

Ref: FOI18-12



Dear 

I refer to your application received by ACT Health on 26 March 2018 requesting access to information under the *Freedom of Information Act 2016* (the FOI Act) in which you requested documents regarding the separation of ACT Health since 1 January 2017.

At your request the ACT Ombudsman undertook a review of the decision made by ACT Health to withhold access to information regarding business affairs of a third party organisation. ACT Health has now received the decision of the ACT Ombudsman.

Decision on access

Under section 82(1) of the Act, the Ombudsman set aside the decision of ACT Health of 13 May 2018 to refuse access to certain information and substitute it with a decision that:

- the PwC partner's name is not contrary to the public interest information, and
- with the exception of the hourly and daily rate information, PwC's business information is not contrary to the public interest information.

Consistent with the decision of the ACT Ombudsman, ACT Health provides a copy of documents 24, 25, 28 and 29 with only the hourly and daily rate information and personal contact information redacted.

Online publishing – disclosure log

I have determined, in line with the public interest test conducted by the Ombudsman, the disclosure of information is not contrary to the public interest, and will be publically available on the disclosure log.

ACT Civil and Administrative Tribunal (ACAT) review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision.

Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request, please do not hesitate to contact the FOI Coordinator on 6205 1340 or email HealthFOI@act.gov.au.

Yours sincerely

A handwritten signature in black ink, appearing to read 'K. Doran' with a horizontal line extending to the right.

Karen Doran
Acting Deputy Director-General
Corporate

11 September 2018

Dal Molin, Vanessa (Health)

From: Shad Sears (AU) <shad.sears@pwc.com>
Sent: Monday, 4 December 2017 2:17 PM
To: Dal Molin, Vanessa (Health)
Subject: Fwd: Canon attached image from AUCBR-201
Attachments: 1631_001.pdf

Vanessa
Please find the signed RFQ for the governance scan.
regards

Please consider the environment before printing this email

Shad Sears • Partner
28 Sydney Ave • Forrest ACT 2603 • Australia

www.pwc.com.au
twitter.com/PwC_AU



Executive Assistant: [REDACTED]

----- Forwarded message -----

From: <AUCBR-201@au.pwc.com>
Date: 2017-12-04 14:15 GMT+11:00
Subject: Canon attached image from AUCBR-201
To: [REDACTED]

This email is sent by PwC. The email and any attachments may contain confidential and/or legally privileged material. You must not use or disclose the email if you are not the intended recipient. If you have received the email in error please let us know by contacting the sender and deleting the email. If this email contains a marketing message that you would prefer not to receive in the future please reply to the sender and copy your reply to privacy.officer@au.pwc.com with "unsubscribe" in the subject line. Our liability is limited by a scheme approved under Professional Standards Legislation.



Goods and/or Services REQUEST FOR QUOTATION UNDER \$25,000

This form must only be used to request quotations for purchases with a whole of life value of up to \$25,000 AUD (inclusive of GST). Prompts in red are for your information and should be deleted before sending this form to a potential supplier.

REQUEST FOR QUOTATION INFORMATION

The Territory as represented by the select your directorate would like to invite insert supplier's name to respond to this Request for Quotation (RFQ).

This RFQ comprises:

- Schedule 1 – Statement of Requirement;
- Schedule 2 – General Terms and Conditions for Purchase Orders (Goods and/or Services); and
- Schedule 3 – Supplier's Quotation, including Supplier's declaration.

SCHEDULE 1 - STATEMENT OF REQUIREMENT

RFQ Title:	Health Governance Structures – Scan		
RFQ Number:	To be provided	Territory Contact Officer:	For all matters relating to this RFQ contact: Vanessa Dal Molin at 620 79532 or Vanessa.dalmolin@act.gov.au
Purchasing Directorate:	Health Directorate	Section/Business Unit:	Office of the Director General
Issue Date:	27/11/2017	Closing Date:	01/12/2017
Supplies Required by:	12/12/2017	Note: When selecting a closing date, ensure the time allowed for preparing the quotation is appropriate for the requirement. Best practice is to allow at least two (2) weeks.	
Lodgement method:	Quotations should be lodged with Vanessa Dal Molin via email at Vanessa.dalmolin@act.gov.au in pdf format by the closing date specified above. Please note: due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be addressed to the Territory Contact Officer and sent via email.		

The Requirement

Item	Details
Description of Requirement (including warranties for goods):	ACT Health is seeking a consultant to undertake an urgent environmental scan of the health governance structures in place within health departments and directorates across Australia. The consultant will be asked to provide a report outlining the governance arrangements in place for health systems across all the jurisdictions. The aim is to assist ACT Health in understanding the governance structures deployed across other health jurisdictions.
Background Information:	Not applicable.

Item	Details
Delivery Instructions (for goods) or Service Timeframes/ Milestones (for services):	<p style="text-align: right;">SS</p> <p>Services are required to be undertaken urgently, with a report to be provided to the Director General, ACT Health by close of business on 8 December 2017.</p> <p style="text-align: center;">12</p>
Required insurance/s	<p>The Supplier must effect and maintain all insurances required to be effected by it by law and the following insurances:</p> <ol style="list-style-type: none"> 1. Public liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence; 2. For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate; and 3. For supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate. <p>The Supplier must provide evidence of the above insurances.</p>

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS (GOODS AND SERVICES)

If this quotation is accepted and approved by the Australian Capital Territory (indicated at the end of the document), the following general terms and conditions for purchase orders (Goods and/or Services) will apply to the provision of the supplies.

1. Provision of Supplies

- 1.1 The Supplier must provide the goods and/or services specified in the Purchase Order (**Supplies**) according to the provisions of the Purchase Order and these terms and conditions (collectively, **Contract**) and to a high standard of care, skill and diligence.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in the Purchase Order.
- 1.3 If the Supplies contain hazardous substances, the Supplier must provide material safety data sheets for those hazardous substances.

2. Price of Supplies

- 2.1 Except if otherwise stated in the Purchase Order, the price for the Supplies is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Purchase Order, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.

3. Delivery and Acceptance

- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Purchase Order, in good order and condition and marked with the relevant Purchase Order Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Purchase Order.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any

timeframe specified by the Territory, remove the Supplies (in the case of goods) and:

- (a) replace any rejected Supplies that are goods; and
- (b) re-perform any rejected Supplies that are services; or
- (c) refund any payment for the rejected Supplies.

- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

4. Title and Risk

Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.

5. Warranty

For Supplies that are goods, the Supplier must:

- (a) during any warranty period specified in the Purchase Order, at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
- (b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods, however, this does not in any way relieve the Supplier of any obligation or warranty by it under the Contract and the Supplier is liable for all costs incidental to the discharge of any warranty under the Contract.

6. Insurance

The Supplier must effect and maintain for the Purchase Order term any insurances specified in the Purchase Order.

7. Indemnity

The Supplier indemnifies the Territory, its employees and agents against all liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Supplier, in connection with the provision of the Supplies, except to the extent that the Territory caused the relevant loss, damage or injury.

8. Cancellation

The Territory may cancel the Purchase Order in part or whole, at any time by notice to the Supplier, if the Supplier:

- (a) enters, or in the Territory's absolute opinion, is likely to enter, into any form of external administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (b) fails to provide the Supplies within, or to meet any other, timeframes or milestones specified in this Contract; or
- (c) is otherwise in breach of a provision of this Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (ii) is not capable of being remedied.

9. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory.

10. Applicable Law

The laws of the Australian Capital Territory apply to this Contract.

11. Variation

This Contract may be varied only by the written agreement of the parties prior to the expiration of the Contract.

