information was very upset and aggregated, would not adhere to direction from my team members on the floor. Personal Information, pushed way to the lower floor, where was meet by my Operations Manager.

It was established that Personal Information was quite upset that could not purchase alcohol from the hotel has only has an EFT card which the Crown Plaza Management would not at first accepted. Personal Information also added that is very unhappy with the food, being provided.

I also thought it prudent to advise you, that there is no Authorised Officer (AO) at the hotel at the time of this situation.

We have been able to get the Hotel to agree to take a \$200 transaction which will last the for 2 weeks.

Police where also called and have issued the with a warning.

Can I ask what the process is when there is no AO on location?

Regards

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office

Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia

Personal Information [redacted]@unifiedsecurity.com.au

Personal Information [redacted]



SYDNEY | ACT | NEWCASTLE | MELBOURNE | BRISBANE | PERTH | ADELAIDE | HOBART

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Personal Information

(DJPR)

From: PPO (DJPR)
Sent: Tuesday, 21 April 2020 11:46 AM
To: Personal Information (DJPR)
Subject: FW: Concern for welfare - Novotel guest

This one is still live.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)djpr.vic.gov.aujobs.vic.gov.au

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

From: Sara Sahely (DJPR) Personal Information @global.vic.gov.au
Sent: Tuesday, 21 April 2020 8:07 AM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; Personal Information
 Personal Information @global.vic.gov.au
Cc: Personal Information @ecodev.vic.gov.au; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; Personal Information @ecodev.vic.gov.au; PPO (DJPR) @ecodev.vic.gov.au
Subject: Re: Concern for welfare - Novotel guest

Good morning,

This guest is staying at the Novotel on Collins. I will be there at 10am this morning and will speak to the general manager, security and DHHS about this case.

Best regards,

Sara

Sara Sahely
 Director, Global Engagement
 Global Victoria

Personal Information

From: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Sent: Monday, April 20, 2020 11:00:15 PM
To: Sara Sahely (DJPR) Personal Information @global.vic.gov.au; Personal Information @global.vic.gov.au
Cc: Personal Information @ecodev.vic.gov.au; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; Personal Information @ecodev.vic.gov.au; PPO (DJPR) @ecodev.vic.gov.au
Subject: Concern for welfare - Novotel guest

Hi Sara and Personal Information

Please see below a concern that has been raised by [REDACTED] of a couple who are in quarantine. The email chain does not specify which Novotel hotel the guests are staying.

Could you please check your guest manifests and determine which hotel these guests are staying, and ensure the concerns about food, dietary requirements and their treatment by security staff are addressed?

Can you please let me know the outcome so that I can respond to MO.

Thank you,
Rachaele

Rachaele May

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

Personal Information [REDACTED]

Personal Information [REDACTED]

[\[REDACTED\]@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au)

djpr.vic.gov.au

Please note I work from home on FRIDAY

From: Personal Information [REDACTED] [\[REDACTED\]@minstaff.vic.gov.au](mailto:[REDACTED]@minstaff.vic.gov.au)
Sent: Monday, 20 April 2020 8:11 PM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>
Cc: Personal Information [REDACTED] [\[REDACTED\]@minstaff.vic.gov.au](mailto:[REDACTED]@minstaff.vic.gov.au)
Subject: FW: Constituent Quarentine Concern

Hi Team,

Please see below email from a passengers [REDACTED] concerned about [REDACTED] parents wellbeing while in quarantine at Novotel. The fathers name is Personal Information [REDACTED] and his number is Personal Information [REDACTED]

It is related to treatment from security at the hotel and dietary requirements which they have advised are no longer being adequately met.

Could the department please investigate and work to resolve the issues raised and advise us of the outcome?

Thank you!

Personal Inform [REDACTED]

Personal Information [REDACTED]

Adviser – Innovation



Office of The Hon Martin Pakula MP

Minister for Jobs, Innovation & Trade
 Minister for Tourism, Sport and Major Events
 Minister for Racing
 Level 36, 121 Exhibition Street, Melbourne VIC 3000

Personal Information [REDACTED]

Personal Information [REDACTED] [\[REDACTED\]@minstaff.vic.gov.au](mailto:[REDACTED]@minstaff.vic.gov.au)

From: Personal Information [REDACTED] [\[REDACTED\]@aph.gov.au](mailto:[REDACTED]@aph.gov.au)
Sent: Monday, 20 April 2020 4:43 PM
To: Personal Information [REDACTED] [\[REDACTED\]@minstaff.vic.gov.au](mailto:[REDACTED]@minstaff.vic.gov.au)
Subject: RE: Constituent Quarentine Concern

Hey [Personal Information]

Thank you that would be great.

His name is [Personal Information] and his number is [Personal Information]
That's all the info I have, but let me know if you want me to give his [Personal Information] a call
and get any more info that you might need.

From: [Personal Information] <[Personal Information]@minstaff.vic.gov.au>
Sent: Monday, 20 April 2020 3:15 PM
To: [Personal Information]
Subject: RE: Constituent Quarentine Concern

Good afternoon [Personal Information]

Can you please send me through the details of the parents?

I can try to find out what is happening.

[Personal Information]



[Personal Information]

Adviser

Office of the Hon. Jenny Mikakos MP
Minister for Health
Minister for Ambulance Services
Level 22, 50 Lonsdale Street, Melbourne VIC 3000

[Personal Information]

<[Personal Information]@minstaff.vic.gov.au>

From: [Personal Information] <[Personal Information]@aph.gov.au>
Sent: Monday, 20 April 2020 2:30 PM
To: [Personal Information] <[Personal Information]@minstaff.vic.gov.au>
Subject: Constituent Quarentine Concern

Hi [Personal Information]

Hope you're well.

We have just received a phone call from a constituent of ours, who was concerned about [Personal Information] parent's wellbeing. They just returned from a holiday in [Personal Information] and are currently staying at the Hotel Novetal in the CBD. They have serious concerns about their parents health and wellbeing whilst staying there as they believe that they are being mistreated by the security guards and both have dietary needs that aren't being met. They were getting food delivered to their parents through a cab service however they are now being told that they can no longer use this service.

They seemed very distressed and concerned on the phone for their parent's wellbeing.

Is there anything we can do to help the situation?

Cheers,

[Personal Information]

Electorate Officer

Office of Peter Khalil MP
Federal Member for Wills

1/240 Sydney Road, Coburg VIC 3058

Personal Information

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Personal Information

(DJPR)

From: PPO (DJPR)
Sent: Tuesday, 21 April 2020 11:46 AM
To: Personal Information (DJPR)
Subject: FW: Concern for welfare - Novotel guest

This one is still live.

PPO
Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information
@ecodev.vic.gov.au

djpr.vic.gov.au
jobs.vic.gov.au



[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#) | [Twitter](#)

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Cc: Personal Information (DJPR) Personal Information @ecodev.vic.gov.au; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; Personal Information (DJPR) Personal Information @ecodev.vic.gov.au; PPO (DJPR) @ecodev.vic.gov.au
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Best regards,
Sara

Sara Sahely
Director, Global Engagement
Global Victoria
Personal Information

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To: Sara Sahely (DJPR) Personal Information @global.vic.gov.au; Personal Information @global.vic.gov.au
Cc: Personal Information @ecodev.vic.gov.au; DJPR COVID Accom-Support (DJPR) <DJPRcovidaccom-support@ecodev.vic.gov.au>; Personal Information @ecodev.vic.gov.au; PPO (DJPR) @ecodev.vic.gov.au
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Could you please check your guest manifests and determine which hotel these guests are staying, and ensure the concerns about food, dietary requirements and their treatment by security staff are addressed?

Can you please let me know the outcome so that I can respond to MO.

Thank you,
Rachaele

Rachaele May

A / Executive Director Emergency Coordination and Resilience

Department of Jobs, Precincts and Regions

402 Mair Street Ballarat, Victoria Australia 3350

Personal Information [REDACTED]

Personal Information [REDACTED] [@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au)

djpr.vic.gov.au

Please note I work from home on FRIDAY

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Subject: FW: Constituent Quarentine Concern

Hi Team,

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It is related to treatment from security at the hotel and dietary requirements which they have advised are no longer being adequately met.

Could the department please investigate and work to resolve the issues raised and advise us of the outcome?

Thank you!

