SCHEDULE 2 -parquia gires syntherother approved users to imple:

Adia in the desired outcomes of this CUA are:

- (a) A consistent approach to salary-packaging State Public Authorities;
- (b) Continuing competition with choice of 9 (oy)

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- (c) approved Public Benevolent Institutions (PBIs); and
- (d) other bodies approved by Finance such as Local Government and Universities.

Contractors, whilst on the panel, are encouraged to promote their services to all approved users.

1.1.3 SALARY PACKAGING SERVICES

The Bureau Service(s) offered under this CUA will include, but not be limited 2 to, accepting salary packages for the following:

xiv. Work related travel expenses; and

xv. Other approved items.

<u>Public Benevolent Institutions, Rebatable Organisations & approved users (including Health)</u>

(a)

The above items available for salary packaging are based on current legislation and may be updated from time to time in accordance with legislative changes. The Contractor shall advise the Customer as required on the items allowed to be salary packaged.

The Contractor shall ensure that any payments for benefit items are made in accordance with ATO requirements for all approved users of this CUA.

1.1.4 eh

then the changes would need to be complied with at the Contractor's own expense.

1.1.6 CONTRACT MANAGEMENT AND SALES REPORTING

The Contract Authority shall undertake a Contract Management role in relation to this CUA.

Within 14 days of the end of each month, the Contractor shall provide the information, including but not limited to the following:

(a)



the adequacy of the security of their online application system. 'Computer systems' for the purposes of this clause will include, but are not limited to, devices such as desktop computers, laptops, tablets, and mobile phones.

Adequate security should address the following:

- (a) integrity of data security measures designed to ensure that data transmitted or stored electronically is neither accidentally nor deliberately altered, defaced or lost;
- (b) confidentiality the characteristic of data and information being disclosed only to authorised persons, entities and processes;
- (c) authentication security measures designed to establish the validity of a transmission, message, or originator or a means of verifying an individual's eligibility to transmit and receive specific categories of information; and
- (d) availability of service the characteristic of data, information and information systems being accessible and usable on a timely basis in the required manner.

Technology and management control mechanisms may include but not be limited to the following:

- (a) antivirus tools;
- (b) firewalls;
- (c) back-ups;
- (d) encryption/SSL;
- (e) password controls;
- (f) business continuity plans;
- (g) electronic ID's; and
- (h) change controls.

1.1.9 AUDIT STRATEGY

The Contractor must provide to the Contract Authority, within 4 months after the end of each financial year, a certificate or certificates from an appropriate qualified auditor or auditors in favour of the Contract Authority as to:

- (a) The accuracy and completeness of its latest current financial statements including but not limited to the Operating Statement of Financial Performance, Statement of Financial Position, Statement of Cash Flows, and notes forming part of the financial statement and certifying that these financial statements are based on proper accounts and presented fairly in accordance with applicable Accounting Standards and other mandatory professional reporting requirements; and
- (b) The accuracy, completeness and reliability of processing performed and applications used to support the delivery of services and systems

- ii. Security;
- iii. Data integrity;
- iv. Change management; and
- v. Disaster recovery plans and procedures.

In respect of this clause 1.1.9(b) and in relation to the operations of this CUA, the Contractor shall be prepared to provide the Contract Authority a sample of working papers to justify the findings outlined within the auditor's certificate.

The Contract Authority shall have the right from time to time at its absolute discretion to monitor through its own internal auditors or any other approved auditor the performance of the Contractor and all processes used by the Contractor in the provision of Services under any Customer Contract.

1.1.10 EXPIRY AND TERMINATION OF CONTRACT - TRANSITIONING

Upon receiving notice of termination or non-renewal of this CUA and any Customer Contracts or a request for transition in / out, the Contractor shall take all reasonable steps to ensure an orderly transfer of the various contracted tasks and responsibilities to a successor. In this clause the term "Successor" shall mean the person(s) or new Contractor designated by the Contract Authority, to undertake requirements identical or similar to this in the Scope of Services, in succession to the Contractor. The Contractor's obligations in this respect shall include, but not be limited to, those set out in the remainder of this Condition:

