

Commonwealth Contract – Services



Commonwealth of Australia Commonwealth Contract – Services

Reference ID: Health/18-19/04745

Customer

Customer Name: Department of Health
Customer ABN: 83 605 426 759
Address: Office of Health Protection, MDP 14
Department of Health
GPO Box 9848, Canberra ACT 2601

Supplier

Full Name of the Legal Entity: Allen and Clarke Policy and Regulatory Specialists Limited
Supplier ABN: 26 984 786 813
Address: Level 2, The Woolstore
262 Thorndon Quay
Thorndon Wellington, New Zealand 6011

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Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	On execution
Contract Term:	This Contract will terminate on Monday, 31 March 2020.
Contract Extension Option:	The Contract will include the following extension option(s): Option to extend for a further six (6) months. The option to extend will be exercised at the discretion of the Customer. Should the Customer decide to exercise the option to extend, it will notify the organisation five (5) days prior to the expiration of the Contract.

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C.A.2 The Requirement

BACKGROUND

The Australian Government acknowledges that there is a group of Australian patients suffering from the symptoms of a chronic debilitating illness, which many associate with a tick bite. The Australian Government has chosen to describe this patient group as having Debilitating Symptom Complexes Attributed to Ticks (DSCATT). This term was carefully considered to appropriately acknowledge this patient group and the multifaceted illness they are experiencing, whilst moving away from the stigma and controversy associated with the use of "Lyme Disease", "Lyme disease-like Illness" and "Chronic Lyme Disease" that has previously been used to describe this patient group.

Many of these patients experiencing debilitating symptom complexes are living in turmoil as their illness is poorly understood, making accurate diagnosis and treatment difficult. It is imperative for government health authorities, clinicians and patients alike to remain open minded as to the causes of these symptoms and work together to achieve a patient-centred multidisciplinary approach to their care.

In addition, overseas travellers to Lyme-endemic areas may return to Australia before becoming symptomatic and/or being diagnosed. In Australia, Lyme disease should be considered in patients presenting with a travel history to Lyme-endemic areas along with supporting symptoms and/or a known tick bite. However, due to the controversy and stigma attached to Lyme disease in Australia some of these patients have also not received an appropriate assessment of their symptoms.

In its response to Recommendation 5 of the Senate Community Affairs References Committee Final Report: *Inquiry into the growing evidence of an emerging tick-borne disease that causes a Lyme-like illness for many Australian patients*, the Australian Government agreed to consult with key stakeholder groups to develop a cooperative multidisciplinary framework which can accommodate patient and medical needs. The first stages of this consultation has been completed with the Department of Health convening two forums in April and July 2018 to engage with medical professionals, state and territory health authorities and patient groups on the concept of multidisciplinary care.

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The Supplier is required to develop an evidence-based clinical pathway and multidisciplinary care model (the Clinical Pathway) for patients suffering from debilitating symptom complexes attributed to ticks (DSCATT) that can be flexibly applied in both private and public healthcare settings. The Clinical Pathway must be informed by the relevant literature and key documents, and must be developed in consultation with Key Stakeholders (Table 1), including medical professionals, government health authorities and patient groups to ensure that the Clinical Pathway is fit for purpose and acceptable to the majority of stakeholders, including Australian Health Ministers' Advisory Council (AHMAC) endorsement. The Department also requires the Supplier to assist with the preparation of agenda papers, briefing notes and presentations for AHMAC subcommittees, the Australian Health Protection Principal Committee (AHPPC) and Clinical Principal Committee (CPC) meetings.

This project will be conducted in three phases (Figure 1):

- Phase 1: Project initiation and review of literature.
- Phase 2: Stakeholder engagement via Consultation Forum (Think Tank) and preparation of the Consultation Forum report (Think Tank Report).
- Phase 3: Develop the Clinical Pathway and Multidisciplinary Care Model (the Clinical Pathway).

