



Confidentiality, Conflict of Interest, Privacy and Secrecy Deed Poll

For people who work for an Organisation that has an agreement with the Department

Background

- A. The Organisation contracts with the Department under the Agreement.
- B. I perform work for the Organisation and will be assisting in the performance of the Organisation's obligations under the Agreement.
- C. I provide the undertakings set out below in respect of my work under the Agreement.

Operative provisions

1. Definitions

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- (c) information that I know or ought to know is confidential,

but does not include information that is or becomes public knowledge other than by breach of this deed or any other confidentiality obligation.

Conflict of Interest means any circumstance in which I have an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, my ability to perform work associated with the Agreement, fairly and independently.

Department means the Commonwealth of Australia represented by the Department of Health and Aged Care, ABN 83 605 426 759.

I means the person named in Item 1 of the Schedule.

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Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Secret Information means information about an individual or organisation that is required to be kept secret by legislation administered by the Department (for example under the *Health Insurance Act 1973* (Cth) and the *National Health Act 1953* (Cth)).

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I make this deed poll for the benefit of the Department and the Organisation.

3. Access to and disclosure of Information

I understand that:

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2.	Organisation details	Legal entity name: Deloitte Touche Tohmatsu ABN: 74 490 121 060
3.	Agreement	Title / Purpose: Expert services for assessment of 2023 premium applications Program: Private Health Date: 12 September 2022
4.	Conflict of Interest Declaration	I declare that I have the following Conflicts of Interest in relation to my work under the Agreement: Nil

Execution

EXECUTED as a deed poll

SIGNED, SEALED and DELIVERED by

s47F

s47F

Name (print)

Name of witness (print)

s47F

s47F

Signature

Signature of witness

Date

Date

27/10/2022

27/10/2022



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3.	Agreement	Title / Purpose: Expert services for assessment of 2023 premium applications Program: Private Health Date: 12 September 2022
4.	Conflict of Interest Declaration	I declare that I have the following Conflicts of Interest in relation to my work under the Agreement: (Insert details below or insert 'Nil') NIL

Execution

EXECUTED as a deed poll

SIGNED, SEALED and DELIVERED by

s47F

Name (print)

s47F

Signature

27/10/2022.

Date

s47F

Name of witness (print)

s47F

Signature of witness

27/10/22

Date

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE



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s47F	s47F
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26 October 2022	26 October 2022
_____ Date	_____ Date



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Name (print)

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Signature

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Name of witness (print)

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Signature of witness

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Date



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Signature

26/10/2022

Date

s47F

Name of witness (print)

s47F

Signature of witness

26/10/2022

Date

s22

From: s22
Sent: Friday, 9 December 2022 1:48 PM
To: JORDAN, Kayla
Cc: s22
Subject: Measuring Efficient Price Growth in the NHRA [SEC=OFFICIAL]

Hi s22

As discussed, when we are discussing the rise in the unit price of delivering public hospital services, the best measure to use is the efficient annual growth in the National Efficient Price (NEP).

Each year, the IHACPA publishes a NEP Determination that sets the NEP for services to be delivered in that financial year. However, strictly speaking, the NEP for 2021-22 is not directly comparable to the NEP for 2022-23. Instead, the NEP for 2021-22 is the constructed average unit price for public hospital services as conceived of and classified in 2021-22. For 2022-23, public hospital services will be conceived of and classified in a different manner to they were in the prior year.

To allow comparability between years, the IHACPA engages in a process known as “back-casting” – that is, they seek to remove the changes in price caused by changed in classification, and instead have only the remaining real increases in price remain. This is known as efficient growth in the context of the NHRA, and is the basis upon which the Commonwealth’s funding is calculated: we measure the growth between this year’s “native” NEP, and last year’s “back-cast” NEP.

For example, here is the link to IHACPA’s 2022-23 NEP Determination:

<https://www.ihacpa.gov.au/sites/default/files/2022-08/National%20Efficient%20Price%20Determination%202022%E2%80%9323.pdf>

Page 7 sets out the NEP for that year:

2.1 The national efficient price

The national efficient price (NEP) is \$5,797 per national weighted activity unit 2022–23 (NWAU(22)).

Page 27 sets out the back-cast prior year NEP for that year, and repeats the explanation I have just given as to why this is done:

11. Back-casting

Clause A41 of the Addendum to the National Health Reform Agreement 2020–25 (the Addendum) outlines that where the Pricing Authority makes any significant changes to the activity based funding (ABF) classification systems or costing methodologies, the effect of such changes must be back cast to the year prior to their implementation for the purpose of calculating Commonwealth funding estimates for each ABF service category.

In accordance with clauses A34(b) and A41 of the Addendum, the Pricing Authority has applied the methodological changes to the national efficient price for 2021–22 (NEP 2021–22) and determined the back-cast NEP 2021–22 for the purposes of determining Commonwealth growth funding estimated between 2021–22 and 2022–23 is \$5,567.

Hence, if we divide the 'native' 2022-23 NEP of \$5,797 by the "back-cast" prior year NEP of 2021-22 of \$5,567, we get an increase of 4.13%.

Cheers,

s22

s22

Director – Hospital Systems

Portfolio Strategies Division
National Health Reform Branch
Australian Government Department of Health and Aged Care
T: 02 6289 s22 | E: s22@health.gov.au
Location: Sirius Building 10.S.140
GPO Box 9848, Canberra ACT 2601, Australia

The Department of Health acknowledges the Traditional Custodians of Australia and their continued connection to land, sea and community. We pay our respects to all Elders past and present.

2 September 2022

s22

Assistant Director, Private Health Policy and Financing
Private Health Insurance Division
Department of Health and Aged Care

s47E([health.gov.au](https://www.health.gov.au)
d)

Dear s22

Request for Quotation (RFQ) under the Panel Head Agreement between the Commonwealth of Australia as represented by the Department of Finance and Deloitte Touche Tohmatsu for the provision of Management Advisory Services (MAS) dated 12 July 2021

Deloitte are pleased to submit this quotation to assist the Department of Health and Aged Care, Agency reference E22-207410, (the Department) with the review of the 2023 Private Health Insurance Premium Round Applications.

