



BUY ICT Digital Marketplace – Labour Hire Work Order

Seller details

Seller	3T CONSULTING & SERVICES PTY LTD, 28632802245
Address:	Unit 2, Level 1, 99 Northbourne Avenue, Turner ACT 2612
Email	admin@3tconsulting.com.au

Buyer details

Agency/Entity	Department of Health and Aged Care
Division	Digital Transformation and Delivery Division
Email	s47E(d) @Health.gov.au

Work Order Detail

Standing Offer Notice	SON3413842 – Digital Marketplace Panel
RFQ ID	RFQ2324 – 127 Sector Co-Design Manager
Work Order No	DTDD2324 – s47F
Work Order Commencement Date	This work order starts on 1 July 2024 (commencement date).
Work Order End Date	This work order ends on 30 June 2026
Work Order Initial Term	From the commencement date until 30 June 2026 unless terminated earlier in accordance with the Master Agreement and this work order.
Extension Terms	After review of the seller's performance, the buyer may extend the term of this work order for a further period (or periods) of up to 24 months in total, each on the same terms and conditions, which may be taken in whole or in part, and in any number or combination of time periods. The buyer will give notice to the seller no later than 30 days prior to the end of the then current term.

Statement of work



Specified Personnel Clause 10 of the Master Agreement, item 8 of the Comprehensive T&Cs	<p>The seller must provide the following personnel (Specified Personnel), as requested by the buyer:</p> <table><tr><td></td><td></td><td></td></tr><tr><td>s47F</td><td>Sector Co-Design Manager</td><td>5</td></tr></table> <p>For any Specified Personnel specified above, the seller must ensure the Specified Personnel:</p> <ul style="list-style-type: none">• have the necessary education, training, qualifications, and skills to fulfil that role or those tasks;• comply with the obligations of this work order; and• comply with all buyer’s security, health, workplace and safety and any other requirements set out in this work order of that are applicable to the work, premises, or location at which the services and deliverables are being delivered.				s47F	Sector Co-Design Manager	5
s47F	Sector Co-Design Manager	5					
Deliverables/Services Clause 9 of the Master Agreement, item 3, 4 and 6 of the Comprehensive T&Cs	<p>The seller must provide the skilled Specified Personnel to perform services as directed by the buyer at the buyer’s discretion, and on a time and materials basis which will be calculated using the rate card included at Attachment A.</p> <p>The Specified Personnel may, at any time, be redirected to assist or work on other projects/activities outside of the scope of the initial assignment.</p> <p>Provision of Specified Personnel on a time and materials basis in the following role: Sector Co-Design Manager to undertake tasks including:</p> <ul style="list-style-type: none">• Drive and measure organisational change management and delivery reform across the division, including a focus on growth, new ways of working, and transparency.• Design and/or deliver divisional communication plans and/or specific products or events, in accordance with the engagement calendar and strategy – including public engagement coordination, products, and events.• Manage the Sector Partner advisory group and develop connections across Government to aid operational and delivery alignment for the portfolio.• Undertake content production and management responsibilities for internal and external-facing engagement products.• Build sustainable engagement capability through information and skill-share, solid and documented work products, and processes• Build strong relationships with providers, stakeholders, partners, and colleagues.• Contribute to a positive culture, promoting and modelling desired Corporate behaviours and a shared sense of purpose.• Contribute to internal measurement, benefits realisation, reporting, and office administration.• any other tasks, as directed by the buyer. <p>The services will be performed by the Specified Personnel from the nearest State office. Minimum 2-3 full days per week in the office.</p>						



