

























Table 1. Model of Care Principles and Delineation for Persons with a Suspect or Confirmed COVID Status Treated at the COVID-19 Emergency Department

COVID-19 Emergency Department		COVID Status	
		Suspect	Confirmed
1	Adults who are COVID positive or suspected COVID experiencing moderate or severe symptoms, which may include: <ul style="list-style-type: none"> a. Adults with cough, shortness of breath, sore throat, asthma exacerbation; b. Adults with fever or history of fever; c. Adults with overseas travel in past 14 days, and/or d. Adults who are self-isolating. 		
2	Adults who are either COVID positive or suspected COVID and have a primary presentation that is not COVID-related, for example, fractured wrist or laceration		
3	Adult women who are either COVID positive or suspected COVID in first or second trimester of pregnancy (< 20weeks) with a primary presentation that is not pregnancy related.		
4.	Adults who are COVID positive with transplant, cystic fibrosis, febrile or neutropenic.		

The definition of "adult" patients treated at the Facility are persons aged 16 years and older.

Table 2. Model of Care Principles and Delineation for Persons with a Suspect or Confirmed COVID Status Treated at the COVID-19 Emergency Department

Canberra Hospital Emergency Department		COVID Status		
		Negative	Suspect	Confirmed
1	All patients with major trauma regardless of COVID status.			
2	All pediatric and adolescent patients under the age of 16 years regardless of COVID status.			
3	All patients with complex Mental Health issues regardless of COVID status.			
4	All patients suspected for clot retrieval or thrombolysis regardless of COVID status.			
5	Women who have a pregnancy related issue regardless of COVID status.			
6	COVID negative patients with transplant, cystic fibrosis, febrile or neutropenic.			

3.1 Operating Hours

The Facility will operate 24 hours a day, 7 days a week. The Facility will be in operation for period of time in which the Territory is declared to be in a state of "health emergency".

3.2 Patient Self-Presentations

Patients who self-present at the Facility will first be required to participate in a screening process to ensure they fit the patient delineation criteria for treatment at the Facility. For the convenience of patients, it is envisaged that the screening process will be provided as a drive through service.

Patients who meet the delineation criteria will be directed to enter the Facility **either** through the "COVID Suspected" entrance or the "COVID Confirmed" entrance.

Dedicated patient parking is available in close proximity on-grade to the Facility.

3.3 Ambulance Presentations

ACT Ambulance Service will appropriately triage patients according to the delineation criteria and will determine the suitable Emergency Department for the patients' condition which will either be:

- Calvary Public Hospital Emergency Department;
- Canberra Hospital Emergency Department; or
- COVID-19 Emergency Department.

Ambulance parking and separate access points into the COVID-19 Emergency Department is provided for "COVID Suspected" or the "COVID Confirmed" patients.

3.4 Resus

Six Resus Bays are provided with separation of Suspect COVID and Confirmed COVID Patients. The Resus Bays are also Treatment Rooms.

3.5 Outpatient and Emergency Admission Units

The Facility will treat emergency presentations as either an outpatients or emergency admission into one of the Unit "pods". The maximum length of stay as an emergency admission will be for a period of up to 2 days.

Patients who required admission beyond this threshold will be subject to a patient transfer into Canberra Hospital.

3.6 Patient Carer and Visitation Restrictions

Visitors and carers will not be allowed to enter facility beyond the Triage Area. This is important advice which has been adopted from the World Health Organisation to conserve PPE and minimise potential COVID community transfer.

3.7 Palliative Care

Patients who are at end of life and require short-term palliation will have the ability to be supported by a carer. The Palliative Care room can be separately accessed by an external entry point, carers will be required to don PPE for the duration of their visitation.

3.8 Patient Referral and Transfer to The Canberra Hospital

It is anticipated that some patients may be subject to referral for treatment from the Facility to the Canberra Hospital, these circumstances are predicted to be:

- The patient condition is deteriorating and an Intensive Care Unit (ICU) admission is required;
- The patient length of stay is anticipated to extend beyond 2 days and an admission to a COVID ward is required;
- The patient requires medical imaging services of either an CT scan or MRI; and/or
- The patient requires surgery.

4.0 Description of Service

The following description of service describes the commercial scope of the outsourced contract arrangement with Aspen Medical for the operation of the Facility.

4.1 Facility Design, Construction and Fitout

Aspen Medical are responsible for managing the delivery of an infrastructure solution, inclusive of the architectural and services engineering design solution, construction of a modular building; procurement and installation the fitout and commissioning.

It is important to note, that due to the accelerated design and construction methodology approach, the normal CHS discipline for capital works projects has not been mandated to Aspen Medical, including:

- Facilities Management Specifications;
- DSD/SSICT Business Requirement Specifications;
- Furniture, Fitout and Equipment approvals; and
- Infection, Prevention and Control; Security; Risk and Safety, Health Technology Management and Workplace Safety inputs and approvals.

The commissioning process of the Facility will be supported by the engagement of an Independent Commissioning Agent, providing assurance to the Territory on compliance with relevant building codes and standards are satisfied prior to CHS's acceptance of the construction completion milestone.

4.1.1 Design

Aspen Medical are responsible for developing the design solution for the Facility, which is required to be endorsed by CHS.

CHS informed the design process through several workshops with the World Health Organisation (WHO) experts, lead by:

1. Dr. Luca Fontana
Environmental Toxicologist – Epidemiologist
Highly infectious pathogens WASH and IPC Specialist
World Health Organization – Emergency Program
2. Dr. Ian Norton
Managing Director
Respond Global

Respond Global is an organisation based in Queensland who specialise in providing support to improve emergency health preparedness and response capacity. Respond Global was referred to CHS by the WHO as experts in quarantine and contamination controls.

The WHO provided a concept design plan to CHS on the 1 April 2020 which has been adopted as the base layout plan for the architectural, patient flow, PPE procedures and mechanical design.

4.1.2 Fitout

Aspen Medical are responsible for the procurement and installation of the full-scope of the fitout including:

- Medical equipment;
- Furniture, fittings and equipment;
- 2 x portable ultrasound and 2 x portable x-ray machines
- 50 x ventilators. Noting that 6 units will be dedicated to the Resus Bays in the Facility, the balance of the 44 units will be allocated by CHS across the system.

The fitout scope also extends to all material, supplies and consumables required to operate the facility, including:

- Emergency Department imprest supplies;
- Emergency Department pharmacy and medicines;
- RAPID COVID tests (subject to availability)
- All consumables; and
- Personal Protective Equipment (PPE) to operate the external screening service, "suspected" and "confirmed" COVID patient case load across the 51-bed unit.

CHS will assume asset ownership of the Facility, FF&E, equipment, consumables, PPE and pharmacy stock at the conclusion of the Aspen Medical contract. The road retrieval vehicle is excluded from this contract scope and will be retained by Aspen Medical.

4.2 Workforce

Aspen Medical are responsible for the recruitment of the full workforce profile required to safely operate the Facility on a 24/7 basis, including:

- Medical;
- Nursing;
- Wardspersons;
- Clinical Administration;
- Patient screening service;
- Road retrieval service;
- Internal physical security personnel;
- Cleaners (WHO recommends 1 cleaner per corridor per shift);
- Facility management; and
- Material and patient distribution.

Aspen Medical may be required to scale the workforce profile to a commissioning sequence of beds. For example, the Facility may open 2 pods as a first stage. Based on the assessment of case load demand, the number of beds to open in subsequent stages will be determined.

CHS will need to negotiate a notice period and lead time for increasing the workforce roster, prior to the mobilisation of a staged opening of beds.

4.3 Patient Screening

Aspen Medical will provide an external patient screening process to those patients who self-present to the Emergency Department. The questionnaire criteria is pending development and endorsement by CHS.

The objective of this screening process is to:

- Confirm that only patients with moderate or severe COVID symptoms are attending the Emergency Department;
- To confirm the patients COVID status as either "Confirmed" or "Suspected" and provide direction as to which Facility entry point to use;
- To redirect any patients who do not fit the COVID-19 Emergency Department Model of Care Principles to an alternate point of care:
 - Walk-in-Centre;
 - General Practitioner;
 - Respiratory Clinic; or
 - CHS Emergency Department.

The patient screening service will operate on a 24/7 basis.

4.4 COVID Testing

Aspen Medical will undertake COVID testing on all "suspected" patients who attend facility. It has been assumed that the RAPID COVID tests (subject to availability).

The processes of a confirmed result being determined and the subsequent responsibility for notifications and contact tracing, has not yet been negotiated and resolved with Aspen Medical.

Aspen Medical staff will be subject to a temperature test readings at the beginning and end of each rostered shift.

4.5 Pathology

Aspen Medical will have limited pathology capability at the Facility, two methods are currently proposed:

- i-stat testing; and /or
- Blood and gas analyser.

Aspen Medical are responsible for the provision of the consumables for both methods and will be required to adhere to the CHS policy for pathology specimen storage, labelling and e-orders to CHS Pathology.

All blood, fluid and swab specimens will be transported by courier to the CHS Pathology laboratory for analysis and electronic results will be made available to Aspen Medical staff at the facility.

4.6 Patient Transfer Road Retrieval Service

Aspen Medical are responsible for all patient transfers from the Facility to the Canberra Hospital. A dedicated road retrieval service will be provisioned which will include:

- Road retrieval vehicle, fitted out with the associated equipment and medical supplies to execute a safe patient transport; and
- Dedicated team of staff to facilitate the patient transfer.

4.7 Cleaning

Aspen Medical are responsible for providing the cleaning workforce, equipment and products.

4.8 Patient Records

Aspen Medical staff will be required to use the following ACT Health clinical ICT systems for patient records and information recording:

- ACT Gov network;
- CPF – clinical records;
- IDIS – Medical Imaging; and
- CIS – Pathology orders and results.

5.0 Care Setting

5.1 Site Location

The Facility will be constructed at the Garran Oval, adjacent to the Canberra Hospital Campus. The Facility will be in place for the period in which the Territory is declared to be in a state of a "health emergency". At the time which this emergency pandemic status is downgraded or withdrawn, the Facility will be de-constructed all associated infrastructure will be demobilise for the site. The Garran Oval will be fully remediated and reinstated as a reinstated as community recreational grounds.

The location was selected on the basis of:

- a. Proximity to Canberra Hospital and clinical needs;
- b. Space available for the Facility, including potential expansion space, parking and logistics areas;
- c. Ease of access to utility services;
- d. Ongoing operations of the helipad;
- e. Road considerations;
- f. Potential local community sensitivities;
- g. Land ownership and issues; and
- h. Cost.

Transport Canberra and City Services Directorate is the land custodian of Garran Oval and has temporarily granted right of use to Canberra Health Services. The Facility is exempt from a Development Application and approval process for the construction of the Facility.

The Garran Oval will not be available to the community for recreational use for the period of the Facility's operations and demobilisation.

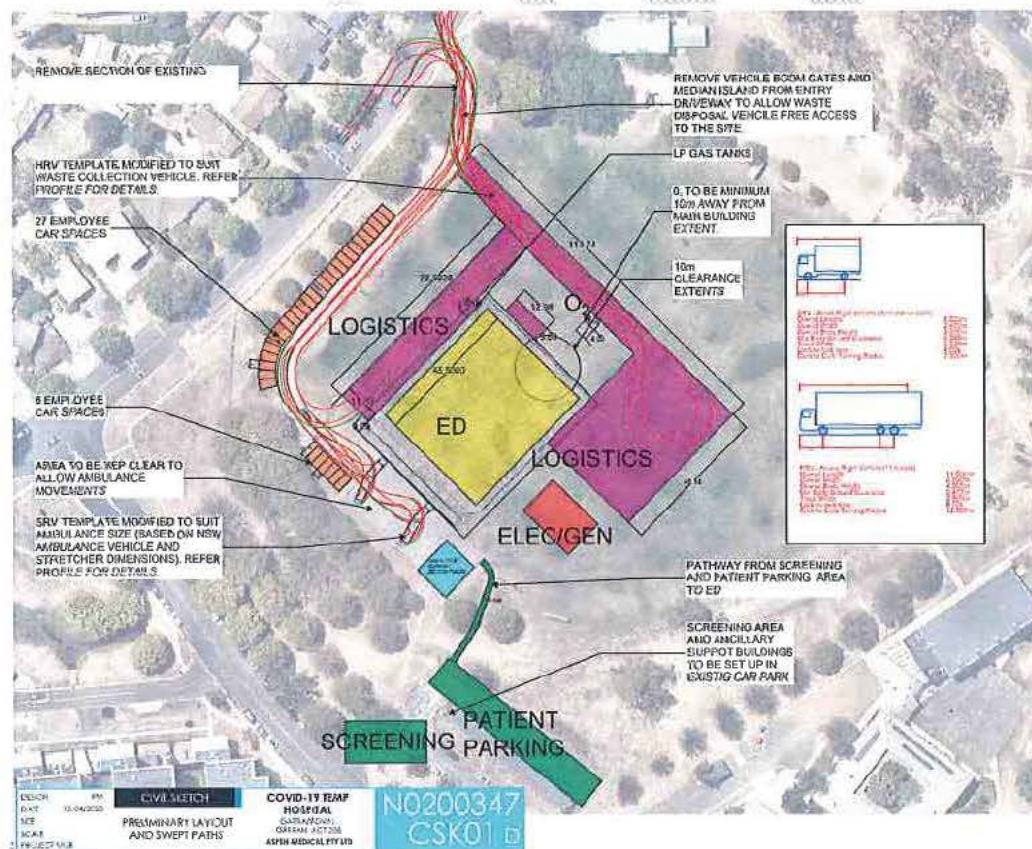
The Facility will be fully self-sufficient with staff and public car parking.

Public access will be off Gilmore Crescent. Ambulance, staff and logistic vehicle access will be separately provisioned from Kitchener Street.

Image 1. COVID-19 Emergency Department External Facility Render



Image 2. COVID-19 Emergency Department Site Plan

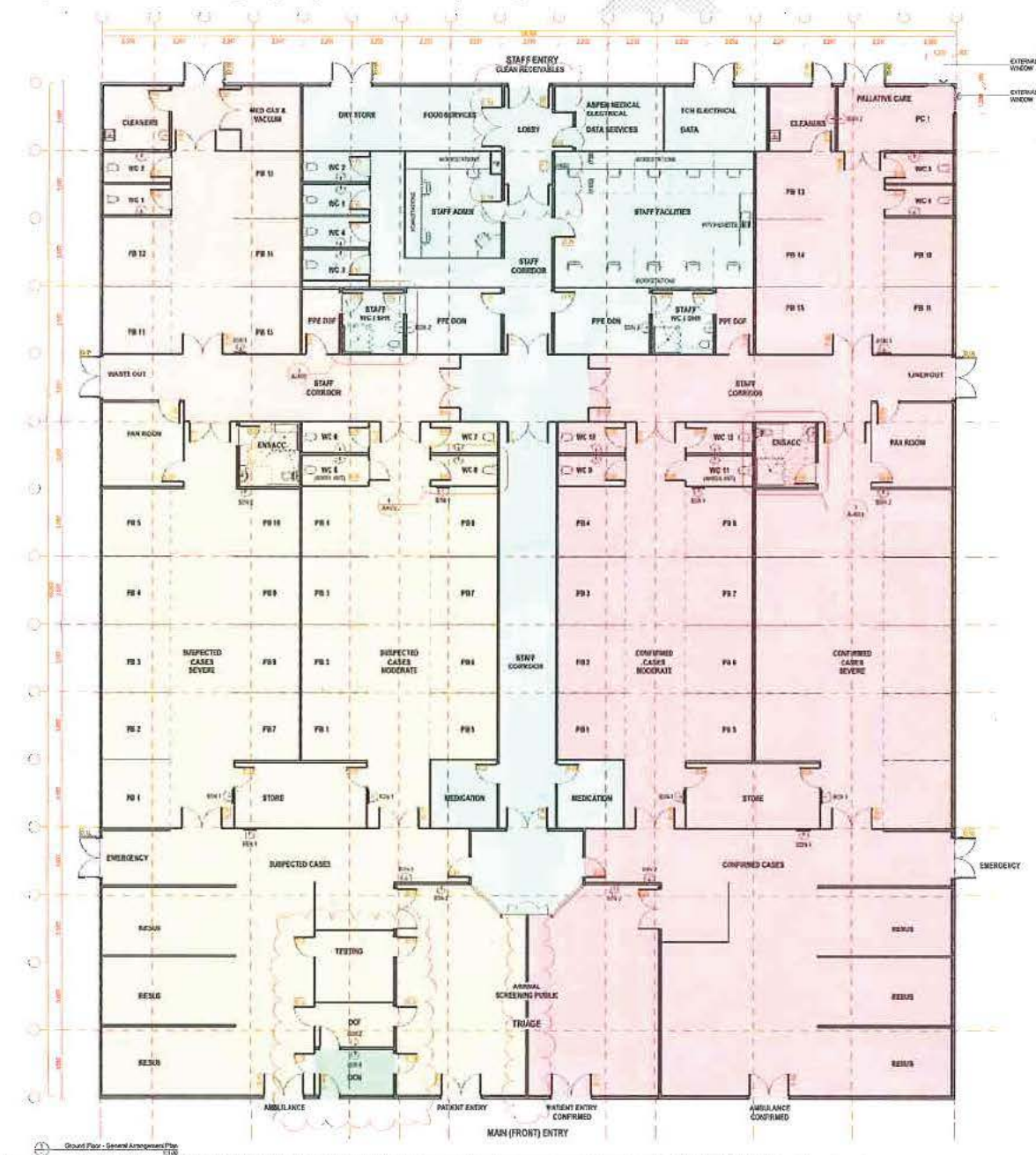


5.2 Facility Layout

It is proposed that the Facility will be fully self-contained including public and staff amenities, with 51 beds including 6 resuscitation bays. The Facility design aims to provide separation in patients (positive COVID-19 from query COVID-19 patients); staff and material distribution flows. Separation of these flows minimises the risk of contamination between patient cohorts and protects the contamination transfer risk to the workforce. The colour coding of the internal zones is an adaptation of the technical drawing provided by the WHO which designated each zone according to its contamination status and infection, prevention and controls procedures.

- Green zone – staff areas;
- Orange zone – “Suspected” patient zone;
- Red zone – “Confirmed” patient areas;

Image 3. COVID-19 Emergency Department Concept Design – Zones



PPE donning and doffing procedures have been a critical planning discipline in determining the facility layout and patient flow.

With the exception of the staff clinical administration areas, the facility has the same identical amenity and functional purpose on both the "suspected" case and "confirmed" case sides.

5.2.1 Triage

The triage area will have limited seating to ensure that patients are assessed and moved through the Facility in an efficient manner. Staff will have visibility of the triage area behind Perspex wall, the patient registration process will be contactless.

Patients will either be moved to a Resus Bay for treatment and/or admitted to either a moderate, severe or acute patient bed.

5.2.2 Testing Room

All patients streamed through the "Suspected" triage area will be COVID tested.

5.2.3 Resus

The Resus Bays are 3 metres wide and 6 metres in depth. The Bays have solid partition wall and curtain fronts and will have a 3 metre line marking on the floor from the patient bedhead, clinicians will be instructed to stand behind this line if an aerosolisation procedure is to be performed on patient to reduce the fluid spray contact- reducing the PPE changeover requirements.

Each Resus Bay has a negative pressure air flow, two suction outlets and one oxygen outlet at the bed head.

5.2.4 PPE Don & Doff Rooms

Dedicated don and doffing rooms are provided on the "suspect" side of triage.

At a minimum, two gloves, two gowns, eye shield and fac mask is required as the standard PPE kit. In between patient contact, if no fluid transfer has occurred, clinicians should remove the top layer glove and gown, perform hand hygiene, don a new top layer of gloves and gown.

If a patient fluid contact has occurred, a full PPE don and doff process is required.

5.2.5 Treatment Bay

The Facility has 44 Treatment Bay, each bay is 3 metres deep and 3 metres wide, separated by perspex partition treated with a privacy film and curtain front. Each bay is a negatively pressured.

