

CEO or Board member of the Participant). In seeking approval from the Commonwealth, the Participant will provide to the Commonwealth a business case for the proposed payment which will properly and fully describe to the Commonwealth in writing all activities that the Participant expects the Related Party to perform and justifies the need to pay the Related Party. Any consent must be given subject to conditions with which the Participant must comply.

- 29.5 The Participant must not acquire or lease any Asset from a Related Party without the prior written consent of the Commonwealth and any consent may be given subject to conditions with which the Participant must comply.
- 29.6 The Participant must inform the Commonwealth in writing when it creates or establishes a subsidiary or other commercial entity within ten (10) Business Days of such creation or establishment.
- 29.7 If the Participant fails to provide declarations or to notify the Commonwealth or obtain the Commonwealth's consent under this clause 29, or is unable or unwilling to resolve or deal with the Conflict as required, the Commonwealth may terminate this Agreement in accordance with clause 22.1(b), (c) or (e).
- 29.8 For the purposes of this clause 29 it is agreed that no Conflict will arise simply because a Board member or CEO or employee or agent of the Participant receives or may receive services or the Related Party may receive Funds from the Participant solely because he or she works within general practice.

30 COMPLIANCE WITH LAW AND POLICIES

- 30.1 The Participant must, in carrying out this Deed and any Program Agreement, comply with:
- a) the provisions of any relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority, including without limitation, those listed in Item K of the Program Schedule and the *Crimes Act 1914*, *Criminal Code Act 1995*, *Racial Discrimination Act 1975*, *Sex Discrimination Act 1984*, *Disability Discrimination Act 1992*, *Equal Opportunity for Women in the Workplace Act 1999*, *Age Discrimination Act 2004*, *Ombudsman Act 1976* and *Auditor-General Act 1997*; and
 - b) any policies notified to the Participant in writing, or listed in Schedule 1 (General Provisions) or Item K of the Program Schedule for any Program.
- 30.2 The Participant acknowledges that under section 137.1 of the Schedule to the *Criminal Code Act 1995*, giving false or misleading information to the Commonwealth is a Serious Offence.
- 30.3 Without limiting the effect of clause 20, the Participant must comply with, and require Personnel engaged in the performance of this Deed or any Program, to comply with the behaviours specified in the Code of Conduct in section 13 of the *Public Service Act 1999*.
- 30.4 Subject to clauses 27 and 28, no right or obligation in this Deed or any Program Agreement is to be read or understood as limiting the Participant's rights to enter into public debate or criticism of the Commonwealth, its agencies, officers, employees or agents.

31 DISPUTE RESOLUTION

31.1 Subject to clause 31.3, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Deed or any Program Agreement which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.

31.2 The Parties agree that any dispute arising under this Deed or any Program Agreement will be dealt with as follows:

- a) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
- b) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have authority to intervene, and direct some form of resolution;
- c) the Parties have ten (10) Business Days from the date of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and
- d) if:
 - i) there is no resolution of the dispute;
 - ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within fifteen (15) Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the fifteen (15) Business Days,

then, either Party may commence legal proceedings.

31.3 This clause 31 does not apply to the following circumstances where:

- a) either Party commences legal proceedings for urgent interlocutory relief;
- b) action is taken by the Commonwealth under, or purportedly under, clauses 4, 12, 22 or 23; or
- c) an authority of the Commonwealth, State or Territory is investigating a breach or suspected breach of the Law by the Participant.

31.4 Despite the existence of a dispute, both Parties must (unless requested in writing by the other Party not to do so) continue to perform their respective obligations under this Deed and any Program Agreement.

32 PARTICIPANT REPRESENTATIONS AND WARRANTIES

32.1 The Participant represents, warrants and undertakes to the Commonwealth that:

- a) it is a body corporate duly incorporated as a company limited by guarantee under the *Corporations Act 2001*, and has the capacity to sue or be sued in its own name and to own its property and conduct its business as it is being conducted;
- b) it will promptly notify and fully disclose to the Commonwealth any event or occurrence actual or threatened arising during the Term of this Deed which could have an adverse effect on the Participant's ability to perform any of its obligations under this Deed or any Program Agreement;
- c) it has full power and authority to enter into, perform and observe its obligations under this Deed and any Program Agreement;
- d) the execution, delivery and performance of this Deed and any Program Agreement has been duly and validly authorised by the Participant;
- e) it will promptly notify and fully disclose to the Commonwealth in writing if:
 - i) it becomes insolvent or is wound up;
 - ii) it makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver, manager or administrator appointed on behalf of creditors;
 - iii) it goes into liquidation or passes a resolution to go into liquidation, or becomes subject to any petition or proceedings in a court for its compulsory winding up or becomes subject to the supervision of a court or regulatory authority, either voluntarily or otherwise; or
 - iv) it suffers any execution against its Assets;
- f) this Deed and any Program Agreement constitute valid and legally binding obligations on it and are enforceable against it by the Commonwealth in accordance with their terms;
- g) each authorisation from, and filing and registration with, a Government Agency necessary to enable it to unconditionally execute and deliver and comply with its obligations under this Deed and any Program Agreement and carry on its principal business or activity has been obtained, effected and complied with;
- h) the unconditional execution and delivery of, and compliance with its obligations by it under this Deed and any Program Agreement do not:
 - i) contravene any Law to which it or any of its property is subject or any order or directive from a Government Agency binding on it or any of its property;
 - ii) contravene its constituent documents;

