

Senate Community Affairs Committee

ANSWERS TO ESTIMATES QUESTIONS ON NOTICE

HEALTH AND AGEING PORTFOLIO

Additional Estimates 2010-2011, 23 February 2011

Question: E11-260

OUTCOME 5: Primary Care

Topic: GP SUPER CLINICS

Hansard Page: CA 96

Senator Fierravanti-Wells asked:

Is it possible to get a standard form, a template, of a GP super clinic agreement without any names put into it?

Answer:

A copy of the GP Super Clinic Funding Agreement template is attached.



Australian Government

Department of Health and Ageing

AGREEMENT

Between

COMMONWEALTH OF AUSTRALIA

as represented by the Department of Health and Ageing

and

**[NAME AND ABN OF ORGANISATION BEING
FUNDED]**

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1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the contrary intention appears:

Accounting Standards has the same meaning as it has in sections 9 and 334 of the *Corporations Act 2001*, and refers to the accounting standards made by the Australian Accounting Standards Board;

Agreement means this document and includes any Schedules and annexures;

Approval includes all relevant consents, authorisations, registrations, filings, agreements, notifications, certificates, permissions, licences, approvals, permits, authorities or exemptions issued by, from or with any Proper Authority;

Approved Auditor means:

- (a) a company auditor under the *Corporations Act 2001* or a member of the Institute of Chartered Accountants in Australia, CPA Australia, or the National Institute of Accountants;
- (b) acting in a professional capacity as an auditor; and
- (c) not a principal, officer or employee of the Organisation;

Asset means:

- (a) the items identified in Item 11 of Schedule 1 (if any); or
- (b) any item of tangible property purchased or leased either wholly or in part with the use of the Funds, that is not a fixture, with a value at the time of acquisition of \$20,000 or more, excluding GST,

but does not include the Property or the Works;

Audit means an audit carried out by the Approved Auditor in accordance with the Auditing Standards;

Auditor-General means the office established under the *Auditor-General Act 1997* and includes any other person that may, from time to time, perform the functions of that office;

Auditor's Report has the same meaning it has in the Auditing Standards;

Auditing Standards has the same meaning as it has in sections 9 and 336 of the *Corporations Act 2001*, and refers to the auditing standards made by the Australian Auditing and Assurance Standards Board;

Bank means an "authorised deposit-taking institution" as that term is defined in the *Banking Act 1959*;

BCII Act means the *Building and Construction Industry Improvement Act 2005*;

Business Day means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

Conflict means any circumstance in which the Organisation or any of the Organisation's officers, employees, agents or Subcontractors has an interest (whether financial or non-financial) or an affiliation that is affecting, will affect, or could be perceived to affect, the Organisation's ability to perform the Project, or its obligations under this Agreement, fairly, independently and so as to achieve the Project Aim;

Construction Progress Report means a Report on progress against construction milestones in accordance with the Project Plans and Budget which must be provided by the Organisation in accordance with the Deliverables and Milestones Schedule and in a format specified by the Commonwealth;

Construction Phase Final Report means a Report which must include a comprehensive Report on the expenditure of the Funds for the purposes of the Project and how the Objectives and outcomes of the Project have been supported by the completion of the Works, which must be provided by the Organisation in accordance with the Deliverables and Milestones Schedule;

Construction Project Manager means an independent, suitably qualified project manager engaged by the Organisation to supervise all construction works who is not an employee or officer of the Organisation;

Date of this Agreement means the date this Agreement is executed by the Parties and, if executed on separate days, the date on which this Agreement is executed by the last Party to do so;

Date for Practical Completion means the date specified in Item 5 of Schedule 1 by which the Organisation must achieve Practical Completion of the Works;

Deliverable means all deliverables required to be provided by the Organisation to the Commonwealth under this Agreement, including those set out in the Deliverables and Milestones Schedule;

Deliverables and Milestones Schedule means the table of that name at Annexure A to this Agreement, as varied from time to time by the Commonwealth;

Department means the Commonwealth Department of Health and Ageing or such other Commonwealth Department as may be responsible from time to time for the administration of this Agreement;

Depreciation has the same meaning as it has in Australian Accounting Standard AASB 116 *Property, Plant and Equipment* (as amended) and **Depreciated** has a corresponding meaning;

Designated Use means the designated use specified in Item 3.2 of Schedule 1;

Designated Use Period means the period specified in Item 3.1 of Schedule 1;

Dispose or Disposing means selling, mortgaging or encumbering, leasing or sub-leasing, licensing or sub-licensing, assigning or otherwise transferring or giving up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts;

Financial Acquittal means a certificate signed by a representative of the Organisation with the authority to make representations on behalf of the Organisation;

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law as in force from time to time;

Material includes without limitation documents, records, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

Milestone means the end of a stage that marks the completion of a sub-project, or phase, of the Project Plan or of this Agreement, as set out in the Deliverables and Milestones Schedule;

Minister means the Minister of the Commonwealth from time to time responsible for the Department;

Moral Rights has the meaning given under the *Copyright Act 1968*;

National eAuthentication Framework means the framework as available at <http://www.finance.gov.au/e-government/security-and-authentication/authentication-framework.html>.

National e-health Transition Authority means the body established by the Australian, State and Territory governments to develop better ways of electronically collecting and securely exchanging health information.

National Program Guide means the GP Super Clinics *National Program Guide 2010* and addenda published by the Department and as amended from time to time;

Non-capital Works Funds means that component of the Funds that the Commonwealth will provide under this Agreement to the Organisation to support business set-up costs, as set out in the National Program Guide;

OHS Accreditation Scheme means the OHS accreditation scheme established by the Building and Construction Industry Improvement (Accreditation Scheme) Regulations 2005.

Operational Phase Annual Report means the annual operational phase Report specified in the Deliverables and Milestones Schedule which must contain details of the use of the Works for the Designated Use, and must include, but is not limited to, a description of the multidisciplinary care services delivered and the policies, practices and processes used to deliver those services, and a detailed report against each element of the Final Operational Plan and against the Program Objectives. The Operational Phase Annual Report must include the relevant insurance Certificates of Currency and certifications set out in clause 21 and Item 9 of Schedule 1.

Operational Phase Final Report means the operational phase final Report specified in the Deliverables and Milestones Schedule which must include a comprehensive report on whether the objectives and outcomes of the Project were achieved and if not, why not, a detailed report against each element of the Final Operational Plan and a copy of the Assets register.