Each Bay has one oxygen and one suction outlet at the bedhead. Nurse assist buttons are fitted to the bedhead.

Patient monitoring will be assisted by a live CCTV monitor display to the Staff Station.

Mobile 'cows' will be provisioned by DSD throughout the pods.

5.2.6 Palliative Care Room

A palliative care room is provisioned for a patient who is near end of life and cannot sustain a patient transfer to the Canberra Hospital.

The room is internally accessed through the "confirmed" acute pod and has the ability for carers to discreetly access the room from an external entry point. Carers accessing the room must don full PPE.

5.2.7 Medication Store

Two medication rooms service the moderate, severe and acute pods on the "suspected" and "confirmed" case side. The rooms will have access control and will be fitted with a drug safe.

5.2.8 Store Room

Two "clean" store rooms service the moderate, severe and acute pods on the "suspected" and "confirmed" case side. The rooms will have access control and is intended to store PPE, clean linen, supplies and consumables decanted from the main external clean store facility.

5.2.9 Pan Room

Two pan rooms service the moderate, severe and acute pods on the "suspected" and "confirmed" case side.

5.2.10 Patient Bathrooms

All patient bathroom facilities are shared unisex facilities between the pods. The cleaning regime of the bathrooms is that after each occasion of use, the bathroom will be cleaned and de-contaminated.

5.2.11 Staff Areas

Four workstations are provisioned in the staff station and a further 10 workstations in the staff facilities area will be provided with ACT Gov desktop computers and printer.

The Facility will be 'paperless', any paper materials will be treated as contaminated waste.

Four staff unisex bathrooms are included in the staff area.

5.2.12 Cleaners Room

Two cleaners rooms service the moderate, severe and acute pods on the "suspected" and "confirmed" case side.

5.2.13 Med Gas & Vacuum

The Med Gas and Vacuum Room will have external access and will be secured by swipe card access control. The centralised suction plant equipment, oxygen and medical air tanks will be located in this room.

External access enables servicing and tank changeover to occur without contractors having to enter the Facility, don and doff PPE.

5.2.14 Dry Store & Food Services

The Dry Store Room will have external access and will be secured by swipe card access control.

External access enables CHS patient food service delivery to be unloaded directly into refrigerated storage.

Pathology specimens waiting collection by CHS will also be stored in this room

External access avoids the processes of CHS staff having to don and doff PPE.

5.2.15 Aspen Electrical & Data Services

The Aspen Electrical & Data Services Room will be the dedicated communications and electrical switchboard room for the Facility.

The room will have external access and will be secured by swipe card access control. External access enables servicing to occur without contractors having to enter the Facility, don and doff PPE.

5.2.16 CHS Comms Room

The CHS Comms Room will be the dedicated communications room for the Facility.

The room will have external access and will be secured by swipe card access control. External access enables contractors to services and access the ICT equipment without having to enter the Facility, don and doff PPE.

6.0 Business Rules

6.1 Clinical Governance

Aspen Medical will assume full clinical responsibility of patient assessment, treatment, and either discharge from facility or assisting in arranging a transfer to another CHS network facility.

Aspen Medical will implement a clinical and HR management team will oversee the day to day operations of the facility. This will include a Senior Medical Officer, Nurse Unit Manager and a HR Manager. There will continue to be oversight of the facility by an Operations Manager who will continue to liaise with the facility and representatives of ACT Health

6.2 CHS Clinical Liaison

CHS will provide a Clinical Liaison Officer on each roster to be the primary point of contact and escalation between the Facility and CHS. The Clinical Liaison Officer will facilitate telehealth or skype consultations with CHS staff specialist and patients at the COVID19 Emergency Department to determine if they are to be transported and admission to CHS.

The Clinical Liaison Officer will manage the patient information entry into EDIS and will be responsible for co-ordinating the CHS patient receive team, clinical handover and patient admission to CHS.

7.0 Patient Pathway

- CHS admission, referral, treatment and discharge pathways should be documented.

8.0 Workflow and Work Processes

8.1 Staff Access & Amenities

Staff can access the facility and transition through the green zones areas without PPE. Staff can only access the orange and red zone once they have donned PPE and can only re-enter the green zone once that have safely doffed PPE.

The staffing methodology for the Facility will to develop the clinical roster to assign staff to work either in the orange or red zones.

If a staff movement between the orange and red zone is required, a full PPE changeover is required.

The staff clinical administration areas, bathroom facilities and breakout room are in the green zone. External to the Facility are staff changerooms, showers, locker storage and dining area.

Image 4. COVID-19 Emergency Department Staff Access

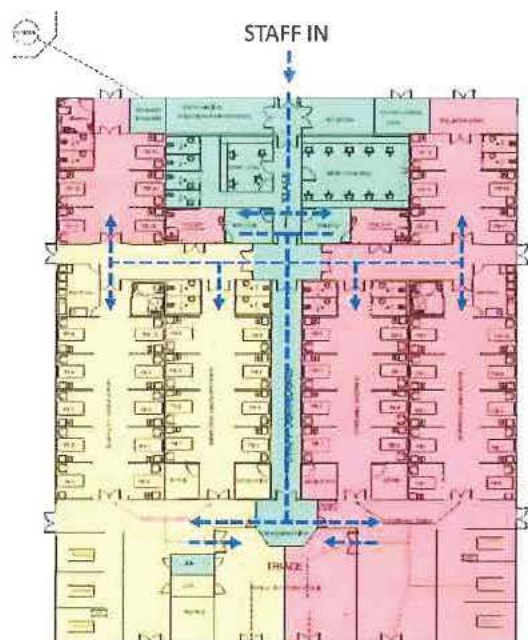


Image 5. COVID-19 Emergency Department Staff Exit Points



Image 6. COVID-19 Emergency Department Ambulance Movements

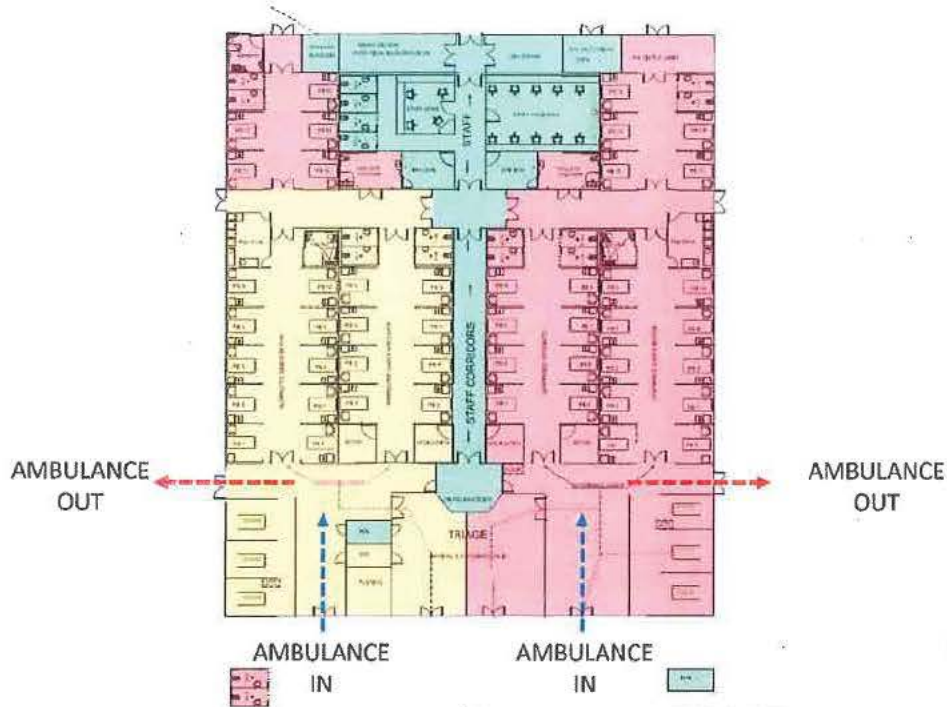


Image 7. COVID-19 Emergency Department Public Access

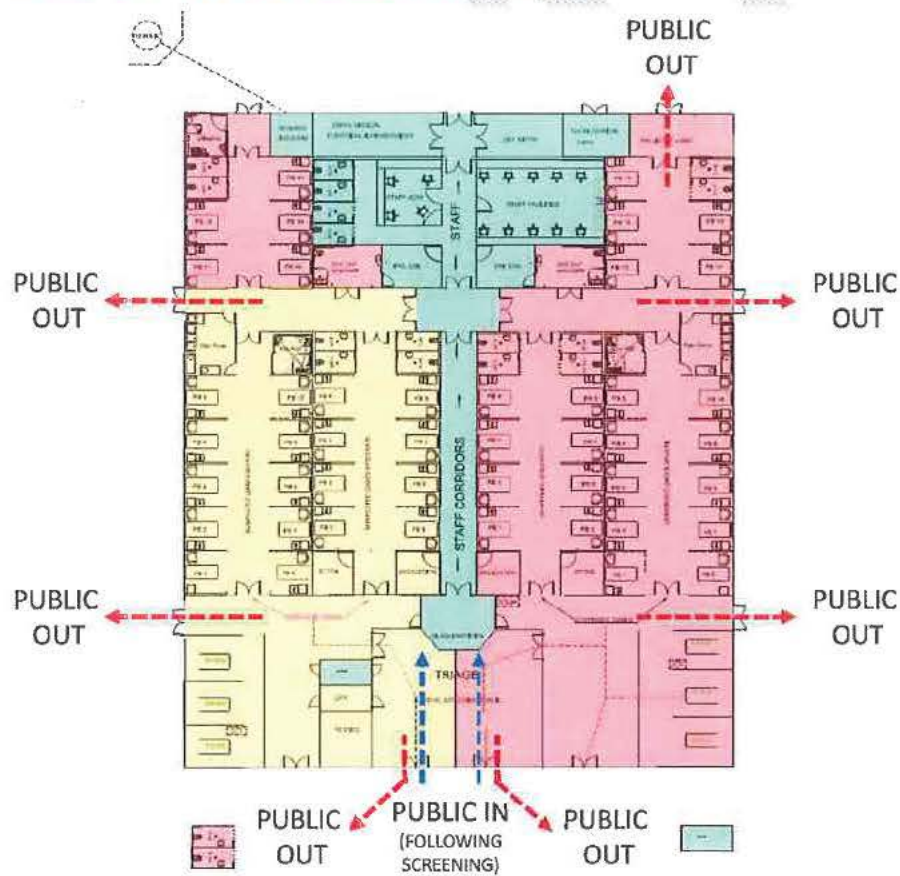


Image 8. COVID-19 Emergency Department PPE Replacement Flow

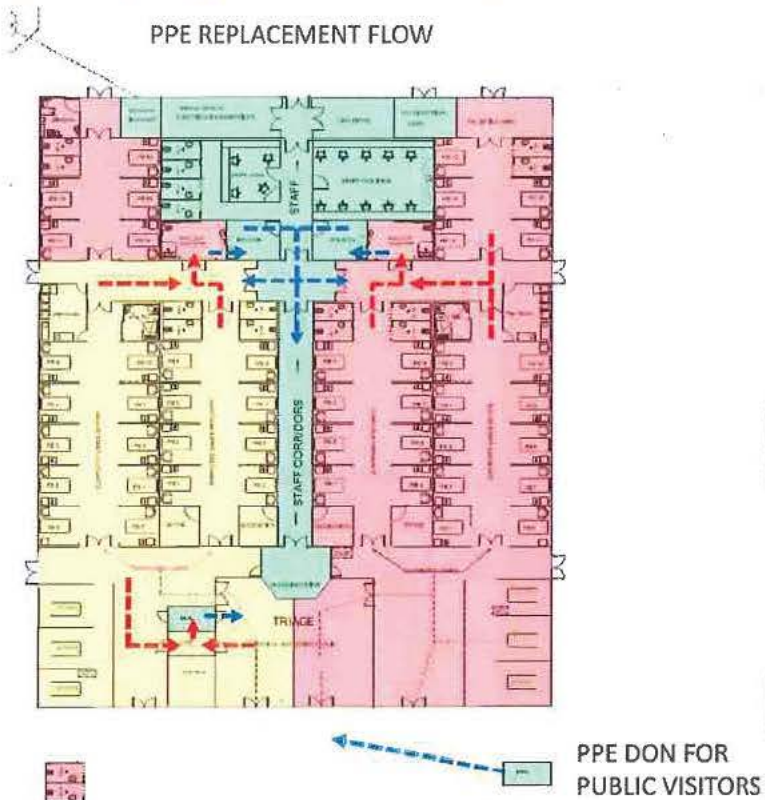


Image 9. COVID-19 Emergency Department Linen & Food Flow

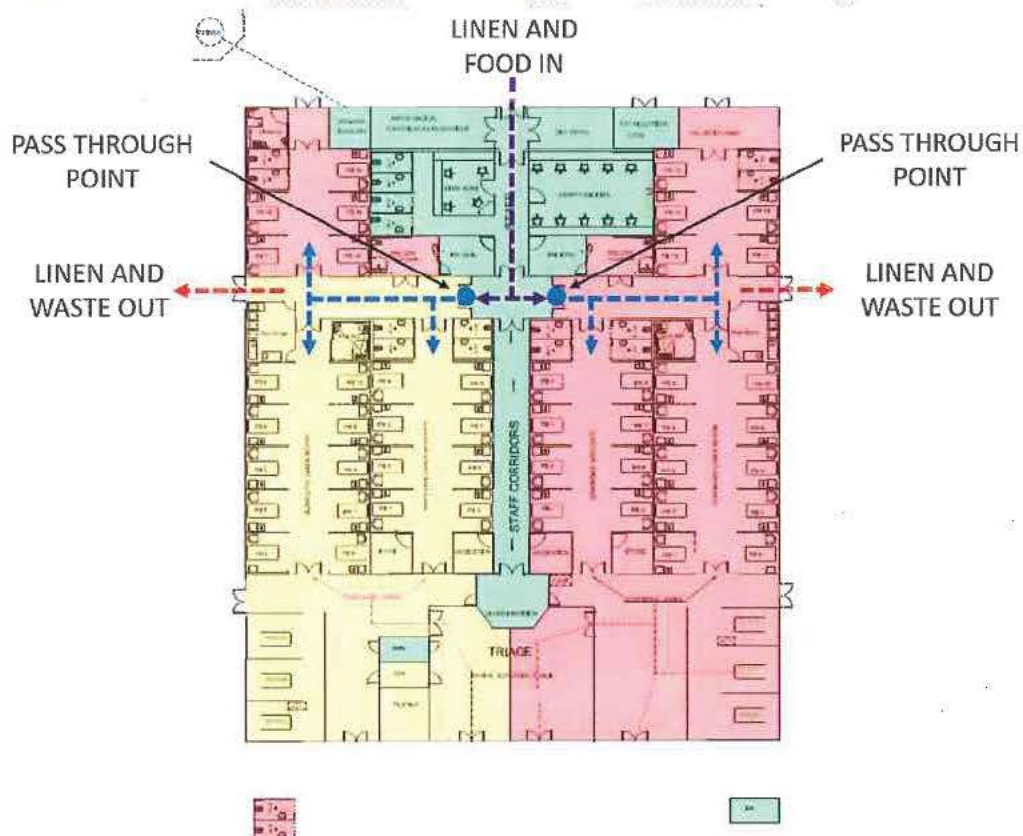
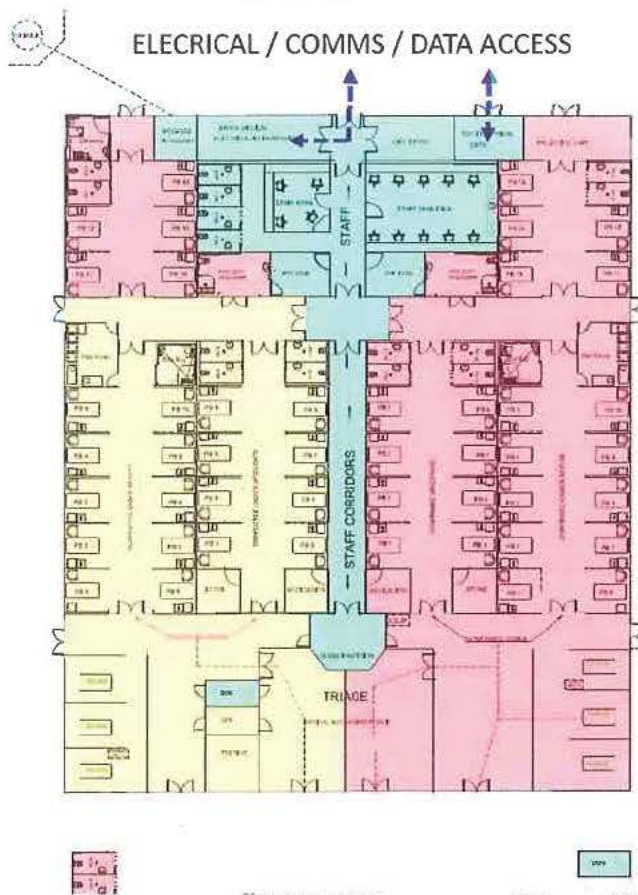


Image 10. COVID-19 Emergency Department DSD Comms & Data Access



9.0 Workforce

Aspen Medical Roster, refer over page to Table 3. The roster provide the numbers of staff per shift, rather than FTE.

The following commentart has been provide by Aspen Medcial I their Rquest For Tedner resisne in relation to the roster:

- Wardsperson staffing not currently included in the roster – it suggested that 2 are included on each shift 24/7 in both the 51 bed and 31 bed model.
- Considerable cleaning requirements need to be taken into account for each discharge will require a terminal clean of each cubicle and associated equipment.
- Radiographer staffing not currently included in the roster – suggest 1 per shift (portable x-ray machines provided by Aspen Medical). Portable ultrasound U will likely be done by FACEM's on shift.
- "Runner" in the nursing workforce – does not need to be an RN. Should be an admin staff member, or AIN, or alternate.
- Some "FACEM" could be substituted by Doctor with advanced airway and resus skills, team leadership skills.

Table 3. COVID-19 Emergency Department Aspen Medical Workforce Roster

		NURSING WORKFORCE				MEDICAL WORKFORCE				ADMIN WORKFORCE				WARDSPERSON WORKFORCE + RADIOGRAPHER			
	100 bed	50 bed capacity Preferred STAFFING	50 bed capacity Min safe STAFFING	30 bed capacity Preferred STAFFING	30 bed capacity Min safe STAFFING	50 bed capacity Preferred STAFFING	50 bed capacity Min safe STAFFING	30 bed capacity Preferred STAFFING	30 bed capacity Min safe STAFFING	50 bed capacity Preferred STAFFING	50 bed capacity Min safe STAFFING	30 bed capacity Preferred STAFFING	30 bed capacity Min safe STAFFING	50 bed capacity Preferred STAFFING	50 bed capacity Min safe STAFFING	30 bed capacity Preferred STAFFING	30 bed capacity Min safe STAFFING
Day Shift	See notes	Resus – 5 Triage – 2 Acute – 15 In-charge – 1 Runner – 2/3 TOTAL: 26	Resus – 3 Triage – 1 Acute – 10 In-charge – 1 Runner – 2 TOTAL: 17	Resus – 3 Triage – 1 Acute – 9 In-charge – 1 Runner – 2 TOTAL: 16	Resus – 2 Triage – 1 Acute – 6 In-charge – 1 Runner – 0 TOTAL: 10	FACEMs – 3 Other – 13 TOTAL: 16	FACEMs – 2 Other – 10 TOTAL: 12	FACEMs – 2 Other – 10 TOTAL: 12	FACEMs – 2 Other – 8 TOTAL: 10	4 TOTAL: 4	3 TOTAL: 3	3 TOTAL: 3	2 TOTAL: 2	Wardpersons – 6 Radiographer – 1 TOTAL: 7	See notes above	See notes above	See notes above
Evening Shift	See notes	Resus – 5 Triage – 2 Acute – 15 In-charge – 1 Runner – 2 TOTAL: 26	Resus – 3 Triage – 1 Acute – 11/12 In-charge – 1 Runner – 2 TOTAL: 19	Resus – 3 Triage – 1 Acute – 9 In-charge – 1 Runner – 2 TOTAL: 16	Resus – 2 Triage – 1 Acute – 6/8 In-charge – 1 Runner – 0 TOTAL: 12	FACEMs – 3 Other – 13 TOTAL: 16	FACEMs – 2 Other – 10 TOTAL: 12	FACEMs – 2 Other – 10 TOTAL: 12	FACEMs – 2 Other – 8 TOTAL: 10	4 TOTAL: 4	3 TOTAL: 3	3 TOTAL: 3	2 TOTAL: 2	Wardpersons – 6 Radiographer – 1 TOTAL: 7	See notes above	See notes above	See notes above
Night Shift	See notes	Resus – 5 Triage – 1 Acute – 11 In-charge – 1 Runner – 1 TOTAL: 19	As per preferred	Resus – 2 Triage – 1 Acute – 5 In-charge – 1 Runner – 0 TOTAL: 9	As per preferred	FACEM – 1 Snr Reg equivalent – 1 Other – 8 TOTAL: 10	FACEM – 1 Snr Reg equivalent – 1 Other – 6 TOTAL: 8	FACEM – 1 Snr Reg equivalent – 1 Other – 4 TOTAL: 6	FACEM – 1 Snr Reg equivalent – 1 Other – 4 TOTAL: 6	2 TOTAL: 2	2 TOTAL: 2	1 TOTAL: 1	1 TOTAL: 1	Wardpersons – 6 Radiographer – 1 TOTAL: 7	See notes above	See notes above	See notes above

10.0 Service Support Elements

The following works and services will be provided by CHS to support the operations of the Facility.