Personal Information [REDACTED]

Adviser – Innovation



Office of The Hon Martin Pakula MP

Minister for Jobs, Innovation & Trade
 Minister for Tourism, Sport and Major Events
 Minister for Racing
 Level 36, 121 Exhibition Street, Melbourne VIC 3000

Personal Information [REDACTED]

Personal Information [REDACTED] [@minstaff.vic.gov.au](mailto:[REDACTED]@minstaff.vic.gov.au)

From: Personal Information [REDACTED] [@aph.gov.au](mailto:[REDACTED]@aph.gov.au)
Sent: Monday, 20 April 2020 4:43 PM
To: Personal Information [REDACTED] [@minstaff.vic.gov.au](mailto:[REDACTED]@minstaff.vic.gov.au)
Subject: RE: Constituent Quarentine Concern

Hey [Personal Information]

Thank you that would be great.

His name is [Personal Information] and his number is [Personal Information]
That's all the info I have, but let me know if you want me to give his daughter a call and get any more info that you might need.

From: [Personal Information] <[redacted]@minstaff.vic.gov.au>
Sent: Monday, 20 April 2020 3:15 PM
To: [Personal Information]
Subject: RE: Constituent Quarentine Concern

Good afternoon [Personal Information]

Can you please send me through the details of the parents?

I can try to find out what is happening.

[Personal Information]



[Personal Information]

Adviser

Office of the Hon. Jenny Mikakos MP
Minister for Health
Minister for Ambulance Services
Level 22, 50 Lonsdale Street, Melbourne VIC 3000

[Personal Information]

<[redacted]@minstaff.vic.gov.au>

From: [Personal Information] <[redacted]@aph.gov.au>
Sent: Monday, 20 April 2020 2:30 PM
To: [Personal Information] <[redacted]@minstaff.vic.gov.au>
Subject: Constituent Quarentine Concern

Hi [Personal Information],

Hope you're well.

We have just received a phone call from a constituent of ours, who was concerned about [redacted] parent's wellbeing. They just returned from a holiday in [redacted] and are currently staying at the Hotel Novetal in the CBD. They have serious concerns about their parents health and wellbeing whilst staying there as they believe that they are being mistreated by the security guards and both have dietary needs that aren't being met. They were getting food delivered to their parents through a cab service however they are now being told that they can no longer use this service.

They seemed very distressed and concerned on the phone for their parent's wellbeing.

Is there anything we can do to help the situation?

Cheers,

[Personal Information]

Electorate Officer

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Federal Member for Wills

1/240 Sydney Road, Coburg VIC 3058

Personal Information

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Personal Information

(DJPR)

From: PPO (DJPR)
Sent: Tuesday, 21 April 2020 8:38 PM
To: Personal Information (DJPR)
Subject: Fwd: Crown Plaza Room

They keep coming. Please yell out if this gets a bit much...

PPO

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From: PPO (DJPR) Personal Information@ecodev.vic.gov.au>
Sent: Tuesday, April 21, 2020 8:37 pm
To: Nigel Coppick
Subject: Re: Crown Plaza Room

Thanks Nigel. Have alerted our chief and leader at Crowne Plaza.

PPO

Get [Outlook for iOS](#)

From: Nigel Coppick Personal Info@unifiedsecurity.com.au>
Sent: Tuesday, April 21, 2020 8:24:19 PM
To: PPO (DJPR) Personal Information@ecodev.vic.gov.au>
Subject: Crown Plaza Room

Hi PPO

Appears to be a lot of noise coming out of Room, causing some concern with deliveries of Alcohol and not happy with food and children's food, as indicated we have confirmed with the team on the ground that and anyone else wants to order Uber eats we are happy to assist... it's the little 1% 👍 Still seems to be some confusion with departments in this Uber space

Apologies also on the delay on the below.

Crowne Plaza – Room 747 Incident Report

21/04/2020

At approximately 1345 mental health nurse Personal Info asked if a security guard can attend with her to room for a welfare check. Personal Info knocked on the door as the elderly opens the door and the son comes to the door to play with us. The then drags son inside and begins to become very aggravated and HIGHLY aggressive towards myself and the nurse. began to say that would call 60 minutes and the Police due to Personal Info from DHHS apparently telling "no more food will be provided for child and can piss off and order Uber eats. Personal Info attempted to calm down and the kept on going with outburst, claiming child has not eaten in 48 hours. The then ranted on about how is an Australian and should not be treated this way. After finishing rant, the was extremely rude to Personal Info and did not allow her to speak. slammed the door in our faces,

came back and yelled, "I'm calling 60 minutes and the police because the way [redacted] was treated was disgusting." [redacted] and I stood outside as we awaited further instructions on what to do and all we could hear was the [redacted] shouting very aggressively as [redacted] was attempting to calm [redacted] down by saying, 'stop screaming, it is not good for the child's development'. [redacted] and I got the instruction to knock on his door, as [redacted] from DHHS was trying to get a hold of [redacted] on it. The [redacted] did not answer the door, which then prompted us to go back to our office and wait for the authorised officer to arrive.

Team Leader

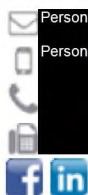
Personal Information [redacted]

Kind Regards,

Nigel Coppick
Victorian State Manager

Victoria Office
Unit 6/109 Whitehorse Road
Blackburn VIC 3130 Australia
[redacted]@unifiedsecurity.com.au

Personal Information [redacted]



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From: PPO [REDACTED] (DEDJTR)
Sent: Fri, 3 Apr 2020 09:57:27 +1100
To: Jamie Adams;Anthony Bandiera [REDACTED] Personal Information
Subject: RE: Hotels Work - Notes from our discussion

Hi Jamie – Our on the ground crew have provided the following list of responsibilities for your staff at designated hotels. I understand that you have limited supplies of PPE at the moment. They have suggested that you issue your staff with what PPE you have and we will work through the Department and Health and Human Services to supply additional PPE.

Please let me know if there will be any other issues in delivering on these requirements:

- Security teams will need to be responsible for the provision of their staff's personal protection equipment (PPE).
- No Security officer is to refuse wearing PPE.

On site, security are responsible for:

Before check in:

- In position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door.
- Receiving parcels and logging details.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Maintain security: Only allowing authorised persons to enter premise.

Escalation of issues:

- Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
- Dinner / food complaints to be communicated to the hotel.
- Any other onsite queries to be communicated to the DJPR Site Manager.

In any emergency – dial 000.

I will keep you posted on any further developments.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: PPO (DEDJTR)
Sent: Thursday, 2 April 2020 4:51 PM
To: Jamie Adams (Personal Information) @msssecurity.com.au; Anthony Bandiera (Personal Information) @msssecurity.com.au; (Personal Information) @msssecurity.com.au; (Personal Information) @msssecurity.com.au
Cc: Katrina Currie (DEDJTR) (Personal Information) @ecodev.vic.gov.au
Subject: RE: Hotels Work - Notes from our discussion

Excellent – Thank you Jamie and team.

I look forward to speaking with you tomorrow and will keep you posted on any developments as they come through.

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Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
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From: Jamie Adams (Personal Information) @msssecurity.com.au
Sent: Thursday, 2 April 2020 4:36 PM
To: PPO (DEDJTR) (Personal Information) @ecodev.vic.gov.au; Anthony Bandiera (Personal Information) @msssecurity.com.au; (Personal Information) @msssecurity.com.au
Cc: Katrina Currie (DEDJTR) (Personal Information) @ecodev.vic.gov.au
Subject: RE: Hotels Work - Notes from our discussion

Good afternoon PPO

I can confirm our acceptance of your offer and will be in a position to confirm numbers by COB tomorrow, however we are working through this process now.

We will work on sourcing PPE however as I indicated previously our stock is likely to be more than 3 weeks away at this stage.

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We will make contact again tomorrow to provide a further update and of course if any further information comes to light please don't hesitate to reach out myself or any of my team and we will respond accordingly.

