

From: s47E(c), s47F
To: s47F
Cc: [HERALD, Russell](#)
Subject: RE: Doc from MMA - DoHAC Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll [SEC=OFFICIAL]
Date: Monday, 12 February 2024 8:38:26 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)
[image005.jpg](#)
[image006.jpg](#)
[image007.jpg](#)
[image008.png](#)
[image009.jpg](#)

Perfect, thanks s47F

From: s47F
Sent: Monday, February 12, 2024 6:11 PM
To: s47E(c), s47F @health.gov.au>
Cc: HERALD, Russell <Russell.Herald@health.gov.au>
Subject: RE: Doc from MMA - DoHAC Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll [SEC=OFFICIAL]
 Hi s47E(c), s47F
 Please find attached signed Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll. Could you review and let me know if this is satisfactory.

Thanks

s47F



s47F

s47F

P (02) 4944 2095

M s47F



cinchtransform.com.au

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From: s47E(c), s47F @health.gov.au>

Sent: Monday, February 12, 2024 9:38 AM

To: s47F HERALD, Russell

<Russell.Herald@health.gov.au>

Subject: RE: Doc from MMA - DoHAC Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll [SEC=OFFICIAL]

You don't often get email from s47E(c), s47F [@health.gov.au](mailto:s47F@health.gov.au). [Learn why this is important](#)

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Hey s47F

Thank you for reaching out! The department recently put in place a transitional contract with MMA to close out the project, and to fully transition any MMA administration at Whitehorse, while consideration was given by government to the next steps in the reform program. I asked MMA to get everyone involved in the work to sign the deed, this is part of best practice when it comes to procurement. The wording in the deed is standard wording based on this transitional contract.

You can always sign it and send it directly to me for our records. Give me a call, I'm happy to talk this through with you.

Many thanks,

s47E(c), s47F

s47E(c), - CHSP and Continence Policy
Home Support Operations Branch

Home and Residential Division | Ageing and Aged Care Group
Australian Government, Department of Health and Aged Care

T: s47E | E s47E(c), s47F [@health.gov.au](mailto:s47F@health.gov.au)

Location: Level 7, Sirius Building

GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health and Aged Care acknowledges First Nations peoples as the Traditional Owners of Country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to all Elders both past and present.

From: s47F

Sent: Friday, February 9, 2024 6:22 PM

To: HERALD, Russell <Russell.Herald@health.gov.au>

Cc: s47E(c), s47F [@health.gov.au](mailto:s47F@health.gov.au)

Subject: Doc from MMA - DoHAC Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll

Importance: High

REMINDER: Think before you click! This email originated from outside our organisation. Only click links or open attachments if you recognise the sender and know the content is safe.

Hi Russell,

As you are aware we have been trying to get final payment from MMA for the work we delivered in October 2023 under the future fit feasibility program.

I received a new form to sign from Lakshman (Miles Morgan Australia) yesterday which has the departments letterhead.

I searched for details of the form online however couldn't find any reference to this particular form.

I have the feeling MMA don't want to pay us for the work we delivered (I have had lots of hurdles, false promises and costs trying to get paid from MMA to date), my trust in them has diminished to the point I need to double check everything and we are being held to ransom.

I don't see how this form / project even relates to the Feasibility program and therefore outstanding payment however I don't disagree in assurance provided this is standard practice. While I don't agree with the wording in the Schedule – Deed Details point 3. Agreement (– the

transition to Newcastle has been nothing but disruptive) I dare not change the wording for fear of not being paid.

MMA have requested that if I do not sign this along with a number of other documents CINCH will not get paid.

Could you confirm there is no impediment if I sign the attached, for CINCH doing work with department DoHAC or any other Meals on Wheels organisation in the network in the future i.e. is the latest form and standard practice (if so I am happy to implement to my other clients).

Sorry to waste your time on this.

Many Thanks

s47F



s47F

s47F

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M

s47F



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Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll

For people who work for an Organisation that has an agreement with the Department

Background

- A. The Organisation contracts with the Department under the Agreement.
- B. I perform work for the Organisation and will be assisting in the performance of the Organisation's obligations under the Agreement.
- C. I provide the undertakings set out below in respect of my work under the Agreement.

Operative provisions

1. Definitions

In this deed:

Agreement means the document described in Item 3 of the Schedule.

Confidential Information means information that is:

- (a) by its nature confidential;
- (b) identified as confidential by the Department or the Organisation; or
- (c) information that I know or ought to know is confidential,

but does not include information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.

Conflict of Interest means any circumstance in which I have an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, my ability to perform work associated with the Agreement, fairly and independently.

Department means the Commonwealth of Australia represented by the Department of Health and Aged Care ABN 83 605 426 759.

I means the person named in Item 1 of the Schedule.

Information includes Confidential Information, Personal Information and Secret Information.

Organisation means the entity described in Item 2 of the Schedule.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Secret Information means information about an individual or organisation that is required to be kept secret by legislation administered by the Department (for example under the *Health Insurance Act 1973* (Cth) and the *National Health Act 1953* (Cth)).

2. Benefit of deed poll

I make this deed poll for the benefit of the Department and the Organisation.

3. Access to and disclosure of Information

I understand that:

- (a) in the course of performing work under the Agreement, I may receive or have access to Information, which I must protect from unauthorised use and disclosure;
- (b) I must not use or disclose the Information to any person except:
 - (i) in performance of the Agreement;
 - (ii) with the express written permission of the Department; or
 - (iii) where required by law or court order after notifying the Department;

- (c) if I disclose Information, I must make sure that any person with whom I share the Information has a “need to know” the Information and understands that the Information must be treated as confidential and that an offence could apply if the person further shares the Information; and
- (d) I must advise the Department and the Organisation immediately if I become aware of any unauthorised use or disclosure of the Information (including unauthorised access).

4. Deletion or delivery of Information

I acknowledge that:

- (a) the Department has obligations under the *Archives Act 1983* and that I must not delete the Department’s information unless in accordance with the Department’s policies; and
- (b) when requested by the Department or the Organisation, I must deliver or permanently and irreversibly delete, all Information in my possession or control using the methods and within the timeframes requested by the Department or the Organisation (whichever the case may be).

5. Declaring and managing Conflicts of Interest

- (a) I confirm that, to the best of my knowledge, as at the date of this deed, no Conflict of Interest exists or is likely to arise in my performance of the work associated with the Agreement except in relation to the Conflicts of Interest declared in Item 4 of the Schedule to this deed.
- (b) If a Conflict of Interest arises during the course of my work associated with the Agreement (whether directly or indirectly), or appears likely to arise, I understand that I must:
 - (i) immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest; and
 - (ii) take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- (c) I understand that I am required to complete and submit this deed annually to the Department for the duration of the period I am performing work under the Agreement.

6. Offence provisions

I understand that:

- (a) disclosure of the Information may be an offence under the *Crimes Act 1914* (Cth) and other laws; and
- (b) it is an offence under the *Criminal Code Act 1995* (Cth) to knowingly give false and misleading information to the Commonwealth or its officers or agents.

7. Indemnity

I agree to indemnify and hold harmless the Department and the Organisation against any claim, loss, liability or expense that the Department or Organisation reasonably incurs as a result of breach of this Deed poll.

8. Waiver

I understand that provisions of this deed may not be waived except in writing by the Department and / or the Organisation, whichever the case may be.

9. Survival

This deed will survive the termination, suspension or completion of the Agreement.

10. Applicable law

This deed will be governed by, and construed in accordance with, the law of the Australian Capital Territory.