- (a) The Contractor shall admit representatives of the Successor to relevant part of the facilities at any reasonable time in the month prior to the expiry of this CUA and all Customer Contracts and shall allow those representatives to observe services being carried out in connection with this CUA and all Customer Contracts;
- (b) The Contractor shall provide the Successor with any transition information in its possession concerning the operation of this CUA and all Customer Contracts that is reasonably requested. Such information may include details of:
 - i. The names and contact points, service providers and subcontractors;
 - ii. Transitioning information, particularly those highlighted in Schedule 2, Section 1.2.3.24, 'Transitioning Requirements'; and
 - iii. Any service arrangements adopted in order to meet the requirements of this CUA and all Customer Contracts, however the Contractor shall not be required to disclose to the Successor any details of the Contractor's own ownership or management structure, pre-existing intellectual property, its level of profit, legal options, preferential supply arrangements

this CUA and all Customer Contracts expire and shall negotiate in good faith with the Successor a plan to determine the nature and extent of transition-in/transition-out Services required. The Plan shall specify a program and date for transferring responsibilities for each division of work described in the plan, and shall be subject to approval by the Contract Authority.

The Contactor shall provide experienced personnel during the transition-in/transition-out period to ensure that Services called for by the Customer Contracts are maintained at the required level of proficiency.

1.1.11 Tax reform measures or legislative changes

Without limiting clauses 4.25 and 4.26 of Part B of the Request Provisions and General Conditions of Contract, and clauses (include Price Variation clauses in Schedule 1 of both Customer Contract and Head Agreement) where a change to Federal or State laws has resulted in an increase in the cost of delivering Services, the Contractor may submit a request to the Contract Authority for a variation to the Head Agreement. The request must include:

- i. information for the calculation of all charges that will be applicable;
- ii. any conditions attached to the Contractor's pricing information submitted; and
- iii. the formula or relevant indices that reflect the movement in the cost of supply. All charges that are subject to change (rise and fall) must be identified and the detailed method of adjustment provided.

The price will remain unchanged unless and until agreed by the Contract Authority.



1.2.1.3 Management arrangements

(a) The Contractor will be required to manage the salary packaging services both for the requesting Customer and for its

under management, as reasonably required, to participating employees and to the requesting Contract Authority or Customer.

1.2.2 MAJOR PROCESSES

A summary of the major processes of Salary Packaging is as follows:

- (a) The Employee to select Packaged Benefits or Items in respect of their Salary Packaging Arrangement;
- (b) The Employee to obtain independent financial advice;
- (c) Where required, the Employee must provide the Contractor with a copy of the Customer approval to enter into a salary packaging agreement;
- (d) Where appropriate, the Employee to select a Contractor (see Schedule 6, Buying Rules);
- (e) The Contractor to confirm the Employee's Salary Packaging Arrangement details and notify the Customer of:
 - i. payroll deductions in respect of the packaged amount(s);
 - ii. the estimated FBT liability on commencement or adjustment of salary packaging;
- (f) The Contractor to commence and continue the performance of administrative duties, functions and obligations with regard to the carrying on of the business and the provision of services including the distribution and/or transfer associated with Salary Packaging Arrangements;
- (g) The Customer to remit packaged amounts to the Contractor in each payroll period;
- (h) The Contractor to prepare reconciliations and advices to the Customer of FBT and GST liabilities incurred;
- (i) The Contractor shall be responsible for advising the Employee(s) of any FBT shortfall and shall negotiate

business and provision of the services in relation to Salary packaging agreements at no cost to the Customer.

1.2.3.2 The Communication Strategy

The Customer may require the Contractor to communicate detailed The1(i)6n0 (t)2 (r)7c(us)4 (t)12 (er)7 ()]TJ -0.002 Tj -05.83 -1.15 Td0 (m)-3 (ay)14be4 (r)7 (eq)10 (eq

The web site must be designed by the Contractor so that all documents or information relevant to the Salary Packaging Arrangements or the services including, but not limited to, the Salary Packaging Arrangements Employee guide, information booklets and start up kits are able to be downloaded on to a user's computing device or printed locally by the user. The Contractor shall manage the online services so that queries from Employees are answered within the time set out in this Request.

The Contractor shall offer a range of educational services for Employees, including, but not limited to free seminars on salary packaging services.

1.2.3.4 Reports to Customer Payroll Office / Sections of Details of Salary packaging arrangements

The Contractor shall provide a dedicated account management team which will be involved in the management of the Salary Packaging Arrangements and will be required to ensure the Contractor's compliance with the performance criteria set out in Schedule 16, Attachment B.