The Statement of Work falls under Financial Management Advisory Services, Service Category Actuarial, Service Sub-category Actuarial.

As requested in the RFQ, our quotation covers:

- a. Our understanding of the services required (Section 1: Background), assumptions made about the services (Section 4) and identification of key challenges that may arise on the project (Section 5: Key challenges and management of risk)
- b. A demonstration of our capability and capacity to provide the services as described under "Detailed Statement of Work" in the RFQ including our experience in providing these exact services in the past are shown Sections 9 and 10 and underpinned by our understanding of current industry issues (Section 1)
- c. A demonstration of our capability is further evidenced by our detailed description of tasks for delivering the services in line with the statement of work, milestones and deliverables specified in the RFQ (Section 2: Scope of services) and our tested approach to delivering the work (Section 3)
- d. The experience of Key Personnel proposed to deliver the services including experience with delivering these same services in the past (Section 7: Fees, Proposed Personnel and Out of pocket expenses)
- e. The quality and other standards that we would apply to the Services as part of our quality and risk management (Section 11)
- f. The fees for the services (Section 7: Fees, Proposed Personnel and Out of pocket expenses) and why our ability to provide value adding analysis of private health insurance matters represents value money for the Department (Section 10)
- g. In addition to the requirements of the RFQ, we have also included for your consideration:

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- a. Information we wish to have as Additional Supplier Confidential Information in any subsequent Official Order for the Services (Section 12)
- b. Existing Material we will use if engaged to provide the Services. Primarily, this includes not only our knowledge from our prior experience, but also the existing tools and templates that are already developed to analyse premium round data and our familiarity with government process (Section 9).
- h. I will be the main contact for the purposes of this quotation and engagement partner should we be appointed. My details are shown in Section 14: Contact details

We have supported the Department to help it progress important issues facing the private health insurance industry over many years including past premium round submissions. This means that we will be able to begin work immediately with little to no on-boarding. We hope that the services specified in this quotation meets your requirements and that our proposal demonstrates value for money for the Australian Government.

Yours sincerely

s47F

Partner, Consulting

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THE FREEDOM OF INFORMATION ACT 1982
BY THE DEPARTMENT OF HEALTH AND AGED CARE

1. Background

Private health insurance premiums are subject to ministerial approval on an annual basis. The Department of Health and Aged Care (the Department) and the private health insurance prudential regulator, the Australian Prudential Regulation Authority (APRA), examine each application.

Whilst the April 2022 premium round was complex for a variety of reasons, the April 2023 premium round is also expected to remain challenging.

COVID-19 and Pandemic Commitments

COVID-19 continues to create uncertainty around claims experience. Although physical lockdowns and restrictions have eased compared with 2021, claims experience has not rebounded. A critical shortage of medical staff has hampered the potential for the hospital system to operate at a higher capacity. It is also possible that some of the reduction in claims may be permanent as the shift of some services to out-of-hospital may be here to stay. A consequence of this uncertainty is that forecast of claims is highly challenging and the Deferred Claims Liability (DCL) continues to remain on insurers' balance sheets and may continue to do so for a while yet. The difference for this premium round review will be that insurers are not bound by any prescriptive approaches set out by APRA and there is more onus on insurers to quantify and manage this liability prudently.

As vaccination rates increased to cover the majority of the population, there was hope that 2022 would see a return to "normality" and with it, the ability for insurers to see through the pandemic commitments that many publicly made during the previous two years. Both the April 2021 and April 2022 premium rounds included questions on "givebacks" and the Department has now formally requested the industry to demonstrate its approach to discharging its public commitments to not profit from COVID-19. This greatly elevates expectations, and the April 2023 premium round will therefore require as much focus (if not more) on insurers' commitments, both in terms of their impact on the proposed rate rise, as well as their consistency with pandemic commitment plans.

Economic Headwinds

Economic conditions have changed rapidly during 2022 as geopolitical forces and the effect of border restrictions over the last two years begin to take effect.

Inflation is expected to be at relatively high levels in the short term, and this potentially drives up the cost of hospital and general treatment services, putting upward pressure on premiums. On the other hand, wages have been growing slowly for a long time and the re-opening of international borders, higher mortgage rates, increased consumer spending may tighten discretionary budgets. Competitive forces will therefore likely to continue to act as a handbrake on significant premium rate rises requested but this will vary by insurer depending on the price elasticity of demand that they each assume.

The economic outlook that each insurer adopts will reflect their particular membership, and the economic uncertainty may drive different premium round approaches between insurers.

Government Reforms

The financial sustainability of private health insurance continues to be an area for reform. Chief amongst these are the reforms to the Prostheses List. The reforms to the list are ongoing through to 2025 and so the next premium round will again be subject to anticipated savings.

At the last premium round (April 2022), most insurers did not incorporate the anticipated savings into their submission. Therefore, to the extent that savings did eventuate, this may put downward pressure on premiums before we even allow for future savings. This may be an area of enquiry as part of the 2023 premium round.

Age dependants is another reform that will impact on the 2023 premium round. A voluntary measure only, not every insurer had indicated at the 2022 round that they will increase the eligible age. Although a majority had indicated an intention to implement these changes during FY22, we have only recently started to observe these announcements from insurers. This potentially complicates the timing of assumed migration, both historically as well as in the forecast period. Therefore, some care is required to interpret insurers' applications with regards to their impact.

Timing of Rate Rises

Deferral of premium increases has and will likely continue to be a popular approach for insurers to "give back" savings arising from the pandemic to members. However, conscious to not have two premium increases too close to each other, insurers have also deferred subsequent increases. There are also instances of insurers further extending their deferral by an extra month at relatively short notice.