Schedule – Deed Details

Item	Description	Details
1.	Details of person completing Deed Poll	<p>Name: s47F</p> <p>Physical address: s47F</p> <p>Phone: s47F</p> <p>Email: s47F</p>
2.	Organisation details	<p>Legal entity name: CINCH Finance Pty Ltd</p> <p>ABN: 83 169 965 397</p>
3.	Agreement	<p>Title: <u>Transitioning the Whitehorse Meals on Wheels operations to Newcastle Meals on Wheels</u></p> <p>Purpose: To partake in the transition of Whitehorse Meals on Wheels (WMoW) to Newcastle Meals on Wheels (NMoW) as part of the standard CHSP grant agreement. The Whitehorse pilot site was supported by Miles Morgan Australia and the operations need to transition data, systems and operations to NMoW as a key priority in order to prevent service disruptions.</p> <p>This transition project serves as a bridge between existing systems and new system, facilitating the transfer of operational procedures to NMoW staff and volunteers. These services are vital for the wellbeing of the clients / older Australians in the region, and any disruptions could have adverse impacts to their health, wellbeing, and overall quality of life.</p> <p>Program: Commonwealth Home Support Programme</p> <p>Date: 12 February 2024</p>
4.	Conflict of Interest Declaration	<p>I declare that I have the following Conflicts of Interest in relation to my work under the Agreement: <i>(Insert details below or insert 'Nil')</i></p> <p>NIL</p>

Execution

EXECUTED as a deed poll

SIGNED, SEALED and DELIVERED by,

s47F
[Redacted]

Name s47F
[Redacted]

Signature

12 Feb 2024

Date

s47F
[Redacted]

Name of witness (print)

s47F
[Redacted]

Signature of witness

12 Feb 2024

Date

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by the Department of Health, Disability and Ageing

From: [HERALD, Russell](#)
To: s47E(c), s47F
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[image004.jpg](#)
[image005.jpg](#)
[image006.jpg](#)
[image007.jpg](#)
[CINCH - Confidentiality and conflict deed -Transitioning Whitehorse MoW operations to Newcastle MoW.pdf](#)
Importance: High

I assume you are handling?

From: s47F
Sent: Friday, February 9, 2024 6:22 PM
To: HERALD, Russell
Cc: s47E(c), s47F
Subject: Doc from MMA - DoHAC Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll
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Sorry to waste your time on this.

Many Thanks

s47F

s47F

s47F

P (02) 4944 2095

M s47F



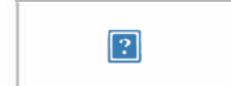
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I make this deed poll for the benefit of the Department and the Organisation.

3. Access to and disclosure of Information

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- (a) in the course of performing work under the Agreement, I may receive or have access to Information, which I must protect from unauthorised use and disclosure;
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- (b) it is an offence under the *Criminal Code Act 1995* (Cth) to knowingly give false and misleading information to the Commonwealth or its officers or agents.

7. Indemnity

I agree to indemnify and hold harmless the Department and the Organisation against any claim, loss, liability or expense that the Department or Organisation reasonably incurs as a result of breach of this Deed poll.

8. Waiver

I understand that provisions of this deed may not be waived except in writing by the Department and / or the Organisation, whichever the case may be.

9. Survival

This deed will survive the termination, suspension or completion of the Agreement.

10. Applicable law

This deed will be governed by, and construed in accordance with, the law of the Australian Capital Territory.

Schedule – Deed Details

Item	Description	Details
1.	Details of person completing Deed Poll	<p>Name: s47F</p> <p>Physical address:</p> <p>Phone:</p> <p>Email:</p>
2.	Organisation details	<p>Legal entity name: GOSOURCE PTY. LTD.</p> <p>ABN: 41 161 080 146</p>
3.	Agreement	<p>Title: <u>Transitioning the Whitehorse Meals on Wheels operations to Newcastle Meals on Wheels</u></p> <p>Purpose: The new ERP is currently being piloted in Whitehorse Meals on Wheels (WMoW) through a standard CHSP grant agreement with Newcastle Meals on Wheels (NMoW). The Whitehorse pilot site is being heavily supported by Miles Morgan Australia and the operations need to be transitioned to NMoW as a key priority in order to prevent service disruptions.</p> <p>This transition project serves as a bridge between existing systems and new system, facilitating a seamless transfer of operational procedures to NMoW staff and volunteers. These services are vital for the wellbeing of the clients/older Australians in the region, as any disruptions could have adverse impacts to their health, wellbeing, and overall quality of life.</p> <p>Program: Commonwealth Home Support Programme</p> <p>Date: 19 January 2024</p>
4.	Conflict of Interest Declaration	<p>I declare that I have the following Conflicts of Interest in relation to my work under the Agreement: <i>(Insert details below or insert 'Nil')</i></p> <p>Nil</p>

Execution

EXECUTED as a deed poll

SIGNED, SEALED and DELIVERED by

s47F

s47F

Name (print)

Name of witness (print)

s47F

s47F

Signature

Signature of witness

12/02/2024

12/02/24

Date

Date

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TRANSITION OUT PROJECT

PROJECT MANAGEMENT PLAN

Contents

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1. PURPOSE OF THIS DOCUMENT

This Project Management Plan (PMP) is the key planning document for transitioning the Whitehorse Meals on Wheels (WMOW) operations to Newcastle Meals on Wheels (NMOW), which:

- Provides clear definition of roles and responsibilities
- Encourages efficient use of resources through project prioritisation and integration
- Makes transparent the delivery of funded and any unfunded activities
- Provides better management of risk because the wider context is understood
- Defines stakeholder needs and communication
- Includes consideration of required transition activities and outcome measurement and reporting activities.

2. BACKGROUND

In 2021 Miles Morgan Australia (MMA) was engaged by the Department of Health and Aged Care (the Department) to undertake a business transformation and technology modernisation program for Meals on Wheels (MOW) providers.

In September 2022, the governance arrangements and portfolio of work was revised to provide a greater level of focus on, and engagement with, frontline service providers.

When Whitehorse City Council (WCC) notified the Department of their intention to relinquish their CHSP contracts, Miles Morgan Australia (MMA) was asked to support the transition of WCC's in-home meal delivery service to a not-for-profit entity following the Meals on Wheels ethos, gathering information on what effort is required to maximise client choice and high-frequent social contact in a sustainable way.

Whitehorse Meals on Wheels (WMOW) commenced operations in July 2023, as an outlet of Newcastle Meals on Wheels (NMOW). Since July 2023 MMA has been providing intensive support to prepare, establish and operate the WMOW service.

As MMA transitions out of WMOW, effort is required to prevent service disruptions.

The maintenance of WMOW services are vital for the wellbeing of the clients/older Australians in the region, as any disruptions could have adverse impacts to their health, wellbeing, and overall quality of life.

3. GOVERNANCE

Project governance refers to the set of policies, regulations, functions, processes, procedures, and responsibilities that define the establishment, management, and control of projects.

Project governance is a necessary part of project delivery. It provides the project team with the required internal controls, while externally, it reassures stakeholders that stated objectives will be met on time and on budget.

3.1 PROJECT GOVERNANCE PRINCIPLES

This Framework promotes the adoption and application of the following principles:

- Clearly defined governance structures, that respect the dynamic nature of operating environments, ensuring all project management activities **add value**
- Clearly defined roles and responsibilities within the project team, with a single point of accountability within MMA for project delivery
- A project management culture of improvement and frank disclosure of project information, including the recording and communicating of decisions made and open scrutiny of project delivery
- Engaging stakeholders at a level and in a way that reflects their importance to the client (identified through the project objectives), fosters trust and promotes project value.

3.2 PROJECT MANAGEMENT CULTURE

A positive and mature project management culture facilitates open communications on status and risk and builds accountability among project team members.

The characteristics of MMA's project management culture ensure our approach is always:



Focused – ensuring a coherent alignment between business objectives and project outputs and outcomes, assigning the right resources to get the job done



Efficient – utilising, tailoring, or enhancing existing capabilities before creating new ones, knowing when and how to re-orientate projects, keeping them fit-for-purpose



Effective – flex the focus where necessary over the lifecycle of programs and projects, delivering quick wins or added value wherever possible.

3.3 DEMONSTRATING GOOD GOVERNANCE AND CULTURE

Project Teams lead by MMA will strive to be:



Accountable – establishing clear lines of responsibility between the project team, the client, beneficiaries, and other stakeholders where they exist



Insightful – provide decision makers and colleagues with timely and accurate information and reporting that improves decision making



Client centric – A focus, across the project lifecycle, on collaboration, communication, and engagement with stakeholders at all levels



Disciplined – standardised project management artefacts and procedures, with stakeholders supported to understand how these activities work, and which tools, templates and approaches are used to support these activities



Accessible – proactive communication with all stakeholders, providing consistent and frequent progress reports and project performance assessments.

