

Senate Community Affairs References Committee
**Inquiry into the design, scope, cost-benefit analysis, contracts awarded and
implementation associated with the Better Management of the Social Welfare System
initiative**

ANSWERS TO QUESTIONS ON NOTICE

Australian Taxation Office

March 2017

Department/Agency: ATO

Question: Hansard pg 29

Topic: Centrelink inquiry - percentage of debts owing sent to debt collection

Question:

Senator KAKOSCHKE-MOORE: You may need to take this on notice but I would also like to know what percentage of debts are owing to the ATO? Perhaps we can limit it to personal income tax to avoid company tax and that sort of thing. What percentage of personal income debts are referred to an external debt collecting agency in order for collection and what percentage remain with the ATO? I am just trying to get an idea about how the agencies work in their use of external agencies.

CHAIR: I presume you cannot answer that now?

Mr Ravello: I can have a go at it at a high level.

CHAIR: That would be good.

Mr Ravello: I would be happy to take the detail on notice. Last year, being the 2015-16 financial year, we referred 568,000 cases—that is not necessarily taxpayers, because a taxpayer might have multiple debts—to external collection agencies.

Answer:

- 1) At 30 June 2016, the percentage of income tax debts (by number) with the external collection agencies was 17 per cent. 83 per cent remained with the ATO.¹
By value, the percentages were 5 per cent and 95 per cent respectively.

¹ These figures include both personal and company income tax debts. The ATO does not have a breakdown of personal income tax debts referred.

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ANSWERS TO QUESTIONS ON NOTICE

Australian Taxation Office

MARCH 2017

Department/Agency: ATO

Question: Hansard pg 30

Topic: Centrelink Inquiry - Debt collection process

Question:

CHAIR: If you could, that would be great. This may be a difficult question, but what is the average size of the debt that you would refer to external debt collectors?

Mr Ravanello: I do not know if I can answer that, because I do not think I have got that figure. We usually refer debts above \$300. I think that is the lowest figure that we would refer to a collection agency. I do not have an average size figure. You can imagine that in the tax system there are debts that are in the hundreds of millions. An average number is, while interesting—

CHAIR: Could you provide any breakdown on the type of debts that you would refer, or on the size of debts that you would refer? I am just trying to understand because I am going to be asking Centrelink the same question about the average size of the debts that are being referred.

Mr Ravanello: We should be able to. I do not have that information, but we should be able to—

CHAIR: Maybe the range?

Mr Ravanello: Break down the range in terms of levels between this amount and that amount.

CHAIR: Thank you.

Answer:

- 1) In 2015–16, the average size of the debts referred by the ATO to external collection agencies was \$5,275.

The ATO focuses on referring income tax debts from \$500 to \$50,000 and activity statement debts from \$300 to \$75,000.

Breakdown by debt level:

| Debt level | Proportion of total |
|----------------------------|----------------------------|
| \$0.01 to \$2,499.99 | 20.5% |
| \$2,500.00 to \$7,499.99 | 27.9% |
| \$7,500.00 to \$24,999.99 | 29.9% |
| \$25,000.00 to \$49,999.99 | 16.0% |
| \$50,000.00 to \$99,999.99 | 4.5% |
| \$100,000.00 and above | 1.2% |

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ANSWERS TO QUESTIONS ON NOTICE

Australian Taxation Office

MARCH 2017

Department/Agency: ATO

Question: Hansard pg30

Topic: Centrelink Inquiry - Debt collection guidelines

Question:

CHAIR: Do you have guidelines available for the way the debt collectors operate?

Mr Ravello: We would have agreements. I am happy to try and take that on notice and see what documents—probably not contracts, because there might be some complexity around contracts—we can get.

Answer:

- 1) Guidelines for the way external collection agencies operate are contained in Attachment A.