The Contractor shall advise the Payroll Office/Section of the Customer of the total value of Packaged Benefits or Items for each Employee (preferably by electronic means). This advice will be provided within the time limits set out in Schedule 16, Attachment B and will be provided separately for each individual Employee when a Salary Packaging Arrangement is commenced, amended or terminated.

The Contractor shall provide a system that has the ability to receive output reports via an electronic interface from Payroll Office/Sections' detailing the actual distribution and/or transfers made each pay period.

There is no fee payable by the Customer to the Contractor for processing such electronic files.

There is no fee payable by the Customer to the Contractor resulting from the commencement of amendments to Salary Packaging Arrangements.

1.2.3.5 Amend Salary Packaging Arrangements

Amendments to Salary Packaging Arrangements must comply with the terms and provisions of the Employee's Salary Packaging Agreement and in accordance with the performance criteria in Schedule 16, Attachment B.

The Contractor shall also issue a new payroll adjustment advice per Employee that will indicate the new periodic amount required for distribution and/or transfer in respect of Packaged Benefits and Items when the Employee's Salary Package Arrangement is amended.

1.2.3.6 Distribution and / or Transfer of Amounts

The Contractor shall establish a Bank Account (also refer to Schedule 2, Section 1.1.7) for each Customer and the Customer may, from time to time, require such other Bank Accounts wherein all monies received from Customers will be deposited. Such Bank Accounts will be owned and operated by the Contractor but will, only for convenience, include the name of the Customer to which they refer.

Each Bank Account shall be used solely for monies to be distributed and/or transferred pursuant to a Customer Contract and the monies distributed and/or transferred by Customers shall be used solely for that purpose.

Interest on each account shall be retained by the Contractor.

The Contractor shall pay all Bank Fees and transaction charges associated with the operation of the Bank Accounts.

The Contractor shall ensure that no direct debit facility is operative in relation to any such Bank Account.

The Contractor shall not deal with any such Bank Account, or process or cause to be processed any transaction which has any effect on any such account except as provided for in a Customer Contract.

In accordance with an appropriate notice given by the Contractor to the Customer, each Customer will deposit an amount equal to the total



FBT and on Employees' declarations of actual usage (e.g. novated lease motor vehicles).

Amounts to pay FBT liabilities will not be distributed and/or transferred to the Contractor and the Contractor will not be required to make FBT payments to the Australian Taxation Office or u

1.2.3.11 Reconciliation of Salary Packaging Arrangement

set out in Schedule 16, Attachment B, 'Performance Criteria, Section 4 Reports'.

Other reports will be developed and produced by the Contractor as agreed with the Contract Authority / Customer from time to time.

The Contractor shall provide all information to the Contract Authority and/or Customers in an electronic format as agreed between the Contract Authority, Contractor and each Customer. The administration fees per Employee are inclusive of all reporting requirements:

(a) Salary Packaging Arrangement Amendments

The Contractor shall provide, via agreed Electronic Means, Customers with a

Customers will be provided with Fourth Quarter (Actual) and Annual FBT Liability reports by the fourteenth (14th) of April of each year. These reports provide actual FBT liability distribution and/or transfers attracting FBT if these are included in the package (e.g. novated motor vehicle leases).

(g) Reportable Superannuation

The Contractor shall provide Customers with reportable superannuation reports as follows:

- Monthly Reporting a monthly report detailing YTD Reportable Superannuation reconciliation by the fourteenth (14) day of the month following the end of each month.
- ii. Annual Payment Summary Reporting an end of financial year Reportable Superannuation Payment report by 1st July each year for inclusion in employee's payment summaries.
- (h) Audit Trail of Changes to Employees Packages

Each time Employees make a change to their package the date of the change shall be recorded by the Contractor and relevant reports will be provided to Customers upon request.

(i) Other Reporting to Customers

Contractors are advised that from time to time Customers may require the reasonable submission of other reports relating to services provided under Contracts. The format and timing of these reports are at the absolute discretion of the Customer. The Contractor shall produce additional reports upon request from Customers at no cost to the Customers.