This leads to a messy picture to keep track of, and potentially complicates the appropriate comparison on which to make between the 2022 and 2023 premium rounds.

Capital Standards and AASB17

APRA has now concluded their consultation with industry on the implementation of LAGIC, new capital standards that will harmonise the PHI industry with general and life insurers. The final standards are expected to be released in late September 2022 with effect from 1 July 2023.

As the targeted level of adequacy is increasing, all insurers are expected to require higher levels of minimum capital. In addition, insurers will typically hold a layer of capital to buffer against this minimum level. Therefore, this will potentially lead to some insurers deciding to hold higher levels of capital than before. All else being equal, this will put upward pressure on premiums.

In addition, the new insurance accounting standard AASB17 will take effect from 2023. Industry discussion is substantially progressed and there has been a particular focus on the Deferred Claims Liability and how that liability will be presented in future. Depending on how different insurers approach this, we may start to see presentational differences appearing in insurers' forecasts as part of the 2023 premium round.

Implications for the 2023 Premium Round Submissions

PHIs are required to explain the premium increase being requested. They are required to comment on the application's consistency with their pricing philosophy and capital management plan. Ultimately, the application reflects each insurers' view of the next twelve months and beyond, as well as their strategic response to the industry outlook, economic impacts, and anticipated policy and regulatory changes.

We agree with the Department that there is likely again to be significant complexity for interpreting the 2023 Premium Round applications.

Ultimately, we believe that the goal for the Department should be:

- To understand the drivers that inform insurers' forecasts of benefits and membership including the range of scenarios they are envisaging around "rebounds"/ claims catch ups and economic impacts. In addition,

there should be an understanding of how the forecasts in turn affect the capital and the valuation of liabilities such as the DCL.

- To understand insurers' pandemic commitments in conjunction with their rate submissions and to resolve whether the overall approach is reasonable.
- To understand how insurers have allowed for the impacts of prostheses reforms (including any past savings realised from April 2022 premium round) and their intentions to implement changes to their dependant age definitions. In addition, there should be a review of the level of consistency across insurers as far as their impact is concerned, especially where their situations are similar (e.g. same age definition).
- To determine the reasonableness of insurers' approaches and expected impacts, and to highlight areas for clarification and potentially identify submissions that seem unreasonable.
- Anticipate the nature of questions they may want to ask insurers at future premium rounds. This is the first submission to take place following the implementation of pandemic commitments monitoring framework and is also the first under which all insurers should by now have a clearer picture of the impact of the new capital standards.

As a result of these complexities, and because of the multi-year planning, we agree it is sensible for the Department to seek another pair of eyes to help it anticipate the type of analyses required during the initial consultation process in September, as well as supporting the review of submissions in November and December. With this in mind, our proposed scope, approach and fees are as follows.

2. Scope of Services

Proposed Scope and timing

The table below shows the timing and activities along with detailed tasks we propose:

Dates	Activity
9 September 2022 to 22 September 2022	<p><i>RFQ Activity 1: Assist with reviewing sector feedback from stakeholder consultations and designing a reporting template to analyse the data.</i></p> <p>Tasks:</p> <ul style="list-style-type: none"> • Set up kick-off meeting on or close to 9 September with the Department to cover the current status of the template, feedback from stakeholders from the industry consultation that would have already taken place and confirm our approach over the proceeding week. • Collate the feedback from stakeholders and categorise and prioritise them in a fashion to support the decision process by the Department • Provide written input to the Department of our advice on the implications of the feedback from stakeholders including for example – practicality of suggestions, reasonableness of expectations being placed on insurers, alignment and relevance with addressing key areas of uncertainty • A second meeting to step through our written feedback with the Department and where possible, how this might be reflected in the template, and/or addressed by the analyses (including if the template is already confirmed) • Develop the template for analyses and step through with the Department.

<p>15 November 2022 to 16 December 2022</p>	<p><i>RFQ Activity 2: Assist with assessing the 2023 premium applications and provide a report to the Department based on the criteria set in the first period.</i></p> <p>Tasks:</p> <ul style="list-style-type: none"> • Set up kick-off meeting on 15 November with the Department to cover the status of receipt of submissions and any particular issues to be aware of. This assumes that the proposed due date for applications is 11 November. We will also confirm our access to the SecureDoc site prior to this date. • Extract the submissions into a secure Deloitte location • Select a sample of submissions covering the potential breadth of responses to identify key issues • Conduct a second meeting within the first week to recommend and confirm the analyses to be performed for the Department as directed by you. This is expected to include: <ul style="list-style-type: none"> ○ the impact to forecasts because of COVID-19 and flow on impacts on capital and liabilities such as the DCL ○ analyses relating to specific initiatives to return “permanent savings” to members and their impact on the requested rate rise ○ analyses to understand the assumptions around PHI reforms for prostheses and dependant age definitions ○ analyses in relation to rationale put forward by insurers around their proposed handling and response to new capital and accounting standards ○ one other analysis as directed by the Department in relation to unforeseen or significant issues that are raised in the premium application form responses • Review the premium application form response for each insurer based on the agreed scope of analyses • Conduct regular catch ups with the Department to share insights and questions for clarification with insurers, at a cadence to be agreed with you. • Produce a summary of the analyses to enable the Department to easily communicate with relevant stakeholders including recommendations for the Minister for Health and Aged Care.
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Our deliverables will not be a Deloitte report. For September, it will be a document containing our feedback for the proposed December analyses. For December, it will be a document containing our analyses, in a format to be agreed at the beginning of the engagement with the Department.

The “report” as described in the RFQ “deliverables” will be an internal document for the Department only and not a Deloitte report. As with past experiences on similar engagements, we anticipate that the Department will use our document as input into their own reports as appropriate. Deloitte accepts no responsibility for any materials that the Department produces.

