24 April 2018

Col Sandeep S Shaligram

Chief Executive Officer Pacific International Hospital Taurama, 3 Mile, PORT MORESBY Papua New Guinea

Email: s. 47F(1)

Dear Col Sandeep,

RFQ 0218 - Health Services in Papua New Guinea

I refer to our recent discussions regarding RFQ 0218 (RFQ) issued by the Department of Home Affairs (Department) to Pacific International Hospital (PIH) for the provision of health services in Papua New Guinea (Health Services).

As discussed with you, the Department has commenced its evaluation of the response provided by PIH to the RFQ. Given the range of issues raised in PIH's response to the RFQ, it is unlikely that the Department will be in a position to confirm a decision regarding the awarding of a contract for the ongoing provision of the Health Services and finalise negotiations in the short term. To ensure access to health care to Residents is maintained, the Department proposes to engage PIH to provide transition activities and commence initial delivery of the Health Services on the arrangements set out in the letter.

Draft contract

The Department proposes that version of the draft contract attached to the RFQ (Draft Contract) apply to all Health Services performed by PIH under these arrangements, subject to the following amendments:

- Provisions dealing with possible novation to a PNG agency will not apply
- PIH will not be required to obtain additional levels of insurance, provided PIH confirms its existing insurances will cover the provision of Health Services under this arrangement
- Financial undertakings will not be required
- Performance management framework, and in particular the abatement process, will not apply

PIH will commence transition activities from the date of this letter, with full delivery of Health Services as set out in the RFQ (other than vector control) to commence on 1 May 2018.

Pricing

Pricing for the delivery of Health Services will be as follows:

- Reimbursement of transition-in costs up to a 'do not exceed' cap of (excl GST) unless covered under the short-term recruitment cost. This is based on the estimated costs included in PIH's response to the RFQ for total transition-in costs. PIH must obtain prior approval for each transition-in cost being claimed before the cost is incurred:
- reimbursement of short-term recruitment costs for clinical staff during the transition-in period as agreed with the Department as a pass through cost. PIH must seek approval from the Department for the estimated cost before the cost is incurred and provide full substantiation for the short-term recruitment pass-through costs being claimed;
- a fixed amount of s. 47(1)(b) (excl GST) per month for the delivery of Health Services on a pro-rata basis. This is based on PIH's submitted monthly Health Services Fee (HSF) for both ELRTC and POM and Overhead Fee (OF). Vector control services are not to be delivered by PIH under this LOI and these costs have been excluded;
- a 'do not exceed' cap of s. 47(1)(b) (excl GST) per month for pass through costs (other than the short-term recruitment and insurance costs noted in this section) and any specialist consultation costs excluded from and not covered by the HSF. This is based on PIH's submitted schedule of fees and rates. PIH must provide full substantiation for all pass-through and specialist consultation costs being claimed; and
- reimbursement of insurance costs for PIH to deliver services at the ELRTC as a pass through cost. PIH must seek approval from the Department for the estimated cost before the cost is incurred and provide full substantiation for the ELRTC specific insurance pass-through costs being claimed.

Assets

PIH acknowledges that where the Department pays for any 'assets' (including 'loose assets') during this period, they remain the property of the Department. In the event that this letter is terminated or expires and the parties do not enter into a contract for ongoing delivery of Heal Services, PIH must return these assets to the Department or its nominee.

Term

These arrangements will apply for an initial 6 week period, covering an approximately 2 week transition period and the first month of service delivery from 1 May. The Department will have the option of extending the term for additional months, by giving PIH 2 weeks' notice.

This arrangement can be terminated by the Commonwealth at any time. There will be not entitlement to additional payments in the event of termination (including but not limited to under clause 65 of the Draft Contract).

Subject to Delegate approval, during this period, the parties will conduct negotiations on the areas on non-compliance raised in PIH's response to the RFQ, with the initial focus on the significant negotiation issues. If these negotiations are successful, any agreed contractual arrangements would then apply to the ongoing delivery of Health Services. However, it important to note that entering into the arrangements set out in this letter should not be interpreted.

as indicating that the Department has accepted PIH's response or will enter into a contract with PIH for ongoing delivery of Health Services.

Execution

Please could you sign the signature block on the following page where indicated and return the counter signed letter to confirm the agreement of PIH to the arrangement proposed in this letter.

Yours sincerely

s. 22(1)(a)(ii)

David Nockels
First Assistant Secretary
Property and Major Contracts Division

24 April 2018

The Commonwealth of Australia, represented by the Department of Home Affairs hereby agrees to be bound by the enclosed Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of the Commonwealth of Australia, represented by the Department of Home Affairs by: 's. 22(1)(a)(ii)	s. 22(1)(a)(ii)
Signature of authorised representative AUID WOCKEUS	Signature of witness s. 22(1)(a)(ii)
Name of authorised representative (print)	Name of witness (print)
Date 24 4/14	24/04/2018.

Pacific International Hospital hereby agrees to provide the Services and be bound by the enclosed Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of Pacific International Hospital by a duly authorised representative: s. 47F(1)	s. 47F(1)
Signature of authorised representative Col Sandsep & Strallynam	Signature of witness s. 47F(1)
Name of authorised representative (print)	Name of witness (print)
Date 24/04/2018	24/04/2018

PH: 323 4400 FAX: 323 4600







Col Sandeep S Shaligram

Chief Executive Officer Pacific International Hospital Taurama, 3 Mile, PORT MORESBY Papua New Guinea

Email: s. 47F(1)

Dear Col Sandeep,

RFQ 0218 - Health Services in Papua New Guinea

I refer to our recent discussions regarding RFQ 0218 (RFQ) issued by the Department of Home Affairs (Department) to Pacific International Hospital Limited (PIH) for the provision of health services in Papua New Guinea (Health Services).

