

			Resus - Confirmed	1
39	Cricothoracotomy kit	2	Resus - Suspected	1
			Resus - Confirmed	1
40	PAT Slide	5	Suspected	1
			Confirmed	1
			Resus - Suspected	1
			Resus - Confirmed	1
			Triage	1
41	Pan Hopper	2	Pan Room - Suspected	1
			Pan Room - Confirmed	1
42	Medication Fridge	2	Medication Room - Suspected	1
			Medication Room - Confirmed	1
43	Crash Trolley	8	Resus Bays	8
44	Xray Units	2	Resus - Suspected	1
			Resus - Confirmed	1
45	Ultrasound Units	2	Resus - Suspected	1
			Resus - Confirmed	1
46	Bar stools - Resus	6	Resus - Suspected	3
			Resus - Confirmed	3
47	Patient side tables - Resus	6	Resus - Suspected	3
			Resus - Confirmed	3
48	Patient side tables (food)	21	Suspected	10
			Confirmed	10
			Palliative Care Room	1
49	Slit Lamp	1	Unit	1
50	Mobile examination light	8	Resus - Suspected	2
			Resus - Confirmed	2
			Suspected	2
			Confirmed	2
51	Oxygen Flow meters	58	Unit	58
52	Suction - LCSU + consumables	12	Resus - Suspected	3
			Resus - Confirmed	3
			Suspected	3
			Confirmed	3
53	Infrared Thermometers	2	Triage	2
54	Scoop Stretcher	1	Triage	1



## Master agreement for the design, establishment, equipping and staffing of a temporary healthcare facility

Aspen Medical Pty Limited ABN 32 105 250 413 (**Aspen Medical**)

and

Australian Capital Territory (**ACT**)

# Master agreement for the design, establishment, equipping and staffing of a temporary healthcare facility

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# Master agreement for the design, establishment, equipping and staffing of a temporary healthcare facility

## Details

### Parties

<b>Name</b>	<b>Aspen Medical Pty Limited</b>
<b>ABN</b>	32 105 250 413
<b>Address</b>	c/-Suite 17C, 2 King Street Deakin ACT 2600, Australia
<b>Short Form Name</b>	<b>Aspen Medical</b>
<b>Name</b>	<b>AUSTRALIAN CAPITAL TERRITORY</b> the body politic established by section 7 of the <i>Australian Capital Territory</i> (Self- Government) Act 1988 (Cth)
<b>Short Form Name</b>	<b>ACT</b>

### Recitals

- A The ACT requires the urgent design, establishment, equipping and staffing of a temporary public healthcare facility to increase capacity during the COVID-19 Pandemic.
- B Aspen Medical has agreed to provide the urgent design, establishment, equipping and staffing of the temporary public healthcare facility in accordance with the terms of this Agreement and each Work Order.

# Master agreement for the design, establishment, equipping and staffing of a temporary healthcare facility

## General Conditions

### 1 Definitions and interpretation

#### 1.1 Terms defined in the Agreement

The following definitions apply in this Agreement unless the context otherwise requires.

#### 1.2 Definitions

These meanings apply unless the contrary intention appears:

**ACT Confidential Information** Patient Data and any information that is or relates to Patients, and any documents, submissions, strategies, practices or procedures of the ACT which are by their nature confidential or are notified to Aspen Medical as being confidential, but does not include information that becomes public knowledge (other than by breach of this Agreement) or has been notified by ACT as not being confidential.

**ACT Representative** means the person or persons appointed by ACT (as specified in Item 2 of Schedule 1) or any person or persons notified by ACT to Aspen Medical from time to time.

**Agreement** means the agreement between the Parties comprising this document, including the Recitals, General Conditions and any Schedules or annexures to it, and each Work Order.

**Approvals** means any accreditations, assessments, approvals, authorisations, registrations, consents, permissions, permits, determinations, certificates, notices, licences, waivers or the like in connection with the Facility or the Services under Law or by any Authority, including any conditions under them.

**Aspen Medical Staff** means the Clinical Staff and the project management and procurement staff for the provision of Services under each Work Order, including personnel engaged by Aspen Medical to provide the Services in the following categories:

- a. administrative support;
- b. support services such as ward services, food services and logistics;
- c. allied health personnel;
- d. nursing and midwifery personnel;
- e. medical personnel; and

all other personnel engaged in the provision of the Services

**Aspen Medical Representative** means the person appointed by Aspen Medical (as specified in Item 1 of Schedule 1) or any person notified by Aspen Medical to ACT from time to time.

**Authority** means any court or tribunal or any public or statutory or government (whether federal, state or local) body, authority, council, department, ministry, commission, official or agency and any other person having jurisdiction in connection with the Project, Services or this Agreement.

**Business Day** means a day other than:

- (a) a Saturday or Sunday;
- (b) a public holiday, special holiday or bank holiday in the Australian Capital Territory; or

(c) 27, 28, 29, 30 or 31 December.

**Claim** means any claim, demand, proceeding, suit, litigation, action, cause of action or other legal recourse (whether in contract, tort, under statute or otherwise).

**Clinical Services** means the services to be provided by the Clinical Staff at the Facility under the Direction of ACT as further described in the relevant Work Order.

**Clinical Staff** means the healthcare staff providing the Clinical Services.

**Commencement Date** is the date of this Agreement.

**Consequential Loss** means any of the following losses:

- (a) loss of contract
- (b) loss of production;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) business continuity;
- (f) loss of use (but not of the Facility);
- (g) loss of financing costs;
- (h) loss of actual or anticipated profit, business or revenue; or
- (i) damage to reputation,

arising out of or in connection with the Agreement and whether or not foreseeable or in the ordinary contemplation of the Parties at the date of the Agreement but not arising out of or in connection with the COVID-19 Pandemic.

**COVID-19 Pandemic** means the disease declared in *Public Health ('COVID-19' AKA 'Novel Coronavirus' – Temporary Notifiable Condition) Determination 2020 (No 1)* (Disallowable Instrument DI2020-18) to be a transmissible notifiable condition.

**Design Documentation** means all documents, designs, drawings, specifications and other information required to be created by or on behalf of Aspen Medical for the purposes of the Facility design.

**Direction** means a lawful and reasonable written or oral direction by ACT to Aspen Medical under or in connection with this Agreement.

**End Date** means 6 months from the Commencement Date.

**Equipment** means the equipment for the Facility as set out in the relevant Work Order.

**Equipment Specification** means the details of the required Equipment for the Facility as set out in the relevant Work Order.

**Facility** means the temporary healthcare facility being constructed to assist with caring for and treating patients due to the COVID-19 Pandemic.

**Facility Site** means the Garran Oval in the ACT as further described in Attachment 1.

**Facility Specification** means the scope of the Facility set out in each relevant Work Order.

**Fault** means any negligent or unlawful act or omission or wilful misconduct.

**Fee** means the amount payable by ACT to Aspen Medical for the Services as set out in a Work Order, as adjusted pursuant to the terms of this Agreement.

**Fit for Purpose** means fit for the purpose, function and use, and otherwise meeting the requirements, stated in, or reasonably ascertained from, this Agreement and each Work Order, including the Facility Specification.

**GST** means the goods and services tax imposed by the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Good Industry Practice** means works, services and practices carried out:

- (a) with the skill, care, diligence and foresight which may reasonably be expected of a skilled professional performing services similar to the Services;
- (b) in a manner which is safe to all people and the environment;
- (c) with an appropriate number of trained and experienced personnel and using new and suitable fixtures, fittings and finishes; and
- (d) in accordance with applicable Laws, standards, codes and specifications, including those notified by the ACT to Aspen Medical.

**Health Records Act** means Health Records (Privacy and Access) Act 2014.

**Law** means:

- (a) any applicable Commonwealth, State or Territory legislation including delegated legislation, regulations, by laws or the like; and
- (a) common law and equity;

**Intellectual Property Rights** includes all copyright, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Loss** means all losses, liabilities, damages, debt, and all related costs, charges and expenses or other liability of any kind or character (including any reasonable legal fees and disbursements and reasonable costs of investigation, litigation, settlement, judgement, appeal, interest and penalties).

**Laws** includes, from time to time, all applicable legislation, ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where the Services are performed, or the Commonwealth of Australia.

**Medical Malpractice Insurance** means professional indemnity insurance providing cover on a claims-made basis that complies with applicable requirements under the *Medical Indemnity (Prudential Supervision and Product Standards) Act 2003* (Cth).

**Moral Rights** means the right of attribution, the right against false attribution and the right of integrity of authorship as defined in the *Copyright Act 1968* (Cth),

**OH&S Law** means the *Work Health and Safety Act 2011* (ACT), the *Work Health and Safety Regulation 2011* (ACT) and Part 2A of the *Crimes Act 1900* (ACT), and all other laws applicable in the Australian Capital Territory dealing with work health and safety matters;

**Party** means Aspen Medical or ACT, and Parties means both Aspen Medical and ACT.

**Patient** a person admitted for treatment at the Facility.

**Patient Data** means any record, or any part of a record, containing Personal Information or Personal Health Information about a Patient.

**Patient Management System** means the ACT system for storing Patient Data.

**Personal Health Information** has the meaning given in the *Health Records (Privacy and Access) Act 1997*.

**Personal Information** has the meaning given in the *Information Privacy Act 2014/201* and includes Patient Data.



**Privacy Act** means the *Information Privacy Act 2014*.

**Project** means (to the extent agreed in Work Orders) all of the activities necessary to design, construct, provide Clinical Staff and Clinical Services of and for and demobilise the Facility, including the provision of the Aspen Medical Staff and the Equipment for the Facility during the Term.

**Services** means the collective activities necessary to deliver the Project as further specified in, the Work Orders.

**Tax Invoice** has the meaning given to it in the GST Act.

**Taxes** includes any tax, sales tax, PAYG taxes, consumption tax, payroll tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding, which is levied or imposed, together with any interest, penalty, charge, fee or other amount imposed or made on or in respect of any of the foregoing but excludes any GST.

**Term** means the period from the Commencement Date to the End Date, as may be extended under clause 2.1(b), subject to any earlier termination of this Agreement.

**Variation** means an increase, addition, or decrease or omission from or change in the Project or Services.

**Work Order** means:

- (a) a work order substantially in the form of Attachment 2 to this Agreement, completed and signed by Aspen Medical and ACT; and
- (b) the RFQ issued 11 April 2020 "Equipment Purchase in Relation to Temporary COVID-19 Emergency Department" and signed by the Parties.

### 1.3 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include the either gender;
- (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (d) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (e) all references to payment or dollars are Australian dollars;
- (f) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (g) any uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;
- (h) the word "include" and its derivations are not to be construed as words of limitation; and
- (i) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

The schedules (and annexures and documents incorporated by reference, if any) form part of this Agreement.

## **2 Term, Priority, Prior Services and Work Orders**

### **2.1 Term**

- (a) The engagement of Aspen Medical by ACT under this Agreement will commence on the Commencement Date and continues during the Term.
- (b) ACT may make a request to Aspen Medical to extend the Term of this Agreement and any Work Orders in writing by providing notice to Aspen Medical no less than 21 days before end of the Term. Any extension of the Term must be by mutual written agreement between the Parties and, unless otherwise agreed, will be on the same terms as this Agreement and each relevant Work Order.

### **2.2 Constitution of Agreement, priority of documents and Work Orders**

- (a) Aspen Medical agrees to provide the Services to ACT on the terms of this Agreement and the Work Orders. An agreement to provide Services only becomes binding when both Aspen Medical and ACT have signed a Works Order for the relevant Services.
- (b) The Agreement is made up of the following documents, which supersede all understandings, representations and communications between the parties related to the subject matter of the Agreement made before the Commencement Date. To the extent of any inconsistency between two or more documents which form part of this Agreement, those documents will be interpreted in the following (descending) order of priority:
  - (1) any Work Order agreed by the parties pursuant to clause 2.2;
  - (2) the clauses in the main body of this Agreement;
  - (3) the Schedules; and
  - (4) the Attachments.
- (c) For the avoidance of doubt, final and signed Work Orders describe additional requirements for the Services and are not separate contracts.
- (d) From time to time the ACT may issue one or more draft Work Orders to Aspen Medical detailing Services requested. Upon receipt of a draft Work Order, Aspen Medical must submit a written response that addresses all matters specified in the draft Work Order, or in any covering letter or other document provided with the draft Work Order (which may include, for example, responding to assessment criteria, the provision of a quotation and the provision of a pricing breakdown to facilitate evaluation of value for money).
- (e) The ACT will assess Aspen Medical's response to a draft Work Order in its absolute discretion.
- (f) If the ACT accepts Aspen Medical's response to a draft Work Order (whether following negotiations or otherwise), and unless otherwise waived by ACT in writing, a final Work Order agreed by the parties must be signed by both Aspen Medical and ACT prior to the commencement of the Services specified in that Work Order.
- (g) Aspen Medical must provide the Services in accordance with any agreed final Work Orders and this Agreement.

### **2.3 Prior Services**

As and from the Commencement Date, any performance of any of the Services prior to the Commencement Date shall be deemed to have been carried out pursuant to, and shall be subject to, the requirements of this Agreement and the relevant Work Order.

### **3 Aspen Medical's Obligations – general**

#### **3.1 Project standards of performance**

Aspen Medical must:

- (a) perform the Services for the Project in accordance with this Agreement, each relevant Work Order, the Law and Good Industry Practice;
- (b) commence performing the Services on the Commencement Date, and proceed with and complete the Services necessary for the Project:
  - (1) diligently and regularly; and
  - (2) within the times required by this Agreement and each relevant Work Order;
- (c) comply with all Directions given by ACT in accordance with, or to comply with, this Agreement and each relevant Work Order;
- (d) ensure that all materials, equipment and goods used in the performance of the Services are new and are of good quality;
- (e) regularly and diligently carry out its obligations under this Agreement and each relevant Work Order;
- (f) keep ACT fully and regularly informed as to all matters affecting or relating to the Services for the Project; and
- (g) co-ordinate the Services and the Project with any activities being undertaken by ACT and any other contractors on or around the Facility.