Operational Plan means the final Operational Plan, which must document the start-up arrangements for the GP Super Clinic, including detailing how the

(a) clinical and organisational governance frameworks;

Project Aim means the required outcomes of the Project, including the objectives and outcomes of the Project, as specified in Item 1 of Schedule 1;

Project Documents means all plans, drawings and other information relating to the Project and the Works that are brought into existence by or on behalf of the Organisation under or in connection with this Agreement or otherwise relating to the Works or the Project, including the Schematic Design and design iterations (consisting of drawings and other documents illustrating the scale and relationships of the project components; a site plan, floor plan and building plans, sections and elevations) that form part of Project Plans and Budgets, including documents identified in the Deliverables and Milestones Schedule;

Project Parties means all contractors, Subcontractors, consultants and employees who perform on-site work in relation to the Works;

Project Material means all Material including Reports:

- (a) brought into existence for the purpose of performing the Project, including all Project Documents;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or
- (c) copied or derived from the Material referred to in paragraphs (a) or (b);

Project Plan and Budget means the:

- (a) **Preliminary Project Plan and Budget** that must:
 - (i) document the Works at Schematic Design stage, providing a statement of how and when the Works are to be achieved, by showing the major sub-projects, milestones, activities and resources (including professional indemnity insurances) required for the Works against a detailed timeline and that will guide the Works;
 - (ii) identify the sum, and whether this sum is GST inclusive or exclusive, established by the Organisation as available for the entire project, including the estimated construction budget, land costs (including stamp duties on purchase where applicable), costs of furniture, furnishings, and equipment; financing requirements and costs; fees for professional services; cost of Organisation furnished goods and services; contingency allowance; and similar established or estimated costs associated with the Works and the Clinic start-up that can be identified in accordance with the provisions of the National Program Guide regarding capital funding, non-capital funding, recurrent funding and relocation incentive payments; and
 - (iii) include a Risk Management Plan,
- (b) **Construction Ready Project Plan and Budget** that must:
 - (i) update the Preliminary Project Plan documenting the changes (if any), including those required as a result of Approvals from relevant authorities, to the completion timeframe, site plans

Schematic Design means the documents that establish the conceptual design of the Works, illustrating the scale and relationship of the Works components. The Schematic Design documents must include a conceptual site plan, floor plan and preliminary building plans, sections and elevations;

Services Report means a report indicating the number of general practitioners, nurses, allied health professionals, specialists and/or student placements; the number of services delivered to meet local health needs including GP attendance services, preventive health care activities and chronic disease management services; and the extended hours of service;

Specified Personnel Position means a position identified in Item 8 of Schedule 1;

Subcontract means any contract the Organisation enters into with a third party under which that third party is paid Funds by the Organisation to undertake activities relating to the Project and **Subcontractor** has a corresponding meaning;

Tender Plan means a document that sets out the timeframe, scope, terms and conditions (including proposed contract) and method for selecting a builder for the Works;

Term of this Agreement commences on the Date of this Agreement and, unless terminated earlier, expires on the Completion Date, as set out in clause 2;

Threat and Risk Assessment means an assessment of the information management/information technology system security conducted by an Infosec Assessor licensed under the Infosec-Registered Assessor Program, details of which are available at <http://irap.securelink.com.au/index.php>; and

Works means that part of the Project which relates to the design, construction, modification, expansion, refurbishment or fit-out (as applicable) and related activities at the Property, as contemplated by the Project Plan and Budget acceptable to the Commonwealth in accordance with clause 3.1(d)(i) and also as described in Item 1 of Schedule 1.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect interpretation;
- (b) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

Program Guide regarding capital funding, non-capital funding, recurrent funding and relocation incentive payments; and

- C. include a Risk Management Plan,
- (ii) A Construction Ready Project Plan and Budget that must:
 - A. update the Preliminary Project Plan documenting the changes (if any), including those required as a result of Approvals from relevant authorities, to the completion timeframe, site plans including ingress and egress arrangements for pedestrians and motor vehicles, floor plans, parking arrangements, milestones, activities, resources, etc and documenting sufficient detail and definition to enable a competent builder to construct the Works without further determination as to form, quality or quantity;
 - B. update the Preliminary Project Budget, further detailing actual costs and refining estimated costs associated with the Works and the clinic start-up and that can be identified in accordance with the provisions of the National Program Guide regarding capital funding, non-capital funding, recurrent funding and relocation incentive payments; and
 - C. include a Risk Management Plan;
- (iii) any further revisions of the Project Plan and Budget that are requested by the Commonwealth.
- (c) The Organisation must ensure that each Project Plan and Project Budget:
 - (i) has been prepared diligently, effectively and to a high professional standard;
 - (ii) will, if implemented in accordance with this Agreement, ensure that all timeframes arising under this Agreement will be met and the Works will meet all requirements of this Agreement and, in particular, will be fit for the Designated Use;
 - (iii) is sequentially numbered and dated; and
 - (iv) is consistent with the Project Aim.
- (d) The Commonwealth will review each Project Plan and Budget submitted under clause 3.1(a) and notify the Organisation that either:
 - (i) the Project Plan and Budget are acceptable to the Commonwealth; or
 - (ii) the Project Plan and Budget, in the Commonwealth's opinion, require amendment

State or Territory and local government in the jurisdiction which the Works are to be conducted;

- (c) where the Property may be used (in whole or in part) for training purposes at any time during the Designated Use Period, takes into account the standards for training posts developed by the Royal Australia College of General Practitioners or the Australian College of Rural and Remote Medicine as they are relevant (or both as the case may be);
- (d) complies with all Laws and required Approvals;
- (e) is such that the Funds and all other contributions made or received by the Organisation will be sufficient for the completion of the Works (clause 8.4 requires the Organisation to warrant that the Funds, together with all other contributions made or received by the Organisation will be sufficient to ensure the completion of the Works);
- (f) will ensure that the Works are fit for the purpose of use for the Designated Use on and from the Date of Practical Completion, and throughout the Designated Use Period; and
- (g) will ensure that a Certificate of Occupancy will be issued in respect of the Works on their completion.

3.3 Project Documents

- (a) The Organisation must develop, prepare and maintain copies of all documents necessary to complete the Works in accordance with this Agreement, including, without limitation, all documents that would be prepared by a prudent and competent design professional, in order to ensure the Works are, on completion, fit for use for the Designated Use, throughout the Designated Use Period.
- (b) The Organisation must deliver the Project Documents and components thereof to the Commonwealth no later than the date specified in the Deliverables and Milestones Schedule.
- (c) Without limiting or affecting the Organisation's obligations under this Agreement, the Organisation must make copies of the Project Documents available to the Commonwealth for inspection and audit in accordance with clause 13.