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Table 1: Key Stakeholders

Government	Medical Professionals	Patient Groups
<p>Representatives from the Commonwealth, State and Territory Government Health Departments, through the:</p> <ul style="list-style-type: none"> • Australian Health Ministers' Advisory Council (AHMAC). • Australian Health Protection Principal Committee (AHPPC). • Clinical Principal Committee (CPC). <p>National Health and Medical Research Council (NHMRC) Therapeutic Goods Administration (TGA) ACT Health NSW Health NT Health Queensland Health SA Health Tasmania Health Victoria Health WA Health</p>	<p>Australasian College for Emergency Medicine (ACEM) Australian College of Nursing (ACN) Australian College of Rural and Remote Medicine (ACRRM) Australian Indigenous Doctors Association (AIDA) Australian Medical Association (AMA) Australian Primary Health Care Nurses Association (APNA) Royal Australasian College of Physicians (RACP) Royal College of Pathologists of Australasia (RCPA) Royal Australian College of General Practitioners (RACGP) Royal Australian and New Zealand College of Psychiatrists (RANZCP) Therapeutic Guidelines Limited Dr Richard Horowitz, Patron at the Lyme Disease Association of Australia (LDAA) Dr Richard Schloeffel, LLMD, Pymble Grove Medical Centre; Member of the Scientific Advisory Committee of the LDAA Dr Armin Schwarzbach, CEO of Armin Labs and member of the German Borreliosis Society Relevant Private Health Sector stakeholders.</p>	<p>Lyme Australia and Friends Group (Facebook Group) ACT Consumers Health Forum of Australia (CHF) NSW Australian Chronic Infectious & Inflammatory Disease Society (ACIIDS) Karl McManus Foundation (KMF) Lyme Disease Association Australia (LDAA) Sarcoidosis Lyme Australia QLD Global Lyme and Invisible Illness Organisation (GLiIO) Lyme Australia: Recognition and Awareness (LARA) VIC Emerge Australia Tickborne Illness Community Network Australia (TICNA) WA Chrysalis Lyme Disease Support Group Perth Kojonup Lyme Supporters Association ME/CFS and Lyme Association of WA, Inc. Multiple Systemic Infectious Disease Syndrome (MSIDS) Network Other Relevant ME/CFS, emerging biotoxins, or other similar disease patient groups.</p>

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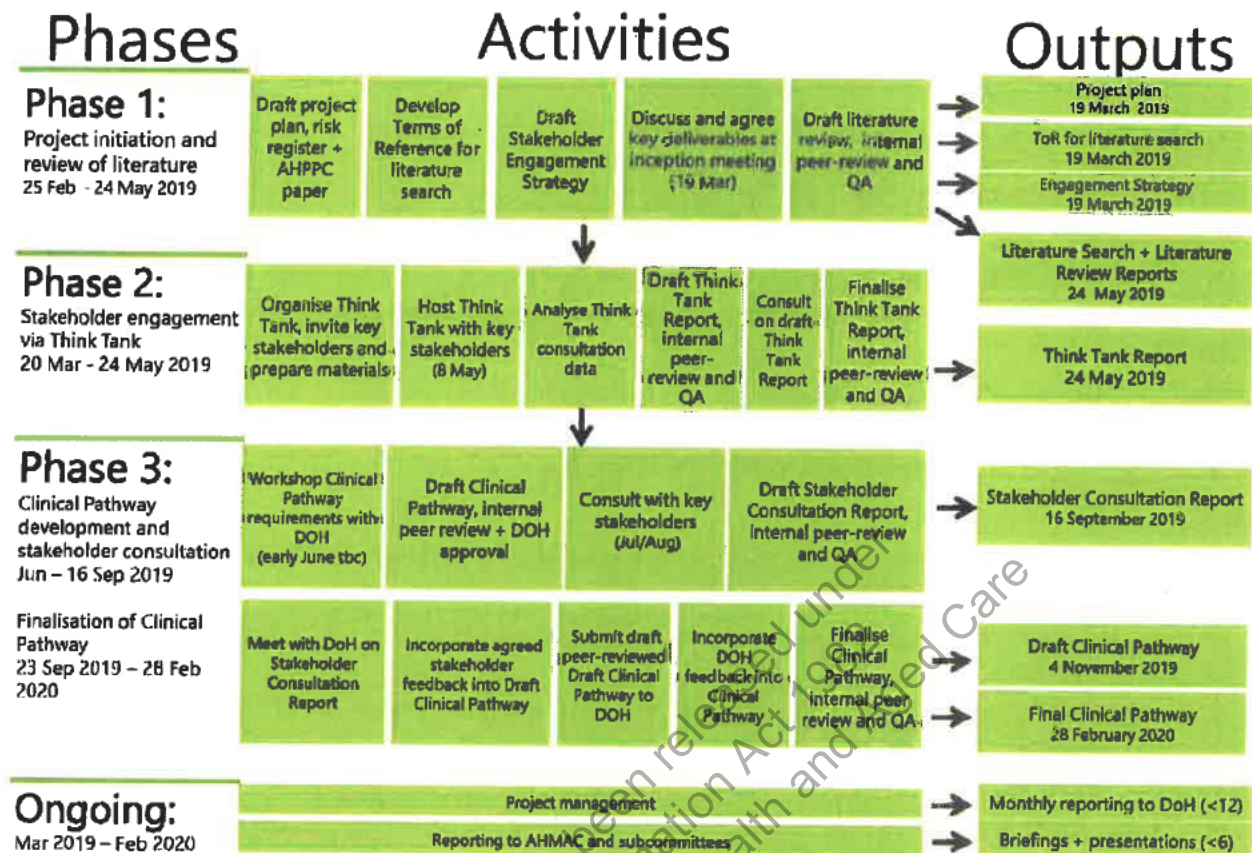