12. Entire Agreement

The Contract constitutes the entire agreement of the parties in relation to the provision of the Supplies and all other agreements, warranties and representations are excluded.

SCHEDULE 3 - SUPPLIER'S QUOTATION FOR SUPPLIES (TO BE COMPLETED BY SUPPLIER)**Supplier's Details**

Full legal name:	PwC Australia
Registered office or postal address:	20 Sydney Avenue Barton, ACT
ACN/ARBN (if applicable):	Not applicable
ABN (if applicable):	52 780 433 757

Contact Officer for the Supplier

For all matters relating to this RFQ, including any notices, the Supplier's contact officer will be:

Name:	Shad Sears
Position title:	Partner
Phone:	[REDACTED]
Mobile:	[REDACTED]
Email:	[REDACTED]

Supplier's Quotation

Details of relevant qualifications and/or certifications held:	Not applicable
If insurances are required by the Statement of Requirements, please state the insurances held:	PwC confirms that we hold the necessary insurances.
Provide a brief summary of similar work undertaken/goods supplied in the past 12 months.	Not applicable

SUPPLIER'S QUOTATION FOR SUPPLIES (CONTINUED...)

Goods (if applicable)

Item Number	Item Description	Quantity	Unit Price (excluding GST)	GST Component	Unit Price (including GST)	Total
1.	Governance Scan	1	22,725.00	2,272.50	24,997.50	24,997.50
					Total (including GST)	24,997.50

Details of Warranties (if applicable)

Insert the details of any warranty period that will be offered for these good/s.

Services (if applicable)

<p>Brief response to Statement of Requirements, including milestones (if applicable)</p>	<p>PwC will identify the deployed governance structures by undertaking and delivering the following:</p> <p>Scope of work</p> <p>The scope of work will include:</p> <ul style="list-style-type: none"> • Environmental scan (including capture of publically available information and PwC insights from previous engagements) of other governance structures employed by national and jurisdictional health departments and directorates. This scan will, where possible, incorporate the governance and reporting structures of specific program functions where specific ACT Health functions are delivered through non-health Departments, agencies or entities in other jurisdictions (for example, through Pillars in NSW or Department Justice and Regulation for justice health in Victoria). <p>Deliverables</p> <p>The deliverables and the expected timetable are set out below:</p> <ul style="list-style-type: none"> • Draft report incorporating a high-level governance profile (incorporating 'scope of work' items listed above) of each national and jurisdictional Health Department and Directorate; and • Final report.
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<p>Scope exclusions Whilst our engagement may involve the analysis of financial information and accounting records, it does not constitute an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements and accordingly no such assurance will be provided in our report[s] or deliverables.</p> <p>Use and distribution of Report Our Report is intended solely for the information of the Directorate. Except as required by law, the Report may not be disclosed nor its contents published in any way (including on an internet website) without the prior written approval of PricewaterhouseCoopers. PricewaterhouseCoopers does not accept any responsibility to any party other than ACT Health.</p> <p>Notwithstanding the above, with our prior written consent, you may use or incorporate the Report or sections of the Report provided that:</p> <ul style="list-style-type: none"> a) a draft copy of any report or public disclosure which uses or incorporates any part of our Report is provided to PricewaterhouseCoopers for review and written approval prior to disclosure by the Directorate to any third party; b) any reference to or use of the Report is accompanied by the applicable disclaimers provided in writing by PricewaterhouseCoopers; and c) you do not make any reference to PricewaterhouseCoopers or the Report publicly and in any medium, or use PricewaterhouseCoopers' logo or branding without the prior written consent of PricewaterhouseCoopers. <p>PricewaterhouseCoopers may withhold its consent for the purposes of paragraphs (a) and (c) above at its sole discretion and may propose amendments to the publication prior to its release or disclosure to any third party.</p> <p>Quality of service It is our desire to provide you with a high quality service to meet your needs. If you believe that our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter immediately with the engagement leader. If you would prefer to discuss these matters with someone other than that person, please contact [REDACTED] at PwC Canberra, 28 Sydney Avenue, Barton, ACT. This will enable us to ensure that your concerns are dealt with promptly and appropriately.</p>	<table border="1"> <thead> <tr> <th data-bbox="1069 168 1149 795">Key personnel (if applicable) and pricing</th> <th data-bbox="1069 795 1149 1064">Name and Position (if applicable)</th> <th data-bbox="1069 1064 1149 1243">Expected Days allocated</th> <th data-bbox="1069 1243 1149 1422">Hourly Rate (including GST)</th> <th data-bbox="1069 1422 1149 1601">Daily Rate (including GST)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1149 168 1197 795">Please note: Total Cost field must be completed.</td> <td data-bbox="1149 795 1197 1064">Shad Sears (Partner)</td> <td data-bbox="1149 1064 1197 1243">[REDACTED]</td> <td data-bbox="1149 1243 1197 1422">[REDACTED]</td> <td data-bbox="1149 1422 1197 1601">[REDACTED]</td> </tr> <tr> <td data-bbox="1197 168 1244 795"></td> <td data-bbox="1197 795 1244 1064">[REDACTED]</td> <td data-bbox="1197 1064 1244 1243">[REDACTED]</td> <td data-bbox="1197 1243 1244 1422">[REDACTED]</td> <td data-bbox="1197 1422 1244 1601">[REDACTED]</td> </tr> <tr> <td data-bbox="1244 168 1348 795"></td> <td data-bbox="1244 795 1348 1064">Total Cost (including GST)</td> <td data-bbox="1244 1064 1348 1243"></td> <td data-bbox="1244 1243 1348 1422"></td> <td data-bbox="1244 1422 1348 1601">24,997.50</td> </tr> </tbody> </table>	Key personnel (if applicable) and pricing	Name and Position (if applicable)	Expected Days allocated	Hourly Rate (including GST)	Daily Rate (including GST)	Please note: Total Cost field must be completed.	Shad Sears (Partner)	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		Total Cost (including GST)			24,997.50
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	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																	
	Total Cost (including GST)			24,997.50																	

SUPPLIER'S DECLARATION

I/We quote to provide the goods and / or services described in the RFQ (*Supplies*) at the prices specified in this Supplier's Quotation.

I/We understand that if accepted by the Territory, this Supplier's Quotation becomes the purchase order for the provision of the Supplies.

I/We declare I/We have read and, if this Supplier's Quotation is accepted by the Territory, agree to provide the Supplies on the basis of the General Terms and Conditions for Purchase Orders (Goods and/ or Services).

Prior to signing ensure you have the legal authority to be a signatory for this quote.

NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.

Signatory's Full Printed Name:	Shad Sears	Signatory's Title/Position:	Partner
Signatory's Phone Number:	[REDACTED]	Signatory's email address:	[REDACTED]
Signatory's Signature:	[REDACTED]	Date:	31/11/2017 4/12/17

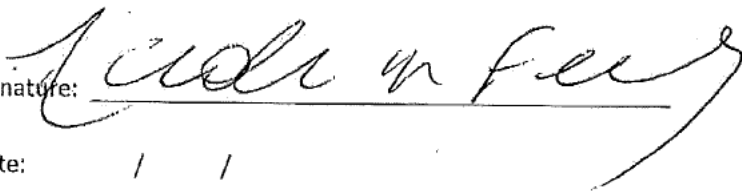
TERRITORY APPROVAL FORM (TO BE COMPLETED BY THE AUSTRALIAN CAPITAL TERRITORY)

By signing this form I, *Nicole Feely*, Director General representing the Health Directorate on behalf of the Australian Capital Territory, commit to purchasing the above specified *consultancy services* in accordance with the methodology and price specified in the Supplier's Quotation.