Request for Tender

Debt Management Services

15.19

Part 2 – Statement of Requirement

Australian Taxation Office

Unclassified

| | | | |
|--|--|--|--|
|  Issue Date: 30 July 2015 |  Closing Date: 11:00 am 24 August 2015 |  Lodge your Tender Electronic Tender Box for AusTender @ www.tenders.gov.au |  Contact point: |
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PROVISION OF DEBT MANAGEMENT SERVICES

1. BACKGROUND

The ATO has an established panel of providers for the provision of Debt Collection Services.

The contractual arrangements with this panel will expire in September 2015.

The Panel collects Income Tax and Activity Statement debts owing to the ATO.

2. PURPOSE

The ATO has an ongoing need for Debt Management Services to supplement the ATO in-house debt management activities and is seeking to re-establish a panel.

The purpose of this panel is to provide an efficient and cost effective flexible service for managing and collecting debt. This service would be used in instances where the ATO determines that an external collection agency offers an appropriate engagement approach to provide assistance to taxpayers in resolving their debt.

Panel Refresh provisions will enable the Agency to add Services and address the impact of new and converging technologies on the Panel throughout its Term (refer Section 27 – Panel Refresh).

3. REQUIREMENTS

- 3.1 The Contractor must comply with the ATO's requirements, standard policies, instructions, collection guidelines and procedures. These will be the subject of continuous review and may be varied from time to time. Any variation affecting the provision of Debt Management Services will be in accordance with the variation process outlined in the Deed of Standing Offer (DoSO).
- 3.2 The Contractor must comply with the ACCC and the ASIC Debt Collection Services Guideline: for collectors and creditors. In the event of any inconsistency between the ACCC and the ASIC Debt Collection Services Guideline: for collectors and creditors and the terms of the DoSO between the parties, the terms of the DoSO will prevail.
- 3.3 The Contractor must maintain a public image and provide a quality Debt Management Service in accordance with the Australian Public Service (APS) values and Code of Conduct.
- 3.4 The Contractor must have and continue to hold all state Licenses applicable in the state or territory where the services are carried out.

- 3.5 The provision of services at the national level, this should include: demonstrated physical and technical capacity and capability to provide Debt Management Services on a national level; and, demonstrated ability to manage fluctuating work volumes and priorities.

4. THE SERVICES

- 4.1 Debt Management Services include, but should not be limited to the following:
- 4.1.1 Manage referred Debt Cases utilising a variety of communication channels including:
- a. written correspondence;
 - b. telephone; and
 - c. other electronic communication channels including SMS, web chat, portals and email, as agreed;
- 4.1.2 Manage referred Debt Cases by:
- a. requesting payment in full initially or by instalments if circumstances dictate;
 - b. establishing, negotiating and managing payment arrangements with Debtors unable to pay in full and administering such payment arrangements in accordance with delegation specified in the instrument of authorisation, issued to the Contractor by the ATO;
 - c. documenting all contacts and outcomes; and
 - d. perform Debtor liaison and communications including escalations, dispute, and complaint management.
- 4.2 From time to time the ATO will seek to secure additional services or pilots to those outlined in the SOR. Such services or pilots will be secured through a competitive request for quote process.
- 4.3 Management reporting system
- 4.3.1 The Contractor must:
- a. Maintain an effective management reporting system enabling the provision of performance reporting as detailed in the Service Level Agreement (SLA) as required including collection, financial information and trend analysis; and,
 - b. Analyse the data files provided by the ATO to provide profiling information about debt cases to the ATO.

5. TYPES OF DEBT CASES

- 5.1 The ATO will provide debt cases to Contractor/s as outlined in Part 6 - Information Pack. Cases may include:
- a. Income Tax and Activity Statement Debt;
 - b. Superannuation Debt;
 - c. other Debt owed to the ATO; and,
 - d. other debts owed to the Australian Government.

