

Senate Community Affairs Committee

ANSWERS TO ESTIMATES QUESTIONS ON NOTICE

HEALTH AND AGEING PORTFOLIO

Budget Estimates 2013-14, 5/6 & 7 June 2013

Question: E13-187

**OUTCOME:** 5 - Primary Care

**Topic:** Medicare Locals

**Type of Question:** Written Question on Notice

**Senator:** Fierravanti-Wells

**Question:**

Can you please provide a copy of the 'search and seizure' clauses in the deed of funding between Medicare Locals and the Department of Health and Ageing?

**Answer:**

The clause referred to is within the Medicare Locals Deed for Funding between the Department of Health and Ageing and each Medicare Local, and is a clause typical of most Commonwealth funding agreements, which reads as follows:

*8.8 In respect of all subcontractors, the Participant must ensure that:*

- a) the subcontract facilitates compliance by the Participant with its obligations under this Deed including any Program Agreement;*
- b) the subcontract will not Conflict with or detract from the rights and entitlements of the Commonwealth under this Deed including any Program Agreement;*
- c) the other party to the subcontract is financially viable, has the necessary relevant expertise and the appropriate types and amounts of insurance to perform work in relation to any Program;*
- d) the subcontract contains all the relevant terms of this Deed including any Program Agreement, including those relating to the subcontracting, Intellectual Property, audit and access, privacy, security, confidentiality, warranties and indemnities, disclosure and termination and in particular that the Participant has or will secure for itself a right to terminate the subcontract on terms no less favourable than those accorded to the Commonwealth by clause 22, in the event of this Deed or the Program Agreement being terminated;*
- e) the other party to the subcontract acknowledges that it may be considered a 'Commonwealth service provider' for the purposes of the Ombudsman Act 1976 and subject to investigation by the Commonwealth Ombudsman under that Act and that the Commonwealth will not be liable for the cost of any such investigation by the Commonwealth Ombudsman in connection with the subject matter of the subcontract or the subcontract matter of the Program Agreement; and*
- f) if requested, the Participant will promptly provide a copy of the relevant subcontract to the Commonwealth.*