PIH is currently providing health services to Residents and Recipients under a letter dated 24 April 2018 (Letter of Intent). Discussions between the parties have commenced in relation to a number of issues raised in PIH's response to the RFQ. The Department remains keen to progress these discussions, however it is unlikely that they will be finalised before the expiration of the arrangements set out in the Letter of Intent.

To ensure ongoing access to health care for Residents and Recipients, and in accordance with the Letter of Intent, the Department hereby notifies PIH of the extension of the arrangements set out in the Letter of Intent for the delivery of Health Services by PIH for a further period of ten weeks, expiring on 21 August 2018 on the terms set out in the Letter of Intent and in this letter.

Draft contract

Consistent with the arrangements that apply under the Letter of Intent, the Department confirms that the version of the draft contract attached to the RFQ (**Draft Contract**) will continue to apply to all Health Services performed by PIH under these arrangements, subject to the following amendments:

- Provisions dealing with possible novation to a PNG agency will not apply
- PIH will not be required to obtain additional levels of insurance, provided PIH confirms its existing insurances will cover the provision of Health Services under this arrangement
- Financial undertakings will not be required
- Performance management framework, and in particular the abatement process, will not apply.

The Department confirms that PIH will continue with the full delivery of Health Services as set out in the RFQ (other than vector control).

Pricing

Pricing for the delivery of Health Services during this extension period will be as follows:

 a fixed amount of s. 47(1)(b) (excl GST) per month for the delivery of Health Services on a pro-rata basis. This is based on PIH's submitted monthly Health Services

s. 22(1)(a)(ii)

- reimbursement of short-term recruitment costs for clinical staff during the transition-in period up to a 'do not exceed' cap of s. 47(1)(b) (excl GST) for the 10 week period as a pass through cost. PIH must seek approval from the Department for the estimated cost before the cost is incurred and provide full substantiation for the short-term recruitment pass-through costs being claimed;
- a 'do not exceed' cap of s. 47(1)(b) (excl GST) per month for pass through costs (other than the short-term recruitment costs noted in this section) and any specialist consultation costs excluded from and not covered by the HSF. This is based on PIH's submitted schedule of fees and rates. PIH must provide full substantiation for all pass-through and specialist consultation costs being claimed; and
- reimbursement of insurance costs for PIH to deliver services at the ELRTC as a pass through cost. PIH must seek approval from the Department for the estimated cost before the cost is incurred and provide full substantiation for the ELRTC specific insurance pass-through costs being claimed.

The Department confirms that the transition-in arrangements set out in the Letter of Intent have now been completed and therefore there will be no additional payments in relation to these particular activities.

Assets

Consistent with the Letter of Intent, PIH acknowledges that where the Department pays for any 'assets' (including 'loose assets'), they remain the property of the Department. In the event that these arrangements are terminated or expire and the parties do not enter into a contract for ongoing delivery of Health Services, PIH must return these assets to the Department or its nominee.

Term

As noted above, these arrangements will apply for a further ten week period, from 12 June 2018 to 21 August 2018. As set out in the Letter of Intent, the Department will continue to have the option of further extending the term of this arrangement for additional months by giving PIH two weeks' notice. The arrangements continue to be able to be terminated by the Commonwealth at any time and PIH acknowledges there will be no entitlement to additional payments in the event of termination (including but not limited to under clause 65 of the Draft Contract).

Subject to Delegate approval, during this period, the parties will continue to discuss the areas on non-compliance raised in PIH's response to the RFQ, with the initial focus to continue to be on the significant negotiation issues. If these negotiations are successful, any agreed contractual arrangements would then apply to the ongoing delivery of Health Services. As set out in the Letter of Intent, the extension of the arrangements set out in this letter should not be interpreted as indicating that the Department has accepted PIH's response or will enter into a contract with PIH for ongoing delivery of Health Services.

s. 22(1)(a)(ii)

Execution

Please could you sign the signature block on the following page where indicated and return the counter signed letter to confirm the acknowledgment of PIH to the Department's extension of these arrangements as set out in this letter.

Yours sincerely

s. 22(1)(a)(ii)

David Nockels
First Assistant Secretary
Property and Major Contracts Division
Corporate and Enabling Group
Department of Home Affairs

6 June 2018

s. 22(1)(a)(ii)

The Commonwealth of Australia, represented by the Department of Home Affairs hereby extends the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of the Commonwealth of Australia, represented by the Department of Home Affairs by: s. 22(1)(a)(ii)	s. 22(1)(a)(ii)
Signature of authorised representative DAUID MOCKELS	Signature of witness s. 22(1)(a)(ii)
Name of authorised representative (print)	Name of witness (print)
12 6 18 Date	12/6/18

Pacific International Hospital hereby acknowledges the extension of the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of Pacific International Hospital Limited by a duly authorised representative: s. 47F(1)	s. 47F(1)
Signature of authorised representative COL SAVINGE S SHAUGRAM.	Signature of witness s. 47F(1)
Name of authorised representative (print)	Name of witness (print)
Date 2018	07/06/2018

CHIEF EXECUTIVE OFFICER
PACIFIC INTERNATIONAL HOSPITAL
P.O. BOX 6103, BOROKO, NCD
PH: 323 4400 FAX: 323 4600

8 August 2018

Col Sandeep S Shaligram

Chief Executive Officer
Pacific International Hospital
Taurama, 3 Mile, PORT MORESBY
Papua New Guinea
Email: s. 47F(1)

Dear Col Sandeep,

RFQ 0218 - Health Services in Papua New Guinea

I refer to our continuing discussions regarding RFQ 0218 (RFQ) issued by the Department of Home Affairs (**Department**) to Pacific International Hospital Limited (**PIH**) for the provision of health services in Papua New Guinea (**Health Services**).

