



Australian Government

Department of Health

Deed of Termination and Release

Commonwealth of Australia represented by the
Department of Health

ABN 83 605 426 759

and

«LegalBusiness_Name»

ABN «ABN»

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THIS Deed of Termination and Release is made on

BETWEEN:

- (1) **Commonwealth of Australia as represented by the Department of Health** ABN 83 605 426 759 (the **Commonwealth**); and
- (2) **«LegalBusiness_Name»** ABN «ABN» whose registered office is at «Address» (the **Participant**).

RECITALS:

- (A) The Commonwealth and the Participant are parties to a Deed for Funding (**Deed for Funding**) in relation to Medicare Locals. The Deed for Funding provides funding through a number of Schedules that each form a separate agreement between the Commonwealth and the Participant. Some of these Schedules expire on 30 June 2015 (**Expiring Schedules**). However, there are a number of other Schedules that extend beyond 30 June 2015. The government has announced that the expiry date for these Schedules will be brought forward so that they end on 30 June 2015 (**Affected Schedules**).
- (B) This Deed of Termination and Release:
 - (1) varies the Deed for Funding to, amongst other things:
 - (a) bring forward the end date for the Affected Schedules; and
 - (b) incorporate additional transition provisions for both Expiring Schedules and Affected Schedules; and
 - (2) sets out the methodology for calculating Reasonable Costs (under clause 22.3 of the Deed for Funding) and Transition Costs (under clause 24.1 and Attachment A of the Deed for Funding, as amended by this Deed of Termination and Release).

THE PARTIES AGREE AS FOLLOWS:

1. **OVERVIEW**

This Deed of Termination and Release is structured as follows:

Item	Overview
Clause 2	This clause makes the amendments to the Deed for Funding set out in Schedules 1, 2 and 3.
Clause 3	This clause sets out the process for determining Reasonable Costs and Transition Costs related to the termination or early expiry of the Affected Schedules and the Transition of the Activities to a New Provider.
Clauses 4 to 6	These clauses contain general provisions related to the operation of this Deed of Termination and Release.
Clause 7	This clause contains definitions and interpretation principles that apply to this Deed of Termination and Release. Terms that are defined in the Deed for Funding will also apply to this Deed of Termination and Release.

Item	Overview
Schedule 1	<p>This Schedule:</p> <ul style="list-style-type: none"> (a) contains key details such as each Party's address for notices; (b) sets out the revised reporting obligations for 2014-15 (including dates that have already passed) for each Affected Schedule; and (c) sets out the revised funding for 2014-15 for each Affected Schedule (including payments that have already been made).
Schedule 2	<p>This Schedule sets out the amendments being made to the Deed for Funding.</p> <p>The key amendments are to:</p> <ul style="list-style-type: none"> (a) bring forward the end date for the Affected Schedules to 30 June 2015; (b) amend the 2014-15 payments for the Affected Schedules so that the new payment schedule aligns with Schedule 1; (c) amend the reporting dates for the Affected Schedules so that the new reporting dates align with Schedule 1; (d) revoke permission for the use of the Medicare Local name and branding after 30 June 2015; and (e) replace clause 24.1 of the Deed for Funding with enhanced transition provisions.
Schedule 3	<p>This Schedule sets out new detailed Transition obligations.</p> <p>This document will become Attachment A to the Deed for Funding (see clauses 6 and 7 of Schedule 2).</p> <p>Clause 1.2 of Schedule 3 contains a list of all key dates.</p>
Schedule 4	<p>This Schedule contains the Claims Determination Schedule that Participants are required to complete (see clause 3 of this Deed of Termination and Release).</p>

2. **AMENDMENT**

- (a) The Deed for Funding is amended with effect on and from the Effective Date in accordance with Schedule 1.
- (b) Clause 2(a) does not affect any right or obligation of either party that arises before the Effective Date.
- (c) Except as expressly amended by this Deed of Termination and Release, no changes to the Deed for Funding are to be inferred or implied, and in all other respects the Deed for Funding is confirmed and remains in full force and effect.
- (d) With effect on and from the Effective Date, references in the Deed for Funding will be read and construed as references to the Deed for Funding as amended by this Deed of Termination and Release.

3. **COSTS PAYABLE BY THE COMMONWEALTH**

3.1 **Principles in relation to Reasonable Costs**

The Participant acknowledges that:

- (a) the Commonwealth has the right to terminate or end the Affected Schedules early under clause 22.1(i) of the Deed for Funding;
- (b) the total amount of Reasonable Costs payable by the Commonwealth in relation to each Affected Schedule (including amounts paid during the Program Period) will not exceed the maximum funding that would have been available for the Program Period had the Commonwealth not terminated or ended the Affected Schedules early;
- (c) no Reasonable Costs are payable for the expiry of the Expiring Schedules; and
- (d) the Participant must account for, keep records of, and report on the Reasonable Costs in accordance with clauses 10 and 11 of the Deed for Funding.

3.2 **Principles in relation to Transition Costs**

Any Transition Costs must be in accordance with the Deed for Funding as amended by this Deed of Termination and Release.

3.3 **Draft Claims Determination Schedule**

- (a) The Participant must provide to the Commonwealth on or before the date specified in Item 6 of clause 1.2 of Schedule 3:
 - (i) a draft Claims Determination Schedule in the form of Schedule 4; and
 - (ii) its estimate of the likely amount of Unspent and Uncommitted Funds under the Deed for Funding as at 30 June 2015.
- (b) Within 15 Business Days, after the receipt of the documentation required by clause 3.3(a), the Commonwealth will issue a notice to the Participant setting out:
 - (i) the interim amount of the payment as determined by the Commonwealth in accordance with the Deed for Funding that is either owing by the Participant to the Commonwealth, or will be paid to the Participant by the Commonwealth, or retained by the Participant (as the case may be);
 - (ii) the basis of the Commonwealth's calculations and, if the interim amount is different to the amount claimed by the Participant, the reasons for the difference; and
 - (iii) any amounts which the Commonwealth considers are not Reasonable Costs or Transition Costs (**Rejected Items**), including:
 - (A) reasons; and
 - (B) sufficient details to identify the claim items by invoice or expense item.
- (c) Subject to clause 3.5, if the interim amount of Reasonable Costs and Transition Costs:

- (i) exceeds the estimated Unspent and Uncommitted Funds held by the Participant – the Commonwealth will make an interim payment to the account nominated by the Participant in accordance with the timeframe in Schedule 1 provided that the amount payable will not exceed any maximum amount specified in Schedule 1; or
- (ii) is equal to or less than the estimated Unspent and Uncommitted Funds held by the Participant – the Participant will retain all Funds pending the Commonwealth's decision on the Final Claims Determination Schedule in accordance with clause 3.4.

3.4 **Final Claims Determination Schedule**

- (a) The Participant must provide to the Commonwealth on or before the date specified in Item 10 of clause 1.2 of Schedule 3:
 - (i) a final Claims Determination Schedule in the form of Schedule 4;
 - (ii) the written evidence set out in the Claims Determination Schedule;
 - (iii) any other written evidence required by the Commonwealth in relation to the Reasonable Costs and Transition Costs claimed by the Participant; and
 - (iv) details of the final amount of Unspent and Uncommitted Funds.
- (b) Within 15 Business Days, after the receipt of the documentation required by clause 3.4(a), the Commonwealth will issue a notice to the Participant setting out:
 - (i) the final amount of the payment as determined by the Commonwealth in accordance with the Deed for Funding that is either owing by the Participant to the Commonwealth, or will be paid to the Participant by the Commonwealth, or retained by the Participant (as the case may be);
 - (ii) the basis of the Commonwealth's calculations and, if the amount is different to the amount claimed by the Participant, the reasons for the difference; and
 - (iii) any amounts which the Commonwealth considers are not Reasonable Costs or Transition Costs (**Rejected Items**), including:
 - (A) reasons; and
 - (B) sufficient details to identify the claim items by invoice or expense item.
- (c) Subject to clause 3.5, if the final amount of Reasonable Costs and Transition Costs:
 - (i) exceeds the interim amount paid by the Commonwealth to the Participant in accordance with clause 3.3(c) – the Commonwealth will make payment of the balance to the account nominated by the Participant within 30 calendar days of receipt of the final Claims Determination Schedule provided that the amount payable will not exceed any maximum amount specified in Schedule 1; or
 - (ii) is less than the interim amount paid by the Commonwealth to the Participant in accordance with clause 3.3(c) – the Participant must make payment to the account nominated by the Commonwealth within 30 calendar days of receipt of the final Claims Determination Schedule.