Thanks,

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

t [Redacted]
f [Redacted]
m [Redacted]

e [@msssecurity.com.au](mailto:jamie.adams@msssecurity.com.au)

w www.msssecurity.com.au



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From: PPO [REDACTED] DEDJTR) [Personal Information] [REDACTED] [mailto:ecodev.vic.gov.au]
Sent: Thursday, 2 April 2020 3:44 PM
To: Jamie Adams [Personal Information] [mailto:msssecurity.com.au]; Anthony Bandiera [Personal Information] [mailto:msssecurity.com.au]; [Personal Information] [mailto:msssecurity.com.au]; [Personal Information] [mailto:msssecurity.com.au]
Cc: Katrina Currie (DEDJTR) [Personal Information] [mailto:ecodev.vic.gov.au]
Subject: RE: Hotels Work - Notes from our discussion

Jamie – I am writing in order to engage the services of MSS Security for the delivery of security services at hotels receiving incoming international travellers to serve out their compulsory isolation period.

We require that you be ready to commence delivery from either Sunday 5 April or Monday 6 April, depending on the numbers of international arrivals over coming days. The Victorian Government is currently in negotiations with a number of hotels to host arrivals, and I will be in touch with you as soon as a hotel is confirmed. We estimate that 40-50 staff will be required to secure the hotel, but I will attempt to arrange access for you to conduct a walk-through of the hotel as soon as possible to confirm. The Victorian Government will need to approve final proposed numbers.

There will potentially be two further hotels for which we would require MSS Security to deliver security services. However, this is also dependent on the number of international arrivals over coming days. I will keep you advised on developments here.

I am currently in contact with relevant on the ground staff regarding the provision of PPE and will keep you advised on developments here also. I ask that you prepare to cover your own PPE requirements on commencement if this is possible.

We propose using a Purchase Order Contract under your existing State Purchase Contract for Security Services at the rates outlined in your email below for this engagement. Our procurement staff can commence drafting a Purchase Order Contract on your acceptance of this offer. It is likely that you will be provided with a draft for your review after the commencement of services.

Can you please advise regarding your acceptance and ability to deliver against these requirements.

I am happy to discuss any queries that you may have.

PPO

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Department of Jobs, Precincts and Regions
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From: Jamie Adams Personal Information @msssecurity.com.au>
Sent: Thursday, 2 April 2020 12:03 PM
To: PPO Personal Information (DEDJTR) @ecodev.vic.gov.au>; Anthony Bandiera Personal Information @msssecurity.com.au>; Personal Information @msssecurity.com.au>
Cc: Katrina Currie (DEDJTR) Personal Information @ecodev.vic.gov.au>
Subject: RE: Hotels Work - Notes from our discussion

Good morning PPO

Anthony Bandeira will be leading up this project should we be required to provide staffing to the hotel locations in the Metro and Geelong areas. I have copied Anthony into this email, as well as Personal Information who heads up our Operations team.

We are familiar with the POC arrangements however would just like to confirm there will be no requirement for a Bank Guarantee for this project (our pricing assumes this to be the case)?

Our Pricing has been provided in the table below and falls in line with the ceiling rates under the SPC we have with the Victorian Government.

	Monday to Friday Day (12 hrs)	Monday to Friday Night (12 hrs)	Saturday	Sunday	Public Holiday
Security Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Concierge Officer	\$44.25	\$52.82	\$64.00	\$83.74	\$103.48
Security	\$48.93	\$58.48	\$70.94	\$92.94	\$114.94

Supervisor				
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All rates are expressed as GST exclusive and will be charged at a minimum 4 hour charge per officer per engagement.

With regard to resources as discussed with Katrina we believe we can source at least 100 officers, and possibly 50 more if required. As a guide we expect we could source 20 officers within 24 hours, 50 within 72 hours and 100 within 5 days, across various locations.

We do not have sufficient PPE for all staff currently – masks, gloves and sanitiser – however we are expecting deliveries in some quantities within the next 3 weeks. Our rates do not provide for this PPE and would be on-charged at cost + 10%, for which we would be happy to provide receipts. In the interim we would require the Department to provide PPE until our supplies arrive. (Note masks are N95-type).

As at current date our staff have not undertaken the COVID-19 Training on the Australian Government website. Largely access has been difficult due to the volume of people undertaking the training, however I was able to access and complete the training today myself so I believe this should be able to be facilitated in the future. MSS Security has however been providing regularly training and updates with identical information to all our employees for several weeks now so we believe our employees are well-versed in the available information. We will ensure wherever possible (based on accessibility) all staff undertake the training prior to deployment.

We await your further advice in regards to potential commencement and stand ready to assist as required. On another note please be advised based on our contract execution requirements a POC will need to be executed by our Directors who are all based in Sydney so this may take some days in the current environment given MSS Security management are almost exclusively working remotely at the moment. However we are more than prepared to commence pre contract execution is required on the basis we are proceeding to contract execution stage.

Please feel free to contact me should you require any further information.

Best Regards,

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

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Coronavirus (COVID-19)

KEEPING YOUR DISTANCE.

Help stop the spread of coronavirus by keeping your distance. Remember, don't shake hands or exchange physical greetings. Wherever possible stay 1.5 metres apart and practise good hand hygiene, especially after being in public places.

TOGETHER WE CAN HELP STOP THE SPREAD AND STAY HEALTHY.

Advice regarding **Coronavirus (COVID-19)** will change regularly. Keep up to date. Visit [health.gov.au](https://www.health.gov.au)

HELP STOP THE SPREAD AND STAY HEALTHY

1.5M

Australian Government

Protect yourself and others from getting sick

Wash your hands

- after coughing or sneezing
- when caring for the sick
- before, during and after you prepare food
- before eating
- after toilet use
- when hands are visibly dirty
- after handling animals or animal waste

World Health Organization

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From PPO [REDACTED] (DEDJTR) [REDACTED] Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)
Sent: Thursday, 2 April 2020 10:41 AM
To: Jamie Adams [REDACTED] Personal Information [REDACTED] [@msssecurity.com.au](mailto:[REDACTED]@msssecurity.com.au)>
Cc: Katrina Currie (DEDJTR) [REDACTED] Personal Information [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)>
Subject: RE: Hotels Work - Notes from our discussion

Hi Jamie – I work with Katrina Currie at DJPR and she has asked me to assist her with managing the security arrangements at hotels receiving incoming international travellers to serve out their compulsory isolation period.

I have been in touch with our procurement team regarding your query on the form of contract for this engagement, and they have advised that a Purchase Order Contract under the State Purchase Contract for Security Services that you have in place with the Victorian Government would be best. It would be great if you could update your costings accordingly using this template:

	Monday to Friday Day (12 hrs)	Monday to Friday Night (12 hrs)	Saturday	Sunday	Public Holiday
	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

I am in touch with our coordinator on hotels for this project and will let you know as soon as I have details on which hotels we will require security support. I understand that this doesn't help you in framing costing and apologise. However, I can advise that we would look for an initial engagement period of approximately four weeks with the option to extend for up to a further two months depending on need.

It would also be great to get detail on the following:

- Whether you have the required Personal Protective Equipment for staff.
- Whether staff have completed online COVID-19 awareness training.
- Capacity to scale up quickly – a sense of how long it would take for you to deploy at a designated hotel.

I can act as your point of contact for any issues or queries that you have on this. Please feel free to contact me via email or mobile (details below).

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:katrina.currie@ecodev.vic.gov.au)>
Sent: Monday, 30 March 2020 11:28 AM
To: PPO (DEDJTR) PPO [@ecodev.vic.gov.au](mailto:katrina.currie@ecodev.vic.gov.au)>
Subject: FW: Hotels Work - Notes from our discussion

From: Jamie Adams Personal Information [@msssecurity.com.au](mailto:jamie.adams@msssecurity.com.au)>
Sent: Monday, 30 March 2020 7:25 AM
To: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:katrina.currie@ecodev.vic.gov.au)>
Cc: Cameron Nolan (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:cameron.nolan@ecodev.vic.gov.au)>; David Clements (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:david.clements@ecodev.vic.gov.au)>
Subject: RE: Hotels Work - Notes from our discussion

Good morning Katrina,

Appreciate your response last night and hope to respond to each of your questions/ concerns below.

In the first instance if you are able to advise the form of contract we can expect for this work, that is will this be in the form of a Purchase Order Contract under the current SPC arrangement with the Victorian Government? This may have some bearing on cost dependent on payment terms and any other special conditions which may exist impacting direct or indirect costs.

With regard to the indicative rate I provided, this does not include public holiday additional costs given we are unable to accurately determine either the proposed commencement date or the duration this work may be required. If you are able to advise how you would like the quote/ rates provided – Hourly schedule of rates, flat rate, weekly rate etc. – I'll be happy to provide a more accurate quote taking into consideration the proposed form of contract.