Figure 1: Summary of phases, key activities and outputs

Phase 1: Project initiation and review of literature (March – May 2019)

Phase 1 will entail advanced project planning and the completion of a literature and document review to provide an evidence base for the Clinical Pathway.

(a) Advanced Project Planning

The Supplier will at a minimum:

- Conduct an initial advanced Project Planning Meeting with the Customer to:
 - confirm scope, methodology, timeframes, deliverables and other project details;
 - confirm an agreed approach to communicating with, and reporting to, the Customer and AHMAC subcommittees,
 - confirm details regarding assistance with preparation of agenda papers, briefing notes, and presentations for AHMAC subcommittee meetings;
 - confirm Key Stakeholders of relevance to the Department's work and note any relevant background information;
 - confirm an approach for engaging with Key Stakeholders throughout all three Phases (Key Stakeholder Engagement Strategy) noting that a flexible approach may be required to obtain feedback from Key Stakeholders;
 - discuss risks or issues that may impact on the project and appropriate risk mitigation strategies;
 - obtain any Customer Material that is not already publicly available;
 - confirm the terms of reference to guide the search strategy for the review of key documents and literature; and

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- confirm topics for discussion at the Think Tank.
- Develop a detailed Project Plan, including, but not limited to, a risk register and reporting schedule, which is informed by the Project Planning Meeting and to be agreed with the Customer.
- Provide monthly Project Reports to the Customer for the duration of the Contract, comprised of a short written report and meetings via teleconference, to update on progress against the Project Plan, identify future activities, report on stakeholder interactions, identify potential project risks and appropriate risk mitigation strategies, and provide other project updates as required.
- Conduct ongoing project management in accordance with this contract and the agreed Project Plan.

The Supplier will cover any travel costs associated with the Supplier's attendance at the Project Planning Meeting.

(b) Review of key documents and literature

The Supplier will source and review relevant literature and key documents to support the development of evidence based approach to developing the Clinical Pathway.

The Supplier will at a minimum:

- Develop a terms of reference to guide the search strategy and subsequent selection of material with agreement from the Customer.
- Undertake a literature search according to the finalised search strategy, including sourcing up to 50 full-text articles.
- Identify and review Australian and international evidence-based research and best practice/guideline documents and literature (including primary studies, secondary research and grey literature – up to 40 articles and 10 guidelines) to support the development of the Clinical Pathway.
- Deliver a Literature Search Report including summarising the search results, the types of literature sourced, an overview of the methodology to date, and a full list of published and grey material sorted into proposed inclusions and exclusions (and the reason for proposed exclusion).
- Deliver a Literature Review Report presenting an accurate summary of the available evidence including a bibliography.