6. FREQUENCY AND PERFORMANCE BASED CASES REFERRED

- 6.1 The Contractor must be aware that case volumes and subsequent delivery frequency will fluctuate in line with Government funding decisions, lodgment due dates, payment cycles and economic factors that influence debtor behavior.
- 6.2 Case referral methodology may be based on performance using both financial and non-financial metrics. Financial metrics consider rolling recovery rates and non-financial metrics consider service delivery customer, satisfaction and relationship management.

7. COLLECTION PERIOD AND RETRIEVED CASES

- 7.1 Debt Cases referred to the Contractor will generally remain with the Contractor for a period defined by the ATO during which the Contractor must maximise collection opportunity and activity.
- 7.2 Debt cases with an active payment arrangement will remain with the Contractor until the arrangement is finalised.
- 7.3 The ATO, at its sole discretion, may retrieve Debt Cases at any time. Once the Debt case has been retrieved the Contractor must cease all collection activity.

8. CASE ACTION

- 8.1 Unless otherwise agreed, the Contractor must commence immediate collection action upon receipt of the Debt Case in accordance with the Service Level Agreement (SLA).

9. SCRIPTING PROCEDURES

- 9.1 The Contractor must:
- a. supply copies and seek the approval of the ATO's representative for all scripting and procedures to be used as part of the Debt Management Services; and
 - b. Ensure all changes to the Contractor's procedures are approved by the ATO's representative before implementation.

10. DEBT COLLECTION GUIDELINES

- 10.1 The ATO will provide Debt Collection Guidelines which will form part of the Debt Management Services DoSO and will include:
- a. debtor contact guidelines ;
 - b. general information relating to the Taxpayer's Charter, Compliance Model, and Privacy;
 - c. complaints procedures;
 - d. collection instructions including relevant policies and guidelines;
 - e. payment guidelines; and,
 - f. authorisations and delegations.
- 10.2 Where the ATO deems amendments necessary the ATO will provide the Contractor with an updated version of the Debt Collection Guidelines and the Contractor must adhere to the latest version of the documents as advised by the ATO.

11. SECURITY

- 11.1 The Contractor must meet all ATO Security Requirements specified in the DoSO, Official Orders, or as otherwise specified by the ATO.
- 11.2 Access to Security Classified Information
- 11.2.1 Data files provided by the ATO will be security classified DLM:SENSITIVE. Aggregate data files in transit or stored externally to the ATO are subject to PROTECTED security requirements.
 - 11.2.2 Contractor Personnel requiring access to information classified 'DLM: SENSITIVE' in aggregate, or higher, are required to undergo a formal security assessment of suitability and must obtain a clear result before accessing such information.
 - 11.2.3 Individual Debtor records within the data file are security classified 'DLM: SENSITIVE'.
 - 11.2.4 Contractor Personnel requiring access to information classified 'DLM: SENSITIVE' are required to complete a Pre-Engagement Integrity Check and sign a Confidentiality Undertaking and must obtain a clear result before accessing such information.
 - 11.2.5 In respect of the police checks required as part of the Pre-Engagement Integrity Check and Formal Security Assessment the ATO will:

- a. facilitate the checks on behalf of the Contractor;
- b. advise the outcome; and
- c. meet the cost of the police records check and Formal Security Assessment required for the start-up of the Debt Management Services DoSO.

11.2.6 Where the ATO deems necessary, the Contractor may be required to meet the cost of the Pre-Engagement Integrity Check or Formal Security Assessment for new or additional Contractor Personnel after the start-up of the Debt Management Services DoSO.

11.2 Physical and IT Security

11.2.1 The Contractor's premises and facilities must comply with the specifications for Security of Classified Information up to and including PROTECTED.

11.2.2 The Contractor must, at the ATO's request, permit access to its premises and facilities to enable the ATO to certify the Contractor's premises and facilities are suitable.