	Remote/flexible work arrangements can be discussed with the Specified Personnel's manager upon commencement, and a Working from Home Agreement must be formalised by the buyer and seller.
Relationship Item 7 of the Comprehensive T&Cs	<p>This work order does not create a relationship of employment, agency, or partnership between the parties.</p> <p>The parties must not represent themselves, and must ensure that their officers, employees, agents, and subcontractors do not represent themselves, as being an officer, employee, partner, or agent of the other party, or as otherwise able to bind or represent the other party.</p> <p>The seller acknowledges and agrees that:</p> <ul style="list-style-type: none">• Specified Personnel are not the buyer's employees, partners, legal representatives, agents, joint venturers, or franchisees.• This work order does not create any contractual relationship between the buyer and Specified Personnel.• Specified Personnel have no right or authority to bind the buyer, assume or create any obligations for or on behalf of the buyer, or make any representations or warranties for or on behalf of the buyer.• Specified Personnel are not entitled to any benefit from the buyer usually attributable to an employee. <p>Unless otherwise specified in this work order, Specified Personnel will not be required to exercise, and the seller must ensure that they do not purport to exercise, any delegation under the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth) or the <i>Public Service Act 1999</i> (Cth).</p> <p>The seller must ensure that any employment agreement or subcontract entered into for the purpose of this work order contains provisions to ensure that Specified Personnel understand the above restrictions.</p> <p>Unless otherwise specified in this work order, the seller is responsible for all payments to Specified Personnel providing services and deliverables under this work order, including payment by way of salary, remuneration or commissions, bonuses, annual leave, long service leave, personal leave, termination, redundancy, taxes, superannuation or worker's compensation premiums or liabilities.</p>
Knowledge Transfer (Item 23 of Comprehensive Terms)	The seller must ensure that Specified Personnel performing the services during the term of this work order, facilitate an effective transfer of skills and knowledge to the buyer to enable full use of services and deliverables and associated documents.
Pricing and Payment	
Contract Price and rate card (Clause 12 of the Master Agreement)	<p>The total contract price is set out in Attachment A – Rate Card to the work order</p> <p>Any variations to the total amount of charges payable by the buyer under this work order will be managed (and must be agreed by the buyer) in accordance with the process described in clause 24 of the Master Agreement. Variations to the total</p>



	<p>amount of charges payable by the buyer under this work order must be based on the rates set out in Attachment A – Rate Card to this work order.</p> <p>If the buyer finds that Specified Personnel provided do not have the requisite skills then the buyer reserves the right to reduce the fee payable (and to pay only that lower amount) for that person to the skill level that the buyer in its absolute discretion, considers the person performing at.</p> <p>The seller must provide an updated invoice on request from the buyer if the buyer exercises its right under this Item.</p>
--	---

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE



Additional Costs (Clause 12 of the Master Agreement)	<p>Any charges for travel, accommodation or other fees, charges or expenses must be pre-approved in writing by the buyer. Any charges must be:</p> <ul style="list-style-type: none">• no higher than the actual cost of the travel, accommodation or other disbursement incurred by the seller (without any mark-up or margin);• supported by any documentary evidence required by the buyer; and• consistent with applicable buyer policies (including travel policies) and directions and any requirements set out in this work order or agreed document. <p>If pre-approved, the seller will be reimbursed for the travel and related accommodation at non-SES rates. The seller must submit an invoice for those expenses and the buyer will reimburse the seller in accordance with clause 12 of the Master Agreement.</p> <p>Seller proposal to vary the rates if the term of the work order is extended</p> <p>If buyer exercises an option to extend this work order, the seller may propose a variation to the rates included in Attachment A – Rate Card to this work order. Any proposed variation must be reasonably substantiated by the seller. The buyer will consider the proposed variation in good faith.</p>
Payment Schedule and Invoicing	<p>The buyer will issue to the seller, a recipient created tax invoice ('RCTI') on the 3rd business day of each month.</p> <p>The seller must not issue a tax invoice in respect of any taxable supply it makes to the buyer.</p>