3. Approach

Based on our past experience on similar engagements for the Department in 2018, 2020 and 2021, and based on our understanding from the RFQ as well as the tight timeframes (both in Sep and again in Nov/Dec), regular communication with the Department to share progress will be important. Hence, we have proposed the formal

regular meetings as described in the previous section, but we will also aim to communicate any issues that arise as soon as we identify them.

For both phases of work, the timeframes are tight and driven by external milestones (potential approval of the template by the Minister in the first phase and the Department's recommendation to the Minister in the second). This will require the Department and Deloitte to agree upfront and as early as possible, the type of analyses and output, noting that much of the thinking has already been performed from past experience. Hopefully, this means the confirmation will be more refining rather than doing it from scratch. The kick-off meeting and regular meetings in the initial stages of the analyses will help facilitate this.

In the past, we analysed the insurers based on their "peers": Top 5; insurers with higher premium increases and insurers with lower premiums increases. Part of the kick-off at November would be to determine the common characteristics of insurers which make comparisons useful for the Department. This will be somewhat driven by the spread of increases requested by insurers. The detailed spreadsheet and powerpoint documentation templates used to generate the analyses Deloitte has performed in the past can again be the starting point for discussing the type of measures and commentary that will be useful this year.

Deloitte will be producing an internal document for the Department only and not a Deloitte report. This will be input into the Department's own analyses, communication with stakeholders, and to help it form its recommendations. Hence, we will need to manage our activities to best align with the Department's needs. Given we are reliant on the Department to make decisions on the nature of the work, our planning will be based around providing the Department with a set number of hours by our team and to discuss and agree on how best to use that time.

The proposed fees are based on a set number of hours across our team and reflects our past experiences of the effort required. Deloitte will provide regular updates to the Department to manage any additional costs that may arise above what has been proposed here.

Our plan is for our staff to perform their work remotely. We will communicate with the Department virtually and agree on the technology applications that are most suitable.

4. Assumptions

Our proposal is based on the following key assumptions and variations to this may impact the fees incurred:

- We have assumed that the Department will make available all information and staff resources necessary to assist the Deloitte staff to perform their agreed tasks.
- The Department will agree on the type of analyses required at the beginning of the November / December phase of work and will make its decisions as early as possible.
- The Deloitte staff will not provide any advice or provide any opinions on behalf of Deloitte. If formal Deloitte advice or opinion is required, we will discuss and agree with you on your requirements. The reason formal advice will need to be separately considered is because Deloitte will need to consider how to incorporate the request in terms of resources, timing and fees and to ensure we produce the appropriate advice and documentation with an appropriate review process.
- We will not produce or present any Deloitte opinions or reports or presentations of conclusions from Deloitte relating to the appropriateness of a particular premium round outcome. The "report" as described in the RFQ "deliverables" will be an internal report for the Department only and not a Deloitte report. Our staff may attend stakeholder meetings with the Department, on an observation basis. Any further resources or costs associated with consultation meetings with or presentations to the Industry will be charged for separately.

5. Key challenges and management of risk

The following table lists risks identified in considering this RFQ response, their impact on the delivery of the Services as well as proposed project management actions to mitigate the risks.

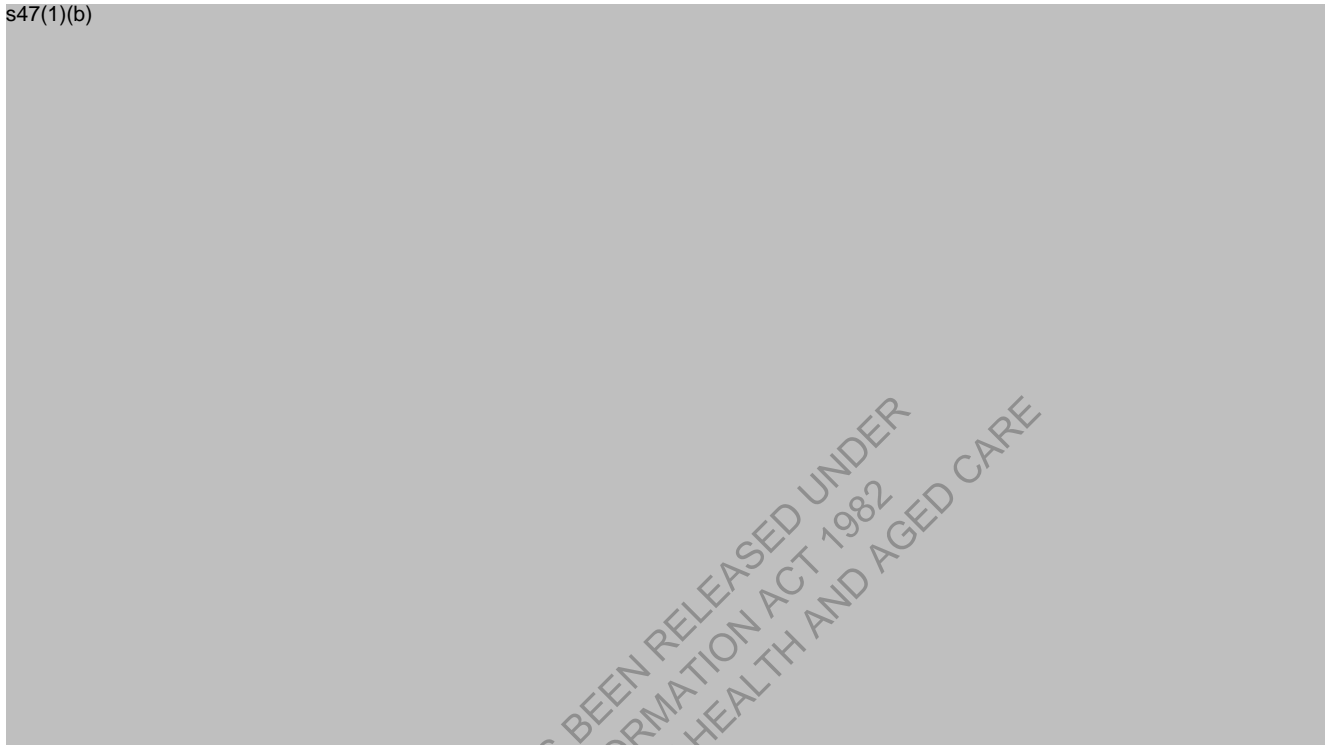
ID	Description of risk	Likelihood	Impact	Proposed project management actions
1	The project plan takes longer to finalise with the Department than allowed for in this project plan	Low	Moderate	Deloitte to work proactively with the Department to seek feedback, in the most efficient and timely form for you, as quickly as possible
2	Data files and information for which the analyses are dependent, are not available in a timely manner to meet the timeframes proposed in this document	Moderate	High	Upon appointment, Deloitte to work proactively with the Department on identifying critical project dependencies and amend project plan to account for the event of data delays.
3	The named resources identified in this proposal are unavailable for the project	Low	Moderate	Deloitte will alert the Department to this instance and work with the Department to identify suitable resources who have the relevant capability and requirements to perform the work and deliver on the engagement.
4	The first phase of work requires more effort than anticipated thus impacting the fees available to complete phase 2 under the existing scope.	Moderate	Low	Deloitte to alert the Department as this becomes known and identify steps to rectify project plan.
5	Work extends beyond the deadline of 22 September 2022 for Phase 1	Moderate	Low	Deloitte to alert the Department as this becomes known and identify steps to rectify project plan
6	Work extends beyond the deadline of 16 December 2022 for Phase 2	High	Moderate	Deloitte to alert the Department as this becomes known and identify steps to rectify project plan and acknowledging that the Department has the ability to extend the term of the Order for a further period of up to two weeks.

