

Expression of Interest (EOI)

Multidisciplinary Approach to Diabetes Care (MADC) [PAC116]

Allied Health

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Introduction

Capital Health Network (CHN) is the Primary Health Network (PHN) for the ACT. PHNs have been established by the Australian Government with the key objectives of:

- increasing the efficiency and effectiveness of health services for patients, particularly those at risk of poor health outcomes, and
- improving coordination of care to ensure patients receive the right care in the right place at the right time.

CHN is seeking an Expression of Interest (EOI) from **ACT allied health providers** to participate in the Multidisciplinary Approach to Diabetes Care (MADC) pilot program. This initiative aims to support early intervention for individuals at-risk of developing complications associated with Diabetes.

CHN will commission an allied health multidisciplinary team (MDT) from Canberra to service up to 3 selected practices – Aboriginal Community Controlled Health Services (ACCHS), small or solo general practice from North Canberra and South Canberra for a geographical spread of services.

The MADC pilot will provide patients at-risk of poor health outcomes free access to a MDT, through their local general practice or ACCHS in the ACT.

CHN is inviting EOI from an **Accredited Practicing Dietitian, Podiatrist, Exercise Physiologist/Physiotherapist located in the ACT** who wish to receive funding to participate in this pilot.

CHN will provide funding to support allied health service delivery, and administrative costs e.g. training, upgrades to current clinical systems. Fees for meetings and evaluation requirements will also be provided subject to contract.

As part of [Strengthening Medicare measures](#), CHN has received funding from the Australian Government Department of Health and Aged Care to deliver this program. It aims to strengthen the role PHNs play in commissioning multidisciplinary health care to improve the management of chronic conditions and reduce avoidable hospitalisations.

This funding is not an ongoing funding source, therefore, consideration of sustainability and/or impact on activities beyond the funding period need to be considered and included within the application.

Part A: Reference Schedule

The information contained in this Reference Schedule must be read in conjunction with **Part C** of this EOI.

Item 1	EOI Reference	EOI – PAC116
Item 2	Key contact during EOI process	Sheila Brito Email: tenders@chnact.org.au
Item 3	Timetable <i>Please note this timetable may be changed by CHN in accordance with the Conditions of the EOI process set out in Part C of this EOI.</i>	
	EOI issued	Thursday, 6/2/25
	Briefing Session	10:00 – 10:30 am Friday 14/2/25 The briefing session will be held via Zoom. Registration can be accessed here .
	Deadline for Questions	5.00pm Friday, 21/2/25 Questions or requests for information must be submitted via email to tenders@chnact.org.au and include the following reference in the subject heading: EOI PAC116
	Closing time and date	5.00pm Monday, 24/2/25
Item 4	Lodgement	Responses must be submitted through the online EOI Response Form available through this link . All questions must be answered, no other documentation will be accepted. Lodgement of an EOI does not guarantee acceptance into the MADC Program.
Item 5	Additional materials and information	<ul style="list-style-type: none"> • Strengthening Medicare Taskforce Report • Primary Health Care 10-Year plan australia-s-primary-health-care-10-year-plan-2022-2032.pdf • National PHN Allied Health Framework Capital Health Network For Health Professionals - Allied Health • ACT PHN Needs Assessment
Item 6	Additional Rules	Where relevant, applicants must adhere to relevant national service safety and quality health standards and guidelines, and the following: <ul style="list-style-type: none"> • Cultural Respect Framework 2016-2026 for Aboriginal and Torres Strait Islander Health • The National Redress Scheme Grant Connected Policy (making non-government institutions named in applications to the Scheme, or in the Royal Commission into Institutional Responses to Child Sexual Abuse, that do not join the Scheme ineligible for future Australian Government grant funding) • Commonwealth Child Safe Framework • National Child Safe Principles

Part B: Statement of Requirements

1. Overview

The Multidisciplinary Approach to Diabetes Care (MADC) pilot program will provide free access to a commissioned multidisciplinary team (MDT) for adults at risk of developing complications associated with diabetes. This will be available through their local general practice or ACCHS in the ACT - up to 3 health centres will be involved in this opportunity.