We note your expectation all officers engaged for this work are remunerated in accordance with a valid industrial instrument which meets the requirements of the SSIA 2010. MSS Security engages directly employed staff under the MSS Security Victorian Enterprise Agreement 2017, which meets or exceeds all wage rates, allowances and shift penalties stipulated within the Award. With respect to our subcontract partners, our subcontracts stipulate the requirement to meet the SSIA requirements at minimum. Our partners are selected on this basis, these arrangements are formalised in contract and we undertake periodic audits of our partners and their employees to confirm compliance to this requirement.

I await your further advice regarding reporting requirements, potential site visits for the purposes of undertaking Risk Assessments and potential commencement of services.

Regards,

Jamie Adams
General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

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From: Katrina Currie (DEDJTR) [Personal Information] @ecodev.vic.gov.au
Sent: Sunday, 29 March 2020 11:43 PM
To: Jamie Adams [Personal Information] @msssecurity.com.au>
Cc: Cameron Nolan (DEDJTR) [Personal Information] @ecodev.vic.gov.au>; David Clements (DEDJTR) [Personal Information] @ecodev.vic.gov.au>
Subject: RE: Hotels Work - Notes from our discussion

Hi Jamie

Thanks for your notes of our earlier conversation. I note that your average pricing is likely to be \$51 per hour per worker covering all shifts over a 24 hour period. I assume this average rate is inclusive of weekend/public holidays as well as overnight rates. Are there any other management or overhead costs proposed for this engagement or is the \$51 per hour inclusive of this?

Please note that I will also require your written assurance that staff will be paid in accordance with relevant award conditions including any shift or other allowances. Please advise also whether the staff are employed as ongoing permanent, part-time or full-time or casual staff (or a mix).

I note your earlier advice that PPE may be an issue. Can you please provide advice in writing of the numbers of daily gloves/masks required once we confirm numbers for each site.

In all likelihood we will make other arrangements for the delivery of food to guest rooms but we will have to advise once we have details of the sites.

We are keen to ensure this initiative supports Victorians who may otherwise have been displaced from their jobs. I will come back to you with further advice on information we will be seeking about the staff you have engaged for this project and their circumstances prior to this engagement.

The quote is required now to ensure we can prepare a contract and raise a purchase order. Your early advice would be welcome.

I will touch base tomorrow to let you know how things are progressing.

Kind regards

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Katrina

Katrina Currie

Executive Director | Employment, Inclusion

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)

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From: Jamie Adams Personal Information [@msssecurity.com.au](mailto:msssecurity.com.au)>
Sent: Sunday, 29 March 2020 3:46 PM
To: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>
Subject: RE: Hotels Work - Notes from our discussion

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

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From: Jamie Adams
Sent: Sunday, 29 March 2020 3:43 PM
To: Personal Information @ecodev.vic.gov.au
Subject: Hotels Work - Notes from our discussion

MSS one of 3 companies at this stage, maybe more

1 site at Crown – Metropol, Promenade, Crown Towers – all done and assigned to other companies

2 other sites following Monday and Tuesday's confirmations re flights incoming

Have to be available Monday or Tuesday to do a Risk Assessment

Walk Through of site to be conducted to assess Access and Exit points and site specific instructions will be provide for each

All about Verbal De-escalation of people want to abscond. Vic Pol will have a presence at each site (likely)

Sufficient staff to cover all critical areas – Reception to deal with family members to drop stuff off etc. – arranging escorts for smokers

Each site will be different

Crown has security delivering foodstuffs and collecting rubbish

PPE required – Masks, gloves, Hand Sanitiser

People are being spaced in – bus by bus

We will get a heads up from DHHS rep on site

Anyone with health concerns will be re-directed away from hotels and won get on buses, only people without symptoms

Sorted into particular hotels – soft handover – AFP will handover to Vic Pol person on bus who will take over – DJPR person on site

Any issues with people absconding or getting aggressive – Vic Pol – health DHHS – DJPR for any personnel issues (I don't like my lunch stuff)

We will get FAQ's

Main requirements will be meal deliveries and rubbish collection, could be staff on each floor etc. May be asked to escort to recreation areas or smoking issues

Evac protocols need to be established

All staff need to do the COVID-19 on-line training – link as follows: <https://covid-19training.gov.au/index.html> can be replaced by our information

Issues with enrolment due to volume

Meals will be labelled for rooms and produced largely on site. Guards will need to deliver appropriately.

DHHS, Medical, VicPol and DJPR

Need to be signing confidentiality agreements – no special format.

Likely stand up sites are Mercure Welcome in Melbourne, 4 Points by Sheraton, maybe Novotel Melbourne on Collins, Novotel Geelong, Travelodge Hotel in Docklands

Cameron Nolan will be key contact

Data to be provided on jobs saved as a result of this potential additional work

Food will not be provided for security personnel by department – can leave site to source food. Storage on site is likely to be available but to be confirmed as part of site visits.

If there is anything I have missed let me know. As an indication I expect the hourly cost for 1 officer x 24 hours per day x 7 days per week will be \$51.00 per hour ex GST, but can confirm once we have a clearer indication of numbers etc.

Jamie Adams

General Manager Victoria & Tasmania

Level 3, 650 Lorimer St Port Melbourne VIC 3207 Australia

t [Redacted]
f [Redacted]
m [Redacted]

e [\[Redacted\]@msssecurity.com.au](mailto:[Redacted]@msssecurity.com.au)

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From: PPO [REDACTED] (DEDJTR)
Sent: Fri, 3 Apr 2020 10:05:09 +1100
To: Greg Watson
Subject: Security Check-In and Responsibilities

Hi Greg – Just checking in with you on how things went this morning and to confirm that all is on track for mobilisation at your third site tomorrow.

In the meantime, our on the ground crew have provided the following list of responsibilities for your staff at designated hotels (a little late I know, but we are all playing catch up). I understand that you may have limited supplies of PPE at the moment. They have suggested that you issue your staff with what PPE you have and we will work through the Department and Health and Human Services to supply additional PPE where possible. Our on the ground crew would be the best to speak to on this

Please let me know if you have any issues with these requirements:

- Security teams will need to be responsible for the provision of their staff's personal protection equipment (PPE).
- No Security officer is to refuse wearing PPE.

On site, security are responsible for:

Before check in:

- In position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door.
- Receiving parcels and logging details.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Maintain security: Only allowing authorised persons to enter premise.

Escalation of issues:

- Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
- Dinner / food complaints to be communicated to the hotel.
- Any other onsite queries to be communicated to the DJPR Site Manager.

In any emergency – dial 000.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
 Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: PPO [REDACTED] (DJPR)
Sent: Wed, 6 May 2020 14:59:45 +1000
To: Greg Watson
Subject: RE: POC Security Services
Attachments: Signed Contract - Wilson.pdf
Importance: High

Greg – Please find attached an executed copy of your Purchase Order Contract.

Can I please ask that a daily Scope of Services/staff roster be sent with invoices. A template for this is provided in the POC, but I am happy to take a look at alternative presentations of this that you have.

Thanks!

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Greg Watson [\[REDACTED\]@wilsonsecurity.com.au](mailto:[REDACTED]@wilsonsecurity.com.au)

Sent: Monday, 4 May 2020 5:23 PM

To: PPO [REDACTED] (DJPR) [\[REDACTED\]](mailto:[REDACTED])

Subject: POC Security Services

Hi PPO [REDACTED]

Please find attached the signed POC for Security Services.

Should you require any further assistance please feel free to contact me as we have plenty of spare capacity and good quality resources available currently as other parts of the economy begin to contract.

Regards Greg.

Greg Watso

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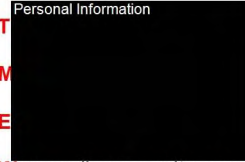
General Manager Regional Operation

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From: PPO [REDACTED] (DJPR)
Sent: Sat, 2 May 2020 16:24:25 +1000
To: Allie H Jarvis (DJPR); DJPR COVID Accom-Lead (DJPR); [REDACTED] (DJPR)
Cc: [REDACTED] (DJPR)
Subject: RE: Security Issues Register - Quarantine Hotels
Attachments: Security Incidents Register - Updated 02-05-20.xlsx

Allie – Find attached an up to date copy of this register.

I am not aware of a home for this document in SharePoint, but think it should be given one!