#### **3.2 Occupational health and safety**

Aspen Medical must perform the Services:

- (a) safely, and in a manner that does not put the health and safety of any person at risk;
- (b) in a manner that protects, and does not cause damage to, property; and
- (c) in a manner which enables ACT to comply with its obligations under the OH&S Law, and ensure that it does not do anything, or fail to do anything, that would cause ACT to be in breach of the OH&S Law.

#### **3.3 Subcontracting**

- (a) Aspen Medical may subcontract parts of the Services without the consent of or notice to ACT but may not subcontract the entirety of the Services.
- (b) Without limiting the terms of clause 3.3(a), ACT acknowledges that Aspen Medical subcontract the design and construction of the Facility to a suitably qualified subcontractor.
- (c) Aspen Medical remains entirely responsible for the Services and the Facility despite any subcontracting of them.

#### **3.4 Cooperation and early warning**

- (a) The Parties must do all they reasonably can to:
  - (1) co-operate in all matters relating to the Agreement.



- (2) avoid hindering the performance of the other under the Agreement and each relevant Work Order; and
  - (3) promptly inform the other of anything of which it becomes aware which is likely to affect the Project, and the Parties must then investigate how to avoid or minimise any adverse effect on the Project.
- (b) This clause does not change the rights and responsibilities of either Party under the Agreement and each relevant Work Order, unless they agree in writing to change them.

## **4 Not used**

## **5 Design**

- (a) To the extent Aspen Medical is required to provide design services under a Work Order, it must ensure that the design and engineering of the Facility, and the Design Documentation:
- (1) comply with the requirements of the Agreement, relevant Work Orders and requests by the ACT;
  - (2) comply with all Laws and Approvals;
  - (3) is in accordance with Good Industry Practice; and
  - (4) are Fit for Purpose.

## **6 Construction**

### **6.1 Quality and description**

- (a) To the extent Aspen Medical is required to construct the Facility, it must procure the construction of the Facility in accordance with:
- (1) the Design Documentation, subject to any design review process set out in a relevant Work Order;
  - (2) the Directions of ACT;
  - (3) Good Industry Practice; and
  - (4) the Facility Specification.

### **6.2 Control of the Facility Site and care of the Facility during construction**

- (a) The Parties agree that Manteena Commercial Pty Ltd will be appointed the Principal Contractor for the construction of the Facility, including to have management and control of the Facility Site, and to discharge the duties of a principal contractor under Chapter 6 of the Work Health and Safety Regulation 2011 in respect of the Facility Site.
- (b) Aspen Medical must:
- (1) ensure that it and all its employees, subcontractors and suppliers, comply with the work health and safety management plan of the appointed principal contractor and

all directions, notices and any other notifications issued for or on behalf of the principal contractor referable to work health and safety matters;

- (2) comply with the OH&S Legislation, including its duty to consult, co-operate and coordinate activities with all other persons conducting a business or undertaking at the Facility Site;
  - (3) ensure all safety incidents during construction or demobilisation, including near misses, and all visits by ACT WorkSafe, are reported immediately to the ACT;
  - (4) if requested by the ACT, investigate and submit a written report as soon as practicable after an incident, including near miss.
- (c) Aspen Medical is responsible from the beginning of construction of the Facility to the expiration or termination of this Deed for the care of the Facility.

### 6.3 Protection of people and property

- (a) Aspen Medical shall:
- (1) provide all things and take all measures necessary to protect people and property and the environment; and
  - (2) avoid unnecessary interference with the passage of people and property.
- (b) Until the expiration or termination of this Agreement, Aspen Medical must maintain all lighting, fencing and security:
- (1) as required by the Facility Specification;
  - (2) when and where necessary for the proper performance and the protection of the Facility during construction and operation, and the safety of the ACT, occupiers of adjacent property and the public.

## 7 Equipment and Materials

### 7.1 Equipment procurement

- (a) The parties:
- (1) acknowledge that Aspen Medical will use best endeavours to provide the Equipment pursuant to the request for quotation issued 11 April 2020 "Equipment Purchase in Relation to Temporary COVID-19 Emergency Department" that is agreed and signed by the Parties (**RFQ**), with the RFQ constituting a Work Order for the purposes of and subject to this Agreement; and
  - (2) agree that the provisions of this clause 7 and any other clauses in this Agreement relevant to the Equipment are incorporated in the RFQ and take precedence in the event of inconsistency with the RFQ.
- (b) Aspen Medical will use best endeavours to ensure that, to the extent practicable and permitted by law, the ACT receives the benefit of any warranty given by a third party.
- (c) Should it become probable that Aspen Medical will not be able to provide the Equipment, Aspen Medical must provide notice in writing to ACT as soon as possible upon it becoming aware of that probability.



## 7.2 Title

- (a) Aspen Medical must transfer good, marketable and unencumbered title of the Equipment and all other materials, fittings, parts and components of the Facility (**Materials**) to be installed on, or become part of the Facility, to ACT.
- (b) Title to the Equipment and Materials will pass from Aspen Medical to ACT on the earliest of:
  - (1) transfer of the Equipment or Materials into the control or possession of ACT;
  - (2) installation of the Equipment or Materials at the Facility; and
  - (3) payment by ACT for the Equipment.
- (c) Once title in the Equipment has passed to ACT, it will be the property of ACT free from any Encumbrance.

## 7.3 Rejection

- (a) Title in any rejected Equipment or Materials will pass to Aspen Medical on delivery of it into the control or possession of Aspen Medical.
- (b) Risk in any Equipment and Materials from the time it is rejected by ACT vests in Aspen Medical.

## 7.4 Use of Equipment by Aspen Medical

- (a) Aspen Medical is authorised to use the Equipment in the delivery of the Services only, and must not use the Equipment for any other purpose, or transfer possession or control of the Equipment to any other Party.
- (b) Aspen Medical must maintain and take all reasonable care of the Equipment, and notify the ACT as soon as reasonably practicable if it is lost, destroyed, damaged, defective or deficient. ACT must reimburse Aspen Medical for any equipment maintenance on a cost plus basis. Aspen Medical must seek written approval from ACT to undertake Equipment maintenance activities where cumulative Equipment maintenance costs exceed \$50,000 (ex GST).

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# 8 Clinical

## 8.1 Clinical Staff standards of performance

Where Clinical Services or Clinical Staff are required to be provided by Aspen Medical under a Work Order, it must perform and ensure that all Clinical Staff perform the Clinical Services in accordance with:

- (a) relevant best practice guidelines;
- (b) ACT procedures and protocols, as provided by ACT to Aspen Medical;
- (c) all legislation, regulations, certifications and codes affecting the Clinical Services; and
- (d) the terms and conditions of this Agreement and the relevant Work Order(s).

## 8.2 Aspen Medical Staff

- (a) Aspen Medical Staff must:

- (1) comply with all relevant professional obligations under any codes, guidelines, standards and frameworks relating to the profession that is the subject of the provision of Services, and otherwise conduct themselves during to a high professional standard; and
  - (2) observe the same standards of conduct and behaviour as those required and expected of Territory employees and that are in force in a Territory Hospital from time to time.
- (b) Aspen Medical must ensure that the Aspen Medical Staff providing the Services:
- (1) are suitably skilled, qualified and experienced to carry out the work and are capable of properly providing the Services without oversight by ACT or ACT personnel;
  - (2) hold the right to work in Australia which is relevant to the work;
  - (3) hold all appropriate licences or registrations to perform the work, including (if applicable) registration with the Australian Health Practitioner Regulation Agency or any professional association membership for self-regulating professions that will render them eligible to carry out the work in the Territory;
  - (4) have met all regulatory checks relevant to their duties or otherwise required by law or under this Agreement, including (if applicable) national police checks and working with vulnerable people checks (or equivalent);
  - (5) have been appropriately credentialled for the scope of practice to carry out the work in accordance with Canberra Health Service credentialing policies;
  - (6) are advised about the risk of contracting infections including COVID-19, the necessity for them to protect against such risks and the appropriate use of PPE and other related procedures; and
  - (7) are aware that they should be immunised against such infections and diseases as may be notified by the Territory prior to their commencement.
- (c) Aspen Medical must:
- (1) comply with the National Safety and Quality Health Service Standards;
  - (2) comply with Canberra Health Services policies and procedures in relation to:
    - (A) Scope of Practice and Supervision;
    - (B) Quality and Safety;
    - (C) Risk Management;
    - (D) Incident Management;
    - (E) Management of a Deteriorating Patient; and
    - (F) Training and Delivery of Life Support.
  - (3) induct Aspen Medical Staff as relevant to the standards, policies and procedures listed in clause 8.2(c)(1) and (2) prior to commencing work in the Facility;
  - (4) if requested by ACT, provide evidence satisfactory to the Territory and a statement confirming it is in compliance with the standards, policies and procedures listed in clause 8.2(c)(1) and (2);

- (5) if requested by ACT, provide evidence satisfactory to the Territory of any licences, qualifications and checks in respect of any Aspen Medical Staff;
- (6) if requested by ACT, immediately provide a current copy of the workforce roster to ACT for review.
- (d) It is the intention of the parties that processes for training and inducting Aspen Medical Staff to the standards, policies and procedures listed in clause 8.2(c)(1) and (2) will be included in the relevant Work Orders relating to Clinical Services and Clinical Staff.

### 8.3 Step in

Where Clinical Services or Clinical Staff are required to be provided by Aspen Medical under a Work Order:

- (a) If Aspen Medical fails to provide the Clinical Services as required by this Agreement and relevant Work Order, the ACT and any person authorised by it may:
  - (1) enter the Facility and to the extent permitted by Law take control of, and give directions to Aspen Medical Staff and subcontractors in relation to the operation of the Facility;
  - (2) assist Aspen Medical in the conduct of the Facility or any other way; and
  - (3) perform any activity necessary for the continued conduct of the Facility itself or by engaging third parties,
 for the purpose of remedying the failure.
- (b) Aspen Medical agrees to comply with the ACT in relation to the matters set out in clause 8.3(a), including complying with reasonable directions given by ACT.
- (c) ACT will be responsible for Loss incurred by ACT or Aspen Medical in exercising its rights under this clause, excluding costs or liability incurred by ACT due to a breach of this Agreement or relevant Work Order by Aspen Medical.
- (d) Nothing in this clause limits any of the Territory's rights or remedies for breach of this Agreement or any Work Order by Aspen Medical, or any power ACT may have under the *Public Health Act 1997*.

### 8.4 Patients and Patient Management System

- (a) Aspen Medical acknowledges and agrees that Patients at the Facility are public system patients of the ACT, and Aspen Medical must not charge or bill Patients directly for services at the Facility.
- (b) The Parties agree that Aspen Medical will use the ACT Patient Management System, and the ACT agrees to grant or procure a licence to Aspen Medical for use of that system, sufficient to provide the Services. It is the intention of the parties that processes for training Aspen Medical Staff to use the ACT Patient Management System will be included in the relevant Work Orders relating to Clinical Services and Clinical Staff.
- (c) The Parties agree that all Patient Data, records and other information created by Aspen Medical in the provision of the Services, whether included in the Patient Management System or otherwise, are owned by the ACT on their creation.

### 8.5 Varying Clinical Services and Clinical Staff

- (a) Where the parties enter into Work Orders for Clinical Services or Clinical Staff and subject to those Work Orders, the parties will use their best endeavours to agree arrangements in respect of those Clinical Services or Clinical Staff whereby:



- (1) Aspen Medical will use best endeavours to increase the level of Clinical Services or Clinical Staff upon 3 weeks notice by ACT; and
- (2) Aspen Medical will decrease the level of Clinical Services or Clinical Staff upon 1 week notice by ACT.

## **9 Demobilisation**

### **9.1 Demobilisation of the Facility**

- (a) Aspen Medical must, except to the extent otherwise agreed by the Parties in writing provide information and documents relating to the Facility, or Aspen Medical's provision of the Services, which may be required by the Territory for it to demobilise the Facility.
- (b) The Parties may agree in writing additional demobilisation requirements and arrangements, by way of a Work Order, including but not limited to arrangements for the sale or other disposal of Equipment or other components of the Facility.

## **10 Payment**

### **10.1 Tax invoices**

- (a) In consideration of Aspen Medical delivering the Project in accordance with this Agreement and each relevant Work Order, ACT shall pay Aspen Medical the Fee as set out in each relevant Work Order.
- (b) Unless otherwise specified in a Work Order, every fortnight during the Term, Aspen Medical shall issue a Tax Invoice to ACT in respect of work carried out in the previous fortnight, calculated pursuant to the relevant Work Order.
- (c) At the end of the Term, Aspen Medical shall issue a final Tax Invoice to ACT, including any claim not previously made.
- (d) Subject to clause 10.1, ACT must pay each Tax Invoice within 10 Business Days of receipt.
- (e) Each Tax Invoice issued by Aspen Medical must be given in writing to the ACT Representative and include:
  - (1) a reference to the Work Order to which the Tax Invoice relates;
  - (2) a description of the costs incurred for the goods and services relevant to the Project in the period to which the Tax Invoice relates;
  - (3) the dates the costs were incurred for the relevant Services;
  - (4) the amount Aspen Medical claims is payable to it for the costs incurred for the goods and services relevant to the Services for the Project for the relevant period under the Tax Invoice.
- (f) If ACT disputes the amount owed to Aspen Medical in any Tax Invoice, ACT must:
  - (1) pay Aspen Medical the amount which is not in dispute by the due date; and
  - (2) issue a written notice within 10 Business Days of receipt setting out:
    - (A) the Tax Invoice to which the notice relates;

- (B) ACT's assessment of each of the items claimed in the Tax Invoice and the amount ACT proposes to pay Aspen Medical;
- (C) the reasons for any difference between ACT's assessment and the amount claimed by Aspen Medical in the Tax Invoice; and
- (D) the amount due to Aspen Medical as at the relevant date.