10.1 Site Mobilisation Works

A mobilising works package will be developed that could include site preparation, electrical supply provision, temporary hardstand, lighting, signage, traffic management and other works to make the site ready for the temporary Emergency Department and for other infrastructure require to support the Project.

10.2 Clinical Support Services

10.2.1 Diagnostic Imaging

CHS will provide CT and MRI imaging services. A patient will need to be transferred to CHS for this imaging service.

10.2.2 Pathology

CHS Pathology will provide a T01 courier for each roster to collect pathology specimens every 15 minutes. The courier will collect the specimens from the "dry store".

10.2.3 Mortuary

The CHS mortuary will store deceased patients removed from the Facility.

10.3 Business Support Services

10.3.1 Security

CHS will provide physical security for the site including car parks.

10.4 Essential Equipment & Technology

10.4.1 Equipment

CHS will provision the following equipment to the Facility:

- 2 x Blood gas analysers;
- 14 x ACT Gov desktop computers;
- 16 x VOIP telephones;
- 6 x Mobile handsets;
- 12 x computers on wheels (COWS); and
- 3 x printers.

10.4.2 Technology

CHS will provision the following technology to the Facility:

- Wifi;
- Telemedicine and video conferencing;
- ACT Gov network with access to the following clinical systems -CPF, IDIS and CIS.

10.5 Environmental and Supply Services

10.5.1 Linen

Clean linen supply will be delivered to an external "clean" store facility. Aspen Medical will decant linen stock and will distribute internally throughout the Facility as required.

Aspen Medical is responsible for the collection and storage of soiled linen in the external "dirty" store. CHS will collect soiled linen which will be treated as a contaminated material.

10.5.2 Waste

Aspen Medical is responsible for the collection and storage of all waste in the external "dirty" store. CHS will collect waste which will be treated as a contaminated material.

10.5.3 Food Services

Patient food meals will be delivered to the Dry/Food Services Store. Aspen Medical is responsible for the patient food services and collection. All food serving products will be disposable.

ACKNOWLEDGMENT OF COUNTRY

ACT Health acknowledges the Traditional Custodians of the land, the Ngunnawal people. ACT Health respects their continuing culture and connections to the land and the unique contributions they make to the life of this area. ACT Health also acknowledges and welcomes Aboriginal and Torres Strait Islander peoples who are part of the community we serve.

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Lowes, Shannon (Health)

From: McDonald, Bernadette (Health)
Sent: Monday, 20 April 2020 8:06 PM
To: Patterson, Denise (Health); Pepper, Dave (Health); Shadbolt, Catherine (Health); Gilmore, Lisa (Health)
Cc: Rea, Katrina (Health); Taylor, Jacqui (Health); Brady, Vanessa (Health); Hammat, Janine (Health)
Subject: RE: ASPEN ED options

UNCLASSIFIED

Yes we will be clear re provision of workforce and governance etc

From: Patterson, Denise (Health) <Denise.Patterson@act.gov.au>
Sent: Monday, 20 April 2020 7:58 PM
To: McDonald, Bernadette (Health) <Bernadette.McDonald@act.gov.au>; Pepper, Dave (Health) <Dave.Pepper@act.gov.au>; Shadbolt, Catherine (Health) <Catherine.Shadbolt@act.gov.au>; Gilmore, Lisa (Health) <Lisa.Gilmore@act.gov.au>
Cc: Rea, Katrina (Health) <Katrina.M.Rea@act.gov.au>; Taylor, Jacqui (Health) <Jacqui.H.Taylor@act.gov.au>; Brady, Vanessa (Health) <Vanessa.Brady@act.gov.au>; Hammat, Janine (Health) <Janine.Hammat@act.gov.au>
Subject: Re: ASPEN ED options

Can we be clear with above language that Aspen is responsible for the staffing, the CHECC workforce group is responsible for the required workforce modelling

D

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From: McDonald, Bernadette (Health) <Bernadette.McDonald@act.gov.au>
Sent: Monday, April 20, 2020 7:49:47 PM
To: Pepper, Dave (Health) <Dave.Pepper@act.gov.au>; Shadbolt, Catherine (Health) <Catherine.Shadbolt@act.gov.au>; Gilmore, Lisa (Health) <Lisa.Gilmore@act.gov.au>
Cc: Rea, Katrina (Health) <Katrina.M.Rea@act.gov.au>; Taylor, Jacqui (Health) <Jacqui.H.Taylor@act.gov.au>; Patterson, Denise (Health) <Denise.Patterson@act.gov.au>; Brady, Vanessa (Health) <Vanessa.Brady@act.gov.au>
Subject: Re: ASPEN ED options

Dave, I have planned that we discuss and confirm this at Tuesdays Aspen meeting.
 Bernadette

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From: Pepper, Dave (Health) <Dave.Pepper@act.gov.au>
Sent: Monday, April 20, 2020 7:22:18 PM
To: Shadbolt, Catherine (Health) <Catherine.Shadbolt@act.gov.au>; McDonald, Bernadette (Health) <Bernadette.McDonald@act.gov.au>; Gilmore, Lisa (Health) <Lisa.Gilmore@act.gov.au>
Cc: Rea, Katrina (Health) <Katrina.M.Rea@act.gov.au>; Taylor, Jacqui (Health) <Jacqui.H.Taylor@act.gov.au>; Patterson, Denise (Health) <Denise.Patterson@act.gov.au>; Brady, Vanessa (Health) <Vanessa.Brady@act.gov.au>
Subject: RE: ASPEN ED options

UNCLASSIFIED

Ok, thanks Catherine.

This will need to be reflected in the contract, if that's the agreed approach now (Vanessa – for your visibility).

Dave

From: Shadbolt, Catherine (Health) <Catherine.Shadbolt@act.gov.au>
Sent: Monday, 20 April 2020 6:05 PM
To: McDonald, Bernadette (Health) <Bernadette.McDonald@act.gov.au>; Pepper, Dave (Health) <Dave.Pepper@act.gov.au>; Gilmore, Lisa (Health) <Lisa.Gilmore@act.gov.au>
Cc: Rea, Katrina (Health) <Katrina.M.Rea@act.gov.au>; Taylor, Jacqui (Health) <Jacqui.H.Taylor@act.gov.au>; Patterson, Denise (Health) <Denise.Patterson@act.gov.au>
Subject: ASPEN ED options

UNCLASSIFIED

Bernadette, Dave and Lisa,

The plan for the ASPEN ED hospital.

When they open on 18th May

- all screening from the Respiratory Assessment Unit in building 3 will move to ASPEN – this service would be extended from staff only to the community

By the 1st week of June ASPEN would

- move into phase 2 which would be the opening of 10 Acute spaces and 4 short stay beds for patients to remain for 24 hours. The ASPEN ED would be available 24/7.
 - Communications to the community would be for all respiratory and flu like symptoms to present to ASPEN ED.
 - If a patient requires longer care than 24 hours they would be a direct admit to the relevant ward within TCH
 - If a patient presents with a primary presenting complaint that is not COVID, e.g pregnancy complication or acute abdo pains, but they also have COVID like symptoms they would be redirected to the TCH ED
- Phase 3 will be growth to the full capacity including 6 Resus beds, 12 short stay beds and the balance to Acute spaces

Staffing levels for each phase and bed type to be provided by the Workforce team of CHECC.

Catherine

Catherine Shadbolt | Executive Branch Manager, Planning, Analysis and Insights
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Finance & Business Intelligence | Canberra Health Service | ACT Government
 PO Box 11 Woden ACT 2606 | health.act.gov.au
RELIABLE | PROGRESSIVE | RESPECTFUL | KIND

Lowes, Shannon (Health)

From: Maher, Kyra (Health)
Sent: Tuesday, 21 April 2020 9:26 AM
To: Hall, Michael (Health)
Subject: RE: ASPEN - Staffing Model

UNCLASSIFIED

Hi Mike

Do you have the one that ASPEN was sent? Or did it go from Greg?

Can chat at 1000 if you like but I had a similar thought

Cheers

Kyra Maher

Director, Workforce Planning
 People and Culture
 E: kyra.maher@act.gov.au
 ☎ 5124 9553 | 📍 Level 1, Building 23, Canberra Hospital ACT 2606



ACT
Government

**Canberra Health
Services**

From: Hall, Michael (Health) <Michael.Hall@act.gov.au>
Sent: Tuesday, 21 April 2020 9:24 AM
To: Lang, Kellie (Health) <Kellie.Lang@act.gov.au>; Maher, Kyra (Health) <Kyra.Maher@act.gov.au>
Subject: RE: ASPEN - Staffing Model

UNCLASSIFIED

Why are we doing a staffing model for Aspen?

They were already given one for a full ED. They can step down. And they are building Screening Clinics for the whole country.

From: Lang, Kellie (Health) <Kellie.Lang@act.gov.au>
Sent: Tuesday, 21 April 2020 9:06 AM
To: Hall, Michael (Health) <Michael.Hall@act.gov.au>; Maher, Kyra (Health) <Kyra.Maher@act.gov.au>
Subject: ASPEN - Staffing Model

UNCLASSIFIED

Hi Mike and Kyra

We need to draft up quickly a required staffing model for the staged implementation for ASPEN, by 12 today.

Phase 1 – Screening clinic

Phase 2 – 10 Acute and 4 Short Stay

Phase 3 – 6 Resus, 30 Acute, 12 Short Stay

Can you give me an idea of what you need per shift for each of these phases?

Cheers

Kellie

Lowes, Shannon (Health)

From: Gray, Sophie
Sent: Tuesday, 21 April 2020 10:46 AM
To: Brady, Vanessa (Health); Hammat, Janine (Health); Gilmore, Lisa (Health); Stewart, Rebecca; Catanzariti, John; Deasey, Michael; Campbell, Alan
Cc: Krklec, Marina; Pepper, Dave (Health)
Subject: FW: COVID-19 Temporary Emergency Department - Contract [SEC=UNCLASSIFIED, DLM=Sensitive]
Attachments: contract - chs - aspen medical - temporary healthcare facility - master agreement - 170420.docx; contracts - chs - aspen medical - temporary healthcare facility - work order 1 - 170420.docx; work order 1 - Attachment A - Program - 170420.pdf; work order 1 - Attachment B - A-011 EXTERNAL RAMPS PLAN - 170420.pdf; work order 1 - Attachment C - A-100 GROUND FLOOR - GENERAL ARRANGEMENT - 170420.pdf; work order 1 - Attachment D - A-101 GROUND FLOOR PARTITION PLAN - 170420.pdf; work order 1 - Attachment E - The World Health Organisation Reference Design and Reference Technical Specification - 070420.pdf; work order 1 - Attachment F - Preliminary site plan Option 1 Revision 2 - 170420.pdf; work order 1 - Attachment G - COVID19 Temporary hospital Preliminary Sweep Paths - 170420.pdf; ACT temporary healthcare facility_equipment_staffing agreement_V2_with drafting 07.04.2020

UNCLASSIFIED Sensitive

Hi All

For the purposes of our meeting at 11am, please find attached the current proposed draft contract to be established between the Territory and Aspen Medical with a Master Agreement and workorders that will sit under each contract phase to be activated as required. The final head agreement does not include track changes as it was becoming too difficult to manage the document versions.

An earlier version of the contract with ACTGSO advice provided in track changes was circulated to CHS a few days ago as a record of the drafting process. Janine has provided her feedback to that version with concerns highlighted in pink. I have attached this for discussion. Following further discussion yesterday between MPC and CHS, my understanding is that the key issues relate to Workforce:

- What is the Territory's ability to prevent Aspen Medical cannibalising the current CHS workforce.
- What is the Territory's ability to dictate the Aspen Medical workforce capabilities (relevance of experience, level of experience and qualifications)
- What is the Territory's ability to set the upper limit of pay scales for the Aspen Medical workforce to prevent unreasonable competition.
- Are there sufficient provisions in the proposed Master Agreement to protect the Territory's ability to continue to negotiate on these matters while also allowing the works orders for Infrastructure and Equipment procurement to be executed.

Aspen Medical have received the final proposed version as attached and have advised me that we will receive their feedback today.

In the interim, the purpose of our meeting today is to ensure that there is sufficient detail in the Head Agreement as it relates to Phase four Workforce to protect the Territory's interests while allowing the detail of this phase to be negotiated further with Aspen Medical and to allow the earlier phases (Planning, Design, Construction and Equipment) workorders to be executed noting that these activities are now underway.

I will be dialling in to the meeting via WebEx.

Regards
Sophie

Sophie Gray | Project Director
Temporary COVID19 Emergency Department
Major Projects Canberra
Mobile [REDACTED] | sophie.gray@act.gov.au
Callam Offices, Level 3, 50 Easty Street, Phillip ACT
GPO Box 158, Canberra ACT 2601



From: Catanzariti, John <John.Catanzariti@act.gov.au>
Sent: Friday, 17 April 2020 3:58 PM
To: [REDACTED]
Cc: [REDACTED]; Michelle Widmaier [REDACTED]; Brady, Vanessa (Health) <Vanessa.Brady@act.gov.au>; Gray, Sophie <Sophie.Gray@act.gov.au>
Subject: COVID-19 Temporary Emergency Department - Contract [SEC=UNCLASSIFIED, DLM=Sensitive]

Hi Glenn,

Please find attached the complete agreement documentation for the current works. We'd be grateful to finalise and sign this agreement as soon as possible please.

A few notes:

- We apologise the document is not in mark-up. It received several levels of review internally and the mark-ups became a little unwieldy;
- As discussed previously with Duncan Edghill, the document has been structured as a "master" contract with the elements of the work being agreed by separate work orders which incorporate the master terms and conditions. The first proposed work order for design and construction activities is attached, and it is proposed that the already signed equipment order automatically becomes a 'work order' under this master agreement. The staffing and operations work order will be signed in the future once the arrangements for that aspect of the project are agreed between us.

We'd be happy to arrange a discussion to discuss the structure of the contract if needs be.

Regards,

John Catanzariti | Commercial Contracts Advisor
Social Infrastructure Branch | Infrastructure Delivery Partners
Major Projects Canberra | ACT Government
T 02 512 48156 | M [REDACTED] E john.catanzariti@act.gov.au
Level 1 Building 3, The Canberra Hospital, Yamba Drive, Garran, ACT 2605
GPO Box 158, Canberra ACT 2601

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**)

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Details

Parties

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

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.

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.

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.

Ausco Modular means Aspen Medical's proposed subcontractor to design and construct the Facility.

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* 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 20 days

Business 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 AUSCO Modular.
- (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) Neither Party may disclose in any dispute resolution proceedings anything discussed or provided under clause 3.4.

- (c) 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) ACT endorsed Design Documentation;
 - (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) To the extent Aspen Medical is required to construct the Facility and unless otherwise agreed by the Parties in a Work Order, Aspen Medical 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) Where Aspen Medical is not appointed principal contractor it 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, 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 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 must ensure that, to the extent practicable and permitted by law, the ACT receives the benefit of any warranty given by a third party.

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 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.

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 Clinical Staff requirements

As set out in Schedule 4, or otherwise agreed in writing by the Parties.

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.
- (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.

9 Demobilisation

9.1 Demobilisation of the Facility

- (a) Irrespective of whether Aspen Medical is to provide physical Facility demobilisation Services pursuant to a Work Order, 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 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.

- (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.

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 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 but will only release Personal Health Information or Personal Information to the ACT concerning the complainant with that person's consent; 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.

13A Industrial Relations

- (a) Aspen Medical must 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 must also 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.

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.

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.

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.

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 up until 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 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) 14 (Indemnity);
- (e) 15 (Insurance);
- (f) 16 (Dispute Resolution);
- (g) 15.1(b) (payments); and
- (h) 21.7 (Governing law and jurisdiction).

19.4 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.

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.

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.

Signing page

SIGNED, SEALED AND DELIVERED as a deed on the date the last party signs, after the first party has signed.

EXECUTED by **ASPEN MEDICAL PTY LIMITED (ABN 32 105 250 413)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Date

.....
Signature of director/company secretary**delete whichever is not applicable

.....
Name of director/company secretary* (block letters) *delete whichever is not applicable

EXECUTED for and on behalf of the **Australian Capital Territory** by its authorised Representative:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of Authorised Representative:

.....
Name of Authorised Representative (block letters)

.....
Witness address

.....
Position of Authorised Representative

.....
Date

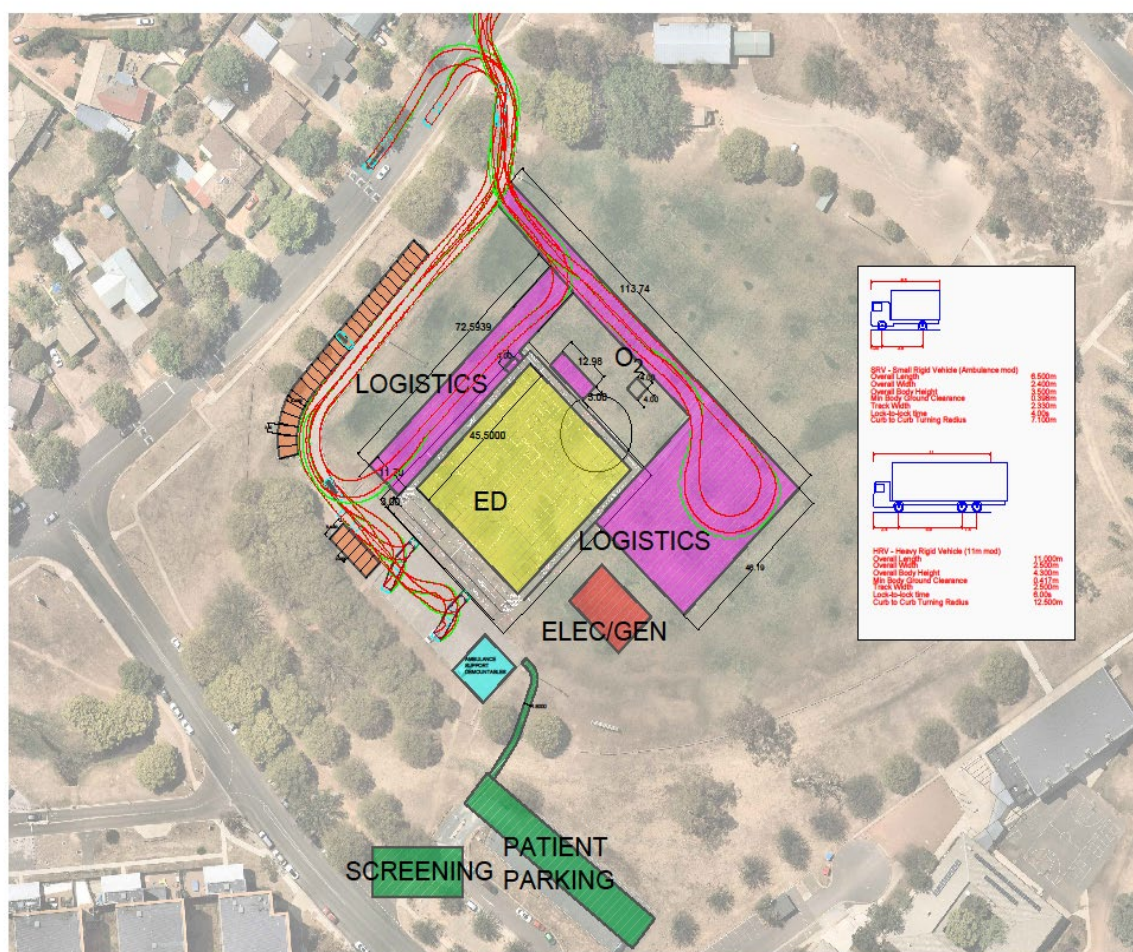
Schedule 1 – Details

Item 1	<p>Aspen Medical Representative:</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>ACT Representative:</p> <p><i>For construction related matters:</i></p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email Address: [REDACTED] @act.gov.au</p> <p><i>and</i></p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email Address: [REDACTED] @act.gov.au</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] @act.gov.au</p> <p>Mailing Address: PO Box 11, Woden ACT 2606</p>

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 [insert date eg: the date this Work Order is signed by both parties], until [insert date, eg 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.	[INSERT full details of Services to be performed]							
		2.	[INSERT details as required.]							
		3.	[INSERT details as required.]							
			[INSERT details as required.]							
3.	Facility Specification (if relevant):									
4.	Fee: <i>See clauses 1.2 and 10 and of the Agreement</i>	<p>[INSERT payment arrangements eg:</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>[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]</td></tr> <tr> <td>2</td><td></td></tr> </table> <p>OR:</p> <p>The Contract Price is payable as a lump sum in arrears. An Invoice may only be rendered following completion of the Services.</p>			No.	When Invoice may be rendered	1	[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]	2	
No.	When Invoice may be rendered									
1	[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]									
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).



