

Freedom of Information Request – ~~s41 FOI Act~~

File No: 2014/8588

File Name: PROCUREMENT – Contract Services – KPMG – National Disability Insurance Scheme (NDIS) – SA.2014.061

– 20 May 2014 -20 July 2014

Folio no	Date	Document	Status	
1	26/006/2010	Request for new file	Full release	
2	10/07/2014	Printout of ABN Lookup – ABN No. for K P M G	Full release	
3-7	14/05/2014	Email chain – re: ACT Market Soundings for Early Intervention	Full release	
8	Undated	Handwritten file note	Full release	
9-17	07/05/2014	Letter (KPMG) – re: Engagement for early intervention market sounding support	Exempt in full	S 43, FOI Act 1989
18-24	14/05/2014	Letter (KPMG) – re: Proposal for the delivery of market soundings support for Disability ACT for early intervention services	Exempt in full	S 43, FOI Act 1989
25-35	14/10/2013	Letter (KPMG) – re: Engagement for Market sounding support	Not released	Information is outside the scope of the request
36-47	14/05/2014	Letter (KPMG) – re: Variation of the terms of engagement for market soundings support for Disability ACT	Exempt in full	S 43, FOI Act 1989
48-49	16/05/2014	Email chain – re: ACT Early intervention - KPMG support	Full release	
50-51	16/05/2014	Email chain – re: ACT early intervention – KPMG support	Full release	
52	Undated	Photocopy of handwritten note	Full release	

Folio no	Date	Document	Status		
53-69	16/05/2014	Email – re: Engagement for Early Intervention Market Sounding + attachment (Draft Procurement Plan Minute)	Partial release	S 43, FOI Act 1989	
70	Undated	Handwritten file note	Full release		
71-73	19/05/2014	Email chain – re: Engagement for Early Intervention Market Sounding	Full release		
74	20/05/2014	Email chain – re: Draft Short Form Contract – Early Intervention Market Sounding Support	Full release		
75	20/05/2014	Email chain – re: Delegation to endorse the Procurement Plan (Early Intervention Market Sounding Support)	Full release		
76	21/05/2014	Contracts and Grants Correspondence Tracker form – re: Single Select Procurement Plan Minute	Full release		
77-91	21/05/2014	Procurement Plan Minute	Full release		
92-103	Undated	Draft Short Form Contract	Exempt in full	S 36, FOI Act 1989	
104-121	02/06/2014	Short Form Contract	Full release		
122-123	13/06/2014	Accounts Payable Invoice Cover Sheet & Invoice Overview (CSD Reports & Enquiries) screen print	Full release		
124-125	16/06/2014	Email chain – re: ECI market soundings and transition support – contract variation	Full release		
126-128	16/06/2014	Email chain – re: ECI market soundings and transition support – contract variation	Full release		
129-135	25/06/2014	KPMG insurance details	Exempt in full	S 43, FOI Act 1989	
136-139	25/06/2014	Email chain – re: ECI market soundings and transition support – contract variation	Full release		
140	20/06/2014	Email chain – re: Short Form Contract for Goods and Services under \$200,000	Exempt in full	S 42, FOI Act 1989	

Folio no	Date	Document	Status			
141-145	25/06/2014	Email chain – re: ECI market soundings and transition support – contract variation	Full release			
146	25/06/2014	Email chain – re: Final amount – KPMG	Full release			
147-172	30/06/2014	Email – re: Services Agreement for KPMG – Market Soundings for Early Intervention for the ACT + attachment (Draft Services Agreement)	Partial release	S 43, FOI Act 1989		
173	30/06/2014	Email – re: Draft Services Agreement KPMG_V2 300614.doc	Full release			
174-178	02/07/2014	Email chain – re: Focus group questions	Partial release	S 41, FOI Act 1989 S 43, FOI Act 1989		
179	02/07/2014	Email – re: KPMG – First Instalment Payment Notification – SA2014.061	Full release			
180	03/07/2014	Email – re: KPMG – First Instalment Payment Notification – SA2014.061	Full release			
181-182	03/07/2014	Email chain – re: KPMG – First Instalment Payment Notification – SA2014.061	Full release			
183	04/07/2014	Email chain – re: Delivery of existing ACT Early Intervention Services	Full release			
184-187	21/08/2014	Fax – re: Shared Services Procurement	Full release			
188-189	19/07/2014	Email chain – re: ECI market soundings and transition support – contract variation	Full release			
190	22/07/2014	Email chain – re: Draft Services Agreement KPMG_V5 170714 ML.doc	Full release			
191	29/07/2014	Email – re: KPMG – Market	Full release			

Folio no	Date	Document	Status	
192-193	08/08/2014	Letter (s41 FOI Act) – re: Request for documents under the Freedom of Information Act 1989 + Freedom of Information Request – Time Sheet	Not released	Information is outside the scope of the request
194-195	13/08/2014	Brief – re: Freedom of Information Request – s41 – KPMG Report re early intervention services	Not released	Information is outside the scope of the request
196-223	18/08/2014	Email chain – re: Invoice KPMG – Market Soundings for Early Intervention for the ACT, Services Agreement SA2014.061	Not released	Information is outside the scope of the request
224-226	18/08/2014	Letter (KPMG) – re: Public release of key findings from KPMG’s Early Intervention Services transition support report (the “Report”)	Not released	Information is outside the scope of the request
227-229	19/08/2014	Email chain – re: Early Intervention Services – next steps	Not released	Information is outside the scope of the request
230-232	11/08/2014	Email chain – re: ECIS – invoice + Tax Invoice & Remittance Advice	Not released	Information is outside the scope of the request
233-235	11/08/2014	Tax Invoice & Remittance Advice	Not released	Information is outside the scope of the request
236	15/08/2014	Email chain – re: KPMG – Market Soundings for Early Intervention for the ACT, Services Agreement SA2014.061	Not released	Information is outside the scope of the request
237	18/08/2014	Email chain – re: KPMG – Market Soundings for Early Intervention for the ACT, Services Agreement SA2014.061	Not released	Information is outside the scope of the request
238	18/08/2014	Printout of ABN Lookup – ABN No. for K P M G	Not released	Information is outside the scope of the request
239	14/08/2014	Services Agreement cover page	Not released	Information is outside the scope of the request

Folio no	Date	Document	Status	
240	Undated	Schedule 1 – Contract Details (Page 16 of 26)	Not released	Information is outside the scope of the request
241	19/08/2014	Accounts Payable Invoice Cover Sheet	Not released	Information is outside the scope of the request
242	20/08/2014	Table – Review of KPMG Contract – Market Sounding Supports for Early Intervention for the ACT	Not released	Information is outside the scope of the request
243-245	01/09/2014	Email – re: Market Sounding for Early Intervention for the ACT – Service Agreement Contract Number SA2014.061 + attachments	Not released	Information is outside the scope of the request
246-247	Undated	Transfer of a Tender/Project within CGU form	Not released	Information is outside the scope of the request
248-250	Undated	Request for Tender (RFT) Checklist – (Goods & Services) form	Not released	Information is outside the scope of the request
		File cover sheet		

In-Confidence

2014/8588

Owner Department COMMUNITY SERVICES DIRECTORATE
Branch Name SERVICE STRATEGY & COMMUNITY BUILDING
Section Name FINANCE & BUDGET - CONTRACTS & GRANTS UNIT



PROCUREMENT - Contract Services - KPMG - National Disability Insurance Scheme (NDIS) - SA.2014.061 - 20 May 2014 - 20 July 2014

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In Confidence

Item No.	Description	Date	Classified Date	Classification	Exemption	Review Date	Review Status	Retention	Disposal	Final Date
CLASSIFIED INDEFINITELY										
1	SA.2014.061	20 May 2014								
2	SA.2014.061	20 May 2014								
3	SA.2014.061	20 May 2014								
4	SA.2014.061	20 May 2014								
5	SA.2014.061	20 May 2014								
6	SA.2014.061	20 May 2014								
7	SA.2014.061	20 May 2014								
8	SA.2014.061	20 May 2014								
9	SA.2014.061	20 May 2014								
10	SA.2014.061	20 May 2014								
11	SA.2014.061	20 May 2014								
12	SA.2014.061	20 May 2014								
13	SA.2014.061	20 May 2014								
14	SA.2014.061	20 May 2014								
15	SA.2014.061	20 May 2014								
16	SA.2014.061	20 May 2014								
17	SA.2014.061	20 May 2014								
18	SA.2014.061	20 May 2014								
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41	SA.2014.061	20 May 2014								
42	SA.2014.061	20 May 2014								
43	SA.2014.061	20 May 2014								
44	SA.2014.061	20 May 2014								
45	SA.2014.061	20 May 2014								
46	SA.2014.061	20 May 2014								
47	SA.2014.061	20 May 2014								
48	SA.2014.061	20 May 2014								
49	SA.2014.061	20 May 2014								
50	SA.2014.061	20 May 2014								

Archival Action		
Year	Destroy	Retain
		PTA



Lawler, Mary

From: Lawler, Mary
Sent: Tuesday, 29 July 2014 4:42 PM
To: 'lforsyth@kpmg.com.au'
Cc: Starick, Kate; Mitchell, Malcome; 'jshort@kpmg.com.au'
Subject: KPMG- Market Soundings for Early Intervention for the ACT, Services Agreement SA2014.061
Attachments: SA2014.061 KPMG.pdf

Dear Ms Forsyth

Attached is the Final Services Agreement (SA), two (2) SAs were forwarded in the mail today for your signature.

Please sign both Agreements and return to the Community Services Directorate at:

Manager
Contracts and Grants Unit
Community Services Directorate
GPO Box 158
CANBERRA ACT 2601

Once executed by the Territory delegate, a bound Agreement will be returned for your records.

If you have any further queries please contact me by email at DHCSContractsandGrants@act.gov.au.

Regards

Mary Lawler | Contracts Officer

Phone: 02 6205 1382 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

Lawler, Mary

From: Short, Joe [jjshort@kpmg.com.au]
Sent: Tuesday, 22 July 2014 3:23 PM
To: Starick, Kate
Cc: Lawler, Mary; King, Sarah; Hall, Caroline
Subject: RE: Draft Services Agreement KPMG_V5 170714 ML.doc
Attachments: Draft Services Agreement KPMG_V5 170714 ML - kpmg edit.doc

Hi Kate,

Thanks for sending this over. All looks fine, other than the date for submission of the draft final report, and final report. I have updated the doc with tracked changes to change the date to July 25th for the draft final, and then 31st July for the final report. Obviously if it takes longer to collect and put through your feedback into the report, we will manage appropriately, so no issues there.

If you are ok with the change, would you be able to finalise and resend please?

Many thanks,

joe

From: Starick, Kate [mailto:Kate.Starick@act.gov.au]
Sent: Monday, 21 July 2014 8:53 PM
To: Short, Joe
Cc: Lawler, Mary; King, Sarah; Hall, Caroline
Subject: Draft Services Agreement KPMG_V5 170714 ML.doc

Hi Joe

As the original contract was a short form contract we are not able to vary it – so I have attached a full new contract. Could you please check deliverables and timeframes and send back any comments

Regards
Kate

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Mitchell, Malcome

From: Starick, Kate
Sent: Saturday, 19 July 2014 10:53 AM
To: Hall, Caroline; Mitchell, Malcome
Subject: Fwd: ECI market soundings and transition support - contract variation
Attachments: image001.jpg; image001.jpg

Hi Malcolm could you please action. Though I thought we had done this. Kate

Begin forwarded message:

From: "Short, Joe" <jjshort@kpmg.com.au>
Date: 19 July 2014 10:35:25 am AEST
To: "Starick, Kate" <Kate.Starick@act.gov.au>
Subject: RE: ECI market soundings and transition support - contract variation

Hi Kate,

I was just doing some admin this morning, and was wondering if you could send me a contract addendum for the additional activities (as per the below) that I could sign please. Our risk management team prevent us from releasing any deliverables until we have this – so could be great to get it before Friday if possible.