Phase 2: Stakeholder engagement via a Think Tank (May 2019)

The supplier will undertake a consultation process by convening a 'Think Tank' with Key Stakeholders to discuss similarities and future support pathways, documenting Think Tank outcomes and incorporating relevant findings into the Clinical Pathway.

The Supplier will at a minimum:

- Develop an appropriate agenda and supporting documents to facilitate the Think Tank proceedings and to ensure Key Stakeholders are aware of the Think Tank and actively engaged in the consultation (Think Tank Supporting Material).
- Convene a facilitated Think Tank, in Sydney, comprised of a full day forum, with both face-to-face and remote access attendance options, using a mix of techniques including small group discussions, plenary sessions and activities such as brainstorming and prioritisation exercises. The Supplier will be responsible for:
 - managing all communications and correspondence with Key Stakeholders invited to participate;
 - organising all logistics, including catering, venue hire, and ensure the required video-conferencing technology is available and working; and
 - the preparation and circulation of the Think Tank Supporting Material to Key Stakeholders.
- Document the key discussion points and outcomes of the Think Tank (Think Tank Report) and consult with Key Stakeholders on the draft Think Tank Report before submitting the final Think Tank Report to the Customer.

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The Supplier will cover any travel and accommodation costs associated with the Supplier's attendance at the Think Tank. At a minimum the Suppliers attendance will include all Specified Personnel unless otherwise agreed by the Customer.

Phase 3: Develop Clinical Pathway and Multidisciplinary Care Model (the Clinical Pathway) (June 2019 – February 2020)

Informed by the outcomes of Phases 1 and 2, the supplier will develop a Clinical Pathway and continue to consult with the Customer and Key Stakeholders through its drafting process to develop a Clinical Pathway that is fit for purpose and acceptable to the majority of Key Stakeholders for endorsement by AHMAC.

(a) Workshop the Clinical Pathway and model requirements with the Customer (Customer Workshop)

The Supplier will convene a face-to-face workshop in Canberra with the Customer to discuss and confirm the indicative structure and content for the Clinical Pathway and confirm the approach for the Key Stakeholder Consultation described at Phase 3(b).

The Supplier will cover any travel and accommodation costs associated with the Supplier's attendance at the Customer Workshop.

(b) Develop the Clinical Pathway including stakeholder consultation

At a minimum, the Clinical Pathway will:

- Assist with a differential diagnosis; including the ruling out of obvious diagnosable conditions, including classical Lyme disease, other tick-borne illnesses and other obvious chronic debilitating conditions.
- Determine the composition of a multidisciplinary care approach or multidisciplinary care team (MDT) in terms of the skill mix required to comprehensively assess patients once obvious diagnosable conditions have been ruled out.
- Provide advice on when a patient should be referred to a multidisciplinary care approach or MDT, for example: the nature/duration of particular symptoms, absence of diagnosis from prior tests, diagnoses previously being considered and excluded prior to referral to MDT.
- Incorporate an agreed primary care management plan for those patients without a diagnosis that includes relevant ongoing support from their GP, allied health, and/or clinical specialists.
- Be flexible enough to be incorporated into existing public and private health care systems.
- Take into consideration Key Stakeholder feedback throughout the Clinical Pathway's development, including feedback from other similar disease groups and the outcomes of Phase 1 and 2.
- Be written in plain English, containing an agreed level of technical content and detail, and contain images and infographic designs to convey information in a clear and simple manner.