Work Order

See clause 2.2 of this Agreement

Reference: Work Order Number 1 – 170420

This is a Work Order to the Master Agreement for the Design, Establishment, Equipping and Staffing of a Temporary Healthcare Facility dated 17 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	14 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 five resuscitation beds and 45 treatment bays, including:</p> <ol style="list-style-type: none"> 1. all necessary associated equipment (to the extent that equipment is not the subject of a separate Work Order); 2. all associated staffing, storage, bathroom, cleaning, palliative care, electrical, IT, changing, linen, screening, medication and other areas; and 3. Patient transfer, staff parking, public parking, logistics, delivery and walkway areas. <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"> • Attachment B - A-011 External Ramps Plan • Attachment C - A-100 Ground Floor – General Arrangement • Attachment D - A-101 Ground Floor Partition Plans • Attachment E - The World Health Organisation Reference Design and Reference Technical Specification • Attachment F - Preliminary site plan Option 1 Revision 2 • Attachment G - COVID19 Temporary hospital – Preliminary Sweep Paths 		

		The Facility is to be designed and constructed in a manner consistent with the Australasian Health Facility Guidelines.				
4.	<p>Fee:</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">1. identify the Services (including materials) to which the payment claim relates;2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and3. be a tax invoice and otherwise in accordance with the requirements of the Agreement.<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">1. identify the Services (including materials) to which the payment claim relates;2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and3. be a tax invoice and otherwise in accordance with the requirements of the Agreement. <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">1. identify the Services (including materials) to which the payment claim relates;2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and3. be a tax invoice and otherwise in accordance with the requirements of the Agreement. <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>Confidential Text and grounds</p> <p><i>See clause 11.3 of the Agreement</i></p>	As specified in clause 11.3 of the Agreement.				
6.	Additional requirements	<p>1. Scoping</p> <p>Aspen Medical must work with ACT to assist ACT in developing all aspects of the scope of the Project.</p> <p>2. Design and engineering</p> <p>a. Aspen Medical must engage Ausco Modular, or a similarly qualified subcontractor, to perform the detailed design and engineering of the Facility.</p> <p>3. Design Review process</p> <p>a. Aspen Medical must procure the preparation of the Design Documentation and submit the Design Documentation to the ACT for review.</p> <p>b. The ACT may request additional information to assist in reviewing the Design Documentation.</p> <p>c. Following the endorsement of the Design Documentation by the ACT, Aspen Medical may proceed with the construction of the Facility.</p> <p>4. Construction - Control of the Facility Site and care of the Facility during construction</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>
--	--	--

Signature:

Aspen Medical Pty Ltd

Name:

Signature:

Date:

Position:

Ph:

Email:

Territory's approving delegate:

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

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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 m².

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.

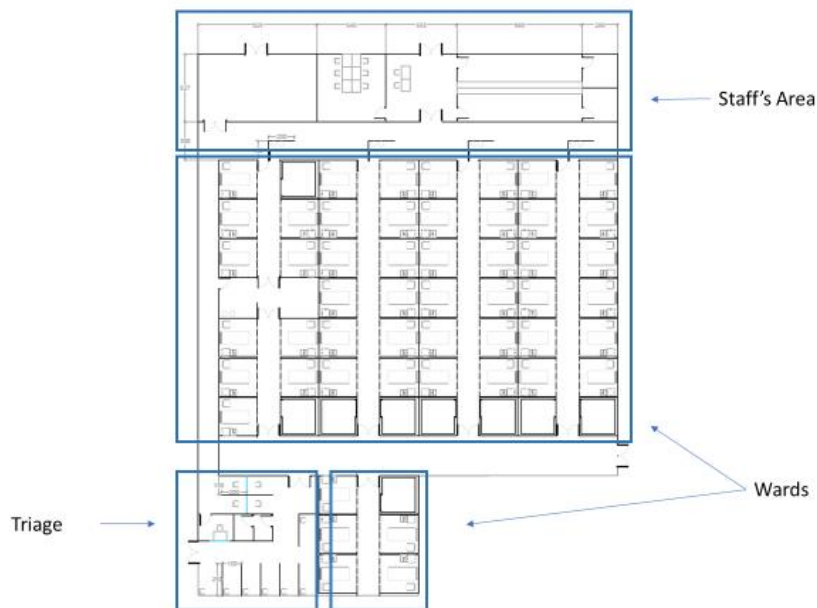
Helpdesk proposal

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.

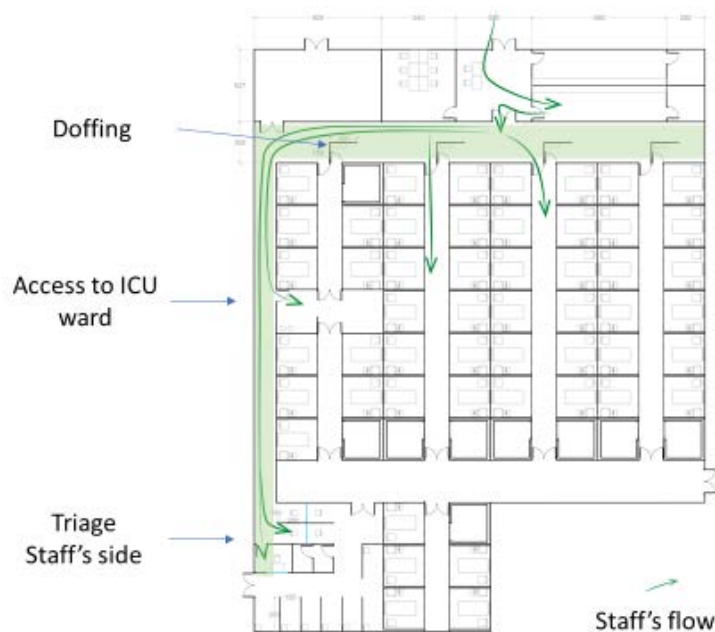
Areas distribution

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



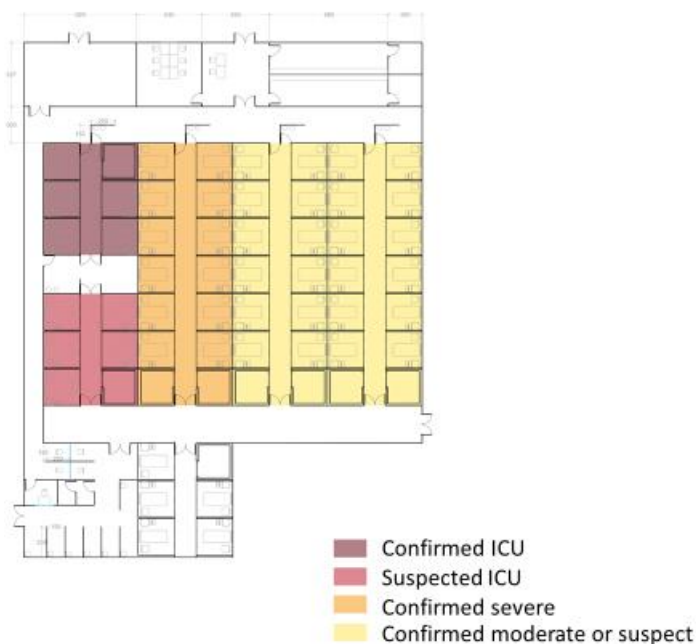
Staff access the center from a single access where temperature screening is done. Male and female changing room are available next to the entrance.

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.

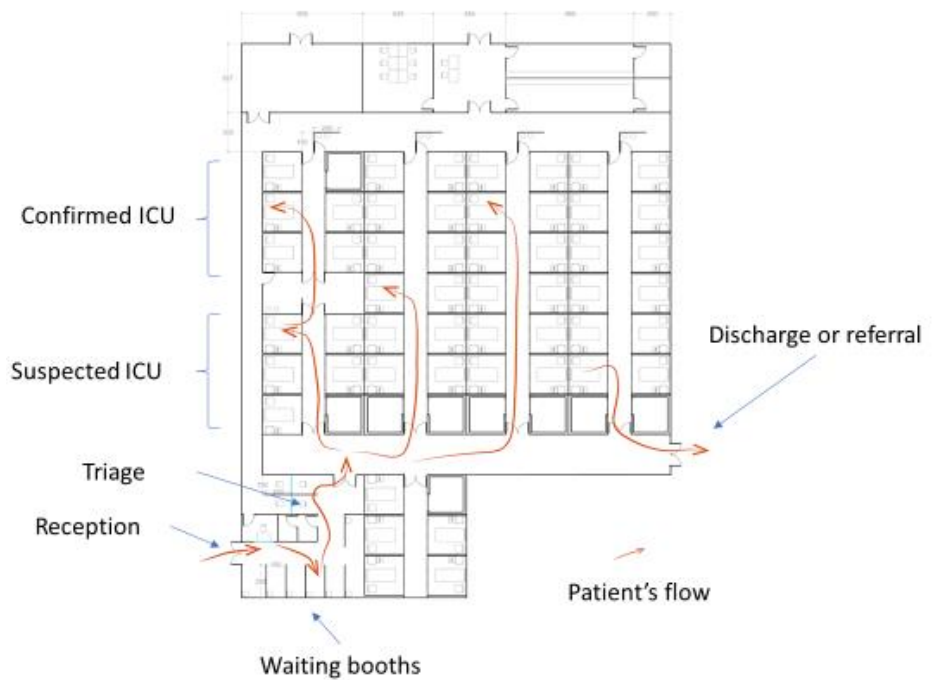
The 5 beds next to the triage can be repurposed according to needs and epidemiological scenario.

Patient's flow

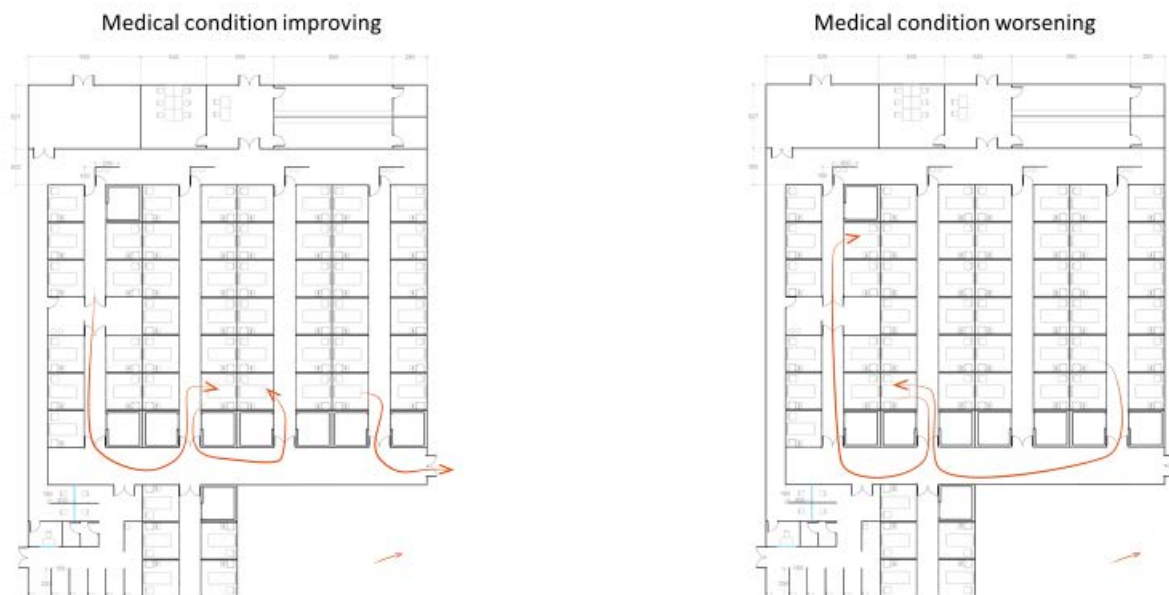
Patient access the center passing through the reception where, after hands hygiene, are directed to a dedicated waiting booth.

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

The first ward is dedicated to intensive cares.



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



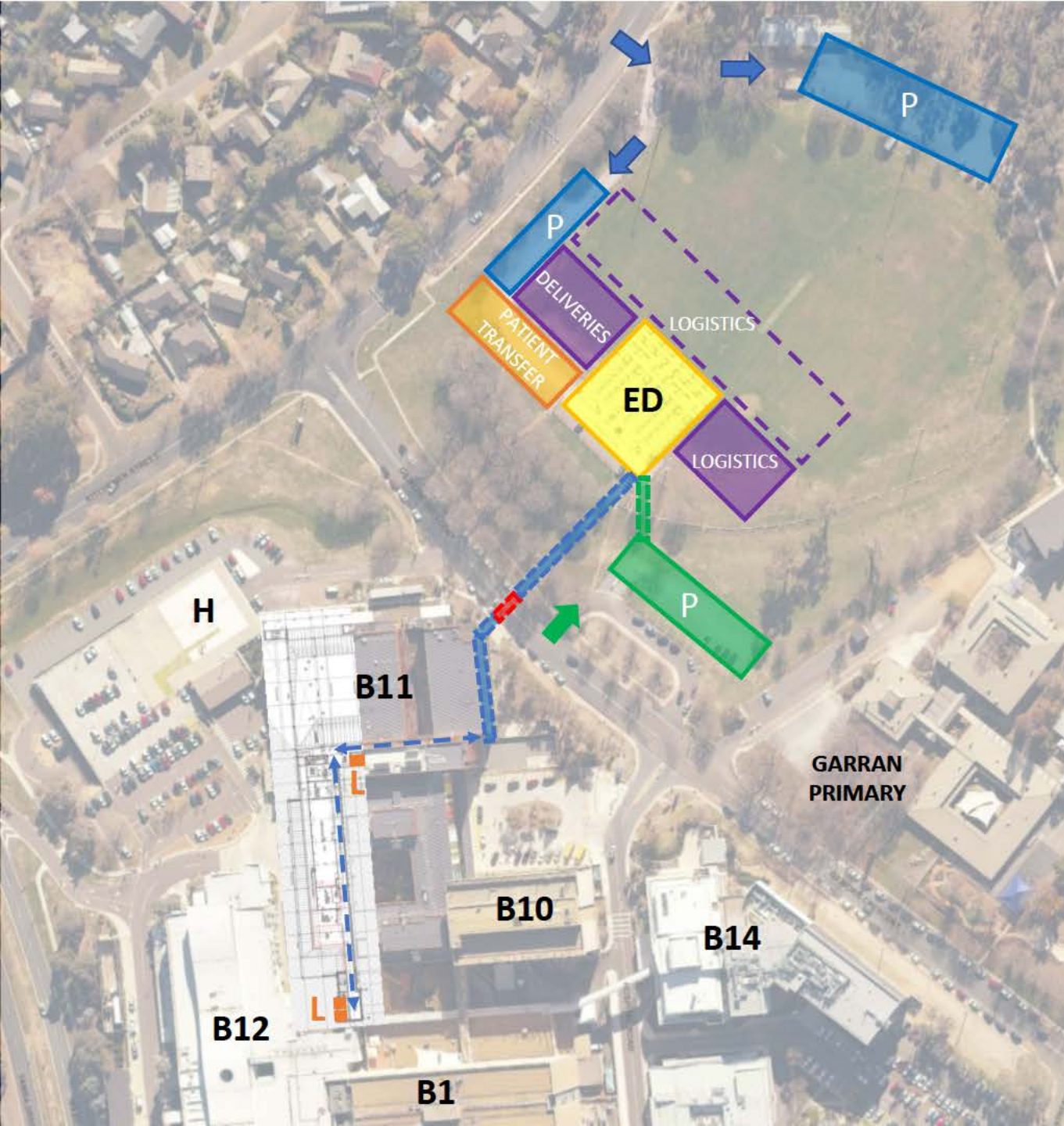
COVID 19 – ED

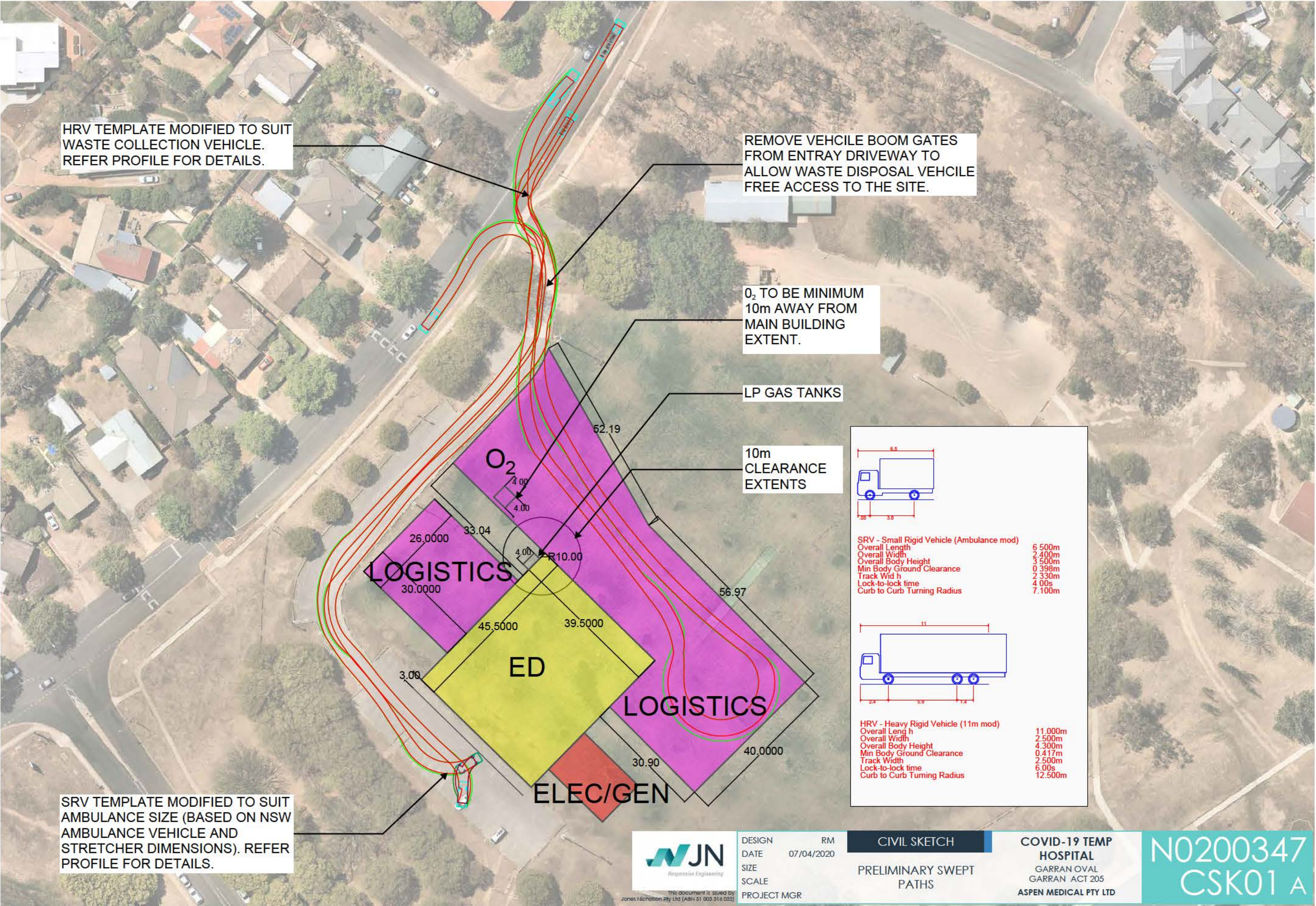
OPTION 1

INDICATIVE LAYOUT FOR DISCUSSION
PURPOSES ONLY

LEGEND

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





Lowes, Shannon (Health)

From: Hammat, Janine (Health)
Sent: Monday, 20 April 2020 2:56 PM
To: Brady, Vanessa (Health); Gilmore, Lisa (Health); Pepper, Dave (Health); Gray, Sophie
Subject: ACT temprary healthcare facility_equipment_staffing agreement_V2_with drafting 07.04.2020
Attachments: ACT temprary healthcare facility_equipment_staffing agreement_V2_with drafting 07.04.2020.docx

UNCLASSIFIED For-Official-Use-Only

Pls see pink highlight – these are the initial areas of concern for me.