12. RECORDS STORAGE RETRIEVAL AND DESTRUCTION

12.1 The Contractor must:

- a. record details of all Debtor interactions including but not limited to:
 - i. communications sent and received;
 - ii. attempts made to contact the Debtor;
 - iii. attempts (if any) to locate the Debtor;
 - iv. discussions with the Debtor;
 - v. voice recordings; and
 - vi. decisions and actions taken pertaining to the Debtor or their debt.
- b. maintain up to date data relating to Debtor interactions in their computer systems;
- c. assist ATO staff in resolving issues, complaints, or queries by retrieving information relating to the Debt Management Services within 24 hours of a request, unless otherwise agreed by the ATO;
- d. retain all records in accordance with the "Record keeping standard for ATO Contractors";
- e. store and destroy records in accordance with the ATO Information Security Guidelines for Contractors; and
- f. return or destroy ATO records held at the request of the ATO.

13. PAYMENTS BY DEBTORS

- 13.1 The Contractor will only promote payment channels outlined in the Collection Guidelines.
- 13.2 The Contractor must not offer any discounts to Debtors as an inducement to payment. This includes discounts on tax owed and penalties imposed.

14. PAYMENT SLIPS

- 14.1 The ATO will provide the Contractor with payment slip specifications, together with information relating to its payment channels, for use by the Contractor.
- 14.2 The Contractor must produce payment slip data on all written correspondence with Debtors, excluding general advice and notification letters as approved by the ATO.
- 14.3 Payment slips produced by the Contractor must meet the ATO payment slip specifications and:
- a. pass the Australia Post 100% first time readability of barcode requirement; and
 - b. pass the ATO OCR read rate requirement of 100% readability.

15. CONTACTING THE DEBTOR

- 15.1 Unless otherwise agreed, the endorsed service window for contacting the debtor is:
- a. Monday to Friday 8am until 8pm in the Debtor's time zone;
 - b. Saturday 9am until 5pm in the Debtor's time zone;
 - c. Sunday no outbound calls to be made;
 - d. National holiday no outbound calls to be made; and,
 - e. State public holiday no outbound calls to be made.

16. CONTACTING THE CONTRACTOR

16.1 The Contractor must:

- a. provide an inbound telephone number that allows Debtors to contact Contractor Personnel for the cost of a local call;
 - i. provide an inbound telephone service that is appropriately staffed so Debtors making inbound calls can speak to Contractor Personnel during the following times;
 - ii. Monday – Friday (other than National/State Holidays): 8.00am to 6.00pm in the Debtors time zone (currently this means between 8am - 9pm AEST to account for the time difference between AEST and WA time);
 - iii. provide a messaging service option for Debtors that call within the hours outlined in 16.1(a) ii to allow Debtors to leave a message during long wait times;
 - iv. provide a messaging service for Debtors that call outside of the hours outlined in 16.1(a) ii to enable them to leave a message;
 - v. respond to all Debtor messages within 48 hours; and,
 - vi. adhere to the procedures outlines in the Collection Guidelines for dealing with Debtors from a non-English speaking background and those with disabilities.
- b. provide a separate telephone number or priority queue to which ATO staff can transfer calls received from Debtors; and,
- c. provide a separate telephone number or priority queue that allows Tax Agent's to contact Contractor Personnel in relation one or more referred Debt Cases.

17. DATA FILES

17.1 The ATO will supply data files, in an approved electronic format in specified intervals, containing information pertaining to the referral of, updates to, and retrieval of Debt Cases referred to the Contractor.

17.2 Variations to the data and/or format of the data may be made at the discretion of the ATO.

17.3 Data File Transfer

- i. Transfer of data (including Data Files) between the Contractor and the ATO will be via a secure mechanism as specified by the ATO. Generally, the data will be made available to the Contractor through the ATO's Corporate External Gateway CEG and or the Data Transfer Facility (DTF) and will be accessed by the Contractor through Secure File Transfer Protocols (SFTP).