3.4 Approvals

- (a) The Organisation must obtain all Approvals for:
 - (i) the construction of the Works; and
 - (ii) the use of the Works for the Designated Use during the Designated Use Period,in accordance with this Agreement and must deliver a copy of each Approval to the Commonwealth promptly on request.
- (b) If the Works must be varied to obtain any Approval, the Organisation must notify the Commonwealth in writing of those variations and, unless

- (d) The Commonwealth will review the Operational Plan submitted under clause 3.5(a) and notify the Organisation that the Operational Plan is either:
 - (i) acceptable to the Commonwealth; or
 - (ii) in the Commonwealth's opinion, requires amendment in order to meet the requirements specified in clause 3.5(c).
- (e) On receipt of notification under clause 3.5(d)(ii), the Organisation must amend the Operational Plan so as to take into account the Commonwealth's comments and resubmit the documents within 20 Business Days of the date of the Commonwealth's notification for re-consideration by the Commonwealth in accordance with clause 3.5(d).
- (f) Either Party may request an amendment to the approved Operational Plan at any time during the Term of this Agreement. Where an amendment to an Operational Plan is requested by the Organisation, the Organisation will submit a revised Operational Plan to the Commonwealth for approval, taking into account the request for amendment, in accordance with the procedure set out in clause 3.5(d). The Commonwealth's approval to the amendment may be given or withheld at its discretion.
- (g) The Organisation is required to report on its performance against the requirements of the Operational Plan in the Operational Phase Reports as specified in the Deliverables and Milestones Schedule.

4. Conduct of the Project

4.1 Obligation to perform the Project

In consideration of the provision of the Funds, the Organisation must:

- (a) perform the Project in accordance with the terms and conditions set out in this Agreement;
- (b) provide each of the Deliverables identified in the Deliverables and Milestones Schedule on or before the relevant date for provision of those Deliverables specified in that Schedule, with time being of the essence; and
- (c) ensure that all work undertaken under this Agreement is consistent with and in furtherance of the Program Objectives and the Project Aim.

4.2 Performance of the Works

The Organisation must:

- (a) appoint a Construction Project Manager to supervise the Works and to provide certification regarding the conduct of the Works as and if required to do so by the Commonwealth;
- (b) comply with the timeframes (if any) specified in the approved Project Plan and otherwise comply with the timeframes specified in the Deliverables and Milestones Schedule for completion of the Works and the Project more generally; and

- (iv) where applicable, provided financial security to the Commonwealth in accordance with clause 6.6,

and it has obtained written confirmation from the Commonwealth (which will not be unreasonably withheld) that the Commonwealth is satisfied that the Organisation has complied with the requirements set out above.

- (c) The Organisation must:
 - (i) obtain written confirmation from the Commonwealth under clause 4.4(a) and
 - (ii) commence the Works,

on or before the date specified for the commencement of the Works in Item 4 of Schedule 1 with time being of the essence.

4.5 Subcontracting

- (a) The Organisation must, promptly on request by the Commonwealth, provide details in writing of all Subcontractors that the Organisation is using, or proposes to use, in relation to the conduct of the Project.
- (b) The Organisation must ensure that all Subcontracts it enters into in respect of the Project:
 - (i) are consistent with and will not in any way limit or affect the Organisation's compliance with its obligations, or the Commonwealth's rights, under this Agreement, including without limitation the Commonwealth's right to terminate this agreement pursuant to clause 18;
 - (ii) contain all terms that this Agreement requires those Subcontracts to contain (whether expressly or impliedly), including without limitation rights of novation of any arrangement required to give effect to the Commonwealth's rights under clause 17.2(a)(i) and clause 18.
- (c) If requested, the Organisation must promptly provide to the Commonwealth a copy of any Subcontract to the Commonwealth.

4.6 Inspection of Works

- (a) At all reasonable times during the construction of the Works upon giving reasonable notice and subject to the Organisation's reasonable requirements in relation to safety and security:
 - (i) the Commonwealth or persons authorised by the Commonwealth may enter the Property to inspect and examine the Works; and
 - (ii) the Commonwealth may give notice to the Organisation of any omission, fault or defect in the Works.
- (b) Within 10 Business Days, or such longer time as may be agreed to in writing by the Commonwealth, having regard to the nature of the omission, fault or defect, after the receipt of a notice under clause

- B. the immediate making good of which by the Organisation is not reasonably practicable;
 - C. the existence of which or the making good of which by the Organisation will not significantly inconvenience users of the Property or the Works for the Designated Use; and
 - D. which do not cause any legal or physical impediment to the use and occupation of the Property and the Works for the Designated Use; and
- (ii) fit for the purpose of the Designated Use;
- (b) the Organisation must have provided to the Commonwealth a copy of the Certificate of Occupancy in respect of the Works;
 - (c) the Works must have been commenced to be used by or on behalf of the Organisation for the Designated Use; and
 - (d) the Organisation must obtain from:
 - (i) its authorised representative; and
 - (ii) a suitably qualified and independent person engaged for the purposes of inspecting the Works on their completion and determining whether, in the professional opinion of that person, the Works meet the requirements set out in clauses 4.9(a)(i) and 4.9(a)(ii),

written certification that the Works meet the requirements set out in clauses 4.9(a)(i) and 4.9(a)(ii), and provide each such written certification to the Commonwealth.

4.10 Date for Practical Completion

The Organisation must achieve Practical Completion of the Works on or before the Date for Practical Completion as set out in Item 5 of Schedule 1, with time being of the essence.

4.11 Defects after Practical Completion

The Organisation must promptly rectify any defects, faults or omissions in the Works which:

- (a) are referred to in clause 4.9(a)(i); or
- (b) otherwise become apparent after the Date for Practical Completion and which would, or would reasonably be expected to affect the fitness of the Works or the Property (or both as the case may be) for the purpose of use for the Designated Use.

been paid Funds, no Funds are to be expended by the Organisation, unless and until:

- (i) the Organisation has complied with clause 6.3(a); or
 - (ii) the expenditure of Funds for a specified purpose is authorised in writing by the Commonwealth in accordance with clause 6.3(d).
- (c) If the Organisation has not complied with clause 6.3(a) within the timeframes specified in the Deliverables and Milestones Schedule, the Commonwealth may in its absolute discretion terminate this Agreement for default in accordance with clause 18.1.
- (d) The Organisation may expend Funds prior to complying with clause 6.3(a), where, and only where, the Commonwealth gives its prior approval in writing for such expenditure. Such approval may be given or withheld in the Commonwealth's absolute discretion and may be subject to conditions, including as to the amount and type of expenditure. The Organisation must comply with any conditions so specified.

6.4 Securities in relation to the Property

Without in any way limiting or affecting the Organisation's obligations or the Commonwealth's rights under this Agreement or otherwise at law or in equity, the Organisation irrevocably:

- (a) agrees that the Commonwealth has the right to register and maintain a caveat against the title of the Property, preventing dealings with the Property that the Commonwealth considers are or would be inconsistent with this Agreement, until such time as the conditions imposed under this Agreement have been fully satisfied or discharged;
- (b) charges its rights, title and interest in and to the Property and the Works; and
- (c) agrees to sign all consents as required by the Commonwealth to the lodgement of caveats against the title of the Property in the form required by the Commonwealth from time to time to prevent the lapsing of any caveat.