6. Timing

There will be two phases of work with an initial meeting at the start of each phase. We are agreeable to these phases occurring 9 September to 22 September 2022 and between 15 November 2022 to 16 December 2022.

s47(1)(b)

s47(1)(b)



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Proposed Personnel

Our proposed team will be drawn from the following people:

One of the following consultants and one of the following analysts (to be confirmed once the engagement is confirmed):

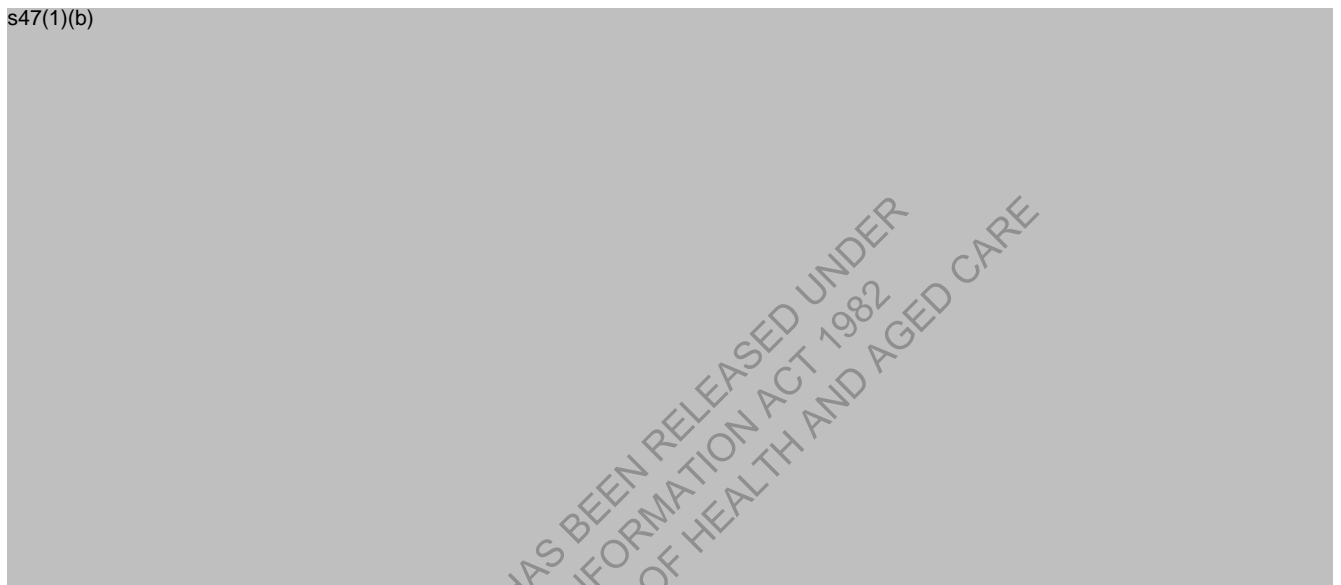
- s47F – s47F is a consultant who most recently worked with the Department on the pandemic commitment monitoring framework. He is an Associate of the Actuaries Institute.
- s47F – s47F is a consultant who also worked on the April 2022 premium review and is therefore similarly familiar with our approach and templates. He is an Associate of the Actuaries Institute.
- s47F – s47F is a consultant who has worked on several health insurance audits and performed valuation and capital review for a major health insurer. He is a Student of the Actuaries Institute.
- s47F – s47F is a graduate who joined us in 2022. He has recently supported s47F on a health insurance sector transaction. He is a Student of the Actuaries Institute.
- s47F – s47F is a graduate who joined us in 2022 with a focus on insurance.

The consultant and analyst will be led by our senior health insurance people as follows:

- s47F – s47F is a manager with extensive experience with health including valuation, pricing and capital. He most recently worked with the Department on the pandemic commitment monitoring framework. He is a Fellow of the Actuaries Institute.
- s47F – s47F is a Senior Consultant with extensive data analytics and actuarial modelling experience having worked with healthcare datasets across Federal and State Government departments. He is a Fellow of the Actuaries Institute.
- s47F – s47F is a manager who is proficient in actuarial modelling and has worked in the actuarial teams of both health and life insurers. She is a Fellow of the Societies of Actuaries (USA) and accredited member of Actuaries Institute, holds a Master of Public Health (University of Sydney) and has a Predictive Analytics certificate issued by the Societies of Actuaries.