- ii. If the Contractor requires any additional hardware or communications systems to use the CEG, DTF (or other secure mechanism) for the transfer of data the cost must be borne by the Contractor.

17.4 Data File Analysis

- 17.4.1 In some instances the ATO may request profiling and other information pertaining to Debt Cases referred to the Contractor. Where necessary, the Contractor may be required to analyse the data files provided by the ATO to obtain this information.

18. COMPLAINTS

18.1 The Contractor must establish and maintain a complaints handling process that has the capacity to quickly and effectively resolve any matter.

18.2 In relation to complaints made by Debtors, the Contractor must:

- a attempt to resolve the complaint with the Debtor;
- b advise Debtors still not satisfied, that they have the right to make a formal complaint to the ATO and provide them with contact information as detailed within the Collection Guidelines;
- c provide the ATO with information on the Debt Case and complaint details;
- d log and maintain details of complaints;
- e provide statistical and analytical reporting as requested; and,
- f report any systemic issues to the ATO.

18.3 Where the Contractor considers a complaint needs to be dealt with urgently, the Contractor will need to follow the urgent complaints escalation process as set out in the Collection Guidelines.

19. INCIDENTS

19.1 In the event an incident occurs the Contractor must:

- a. notify the ATO Representative immediately;
- b. provide updates as directed by the ATO Representative where the incident results in a disruption to or degradation of the Debt Management Services contract;
- c. provide an interim report within 3 Business Days; and
- d. provide a full report relating to the incident within 5 Business Days including details of any implemented or planned remedial action.

20. SERVICE STANDARDS

- 20.1 The Contractor must:
- a. achieve all Service Levels as set out in Part 6 Service Level Agreement (SLA); and
 - b. work in collaboration with the ATO to ensure the continual achievement of the Service Levels.
- 20.2 The ATO will continually review the Service Levels and will make adjustments in accordance with the DoSO as appropriate to reflect improved performance capability, which may include additional Service Levels not currently specified in the SLA.
- 20.3 The ATO may consult the Contractor with regards to any adjustments made to the Service Levels.

21. REPORTING REQUIREMENTS

- 21.1 All reports required to be provided by the Contractor are to be provided in Microsoft Office formats, unless otherwise specified by the ATO Representative.
- 21.2 The Contractor will supply supporting information for all reporting, if requested by the ATO.
- 21.3 The Contractor must provide Daily, Weekly, Monthly reports in the format and by the time specified in the Reporting Specifications.
- 21.4 The Contractor must provide the following reports for the quarterly review meetings:
- a. an update on all active and finalised action items from the previous meeting;
 - b. an update on any issues occurred within the quarter, or those outstanding from previous quarters;
 - c. any analysis or recommendations that would enhance the Debt Management Services including but not limited to:
 - I. achievement against performance standards; and,
 - II. innovation or technology enhancements undertaken, planned or proposed in order improve, expand or add value to the services.
- 21.5 Annual Reporting
- 21.5.1 During the Annual Business Review each year of the Term, the contractor must provide an annual report which summarises:
- a. the Contractor's performance against all Service Levels in the SLA for the previous financial year ending 30 June;
 - b. the Contractor's achievement against the strategies within their Business Plan for the previous financial year;

- c. the agreed initiatives planned for the next twelve months in terms of innovations and enhancements;
- d. an assessment of current activity within the Debt Collection Services market, including any technological developments, and their future potential/impact on the current Debt Management Services; and
- e. any other relevant information.

21.6 Response to Freedom of Information Request Report

21.6.1 Where the ATO has received a request for access to a document under *Freedom of Information Act 1982 (Cth)*, created by, or in the possession of, the Contractor or any subcontractor that relates to the performance of this DoSO (and not to the entry into that contract), the ATO may at any time by written notice require the Contractor to provide the document to the ATO and the Contractor must, at no additional cost to the ATO, promptly comply with the notice.

