**Department of Justice Guiding Principles**

**Managing Community Service Agreements and Goods and Services Contracts During the COVID-19 Pandemic (4 May 2020)**

1. A collaborative, consistent and pragmatic approach to the administration of contracts with both the not-for-profit and commercial sectors by the Department is desirable during the Coronavirus (COVID-19) pandemic.
2. The Department is mindful of the Government’s broader social and economic priorities, and the health and safety of workers and the community remains paramount.
3. The potential impacts of COVID-19 will vary based on the type, nature and status of the contract, as well as its location, workforce composition and supply chain arrangements.
4. All existing contracts are to be risk assessed in a triaged manner to identify essential goods and services which must be delivered for reasons including, but not limited to, statutory requirements.
5. Where goods or service delivery requirements are reduced in accordance with the triage of risk principle, the returning to normal activities post covid-19 should be implemented in reverse order.
6. Mitigating the impact of COVID-19 is a shared responsibility between government and industry. Early advice from contractors (and industry/sector consultation e.g WACOSS as appropriate) about potential issues is critical to managing agreement and contract risks.
7. Contractors demonstrating genuine efforts to continue goods and service delivery, after having taken steps to otherwise mitigate any potential impact, will be supported to put alternative arrangements in place, where appropriate.
8. Where existing contract terms do not give rise to any such entitlement, Contract Managers will consider claims from contractors for extensions of time and cost relief, where such claims:
   * are directly attributable to the COVID-19 pandemic and have significant time and costs consequences; and
   * cannot be offset by contractors, having regard to other potential or actual time and / or cost efficiencies.
9. Additionally, Contract Managers will be open to considering reasonable requests from contractors directly impacted by COVID-19, particularly with respect to:
   * more frequent payment claims and / or alternative payment terms; and
   * substitute products and materials, arising from supply chain issues,

however any force majeure claims should be assessed against the terms of the contract and actioned after advice has been received from the State Solicitor's Office.

1. Contract Managers will respond to contractual notices, claims and variations as quickly as possible and in accordance with contract terms. All contract modifications are to be documented and should provide assurance of the contractor’s staff retention.
2. Contract Managers will continue to share information on the impact of COVID-19, so that these guiding principles can be refined over time to maintain their efficacy.
3. These guiding principles are not intended to override the need for due process and the Department will remain mindful of the following advice:
   * COVID-19 Financial Control Matters, issued by the Office of the Auditor General on 6 April 2020;
   * Covid-19 Related Bulletins released by Funding and Contract Services, Department of Finance, since March 2020; and
   * State Supply Commission Buyer’s Alert April 2020 – State Of Emergency - State Supply Commission policies and centralised purchasing of essential products.