3.4 ROLES AND RESPONSIBILITIES

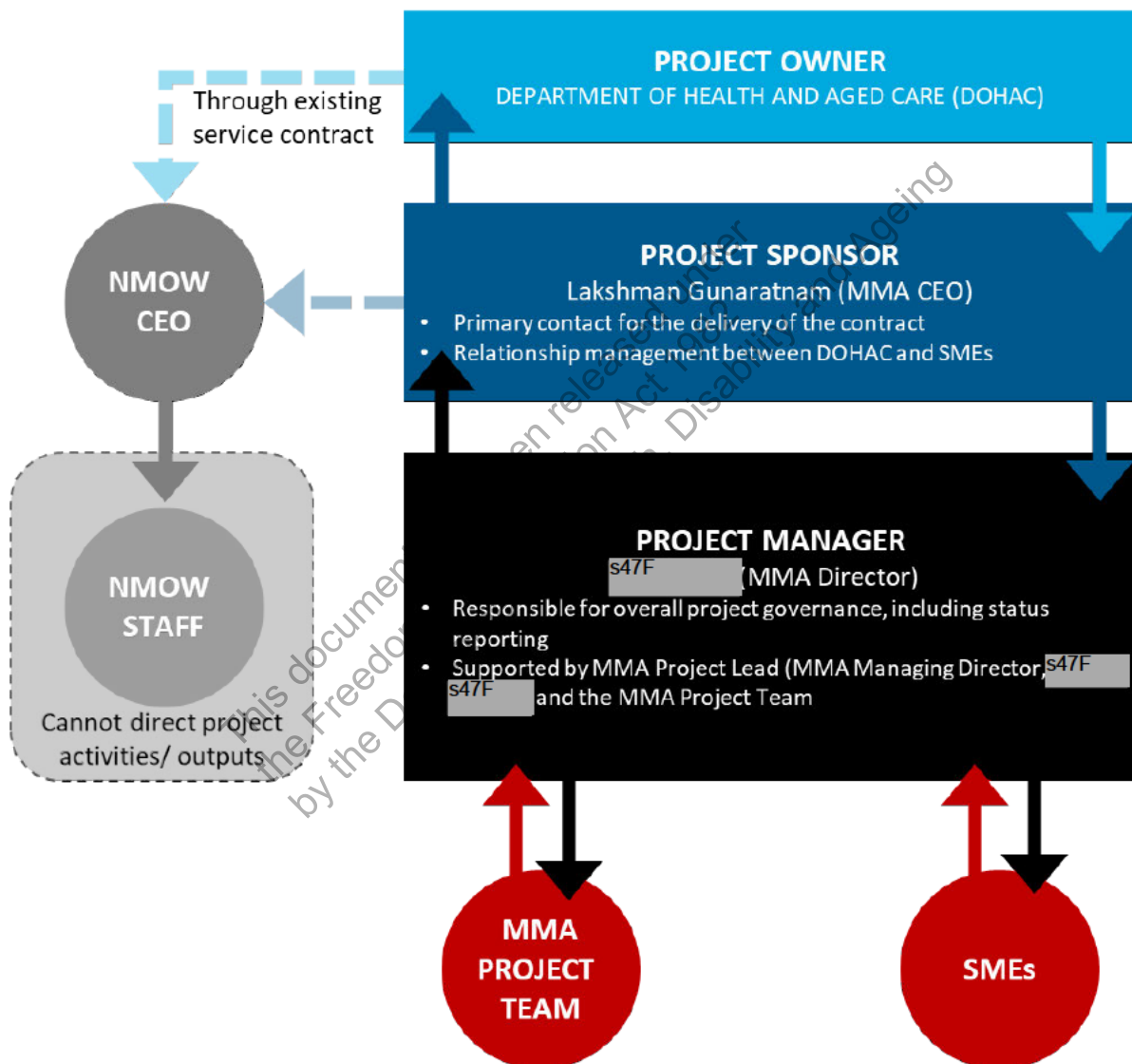
Project delivery will be in accordance with MMA's project management framework, as applied at the project level, and outlined below.

Role	Role description
Project Owner	<p>The Department is the Project Owner.</p> <p>The Project Owner will be responsible for:</p> <ul style="list-style-type: none"> • Providing strategic oversight • Provide guidance on resolution of issues impacting delivery • Direct and monitor activities through the Project Sponsor or directly with stakeholders as necessary • The Project Owner delegates the responsibility for day-to-day guidance and advice on the delivery of the transition to the Project Sponsor.
Project Sponsor	<p>MMA is the Project Sponsor.</p> <p>The role of the Project Sponsor is to ensure the work schedule is delivered in accordance with the conditions and requirements set out in MMA's contract with the Department.</p> <p>The Project Sponsor will be responsible for overall delivery, including:</p>

Role	Role description
	<ul style="list-style-type: none"> • Delivery of outputs • Management of delivery against subcontracted requirements (and the alignment of these requirements with project delivery) • Seeking advice on risks and issues as needed. <p>The Project Sponsor is also required to instruct the necessary contingency planning for projects where tolerances have been exceeded.</p> <p>Once initiated, contingency plans will be reported to the Project Owner.</p>
Project Manager	<p>MMA will assume the role of Project Manager to ensure accountability for project activities, including:</p> <ul style="list-style-type: none"> • Providing weekly reports to the Department (as per MMA's contractual requirements) • Identifying, monitoring and controlling dependencies across the project • Tracking project and scope variations and managing the change control process (including contract variations to be recommended to the Project Owner) • Resolving issues or escalating to the Project Sponsor. <p>The Project Manager will set critical path/s, seek authority to act, manage risks, monitor schedules & deliveries, report on achievements and lessons learnt.</p> <p>The Project Manager will be responsible for maintaining this PMP. Significant changes to the approved PMP will be managed according to the described change management procedures.</p> <ul style="list-style-type: none"> • Minor changes do not require a formal change request form and will be reflected in subsequent versions of the PMP. • Whether a change is major or minor in nature will be determined in accordance with the portfolio tolerances outlined in section 4.5 Project tolerances.

Role	Role description
Subject Matter Experts	Subject matter experts formally engaged by MMA to deliver specific tasks.

The following diagram shows how the project will operate within the project governance structure:



In accordance with MMA's contract with the Department, the primary point of contact is the NMOW CEO.

Generally, where discussion is required between MMA and NMOW for the purpose of outcome delivery, it will be managed by agreement between the Project Sponsor and NMOW CEO.

So as not to disrupt key on-ground operations at WMOW that may disrupt service delivery to clients, only the MMA staff specified in this PMP will participate in any planning, strategy or project management meeting relating to transition.

Operational staff employed by MMA will be available for WMOW-specific training and handover activities on-site only, and only to incoming NMOW staff who will have operational responsibility post-transition.

No NMOW staff, Board member or other individual operating on behalf of NMOW is to contact any MMA staff without the knowledge, and approval of at least the Project Sponsor, Project Manager or Project Lead.

4. PROJECT DELIVERY

4.1 SCOPE

The scope of work for the project includes all activities specified in the contract between the Department, and MMA:

- Support secure transition of data, including provision of data updates (as amended)
- Continue to provide client invoice, DEX and volunteer reimbursement data for WMOW for January and February
- Transition operations to business-as-usual (BAU) through development and provision to NMOW of standard operating procedures
- Transition overview report for the Department, in addition to the operational documents provided to NMOW as part of this project.

OUT OF SCOPE

The following activities are not included in the project scope of works:

- Operational cost for WMOW (meal suppliers, printing client onboarding materials, site cleaning etc)
- Operational training for NMOW staff (excluding provision of SOP materials and basic familiarisation with the site)
- Any NMOW business decisions that alter/ impact the business model, and therefore those aspects of the transition out process
- Invoicing, DEX or volunteer reimbursement activities related to any meal delivery runs after Friday 1 March 2024.

4.2 PRODUCT DESCRIPTIONS

The desired outcomes of the project are to:

- Transition WMOW operations to NMOW
- Support NMOW with appropriate resources and training, to allow the site to operate as business-as-usual
- Secure transfer of data, including provision of data updates (as amended).

Deliverables have been numbered for ease of cross-referencing in related project management artefacts. Some larger deliverables have also been broken down into sub-elements, with an additional letter added to the primary deliverable code.