21.7 Ad hoc Reporting

21.7.1 The Contractor will provide additional reports from those specified in the SLA, as and when requested by the ATO.

22. REQUIRED PLANS

22.1 The Contractor must deliver the following material to the ATO on a yearly basis:

22.1.1 **Business Plan** -The Contractor will provide a Business Plan for managing the Debt Management Services in accordance with the DoSO.

22.1.2 **Quality Management Plan** - The Contractor will provide a copy of its Quality Management Plan for the performance of the Debt Management Services. The Quality Management Plan must meet the requirements of the DoSO and contain:

- i. specific quality management performance standards that are measurable and achievable;
- ii. procedures that measure all processes;
- iii. details of infra-structure to support the quality management process;
- iv. reporting templates; and,
- v. a timetable that ensures all processes are measured on a quarterly basis.

22.1.3 **Business Continuity Plan** - The Contractor will provide a Business Continuity Plan in accordance with the DoSO to ensure that the Debt Management Services are able to be maintained in the event of an emergency or disaster which may otherwise interrupt provision of the Debt Management Services.

22.2 The Contractor must deliver the following material to the ATO within a timeframe as agreed between the parties:

22.2.1 **Implementation Plan**- The Contractor will provide a comprehensive Implementation Plan in accordance with the DoSO to propose to implement the Debt Management Services.

22.2.2 **Succession Plans** - The Contractor is required to maintain Succession Plans in accordance with the DoSO to ensure that all staff providing the Debt Management Services are security cleared to ensure availability of the Debt Management Services.

22.2.3 **Transition Out Plan**- The Contractor will provide a Transition Out Plan in accordance with the DoSO that provides for a seamless exit at the expiration or termination of the Contract.

23. RELATIONSHIP MANAGEMENT

23.1 The Contractor must identify and maintain:

- a. one person as the single point of contact for all ATO related issues (the Contractor's Representative); and
- b. one person as the single point of contact for all collection activity (the Operations Manager).

23.2 The Contractor's Representative will be responsible for all matters relating to the management of the Debt Management Services DoSO including but not restricted to:

- a. contractual issues;
- b. DoSO variations;
- c. service variations;
- d. problem resolution;
- e. fraud investigation;
- f. mutual feedback and advice;
- g. invoicing; and,
- h. Payment.

23.3 The Contractor's Representative must also:

- a. contact the ATO's Representative as the first point of contact for any matter;
- b. work collaboratively with the ATO's Representative in seeking efficiencies and enhancements to the Debt Management Services;
- c. participate in forums and seminars as required by the ATO;
- d. attend review meetings as required to monitor progress, under this DoSO and the Service Levels, and to resolve any disputes without the need to resort to formal dispute resolution procedures if practically possible; and,

- e. work in partnership with the ATO and adapt the way in which the Contractor provides the Debt Management Services, where necessary, to accommodate changes made to Government policy, processes systems and procedures.

23.4 The Operations Manager:

- a. must have sufficient authority to address and resolve issues for all Debt Management Services within agreed timeframes;
- b. is responsible for service delivery of all aspects of the Debt Management Services, including ensuring efficient and effective performance and reporting of the Debt Management Services at each site; and,
- c. must ensure best practice, continuous improvement and development of the Debt Management Services.

24. INVOICING PROCESS

- 24.1 The ATO will request an Accruals Statement from the Contractors prior to the end of each working month. The ATO will then send a monthly flat fee report to the Contractor to reconcile referral details and verify agreement between both parties.
- 24.2 The Contractor must then invoice the ATO for the verified amount. The ATO will make payment within 28 days of receipt of this correctly rendered invoice.