The aim of this project is to improve the management of diabetes and reduce avoidable hospitalisations by:

- Increasing access to allied health services to provide person-centred care for Australians at risk of poorer health outcomes.
- Supporting GPs, practice nurses, and allied health practitioners in the integration of a MDT care management of diabetes.
- Co-designing a Model of Care for MADDC in the ACT, utilising existing services and avoiding duplication.
- Establishing referral and reporting processes supported by data collection and data management practices, including PROMs and PREMs.
- Monitoring implementation of the activity, utilising relevant outcome measures, and developing adjustments to the approach if required.

Key elements of an effective MDT include:

Diverse expertise	health professionals from different disciplines that utilise their unique knowledge and skills.
Share goals	work together toward common goals for the patient.
Collaborative approach	effective communication, share clinical review, problem solving and decision making.
Patient Centred	the focus remains on the patient's needs, preferences and goals.
Coordinated Care	MDT members coordinate efforts to reduce fragmentation, avoid duplication and improve the patient experience.

The commissioned allied health MDT will work across practices and provide free face-to-face services to identified people at risk of poorer health outcomes. They will provide the services co-located within the general practice and/or ACCHS on the arranged Diabetes Clinic Day(s). Telehealth may also be an option. The co-design will determine frequency of services / clinic days, subject to available funding.

2. Requirements

CHN is seeking an Expression of Interest (EOI) from allied health providers – **Accredited Practicing Dietitian, Podiatrist, Exercise Physiologist / Physiotherapist** - who wish to be considered for the provision of a funded multidisciplinary approach to Diabetes care until 30 June 2027.

This procurement activity is a multi-stage process commencing with an EOI. Successful applicants from the EOI will be given the opportunity to submit a proposal (Request for Proposal (RFP)). Preferred providers will then agree and sign a services order (contract) to commence the program.

As per [Grant guidelines](#), the opportunity is available to allied health providers that can address the prioritised need in the region, with a focus on supporting smaller general practices / ACCHS that do not have the size or scale to engage the range of health professionals required to provide effective multidisciplinary care.

The following standards would also need to be maintained by any potential future supplier. The following standards would also need to be maintained by any potential future supplier.

Professional Standards

- The Accredited Practicing Dietitian (APD) will have current registration with [Dietitians Australia](#) and [capacity in Diabetes Management](#).
- The allied health professional providing exercise intervention for Diabetes management will have current registration with either of these peak bodies: [Australian Physiotherapy Association \(APA\)](#) and [AHPRA](#), or [Exercise & Sports Science Australia](#) (ESSA).
- The podiatrist will have special interest in diabetes and current registration with the [Australian Podiatry Association](#) and [AHPRA](#).
- Located in the ACT

Service Accreditation and Quality Standards

Supplier must adhere to and maintain compliance with the following:

- [Cultural Respect Framework 2016–2026](#) for Aboriginal and Torres Strait Islander Health.
- [The National Redress Scheme Grant Connected Policy](#) (making non-government institutions named in applications to the Scheme, or in the Royal Commission into Institutional Responses to Child Sexual Abuse, that do not join the Scheme ineligible for future Australian Government grant funding).
- [Commonwealth Child Safe Framework](#)
- The [National Child Safe Principles](#)

Activity Requirements

Practice onboarding

Selected providers will commence onboarding immediately once Service Orders (contracts) are signed. CHN will communicate with the providers to commence this process. There will be program meetings

with the MDT, general practice, ACCHS, and CHN, co-design reviews of the Model of Care, and commencement of trainings (if required) during this period.

After onboarding, providers will continue participating for the duration of funding to 30 June 2027. Practices will receive support from CHN to register for Provider Connect Australia and funding for clinical system upgrades required for the success of referrals and coordination of this program.

Patient selection and eligibility criteria

Each general practice / ACCHS will have the opportunity to select up to 20 eligible adult patients who are at-risk of diabetes complications based on screening tools and motivation to participate in program activities .