As an example, the first deliverable is "Project preparation and kick-off" which has deliverable code of D01. This large deliverable has four sub-elements, the first of these being "execute agreements with subcontractors (CINCH Transform, GoSource, Cowell Clarke Commercial Lawyers)". This is sub-element "a" of D01, making the full code for this particular product "D01a". Not all deliverables have sub-element components.

Weekly progress reports required as part of project governance have not been included in the deliverable coding system.

The full list of deliverables, sub-elements and associated codes is included in the following table.

Milestone	Deliverable	Sub-element
M1	D01: Project preparation and kick-off	<ul style="list-style-type: none"> a. Execute agreements with subcontractors (CINCH Transform, GoSource, Cowell Clarke Commercial Lawyers) b. Liaise with relevant NMOW staff as directed by the NMOW CEO c. Organise and pay for relevant travel, accommodation for the NMOW CEO d. Develop a PMP for the Department which details the three milestones of the transition project.

Milestone	Deliverable	Sub-element
	D02: Support secure migration of operational data	<ul style="list-style-type: none"> a. Provide NMOW with full extract of client, volunteer and ordering data for investigation b. Ongoing assistance with the provision of data updates as required c. Continue to provide invoice, DEX report and volunteer reimbursement data to NMOW for service delivery in January and February.
M2	D03: Develop and execute standard operating procedures (SOP) for Whitehorse MOW (WMOW)	<ul style="list-style-type: none"> a. Standard checklist for onboarding WMOW staff b. Roles and responsibilities for key positions, standard operating procedures and task list as required c. How to undertake client onboarding and volunteer recruitment activities.
	D04: Provision of financial analysis from a broader MOW service provider base to inform: <ul style="list-style-type: none"> • A common Profit and Loss statement • A current cost base by service profile • Breakeven output price and client contributions for current operating models (based on unique meal definitions) • Current (as disclosed) infrastructure, gaps and maintenance requirements. 	

Milestone	Deliverable
M3	<p>D05: Develop a close out report detailing:</p> <ul style="list-style-type: none"> • Achievements and lessons learnt • Business model summary and lessons learnt with transitioning a CHSP meal service between providers • Approach to future exemplar sites • List of preparation activities for service transition (from existing provider to new provider) • Document index for materials developed for WMOW • Suggested resourcing requirements and governance arrangements.

4.3 DEPENDENCIES AND ASSUMPTIONS

Delivery of this project within the existing scope subject to the following dependencies.

- Transition timing is dependent on NMOW recruitment and the uploading of data into NMOW operating system/s (as amended)
- No change to the WMOW business model during the transition period that would have material impact on the deliverables of this contract.

The following assumptions are currently being made:

- This PMP is approved as the governing document for the project
- Any changes to the contract between the Department and MMA to reflect on-the-ground reality will be promptly agreed
- Subject matter experts (SMEs) will enter into subcontracting arrangements and will not require additional funds to deliver agreed tasks.

MMA will engage in constructive, good faith efforts to support these dependencies and assumptions – where feasible and within the scope of the contract. However, MMA cannot take responsibility for the decisions and governance of third-parties.

4.4 PROJECT SCHEDULE

A high-level project schedule has been developed to show the various project activities. This schedule will be maintained by the Project Manager and progress

updates included in all weekly status reports for oversight by the Project Sponsor and the Department.

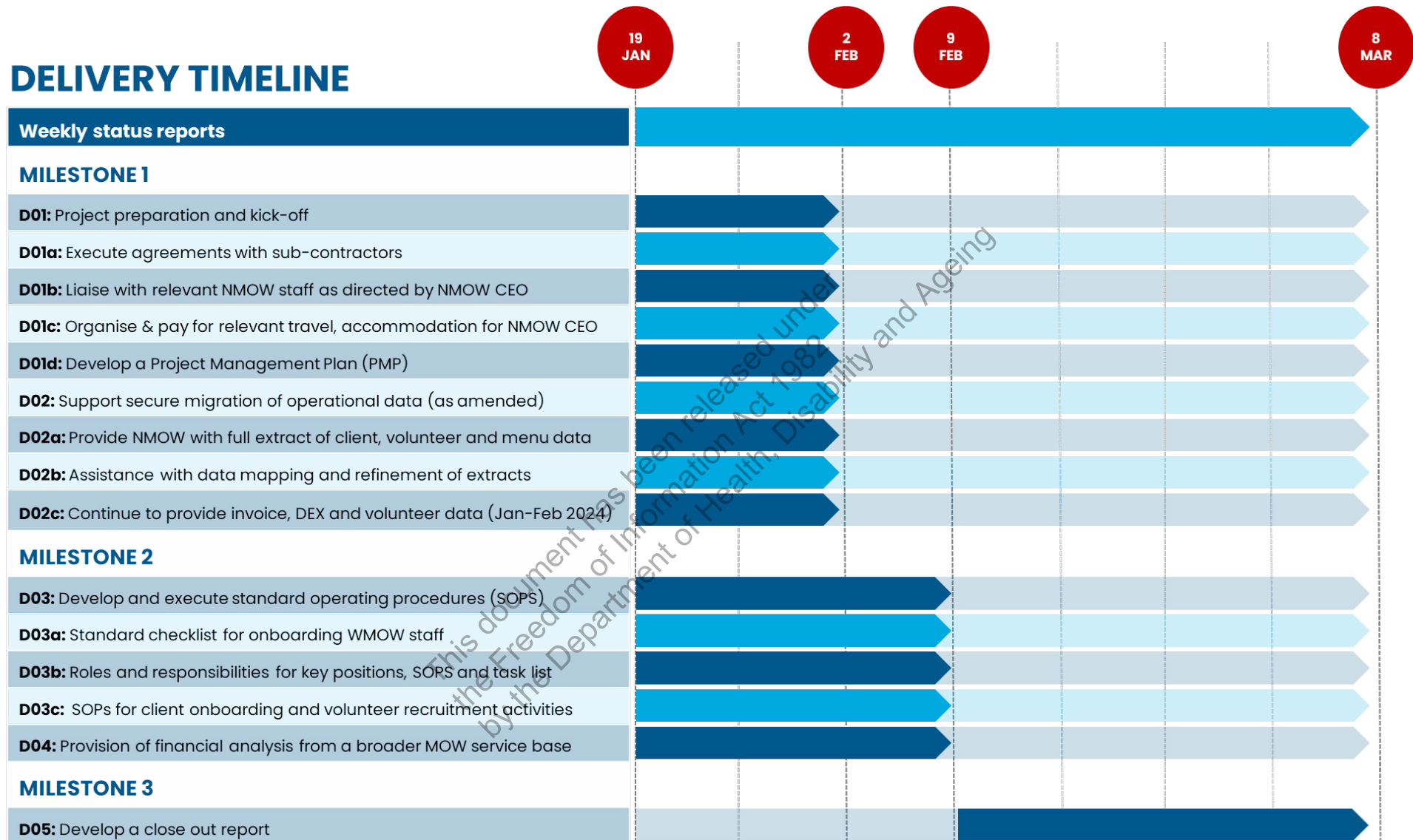
There are three project milestones in the project schedule:

- Milestone 1 – due 2 February 2024
- Milestone 2 – due 9 February 2024
- Milestone 3 – due 8 March 2024

The timeline below shows the forecast submission dates for each deliverable and sub-element in the project.

This document has been released under
the Freedom of Information Act 1982
by the Department of Health, Disability and Ageing

DELIVERY TIMELINE



4.5 PROJECT TOLERANCES

MMA will apply the tolerance and status ratings outlined below for reporting and management purposes.