## 10.2 GST

If any supply made under this Agreement and a relevant Work Order is or becomes subject to GST, the party to whom the supply is made must pay to the party making the supply (subject to provision of a valid Tax Invoice) an additional amount on account of GST, and such amount is to be calculated by multiplying the consideration by the applicable rate of GST.

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## 11 Documents and Information

### 11.1 Maintain documents

Aspen Medical appoints the Aspen Medical Representative to act, and to provide directions and documents, as agent on its behalf. Aspen Medical may replace the Aspen Medical Representative.

### 11.2 Confidentiality of ACT Confidential Information

- (a) Subject to where Aspen Medical is required to disclose any ACT Confidential Information to comply with any Law, Aspen Medical must keep confidential the ACT Confidential Information and only use ACT Confidential Information to the extent required to deliver the Facility and perform the Services.
- (b) Aspen Medical must take all reasonable measures to ensure that ACT Confidential Information accessed or held by it in connection with this Agreement and each Work Order is protected against loss, unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose and that only its authorised personnel have access to ACT Confidential Information.
- (c) Aspen Medical must, on expiration or termination of this Agreement, at ACT's election, deliver to ACT or permanently destroy all ACT Confidential Information.

### 11.3 Aspen Medical Confidential Text

- (a) In giving effect to the principles of open and accountable government, the ACT may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement and each Work Order is a notifiable contract under the *Government Procurement Act 2001* and the ACT may be required to make the text of this Agreement (excluding any "Confidential Text") available to the public, including by publication on a public contracts register.
- (b) The following is "Confidential Text":
  - (1) individual components of pricing;
  - (2) medical services descriptions;
  - (3) medical services delivery methodologies;
  - (4) names of medical equipment suppliers;
  - (5) procedures and protocols for the Services;



- (6) names of individuals,
- on the grounds that disclosure of the text would:
- (7) be an unreasonable disclosure of Personal Information about a person; or
  - (8) be an unreasonable disclosure of information about the business affairs of a person; or
  - (9) disclose a trade secret, or information having a commercial value that would be, or could reasonably be expected to be, diminished or destroyed if the information were disclosed.
- (c) Except as provided in this Agreement or a relevant Work Order, the ACT must not disclose Confidential Text to any person without the prior written consent of Aspen Medical (which consent will not be unreasonably withheld) except to the extent that Confidential Text: is required or authorised to be disclosed under Law; is reasonably necessary for the enforcement of the criminal law; is disclosed to the ACT's solicitors, auditors, insurers or advisers; is generally available to the public; is in the possession of the ACT without restriction in relation to disclosure before the date of receipt from the Provider; is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

## **12 Administration and Notices**

### **12.1 Aspen Medical's Representative**

Aspen Medical appoints the Aspen Medical's Representative to act, and to provide directions and documents, as agent on its behalf. Aspen Medical may replace the Aspen Medical Representative.

### **12.2 ACT's Representative**

ACT appoints the ACT Representative to act, and to receive documents, and to provide Directions, as agent on its behalf. ACT may replace the ACT Representative.

### **12.3 Notices and service**

- (a) Subject to clause 5.3(c), service of any notice or other communication under this Agreement and each Work Order must be in writing and:
  - (1) be addressed to Aspen Medical's Representative or ACT's Representative (as is appropriate); and
  - (2) be effected by mail or email.
- (b) A notice or other communication under this Agreement and each relevant Work Order is deemed to be received by the other Party to whom it is addressed as follows:
  - (1) if sent by mail, on the sixth Business Day after the date of its posting; and
  - (2) if sent by email, 3 Business Hours after it is sent.
- (c) If ACT is purporting to terminate or issue a notice of default, the notice must be sent by email to [mwidmaier@aspenmedical.com](mailto:mwidmaier@aspenmedical.com) as well as by mail to Aspen Medical's registered office and marked to the attention of the In House Legal Counsel.

## 13 Protection of Personal Information

### 13.1 Obligations

- (a) With respect to Personal Information and Personal Health Information that Aspen Medical collects or has access to or in any way deals with in order to provide the Services, Aspen Medical must at all times:
- (1) ensure that all Personal Information and Personal Health Information are dealt with in accordance with the Privacy Act and Health Records Act;
  - (2) ensure that all Personal Information and Personal Health Information is protected against loss and against unauthorised access, use, modification disclosure or other misuse;
  - (3) not use Personal Information or Personal Health Information other than for the purposes of the performance of the Services, unless required or authorised by Law;
  - (4) not disclose Personal Information or Personal Health Information, unless required by Law, and notify ACT immediately if it becomes aware that a disclosure is required by law or an unauthorised disclosure has occurred;
  - (5) comply with the Territory Privacy Principals (**TPPs**) and Privacy Principles (**PPs**), as defined in the Privacy Act and Health Records Act, and not engage in a practice that breaches the TPPs or PPs
  - (6) ensure that access to Personal Information and Personal Health Information is restricted to Aspen Medical Staff who require access in order to perform their duties under this Agreement;
  - (7) ensure that Aspen Medical Staff do not access, use or disclose Personal Information or Personal Health Information other than in the performance of their duties under this Agreement;
  - (8) fully cooperate with ACT to respond to application for access to, or amendment of a document containing an Individual's Personal Information or Personal Health Information and to a privacy complaint; and
  - (9) comply with such other privacy and security measures as ACT advises in writing from time to time.
- (b) For the avoidance of doubt, the ownership of, and Intellectual Property Rights (including copyright) in, any record, documentation, data, information or material:
- (1) containing Personal Health Information of a Patient; and/or
  - (2) created, written or otherwise brought into existence by Aspen Medical as part of, or for the purpose of performing the Services,
- will vest, upon its creation, in ACT.
- (c) Aspen Medical must:
- (1) on request by ACT and within the time specified, provide, or provide access to (including to examine, copy and use), all Personal Health Information of Patients in the custody or control of Aspen Medical pursuant to this Agreement; and
  - (2) ensure that each Patient is made generally aware and/or has consented to, the disclosure and access requirements of clause 13.1(c)(i).

### 13.2 Mandatory data breach requirements

- (a) The Parties agree that any complaint alleging a contravention of PP or TPP, or otherwise arising under the Privacy Act or Health Records Act, in relation to a consumer in respect of any Services performed by Aspen Medical ("**Complaint**") will be handled by the ACT in accordance with the following procedures:
  - (1) If the ACT receives a Complaint it will immediately notify Aspen Medical of only those details of the Complaint necessary to minimise any breach or prevent further breaches of this Agreement;
  - (2) if Aspen Medical receives a Complaint it must immediately notify the ACT of the nature of the Complaint ; and
  - (3) after the ACT has given or been given notice, it will keep Aspen Medical informed of all progress with the Complaint concerning the actions of Aspen Medical.

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## 13A Industrial Relations

- (a) Aspen Medical will ensure all subcontractors engaged to provide Applicable Subcontractor Work hold a Secure Local Jobs Code Certificate at all times during their engagement for the Project, where:
  - (1) "Applicable Subcontractor Work" means works or services that would, if provided to a "Territory Entity", be "Territory Funded Work"; and
  - (2) "Secure Local Jobs Code Certificate", "Territory-Funded Work" and "Territory Entity" each have the meaning given to those terms by the *Government Procurement Act 2001*.
- (b) Aspen Medical must comply with its Employee and Industrial Relations Obligations, including ensuring employees are paid wages at rates and employed under conditions of employment no less favourable than those required by law and provide a declaration (in a form required by ACT) ("Ethical Suppliers Declaration") and/or evidence when reasonably requested of its compliance. If requested by the ACT, Aspen Medical will procure an Ethical Suppliers Declaration from subcontractors.
- (c) In this clause 13A:
 

"Employee and Industrial Relations Obligations" means compliance with relevant employee awards or agreements; the *Long Service Leave Act 1976* ; the *Work Safety Act 2008*; the *Long Service Leave (Portable Schemes) Act 2009* ; the *Workers Compensation Act 1951*; the *Workplace Relations Act 1996* (Cth); the *Fair Work Act 2009* (Cth); the *Superannuation Guarantee (Administration) Act 1992* (Cth); the *Building and Construction Industry Improvement Act 2005* (Cth); the *Equal Opportunity for Women in the Workplace Act 2005* (Cth); the *Paid Parental Leave Act 2010* (Cth); the *Payroll Tax Act 1987* (ACT); the *Work Health and Safety Act 2011* (ACT); any Regulations made under the above Acts; any laws of the Commonwealth or the Australian Capital Territory which vary or replace the above Acts or Regulations, or any part of them; and any other Acts or Regulations of the Commonwealth or the Australian Capital Territory which deal with matters relating to industrial relations, employment and/or workplace health and safety obligations.

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## 14 Liability and Indemnity

### 14.1 Indemnity

A Party (the "Indemnifier") agrees to indemnify the other Party (the "Innocent Party") against any:

- (a) Loss incurred by the Innocent Party; and / or



(b) Loss incurred by the Innocent Party in dealing with any Claim against the Innocent Party;  
in connection with:

- (c) any act or omission by the Indemnifier, or any of the Indemnifier's employees, agents, or subcontractors in connection with this Agreement and each Work Order, where there was Fault on the part of the person whose conduct gave rise to that Loss; and/ or
- (d) any breach by the Indemnifier, or any of the Indemnifier's employees, agents, or subcontractors of obligations, representations or warranties under this Agreement and each Work Order where there was Fault on the part of the person whose conduct gave rise to that breach.

## **14.2 Reduction of liability**

The Indemnifier's liability to indemnify the Innocent Party under this clause 14 will be reduced proportionately to the extent that any Fault on the Innocent Party's part contributed to the relevant Loss.

## **14.3 Limitation of Liability**

- (a) Subject to clause 14.3(b), to the extent permitted by Law, Aspen Medical's aggregate liability for all Claims directly or indirectly arising from, or connected to, the Services is limited to \$5,000,000 or five (5) times the total fees charged by Aspen Medical under this Agreement, whichever is the lesser.
- (b) Aspen Medical's liability remains unlimited in relation to the following:
  - (1) personal injury including sickness and death;
  - (2) loss of, or damage to, tangible property;
  - (3) third party claims, including infringement of Intellectual Property Rights;
  - (4) claims, costs, loss or damage caused by wilful or unlawful acts or omissions of Aspen Medical; and
  - (5) to the extent of any proceeds of insurance.

---

# **15 Insurance**

## **15.1 Insurance policies**

- (a) In connection with the performance of this Agreement and each Work Order, Aspen Medical must maintain, and will ensure that any relevant party and all subcontractors maintains, valid and enforceable insurance policies relevant to the Services required under this Agreement and each Work Order throughout the Term. Specifically, Aspen Medical will and will ensure that its subcontractors do hold (where applicable to the subcontractor services):
  - (1) Medical Malpractice insurance for an amount not less than \$20 million for any single occurrence;
  - (2) all necessary insurances required under all laws pertaining to workers compensation and employers liability;
  - (3) public and products liability insurance with worldwide coverage, for an amount not less than \$20 million for any single occurrence; and

- (4) professional indemnity insurance for an amount not less than \$20 Million for any single occurrence.

## **15.2 Evidence of insurance required**

Aspen Medical must give evidence of insurance as requested by ACT.

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## **16 Consequential Loss and Force Majeure**

- (a) Neither Party is liable to the other for any Consequential Loss.
- (b) Neither Party is liable for any breach of its obligations under this Agreement or a Work Order to the extent that the breach resulted from any event which is outside the reasonable control of the affected Party and could not have been prevented by that Party taking all reasonable steps. For clarity, an affected Party may, without notice to the other Party, suspend its performance of any obligations that it is unable to perform due to the relevant force majeure event during the period of the event. Notwithstanding this clause, the Parties agree that Aspen Medical may not suspend performance of any obligations under this Agreement or any Work Order for any reason related to the COVID-19 Pandemic.

---

## **17 Variation**

### **17.1 Undertaking Variations**

- (a) ACT may give a direction requesting a Variation either in writing or orally. Aspen Medical may propose a Variation to the Services either in writing or orally.
- (b) Where Aspen Medical believes that any direction by ACT amounts to a Variation, it must provide oral notice of this as soon as reasonably practicable to an ACT employee.

### **17.2 Valuation**

Upon receipt of a Variation, Aspen Medical must provide a quote, which must set out the details of the change that the Variation will have on the Fee.

A Variation quote may only be accepted by ACT in writing. If the quote is accepted by ACT, the Fee will be varied in accordance with the quote.

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## **18 Dispute resolution**

### **18.1 Agreement**

Subject to clause 18.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement or a Work Order, which cannot be resolved by informal discussion, until the procedure provided by this clause has been used.

### **18.2 Required procedure**

The Parties agree that any dispute arising during the course of this Agreement is dealt with as follows:

- (a) the Party claiming that there is a dispute will send the other Party a written notice setting out the nature of the dispute;
- (b) the Parties will try to resolve the dispute through direct negotiation by persons to whom they have given authority to resolve the dispute;



- (c) the Parties have 5 Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

if:

- (1) there is no resolution of the dispute;
- (2) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (3) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or extended time as the Parties may agree in writing before the expiration of the 15 Business Days;

then either party may commence legal proceedings.

### **18.3 Exceptions**

This clause 18 does not prevent either party commences legal proceedings for urgent interlocutory relief.

### **18.4 Performance**

Despite the existence of a dispute, both Parties must (unless requested in writing by the other party not to do so) continue to perform obligations under this Agreement and each Work Order.

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## **19 Termination**

### **19.1 Termination for convenience or reduction**

Either Party, may at any time, by providing 30 days written notice, terminate this Agreement and/or one or more Work Orders, without prejudice to the rights, liabilities, or obligations of either party accruing prior to the date of termination.