In Scope – Adults diagnosed with Diabetes, who would benefit from multidisciplinary team care, motivated to participate and engage with program

Out of Scope

- Child; gestational diabetes
- Existing health or medical programs already in place through ACT Health Diabetes services
- Social support or recreational activity/activities that are provided by other providers in the ACT
- Disability support services covered under the National Disability Insurance Scheme

Service Delivery

The AHPs will be present at the participating general practices / ACCHS or an agreed location in the ACT (eg. gym, community centre, podiatrist clinic, etc.) for a set number of clinic days. The AHPs will perform initial assessments and provide care through individual and group sessions. They will be responsible for preparing and submitting clinical reports, participating in meetings (with CHN and MDT) and case conferences, attending trainings, and submitting practice reports and data. The AHPs will also be involved in co-design, annual reviews of the pilot model, and engagement in a national evaluation of the project.

AHPs will receive funding for service delivery (published rates), transportation costs, administrative costs, meetings, case conferencing, trainings, digital platform needs, and any costs associated with onboarding.

Individual MBS items will be utilised where a chronic disease management plan is in place. Group MBS items will also be utilised where appropriate.

Allied Health providers will be required to:

- **Accredited Practising Dietitian (APD)**
 - APD will provide medical nutrition therapy through initial assessment (health history, food diary, etc) and individual and group care appointment(s).
 - APD will be co-located at the general practice / ACCHS on the specified Diabetes Clinic day(s).
 - APD will discuss collection of PROMs - [EQ-5D-5L](#) | [EuroQol](#) with clients and facilitate data collection, i.e. send survey link to clients via email.

- **Exercise Physiologist / Physiotherapist**

- The AHP will provide a physical assessment to determine capacity and suitability for individual / group exercise interventions, required physical activity modifications and/or tailored exercise interventions.
- The AHP will develop tailored evidence-based exercise interventions for diabetes management and metabolic health. This will be provided in an individual appointment and/or group sessions.
- Except for the initial assessment, the AHP will not be co-located at the general practice. All exercise interventions will be conducted at an external venue, e.g. gym, community centre, AHP clinic.
- Care provision will also involve health coaching, exercise advice and programming, diabetes education, social prescribing, and care coordination with practice staff.

- **Podiatrist**

- The podiatrist is responsible for the diagnosis and management of disorders, injuries and pain affecting the foot, ankle, and lower limbs associated with diabetes. The podiatrist will provide an initial Diabetes assessment co-located at the general practice or ACCHS on the specified Diabetes Clinic day(s).
- Except for the initial assessment, the podiatrist will not be co-located at the general practice.
- Care provision will also involve health coaching, foot / nail / wound management advice, diabetes education, social prescribing, and care coordination with practice staff.
- The podiatrist will provide an initial assessment. There will be a follow-up review(s) at their private practice which may involve typical podiatry services for patients with diabetes.

Reporting

- Providers will be supplied with Practice Performance and Financial reporting templates which will be submitted to CHN on a 6 monthly basis.
- Providers will submit monthly invoices to CHN, ideally on the 23rd of each month.
- Providers will share patient reports with the MDT and general practice / ACCHS as part of care planning and coordination.
- Providers will participate in surveys to measure program performance.
- The APD will be required to collect specific PROMs from enrolled patients through a survey link.
- Providers will collect PREMs from the patients – tool to be discussed with CHN.

Evaluation

Providers will be required to discuss PROMs/PREMs survey collection with patients prior to program participation and will participate in evaluation activities, as necessary. The PROMs and/or PREMs and any other surveys will be administered/collected from patients by the commissioned MDT. Evaluation activities may include surveys collected from the MDT around the implementation of the program.