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

[REDACTED]

[REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)

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From: Allie H Jarvis (DJPR) [REDACTED] [@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au)
Sent: Saturday, 2 May 2020 2:28 PM
To: PPO [REDACTED] (DJPR) [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au); DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)
Cc: [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)
Subject: RE: Security Issues Register - Quarantine Hotels

Hi team

I've been looking for this sheet on the SharePoint site – can some one please help me with a link – This sheet is over a week old now and I'm happy to view online (rather than have a weekly sheet) I want to keep across these matters as part of the safety and wellbeing assurance work.

Thanks

[REDACTED]



NEBOSH IGC, Msc WHS, AIHS, HASANZ registered

Program Manager – Safety | Biosecurity and Agriculture Services
Operation SOTERIA Hotel Quarantine Project
 Department of Jobs, Precincts and Regions

[REDACTED]

[REDACTED] [@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au)

We work flexibly at The Department . I'm sending this message now because this time suits me – and I encourage you to read, respond or action this email at a time that best works for you.



I acknowledge the Traditional Owners of country throughout Australia and recognise their continuing connection to land, waters and community. I pay my respects to them and their cultures; and to elders both past and present.

From: PPO [REDACTED] (DJPR) [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)
Sent: Wednesday, 22 April 2020 11:38 AM
To: DJPR COVID Accom-Lead (DJPR) <DJPRcovidaccom-lead@ecodev.vic.gov.au>; Allie H Jarvis (DJPR) [REDACTED] [@agriculture.vic.gov.au](mailto:[REDACTED]@agriculture.vic.gov.au); [REDACTED] [@ecodev.vic.gov.au](mailto:[REDACTED]@ecodev.vic.gov.au)

Cc: Personal Information @ecodev.vic.gov.au>

Subject: Security Issues Register - Quarantine Hotels

Hi Rachaele – Please find attached a Security Issues Register for hotel sites. Apologies for the time it’s taken to pull this together. Happy to take feedback.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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4/20/2020	Unified Security	Crowne Plaza	Guest Issue	<p>Report from Nigel Coppick (State Manager):</p> <p>Name: [REDACTED] Room: [REDACTED]</p> <p>[REDACTED] was very upset and agitated. [REDACTED] would not adhere to direction from my team members on the floor. [REDACTED] pushed [REDACTED] way to the lower floor, where [REDACTED] met by my Operations Manager.</p> <p>It was established that [REDACTED] was quite upset that [REDACTED] could not purchase alcohol from the hotel as [REDACTED] only has an ET card which the Crowne Plaza Management would not provide.</p> <p>[REDACTED] also added that [REDACTED] is very unhappy with the food being provided.</p> <p>There was no Authorized Officer (AO) at the hotel at the time of this situation. Who has been able to get the hotel to agree to take a \$200 transaction which will last the [REDACTED] for 2 weeks.</p>	Police called.	Y		<p>Nigel Coppick Victoria State Manager nigel.coppick@victoriasecurity.com.au</p>
4/21/2020	Unified Security	Crowne Plaza	Guest Issue	<p>Report from Nigel Coppick (State Manager):</p> <p>Report from the Office:</p> <p>Police were also called and have issued the [REDACTED] with a warning.</p> <p>We have just received a phone call from a constituent of ours, who was concerned about [REDACTED] parent's wellbeing. They just returned from a holiday in [REDACTED] and are currently staying at the Hotel Novotel in the CBD. They have serious concerns about their parents' health and wellbeing whilst staying there as they believe that they are being mistreated by the hotel. [REDACTED] has advised that they have been in the hotel for 2 weeks and the food delivered to their parents through a cab service however they are now being told that they can no longer use this service.</p>		Y	<p>DHR investigation findings:</p> <ul style="list-style-type: none"> • The [REDACTED] made a mistake of themselves on check in. Once their keys were issued and they were in their room, they returned back down to the check in and desks area and yelled at staff. They argued about not wanting to quarantine at the hotel and struggled to accept that they could not order food and other food comforts. I was about to call for the police to support the situation and help the [REDACTED] with their anger. • The family returned from [REDACTED] and were in isolation according to local laws. The [REDACTED] have been in "quarantine for 21 days". I explained that there was a difference between isolation and quarantine - but [REDACTED] didn't appreciate the difference and asked if they could all quarantine at home. At this point I told [REDACTED] could apply for an exemption, with no guarantee to actually get it approved. • [REDACTED] parents are smokers and have some health issues. I confirmed with [REDACTED] that the nurses are aware of this. • [REDACTED] also explained that [REDACTED] parents are experiencing high anxiety. • [REDACTED] said [REDACTED] was happy with the current food arrangements (I believe they have had AO approval for deliveries from their daughter so we will allow the daughter to keep preparing their food. • [REDACTED] said that I would look into the possibility of getting [REDACTED] shavers out for an exercise break. • We are trying to implement the exercise pass at this point but there are significant barriers here, as the pathways to external walking areas are shared with other tenants and we need separate approvals for this. • On the 7th floor, there is an atrium, the walking spaces is quite narrow because it's actually a balcony. It's not very long and it can get quite warm because it's all enclosed. It's also in full view by the [REDACTED] towards the rooms. So when people see others being walked there, we get more complaints. • We are trying to ensure every exercising other options and we hope to have our exercise implementation plan reviewed soon. 	<p>Nigel Coppick Victoria State Manager nigel.coppick@victoriasecurity.com.au</p>
4/21/2020	Unified Security	Crowne Plaza	Guest Issue	<p>Report from Nigel Coppick (State Manager):</p> <p>Report from [REDACTED] Incident Report 21/04/2020</p> <p>At approximately 1:45 mental health nurse [REDACTED] asked if a security guard can attend with her to room [REDACTED] for a welfare check. [REDACTED] knocked on the door as the elderly [REDACTED] opens the door and the [REDACTED] person comes to the door to play with us. The [REDACTED] then dragged [REDACTED] inside and begins to become very agitated and highly aggressive towards myself and the nurse.</p> <p>[REDACTED] stated as that [REDACTED] would call for minutes and the police due to [REDACTED] from DHS. [REDACTED] apparently calling, no more food will be provided for [REDACTED] until and can [REDACTED] off and order their own. [REDACTED] attempted to calm [REDACTED] down and the [REDACTED] went on going with [REDACTED] outburst, claiming [REDACTED] child has not eaten in 48 hours. The [REDACTED] then started on about how [REDACTED] is an Australian and [REDACTED] should not be treated this way. After finishing [REDACTED] the [REDACTED] was extremely rude to [REDACTED] and did not allow her to speak. [REDACTED] slammed the door and [REDACTED] was extremely agitated. [REDACTED] was extremely agitated. [REDACTED] was treated as aggressively. [REDACTED] and I stood outside as we waited further instructions on what to do and all we could hear was the [REDACTED] shouting very aggressively as [REDACTED] was attempting to calm [REDACTED] down by saying, "stop screaming, it is not good for the child's development."</p> <p>[REDACTED] and I got the instructions to knock on his door, [REDACTED] from DHS start trying to get a hold of [REDACTED]. It, the [REDACTED] did not answer the door, when then prompted to go back to our office and wait for the authorised officer to arrive.</p>	Emergency services called.	Y	<p>DHS Working with impacted guests.</p>	<p>Nigel Coppick Victoria State Manager nigel.coppick@victoriasecurity.com.au</p>

Non-PDF and Non-Image File

Document ID: DJP.111.002.1387

Page Number: 4

Page Label: XLSX

File Name: DJP.111.002.1387.xlsx

From: PPO [REDACTED] (DJPR)
Sent: Wed, 22 Apr 2020 11:38:23 +1000
To: DJPR COVID Accom-Lead (DJPR); [REDACTED] (DJPR); [REDACTED] (DJPR)
Cc: [REDACTED]
Subject: Security Issues Register - Quarantine Hotels
Attachments: Security Incidents Register - Updated 22-04-20 8am.xlsx

Hi Rachaele – Please find attached a Security Issues Register for hotel sites. Apologies for the time it's taken to pull this together. Happy to take feedback.