- iii) contravene any agreement or instrument to which it is a party;
 - iv) contravene any obligation of it to any other person; or
 - v) require it to make any payment or delivery in respect of any financial indebtedness before the scheduled date for that payment or delivery;
- i) no litigation, arbitration, mediation, conciliation or proceedings including any investigations are taking place, pending, or to the knowledge of any of its officers after due inquiry, are threatened which, if adversely decided, could have an adverse effect on its ability to perform its obligations under this Deed or any Program Agreement;
 - j) unless otherwise disclosed in this Deed or any Program Agreement, it is not entering into this Deed or the Program Agreement as trustee of any trust or settlement;
 - k) it has not made any false declaration in respect of any current or past dealings with the Commonwealth or any Government Agency, including in any tender or application process or in any agreement;
 - l) it has had no significant deficiency in the performance of any substantive requirement or obligation under any prior agreement with the Commonwealth or any Government Agency which would adversely affect its ability to perform this Deed or any Program Agreement;
 - m) it has, and will continue to have and to use, the skills, qualifications and experience, including Personnel, to perform any Program in an efficient and controlled manner with a high degree of quality and responsiveness and to a standard that complies with the Program Agreement;
 - n) it has, and will continue to have skilled, qualified and experienced Personnel who are capable of performing under this Deed and any Program in accordance with the Program Agreement;
 - o) it has, and will continue to have the necessary resources to perform under this Deed and any Program Agreement and will use those resources to perform this Deed and the Program subject to any termination or suspension; and
 - p) it is, or by 30 March 2012 it will be, a body corporate,
 - i) with a Board of directors numbering no less than seven and not more than nine directors at any one time, which should have expertise in areas including knowledge of local healthcare providers and the local community, business management, accounting and legal issues, and a majority of the directors are not practising in any one profession;
 - ii) which will consult with, and account for the views of, such advisory groups as may need to be established by the Participant from time to time to ensure the proper governance of the Participant and to assist in

achieving any Aims of a Program, and including community and clinical advisory groups which will be established for the Term of this Deed; and

- iii) in all cases, with a membership that may be liable to fees, set at a nominal level by the Board and so as not to discriminate between classes of members and so as not to apply to prevent the membership of any particular person; and, with a membership that is not liable to contribute an amount on a winding-up of the Participant in excess of \$50.00.

32.2A In the period between the Date of this Deed and no later than 30 June 2012, the Participant also undertakes to the Commonwealth that it will work cooperatively with the ~~XX~~ Division of General Practice ~~[and repeat if more than one Division]~~ including in relation to the establishment of the ~~XX~~ Medicare Local.

32.2 The interpretation of any statement contained in any representation or warranty will not be restricted by reference to or inference from any other statement contained in any other representation or warranty.

32.3 The Participant acknowledges that the Commonwealth in entering into this Deed and any Program Agreement is relying on:

- a) the warranties and representations contained in this Deed and any Program Agreement; and
- b) the information or representations provided by the Participant in its application for funding under this Deed and for a Program.

32.4 The Participant represents and warrants that its constitution or rules are not inconsistent with this Deed and are consistent with the requirements of clauses 32.1(a) and (p).

32.5 Each representation and warranty survives the execution of this Deed and any Program Schedule for a Program.

33 NOTICES

33.1 Where the Participant gives a formal notice under this Deed or any Program Agreement, it must do so in writing, including by facsimile, that is:

- a) directed to the Commonwealth's address specified in Item I of Schedule 1 (General Provisions) marked for the attention of the Commonwealth's Deed Manager, with copies sent to the Commonwealth Liaison Officer for each relevant Program at the address specified under Item G in the relevant Program Schedule; and
- b) hand delivered or sent by pre-paid post or facsimile to those addresses.