Many thanks,

Joe

From: Starick, Kate [mailto:Kate.Starick@act.gov.au]
Sent: Monday, 16 June 2014 10:56 AM
To: Short, Joe
Cc: Luck, Surangani; Mitchell, Malcome
Subject: RE: ECI market soundings and transition support - contract variation

Will do
Payment will be made as part of the 2nd instalment
Regards
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | **ACT Government**
Level 2 Nature Conservation House | 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Short, Joe [mailto:jjshort@kpmg.com.au]
Sent: Monday, 16 June 2014 10:55 AM
To: Starick, Kate
Subject: RE: ECI market soundings and transition support - contract variation

Great – thanks.

Are you ok to have an updated addendum to the contract prepared from your side that we can sign?

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**ACT**
Government**Shared Services Procurement**[Home](#) // [Contracts](#) // SA2014.061**SA2014.061**

Contract Number: SA2014.061

Contract Title: Delivery of existing ACT Early Intervention Services

Brief Description of Contract: Delivery of existing ACT Early Intervention Services

Panel Contract: No

Panel Contract Number:

Panel Total Amount: (This is an estimated value of all contracts forming part of this panel, not of this contract alone).

Whole of Govt Contract: No

Tender Number:

Procurement Methodology: Single Select

Social Procurement: 0002

Procurement Type: Consultancy

Exemption from Quotation and Tender Threshold requirements: Yes

Reason for Exemption: Supplier's specialist knowledge

Contractor Name: KPMG

ABN: 51194660183

Contract Amount: 153739.30 (Total value of this particular contract only).

GST: Inclusive

Execution Date: 02/06/2014 (Contract Execution date may differ from contract commencement date).

Expiry Date: 31/07/2014

Confidential Text: No

To obtain a hard copy of the public text of the contract please contact this Directorate / Agency: Community Services Directorate

Directorate / Public Authority / Territory Owned Corporation: Community Services Directorate

Was Pre-qualification requested in selection documentation?: No

Department / Agency Name:
Prior to 23 May 2011

UNSPSC Classification: Education & Training Services (UNSPSC: 86000000)

Variation: No

Documents

04 Jul 2014 - [SA2014.061-Short-Form-Contract.pdf](#)

(http://www.procurement.act.gov.au/data/assets/pdf_file/0006/612987/SA2014.061-Short-Form-Contract.pdf)

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Page last updated on 4 July 2014



NOTIFICATION TO UPDATE THE ACT GOVERNMENT CONTRACT REGISTER

02 July 2014

Attention: Shared Services Procurement

Email: Shared Services Procurement, BuyGnS

NOTIFICATION TO UPDATE THE ACT GOVERNMENT CONTRACTS REGISTER

Please register or update the ACT Government Contracts Register with the details of the contract described below:

Contract Number	SA2014.061
Contract Name	Delivery of existing ACT Early Intervention Services
Panel Contract	No
Whole of Government Contract	No
Tender Number	N/A
Procurement Methodology	Single Select
Social Procurement	No
Procurement Type	Consultancy
Exemption from Quotation and Tender Threshold requirements	Yes/No
Reason for Exemption	<p>The reasons for the exemption are as follows:</p> <p>(1) Existing knowledge:</p> <ul style="list-style-type: none">• KPMG undertook similar services for Community Services Directorate during previous years. This work builds upon work completed late 2013.• KPMG has undertaken modelling work on similar projects and meet the short timeframe of the consultancy.• KPMG has a demonstrated understanding of the Disability Services in the ACT. <p>(2) Timeframe:</p> <ul style="list-style-type: none">• KPMG is able to meet the urgent timeframe for this Project. <p>There is insufficient time to go to market and still complete the work in the timeframe required therefore an exemption is required from Section 10.</p>
Suppliers Name	KPMG
Suppliers ABN	51 194 660 183
Contract Amount (GST including)	\$ 153,739.30
Execution Date	2 June 2014
Expiry Date	31-July-2014 (2 months)



ACT

Government

Commerce and Works

Confidential Text	No
UNSPSC Code	860000000
I have attached a PDF copy of the Contract or Letter of Acceptance.	Yes.
Additional comments	Any other comments

Malcome Mitchell
Senior Contracts Officer
Contracts and Grants Unit
Community Services Directorate
(02) 6205 3529

Mitchell, Malcome

From: Starick, Kate
Sent: Friday, 4 July 2014 6:29 PM
To: Mitchell, Malcome
Cc: Luck, Surangani
Subject: RE: Delivery of existing ACT Early Intervention Services

Hi Tops – thanks Malcolm

Regards
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | **ACT Government**
Level 2 Nature Conservation House | 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Mitchell, Malcome
Sent: Friday, 4 July 2014 10:03 AM
To: Starick, Kate
Cc: Luck, Surangani
Subject: Delivery of existing ACT Early Intervention Services

Kate

Please be advised that the Short Form Contract is available on the Shared Services Procurement Contract Register.

http://www.procurement.act.gov.au/contracts/contracts_register/contracts/contracts/sa2014.061

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

Mac, Hoa

From: McGough, Kerry [kmcgough1@kpmg.com.au]
Sent: Thursday, 3 July 2014 8:37 AM
To: Mac, Hoa
Subject: RE: K P M G - First Instalment Payment Notification - SA2014.061

Thanks Hoa, appreciate the advice

Kerry McGough
 Partner
 Health, Ageing and Human Services Sector

KPMG
 10 Shelley Street
 Sydney NSW 2000 Australia

Tel +61 2 9335 7485

Fax +61 2 9335 7001

Mob +61 412 509 656

kmcgough1@kpmg.com.au

kpmg.com.au

Protect the environment: please think before you print

From: Mac, Hoa [mailto:HoMac@act.gov.au]
Sent: Thursday, 3 July 2014 8:15 AM
To: McGough, Kerry
Subject: FW: K P M G - First Instalment Payment Notification - SA2014.061

Hi Kerry

Liz nominated you to be a contact person while she's away. Please find below the 1st payment notification for contract SA2014.061. Thanks.

Kind Regards

Hoa Mac | Contracts Officer
 Phone 02 6205 1699 | Fax 02 6207 2047 |

Contracts and Grants Unit | Community Services Directorate | **ACT Government**
 Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

From: Mac, Hoa
Sent: Wednesday, 2 July 2014 9:10 AM
To: 'lforsyth@kpmg.com.au'
Cc: Mitchell, Malcome; Stewart-Jones, Liz
Subject: K P M G - First Instalment Payment Notification - SA2014.061

Dear Ms Forsyth

Please be advised that the first instalment payment for contract number SA2014.061 with an amount of **\$30,747.86 (GST inclusive)** has been paid to your organisation's bank account on 27/06/2014, EFT 1657135.

Should you have any query regarding this payment, please contact Contracts and Grant Unit at:
DHCSContractsandGrants@act.gov.au.

Kind Regards

Hoa Mac | Contracts Officer

Phone 02 6205 1699 | Fax 02 6207 2047 |

Contracts and Grants Unit | Community Services Directorate | ACT Government

Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

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Mac, Hoa

From: Mac, Hoa
Sent: Thursday, 3 July 2014 8:15 AM
To: 'kmcgough1@kpmg.com.au'
Subject: FW: K P M G - First Instalment Payment Notification - SA2014.061

Hi Kerry

Liz nominated you to be a contact person while she's away. Please find below the 1st payment notification for contract SA2014.061. Thanks.

Kind Regards

Hoa Mac | Contracts Officer
Phone 02 6205 1699 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

From: Mac, Hoa
Sent: Wednesday, 2 July 2014 9:10 AM
To: 'lforsyth@kpmg.com.au'
Cc: Mitchell, Malcome; Stewart-Jones, Liz
Subject: K P M G - First Instalment Payment Notification - SA2014.061

Dear Ms Forsyth

Please be advised that the first instalment payment for contract number SA2014.061 with an amount of **\$30,747.86 (GST inclusive)** has been paid to your organisation's bank account on 27/06/2014, EFT 1657135.

Should you have any query regarding this payment, please contact Contracts and Grant Unit at:
DHCSContractsandGrants@act.gov.au.

Kind Regards

Hoa Mac | Contracts Officer
Phone 02 6205 1699 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

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Mac, Hoa

From: Mac, Hoa
Sent: Wednesday, 2 July 2014 9:10 AM
To: 'lforsyth@kpmg.com.au'
Cc: Mitchell, Malcome; Stewart-Jones, Liz
Subject: K P M G - First Instalment Payment Notification - SA2014.061

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Should you have any query regarding this payment, please contact Contracts and Grant Unit at: DHCSContractsandGrants@act.gov.au.

Kind Regards

Mac | Contracts Officer
Phone 02 6205 1699 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | **ACT Government**
Level 1 Nature Conservation House, 153 Emu Bank, Belconnen | GPO Box 158 Canberra ACT 2601 | www.act.gov.au

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Mitchell, Malcome

From: Starick, Kate
Sent: Wednesday, 2 July 2014 4:23 PM
To: Luck, Surangani; Abbott, Lynette; Short, Joe; Mitchell, Malcome
Subject: RE: Re: FW: Focus group questions

That's fantastic Suri –Lindy and Joe, when we have confirmation from Malcolm or Suri that the contract is up and we can direct to this website

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | ACT Government
Level 2 Nature Conservation House| 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Luck, Surangani
Sent: Wednesday, 2 July 2014 4:21 PM
To: Starick, Kate; Abbott, Lynette; Short, Joe; Mitchell, Malcome
Subject: RE: Re: FW: Focus group questions

Hi Kate,

This is the short form contract signed by KPMG and due to new variation required, CGU is currently preparing a brand new Services Agreement to include varied amounts.

Until we replace the Short Form with the new Services Agreement. I will ask Malcome to publish the Short Form ASAP through Shared Services Procurement.

The Short Form will include the Scope of Services and Malcome will make sure that it goes to the website by tomorrow afternoon or this Friday morning.

Regards
Suri

From: Starick, Kate
Sent: Wednesday, 2 July 2014 4:01 PM
To: Abbott, Lynette; Short, Joe; Luck, Surangani
Subject: FW: Re: FW: Focus group questions
Importance: High

Hi
All contracts are publically available on Contracts - Shared Services Procurement. So we could refer to this website. Unfortunately, the Early Intervention Contract with KPMG SA2014.061 does not appear to be on this site.

SURI – what area is responsible for updating this information please?

Regards
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | ACT Government

From: Abbott, Lynette

Sent: Wednesday, 2 July 2014 3:13 PM

To: Starick, Kate

Subject: FW: Re: FW: Focus group questions

What do you think about giving the Terms of Reference?