3.5 **Disputed Amounts**

- (a) If the Participant wishes to maintain a claim for any Rejected Items then the Participant must:
 - (i) notify the Commonwealth within five Business Days; and
 - (ii) provide the Commonwealth with additional written evidence to support its claim.
- (b) Within 5 Business Days of the receipt of the additional written evidence, the Commonwealth will issue a revised assessment, where relevant, in accordance with clause 3.4(b) or advise that its previous assessment is unchanged.
- (c) If the Participant is still dissatisfied, the parties will negotiate in good faith to resolve each issue of disagreement.

3.6 **Release**

- (a) Subject to clause 3.6(b), with effect on and from the Effective Date, the Participant releases the Commonwealth from all actions, demands, Claims and proceedings under, or in connection with, the termination or early expiry of the Affected Schedules.
- (b) On and from the date that the Commonwealth pays the amount determined in accordance with clause 3.4(c), the Participant releases the Commonwealth from any other actions, demands, Claims and proceedings under, or in connection with, the Deed for Funding.
- (c) This Deed of Termination and Release may be pleaded by the Commonwealth as a bar to proceedings brought now or in the future by the Participant in relation to or arising out of or in connection with the Deed for Funding.

4. **REPRESENTATIONS AND WARRANTIES**

4.1 **Representations and warranties of the Participant**

The Participant represents and warrants that:

- (a) **(status)** it is a company limited by guarantee under the *Corporations Act 2001*;
- (b) **(power)** it has full legal capacity and power to:
 - (i) own its property and to carry on its business; and
 - (ii) enter into this Deed of Termination and Release and to carry out the transactions that it contemplates;
- (c) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this Deed of Termination and Release and to carry out the transactions contemplated;
- (d) **(Authorisations)** it holds each Authorisation that is necessary or desirable to:
 - (i) enable it to properly execute this Deed of Termination and Release and to carry out the transactions that it contemplates;
 - (ii) ensure that this Deed of Termination and Release is legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on its business as it is now being conducted,

and it is complying with any conditions to which any of these Authorisations is subject;

- (e) (**document effective**) this Deed of Termination and Release constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally), subject to any necessary stamping or registration;
- (f) (**no contravention**) neither its execution of this Deed of Termination and Release, nor the carrying out by it of the transactions that this Deed of Termination and Release contemplates, does or will:
 - (i) contravene any law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
 - (ii) contravene any Authorisation;
 - (iii) contravene any agreement binding on it or any of its property; or
 - (iv) contravene its constitution or the powers or duties of its directors;
- (g) (**commercial benefit**) the execution by it of this Deed of Termination and Release, and the carrying out by it of the transactions that this Deed of Termination and Release contemplates, is for its corporate benefit and in its commercial interests; and
- (h) (**solvency**) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable.

4.2 **Repetition of representations and warranties**

The representations and warranties in clause 4.1 of this Deed of Termination and Release are taken to be repeated on the Effective Date, on the basis of the facts and circumstances as at that date.

4.3 **Reliance on representations and warranties**

The Participant acknowledges that the Commonwealth has executed this Deed of Termination and Release and agreed to take part in the transactions that it contemplates in reliance on the representations and warranties that are made or repeated in this clause 4.

5. **NOTICES**

5.1 **How to give a notice**

A notice, consent or other communication under this Deed of Termination and Release is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given in one of the following ways:
 - (i) sent by mail or delivered to that person's address;

- (ii) sent in electronic form (such as email);
- (iii) given personally; or
- (iv) given in any other manner permitted by law.

5.2 **When a notice is given**

A notice, consent or other communication that complies with this clause 5 is conclusively regarded as given and received:

- (a) if it is sent by mail, when it would be delivered in the ordinary course of post, but in any event:
 - (i) not later than three Business Days after posting; or
 - (ii) if it is sent in electronic form – if it is transmitted:
 - (A) by 5.00 pm (local time in the place of receipt) on a Business Day – on that day; or
 - (B) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day – on the next Business Day;
 - (iii) if given personally, when actually received by that person; and
- (b) if it is given in any other manner permitted by law, when actually received by that person, unless a later time of receipt is specified in it.

5.3 **Address for notices**

A person's mail address and email address are those set out in Schedule 1, or as the person notifies the sender.

6. **GENERAL**

6.1 **Governing law**

- (a) This Deed of Termination and Release is governed by the same jurisdiction as the Deed for Funding as specified in clause 1.4 of the Deed for Funding.
- (b) Each party submits to the jurisdiction of the courts of the jurisdiction specified in clause 1.4 of the Deed for Funding and of any court that may hear appeals from any of those courts, for any proceedings in connection with this Deed of Termination and Release.

6.2 **Liability for expenses**

Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this Deed of Termination and Release.

6.3 **Giving effect to this Deed of Termination and Release**

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Deed of Termination and Release.

6.4 **Operation of this Deed of Termination and Release**

- (a) Subject to clauses 2 and 6.4(b), this Deed of Termination and Release contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Deed of Termination and Release and has no further effect.
- (b) Any right that a person may have under this Deed of Termination and Release is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Deed of Termination and Release which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Deed of Termination and Release enforceable, unless this would materially change the intended effect of this Deed of Termination and Release.

6.5 **Amendment**

This Deed of Termination and Release can only be amended or replaced by another document signed by both parties.

6.6 **Counterparts**

This Deed of Termination and Release may be executed in counterparts. Delivery of a counterpart of this Deed by email attachment constitutes an effective mode of delivery.

7. **INTERPRETATION**

7.1 **Definitions**

The following definitions apply in this Deed of Termination and Release.

Authorisation means:

- (a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and
- (b) in relation to anything that could be prohibited or restricted by law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Claim means, in relation to a person, any claim, allegation, cause of action, proceeding, Liability, suit or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Corporations Act means the *Corporations Act 2001* (Cth).

Deed for Funding means the Deed for Funding in relation to Medicare Locals between the Participant and the Commonwealth represented by the Department of Health (previously the Department of Health and Ageing), including the relevant Schedules to which the Commonwealth and the Participant have agreed.

Effective Date means the date that this Deed of Termination and Release is executed by both parties or, if the parties sign on different dates, the date that the last party signs.

Liability means, in relation to a person, any liability or obligation, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Schedules means the program schedules to the Deed for Funding through which funding is provided to the Participant and which each create a separate agreement between the Participant and the Commonwealth in respect of the relevant program.

7.2 **Terms defined in the Deed for Funding**

A term (other than a term defined in clause 7.1) that is defined in the Deed for Funding (as amended by this Deed of Termination and Release) has the same meaning in this Deed of Termination and Release.

7.3 **Rules for interpreting this Deed of Termination and Release**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Deed of Termination and Release, except where the context makes it clear that a rule is not intended to apply:

- (a) a reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this Deed of Termination and Release) or agreement, or a provision or schedule of a document (including this Deed of Termination and Release) or agreement, is to that document, agreement or provision or schedule as amended, supplemented, replaced or novated;
 - (iii) a party to this Deed of Termination and Release or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to **information** is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.
- (g) The expressions **subsidiary**, **holding company** and **related body corporate** have the same meanings as in the Corporations Act.

- (h) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (i) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (j) The expression **this Deed of Termination and Release** includes the agreement, arrangement, understanding or transaction recorded in this Deed of Termination and Release.

7.4 **Non Business Days**

If the day on or by which a person must do something under this Deed of Termination and Release is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

7.5 **Requirement on a person not a party to this Deed of Termination and Release**

If a provision of this Deed of Termination and Release requires a person that is not a party to this Deed of Termination and Release to do, or not to do, a thing, each party must use its reasonable efforts to ensure that the person does, or does not, do that thing.