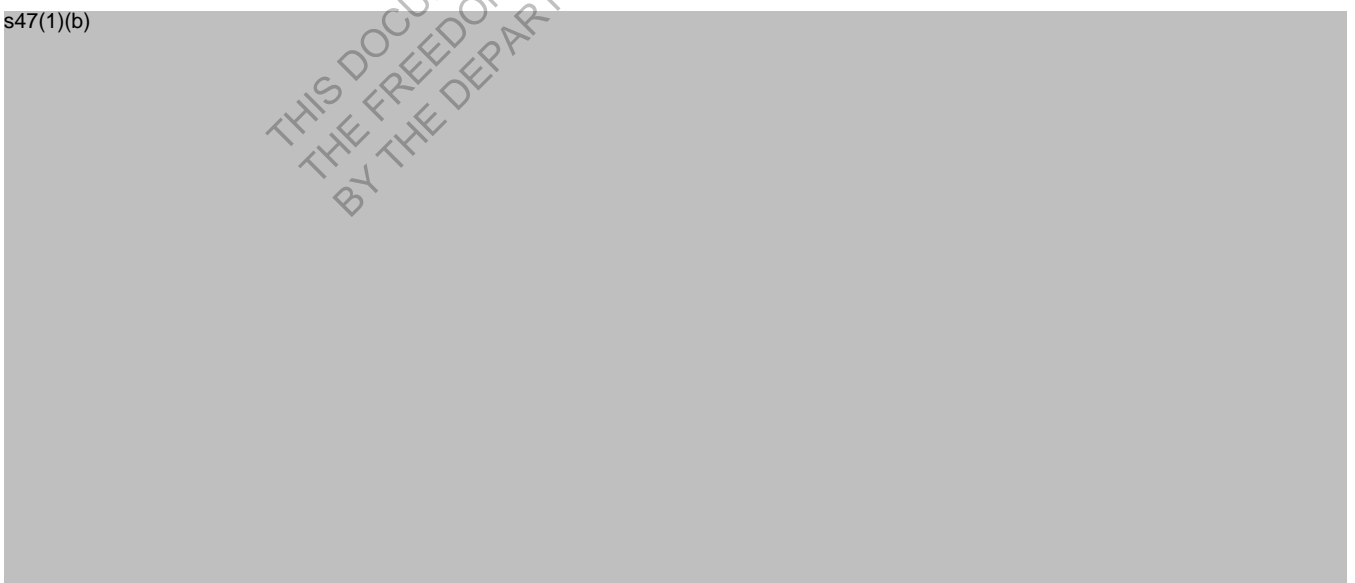
- s47F – s47F is a Director and has worked with the Department extensively over the years including on all of the last three premium round support Deloitte provided in 2018, 2020 and 2021. She is a Fellow of the Actuaries Institute Australia and Fellow of the Institute and Faculty of Actuaries UK.
- s47F – as engagement partner, s47F will be responsible for the quality and delivery of our scope to the Department. He has led the actuarial work supporting the Department on various reforms since 2015 and has over a decade and a half in the industry. He is a Fellow of the Actuaries Institute and is the current convenor of its Health Practice Committee.

s47(1)(b)

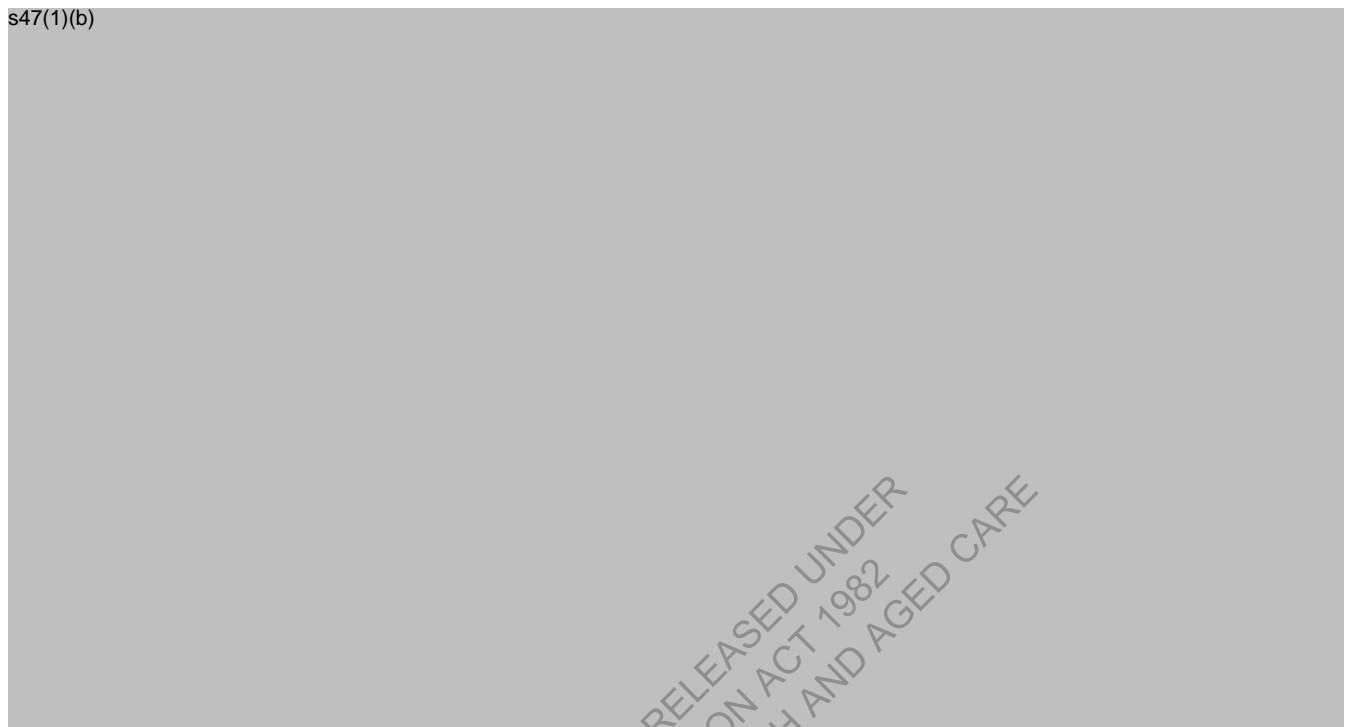


Detailed CVs of any of the individuals are available on request.

s47(1)(b)



s47(1)(b)



Travel and Accommodation

Although not something we are anticipating, should there be a need to incur any accommodation costs and travel costs to Canberra, these will be charged for separately. Reimbursement for out of pocket costs will be at their actual costs. However, all out-of-pocket costs will be agreed with the Department beforehand.