PIH is currently providing health services to Residents and Recipients under a letter dated 24 April 2018 (**Letter of Intent 1**), which was amended by a second letter (**Letter of Intent 2**) signed by the Department on 12 June 2018. In this letter, Letter of Intent 1 as amended by Letter of Intent 2 is referred to as the **Letter of Intent**.

Discussions between the parties in relation to a number of issues raised in PIH's response to the RFQ remain ongoing. The Department acknowledges that the parties have made progress in their recent discussions and remains keen to progress these discussions, however it is unlikely that they will be finalised before the expiration of the arrangements set out in the Letter of Intent.

To ensure ongoing access to health care for Residents and Recipients, and in accordance with the Letter of Intent, the Department hereby notifies PIH of the extension of the arrangements set out in the Letter of Intent for the delivery of Health Services by PIH for a further period expiring on 16 October 2018 on the terms set out in the Letter of Intent, as amended by this letter.

The amendments to the arrangement included in this letter:

- amend the amount of fees payable and pass through costs reimbursed
- end the reimbursement of short term recruitment costs given the Letter of Intent will apply for a longer period, and
- reduce the notice period for further extensions.

Draft contract

Consistent with the arrangements that apply under the Letter of Intent, the Department confirms that the version of the draft contract attached to the RFQ (**Draft Contract**) will continue to apply to all Health Services performed by PIH under these arrangements, subject to the following amendments:

- Provisions dealing with possible novation to a PNG agency will not apply
- PIH will not be required to obtain additional levels of insurance, provided PIH confirms its existing insurances will cover the provision of Health Services under this arrangement
- Financial undertakings will not be required
- Performance management framework, and in particular the abatement process, will not apply.

The Department confirms that PIH will continue with the full delivery of Health Services as set out in the RFQ (other than vector control).

Pricing

Pricing for the delivery of Health Services during this extension period will be as follows:

- a fixed amount of s. 47(1)(b) (excl GST) per month for the delivery of Health Services on a pro-rata basis. This comprises of PIH's ELRTC Health Services Fee (ELRTC HSF) of s. 47(1)(b) (excl GST) per month, POM HSF of S. 47(1)(b) (excl GST) per month, and the Overhead Fee (OF) of S. 47(1)(b) (excl GST) per month. Vector control services are not to be delivered by PIH under this LOI and these costs have been excluded;
- a 'do not exceed' cap of s. 47(1)(b) (excl GST) per month for pass through costs and any specialist consultation costs excluded from and not covered by the HSF. This is based on PIH's submitted schedule of fees and rates. PIH must provide full substantiation for all pass-through and specialist consultation costs being claimed;
- from 21 August 2018, short-term recruitment costs will not be reimbursed by the Department. The 'do not exceed' cap of substantiation arrangements for these costs continues to apply for the period up to 21 August 2018; and
- reimbursement of insurance costs for PIH to deliver services at the ELRTC as a pass through cost. PIH must seek approval from the Department for the estimated cost before the cost is incurred and provide full substantiation for the ELRTC specific insurance pass-through costs being claimed.

The Department confirms that the transition-in and short term recruitment arrangements set out in the Letter of Intent have now been completed and therefore there will be no additional payments in relation to these particular activities. Other than these matters, the Department confirms that this pricing is consistent with the arrangements set out in the Letter of Intent.

Assets

Consistent with the Letter of Intent, PIH acknowledges that where the Department pays for any 'assets' (including 'loose assets'), they remain the property of the Department. In the event that these arrangements are terminated or expire and the parties do not enter into a contract for ongoing delivery of Health Services, PIH must return these assets to the Department or its nominee.

Term

As noted above, these arrangements will apply to 16 October 2018. The Department will continue to have the option of further extending the term of this arrangement for additional months by giving PIH one weeks' notice. The arrangements continue to be able to be terminated by the Commonwealth at any time and PIH acknowledges there will be no entitlement to additional payments in the event of termination (including but not limited to under clause 65 of the Draft Contract).

Subject to Delegate approval, during this period, the parties will continue to discuss the areas on non-compliance raised in PIH's response to the RFQ. If these negotiations are successful, any agreed contractual arrangements would then apply to the ongoing delivery of Health Services. As set out in the Letter of Intent, the extension of the arrangements set out in this letter should not be interpreted as indicating that the Department has accepted PIH's response or will enter into a contract with PIH for ongoing delivery of Health Services.

Execution

Please could you sign the signature block on the following page where indicated and return the counter signed letter to confirm the acknowledgment of PIH to the Department's extension of these arrangements as set out in this letter, and your agreement to the amendments to the arrangements for the extension period.

Yours sincerely

s. 22(1)(a)(ii)

David Nockels
First Assistant Secretary
Property and Major Contracts Division
Corporate and Enabling Group
Department of Home Affairs

The Commonwealth of Australia, represented by the Department of Home Affairs hereby extends the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of the Commonwealth of Australia. represented by the Department of Home Affairs by s. 22(1)(a)(ii)	s. 22(1)(a)(ii)
Signature of authorised representative DAVED NOCKELS	Signature of witness s. 22(1)(a)(ii)
Name of authorised representative (print)	Name of witness (print)
13/8/18 Date	13/8/18

Pacific International Hospital hereby acknowledges the extension of the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of Pacific International Hospital Limited by a duly authorised r.S. 47F(1)	s. 47F(1)
Signature of astnorised representative	Signature of witness s. 47F(1)
Name of authorised representative (print)	Name of witness (print)
Date 10/08/2018	10 08 2018

CHIEF EXECUTIVE OFFICER
PACIFIC INTERNATIONAL HOSPITAL
P.O. BOX 6103, BOROKO, NCD
PH: 323 4400 FAX: 323 4600



Col Sandeep S Shaligram

Chief Executive Officer
Pacific International Hospital
Taurama, 3 Mile, PORT MORESBY
Papua New Guinea
Email: §s. 47F(1)

Dear Col Sandeep,

RFQ 0218 - Health Services in Papua New Guinea

I refer to our continuing discussions regarding RFQ 0218 (RFQ) issued by the Department of Home Affairs (**Department**) to Pacific International Hospital (**PIH**) for the provision of health services in Papua New Guinea (**Health Services**).