- (a) Upon receipt of a notice of termination or reduction Aspen Medical must:
  - (1) stop work at the date of termination as specified in the notice; and
  - (2) take all steps available to minimise loss resulting from that termination or reduction.
- (b) If this Agreement is terminated or a Work Order terminated under clause 19.1 by ACT, ACT is liable for:
  - (1) payments under clause 10 that were due before the effective date of termination and for all work performed by Aspen Medical up until the date of termination; and
  - (2) subject to clause 19.1(a), reasonable demobilisation costs of Aspen Medical and all other costs and expenses incurred by Aspen Medical and directly attributable to the termination.

### **19.2 Termination for default**

- (a) Either Party may terminate this Agreement and/or terminate any one or more Work Orders effective immediately by giving written notice to the other Party if:

- (1) a Party fails to fulfil, or breaches any of their obligations of this Agreement or the relevant Work Order and fails to remedy the breach within 10 Business Days after receiving notice requiring it to do so; or
  - (2) in respect of Aspen Medical, an event specified in clause 19.2(b) occurs to it.
- (b) Aspen Medical must notify the ACT immediately if:
- (1) it fails to comply with a statutory demand within the meaning of Section 459F of the *Corporations Act 2001* (Cth);
  - (2) it disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
  - (3) it ceases to carry on business relevant to the performance of the Services;
  - (4) it ceases to be able to pay its debts as they become due;
  - (5) proceedings are initiated to obtain an order for its winding up or any shareholder, member or director convenes a meeting to consider a resolution for the company's winding up;
  - (6) it comes under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in other legislation, or an order had been made to place a Party under external administration; or
  - (7) a notice is served on it or proceedings are taken to cancel its incorporation or registration or to dissolve it as a legal entity.

### 19.3 Termination and End Date Activities

- (a) Upon the earlier of the date of termination of the Agreement and the End Date, Aspen Medical must, except to the extent otherwise agreed by the Parties in writing:
- (1) provide information and documents relating to the Facility, or Aspen Medical's provision of the Services, which may be required by the Territory for it to take over effective management and use of the Facility;
  - (2) co-operate with the ACT and any incoming contractor and do all tasks and things as may be reasonably necessary to ensure the smooth transition of the provision of the Services in a manner which ensures no interruption of the Services;
  - (3) provide to the ACT all documents which contain or relate to any ACT Confidential Information, and copies of all manuals, plans and documentation for the continued use and maintenance of the Facility;
  - (4) deliver all existing data in relation to Services provided;
  - (5) return to the ACT (or leave within the Facility, as the case may be) all Equipment and any other equipment, consumables, or materials provided in connection with this Agreement and each Work Order in good condition (normal wear and tear excepted);
  - (6) engage in a reasonable amount of briefings as required by ACT with a view to ensuring that the ACT or incoming contractor have sufficient information to provide the Services and operate the Facility; and
  - (7) vacate the Facility by the date of termination or expiration, leaving the Facility in good and clean condition.

**19.4 Survival**

The following clauses survive the expiry or termination of this Agreement and each Work Order:

- (a) 10 (Fees);
- (b) 11 (Confidential Information);
- (c) 13 (Protection of Personal Information);
- (d) 0 (Indemnity);
- (e) 15 (Insurance);
- (f) 16 (Dispute Resolution);
- (g) 15.1(b) (payments); and
- (h) 21.7 (Governing law and jurisdiction).

**19.5 Termination does not affect accrued rights**

Termination of this Agreement or a Work Order does not affect any accrued rights or remedies of a Party.

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**20 Negation of employment, partnership or agency**

- (a) Aspen Medical must not represent itself, and must ensure that its officers, employees, partners, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of ACT, or as otherwise able to bind or represent ACT.
- (b) This Agreement does not create a relationship of employment, agency or partnership between the Parties.

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**21 Miscellaneous****21.1 Variation**

This Agreement and each Work Order may be varied in accordance with its terms and in writing signed by each party.

**21.2 Costs**

Each Party must pay its own costs of negotiating, preparing and executing this Agreement and each Work Order.

**21.3 No merger**

The rights and obligations of the Parties under this Agreement and each Work Order do not merge on completion of any transaction contemplated by this Agreement.

**21.4 Severability**

A term or part of a term of this Agreement or a Work Order that is illegal or unenforceable may be severed from this Agreement or relevant Work Order and the remaining terms or parts of the term of this Agreement or relevant Work Order continue in force.

**21.5 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

**21.6 Assignment and novation**

A Party must not assign its rights or novate its rights and obligations under this Agreement or a Work Order without the prior written consent of the other Party.

**21.7 Governing law and jurisdiction**

This Agreement and each Work Order is governed by the laws of the Australian Capital Territory and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of the Australian Capital Territory.

**21.8 Counterparts**

This Agreement and each Work Order may be executed in counterparts. All executed counterparts constitute one document.

**21.9 Entire agreement**

This Agreement constitute the entire agreement between the Parties in connection with its subject matter and supersede all previous agreements or understandings between the Parties in connection with its subject matter.

**21.10 Further action**

Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement and each Work Order.

**21.11 Announcements**

Either Party must, before making a public announcement in connection with this Agreement or a Work Order, including if required by Law or regulatory body (including a relevant stock exchange), to the extent practicable, first consult with and take into account the reasonable requirements of the other Party. However this clause does not prevent the ACT making announcements regarding the entering into this Agreement or any Work Order, completion of key milestones, or in relation to data and statistics associated with the Services.





## Schedule 1 – Details

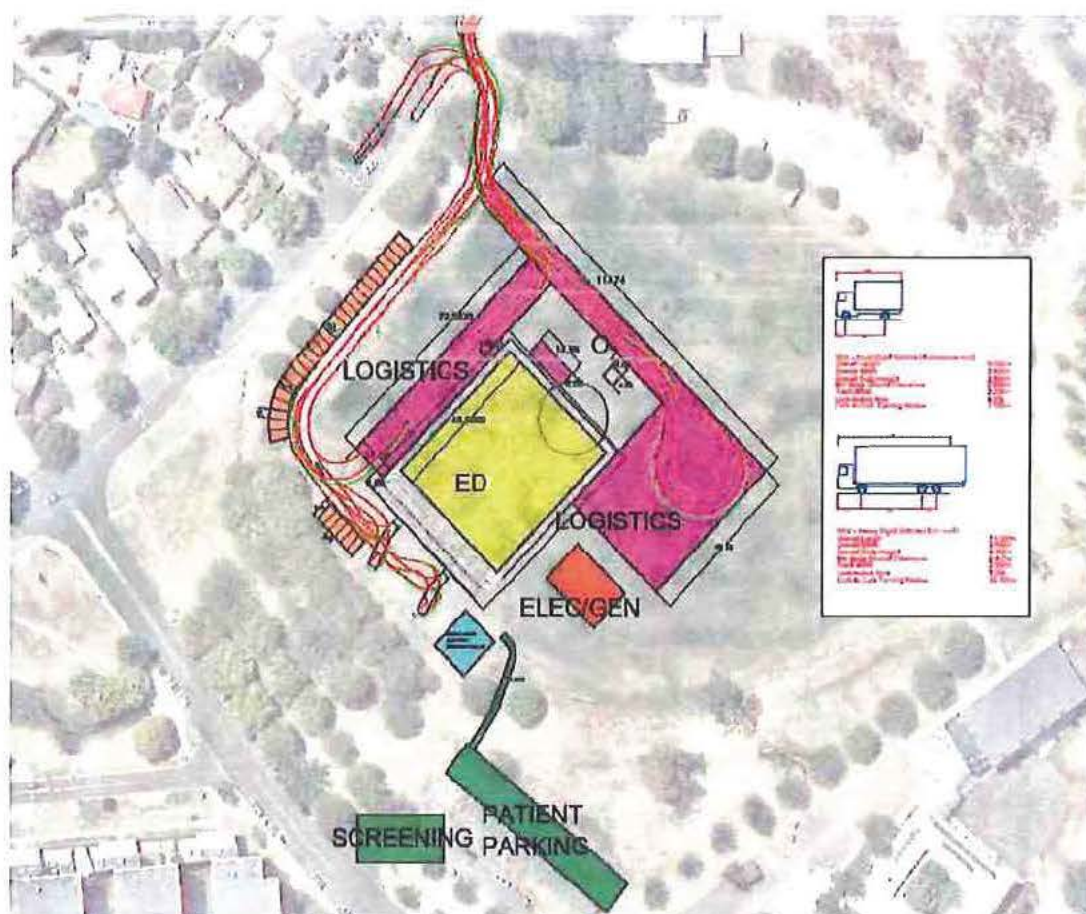
Item 1	<p><b>Aspen Medical Representative:</b></p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email address: [REDACTED]</p> <p>Mailing address: 17C, 2 King Street, Deakin, ACT. 2600, Australia</p>
Item 2	<p><b>ACT Representative:</b></p> <p><i>For construction related matters:</i></p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email Address [REDACTED] <a href="mailto:[REDACTED]@act.gov.au">@act.gov.au</a></p> <p>and</p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email Address [REDACTED] <a href="mailto:[REDACTED]@act.gov.au">@act.gov.au</a></p> <p>Mailing Address: PO Box 158, Canberra City ACT 2601</p> <p><i>For Clinical operations</i></p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email Address: [REDACTED] <a href="mailto:[REDACTED]@act.gov.au">@act.gov.au</a></p> <p>Mailing Address: PO Box 11, Woden ACT 2606</p>

# Master agreement for the design, establishment, equipping and staffing of a temporary healthcare facility

## ATTACHMENT 1 – Facility Site

The Facility Site consists of:

1. Garran Block 9, Section 33; and
2. Any neighbouring land to the extent the Facility is located on that land, as indicatively indicated in the following diagram:



## ATTACHMENT 2 – Draft Work Order

### Draft Work Order Template

See clause 2.2 of this Agreement

Reference: Work Order Number xxx

This is a Work Order to the Master Agreement for the Design, Establishment, Equipping and Staffing of a Temporary Healthcare Facility dated [ ] 2020 made between Aspen Medical and ACT. Definitions in that Agreement apply in this Work Order.

1.	Term of Work Order:	From <b>[insert date eg: the date this Work Order is signed by both parties]</b> , until <b>[insert date, eg the date of expiration or termination of the Agreement]</b>								
2.	Services (including design, construction, Clinical Services and Equipment as relevant):	Item	Details of Services	Timeframe for completion						
		1.	<b>[INSERT full details of Services to be performed]</b>							
		2.	<b>[INSERT details as required.]</b>							
		3.	<b>[INSERT details as required.]</b>							
			<b>[INSERT details as required.]</b>							
3.	Facility Specification (if relevant):									
4.	Fee: <i>See clauses 1.2 and 10 and of the Agreement</i>	<p><b>[INSERT payment arrangements eg:</b></p> <p>\$_____ (GST inclusive)</p> <p>Except if otherwise stated in the Agreement or this Work Order, the Fee is inclusive of all disbursements, including out-of-pocket expenses incurred by the Supplier.</p> <p>The Fee is payable by instalments within 14 days of receipt by the Territory of an Invoice. Invoices may only be rendered in accordance with the following:</p> <table border="1"> <tr> <td>No.</td><td>When Invoice may be rendered</td></tr> <tr> <td>1</td><td><b>[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]</b></td></tr> <tr> <td>2</td><td></td></tr> </table> <p><b>OR:</b></p> <p><b>The Contract Price is payable as a lump sum in arrears. An Invoice may only be rendered following completion of the Services.</b></p>			No.	When Invoice may be rendered	1	<b>[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]</b>	2	
No.	When Invoice may be rendered									
1	<b>[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]</b>									
2										
5.	Confidential Text and grounds	As specified in clause 11.3 of the Agreement.								



	See clause 11.3 of the Agreement	
5.	Additional requirements	[Insert any other additional requirements, specifications or matters relevant to the Services]

Signature:

*Aspen Medical Pty Ltd*

Name:

Signature:

Date:

Position:

Ph:

Email:

**Territory's approving delegate:** [Leave blank until this form is signed by the Supplier and returned. Upon return of the form, a Territory delegate authorised to approve this commitment should complete this section. A copy of the fully executed form should then be given to the Supplier]

Name:

Signature:

Date:

Position:

Ph:

Email:

**Notes:**

Unless otherwise agreed, no contractual arrangement arises with respect to the matters in this Work Order until Aspen Medical and ACT's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Services is subject to and must be read with the Agreement. Any prices quoted by Aspen Medical in this Work Order must not exceed those set out in, or calculated in accordance with, the Agreement (if any).















## COVID-19 Helpdesk

Request: AUCA310320  
 Institution: Canberra Health Services  
 Contact persons: Vanessa Brady, Project Director  
 Phone & mail: phone: [REDACTED] email: vanessa.brady@act.gov.au  
 Reception date: 31/03/2020  
 Delivering date: 01/04/2020  
 Technical file: PDF

### Contents

Rational and principles .....	2
Applicant's layout principles .....	2
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## Rational and principles

### Applicant's layout principles

The rationales describing the applicant's layout as received are:

- The 'add-on' facility is part of the hospital's surge plan;
- Intended to be operational from 1 May 2020;
- 50 beds capacity on a site separate from existing ED;
- Cohorting approach [patients categorized by laboratory confirmation];
- Resuscitation capability for up to 8 people, 4 in suspected and 4 in confirmed ward;
- Individual 3 x 3 m booth with curtain separation and shared toilets services;
- Surface available around 881 m<sup>2</sup>.

### Helpdesk assumption and principles

Assumptions and principles considered for the Helpdesk proposal:

- Surface constrain;
- Limited modification as the plan should be validated within 24 hours after reception;
- Laboratory available and short delay to access results.
- Maintain 50 beds capacity and cohorting approach
- Rationalize the 8 ICU beds functioning,
- Assuring a simple and clear flow for patient and staff;
- Enable clear area separation for patients and staff.