Signatory's Full Printed Name:	Nicole Feely	Signatory's Title/Position:	Director General
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The Territory accepts the quotation and the Supplier is permitted to commence the provision of the Supplies.

Signature:



Date:

1 / 1

Dal Molin, Vanessa (Health)

From: Dal Molin, Vanessa (Health)
Sent: Monday, 4 December 2017 2:02 PM
To: 'Shad Sears (AU)'
Cc: Stevenson, Nicole (Health)
Subject: Consultancy - Health Governance Structures - Scan [DLM=For-Official-Use-Only]
Attachments: 20171204124950982.pdf

Dear Shad,

Please find attached the signed request for quotation documentation, for your information.

When you have a spare moment, I'd appreciate if you could call me to discuss further.

Many thanks
Vanessa



Goods and/or Services REQUEST FOR QUOTATION UNDER \$25,000

This form must only be used to request quotations for purchases with a whole of life value of up to \$25,000 AUD (inclusive of GST). Prompts in red are for your information and should be deleted before sending this form to a potential supplier.

REQUEST FOR QUOTATION INFORMATION

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This RFQ comprises:

- Schedule 1 – Statement of Requirement;
- Schedule 2 – General Terms and Conditions for Purchase Orders (Goods and/or Services); and
- Schedule 3 – Supplier's Quotation, including Supplier's declaration.

SCHEDULE 1 - STATEMENT OF REQUIREMENT

RFQ Title:	Health Governance Structures – Scan		
RFQ Number:	To be provided	Territory Contact Officer:	For all matters relating to this RFQ contact: Vanessa Dal Molin at 620 79532 or Vanessa.dalmolin@act.gov.au
Purchasing Directorate:	Health Directorate	Section/Business Unit:	Office of the Director General
Issue Date:	27/11/2017	Closing Date:	01/12/2017
Supplies Required by:	12/12/2017	<i>Note: When selecting a closing date, ensure the time allowed for preparing the quotation is appropriate for the requirement. Best practice is to allow at least two (2) weeks.</i>	
Lodgement method:	Quotations should be lodged with Vanessa Dal Molin via email at Vanessa.dalmolin@act.gov.au in pdf format by the closing date specified above. Please note: due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be addressed to the Territory Contact Officer and sent via email.		

The Requirement

Item	Details
Description of Requirement (including warranties for goods):	ACT Health is seeking a consultant to undertake an urgent environmental scan of the health governance structures in place within health departments and directorates across Australia. The consultant will be asked to provide a report outlining the governance arrangements in place for health systems across all the jurisdictions. The aim is to assist ACT Health in understanding the governance structures deployed across other health jurisdictions.
Background Information:	Not applicable.

Item	Details
Delivery Instructions (for goods) or Service Timeframes/ Milestones (for services):	Services are required to be undertaken urgently, with a report to be provided to the Director General, ACT Health by close of business on 8 December 2017.
Required insurance/s	<p>The Supplier must effect and maintain all insurances required to be effected by it by law and the following insurances:</p> <ol style="list-style-type: none"> 1. Public liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence; 2. For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate; and 3. For supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate. <p>The Supplier must provide evidence of the above insurances.</p>

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS (GOODS AND SERVICES)

If this quotation is accepted and approved by the Australian Capital Territory (indicated at the end of the document), the following general terms and conditions for purchase orders (Goods and/or Services) will apply to the provision of the supplies.

1. Provision of Supplies

- 1.1 The Supplier must provide the goods and/or services specified in the Purchase Order (Supplies) according to the provisions of the Purchase Order and these terms and conditions (collectively, **Contract**) and to a high standard of care, skill and diligence.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in the Purchase Order.
- 1.3 If the Supplies contain hazardous substances, the Supplier must provide material safety data sheets for those hazardous substances.

2. Price of Supplies

- 2.1 Except if otherwise stated in the Purchase Order, the price for the Supplies is:
 - (a) payable within 30 days of receipt by the Territory of an Invoice;
 - (b) inclusive of GST and all other taxes, duties and charges; and
 - (c) inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Purchase Order, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.

3. Delivery and Acceptance

- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Purchase Order, in good order and condition and marked with the relevant Purchase Order Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Purchase Order.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any

timeframe specified by the Territory, remove the Supplies (in the case of goods) and:

- (a) replace any rejected Supplies that are goods; and
- (b) re-perform any rejected Supplies that are services; or
- (c) refund any payment for the rejected Supplies.

- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

4. Title and Risk

Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.

5. Warranty

For Supplies that are goods, the Supplier must:

- (a) during any warranty period specified in the Purchase Order, at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
- (b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,

however, this does not in any way relieve the Supplier of any obligation or warranty by it under the Contract and the Supplier is liable for all costs incidental to the discharge of any warranty under the Contract.

6. Insurance

The Supplier must effect and maintain for the Purchase Order term any insurances specified in the Purchase Order.

7. Indemnity

The Supplier indemnifies the Territory, its employees and agents against all liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Supplier, in connection with the provision of the Supplies, except to the extent that the Territory caused the relevant loss, damage or injury.

8. Cancellation

The Territory may cancel the Purchase Order in part or whole, at any time by notice to the Supplier, if the Supplier:

- (a) enters, or in the Territory's absolute opinion, is likely to enter, into any form of external administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (b) fails to provide the Supplies within, or to meet any other, timeframes or milestones specified in this Contract; or
- (c) is otherwise in breach of a provision of this Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (ii) is not capable of being remedied.

9. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory.

10. Applicable Law

The laws of the Australian Capital Territory apply to this Contract.

11. Variation

This Contract may be varied only by the written agreement of the parties prior to the expiration of the Contract.

12. Entire Agreement

The Contract constitutes the entire agreement of the parties in relation to the provision of the Supplies and all other agreements, warranties and representations are excluded.

SCHEDULE 3 - SUPPLIER'S QUOTATION FOR SUPPLIES (TO BE COMPLETED BY SUPPLIER)**Supplier's Details**

Full legal name:	PwC Australia
Registered office or postal address:	20 Sydney Avenue Barton, ACT
ACN/ARBN (if applicable):	Not applicable
ABN (if applicable):	52 780 433 757

Contact Officer for the Supplier

For all matters relating to this RFQ, including any notices, the Supplier's contact officer will be:

Name:	Shad Sears
Position title:	Partner
Phone:	[REDACTED]
Mobile:	[REDACTED]
Email:	[REDACTED]

Supplier's Quotation

Details of relevant qualifications and/or certifications held:	Not applicable
If insurances are required by the Statement of Requirements, please state the insurances held:	PwC confirms that we hold the necessary insurances.
Provide a brief summary of similar work undertaken/goods supplied in the past 12 months.	Not applicable

SUPPLIER'S QUOTATION FOR SUPPLIES (CONTINUED...)

Goods (if applicable)

Item Number	Item Description	Quantity	Unit Price (excluding GST)	GST Component	Unit Price (including GST)	Total
1	Governance Scan	1	22,725.00	2,272.50	24,997.50	24,997.50
					Total (including GST)	24,997.50

Details of Warranties (if applicable) Insert the details of any warranty period that will be offered for these good/s.