PIH is currently providing health services to Residents and Recipients under a letter dated 24 April 2018 (Letter of Intent 1), which was amended by a second letter (Letter of Intent 2) signed by the Department on 12 June 2018 and a third letter (Letter of Intent 3) signed by the Department on 8 August 2018. In this letter, Letter of Intent 1 as amended by Letter of Intent 2 and Letter of Intent 3 is referred to as the Letter of Intent.

Discussions between the parties in relation to a number of issues raised in PIH's response to the RFQ remain ongoing. The Department acknowledges that the parties have made progress in their recent discussions and remains keen to progress these discussions, however it is unlikely that they will be finalised before the expiration of the arrangements set out in the Letter of Intent.

To ensure ongoing access to health care for Residents and Recipients, and in accordance with the Letter of Intent, the Department hereby notifies PIH of the extension of the arrangements set out in the Letter of Intent for the delivery of Health Services by PIH for a further period expiring on 31 December 2018 on the terms set out in the Letter of Intent, as amended by this letter.

- The amendments to the arrangement included in this letter: amend the amount of fees payable and pass through costs reimbursed, and
- confirm the effect on the term of the contract resulting from the extension of the Letter
 of Intent.

Draft contract

Consistent with the arrangements that apply under the Letter of Intent, the Department confirms that the version of the draft contract attached to the RFQ (**Draft Contract**) will continue to apply to all Health Services performed by PIH under these arrangements, subject to the following amendments:

- Provisions dealing with possible novation to a PNG agency will not apply.
- PIH will not be required to obtain additional levels of insurance, provided PIH confirms its existing insurances will cover the provision of Health Services under this arrangement.
- Financial undertakings will not be required.
- Performance management framework, and in particular the abatement process, will not apply.
- The term of the contract is extended to 31 December 2018 without a requirement for the Department to exercise an option to extend the contract in accordance with clause 2.2 (the Department's decision on the term of the contract and any remaining options will be confirmed as part of further contract negotiations).

The Department confirms that PIH will continue with the full delivery of Health Services as set out in the RFQ (other than vector control).

Pricing

Pricing for the delivery of Health Services during this extension period will be as follows:

- a fixed amount of s. 47(1)(b) (excl GST) per month for the delivery of Health Services on a pro-rata basis. This comprises of PIH's ELRTC Health Services Fee (ELRTC HSF) of s. 47(1)(b) (excl GST) per month, POM HSF of s. 47(1)(b) GST) per month, and the Overhead Fee (OF) of 47(1)(b) (excl GST) per month;
- a 'do not exceed' cap of s. 47(1)(b) (excl GST) per month for pass through costs and any specialist consultation costs excluded from and not covered by the HSF. This is based on PIH's submitted schedule of fees and rates. PIH must provide full substantiation for all pass-through and specialist consultation costs being claimed; and
- reimbursement of insurance costs for PIH to deliver services at the ELRTC as a pass through cost. PIH must seek approval from the Department for the estimated cost before the cost is incurred and provide full substantiation for the ELRTC specific insurance pass-through costs being claimed.

The Department confirms that the transition-in and short term recruitment arrangements set out in the Letter of Intent have now been completed and therefore there will be no additional payments in relation to these particular activities. Other than these matters, the Department confirms that this pricing is consistent with the arrangements set out in the Letter of Intent.

Assets

Consistent with the Letter of Intent, PIH acknowledges that where the Department pays for any assets' (including 'loose assets'), they remain the property of the Department. In the event that these arrangements are terminated or expire and the parties do not enter into a contract for ongoing delivery of Health Services, PIH must return these assets to the Department or its nominee. Consistent with the Letter of Intent, PIH acknowledges that where the Department pays for any

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Term

As noted above, these arrangements will apply to 31 December 2018. The Department will continue to have the option of further extending the term of this arrangement for additional months by giving PIH one weeks' notice. The arrangements continue to be able to be terminated by the Commonwealth at any time and PIH acknowledges there will be no entitlement to additional payments in the event of termination (including but not limited to under clause 65 of the Draft Contract).

Subject to Delegate approval, during this period, the parties will continue to discuss the areas on non-compliance raised in PIH's response to the RFQ. If these negotiations are successful, any agreed contractual arrangements would then apply to the ongoing delivery of Health Services (including with respect to the term of the contract and any options for the Department to further extend the term). As set out in the Letter of Intent, the extension of the arrangements set out in this letter should not be interpreted as indicating that the Department has accepted PIH's response or will enter into a contract with PIH for ongoing delivery of Health Services.

Execution

Please could you sign the signature block on the following page where indicated and return the counter signed letter to confirm the acknowledgment of PIH to the Department's extension of these arrangements as set out in this letter, and your agreement to the amendments to the arrangements for the extension period.

Yours sincerely

s. 22(1)(a)(ii)

David Nockels
First Assistant Secretary
Property and Major Contracts Division
Corporate and Enabling Group
Department of Home Affairs

i 5 October 2018

The Commonwealth of Australia, represented by the Department of Home Affairs hereby extends and varies the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of the Commonwealth of Australia, represented by the Department of Home Affairs by: s. 22(1)(a)(ii)	s. 22(1)(a)(ii)
Signature of authorised representative DAVED NOCKEZS	Signature of witness s. 22(1)(a)(ii)
Name of authorised representative (print)	Name of witness (print)
Date 10(18	16/10/18

Pacific International Hospital hereby acknowledges the extension of the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of Pacific International Hospital by a duly authorised representative:	
Signature of authorised representative s. 47F(1)	Signature of witness s. 47F(1)
Name of authorised representative (print) COL Sawdeep & Shrahignam	Name of witness (print) s. 47F(1)
Date 16 October 2018.	Ne/10/2018.