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (FOI)
BY THE DEPARTMENT OF HEALTH AND AGED CARE



Timesheets	<p>Unless otherwise directed by the buyer representative, Specified Personnel are expected work on average an s47 [REDACTED]</p> <p>Total contract hours are calculated on s47 [REDACTED], pro-rata to the engagement period and conditions of this work order.</p> <p>NOTE: If seller proposes to allow its personnel to work any hours beyond the maximum s47 [REDACTED] per week, the Specified Personnel must seek prior written approval from the delegate and provide details of the approval to DTDD Labour Hire Team at: s47E(d) [REDACTED] @Health.gov.au</p> <p>The buyer will not be liable to pay any amounts where timesheets show Specified Personnel working more than the agreed hours per week, unless prior written approval has been given by the buyer's representative (i.e., the delegate).</p> <p>The seller must ensure that Specified Personnel, for each week that the services are performed:</p> <ul style="list-style-type: none">(a) complete work effort recording in Cross Application Timesheet System (CATS);(b) complete and maintain CATS in SAP ESS to record the actual level of effort performed by Specified Personnel; and(c) submit the CATS on a weekly basis to the relevant supervisor for approval for endorsement by the nominated delegate. <p>The seller must ensure that Specified Personnel adhere to the buyer's shut down periods as specified in the Collective Agreement (available online at www.health.gov.au) and Public Holidays.</p>
-------------------	--

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT (FOIA)
BY THE DEPARTMENT OF HEALTH (HAGELT)



Master Agreement and Comprehensive Terms and conditions (T&Cs)

1: Authority and Context

(Clause 2 of the Master Agreement)

This work order is issued by the Commonwealth of Australia as represented by the Department of Health and Aged Care (buyer) to 3T CONSULTING & SERVICES PTY LTD, 28632802245 (seller) in accordance with the Digital Marketplace Master Agreement 1 July 2019 which relates to the Digital Transformation Agency's Digital Marketplace Panel.

In accordance with clause 2 of the Master Agreement, this work order, once executed by both parties, will create a separate contract between the buyer and the seller on the terms of the Master Agreement and the terms specified in this work order.

Unless the context otherwise provides, defined terms used in this work order have the same meaning as given in the Definitions section of the Master Agreement.

The Comprehensive Terms do apply in addition to the Master Agreement and this Work Order. Nothing in the Comprehensive Terms or this Work Order between the seller and the buyer can override the terms of the Master Agreement between the seller and the BUY ICT – Digital Marketplace Panel, unless the terms are 'additional terms' (see clause 3 of the Master Agreement).

2: Policies and standards

Clause 6, 10 and 17 of the Master Agreement and clause 3, 19 and 22 of the Comprehensive Terms

Agreed T&Cs:	<p>The seller must, in supplying the services and deliverables, comply with, and ensure their personnel comply with the buyer's policies and procedures.</p> <p>The seller must ensure that their personnel uphold the values and behave in a manner that is consistent with the Australian Public Service Values and the APS Code of Conduct, as applicable to their work in connection with this Contract. The APS Values and Code of Conduct are contained in Part 3 of the <i>Public Service Act 1999</i> (Cth).</p>
-------------------------	--

3: Confidentiality undertaking and Conflict of Interest

Clause 16 and 18 of the Master Agreement

Agreed T&Cs:	<p>As stipulated in the separate Confidentiality Deed supplied as part of the Offer of Contract, to be signed and supplied to the buyer prior to commencement.</p> <p>Conflict of Interest declaration (Col)</p> <ul style="list-style-type: none">Completed prior to commencement of any Specified PersonnelCompleted upon significant changes if circumstances <p>Completed a Non-Disclosure Agreement (NDA)</p> <p>Completed prior to commencement of any Specified Personnel</p>
-------------------------	---



4: Security clearance

Clause 10 of the Master Agreement and clauses 15, 16, 17 and 18 of the Comprehensive Terms