SCHEDULE 1

KEY DETAILS

Participant	«LegalBusiness_Name»
Participant's address for notices	Address: «Address» Attention: «Chief_Executive_Officer» Email: «Email» Fax: «Fax»
Commonwealth	Commonwealth of Australia represented by the Department of Health
Commonwealth's address for notices	Keith Tracey-Patte Assistant Secretary Regional Service Grants Branch MDP 205 GPO Box 9848 CANBERRA ACT 2601

SCHEDULES EXPIRING 30 JUNE 2015 (EXPIRING SCHEDULES)

Schedule	Program
10	Access to Allied Psychological Services
14	OATSIH - Primary Health Care
15	New Directions - Mothers & Babies
16	Primary Health Care Auspice
17	OATSIH - Substance Use
18	Care Coordination and Supplementary Services Program
19	Mental Health Services in Rural and Remote Australia
22	Closing the Gap: Improving Indigenous Access to Mainstream Primary Care
23	Support for the Day to Day Living in the Community (D2DL) - A Structured Activity Program
24	National Suicide Prevention Program
25	Administration of the Flexible Payment System under the General Practice Rural Incentive Program
26	Non-Government Organisation Treatment Grants Program
27	Substance Misuse Service Delivery Grants Fund
28	Regional Tackling Smoking and Healthy Lifestyle Workforce and Activities
29	Closing the Gap in Chronic Disease
30	Rural and Remote General Practice Program
37	Positive Impact Program
39	More Doctors for Outer Metropolitan Areas Measure Relocation Incentive Grant (OMRIG)
42	Telehealth Services for Lord Howe Island

SCHEDULES THAT WILL NOW END ON 30 JUNE 2015 (AFFECTED SCHEDULES)

Schedule	Program	Current expiry date	Maximum funding (GST Excl)*	New expiry date	Revised maximum funding (GST Excl)**
21.1	Regionally Tailored Primary Health Care Initiatives Through Medicare Locals Fund	30 June 2016	«M_211_Max_Funding_GST_exc»	30 June 2015	«M_211_Revised_Max_Funding_GST_exc»
33	Tasmanian Health Assistance Package - Element A	30 June 2016	«M_33_Max_Funding_GST_exc»	30 June 2015	«M_33_Revised_Max_Funding_GST_exc»
34	Tasmanian Health Assistance Package - Element B	30 June 2016	«M_34_Max_Funding_GST_exc»	30 June 2015	«M_34_Max_Revised_Funding_GST_exc»
35	Tasmanian Health Assistance Package - Element C	30 June 2016	«M_35_Max_Funding_GST_exc»	30 June 2015	«M_35_Max_Revised_Funding_GST_exc»
38	Partners in Recovery	30 June 2016	«M_38_Max_Funding_GST_exc»	30 June 2015	«M_38_Max_Revised_Funding_GST_exc»
41	Better Health Care Connections: Aged Care Multidisciplinary Care Coordination and Advisory Service	30 June 2017	«M_41_Max_Funding_GST_exc»	30 June 2015	«M_41_Max_Revised_Funding_GST_exc»
43	Medical Outreach Indigenous Chronic Disease Program	30 June 2016	«M_43_Max_Funding_GST_exc»	30 June 2015	«M_43_Max_Revised_Funding_GST_exc»
TOTAL:			«Total_Max_Funding_GST_exc»		«Total_Max_Revised_Funding_GST_exc»

* Total funding as specified in Item E of the Affected Schedules, i.e., the maximum funding that would have been available for the Program Period had the Commonwealth not terminated or ended the Schedule early.

** Funding as specified in Item E of the Affected Schedules (excluding funding in 2015-16 and any future years).

AMENDED MILESTONES AND DELIVERABLES FOR 2014-15

REASONABLE COSTS

Indicative Payment Due Date	Milestone/Deliverable	Maximum amount payable
2 months after the transition period commences	First payment of Reasonable Costs	The total amount payable by the Commonwealth (including amounts paid during the Program Period) will not exceed the maximum funding that would have been available for the Program Period had the Commonwealth not terminated or ended the Schedule early.
August/ September 2015	Final payment (if any) of Reasonable Costs	

TRANSITION COSTS

Indicative Payment Due Date	Milestone/Deliverable	Maximum Amount payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Inc)
2 months after the transition period commences	First payment of Transition costs	\$100,000 in total	\$10,000	\$110,000 in total
August/ September 2015	Final payment (if any) for Transition Costs			

Note: Reasonable Costs and Transition Costs are defined in Schedule 2 of this Deed of Termination and Release.

SCHEDULE 21.1 - REGIONALLY TAILORED PRIMARY HEALTH CARE INITIATIVES THROUGH MEDICARE LOCALS FUND

Deliverable	Current Due Date (if applicable)	Revised/New Due Date
2013-14 Twelve Month Report	30 September 2014	30 September 2014
2014-15 Six Month Report and Comprehensive Needs Assessment Report	27 February 2015	Not required
2015-16 Annual Plan and Budget and Comprehensive Needs Assessment Report	15 May 2015	Not required
2014-15 Twelve Month Report	30 September 2015	Not required
2015-16 Six Month Report	26 February 2016	Not required
2015-16 Twelve Month Report	30 September 2016	Not required
Final Report	No date specified	30 September 2015

Financial year	Indicative Payment Due Date	Milestone/Deliverable	Maximum Amount payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Inc)
2014-15	July 2014	Approval of 2014-15 Annual Plan and Annual Budget and Comprehensive Needs Assessment Report	«M_211_July_14_payment_GST_Exc»	«M_211_July_14_payment_GST_amount»	«M_211_July_14_payment_GST_inc»
	October 2014	Approval of the 2013-14 Twelve Month Report.	«M_211_Oct_14_payment_GST_exc»	«M_211_Oct_14_payment_GST_amount»	«M_211_Oct_14_payment_GST_inc»
	February 2015	No deliverable	«M_211_Feb_15_payment_GST_exc»	«M_211_Feb_15_payment_GST_amount»	«M_211_Feb_15_payment_GST_inc»
TOTAL:			«M_211_1415_total_payment_GST_exc»	«M_211_1415_total_payment_GST_amount»	«M_211_1415_total_payment_GST_inc»

Note: The maximum amount payable has been reduced by the level of 2014-15 carry-over and the level of non-approved activities.

SCHEDULE 33 – TASMANIAN HEALTH ASSISTANCE PACKAGE - ELEMENT A

Deliverable	Current Due Date (if applicable)	Revised/New Due Date
Annual Report 2013-14	30 September 2014	30 September 2014
Mid-year progress report	31 January 2015	Not required
Financial report (a financial statement in accordance with Australian Accounting Standards which provides a breakdown of receipts and expenses associated with the implementation of the Program by line item over the 1 July to 31 December reporting period)	(Part of the Mid-year progress report)	30 January 2015
Annual Plan 2015-16	31 May 2015	Not required
Annual Report 2014-15	30 September 2015	Not required
Mid-year Progress Report	31 January 2016	Not required
Project Evaluations	30 June 2016	30 September 2015

Deliverable	Current Due Date (if applicable)	Revised/New Due Date
Final Report	30 June 2016	30 September 2015

Milestone/Deliverable	Indicative Payment Due Date	Maximum Amount Payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Incl)
2014-15: Stage 2				
Annual Report 2013-14	October 2014	«M_33_Oct_14_payment_GST_exc»	«M_33_Oct_14_payment_GST_amount»	«M_33_Oct_14_payment_GST_inc»
Financial Report	February 2015	«M_33_Feb_15_payment_GST_exc»	«M_33_Feb_15_payment_GST_amount»	«M_33_Feb_15_payment_GST_inc»
TOTAL:		«M_33_1415_payment_total_GST_exc»	«M_33_1415_payment_total_GST_amount»	«M_33_1415_payment_total_GST_inc»

SCHEDULE 34 – TASMANIAN HEALTH ASSISTANCE PACKAGE - ELEMENT B

Deliverable	Current Due Date (if applicable)	Revised/New Due Date
Annual Report 2013-14	30 September 2014	30 September 2014
Mid-year progress report	31 January 2015	Not required
Financial Report (a financial statement in accordance with Australian Accounting Standards which provides a breakdown of receipts and expenses associated with the implementation of the Program by line item over the 1 July to 31 December reporting period)	(Part of the Mid-year progress report)	30 January 2015
Annual plan 2015-16	31 May 2015	Not required
Annual Report 2014-15	30 September 2015	Not required
Mid-year Progress Report	31 January 2016	Not required
Program Evaluation	30 June 2016	30 September 2015
Tasmanian Health Pathways Project Evaluation	30 June 2016	30 September 2015
Final Report	30 June 2016	30 September 2015

Milestone/Deliverable	Indicative Payment Due Date	Maximum Amount Payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Incl)
2014-15: Financial Year				
Annual Report 2013-14	October 2014	«M_34_Oct_14_payment_GST_exc»	«M_34_Oct_14_payment_GST_amount»	«M_34_Oct_14_payment_GST_inc»
Financial Report	February 2015	«M_34_Feb_15_payment_GST_exc»	«M_34_Feb_15_payment_GST_amount_»	«M_34_Feb_15_payment_GST_inc»
TOTAL:		«M_34_1415_payment_total_GST_exc»	«M_34_1415_payment_total_GST_amount»	«M_34_1415_payment_total_GST_inc»

SCHEDULE 35 – TASMANIAN HEALTH ASSISTANCE PACKAGE - ELEMENT C

Deliverable	Current Due Date (if applicable)	Revised/ New Due Date
Annual Report 2013-14	30 September 2014	30 September 2014
Mid-year progress report	31 January 2015	Not required
Financial Report (a financial statement in accordance with Australian Accounting Standards which provides a breakdown of receipts and expenses associated with the implementation of the Program by line item over the 1 July to 31 December reporting period)	(Part of the Mid-year progress report)	30 January 2015
Annual Plan 2015-16	31 May 2015	Not required
Annual Report 2014-15	30 September 2015	Not required
Mid-year progress report	31 January 2016	Not required
End of implementation stage	30 April 2016	Not required
Program Evaluation	30 June 2016	30 September 2015
Final Report	30 June 2016	30 September 2015