Lawler, Mary

From: Starick, Kate
Sent: Monday, 30 June 2014 9:13 PM
To: Lawler, Mary
Cc: Perrin, Kristie
Subject: Draft Services Agreement KPMG_V2 300614.doc
Attachments: Draft Services Agreement KPMG_V2 300614.doc

Importance: High

Categories: ACTION

Hi Mary

I have made edits to this agreement – it appears some of the deliverables were missed that were included in the short form contract. I have included these, but formatting has been affected. Could you please cross check the information from the short form contract and this to make sure I haven't missed anything

Thanks
Kate

Mac, Hoa

From: Lawler, Mary
Sent: Monday, 30 June 2014 2:28 PM
To: Starick, Kate
Cc: Mac, Hoa; Perrin, Kristie; Chalmers, Jeremy
Subject: Services Agreement for KPMG -Market Soundings for Early Intervention for the ACT
Attachments: Draft Services Agreement KPMG_V2 300614.doc

Good Afternoon Kate

Attached for your review and comments is the draft Services Agreement for KPMG -Market Soundings for Early Intervention for the ACT.

Please advise if there are any changes or additional information that needs to be included.

Regards

Mary Lawler | Contracts Officer

Phone: 02 6205 1382 | Fax 02 6207 2047
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

Mac, Hoa

From: Luck, Surangani
Sent: Wednesday, 25 June 2014 4:19 PM
To: Mac, Hoa
Subject: FW: Final amount - KPMG

Hi Hoa,

Here is the full amount for the brand new Agreement - \$195,298.4

Regards
Suri

From: Luck, Surangani
Sent: Wednesday, 25 June 2014 4:11 PM
To: Starick, Kate
Subject: Final amount

Kate, Here is the full amount including GST

\$195,298.4

Regards,

Suri
Surangani Luck | Ag Senior Manager , Contracts and Grants Unit
Phone: (02) 6205 4655 | Fax: (02) 6205 0940 |

Community Services Directorate | **ACT Government** |
Nature Conservation House, Belconnen

Mac, Hoa

From: Luck, Surangani
Sent: Wednesday, 25 June 2014 2:49 PM
To: Starick, Kate
Cc: Mac, Hoa; Perrin, Kristie
Subject: RE: ECI market soundings and transition support - contract variation

+ \$3778.10
= \$41559.00
(incl. GST)

Hi Kate,

As per Joe Short, Director, KPMG's email below, the amount to be varied is \$37,781 excluding GST to cover the following additional activities:

- 5 additional market sounding interviews (\$10,031)
- 7 additional focus groups and analysis of written submissions (\$27,750)

This variation has not been done as yet. GSO (Kendall Harris) advise has been obtained and a variation cannot be undertaken for a short form, hence a brand new Service Agreement has been proposed for this project. Hoa will start preparing this in the absence of Malcome.

Regards
Suri

From: Starick, Kate
Sent: Wednesday, 25 June 2014 2:33 PM
To: Luck, Surangani
Subject: FW: ECI market soundings and transition support - contract variation

FYI
Thanks
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | ACT Government
Level 2 Nature Conservation House | 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Perrin, Kristie
Sent: Friday, 20 June 2014 8:16 AM
To: Starick, Kate; Mitchell, Malcome
Subject: RE: ECI market soundings and transition support - contract variation

Yes that is correct Kate

From: Starick, Kate
Sent: Thursday, 19 June 2014 5:24 PM
To: Mitchell, Malcome
Cc: Perrin, Kristie
Subject: RE: ECI market soundings and transition support - contract variation

Hello Malcolm

Thank you for your advice. If I understand correctly. The current variation can occur, but further variations may trigger the need to enter into an SFA?

Regards
Kate

144

From: Mitchell, Malcome
Sent: Thursday, 19 June 2014 11:50 AM
To: Starick, Kate
Cc: Perrin, Kristie
Subject: RE: ECI market soundings and transition support - contract variation

Kate

Currently the Procurement Plan Minute approved a budget of \$176,000 (GST Inclusive) for the Market Sounding project. The Short Form Contract that was entered into was for the amount of \$153,739.30 (GST Inc). As the variation is within the 10% or \$20,000 we do not need to vary the procurement minute as it is within scope. If there are any further variation regarding contract value I will need to know so that I can prepare a procurement plan variation.

As the contract was entered onto the Short Form Contract, I am seeking advice from GSO to see if there are provision to vary the contract.

If this cannot be undertaken, I have discussed with Kristie, that it may be best to transfer onto a new Services Agreement (Consultancy) or prepare new Short Form Contracts for any further variation that will supersede the short form contract signed 2 June 2014. The Services Agreement will have provision for variation and additional standard conditions.

I am happy to come up and discuss with you.

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

From: Starick, Kate
Sent: Wednesday, 18 June 2014 9:20 PM
To: Mitchell, Malcome
Subject: RE: ECI market soundings and transition support - contract variation

Hi Malcolm – sorry crazy week. Am around on Thursday
Cheers
Kate

From: Mitchell, Malcome
Sent: Monday, 16 June 2014 11:31 AM
To: Starick, Kate
Subject: RE: ECI market soundings and transition support - contract variation

Kate

I came up this morning but your door was closed.

Would you have 5 minutes or an available time I can come up and see you in regards to the procurement of this project.

Thanks

Malcome

From: Mitchell, Malcome
Sent: Monday, 16 June 2014 11:09 AM
To: Starick, Kate
Cc: Luck, Surangani
Subject: RE: ECI market soundings and transition support - contract variation

Morning-Kate

Thanks for the email below. CGU will prepare a variation to include the information below.

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
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From: Starick, Kate
Sent: Monday, 16 June 2014 10:56 AM
To: Short, Joe
Cc: Luck, Surangani; Mitchell, Malcome
Subject: RE: ECI market soundings and transition support - contract variation

Will do
Payment will be made as part of the 2nd instalment
Regards
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | ACT Government
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Great – thanks.

Are you ok to have an updated addendum to the contract prepared from your side that we can sign?

Regards,

Joe

From: Starick, Kate [<mailto:Kate.Starick@act.gov.au>]
Sent: Monday, 16 June 2014 10:51 AM
To: Short, Joe

Cc: Doyle, Nicki
Subject: RE: ECI market soundings and transition support - contract variation

Hello Joe
Agreed
Thank you
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | **ACT Government**
Level 2 Nature Conservation House | 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

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- 5 additional market sounding interviews (\$10,031)
- 7 additional focus groups and analysis of written submissions (\$27,750)

Please let me know if you have any queries.

Kind regards,

Joe

Director
0409 396 444

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ACT NDIS Taskforce | Community Services Directorate | **ACT Government**
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Will do

Payment will be made as part of the 2nd instalment

Regards

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41,559.10

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Mitchell, Malcome

From: Starick, Kate
Sent: Monday, 16 June 2014 10:56 AM
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Cc: Luck, Surangani; Mitchell, Malcome
Subject: RE: ECI market soundings and transition support - contract variation

Will do
Payment will be made as part of the 2nd instalment
Regards
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
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Thank you
Kate

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Invoice Overview (CSD Reports & Enquiries)

Trading Partner	KPMG	Site	E-493529
Supplier Num	52544	Operating Unit	ACTGOV Operating U
Invoice Num	SA2014.061-1STPAYM	Type	Standard
Batch Name	D131401871	Date	13-JUN-2014
Voucher		Currency	AUD
		Amount	30,747.86
PO Number		Unpaid	0.00
Receipt Num		Release	
		Unapplied	
Invoice Status		Settlement Date	
Approval	Not Required	Description	NDIS MARKET SOUNDING SUPPORT 1
Status	Validated	Active Hold	
Accounting	Processed	Reason	
Payment	Fully Paid		

Scheduled Payments				Actual Payments		
Curr	Amount	Remaining	Due Date	Held	Paid By	Paid On
AUD	30,747.86	0.00	18-JUN-2014	<input type="checkbox"/>	1657135 - Electrc	27-JUN-2014
				<input type="checkbox"/>		
				<input type="checkbox"/>		



ACT
Government
Community Services

ACT Public Service
Accounts Payable Invoice Cover Sheet
Community Services Directorate

Staple supporting documents here

Shared Services Red Team (CSD/ACT Health)

Supplier Name:

K P M G

Collect Cheque*

Yes No

Staff Reimbursement:

EFT only - bank account details must be provided below

Yes No

RCTI (Recipient Created Tax Invoice)

Yes No

GST Registered

Yes No

Withholding Tax

Yes No

*Please note all collect cheques are to be collected from Shared Services Centre, Eclipse House, Civic.

Special Requests/Reference Number:

SA2014.061-1ST PAYMENT

Staff Reimbursement:

Staff requesting reimbursement must complete this section

Bank Account Name:

BSB:

Account Number:

Staff Address:

URGENT

Invoice Detail: (All fields are mandatory - grey cells calculate automatically - DO NOT ENTER DETAILS HERE) Please attach ORIGINAL Invoices - copies are not accepted.

ST Codes: 10%AP (10%), Free (F), Input Taxed (IT), Exempt (Ex), Capital 10% (Cap10%), Capital Free (CapF), Input Taxed Capital (ITCap), Outside Scope (OS), No ABN Withhold (NABN)										
Entity	Cost Centre	Account Code	Int. Trad.	Project	Agency Use	GST Tax Type	Amount \$ (excl GST)	GST \$	Amount \$ (incl GST)	Description
500	51011	712126	99	99999	9999	10%AP	27,952.60	2,795.26	30,747.86	NDIS - Market Sounding Support - 1st Instalment
					9999		-	-		
					9999		-	-		
					9999		-	-		
					9999		-	-		
					9999		-	-		
					9999		-	-		
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					9999		-	-		
					9999		-	-		
					9999		-	-		
					9999		-	-		
					9999		-	-		
					9999		-	-		
Total Amount \$							\$27,952.60	\$2,795.26	\$30,747.86	

Remittance Advice Description:

By signing this form the signatories warrant the Directorate has received the above mentioned goods and/or services (excluding prepayments and deposits)

Prepared By:

Name: Hoa Mac

Signature:

Phone: 51699

Date: 13/06/2014

13/6/14

Surangani Luck

Authorising Officer (Financial Delegate)

Name: Kate Starick

Signature:

Position Number: E0271

Date: 13/6/14



SHORT FORM CONTRACT
for Goods and Services under \$200,000

DATE: 2/6/14

PARTIES AND ADDRESSES FOR SERVICE OF NOTICES

Quote No. SA2014.061

Territory

Name:	AUSTRALIAN CAPITAL TERRITORY established under the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth) represented by Community Services (Territory).		
Address:	Level 2, 153 Emu Bank, BELCONNEN ACT 2616		
Territory Contract Manager:	Kate Starick	Ph: (02) 6205 7062	Email: kate.starick@act.gov.au

Supplier

Name:	K P M G (Supplier).		
ABN/ACN/ARBN:	51 194 660 183		
Address:	10 Shelley Street, SYDNEY NSW 2000		
Supplier Contract Manager:	Ms Liz Forsyth	Ph: (02) 9335 7000	Email: lforsyth@kpmg.com.au

This Contract includes items 1 – 8, the Supplier's Quotation (if used), the General Conditions of Contract and the Special Conditions (if any).

1 – TERM

The Commencement Date is 20/05/2014 or when this Contract is signed by the second party, whichever is the later. The Term of this Contract is two (2) months from the Commencement Date.

2 – THE SERVICES

The Consultant is engaged to provide:

- 2.1 Market sounding interviews with Non Government Organisations who may be interested in the delivery of existing ACT Early Intervention Services;
- 2.2 Market sounding interviews with peak body organisations and wider providers in order to understand best practice delivery models for early intervention. This will provide insight into broader opportunities for improving service delivery as part of the transition of services from government;
- 2.3 A stakeholder forum on 2 June 2014 to present the proposed changes to early intervention

services and invite feedback from key stakeholders such as service providers, families and carers.