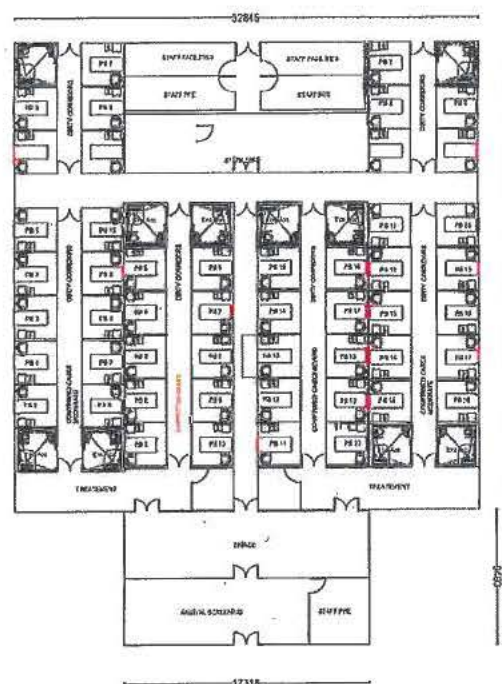


Figure 1. Aspen Medical Concept Design Dated 31/3/20

### Main recommendation

Self-contained room will improve IPC and reduce risk of nosocomial infections for suspected cases.

Ventilation system should be installed to allow proper airflow and exhausted air management.

A dedicated space for ambulance disinfection should be foreseen.

Waste management should be properly implemented.

### Remarks

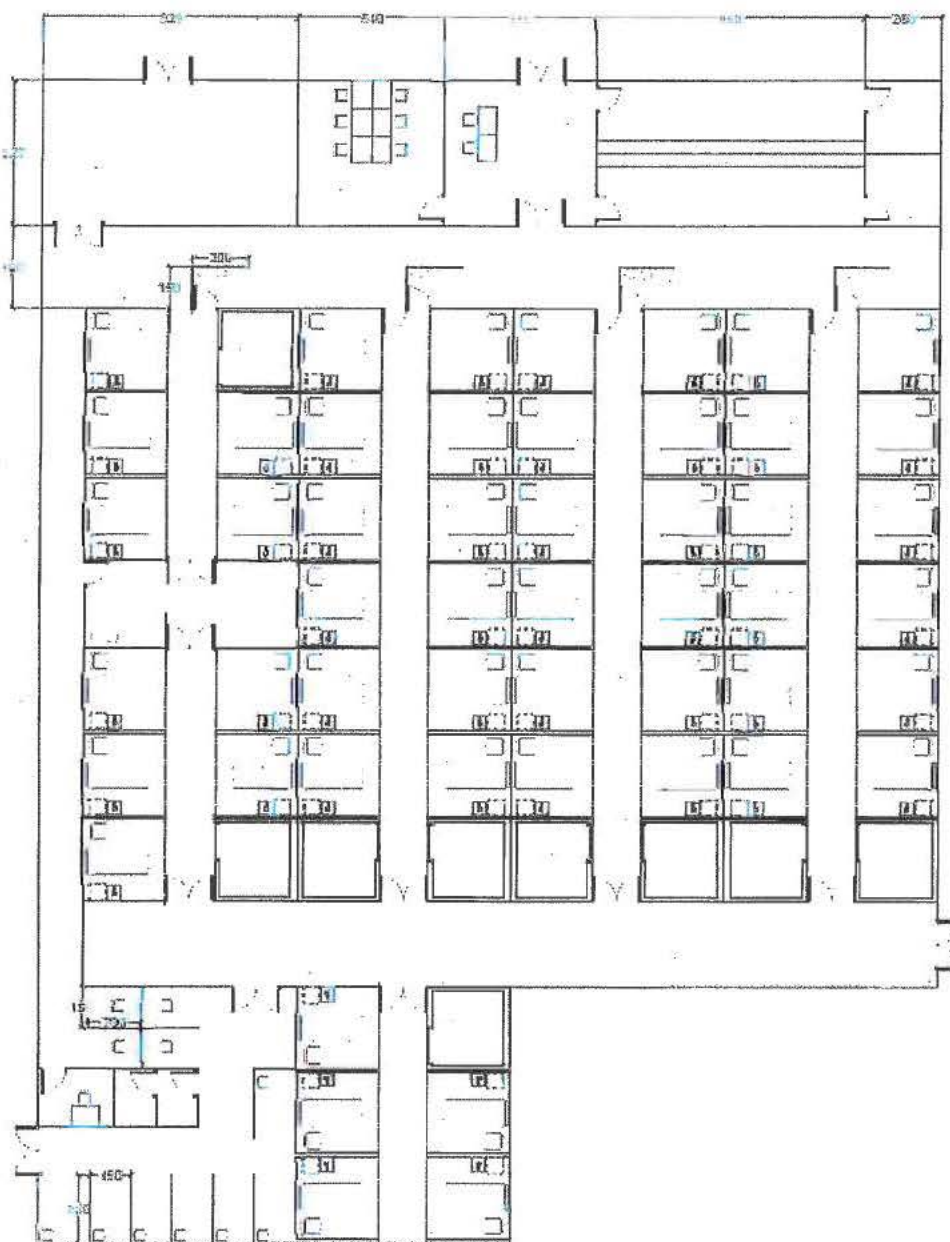
The current layout doesn't allow relatives and visitors. Unfortunately, the only way to allow visits is to provide PPE to visitors.



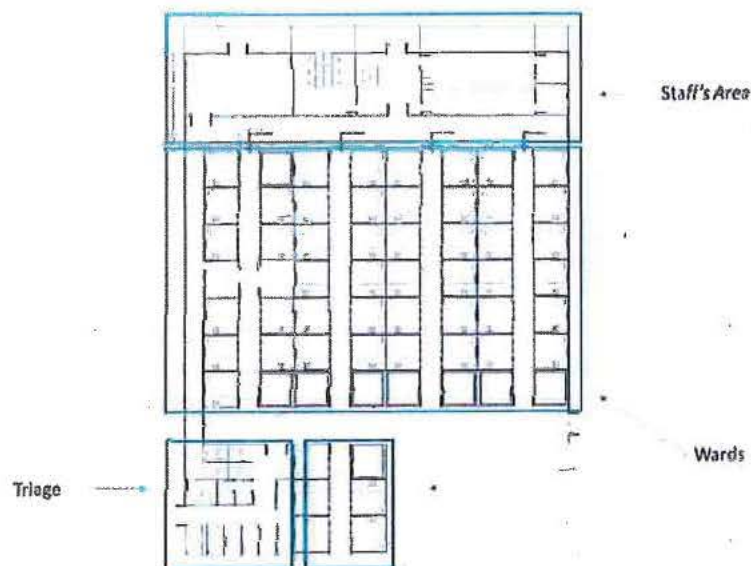
## Helpdesk proposal

The Helpdesk proposal describe underneath is represented in detail in the attached PDF file. Note the use of the layers to highlight key structural elements. A DWG file can be share upon request.

## New layout



### New layout key elements



Staff area include all supportive services such as staff's entrance, changing room, offices, pharmacy, etc. Only staff can access this area after a temperature screening.

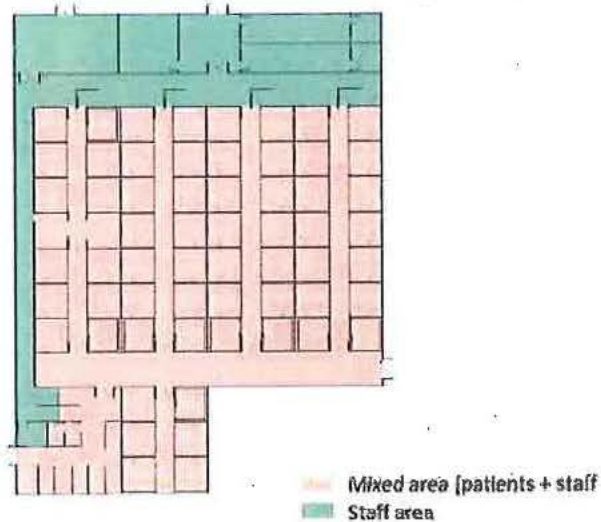
The new proposal maintains the same distribution assuring patient and staff's entrances according to previous layout.

The triage area here proposed foresee the use of transparent surface for triage and reception. It allows to reduced risk of nosocomial infection and rationalize use of PPE.

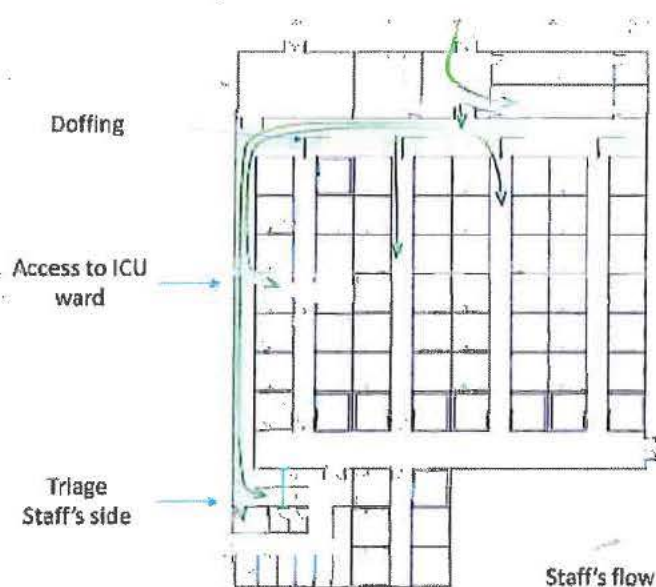
### Areas distribution

The proposed area separation allows a simplify staff's flow, direct and logical IPC risk assessment and a rationalized use of PPE.

Triage stations, the staff's side, are directly accessible from the staff 'area and, through the use of a transparent surface, screening and triage can be done without PPE.



### Staff's flow



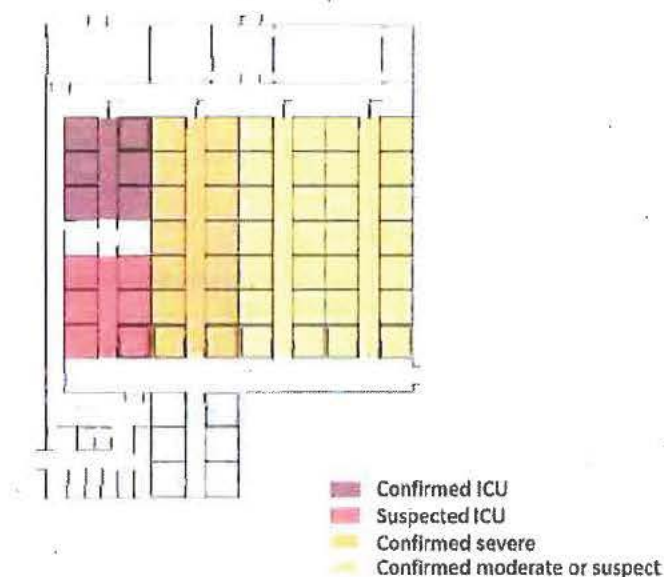
Staff access the center from a single access where temperature screening is done. Male and female changing room are available next to the entrance.

The corridors in green are for staff only to allow movements. At the end of each wards there's a dedicated doffing booth to safely remove used PPE.

ICU ward (first on the left) has a dedicated entrance and doffing booth to allow close patient follow up and quick access/exit.

Triage and reception are accessible directly from the staff' area without need to wear PPE.

### Patient categorization



The same categorization as proposed in the previous proposal has been maintained. However, to rationalize the functioning of ICU wards, the intensive care beds have been centralized and gathered in the first ward. This allow a closer follow up and facilitate the management as the technical level and biomedical devices are different compared to the rest of the center. Severe confirmed patients have been moved next to ICU wards to facilitate referral if needed. Confirmed moderate and suspected have been moved closed to the discharge/exit door.

The 5 beds next to the triage can be repurposed according to needs and epidemiological scenario.



### Patient's flow

Patient access the center passing through the reception where, after hands hygiene, are directed to a dedicated waiting booth.

Two triage stations are available. After triage patients are referred to the specific wards.

The first ward is dedicated to intensive cares.

Confirmed ICU

Suspected ICU

Triage

Reception

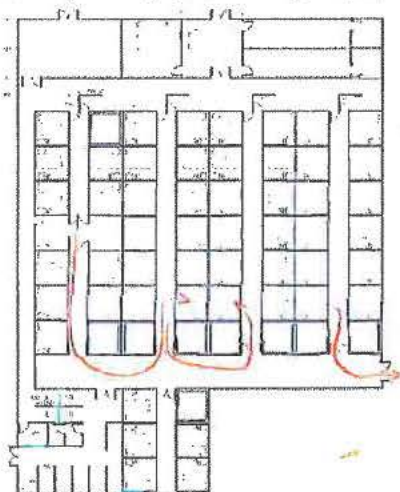
Discharge or referral

Patient's flow

Waiting booths

Patients can be moved in between wards according to laboratory confirmation and medical conditions.