Milestone/Deliverable	Indicative Payment	Maximum Amount Payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Incl)
2014-15: Implementation Stage				
Annual Report 2013-14	October 2014	«M_35_Oct_14_payment_GST_exc»	«M_35_Oct_14_payment_GST_amount»	«M_35_Oct_14_payment_GST_inc»
Financial Report	February 2015	«M_35_Feb_15_payment_GST_exc»	«M_35_Feb_15_payment_GST_amount»	«M_35_Feb_15_payment_GST_inc»
TOTAL:		«M_35_1415_payment_total_GST_exc»	«M_35_1415_payment_total_GST_amount»	«M_35_1415_payment_total_GST_inc»

SCHEDULE 38 – PARTNERS IN RECOVERY

Deliverable	Current Due Date (if applicable)	Revised/ New Due Date
Performance Report 2 (annual report for the period execution to 30 June 2014)	30 September 2014	30 September 2014
Performance Report 3 (6 monthly report for the period 1 July 2014 to 31 December 2014)	27 February 2015	27 February 2015
Performance Report 4 (annual report for the period 1 July 2014 to 30 June 2015)	30 September 2015	30 September 2015
Client data	31 July 2014 31 October 2014 30 January 2015 30 April 2015	31 July 2014 31 October 2014 30 January 2015 30 April 2015
Mid Year – Financial Report – Income Statement (unaudited)	27 February 2015	27 February 2015
End of Year Financial Statement – Income (audited)	30 September 2015	30 September 2015
Final Report	30 September 2016	30 September 2015

Financial year	Indicative Payment Due Date	Milestone/Deliverable	Maximum Amount payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Inc)
2014-15	1 July 2014	No deliverable	«M_38_July_14_payment_GST_exc»	«M_38_July_14_payment_GST_amount»	«M_38_July_14_payment_GST_inc»

Financial year	Indicative Payment Due Date	Milestone/Deliverable	Maximum Amount payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Inc)
	Within thirty (30) days of approval of the Deliverable.	Performance Report 2 Execution to 30 June 2014	«M_38_payment_2_GST_exc»	«M_38_payment_2_GST_amount»	«M_38_payment_2_GST_inc»
	30 January 2015	No deliverable	«M_38_Jan_15_payment_GST_exc»	«M_38_Jan_15_payment_GST_amount»	«M_38_Jan_15_payment_GST_inc»
	Within thirty (30) days of approval of the Deliverable.	Performance Report 3 1 July 2014 to 31 December 2014	«M_38_payment_4_GST_exc»	«M_38_payment_4_GST_amount»	«M_38_payment_4_GST_inc»
	TOTAL:		«M_38_1415_total_GST_exc»	«M_38_1415_total_GST_amount»	«M_38_1415_total_GST_inc»

SCHEDULE 41 - BETTER HEALTH CARE CONNECTIONS: AGED CARE MULTIDISCIPLINARY CARE COORDINATION AND ADVISORY SERVICE

Deliverable	Current Due Date (if applicable)	Revised/ New Due Date
Third Performance Report and Unaudited Statement of Income and Expenditure	30 October 2014	30 October 2014
Fourth Performance Report and Unaudited Statement of Income and Expenditure	30 April 2015	Not required
Draft Final Report and Unaudited Statement of Income and Expenditure	30 April 2017	30 April 2015
Final Report and an Audited Statement of Income and Expenditure for the Program	30 September 2017	30 September 2015

Financial year	Indicative Payment Due Date	Milestone/Deliverable	Maximum Amount payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Inc)
2014-15	30 October 2014 (Payment 4)	Third Performance Report and Unaudited Statement of Income and Expenditure	«M_41_Oct_14_payment_GST_exc»	«M_41_Oct_14_payment_GST_amount»	«M_41_Oct_14_payment_GST_inc»
	30 April 2015 (Payment 5)	Draft Final Report and Unaudited Statement of Income and Expenditure	«M_41_April_15_payment_GST_exc»	«M_41_April_15_payment_GST_amount»	«M_41_April_15_payment_GST_inc»
	TOTAL:		«M_41_1415_total_GST_exc»	«M_41_1415_total_GST_amount»	«M_41_1415_total_GST_inc»

SCHEDULE 43 – MEDICAL OUTREACH INDIGENOUS CHRONIC DISEASE PROGRAM

Report	Report Period	Current Due Date (if applicable)	Revised/ New Due Date
Quarterly data and quarterly finance report	1 July 2014 to 30 September 2014	31 October 2014	31 October 2014
Quarterly data and quarterly finance report	1 October 2014 to 31 December 2014	31 January 2015	30 January 2015
Quarterly data and quarterly finance report	1 January 2015 to 31 March 2015	30 April 2015	30 April 2015
Revised Activity Work Plan	1 July 2015 to 30 June 2016	15 May 2015	Not required
Quarterly data and quarterly finance report	1 April 2015 to 30 June 2015	31 July 2015	31 July 2015
Audited Statement of Income and Expenditure	1 July 2014 to 30 June 2015	30 September 2015	30 September 2015
Final Report	1 July 2013 to 30 June 2015	30 September 2016	30 September 2015

Financial Year	Indicative Payment Date	Milestone/Deliverable	Maximum Amount Payable (GST Excl)	GST Amount	Maximum Amount Payable (GST Incl)
2014-15	31 July 2014	Quarterly data and quarterly finance report	«M_43_July_14_payment_GST_exc»	«M_43_July_14_payment_GST_amount»	«M_43_July_14_payment_GST_inc»
	31 October 2014	Quarterly data and quarterly finance report	«M_43_Oct_14_payment_GST_exc»	«M_43_Oct_14_payment_GST_amount»	«M_43_Oct_14_payment_GST_inc»
	30 January 2015	Quarterly data and quarterly finance report	«M_43_Jan_15_payment_GST_exc»	«M_43_Jan_15_payment_GST_amount»	«M_43_Jan_15_payment_GST_inc»
	30 April 2015	Quarterly data and quarterly finance report	«M_43_April_15_payment_GST_exc»	«M_43_April_15_payment_GST_amount»	«M_43_April_15_payment_GST_inc»
	TOTAL:		«M_43_1415_total_GST_exc»	«M_43_1415_total_GST_amount»	«M_43_1415_total_GST_inc»

SCHEDULE 2

AMENDMENTS TO DEED FOR FUNDING

1. CLAUSE 1.1 OF THE DEED FOR FUNDING - INTERPRETATION

Add the following new definitions:

"**Activities**" means the activities set out in an Annual Plan in relation to a Program.

"**New Provider**" means any other organisation selected to undertake or co-ordinate activities that are similar to the Activities.

"**PHN**" means an organisation selected to be a primary health network in relation to a particular area or areas.

"**Reasonable Costs**" means any reasonable costs (excluding without limitation, loss of prospective income or profits) which are:

- a) unavoidably incurred by the Participant; and
- b) directly attributable to the termination or early expiry of a Schedule,

and include all reasonable damages, costs and expenses incurred in connection with the termination or redundancy of the Participant's Personnel or the termination of the Participant's subcontracts.

"**Transition**" means transition of the Activities to New Provider(s).

"**Transition Costs**" means additional costs reasonably incurred by a Participant in complying with clause 24 of the Deed for Funding, Attachment A and the Transition Plan.

"**Transition Period**" has the meaning given in Attachment A.

"**Transition Plan**" means the plan referred to in clause 24.1

2. CLAUSE 4 OF THE DEED FOR FUNDING – FUNDING AND OTHER CONTRIBUTIONS

Replace clause 4.3 of the Deed for Funding with the following:

"The Participant must ensure that any payments made out of the Funds provided under this Deed are only expended for:

- a) activities covered by that part of the Annual Plan applicable to the Program; or
- b) activities covered by a Program Schedule; or
- c) long service leave entitlements under clause 4.7; or
- d) Reasonable Costs; or
- e) Transition Costs; or
- f) other purposes agreed in writing by the Deed Manager under clause 4.6.