8. Independence and conflicts of interest

Currently, Deloitte holds no appointed actuary roles with any private health insurer in Australia. As such, we have no conflicts of interest in the 2023 premium review process.

9. Previous experience with providing these services and Existing Material

Both s47F and s47F are familiar to the Department having been heavily involved in both the 2018 PHI reform work led by the Department, various studies since that time and the 2019, 2021 and 2022 Premium Round Submission processes.

In 2018, Deloitte aided the Department in reviewing the 2019 Premium Round submissions. At that time, the Private Health Insurance (Reform) Amendment Rules were gazetted making allowance insurers to transition their product suite to the Gold/Silver/Bronze/Basic categorisation and standardised clinical definitions by 1 April 2020. For the engagement, Deloitte provided two actuarial consultants into the Department. During the course of a four week period, our two staff (with support from s47F and s47F assisted the Department in reviewing the submissions of 37 insurers with particular focus on the insurer's strategic response to the reforms. A Tableau report that enabled visualisation of proposed product changes was provided to the Department.

In 2020, Deloitte supported the Department with the 2021 Premium Round submissions. On this occasion, the uncertainty around the impacts of COVID-19 formed a key part of the analyses. This included understanding the approach for forecasting and anticipated release of the Deferred Claim Liability, capital, membership, and identifying

the cost of specific measures to support their members during COVID-19 (either financial hardship and/or investments in health services such as telehealth).

In 2021, Deloitte again supported the Department with the 2022 Premium Round submissions. The ongoing uncertainty surrounding COVID-19 hung over the review and there was a greater focus on pandemic commitments. In addition, we supported the development of the submission template by considering the calculations used to capture the impact of age discounts and migration of age dependants. This work was further expanded in 2022, when Deloitte assisted the Department in obtaining a view of the PHI product landscape using publicly available Private Health Insurance Statement data.

Spreadsheets and powerpoint documentation template for capturing our analyses are already set up and can be a starting point for this year's analyses.

10. Our value add on advising on private health insurance matters

In addition to supporting the Department with the premium round review, we have most recently helped you with the development of the pandemic commitments monitoring framework and tackled the issue of complexity of private health insurance products that has led to a number of recommendations for potential improvement.

Aside from our work with the Department, our 2022 experience includes supporting a major health insurer with the new capital standards including its systems of buffers and triggers and its risk management process. We have also supported a major health insurer with performing a capability assessment of its provider relations function and helping it identify its ideal future state. Additionally, we have helped a major health insurance industry stakeholder to consider its strategic initiatives.

The senior health actuarial team led by s47F have experience with advising both private health insurance and other health stakeholders. The nature of this work requires consideration of broader issues. They include:

- Performing due diligence of potential acquisitions. This includes successful acquisitions most recently by HBF of CUA Health. This has required us to consider topical issues at hand including the implications of COVID-19 on the value of the acquisition.
- Performing a detailed investigation into the "profit pool" of the health sector in Australia to identify parts of the health value chain which could potentially present as strategic initiatives.
- Advising a major health insurer in Australia on the implications of changes to regulations on their membership and retention strategies.
- Exploring the impact of decreasing private health insurance membership on the business model of private hospitals
- Working with an insurance sales aggregator in the quantification of the value of the portfolio of PHI business sold and in particular the persistency of their portfolio.

s47F through his role as the convenor of the Actuaries Institute, has also driven a number of outcomes for the PHI industry. This includes helping the profession with developing thought leadership of the approach to the DCL. He has also helped drive the Actuaries Institute's response to APRA's consultation on new capital standards in 2020 including as the lead author of the formal submission.

All work performed in 2018, 2020 and 2021 remained with the Department. However, to the extent that the visualisation software or coding used in the analyses of the 2019 premium round review is useful to this premium round review, it can be used again.

11. Our Standards

Quality

Quality is an integral part of all work we provide for clients. Our work will be subject to our quality processes which include internal guidelines on technical and peer review. All of our staff regularly undergo training on our technical review processes which sets expectations around what should be reviewed, how it should be reviewed and who should perform such reviews.

Standards for Records and Record-Keeping:

Deloitte follows strict record keeping procedures and maintains physical, electronic, and procedural safeguards that are designed to protect (1) the security and confidentiality of Client's customer information, (2) against anticipated threats or hazards to the security or integrity of such information, and (3) against unauthorised access to use of information that could result in harm or inconvenience to any customer or Client. Safeguards include encrypted data files stored on laptops and desktop computers.

Security Requirements and Confidentiality:

Deloitte takes a layered approach to ensuring the confidentiality and security of our client's information. This is comprised of our enterprise security framework, featuring appropriate physical, technological and administrative safeguards to protect the security, integrity, and confidentiality of client's information. Where appropriate, engagement teams will develop a Confidential Information Management Plan (CIMP) outlining the specific set of controls applied for the duration of the engagement.

The individuals named in Section 7 will be the only Deloitte personnel that will work on this engagement. Once we are engaged, we will identify the personnel actively working on the engagement and no other Deloitte personnel will have access to the information shared by the Department, that is not in the public domain.