To develop the Clinical Pathway, the Supplier will at a minimum:

- Continue to consult with Key Stakeholders, using a combination of face-to-face, written and telephone/virtual-based engagement methods, throughout the development of the Clinical Pathway and in accordance with the agreed Key Stakeholder Engagement Strategy, unless otherwise mutually agreed.
 - Arrange face-to-face consultations with Key Stakeholders in Canberra, Sydney, Melbourne and Perth.
 - Develop and disseminate all materials, including a clinical pathway (draft for consultation), to support the consultation of Key Stakeholders with agreement from the Customer.
 - Deliver a Stakeholder Consultation Report including a summary of the consultation outcomes and recommended action, including an explanation of why feedback will or will not be incorporated into the Clinical Pathway.
 - Meet with the Customer to discuss the Stakeholder Consultation Report before its incorporation into the Clinical Pathway.

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- Prepare a Draft Clinical Pathway incorporating the outcomes of Phase 1 and 2, Customer and Key Stakeholder Consultation feedback.
- Undertake peer-review of the draft Clinical Pathway. At a minimum, the peer-reviewers will consider:
 - whether the draft DSCATT clinical pathway and multidisciplinary care model is adequately evidence-based;
 - whether all the minimum requirements for the Clinical Pathway as described above have been appropriately addressed;
 - whether the advice and recommendations are accurately presented and of appropriate content and detail for the intended users (medical professionals and patients);
 - whether the draft DSCATT clinical pathway and multidisciplinary care model is sufficiently flexible to be incorporated into existing public health and private health care systems; and
 - the presentation of the report, considering the language, tone, and presentation of the findings for an intended audience of medical professionals, patients and governments.
- Prepare a Final Clinical Pathway incorporating feedback received from the peer-review process and the Customer on the Draft Clinical Pathway.

The Supplier will be responsible for all managing all communications and correspondence with Key Stakeholders; organising all logistics, including catering and venue hire; and ensuring the required video-conferencing technology is available and working.

The Supplier will cover any travel and accommodation costs associated with the Supplier's attendance at Key Stakeholder consultations. At a minimum the Suppliers attendance will include the Project Lead, Lead Analyst, and both Expert Technical Advisors unless otherwise agreed by the Customer.

Reporting to AHPPC and CPC Committees (April 2019 – February 2020)

The Supplier will be required to support the Customer's engagements with AHPPC and CPC as follows.

- Prepare agenda papers for six meetings (3 x AHPPC and 3 x CPC) meetings in 2019 as follows:
 - AHPPC – 3rd May, 8th August, 7th November
 - CPC – 30th May, 5th September, 5th December
- Two of the Supplier's staff will be required to present at each of the four meetings as follows:
 - Present in person at AHPPC on 3rd May and 7th November, and CPC on 30th May.
 - Present via teleconference at CPC on 5th December.

The Supplier will cover any travel and accommodation costs associated with the Supplier's attendance at AHPPC and CPC meetings. At a minimum the Suppliers attendance will include the Project Lead and Expert Technical Advisor (Medical) unless otherwise agreed by the Customer:

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any all documentation, website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

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C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

During the term of this Contract the Supplier must provide the following as set out in the table below:

Milestone Description	Delivered To	Delivery Date
<p><u>Project Planning</u> As described at Item C.A.2. deliver:</p> <ul style="list-style-type: none"> a detailed Project Plan, including (but not limited to) a risk register, reporting schedule; a Key Stakeholder Engagement Strategy; and the terms of reference to guide the search strategy for the review of key documents and literature. 	<p>s22 s22 @health.gov.au</p>	19 March 2019
<p><u>Think Tank</u> As described at Item C.A.2. deliver:</p> <ul style="list-style-type: none"> Think Tank Supporting Material; and the Think Tank. 	<p>s22 s22 @health.gov.au</p>	8 May 2019
<p><u>Literature Review</u> Deliver the Literature Search Report; and the Literature Review Report as described at Item C.A.2. <u>Think Tank Report</u> Deliver the Think Tank Report as described at Item C.A.2.</p>	<p>s22 s22 @health.gov.au</p>	24 May 2019
<p><u>Customer Workshop</u> Deliver a Customer Workshop as described at Item C.A.2.</p>	<p>s22 s22 @health.gov.au</p>	Early June 2019 (exact date to be confirmed with the Customer as part of the Project Planning)