33.2 Where the Commonwealth gives a formal notice under this Deed or a Program Agreement it must do so in writing, including by facsimile, that is:

- a) directed to the Participant's address specified in Item I of Schedule 1 (General Provisions) marked for the attention of the Participant's Deed Manager; and

b) hand delivered or sent by pre-paid post or facsimile to that address.

33.3 A notice given in accordance with clause 33.1 or 33.2 is received:

a) if hand delivered, on delivery;

b) if sent by prepaid post on the third Business Day after the date of posting;
and

c) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

34 TRANSITION AND RECONCILIATION

34.1 This clause 34 applies to a member of the Divisions Network that evolved to become or is otherwise connected with the Participant and the Commonwealth that previously operated under the Divisions of General Practice Multi-Program Funding Agreement stated to expire on 30 June 2012 (in this clause 34 referred to as the 'MPFA').

34.2 The Commonwealth will determine, after consultation with the Participant, the amount of Funds provided under the MPFA which remain Unspent and Uncommitted under the MPFA as at the time this Deed comes into effect.

34.3 It is agreed that the Commonwealth may, at its absolute discretion, decide that the Unspent and Uncommitted Funds described in clause 34.2 need not be repaid to the Commonwealth under the terms of the MPFA, but will be:

a) offset against the amounts payable to the Participant under this Deed for a specified Program or Programs, or

b) carried over for use in a specified Program or Programs.

34.4 Any Funds that the Commonwealth decides to offset or carryover under clause 34.3 will only be offset against or carried over to a Program under this Deed which is the same as, or identical to, the Program under the MPFA for which those Funds were originally granted.

The amounts offset or carried over under clause 34.3 will be regarded as Funding provided under this Deed for the Program in relation to which they were offset or carried over.

THIS DOCUMENT IS EXECUTED AS A DEED:

Signed, sealed and delivered as a Deed)
for and on behalf of the)
COMMONWEALTH OF AUSTRALIA)
acting through the)
Department of Health and Ageing)
ABN 83 605 426 759)

Jennie Roe)
Name of signatory)

Signature

Assistant Secretary)
Medicare Locals Implementation and)
Transition Branch)
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)
[Insert Participant's name])
ABN [insert number])
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

SCHEDULE 1 - GENERAL PROVISIONS

ITEM A STRATEGIC OBJECTIVES

Objective 1: Improving the patient journey through developing integrated and coordinated services

To achieve this objective Medicare Locals are expected to:

- i. work to make the health system function seamlessly for patients, through links with Local Hospital Networks, so that primary health care is a part of an integrated health system;
- ii. establish processes to engage effectively with patients, Clinicians, Local Hospital Networks, local Lead Clinician Groups, once established, and other stakeholders to identify and remedy service gaps and breakdowns in service integration and coordination;
- iii. work with patients and the local clinical community to develop, monitor and maintain high patient care standards and integrated and coordinated clinical pathways to improve access to services, including after-hours services and telehealth services, provided in the most appropriate setting, and connectedness between services in the local area; and
- iv. improve patient awareness of the availability of services by maintaining and ensuring access to relevant and current service directories.

Objective 2: Provide support to Clinicians and service providers to improve patient care

To achieve this objective, Medicare Locals are expected to:

- i. proactively engage with practitioners across the spectrum of primary health care provision;
- ii. provide practice support to improve the uptake of best practice in primary health care;
- iii. integrate varied provider types and models of care to reflect optimal care coordination; and
- iv. assist primary health care providers to meet safety and quality standards of service delivery, including monitoring and providing feedback to providers on their performance.

Objective 3: Identification of the health needs of local areas and development of locally focused and responsive services

To achieve this objective, Medicare Locals are expected to have the appropriate expertise in data collection and analysis, strategies and referral pathways to:

- i. maintain a population health database including community health and wellbeing measures, provide input to population health profiles, and undertake population health needs assessment and planning;

- ii. actively participate in the performance and accountability framework of the Government's health reforms;
- iii. undertake detailed analyses of primary health care service gaps and identify evidence-based strategies to improve health outcomes and the quality of service delivery in local area populations, including for disadvantaged or under-served population groups;
- iv. conduct joint service planning with Local Hospital Networks and other appropriate organisations; and
- v. facilitate a reduction in inappropriate or inefficient service utilisation and avoidable hospitalisations.

Objective 4: Facilitation of the implementation and successful performance of primary health care initiatives and Programs

To achieve this objective, Medicare Locals are expected to:

- i. improve the focus on prevention and early intervention in primary health care;
- ii. improve service delivery, clinical efficiency and efficacy, and drive appropriate service utilisation;
- iii. coordinate the delivery of local area primary health care reform initiatives; and
- iv. ensure the seamless transition of Programs and services from existing Divisions of General Practice operating within the local area, including transfer of funding, staffing and corporate knowledge.