6.5 No encumbrances

The Organisation must not create or grant, or enter into any agreement to create or grant, any restrictive covenants, restriction on user, easements, encumbrances, interests, mortgages, caveats, leases or rights affecting the Property or the Organisation's interest in the Property after the Date of this Agreement, without first obtaining the written consent of the Commonwealth which will not be unreasonably withheld.

6.6 Financial securities

If Item 14 of Schedule 1 specifies that the Organisation must provide a financial security, then:

- (a) obtaining the Commonwealth's consent in writing (such consent may be withheld at the Commonwealth's sole and unfettered discretion); and
- (b) requiring the purchaser, transferee, lessee, licensee, mortgagee, chargee or other disponee to enter into a deed of covenant with the Commonwealth under which the purchaser, transferee, lessee, licensee, mortgagee, chargee or other disponee covenants in favour of the Commonwealth to use the Property and the Works for the Designated Use until the expiry of the Designated Use Period.

7. Designated Use

7.1 Use of the Property and the Works for the Designated Use

As a fundamental condition of this Agreement, the Organisation undertakes:

- (a) for the Designated Use Period:
 - (i) to use the Property and the Works, or to ensure that the Property and the Works are used, for the Designated Use;
 - (ii) to use the Property and the Works, or to ensure that the Property and the Works are used, consistently with the Operational Plan (as approved at that time);
 - (iii) to ensure the Property and the Works are not left unused or unoccupied for a period in excess of four weeks without first obtaining the written consent of the Commonwealth; and
 - (iv) not to use the Property or the Works, or permit the Property or the Works to be used for any purpose, other than the Designated Use, without first obtaining the written consent of the Commonwealth; and
- (b) at all times during the Term of this Agreement:
 - (i) to safeguard the Property and the Works against loss, damage and unauthorised use;
 - (ii) to maintain the Property and the Works in good condition;
 - (iii) to reinstate the Property and the Works if they are damaged or destroyed;
 - (iv) not to grant or dispose of any interest in the Property, or any part of the Property, without first:
 - A. obtaining the Commonwealth's consent in writing (such consent being given or withheld at the Commonwealth's absolute discretion); and
 - B. requiring the purchaser, transferee, lessee, licensee, mortgagee, chargee or other disponee, to enter into a deed of covenant with the Commonwealth, on terms acceptable to the Commonwealth under which the purchaser, transferee, lessee, licensee, mortgagee,

7.5 External evaluation

- (a) The Commonwealth may engage an evaluator to evaluate the performance of the Program, including the Project, at any time during the Term.
- (b) Each party must bear its own costs of participating in an evaluation under this clause 7.5.
- (c) The purpose of the evaluation will be to evaluate the performance of the Program, including the Project, and the achievement of the Project Aim and provide a report to the Commonwealth.
- (d) The Commonwealth may engage the evaluator to perform such other tasks as it determines from time to time.
- (e) The Commonwealth's Project Contact may, on request, provide the Organisation with the terms of reference and evaluation criteria for any evaluation conducted pursuant to this clause 7.5, if any such terms of reference and evaluation criteria exist.
- (f) The Organisation must co-operate, at its own cost, with the Commonwealth's Project Contact and the evaluator in relation to any evaluation conducted pursuant to this clause 7.5.
- (g) Without limiting subparagraph (f) above, the Organisation must provide the Commonwealth's Project Contact and the evaluator with:
 - (i) access to all information, documents, establishments and personnel; and
 - (ii) all such facilities and all such other assistance,which are reasonably necessary to enable the evaluation to be conducted in a prompt and thorough manner.
- (h) The Commonwealth and the Organisation acknowledge and agree that:
 - (iii) the evaluation does not in any way affect the parties' rights or obligations, whether under this Agreement or otherwise at law or in equity, in connection with this Agreement and the Project unless the parties agree to vary this Agreement in accordance with clause 27.5;
 - (iv) neither the evaluation, nor the conduct of either party or the evaluator during or in connection with the evaluation nor the contents of the evaluation report will limit the Commonwealth's rights under this Agreement;
 - (v) on no account will the Commonwealth be liable to the Organisation for any act or omission of the evaluator;
 - (vi) the Organisation will not be relieved of any responsibility or liability under this Agreement as a result of anything which the evaluator may do or fail to do; and
 - (vii) without limiting the Commonwealth's other rights or the Organisation's other obligations under the Agreement, the

8.2 Use of the Funds

- (a) Funds provided under this Agreement must only be used for the purposes of carrying out the Project and performing this Agreement.
- (b) Capital Works Funds must only be used for the construction of the Works and such other activities as are described in the *National Program Guide*.
- (c) Recurrent Funds must be used for the additional personnel costs associated with the implementation of integrated, multidisciplinary, team based approaches to the delivery of health services from the completed Works, as detailed in the National Program Guide and in the Project Budget as approved under clause 3.1(d)(i).
- (d) Funds provided under this Agreement may not be applied towards administrative and other general costs of the Organisation that are not directly associated with the performance of the Project (including the Organisation's costs of administering this Agreement) unless any such costs are expressly included in the Project Budget that is acceptable to the Commonwealth in accordance with clause 3.1(d)(i).
- (e) Funds provided under this Agreement must not, unless the prior written approval of the Commonwealth has been obtained, be used in a manner which is inconsistent with the Project Budget as approved under clause 3.1(d)(i).

8.3 Amounts of Funds

The funding to be contributed by the Commonwealth in relation to the Project will not exceed the amount of Funds specified in Item 6 of Schedule 1. The Commonwealth accepts no liability for any debts incurred by the Organisation, or any of its board members, employees, agents contractors or Subcontractors, or for any budget overruns.

8.4 Sufficiency of amounts

The Organisation warrants that the Funds, together with all other contributions made or received by the Organisation in relation to the Project, will be sufficient to ensure the due and proper completion of the Works and the Organisation's other obligations under this Agreement.

9. Management of Funds

The Organisation must:

- (a) maintain a bank account(s) in the name of the Organisation, with a Bank acceptable to the Commonwealth which is controlled solely by the Organisation to hold all Funds under this Agreement;
- (b) ensure that the bank account(s) does not, at any time during the Term of this Agreement, contain any monies other than the Funds and interest earned on the Funds;
- (c) immediately deposit all Funds received into the bank account(s);

10.3 Additional third party contributors

The Organisation must:

- (a) promptly notify the Commonwealth in writing of the amount and source of any funding or other contributions proposed for the Project (other than Funds provided under this Agreement or contributions made by the Identified Third Party Contributors)
- (b) submit a Revised Project Budget and updated Risk Management Plan including the amount of any funding or value of any other contribution proposed under this clause and any and all repayment or interest obligations relating to the funding or other contributions for approval by the Commonwealth under clause 3.1;
- (c) obtain written undertakings from any additional third party contributors, under which the additional third party contributors are legally obliged to make contributions to the Project;
- (d) within 20 Business Days of entering into any arrangements with any additional third party contributors, provide to the Commonwealth copies of such written arrangements with any additional third party contributors; and
- (e) ensure that the terms on which any other funding or contributions are provided to the Organisation for or in connection with the Project are not inconsistent with the terms of this Agreement and do not, in any way, limit or affect the Organisation's ability to comply strictly with its obligations, or the Commonwealth's ability to exercise its rights, under this Agreement.