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Milestone Description	Delivered To	Delivery Date
Phase 3: Key Stakeholder Consultations Consult with Key Stakeholders as described at Item C.A.2.	s22 s22 @health.gov.au	By 30 August 2019
Draft Clinical Pathway Deliver a draft peer-reviewed version of the Clinical Pathway as described at Item C.A.2.	s22 s22 @health.gov.au	4 November 2019
Final Clinical Pathway Deliver a final peer-reviewed version of the Clinical Pathway as described at Item C.A.2.	s22 s22 @health.gov.au	28 February 2020

Reports

During the term of this Contract the Supplier must provide the Customer with reports as set out in the table below:

Report Type	Detailed Description	Due Date
Monthly Progress Reports	The Supplier will be required to provide monthly Project Reports to the Customer for the duration of the Contract, comprised of a short written report to update on progress, challenges encountered (e.g. any expected delays) against the Project Plan as described at Item C.A.2.	Monthly from commencement of the agreement (exact date to be confirmed with the Customer)
Literature Search Report	The Supplier will be required to deliver a Literature Search Report as described at Item C.A.2.	24 May 2019
Literature Review Report	The Supplier will be required to deliver a Literature Review Report as described at Item C.A.2.	24 May 2019
Think Tank Report	The Supplier will be required to provide a Think Tank report as described at Item C.A.2.	24 May 2019
Stakeholder Consultation Report	The Supplier will be required to provide a report as described in as described at Item C.A.2.	16 September 2019
Draft Clinical Pathway	The Supplier will be required to provide a draft peer-reviewed version of the Clinical Pathway as described at Item C.A.2.	4 November 2019
Final Clinical Pathway	The Supplier will be required to provide the final peer-reviewed version of the Clinical Pathway as described at Item C.A.2.	28 February 2020

The Supplier must ensure all reports are written in plain English, be suitable for publication and compliant with **Item C.A.2(a)**. All Reports will be published on the Department of Health website with the exception of the Monthly Progress Reports to the Customer.

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C.A.2(e) Meetings (face to face and via teleconference)

The Supplier is required to attend the following meetings with the Customer as a minimum for the provision of this requirement.

Meeting Type	Position(s) Required	Frequency	Teleconference/ Onsite	Location
<u>Project Planning</u> Conduct an Initial advanced Project Planning Meeting with the Customer as described at Item C.A.2.	<ul style="list-style-type: none"> Contract Managers Project Sponsor, Project Lead, Project Manager and Lead Analyst Assistant Secretary, Office of Health Protection Unless otherwise mutually agreed.	19 March 2019	Onsite	Canberra
<u>Monthly Progress Meetings</u> The Supplier is required to meet monthly with the Customer as described at Item C.A.2.	<ul style="list-style-type: none"> Project Sponsor, Project Lead and Project Manager Contract Managers Unless otherwise mutually agreed.	Monthly from commencement of the agreement (exact date to be confirmed with the Customer)	Teleconference	N/A
<u>Customer Workshop</u> The Supplier is required to deliver meet with the Customer to discuss the Clinical Pathway and approach to Phase 3 with the Customer as described at Item C.A.2.	<ul style="list-style-type: none"> Contract Managers Project Sponsor, Project Lead and Lead Analyst The Chief Medical Officer First Assistant Secretary, Office of Health Protection Assistant Secretary, Office of Health Protection Unless otherwise mutually agreed.	Early June 2019 (exact date to be confirmed with the Customer)	Onsite	Canberra
<u>Stakeholder Consultation Report Meeting</u> The Supplier is required to meet with the Customer to discuss the Stakeholder Consultation Report as described at Item C.A.2.	<ul style="list-style-type: none"> Contract Managers Project Sponsor, Project Lead and Lead Analyst First Assistant Secretary, Office of Health Protection Assistant Secretary, Office of Health Protection Unless otherwise mutually agreed.	Week beginning 23 September 2019 (exact date to be confirmed with the Customer)	Teleconference	N/A
<u>Ad-hoc meetings</u> As directed by the Customer	Mutually agreed as required.	TBC	Teleconference	N/A

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will arrange the venue for the Project Planning Meeting and the Customer Workshop.