3. CLAUSE 18 OF THE DEED FOR FUNDING – ACKNOWLEDGEMENT AND PUBLICATIONS

Replace clause 18 of the Deed for Funding with the following:

- "18.1 During the Program Period the Participant must:
- a) take all reasonable steps to trade under a common naming system that incorporates 'Medicare Locals' to ensure a strong and consistent national branding identity, as directed by the Commonwealth;
 - b) adhere to a common 'Medicare Locals' branding system (logo and tagline) in respect of publications, promotional and advertising Materials, website, public announcements, signs or plaques in a form approved by the Commonwealth to its use and set out in Item H of the Program Schedule for a Program; and
 - c) invite representatives of the Commonwealth (including the Minister for Health) to any formal public opening of the Medicare Local and any subsequent formal functions held at the Medicare Local.
- 18.2 Subject to clause 18.3, on and from 1 July 2015, the Participant:
- a) is not permitted to use the 'Medicare Local' branding system (name, logo and/or tagline); and
 - b) must not use the term 'Medicare Local' on its website or in any publications unless it is legally required to do so.
- 18.3 Participants that are ceasing to operate may continue to use the word "Medicare" as part of their name until 30 September 2015 where required to complete Medicare Local business.
- 18.4 Where the Participant has been provided with Funds to produce any publication, the Participant must, on completion of the Program Period, provide to the Commonwealth the number of copies set out in Item F of the Program Schedule for the Program.
- 18.5 The Participant must acknowledge the financial and other support it has received from the Commonwealth:
- a) in all publications, promotional and advertising Materials, public announcements and activities by it or on its behalf or in relation to its activities under this Deed or any Program or any products, processes or inventions developed as a result of those activities or the Program; and
 - b) otherwise at the time and in the manner as the Commonwealth directs from time to time.
- 18.6 Clauses 18.2, 18.3, 18.4 and 18.5 survive the expiration or earlier termination of this Deed or any Program Agreement, whichever occurs last, for a period of seven years."

4. CLAUSE 19 OF THE DEED FOR FUNDING - ASSETS

Replace clause 19.4 with the following:

"The Participant must:

- a) provide the Commonwealth with all information requested by the Commonwealth in relation to:
 - i) all Assets; and
 - ii) any other assets (regardless of value) that may be useful to a New Provider,within the timeframes specified in Attachment A; and
- b) where directed by the Commonwealth, transfer the asset to the New Provider, subject to payment of compensation in accordance with Attachment A where the asset was not wholly funded by the Commonwealth.

If the Commonwealth does not require the transfer of an asset then the Participant can either retain or sell the asset provided that:

- c) if the Participant uses an Asset for a purpose that has not been approved by the Commonwealth in writing then it must pay the Commonwealth an amount equivalent to:

current value of the Asset x Commonwealth share

- d) if the Participant sells an Asset it must pay the Commonwealth an amount equivalent to:

net proceeds x Commonwealth share

where

net proceeds means the sale proceeds less the Participant's reasonable costs of disposing of the Asset

Commonwealth share means the proportion of the original purchase price of the Asset that was funded by the Commonwealth."

5. **CLAUSE 22.3 OF THE DEED FOR FUNDING – SUSPENSION AND TERMINATION**

Replace clause 22.3 with the following:

"If this Deed and/or any Program Agreement is terminated or ended early in accordance with clause 22.1(i):

- a) the Commonwealth will only be liable for any Reasonable Costs and Transition Costs;
- b) the total amount payable by the Commonwealth (including amounts paid during the Program Period) will not exceed the maximum funding that would have been available for the Program Period had the Commonwealth not terminated or ended the Schedule early; and
- c) where the amount of any Unspent and Uncommitted Funds exceeds the sum of:
 - i) the amount of the Reasonable Costs agreed by the Commonwealth; and

- ii) the amount of the Transition Costs agreed by the Commonwealth,
the Participant must return to the Commonwealth:

any Unspent and Uncommitted Funds - *the amount of Reasonable Costs agreed by the Commonwealth* - *the amount of Transition Costs agreed by the Commonwealth*

6. **CLAUSE 24 OF THE DEED FOR FUNDING – SERVICE CONTINUITY**

Replace clause 24 with the following:

- "24.1 On or before the date specified in Item 1 of clause 1.2 of Attachment A to this Deed, the Participant must provide the Commonwealth with a draft plan ("**Transition Plan**") which sets out the activities to be undertaken by the Participant in order to support Transition of all the Activities undertaken by the Participant.
- 24.2 The Transition Plan must:
- a) provide details of the Participant Personnel and other resources that will assist with Transition;
 - b) provide a complete and detailed description of the services provided by the Participant in conducting the Activities for each Program against the 2014-15 Comprehensive Needs Assessment for that Program (if there is one), including:
 - i) the target groups for the services;
 - ii) the service providers and service delivery arrangements (including any employed allied health providers and subcontractors); and
 - iii) the service delivery locations;
 - c) provide a description of all things necessary or desirable to conduct the Transition as efficiently and effectively as possible;
 - d) provide detailed process and time table for conducting the Transition which addresses each of the matters set out in Attachment A to this Deed and has regard to the timetable in clause 1.2 of Attachment A to this Deed; and
 - e) be provided in the format required by the Commonwealth.
- 24.3 The Participant must take into account any comments provided by the Commonwealth on the Transition Plan such that the Transition Plan can be finalised by the date specified in Item 4 of clause 1.2 of Attachment A to this Deed.
- 24.4 During the Transition Period the Participant must, in good faith, cooperate and reasonably assist the Commonwealth and any New Providers in order to:

- a) minimise any disruption or deterioration of primary health care services; and
- b) ensure there are effective strategies in place for the continuity of care for patients,

during the Transition to the new arrangements.

24.5 Without limiting clause 24.4, from the start of the Transition Period, the Participant must:

- a) provide all information and assistance necessary or desirable to conduct the Transition as efficiently and effectively as possible;
- b) implement the Transition Plan; and
- c) use its best efforts to minimise Reasonable Costs and Transition Costs."

7. ATTACHMENT A TO THE DEED FOR FUNDING – SERVICE CONTINUITY

Add the document at Schedule 3 of this Deed of Termination and Release as a new Attachment A to the Deed for Funding.

8. SCHEDULE 1 – GENERAL PROVISIONS

8.1 Item B – Term of this Deed

Amend Item B to read:

"This Deed commences on the Date of this Deed and, unless terminated earlier, will cease on 30 June 2015."

9. SCHEDULE 21.1 - REGIONALLY TAILORED PRIMARY HEALTH CARE INITIATIVES THROUGH MEDICARE LOCALS FUND

9.1 Item B - Budget

Amend Item B to delete the funding for the period from 1 July 2015 to 30 June 2016.

9.2 Item C – Program Period

Amend Item C so that the Program Period finishes on 30 June 2015.

Amend Item C so that the Completion Date for the Program will be 60 calendar days after the approval of the final Deliverable under this Agreement.

9.3 Item E - Funds

Amend Item E to:

- (a) delete the row labelled 2015-16 in the first table;
- (b) remove any other references to the 2015-16 financial year;
- (c) replace the payments for 2014-15 onwards with the amounts set out in Schedule 1 for the Program; and
- (d) reduce the maximum Funds to align with the revised funding specified in Schedule 1 for this Program.

10. SCHEDULE 33 – TASMANIAN HEALTH ASSISTANCE PACKAGE - ELEMENT A

10.1 Item A – PROGRAM, AIMS OF PROGRAM AND SUBCONTRACTORS

Amend Item A so that:

- (a) Stage 2 ends on 30 June 2015; and
- (b) the Final Evaluation Stage starts on 1 May 2015 and ends on 30 June 2015.

10.2 Item B - Budget

Amend Item B to delete the funding for the period from 1 July 2015 to 30 June 2016.

10.3 Item C – Program Period

Amend Item C so that the Program Period finishes on 30 June 2015.

10.4 Item D - Deliverables

Amend Item D to:

- (a) delete the following words from the heading of section 2.5:
"and 31 May 2015"
- (b) amend section 3.1 so that the Final Report is due on the date specified in Schedule 1 for the Program;
- (c) amend section 3.2 so that:
 - (i) the Project Evaluations are due on the date specified in Schedule 1 for this Program; and
 - (ii) the Participant must secure the services of the independent consultant by no later than 4 months prior to the date that the Projects Evaluations are due; and
- (d) replace the deliverables in the table for 2014-15 onwards with the deliverables set out in Schedule 1 for the Program.

10.5 Item E - Funds

Amend Item E to:

- (a) replace the Milestone/Deliverables for "2014-15: Stage 2" with the table in Schedule 1 for this Program;
- (b) delete payments for "2015-16: Stage 2 and "2015-16: Final Evaluation Stage"; and
- (c) reduce the maximum Funds to align with the revised funding specified in Schedule 1 for this Program.

11. SCHEDULE 34 – TASMANIAN HEALTH ASSISTANCE PACKAGE - ELEMENT B

11.1 Item A – PROGRAM, AIMS OF PROGRAM AND SUBCONTRACTORS

Amend Item A so that:

- (a) the Implementation Stage ends on 30 June 2015; and

- (b) the Final Evaluation Stage starts on 1 May 2015 and ends on 30 June 2015.