Anticipated Funding

Funding will be made available following the execution of a relevant services order (contract) until June 2027. The amount of funding (GST exclusive) available is:

Activity	2024-25	2025-26	2026-27	Total
Dietitian				
Service Delivery	\$70,650.00	\$70,650.00	\$70,650.00	\$211,950.00
Administration	\$10,597.50	\$10,597.50	\$10,597.50	\$31,792.50
Exercise Physiologist / Physiotherapist				
Service Delivery	\$50,925.00	\$50,925.00	\$50,925.00	\$152,775.00
Administration	\$7,638.75	\$7,638.75	\$7,638.75	\$22,916.25
Podiatrist				
Service Delivery	\$40,337.50	\$40,337.50	\$40,337.50	\$121,012.50
Administration	\$6,050.63	\$6,050.63	\$6,050.63	\$18,151.89
Service Delivery	\$161,912.50	\$161,912.50	\$161,912.50	\$485,737.50
Administration	\$24,286.88	\$24,286.88	\$24,286.88	\$72,860.64
Total	\$186,199.38	\$186,199.38	\$186,199.38	\$558,598.14

This funding will be budgeted in accordance with the following splits:

- Service Delivery 85%
- Administration Costs 15%

Training and upgrades to clinical systems will be organised and funded by CHN separately, as needed. After the first 6 months, additional funding may be requested for service delivery, subject to approval by CHN.

This funding is not an ongoing funding source, therefore, consideration of sustainability and/or impact on activities beyond the funding period need to be considered.

Expected Deliverables / Reporting Requirements

Initial MDT meeting / co-design review – 1 hr	Within first 4 weeks
Training (Care Coordination; PROMs and PREMs, etc.)	Within first 4 weeks, ongoing until completed
Enrolment and triage of patients; care coordination with RN and allied health providers	May 2025 onwards
Program meetings – 2 x 30 minutes per calendar year	June 2025, then every 6 months
Performance and Unaudited Financial Acquittal reporting (template provided by CHN)	FY 2024-25 then every 6 months: <ul style="list-style-type: none"> • 31 July 2025 • 31 January 2026 • 31 July 2026 • 31 January 2027 • 31 July 2027
Financial Acquittal accompanied by Statutory Declaration (annual)	FY 2024-25 by 31 October 2025 FY 2025-26 by 31 October 2026 FY 2026-27 by 31 October 2027
Evaluation meetings (ad hoc) - 2 x 30 minutes per calendar year	As needed
Stakeholder Meetings (Annual)	August 2025 then every 12 months
PROMs and PREMs (data collection from practitioners by survey link; email communication (Informed Consent) to patients)	Collected from patients and practitioners from May 2025, then every 6 months
Service delivery to patients (appointments and MDT care coordination)	May 2025 to 30 June 2027

Anticipated timeframes

This procurement activity will be undertaken in accordance with the below timeframes:

Stage	Activity
1	EOI closes 24/2/2025
2	Review of Submissions 27/2/2025
3	Applicants notified of outcome; Request for Proposal (RFP) opens to notified applicants 6/3/2025
4	Request for Proposal (RFP) closes 24/3/2025
5	Review of RFP Submissions 31/3/2025
6	Service Orders signed by 29/4/2025
6	Onboarding and training of successful providers 29/4/2025 onwards
7	Services Commence 5/2025
8	Project closes 30/6/2027

Part C: Conditions of the EOI Process

1. Application of these rules

Participation in the EOI Process is subject to compliance with the rules contained in this **Part C**.

All persons (whether or not they submit an EOI) having obtained or received this EOI may only use it, and the information contained in it, in compliance with the rules set out in this **Part C**.

All Respondents are deemed to accept the rules contained in this **Part C**.

The rules contained in this **Part C** of the EOI apply to:

- a. the EOI and any other information given, received or made available in connection with the EOI including any additional materials specified in the **Reference Schedule (Part A)** and any revisions or addenda,
- b. the EOI Process, and
- c. any communications (including any briefings, presentations, meetings or negotiations) relating to the EOI or the EOI Process.

2. Structure expression of Interest

This EOI consists of the following parts:

Introduction – contains an overview of the opportunity presented in, and the objectives of, this EOI.

Part A – Reference Schedule

Part B - Statement of Requirements describes the Goods and/or Services in respect of which CHN invites EOIs from invited suppliers.