Medical condition improving



Medical condition worsening





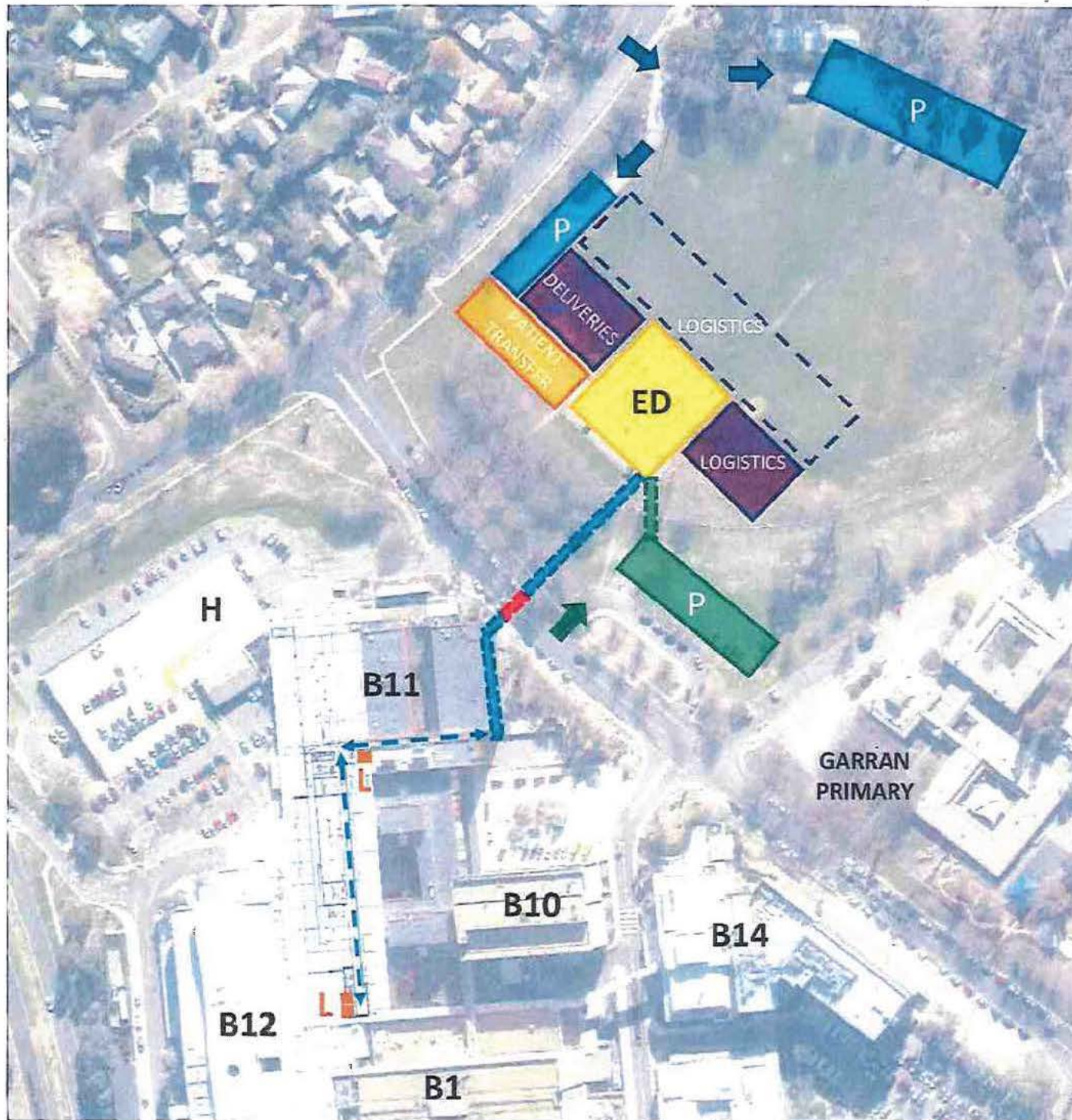
# COVID 19 – ED

## OPTION 1

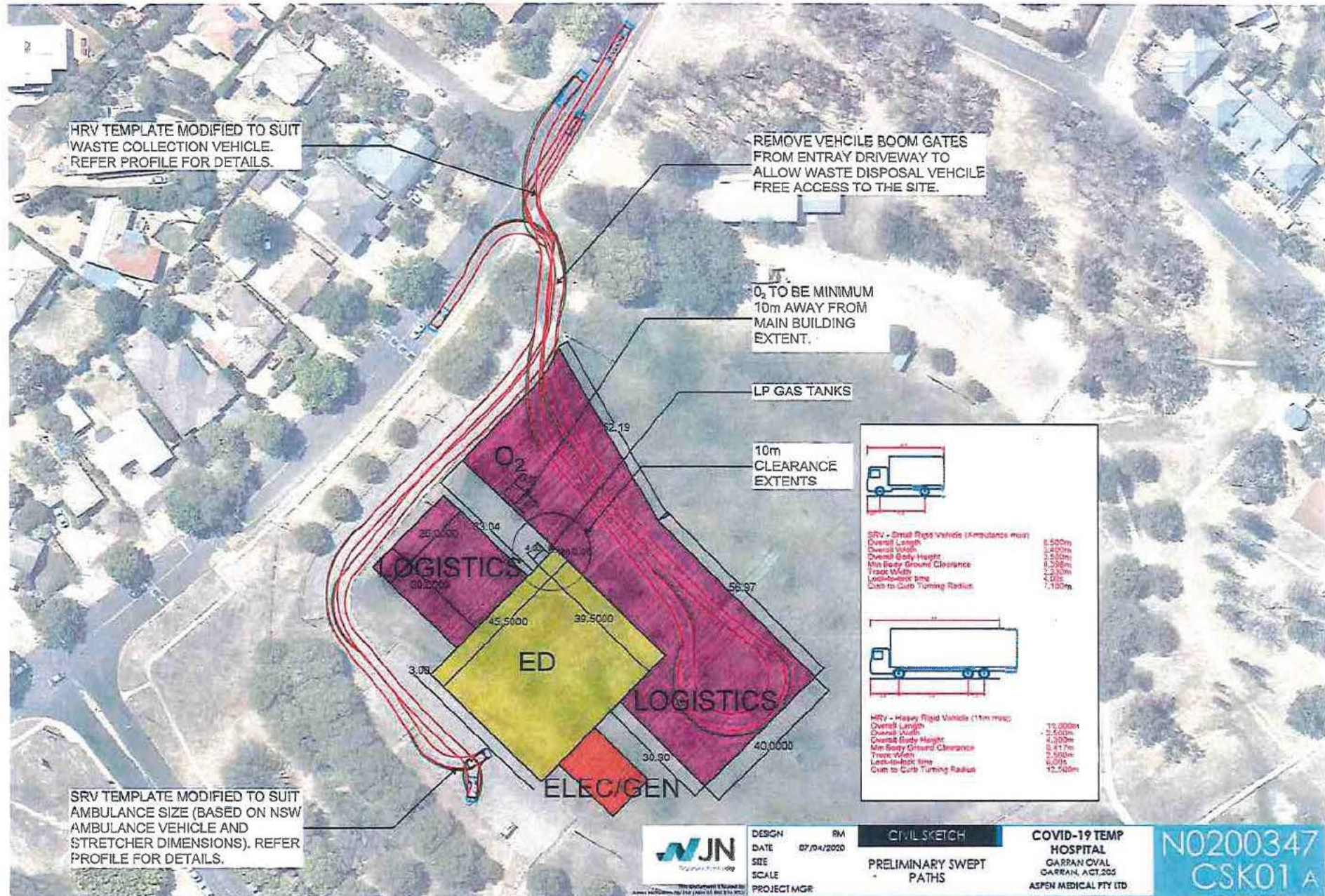
INDICATIVE LAYOUT FOR DISCUSSION  
PURPOSES ONLY

### LEGEND

-  EMERGENCY DEPARTMENT
-  STAFF PARKING
-  LOGISTICS / DELIVERIES
-  PUBLIC PARKING
-  PATIENT TRANSFER
-  STAFF COVERED WALKWAY
-  PUBLIC COVERED WALKWAY
-  PEDESTRIAN ACCESS
-  LIFT ACCESS
-  STAFF AND DELIVERY ENTRY
-  PUBLIC ENTRY / ARRIVAL POINT
-  LEVEL 0 STAFF ACCESS TO B11.  
NO PUBLIC ACCESS











### Work Order

See clause 2.2 of this Agreement

**Reference:** Work Order Number 1 – 240420

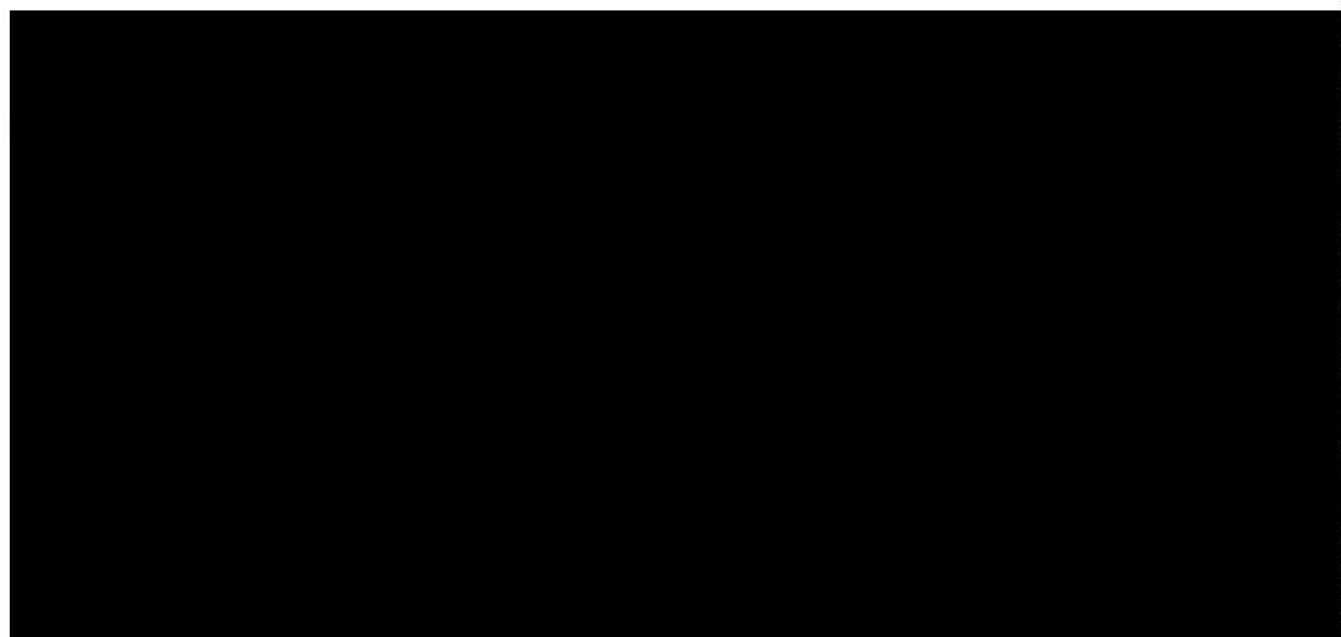
This is a Work Order to the Master Agreement for the Design, Establishment, Equipping and Staffing of a Temporary Healthcare Facility dated 24 April 2020 made between Aspen Medical and ACT. Definitions in that Agreement apply in this Work Order.

1.	Term of Work Order:	From the date this Work Order is signed by both parties until the End Date.		
2.	Services (including design, construction, Clinical Services and Equipment as relevant):	Item	Details of Services	Timeframe for completion
		1.	Design and construction of the temporary COVID-19 Emergency Department and all associated activities	15 May 2020. The program for the design and construction of the Facility is contained in Attachment A
3.	Facility Specification (if relevant):	<p>The Project requirement is the delivery of a dedicated COVID-19 Emergency Department that provides six resuscitation beds and 44 treatment bays, including:</p> <ol style="list-style-type: none"> <li>1. all necessary associated equipment for the building operation (to the extent that equipment is not the subject of a separate medical equipment Work Order);</li> <li>2. all associated staffing rooms, storage spaces, bathrooms, cleaning, palliative care, electrical, IT, changing, linen, screening, medication and other areas; and</li> <li>3. Patient transfer, staff parking, public parking, logistics, delivery and walkway areas.</li> </ol> <p>Subject to the design review process set out in the Additional Requirements below, and recognising they represent a reference design only and require further development, the Facility Specifications are reflected in the following attachments:</p> <ul style="list-style-type: none"> <li>• Attachment B - A-011 External Ramps Plan</li> <li>• Attachment C - A-100 Ground Floor – General Arrangement</li> <li>• Attachment D - A-101 Ground Floor Partition Plans</li> <li>• Attachment E - The World Health Organisation Reference Design and Reference Technical Specification</li> <li>• Attachment F - Preliminary site plan Option 1 Revision 2</li> <li>• Attachment G - COVID19 Temporary hospital – Preliminary Sweep Paths</li> </ul>		