Objective 5: Be efficient and accountable with strong governance and effective management

To achieve this objective, Medicare Locals are expected to have:

- i. appropriate company, Board and senior management structures and processes – to manage risk, ensure compliance with all legal and fiduciary responsibilities, ensure financial viability and accountability, and to attract and retain essential skills across the extent of corporate and primary health care expertise;
- ii. capacity to drive more efficient utilisation of health and administrative resources – including through contract management, resource allocation and acquittal, budget management, and contributing to efficiency and equity across health sectors in the local area;
- iii. sufficient capacity and expertise to effectively and efficiently manage flexible funding to target services to their local community's specific needs;
- iv. mechanisms to appropriately integrate information relating to clinical priorities and governance – including links with Local Hospital Networks and local Lead Clinician Groups once established;
- v. appropriate data collection, performance monitoring and Reporting processes – including a commitment to participating within a nationally consistent performance

framework and monitoring of definitive outcomes related to Medicare Locals' core business requirements;

- vi. decision making processes that are responsive to local health care needs and accountable across the spectrum of the local community and primary health care providers; and
- vii. capacity to remain flexible and responsive to evolving circumstances.

ITEM B TERM OF THIS DEED (clause 2.1)

This Deed commences on the Date of this Deed and, unless terminated earlier, will cease on 30 June 2014.

ITEM C REGION (clauses 4 and 6)

The Region for the Participant under this Deed and any Program Agreement is the [insert description of the catchment]

ITEM D GENERAL PAYMENT PROVISIONS (clause 4.1)

The Department agrees to pay the Participant the amount of Funds specified in the Program Schedule and in accordance with the timetable set out below, unless otherwise specified in the Program Schedule.

Timeframes for payments are as follows:

Draft Without Prejudice

Financial Year	Indicative Payment Date	Milestone/Deliverable
2011-12	Within fourteen (14) days of execution	Execution of this Agreement
	Within thirty (30) days of approval of the Deliverable	2011-12 Annual Plan and Annual Budget due within six weeks of execution of this Agreement
	Within thirty (30) days of approval of the Deliverable	Strategic Plan due 30 March 2012
	Within thirty (30) days of receipt of the Deliverable	2012-13 Annual Plan and Annual Budget due 18 May 2012
2012-13	Within thirty (30) days of approval of the Deliverable	2012-13 Annual Plan and Annual Budget due 18 May 2012
	Within thirty (30) days of approval of the Deliverable	2011-12 Twelve Month Report due 30 September 2012
	Within thirty (30) days of approval of the Deliverable	2012-13 Six Month Report due 28 February 2013
	Within thirty (30) days of receipt of the Deliverable	2013-14 Annual Plan and Annual Budget due 17 May 2013
2013-14	Within thirty (30) days of approval of the Deliverable	2013-14 Annual Plan and Annual Budget due 17 May 2013
	Within thirty (30) days of approval of the Deliverable	2012-13 Twelve Month Report due 30 September 2013
	Within thirty (30) days of approval of the Deliverable	2013-14 Six Month Report due 28 February 2014
	Within thirty (30) days of approval of the Deliverable	2013-14 Twelve Month Report due 30 September 2014

Each payment of Funds will be subject to the Department's approval of all Reports, Annual Plans, Annual Budgets and any other Deliverables as required by the Commonwealth under the Program Agreement.

ITEM E GENERAL INVOICE PROVISIONS (clauses 4 and 5)

The Participant must submit separate invoices for payment of the Funds for the relevant Program. The due date for payment is within thirty (30) Business Days after approval of the appropriate Deliverable and receipt of a correctly rendered tax invoice by the Commonwealth.

A correctly rendered tax invoice should be addressed to the Commonwealth Liaison Officer in the relevant Program Schedule and will contain:

- the words 'tax invoice';
- the name of the Program as identified in the title of the Program Schedule;
- the Participant's name and ABN that matches the details as listed at the front of this Deed;
- the date of issue of the tax invoice;
- the amount due, including the GST breakdown, as identified in the Program Schedule, or such lesser amount determined as properly required by the Participant, or, if the amount to be paid is to be reduced by the Commonwealth pursuant to the terms of the Program Agreement the amount advised in writing by the Commonwealth pursuant to clause 6.5; and
- any other details as outlined in the relevant Program Schedule.