Col Sandeep S Shaligram

Chief Executive Officer Pacific International Hospital Taurama, 3 Mile, PORT MORESBY Papua New Guinea Email: s. 47F(1)

Dear Col Sandeep.

RFQ 0218 - Health Services in Papua New Guinea

I refer to our continuing discussions regarding RFQ 0218 (RFQ) issued by the Department of Home Affairs (Department) to Pacific International Hospital (PIH) for the provision of health services in Papua New Guinea (Health Services).

PIH is currently providing health services to Residents and Recipients under a letter dated 24 April 2018 (Letter of Intent 1), which was amended by a second letter (Letter of Intent 2) signed by the Department on 12 June 2018, a third letter (Letter of Intent 3) signed by the Department on 8 August 2018 and a fourth letter (Letter of Intent 4) signed by the Department on 16 October 2018. In this letter, Letter of Intent 1 as amended by Letter of Intent 2, Letter of Intent 3, and Letter of Intent 4 is referred to as the Letter of Intent.

Discussions between the parties in relation to a number of issues raised in PIH's response to the RFQ remain ongoing. The Department acknowledges that the parties have made progress in their recent discussions and remains keen to progress these discussions, and notes that it is likely that they will be finalised before the expiration of the arrangements set out in the Letter of Intent.

To ensure ongoing access to health care for Residents and Recipients, and in accordance with the Letter of Intent, the Department hereby notifies PIH of the extension of the arrangements set out in the Letter of Intent for the delivery of Health Services by PIH for a further period expiring on 28 February 2019 on the terms set out in the Letter of Intent, as amended by this letter. These amendments aim to reflect the outcomes of the continued discussions with regards to the draft contract.

The amendments to the arrangement included in this letter:

- amend the arrangements relating to the application of the performance management framework

 amend the amount of fees payable and pass through costs reimbursed, and
- confirm the effect on the term of the contract resulting from the extension of the Letter of Intent.

Draft contract

Consistent with the arrangements that apply under the Letter of Intent, the Department confirms that the version of the draft contract attached to the RFQ (**Draft Contract**) will continue to apply to all Health Services performed by PIH under these arrangements, subject to the following amendments:

- Provisions dealing with possible novation to a PNG agency will not apply.
- PIH will not be required to obtain additional levels of insurance, provided PIH confirms its existing insurances will cover the provision of Health Services under this arrangement.
- Schedule 4 (Performance Management Framework and Performance Measures) attached to this Letter of Intent (Performance Management Framework), including its abatement regime, will apply from 1 January 2019 as though references in Schedule 4 to 'Services Provider' were references to 'Health Services Provider'.
- The term of the contract is extended to 28 February 2019 without a requirement for the
 Department to exercise an option to extend the contract in accordance with clause 2.2
 (the Department's decision on the term of the contract and any remaining options will
 be confirmed as part of further contract negotiations).

The Department confirms that PIH will continue with the full delivery of Health Services as set out in the RFQ (other than vector control).

Pricing

Pricing for the delivery of Health Services during this extension period will be as follows:

- a fixed amount of s. 47(1)(b) (excl GST) per month for the delivery of Health Services on a pro-rata basis. This comprises of PIH's ELRTC Health Services Fee (ELRTC HSF) of s. 47(1)(b) (excl GST) per month, POM HSF of s. 47(1)(b) (excl GST) per month, and the Overhead Fee (OF) of s. 47(1)(b) (excl GST) per month;
- a 'do not exceed' cap of s.47(1)(b) (excl GST) per month for pass through costs including specialist consultation and treatment costs excluded from and not covered by the HSF. The specialist consultation and treatment fees charged under this fee category must be based on PIH's submitted Schedule of Rates and fees. PIH must provide full substantiation for all pass-through and specialist consultation costs being claimed; and
- reimbursement of insurance costs for PIH to deliver services at the ELRTC as a pass
 through cost. PIH must seek approval from the Department for the estimated cost
 before the cost is incurred and provide full substantiation for the ELRTC specific
 insurance pass-through costs being claimed.

This pricing will be subject to the abatement regime set out in the Performance Management Framework.

The Department confirms that the transition-in and short term recruitment arrangements set out in the Letter of Intent have now been completed and therefore there will be no addition payments in relation to these particular activities. Other than these matters, the Department confirms that this pricing is consistent with the arrangements set out in the Letter of Intent.

Assets

Consistent with the Letter of Intent, PIH acknowledges that where the Department pays for any 'assets' (including 'loose assets'), they remain the property of the Department. In the event that these arrangements are terminated or expire and the parties do not enter into a contract for ongoing delivery of Health Services, PIH must return these assets to the Department or its nominee.

Term

As noted above, these arrangements will apply to 28 February 2019. The Department will continue to have the option of further extending the term of this arrangement for additional months by giving PIH one weeks' notice. The arrangements continue to be able to be terminated by the Commonwealth at any time and PIH acknowledges there will be no entitlement to additional payments in the event of termination (including but not limited to under clause 65 of the Draft Contract).

Subject to Delegate approval, during this period, the parties will continue to discuss the areas of non-compliance raised in PIH's response to the RFQ. If these negotiations are successful, any agreed contractual arrangements would then apply to the ongoing delivery of Health Services (including with respect to the term of the contract and any options for the Department to further extend the term). As set out in the Letter of Intent, the extension of the arrangements set out in this letter should not be interpreted as indicating that the Department has accepted PIH's response or will enter into a contract with PIH for ongoing delivery of Health Services.