Services (if applicable)

<p>Brief response to Statement of Requirements, including milestones (if applicable)</p>	<p>PwC will identify the deployed governance structures by undertaking and delivering the following:</p> <p>Scope of work The scope of work will include:</p> <ul style="list-style-type: none"> Environmental scan (including capture of publically available information and PwC insights from previous engagements) of other governance structures employed by national and jurisdictional health departments and directorates. This scan will, where possible, incorporate the governance and reporting structures of specific program functions where specific ACT Health functions are delivered through non-health Departments, agencies or entities in other jurisdictions (for example, through Pillars in NSW or Department Justice and Regulation for justice health in Victoria). <p>Deliverables The deliverables and the expected timetable are set out below:</p> <ul style="list-style-type: none"> Draft report incorporating a high-level governance profile (incorporating 'scope of work' items listed above) of each national and jurisdictional Health Department and Directorate; and Final report.
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<p>Scope exclusions Whilst our engagement may involve the analysis of financial information and accounting records, it does not constitute an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements and accordingly no such assurance will be provided in our report[s] or deliverables.</p> <p>Use and distribution of Report Our Report is intended solely for the information of the Directorate. Except as required by law, the Report may not be disclosed nor its contents published in any way (including on an internet website) without the prior written approval of PricewaterhouseCoopers. PricewaterhouseCoopers does not accept any responsibility to any party other than ACT Health.</p> <p>Notwithstanding the above, with our prior written consent, you may use or incorporate the Report or sections of the Report provided that:</p> <ul style="list-style-type: none"> a) a draft copy of any report or public disclosure which uses or incorporates any part of our Report is provided to PricewaterhouseCoopers for review and written approval prior to disclosure by the Directorate to any third party; b) any reference to or use of the Report is accompanied by the applicable disclaimers provided in writing by PricewaterhouseCoopers; and c) you do not make any reference to PricewaterhouseCoopers or the Report publicly and in any medium, or use PricewaterhouseCoopers' logo or branding without the prior written consent of PricewaterhouseCoopers. <p>PricewaterhouseCoopers may withhold its consent for the purposes of paragraphs (a) and (c) above at its sole discretion and may propose amendments to the publication prior to its release or disclosure to any third party.</p> <p>Quality of service It is our desire to provide you with a high quality service to meet your needs. If you believe that our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter immediately with the engagement leader. If you would prefer to discuss these matters with someone other than that person, please contact [REDACTED] at PwC Canberra, 28 Sydney Avenue, Barton, ACT. This will enable us to ensure that your concerns are dealt with promptly and appropriately.</p>	<p>Key personnel (if applicable) and pricing Please note: Total Cost field must be completed.</p>																
<table border="1"> <thead> <tr> <th data-bbox="1101 1814 1340 1948">Name and Position (if applicable)</th> <th data-bbox="1101 1545 1340 1657">Expected Days allocated</th> <th data-bbox="1101 1276 1340 1388">Hourly Rate (including GST)</th> <th data-bbox="1101 1008 1340 1120">Daily Rate (including GST)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1101 1814 1340 1948">Shad Sears (Partner)</td> <td data-bbox="1101 1545 1340 1657">[REDACTED]</td> <td data-bbox="1101 1276 1340 1388">[REDACTED]</td> <td data-bbox="1101 1008 1340 1120">[REDACTED]</td> </tr> <tr> <td data-bbox="1101 1814 1340 1948">[REDACTED]</td> <td data-bbox="1101 1545 1340 1657">[REDACTED]</td> <td data-bbox="1101 1276 1340 1388">[REDACTED]</td> <td data-bbox="1101 1008 1340 1120">[REDACTED]</td> </tr> <tr> <td data-bbox="1101 1814 1340 1948" style="text-align: right;">Total Cost (including GST)</td> <td data-bbox="1101 1545 1340 1657"></td> <td data-bbox="1101 1276 1340 1388"></td> <td data-bbox="1101 1008 1340 1120">24,997.50</td> </tr> </tbody> </table>	Name and Position (if applicable)	Expected Days allocated	Hourly Rate (including GST)	Daily Rate (including GST)	Shad Sears (Partner)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Total Cost (including GST)			24,997.50	
Name and Position (if applicable)	Expected Days allocated	Hourly Rate (including GST)	Daily Rate (including GST)														
Shad Sears (Partner)	[REDACTED]	[REDACTED]	[REDACTED]														
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]														
Total Cost (including GST)			24,997.50														

SUPPLIER'S DECLARATION

I/We quote to provide the goods and / or services described in the RFQ (Supplies) at the prices specified in this Supplier's Quotation.

I/We understand that if accepted by the Territory, this Supplier's Quotation becomes the purchase order for the provision of the Supplies.

I/We declare I/We have read and, if this Supplier's Quotation is accepted by the Territory, agree to provide the Supplies on the basis of the General Terms and Conditions for Purchase Orders (Goods and/ or Services).

Prior to signing ensure you have the legal authority to be a signatory for this quote.

NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.

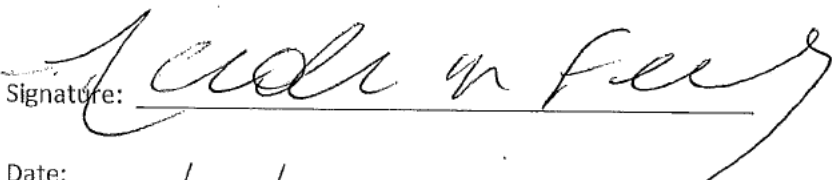
Signatory's Full Printed Name:	Shad Sears	Signatory's Title/Position:	Partner
Signatory's Phone Number:	[REDACTED]	Signatory's email address:	[REDACTED]
Signatory's Signature:		Date:	31/11/2017

TERRITORY APPROVAL FORM (TO BE COMPLETED BY THE AUSTRALIAN CAPITAL TERRITORY)

By signing this form I, *Nicole Feely*, Director General representing the Health Directorate on behalf of the Australian Capital Territory, commit to purchasing the above specified *consultancy services* in accordance with the methodology and price specified in the Supplier's Quotation.

Signatory's Full Printed Name:	Nicole Feely	Signatory's Title/Position:	Director General
--------------------------------	--------------	-----------------------------	------------------

The Territory accepts the quotation and the Supplier is permitted to commence the provision of the Supplies.

Signature: 

Date: / /

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

This email is sent by PwC. The email and any attachments may contain confidential and/or legally privileged material. You must not use or disclose the email if you are not the intended recipient. If you have received the email in error please let us know by contacting the sender and deleting the email. If this email contains a marketing message that you would prefer not to receive in the future please reply to the sender and copy your reply to privacy.officer@au.pwc.com with "unsubscribe" in the subject line. Our liability is limited by a scheme approved under Professional Standards Legislation.

Dal Molin, Vanessa (Health)

From: Dal Molin, Vanessa (Health)
Sent: Thursday, 30 November 2017 6:09 PM
To: [REDACTED]
Subject: RFQ - Health Governance Structures - Scan [DLM=For-Official-Use-Only]
Attachments: 20171130170438992.pdf; Request-for-Quote-GS-under\$25k.docx

Dear Shad,
As mentioned earlier, please see attached RFQ for your completion. Happy to discuss further if you have any questions.

Thanks for your assistance.

Regards
Vanessa

Vanessa Dal Molin | Business Manager
Office of the Director General, ACT Health
Ph: (02) 6207 9532 | M [REDACTED] | Email: vanessa.dalmolin@act.gov.au health.act.gov.au

Care  Excellence  Collaboration  Integrity



Office of the Director-General

Mr Shad Sears
Partner
PricewaterhouseCoopers
GPO Box 2650
SYDNEY NSW 1171

Dear Mr Sears

LETTER OF INVITATION

Health Governance Structures – Scan

ACT Health invites PWC to provide a quotation to undertake an urgent environmental scan of health governance structures across Australian health systems, with a completion date of 8 December 2017

Attached please find:

- Request for Quotation Form (under \$25,000) including Statement of Requirements; and
- Purchase Order Terms and Conditions.