ITEM F DELIVERABLES (clauses 6, 9 and 11)

Annual Plan

The Participant must prepare an Annual Plan for each financial year of operation of this Deed. At a minimum, the Annual Plan must include:

- a succinct description of the characteristics of the Participant, including the Participant's governance arrangements and key stakeholder relationships;
- a copy of certificates of currency for all required Insurances (clause 26);
- a copy of the register of Assets as described in clause 19.2(f); and
- a copy of the Certificate of Accreditation as specified in clause 7.

In addition, for each Program unless otherwise specified in the Program Schedule, the Annual Plan must include:

- the Participant's strategic direction;
- key activities to be undertaken by the Participant against the Aims and Objectives outlined under Item A in each Program Schedule;

- a Risk Management Plan, which identifies the key risks in achieving the aims and objectives identified in the Annual Plan, rates those risks according to their relative likelihood and consequences, and outlines the Participant's risk controls and mitigation strategies to address these risks;
- the targets the Participant will use to measure its success against Performance Indicators included under Item A in each Program Schedule (where relevant);
- where relevant, arrangements to ensure the seamless transition of the Program from existing Divisions Network members operating within the Region, including transfer of funding, staffing and corporate knowledge and any issues expected in relation to that transition; and
- any other Program information or Program Material as specified in the Program Schedules.

Annual Budget

The Participant must prepare an Annual Budget for each financial year of operation of this Deed to support the activities proposed in its corresponding Annual Plan.

The Participant must ensure that the Annual Budget is itemised for each Program and provides a breakdown of costs associated with that Program by line item.

Timeframes

Unless otherwise specified in the Program Schedule, the Annual Plan and Annual Budget will be submitted in a format specified by the Department on or before the following dates:

Financial Year	Date for Submission of Annual Plan and Annual Budget
2011-12	Within six weeks of execution of this Agreement
2012-13	18 May 2012
2013-14	17 May 2013

The Participant agrees that when the Annual Plan and Annual Budget are approved in writing by the Commonwealth's Liaison Officer, they will be:

- deemed to form part of the Program Agreement and will replace any previous Annual Plan or Annual Budget; and
- as soon as practicable made available on the Participant's website (with the exception of the Risk Management Plan and any sensitive content agreed by the Commonwealth).

Revision of Annual Plan and Annual Budgets

The Participant must not undertake any significant activities using the Funds if they are not included in the Annual Plan and Annual Budget.

As per clause 9.3, the Participant will prepare and submit to the Commonwealth for approval any significant alterations to its Annual Plan and Annual Budget.

Strategic Plan

The Participant must submit a Strategic Plan that outlines the Participant's long term goals for its organisation over the Term of this Deed. The Strategic Plan should align with the overarching Medicare Local objectives (specified in Item A above). The Participant must include strategies for achieving its goals. The Strategic Plan is due on or before the 30 March 2012.

Reports (clause 11)

Reporting requirements

Unless otherwise specified in a Program Schedule, the Participant must submit a Six Month Report and a Twelve Month Report for each financial year of the Term of this Deed, in a format specified by the Department, to be submitted on or before the following dates:

Financial Year	Six Month Report	Twelve Month Report
2011-12	Not required	30 September 2012
2012-13	28 February 2013	30 September 2013
2013-14	28 February 2014	30 September 2014

The Participant agrees that when the Six and Twelve Month Reports are approved by the Commonwealth that the public components of the Reports (as identified in the template provided by the Commonwealth or otherwise notified in writing by the Commonwealth) will, as soon as practicable, be made available on the Participant's website (with the exception of the Risk Management Plan and any sensitive content agreed by the Commonwealth).

The Six Month and Twelve Month Reports must contain, at a minimum, the information specified below:

Six Month Reports (clauses 11.6 and 11.7)

- Executive Summary; and
- Income Statements (unaudited) for each Program which show expenditure against the Annual Budget.

In addition, for each Program unless otherwise specified in a Program Schedule, the Six Month Reports must include:

- an outline of progress against the Annual Plan, providing at a minimum an assessment of the Participant's progress against its planned key activities;
- the identification of any challenges the Participant is confronting in making progress against the Annual Plan;

- a progress report against the Risk Management Plan, to be submitted in a format specified by the Department;
- an outline of progress against the Strategic Plan;
- results of the Participant's performance against the Performance Indicators for each Program (where relevant) and as appropriate, an explanation of why any targets have not been achieved;
- issues encountered during transition of a Program from existing Divisions Network members operating within the Region and how these issues have or are being resolved; and
- any other Program Information or Program Material as specified in the Program Schedule.