		The Facility is to be designed and constructed in a manner consistent with the Australasian Health Facility Guidelines.				
4.	<p><b>Fee:</b></p> <p><i>See clauses 1.2 and 10 and of the Agreement</i></p>	<div><div></div>(GST Inclusive)</div> <p>Except if otherwise stated in the Agreement or this Work Order, the Fee is inclusive of all disbursements, including out-of-pocket expenses incurred by the Supplier.</p> <p>The Fee is payable by instalments within 14 days of receipt by the Territory of an Invoice. Invoices may only be rendered in accordance with the following:</p> <table><tr><th>No.</th><th>When Invoice may be rendered</th></tr><tr><td>1</td><td><p>Fortnightly payment claims commencing from the date of this Work Order.</p><p>The payment claim must:</p><ol style="list-style-type: none"><li>1. identify the Services (including materials) to which the payment claim relates;</li><li>2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and</li><li>3. be a tax invoice and otherwise in accordance with the requirements of the Agreement.</li></ol><p>Aspen Medical warrants for itself and for and on behalf of its subcontractors and suppliers that no encumbrance exists over any materials incorporated into the Services by the Contractor.</p></td></tr></table>	No.	When Invoice may be rendered	1	<p>Fortnightly payment claims commencing from the date of this Work Order.</p> <p>The payment claim must:</p> <ol style="list-style-type: none"><li>1. identify the Services (including materials) to which the payment claim relates;</li><li>2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and</li><li>3. be a tax invoice and otherwise in accordance with the requirements of the Agreement.</li></ol> <p>Aspen Medical warrants for itself and for and on behalf of its subcontractors and suppliers that no encumbrance exists over any materials incorporated into the Services by the Contractor.</p>
No.	When Invoice may be rendered					
1	<p>Fortnightly payment claims commencing from the date of this Work Order.</p> <p>The payment claim must:</p> <ol style="list-style-type: none"><li>1. identify the Services (including materials) to which the payment claim relates;</li><li>2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and</li><li>3. be a tax invoice and otherwise in accordance with the requirements of the Agreement.</li></ol> <p>Aspen Medical warrants for itself and for and on behalf of its subcontractors and suppliers that no encumbrance exists over any materials incorporated into the Services by the Contractor.</p>					
5.	<p><b>Confidential Text and grounds</b></p> <p><i>See clause 11.3 of the Agreement</i></p>	As specified in clause 11.3 of the Agreement.				
6.	<p><b>Additional requirements</b></p>	<p><b>1. Scoping</b></p> <p>Aspen Medical must work with ACT to assist ACT in developing all aspects of the scope of the Project.</p> <p><b>2. Design and engineering</b></p> <ol style="list-style-type: none"><li>a. Aspen Medical must engage Ausco Modular, or a similarly qualified subcontractor, to perform the detailed design and engineering of the Facility.</li></ol> <p><b>3. Design Review process</b></p> <ol style="list-style-type: none"><li>a. Aspen Medical must procure the preparation of the Design Documentation and submit the Design Documentation to the ACT for review.</li><li>b. The ACT may request additional information to assist in reviewing the Design Documentation.</li><li>c. Following the ACT confirming in writing that it does not object to construction proceeding on the basis of the Design Documentation, Aspen Medical may proceed with the construction of the Facility.</li></ol>				



		<p><b>4. Construction - Control of the Facility Site and care of the Facility during construction</b></p> <p>a. The Parties agree that Manteena Commercial Pty Ltd will be appointed the Principal Contractor for the construction of the Facility, including to have management and control of the Facility Site, and to discharge the duties of a principal contractor under Chapter 6 of the <i>Work Health and Safety Regulation 2011</i> in respect of the Facility Site.</p>
--	--	--



**Notes:**

*Unless otherwise agreed, no contractual arrangement arises with respect to the matters in this Work Order until Aspen Medical and ACT's approving delegate have signed this Work Order. In addition to the matters set out in this Work Order, the provision of Services is subject to and must be read with the Agreement. Any prices quoted by Aspen Medical in this Work Order must not exceed those set out in, or calculated in accordance with, the Agreement (if any).*

**Lowes, Shannon (Health)**

**From:** Chambers, Kate (Health)  
**Sent:** Wednesday, 13 May 2020 10:27 AM  
**To:** Peffer, Dave (Health); Gay, AndrewD (Health)  
**Cc:** Fletcher, John (Health); George, Jacinta (Health)  
**Subject:** FW: May 2020 payment advice

UNCLASSIFIED

Dave / Andrew

Aspen costs for COVID – Dave – when securing the \$63 million for the territory, two paragraphs for this funding were provided by yourself, indicating that the activities are related to the NPA.

To date nil costs have been submitted for the NPA – please advise if this the case. The contract is not with ACT HD but assume its with CHS as managers.

**Kate Chambers | Executive Branch Manager, Chief Finance Officer**

Ph: (02) 5124 9428 | M [REDACTED] Email: Kate.Chambers@act.gov.au

**Strategic Finance | Corporate Services | ACT Health Directorate**

Level 4, 02 Bowes Street Phillip ACT 2606

[health.act.gov.au](http://health.act.gov.au)



**From:** Gay, AndrewD (Health) <AndrewD.Gay@act.gov.au>  
**Sent:** Tuesday, 12 May 2020 9:29 AM  
**To:** Donda, Jean-Paul (Health) <JeanPaul.Donda@act.gov.au>  
**Cc:** Chambers, Kate (Health) <Kate.Chambers@act.gov.au>; Milin, Marica (Health) <Marica.Milin@act.gov.au>; Charlton, Gray (Health) <Gray.Charlton@act.gov.au>; Shadbolt, Catherine (Health) <Catherine.Shadbolt@act.gov.au>; Turnbull, Ian (Health) <Ian.Turnbull@act.gov.au>; Stewart, Margaret (Health) <Margaret.Stewart@act.gov.au>; Karri, Prathima (Health) <Prathima.Karri@act.gov.au>; Spina, Justine (Health) <Justine.Spina@act.gov.au>  
**Subject:** RE: May 2020 payment advice

UNCLASSIFIED

JP,

No costs associate with Aspen are included in claim..... I have not been involved in that contract – assume it's Territory wide, not CHS specific.

AG

**From:** Donda, Jean-Paul (Health) <[JeanPaul.Donda@act.gov.au](mailto:JeanPaul.Donda@act.gov.au)>  
**Sent:** Tuesday, 12 May 2020 9:10 AM  
**To:** Gay, AndrewD (Health) <[AndrewD.Gay@act.gov.au](mailto:AndrewD.Gay@act.gov.au)>  
**Cc:** Chambers, Kate (Health) <[Kate.Chambers@act.gov.au](mailto:Kate.Chambers@act.gov.au)>; Milin, Marica (Health) <[Marica.Milin@act.gov.au](mailto:Marica.Milin@act.gov.au)>; Charlton, Gray (Health) <[Gray.Charlton@act.gov.au](mailto:Gray.Charlton@act.gov.au)>; Shadbolt, Catherine (Health) <[Catherine.Shadbolt@act.gov.au](mailto:Catherine.Shadbolt@act.gov.au)>; Turnbull, Ian (Health) <[Ian.Turnbull@act.gov.au](mailto:Ian.Turnbull@act.gov.au)>; Stewart, Margaret (Health) <[Margaret.Stewart@act.gov.au](mailto:Margaret.Stewart@act.gov.au)>; Karri, Prathima (Health) <[Prathima.Karri@act.gov.au](mailto:Prathima.Karri@act.gov.au)>; Spina, Justine (Health) <[Justine.Spina@act.gov.au](mailto:Justine.Spina@act.gov.au)>  
**Subject:** RE: May 2020 payment advice

UNCLASSIFIED

Hi Andrew,

A couple of follow-up questions:

- Are costs associated with the Aspen facility included in your submissions to date?
- Could we get more information about the 'ACT Economic Stimulus / Policy Actions'? I don't think these are eligible for Commonwealth funding, but we could discuss assessing ACT funding with Treasury.
- In relation to NWAUs, I would need to take advice from Justine/Prathima, or do you have an alternative NWAU count/methodology?

JP

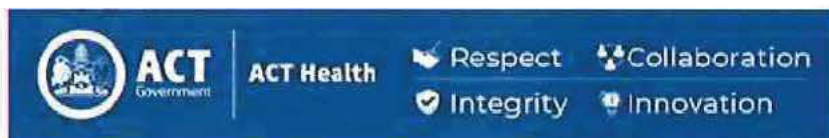
**Jean-Paul Donda | Manager, Budget Management Unit**

Ph: 02) 5124 9641 – Mobile [REDACTED] Email: [jeanpaul.donda@act.gov.au](mailto:jeanpaul.donda@act.gov.au)

**Strategic Finance, Corporate and Governance | ACT Health Directorate**

Level 4, 2-6 Bowes Street Phillip ACT 2606

[health.act.gov.au](http://health.act.gov.au)



**From:** Gay, AndrewD (Health) <[AndrewD.Gay@act.gov.au](mailto:AndrewD.Gay@act.gov.au)>  
**Sent:** Monday, 11 May 2020 12:21 PM  
**To:** Donda, Jean-Paul (Health) <[JeanPaul.Donda@act.gov.au](mailto:JeanPaul.Donda@act.gov.au)>



**Cc:** Chambers, Kate (Health) <[Kate.Chambers@act.gov.au](mailto:Kate.Chambers@act.gov.au)>; Milin, Marica (Health) <[Marica.Milin@act.gov.au](mailto:Marica.Milin@act.gov.au)>; Charlton, Gray (Health) <[Gray.Charlton@act.gov.au](mailto:Gray.Charlton@act.gov.au)>; Shadbolt, Catherine (Health) <[Catherine.Shadbolt@act.gov.au](mailto:Catherine.Shadbolt@act.gov.au)>; Turnbull, Ian (Health) <[Ian.Turnbull@act.gov.au](mailto:Ian.Turnbull@act.gov.au)>; Stewart, Margaret (Health) <[Margaret.Stewart@act.gov.au](mailto:Margaret.Stewart@act.gov.au)>; Karri, Prathima (Health) <[Prathima.Karri@act.gov.au](mailto:Prathima.Karri@act.gov.au)>  
**Subject:** RE: May 2020 payment advice

UNCLASSIFIED

JP,

June forecast as requested. Please note additional line forced into the total's line of the summary / Template tab (Line 70), covering impacts of ACTPS policy and/or ACT Stimulus on the costs of CHS.

I note HD have calculated NWAU's by taking the CHS activity value (established using presentations / LOS x average daily cost), then divided by NEP.... I recommend against that methodology as it will overstate the NWAU in Commonwealth submissions in two ways:

- ACT Public hospitals actual costs and funding is higher than NEP. Higher actual costs / Lower NEP increases NWAU by @ one third.
- The reported activity is across ED, ICU, Acute and Nurse led clinics (testing)..... Each has a different coding structure..

CHS is yet to see any NWAU calculations from DSD for COVID-19 activity so has not done any testing of the weighting / actual costs outcomes.

Regards

Andrew

Andrew Gay | Executive Group Manager & Chief Financial Officer  
 Phone 02 512 49683 | Email: [AndrewD.Gay@act.gov.au](mailto:AndrewD.Gay@act.gov.au)  
 Finance, Business Intelligence, Clinical Information, Procurement & Supply  
 Canberra Health Services | ACT Government  
 Yamba Drive Garran WODEN ACT 2606 | PO Box 11 WODEN ACT 2606 | [www.health.act.gov.au](http://www.health.act.gov.au)

RELIABLE | PROGRESSIVE | RESPECTFUL | KIND

**From:** Donda, Jean-Paul (Health) <[JeanPaul.Donda@act.gov.au](mailto:JeanPaul.Donda@act.gov.au)>  
**Sent:** Friday, 1 May 2020 12:35 PM  
**To:** Gay, AndrewD (Health) <[AndrewD.Gay@act.gov.au](mailto:AndrewD.Gay@act.gov.au)>  
**Cc:** Chambers, Kate (Health) <[Kate.Chambers@act.gov.au](mailto:Kate.Chambers@act.gov.au)>; Milin, Marica (Health) <[Marica.Milin@act.gov.au](mailto:Marica.Milin@act.gov.au)>; Charlton, Gray (Health) <[Gray.Charlton@act.gov.au](mailto:Gray.Charlton@act.gov.au)>; Shadbolt, Catherine (Health) <[Catherine.Shadbolt@act.gov.au](mailto:Catherine.Shadbolt@act.gov.au)>; Turnbull, Ian (Health) <[Ian.Turnbull@act.gov.au](mailto:Ian.Turnbull@act.gov.au)>; Stewart, Margaret (Health) <[Margaret.Stewart@act.gov.au](mailto:Margaret.Stewart@act.gov.au)>; Karri, Prathima (Health) <[Prathima.Karri@act.gov.au](mailto:Prathima.Karri@act.gov.au)>  
**Subject:** FW: May 2020 payment advice

UNCLASSIFIED

Hi Andrew,

The purpose of this email is twofold, firstly to provide you with detail of what line-items will be excluded by the NHFB from the 7 May 2020 payment and secondly to request your June 2020 estimated costs.

7<sup>th</sup> of May Payment



Included in the attached spreadsheet are copies of your Jan-Apr and May Submissions. I've highlighted in yellow the items that will be excluded in the May payment. The exclusions bring the year to date (Jan to May) adjusted value to \$32.523m (\$8.635m less than the original submissions). As a result, the May payment to CHS will be **\$15.598m** to account for the under-payment in March and over-payment in April (see the Summary sheet).

#### June 2020 Estimates

The sheet titled "Template" is the new NHFB submission template for completion for June 2020 estimated expenditure. If you wish to adjust any prior month estimates up or down, please include those adjustments in the 'June' column. Feel free to add a more detailed sheet of public health expenses, as the descriptions you have provided in prior months has proved useful in responding to questions from the NHFB. Please submit your June 2020 estimates by **11 May 2020**.

We will also be in contact next week regarding the submission of 'Actuals' for the January to March period.

Please let me know if you have any queries.

Thank you,

JP

#### Jean-Paul Donda | Manager, Budget Management Unit

Ph: 02) 5124 9641 – Mobile: [REDACTED] Email: [jeanpaul.donda@act.gov.au](mailto:jeanpaul.donda@act.gov.au)

Strategic Finance, Corporate and Governance | ACT Health Directorate

Level 4, 2-6 Bowes Street Phillip ACT 2606

[health.act.gov.au](http://health.act.gov.au)



**From:** Donda, Jean-Paul (Health)

**Sent:** Thursday, 30 April 2020 4:32 PM

**To:** Gay, AndrewD (Health) <[AndrewD.Gay@act.gov.au](mailto:AndrewD.Gay@act.gov.au)>; Melanie Andrews (Calvary) <[Melanie.Andrews@calvary-act.com.au](mailto:Melanie.Andrews@calvary-act.com.au)>

**Cc:** Chambers, Kate (Health) <[Kate.Chambers@act.gov.au](mailto:Kate.Chambers@act.gov.au)>; Stewart, Margaret (Health) <[Margaret.Stewart@act.gov.au](mailto:Margaret.Stewart@act.gov.au)>

**Subject:** RE: May 2020 payment advice

**UNCLASSIFIED**

Hi Andrew/Mel,

Further to below, the expenditure estimates that will be excluded from the Territory May payment is \$9.115m. In addition, they are going to back-adjust -\$6.607m for the January to April estimates.