Part C - Conditions of the EOI Process sets out the rules applying to the EOI documents and to the EOI Process. These rules are deemed to be accepted by all Respondents and by all persons having received or obtained the EOI.

3. Expression of Interest

3.1 Status of EOI

This EOI is not an offer. It is an invitation for potential Suppliers to submit an Expression of Interest for the provision of the Goods and/or Services set out in the Statement of Requirements contained in **Part B** of this EOI.

Nothing in this EOI is to be construed as creating any binding contract for the supply of the Goods and/or Services (express or implied) between CHN and any Respondent until CHN and a Respondent enter into a final, binding contract.

3.2 Accuracy of EOI

While all due care has been taken in connection with the preparation of this EOI, CHN does not warrant the accuracy of the content of the EOI and CHN will not be liable for any omission from the EOI.

3.3 Additions and amendments

CHN reserves the right to change any information in, or to issue addenda to, this EOI.

3.4 Representations

No representation made by or on behalf of CHN in relation to the EOI (or its subject matter) will be binding on CHN unless that representation is expressly incorporated into any contract(s) ultimately entered into between CHN and a respondent.

3.5 Licence to use and Intellectual Property Rights

Suppliers obtaining or receiving this EOI and any other documents issued in relation to this EOI may use the EOI and such documents only for the purpose of preparing a response.

Such Intellectual Property Rights as may exist in the EOI and any other documents provided to Respondents by or on behalf of CHN in connection with the EOI Process are owned by (and will remain the property of) CHN except to the extent expressly provided otherwise.

3.6 Availability of additional materials

Additional materials (if any) may be accessed in the manner set out in the **Reference Schedule (Part A)**.

4. Communications during the EOI Process

4.1 Key Contact

All communications relating to the EOI and the EOI Process must be directed to the Key Contact by email to tenders@chnact.org.au.

4.2 Requests for clarification or further information

Any communication by a Respondent to CHN will be effective upon receipt by the Key Contact (provided such communication is in the required format).

CHN may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.

Except where CHN is of the opinion that issues raised apply only to an individual Respondent, questions submitted and answers provided will be made available to all potential Suppliers as described in Part A at the same time without identifying the person or organisation having submitted the question.

A potential Supplier may, by notifying the Key Contact in writing, withdraw a question submitted in accordance with this **section 4.1 and 4.2**, and only if the question remains unanswered at the time of the request.

4.3 Improper assistance

Respondents must not seek or obtain the assistance of directors, employees, agents, contractors or service providers (with respect to this EOI) of CHN in the preparation of their response to this EOI. In addition to any other remedies available to it under law or contract, CHN may, in its absolute discretion, immediately disqualify a Respondent that it believes has sought or obtained such assistance.

4.4 Anti-competitive conduct

Respondents and their respective directors, officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Respondent or any other person in relation to the preparation, content or lodgement of their response. In addition to any other remedies available to it under law or contract, CHN may, in its absolute discretion, immediately disqualify a Respondent that it believes has engaged in such collusive or anti-competitive conduct.

4.5 Complaints about the EOI Process

Any complaint about the EOI Process must be submitted to the Key Contact via email to tenders@chnact.org.au immediately upon the cause of the complaint arising or becoming known to the Respondent. The written complaint statement must set out:

- a. the basis for the complaint (specifying the issues involved)
- b. how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint
- c. any relevant background information, and
- d. the outcome desired by the person or organisation making the complaint.

5. Submission of Responses

5.1 Lodgement

Respondent responses must be lodged only by the means set out in the **Reference Schedule (Part A)**.

5.2 Late responses

Responses must be lodged by the Closing Time set out in the **Reference Schedule (Part A)**. The Closing Time may be extended by CHN in its absolute discretion.

Responses lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this EOI will be disqualified from the EOI Process and will be ineligible for consideration, except where the Respondent can clearly demonstrate (to the reasonable satisfaction of CHN) that late lodgement of the response:

- a. resulted from the mishandling of the Respondent response by CHN, or
- b. was hindered by a major incident and the integrity of the EOI Process will not be compromised by accepting a response after the Closing Time.