Thx

Janine

DRAFT - 7 APRIL 2020

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**)

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Details

Parties

Name	Aspen Medical Pty Limited
ABN	32 105 250 413
Address	c/-Suite 17C, 2 King Street Deakin ACT 2600, Australia
Short Form Name	Aspen Medical

Name	AUSTRALIAN CAPITAL TERRITORY the body politic established by section 7 of the <i>Australian Capital Territory</i> (Self- Government) Act 1988 (Cth)
-------------	---

Short Form Name	ACT
------------------------	------------

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.

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.

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 for Phase 4 and the project management and procurement staff for Phase 1, Phase 2 and Phase 3.

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.

Ausco Modular means Aspen Medical's proposed subcontractor to design and construct the Facility.

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 Schedule 4.

Clinical Staff means the healthcare staff providing the Clinical Services for Phase 4 of the Project.

Commencement Date means the date this Agreement is executed or, if not executed on the same date by the Parties, on the later of the dates of execution.

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.

Date of Practical Completion means [INSERT].

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 Schedule 3.

Equipment Specification means the details of the required Equipment for the Facility as set out in Schedule 3.

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 the Attachment.

Facility Specification means the scope of the Facility set out in Schedule 2.

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

Fee means the amount payable by ACT to Aspen Medical for Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 as set out in Schedule 5, 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, 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).

Mobilisation Payment means [INSERT].

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.

Phase 1 means the consultancy phase to develop the scope of the remaining phases.

Phase 2 means the design and build phase for the Facility.

Phase 3 means the best endeavours procurement of the Equipment for the Facility.

Phase 4 means the provision of the Clinical Services, including best endeavours sourcing of Clinical Staff.

Phase 5 means the demobilisation of the Facility as determined by ACT once the Facility is no longer required.

Phase Work means the scope of work necessary for the performance of any of Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5.

Privacy Act means the *Information Privacy Act 2014*.

Project means all of the activities in the Phases necessary to design, construct, provide Clinical Staff and Clinical Services of and for and (to the extent agreed) 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 perform Phase 1, Phase 2, Phase 3, Phase 4, and Phase 5 as set out in Schedule 4.

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 Phase Work.

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 and Prior Phase Work

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 in writing by additional 2 month increments by providing notice to Aspen Medical no less than 20 days Business 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.

2.2 Priority of documents

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:

- (a) the clauses in the main body of this Agreement;
- (b) the Schedules; and
- (c) the Attachments.

2.3 Prior Works

As and from the Commencement Date, any performance of any of the Phase Works 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.

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, 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:
 - (i) diligently and regularly; and
 - (ii) within the times required by this Agreement;
- (c) comply with all Directions given by ACT in accordance with, or to comply with, this Agreement;
- (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;
- (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 sub-contract the design and construction of the Facility to AUSCO Modular.

- (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:
 - (i) co-operate in all matters relating to the Agreement.
 - (ii) avoid hindering the performance of the other under the Agreement; and
 - (iii) 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) Neither Party may disclose in any dispute resolution proceedings anything discussed or provided under clause 3.4.
- (c) This clause does not change the rights and responsibilities of either Party under the Agreement, unless they agree in writing to change them.

4 Phase 1 obligations

Aspen Medical must work with ACT to scope the Project, including but not limited to the following:

- (a) Project requirements;
- (b) Facility Specification;
- (c) Facility Site requirements and responsibilities during construction
- (d) installation of Facility utilities;
- (e) Equipment Specifications and quantities;
- (f) Clinical Staff requirements and total numbers; and
- (g) Demobilisation of the Facility.

5 Phase 2 obligations - design

5.1 Design and engineering

- (a) Aspen Medical must engage Ausco Modular, or a similarly qualified subcontractor, to perform the detailed design and engineering of the Facility.
- (b) Aspen Medical must ensure that the design and engineering of the Facility, and the Design Documentation:
 - (i) comply with the requirements of the Agreement;
 - (ii) comply with all Laws and Approvals;

- (iii) is in accordance with Good Industry Practice; and
- (iv) are Fit for Purpose.

5.2 Design Review process

- (a) Aspen Medical must procure the preparation of the Design Documentation and submit the Design Documentation to the ACT for review.
- (b) The ACT may request additional information to assist in reviewing the Design Documentation.
- (c) Following the endorsement of the Design Documentation by the ACT, Aspen Medical may proceed with the construction of the Facility.

6 Phase 2 obligations - construction

6.1 Quality and description

- (a) Aspen Medical must procure the construction of the Facility in accordance with:
 - (i) the ACT endorsed Design Documentation;
 - (ii) the Directions of ACT;
 - (iii) Good Industry Practice; and
 - (iv) the Facility Specification.

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

- (a) The Parties agree that [INSERT] 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) Where Aspen Medical is not appointed principal contractor it must:
 - (i) procure the appointment of a principal contractor for the Facility Site in accordance with clause 6.2(a) by arranging for documentation to that effect to be signed by the Parties and the principal contractor;
 - (ii) 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;
 - (iii) 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;
 - (iv) ensure all safety incidents, including near misses, and all visits by ACT WorkSafe, are reported immediately to the ACT;

- (v) 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 Date of Practical Completion for the care of the Facility.

6.3 Protection of people and property

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

7 Phase 3 obligations

7.1 Equipment procurement

- (a) Aspen Medical will use best endeavours to procure the type of Equipment and the quantity of Equipment for the Facility in accordance with the Equipment Specification.
- (b) Aspen Medical must ensure that, to the extent practicable and permitted by law, the ACT receives the benefit of any warranty given by a third party.

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:
 - (i) transfer of the Equipment or Materials into the control or possession of ACT;
 - (ii) installation of the Equipment or Materials at the Facility; and
 - (iii) 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 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.

8 Phase 4 obligations

8.1 Clinical Staff numbers

- (a) Aspen Medical will use best endeavours to provide the level of staffing requested by ACT during Phase 4 by engaging staff directly (whether as employee or contractor).
- (b) Where Aspen Medical is unable to provide the level of staffing requested by the ACT during Phase 4, Aspen Medical may ask the ACT to enter into a secondment agreement with the ACT where ACT staff are seconded to Aspen Medical.

8.2 Clinical Staff standards of performance

Aspen Medical 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.

8.3 Clinical Staff requirements

[INSERT]

8.4 Step in

- (a) If Aspen Medical fails to provide the Clinical Services as required by this Agreement, the ACT and any person authorised by it may:
 - (i) 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;

- (ii) assist Aspen Medical in the conduct of the Facility or any other way; and
- (iii) 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 8.4(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 by Aspen Medical.
- (d) Nothing in this clause limits any of the Territory's rights or remedies for breach of this Agreement by Aspen Medical, or any power ACT may have under the *Public Health Act 1997*.

8.5 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.
- (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.

9 Phase 5 obligations

9.1 Demobilisation of the Facility

- (a) Aspen Medical must, except to the extent otherwise agreed by the Parties in writing:
 - (i) 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;
 - (ii) 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;
 - (iii) 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;
 - (iv) deliver all existing data in relation to Services provided;

- (v) 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 in good condition (normal wear and tear excepted);
 - (vi) engage in 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
 - (vii) vacate the Facility by the date of termination or expiration, leaving the Facility in good and clean condition.
- (b) The Parties may agree in writing additional demobilisation requirements and arrangements, by way of a Variation, including but not limited to arrangements for the sale or other disposal of Equipment or other components of the Facility, or specialised cleaning of the Facility.

10 Payment

10.1 Tax invoices

- (a) In consideration of Aspen Medical delivering the Project in accordance with this Agreement, ACT shall pay Aspen Medical the Fee and the Mobilisation Payment.
- (b) Upon signing of this Agreement, Aspen Medical shall issue a Tax Invoice to ACT for the Mobilisation Payment.
- (c) 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 Schedule 5.
- (d) At the end of the Term, Aspen Medical shall issue a final Tax Invoice to ACT, including any claim not previously made.
- (e) Subject to clause 10.1, ACT must pay each Tax Invoice within 10 Business Days of receipt.
- (f) Each Tax Invoice issued by Aspen Medical must be given in writing to the ACT Representative and include:
 - (i) a description of the costs incurred for the goods and services relevant to the Phases of the Project in the period to which the Tax Invoice relates;
 - (ii) the dates the costs were incurred for the relevant Phases;
 - (iii) the amount Aspen Medical claims is payable to it for the costs incurred for the goods and services relevant to the Phases for the Project for the relevant period under the Tax Invoice.
- (g) If ACT disputes the amount owed to Aspen Medical in any Tax Invoice, ACT must:
 - (i) pay Aspen Medical the amount which is not in dispute by the due date; and
 - (ii) 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 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.

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 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 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”:
- (i) individual components of pricing;
 - (ii) medical services descriptions;
 - (iii) medical services delivery methodologies;
 - (iv) names of medical equipment suppliers;
 - (v) procedures and protocols for the Services;
 - (vi) names of individuals,
- on the grounds that disclosure of the text would:
- (vii) be an unreasonable disclosure of Personal Information about a person; or
 - (viii) be an unreasonable disclosure of information about the business affairs of a person; or
 - (ix) disclose a trade secret, or information having a commercial value that would be, or could reasonable reasonably be expected to be, diminished or destroyed if the information were disclosed.
- (c) Except as provided in this Agreement, 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 must be in writing and:

- (i) be addressed to Aspen Medical's Representative or ACT's Representative (as is appropriate); and
 - (ii) be effected by mail or email.
- (b) A notice or other communication under this Agreement is deemed to be received by the other Party to whom it is addressed as follows:
 - (i) if sent by mail, on the sixth Business Day after the date of its posting; and
 - (ii) 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 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:
 - (i) ensure that all Personal Information and Personal Health Information are dealt with in accordance with the Privacy Act and Health Records Act;
 - (ii) ensure that all Personal Information and Personal Health Information is protected against loss and against unauthorised access, use, modification disclosure or other misuse;
 - (iii) 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;
 - (iv) 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;
 - (v) 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
 - (vi) 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;
 - (vii) 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;
 - (viii) 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

- (ix) 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:
 - (i) containing Personal Health Information of a Patient; and/or
 - (ii) 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:
 - (i) 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
 - (ii) 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:
 - (i) 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;
 - (ii) if Aspen Medical receives a Complaint it must immediately notify the ACT of the nature of the Complaint but will only release Personal Health Information or Personal Information to the ACT concerning the complainant with that person's consent; and
 - (iii) 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.

13A Industrial Relations

- (a) Aspen Medical must 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:
 - (i) "Applicable Subcontractor Work" means works or services that would, if provided to a "Territory Entity", be "Territory Funded Work"; and
 - (ii) "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 must also 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.

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, 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 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:

- (i) personal injury including sickness and death;
- (ii) loss of, or damage to, tangible property;
- (iii) third party claims, including infringement of Intellectual Property Rights;
- (iv) claims, costs, loss or damage caused by wilful or unlawful acts or omissions of Aspen Medical; and
- (v) to the extent of any proceeds of insurance.

15 Insurance

15.1 Insurance policies

- (a) In connection with the performance of this Agreement, 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 throughout the Term. Specifically, Aspen Medical will and will ensure that its subcontractors do hold (where applicable to the subcontractor services):
- (i) Medical Malpractice insurance for an amount not less than \$[INSERT] million for any single occurrence;
 - (ii) all necessary insurances required under all laws pertaining to workers compensation and employers liability;
 - (iii) public and products liability insurance with worldwide coverage, for an amount not less than \$20 million for any single occurrence;
 - (iv) professional indemnity insurance for an amount not less than \$20 Million for any single occurrence; and
 - (v) a policy for the material damage to the Facility and liabilities of the ACT and Aspen Medical to third parties arising from the construction works, with coverage for an amount not less than \$[INSERT].

15.2 Evidence of insurance required

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

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 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 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 Works, Equipment or Clinical 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.

If the quote is accepted by ACT, the Fee will be varied in accordance with the quote.

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, 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:

- (i) there is no resolution of the dispute;

- (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (iii) 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.

19 Termination

19.1 Termination for convenience

Either Party, may at any time, by providing 30 days written notice, terminate this Agreement 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:
 - (i) stop work up until the date of termination as specified in the notice; and

take all steps available to minimise loss resulting from that termination..
- (b) If this Agreement is terminated under clause 19.1 by ACT, ACT is liable for:
 - (i) 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
 - (ii) 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 effective immediately by giving written notice to the other Party if:
 - (i) a Party fails to fulfil, or breaches any of their obligations of this Agreement and fails to remedy the breach within 10 Business Days after receiving notice requiring it to do so; or

- (ii) 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:
 - (i) it fails to comply with a statutory demand within the meaning of Section 459F of the *Corporations Act 2001* (Cth);
 - (ii) it disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;
 - (iii) it ceases to carry on business relevant to the performance of the Services;
 - (iv) it ceases to be able to pay its debts as they become due;
 - (v) 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;
 - (vi) 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
 - (vii) 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 Survival

The following clauses survive the expiry or termination of this Agreement:

- (a) 10 (Fees);
- (b) 11 (Confidential Information);
- (c) 13 (Protection of Personal Information);
- (d) 14 (Indemnity);
- (e) 15 (Insurance);
- (f) 16 (Dispute Resolution);
- (g) 15.1(b) (payments); and
- (h) 21.7 (Governing law and jurisdiction).

19.4 Termination does not affect accrued rights

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

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.

21 Miscellaneous

21.1 Variation

This Agreement 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.

21.3 No merger

The rights and obligations of the Parties under this Agreement 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 the Agreement that is illegal or unenforceable may be severed from this Agreement or the Agreement and the remaining terms or parts of the term of this Agreement or the Agreement 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 without the prior written consent of the other Party.

21.7 Governing law and jurisdiction

This Agreement 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 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.

21.11 Announcements

Either Party must, before making a public announcement in connection with this Agreement, 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, completion of key milestones, or in relation to data and statistics associated with the Services.

Signing page

EXECUTED by **ASPEN MEDICAL PTY LIMITED (ABN 32 105 250 413)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:

.....
Signature of director

.....
Name of director (block letters)

.....
Signature of director/company secretary**delete whichever is not applicable

.....
Name of director/company secretary* (block letters) *delete whichever is not applicable

EXECUTED for and on behalf of the **Australian Capital Territory** by its authorised Representative:

.....
Signature of witness

.....
Name of witness (block letters)

.....
Signature of Authorised Representative:

.....
Name of Authorised Representative (block letters)

.....
Witness address

.....
Position of Authorised Representative

Schedule 1 – Details

Item 1	<p>Aspen Medical Representative</p> <p>Name: [INSERT]</p> <p>Phone: [REDACTED]</p> <p>Email address: [INSERT]</p> <p>Mailing address: 17C, 2 King Street, Deakin, ACT. 2600, Australia</p>
Item 2	<p>ACT Representative:</p> <p><i>For construction related matters:</i></p> <p>Name: [INSERT]</p> <p>Phone: [INSERT]</p> <p>Email Address: [INSERT]</p> <p>Mailing Address: [INSERT]</p> <p><i>For [eg Clinical operations]</i></p> <p>Name: [INSERT]</p> <p>Phone: [INSERT]</p> <p>Email Address: [INSERT]</p> <p>Mailing Address: [INSERT]</p>

Schedule 2 – Facility Specifications

Phase 1: Consultancy:

[INSERT]

Phase 2: Design and Construction of the Works:

[INSERT]

Phase 3: Equipment:

[INSERT]

Phase 4: Staffing:

[INSERT]

Schedule 3 – Equipment Specifications

[INSERT]

Schedule 4 – Services

Phase 1: Consultancy Phase - scoping of the remaining phases: [INSERT]

Phase 2: Design and Construction Services: [INSERT]

Phase 3: Equipment procurement Services: [INSERT]

Phase 4: Clinical Services: [INSERT]

Phase 5: Demobilisation of Facility: [INSERT]

Schedule 5 – Fee

Phase 1 Fee: Consultancy – scoping of remaining Phases:

This Fee component is payable as a lump sum in the following instalments:

No.	\$amount	When payable
1		On completion of [x]
2		On completion of [x]

Phase 2 Fee: Design and Construction of the Facility:

This Fee component is payable as a lump sum in the following instalments:

No.	\$amount	When payable
1		On completion of [x] milestone
2		On completion of [x] milestone

Phase 3 Fee: Equipment:

This Fee component is to be calculated on an open book reimbursable basis [to which a profit margin of no more than **insert eg 10% may be applies**] as follows:

- (a) to the extent the Equipment includes items identified in an agreed schedule of rates, the amount ascertained by multiplying the quantity of each item of Equipment by the corresponding rate for that item; or
- (b) to the extent the Equipment is not identified in an agreed schedule of rates:
 - (i) where a quote was agreed by the ACT prior to purchase of the Equipment, the amount set out in the quote; or
 - (ii) where no quote was agreed, the actual direct cost of all invoices payable by Aspen Medical for the Equipment (but not including labour for installation which is covered by lump sum Phase 2 Fee);
- (c) The ACT is not liable to pay, and Aspen Medical must not include in any Tax Invoice any amounts:
 - (i) incurred and payable by the for correcting defects;
 - (ii) paid or payable by the by reason of any breach of contract or other wrongful act or omission of the Aspen Medical (including damages);

- (iii) otherwise which are not properly incurred in respect of the execution of the Services or which the Agreement provides are to be borne by Aspen Medical or to be a debt due from Aspen Medical the ACT;
- (iv) which exceed the actual amount of the relevant claim (for example, Aspen Medical must pass on any trade or cash discounts offered by subcontractors and suppliers); or
- (v) deducted from payments to subcontractors as retention monies, unless the retention monies have become due and payable to the relevant subcontractor.