Performance criteria	Measure definition	Status	Project status definition
Overall status	Overall performance of the project according to baselined characteristics and approved project documentation. For projects this is calculated based on issues, schedule and (where relevant) budget indicators.	RED	The project is experiencing significant issues and is currently off-track – that is exceeding approved tolerance levels. Urgent corrective action by the Project Owner and Project Sponsor is required to meet business objectives, or the project needs to be stopped or varied with the agreement of the Project Owner and all relevant stakeholders.
		AMBER	One or more of the project's performance measures (schedule/ budget/ issues/ scope) is at risk, however action is being taken to resolve this. Performance measures need to be escalated for consideration and possible intervention. Actions and/or directions need to be taken by the Project Sponsor to bring the project back within approved tolerance levels.
		GREEN	The project is performing to plan and is within approved tolerance levels with no additional support required.
Schedule	Measure the delivery of project activities against baselined milestones and deliverables required to deliver the project on time.	RED	The project is behind the baselined schedule and key milestones have been missed or are at risk of being missed. The variance is either above or below 15% of the total schedule.
		AMBER	The project is experiencing some delays against the baselined schedule. However key milestones are not at risk of being missed. The variance is either above or below 10 – 15% of the total schedule.
		GREEN	The project is progressing according to the baselined schedule. Schedule variance is either above or below 10% of the total schedule.

Performance criteria	Measure definition	Status	Project status definition
Budget	Measures the variation in the expected total project cost against the approved baselined budget.	RED	The project is forecasted to incur costs that are either above or below the agreed budget by 10%.
		AMBER	The project is forecasted to incur costs that are either above or below the agreed budget by a range of 5 – 10%.
		GREEN	The project is forecasted to incur costs that are either above or below the agreed budget by less than 5%.
Scope	Measures the extent to which a project can deliver the desired products, which are fit-for-purpose.	RED	There will be a significant change in the project scope from the original business case or from the scope agreed with the Project Sponsor. The revised scope will need to be put to the Project Owner, together with the financial/ schedule/ risk/ dependency impacts for approval.
		AMBER	There are likely to be moderate/ minor changes in the project scope from the original business case or as agreed with the Project Sponsor. A change request may need to be approved and the scope re-baselined.
		GREEN	The project scope remains in line with the business case or as agreed with the Project Sponsor.
Risk	Measures the management and mitigation of potential factors that may adversely affect the successful completion of the project.	RED	The project has one or more risks that threaten to have an 'extreme' impact upon the schedule, budget and/ or the ability of the project to deliver the expected benefits. Additional support is required from the Project Owner or Project Sponsor as they cannot be managed solely by the project team.
		AMBER	The project has one or more risks rated as having a 'high' impact upon the schedule, budget and/ or the ability of the program to deliver the expected benefits. Escalation to the Project Sponsor has occurred for consideration and possible intervention.

Perform- ance criteria	Measure definition	Status	Project status definition
		GREEN	The program has only risks that threaten to have either no impact or a 'low/ medium' impact only upon the schedule, budget and/ or the ability of the project to deliver the expected benefits. These are being managed and controlled by individual project teams.
Issues	Measures the extent to which unanticipated events have happened, impacting the project's ability to successfully deliver.	RED	The project is encountering one or more issues that are significantly impacting upon the schedule, budget and/ or the ability of the project to deliver the expected benefits. Additional support is required by Project Owner or Project Sponsor to resolve key issues as they cannot be managed solely by a project team.
		AMBER	The project is encountering one or more issues that are moderately impacting upon the schedule, budget and/ or the ability of the program to deliver the expected benefits. These are being managed and have been escalated for consideration and possible intervention by the Project Sponsor.
		GREEN	The project is encountering either no issues, or only issues that are having a minor impact upon the schedule, budget and/ or the ability of the project to deliver the expected benefits. These are being managed and controlled by the project team.
KPI (outcomes/ benefits)	Measures the project's ability to deliver against KPIs and expected outcomes	RED	Outcomes are not articulated and KPIs are not established. The project is off track to deliver the expected outcomes.
		AMBER	Outcomes are articulated but KPIs are not established. The project is not tracking KPIs or only partially delivering expected outcomes.
		GREEN	Outcomes are articulated and KPIs are established. The project is tracking KPIs and is delivering expected outcomes.

5. METHODOLOGY

MMA's project management methodology is based on a waterfall approach, where activities are broken down into distinct, sequential phases. This approach has been adopted due to the dependant relationships of key tasks, where one set of activities must be completed as key inputs for later activities.



INITIATE – In this phase MMA will brief stakeholders on the overall project goal, set teaming arrangements, and establish key points of contact.



PLAN – In this phase MMA will clarify RACI, share a detailed project schedule and commence reporting. This phase may result in refinements to scope.



DELIVER – In this phase MMA will build, adapt, manage, communicate, and implement the project.



ADOPT – In this phase MMA will manage transition to business as usual, and any procedural or cultural change that it requires to reach the outcomes and benefits.



ASSESS – In this phase MMA will document successes (including key metrics), summarise lessons, and provide insights for continuous improvement.

This methodology is supported by the use of standard project management artefacts including:

- Project management plan (this document)
- Project schedule
- Risk register
- Progress/status reports
- Project stakeholder engagement and communications plan (including change management where necessary).

These artefacts will be held and maintained by the Project Manager.

5.1 QUALITY ASSURANCE

Quality Assurance (QA) aims to ensure that the project's outcomes meet or exceed the expectations of the stakeholders.

QA is a key component of this PMP with an emphasises on efficiency, accuracy and client satisfaction. For the purposes of quality assurance, our client is the Department.

QA METRICS

Given the time constraints intrinsic to the project, quality will be assessed against process and client satisfaction measures. In terms of efficiency, we will strive to deliver the project milestones within the timeframes outlined in this PMP and within the scope as defined in the contract. In terms of client satisfaction, the deliverables will go through a systematic process of review.

The following QA metrics are established to facilitate the delivery of the project in a way that meets the standards of the Department:

- **EFFICIENCY** – Achieve a minimum of 90% adherence to the project schedule (as amended)
- **CLIENT SATISFACTION** – Attain satisfaction with at least 90% of the deliverables, as measured by post-delivery feedback.

QA PROCESS

The project will have two types of quality assurance process in line with the selected metrics. In terms of timeframes a weekly report will be prepared and provided to the Department, highlighting schedule and scope variations.

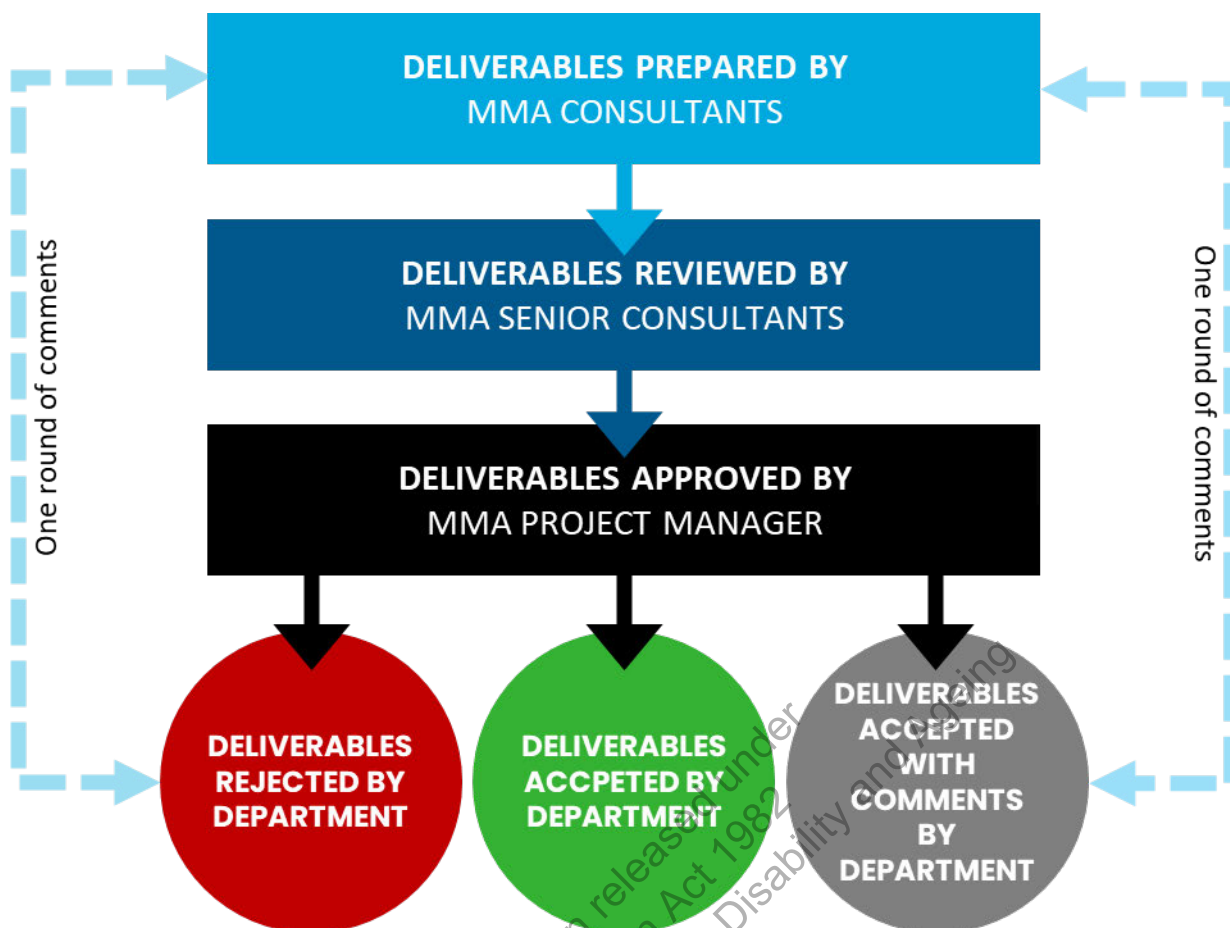
The risk register will be monitored and reported weekly, along with the schedule and scope variations, ensuring that mitigation measures are applied and issues are addressed proactively.