11.2 Item B - Budget

Amend Item B to delete the funding for the period from 1 July 2015 to 30 June 2016.

11.3 Item C – Program Period

Amend Item C so that the Program Period finishes on 30 June 2015.

11.4 Item D - Deliverables

Amend Item D:

- (a) to amend section 2 so that the Implementation Stage ends on 30 April 2015;
- (b) so that the Final Evaluation Stage starts on 1 May 2015 and ends on 30 June 2015;
- (c) to amend section 3.1 so that the Final Report is due on the date specified in Schedule 1 for the Program;
- (d) to amend section 3.2 so that:
 - (i) the Program Evaluations are due on the date specified in Schedule 1 for this Program; and
 - (ii) the Participant must secure the services of the independent consultant by no later than 4 months prior to the date that the Projects Evaluations are due;
- (e) to amend section 3.3 so that the Tasmanian Health Pathways Project Evaluation is due on the date specified in Schedule 1 for this Program; and
- (f) to replace the deliverables in the table for 2014-15 onwards with the deliverables set out in Schedule 1 for the Program.

11.5 Funds

Amend the section under the heading "Funds" to:

- (a) replace the Milestone/Deliverables for "2014-15: Financial Year" with the table in Schedule 1 for this Program;
- (b) delete payments for the "2015-16: Financial Year"; and
- (c) reduce the maximum Funds to align with the revised funding specified in Schedule 1 for this Program.

12. SCHEDULE 35 – TASMANIAN HEALTH ASSISTANCE PACKAGE - ELEMENT C

12.1 Item A – Program, Aims of Program and Subcontractors

Amend Item A so that:

- (a) the Implementation Stage ends on 30 June 2015; and
- (b) the Final Evaluation Stage starts on 1 May 2015 and ends on 30 June 2015.

12.2 Item B - Budget

Amend Item B to delete the funding for the period from 1 July 2015 to 30 June 2016.

12.3 Item C – Program Period

Amend Item C so that the Program Period finishes on 30 June 2015.

12.4 Item D - Deliverables

Amend Item D:

- (a) to amend section 2 so that the Implementation Stage ends on 30 April 2015;
- (b) to delete the following words from the heading of section 2.2:
"and 31 May 2015"
- (c) so that the Final Evaluation Stage starts on 1 May 2015 and ends on 30 June 2015;
- (d) to amend section 3.1 so that the Final Report is due on the date specified in Schedule 1 for the Program;
- (e) to amend section 3.2 so that:
 - (i) the Program Evaluations are due on the date specified in Schedule 1 for this Program; and
 - (ii) the Participant must secure the services of the independent consultant by no later than 4 months prior to the date that the Projects Evaluations are due; and
- (f) to replace the deliverables in the table for 2014-15 onwards with the deliverables set out in Schedule 1 for the Program.

12.5 Item E – Funds

Amend Item E to:

- (a) replace the Milestone/Deliverables for "2014-15: Implementation Stage" with the table in Schedule 1 for this Program;
- (b) delete payments for "2015-16: Implementation Stage and "2015-16: Evaluation Stage"; and
- (c) reduce the maximum Funds to align with the revised funding specified in Schedule 1 for this Program.

13. SCHEDULE 38 – PARTNERS IN RECOVERY

13.1 Item C – Program Period

Amend Item C so that the Program Period finishes on 30 June 2015.

13.2 Item D - Deliverables

- (a) Amend the table of deliverables to delete the column headed "2015-16".
- (b) Amend the column headed "2014-15" so that the due dates are as set out in Schedule 1 for this Program.

13.3 Item E - Funds

Amend Item E to:

- (a) delete the row labelled 2015-16 in the first table;
- (b) replace payments for 2014-15 onwards with the amounts set out in Schedule 1 for the Program; and
- (c) reduce the maximum Funds to align with the revised funding specified in Schedule 1 for this Program.

14. SCHEDULE 41 – BETTER HEALTH CARE CONNECTIONS: AGED CARE MULTIDISCIPLINARY CARE COORDINATION AND ADVISORY SERVICE

14.1 Item C – Program Period

Amend Item C so that the Program Period finishes on 30 June 2015.

14.2 Item E – Funds

Amend Item E to:

- (a) delete the rows labelled 2015-16 and 2016-17 in the first table;
- (b) reduce the maximum Funds to align with the revised funding specified in Schedule 1 for the Program;
- (c) delete Payments 6, and following; and
- (d) change Payment 5 to align with payments in Schedule 1 for this Program.

14.3 Annexure B – Budget

Amend Annexure B to delete the columns for 2015-16 and 2016-17.

15. SCHEDULE 43 – MEDICAL OUTREACH INDIGENOUS CHRONIC DISEASE PROGRAM

15.1 Item B – Budget

Reduce the maximum amount payable by the amount of funds scheduled for 2015-16.

15.2 Item C – Program Period

Amend Item C so that the Program Period finishes on 30 June 2015.

15.3 Item D – Deliverables

- (a) Delete the requirement to deliver an Activity Work Plan for 2015-16.
- (b) Delete all deliverables which relate to a Report Period on or after 1 July 2015, such that the remaining reports due are as set out in Schedule 1 for this Program.

15.4 Item E – Funds

Amend Item E to:

- (a) delete the row labelled 2015-16 in the first table;
- (b) replace payments for 2014-15 onwards with the amounts set out in Schedule 1 for the Program; and
- (c) reduce the maximum Funds to align with the revised funding specified in Schedule 1 for this Program.

SCHEDULE 3

ATTACHMENT A - TRANSITION ASSISTANCE

1. TRANSITION

1.1 Objectives

The objective of the Transition is service continuity. The Commonwealth, the Participant and New Providers need to work together to:

- (a) minimise any disruption or deterioration of primary health care services; and
- (b) ensure there are effective strategies in place for the continuity of care for patients, during the Transition to the new arrangements.

1.2 Key dates

The Transition Period will be a 6 month period which commences on 1 April 2015 or such later date as is notified by the Commonwealth. This is to allow for:

- (a) orderly transfer of activities from Medicare Locals to a New Provider; and
- (b) residual reporting or other governance services.

However:

- (a) Participants will be funded to, and must continue to provide, the Medicare Local Program and the Activities in full until 30 June 2015; and
- (b) any service transitions required will need to take effect from 1 July 2015.

Item	Date	Activity
1.	2 February 2015	The Participant must provide a draft Transition Plan to the Commonwealth. The Transition Plan is a single plan relating to all Activities undertaken by the Participant, including Schedules that would have expired on 30 June 2015. It will also include a description of the Activities currently provided by the Participant (see clause 8 of this Attachment A). The Commonwealth may provide the draft Transition Plan to the New Provider(s).
2.	February/ March 2015	Commonwealth to provide comments on the draft Transition Plan to the Participant.
3.	2 March 2015	The Participant must provide completed Asset Register, IP Register and Register of Third Party Services to the Commonwealth.
4.	16 March 2015	The Participant must provide a final Transition Plan to the Commonwealth. The Commonwealth will provide the final Transition Plan to the New Provider(s).
5.	1 April 2015 or such later date	The Commonwealth to notify the Participant of the identity

Item	Date	Activity
	as is notified by the Commonwealth	of the New Provider(s). Transition Period commences. The Participant is responsible for informing subcontractors, host organisations and other key stakeholders. Notifications to patients are addressed in item 8.
6.	1 month after the Transition Period commences	The Participant must provide: <ul style="list-style-type: none"> • draft completed Claims Determination Schedule; and • an estimate of the amount of the likely amount of Unspent and Uncommitted Funds under the Deed for Funding as at 30 June 2015.
7.	2 months after the Transition Period commences	The Commonwealth to provide the Participant with instructions in relation to Assets, IP and third party services. The Commonwealth to make an interim payment based on the draft Claims Determination Schedule. Where a lease, subcontract or other third party service is not being transferred to a New Provider, the Participant is responsible for terminating the third party service.
8.	1 June 2015	Notifications to be provided to patients in accordance with clause 6 of this Annexure A.
9.	1 July 2015	New Providers will become operational.
10.	31 July 2015	The Participant must provide a final Claims Determination Schedule.
11.	August/September 2015	Reconciliation of payments due under Final Claims Determination Schedule against payment made based on draft Claims Determination Schedule. Final payment to the Participant or recovery of excess amounts from the Participant.
12.	30 September 2015	Final Reports due for each Program Schedule.
13.	30 September 2015 or 6 months after the Transition Period commences (whichever is later)	Transition period complete.