- 2.4 High level desktop review to identify best practice models for early intervention based on national and international practice and research, which will be largely drawn from existing literature scans provided by Disability ACT;
- 2.5 A programme of seven focus groups with clients (parents, families and carers) in order to identify opportunities for service model improvement and to inform thinking regarding the attributes of a preferred provider.
- 2.6 Analysis of the outcome of sector conversations in order to inform the options available to government in any potential transitioning of services. This analysis will provide an overview of initial provider interest, capacity, capability, risks and recommissioning considerations. Soundings will also look to 'seed' market interest where possible.

METHODOLOGY

2.7 The Consultant will deliver the services outlined below:

(1) ~~Stage One Project initiation, market soundings and focus group planning.~~

Establish a common understanding upfront and to ensure a smooth process which will include:

- (a) Confirm the project scope, purpose, milestones, key deliverable;
- (b) confirm the project management processes, roles and responsibilities of the Consultant and government (e.g. project governance, meetings, reporting, risk and issue capture and escalation etc.);
- (c) confirming confidentiality arrangements; and
- (d) finalise a draft interview scrip and confirm the list of providers/peak bodies to interview.
- (e) Discuss the agenda and facilitation arrangements for the stakeholder forum on 2 June 2014.
- (f) Finalise the arrangements and logistics for focus groups. Focus groups participants will be chosen by Disability ACT (Education and Training Directorate with input from Therapy ACT) and session times / locations chosen to maximise participation (e.g. playgroups). Focus groups will be limited to 5 parents / family members / carers per session and will be performed for 1-2 hours. Sessions will be facilitated by an experienced KPMG professional, with an additional team member taking notes. All logistical arrangements will be made by Disability ACT (Education and Training Directorate).

This stage will consider a project plan which outlines the key tasks, deliverables and milestones.

(2) ~~Stage Two - Review of best practice models, Market soundings and focus groups~~

The Consultant will undertake a desktop review of best practice models for the delivery of early intervention services. The desktop review will be high level, and seek to identify best practice models for early intervention based on national and international practice and research. The desktop review will be largely drawn from existing literature scans provided by Disability ACT, and will consist of a synthesis of this information, in a short 20 – 30 page report. This will be provided to Disability ACT prior to the commencement of the market soundings and focus groups for review.

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The Consultant will perform the soundings regarding Early Intervention Services provided by the Education and Training Directorate (ETD) and Disability ACT as agreed within the planning stage. Sounding will focus on seeking alternate delivery models to those provided through the ETD. 25 providers will be interviewed as part of this stage.

Soundings will also include up to five peak bodies / wider providers in order to identify and map leading practice in the delivery of early intervention. We shall perform a high level desktop review of best practice in advance of interviews to inform our conversations.

The Consultant will perform seven focus groups. Focus groups will be conducted as agreed within the planning stage.

(3) State Three reporting outputs will be as follows:

- 2.8 An overview of indicative levels of interest in the services as well as any areas of concern of perceived risk;
- 2.9 Key points arising from the market soundings and focus groups supporting a transition of services
- 2.10 Emerging finding with regards to extent to which providers have the capacity or capability to expand into service delivery, or are limited by factors such as financing or resourcing.
- 2.11 An overview of service delivery best practice, and how a transition of services to the non government sector may facilitate the adoption of the best practice in the ACT;
- 2.12 An assessment, based on the market soundings, regarding major risks facing government in achieving their service transition timetable and identification of potential mitigation strategies; and
- 2.13 An outline of next steps work that should be performed. These steps are likely to suggest a program of financial analysis, stakeholder engagement, formal market soundings and the development of procurement and tender specifications. The report will contain emerging thoughts within each of these areas as per the results of soundings, and highlight where further work should focus.

If, during the course of the Engagement, it is determined that adjustment to the engagement are required, then these adjustments will be discussed and agreed by both parties.

3 - TIMING AND DELIVERY DATES

The Consultant will to deliver the Services in accordance with the following table:

	Milestone	Estimated Timing
1	Project initiation meeting	19 May 2014
2	Draft project plan and interview guide submitted	22 May 2014
3	Desktop Review	28 May 2014
4	Market soundings and focus groups	28 May - 3 July 2014

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5	Draft report submitted	11 July 2014
6	Final consultation report submitted	18 July 2014

4 REPORTING

The Consultant will be required to submit to the Territory the following reports:

- (1) A draft project plan;
- (2) A draft report; and
- (3) A final report.

5 CONTRACT PRICE AND PAYMENT

For the purpose of this Item 5, Invoice means a correctly rendered invoice that:

- (a) is a valid tax invoice under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) clearly sets out details of the Supplies provided, and the amount due for payment correctly calculated in respect of the Supplies provided under the terms of this Contract.

The Contract Price is \$153,739.30 (including GST). It is payable in instalments following receipt of Invoices in accordance with this Contract. An Invoice may only be rendered upon satisfactory completion by the Supplier of the milestones as set out in the following table and otherwise according to the terms of this Contract.

Instalment	Amount of Instalment (incl. GST)	Milestone
1	20% or \$30,747.86	On execution of this Agreement.
2	40% or \$61,495.72	On completion of 15 market soundings.
3	40% or \$61,495.72	Upon delivery of the final report.

For any out-of pocket expenses the Consultant must obtain approval from the Territory prior to undertaking Service.

6 WARRANTY PERIOD

Not applicable.

7 - CONFIDENTIAL TEXT under the Government Procurement Act 2001 (ACT)

Not Applicable

8 - INSURANCE

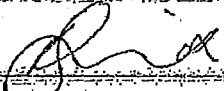
The Consultant must effect and maintain for the Term, the following insurances, and must provide evidence of the insurance if required by the Territory:

- (1) Public Liability insurance with coverage in the amount of no less than \$10 million in respect of each occurrence;
- (2) Professional Indemnity insurance with coverage in the amount of no less than \$5 million in the annual aggregate; and
- (3) Workers compensation insurance.

SHORT FORM CONTRACT for Goods and Services under \$200,000

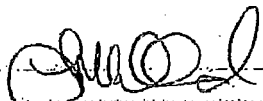
SIGNED AS A CONTRACT ON 2/16 2014

SIGNED for on behalf of the
AUSTRALIAN CAPITAL TERRITORY


Signature of Territory delegate

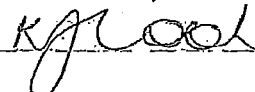
in the presence of:

Kate Starick
Print name

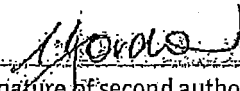

Signature of witness

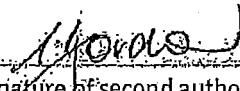
LISA McQUEENAND
Print name

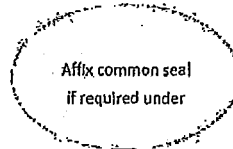
SIGNED by of for and on the behalf of
KPMG
ABN 51 194 660 183


Signature of director/authorised officer
KATHRYN COOL
Print name
PARTNER

in the presence of:


Signature of director/secretary/witness
Christa Gordon, Partner
Print name


Signature of second authorised officer*
Christa Gordon, Partner
Print name and position



Note
 Date: Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page.
 Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.
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Current details for ABN: 51 194 660 183

ABN details

Entity name: K-P-M-G
ABN status: Active from 01 Nov 1999
Entity type: Other Partnership
Goods & Services Tax (GST): Registered from 01 Jul 2000
Main business location: NSW 2000

Business name(s)

Business name	From
SR7	21 Mar 2014

Trading name(s)

Trading name	From
KPMG	29 Oct 2003

Deductible gift recipient status

Not entitled to receive tax deductible gifts

Disclaimer

The Registrar of the ABR monitors the quality of the information available on this website and updates the information regularly. However, neither the Registrar of the ABR nor the Commonwealth guarantee that the information available through this service (including search results) is accurate, up to date, complete or accept any liability arising from the use of or reliance upon this site.

ABN last updated: 21 Mar 2014

Record extracted: 13 Jun 2014



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6 – WARRANTY PERIOD

Not applicable.

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7 - CONFIDENTIAL TEXT under the Government Procurement Act 2001 (ACT)

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The Consultant must effect and maintain for the Term, the following insurances, and must provide evidence of the insurance if required by the Territory:

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SHORT FORM CONTRACT for Goods and Services under \$200,000

SIGNED AS A CONTRACT ON 2/16/2014

SIGNED for on behalf of the AUSTRALIAN CAPITAL TERRITORY

Signature of Territory delegate

in the presence of:

Signature of witness
Kate Starick
Print name

Signature of witness

LISA MCCLELLAND
Print name

SIGNED by of for and on the behalf of KPMG ABN 51 194 660 183

Signature of director/authorised officer

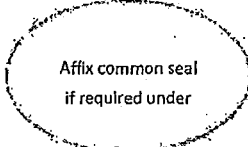
Signature of witness
KATHRYN COOK
Print name PARTNER

in the presence of:

Signature of director/secretary/witness

Signature of second authorised officer*
Christa Gordon, Partner
Print name and position

Print name



- Note
- Date: Must be dated on the date the last party signs the contract or, if signed counterparts of the contract are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal must be affixed if required under the Supplier's constitution.
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SHORT FORM CONTRACT for Goods and Services under \$200,000

ATTACHMENT A - CONSULTANTS QUOTATION

Not Applicable.

ATTACHMENT B - GENERAL CONDITIONS OF CONTRACT

1. Provision of Supplies

The Supplier must provide the Supplies according to the provisions of this Contract and to a standard of care, skill and diligence expected of a person who regularly acts in the capacity in which the Supplier is engaged.

(a) all Contract Material, including any intellectual property rights, vests on its creation with the Territory;

(b) all Territory Material, including any intellectual property rights, remains with the Territory; and

2. Acceptance

2.1 If the Territory notifies the Supplier that the Supplies are defective, damaged or unfit for the purpose specified in or implied by this Contract, the Territory may, in the case of:

- (a) goods, require replacement Supplies; or
- (b) services, require the Supplier to provide the Supplies again.

(c) all Support Material, including any intellectual property rights, remains the property of the Supplier.

2.2 If the Territory does not notify the Supplier of any issues in accordance with clause 2.1 within 14 days of receiving the Supplies, the Territory is taken to have accepted the Supplies.

4.2 The Territory grants to the Supplier a royalty-free, limited licence to use the Contract Material and Territory Material for the Term.

4.3 The Supplier:

3. Warranty

If the Supplies are or include goods, the Supplier must:

(a) during the Warranty Period, without delay and at no cost to the Territory, correct all defects in the Supplies by way of repair, replacement or such other means acceptable to the Territory; and

(a) grants to the Territory, a perpetual, royalty-free licence to use the Support Material to the extent necessary for the Territory to obtain the full benefit of the Supplies; and

(b) ensure, to the extent practicable and permitted by law, that the Territory receives the benefit of any warranty given by a third party with respect to any goods,

(b) warrants that the Territory's use of any Contract Material and Support Material under this Contract will not infringe the intellectual property rights of, or create any obligations in connection with, any third party.

however:

(c) this does not in any way relieve the Supplier of any obligation or warranty by it under this Contract; and

(d) the Supplier is liable for all costs incidental to the discharge of any warranty under this Contract.

4.4 The Supplier must safeguard and preserve Contract Material and Territory Material in its possession or control and deliver to the Territory all Contract Material and Territory Material on expiration or termination of this Contract (other than copies that the Territory authorised the Supplier to retain).

4. Ownership and use of material

4.1 Ownership of:

5. Supplier's Personnel

The Supplier must, in providing the Supplies:

(a) engage only persons who have the skills, training and expertise appropriate for the Supplies; and

(b) comply with all reasonable requirements notified by the Territory regarding suitability and fitness of persons engaged for the provision of the Supplies.