We understand the commercially sensitive nature of data that we will have access to. Deloitte takes its responsibilities in this regard seriously. We will take precautions or actions necessary to maintain the secrecy and confidential nature of the Confidential Information and will set up the engagement accordingly.

As a leading professional services firm, we have an important and ongoing duty to our clients to ensure the security and confidentiality of their information, an obligation that we take very seriously. To meet this obligation we have established a robust Information Security Management System (ISMS), supported by a multi-layered assurance program.

To provide confidence that our ISMS is both effective and aligned with international best practice, Deloitte is certified to ISO/IEC 27001:2013. Our certification applies to 'all client confidential information' and includes all 114 controls defined in the ISO 27001 standard, supplemented by an additional 4 controls that we have chosen to include. Deloitte is audited against the standard and selected controls by a third party external auditor annually. As a member of the Deloitte Network we also comply with standards set by the Deloitte Global member firm for both information security and IT infrastructure. The Deloitte Global audit team assess the effectiveness of IT controls and security controls on an annual basis.

Our enterprise ISMS is supported by tailored confidentiality controls applied at the engagement level. For this engagement, we will ensure our work and client files are stored in a secure restricted access folder and that work is only performed on Deloitte computers.

In addition, Deloitte Australia has established a robust privacy management framework, consisting of:

- Governance processes, including the appointment of a Chief Privacy Officer and a dedicated privacy team;
- Policies and procedures;
- Appropriate physical, operational and technological security measures to protect personal information from unauthorised access, modification or disclosure and from misuse, interference and loss;
- Access, correction and complaints processes;

- A requirement for all Partners and staff to complete awareness training relating to both privacy and information security; and
- A robust incident response process that is used in the management of all confidentiality, privacy and IT security incidents.

12. Additional Supplier Confidential Information

Deloitte requests that the following information provided to the Department either during this RFQ process, during contract negotiations or during the currency of any contract that is in operation between the parties, is required to remain confidential.

Table 4: Confidential information

Information over which confidentiality is sought	Reason why information is confidential	Period for which information is confidential
Client listing	Trade Secrets	Indefinitely
Pricing schedule Personnel CV's Methodologies and Approaches	Unreasonable disadvantage	Indefinitely

13. Liability Cap

For the purpose of this proposed engagement, Deloitte requests the insertion of the following liability cap be included in the Order:

Where the law requires it, the Service Provider's liability to the Department will not be limited. In all other cases, the Service Provider's liability to the Department for any loss or causes of action arising in relation to this Contract, including for negligence and under any indemnity, is limited as set out below:

- where a scheme approved under the Civil Law (Wrongs) Act 2002 (ACT) applies, in the manner provided by that scheme; or*
- where a scheme of the Civil Law (Wrongs) Act 2002 (ACT) does not apply, to the amount that is the lesser of three times the total fees rendered and paid by the Department to the Service Provider and \$20 million.*

Neither party shall be liable for any indirect, special or consequential losses arising out of or in connection with this Contract.

14. Contact details

Person to whom any correspondence or queries should be addressed:

s47F

Partner | Actuarial Agenda & Insurance | Consulting

Deloitte Consulting

225 George Street, Sydney, NSW, 2000, Australia

D: s47F | M: s47F

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Schedule 6A – Order Variation Template

Parties

- A. Commonwealth of Australia as represented by Department of Health and Aged Care ABN 83 605 426 759 (**Agency**); and
- B. Deloitte Touche Tohmatsu ABN 74 490 121 060 (**Service Provider**)

Recitals

- A. The Agency and the Service Provider are party to an Order dated 12 September 2022 for the provision of Expert services for assessment of 2023 premium applications. Reference ID: E22-207410
- B. The parties wish to vary the Order as provided by this Deed of variation.

The parties agree as follows:

The Order is varied in accordance with the terms set out below. Unless specifically stated in this Order Variation, all terms and conditions of the Order continue unaffected.

1.	Order Variation number	1
2.	Raised by	Agency
3.	Details of change (use attachments if required)	<p>Amend item 'Order Expiry Date' [order commencement date and term] to 30 June 2023.</p> <p>No further extension options remain available for this contract.</p> <p>Amend 'Detailed Statement of Work' [Statement of Work] to include after existing text, the following:</p> <p>The supplier will provide advice on resubmissions to the 2023 premium round process.</p> <p>The supplier will provide advice on amendments to the premium round application form to improve information gathered for assessment in future premium round assessments and potential changes to future premium round processes.</p> <p>The supplier will provide an update to previous work on the assessment of</p>

		<p>comparability of PHI products for consumers.</p> <p>This assessment will include the migration of policyholders to products with a lower level of cover (i.e. downgrading) or downgrading out of Gold to manage affordability concerns.</p> <p>Amend 'Milestones' [Statement of Work] as follows:</p> <p>Replace '16 December 2022' with '27 January 2023'</p> <p>Amend 'Milestones' [Statement of Work] to add new text after existing text:</p> <p>'February – March 2023</p> <p>Provide written advice on proposed amendments to the premium round application form to improve information gathered for assessment in future premium round processes.</p> <p>February - June 2023</p> <p>Provide an assessment of comparability of PHI products for consumers, accompanied by written report and analysis.'</p>
4.	Implementation date of variation	23 December 2022
5.	Effect on services	Continued service provision
6.	Plan for implementing the change [if any]	Meetings between the Agency and the Supplier in December and January to discuss changes.
7.	Effect on price [if any]	Nil – hourly rate
8.	Effect on service levels [if any]	Nil
9.	Other relevant matters (e.g. transitional impacts)	Nil

Variation to Order:

Expert services for assessment of 2023 premium applications Order Variation 1.

Agency	Department of Health and Aged Care
Name (print)	Brian Kelleher
Position	Assistant Secretary
Signature	
Date	

Service Provider	Deloitte Touche Tohmatsu
Name (print)	s47F
Position	Partner
Signature	
Date	

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