The Request for Quotations Form must be returned to the Requesting Officer by 2pm on 1 December 2017 at vanessa.dalmolin@act.gov.au.

If you are selected as the successful supplier/respondent, the territory will forward the completed Request for Quotation Form with a purchase order as the method of engagement to deliver the required goods/services.

Please do not hesitate to contact me on 620 79532 if you require clarification. I look forward to receiving a quotation from your organisation.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Nicole Feely'.

Nicole Feely
Director General
ACT Health

27 November 2017

Goods and/or Services REQUEST FOR QUOTATION UNDER \$25,000

This form must only be used to request quotations for purchases with a whole of life value of up to \$25,000 AUD (inclusive of GST). Prompts in red are for your information and should be deleted before sending this form to a potential supplier.

REQUEST FOR QUOTATION INFORMATION

The Territory as represented by the select your directorate would like to invite insert supplier's name to respond to this Request for Quotation (**RFQ**).

This RFQ comprises:

- Schedule 1 – Statement of Requirement;
- Schedule 2 – General Terms and Conditions for Purchase Orders (Goods and/or Services); and
- Schedule 3 – Supplier's Quotation, including Supplier's declaration.

SCHEDULE 1 - STATEMENT OF REQUIREMENT

RFQ Title:	Health Governance Structures – Scan		
RFQ Number:	To be provided	Territory Contact Officer:	For all matters relating to this RFQ contact: Vanessa Dal Molin at 620 79532 or Vanessa.dalmolin@act.gov.au
Purchasing Directorate:	Health Directorate	Section/Business Unit:	Office of the Director General
Issue Date:	27/11/2017	Closing Date:	01/12/2017
Supplies Required by:	08/12/2017	Note: When selecting a closing date, ensure the time allowed for preparing the quotation is appropriate for the requirement. Best practice is to allow at least two (2) weeks.	
Lodgement method:	Quotations should be lodged with Vanessa Dal Molin via email at Vanessa.dalmolin@act.gov.au in pdf format by the closing date specified above. Please note: due to system restrictions responses cannot exceed one file and 3MB.		
Questions	Any questions relating to this RFQ should be addressed to the Territory Contact Officer and sent via email.		

The Requirement

Item	Details
Description of Requirement (including warranties for goods):	<p>ACT Health is seeking a consultant to undertake an urgent environmental scan of the health governance structures in place within health departments and directorates across Australia. The consultant will be asked to provide a report outlining the governance arrangements in place for health systems across all the jurisdictions.</p> <p>The aim is to assist ACT Health in understanding the governance structures deployed across other health jurisdictions.</p>
Background Information:	Not applicable.

Item	Details
Delivery Instructions (for goods) or Service Timeframes/ Milestones (for services):	Services are required to be undertaken urgently, with a report to be provided to the Director General, ACT Health by close of business on 8 December 2017.
Required insurance/s	<p>The Supplier must effect and maintain all insurances required to be effected by it by law and the following insurances:</p> <ol style="list-style-type: none"> 1. Public liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence; 2. For Supplies that include services, professional indemnity insurance with coverage in the amount of no less than \$10 million in the annual aggregate; and 3. For supplies that include goods, product liability insurance to a value of \$10 million in the annual aggregate. <p>The Supplier must provide evidence of the above insurances.</p>

SCHEDULE 2 - GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS (GOODS AND SERVICES)

If this quotation is accepted and approved by the Australian Capital Territory (indicated at the end of the document), the following general terms and conditions for purchase orders (Goods and/or Services) will apply to the provision of the supplies.

1. Provision of Supplies

- 1.1 The Supplier must provide the goods and/or services specified in the Purchase Order (**Supplies**) according to the provisions of the Purchase Order and these terms and conditions (collectively, **Contract**) and to a high standard of care, skill and diligence.
- 1.2 Supplies that are goods must be new and unused, free from any security interest, defects in materials and workmanship, of acceptable quality and must conform to any specifications and descriptions set out in the Purchase Order.
- 1.3 If the Supplies contain hazardous substances, the Supplier must provide material safety data sheets for those hazardous substances.

2. Price of Supplies

- 2.1 Except if otherwise stated in the Purchase Order, the price for the Supplies is:
- payable within 30 days of receipt by the Territory of an Invoice;
 - inclusive of GST and all other taxes, duties and charges; and
 - inclusive of all disbursements, including out of pocket expenses incurred by the Supplier.
- 2.2 An Invoice may be issued by the Supplier upon the satisfactory completion of each milestone set out in the Purchase Order, or if no milestones are specified, on the satisfactory completion of all services and acceptance of all goods comprising the Supplies.

3. Delivery and Acceptance

- 3.1 Supplies that are goods must be delivered at the times and places detailed in the Purchase Order, in good order and condition and marked with the relevant Purchase Order Number and full delivery point details. Delivery will be free into store unless otherwise specified in the Contract.
- 3.2 The Territory may reject Supplies supplied incorrectly, damaged, in excess of or less than specified quantities or otherwise found not to be in accordance with the Purchase Order.
- 3.3 If the Territory rejects any Supplies, the Supplier must, at no cost to the Territory and within any

timeframe specified by the Territory, remove the Supplies (in the case of goods) and:

- replace any rejected Supplies that are goods; and
- re-perform any rejected Supplies that are services; or
- refund any payment for the rejected Supplies.

- 3.4 If the Territory does not reject the Supplies within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

4. Title and Risk

Risk of loss and damage and title in Supplies that are goods passes to the Territory on its acceptance of those goods.

5. Warranty

For Supplies that are goods, the Supplier must:

- during any warranty period specified in the Purchase Order, at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and
- ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,

however, this does not in any way relieve the Supplier of any obligation or warranty by it under the Contract and the Supplier is liable for all costs incidental to the discharge of any warranty under the Contract.

6. Insurance

The Supplier must effect and maintain for the Purchase Order term any insurances specified in the Purchase Order.

7. Indemnity

The Supplier indemnifies the Territory, its employees and agents against all liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Supplier, in connection with the provision of the Supplies, except to the extent that the Territory caused the relevant loss, damage or injury.

8. Cancellation

The Territory may cancel the Purchase Order in part or whole, at any time by notice to the Supplier, if the Supplier:

- (a) enters, or in the Territory's absolute opinion, is likely to enter, into any form of external administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;
- (b) fails to provide the Supplies within, or to meet any other, timeframes or milestones specified in this Contract; or
- (c) is otherwise in breach of a provision of this Contract, where that breach:
 - (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
 - (ii) is not capable of being remedied.

9. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory.

10. Applicable Law

The laws of the Australian Capital Territory apply to this Contract.

11. Variation

This Contract may be varied only by the written agreement of the parties prior to the expiration of the Contract.

12. Entire Agreement

The Contract constitutes the entire agreement of the parties in relation to the provision of the Supplies and all other agreements, warranties and representations are excluded.

SCHEDULE 3 - SUPPLIER'S QUOTATION FOR SUPPLIES (TO BE COMPLETED BY SUPPLIER)**Supplier's Details**

Full legal name:	
Registered office or postal address:	
ACN/ARBN (if applicable):	Insert your ACN or ARBN if applicable.
ABN (if applicable):	Insert your ABN if applicable.

Contact Officer for the Supplier

For all matters relating to this RFQ, including any notices, the Supplier's contact officer will be:

Name:	Insert the name of the contact officer.
Position title:	Insert the position title of the contact officer.
Phone:	Insert the work contact number for the contact officer.
Mobile:	Insert a contact mobile number if applicable.
Email:	Insert an email address for the contact officer.