The Customer will provide the Supplier with the necessary templates for AHPPC and CPC committee agenda papers and briefing notes.

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C.A.2(g) Customer Material

- a. Interim Report - *Growing evidence of an emerging tick-borne disease that causes a Lyme like illness for many Australian patients* – 4 May 2016.
https://www.aph.gov.au/Parliamentary_Business/Committees/Senate/Community_Affairs/Lyme-like_Illness/Interim_Report
- b. Australian Government response to the Senate - Community Affairs References Committee interim report: *Inquiry into the growing evidence of an emerging tick-borne disease that causes a Lyme-like illness for many Australian patients* – Interim Report – 9 November 2016.
https://www.aph.gov.au/Parliamentary_Business/Committees/Senate/Community_Affairs/Lymelikeillness45
- c. Final Report - *Growing evidence of an emerging tick-borne disease that causes a Lyme like illness for many Australian patients* – 30 November 2016.
https://www.aph.gov.au/Parliamentary_Business/Committees/Senate/Community_Affairs/Lymelikeillness45/Final_Report
- d. Australian Government response to the Senate - Community Affairs References Committee interim report: *Inquiry into the growing evidence of an emerging tick-borne disease that causes a Lyme-like illness for many Australian patients* – Final Report - 15 November 2017.
https://www.aph.gov.au/Parliamentary_Business/Committees/Senate/Community_Affairs/Lymelikeillness45/Government_Response
- e. Department of Health – DSCATT Forum – 18 April 2018 – Melbourne.
<http://www.health.gov.au/lyme-disease#dscatt>
- f. Department of Health – DSCATT Patient Group Forum – 27 July 2018 – Sydney.
http://www.health.gov.au/lyme-disease#dscatt_syd
- g. Department of Health – DSCATT Position Statement.
[http://www.health.gov.au/internet/main/publishing.nsf/Content/ohp-lyme-disease.htm/\\$File/Posit-State-Debilitating-Symptom-Complexes-Attributed-Ticks-June18.pdf](http://www.health.gov.au/internet/main/publishing.nsf/Content/ohp-lyme-disease.htm/$File/Posit-State-Debilitating-Symptom-Complexes-Attributed-Ticks-June18.pdf)
- h. Department of Health – Lyme disease in Australia Position Statement.
[http://www.health.gov.au/internet/main/publishing.nsf/Content/ohp-lyme-disease.htm/\\$File/Posit-State-Lyme-June18.pdf](http://www.health.gov.au/internet/main/publishing.nsf/Content/ohp-lyme-disease.htm/$File/Posit-State-Lyme-June18.pdf)
- i. An Australian guideline on the diagnosis of overseas acquired Lyme Disease/Borreliosis. (2015). Gary D. Lum, Jennie R. Hood, Phil Wright. Office of Health Protection, Australian Department of Health. [http://www.health.gov.au/internet/main/publishing.nsf/Content/ohp-lyme-disease.htm/\\$File/Aust-guideline-diagnosis-overseas-acquired-Lyme-disease.pdf](http://www.health.gov.au/internet/main/publishing.nsf/Content/ohp-lyme-disease.htm/$File/Aust-guideline-diagnosis-overseas-acquired-Lyme-disease.pdf)

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C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Email Address:	PublicInterestDisclosure@health.gov.au
Telephone:	02 6289 s22

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Procurement Advisory Services
Email Address:	procurement.advice@health.gov.au
Telephone:	02 6289 5924

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C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **s22**

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
25 March 2019	Delivery of the Project Plan	s22
8 May 2019	Delivery of the Think Tank	
16 September 2019	Delivery of the Stakeholder Consultation Report	
28 February 2020	Delivery of the Final Clinical Pathway	

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Director (GHPEHC)
Currently: s22
Telephone: 02 6289 s22
Mobile: s22
Email Address: s22@health.gov.au
Postal Address: Office of Health Protection
Department of Health
GPO Box 9848, Canberra ACT 2601