Agreed T&Cs:	<p>Security Clearance</p> <p>The seller and Specified Personnel must comply with:</p> <ul style="list-style-type: none">• the security requirements detailed in the Australian Government Information Security Manual and the Commonwealth's Protective Security Policy Framework, each as amended or replaced from time to time;• any additional requirements advised by the buyer from time to time; and• the buyer may undertake any security checks it considers appropriate in relation to the seller and Specified Personnel. <p>If any Specified Personnel lose their security clearance or causes a security breach the buyer may, in its absolute discretion, direct the seller to remove the responsible Specified Personnel, and the seller must immediately comply with that direction.</p> <p>All nominated Specified Personnel must hold (or have the ability to obtain and maintain) a Baseline security clearance (minimum).</p> <p>The seller is responsible for any cost associated with obtaining the security clearance if the candidate does not currently hold the required clearance level for the role.</p> <p>All Specified Personnel must, (at their own cost), provide to the buyer a copy of a police check certificate (not greater than 6 months old) prior to their commencement.</p> <p>All Specified Personnel must, (at their own cost), provide to the buyer evidence of Australian Citizenship prior to their commencement.</p> <p>Any disclosable outcomes identified will require the buyer (prior to commencement) to conduct an assessment and approve the engagement before that person can perform any services under this work order.</p> <p>The buyer is unable to onboard without sighting the current police check certificate and proof of citizenship, and a failure to provide this may result in delays of the start of the engagement or a direction to the seller to propose an alternative person for approval by the buyer.</p> <p>Upon reasonable notice from the buyer, the seller must ensure that each of their personnel hold and maintain a security clearance at the level and for the period as notified by the buyer from time to time.</p>
-------------------------	---



5: Insurance

Clause 6 of the Master Agreement

Agreed T&Cs:	The seller must obtain and maintain the following insurances:	
	Type	Minimum limits
	Public liability insurance	\$10,000,000
	Professional indemnity insurance	\$5,000,000
	Workers compensation insurance	As required by Law
If requested by the buyer, the seller must provide current relevant confirmation of insurance documentation from their insurers or insurance brokers certifying that the seller has insurance as required by this work order and clause 6 of the Master Agreement.		

6: WGE compliance letter

Clause 27 of the Comprehensive Terms

Agreed T&Cs:	If the seller is a relevant employer, the seller must provide a current letter of compliance issued by the Workplace Gender Equality Agency within 18 months of the commencement of this work order and following this, annually to the buyer's representative.
-------------------------	---

7: Indigenous Procurement Policy

Agreed T&Cs:	<p>The seller must use reasonable endeavours to increase their:</p> <ul style="list-style-type: none">(a) purchasing from Indigenous enterprises; and(b) employment of Indigenous Australians, <p>in the provision of the deliverables. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor and use of Indigenous suppliers in the seller's supply chain.</p> <p>In this clause, "Indigenous enterprise" means an organisation that is 50 per cent or more Indigenous owned that is operating a business.</p>
-------------------------	--

9: Limitation of liability

Clause 25 of the Comprehensive Terms

Agreed T&Cs:	Liability cap will be equal to the total Work Order value (including any change orders) GST inclusive in aggregate.
-------------------------	---

10: Subcontracting

Clause 11 of the Master Agreement and 20 of the Comprehensive Terms

Agreed T&Cs:	Except as set out in this work order, you must not subcontract any aspect of the deliverables without obtaining the buyer's prior written consent. Additional terms and conditions can be found under clause 20 Subcontracting of the Comprehensive Terms.
-------------------------	--

11: Termination of Contract

23 of the Master Agreement

Without limiting any other rights or remedies the buyer may have, the buyer may terminate all or part of a



work order for any reason, by giving at least 5 business days' notice by email. Unless otherwise specified in the work order, the buyer must pay for any services and deliverables accepted before the date of termination.

The buyer will not be liable for consequential loss, or any other costs associated with the termination.

On receipt of the notice, Specified Personnel must stop work on the affected services and deliverables and follow any reasonable directions given by the buyer.

Without limiting any other rights or remedies the buyer may have, the buyer may terminate this work order if the seller is subject to an insolvency event. The seller must notify the buyer immediately if the seller is subject to an insolvency event.