6. Non-disclosure of Territory Information

The Supplier must:

(a) use Territory Information held in connection with this Contract only for the purposes of fulfilling its obligations under this Contract;

(b) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cth), as if they were provisions of this Contract and the Supplier was a collector and/or record-keeper of the Personal Information under the Act;

(c) not transfer Territory Information held in connection with this Contract outside the Territory, or allow any person (other than its authorised personnel) outside the Territory to have access to it, without prior written approval of the Territory;

(d) notify the Territory immediately if the Supplier becomes aware that a disclosure of Territory Information may be required by law or any

unauthorised disclosure of Territory Information has occurred.

7. Confidential Text under the Procurement Act

7.1 In giving effect to the principles of open and accountable government, the Territory may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential.

7.2 Except as provided in this Contract, the Territory must not disclose Confidential Text to any person without the prior written consent of the Contractor (which consent will not be unreasonably withheld) except to the extent that Confidential Text:

- (a) is required or authorised to be disclosed under law;
- (b) is reasonably necessary for the enforcement of the criminal law;
- (c) is disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (d) is generally available to the public;
- (e) is in the possession of the Territory without restriction in relation to

disclosure before the date of receipt from the Contractor;

(f) is disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or

(g) is disclosed to the ombudsman or for a purpose in relation to the protection of public revenue.

8. Indemnity and Liability

8.1 The Supplier indemnifies the Territory against claims, costs and expenses for all loss or damage caused by a wilful or unlawful act or omission by the Contractor in its provision of the Supplies.

8.2 The Supplier's liability under this Contract is limited to all costs necessary to, as applicable:

- (a) replace the Supplies;
- (b) provide the Supplies again; or
- (c) refund the Territory the whole of the Contract Price,

except with respect to:

- (d) personal injury or death;
- (e) loss of, or damage to, tangible property; or
- (f) third party claims against the Territory, including infringement of intellectual property rights.

9. Termination

The Territory may terminate this Contract, at any time by notice to the Supplier, if the Supplier:

(a) is or becomes bankrupt or insolvent, enters into voluntary administration or makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors;

(b) fails to provide the Supplies within, or to meet any other, timeframes specified in this Contract; or

(c) is in breach of a provision of this Contract, where that breach:

- (i) if capable of being remedied, is not remedied within the period specified in a notice by the Territory, or
- (ii) is not capable of being remedied.

10. Conduct in Territory Premises

The Supplier must, when using Territory premises or facilities, comply with all reasonable directions of the Territory.

11. Notices

Any notice or communication under this Contract will be effective if it is in writing, from one Contract Manager and delivered to the other Contract Manager. A notice will be deemed to have been delivered:

- (a) if delivered by hand, on delivery;
- (b) if sent by prepaid mail, on the expiration of two business days;
- (c) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (d) if sent by electronic mail, on the other party's acknowledgement of receipt by any means.

12. Assignment and Subcontracting

The Supplier must not assign or subcontract any of its rights or obligations under this Contract without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

13. Survival

Clauses 4, 6 and 8 of this Contract survive the termination or expiration of this Contract.

14. Applicable Law

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

15. Definitions and Interpretation

"Contract Material" means all material created, written or otherwise brought into existence as part of, or for the purpose of providing the Supplies including all reports (whether in draft or

final form), documents, information and data stored by any means.

"Personal Information" means information or an opinion (including information or an opinion forming part of a

database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"Territory Information" means the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Territory which are by their nature confidential;
- (b) is notified (whether in writing or not) by the Territory to the Supplier as being confidential; or
- (c) is Personal Information,

but does not include information that:

- (d) is or becomes public knowledge other than by breach of this Contract;
- (e) has been independently developed or acquired by the Supplier; or
- (f) has been notified by the Territory to the Supplier as not being confidential.

"Territory Material" means any material provided by the Territory to the Supplier for the purposes of this Contract including documents, equipment, information and data stored by any means.

SPECIAL CONDITIONS

The following Specified Personnel are to provide the Supplies:

Name	Position
Liz Forsyth	Partner, Government Advisory Services
Joe Short	Engagement Officer
Nicki Doyle	Project Manager

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The Supplier must provide replacement personnel acceptable to the Territory at no additional charge and at the earliest opportunity if the Specified Personnel are unable to provide any of the Supplies.

**ACT**

Government

Commerce and Works

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Procurement Plan Minute

PROCUREMENT OVERVIEW	
To	Deputy Director-General, Community Services Directorate (CSD) <i>sc 21/5</i> <ul style="list-style-type: none">• Executive Coordinator, NDIS Taskforce• Senior Director, Finance and Budget CSD
Name of Project	Engagement for early intervention market sounding support.
Purpose	This Minute seeks your approval to undertake a single select procurement process to engage KPMG to undertake market soundings for early intervention for the ACT.
Estimated value (\$)	The total contract value is \$176,000 (GST inclusive).
Timing/urgency	Urgent - Commence service by "20 May 2014"
Tender Number	2014.061
Is Government Procurement Board sign off required?	No, the estimate value of this procurement is below the \$5,000,000 threshold for goods and services procurement.
Is ACT Government Solicitor consultation required?	The Territory will use the template documents developed by the Government Solicitor. If required, their services will be engaged for specific activities.

PROCUREMENT REQUIREMENTS	
Background	<p>The ACT Government has announced its staged withdrawal from the provision of specialist disability supported accommodation, therapy and early intervention services over a period of three years until June 2017.</p> <p>This will be a major change in the way services are provided to people with a disability and is intended to increase the range of non-government organisations working in this area, in line with the principles of the National Disability Insurance Scheme (NDIS).</p> <p>Therapy services will continue to be provided during the two-year NDIS trial period which commences on 1 July 2014. The Community Services Directorate's therapy services will move to a new model by December 2016, which will bring changes to how services are currently provided. Therapy ACT will withdraw from specialist disability services by this date.</p> <p>The ACT Government will continue to provide intake, referral and assessment services; however the location and delivery of these services will change over time.</p> <p>Under the NDIS, there will be no changes to the delivery of Education and Training Directorate's early intervention programs in 2014.</p> <p>From 2015, early intervention services will be provided by non government organisations. This will allow for more inclusive, integrated and family-</p>

	<p>centred support for children with a disability and their families and carers.</p> <p>The vast majority of children in early intervention programs in 2014 will transition through normal processes to preschool or school, including specialist schools for the start of 2015. Specialist schools will continue to deliver a four-year-old specialist preschool program.</p>
Objective or scope of works or services to be provided	<p>The objective is to engage KPMG to undertake market soundings for early intervention for the ACT.</p> <p>The service will provide:</p> <ul style="list-style-type: none"> a) a programme of market sounding interview with at least 25 Non Government Organisations which may be interested in the delivery of existing ACT Early Intervention Services; b) a programme of market sounding interview with up to five (5) peak body organisations and wider providers in order to understand best practice delivery models for early intervention. This will provide insight into broader opportunities for improving service delivery as part of the transition of services from government; c) seven focus groups with families; 5 people in each group; d) high level desktop review to identify best practice models for early intervention; and e) an analysis of the outcome of sector conversations in order to inform the options available to government in any potential transitioning of services, which will provide an overview recommendation. <p>Refer to the Statement of Requirement at Attachment A</p>
Type	Services
Funding	Funding is available from the ACT NDIS Taskforce budget.
Site	N/A.
Consultation (including pre tender)	N/A.

PROCUREMENT RISK	
Risk	The risk is identified as Medium. Refer to ATTACHMENT B .

PROCUREMENT METHODOLOGY	
Description of the procurement method to be used	Single Select Procurement.
Negotiation	Refer to ATTACHMENT C .
Is this suitable to be a Social Procurement?	No, this project is not suitable to be a social procurement.

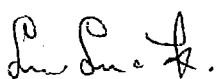
NEGOTIATION TEAM			
Name	1. Kate Starick	2. Jacinta Evans	3. Richard Baumgart
Position	Chair	Member	Member
Agency	ACT NDIS Taskforce Community Services Directorate	Therapy ACT, Community Services Directorate	Disability ACT, Community Services Directorate
Statement on team composition	The negotiation team has been carefully selected on the basis of their understanding and knowledge of the requirements set out in this Negotiation, as well as past experience in the Negotiation process. Team members have been appointed and will not be removed or replaced without approval from the Delegate.		

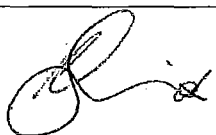
CONTRACT MANAGEMENT	
Number of contracts	One (1) Services Agreement will be entered into.
Contract management	The Services Agreement will be managed by an experienced officer from the ACT NDIS Taskforce who is appropriately skilled to undertake the management of this Services Agreement and monitored by the Contracts and Grants Unit.
Period of contract(s)	The period of the contract will be for a maximum 2 months.


AUSTRALIAN FREE TRADE AGREEMENTS (FTAs)	
Does the AUSFTA / Australia-Chile FTA apply?	No, the estimate is in below of the \$573,000 threshold level for goods and services procurement.

AUSTRALIAN GOVERNMENT FUNDING	
Is there Australian Government funding attached to the procurement?	No, there is no Australian Government funding attached to the procurement.

EXEMPTIONS	
Exemption Type	<p>Part 2 of the Government Procurement Regulation 2007 specifies 'Government procurement – quotation and tender thresholds'. Under Section 10 of the regulation, the responsible Chief Executive for the Territory entity may, in writing.</p> <p>Exempt the entity from a requirement mentioned in section 6 or section 9 for a particular procurement proposal [Clause 10(1)]; only if satisfied, on reasonable grounds, that the benefit of the exemption outweighs the benefit in requiring compliance with the requirement.</p> <p>Clause 6: Procurement of goods, services or works for \$25,000 of more and less than \$200,000</p> <p>A Territory entity must seek at least 3 written quotations from suppliers for the procurement of goods, services or works if the total estimated value of the procurement is \$25,000 or more and less than \$200,000.</p>
Reason for Exemption	<p>The reasons for the exemption are as follows:</p> <p>(1) Existing knowledge:</p> <ul style="list-style-type: none"> • KPMG undertook similar services for Community Services Directorate during previous years. This work builds upon work completed late 2013. • KPMG has undertaken modelling work on similar projects and meet the short timeframe of the consultancy. • KPMG has a demonstrated understanding of the Disability Services in the ACT. <p>(2) Timeframe:</p> <ul style="list-style-type: none"> • KPMG is able to meet the urgent timeframe for this Project. • There is insufficient time to go to market and still complete the work in the timeframe required therefore an exemption is required from Section 10.

CONTRACTS AND GRANTS UNIT RECOMMENDATION			
Name	Surangani Luck	Phone Number	(02) 6205 4655
Position	A/g Senior Manager		
Signature		Date	21 May 2014

AGENCY ENDORSEMENT			
Name	Kate Starick	Phone Number	(02) 6207 1475
Position	Director, NDIS Taskforce		
Signature		Date	21/5/14

DEPUTY DIRECTOR GENERAL APPROVAL			
Name	Sue Chapman		
Position	Deputy Director-General		
Statement	<p>The Procurement Plan and attachments are approved.</p> <p>I am satisfied that the benefit in giving the exemption outweighs the benefit in requiring compliance with the Quotation and Tender Threshold requirements set out in the Government Procurement Regulation 2007 and the consultation requirements for the Economic White Paper for the reason(s) stated above.</p>		
Signature		Date	21.5.14

ATTACHMENT A

STATEMENT OF REQUIREMENTS
Engagement for Early Intervention Market Sounding Support

1. BACKGROUND

The National Disability Insurance Scheme is a new way of providing community linking and individualised support for people with permanent and significant disabilities, their families and carers. For further information refer to <http://www.ndis.gov.au/>.