25. SERVICE RESTRICTIONS

- 25.1 The Contractor must not:
 - a. recover any debt not specifically allocated to the Contractor as part of the Debt Management Services;
 - b. provide any legal or financial advice or legal services associated with the recovery of debt; and,
 - c. use ATO data or any other data or information obtained as part of the provision of the Debt Management Services for any other purpose.
- 25.2 Personal information provided to the Contractor by the ATO, or collected or generated by the Contractor on behalf of the ATO is not to be, either temporarily or permanently, sent or transferred by any means to a person outside Australia for management, storage or safekeeping, or accessed by any person outside Australia for any reason without the ATO's written consent.

26. SUPPORTING THE SERVICES

26.1 The Contractor will:

- 26.1.1 Provide a single email address that is accessible by nominated Contractor Personnel, for ATO staff to utilise for responses to email escalations from the Contractor, queries relating to Debt Cases referred, and other communications.
- 26.1.2 Provide nominated ATO staff with a level of training/information in relation to the Contractors operation, to ensure they become familiar with all aspects of the Debt Management Services contract.
- 26.1.3 Provide ad hoc training or information seminars for ATO staff in relation to debt recovery in general, the Debt Collection Services market, technology developments within the industry and related areas to assist in development of this knowledge within the ATO.
- 26.1.4 Have effective staff training and management processes in place to ensure Contractor Personnel are aware of and comply with the Contractor's obligations under the DoSO and Collection Guidelines.
- 26.1.5 Have a QA program to ensure the effective and efficient management of the Debt Management Services.
- 26.1.6 Maintain a QA program that assesses the quality of all processes and Contractor Personnel on a monthly basis.
- 26.1.7 Participate in quality reviews conducted by ATO.
- 26.1.8 Provide reports on Quality Assurance reviews to the ATO upon request.
- 26.1.9 Be flexible, innovative, and have the technical capability to meet changing business requirements.
- 26.1.10 Work with the ATO to achieve efficiencies and cost effectiveness in the provision of the Debt Management Services.

26.2 Ongoing Obligations

- 26.2.1 The Contractor must for the life of the DoSO, regardless of if there is an Official Order in place, continue to comply with:
- 26.2.2 Clause 11 of this Statement of Requirement - Security
- 26.2.3 Clause 20 of this Statement of Requirement – Service Standards;
- 26.2.4 Clause 21 of this Statement of Requirement – Reporting Requirements
- 26.2.5 Clause 22 of this Statement of Requirement – Required Plans; and,
- 26.2.6 Clause 26 of this Statement of Requirement – Supporting the Services.

27. PANEL REFRESH

- 27.1 The Agency reserves the right to include any additional service/s offered by a Tenderer in the Tenderer's DoSO and may also seek additional Panel Members for that additional service/s through a future Panel Refresh.
- 27.2 The Panel is expected to meet the ATO requirement throughout the Term. The Agency's ability to undertake a Panel Refresh, on an as needs basis, is an essential element in achieving that outcome.
- 27.3 The Agency may undertake a Panel Refresh to added Services or Panel Members to the Panel where it has:
- a. identified the need for a new Service Category or Subcategory,
 - b. identified the need to add Panel Members to one or more Service Subcategories,
 - c. identified a specific skill set that is not available on the Panel.
- 27.4 The Agency may undertake an open Approach to the Market (ATM) for services and will invite existing Panel Members to respond to that ATM. For additional services the Agency must assess that at least one of the following criteria apply:
- 27.4.1 The supplier offers services that are within the Scope of the Panel, but:
- a. are not available through existing Panel Members.
 - b. the demand for the Services is not being met by existing Panel Members, or
 - c. One or more reviews demonstrate that value for money is not being provided by existing Panel Members for the relevant Services.
- 27.4.2 For all of the above Panel Refresh scenarios, suppliers will be required to:
- a. submit a Tender through AusTender, and
 - b. meet evaluation requirements as determined and applied during the evaluation of Tenders for this RFT15.19.
- 27.4.3 In addition to the above:
- a. each proposal by an Entity to Refresh the Panel, and
 - b. a recommendation to appoint a Tenderer to the Panel must be endorsed by the Agency.