11. Records, Reports and Acquittals

11.1 Records and accounts

The Organisation must:

- (a) keep comprehensive and accurate accounts and records of its use of the Funds, that can be separately identified from other accounts and records of the Organisation; and
- (b) retain the records referred to in this clause for a period of seven years or such longer period as may be required by Law.

11.2 Organisation must keep records

The Organisation must keep comprehensive written records of the conduct of the Project including, without limitation, progress against the Milestones and the extent to which the Project is achieving the Project Aim and Program Objectives.

11.3 Provision of records to the Commonwealth

The Organisation must:

11.6 Financial Acquittal and Financial Reports

The Organisation must provide the Financial Acquittal and audited Financial Reports:

- (a) at the times; and
- (b) in the format (if any) and including the content; specified in the Deliverables and Milestones Schedule.

11.7 Retention of records and information

The Organisation must retain its financial records and other information referred to in this clause for a period of seven years after its creation or such longer period as may be required by Law.

11.8 Subcontractors and financial information

- (a) The Organisation must ensure that a detailed statement of revenue and expenditure in relation to the Funds received and receivable by:
 - (i) any Subcontractor under this Agreement; and
 - (ii) any subcontractor to a Subcontractor, including a definitive statement as to whether the Subcontractor's (or subcontractor to the Subcontractor's) financial accounts in relation to the Funds are complete and accurate is:
 - (iii) included in the Financial Reports; and
 - (iv) otherwise made available to the Commonwealth upon request by the Commonwealth, within such timeframe as the Commonwealth may specify or otherwise within a reasonable timeframe.
- (b) The Organisation must ensure that any Subcontracts entered into for the purposes of this Agreement contains clauses:
 - (i) which place on Subcontractors equivalent obligations to the obligations that are contained in clauses 11.2 and 11.7; and
 - (ii) which may be otherwise necessary for the Organisation to comply with its obligations under clause 11.8(a), including, without limitation, clauses which require the Subcontractor to place obligations on its subcontractors to provide the information set out in clause 11.8(a).

12. Liaison

12.1 Commonwealth's Project Contact

The Organisation must liaise with and report to the Commonwealth's Project Contact, as nominated in Item 7 of Schedule 1 in relation to the Project, and as

- (b) If an audit or review conducted pursuant to this clause 13 identifies a breach by the Organisation of this Agreement, the Commonwealth may recover its costs of conducting that review or audit as a debt due from the Organisation.

13.4 Auditor-General and Privacy Commissioner

The Commonwealth's rights under clauses 13.1 and 13.2 apply equally to the Auditor-General or a delegate of the Auditor-General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's functions or activities.

13.5 Application of this clause

This clause 13 applies for the duration of this Agreement and for a period of seven years from the termination or expiry of this Agreement.

13.6 Subcontracts

The Organisation must ensure that any Subcontract entered into for the purposes of this Agreement contains a clause granting the Commonwealth access rights on terms equivalent to clauses 13.1 to 13.5 (inclusive).

14. Project Material and Intellectual Property

14.1 Ownership rights in Project Material

All rights in relation to Intellectual Property comprised in the Project Material will vest, upon creation, in the Organisation.

14.2 Licensing of rights in Reports

The Organisation grants, and must ensure all third parties holding rights in relation to Intellectual Property comprised in Reports grant, to the Commonwealth a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, copy, modify, adapt and exploit the Reports for Commonwealth purposes.

14.3 Licensing of rights in other Project Material

The Organisation grants, and must ensure all third parties holding rights in relation to Intellectual Property comprised in Project Material (other than Reports), to the Commonwealth a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use that Project Material for the purposes of the Project and the Program or for other purposes connected with the operation of this Agreement.

14.4 Project Material

On termination or expiry of this Agreement, or earlier if requested by the Commonwealth, the Organisation must deliver a copy of all Project Material then in existence to the Commonwealth in an agreed format, or as otherwise directed by the Commonwealth.

- (c) in respect of publications, promotional and advertising materials, public announcements, signs or plaques in a form approved by the Commonwealth prior to its use; and
- (d) otherwise at the times and in the manner as the Commonwealth directs from time to time.

16. Assets

16.1 Purchasing of Assets

The Organisation must not use Funds towards the purchase of Assets unless:

- (a) the Asset is identified in Item 11 of the Schedule; or
- (b) it obtains the prior written consent of the Commonwealth.

16.2 Use of Assets

The Organisation must not use Assets for any purpose other than the performance of the Project and the Designated Use unless it has obtained the prior written approval of the Commonwealth which will not be unreasonably withheld.

16.3 Obligations in relation to Assets

The Organisation must:

- (a) not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this Agreement, without the prior written approval of the Commonwealth which will not be unreasonably withheld;
- (b) maintain all Assets in good working order;
- (c) be fully responsible for, and bear all risks arising in relation to, the use or disposal of any Asset;
- (d) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Funds used to create or acquire the Asset, the carrying amount of the Asset and (where relevant) details of Asset disposals including the sale price; and
- (e) as and when requested, provide copies of the register of Assets to the Commonwealth.

16.4 Disposal of Assets

The Organisation must obtain prior approval, in writing, from the Commonwealth before selling or otherwise disposing of an Asset. If, at the time of the sale or disposal, the Asset has not been fully Depreciated the Organisation must, at the option of the Commonwealth:

- (a) pay to the Commonwealth within 20 Business Days of the date of the sale or disposal, an amount equal to the proportion of the value of the Asset following Depreciation that is equivalent to the proportion of the purchase price of the Asset that was funded from the Funds; or

opinion, required for the due and proper completion of the Project;