Twelve Month Reports (clauses 11.8 and 11.9)

- Executive Summary;
- a copy of the register of Assets (clause 19);
- Income Statements for each Program which show expenditure against the Annual Budget. The Income Statements must:
 - be prepared in accordance with applicable Australian Accounting Standards and Australian Auditing Standards and based on proper accounts and records;
 - report income and expenditure in accordance with the Annual Budget;
 - be audited, in accordance with Australian Auditing Standards, by a Qualified Auditor independent of the Participant. An independent audit Report must be provided by the Qualified Auditor for each Income Statement. The Qualified Auditor must also provide a statement that testing was undertaken to obtain a reasonable level of assurance that Funds had been expended in accordance with the requirements of this Deed and the Program Agreement;
- Certification from a Board Member that the Participant has complied with its obligations in respect of the Funds for each Program, and managed the Funds and kept accounts and records in respect of the Funds in accordance with Australian Accounting Standards and Australian Auditing Standards;
- General Purpose Financial Report that has been prepared and audited in strict accordance with Australian Accounting Standards and Australian Auditing Standards. This Financial Report must be audited by a Qualified Auditor independent of the Participant, and must include:
 - a copy of the Auditor's Management Letter. An 'Auditor's Management Letter' means a written communication to the Participant's management that sets out significant matters relating to an audit or identified as a result of an audit, as required by Australian Auditing Standards. If the Auditor deems that a Management Letter is not necessary, the Participant must provide a letter from the Auditor to this effect; and

- o a declaration of the Auditor's independence.

In addition, for each Program unless otherwise specified in a Program Schedule, the Twelve Month Reports must include:

- an outline of progress against the Annual Plan, providing at a minimum an assessment of the Participant's outcomes against its key activities;
- an outline of any aspects of the Annual Plan which have not been achieved, and an explanation of why they have not been achieved;
- a progress report against the Risk Management Plan, to be submitted in a format specified by the Department;
- an outline of progress against the Strategic Plan;
- a record of all Other Contributions of any value. In addition, for any Other Contribution with a value greater than \$10,000 (GST Inclusive) or more, the Participant must also record the amount, source and any conditions on use (clause 4.16);
- results of the Participant's performance against Performance Indicators for each Program (where relevant), and as appropriate, an explanation of why any targets have not been achieved;
- issues encountered during transition of the Program from existing Divisions Network members operating within the Region and how these issues have been or are being resolved; and
- any other Program Information or Program Material as specified in the Program Schedules.

Future Reporting requirements

Medicare Locals will be subject, and contribute, to the broader performance monitoring and reporting requirements of National Health Reform. This will provide Australians with information about the performance of their health and hospital services in a way that is both nationally consistent and locally relevant.

The new reporting requirements will be centralised and standardised, focussing on achievement against new performance standards, as advised by the Commonwealth. Healthy Communities Reports, to be published by the National Health Performance Authority (NHPA), will include performance assessments for each Medicare Local against new service and reporting standards, to drive performance, which will focus on access to services, quality of service delivery, financial responsibility, patient outcomes and/or patient experience. These new performance standards will, over time, be linked to performance management arrangements for Medicare Locals and will be outcomes focussed.

Healthy Community Reports will be developed and agreed by the Council of Australian Governments (COAG) and arrangements associated with the performance framework will be detailed once the NHPA commences operation. The Participant will be expected to adapt to and comply with this new reporting framework as it is finalised, upon written notification to the Participant from the Commonwealth.

**ITEM G REQUEST FOR AMENDMENTS TO DUE DATES FOR DELIVERABLES
(clause 6)**

For all requests to amend the due dates for Deliverables as specified in this Schedule or the relevant Program Schedule, the Commonwealth contact officer is the person holding or occupying the position of Director, Medicare Locals Implementation Section, Medicare Locals Implementation and Transition Branch, currently:

Name: Michelle Clewett
Postal Address: Department of Health and Ageing
GPO Box 9848
CANBERRA ACT 2601
MDP: 1051
Facsimile: (02) 6289 4021

and available on the following telephone number and email address:

Phone number: (02) 6289 9250
Email address: medicarelocal@health.gov.au

ITEM H CARRYOVER REQUESTS (clause 23)

The Department will provide the Participant with a carryover application form in May of each year of this Deed. Where an application for carryover is required, the Participant must complete and submit the carryover application with the Annual Plan and Annual Budget.

In completing the application, the Participant must include as a minimum, the following information:

- the amount of Funds that remain Unspent and Uncommitted;
- the amount of Funds requested for carryover;
- the reason for the Unspent and Uncommitted Funds; and
- the proposed activities for the use of the Funds.