Phase 4 Fee: Clinical Services:

[INSERT]

Phase 5 Fee: Demobilisation of Facility:

[INSERT]

ATTACHMENT – Facility Site

Lowes, Shannon (Health)

From: Jean, David (Health)
Sent: Wednesday, 22 April 2020 12:59 PM
To: McPherson, Alex (Health); Pepper, Dave (Health); Rea, Katrina (Health)
Subject: RE: Brief on Aspen as it stands

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Thanks Alex,

Dave I'll aim to have talking points and q&a for your approval at the same time as the brief. Once approved we can use that content for internal comms, media release etc.

Thanks,

David Jean

Senior Director, Strategy and Communications
Communications and Engagement

Canberra Health Services | ACT Government
 P. (02) 512 46115 | M. [REDACTED] | E. David.Jean@act.gov.au
 Canberra Health Services media on-call phone: 0466 948 935

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**Canberra Health
 Services**

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

From: McPherson, Alex (Health) <Alex.McPherson@act.gov.au>
Sent: Wednesday, 22 April 2020 11:28 AM
To: Pepper, Dave (Health) <Dave.Pepper@act.gov.au>; Rea, Katrina (Health) <Katrina.M.Rea@act.gov.au>; Jean, David (Health) <David.Jean@act.gov.au>
Subject: Brief on Aspen as it stands

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Hi all

Dave P – It's a bit of a "long" rather than a "brief". I've put more info in there, rather than less, as I'm not 100% clear on what we're wanting to brief up at this point. Not at all previous about any of it being cut.

Kat – you're a legend. Thanks for getting that info through.

Dave J – Does this align with your comms thinking?

All – anything I'm missing?

Cheers
 Alex

Alex McPherson | Executive Officer to

Deputy Chief Executive Officer, Dave Pepper

Phone: 02 5124 2728 | Email: alex.mcperson@act.gov.au

Canberra Health Services | ACT Government

Building 24, Level 2, Canberra Hospital, Yamba Drive, Garran ACT 2605 | PO Box 11, GARRAN 2605 | health.act.gov.au

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Lowes, Shannon (Health)

From: McPherson, Alex (Health)
Sent: Wednesday, 22 April 2020 5:02 PM
To: Peffer, Dave (Health)
Cc: Stevenson, Nicole (Health); Canberra Health Services Ministerial; Rea, Katrina (Health); Jean, David (Health)
Subject: For review and clearance: brief on Aspen
Attachments: Brief to Minister for Health - Aspen Medical - 22 April 2020.docx; Attachment A - Talking Points .docx

Follow Up Flag: Follow up
Flag Status: Completed

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Hi Dave
 (Nic for info; Karen for TRIMming)

Voila – Aspen Brief.

It's pretty long – I wasn't 100% on what you wanted covered, so erred on the side of caution and included a lot. Please cut/change whatever you'd like.

Lisa G has reviewed.

For your and Bernadette's decision – there has been a recommendation (from Frank) to change the name of the 'ARAU' to "Fever Clinic". This could be called a 'Fever clinic' for phase 1 and "Fever Centre" at phase 2 and 3 or consistently a Fever Centre the whole way through.

Tempted though I am to name a hospital (after all, I can't see myself having that opportunity again!) I am very much going to leave that to you both. I can update the brief for consistency once the decision has been made.

Karen – these do not currently exist in TRIM. Could I please get you to TRIM a container for me so that once we have the go ahead and cleared version from Dave, we are ready to rock and roll?

Cheers

Alex

Alex McPherson | Executive Officer to
 Deputy Chief Executive Officer, Dave Peffer
 Phone: 02 5124 2728 | Email: alex.mcpherson@act.gov.au
 Canberra Health Services | ACT Government
 Building 24. Level 2, Canberra Hospital, Yamba Drive, Garran ACT 2605 | PO Box 11, GARRAN 2605 | health.act.gov.au

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Canberra Health Services

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To: Minister for Health

Tracking No.: Click here to enter text.

Date: 22/04/2020

From: Deputy Chief Executive Officer, Canberra Health Services

Subject: Temporary Emergency Department

Critical Date: 22/04/2020

Critical Reason: Click here to enter text.

• CEO .../.../...

Recommendations

That you:

1. Note the information contained in this brief; and

Noted / Please Discuss

2. Note the Model of Care.

Noted / Please Discuss

Rachel Stephen-Smith MLA/...../.....

Minister's Office Feedback

UNCLASSIFIED

Tracking No.: Click here to enter text.

UNCLASSIFIED

Background

1. On 27 March 2020 you provided your approval for Canberra Health Services (**CHS**) to negotiate a COVID-19 surge proposal with Aspen Medical (**Aspen**) up to the value of \$23 million through to 30 June 2020.
2. This facility will expand the Territory's Emergency Department (**ED**) capacity and enhance our ability to respond to the COVID-19 pandemic.
3. This purpose-built facility has been designed to maximise staff and patient safety in a COVID-19 environment. It will be removed and Garran Oval will be remediated once the state of health emergency is stood down, if not before.
4. It is anticipated the facility will be operational in May 2020 and will be operationalised in a staged approach, with capacity to flex up and down as demand requires.

Issues

5. The facility will be approximately 1700 square metres. There will be up to 50 treatment spaces, six of which will have resuscitation and ventilation capabilities. There will also be one palliative care bed should it be required.
6. The facility will be made of safe and durable materials to ensure effective short and long-term usage. Insulation and a heating/cooling system will be installed to provide safety and comfort for staff and patients.,
7. Separate areas will be provided for staff parking with designated areas available for ambulance drop-off and freight deliveries.
8. The ACT Government is contracting Aspen Medical to provide the medical, nursing and clinical administration workforce. CHS will support the facility with pathology, external security, linen, waste collection and food services. There will be close alignment between Canberra Hospital staff and this facility.

Model of Care

9. The Aspen Medical ED Model of Care will be initiated in three distinct phases aligned to the Territory Wide Capacity Management plan.
10. Phase 1 – Centralisation of existing Respiratory Assessment Centres (**RAC**) to the Aspen Respiratory Assessment Centre (**ARAC**).
 - a) These centres are currently in operation on both the CHS and Calvary Public Hospital campuses; CHS RAC, Building 3 and Calvary Public Hospital Bruce Fever Clinic adjacent to Older Persons Mental Health Unit. This excludes the Respiratory Assessment Clinics at the Weston Walk in Centre and testing services at EPIC.
 - b) This service will be expanded from the testing and treatment of health care workers to include the community.

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- c) The centralisation of these services will allow current RAC Public Health resources to be reallocated to other critical services.
 - d) The centralised ARAC will establish a single point of contact from walk in centres and Primary Health networks to refer patients.
 - e) The ARAC will be responsible for testing, advice, guidance and appropriate onward referral and management of positive patient post-testing.
 - f) The ARAC in Phase 1 will operate from 10am – 6pm, 7 days a week.
 - g) It is anticipated that the ARAC Phase 1 will be functional from mid May 2020.
11. Phase 2 – Expansion of the ARAC to become a 24/7 facility to undertake clinical assessment, short stay support and critical services.
- a) The ARAC continues Phase 1 functions and also provides a 24/7 critical service including;
 - 1 Resus bay;
 - 10 Acute non-admitted bays; and
 - 4 short stay overnight beds.
 - b) The expanded service will allow direct referral of critical patients to a single point of care.
 - c) Preserve established Emergency Departments for routine and tertiary acuity.
 - d) Centralise infrastructure and resources in a bespoke, fit-for-purpose location.
 - e) Provide clear guidance and messaging to the community regarding ARAC being the dedicated Respiratory Assessment Centre for COVID-19 and suspected COVID.
 - f) Care pathways from the ARAC will include home, Primary Care, Community Services, Hospital in the Home and new models of care, for example Medi-Hotels.
 - g) Following overnight admission to the ARAC, if patients require further acute care, the patient will be referred to CHS or Calvary Public Hospital Bruce for ongoing management.
 - h) If a patient presents to ARAC with a primary presenting complaint that is not Respiratory related, such as pregnancy complication or acute abdominal pains, regardless of their respiratory status, the patient would be redirected to CHS or Calvary Hospital Bruce Emergency Department.
12. Phase 3 – As above, with additional expansion in capacity to the below services:
- a) 6 Resus bays;
 - b) 32 Acute non-admitted bays; and
 - c) 12 short stay overnight beds.

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13. Workforce modelling for each of the three phases and bed types will be developed and provided to the CHECC Workforce team. The responsibility of recruitment and staffing will remain with Aspen Medical.

Financial Implications

14. Aspen provided an indicative quote of \$5.3 million to build and run the facility, \$1.6 million for equipment and supplies, and \$1.5 million per week for staffing. The cost to stand up the facility and have it operating through to 30 June 2020 is \$23 million.
15. If the facility is required after 30 June 2020, the operating cost is simply the weekly staff budget.

Consultation

Internal

16. The Clinical Director of the Clinical Health Emergency Coordination Centre (CHECC) is providing key clinical advice to the project.

Cross Directorate

17. CHS and the CHECC are working closely with Major Projects Canberra in the construction and project management of the temporary facility.
18. ACT Ambulance Service will be provided with clear guidelines on which emergency department they should attend when dispatching a patient.

External

19. Input into the design and operation of the facility has been sought from experts at the World Health Organisation, as well as international clinical experts.
20. Frank Bowden, Deputy Clinical Director, CHECC has confirmed he is happy for the Calvary Fever Clinic to move to Aspen for Phase 1 on 18 May 2020.

Work Health and Safety

21. CHS will have high expectations, reflected through the contract, in relation to WHS and the appropriate use of PPE.
22. The location of the temporary facility has been selected to ensure convenient linkages to existing hospital facilities and to maximise patient outcomes, Exact connection details between the main hospital to the temporary ED will form a part of the final design, however the safety and privacy of patients and staff will be key considerations.
23. We continue to work closely with our industry partners, including the Master Builders Association and the unions as we respond to the current outbreak. Safety measures including physical distancing and strict adherence to hygiene measures have been included in existing safety protocols for construction sites across the Territory including work completed at the Canberra Hospital and on Garran Oval.

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Benefits/Sensitivities

24. This is a rapidly changing situation. We are acting now to increase the overall capacity of our health system so we can continue to provide emergency care for Canberrans throughout this pandemic.
25. This temporary facility has been procured to provide additional surge capacity to the ACT health system. At this stage it is impossible to identify with certainty what demand will look like in the coming months.
26. If demand does not exceed existing hospital capacity, we could be criticised for committing significant expenditure. In that scenario the ACT would look to provide a greater level of support for our region, recognising we would recover some of the cost from the Commonwealth, and some from NSW.
27. Every effort is being made to minimise disturbances around the construction site for both the Garran Primary School and local residences. It is expected that there will be an increase in traffic around the Garran Oval, which will be managed with a traffic management plan as well as additional car parking sites and signage.

Communications, media and engagement implications

28. Talking points and Q&A information are provided at Attachment A.
29. The CHS Communications and Engagement team is currently preparing a full suite of communication documents, to be presented on Friday 24 April 2020.
30. Materials prepared for internal use will include intranet content and an internal CHECC Communications Plan.
31. Materials prepared for external use will include Q&A for the COVID-19 website, a Media Release and a Media Alert.

Signatory Name: Dave Peffer

Phone: [REDACTED]

Action Officer: Alex McPherson

Phone: [REDACTED]

Attachments

Attachment	Title
Attachment A	Talking Points

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Aspen Temporary Emergency Department

Updated 22 April 2020

High Level Messages

- The ACT Government is partnering with Aspen Medical to deliver a temporary COVID-19 Emergency Department, which will be located adjacent to Canberra Hospital on the Garran Oval.
- This facility will expand the Territory's ED capacity and enhance our ability to respond to the COVID-19 pandemic.
- This purpose-built facility has been designed to maximise staff and patient safety in a COVID-19 environment.
- Temporarily expanding the current EDs at Canberra Hospital and Calvary Public Hospital to the same degree as the temporary ED is not feasible.
- It will be removed and Garran Oval will be remediated once the state of public health emergency is stood down, if not before.
- The ACT Government has allocated an initial \$23 million (for the 2019/20 financial year) to build and operate the temporary facility.
- Our top priority is responding to COVID-19 in our community, ensuring we are doing all we can to protect the health of Canberrans.
- This is a rapidly changing situation. We are acting now to increase the overall capacity of our health system so we can continue to provide emergency care for Canberrans throughout this pandemic.
- The facility will quickly and significantly increase acute services capability should demand on our health care services increase due to COVID-19.
- Aspen Medical are world experts in the provision of emergency health services, known for their work locally and internationally.
- Input into the design and operation of the facility has been sought from experts at the World Health Organization, as well as international clinical experts.
- The delivery of this facility is just one of example of how the ACT Government is preparing for COVID-19. Canberrans can be assured that we will continue to invest in key health services to meet the demand arising from COVID-19.



- As this is a COVID-19 treatment facility, there will be no visitors allowed, except under exceptional circumstances such as palliative care.

Model of Care

- Work on the ACT Government's temporary COVID-19 Emergency Department on Garran Oval is progressing well, with the facility set to open in a stepped process from mid May.
- The model of care will be initiated in three distinct phases aligned to the Territory Wide Capacity Management Plans.

PHASE 1

- The facility will initially be used as a Respiratory Assessment Centre – centralising existing clinics currently on the Canberra Hospital and Calvary Public Hospital campuses.
- It will be known as the Aspen Respiratory Assessment Centre (ARAC).
- Once the facility on Garran Oval is operational, these services will be expanded from the testing and treatment of health care workers to include members of the community.
- Services on offer will include testing, advice, guidance on appropriate onward referral and management of positive patient testing.
- The facility will operate between 10am and 6pm during this phase.
- The Respiratory Assessment Clinic at Weston Creek Walk in Centre and the drive-through testing service at EPIC will continue to operate.

PHASE 2

- The service will then expand to provide 24/7 critical services, including one resuscitation bay, 10 acute non-admitted bays and four short stay overnight beds.
- The expanded service will allow direct referral of critical patients to a single point of care.
- It is anticipated this phase will commence in June.
- It will preserve established Emergency Departments at Canberra Hospital and Calvary Public Hospital for routine and tertiary acuity.
- It will centralise infrastructure and resource in a bespoke fit for purpose location.
- Care pathways from the facility will include home, primary care, community services, Hospital in the Home and new models of care such as Medi-Hotels.
- Following overnight admission to the facility, if patients require further acute care, the patient will be referred to Canberra Hospital or Calvary Public Hospital Bruce for ongoing management.
- If a patient presents to the facility with a primary presenting complaint that is not respiratory related, such as pregnancy complication or acute abdominal pains, regardless of their respiratory

status, the patient will be redirected to the Canberra Hospital or Calvary Public Hospital Emergency Department.

- The facility will continue to operate as a Respiratory Assessment Centre as per phase 1.

PHASE 3

- At full capacity the service will offer six resuscitation bays, 32 acute non-admitted treatment bays and 12 short stay overnight beds.
- The facility has the ability to flex up and down rapidly depending on demand.

Questions and Answers

Construction/facility logistics

1) *Where exactly will the facility be built?*

The temporary Emergency Department will be located on Garran Oval to ensure convenient connections with existing facilities at Canberra Hospital.

2) *How big is the facility? How many people does it accommodate?*

The facility will be approximately 1700 square metres. There will be up to 50 treatment spaces, including six resuscitation bays.

3) *Will the new facility be built to the same standard as the current ED?*

This will be a custom-made facility. It will be made of safe and durable materials to ensure effective short- and long-term usage. Insulation and a climate control system will be installed to provide safety and comfort for staff, patients and visitors.

4) *When will the facility be finished?*

It is anticipated that construction will be finished in early May, with the facility to open soon after. It will be opened using a phased approach (see model of care).

5) *Will parking be available?*

Separate areas will be provided for staff and visitor parking, with designated areas available for ambulance drop-off and freight deliveries too. Further information will be provided before the facility becomes operational.

6) *How will people get from the facility to the main hospital?*

The location of the temporary facility has been selected to ensure convenient linkages to existing hospital facilities and to maximise patient outcomes. Exact connection details between the main hospital to the temporary ED will form part of the final design, however the safety and privacy of patients and staff will be key considerations.

7) *How long will the temporary ED be operational for?*



The facility is temporary and will only be in place while the ACT is in a state of public health emergency to respond to the pandemic. It will be removed and Garran Oval will be remediated once the state of health emergency is stood down, of not before.

Model of Care

8) *Who will use the new facility?*

This facility is primarily for patients who are either confirmed or suspected of having COVID-19.

For Phase 1 (from mid May) the facility will act as a Respiratory Assessment Centre for health care workers and members of the community.

Services on offer will include testing, advice, guidance on appropriate onward referral and management of positive patient testing.

In Phases 2 (mid June) and 3 (as required) the facility will continue as a Respiratory Assessment Centre but will also expand to provide 24/7 critical care, and act as a referral point for ongoing care including one of the public hospitals, primary care, community services or hospital in the home.

The number of treatment spaces will be flexed up and down as required, starting with 15 beds in Phase 2 with the capacity to quickly increase to 50 beds in Phase 3.

Detailed information about when you should attend the new facility will be provided before the opening of the facility.

9) *Will the facility provide the same standard of clinical care as you would get at one at already established Emergency Departments?*

Yes. Qualified and experienced clinicians and support staff will provide the same high level care to those who need it.

10) *What if I have or suspect I have COVID-19, but my primary health concern does not relate to COVID-19*

If a patient presents to the temporary ED with a primary presenting complaint that is not Respiratory related e.g. pregnancy complication or acute abdominal pains, regardless of their respiratory status, the patient would be redirected to the Canberra Hospital or Calvary Hospital Bruce Emergency Department

11) *Where will COVID-19 positive major trauma patients be taken?*

Major trauma patients will continue to be taken to the Canberra Hospital Emergency Department regardless of COVID-19 status.

12) How will this facility be staffed?

The ACT Government is partnering with Aspen Medical to provide the medical, nursing and clinical administration workforce. Canberra Health Services will support the facility with pathology, security, linen, waste collection and food services. There will be close alignment between Canberra Hospital staff and this facility, and some will work across both facilities.

13) Is there a capacity to scale up the facility?

The top priority now is to reduce the spread of COVID-19 in our community and to keep Canberrans safe. The ACT is acting now to increase the capacity of health services so we can continue to provide emergency care as required.

The facility will be monitored and changes may be made as the situation requires, including scaling up or down, or varying primary use of some or all of its six discrete sections.

The site selection of Garran Oval provides the ability to upscale the facility if required.

Local community**14) When will we be able to use the oval again?**

The facility is temporary and will only be in place while the ACT is in a state of public health emergency to respond to the pandemic. It will be removed and Garran Oval will be remediated once the state of health emergency is stood down, if not before.

Every health and safety control will be considered to ensure the oval will be fit for community use once the facility is dismantled.

15) Will this project result in increased traffic around the hospital? How will you manage traffic and parking?

We anticipate there may be increases to traffic around the hospital, which we will minimise through offering additional car parking spaces and strict traffic management protocols. It's important to note the current ACT Government and Commonwealth Government advice is for residents to stay at home unless absolutely necessary.

16) Can I use the new carparks being constructed at Garran Oval?

No. This parking will be used for construction parking during April and May and for staff and patient parking during the operation of the facility.

1.1 Aspen Medical Staff

- (1) means a person employed by Aspen Medical to provide the Services and work in one of the following areas:
 - a. administrative support;
 - b. support services such as ward services, food services, supply etc.
 - c. allied health;
 - d. nursing and midwifery;
 - e. medical; or
 - f. OTHER TBA VANESSA
- (2) Must 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
- (3) 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

1.2 Requirements of Aspen Medical in relation to their staff

- (1) Aspen Medical must ensure that the Staff providing the Services:
 - a. are suitably skilled, qualified and experienced to carry out the work;
 - b. hold the right to work in Australia which is relevant to the work;
 - c. 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; and
 - d. 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)
 - e. have been appropriately credentialled for the scope of practice to carry out the work.
 - f. 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
 - g. are aware that they should be immunised against such infections and diseases as may be notified by the Territory prior to their commencement.
- (2) Aspen Medical must, if requested, provide evidence satisfactory to the Territory of any licences, qualifications and checks in respect of any staff.