The determination of CHN as to the actual time that a response is lodged is final. Subject to (a) and (b) above, all responses lodged after the Closing Time will be recorded by CHN, and will only be processed for the purposes of identifying a business name and address of the Respondent. CHN will inform a Respondent whose response was lodged after the Closing Time of its ineligibility for consideration.

6. EOI documents

6.1 Format and contents

Respondents must ensure that:

- a. their response is presented on the required template
- b. all the information fields in the EOI template are completed and contain the information requested, and
- c. links to websites or online documents must not be included in the EOI template as they will not be reviewed by CHN.

CHN may in its absolute discretion reject a response that does not include the information requested or is not in the format required.

Unnecessarily elaborate responses beyond what is sufficient to present a complete and effective EOI are not desired or required.

Word limits where specified should be observed and CHN reserves the right to disregard any parts of the response exceeding the specified word limit.

Respondents should fully inform themselves in relation to all matters arising from the Invitation, including all matters regarding CHN's requirements for the provision of the Goods and/or Services.

6.2 Illegible content, alteration and erasures

Incomplete responses may be disqualified or evaluated solely on the information contained in the response to this EOI.

CHN may disregard any content in a response that is illegible and will be under no obligation whatsoever to seek clarification from the Respondent.

CHN may permit a Respondent to correct an unintentional error in its response where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if CHN reasonably considers that the correction would materially alter the substance of the response.

6.3 Obligation to notify errors

If, after a response has been submitted, the Respondent becomes aware of an error in the response (excluding clerical errors which would have no bearing on the assessment of the response) the Respondent must promptly notify CHN of such error.

6.4 Preparation of Responses

CHN will not be responsible for, nor pay for, any expense or loss that may be incurred by Respondents in the preparation of their response to this EOI.

6.5 Disclosure of Respondent contents and information

All responses will be treated as confidential by CHN. CHN will not disclose response contents and information, except:

- a. as required by Law
- b. for the purpose of investigations by the Australian Competition and Consumer Commission (ACCC) or other government authorities having relevant jurisdiction
- c. to external consultants and advisers CHN engaged to assist with the Assessment Process
- d. to other government departments or agencies in connection with the subject matter of the related Commonwealth programme or EOI Process, or
- e. general information from responses required to be disclosed by government policy.

CHN does, however, reserve the right to benchmark costings against relevant industry standards and across other primary health network organisations.

6.6 Use of responses to EOI

Each Respondent, by submission of their response, is deemed to have licensed CHN to reproduce the whole, or any portion, of their response for the purposes of enabling CHN to evaluate the response to this EOI.

6.7 Withdrawal of response to EOI

A Respondent who wishes to withdraw a response previously submitted by it must immediately notify CHN of that fact. Upon receipt of such notification, CHN will cease to consider that response to this EOI.

7. Capacity to comply with Statement of Requirements

Part B of this EOI gives a statement of CHN requirements with regard to the Goods and/or Services the subject of this EOI. It will be assumed that each Respondent will be capable of providing all of the Goods and/or Services in full. Where Respondents believe they will not be capable of providing all the Goods and/or Services in full or will only comply with the Statement of Requirements subject to conditions, they should either not apply or set out any potential limitations in their response.

8. Assessment of responses to EOI

8.1 Assessment process

Following the Closing Time, CHN intends to evaluate all responses received.

Responses to this EOI will be evaluated against the Assessment Criteria specified in **Part B** of the EOI.

8.2 Clarification of response to EOI

If, in the opinion of CHN, a response to this EOI is unclear in any respect, CHN may, in its absolute discretion, seek clarification from the Respondent. Failure to supply clarification to the satisfaction of CHN may render the response liable to disqualification.

CHN is under no obligation to seek clarification to a response to this EOI and CHN reserves the right to disregard any clarification that CHN considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this **Part C**.