ITEM I DEED MANAGERS (clauses 1.1 and 33)

For specified notices under this Deed where the Terms and Conditions require, the Deed Managers are as follows:

The Commonwealth

The person holding or occupying the position of Assistant Secretary, Medicare Locals Implementation and Transition Branch, currently:

Name: Jennie Roe
Postal Address: Department of Health and Ageing
GPO Box 9848
CANBERRA ACT 2601
MDP: 1051
Facsimile: (02) 6289 4021

and available on the following telephone number and email address:

Phone number: (02) 6289 7979
Email address: medicarelocal@health.gov.au

The Participant

The person holding or occupying the position of Chair of the Board, currently:

Name: [insert Name]
Position: Chair
Organisation: [insert Organisation Name]
Postal Address: [insert Address]
Facsimile: [insert Facsimile Number]

and available on the following contact number and email address:

Phone number: [insert phone number]
Email address: [insert email address]

ITEM J GENERAL INSURANCE (clause 26)

The Participant agrees to take out and maintain, at a minimum, the following insurances:

- workers' compensation insurance for an amount required in accordance with relevant State or Territory legislation;
- public liability insurance in an amount of not less than twenty million dollars (\$20 million) per claim, including vicarious liability where the Participant is employing medical practitioners who are carrying out medical procedures or providing medical advice;
- professional indemnity insurance in an amount of not less than ten million dollars (\$10 million) per claim. The Participant must also ensure that each General Practitioner who provides services as part of any Program under this Agreement has a minimum of ten million dollars (\$10 million) per claim professional indemnity insurance cover (which includes medical indemnity insurance); and
- any other insurance as specified in Item J of the Program Schedule.

SCHEDULE 2 - PRO FORMA PROGRAM SCHEDULE

A. PROGRAM, AIMS OF PROGRAM and SUBCONTRACTORS (clauses 1.1, 6, 8 and 9.1)

Program Title

Program Aim

[Insert description of the Aims of the Program i.e. the outcomes and objectives]

Program Description

[The Program description and requirements should be specified clearly and comprehensively (including the Department's requirements for how, when and where Program services should be performed). Suggested subheadings that may be used include Performance Indicators, Performance Requirement, and Additional Requirements.]

Subcontracting Arrangements

The Participant may use the following subcontractors for the performance of the Program activities specified below:

Subcontractor	ABN	Program Activity

B. BUDGET (clauses 1.1 and 6)

[If the Budget for the Program is known and approved before execution of this Program Schedule, that Budget should be inserted here.]

[If the Budget for the Program will be approved and attached to the Program Schedule on or after execution of the Program Schedule, insert the following words:]

"Funds for this Program must be used, and the Program must be performed, in accordance with the Annual Budget for the Program attached to this Program Schedule."

C. PROGRAM PERIOD (clauses 1.1, 2 and 6)

The Program Period for this Program will start on the execution of this Program Schedule and unless terminated earlier, will finish on *[insert date]*.

The Completion Date for this Program will be 60 calendar days after the approval of the final Deliverable under the Program Agreement for this Program.

D. DELIVERABLES (clauses 1.1, 9 and 11)

Annual Plan

The Annual Plan must contain as a minimum the requirements specified in Item F of Schedule 1 (General Provisions).

[List any additional information to be provided with the Annual Plan (if any)]

Annual Budget

The Annual Budget must contain as a minimum the requirements specified in Item F of Schedule 1 (General Provisions).

[List any additional information to be provided with the Annual Budget (if any)]

Six Month Report

The Six Month Report must contain as a minimum the requirements specified in Item F of Schedule 1 (General Provisions).

[List any additional information to be provided with the Six Month Report (if any)]

Twelve Month Report

The Twelve Month Report must contain as a minimum the requirements specified in Item F of Schedule 1 (General Provisions).

[List any additional information to be provided with Twelve Month Report (if any). If relevant, list the requirement to provide all Program Material with the final Twelve Month Report if required (pursuant to clause 17.10)]

E. FUNDS (clauses 1.1, 4, 5/6, 10 and 23)

The maximum Funds to be paid by the Commonwealth to the Participant in 2011-12 in relation to this Program is ~~≤ \$~~ (GST Inclusive), subject to the receipt and approval of the required Deliverables and a correctly rendered tax invoice, is as follows:

Financial Year	GST Excl Amount	GST Amount	GST Incl Amount
20XX XX	\$	\$	\$
Total	\$	\$	\$

Funds provided are to be acquitted by the Participant in accordance with the approved Annual Budget as required in Item F of Schedule 1 (General Provisions) of the Deed.