The second type quality assurance strategy is document control, which aims to ensure that all project documentation is accurate, up to date and accessible to team members and stakeholders. This includes a strict process of approval and review, and strict version control protocol ensuring that revisions are properly tracked and communicated. All project team members are responsible for adhering to the document control procedures.

All documents will be subject to version control. Each revision will be recorded with a version number, date and author or reviewer, ensuring that the most current version of any document is readily identifiable.

In terms of review and approval all key project documents will undergo a review and approval process before being issued.

The review process is outlined on the next page.



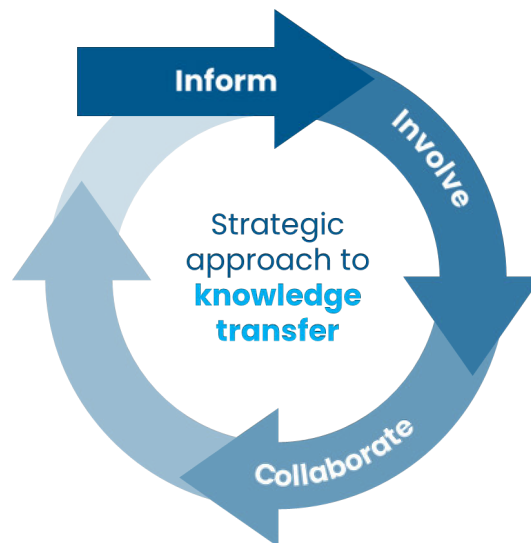
Given the time constraints on the project, the Department is to be updated on the progress of each deliverable as part of the weekly status report and once the deliverable is provided to the Department it has five business days to return it for one round of comments that will be responded within five business days.

QA TRANSPARENCY

A systematic approach will be used for communicating quality-related information:

- **FREQUENCY** – Quality updates will be communicated on a weekly basis as part of the status report.
- **CHANNELS** – Communication will occur via email updates, weekly meetings and the status report.
- **STAKEHOLDERS** – The stakeholder engagement plan has identified key stakeholders that will receive detailed reports provided by the project management team.

5.2 KNOWLEDGE TRANSFER APPROACH



MMA will follow the knowledge transfer approach outlined in this section and detailed in the stakeholder engagement plan (see section 8 below).

- **INFORM** – Provide relevant background and contextual information to reach an agreed baseline of what knowledge is needed and by whom.

For knowledge transfer to be successful, recipients must be engaged, have time to digest and open to receiving new information.

- **INVOLVE** – Create the opportunity for the information recipient to integrate new knowledge into their own decision-making processes, owning the outcome of the future state from the earliest possible point in time.

For knowledge transfer to be successful, recipients must accept additional roles and responsibilities and not delegate back to the information holders.

- **COLLABORATE** – Create a shared responsibility at the point of decision making and create feedback loops to project managers, owners and sponsors so that activities can be adjusted (where possible) to better support knowledge transfer and/or timeframes, scope or budgets adjusted.

For knowledge transfer to be successful, it is important for decision making to be delegated to the relevant people within the usual span of control and not centralised (unless this is standard business practice).

- **EMPOWER** – Create an environment where knowledge holders can try, test and fail, knowing that 'adoption' will always require refinement to suit individual circumstances, business cultures and operating environments.

For knowledge transfer to be successful, the handover of decision making cannot be left to the last possible moment.

6. PROJECT RESOURCING

6.1 BUDGET OVERVIEW

Milestone	Deliverables	Budget (ex GST)
Milestone 1: Project kick-off, planning (as amended)	D01: Project preparation and Kick-off	\$613,771. 47
	D02: Support secure migration of operational data	
Milestone2: Transition to Business as Usual	D03: Develop and execute standard operating procedures	\$613,771. 47
	D04: Provision of financial analysis from a broader MOW service provider base	
Milestone 3: Finalise transition and document handover to NMOW	Develop a close out report	\$306,885.74
Total (exclusive of GST)		\$1,534,428.68
Total (including GST)		\$1,687,871.55

All travel costs and related expenses are included in the overall budget. BAU travel for the NMOW CEO and NMOW staff are not covered by this contract. All meeting costs and related expenses are included in the overall budget.

Expenditure tracking and budget reviews are scheduled fortnightly with the Portfolio Sponsor, or more frequently if tolerance levels are being impacted.

6.2 RESOURCING REQUIREMENTS

MMA will enter into subcontracting arrangements with suitable SMEs to support transition outcomes.

Arrangements with existing SMEs approved by the Department include:

Subcontractor	ABN	Role
GoSource	41 161 080 146	<ul style="list-style-type: none"> Assistance with secure data extraction and the provision of data updates (as amended) Primary focus on Milestone 1 with support to Milestone 2 (as required) and Milestone 3

Subcontractor	ABN	Role
CINCH Transform	83 169 965 397	<ul style="list-style-type: none"> • Desktop audit results for from a broader range of MOW services, to inform future analysis • Analytics performed and supporting data for the presentation given in Canberra • Standardised P&L template (blank) • Standardised P&L template populated with data from a broader range of MOW services, to inform future analysis
Cowell Clarke Commercial Lawyers	17 631 601 397	<ul style="list-style-type: none"> • Continued provision of requisite governance support and specific legal advice to enable tech adoption in accordance with the principles agreed with MOWA and the State Associations (Milestones 1 to 3).

MMA will seek the written approval of the Department prior to engaging any further subcontractors should the support of additional SMEs become necessary during the life of the project.

Resourcing requirements will be documented and managed by the Project Manager and reported to the Project Sponsor on a fortnightly basis, or more frequently if tolerance levels are being impacted.

7. RISK AND ISSUE MANAGEMENT

7.1 WHAT IS A RISK?

A risk is defined as: *An uncertain event, which if it occurs, will have an effect on the project, the client, or key stakeholders.*

Uncertain events can have either a positive or a negative effect. However, for the purpose of this document the management processes described will solely focus on dealing with risks that could have a negative impact.

7.2 RISKS OR ISSUE?

A risk is not an issue.

An issue is defined as: *Any functional, technical, or service-related event that arises requiring a satisfactory resolution for the operation of the service or project.*

An issue is known to have already occurred and needs an immediate resolution whereas a risk has the potential to occur. A risk, if not treated, may evolve into an issue.

7.3 PROCESS OVERVIEW

The elements of the risk management procedures and practices require the following key processes:

- Communication and consultation
- Establishing the context
- Risk assessment (including identification and analysis)
- Risk treatment and
- Monitoring and review.

The project manager will have responsibility for risk management, including keeping the project risk register up to date, and communicating any risks or issues that exceed tolerances defined in section 4.5 Project tolerances.

The risk register includes details of the risk identification and assessment process, including identifying risk owners, controls, estimates of impact and likelihood and impact, and an assessment of consequences.