PPO [REDACTED]

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information [REDACTED]

Personal Information [REDACTED]
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Document ID: DJP.111.002.1972

Page Number: 4

Page Label: XLSX

File Name: DJP.111.002.1972.xlsx

Personal Information

(DJPR)

From: PPO (DJPR)
Sent: Tuesday, 21 April 2020 11:46 AM
To: Personal Information (DJPR)
Subject: FW: Crown Plaza

Irate guest.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

Personal Information

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From: Nigel Coppick Personal Information @unifiedsecurity.com.au>
Sent: Monday, 20 April 2020 5:22 PM
To: PPO (DJPR) Personal Information @ecodev.vic.gov.au>
Subject: Crown Plaza

Hi PPO

I hope you are well? At approximately 1654Hrs, We have had an interaction with a in quarantined at Crown Plaza.

Details Below

Name: Personal Information
 Room -

At the time Personal Information was very upset and aggregated, would not adhere to direction from my team members on the floor Personal Information, pushed way to the lower floor, where was meet by my Operations Manager.

It was established that Personal Information was quite upset that could not purchase alcohol from the hotel has only has an EFT card which the Crown Plaza Management would not at first accepted. Personal Information also added that is very unhappy with the food, being provided.

I also thought it prudent to advise you, that there is no Authorised Officer (AO) at the hotel at the time of this situation.

We have been able to get the Hotel to agree to take a \$200 transaction which will last the for 2 weeks.

Police where also called and have issued the with a warning.

Can I ask what the process is when there is no AO on location?

VICTORIA ENFORCED QUARANTINE PLANNING PROCESS

- **Emergency Management Commissioner is leading the coordination of the combined agency planning in response to the National Cabinet's direction to implement the heightened measures to address COVID-19**
- **The below work is the product from today's teleconference and is designed to highlight departmental responsibilities**
- **All departments are requested to review this document in order to:**
 - **Address the known unknowns from the teleconference today**
 - **Inform existing plans**
 - **Confirm primary points of contact for each Department or function**
 - **Review, refine and update assigned Department tasks to inform a coordinated multi-agency plan (End state)**
- **Information is requested for the 10:00am teleconference(invitation to be sent) that validates considerations outlined in the tasks section of this document and identify changes required including clarification of the following:**
 - Legal
 - Medical support required during all phases
 - Welfare services
 - Interpreters
 - Personal Transport
 - Unaccompanied minors
 - Survey of passenger requirements on arrival and throughout the quarantine period

SITUATION

- The Prime Minister has directed that all passengers returning to Australia from international destinations are to undergo 14 days enforced quarantine.
- Volume of expected international arrivals is 1500 passengers per day.
- Direction from the Chief Health Officer is pending
- Heightened measures to curb the spread of COVID-19
- Assume small window of opportunity will lead to a spike in arrivals
- Primary port is assumed as Melbourne Airport.
- Alternate ports of entry may include Essendon Airport (Corporate Charter), Port of Melbourne (cargo), Geelong Port(cargo), Portland Port(cargo), Western Port (cargo), Station Pier (passenger)
- Control for every movement upon arrival remains the authority of the Chief Health Officer

MISSION

To implement enforced quarantine measures for all passengers entering Victoria through international air and sea points-of-entry to stop the spread of COVID-19.

EXECUTION

- **Purpose.** Slow the spread of COVID-19 through Victoria
- **Method.** Implement enforced quarantine of passengers arriving internationally into Victoria.
- **End state.** All passengers that have arrived internationally to Victoria are quarantined for 14 days in order to mitigate the spread of COVID-19 within the Victorian community.

General Overview of the Plan

Preliminary Actions

- During this period, all preparatory activities, to receive and comfortably accommodate arriving passengers that support each of the phases to be completed

Phase 1 – Reception

- Begins when passengers arrive via international airport or maritime port, separated from the general population to prevent transmission, transit through customs and prepared for travel to quarantine locations.
- This phase ends once passengers have embarked on bus transport

Phase 2 – Transport

- Begins with buses leaving international airport or maritime port.
- It involves the transit of passengers to quarantine accommodation in vicinity of COVID testing centres.
- This phase ends once passengers exit transport vehicles

Phase 3 – Accommodation

- This phase begins when reception party receives passengers for quarantine.
- This will involve 14 days of isolation within commercial hotel/motel solutions in vicinity of their entry points.
- This phase ends once 14 days has lapsed and members are reviewed for approval to exit quarantine accommodation.

Phase 4 – Return to the Community

- This phase begins when the member is reviewed for exit by quarantine management
- This will involve an assessment whether the passengers are safe to be allowed into the Victorian community.
- This phase ends once the member has been briefed on their health responsibilities and exits quarantine.

Tasks

Preliminary Actions

- Information of quarantine plan disseminated
 - Individuals
 - Families

- Contracted solutions
- Quarantine accommodation and contracted transport booked
- Workforce identified and in position to conduct tasks
- Arrival schedules and manifests confirmed

Phase 1 – Reception

- Department of Transport
 - Sky bus contract - Tullamarine
 - Regional transportation
- Department of Jobs, Precincts and Regions
 - Reception parties established and coordinated at all entry points
 - Melbourne airport and customs liaison
 - Incoming passenger data
- Department of Health and Human Services
 - Health screening
 - Direction at airports and maritime ports
 - Providing access to psychological support
- VICPOL

█ [REDACTED]
 █ [REDACTED]

Phase 2 – Transport

- Department of Transport
 - Skybus tasked in accordance with projected arrivals
- Department of Jobs, Precincts and Regions
 - Reception parties established at quarantine accommodation
- Department of Health and Human Services
 - Health support officers embarked on busses
 - Welfare services
- VICPOL
 - Bus escorts to ensure isolation compliance

Phase 3 – Accommodation

- Department of Jobs, Precincts and Regions
 - Management of accommodation contracts
 - Reception parties established to coordinate movement of passengers to quarantine accommodation
 - Management of life support for all passengers including food and amenities
 - Manage private security contract to enforce isolation of quarantine accommodation
- Department of Health and Human Services
 - Health checks conducted
 - COVID-19 testing conducted
 - Medical care provided

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- Transfer to health facility if required
- VICPOL
 - Provide security reserve force to support private security if required

Phase 4 – Return to the Community

- Department of Transport
 - Provision of transport to passengers to transit to original destination
- Department of Health and Human Services
 - Conduct of health reviews to allow release back into the community
 - Brief members on responsibilities
 - Psychological support

Coordinating Instructions

Timings

- **Prelim**
 - Arrival data and maritime ports confirmed no later than 28 1000 Mar 20
 - Transport confirmed no later than 28 1300 Mar 20
 - Quarantine Accommodation confirmed no later than 28 1600 Mar 20
 - International terminal at Tullamarine prepared for quarantine no later than 28 2200 Mar 20
 - Passengers set in place no later than 28 2350 Mar 20
- **Phase 1**
 - Reception party at international airport and maritime port no later than 28 2359 Mar 20
- **Phase 2**
 - Nil
- **Phase 3**
 - Passengers are quarantined for a 14 days minimum
- **Phase 4**
 - Nil

Locations

- Airports
 - Tullamarine
- Maritime Ports.
 - TBC
- Quarantine Accommodation.
 - TBC

COORDINATION

- State Control Centre is the central coordination point for all phases

Communications Plan

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- To returning citizens/residents
- To returning citizens/residents family
- Media release plan

Planning Points of Contact

- Department of Transport -
- Department of Jobs, Precincts and Regions -
- Department of Health and Human Services -
- VICPOL -
- Department of Premier and Cabinet –
- Emergency Management Victoria -

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From: [Personal Information] (DEDJTR)
Sent: Fri, 3 Apr 2020 15:57:43 +1100
To: [Personal Information] (DEDJTR)
Subject: FW: Security Check-In and Responsibilities

Hi [Personal Information]

The advice that security are not to accept care packages from families for hotel guests.

Kind regards

[Personal Information]

[Personal Information] | Senior Investment Manager - Aviation
Aviation Strategy and Services
Department of Jobs, Precincts and Regions

[Personal Information] @djpr.vic.gov.au

www.djpr.vic.gov.au



From: Greg Watson [Personal Information] @wilsonsecurity.com.au>
Sent: Friday, 3 April 2020 2:13 PM
To: [Personal Information] @ecodev.vic.gov.au>
Subject: Fwd: Security Check-In and Responsibilities

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Greg Watson
n
General Manager Regional Operations



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From: PPO (DEDJTR) Personal Information <@ecodev.vic.gov.au>
Sent: Friday, April 3, 2020 2:10:18 PM
To: Greg Watson Personal Information <@wilsonsecurity.com.au>
Subject: RE: Security Check-In and Responsibilities

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Greg – Sorry to keep bombarding you with emails, but I've had one more request to relay through to your team from our ground crew. They ask that no gifts or deliveries for guests be accepted by security staff directly from family or friends. DJPR offers a service through which items can be couriered to guests. Your team is asked to contact the DJPR Site Manager to assist guests with accessing the courier service.