The National Disability Insurance Scheme is underpinned by a set principles:

- 1.1 People with a disability have the same right as other members of Australian society to realise their potential for physical, social, emotional and intellectual development.
- 1.2 People with disability should be supported to participate in and contribute to social and economic life to the extent of their ability.
- 1.3 People with disability and their families and carers should have certainty that people with disability will receive the care and support they need over their lifetime.
- 1.4 People with disability should be supported to exercise choice, including in relation to taking reasonable risks, in the pursuit of their goals and the planning and delivery of their supports.
- 1.5 People with disability should be supported to receive reasonable and necessary supports, including early intervention supports.
- 1.6 People with disability have the same right as other members of Australian society to respect for their worth and dignity and to live free from abuse, neglect and exploitation.
- 1.7 People with disability have the same right as other members of Australian society to pursue any grievance.
- 1.8 People with disability have the same right as other members of Australian society to be able to determine their own best interests, including the right to exercise choice and control, and to engage as equal partners in decisions that will affect their lives, to the full extent of their capacity.
- 1.9 People with disability should be supported in all their dealings and communications with the Agency so that their capacity to exercise choice and control is maximised in a way that is appropriate to their circumstances and cultural needs.
- 1.10 People with disability should have their privacy and dignity respected.
- 1.11 Reasonable and necessary supports for people with disability should:
 - (a) support people with disability to pursue their goals and maximise their independence;
 - (b) support people with disability to live independently and to be included in the community as fully participating citizens; and

- (c) develop and support the capacity of people with disability to undertake activities that enable them to participate in the community and in employment.

1.12 The role of families, carers and other significant persons in the lives of people with disability is to be acknowledged and respected.

1.13 The role of advocacy in representing the interests of people with disability is to be acknowledged and respected, recognising that advocacy supports people with disability by:

- (a) promoting their independence and social and economic participation; and
- (b) promoting choice and control in the pursuit of their goals and the planning and delivery of their supports; and
- (c) maximising independent lifestyles of people with disability and their full inclusion in the community.

1.14 People with disability should be supported to receive supports outside the National Disability Insurance Scheme, and be assisted to coordinate these supports with the supports provided under the National Disability Insurance Scheme.

1.15 Innovation, quality, continuous improvement, contemporary best practice and effectiveness in the provision of supports to people with disability are to be promoted.

1.16 Positive personal and social development of people with disability, including children and young people, is to be promoted.

2. SERVICES

The Territory is seeking to engage a Consultant that will provide:

- 2.1 Market sounding interviews with 25 Non Government Organisations who may be interested in the delivery of existing ACT Early Intervention Services;
- 2.2 Market sounding interviews with up to five (5) peak body organisations and wider providers in order to understand best practice delivery models for early intervention. This will provide insight into broader opportunities for improving service delivery as part of the transition of services from government;
- 2.3 High level desktop review to identify best practice models for early intervention;
- 2.4 Analysis of the outcome of sector conversations in order to inform the options available to government in any potential transitioning of services. This analysis will provide an overview of initial provider interest, capacity, capability, risks and recommissioning considerations. Soundings will also look to 'seed' market interest where possible.

3. METHODOLOGY

3.1 The Consultant will be required to deliver the services outlined below:

- (1) Stage One establish a common understanding upfront and to ensure a smooth process which will include:
 - (a) confirming the project scope, purpose, milestones; key deliverable;

- (b) confirming the project management processes, roles and responsibilities of the Consultant and government (e.g. project governance, meetings, reporting, risk and issue capture and escalation etc.);
- (c) confirming confidentiality arrangements; and
- (d) finalise a draft interview scrip and confirm the list of providers/peak bodies to interview.

This stage will consider a project plan which outlines the key tasks, deliverables and milestones.

- 3.2 Stage Two perform the soundings regarding Early Intervention Services provided by the Territory. 25 providers will be interviewed as part of this stage. The consultancy will also include up to five (5) peak bodies/wider providers in order to identify and map leading practice in the delivery of early intervention services.
- 3.3 State Three report the outputs will be as follows:
 - (1) An overview of indicative levels of interest in the services as well as any areas of concern of perceived risk;
 - (2) Emerging finding with regards to extent to which providers have the capacity of capability to expand into service delivery, or are limited by factors such as financing or resourcing.
 - (3) An overview of service delivery best practice, and how a transition of services to the non government sector may facilitate the adoption of the best practice in the ACT;
 - (4) An assessment, based on the market soundings, regarding major risks facing government in achieving their service transition timetable; and
 - (5) An outline of next steps work that should be performed. These steps are likely to suggest a program of financial analysis, stakeholder engagement, formal market soundings and the development of procurement and tender specifications. The report will contain emerging thoughts within each of these areas as per the results of soundings, and highlight where further work should focus.

If, during the course of the Engagement, it is determined that adjustment to the engagement are required, then these adjustments will be discussed and agreed by both parties.

4 TIMEFRAME

The Consultant will be required to deliver the Services in accordance with the following table:

	Milestone	Estimated Timing
1	Project initiation meeting	19 May 2014
2	Draft project plan and interview guide submitted	22 May 2014
3	Market soundings	22 May – 19 June 2014
4	Draft report submitted	27 June 2014
5	Final consultation report submitted	4 July 2014

5 REPORTING

The Consultant will be required to submit to the Territory the following reports:

- (1) A draft project plan;
- (2) A draft report; and
- (3) A final report.

6 BUDGET

The budget is capped to an amount of \$160,000 (GST exclusive).



ACT
Government
Commerce and Works

Shared Services Procurement Risk Management

Risk Management Plan: Title Page

Project: Engagement for early intervention market sounding support

Project Objectives: To engage KPMG to undertake market soundings for early intervention for the ACT.

Created by:

Reviewed by: Kate Starick

Date:

ACTPS Stakeholders				
SSP Officer Responsible				
Risk Number – from Part 1 Risk Identification	Risk Owners – Who is responsible for managing the risk?		Risk Number – from Part 2 Risk Treatments	Who is responsible for managing risk treatments?
R1.	Director ACT NDIS Taskforce		R 1.	
R 2.	Director ACT NDIS Taskforce		R 2.	
R 3.	Director ACT NDIS Taskforce		R 3.	

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Risk Criteria



ACT Government Risk Matrix

	Insignificant	Minor	Moderate	Major	Catastrophic
People	Injuries or ailments not requiring medical treatment.	Minor injury or First Aid Treatment Case.	Serious injury causing hospitalisation or multiple medical treatment cases.	Life threatening injury or multiple serious injuries causing hospitalisation.	Death or multiple life threatening injuries.
Reputation & Image	Internal Review	Scrutiny required by internal committees or internal audit to prevent escalation.	Scrutiny required by external committees or ACT Auditor General's Office, or Inquest, etc.	Intense public, political and media scrutiny. Eg: front page headlines, TV, etc.	Assembly inquiry or Commission of inquiry or adverse national media.
Environmental	Limited effect to something of low significance	Transient, minor effects	Moderate, short-term environmental harm	Significant, medium-term environmental harm	Long term environmental harm
Cultural & Heritage	Low-level repairable damage to commonplace structures	Mostly repairable damage	Permanent damage to items of cultural significance	Significant damage to structures or items of cultural significance	Irreparable damage to highly valued items of cultural significance
Business Process & Systems	Minor errors in systems or processes requiring corrective action, or minor delay without impact on overall schedule.	Policy procedural rule occasionally not met or services do not fully meet needs.	One or more key accountability requirements not met. Inconvenient but not client welfare threatening.	Strategies not consistent with Government's agenda. Trends show service is degraded.	Critical system failure, bad policy advice or ongoing non-compliance. Business severely affected.
Financial	1% of Budget or <\$5K	2.5% of Budget or <\$50K	> 5% of Budget or <\$500K	> 10% of Budget or <\$5M	>25% of Budget or >\$5M

Likelihood	Frequency			Matrix						
	Almost Certain	Likely	Possible	Unlikely	Rare	1	2	3	4	5
Almost Certain	Is expected to occur in most	Once a quarter or more	>1 in 10	5	Medium	High	High	High	High	High
Likely	Will probably occur	Once a year or more	1 in 10 - 100	4	Medium	Medium	High	High	High	High
Possible	Might occur at some time in the future	Once every 1 - 5 years	1 in 100 - 1,000	3	Low	Medium	Medium	High	High	High
Unlikely	Could occur but doubtful	Once every 5 - 20 years	1 in 1,000 - 10,000	2	Low	Medium	Medium	High	High	High
Rare	May occur but only in exceptional circumstances	Once every 20 - 100 years	1 in 10,000 - 100,000	1	Low	Low	Medium	Medium	High	High

Risk Control Effectiveness

Control Effectiveness	Guide
Adequate	Nothing more to be done except review and monitor the existing controls. Controls are well designed for the risk, are largely preventative and address the root causes and Management believes that they are effective.
Room for improvement	Most Controls are designed correctly and are in place and effective however there are some controls that are either not correctly designed or are not very effective. There may be an over-reliance on reactive controls. Some more work to be done to improve operating.
Inadequate	Significant control gaps or no credible control. Either controls do not treat root causes or they do not operate effectively. Controls if they exist are just reactive. Management has no confidence that any degree of control is being achieved due to poor control design and/or very limited operational effectiveness.

Priority For Attention

Priority	Suggested Timing of Treatment	Authority for controlled tolerance of risk
High	Short term - normally within one month Detailed action plan required	Director-General
High	Medium Term - normally within three months Needs senior management attention	Senior Executive
Medium	Normally within 1 year Specify management responsibility	Managers
Low	Ongoing control as part of a management system. Manage by routine procedures	All Staff

Priority for Attention - Action

Every care should be taken to act as soon as possible to implement risk control measures where ever possible or to take action to fix the problem. **Extreme Risks and High Risks especially where the risk relates to people & personal injury** require us to act immediately to take steps to fix the problem.

** The suggested timing of treatment does not mean that immediate action ought not be taken or that the timing can not be completed sooner than suggested.

Note: When identifying, analysing and rating risk consideration should be given, but not necessarily limited to, the attached categories of risk and the suggested examples of frequency and consequences.

Risk Register Part 1 - Risk Identification

Risk Reference	The Risk: What can happen? Description of the risk	Source How can this happen? Drivers to the risk Contributor or source of the risk	Impact / Outcome What will be the outcome or effect	Risk Owner – the person responsible for managing the risk
R 1.	Delay in the Procurement Process.	<ul style="list-style-type: none"> • Procurement process is not completed on time. • The Statement of Requirement does not fully address the services being provided. 	<ul style="list-style-type: none"> • Unable to have an agreement in place within an agreed timeframe. • No tenders received. • Delay in commencement in service. 	Director, ACT NDIS Taskforce.
R 2.	Failure to proactively manage key relationships/insufficient consultation with key stakeholders.	<ul style="list-style-type: none"> • Insufficient communications stakeholders. • Lost credibility with the sector/conflicting messages. 	<ul style="list-style-type: none"> • Political and/or media attention. • Services not delivered. • Poor planning outcomes for launch of NDIS. 	Director, ACT NDIS Taskforce.
R 4.	Breakdown in negotiations with the preferred Consultant.	<ul style="list-style-type: none"> • Services Agreement is not entered into with the preferred Consultant. • Possible negative media and political attention. • Negative community feedback. • Negative impact on the Directorate's reputation. 	<ul style="list-style-type: none"> • Services unable to commence. 	Director, ACT NDIS Taskforce.