12: Replacement of personnel

Item 9 of the Comprehensive Terms

Seller request for removal of Specified Personnel

The seller must not remove any Specified Personnel unless and until agreed by the buyer in writing, except when the removal arises as a result of the Specified Personnel's voluntary resignation, sickness or injury, or involuntary termination of employment for cause.

If any Specified Personnel are unavailable at any time, the seller must promptly advise the buyer, nominate a substitute with the appropriate availability, education, training, qualifications, and skills, and provide any information reasonably requested by the buyer about the Specified Personnel.

If the seller intends to remove any Specified Personnel in accordance with the paragraph above, it must provide the buyer with at least 20 business days' notice before the date on which the seller intends to remove the Specified Personnel (or, if the Specified Personnel is to be removed due to illness or involuntary termination for cause, as much notice as is reasonably possible) detailing:

- why the seller intends to remove the Specified Personnel.
- the proposed replacement Specified Personnel;
- the training the seller would provide the proposed replacement Specified Personnel.
- the proposed replacement Specified Personnel's résumé; and
- any other strategies the seller proposes to employ to minimise the effects of the removal of the Specified Personnel.

Any substitute Specified Personnel must be approved by the buyer. The buyer must not unreasonably withhold its approval of any substitute Specified Personnel, but it may give its approval subject to such conditions as it reasonably considers necessary, and the seller must comply with such conditions.

If the buyer does not approve any replacement Specified Personnel, the seller must, at the buyer's request, nominate further replacement Specified Personnel for the buyer's consideration.

The unavailability of any Specified Personnel at any time does not limit the seller's obligations under this work order.

Buyer request for replacement of Specified Personnel

The buyer may at any time request the seller to remove any Specified Personnel from providing the services and deliverables, including:

- if Specified Personnel fail to observe and conform to buyer policies and, if applicable, the buyer environment.
- if Specified Personnel fail to comply with any law, security, privacy, or confidentiality requirements.
- if Specified Personnel fail to comply with any workplace health and safety requirements specified in



the work order.

- if the buyer is of the opinion that standards, competence, or performance of any of your personnel falls below the standards, competence or performance required of your personnel under the work order; or
- to protect people or property.

If the seller is required to remove any Specified Personnel, the seller must immediately replace them with another appropriately qualified, competent, and experienced person approved by the buyer.

The seller will be responsible in providing replacement personnel CVs within the 10 business days. The seller must notify the DTDD Labour Hire team if they are unsuccessful in providing the replacement personnel CVs within the specified timeframe.

The buyer is not obliged to pay charges in relation to any Specified Personnel who the buyer or seller (as the case may be) has requested be removed from the date the Specified Personnel has ceased performing the services.

Any requirement to remove or replace any Specified Personnel, and the seller's inability to find a suitable replacement Specified Personnel, will not be taken to be an event beyond the reasonable control of the seller for the purposes of any performance relief under this work order. Nothing in this clause 12 limits the buyer's remedies in connection with the services.

13: Additional Terms

Clause 2 of the Master Agreement

Not Applicable

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT (FOIA)
BY THE DEPARTMENT OF HEALTH AND AGEING



Signing this work order means a contract is created between the buyer and seller as described in the [Master Agreement](#)

Buyer's Authorised Officer

s47F

Signature

Janine Bennett

Name

Acting Assistant Secretary

Position

15/05/2024

Date

Seller's Authorised Officer

s47F

Signature

s47F

Name

Director

Position

7/05/2024

Date



Attachment A – Rate Card

The charges for the hours performed by Specified Personnel must be charged using the rate card set out below:

Term	Specified Personnel	Hourly rate (GST exclusive)	GST Component	Maximum Work Effort (Hours)	Service Charges (GST exclusive)
1 July 2024 to 30 June 2025	s47F	s47			
1 July 2025 to 30 June 2026	s47F				
Sub-Total (Ex GST)					\$575,616.00
Add GST					\$57,561.60
TOTAL (Inc GST)					\$633,177.60

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH AND AGED CARE