Supplier's Quotation

Details of relevant qualifications and/or certifications held:	List any relevant qualifications or certifications held.
If insurances are required by the Statement of Requirements, please state the insurances held:	Confirm whether required insurances are held and attach supporting documentation.
Provide a brief summary of similar work undertaken/goods supplied in the past 12 months.	Please provide a summary of similar Supplies provided in the past 12 months. References may be included. If similar work has not been undertaken in the past 12 months, insert 'Not applicable.'

SUPPLIER'S QUOTATION FOR SUPPLIES (CONTINUED...)

Goods (if applicable)

Item Number	Item Description	Quantity	Unit Price (excluding GST)	GST Component	Unit Price (including GST)	Total
					Total (including GST)	

Details of Warranties (if applicable)

Insert the details of any warranty period that will be offered for these good/s.

Services (if applicable)

Brief response to Statement of Requirements, including milestones (if applicable)	Name and Position (if applicable)	Expected Hours/Days allocated	Hourly Rate (including GST)	Daily Rate (including GST)
Total Cost (including GST)				

Please note: Total Cost field must be completed.

SUPPLIER'S DECLARATION

i *I/We quote to provide the goods and / or services described in the RFQ (**Supplies**) at the prices specified in this Supplier's Quotation.*

I/We understand that if accepted by the Territory, this Supplier's Quotation becomes the purchase order for the provision of the Supplies.

I/We declare I/We have read and, if this Supplier's Quotation is accepted by the Territory, agree to provide the Supplies on the basis of the General Terms and Conditions for Purchase Orders (Goods and/ or Services).

Prior to signing ensure you have the legal authority to be a signatory for this quote.

NB: physical signatures are not required for this document. Complete the information and return electronically to the email address provided in Schedule 1.

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert you position or title.
Signatory's Phone Number:	Insert your phone number, including area code.	Signatory's email address:	Insert your email address.
Signatory's Signature:		Date:	Click here to enter a date.

TERRITORY APPROVAL FORM (TO BE COMPLETED BY THE AUSTRALIAN CAPITAL TERRITORY)

By signing this form I, Enter Delegate Name, within Enter Business Unit representing the Select your directorate on behalf of the Australian Capital Territory, commit to purchasing the above specified select procurement type in accordance with the methodology and price specified in the Supplier's Quotation.

Signatory's Full Printed Name:	Insert your full name.	Signatory's Title/Position:	Insert you position or title.
--------------------------------	------------------------	-----------------------------	-------------------------------

The Territory accepts the quotation and the Supplier is permitted to commence the provision of the Supplies.

Signature: _____

Date: / /

Dal Molin, Vanessa (Health)

From: Shad Sears (AU) [REDACTED]
Sent: Tuesday, 28 November 2017 7:06 PM
To: Feely, Nicole (Health)
Subject: Draft engagement letter - governance scan
Attachments: Engagement Letter - ACT Health Governance Structures Scan and Analysis 281117.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Nicole

Please find attached the draft engagement letter for the national/jurisdictional governance scan on behalf of ACT Health.

As this draft is based on our quick conversation yesterday, can you confirm it addresses your requirements or provide feedback on additional areas of focus.

Once agreed on scope, I will sign for your processing.

Regards

Please consider the environment before printing this email

Shad Sears • Partner
28 Sydney Ave • Forrest ACT 2603 • Australia

[REDACTED]
www.pwc.com.au
twitter.com/PwC_AU



[REDACTED]

This email is sent by PwC. The email and any attachments may contain confidential and/or legally privileged material. You must not use or disclose the email if you are not the intended recipient. If you have received the email in error please let us know by contacting the sender and deleting the email. If this email contains a marketing message that you would prefer not to receive in the future please reply to the sender and copy your reply to privacy.officer@au.pwc.com with "unsubscribe" in the subject line. Our liability is limited by a scheme approved under Professional Standards Legislation.



Private & Confidential or Privileged & Confidential

Nicole Feely
 Director-General
 ACT Health
 2-6 Bowes Street
 Woden ACT 2606

Dear Nicole

Engagement Letter – Governance structures scan and analysis

Further to our conversation on the 27th November 2017, PwC are pleased to provide you with this engagement letter outlining our approach to undertake an environmental scan of the governance structures in place across national health departments and directorates. This scan will also provide Act Health (the Directorate) with a high-level analysis of the applicability of those structures to the functions currently undertaken by the Directorate. This engagement letter, including the Terms of Business in Appendix 1, confirms the scope of our services and the terms of our engagement.

1. Background

The ACT Health Directorate is tasked with delivering healthcare and health-related services in the ACT, through its public hospitals - Calvary Hospital and Canberra Hospital; Community Health; Mental Health ACT; Capital Region Cancer Service; Aged Care and Rehabilitation Service and Population Health, including the Health Protection Service. At present, the Directorate reports to the ACT Minister for Health and Wellbeing through the ACT Health Director-General who in turn is supported by a cadre of Deputy Director-Generals, Executive staff and governance committees. The current governance structure is hierarchical with key decision making and reporting channels directed to the Director-General. To address, and potentially alleviate, the pressures and restrictions associated with this structure, the Directorate wishes to understand the governance structures deployed across other health jurisdictions and gain insights into their applicability to the Directorates functions which may in turn, drive the adoption of a new governance structure for the Directorate.

2. The services

PwC will assess the applicability of other deployed governance structures by undertaking and delivering the following:

(a) Scope of work

The scope of work will include:

- Environmental scan of other governance structures employed by national and jurisdictional health departments and directorates;

PricewaterhouseCoopers, ABN 52 780 433 757
 Darling Park Tower 2, 201 Sussex Street, GPO BOX 2650, SYDNEY NSW 1171
 T +61 2 8266 0000, F +61 2 8266 9999, www.pwc.com.au

Liability limited by a scheme approved under Professional Standards Legislation.



- Targeted scan of governance and reporting structures of specific program functions where specific ACT Health functions are delivered through non-health Departments, agencies or entities in other jurisdictions (for example, through Pillars in NSW or Department Justice and Regulation for justice health in Victoria); and
- Analysis of the applicability of these structures to:
 - Streamline the reporting and governance arrangements in ACT Health.
 - Make clearer the lines of delegated accountability (for example, LHN-like accountability for the Canberra Hospital).
 - Clarify what needs to be managed on a Territory-wide basis, and what should be managed within the remit of particular health services.

(b) Deliverables

The deliverables and the expected timetable are set out below:

- Draft report incorporating a high-level governance profile/analysis of each national and jurisdictional Health Department and Directorate; and
- Final report.

(c) Scope exclusions

Whilst our engagement may involve the analysis of financial information and accounting records, it does not constitute an audit in accordance with Australian Auditing Standards or a review in accordance with Australian Auditing Standards applicable to review engagements and accordingly no such assurance will be provided in our report[s] or deliverables.

3. Timetable

We understand the urgency of this requirement and based upon the high-level analysis outlined, PwC expect to complete the assignment across a 2 week period with delivery of our final report by no later than 15 December 2017.

4. Our team

We have selected the individual team members to ensure the right blend of abilities, specialist expertise and practical experience relevant to your needs.

The key team members are:

- Shad Sears, Engagement Partner. Shad is a Partner in the Canberra Assurance practice. He has experience with ACT Health and background in corporate governance design and review.
- Dr Ronelle Hutchinson, Engagement Manager. Ronelle is a Senior Manager in our National Health Practice. She has extensive experience in the development of evidence based policy, strategy and program evaluation across federal, state and local governments within health and human service sectors. She has worked with state Departments of Health and on cross-jurisdictional COAG AHMAC projects.