Risk Register part 2 – Risk Evaluation and Risk Treatment

Risk Reference	Risk Controls which are currently in place <i>This field is for the risk controls that already exist and are currently managing the risk</i>	Risk Rating			Control Effectiveness Rating	Action to be taken <i>Where rating is rated as “Room for Improvement” or “inadequate” include further risk treatment strategies or a rationale behind no further action</i> <i>Reference can be made to an attaching “cost / benefit analysis” or “risk treatment action plan” for relevant risks.</i>	Risk Treatment Owner – officer responsible for Management of	Risk rating following additional risk controls			Control Effectiveness rating	Monitoring and reviewing <i>Monitored by whom. Include details about frequency of monitoring in addition to the final review. Where appropriate refer to a “risk treatment plan.”</i>
		Consequence	Likelihood of Consequence	Inherent Risk Rating				Consequence	Likelihood of Consequence	Residual Risk Rating		
R 1.	Project to be treated as a priority to ensure Services Agreement is developed with no unavoidable delays.	Minor	Unlikely	Medium	Adequate							
R 2.	Consultation meetings to be held with the stake holders.	Moderate	Possible	Medium	Adequate							
R 4.	Establishment of timelines included in the Agreement. The Territory will liaise closely with the Consultant regarding timeline delays.	Minor	Unlikely	Medium	Adequate							

bt

Negotiation Plan

Contract Negotiations

This Negotiation Plan sets out the arrangements for contract negotiations to be held between Community Services Directorate and KPMG.

1) Contract Negotiation Panel

A) Composition of the Negotiation Panel.

The following Directorate representatives have been identified to conduct contract negotiations:

Negotiation Panel Members	Role
Kate Starick	Chairperson
Jacinta Evans	Member
Richard Baumgart	Member

If, at the time of conducting the negotiation/s, a panel member is unavailable an alternative panel member with comparable experience and knowledge will be identified.

B) Where required, the Negotiation Panel will be assisted by:

External advisor	Role
ACT Government Solicitor's Office	Legal advice
Shared Services Procurement	Procurement advice

The CSD Contracts and Grants Unit will provide assistance where required.

2) Contract Negotiation Process

The Negotiation Panel will be responsible for conducting negotiations with the KPMG and will recommend further action to the delegate. The Negotiation Panel will be responsible for ensuring that, during the course of the negotiations, all entities are given equal and fair opportunity.

A) Role of the Negotiation Panel

The role of the Negotiation Panel is to:

- 1) Conduct contract negotiations with KPMG on the terms and conditions of the contract.
- 2) Seek advice as required.
- 3) Prepare a negotiation report, including recommendations to the Delegate.

B) Strategies for Managing Negotiations:

- 1) Without prior consultation or agreement from the Negotiation Panel, no position is to be discussed on a contentious issue.
- 2) When required by either party, a break should be taken to enable the parties to consider their position.

C) Meetings

- 1) A timetable and the anticipated goals for each meeting will be forwarded to the Consultant prior to the meeting, in order to ensure that both parties are given equal opportunity to prepare and respond to the issues under consideration.
- 2) All parties will be provided equal opportunity during the negotiations to discuss their issues, including the provision of access to appropriate facilities. Meetings may be attended by legal and/or probity advisors. All discussions during meetings will be documented.
- 3) The negotiation timetable will take into account the possible imposition caused by public holidays or anytime required for travel to attend meetings and will build in contingency's for these issues.

D) Issues to be discussed

The following issues will be addressed during contract negotiations:

- 1) Compliance requirements and terms and conditions of the Services Agreement.
- 2) Definition of the Services.
- 3) Clarification of what service model will be applied.
- 4) Project Deliverables.
- 5) Outputs, Performance Indicators and Reporting requirements.

E) Termination of contract negotiations

- 1) Without limiting its rights, the Territory may, at its sole discretion, cease negotiating with the KPMG at any time.
- 2) If the Territory, at its sole discretion, concludes during negotiations with the KPMG retract or attempt to retract any part of its offer, the Territory reserves the right to terminate the negotiation process.

Due Date of Return to CGU:

Trim Number:
DBC-14/324

Contracts and Grants Correspondence Tracker

Subject: Single Select Procurement Plan Minute

Comments:
To engage KPMG to undertake the engagement for early intervention market sounding support for the NDIS Taskforce.

WHAT IS REQUIRED

Correspondence Payment Authorisation Brief Other

SIGN OFF FOR RESPONSE

Director-General			Date
Deputy Director-General	Sue Chapman	<i>[Signature]</i>	Date 21.5.14
Senior Director	Ian Hubbard		Date
Organisational Governance			Date
Executive Director			Date
Director	Kate Starick	<i>[Signature]</i>	Date 21/5/14
Business Unit Name	NDIS Taskforce		Date
Senior Manager			Date
Business Coordinator			Date
Senior Manager, CGU	Surangani Luck	<i>[Signature]</i>	Date
Action/Contact Officer	Malcome Mitchell		Telephone: 53529

CHECK LIST

Outline what is attached:

Original Documentation Reply

Attachments:

- Single Select Procurement Plan Minute
-
-

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Mitchell, Malcome

From: Starick, Kate
Sent: Tuesday, 20 May 2014 7:06 PM
To: Mitchell, Malcome
Cc: Luck, Surangani
Subject: Re: Delegation to endorse the Procurement Plan (Early Intervention Market Sounding Support)

I do. ThanksMalcolm

On 20 May 2014, at 3:10 pm, "Mitchell, Malcome" <Malcome.Mitchell@act.gov.au> wrote:

Kate

I just want to confirm that you have delegation to endorse the procurement plan minute for the Early Intervention Market Sounding Support.

If you can confirm by email will be appreciated.

Thanks

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

Mitchell, Malcome

From: Starick, Kate
Sent: Tuesday, 20 May 2014 6:50 PM
To: Mitchell, Malcome
Cc: Luck, Surangani
Subject: Re: Draft Short Form Contract - Early Intervention Market Sounding Support

Thanks Malcol
Agreed, please proceed
Regards
Kate

On 20 May 2014, at 4:17 pm, "Mitchell, Malcome" <Malcome.Mitchell@act.gov.au> wrote:

Afternoon Kate

Please find the revised draft Short Form Contract for your approval.

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

<Draft Short Form Contract 20 May 2014 MM.docx>

Mitchell, Malcome

From: Luck, Surangani
Sent: Monday, 19 May 2014 2:03 PM
To: Baumgart, Richard
Cc: Starick, Kate; Fitzgerald, Fran; Mitchell, Malcome
Subject: RE: Engagement for Early Intervention Market Sounding

Richard,

It would be great, if you could contact Ian and provide him with an update of this project so that we can expedite obtaining his signature.

Malcome will now obtain the signatures from us prior to us trimming this to Ian.

Regards
Suri

From: Baumgart, Richard
Sent: Monday, 19 May 2014 1:50 PM
To: Mitchell, Malcome
Cc: Starick, Kate; Whitten, Meredith; Fitzgerald, Fran; Luck, Surangani
Subject: RE: Engagement for Early Intervention Market Sounding

Here is the version with all changes accepted and the watermark removed for signature purposes if all are in agreement.

For reference, I've set the budget at the upper end, and the team will bring it in under.

Richard Baumgart | Director | Phone [02 6205 1522](tel:0262051522) |
Disability ACT | Community Services Directorate | ACT Government
153 Emu Bank Belconnen | PO Box 158 Canberra City 2601 | www.act.gov.au

From: Baumgart, Richard
Sent: Monday, 19 May 2014 1:48 PM
To: Mitchell, Malcome
Cc: Starick, Kate; Whitten, Meredith; Fitzgerald, Fran; Luck, Surangani
Subject: FW: Engagement for Early Intervention Market Sounding

Malcome

As per my phone message, this needs to go immediately, so if it has to go to Ian Hubbard, then please let me know so I can call him to talk him through it.

If it does not, and he can be a cc, then please amend accordingly.

I'll talk to Kate and Meredith about signatures for them, if you can also please arrange for Surangani.

ta

Richard Baumgart | Director | Phone [02 6205 1522](tel:0262051522) |
Disability ACT | Community Services Directorate | ACT Government
153 Emu Bank Belconnen | PO Box 158 Canberra City 2601 | www.act.gov.au

From: Mitchell, Malcome
Sent: Monday, 19 May 2014 1:27 PM

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To: Baumgart, Richard
Cc: Luck, Surangani
Subject: FW: Engagement for Early Intervention Market Sounding

Richard

Please find attached the draft procurement plan which I sent to Kate for review.

I have highlighted in yellow the following points which needs confirming.

1. Contract value;
 2. Period of the contract;
 3. Reasons for exemption; and
 4. Who the negotiation members are.
-

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

From: Mitchell, Malcome
Sent: Monday, 19 May 2014 11:49 AM
To: Starick, Kate
Cc: Luck, Surangani
Subject: FW: Engagement for Early Intervention Market Sounding

Morning Kate

I am following up in regards to the Procurement Plan which I forwarded to you late Friday. Have you had a moment to review and clarify the sections which are highlighted in yellow.

Any queries, please contact Suri or myself.

Thanks

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

From: Mitchell, Malcome
Sent: Friday, 16 May 2014 4:37 PM
To: Starick, Kate
Cc: Luck, Surangani
Subject: Engagement for Early Intervention Market Sounding

Kate

Please find attached draft Procurement Plan Minute for your review and comment.

I have highlighted in yellow the following points which needs confirming.

- 5. Contract value;
- 6. Period of the contract;
- 7. Reasons for exemption; and
- 8. Who the negotiation members are.

Any queries please contact Suri or myself.

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

Hoa,

If you could start
Preparing a draft ~~S~~
Services Agreement
Whilst this is being
reviewed.

Malcolm

Mitchell, Malcome

From: Mitchell, Malcome
Sent: Friday, 16 May 2014 4:37 PM
To: Starick, Kate
Cc: Luck, Surangani
Subject: Engagement for Early Intervention Market Sounding
Attachments: Draft Procurement Plan Minute-V2 16052014.doc

Kate

Please find attached draft Procurement Plan Minute for your review and comment.

I have highlighted in yellow the following points which needs confirming.

1. Contract value;
2. Period of the contract;
3. Reasons for exemption; and
4. Who the negotiation members are.

Any queries please contact Suri or myself.

Regards

Malcome Mitchell | Senior Contracts Officer |
Phone 02 6205 3529 | Fax 02 6207 2047 |
Contracts and Grants Unit | Community Services Directorate | ACT Government
Level 1, 153 Emu Bank Belconnen ACT 2617 | PO Box 158, Canberra City ACT 2601 | www.act.gov.au

→ from RCP to
LPMG → Ventilation
↓ from
KSPM/Sun

Mitchell, Malcome

From: Luck, Surangani
Sent: Friday, 16 May 2014 3:15 PM
To: Starick, Kate; Mitchell, Malcome
Cc: Perrin, Kristie
Subject: RE: ACT Early intervention - KPMG support

Hi Kate,

I discussed with Malcome, and I agree that we should have a variation to our Agreement rather than KPMG proposing their own Terms and Conditions.

Currently, Malcome is finalising a PPM for single select. This will be forwarded to you this afternoon for review. If you are happy with this PPM, we can submit this to DDG for approval. CGU will also start working on the draft contract for you to review.