The risk impact and likelihood are expressed in a form of relative (descriptive) ratings.

The impact ratings and their meaning:

Name	Impact rating	Description
Severe	5	Would stop achievement of functional goals/ objectives
Major	4	Would threaten functional goals/ objective(s)
Medium	3	Requires significant adjustment to overall function to achieve objective(s)
Low	2	Would threaten an element of the function and would require some adjustment to achieve objective(s)
Trivial	1	Lower consequence to achievement of objectives

The likelihood ratings and their meaning:

Name	Impact rating	Description
Almost certain	5	An event is expected to occur in most circumstances
Likely	4	An event will probably occur in most circumstances
Possible	3	Could occur at some time
Unlikely	2	Not expected to occur
Rare	1	Exceptional circumstances only

The risk rating is derived from the estimated impact and likelihood, ranked according to a matrix. MMA uses the following risk assessment matrix:

RISK ASSESSMENT MATRIX			LIKELIHOOD				
			RARE	UNLIKELY	POSSIBLE	LIKELY	ALMOST CERTAIN
			Exceptional circumstances only	Not expected to occur	Could occur at some time	Will probably occur in most circumstances	Expected in most circumstances
CONSEQUENCE	SEVERE	Would stop achievement of functional goals/objectives	High	High	Extreme	Extreme	Extreme
	MAJOR	Would threaten functional goals/objective(s)	Medium	Medium	High	High	Extreme
	MODERATE	Requires significant adjustment to overall function to achieve objective(s)	Medium	Medium	Medium	High	High
	MINOR	Would threaten an element of the function and would require some adjustment to achieve objective(s)	Low	Medium	Medium	Medium	High
	TRIVIAL	Lower consequence to achievement of objectives	Low	Low	Low	Medium	Medium

The risk ratings and their meaning are:

- **EXTREME** – immediate Project Sponsor involvement is required, to actively prevent the risk occurring, to reduce the impact or both. The risk profile must be reported to the Project Owner.
- **HIGH** – Project Sponsor involvement will be required to actively prevent the risk from occurring, to reduce the impact or both. The risk must be reported to Project Owner.
- **MEDIUM** – Project team accepts the risk or manage it by routine project management procedures.
- **LOW** – Project team monitor this risk, with a focus on the application of any risk controls, treatments, or mitigation strategies.

7.4 RISK TREATMENT

Treatment of risk involves selecting one or more options for modifying the risk or managing the risk to a status acceptable within the risk tolerance of the project. This will generally include developing and implementing specific strategies and action plans.

Risk treatment recognises that elimination of risk is not always possible or desirable aiming instead to drive the risk as low as is reasonably practicable or achievable thereby achieving a balance between the cost of managing the risk and the cost should the risk be realised.

Risk is then reassessed providing an assessment of the residual risk – the level of risk with controls and treatments in place.

Typical strategies for treatment of financial or sustainability risks include:

- **Tolerate or retain or ACCEPT:** This strategy is adopted for risks where the impact and likelihood cannot be further reduced by practical, realistic means.

The risk is accepted as part of delivering the project. Acceptance may require establishment of a contingency reserve (time, money or resources).

- **Treat or REDUCE:** Mitigation involves taking action to reduce the impact or likelihood of risk event to an acceptable level.

MMA's project teams focus on implementing measures that reduce the risk (be that impact, likelihood or both). All mitigation activities require active management and frequent review.

- **Transfer or SHARE:** This involves the transparent transfer of risk ownership (in whole or part) to a party external to the project.

Where the risk either exists outside of the project context and has a greater impact on other business activities, the risk treatment is better transferred or shared.

- **Terminate or AVOID:** This involves changing project plans or business activities to eliminate the threat posed by the risk.

Primary is to stop doing whatever is causing the risk. This treatment can lead to other issues or reduce opportunities.

8. STAKEHOLDER ENGAGEMENT

8.1 ENGAGEMENT OBJECTIVES

- Transition operations and provide time-boxed support to allow the site to operate as business-as-usual
- Secure transfer of data, including provision of data updates (as amended).

8.2 KEY STAKEHOLDERS

MMA has identified the key stakeholders for the project. Criteria for identifying key stakeholders include:

- Will the person or their organisation be directly or indirectly affected by the project?
- Does the person or their organisation hold a position from which they can influence the project?
- Does the person or organisation have an impact on the project's resources (material, personnel, funding)?
- Does the person or their organisation have any special skills or capabilities the Project will require?
- Does the person or organisation potentially benefit from the project or are they able to resist this change?

Key stakeholders have then had their level of engagement and level of influence mapped according to the criteria:

LEVEL OF ENGAGEMENT

- **LEADING** – Aware of the project's impact and is actively involved
- **SUPPORTING** – Aware of the project's impact and supports the project
- **NEUTRAL** – Aware of the project's impact but neither resists nor supports the project

- **RESISTANT** – Aware of the project's impact but resists change
- **UNAWARE** – Doesn't know about the project or its impact

LEVEL OF INFLUENCE

- **VERY HIGH** – Has a significant amount of control over key project decisions
- **HIGH** – Often part of the decision-making process
- **MEDIUM** – May cause others to take action. Has no formal, direct decision-making power in the project
- **LOW** – May offer opinions on decisions and express concerns. However, views and ideas of these stakeholders may or may not be taken into consideration in decision-making.
- **VERY LOW** – May engage in the project when they desire, but they won't have any control or influence over decisions.

8.3 ENGAGEMENT PLAN

Stakeholder	Engagement level	Influence level	Reason for engagement	Engagement mechanism and frequency
Department of Health and Aged Care	Leading	Very high	Funders of both the transition project, and of NMOW.	Weekly status report. Email and meetings as required.
NMOW CEO	Leading	High	Responsibility for service delivery and quality. Must be able to ensure service continuity.	Minimum weekly briefing with Project Sponsor. Email and meetings as required.
NMOW transition team	Neutral	Low	Report to NMOW CEO. Support transition to BAU activities.	Emails, weekly meetings. Engagements only with NMOW CEO present and/or consent.

Stakeholder	Engagement level	Influence level	Reason for engagement	Engagement mechanism and frequency
MMA staff currently supporting WMOW services	Supporting	Low	<p>Directly impacted by transition of operations to NMOW.</p> <p>Operational and site knowledge to share with incoming NMOW operational staff.</p>	<p>Daily briefings with Project Manager.</p> <p>Direct engagement with NMOW staff on the ground.</p> <p>Additional contact with NMOW transition team if required and only with MMA Managing Director present and/ or consent.</p>
SMEs engaged in project work	Supporting	Medium	<p>Engaged to directly contribute to achievement of project outcomes.</p>	<p>Emails, meetings, letters of engagement.</p> <p>Engagement mechanisms and frequency will vary depending on phase and needs of the project.</p>
New NMOW staff responsible for WMOW services	Neutral	Medium	<p>Engaged to directly contribute to achievement of project outcomes.</p>	<p>Primary source of operational and site knowledge will be MMA staff on the ground.</p> <p>Knowledge transfer through shadowing and documented processes.</p>

Stakeholder	Engagement level	Influence level	Reason for engagement	Engagement mechanism and frequency
WMOW volunteers	Neutral	Medium	<p>Introductions to new staff (farewell to staff departing). May require updates on any changes in day-to-day admin processes.</p> <p>Maximise volunteer retention and satisfaction through clear updates.</p>	<p>Email, noticeboard, face-to-face introductions.</p> <p>Engagement as needed, primarily at points of new NMOW staff onboarding, and in advance of any changes to admin requirements.</p>
WMOW clients	Unaware	Medium	<p>Beneficiaries of service.</p> <p>Maintain open lines for feedback to identify any impacts on service quality, and implement appropriate actions to rectify.</p>	<p>Existing client feedback mechanisms.</p> <p>Engagement primarily driven by client contact and needs.</p> <p>Weekly satisfaction surveys to continue for project duration.</p>
WMOW meal suppliers	Neutral	Low	<p>Ensure continuity of meal supply via effective and early updates to any changes in communication channels and introductions to incoming NMOW staff at WMOW.</p>	<p>Email, meetings with NMOW CEO, service agreements.</p> <p>Engagements align with development of new WMOW menu in early February.</p>

DOCUMENT CONTROL

This PMP is a living document and will be updated as needed to adapt to project changes and evolving stakeholder needs. It serves as a cornerstone of our commitment to delivering high-quality results that meet and exceed expectations.