1.2.3.13 Motor Vehicle Novated Lease

- (a) The Contractor shall offer a range of novated leases available to Employees that will include:
 - Motor Vehicles novated lease only the purchase price of the vehicle is leased.
 - ii. Fully maintained MV¹ novated lease the purchase price of the vehicle and its running costs are leased.
- (b) The Contractor shall advise and provide details to Employees wishing to finance vehicles through novated leases, including but not limited to the following:
 - i. FBT implications of salary packaging;
 - ii. The types of costs that are covered;
 - iii. How the costs are determined;
 - iv. Management of shortfalls and surpluses;
 - v. Use of fuel cards;
 - vi. Types of optional services that can be included in novated leases;
 - vii. Employees obligations when using third party financiers; and

-

¹ MV stands for Motor Vehicle.







1.2.3.19 Management Systems

The Contractor shall utilise and maintain appropriate management systems and resources to provide an efficient service with respect to the administration of Salary packaging arrangements. The Contractor warrants that its management systems and resources provide the following features:

- (a) Appropriate experience and capability in the administration of Salary packaging arrangements;
- (b) Dedicated administration resources to service Employee and Customer needs:
- (c) Relief support for management and administration resources;
- (d) Suitably trained staff and appropriate Employee enquiry processes and problem resolution procedures to ensure Employees receive excellent service:
- (e) Appropriate reporting to monitor and assess the performance of the Contractor against performance standards;
- (f) Routine independent quality assurance of processing with constant supervision from a team leader responsible for monitoring processes against performance standards; and
- (g) Business continuity response plan.

The Contractor shall provide an internal control and audit unit, which includes staff who are trained in problem resolution techniques. The internal audit and quality control unit must be available to assist in problem resolution. Where any problem is raised with the Contractor's staff, such staff members will have the responsibility of liaising with Employees and any third parties until the problem is resolved and then advising the plaintiff of the outcome.

1.2.3.20 Liaison with the Contract Authority

The Contractor must be available to attend regular meetings with the Contract Authority or its representative to monitor service provision and identify potential system inefficiencies. Meetings will occur at least quarterly and more frequently if there are specific issues requiring resolution.

1.2.3.21 Performance Reviews and Measures

The key performance criteria required of the Contractor in carrying out the Services under this Common Use Arrangement is listed in Attachment B of Schedule 16.

In the event that any one of the listed performance criteria is not met to the Contract Authority or Customer satisfaction, the Contractor may be required to pay costs to the Employee incurred as a result of the Contractor's negligence (e.g. additional interest if mortgage is not paid, other costs if health or other insurance is not paid and premium expires etc).

During the term, the Contractor shall participate in performance reviews and provide the Contract Authority or its representative with reports concerning the Contractor's performance under this CUA and all Customer Contracts.

Performance reviews and reports will include an appraisal of the Contractor's performance measured against the performance criteria set out in Schedule 16, Attachment B, any additional requirements agreed from time to time between the Contract Authority and/or Customer(s) and the Contractor and any other issues relevant to the Contractor's performance.

Unless otherwise directed by the Contract Authority, performance reports in Schedule 16, Attachment B for the following will be provided monthly.

- 1. Communication Requirements;
- 2. Operational Processing; and
- 3. FBT Processing.

The performance reports will be provided to the Contract Authority within fourteen (14) days after the end of each month. The Contract Authority or its representative will then conduct a performance review and if applicable a meeting will be convened with the Contractor to discuss any outstanding issues.

The Contractor shall maintain a database of the reported information over the life of this CUA and all Customer Contracts and will supply the Contract Authority and/or Customers with reports on request.

The Contractor shall participate in and take all reasonable measures to facilitate the objectives and conduct of the performance reviews.

The Contract Authority will maintain a "Log of Complaints" to record clients' complaints and will be monitored on a fortnightly basis until resolution is achieved. Contractors are to keep complainants informed with regards to the progress and resolution of their case.

Client/user surveys will be undertaken at Customer Contract reviews or as considered necessary and will form part of the performance review measures.

1.2.3.22 Contact Protocols and Custome r Services Charter

(a) Contact Protocols for Employees

The Contractor shall adhere to the following protocols with regard to contact with Employees:

- i. The Contractor shall not cold canvass or initiate contact with Employees at the workplace or during business hours;
- ii. Access to the workplace by the Contractor shall only be with the permission of the Customer;
- iii. Requests for information regarding distribution or location of Employees for the purposes of providing information or conducting information sessions shall be directed to the Customer; and
- iv. Programs developed by the Contractor for the distribution of information or the conduct of information sessions or other contact with Employees shall be submitted to the Customer for approval before implementation.