Thanks,

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000
Personal Information

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From: Greg Watson Personal Information <@wilsonsecurity.com.au>
Sent: Friday, 3 April 2020 10:23 AM
To: PPO (DEDJTR) Personal Information <@ecodev.vic.gov.au>
Subject: RE: Security Check-In and Responsibilities

Hi PPO

Mobilisation is underway at Pan Pacific and progressing well at this early stage and we are prepared for Park Royal from tomorrow. I will attend the briefing at the Park Royal this afternoon.

We are receiving more PPE each day and are continuing to restock each day. We agree with the need to enforce wearing and compliance and will reinforce with all staff and supervisors..

The duties are consistent with the information presented at the site briefings and accepted.

Regards Greg

Greg Watson
 n

General Manager Regional Operations



Level 3, 6 English Street
Essendon
Victoria 3040
Australia

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From: PPO (DEDJTR) [Personal Information] [redacted]@ecodev.vic.gov.au]
Sent: Friday, 3 April 2020 10:05 AM
To: Greg Watson [Personal Information] [redacted]@wilsonsecurity.com.au>
Subject: Security Check-In and Responsibilities

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Greg – Just checking in with you on how things went this morning and to confirm that all is on track for mobilisation at your third site tomorrow.

In the meantime, our on the ground crew have provided the following list of responsibilities for your staff at designated hotels (a little late I know, but we are all playing catch up). I understand that you may have limited supplies of PPE at the moment. They have suggested that you issue your staff with what PPE you have and we will work through the Department and Health and Human Services to supply additional PPE where possible. Our on the ground crew would be the best to speak to on this

Please let me know if you have any issues with these requirements:

- Security teams will need to be responsible for the provision of their staff's personal protection equipment (PPE).
- No Security officer is to refuse wearing PPE.

On site, security are responsible for:

Before check in:

- In position on floors where guests are staying.

During check in:

- Accompanying guests in the lift up to their floor. No more than 4 per lift (including the security officer).
- Assisting with arriving busses (such as getting luggage off bus if people need help).
- Being present to manage any on site issues.

Once checked in:

- Maintaining presence on-floors, lobby and front door.
- Receiving parcels and logging details.
- Delivering parcels to rooms (once checked and approved by the DHHS authorised officer).
- Maintain security: Only allowing authorised persons to enter premise.

Escalation of issues:

- Guest health related requests or concerns must be communicated to the DHHS Authorised Officer or Nurse on site as soon as possible.
- Dinner / food complaints to be communicated to the hotel.
- Any other onsite queries to be communicated to the DJPR Site Manager.

In any emergency – dial 000.

PPO

Principal Policy Officer | Inclusion, Employment
Department of Jobs, Precincts and Regions
 Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Katrina Currie (DEDJTR)
Sent: Tue, 31 Mar 2020 18:52:11 +1100
To: PPO (DJPR)
Cc: Personal Information; Cameron Nolan (DJPR)
Subject: RE: Security Services Procurement

Hi Personal Infor

I was tasked with standing up a security team on Friday night by the following Saturday morning.

I sought advice from my employer engagement teams on security companies we have worked with through Jobs Victoria and asked for contact details of the firms concerned. I was provided with two options at that time – Wilson and Unified.

I emailed Unified and Wilsons at 11.30pm Friday night. Unified replied to me at 6.52am on Saturday morning and I began discussions at 7.00am as to their capability and capacity to deliver servicing at the first two sites by mid-afternoon Saturday. I was advised by text of their capability and this was followed up in telephone conversations. They attended site at 3pm to assess risk and staffing needs; briefed and planned their rosters and secured personnel; and were onsite delivering as required from 5am on Sunday morning.

Wilson replied to me by 8.00am on Saturday morning but by then I had already entered into discussions with Unified. I took up discussions with Wilsons for subsequent sites around 11am. They indicated they could also supply and so I spoke with them again around 4pm and asked them to consider how they could respond. They emailed me a series of questions on Sunday to which I responded by which time Unified had already been tasked with the first hotels. Wilson have been engaged for three subsequent hotels.

Unified is an Aboriginal owned and controlled organisation and has worked with DJPR on related social procurement initiatives. They are accredited with Kinaway and Supply Nation. While they are not a panel provider for security services utilising their services is in keeping with the **State Government's social procurement objectives of utilising Aboriginal businesses.**

A legal exemption should be sought but Unified are delivering and have been delivering services since Sunday. The rationale for the exemption is both immediate need and their responsiveness but also their status as an Aboriginal owned and controlled business under the Government's social procurement objectives.

Kind regards

Katrina

From: PPO (DEDJTR) Personal Information <ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 4:18 PM
To: Katrina Currie (DEDJTR) Personal Information <ecodev.vic.gov.au>

Subject: FW: Security Services Procurement
Importance: High

Hi Katrina – Please see the email below from [Personal Info] Procurement is after more detail on how you came to engage Unified to deliver security services to be able to advise on a best course of action. I thought that you may have received a referral from AED, but am not sure. Are you able to advise.

On the contracting of Wilson, I am working through a contract template now. However, there are a couple of areas that I will need guidance on, so will need advice from DTF before I can provide you with a draft to review.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

T: [Personal Information]

Personal Information [Redacted]
 [Redacted]@ecodev.vic.gov.au

djpr.vic.gov.au

jobs.vic.gov.au



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From: [Personal Information] (DEDJTR) [Personal Information]@ecodev.vic.gov.au>
Sent: Tuesday, 31 March 2020 3:51 PM
To: PPO [Redacted] (DEDJTR) <[Personal Information]@ecodev.vic.gov.au>
Subject: RE: Security Services Procurement

Hi [PPO Redacted]

Need clarity on the rationale for going outside the SPC in this instance. I understand there was an urgency to get things up and running quickly over the weekend but to have a non-approved firm providing security and effectively enforcing government regulation at quarantine sites off the back of some emails and phone calls presents significant risk to individuals involved and the department/Government that is not easily mitigated.

Need to be clear on why this provider was engaged instead of the other SPC providers (noting requests went to Wilson and MSS – who are on the SPC) and whether there is any reason to continue with them (as opposed to switching them out for an SPC provider, for example) in order to assist in determining next steps.

In the meantime, I briefed [Personal Information] from legal on this earlier today. If you do need some form of contract with anyone outside of the SPC framework, legal support will be required.

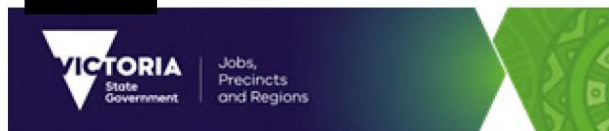
[Personal Information]

Strategic Procurement Specialist | Corporate Services - Investment and Procurement
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T: Personal Information

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For more information about Procurement visit our [Landing Page](#) on DJPR's Intranet site

From PPO (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 6:48 PM

To: Personal Information (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Subject: FW: Security Services Procurement

Personal Info

– Not sure if the email history came through when I forwarded this on the phone.

PPO

Principal Policy Officer | Inclusion, Employment

Department of Jobs, Precincts and Regions

Level 35, 121 Exhibition Street, Melbourne, Victoria Australia 3000

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From: Katrina Currie (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Sent: Monday, 30 March 2020 6:17 PM

To: PPO (DEDJTR) Personal Information [@ecodev.vic.gov.au](mailto:ecodev.vic.gov.au)>

Subject: RE: Security Services Procurement

Hi PPO

We need to use Unified as they are already in place. We need an exemption from the panel and I have been told this is possible by Personal Information I will shortly send an email to her and Personal Information

Personal Information. I will copy you in asking for their assistance in getting the necessary things in place to contract and then pay the suppliers (currently unified and Wilson).

Kind regards

Katrina

28/3 - SP AK DC KC

Saturday, 28 March 2020 11:25 AM

Security and concierge - which way 51-49 focus on security. People need to sit in their allocated sat on bus, and stay in their rooms unless told they can leave.