REVISIONS:

VERSION CONTROL REVISION HISTORY			
Version	Date	Modified by	Changes made / review history
0.1	02/02/2024	MMA	Document creation

This document has been released under
the Freedom of Information Act 1982
by the Department of Health, Disability and Ageing

From: s47E(c),
To: s47E(c), s47F
Cc: s47E(c), s47F
Subject: Confidentiality and conflict deed for the new MMA contract [SEC=OFFICIAL]
Date: Friday, 2 February 2024 2:29:12 PM
Attachments: [image003.png](#)
[Confidentiality and conflict deed -Transitioning Whitehorse MoW operations to Newcastle MoW MMA.pdf](#)
[Confidentiality and conflict deed -Transitioning Whitehorse MoW operations to Newcastle MoW CINCH.pdf](#)
[Confidentiality and conflict deed -Transitioning Whitehorse MoW operations to Newcastle MoW GOSOURCE.pdf](#)

Hi s47E(c), s47F

Can you please send the below and attached to MMA?

As part of the contract we require a confidentiality and conflict deed for all staff working on the project.

Please find attached the deed for MMA specified personnel to complete. When completing the deeds, each person needs to complete a deed individually and follow the instruction below:

1. Complete Item 1 of the Schedule (page 3)
2. Make declarations as necessary in Item 4 of the Schedule (including Nil if no conflicts) (page 3)
3. Sign the execution block (page 4)

In addition, please find attached deeds for CINCH Transform and GoSource staff who are working on this project. Can you please pass on these deeds to your subcontractors as well as the instructions for completing the deeds?

Can you please have all deeds back to us by COB 14/2/24 or earlier if possible?

Kind regards

s47E(c), s47F

Assistant Director – CHSP and Continence Policy Section

Home Support Operations Branch | Home and Residential Division | Ageing and Aged Care Group
 Australian Government, Department of Health and Aged Care

T: 02 s47E(c), s47F | E: s47E(c), s47F [@health.gov.au](mailto:s47E(c), s47F@health.gov.au)

The Department of Health and Aged Care acknowledges First Nations peoples as the Traditional Owners of Country throughout Australia, and their continuing connection to land, sea and community. We pay our respects to them and their cultures, and to all Elders both past and present.



Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll

For people who work for an Organisation that has an agreement with the Department

Background

- A. The Organisation contracts with the Department under the Agreement.
- B. I perform work for the Organisation and will be assisting in the performance of the Organisation's obligations under the Agreement.
- C. I provide the undertakings set out below in respect of my work under the Agreement.

Operative provisions

1. Definitions

In this deed:

Agreement means the document described in Item 3 of the Schedule.

Confidential Information means information that is:

- (a) by its nature confidential;
- (b) identified as confidential by the Department or the Organisation; or
- (c) information that I know or ought to know is confidential,

but does not include information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.

Conflict of Interest means any circumstance in which I have an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, my ability to perform work associated with the Agreement, fairly and independently.

Department means the Commonwealth of Australia represented by the Department of Health and Aged Care ABN 83 605 426 759.

I means the person named in Item 1 of the Schedule.

Information includes Confidential Information, Personal Information and Secret Information.

Organisation means the entity described in Item 2 of the Schedule.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Secret Information means information about an individual or organisation that is required to be kept secret by legislation administered by the Department (for example under the *Health Insurance Act 1973* (Cth) and the *National Health Act 1953* (Cth)).

2. Benefit of deed poll

I make this deed poll for the benefit of the Department and the Organisation.

3. Access to and disclosure of Information

I understand that:

- (a) in the course of performing work under the Agreement, I may receive or have access to Information, which I must protect from unauthorised use and disclosure;
- (b) I must not use or disclose the Information to any person except:
 - (i) in performance of the Agreement;
 - (ii) with the express written permission of the Department; or
 - (iii) where required by law or court order after notifying the Department;

- (c) if I disclose Information, I must make sure that any person with whom I share the Information has a "need to know" the Information and understands that the Information must be treated as confidential and that an offence could apply if the person further shares the Information; and
- (d) I must advise the Department and the Organisation immediately if I become aware of any unauthorised use or disclosure of the Information (including unauthorised access).

4. Deletion or delivery of Information

I acknowledge that:

- (a) the Department has obligations under the *Archives Act 1983* and that I must not delete the Department's information unless in accordance with the Department's policies; and
- (b) when requested by the Department or the Organisation, I must deliver or permanently and irreversibly delete, all Information in my possession or control using the methods and within the timeframes requested by the Department or the Organisation (whichever the case may be).

5. Declaring and managing Conflicts of Interest

- (a) I confirm that, to the best of my knowledge, as at the date of this deed, no Conflict of Interest exists or is likely to arise in my performance of the work associated with the Agreement except in relation to the Conflicts of Interest declared in Item 4 of the Schedule to this deed.
- (b) If a Conflict of Interest arises during the course of my work associated with the Agreement (whether directly or indirectly), or appears likely to arise, I understand that I must:
 - (i) immediately notify the Department in writing of the Conflict of Interest making a full disclosure of all relevant information relating to the Conflict of Interest; and
 - (ii) take such steps as the Department may reasonably require to resolve or otherwise deal with that Conflict of Interest.
- (c) I understand that I am required to complete and submit this deed annually to the Department for the duration of the period I am performing work under the Agreement.

6. Offence provisions

I understand that:

- (a) disclosure of the Information may be an offence under the *Crimes Act 1914* (Cth) and other laws; and
- (b) it is an offence under the *Criminal Code Act 1995* (Cth) to knowingly give false and misleading information to the Commonwealth or its officers or agents.

7. Indemnity

I agree to indemnify and hold harmless the Department and the Organisation against any claim, loss, liability or expense that the Department or Organisation reasonably incurs as a result of breach of this Deed poll.

8. Waiver

I understand that provisions of this deed may not be waived except in writing by the Department and / or the Organisation, whichever the case may be.

9. Survival

This deed will survive the termination, suspension or completion of the Agreement.

10. Applicable law

This deed will be governed by, and construed in accordance with, the law of the Australian Capital Territory.

Schedule – Deed Details

Item	Description	Details
1.	Details of person completing Deed Poll	<p>Name: s47F</p> <p>Physical address: s47F</p> <p>Phone: s47F</p> <p>Email: s47F @milesmorgan.com.au</p>
2.	Organisation details	<p>Legal entity name: Miles Morgan Australia Pty Ltd</p> <p>ABN: 11 081 037 005</p>
3.	Agreement	<p>Title: <u>Transitioning the Whitehorse Meals on Wheels operations to Newcastle Meals on Wheels</u></p> <p>Purpose: The new ERP is currently being piloted in Whitehorse Meals on Wheels (WMoW) through a standard CHSP grant agreement with Newcastle Meals on Wheels (NMoW). The Whitehorse pilot site is being heavily supported by Miles Morgan Australia and the operations need to be transitioned to NMoW as a key priority in order to prevent service disruptions.</p> <p>This transition project serves as a bridge between existing systems and new system, facilitating a seamless transfer of operational procedures to NMoW staff and volunteers. These services are vital for the wellbeing of the clients/older Australians in the region, as any disruptions could have adverse impacts to their health, wellbeing, and overall quality of life.</p> <p>Program: Commonwealth Home Support Programme</p> <p>Date: 19 January 2024</p>
4.	Conflict of Interest Declaration	<p>I declare that I have the following Conflicts of Interest in relation to my work under the Agreement: <i>(Insert details below or insert 'Nil')</i></p> <p>Nil</p>

Execution

EXECUTED as a deed poll

SIGNED, SEALED and DELIVERED by

s47F

s47F

Name (print)

Name of witness (print)

s47F

Digitally signed by s47F
Date: 2024.02.09 08:37:45 +11'00'

s47F

Digitally signed by s47F
Date: 2024.02.09 08:39:03 +11'00'

Signature

Signature of witness

9/2/2024

9/2/2024

Date

Date

This document has been released under
the Freedom of Information Act 1982
by the Department of Health, Disability and Ageing