9. Next stage

9.1 Options available to CHN

After assessment of all EOI proposals, CHN may, without limiting other options available to it, do any of the following:

- a. prepare a shortlist of Respondents and invite further response to the EOI from those Respondents
- b. prepare a shortlist of Respondents and call for tenders for Goods and/or Services or any similar Goods or Services
- c. call for tenders from the market generally for the Goods or Services or any similar or related Goods or Services
- d. enter into pre-contractual negotiations with one or more Respondents without any further need to go to tender
- e. decide not to proceed further with the EOI Process or any other procurement process for the Goods or Services,
- f. commence a new process by calling for EOIs or proposals on a similar or different basis to that outlined in this Invitation, or
- g. terminate the process at anytime.

9.2 No legally binding contract

No legal relationship will exist between CHN and a shortlisted Respondent relating to the supply of the Goods or Services unless and until such time as a binding contract is executed by them.

10. Additional rules

Any rules governing this EOI Process in addition to those set out in this **Part C**, are set out in the **Reference Schedule (Part A)**.

11. Respondent warranties

By submitting a response to this EOI, a Respondent warrants that:

- a. in lodging its response it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of CHN, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the EOI documents

- b. it did not use the improper assistance of CHN employees or information unlawfully obtained from CHN in compiling its response
- c. it has examined this EOI, and any other documents referenced or referred to herein, and any other information made available in writing by CHN to Respondents for the purposes of submitting a response to this EOI
- d. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its response
- e. it has otherwise obtained all information and advice necessary for the preparation of its response
- f. it is responsible for all costs and expenses related to the preparation and lodgement of its response, any subsequent negotiation, and any future process connected with or relating to the EOI Process
- g. it otherwise accepts and will comply with the rules set out in this Part C of the EOI
- h. it will provide additional information in a timely manner as requested by CHN to clarify any matters contained in the response to this EOI, and
- i. it is satisfied as to the correctness and sufficiency of its response to this EOI.

12. CHN rights

Notwithstanding anything else in this EOI, and without limiting its rights at law or otherwise, CHN reserves the right, in its absolute discretion at any time, to:

- a. vary or extend any time or date specified in this EOI for all or any Respondents or other persons, or
- b. terminate the participation of any Respondent or any other person in this EOI Process.

13. Governing law

This EOI and the EOI Process is governed by the laws applying in the Australian Capital Territory.

Each Respondent must comply with all relevant laws in preparing and lodging its response to this EOI and in taking part in the EOI Process.

14. Interpretation

14.1 Definitions

Respondent means an organisation that submits a response to this EOI

Briefing means a meeting (the details of which are specified in the **Reference Schedule**) that may be held by or on behalf of CHN to provide information about the EOI and the EOI Process.

Capital Health Network (CHN) means the organisation responsible for the EOI and the EOI Process.

Closing Time means the time specified as such in the **Reference Schedule** by which responses must be received.

Proposal(s) and/or Response(s) means a document lodged by a Respondent in response to this EOI containing a response to provide Goods or Services sought through this Process.

EOI Process means the process commenced by the issuing of this EOI and concluding upon formal announcement by CHN of the selection of shortlisted Respondent(s) or upon the earlier termination of the EOI Process.

Assessment Criteria means the criteria set out in **Part B** of the EOI.

Goods means the goods or other products required by CHN, as specified in **Part B** of this EOI.

Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Expression of Interest (EOI) means this document (comprising each of the **Parts A, B, and C**) and any other documents so designated by CHN.

Statement of Requirements means the statement of CHN requirements contained in **Part B** of this EOI.

Reference Schedule means the schedule so designated forming part of **Part A** of the EOI.

Services means the services required by CHN, as specified in **Part B** of this EOI.

14.2 Instruction

In this EOI, unless expressly provided otherwise a reference to:

- “includes” or “including” means includes or including without limitation, and
- “\$” or “dollars” is a reference to the lawful currency of the Commonwealth of Australia, and
- if a word and/or phrase is defined its other grammatical forms have corresponding meaning.