- (iv) providing to the Commonwealth, or its nominee, unfettered access to the Property for the purposes of exercising its rights under clause 17.1; and
 - (v) at the Commonwealth's discretion, repaying to the Commonwealth, or paying to the Commonwealth's nominee, all Uncommitted Funds or such part of the Uncommitted Funds identified by the Commonwealth, within the timeframes specified by the Commonwealth or, if no timeframes are specified, promptly.
- (b) For the purposes of this clause 17 **Uncommitted Funds** means all Funds that are, at the time of the Commonwealth's request, unspent or uncommitted, or cannot be shown to the reasonable satisfaction of the Commonwealth to have been spent or Committed in accordance with this Agreement.
- (c) Without limiting or affecting the Commonwealth's rights under this Agreement, the Commonwealth may recover all its costs associated with exercising its rights under this clause 17 (including cost associated with recovering any amount of Uncommitted Funds from the Organisation) as a debt due from the Organisation.
- (d) The Commonwealth will have no liability whatsoever to the Organisation (or to any third party) arising out of or in connection with the exercise of the Commonwealth's rights under this clause 17.
- (e) The Organisation releases the Commonwealth from, and indemnifies and will continue to indemnify, the Commonwealth against all:
- (i) loss, damage, costs and expenses suffered or incurred by the Commonwealth, including as the result of claim made in relation to:
 - A. loss of or damage to third party property; or
 - B. the injury, illness or death of a third party;
 - (ii) loss of or damage to Commonwealth property; or
 - (iii) loss, damage, costs and expenses suffered or incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth;
- arising out of or in connection with the exercise of the Commonwealth's rights under this clause 17.
- (f) The Organisation's liability to indemnify the Commonwealth under clause 17.2(e) will be reduced proportionately to the extent that any negligent or unlawful act or omission or wilful misconduct on the Commonwealth's part contributed to the relevant loss, damage, expense, or liability.

18.2 Liability of the Commonwealth

- (a) If this Agreement is terminated or Funds for the Project are suspended in accordance with clause 18.1(j), the Commonwealth will only be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by the Organisation, which are directly attributable to the termination or suspension.
- (b) Without limiting any other right the Commonwealth may have under this Agreement or at Law or equity, including rights to recover the Funds, the Commonwealth will not be liable to pay any amount in excess of the amount of Funds remaining unpaid under this Agreement at the date of termination or remaining unpaid in relation to the Project on discontinuance of the Project.
- (c) Except as provided in this clause, the Commonwealth will not be liable to the Organisation for termination of this Agreement in accordance with clause 18.1(j).

18.3 Dealing with Funds on termination

- (a) At all times after the termination of this Agreement, or for the duration of any suspension of dealings with the Funds, the Organisation must only deal with the Funds in accordance with the directions of the Commonwealth and must cease all other dealings with the Funds. The directions of the Commonwealth may be given at any time and from time to time after the termination or during any period of suspension. If the Commonwealth does not provide any directions the Organisation must not deal with the Funds.
- (b) The Commonwealth may end the suspension of dealings with the Funds by written notice to the Organisation, subject to such preconditions (including variations to this Agreement) which the Commonwealth may require.
- (c) The Commonwealth will not be obliged to pay any part of the Funds to the Organisation after the termination of this Agreement or during any period of suspension of dealings with the Funds.

18.4 Deemed termination for convenience

If a purported termination for cause by the Commonwealth under any of subclause 18.1(d) to 18.1(i) (inclusive) is determined by a competent authority not to be properly a termination for cause, then that termination by the Commonwealth will be deemed to be a termination for convenience under clause 18.1(j), which termination has effect from the date of the notice of termination referred to in clause 18.1, and the Organisation's sole rights in such circumstances will be those set out in clause 18.2(a).

19. Repayment of Funds

19.1 Repayment of Funds

If:

- (a) loss, damage, costs and expenses suffered or incurred by the Commonwealth, including as the result of claim made in relation to:
 - (i) loss of or damage to third party property; or
 - (ii) the injury, illness or death of a third party;
- (b) loss of or damage to Commonwealth property; or
- (c) loss, damage, costs and expenses suffered or incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth;

arising from:

- (d) any act or omission by the Organisation, or any of its employees, agents, or Subcontractors in connection with this Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- (e) any breach by the Organisation or any of its employees, agents, or Subcontractors of obligations or warranties under this Agreement;
- (f) any use or disclosure by the Organisation, its officers, employees, agents or Subcontractors of Personal Information held or controlled in connection with this Agreement; or
- (g) the use by the Commonwealth of the Project Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in Project Material.

20.2 Proportional reduction of liability

The Organisation's liability to indemnify the Commonwealth under clause 20.1 will be reduced proportionately to the extent that any fault on the Commonwealth's part contributed to the relevant loss, damage, expense, or liability.

20.3 Commonwealth's right to be indemnified is additional to other rights

The Commonwealth's right to be indemnified under clause 20.1 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

20.4 Definition of fault

In this clause 20, **fault** means any negligent or unlawful act or omission or wilful misconduct.

21.3 Copies of insurance

- (a) On an annual basis and as soon as practicable after renewal of the relevant insurance:
 - (i) The Organisation must provide the Commonwealth with the certificates of currency relating to the insurances required to be held during construction of the Works, as set out in Item 9.1 of Schedule 1 ;
 - (ii) The Organisation must provide the Commonwealth with the certificates of currency relating to the insurances required to be held during the Designated Use Period, as set out in Item 9.2 of Schedule 1; and
 - (iii) The Organisation must provide the Commonwealth with a certification that the Organisation has verified the currency of the insurances held by each health professional working at the Property as required under Item 9.2 of Schedule 1.
- (b) The Organisation must provide the Commonwealth on request certificates of currency relating to any other relevant insurance policies.

22. Confidential Information

22.1 Organisation not to disclose

- (a) The Organisation must not to disclose to any person other than the Commonwealth any Confidential Information without prior approval in writing from the Commonwealth.
- (b) The Commonwealth may at any time by notice in writing to the Organisation, require the Organisation to give, and to arrange for its officers, employees, agents and Subcontractors undertaking activities under or in connection with the performance of this Agreement to give written undertakings, in a form required by the Commonwealth, relating to the non-disclosure of Confidential Information. The Organisation must promptly comply with all such requirements of the Commonwealth.

22.2 Commonwealth disclosure

The Organisation acknowledges and agrees that the Commonwealth may disclose all information relevant to this Agreement that is confidential to the Organisation to any person:

- (a) to the extent required by Law or by a lawful requirement of any Proper Authority;
- (b) if required in connection with legal proceedings;
- (c) for public accountability reasons, including disclosure on request to other government agencies, and a request for information by Parliament or a Parliamentary Committee or a Commonwealth Minister; or
- (d) for any other requirement of the Commonwealth relevant to the administration of this Agreement.

23.8 National E-Health Transition Authority

The Organisation must adhere to the National E-Health Transition Authority specifications and Standards Australia Health Informatics Standards within 24 months of publication.

23.9 Personally Controlled Electronic Health Record

In the event that a Personally Controlled Electronic Health Record becomes operational, the Organisation must ensure the use of a Personally Controlled Electronic Health Record for consumers who have given consent to do so, within 24 months of the Personally Controlled Electronic Health Record becoming operational

24. Compliance with Laws and policies

24.1 Obligations

The Organisation must, in carrying out this Agreement, comply with:

- (a) the provisions of any relevant Laws statutes, regulations, by-laws, and requirements of any Proper Authority; and
- (b) any policies notified to the Organisation in writing by the Commonwealth.