As stated below, they are not saying these expenses are out of scope, they are just seeking clarification from the Commonwealth regarding eligibility.

I will provide the impact on each Hospital in the next day or so, as well as providing confirmation of your May payments.

The items they have excluded are:

Staff consultation / staff update costs

Staff paid absence costs due to COVID-19 quarantine (backfill costs)  
 Child minding (in the event of school closures) for critical clinical staff  
 Surgical work to Privates  
 reduction in patient revenue  
 radiography - night staff  
 Ward - RAU 14 beds (Calvary)  
 Ward - 4E 24 beds (Calvary)  
 Ward - 5W 24 beds (Calvary)  
 ICU - additional 8 beds over base COVID related (Calvary)  
 Theatre costs (Calvary)

I will be seeking further information from you on some of these line-items to assist the Funding Body access there eligibility.

JP

**Jean-Paul Donda | Manager, Budget Management Unit**

Ph: 02) 5124 9641 – Mobile [REDACTED] Email: [jeanpaul.donda@act.gov.au](mailto:jeanpaul.donda@act.gov.au)

**Strategic Finance, Corporate and Governance | ACT Health Directorate**

Level 4, 2-6 Bowes Street Phillip ACT 2606

[health.act.gov.au](http://health.act.gov.au)



**From:** Chambers, Kate (Health) <[Kate.Chambers@act.gov.au](mailto:Kate.Chambers@act.gov.au)>

**Sent:** Wednesday, 29 April 2020 10:48 AM

**To:** Gay, AndrewD (Health) <[AndrewD.Gay@act.gov.au](mailto:AndrewD.Gay@act.gov.au)>; Melanie Andrews (Calvary) <[Melanie.Andrews@calvary-act.com.au](mailto:Melanie.Andrews@calvary-act.com.au)>

**Cc:** Donda, Jean-Paul (Health) <[JeanPaul.Donda@act.gov.au](mailto:JeanPaul.Donda@act.gov.au)>

**Subject:** May 2020 payment advice

UNCLASSIFIED

Andrew and Melanie,

I have had an email from the funding body and wanted to let you know that there is approximately \$11m in ACT COVID-19 estimates that are yet to receive categorical advice, one way or the other, from the Commonwealth.

At this stage they are saying that these expenses are out of scope, however they won't be in a position to fund these at this stage. The Funding Body will continue to seek answers from the Commonwealth ahead of the Monday, 8 June 2020 payment.

I'll work with them to understand which items this relates to and come back you both.

Kate

**Kate Chambers | Executive Branch Manager, Chief Finance Officer**

Ph: (02) 5124 9428 | M: [REDACTED] Email: [Kate.Chambers@act.gov.au](mailto:Kate.Chambers@act.gov.au)

Strategic Finance | Corporate Services | ACT Health Directorate

Level 4, 02 Bowes Street Phillip ACT 2606

[health.act.gov.au](http://health.act.gov.au)



**Lowes, Shannon (Health)**

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**From:** Gray, Sophie  
**Sent:** Wednesday, 13 May 2020 8:00 PM  
**To:** Edghill, Duncan; Pepper, Dave (Health)  
**Cc:** Brady, Vanessa (Health); Catanzariti, John  
**Subject:** COVID-19 Surge Centre Work Order 3 [DLM=For-Official-Use-Only]  
**Attachments:** Work Order 3 130520 sg.docx

Hi Duncan and Dave

We are in the process of finalising 'Work Order three' of the Aspen Medical Arrangement for the COVID-19 Surge Centre.

Before we finalise this with Aspen Medical, could you review the attached and provide any feedback.

Some items of note:

- [REDACTED]
- Consumables including Pharmaceuticals, PPE and materials are included
- Included are a small number of items that CHS have agreed to lease rather than purchase.
- Administrative costs incurred as a result of the Facility being in Standby mode are included.
- The Territory has received the supporting documentation including a register of all materials being procured and administrative costs. At this point we consider this as commercial in confidence and not to be published on the contracts register. There may be a preference to include the PPE, Pharmacy and consumables register and I would appreciate any views you have on this.

The upper limit commitment is \$865,679.72 inc GST.

Regards  
 Sophie

Sophie Gray  
 Major Projects Canberra  
 Phone 02 5124 7022 | Mobile [REDACTED] | [sophie.gray@act.gov.au](mailto:sophie.gray@act.gov.au)  
 Level 1 Building 3, The Canberra Hospital, Yamba Drive, Garran, ACT 2605 | GPO Box 158, Canberra ACT 2601 | [act.gov.au](http://act.gov.au)







### Work Order

See clause 2.2 of this Agreement

Reference: Work Order Number 3 – 290420 **(DRAFT)**

This is a Work Order to the Master Agreement for the Design, Establishment, Equipping and Staffing of a Temporary Healthcare Facility dated 24 April 2020 made between Aspen Medical and ACT. Definitions in that Agreement apply in this Work Order.

1.	Term of Work Order:	From the date this Work Order is signed by both parties, until the date of expiration or termination of the Agreement.		
2.	Services (including design, construction, Clinical Services and Equipment as relevant):	Item	Details of Services	Timeframe for completion
		1.	Delivery of the necessary Personal Protective Equipment (PPE), Pharmaceuticals and supplies necessary for operations of the Facility	15 May 2020
		2.	Commencement of all other services included in Section 4 of this Work Order for the operations of the Facility (to be provided for a duration of eight weeks)	15 May 2020
3.	Facility Specification (if relevant):	<p><b>Model of Care</b></p> <p>The intent of COVID-19 Surge Centre is to enable the distinct separation and, safe and effective treatment of patients displaying symptoms of the coronavirus (suspect COVID) from those patients who are known to have the disease (confirmed COVID).</p> <p>The Facility will be constructed as a 51-bed unit, configured as separate “pods” for the purposes of strict infection prevention and control.</p> <p>The Facility will operate as part of the CHS network and has the adaptability and flexibility to divert demand from the Canberra Hospital and provide bed surge capacity.</p> <p>The COVID-19 Surge Centre is designed to provide additional surge capacity to the health system. It was envisaged as a method to relieve pressure on either the Canberra Hospital Emergency Department or inpatient beds as required.</p> <p>The workforce to support the activation of these surge beds would be an Aspen Medical workforce, noting that a 3-week notice period will be required to stand up this service.</p>		





**Lowes, Shannon (Health)**

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**From:** Edghill, Duncan  
**Sent:** Wednesday, 13 May 2020 8:43 PM  
**To:** Gray, Sophie; Pepper, Dave (Health)  
**Cc:** Brady, Vanessa (Health); Catanzariti, John  
**Subject:** RE: COVID-19 Surge Centre Work Order 3 [DLM=For-Official-Use-Only]  
**Attachments:** Work Order 3 130520 sg.docx

UNCLASSIFIED For-Official-Use-Only

Sophie,

Thank you. My thoughts are attached in mark-up.

Thanks  
 Duncan


**From:** Gray, Sophie <Sophie.Gray@act.gov.au>  
**Sent:** Wednesday, 13 May 2020 8:00 PM  
**To:** Edghill, Duncan <Duncan.Edghill@act.gov.au>; Pepper, Dave (Health) <Dave.Pepper@act.gov.au>  
**Cc:** Brady, Vanessa (Health) <Vanessa.Brady@act.gov.au>; Catanzariti, John <John.Catanzariti@act.gov.au>  
**Subject:** COVID-19 Surge Centre Work Order 3 [DLM=For-Official-Use-Only]

Hi Duncan and Dave

We are in the process of finalising 'Work Order three' of the Aspen Medical Arrangement for the COVID-19 Surge Centre.

Before we finalise this with Aspen Medical, could you review the attached and provide any feedback.

Some items of note:

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- Included are a small number of items that CHS have agreed to lease rather than purchase.
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The upper limit commitment is \$865,679.72 inc GST.

Regards  
 Sophie

Sophie Gray  
 Major Projects Canberra  
 Phone 02 5124 7022 | Mobile  [sophie.gray@act.gov.au](mailto:sophie.gray@act.gov.au)  
 Level 1 Building 3, The Canberra Hospital, Yamba Drive, Garran, ACT 2605 | GPO Box 158, Canberra ACT 2601 | [act.gov.au](http://act.gov.au)







**Work Order**  
See clause 2.2 of this Agreement

Reference: Work Order Number 3 – 290420 **(DRAFT)**

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3.	Facility Specification (if relevant):	<p><b>Model of Care</b></p> <p>The intent of COVID-19 Surge Centre is to enable the distinct separation and, safe and effective treatment of patients displaying symptoms of the coronavirus (suspect COVID) from those patients who are known to have the disease (confirmed COVID).</p> <p>The Facility will be constructed as a 51-bed unit, configured as separate "pods" for the purposes of strict infection prevention and control.</p> <p>The Facility will operate as part of the CHS network and has the adaptability and flexibility to divert demand from the Canberra Hospital and provide bed surge capacity.</p> <p>The COVID-19 Surge Centre is designed to provide additional surge capacity to the health system. It was envisaged as a method to relieve pressure on either the Canberra Hospital Emergency Department or inpatient beds as required.</p> <p>The workforce to support the activation of these surge beds would be an Aspen Medical workforce, noting that a 3-week notice period will be required to stand up this service. N/A</p>		

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**Lowes, Shannon (Health)**

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**From:** Brady, Vanessa (Health)  
**Sent:** Thursday, 21 May 2020 1:08 PM  
**To:** Peffer, Dave (Health)  
**Subject:** FW: Work Order 3 PPE and Pharmacy v3 - DRAFT [SEC=UNCLASSIFIED]  
**Attachments:** Work Order Number 3 - 140520.pdf

UNCLASSIFIED

Hi Dave

May I please refer work order 3 to you for signature?

This cover the equipment, pharmaceuticals, PPE and consumables for the facility; and the operations staff required during standby mode.

This has been vetted and cleared by MPC and I.

Regards

Vanessa Brady

[Program Director | Canberra Hospital Campus Modernisation Program](#)

---

**From:** Catanzariti, John <John.Catanzariti@act.gov.au>  
**Sent:** Thursday, 21 May 2020 12:27 PM  
**To:** Brady, Vanessa (Health) <Vanessa.Brady@act.gov.au>  
**Cc:** Gray, Sophie <Sophie.Gray@act.gov.au>  
**Subject:** FW: Work Order 3 PPE and Pharmacy v3 - DRAFT [SEC=UNCLASSIFIED]

Hi Vanessa,

We have finally received Work Order #3 back from Aspen. Could you please arrange to have it signed by CHS

Thanks,  
John





**Work Order**  
See clause 2.2 of this Agreement

**Reference:** Work Order Number 3 – 140520

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3.	Facility Specification (if relevant):	N/A		





















**Lowes, Shannon (Health)**

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**From:** Croke, Isabella (Health)  
**Sent:** Friday, 22 May 2020 1:47 PM  
**To:** Brady, Vanessa (Health)  
**Cc:** Pepper, Dave (Health)  
**Subject:** RE: Work Order 3 PPE and Pharmacy v3 - DRAFT [SEC=UNCLASSIFIED]  
**Attachments:** Work Order Number 3 - Dave Pepper Signed.pdf

UNCLASSIFIED

Good afternoon Vanessa,

Please find attached Work Order Number 3, signed by Dave.

Thank you

Isabella Croke | Executive Assistant to  
 Chief Operating Officer, Elizabeth Chatham  
 Deputy Chief Executive Officer, Dave Pepper  
 Phone: 02 5124 2138 | Email: [isabella.croke@act.gov.au](mailto:isabella.croke@act.gov.au)  
 Canberra Health Services | ACT Government  
 Building 28, Level 2, Canberra Hospital, Yamba Drive, Garran ACT 2605 | PO Box 11, GARRAN 2605 | [health.act.gov.au](http://health.act.gov.au)

RELIABLE | PROGRESSIVE | RESPECTFUL | KIND

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**From:** Pepper, Dave (Health) <[Dave.Pepper@act.gov.au](mailto:Dave.Pepper@act.gov.au)>  
**Sent:** Friday, 22 May 2020 10:34 AM  
**To:** Croke, Isabella (Health) <[Isabella.Croke@act.gov.au](mailto:Isabella.Croke@act.gov.au)>  
**Subject:** Fwd: Work Order 3 PPE and Pharmacy v3 - DRAFT [SEC=UNCLASSIFIED]

Hi Bella

Can you please print for me to sign, and then shoot back to Vanessa.

Thanks

Dave

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**From:** Brady, Vanessa (Health) <[Vanessa.Brady@act.gov.au](mailto:Vanessa.Brady@act.gov.au)>  
**Sent:** Thursday, May 21, 2020 1:08:10 PM  
**To:** Pepper, Dave (Health) <[Dave.Pepper@act.gov.au](mailto:Dave.Pepper@act.gov.au)>  
**Subject:** FW: Work Order 3 PPE and Pharmacy v3 - DRAFT [SEC=UNCLASSIFIED]

UNCLASSIFIED

Hi Dave

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This has been vetted and cleared by MPC and I.

Regards



Vanessa Brady

Program Director | Canberra Hospital Campus Modernisation Program

**From:** Catanzariti, John <[John.Catanzariti@act.gov.au](mailto:John.Catanzariti@act.gov.au)>

**Sent:** Thursday, 21 May 2020 12:27 PM

**To:** Brady, Vanessa (Health) <[Vanessa.Brady@act.gov.au](mailto:Vanessa.Brady@act.gov.au)>

**Cc:** Gray, Sophie <[Sophie.Gray@act.gov.au](mailto:Sophie.Gray@act.gov.au)>

**Subject:** FW: Work Order 3 PPE and Pharmacy v3 - DRAFT [SEC=UNCLASSIFIED]

Hi Vanessa,

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