Funds provided in 2011-12 under this Program will be payable in the following instalments and subject to receipt and approval of the required Deliverable:

Financial Year	Indicative Payment Date	Milestone/Deliverable	Total Amount Payable (GST Excl)	GST Amount	Total Amount Payable (GST Incl)
2011-12	Within thirty (30) days of approval of the Deliverable	2011-12 Annual Plan and Annual Budget due six weeks after execution of this Agreement	\$	\$	\$
	Within thirty (30) days of approval of the Deliverable	Strategic Plan due 30 March 2012	\$	\$	\$
	Within thirty (30) days of receipt of the Deliverable	2012-13 Annual Plan and Annual Budget due 18 May 2012	\$	\$	\$
2012-13	Within thirty (30) days of approval of the Deliverable	2012-13 Annual Plan and Annual Budget due 18 May 2012	\$	\$	\$
	Within thirty (30) days of approval of the Deliverable	2011-12 Twelve Month Report due 30 September 2012	\$	\$	\$
	Within thirty (30) days of approval of the Deliverable	2012-13 Six Month Report due 28 February 2013	\$	\$	\$
	Within thirty (30) days of receipt of the Deliverable	2013-14 Annual Plan and Annual Budget due 17 May 2013	\$	\$	\$
2013-14	Within thirty (30) days of approval of the Deliverable	2013-14 Annual Plan and Annual Budget due 17 May 2013	\$	\$	\$
	Within thirty (30) days of approval of the Deliverable	2012-13 Twelve Month Report due 30 September 2013	\$	\$	\$
	Within thirty (30) days of approval of the Deliverable	2013-14 Six Month Report due 28	\$	\$	\$

	Deliverable	February 2014			
2014-15	Within thirty (30) days of approval of the Deliverable	2013-14 Twelve Month Report due 30 September 2014	Nil	Nil	Nil
Total			\$	\$	\$

The amount of Unspent and Uncommitted Funds (clause 23.2 and 23.4) not approved for carryover may be deducted from Funds payable under this Program schedule.

F. PROGRAM MATERIAL and INCORPORATED MATERIAL (clauses 1.1, and 17)

Program Material:

Number of copies of publications to be provided to the Commonwealth: [please specify]

Incorporated Material:

G. LIAISON OFFICERS (clauses 1.1, 13 and 33)

Commonwealth's Liaison Officer

The Liaison Officer for the Commonwealth in respect of this Program is the person holding, occupying or performing the duties of [insert position], [insert section], [insert branch] of the Department. This position is currently occupied by:

Name: [insert Name]
 Postal Address: Department of Health and Ageing
 GPO Box 9848
 CANBERRA ACT 2601
 MDP: [insert MDP]
 Facsimile: (02) 6289 [insert extension]

and available on the following contact number and email address:

Phone number: [insert phone number]
 Email address: [insert email address]

Participant's Liaison Officer

The Liaison Officer for the Participant in respect of this Program is:

Name: [insert Name]
 Position: [insert Position]
 Organisation: [insert Organisation Name]
 Postal Address: [insert Address]
 Facsimile: [insert Facsimile Number]

and available on the following contact number and email address:

Phone number: [insert phone number]

Email address: [insert email address]

H. ACKNOWLEDGEMENT (clause 18)

The Participant must acknowledge the Commonwealth's contribution to the Program in the form approved in writing by the Commonwealth.

I. ASSETS (clauses 1.1 and 19)

[List any items to be acquired by the Participant with the Funds that are valued at less than \$5,600 (GST Inclusive) that you want to be covered by clause 19 as Assets.]

J. INSURANCE (clauses 19.2(d) and 26)

[Specify the types and amounts of any insurance required in addition to the insurance cover required in Item J of Schedule 1 (General Provisions) of the Agreement.]

K. COMPLIANCE WITH LAWS AND POLICIES (clause 30)

[Specify any Commonwealth policies that are to be complied with.]

L. PROGRAM GUIDELINES AND STANDARDS (clauses 1.1 and 6)

Program Guidelines:

Standards for performance of the Program:

M. SPECIFIED PERSONNEL (clauses 1.1 and 8)

Draft Without Prejudice

THIS PROGRAM SCHEDULE IS SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA acting through the Department of Health and Ageing ABN 83 605 426 759 on:

Date
by:

Printed name of signatory

Position of signatory

in the presence of:

Printed name of witness

Signature

Signature of witness

THIS PROGRAM SCHEDULE IS SIGNED by

Name of Participant
ABN:
on:

Date
by:

Printed name of Director

and:

Printed name of Director/Secretary

Signature of Director

Signature of Director/Secretary

Draft Without Prejudice