C.A.4(b) Customer's Address for Invoices:

To: s22@health.gov.au,
cc: s22@health.gov.au and s22@health.gov.au

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: Paul Houliston
Position Title: Director
Telephone: s22
Mobile: s22
Email Address: s22@allenandclarke.com.au
Postal Address: Level 19
567 Collins Street
Melbourne 3000, Australia

C.A.4(d) Supplier's Address for Notices

Name: Paul Houliston
Position Title: Managing Partner
Email Address: s22@allenandclarke.com.au
Postal Address: Level 19
567 Collins Street
Melbourne 3000, Australia

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C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Project Sponsor	Paul Houliston	NA	4%
Project Lead	Dr Robyn Haisman-Welsh	NA	25%
Project Manager	s22	NA	8%
Lead Analyst		NA	22%
Analyst		NA	18%
Expert Technical Advisor	Dr Virginia Hope	NA	12%
Expert Technical Advisor	Catherine Marshall	NA	11%

C.A.6 Subcontractors

Catherine Marshall will provide services under subcontract to the Supplier. The Supplier will be the principal to the Contract with the Customer.

The Institute of Environmental Science and Research (ESR) will provide services under subcontract to the Supplier. Dr Virginia Hope will be an Expert Technical Advisor providing services on behalf of ESR. The Supplier will be the principal to the Contract with the Customer.

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Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within thirty (30) calendar days after receiving it, or if this day is not a business day, on the next business day.

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Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

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

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

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The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts)

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) [*Delivery and Acceptance*], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer,
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,
(a) the Customer acting in good faith, may at any time; or
(b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

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In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and Item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the Corporations Act 2001 (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the Bankruptcy Act 1966 (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

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- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- A. Access to Supplier's Premises and Records:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.
- The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.
- The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.
- B. Privacy Act 1988 (Cth) Requirements:** In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- C. Confidential Information:** Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).
- The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's confidential information in a form acceptable to the Customer.
- The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.
- D. Security and Safety:** When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.
- The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Crimes Act 1914*) contains provisions relating to the protection of prescribed official information and sets out the penalties for the unauthorised disclosure of that information.
- E. Criminal Code:** The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.
- F. Fraud:** For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.
- The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.
- If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.
- G. Taxation:** The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



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Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading 'Additional Contract Terms'.

"Approach to Market or ATM" means the notice inviting potential suppliers to participate in the procurement.

"Closing Time" means the closing time specified in clause A.A.1 [*Key Events and Dates*].

"Contract" means the documentation specified in clause C.C.4 [*Precedence of Documents*].

"Contract Extension Option" means an option of a Customer to extend the term of a Contract for one or more additional time periods.

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

"Customer" means a party specified in a Contract as a Customer.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

"General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

"Goods and/or Services" means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

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

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

“Material” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means

“Moral Rights” means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement';
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services

“Specified Personnel” means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C 13 [*Specified Personnel*]

“Statement of Requirement” means the section of the Approach to Market with the heading 'Statement of Requirement'.

“Statement of Work” means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

“Supplier” means a party specified in a Contract as a Supplier.

This document has been released under
the Freedom of Information Act 1992
by the Department of Health and Ageing

Commonwealth Contract – Services

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Goods, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Dept of Health
ABN 83 605 426 759 by its duly authorised delegate in the presence of

Signature of witness

s22

Signature of delegate

s22

Name of witness (*print*)

s22

Name of delegate (*print*)

SARAH NORRIS

Position of delegate (*print*)

ASSISTANT SECRETARY

On:

26 March 2019

Executed by Allen and Clarke Policy and Regulatory Specialists Limited ABN 26 984 786 813 in
accordance with Section 127 of the Corporations Act 2001

Signature of director

s22

Signature of director/company secretary

(Please delete as applicable)

s22

Name of director (*print*)

PAUL HOULISTON

Name of director/company secretary (*print*)

s22

On:

26 March 2019