So need concierge, security.

Person call centre can put 360 app on their phone - geo tracking. We could do that.

SP do we have the workforce identified - call centre, physical security.

Person security - have staff who are trained and can allocate 20 now 100 over the next few days. Understand balance security and empathy. Need 4 hours notice. Also have PPP

Wilson can stand up security as well. SP - Skybus saying just their drivers, but we think they need security, just what powers.

Tonight and tomorrow - CBD. Lets sort out those.

Timeframe - anyone still in customs. SP about to tick off of hotels. Talk to hotels about how interact with hotel. Unified will have to work with crown security.

Meeting 3pm at airport - Person and Person will go through the whole process.

Concierge - stellar are on case for tech and workforce - collect info from people via app at airport. Will there be enough adaptors, sim cards, access to wifi. Multi channel program.

SP don't want people entering the hotel. Might have to have a distribution system. No catching taxis. How about pepoel can book delivery through the app. We do a courier service. UBER is out. Can only be consumer passenger vehicles. Taxi couriers. 2 a week unless its an emergency - in which case the concierge.

Person does the app for call in, delivery. SP will get contact from CPV to liaise with. Up to them as to who delivers. How many extra people. Person need the passenger manifest and start planning what people need. Urgent needs they have right now. Wollies at southern cross - will be pumping. Rachael to talk to Person about supermarkets.

Concierge - link to a translator function. Person In from Multi to call Person

Person to call trades hall re 2 companies. Person In to translator. Liaise security with crown. Person to connect offer of supermarkets.

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Friday, 27 March 2020 12:35 PM

Premier will announce we will put all inbound passengers and take them to hotel rooms and required to quarantine for 14 days

Paul Eunis, taking care of logistics, cleaning, getting them from airport to hotels

When they arrive, check in, suitable, disability access, families, doubles, singles

During the period they are fed, medicated if required, doctors available, clothing,

Logistical, mastermind -

Midnight Saturday night

Clarifying questions:

- International only? Of domestic too?
- Number of likely arrivals?
- How will their confi

What do we need to know before they arrive to house them

- What data is required
- What is the process for how the information will be gathered and when
- When can they provide it
- Match them instantly

Map the types of needs for

All international arrivals

Reciprocal arrangements with other states, we are looking after them

Personal Info and / or ADF will pick them up and get them to their airport

I will responsible for the whole process

Everything

Sanitation, food services, health care, security

They need to be safe, but we need them to stay where they are

Simon will call Graeme Ashton, need a regime that makes sure they adhere to their quarantine

Whole program

Avalon is over

In the first instance this will be metropolitan, later we can place them closer to home

Concentrate the effort to increase the ease of service provision

Major hotels that can give up their entire premises, rooms of more than 100

CBD 6970 rooms

Metro 1697

Some have disability access

The moment the announcement happens go and get the rooms

Buy more rooms than we need.

What's the minimum viable product tha

Dot point on plan of attack

Overshoot the target
 Connect with ^{Personal Info}
 The logistics of room matching
 The hotels themselves should provide everything that they need
 Medical, food, sanitation
 If any need additional services
 Would like the hotel to provide everything
 Full suite of service
 That may change the rack rate
 People picking up supplies

^{Personal Info}'s airport, working on forward projections

Simon will get from the Premier's

^{Personal Information}

DHHS - Breadon Hogan,
 Emergency management - ^{Personal Information} (relief, Red Cross)

^{Personal Information} combined agency group

PPE for drivers

Premier is announcing at 3pm
 Mandatory from midnight Saturday
 But if people have an urgent need can stand up a service before then
 They can contact a number and tell us what

Can he say at 3pm that people that are arriving earlier can be accommodated

Want a regional

People can choose:
 Bendigo, Geelong, ballart and one in the south east
 Or Melbourne
 Overflow option

Geelong, Torquay, Aitken Hill, Marysville (whole hotels)

People at the airport immediately with information
 If you

Until Saturday night midnight they can g

Budget issue, then put it in the document, ask

From 6pm

Midnight tomorrow, quarantining all arrivals in hotels, for the two weeks of their mandatory
 isolation
 They will be quarantined where they arrive, not in their home state

CTM Travel (accommodation options if not already tapped into)

Police - ^{Personal Information}

- Post customs to buses, then the checking in process - fits within the remit of Victoria Police and their taskforce,
- Securing the hotel venue so that people can't leave it

Transport

Who is going to be the key contact for the hotel allocation information

- Matching of people to rooms
- Skybus

Part of the critical response team

- Broder force
- Concierge
- Qantas person, matching people to hotel
- Skybus (or DOT)

Make it as simple as possible, while we iron out the bugs, they're having to change all processes at the airport

Get through the first 48-72 hours and then easier when we're in the routine

New team that is being stood up

Any passengers coming off the plane -

As each plane load comes in, they will be moved to a separate area, not mingling between different areas, put through manual customs process, not automated, taken downstairs, go to a check desk, todl

Ambulance at the airport

Quarantined in an appropriate hotel, in the suburbs, where possible regional hotels

Fuller briefing tomorrow morning

- planning, steps,
- All of our hotels are

Who will pick them up

Will there be exemptions

Under the directions of the CHO, legal document

We need to connect with Personal Information at DHHS, in the CHO, to understand

What directions will people be detained and transported under, that will help us understand what the security contact will look like

- Will require an authorised officer will need to be involved in requiring compliance including bio security

Police and security

SCC

- Provide information to the airport making clear that transport

Direction under the health and wellbeing act (TBC) or the Commonwealth quarantine legislation

Flight crew are exempt

Melbourne airport

- **100% of passengers will have a health checked**
- **Two pathways**
 - o **Screened out, taken to the hospital**
 - o **Some will have exemptions, they will be screened out pre-flight**
 - o **The rest will be enter the baggage area, take luggage, marshalled to a specific point where the hotel details will be sorted out**

Two questions will be asked

- **Are you aware that you need to**
- **Do you have somewhere to self isolate**

ABF will need to pass people to Vic Pol

Three flights coming tonight

6.15, 8.30, 10.30

We need

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Simon, Personal Inform Quarantine

Friday, 27 March 2020 7:33 PM

Acknowledging the human rights charter
 We will need legal powers
 Chain of custody, don't want multiple points
 When they get off the aeroplane they're Paul's
 Then custody is handed to DJPR

DOT

- Has no discretion on where they are taken

Skybus, 85 vehicles
 They have marshals
 Cleaned, back in cycle

We will take people to an initial hotel
 This will be a city location
 Under exceptional circumstances and compassionate needs we will provide four different
 A maximum of 15-20 on each bus

Questions:

- Chain of control from airside through to hotel
- Who will escort them on the bus
- Can we use authorised officers in DJPR?
- What is the position on cargo crew?

It would be a good outcome if the Cth was the accountable officer to the point of the hotel
 We will need an officer per vehicle

- With two shifts
- They manage the connection with the hotel

Voluntary provision

Rebecca Skelton, DOT Comms

While they're in the hotel

- Urgently need to map roles and responsibilities with DHHS
- Needs to be card in the room saying if you need translation services call this number
- We feed them
- Daily call
- 1:10 ratio, relationship managers, problem solvers, Concierge, they're in the room, if there is a sickness, issue, someone to talk to and get something done - Lisa Buckingham
- Cigarettes
- Food and grocery items, pharmacy - Rob Holland
- We need charter advice, containing them is highly problematic
- **Exercise - by Tuesday we will have a recreation policy, move to a country location, or use the function centres**
- **By Tuesday we will have cleaning policy and recreation policy**

Need a daily plan for people movement, cleaning and food delivery

No family member drop offs, but a pathway to escalate

Personal Information

and team, get them on the ground,

Personal

- Finding a solution for a proactive workforce to support and problem solving for people by phone
 - o Reach out service, provide solutions, proactively call them
- Deep cleaning and / or COVID-19 cleaning for rooms and / or corridors

Kate Haughton is

Actions

- Clarify that Simon is following up chain of command and Commonwealth
- Tell Jeroen that full distancing isn't required, but appropriate space

By 10.30am

- Unni, will tell me
- Do we need industrial cleaners, if yes, where
- Crown ideally want external security on every floor

Things to think about

- Central data / case management, central, PMO, to aggregate needs as they arise
- Can we use airline staff

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