Execution

Please could you sign the signature block on the following page where indicated and return the counter signed letter to confirm the acknowledgment of PIH to the Department's extension of these arrangements as set out in this letter, and your agreement to the amendments to the arrangements for the extension period.

Yours sincerely

s. 22(1)(a)(ii)

Claire Roennfeldt

Acting First Assistant Secretary
Property and Major Contracts Division
Corporate and Enabling Group
Department of Home Affairs

2/ December 2018

Attachment

Schedule 4 Performance Management Framework

The Commonwealth of Australia, represented by the Department of Home Affairs hereby extends and varies the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of the Commonwealth of Australia, represented by the Department of Home Affairs by: s. 22(1)(a)(ii)	s. 22(1)(a)(ii)
Signature of authorised representative Claike ROENNFELDT	Signature of withess s. 22(1)(a)(ii)
Name of authorised representative (print) ALS FIRST ASSISTANT STORETT, PMCD.	Name of witness (print)
Date 28 December 2018	28 12 2018

Pacific International Hospital hereby acknowledges the extension of the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of Pacific International Hospital by a duly authorised representative: s. 47F(1)	s. 47F(1)
Signature of authorised representative COL SANDOUP 3 SHAC IGRAM	Signature of witness s. 47F(1)
Name of authorised representative (print)	Name of witness (print)
Date 24 December 2018.	24 Breunton 2018

CHIEF EXECUTIVE OFFICER
PACIFIC INTERNATIONAL HOSPITAL
P.O. BOX 6103, BOROKO, NCD
PH: 323 4400 FAX: 323 4600

20 February 2019

Col Sandeep S Shaligram

Chief Executive Officer Pacific International Hospital Taurama, 3 Mile, PORT MORESBY Papua New Guinea Email: s. 47F(1)

Dear Col Sandeep,

RFQ 0218 - Health Services in Papua New Guinea

I refer to our continuing discussions regarding RFQ 0218 (RFQ) issued by the Department of Home Affairs (Department) to Pacific International Hospital (PIH) for the provision of health services in Papua New Guinea (Health Services).

PIH is currently providing health services to Residents and Recipients under a letter dated 24 April 2018 (Letter of Intent 1), which was amended by a second letter (Letter of Intent 2) signed by the Department on 12 June 2018, a third letter (Letter of Intent 3) signed by the Department on 8 August 2018, a fourth letter (Letter of Intent 4) signed by the Department on 16 October 2018, and a fifth letter (Letter of Intent 5) signed by the Department on 28 December 2018. In this letter, Letter of Intent 1 as amended by Letter of Intent 2, Letter of Intent 3, Letter of Intent 4 and Letter of Intent 5 is referred to as the Letter of Intent.

Discussions between the parties in relation to a number of issues raised in PIH's response to the RFQ remain ongoing. The Department acknowledges that the parties have made progress in their recent discussions and remains keen to progress these discussions, and notes that it-islikely that they will be finalised before the expiration of the arrangements set out in the Letter of Intent.

To ensure ongoing access to health care for Residents and Recipients, and in accordance with the Letter of Intent, the Department hereby notifies PIH of the extension of the arrangements 🕏 out in the Letter of Intent for the delivery of Health Services by PIH for a further period expiring on 30 June 2019 on the terms set out in the Letter of Intent, as amended by this letter. The set amendments aim to reflect the outcomes of the continued discussions with regards to the draftcontract. Desartment

The amendments to the arrangement included in this letter:

- amend the amount of fees payable and pass through costs reimbursed
- confirm that the In-Patient Mental Health Care Service referred to in our notice 30 January 2019 will continue to apply in accordance with that notice, and
- confirm the effect on the term of the contract resulting from the extension of the Letter of Intent.

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Draft contract

Consistent with the arrangements that apply under the Letter of Intent, the Department confirms that the version of the draft contract attached to the RFQ (Draft Contract) will continue to apply to all Health Services performed by PIH under these arrangements, subject to the following amendments:

- Provisions dealing with possible novation to a PNG agency will not apply.
- PIH will not be required to obtain additional levels of insurance, provided PIH confirms its existing insurances will cover the provision of Health Services under this arrangement.
- Schedule 4 (Performance Management Framework and Performance Measures) attached to the Fifth Letter of Intent (Performance Management Framework), including its abatement regime, will continue to apply as though references in Schedule 4 to 'Services Provider' were references to 'Health Services Provider'.
- The term of the contract is extended to 30 June 2019 without a requirement for the Department to exercise an option to extend the contract in accordance with clause 2.2 (the Department's decision on the term of the contract and any remaining options will be confirmed as part of further contract negotiations).
- PIH will continue to provide the Additional Services notified by the Department on 30 January 2019 relating to an In-Patient Mental Health Care Service until 30 June 2019 (unless otherwise agreed by the parties). Those Additional Services will be provided on the terms and conditions set out in that notice. Notwithstanding clause 32.2 of the Draft Contract, the Additional Fee payable for these Additional Services will be as set out in that notice and the proposal attached to that notice. Notwithstanding clause 32.5(b) of the Draft Contract, the Contract Administrator will not be required to update any part of the Draft Contract.

The Department confirms that PIH will continue with the full delivery of Health Services as set out in the RFQ (other than vector control).