1.3 Scenarios

The Transition Plan needs to accommodate the following scenarios to the extent that they may apply to the Participant:

No	Scenario	Notes
A	A Participant successfully applies to become a PHN	This may include several Medicare Locals working together in a successful bid to establish the PHN. The new PHN may be either one of the existing Medicare Locals or a new company.

No	Scenario	Notes
B	A Participant continues to operate but is not appointed as a PHN	The Participant may be a New Provider (but not a PHN) or could provide Activities to New Providers or third parties.
C	A Participant ceases operations entirely/ is wound up.	Where a Participant opts to be wound up it is responsible for notifying any other agency that it receives funding from.

2. ASSETS

2.1 Overview

The Commonwealth intends to work closely with all Participants to determine the best treatment for assets acquired under the Medicare Locals Programme. This includes considering whether it is appropriate to transfer assets to a New Provider.

2.2 Asset register

- (a) The Participant must provide the information in the format below (**Asset Register**) by the date specified in Item 3 of clause 1.2 of this Attachment A. The table:
- (i) must include
 - (A) items identified in Item I of the Program Schedule for a Program; and
 - (B) items of tangible property purchased, leased, created or otherwise brought into existence, either wholly or in part with the use of the Funds, with a value for \$5,500 or more, inclusive of GST; and
 - (ii) should include any other assets (regardless of value) that may be useful to a newly establishing New Provider.

Program (including Schedule number)	Asset	Year purchased	Original purchase price	Current book value	Detailed description of the asset, including its location	Proportion funded under the Deed for Funding

Notes:

The Participant should also include in the Asset Register, any fitout that has not been fully depreciated. However, the Commonwealth appreciates that fitout will not be able to be transferred if the underlying lease or building is not being transferred to the New Provider.

2.3 Commonwealth instructions in relation to Asset transfer and disposal

- (a) The Commonwealth will provide the Asset Register to the New Provider. Where the New Provider wishes to inspect the asset or obtain more information about it, the Participant must facilitate this.

- (b) The Commonwealth will advise the Participant by the date specified in Item 7 of clause 1.2 of this Attachment A what actions it wants the Participant to take in relation to the assets. If the Commonwealth fails to advise the Participant by the specified date, then it will be deemed to have given the following instructions.

Scenario	Use or Transfer by Participant	Disposal
Scenario A	The Participant is authorised to retain Assets for the purposes of its role as a PHN.	If neither the PHN nor the Participant wants to retain the asset, the Participant is responsible for selling or disposing of the asset.
Scenario B	If a PHN wants to use Assets, the Participant must transfer the asset to them in accordance with clause 2.4 below. (The PHN may arrange for the Asset to be made available to the Participant for the purposes of providing Activities.) If a PHN does not want the Asset, the Participant is authorised to retain the Asset for the purposes of providing Activities.	If the asset is an Asset and the sale generates net proceeds these must be accounted for in accordance with clause 19.4(d) of the Deed for Funding. If the costs of disposal exceed the proceeds AND the disposal has occurred as a result of the termination or early expiry of a Schedule, this may be claimed as a Reasonable Cost.
Scenario C	If a PHN wants to use Assets, the Participant must transfer the asset to them in accordance with clause 2.4 below.	

2.4 Transfer of assets

- (a) If the Commonwealth had directed that an asset be transferred to a PHN or another New Provider, the Participant is responsible for arranging for physical delivery of the Asset to the PHN or other New Provider at the end of the Program Period or such other date as is agreed by the parties.
- (b) The costs of physical delivery and any costs of transferring the asset to the PHN or other New Provider are a Transition Cost. The Participant may also seek compensation based on the proportion of the purchase price of the asset that was not funded from the Funds.
- (c) Title and risk to the asset will pass on the date of delivery.

3. INTELLECTUAL PROPERTY (IP)

3.1 Background

The Deed for Funding provides that any Intellectual Property rights and title to, or in relation to, the Deed Material will be owned by the Participant but that the Participant grants to the Commonwealth a broad perpetual licence, including the right to sublicense.

Deed Material is defined as all Material:

- (a) brought into existence for the purposes of the Deed for Funding, including performing any program;

- (b) incorporated in, supplied or required to be supplied along with the Material referred to in clause 3.1(a) of this Attachment A; or
- (c) copied or derived from the Material referred to in clauses 3.1(a) or (b) of this Attachment A; and

includes the Deed Material described in Item F of any Program Schedule and any Reports.

3.2 IP Register

The Participant must provide the information in the table below (**IP Register**) by the date specified in Item 3 of clause 1.2 for all Deed Material:

Program (including Schedule number)	Type of IP (copyright, patent, design etc)	Detailed description of the IP

3.3 Commonwealth instructions in relation to Intellectual Property

- (a) The Commonwealth will provide the IP Register to the New Provider. Where the New Provider wishes to obtain more information about a particular item, the Participant must facilitate this.
- (b) Where requested by the Commonwealth, the Participant must also provide the successful New Provider with copies of the Deed Material in accordance with clause 17.5 of the Deed for Funding.
- (c) Where a Participant is winding up (Scenario C) then it agrees to assign the physical and intellectual property in the Deed Material to either:
 - (i) the Commonwealth; or
 - (ii) another primary health organisation, subject to the existing licence to the Commonwealth and its licensees granted under clause 17 of the Deed for Funding,

in order to:

 - (iii) improve the patient journey locally; and
 - (iv) allow the Deed Material to continue to be utilised by the local community and the wider Australian community.
- (d) Where a Participant is continuing (Scenario A or B) then the Commonwealth will advise the Participant by the end of the Transition Period of any additional actions it would like the Participant to take in relation to the Deed Material. Where these actions involve:
 - (i) granting licences beyond those required by clause 17 of the Deed for Funding; or
 - (ii) assignment of IP rights,

the participant may seek compensation. Any compensation will be subject to the agreement of the Commonwealth and the Commonwealth may decide to change its directions in light of the compensation sought.

4. THIRD PARTY EQUIPMENT, SOFTWARE AND SERVICES

4.1 Background

The Participant may have been using third party products to provide the Activities. These may include:

- (a) third party software;
- (b) other third party intellectual property;
- (c) subcontractors;
- (d) leases; and
- (e) leased equipment.

4.2 Register of third party services

The Participant must provide the information in the table below (**Register of Third Party Services**) by the date specified in Item 3 of clause 1.2:

Program (including Schedule number)	Third party	Detail of services provided by third party

4.3 Commonwealth instructions in relation to third party services

- (a) The Commonwealth will provide the Register of Third Party Services to the successful New Provider. Where the New Provider wishes to obtain:
 - (i) a copy of the agreement; or
 - (ii) other information about a particular arrangement,
 the Participant must facilitate this.
- (b) The Commonwealth will advise the Participant by the date specified in Item 7 of clause 1.2 of this Attachment A what actions it wants the Participant to take in relation to the third party services.
- (c) Where a successful New Provider wishes to have a third party service transferred to it the Participant must:
 - (i) use all commercially reasonable efforts to obtain third party consents;
 - (ii) pay any assignment, transfer or other transaction fees or costs;
 - (iii) prepare and execute any licences or assignments or other documentation required; and

- (iv) do all other things necessary

to license or assign the Third Party Service to the successful New Provider on and from the end of the Program Period.

- (d) Any assignment, transfer or other transaction fees are Transition Costs. Any ongoing fees are the responsibility of the successful New Provider.
- (e) If a third party service is not to be transferred (or the Commonwealth fails to give notice) then the Participant is responsible for terminating the third party service. Where the termination is as a result of the termination or early expiry of a Schedule, this is a Reasonable Cost provided that the Participant must seek to minimise Reasonable Costs, including by giving notice as soon as possible after the date specified in Item 7 of clause 1.2 of this Attachment A.

5. PERSONNEL

5.1 Background

Staff are a significant asset and workforce retention (and recruitment where retention fails) is critical for continuity of service delivery.

5.2 Employees

- (a) The Participant must seek to minimise redundancy costs by:
 - (i) seeking to redeploy the Participant's employees; and
 - (ii) assisting the Participant's employees to obtain positions with New Providers.
- (b) Without limiting clause 5.2(a), the Participant must:
 - (i) provide access to the Participant's employees for interviews and recruitment;
 - (ii) not hinder New Providers in offering employment to the Participant's employees;
 - (iii) where an employee is employed by the New Provider and the New Provider recognises the employee's period of service with the Participant for the purposes of calculating leave entitlements and redundancy pay, facilitate the transfer of the employee's accumulated leave entitlements to the New Provider; and
 - (iv) waive any contractual or other legal rights restricting the ability of the Participant's employees to be recruited and employed by New Providers.

6. PATIENT RECORDS

- (a) In this clause:

Active Patient means a patient who has received a service within the past two years.

Inactive Patient means a patient who last received a service more than two years before.