5. Fees and expenses

Our total fees, inclusive of goods and services tax ("GST") will be:

Fee (exclusive of GST)	\$40,560
GST (10%)	\$4,056
Total fee (inclusive of GST)	\$44,616

The basis of our fee arrangements is set out in the attached Terms of Business.

6. Limitation of Liability

Our liability in respect of the Services provided under this letter will be limited as provided for in the Terms of Business.

7. Use and distribution of Report

Our Report is intended solely for the information of the Directorate. Except as required by law, the Report may not be disclosed nor its contents published in any way (including on an internet website) without the prior written approval of PricewaterhouseCoopers. PricewaterhouseCoopers does not accept any responsibility to any party other than ACT Health.

Notwithstanding the above, with our prior written consent, you may use or incorporate the Report or sections of the Report provided that:

- a) a draft copy of any report or public disclosure which uses or incorporates any part of our Report is provided to PricewaterhouseCoopers for review and written approval prior to disclosure by the Directorate to any third party;
- b) any reference to or use of the Report is accompanied by the applicable disclaimers provided in writing by PricewaterhouseCoopers; and
- c) you do not make any reference to PricewaterhouseCoopers or the Report publicly and in any medium, or use PricewaterhouseCoopers' logo or branding without the prior written consent of PricewaterhouseCoopers.

PricewaterhouseCoopers may withhold its consent for the purposes of paragraphs (a) and (c) above at its sole discretion and may propose amendments to the publication prior to its release or disclosure to any third party.

8. Quality of service

It is our desire to provide you with a high quality service to meet your needs. If you believe that our service to you could be improved, or if you are dissatisfied with any aspect of our service, please raise the matter immediately with the engagement leader. If you would prefer to discuss these matters with someone other than that person, please contact Stuart Babbage at PwC Canberra, 28 Sydney Avenue,



Barton, ACT. This will enable us to ensure that your concerns are dealt with promptly and appropriately.

9. *Acknowledgement of terms*

Please acknowledge your agreement to the scope and terms of our engagement as set out in this engagement letter and the attached Terms of Business by signing the copy of the engagement letter in the space provided and returning it to us.

Should we not receive such a signed copy, but you continue to instruct us, you will be taken to have accepted the terms and conditions of this engagement letter including the Terms of Business set out in Appendix 1.

If you would like to discuss any aspect of our assignment further, please contact me on [REDACTED]

Yours faithfully

Shad Sears
Partner



Client Acceptance

The terms of this engagement are accepted by _____ (Nicole Feely) on behalf of ACT Health who represents that she is authorised to accept these terms on its behalf.

Signed _____

Name _____

Position _____

Date _____

Appendix 1: Terms of business

These terms of business apply to the services you have engaged us to provide under the attached engagement letter. Our engagement letter and these terms of business form the entire agreement between us about those services. They replace any earlier agreements, representations or discussions. If anything in these terms of business is inconsistent with our engagement letter, our engagement letter takes precedence.

Contents

- 1 Our services
- 2 Your responsibilities
- 3 Fees, expenses and costs
- 4 Confidentiality and privacy
- 5 Liability
- 6 Electronic communications and tools
- 7 Subcontractors (including other PwC firms)
- 8 Filing and destruction of documents
- 9 Performing services for others
- 10 Termination
- 11 Relationship
- 12 Corporations Act and SEC prohibitions
- 13 Force majeure
- 14 Assignment
- 15 Applicable law
- 16 Definitions
- 17 Confidentiality for certain tax services

1 Our services

- 1.1 **Scope** – We will perform the services described in our engagement letter with reasonable skill and care.
- 1.2 **Changes** – Either of us may request a change to the services, or anything else in this agreement. A change will not be effective unless we have both agreed to it in writing.
- 1.3 **Oral advice and draft deliverables** – You may only rely on our final written deliverables. If you wish to rely on something we have told you, please let us know so that we can prepare a written deliverable on which you may rely.
- 1.4 **Services for your benefit** – Our services are provided solely for your use for the purpose set out in our engagement letter or the relevant deliverable. Except as stated in our engagement letter or the relevant deliverable, as required by law, or with our prior written consent, you may not:
 - a) show or provide a deliverable to any third party or include or refer to a deliverable or our name or logo in a public document
 - b) make any public statement about us or the services.

We consent to you providing copies of deliverables to your legal advisers provided they have agreed:

 - (i) the deliverables are not for their use or benefit
 - (ii) we accept no responsibility or liability to them
 - (iii) they may not do any of the things referred to in paragraph (a) or (b) above.
- 1.5 **No liability to third parties** - We accept no liability or responsibility to any third party in connection with our services. You agree to reimburse us for any liability

(including reasonable legal costs) we incur in connection with any claim by a third party arising from your breach of this agreement.

- 1.6 **Additional terms for legal services** – Our services are not legal services unless expressly identified as legal services in the engagement letter. The additional terms of business for legal services apply to legal services (in addition to these terms of business).

2 Your responsibilities

- 2.1 **Generally** – You agree to:
 - a) provide us promptly with all information, instructions and access to third parties we reasonably require to perform the services, including letting us know if you want us to use information we hold from other engagements we have performed for you
 - b) ensure we are permitted to use any third party information or intellectual property rights you require us to use to perform the services
 - c) provide adequate and safe facilities for us when we work at your premises.
- 2.2 **Information** – You are responsible for the completeness and accuracy of information supplied to us. We may rely on this information to perform the services and will not verify it in any way, except to the extent we have expressly agreed to do so as part of the services.
- 2.3 **Interdependence** – Our performance depends on you also performing your obligations under this agreement. You agree we are not liable for any default to the extent it arises because you do not fulfil your obligations or because information supplied is, or becomes, inaccurate or incomplete, except to the extent we have expressly agreed to verify its accuracy and completeness as part of the services.

3 Fees, expenses and costs

- 3.1 **Payment for services** – You agree to pay us fees for our services on the basis set out in our engagement letter.
- 3.2 **Expenses** – You agree to pay any reasonable expenses we incur in connection with the services (other than expenses covered by the administration charge in clause 3.3).
- 3.3 **Administration charge** – We have agreed that you will not be charged the additional 2% Engagement Administration Charge for the length of this engagement.
- 3.4 **GST** – Our fees, expenses and charges exclude GST (unless stated otherwise). If a supply to you under this agreement is a taxable supply under *A New Tax System (Goods and Services Tax) Act 1999*, you agree to pay us an amount equal to the GST we are required to pay on the taxable supply.

- 3.5 **Invoices and payment** – We will invoice you monthly, unless we have agreed something different in our engagement letter. You agree to pay the invoiced amount within 14 days of the invoice date.
- 3.6 **Fee scales** – If we calculate our fees based on time spent at hourly or other rates, we may increase those rates once every six months. The increase takes effect when we notify you.
- 3.7 **Compliance costs** – If we are required to provide information regarding you or the services to comply with a statutory obligation, court order or other compulsory process, you agree to pay the reasonable costs and expenses we incur in doing so. This includes time spent by professional staff and our reasonable legal costs. This clause does not apply to the extent a compulsory process relates to our alleged wrongdoing.

4 Confidentiality and privacy

- 4.1 **Confidential information** – We each agree not to disclose each other's confidential information, except for disclosures required by law or confidential disclosures under our respective policies.
- 4.2 **Referring to you and the services** – We may wish to refer to you and the nature of the services we have performed for you when marketing our services. You agree that we may do so, provided we do not disclose your confidential information.
- 4.3 **Privacy** – Our approach to privacy is set out in our Privacy Policy, available at www.pwc.com.au/privacy. You agree to comply with the Privacy Act 1988 (Cth) when providing us with information. We agree to cooperate with each other in addressing our respective privacy obligations in connection with the services.