24.2 Application of clause 24.3

If the Funding provided under this Agreement is

- (a) \$5 million or more; and
- (b) represents at least 50% of the total construction value of the Works,

then the Organisation must comply with clause 24.3. In all other cases, the Organisation must use reasonable endeavours to comply with clause 24.3.

24.3 BCII Act

- (a) In the performance of the Project, the Organisation must comply with the requirements of the Code and the Implementation Guidelines.
- (b) Subject to the exclusions specified in the Building and Construction Industry Improvement (Accreditation Scheme) Regulations 2005, the Organisation must ensure that any contract will not be entered into with a builder for building work, as defined in section 5 of the BCII Act, relating to the Project, if the builder is not accredited under the OHS Accreditation Scheme, at the time the contract for building work is to be entered into.
- (c) The Organisation must ensure that any building contract to which clause 24.3(b) applies requires the builder to remain accredited under the OHS Accreditation Scheme while carrying out the building work relating to the Project.
- (d) Compliance with the Code and the Implementation Guidelines, or the OHS Accreditation Scheme does not limit or affect the Organisation's

25. Disputes

25.1 Dispute resolution

- (a) Subject to clause 25.2, the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which has not been resolved by informal discussion, until the procedure provided by this clause has been followed.
 - (b) The Parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:
 - (i) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;
 - (ii) the Parties will try to resolve the dispute through direct negotiation, including by referring the matter to persons who have the authority to intervene and direct some form of resolution; and
 - (iii) if within 30 Business Days from the date of the notice issued under paragraph 25.1(b)(i):
 - A. there is no resolution of the dispute;
 - B. there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - C. there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the Parties may agree in writing before the expiration of the 15 Business Days,
- then, either Party may commence legal proceedings.

25.2 When clause 25.1 does not apply

Clause 25.1 does not apply where:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by the Commonwealth under, or purportedly under, clauses 8, 13, 18 or 19; or
- (c) a Proper Authority is investigating a breach or suspected breach of the Law by the Organisation.

25.3 Obligations continue

- (a) Subject to clause 25.3(b), despite the existence of a dispute, both Parties must continue to perform their respective obligations under this Agreement.

- (ii) if sent by pre-paid post on the third Business Day after the date of posting; and
- (iii) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

27.2 Survival of provisions

Termination or expiry of this Agreement for any reason does not extinguish or otherwise affect:

- (a) any rights of either Party against the other which:
 - (i) accrued prior to the time of termination or expiry; or
 - (ii) otherwise relate to or may arise at any future time from any breach of non-observance of obligations under this Agreement which arose prior to the time of termination or expiry; and
- (b) the provisions of this Agreement which by their nature survive expiry or termination, including clauses 5, 11.2, 11.7, 13, 14, 18.2, 18.3, 19, 20, 21, 23 and 27.8.

27.3 Jurisdiction

This Agreement is to be interpreted in accordance with the Laws of the jurisdiction in which the Project is undertaken. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

27.4 Entire Agreement

To the extent permitted by Law, in relation to its subject matter, this Agreement:

- (a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and
- (b) supersedes any prior written or other agreement, negotiations, understanding, representations or communications of the Parties.

27.5 Variation and Waiver

- (a) This Agreement may only be varied by a document signed by each party.
- (b) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise of enforcement of, a right, power or remedy provided by Law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by Law or under this Agreement.
- (c) A waiver or consent given by a party under this Agreement is only effective and binding on that party if it is given or confirmed in writing by that party.
- (d) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

Schedule 1 Particulars

1. Project

1.1 The Project

The Project consists of: [to be completed with the broad capital works proposed]

1.2 The Project Aim

The Project Aim is to deliver, through the [to be completed with the broad capital works proposal], completion of the Works and the use of the Works and the Property for the Designated Use throughout the Designated Use Period so as to achieve the Project Aim.

1.3 Program Objectives

The Program Objectives are as follows:

- (a) GP Super Clinics provide their patients with *well integrated multidisciplinary patient centred care*. GP Super Clinics will support their patients, particularly those with, or at risk of, chronic disease(s), with the option of receiving the full range of health services they need in a coordinated manner, where possible and appropriate, in a single convenient location. Underpinning this care will be integrated models of clinical governance and shared care protocols, as well as a strong focus on supporting patient self management.
- (b) GP Super Clinics are *responsive to local community needs and priorities, including the needs of Aboriginal and Torres Strait Islander peoples and older Australians in Residential Aged Care Facilities and community based settings*. Ensuring GP Super Clinics will address local needs and priorities and have local community support will be a key element of the establishment process. As part of a demonstrated long term commitment to local health care services, organisational governance arrangements for the clinics will need to provide for ongoing community engagement and input.
- (c) GP Super Clinics will provide *accessible, culturally appropriate and affordable care* to their patients. While health professionals will retain their autonomy over billing, GP Super Clinics will be strongly encouraged to bulk bill MBS funded services.
- (d) GP Super Clinics will provide *support for preventive care*, including promotion of healthy lifestyles, addressing risk factor and lifestyle modification to prevent chronic disease and improving early detection and management of chronic disease.
- (e) GP Super Clinics will demonstrate *efficient and effective use of Information Technology*. This would include an electronic clinical information system that can make patients' medical records available (with patient consent) to all practitioners (including allied health professionals) at the GP Super Clinic and to external providers as appropriate.

4. Commencement of the Works

The Organisation must commence the Works on or before [date as agreed].

5. Date for Practical Completion of the Works

The date by which Practical Completion of the Works must be achieved is on or before [date as agreed].

6. Funds

6.1 Total Amount of Funds

- (a) The maximum amount of Funds payable by the Commonwealth under this Agreement will be the lesser of the amount required to complete the Project and [grant amount inc GST].

6.2 Capital Works Funds

- (a) The Commonwealth will pay [grant amount] (inclusive of GST) to the Organisation in the form of Capital Works Funds to support the construction of the Works, payable in the instalments specified in the Deliverables and Milestone Schedule.
- (b) The Commonwealth will pay the Capital Works Funds in accordance with clause 8.1.

6.3 Recurrent Funds

- (a) The Commonwealth will pay up to a total of \$amount (inclusive of GST) to the Organisation in the form of Recurrent Funds to cover additional personnel costs (incurred within four years of the date of this Agreement) associated with the implementation of integrated, multidisciplinary, team based approaches to the delivery of health care services from the GP Super Clinic and in accordance with the arrangements described in the National Program Guide.
- (b) The procedures and requirements for the payment of the Recurrent Funds are as follows:
 - (i) The Organisation must submit a correctly rendered invoice for payments of Recurrent Funds. Such invoices must detail the expenses incurred by the Organisation for which payment of Recurrent Funds is sought (refer clause 8.2(c)); and
 - (ii) The Organisation must provide a statement of verification by the Organisation's Project Contact that the expenses in the invoice have been properly incurred by or on behalf of the Organisation in accordance with this Agreement and meet the requirements of clause 8.2 and the National Program Guide.
 - (iii) Invoices for Recurrent Funds must be provided quarterly unless otherwise agreed with the Commonwealth.