Regards
Juri

From: Starick, Kate
Sent: Friday, 16 May 2014 3:07 PM
To: Perrin, Kristie; Luck, Surangani
Subject: FW: ACT Early intervention - KPMG support

Please find information for variation letter
Regards
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | **ACT Government**
Level 2 Nature Conservation House| 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Short, Joe [<mailto:jjshort@kpmg.com.au>]
Sent: Thursday, 15 May 2014 2:24 PM
To: Starick, Kate; Sheehan, Maureen
Cc: Forsyth, Liz; Doyle, Nicki; Durham, Amity
Subject: ACT Early intervention - KPMG support

Hi Kate / Maureen,

Following my conversation with Kate today, please find attached the final engagement letter for KPMG to provide support to you in planning for the transition of Early Intervention Services. This engagement includes the performance of market soundings, review of delivery model best practice and the running of seven focus group sessions with families / parents / carers. As requested, this letter represents a variation on our previous market sounding (Accommodation and Respite and Therapy) contract with ACT government which I have also attached along with our standard terms and conditions. I will place a hard copy in the post for you to sign and return back to me please.

Should you require KPMG to facilitate your forum on July 2nd, a separate contract will be prepared to cover this. My colleagues Nicki Doyle (cc'd) and Rae Samuel who were both involved in the Therapy market sounding work are both available to facilitate if required.

Y

In terms of next steps, as discussed, a kick off meeting on Monday at 12 or 1pm with Nicki and Amity would work well. Nicki is also available at 3pm if earlier times do not work — please do let me know. We will also send over the suggested interview script shortly and will await feedback on it and the list of providers that we have suggested to involve in this work.

As mentioned, unfortunately I will be absent on paternity leave from Monday, but will link back in on my return on June 9th. Whilst away Nicki (0428 742 728) and Amity (0417 358 592) will be the main KPMG points of contact.

Best wishes,

Joe

Director

0409 396 444

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Mitchell, Malcome

From: Luck, Surangani
Sent: Friday, 16 May 2014 3:09 PM
To: Mitchell, Malcome
Cc: Starick, Kate
Subject: FW: ACT Early intervention - KPMG support
Attachments: ACT Early intervention - contract variation letter.pdf; 1973_001.pdf; KPMG Terms and Conditions of Business.pdf

Hi Malcome,

Here are the details. Can we please discuss about the PPM vs Variation that needs to be done today?

Regards
Suri

From: Starick, Kate
Sent: Friday, 16 May 2014 3:07 PM
To: Perrin, Kristie; Luck, Surangani
Subject: FW: ACT Early intervention - KPMG support

Please find information for variation latter
Regards
Kate

Kate Starick | Director |
P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047
ACT NDIS Taskforce | Community Services Directorate | **ACT Government**
Level 2 Nature Conservation House| 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Short, Joe [<mailto:jjshort@kpmg.com.au>]
Sent: Thursday, 15 May 2014 2:24 PM
To: Starick, Kate; Sheehan, Maureen
Cc: Forsyth, Liz; Doyle, Nicki; Durham, Amity
Subject: ACT Early intervention - KPMG support

Hi Kate/Maureen,

Following my conversation with Kate today, please find attached the final engagement letter for KPMG to provide support to you in planning for the transition of Early Intervention Services. This engagement includes the performance of market soundings, review of delivery model best practice and the running of seven focus group sessions with families / parents / carers. As requested, this letter represents a variation on our previous market sounding (Accommodation and Respite and Therapy) contract with ACT government which I have also attached along with our standard terms and conditions. I will place a hard copy in the post for you to sign and return back to me please.

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48

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Best wishes,

Joe

Director
0409 396 444

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Maths
Response

Mitchell, Malcome

From: Perrin, Kristie
Sent: Wednesday, 14 May 2014 12:03 PM
To: Mitchell, Malcome
Subject: FW: ACT Market Soundings for Early Intervention
Attachments: ACT Early intervention draft engagement letter v0 2 (2) (2).pdf

Importance: High

Can you please look into this and see if a PPM was done for this last year around September and let me know

Cheers
Kristie

From: Luck, Surangani
Sent: Wednesday, 14 May 2014 10:49 AM
To: Perrin, Kristie
Subject: FW: ACT Market Soundings for Early Intervention
Importance: High

Hi Kristie

Please allocate this job to an officer. This is a single select requirement.

regards
Suri

From: Starick, Kate
Sent: Wednesday, 14 May 2014 10:15 AM
To: Luck, Surangani
Cc: King, Sarah; Whitten, Meredith; Gehrig, Therese (Health); Fraser, Norman
Subject: FW: ACT Market Soundings for Early Intervention
Importance: High

Hello Surangani

Following our discussion this morning. I am seeking to engage KPMG to undertake market soundings for Early Intervention for the ACT.

3 quotes were sought last year – around September 2013 and KPMG were engaged following this process as they had a sound understanding of the ACT context and their quote was the best price. We would like to commence work with them as soon as possible.

I have attached for your information a draft engagement letter, and can also forward previous progress reports from their recent market soundings work with us.

Apologies for the time pressure. Could you please advise who will take the lead and further information and input you require. Please note we hope to commence discussions for 19 May 2014.

Regards
Kate

6

From: Starick, Kate
Sent: Tuesday, 13 May 2014 8:31 AM
To: Evans, Jacinta
Cc: Whitten, Meredith
Subject: FW: ACT Market Soundings for Early Intervention
Importance: High

Hello Jacinta

Firstly my apologies for not including you in this work earlier. We have met briefly with ETD and have engaged KPMG to carry out market soundings (attached is their 'engagement' letter).

Please have a look – you will note my comments.

Would be happy to talk through this with you. Are you around later this afternoon?

Cheers

Kate

Kate Starick | Director |

P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047

ACT NDIS Taskforce | Community Services Directorate | ACT Government

Level 2 Nature Conservation House| 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Starick, Kate
Sent: Monday, 12 May 2014 10:28 AM
To: Short, Joe; Sheehan, Maureen
Cc: Forsyth, Liz; Gniel, Stephen; Mitchell, Beth; Doyle, Nicki
Subject: RE: ACT Market Soundings for Early Intervention
Importance: High

Dear All

Please find attached the draft engagement letter. I have inserted comments from ETD in the letter.

Regards

Kate

Kate Starick | Director |

P 02 6205 7062 | M 0408 230 214 | F 02 6207 2047

ACT NDIS Taskforce | Community Services Directorate | ACT Government

Level 2 Nature Conservation House| 153 Emu Bank, Belconnen ACT 2617 | www.act.gov.au

From: Short, Joe [<mailto:jjshort@kpmg.com.au>]
Sent: Thursday, 8 May 2014 8:27 AM
To: Sheehan, Maureen
Cc: Forsyth, Liz; Starick, Kate; Gniel, Stephen; Mitchell, Beth; Doyle, Nicki
Subject: RE: ACT Market Soundings for Early Intervention

Hi Maureen,

Further to our conversation last week, please find attached a draft engagement letter for this work.

If you have any suggested edits, please let me know, and I can then formalise the letter and send to you as a final document for signature.

5

You will see in the Appendix we have put together a suggested list of providers to sound based on input from Lindy and our own research. We have also begun developing an interview guide which we can share in due course.

Kind regards,

Joe
0409 396 444

From: Forsyth, Liz
Sent: Tuesday, 22 April 2014 4:34 PM
To: Sheehan, Maureen
Cc: Short, Joe; Chandrakumar, Loga; Starick, Kate; Gniel, Stephen; Mitchell, Beth; Durham, Amity
Subject: RE: ACT Market Soundings for Early Intervention

Maureen

Thanks for considering us – we would be delighted to undertake this work for you

Amity will try and find a time for us to talk

Hope you had a good break

Cheers

Liz

Liz Forsyth
Partner, Government Advisory Services
National Sector Lead: Health, Ageing and Human Services
Advisory

KPMG
10 Shelley Street
Sydney NSW 2000 Australia

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Fax +61 2 9335 7001
lforsyth@kpmg.com.au

kpmg.com.au

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Protect the environment: please think before you print

From: Sheehan, Maureen [<mailto:Maureen.Sheehan@act.gov.au>]
Sent: Thursday, 17 April 2014 2:28 PM
To: Forsyth, Liz
Cc: Short, Joe; Chandrakumar, Loga; Starick, Kate; Gniel, Stephen; Mitchell, Beth
Subject: RE: ACT Market Soundings for Early Intervention
Importance: High

Dear Liz

The ACT Government has finally announced it is withdrawing from supported accommodation no later than 30 June 2017 and from Therapy services no later than 30 June 2016.

As a result of the work we did around cash and in kind and phasing with you, Government has also announced that Education will withdraw from early intervention services from the end of the 2014 school year.

We are keen engage KPMG again to leverage off the market soundings for Therapy, and to do further soundings on Early Intervention services . Would it be possible to make a time for a conversation next week on how we would go about this?

Regards
Maureen

Maureen Sheehan
Executive Coordinator
ACT National Disability Insurance Scheme
Community Services Directorate

Office 62071089
Mobile 0438418958

From: Chandrakumar, Loga [<mailto:logac@kpmg.com.au>]
Sent: Thursday, 19 December 2013 5:22 PM
To: Sheehan, Maureen
Cc: Baumgart, Richard; Forsyth, Liz; Short, Joe
Subject: ACT Market Soundings Transmittal

Hi Maureen

Please find attached a copy of the final report and a copy of our transmittal letter which formally closes our work. I shall raise the final invoice and get it sent across.

I'll be in touch in the New Year to organise a wrap-up call with yourself, Liz and the team.

It's been great working with you and the team, hope you have a restful break and safe festive season.

cheers
Loga

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2



Current details for ABN: 51 194 660 183

ABN details

Entity name:	K P M G
ABN status:	Active from 01 Nov 1999
Entity type:	Other Partnership
Goods & Services Tax (GST):	Registered from 01 Jul 2000
Main business location:	NSW 2000

Business name(s)

Business name	From
SR7	21 Mar 2014

Trading name(s)

Trading name	From
KPMG	29 Oct 2003

Deductible gift recipient status

Not entitled to receive tax deductible gifts

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ABN last updated: 21 Mar 2014

Record extracted: 10 Jul 2014

2014/8588
185232 1

Ottewill, Matthew

From: hoa.mac@act.gov.au
Sent: Thursday, 26 June 2014 3:46 PM
To: Shared Services, ACT Record Services
Cc: Mac, Hoa
Subject: Request for new file

Mail from: <http://intact/apps/RecordServices/request/>

fileType: new
closePart:
AmendTitle:
origDept: **COMMUNITY SERVICES DIRECTORATE - CSD**
origBranch: **POLICY AND ORGANISATIONAL SERVICES**
origSection: **FINANCE AND BUDGET**
origGroup: **CONTRACTS AND GRANTS UNIT**
mdb: **TVKAAA**
tvkFunction: **PROCUREMENT**
tvkActivity: **Contract Services**
sentence:
tvkSubject: none 153-322-001
freeText: **K P M G - National Disability Insurance Scheme (NDIS) - SA.2014.061 - 20 May 2014 to 20 July 2014**
crossRef:
class: **In-Confidence**
inConfidenceType: **Commercial**
National:
authName:
authTitle:
authDesignation:
limitedAccessOfficer:
createdBy: **Hoa Mac**
createdByPhone: **51699**
createDate: **26/06/2014**
physicalLocation: **Level 1, NCH 153 Emu Bank Belconenn ACT 2617**
actionOfficer:
notes:
submitted on: **26/06/2014** by: **ACTGOV\Hoa Mac**

[Open in MSWord] to <http://intact:80/apps/RecordServices/request/Default.asp>

Len(request.Form) = 675