Pricing

Pricing for the delivery of Health Services during this extension period will be as follows:

- a fixed amount of \$s. 47(1)(b) (excl GST) per month for the delivery of Health Services on a pro-rata basis. This comprises of PIH's ELRTC Health Services Fee (ELRTC HSF) of s. 47(1)(b) (excl GST) per month, POM HSF of s. 47(1)(b) GST) per month, and the Overhead Fee (OF) of s. 47(1)(b) (excl GST) per month;
- a 'do not exceed' cap of s. 47(1)(b) (excl GST) per month for pass through costs including specialist consultation and treatment costs excluded from and not covered by the HSF. The specialist consultation and treatment fees charged under this fee category must be based on PIH's submitted Schedule of Rates and fees. PIH must provide full substantiation for all pass-through and specialist consultation costs being claimed; and
- reimbursement of insurance costs for PIH to deliver services at the ELRTC as a pass through cost. PIH must seek approval from the Department for the estimated costbefore the cost is incurred and provide full substantiation for the ELRTC specific insurance pass-through costs being claimed.

This pricing will be subject to the abatement regime set out in the Performance Management Framework. The Department confirms that the transition-in and short term recruitment arrangements set out in the Letter of Intent have now been completed and therefore there will be no additional payments in relation to these particular activities. Other than these matters, the Department confirms that this pricing is consistent with the arrangements set out in the Letter of Intent.

Assets

Consistent with the Letter of Intent, PIH acknowledges that where the Department pays for any 'assets' (including 'loose assets'), they remain the property of the Department. In the event that these arrangements are terminated or expire and the parties do not enter into a contract for ongoing delivery of Health Services, PIH must return these assets to the Department or its nominee.

Term

As noted above, these arrangements will apply to 30 June 2019. The Department will continue to have the option of further extending the term of this arrangement for additional months by giving PIH one weeks' notice. The arrangements continue to be able to be terminated by the Commonwealth at any time and PIH acknowledges there will be no entitlement to additional payments in the event of termination (including but not limited to under clause 65 of the Draft Contract).

Subject to Delegate approval, during this period, the parties will continue to discuss the areas of non-compliance raised in PIH's response to the RFQ. If these negotiations are successful, any agreed contractual arrangements would then apply to the ongoing delivery of Health Services (including with respect to the term of the contract and any options for the Department to further extend the term). As set out in the Letter of Intent, the extension of the arrangements set out in this letter should not be interpreted as indicating that the Department has accepted PIH's response or will enter into a contract with PIH for ongoing delivery of Health Services.

Execution

Please could you sign the signature block on the following page where indicated and return the counter signed letter to confirm the acknowledgment of PIH to the Department's extension of these arrangements as set out in this letter, and your agreement to the amendments to arrangements for the extension period.

Yours sincerely

David Nockels
First Assistant Secretary
Property and Major Contracts Division
Corporate and Enabling Group
Department of Home Affairs

22 February 2019 counter signed letter to confirm the acknowledgment of PIH to the Department's extension of

s. 22(1)(a)(ii)

Act Information Freedom of the B

Released by Department of Home Affairs under the Freedom of Information Act 1982

The Commonwealth of Australia, represented by the Department of Home Affairs hereby extends and varies the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of the Commonwealth of Australia, represented by the Department of Home Affairs by: s. 22(1)(a)(ii)	s. 22(1)(a)(ii)
Signature of authorised representative ANIA WOCKELS	Signature of witness s. 22(1)(a)(ii)
Name of authorised representative (print) 27 02 2019 Date	Name of witness (print)

Pacific International Hospital hereby acknowledges the extension of the arrangements set out in the Letter of Intent for the provision of Health Services under the Draft Contract in accordance with the terms set out in this letter.

SIGNED for and on behalf of Pacific International Hospital by a duly authorised representative:	
Signature of authorised representative s. 47F(1)	Signature of witness s. 47F(1)
Name of authorised representative (print)	Name of witness (print)
COL SANDUCP S HAUSEAM	s. 47F(1)
Date 25/02/2019.	25/2/2019.

Additional Service Request (ASR) Form

This form is to be used for all submissions involving procurement or Additional Services Request.

Submit to s. 47E(d) @homeaffairs.gov.au and any other relevant people.