Email:

- (b) The Organisation's Project Contact will be the person occupying the position of:

To be completed

8. Specified Personnel Positions

The Specified Personnel Positions for the purposes of this Agreement are:

- o Architectural Services
- o Project Manager
- o Consulting Engineers
- o Quantity Surveyor

9. Insurance

9.1 The construction of the Works

- (a) The Organisation must obtain and maintain the following insurance up until Practical Completion of the Works in accordance with clause 21.1:

- (i) contract works policy covering loss or damage to the Works and any temporary work including materials stored off-site or in transit, for the full reinstatement and replacement cost of the Works including:

- A. the full amount of the cost to the Organisation to construct the Works ("**Works Cost**");
- B. an amount reasonably providing for additional costs of demolition and of removal of debris (to be not less than 10% of the Works Cost);
- C. a further amount reasonably sufficient for consultants' fees (to be not less than 5% of the Works Cost); and
- D. an amount providing for escalation costs incurred including those costs as may be incurred (during any period of reinstatement or replacement) during the period up to Practical Completion,

and the Organisation must ensure that the policy specified in this Item 9.1(a)(i) notes the interest of the Commonwealth;

- (ii) public and products liability policy covering legal liability (including liability assumed under contract) for loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Works, for the sum of \$20 million for any one occurrence;
- (iii) if asbestos decontamination work is required as part of the Works, an asbestos liability policy in respect of the risks

Insurance levels for health professionals

Type of Insurance	Level of cover
Professional Indemnity	\$10 million
Public Liability	\$10 million
Workers Compensation	To an amount required by law

10. Other contributions

10.1 Organisation's contribution

To be completed as appropriate

10.2 Identified Third Party Contributors

To be completed as appropriate

11. Assets

The Organisation must acquire the following Assets with the Funds:

To be completed as appropriate

12. Special conditions

The following special conditions apply for the purposes of this Agreement:

To be completed as appropriate

13. Repayment amount

The repayment amount will be calculated according to the following formula:

$$\text{Repayment} = F - (F \times Y / \text{DUP})$$

where:

F is the total of all Funds paid by the Commonwealth to the Organisation plus any interest earned on those Funds, but excluding all monies that have been previously recovered from the Organisation by the Commonwealth at the date that the formula is applied;

Y is the number of completed years since the commencement of the Designated Use Period (or if the Designated Use Period has not yet commenced Y is zero); and

DUP is the number of years in the Designated Use Period.

Executed as a deed.

**Executed by Commonwealth of
Australia as represented by the
Department of Health and Ageing ABN
83 605 426 759** by and in the presence of:

Signature of Witness

Name of Witness in full

Executed by [to be completed]
by and in the presence of:

Signature of Witness

Name of Witness in full

Signature of Authorised Person

Name of Authorised Person in full

Signature of Authorised Person

Name of Authorised Person in full

Project Commencement	<p>The Organisation must provide the Commonwealth with:</p> <ol style="list-style-type: none"> 1. the Preliminary Project Plan and Budget (clause 3.1(b)(i)); 2. a Risk Management Plan; 3. Certificates of Currency for Professional Indemnity Insurance for Architect and any other consultants (clause 21.1(a) and Item 9.1(b) of Schedule 1); 4. contract for Architectural services; and 5. details of the independent Construction Project Manager (clause 4.2(a)). 		
Seeking regulatory Approvals	<p>The Organisation must notify the Commonwealth:</p> <ol style="list-style-type: none"> 1. that the Organisation is ready to seek Development Approval; and 2. whether and, if so, what variations have been made or are necessary to make to the Works to the Preliminary Project Plan and Budget (clause 4.8). 		
Construction Tender	<p>The Organisation must:</p> <ol style="list-style-type: none"> 1. provide the Construction Ready Project Plan and Budget (clause 3.1(b)(ii)); 2. provide the Commonwealth with a copy of the Development Approval (clause 3.4); 3. notify the Commonwealth that the Organisation is ready to release the tender for the Works; 4. notify the Commonwealth whether and, if so, what variations have been made or are necessary to make to the Works and the Preliminary Project Plan and Budget (clause 4.8) 5. provide the Commonwealth with a quantity surveyor's estimate; and 6. provide evidence that the proposed building contract contains the required clauses relating to the BCII requirements (clause 24.3). 		
Award of tender	<p>The Organisation must provide the Commonwealth with:</p> <ol style="list-style-type: none"> 1. the details of the selected building contractor; 2. a certified copy of the executed building contract; 		

Financial Acquittals and Report	<p>The Organisation must provide the Commonwealth with:</p> <ol style="list-style-type: none"> 1. a Construction Progress Report (clause 11.5); 2. a Financial Acquittal (clause 11.6); and 3. a statement of the bank account(s) balance (clause 9(e)). 		
Midpoint of construction	<p>The Organisation must provide the Commonwealth with:</p> <ol style="list-style-type: none"> 1. certification by the Construction Project Manager that the midpoint of construction has been achieved (clause 4.2(a)); 2. confirmation that no extensions of time have been sought by building contractor (if an extension of time has been sought, the Organisation must additionally provide the Commonwealth with: <ul style="list-style-type: none"> • a copy of the extension of time request; and • a revised Risk Management Plan which deals with extension of time issues; 3. Site photographs. 		
Financial Acquittals and Report	<p>The Organisation must provide the Commonwealth with:</p> <ol style="list-style-type: none"> 1. a Construction Progress Report (clause 11.5); 2. a Financial Acquittal (clause 11.6); and 3. a statement of the bank account(s) balance (clause 9(e)). 		
Start up and operational arrangements	<p>The Organisation must provide the Commonwealth with:</p> <ol style="list-style-type: none"> 1. the Operational Plan (clause 3.5); and 2. the communication strategy for the GP Super Clinic which meets the requirements of clause 15 and must include: <ul style="list-style-type: none"> • the proposed name and signage for GP Super Clinic; • a marketing plan for the GP Super Clinic; • website details for the GP Super Clinic; and • the commencement of services / formal launch timeline. 		

		expended or retained Funds pursuant to this Agreement, or within 60 Business Days of the earlier termination of this Agreement	
Operational Phase Annual Reports	The Organisation must provide the Commonwealth with the Operational Phase Annual Report (clause 11.5).	The Operational Phase Annual Reports must be provided within 60 Business Days (3 months) of each anniversary of the Date of Practical Completion during the Term of this Agreement.	
Operational Phase Final Report	The Organisation must provide the Commonwealth with the Operational Phase Final Report (clause 11.5).	The Operational Phase Final Report must be provided within 60 Business Days after the expiry of the Designated Use Period, or within 60 Business Days of the earlier termination of this Agreement	