5 Liability

- 5.1 **Accountants scheme** – Our partners are members or affiliate members of the Institute of Chartered Accountants in Australia (ICAA). Where ICAA schemes have been approved under professional standards legislation in force in Australian states or territories, our liability in connection with the services (other than legal services) is limited in accordance with those ICAA schemes. Legislation providing for apportionment of liability also applies.

Please let us know if you would like a copy of a relevant scheme.

- 5.2 **Liability cap where no scheme** – Where our liability is not limited by a scheme, you agree our liability for all claims connected directly or indirectly with the services (including claims of negligence) is limited to an amount equal to 10 times the fees payable for the services, up to an overall maximum of \$20 million.
- 5.3 **Aggregate cap** – Where more than one client is identified in our engagement letter, the limits on our liability in this clause 5 must be allocated between them. We do not need to know how a limit is allocated and, if it is not, you agree not to dispute a limit on our liability on the basis that you have not agreed how it is to be allocated.
- 5.4 **Consequential loss** – To the extent permitted by law, we exclude all liability for:

- a) loss or corruption of data

- b) loss of profit, goodwill, business opportunity or anticipated savings or benefits
- c) indirect or consequential loss or damage.

- 5.5 **No claims against employees** – You agree not to bring any claim against any of our employees personally in connection with the services. This includes claims in negligence but excludes claims of fraud or dishonesty. This clause is for the benefit of our employees. You agree that each of them may rely on it as if they were a party to this agreement. Each of our employees involved in providing the services relies on the protections in this clause 5.5 and we accept the benefit of it on their behalf

6 Electronic communications and tools

- 6.1 **Electronic communications** – We each agree to take reasonable precautions to protect our own information technology systems, including implementing reasonable procedures to guard against viruses and unauthorised interception, access, use, corruption, loss or delay of electronic communications.
- 6.2 **Electronic tools** – We may develop or use electronic tools (eg spreadsheets, databases, software) in providing the services. We are not obliged to share these tools with you, unless they are specified as a deliverable in this agreement. If they are not a specified deliverable, and we do share them with you, you agree that:

- a) they remain our property
- b) we developed them solely for our use
- c) you use them at your own risk
- d) you may not provide them to any third party.

7 Subcontractors (including other PwC firms)

- 7.1 **Subcontractors** – We may use subcontractors, including other PwC firms (in Australia or overseas) to perform or assist us to perform the services. Despite this, we remain solely responsible for the services.
- 7.2 **No claims against other PwC firms** - No other PwC firm has any liability to you in connection with the services or this agreement and you agree not to bring and to ensure none of your affiliates brings any claim (including in negligence) against any other PwC firm or its partners or employees in connection with the services or this agreement. Any partner or employee of another PwC firm who deals with you in connection with the services does so solely on our behalf.
- 7.3 **Benefit of clause 7.2** - Clause 7.2 is for the benefit of other PwC firms and their partners and employees (each a *beneficiary*). You agree each beneficiary may rely on clause 7.2 as if they were a party to this agreement. Each beneficiary that provides or assists in providing the services relies on the protections in clause 7.2 and we accept the benefit of clause 7.2 on their behalf.
- 7.4 **Transfer of information** - We use contractors or suppliers located in Australia and overseas to provide us with services we use in performing services and in our internal functions. Other PwC firms may be involved in our client relationship management and other admin systems and in quality reviews. You consent to information provided to us by you or on your behalf (including personal information and your confidential information) being transferred to those contractors and suppliers and to other PwC firms and our subcontractors, so long as they are bound by confidentiality obligations.

8 *Filing and destruction of documents*

If you leave documents or material with us, we may destroy them after seven years (except to the extent we are required to retain them by law).

9 *Performing services for others*

Provided we do not disclose your confidential information, you agree that we may perform services for your competitors or other parties whose interests may conflict with yours.

10 *Termination*

10.1 **By notice** – Either of us may terminate this agreement by giving the other at least 14 days notice in writing (unless it would be unlawful to do so). This agreement terminates on expiry of that notice.

10.2 **Changes affecting independence** – Changes to the law or other circumstances beyond our reasonable control may mean that providing the services to you results in us ceasing to be independent of an audit client. If that happens, we may terminate this agreement immediately by giving you notice in writing.

10.3 **Fees payable on termination** – You agree to pay us for all services we perform before termination, within 14 days after receipt of our invoice. Where we agree a fixed fee for services, and the services are not completed before termination, you agree to pay us for the services that we have performed on the basis of the time spent at our then current hourly rates, up to the amount of the fixed fee.

10.4 **Clauses applying after termination** – The following clauses continue to apply after termination of this agreement: 1.3, 1.4, 1.5, 2.3, 3, 4, 5, 6.2, 7, 8, 9, 10.3, 10.4, 11, 12, 13, 14, 15, 16 and 17.

11 *Relationship*

We are your independent contractor. You agree that we are not in a partnership, joint venture, fiduciary, employment, agency or other relationship with you. Neither of us has power to bind the other.

12 *Corporations Act and SEC prohibitions*

Nothing in this agreement applies to the extent that it is prohibited by the Corporations Act 2001 (Cth) or the rules of the US Securities and Exchange Commission.

13 *Force majeure*

Neither of us is liable to the other for delay or failure to fulfil obligations (other than an obligation to pay) to the extent that the delay or failure arises due to an unforeseen event beyond their reasonable control which is not otherwise dealt with in this agreement. Each of us agrees to use reasonable endeavours to remove or overcome the effects of the relevant event without delay.

14 *Assignment*

Neither of us may assign or deal with our rights under this agreement without the other's prior written consent.

15 *Applicable law*

Unless our engagement letter states otherwise, the law applying to this agreement is the law of New South Wales. Both of us submit to the exclusive jurisdiction of the courts of that state and waive any right either of us may have to claim that those courts do not have jurisdiction or are an inconvenient forum.

16 *Definitions*

In this agreement the following words and expressions have the meanings given to them below

- 16.1 **affiliate** – an entity which, directly or indirectly, controls or is controlled by or under common control with you
- 16.2 **PwC firm** – an entity or partnership which carries on business under a name which includes all or part of the name 'PricewaterhouseCoopers', or is otherwise within or a correspondent firm of the global network of PricewaterhouseCoopers firms, each of which is a separate and independent legal entity
- 16.3 **this agreement** – these terms of business and the engagement letter to which they are attached
- 16.4 **you** – client identified in our engagement letter
- 16.5 **we** – the Australian firm of PricewaterhouseCoopers, a partnership formed in Australia.

17 *Confidentiality for certain tax services*

- 17.1 **When clauses 17.2 and 17.3 apply** – Clauses 17.2 and 17.3 apply only if the services are tax services regarding a transaction and either:
- you are an SEC registrant (or an affiliate of and SEC registrant) which is audited by a PwC firm or
 - our tax services could give rise to a tax benefit within the meaning of US Income Tax Regulation 1.6011-4 or a similar provision enacted by a US state.
- 17.2 **Permitted disclosure** – You may disclose to any person any information and materials we give you regarding the tax treatment and structure of the transaction (PwC materials).
- 17.3 **Consequences of disclosure** – If you make disclosure under clause 17.2, you agree to:
- tell us the name and address of the person to whom you disclose PwC materials and the PwC materials you disclose
 - tell the person to whom you make the disclosure that they may not rely on any PwC materials and that we have no liability or responsibility to them in connection with the PwC materials
 - use your best efforts to obtain the person's agreement to release and indemnify all PwC firms from and against all liabilities (including legal costs) arising from or in connection with the disclosure of the PwC materials or the person's reliance on them.