s. 47F(1)			Department reference: PIH 003 (DEPT. USE ONLY)			
2. Version ((DEPT. USE ONLY)			
Version 1	Date: 28 March 2019	Ori	ginal Submission			
Version 2	ersion 2 Date:					
Version 3 Date:						
3. Location,	/Facility					
4. Administ	trative Details – Contac	t Officer				
Name			ep Shaligram, Chief Executive Officer, Pacific International Hospital (PIH)		
Contact Pho	one Number	T: s. 47F(1				
Contact E-n		s. 47F(1)				
	A PERSONAL PROPERTY OF THE PARTY OF	a direction o	or request from a Departmental Officer, details thereof.			
Name		Support for	or ^{s. 47F(1)} provided by Regional Processing Taskforce (Attachments B a	and D).		
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Department Additional Service Request reference number.)	existing request? If yes, please include title and	
No.		
B. Business Case (Please provide comprehensive background info- business need, where and why the need has arisen and how it m for all infrastructure proposals.)	rmation regarding the proposed procurement including the propertment's objectives. Please provide site	ing th
Introduction Following discussions during the JSCF in Port Moresby, PNG, on s. 47F(1) PNG, pending the outcome of discussions with s. 47F(1)	20 February 2019 PIH undertook liaison to coordinate of Home Affairs agreed to fund s. 47F(1)	te the
ssue s. 47F(1)		
Solution PIH to co-ordinate the s. 47F(1)		
Assumptions Nil		
Attachments – Please list here and attach. A. Email from Col Sandeep Shaligram, CEO, PIH dated 7 Mar by PIH s. 47F(1)	ch 2019 outlining the liaison and coordination carrie	ed ou
1. Quotation s. 47F(1)	(Total s. 47(1)	
	ary Regional Processing Taskforce, Alana Sullivan, da	ated
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Email from Department of Home Affairs Snr. Asst. Secret. 7 March 2019 noting support for the actions being taken Email from S. 47F(1) , PNG Immigration and Citize 1. S. 47F(1) 2. Email from S. 22(1)(a)(II) April 2019.	ary Regional Processing Taskforce, Alana Sullivan, da by PIH to assist ICA resolve s. 47F(1) nship dated 12 March 2019 with two attachments:	Affairs
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13. Additional Service Request Justification (Ple	ase explain why this request i	s out of scope of the sto	itement of wo	IK (5))
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ince 1 May 2018, the PIH delivers primary and me econdary and tertiary healthcare will be referred		Manus Island consistent	with local star	idards.
14. Total Cost of Procurement - Please enter all	amounts in AUD			
		GST Exclusive	GST Inclu	sive
Cost of Goods/Materials		s. 47(1)(b)		
Cost of Service (hourly or daily rates)				
Cost of Airfare				
Cost of Accommodation				
Cost of Vehicle Hire				
Other (specify)				
Total		s. 47(1)(b)		
15. Estimated Whole-of-life cost of the required	asset or service	有是一个		0
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16. Authorisations				Department
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	Date:
	Billing: Pass through cost Fee Separate ASR Invoice
Departmental officer who assessed this proposal for the Delegate's consideration.	Name and Title: s. 22(1)(a)(ii) Signas. 22(1)(a)(ii)
	Date: 5 APRIL 2019
Departmental Delegate's details and decision.	To seek your approval, as the PGPAAs23 (3) – Goods and Services delegate, for this Expenditure Proposal, which accords with Section 23 (3) of the <i>Public Governance and Accountability Act 2013</i> .
decision	Name and Title: s. 22(1)(a)(ii) Acting Director HSCM Decision:
	Decision: Approved Not Approved
	Reason(s) for decision: Services required. Approved by Program.
	s. 22(1)(a)(ii) Signature:
	Date: 5 April 2019
	Cost Centre

Additional Service Request (ASR) Form

This form is to be used for all submissions involving procurement or Additional Services Request.

Submit to s. 47E(d) @homeaffairs.gov.au and any other relevant people.

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Other (specify)			
3. Variation: (Does this procureme Department Additional Service Red		e a variation of an existing request? If yes, please include title and nce number.)	
No.			
		ive background information regarding the proposed procurement includerisen and how it meets the Department's objectives. Please provide site	
		of Home Affairs held a leading role in the process to co-ordinate and a nd and Port Moresby, and from Papua New Guinea (PNG) to Australia.	rrange
2019, the PIH, the ABF, the PNG	Immigratio	ncluding building enduring capability, throughout December 2018 and J in Citizenship Authority and Department of Home Affairs staff discussed If the process of transferring patients between Manus Island and Port N	
. The processes, roles and respon Please see Appendices A and B,		ociated with the PIH-led medical transfers have been agreed and are a o.	tached
staff required are listed below: s. 47(1)(b)	efficiently, f	IH requires the deployment of additional dedicated staff at Port Mores	by. The
. Tasks and functions to be perfor	med by the	se roles are contained within Attachment A.	
. PIH have confirmed that all other	r tasks and	functions will be undertaken by existing PIH resources.	
 The number of patients requirin a full-time basis. 	g transfer o	annot be determined therefore the additional staff will need to be emp	loyed o
Attachments - Please list here an ADD2019/2314371 - Attachment - ADD2019/2314328 - ADD2019/2314345 - ADD2019/2314304	d attach. A - Detailed Appendix A Appendix B Scenario - I	business case, containing the following attachments: : Standard Operating Procedure (SOP) - PIH-led Medical Movements - F : PIH-led Medical Movements flowchart - FINAL v.02 IH led Medical Transfers from PNG to Australia process	Dmd Affai
10. Proposed Dates			J-F
Proposed Start Date: 1 February 2 Proposed End Date: 30 June 2019			sifment o
			hy Der

12. Value for Money Justification (Please explain how value for money has been achieved - price of goods is not the sole determining factor. Consideration of non-financial costs and benefits of alternative solutions will also form part of this justification, these considerations include the quality of the goods and services, fitness for purpose, the supplier's relevant experience and performance history, flexibility of the proposal, environmental sustainability and whole-of-life costs.)
he rates quoted for the additional PIH staff are new rates and therefore have no benchmark within the existing rrangements against which to compare. However, value for money has been assessed as follows:
The services procured are critical and essential services that must be undertaken. PIH possess the appropriate skills, qualifications, knowledge, networks and capability to perform the tasks and functions.

- The services are procured to ensure that there are no delays in the clinical transfer of patients needing care; that
- continuity of care is delivered, and that the Department and the ABF are discharging an appropriate level of duty of care. This procurement supports regional processing outcomes, including building enduring capability within PNG, and seeks to
- 13. Additional Service Request Justification (Please explain why this request is out of scope of the Statement of Work (s))

apportion the balance of risk, as and where appropriate.

Under the existing Letter of Intent the Draft Contract only envisaged emergency evacuations and this procurement provisions the service of non-emergency clinical transfers.

4. Total Cost of Procurement - Please enter all amounts in AUD		
	GST Exclusive	GST Inclusive
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47(1)(b)		
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under the Freedom of Information Act 1982

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\$ AUD (GST Exclusive) s. 47(1)(b)	\$ AUD (GST Exclusive)	\$ AUD (GST Exclusive)
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	VE OFFICE R	ef executive Officer
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PACIFIC INTE		
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TRO BOX 610	3, BOROKO, NCD	
323 4400	FAX: 323 4600	
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9.		
e PGPAAs23 (3) – Goods	and Services delegate, f	for this Expenditure
	iblic Governance and Ac	countability Act 201
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Director Henry	AN SELVICES	
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