(b) Customer Services Charter

The Contractor shall establish and maintain a Customer Services Charter within 6 weeks of contract award of this CUA, for the purpose of ensuring its full compliance with the services and other requirements with regard to this CUA and Salary Packaging Arrangements both generally and specifically. This Customer Service Charter is to reflect the contractual arrangements of these Salary Packaging Arrangements and is to include a complaints resolution process that mirrors the complaints resolution Clause within this CUA.

The Contractor will be required to provide information on the nature and number of problems arising with customers or complaints received from customers regarding the operation of the Salary Packaging Arrangements.

1.2.3.23 Motor Vehicle Financiers

The Contractor may establish a suitable panel of financiers in relation to employees financing vehicles through novated leases. Attachment C, Schedule 16, Form 2 is a sample 'Deed of Novation' sample form with the required details to be completed. This panel may be established through expressions of interest called by the Contractor. The panel list is to be included in the Policy and Procedures Manual.

A standard novated lease form will be implemented and financiers (including non-panel financiers) that do not comply may be excluded from supplying services, at the Contract Authority's sole discretion.

There is no obligation by any Employees to use the financiers established by the Contractor. Employees will be free to select a financier of their choice.

Transitioning to another Contractor (see clause 1.2.3.24 for further details) will not impact on novated vehicle leases with existing financiers but salary packaging would be administered by the new Contractor.

1.2.3.24 Transitioning Requirements

The Customer shall advise its Employees of any transitioning requirements. A sample form for this advice is contained in Attachment C, Schedule 16, Form 3 'Salary Packaging – Changing Providers (Transitioning)'.

(a) Rules for Transitioning

- iv. Positive and zero balances only will be transferred. Negative balances are to be reconciled by the Contractor (not the new Contractor).
- v. The Contractor shall not issue specific campaign or promotional material that is solely directed to encourage staff to transition over.
- (b) <u>Information to be exchanged between a current Contractor and the new Contractor</u>

Each Contractor is to supply this information to the new Contractor within ten working days of an Employee notifying an intention to transition, with the following information.

(i) Employee Details

Item	Data Required	When
Name First	Alpha	Within 10 days of
		request
Name Middle	Alpha	Within 10 days of
		request

(iii) Superannuation

Item	Data Required	When
Fund Name	In Detail	Within 10 days of
		request
Amount Paid per period Excl GST	\$	Within 10 days of
		request
Period of payment	Fortnight, Month, Qtr	Within 10 days of
		request
Member Number	Fre	

Item	Data Required	When
Lease Payment P Month ex GST	\$ Figure	Within 10 days of
		request
Lease Payment P Month GST	\$ Figure	Within 10 days of
		request
Lease Payment P Month Total	\$ Figure	Within 10 days of
		request
Lease Payment Due Date	DD/MM	Within 10 days of
		request
No. of payments due in next FBT Year	Number	Within 10 days of
		request
Lease Creditor	Alpha	Within 10 days of
		request
Lease Creditor BSB	Numeric (6)	Within 10 days of
		request
Lease Creditor Acct Number	Numeric (4-9)	Within 10 days of
		request
Lease Creditor Acct Name	Alpha	Within 10 days of
		request
Lease Identifier	Free Field	Within 10 days of
		request

(c) Notification Procedure

The notification procedure includes the following:

- i. The Employee or the Customer representative contacts the new Contractor to request transition-in.
- ii. The new Contractor must obtain written confirmation from the Employee/Customer representative as to the instruction to transition. Attachment C, Schedule 16, Form 4 contains the authorities that must be used for the purpose of receiving an Employee/Customer representative request to transition.
- iii. Where the Customer representative contacts the new Contractor at the request of an Employee, the new Contractor will ask the Customer representative to fax through Attachment C, Schedule 16, Form 4 before acting on the request.

The new Contractor contacts the current Contractor to advise that transition has been requested and forwards the applicable authority. "Applicable Authority" is a copy of the transition authority (as detailed in Schedule 16, Attachment C, Form 4).

The current Contractor will provide a spreadsheet containing the required informe .