Lowes, Shannon (Health)

From: Gilmore, Lisa (Health)
Sent: Thursday, 23 April 2020 12:04 PM
To: Pepper, Dave (Health)
Cc: Brady, Vanessa (Health)
Subject: RE: For information and comments: brief on Aspen

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Have just asked Greg for his thoughts

Vanessa and I briefed him this morning on the latest proposed approach.

Also I am still not sure about the wording that says some CHS staff will work across both facilities.

I was of the understanding that this is not the case... in fact no CHS staff will work in the ASPEN facility.

Also have/when/will ASPEN be(en) briefed on this Phased approach

Thanks

Kind Regards

Lisa Gilmore | Executive Director
 Phone: 02 5124 7135 | Email: lisa.gilmore@act.gov.au
 Division of Critical Care | Canberra Health Services | ACT Government
 Division of Allied Health | Canberra Health Services | ACT Government
 Building 24, Level 2, Canberra Hospital PO Box 11, Woden ACT 2606 | health.act.gov.au
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Government

**Canberra Health
Services**

From: Pepper, Dave (Health) <Dave.Pepper@act.gov.au>
Sent: Thursday, 23 April 2020 11:45 AM
To: Taylor, Jacqui (Health) <Jacqui.H.Taylor@act.gov.au>; Gilmore, Lisa (Health) <Lisa.Gilmore@act.gov.au>; Mitchell, Imogen (Health) <Imogen.Mitchell@act.gov.au>
Cc: McDonald, Bernadette (Health) <Bernadette.McDonald@act.gov.au>; McPherson, Alex (Health) <Alex.McPherson@act.gov.au>
Subject: FW: For information and comments: brief on Aspen

UNCLASSIFIED

Hi team

What do you think?

Dave

From: Coleman, Kerryn (Health) <Kerryn.Coleman@act.gov.au>
Sent: Thursday, 23 April 2020 11:25 AM
To: McPherson, Alex (Health) <Alex.McPherson@act.gov.au>; Culhane, Michael (Health) <Michael.Culhane@act.gov.au>; Dal Molin, Vanessa (Health) <Vanessa.DalMolin@act.gov.au>
Cc: Sloane, Jen (Health) <Jen.Sloane@act.gov.au>; Pepper, Dave (Health) <Dave.Pepper@act.gov.au>
Subject: RE: For information and comments: brief on Aspen

UNCLASSIFIED

Thanks Alex

Dave – tried to call but think you are on the phone.

Just so I'm clear, the proposal is to move the RACs at CHS and Calvary ED's – but keep the EPIC and Weston creek WIC services?

If so, I'm wondering if the loss of the ability to divert from ED on-site has been considered. Feedback / evidence on an important role RACs fulfil is the physical diversion from ED's, which is likely to be significantly reduced if there are no on-site RACS near the public ED's. This may become a challenge particularly as influenza season ramps up. The protective impact on the ED may be limited by this move.

Happy to discuss further,
 Thanks, Kerryn

Kerryn

Public Health, Protection and Regulation | ACT Health Directorate

PH 5124 9442 | MOB [REDACTED]

25 Mulley Street, HOLDER ACT 2611 | GPO Box 825, Canberra City ACT 2601

E Kerryn.coleman@act.gov.au W <https://health.act.gov.au/>

From: McPherson, Alex (Health) <Alex.McPherson@act.gov.au>
Sent: Thursday, 23 April 2020 10:03 AM
To: Coleman, Kerryn (Health) <Kerryn.Coleman@act.gov.au>; Culhane, Michael (Health) <Michael.Culhane@act.gov.au>; Dal Molin, Vanessa (Health) <Vanessa.DalMolin@act.gov.au>
Cc: Sloane, Jen (Health) <Jen.Sloane@act.gov.au>; Pepper, Dave (Health) <Dave.Pepper@act.gov.au>
Subject: For information and comments: brief on Aspen

UNCLASSIFIED

Good morning

Dave has asked me to send you the attached brief on the Aspen facility, which we will be progressing to the Minister today.

If you have any comments, I would be grateful if you could send them through to Dave or myself as soon as possible.

With best wishes
 Alex

Alex McPherson | Executive Officer to

Deputy Chief Executive Officer, Dave Pepper

Phone: 02 5124 2728 | Email: alex.mcpherson@act.gov.au

Canberra Health Services | ACT Government

Building 24, Level 2, Canberra Hospital, Yamba Drive, Garran ACT 2605 | PO Box 11, GARRAN 2605 | health.act.gov.au

RELIABLE | PROGRESSIVE | RESPECTFUL | KIND

Lowes, Shannon (Health)

From: Brady, Vanessa (Health)
Sent: Friday, 24 April 2020 2:14 PM
To: Bale, Natalie (Health)
Cc: Mooney, Colm (Health)
Subject: COVID-19 Surge Centre - Scanned Contract Documents [SEC=UNCLASSIFIED]
Attachments: Aspen Medical - Master Agreement - Signed.pdf; Aspen Medical - Work Order 1 - Signed.pdf; Aspen Medical - Equipment Purchase Order - Signed.pdf

UNCLASSIFIED

Hi Natalie

Attached the signed contracts for the COVID-19 Surge Centre, signed by CHS, MPC and Aspen Medical.

Regards

Vanessa Brady

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

From: Catanzariti, John <John.Catanzariti@act.gov.au>
Sent: Friday, 24 April 2020 2:11 PM
To: Brady, Vanessa (Health) <Vanessa.Brady@act.gov.au>
Subject: COVID-19 Surge Centre - Scanned Contract Documents [SEC=UNCLASSIFIED]

Hi Vanessa,

Attached are scanned copies of the following:

- Master Agreement;
- Works Order 1;
- Purchase Order for Equipment.

Regards,
John



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

Name	Aspen Medical Pty Limited
ABN	32 105 250 413
Address	c/-Suite 17C, 2 King Street Deakin ACT 2600, Australia
Short Form Name	Aspen Medical

Name	AUSTRALIAN CAPITAL TERRITORY the body politic established by section 7 of the <i>Australian Capital Territory</i> (Self- Government) Act 1988 (Cth)
-------------	---

Short Form Name	ACT
------------------------	------------

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).

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.

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 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.

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.

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.

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.

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.

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.

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.

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

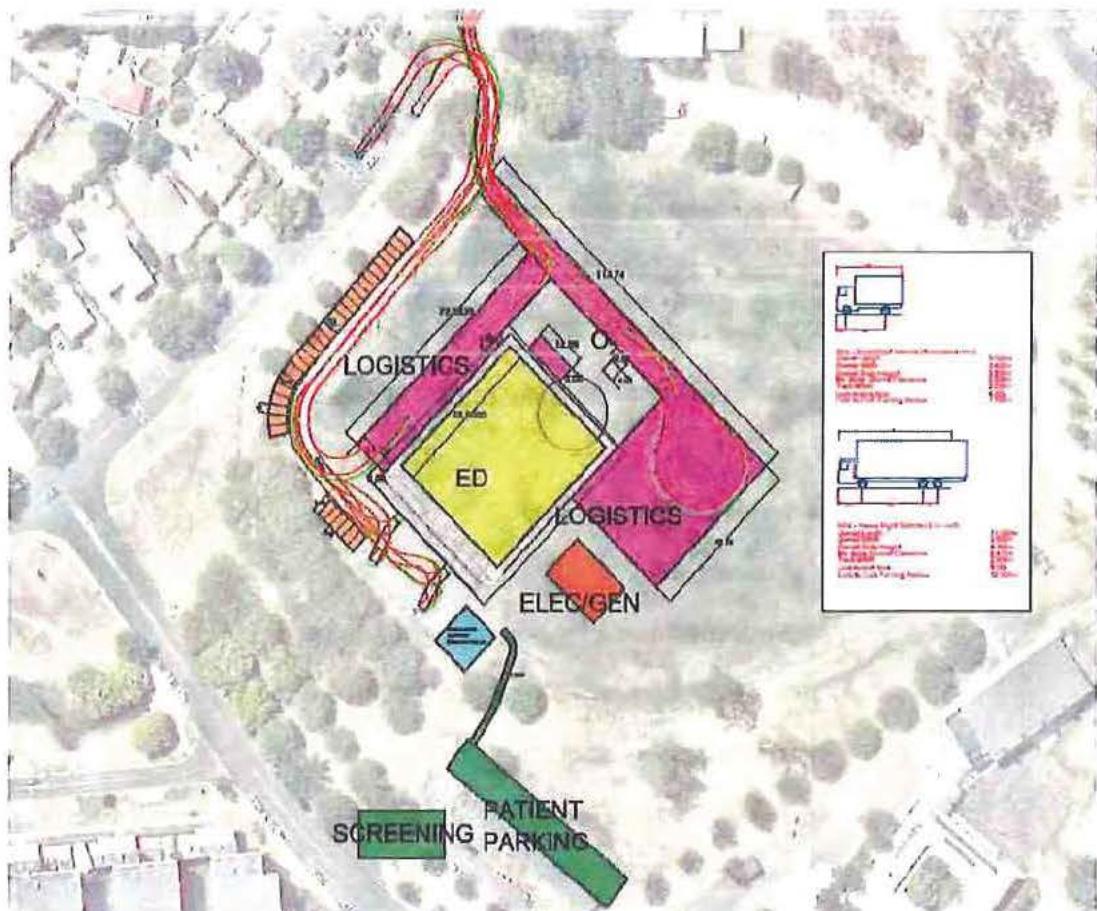
Item 1	<p>Aspen Medical Representative:</p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email address [REDACTED]</p> <p>Mailing address: 17C, 2 King Street, Deakin, ACT. 2600, Australia</p>
Item 2	<p>ACT Representative:</p> <p><i>For construction related matters:</i></p> <p>Name: [REDACTED]</p> <p>Phone [REDACTED]</p> <p>Email Address [REDACTED] @act.gov.au</p> <p>and</p> <p>Name: [REDACTED]</p> <p>Phone: [REDACTED]</p> <p>Email Address [REDACTED] @act.gov.au</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] @act.gov.au</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 [insert date eg: the date this Work Order is signed by both parties], until [insert date, eg 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.	[INSERT full details of Services to be performed]							
		2.	[INSERT details as required.]							
		3.	[INSERT details as required.]							
			[INSERT details as required.]							
3.	Facility Specification (if relevant):									
4.	Fee: <i>See clauses 1.2 and 10 and of the Agreement</i>	[INSERT payment arrangements eg: \$_____ (GST inclusive) 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. 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: <table border="1" style="width: 100%;"> <tr> <td>No.</td> <td>When Invoice may be rendered</td> </tr> <tr> <td>1.</td> <td>[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]</td> </tr> <tr> <td>2.</td> <td></td> </tr> </table> OR: The Contract Price is payable as a lump sum in arrears. An Invoice may only be rendered following completion of the Services.			No.	When Invoice may be rendered	1.	[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]	2.	
No.	When Invoice may be rendered									
1.	[Instructional Note: If appropriate, the instalments may be linked to the completion of milestones]									
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

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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 m².

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.

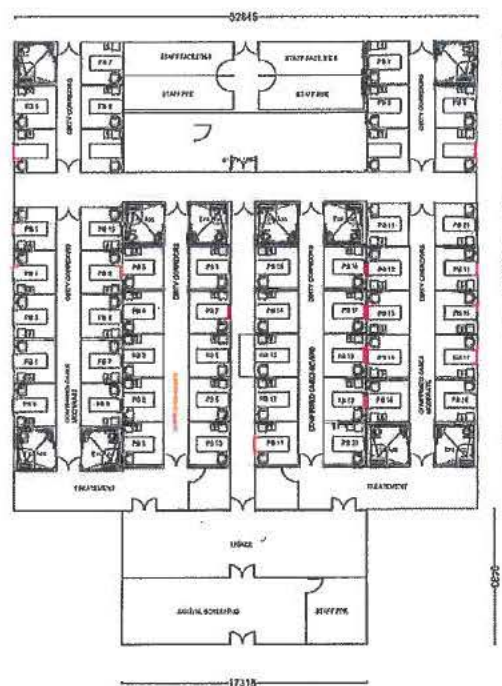


Figure 1. Aspen Medical Concept Design Dated 31/3/20

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.

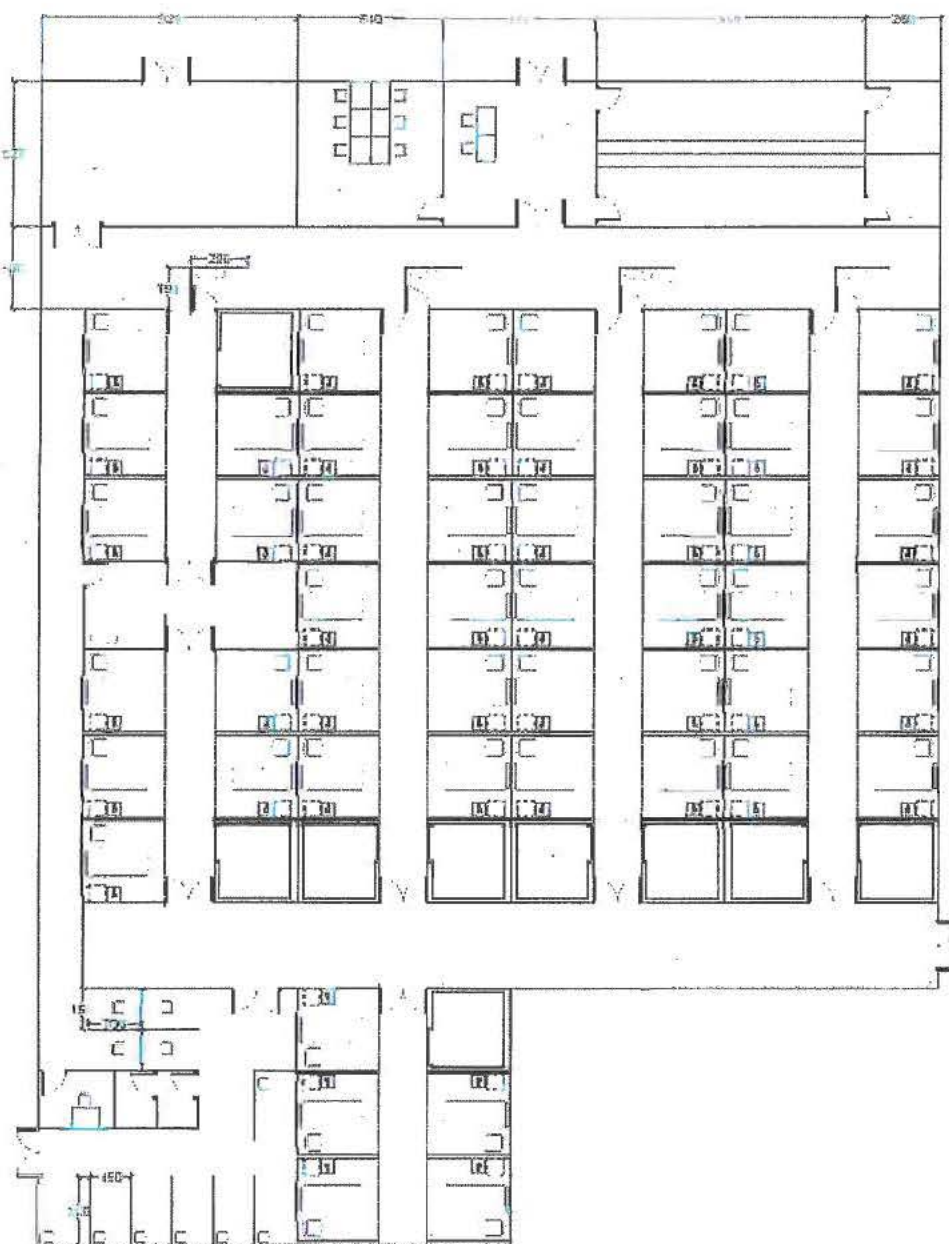
Remarks

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

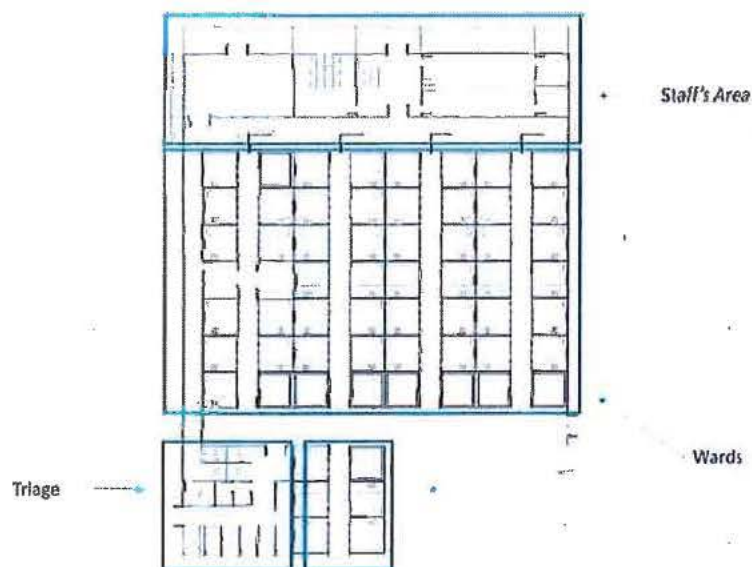
Helpdesk proposal

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.

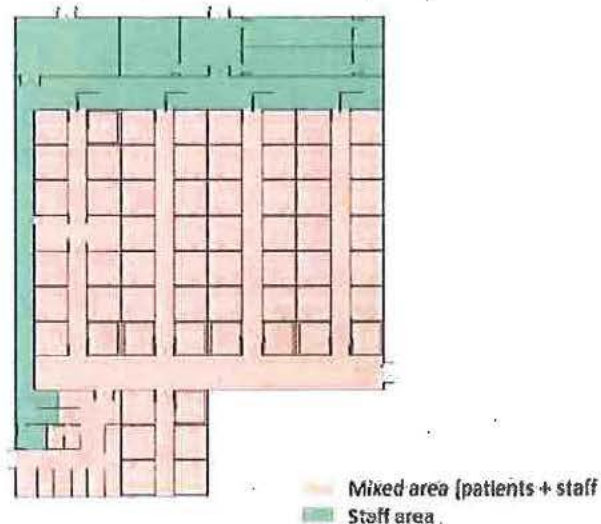
The new proposal maintains the same distribution assuring patient and staff's entrances according to previous layout.

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.

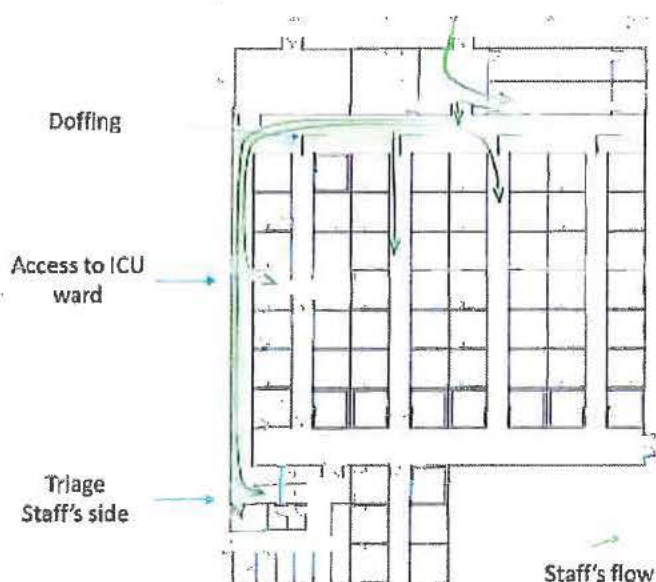
Areas distribution

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



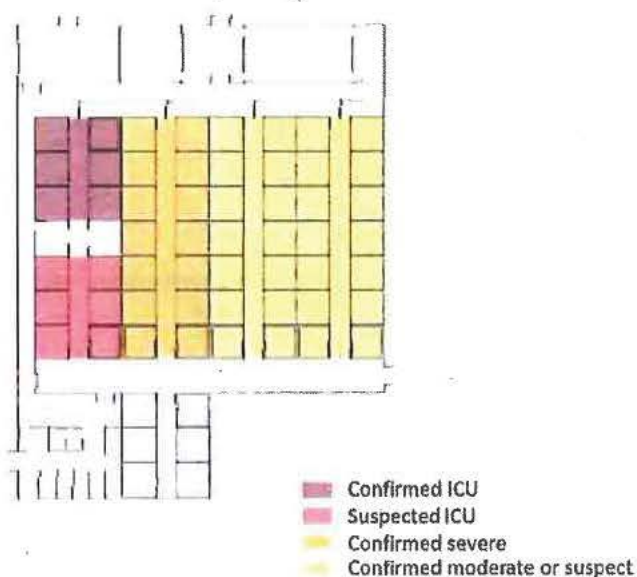
Staff access the center from a single access where temperature screening is done. Male and female changing room are available next to the entrance.