- (b) The Participant must store or destroy all Inactive Patient records in accordance with applicable legislation.
- (c) The following scenarios may apply to Active Patient records:

Active Patient care	Active Patient records
Patient care continues to be provided by the Participant.	Patient records are retained by the Participant.
Patient care is transferred to a New Provider	Patient records are transferred to the New Provider.
Patient care is transferred to another clinician of the patient's choice (third party)	Patient records are stored or destroyed in accordance with applicable legislation. Where requested by the patient the records are transferred to the third party.

- (d) The Participant must notify all providers of clinical services, all referrers and all patients by the date specified in Item 8 of clause 1.2 of this Attachment A:
 - (i) that, while the Participant will continue to accept referrals until that time, the Participant will cease providing Activities as a Medicare Local after 30 June 2015;
 - (ii) which of the scenarios listed in clause 1.3 applies to the Participant;
 - (iii) how patients' records will be dealt with, including:
 - (A) where they will be stored; and
 - (B) who the patient should contact in order to obtain access to their records;
 - (iv) in the case of Active Patients:
 - (A) how the Active Patient's care and records will be dealt with;
 - (B) the options available to the Active Patient in relation to their care; and
 - (C) if applicable, a written consent to be signed and returned by the Active Patient to enable the Participant to transfer the patient's records to the New Provider.
- (e) Where the Participant has obtained the patient's consent for the records to be transferred, the Participant must transfer the records in accordance with the patient's wishes. The Participant must deal with all other patient records in accordance with applicable legislation.
- (f) The Participant must retain a Register of:
 - (i) all patients of the Participant;
 - (ii) the action taken in respect of patient's records, (retained, destroyed or transferred), including the date when the action was taken;
 - (iii) where the patient consented to the transfer of their records, a copy of that consent; and

- (iv) where the patient has not consented to the transfer of their records, the current location of the patient's record.

7. KNOWLEDGE TRANSFER AND TRAINING

- (a) On or before the end of the Program Period, the Participant must provide to the New Provider:
 - (i) any procedures manuals or operations manuals;
 - (ii) a listing of other data files held by the Participant; and
 - (iii) any other information, records and documents reasonably required for a New Provider to assume responsibility for continued performance of the Activities in an orderly manner so as to minimise disruption to patients.
- (b) Where directed by the Commonwealth, the Participant must also:
 - (i) provide training to the New Provider;
 - (ii) allow the New Provider to shadow Participant Personnel; and
 - (iii) explain its procedures and operations to New Provider Personnel,to enable a New Provider to provide the Activities on and from the end of the Program Period.
- (c) Any additional costs incurred by the Participant in complying with this clause 7 are Transition Costs.

8. OPERATIONAL TRANSITION

- (a) The Commonwealth will provide the final Transition Plan (and may also provide the draft Transition Plan) to the New Provider.
- (b) The Participant must perform all other activities required to effect a smooth transition of operational responsibilities for the Activities. This includes:
 - (i) continuing to accept referrals and otherwise provide the Activities until 30 June 2015;
 - (ii) complying with any directions by the Commonwealth to provide additional information related to the Activities to the Commonwealth or a New Provider; and
 - (iii) providing reasonable assistance to New Providers with the movement of data from the Participant's existing systems or databases to the New Provider's systems. For example, data may need to be exported in a non-proprietary format.

SCHEDULE 4

CLAIMS DETERMINATION SCHEDULE

Item	Program Schedule	Amount claimed (including any GST)	Information/ evidence to be provided	Examples of excluded costs
<p>1. Amounts payable to employees whose employment is terminated because of the termination or early expiry of the Affected Schedules.</p>			<p>Please provide:</p> <ul style="list-style-type: none"> • A copy of each employment contract • Details of accrued entitlements (annual leave, personal leave etc) for each employee <p>Please also address the following questions:</p> <ul style="list-style-type: none"> • Are the amounts legally required to be paid? • When was the employee engaged? • Was the employee engaged on a temporary, fixed term or ongoing arrangement? • What Activities did the employee undertake that related to the Affected Schedule? • If the Participant or a related body corporate is appointed as a New Provider (either directly or as a subcontractor) can the employee be engaged to provide those services? • What other steps has the Participant taken to minimise redundancy costs? 	<p>Legal fees for future claims for wrongful dismissal (or costs associated with failing to comply with Commonwealth or State legislation).</p> <p>Termination amounts that are not "reasonable".</p>
<p>2. Amounts payable to lessors in relation to leases which are being terminated because of the termination or early expiry of the Affected Schedules</p>			<p>Please provide:</p> <ul style="list-style-type: none"> • a copy of each lease; and • a copy of any authorisations by the Commonwealth. <p>Please also address the following questions:</p> <ul style="list-style-type: none"> • Are the amounts legally required to be paid? • When was the lease entered into? 	<p>Leases that extend beyond the term of the Affected Schedule (unless prior authorisation was provided by the Commonwealth)</p> <p>Leases entered into after 14 May 2014 (unless prior authorisation was provided by the Commonwealth).</p> <p>Leases that do not relate to Affected</p>

Item	Program Schedule	Amount claimed (including any GST)	Information/ evidence to be provided	Examples of excluded costs
			<ul style="list-style-type: none"> • What is the term of the lease? • If the Participant or a related body corporate is appointed as a New Provider (either directly or as a subcontractor) can the lease be used to provide those services? • Has the Participant investigated assignment or subletting? • What other steps has the Participant taken to minimise Reasonable Costs? 	Schedules.
3. Amounts payable to subcontractors in relation to subcontracts which are being terminated because of the termination or early expiry of the Affected Schedules			<p>Please provide a copy of each subcontract. Please also address the following questions.</p> <ul style="list-style-type: none"> • Are the amounts legally required to be paid? • When was the subcontract entered into? • What is the term of the subcontract? • Did the subcontract contain the right for the Participant to terminate on terms no less favourable than those accorded to the Commonwealth by clause 22 of the Deed for Funding (as required by clause 8.8 (d) of the Deed for Funding)? • If the Participant or a related body corporate is appointed as a New Provider (either directly or as a subcontractor) can the subcontract be used to provide those services? • What other steps has the Participant taken to minimise Reasonable Costs? 	<p>Subcontracts that extend beyond the term of the Affected Schedule (unless prior authorisation was provided by the Commonwealth)</p> <p>Subcontracts entered into after 14 May 2014 (unless prior authorisation was provided by the Commonwealth)</p> <p>Subcontracts that do not relate to Affected Schedules.</p>
4. Costs of storing corporate records after expiry of the Deed for Funding			<ul style="list-style-type: none"> • Please provide a quotation or other justification for the amount claimed. • Please show the cost per year. 	Costs that would have been incurred regardless of whether or not the Affected Schedules were terminated or expired early.

Item	Program Schedule	Amount claimed (including any GST)	Information/ evidence to be provided	Examples of excluded costs
5. Costs of storing medical records after expiry of the Deed for Funding			<ul style="list-style-type: none"> • Please provide a quotation or other justification for the amount claimed. • Please show the cost per year. • Please explain why these records are not being transferred to a New Provider. 	
6. Legal costs incurred in complying with the Deed of Termination and Release			<ul style="list-style-type: none"> • Please provide details of the amounts claimed. 	<p>Excessive legal costs</p> <p>Costs associated with the Expiring Schedules.</p> <p>Costs that would have been incurred regardless of whether or not the Affected Schedules were terminated or expired early.</p>
7. Wind down costs incurred because of the termination or early expiry of the Affected Schedules			Please provide details of the amount claimed and explain why it is a Reasonable Cost.	Costs associated with the wind up or finalisation of any Expiring Schedules.
8. Other Reasonable Costs			<p>Please provide details to demonstrate how the cost meets the following three requirements:</p> <ul style="list-style-type: none"> • It is reasonable; • It is unavoidably incurred by the Participant; and • It is directly attributable to the termination of the Affected Schedules. 	
9. Other Transition Costs – Affected Schedules			Please identify the cost and how it relates to the additional requirements set out in clauses 24.1, Attachment A and the Transition Plan.	The cost of providing services to 30 June 2015 as Medicare Locals have already been funded for this under the Deed for Funding.
TOTAL:				

EXECUTED as a deed

Each person who executes this Deed of Termination and Release on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

SIGNED, SEALED and **DELIVERED** as a Deed for and on behalf of the Commonwealth of Australia represented by the **Department of Health** ABN 83 605 426 759 by:

Name of signatory

Signature

Position of signatory

in the presence of:

Name of witness

Signature of witness

SIGNED, SEALED and **DELIVERED** as a Deed for and on behalf of «**LegalBusiness_Name**» pursuant to section 127(1) of the *Corporations Act 2001* by:

Name of director

Signature of director

Name of director/secretary

Signature of director/secretary