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.

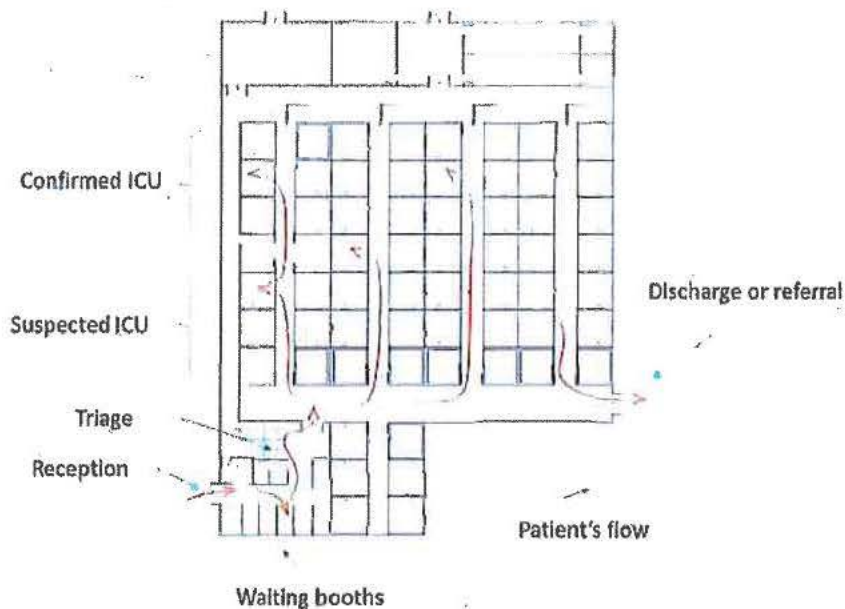
The 5 beds next to the triage can be repurposed according to needs and epidemiological scenario.

Patient's flow

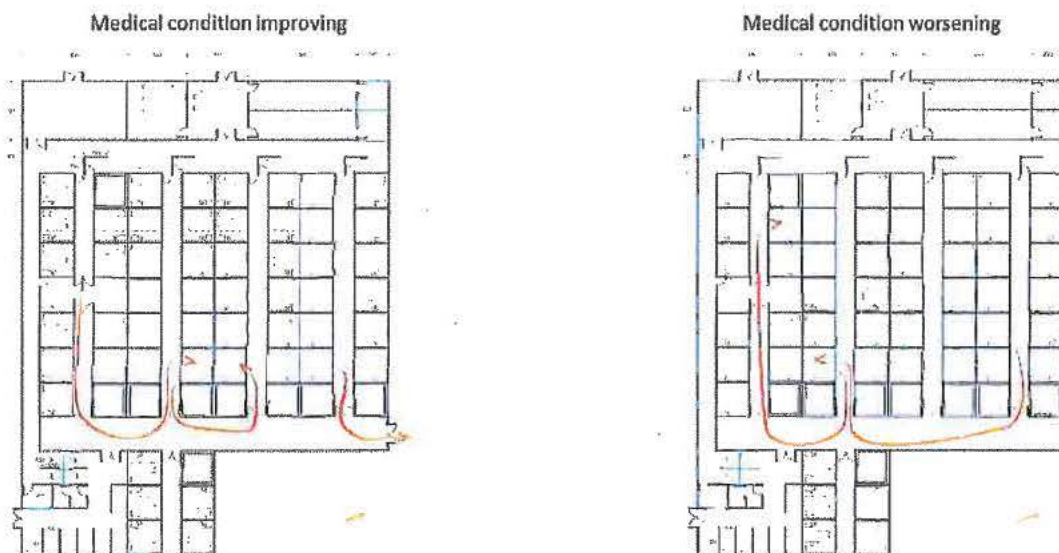
Patient access the center passing through the reception where, after hands hygiene, are directed to a dedicated waiting booth.

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

The first ward is dedicated to intensive cares.



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



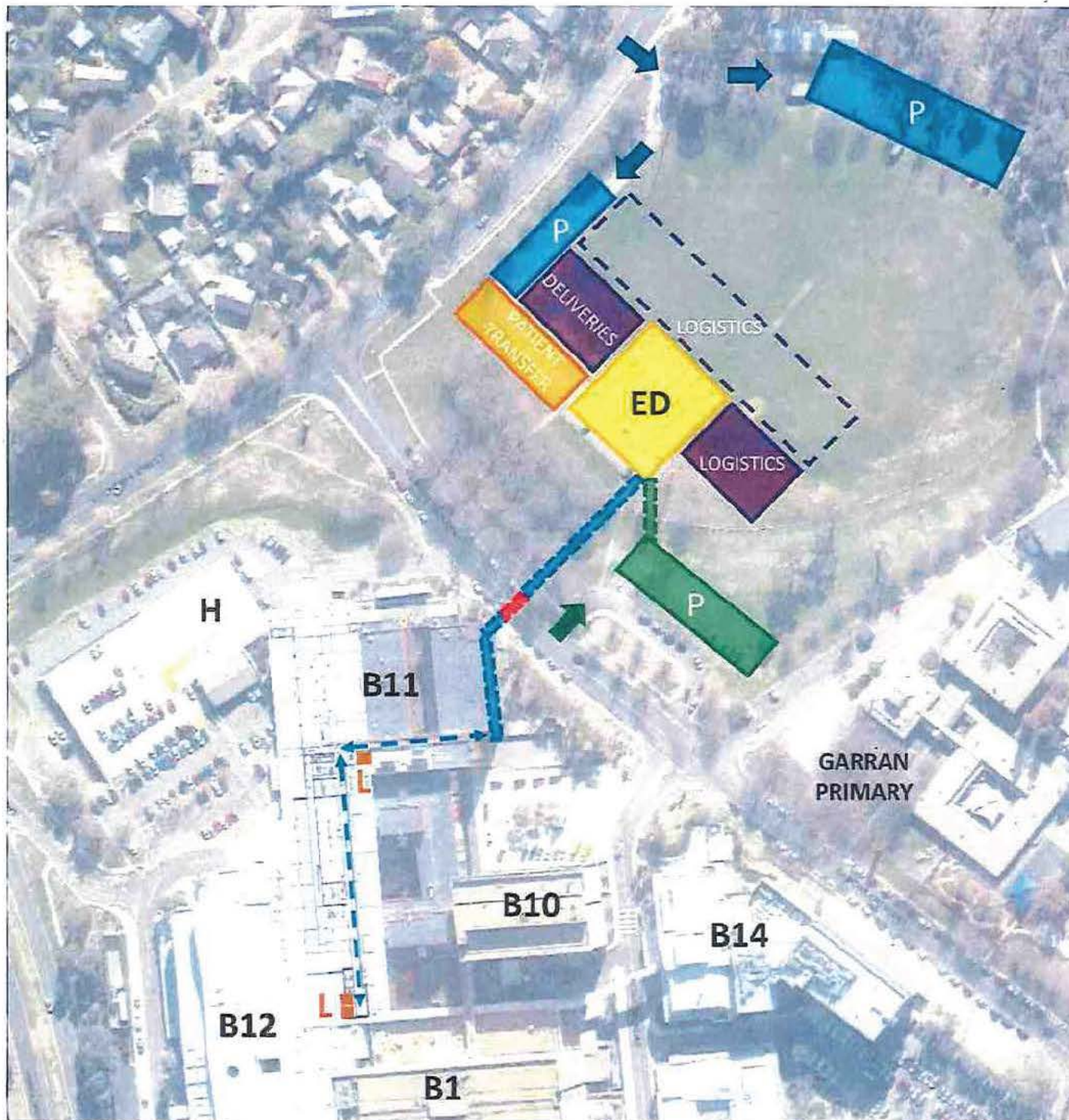
COVID 19 – ED

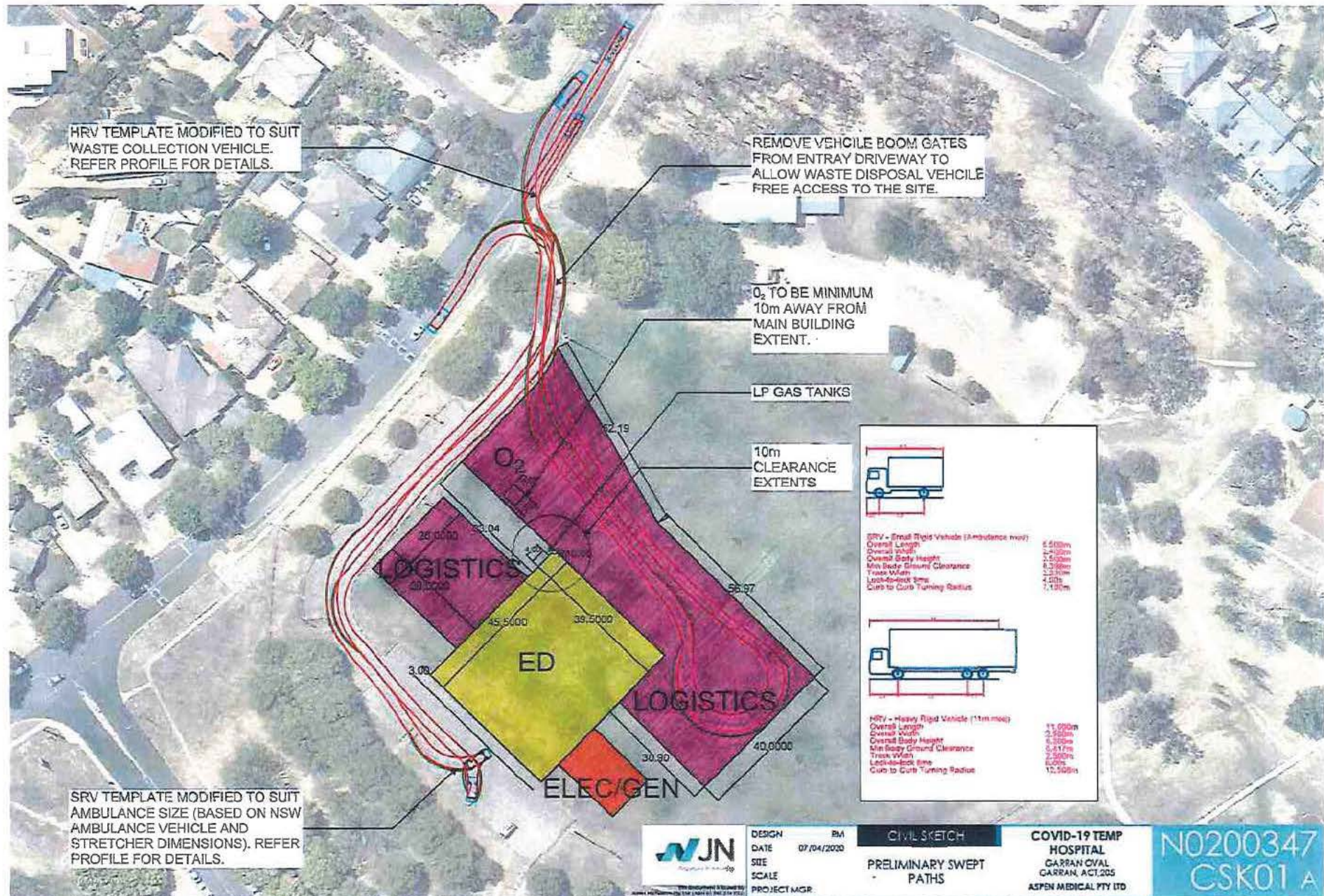
OPTION 1

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

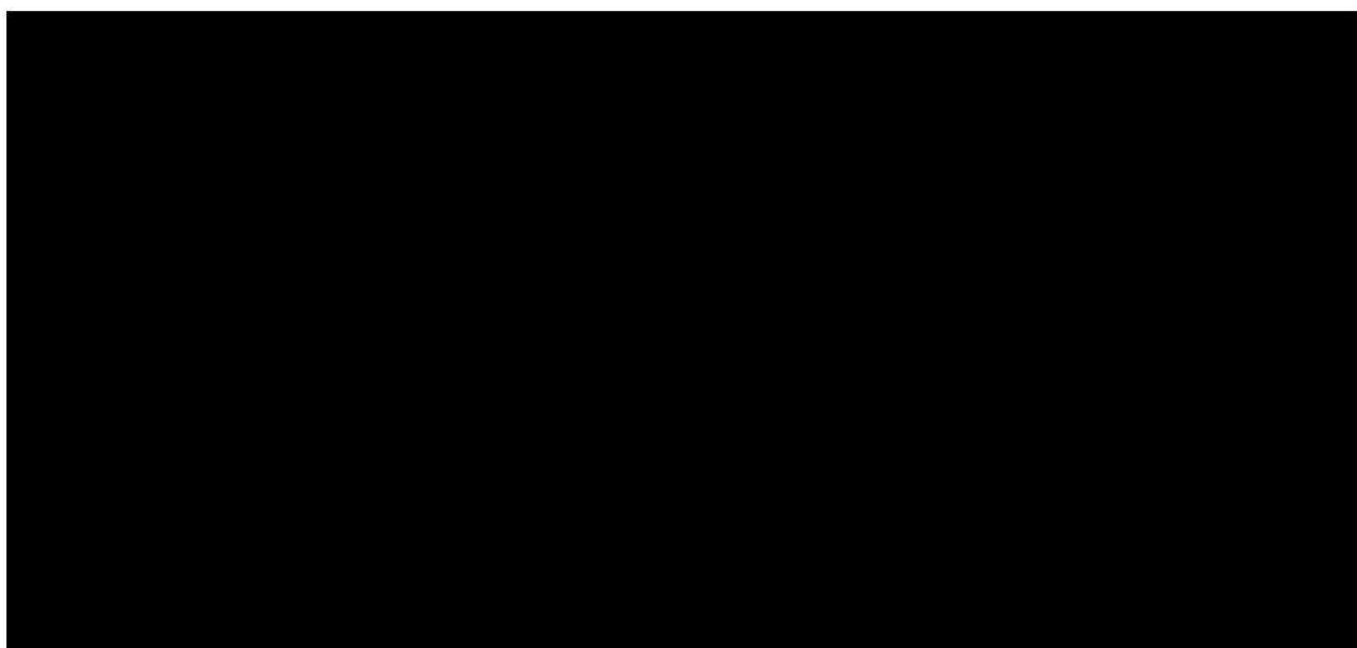
Reference: Work Order Number 1 – 240420

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"> 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); 2. all associated staffing rooms, storage spaces, bathrooms, cleaning, palliative care, electrical, IT, changing, linen, screening, medication and other areas; and 3. Patient transfer, staff parking, public parking, logistics, delivery and walkway areas. <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"> • Attachment B - A-011 External Ramps Plan • Attachment C - A-100 Ground Floor – General Arrangement • Attachment D - A-101 Ground Floor Partition Plans • Attachment E - The World Health Organisation Reference Design and Reference Technical Specification • Attachment F - Preliminary site plan Option 1 Revision 2 • Attachment G - COVID19 Temporary hospital – Preliminary Sweep Paths 		

		The Facility is to be designed and constructed in a manner consistent with the Australasian Health Facility Guidelines.				
4.	<p>Fee:</p> <p><i>See clauses 1.2 and 10 and of the Agreement</i></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><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">1. identify the Services (including materials) to which the payment claim relates;2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and3. be a tax invoice and otherwise in accordance with the requirements of the Agreement.<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">1. identify the Services (including materials) to which the payment claim relates;2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and3. be a tax invoice and otherwise in accordance with the requirements of the Agreement. <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>
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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">1. identify the Services (including materials) to which the payment claim relates;2. indicate the amount of the Fee that Aspen Medical claims to be due for the work done to which the payment relates; and3. be a tax invoice and otherwise in accordance with the requirements of the Agreement. <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>Confidential Text and grounds</p> <p><i>See clause 11.3 of the Agreement</i></p>	As specified in clause 11.3 of the Agreement.				
6.	<p>Additional requirements</p>	<p>1. Scoping</p> <p>Aspen Medical must work with ACT to assist ACT in developing all aspects of the scope of the Project.</p> <p>2. Design and engineering</p> <p>a. Aspen Medical must engage Ausco Modular, or a similarly qualified subcontractor, to perform the detailed design and engineering of the Facility.</p> <p>3. Design Review process</p> <p>a. Aspen Medical must procure the preparation of the Design Documentation and submit the Design Documentation to the ACT for review.</p> <p>b. The ACT may request additional information to assist in reviewing the Design Documentation.</p> <p>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.</p>				

		<p>4. Construction - Control of the Facility Site and care of the Facility during construction</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>
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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).



Goods REQUEST FOR QUOTATION

REQUEST FOR QUOTATION INFORMATION

The Territory as represented by Canberra Health Services would like to invite Aspen Medical Pty Limited (the Supplier) 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:	Equipment Purchase In Relation to Temporary COVID-19 Emergency Department		
RFQ Number:	Special	Territory Contact Officer:	For all matters relating to this RFQ contact [REDACTED] at [REDACTED]
Purchasing Directorate:	Canberra Health Services	Section/Business Unit:	COVID-19 Emergency Department
Issue Date:	11 April 2020	Closing Date:	11 April 2020
Supplies Required by:	As soon as possible.		
Lodgement method:	Quotations should be lodged with [REDACTED] via email at [REDACTED]		

The Requirement

Item	Details
Description of Requirement:	The Territory requires the provision of the Supplies listed in this Purchase Order.
Delivery Instructions:	The Supplies are to be delivered to a location at or in the vicinity of the Canberra Hospital (Garran, ACT) as directed by the Territory.
Required insurance/s	<p>In connection with the performance of the Contract, the Supplier must maintain, and will ensure that any relevant party and all subcontractors maintains, valid and enforceable Insurance policies relevant to the provision of Supplies required under the Contract. Specifically, the Supplier will and will ensure that its subcontractors do hold (where applicable to the subcontractor services):</p> <ol style="list-style-type: none"> 1. Medical Malpractice Insurance; 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 AUD for any single occurrence. 4. professional indemnity insurance for an amount not less than \$20 Million AUD for any single occurrence. <p>The Supplier must give evidence of insurance as requested by the Territory.</p>

h

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 for the Supplies accompanied by the original equipment supplier invoice setting out the actual price for each item of the Supplies;
 - (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:	Aspen Medical Pty Limited
Registered office or postal address:	c/-Suite 17C, 2 King Street Deakin ACT 2600, Australia
ABN (if applicable):	ABN 32 105 250 413

Contact Officer for the Supplier

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

Name:	[REDACTED]
Position title:	Business Development Manager
Phone:	[REDACTED]
Mobile:	[REDACTED]
Email:	[REDACTED]

Supplies

1. The Supplies are:

- a. As described in Appendix A to this RFQ; and
- b. Any additional goods reasonably determined by the Supplier to be necessary for the operations of the proposed temporary COVID-19 Emergency Department at Canberra Hospital, provided the total price of all Supplies does not exceed the Price Limit.

2. The price to be paid by the Territory for the Supplies in aggregate shall not exceed the Price Limit.

3. Subject to clause 2 above, the price to be paid by the Territory for the Supplies shall equal: