

Health Infrastructure Enabling Regulation 2023

Subordinate law SL2023–11

made under the

Health Infrastructure Enabling Act 2023, s 28 (Regulation-making power)

EXPLANATORY STATEMENT

Introduction

This explanatory statement relates to the *Health Infrastructure Enabling Regulation 2023* (the Regulation) as presented to the ACT Legislative Assembly.

This explanatory statement is to be read in conjunction with the Regulation. It is not a complete description but provides information about the intent of the provisions in the Regulation.

It has been prepared to assist the reader of the Regulation. It does not form part of the Regulation or the Act, has not been endorsed by the Assembly and is not to be taken as providing a definitive interpretation of the meaning of a regulation.

Overview

The purpose of the Regulation is to support the introduction of the *Health Infrastructure Enabling Act 2023* (the Act) as a Territory law.

The Act, if enacted, will allow the Territory to acquire part of Block 1 Section 1 Division of Bruce for the purposes of building the new public hospital and will give the Territory certainty over the land for the new building as well as the future expansion of public hospital services on the Bruce campus over time. The Act will also terminate the Calvary Network Agreement (CNA). The Act will ensure the acquisition of the public hospital land, and the termination of the CNA will be on just terms.

Matters relating to compensation and other terms arising from the termination of the CNA will be subject to ongoing discussions between the ACT Government and Calvary. If the Bill is enacted, the Regulation will be made under the Act to provide a framework for determining just terms for the acquisition of the land and termination of the CNA. They will also provide a mechanism to transition Calvary Public Hospital Bruce employees, assets, and services to the Territory.

Human Rights Implications

It is not considered that any provision of the Regulation unreasonably limits an individual's human rights. If an individual's human rights are limited, any limitation is reasonable and justified.

The preamble to the Human Rights Act 2004 (HR Act) states that few rights are absolute and that they may be subject only to the reasonable limits in law that can be demonstrably justified in a free and democratic society. This is further reflected in section 28 of the Human Rights Act with subsection (2) stating that in deciding whether a limit on a human right is reasonable, all relevant factors must be considered, including:

- the nature of the right affected;
- the importance of the purpose of the limitation;
- the nature and extent of the limitation;
- the relationship between the limitation and its purposes; and
- any less restrictive means reasonably available to achieve the purpose the limitation seeks to achieve.

Right to work and other work-related rights

Section 27B provides that everyone has the right to work, including the right to choose their occupation or profession freely and to enjoy the rights in section 27B without discrimination.

Section 27B may be read as an obligation on Government to enforce laws banning forced labour and to ensure non-discrimination practises are enforced by employers within the scope of the Human Rights Act.

This right is potentially engaged and limited by the Bill to the extent that it will affect the employment of employees and individual contractors of Calvary Public Hospital Bruce. Any limitations of this right are considered reasonable and necessary to achieve the legitimate objective of ensuring the safe and orderly transition of the operation of the public hospital to the Territory and continuity of the operation and service delivery standards at the hospital.

The Bill and the details of the Regulation provide safeguards for the transfer and/or novation of employment under the *Public Sector Management Act 1994* (PSM Act). The Territory values the work of all employees at Calvary Public Hospital Bruce. These employees will be offered employment with the Territory in accordance with the PSM Act and will continue to have contractual rights as their employment is transferred to the Territory.

There may be a small number of individuals who may not be eligible for employment under the PSM Act. Where required, the Territory will work with Calvary to ensure appropriate notice and support is given to employees not eligible for employment with the Territory during the transition period. These employees will retain all existing employment rights in relation to their employment by Calvary.

The Bill and the Regulation provides for the Territory to novate any existing services and supply contracts from Calvary to the Territory. This, by extension, gives support to the Territory's intent to minimise any disruption to the operations of Calvary Public Hospital Bruce, including the operations of third-party suppliers.

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CLAUSE NOTES

PART 1 PRELIMINARY

Part 1 deals with formal matters including commencement.

CLAUSE 1 NAME OF REGULATION

This is a technical clause and sets out the name of the Regulation as the *Health Infrastructure Enabling Regulation 2023*.

CLAUSE 2 COMMENCEMENT

This clause enables the Regulation to commence on the day of the commencement of the *Health Infrastructure Enabling Act 2023*.

CLAUSE 3 DICTIONARY

This is a technical clause and states that the Dictionary at the end of the Regulation is part of the Regulation.

CLAUSE 4 NOTES

This is a technical clause and states that a note included in the Regulation is explanatory and does not form part of the Regulation.

PART 2 OPERATION OF PUBLIC HOSPITAL

Part 2 deals with matters relating to transfer of the operation of the public hospital, including offers of employment by the Territory to public hospital employees and the novation of assignment of contracts from Calvary to the Territory.

CLAUSE 5 PUBLIC HOSPITAL EMPLOYEES

This clause states that the head of service must make a written offer of employment to each public hospital employee who meets all of the following criteria:

- a) They are a public hospital employee immediately before the acquisition day;
- b) They are eligible under the Public Sector Management Act 1994;

- c) Section 138 of the Public Sector Management Act 1994 does not apply to them;
- d) they are not ineligible because of an industrial agreement to be re-employed following the payment of a voluntary redundancy payment;
- e) They have not accepted a redundancy payment or similar from Calvary or a related corporation in relation to their employment as a public hospital employee.

The offer must be on terms that are as close as possible to the terms they were employed under immediately before the day their employment with Calvary or a related corporation ends. The offer is conditional on the public hospital employee accepting the offer before the acquisition day or any later day notified in writing by the head of service.

This clause states that for any public hospital employee who accepts an offer of employment with the Territory, they will be taken to resign their employment with Calvary on the acquisition day, unless otherwise agreed in writing, and that the Territory becomes liable for any entitlement the employee has accrued, or otherwise has a right to and will recognise the employee's prior public hospital employment for leave and other entitlements. The Territory is liable for any redundancy or similar payment (not including accrued annual leave, long service leave, personal or other leave) payable in accordance with the law by Calvary to a public hospital employee and any loss or expense Calvary or a related corporation incurs as a result of the Territory not complying with subclause 4 (b) or (c).

This clause states that an amount for which the Territory is liable for in relation to any redundancy or similar payment under subclause (4) (b) will be considered when working out the compensation Calvary is entitled to.

This clause states that these provisions do not apply to an offer of employment with the Territory:

- a) The application of the conditions on the head of service's power to employ a person in the Public Sector Management Act 1994 (section 25);

- b) The application of merit and Equity Principles in the Public Sector Management Act 1994 (section 27);
- c) The application of the conditions on the head of service's power to appoint a person to an office in the Public Sector Management Act 1994 (section 68);
- d) The selection process in the Public Sector Management Standards 2016 (part 2).

CLAUSE 6 PRESCRIBED INDUSTRIAL AGREEMENTS

This clause lists the industrial agreements that are prescribed in the Regulation for the purpose of the definition of any other person who is a public hospital employee. – The industrial agreements are as follows:

- a) the *Administrative and Related Classifications Enterprise Agreement 2021-2022*;
- b) the *Health Professionals Enterprise Agreement 2021-2022*;
- c) the *Infrastructure Services Enterprise Agreement 2021-2022*;
- d) the *Support Services Enterprise Agreement 2021-2022*;
- e) the *Technical and Other Professional Enterprise Agreement 2021-2022*;
- f) the *Medical Practitioners Enterprise Agreement 2021-2022*;
- g) the *Nursing and Midwifery Enterprise Agreement 2020-2022*; and
- h) any other agreement, including any agreement replacing an agreement mentioned in paragraphs (a) to (g) before the acquisition day, declared by the head of service.

If the head of service declares another agreement or a replacement agreement under (1) (h) (before the acquisition date) that declaration is required to be a notifiable instrument, notified on the ACT Legislation Register.

CLAUSE 7 PUBLIC HOSPITAL CONTRACTS

This clause states that the Territory must notify Calvary in writing which public hospital contracts that the Territory proposes to have novated or assigned to it. These are the ***nominated contracts***. Calvary must use all reasonable endeavours to make sure that the Territory receives the full benefit of the nominated contracts.

This clause states that the Territory must assume the rights and liabilities under each nominated contract and co-operate with Calvary in any reasonable arrangements to transfer these contracts to the Territory.

This clause sets out what will happen if a nominated contract is not assigned or novated to the Territory (a **residual nominated contract**). Calvary must account to the Territory any benefit it receives from the contract and do anything reasonably required by the Territory to ensure the benefits of the contract transfer to the Territory. Calvary must hold the benefit of the contracts in trust for the Territory and deal with the contract only as directed by the Territory.

This clause states that the Territory may give (no less than 7 days) written notice to Calvary and the third party that they intend to novate the residual nominated contract. The Territory may only give this notice if it considers novating the residual nominated contract is necessary for the safe and orderly transition of the operation of the public hospital to the Territory or, the continued operation and maintenance of service delivery standards at the public hospital.

This clause states that if the Territory gives notice to Calvary and a third party of an intention to novate a residual nominated contract under subclause (5)—

- a) The contract is novated on the day stated in the notice
- b) The third party may at any time 6 months after the contract is novated by the Territory, or by any other period stated in the notice, terminate the contract by 14 days written notice; and
- c) If the third party terminates the contract under (b), the third party will not be liable to the Territory for breach of the contract or for any other compensation to the Territory because of the termination.

This clause provides that Calvary is liable for any liability, loss or expense the Territory incurs due to a default or breach by Calvary or a related corporation of a nominated contract before the day the contract is assigned to, novated to, or held in trust for the Territory. It also provides that the Territory is liable for any liability, loss or expense Calvary or a related corporation incurs due to a default or breach by the Territory of a nominated contract after the day the contract is assigned to, novated to or held in trust for the Territory.

PART 3 AMENDMENT OF THE CROWN LEASE

CLAUSE 8 AMENDMENT OF CROWN LEASE—ACT, S 19 (1) (B)

This clause amends the Crown lease as set out in schedule 1.

PART 4 COMPENSATION

Division 4.1 Preliminary

CLAUSE 9 DEFINITIONS—PT 4

This clause defines terms used in part 4 of the Regulation.

Division 4.2 Acquisition of Calvary's interest in the public hospital land

CLAUSE 10 MATTERS RELEVANT TO WORKING OUT COMPENSATION— CALVARY'S INTEREST IN THE PUBLIC HOSPITAL LAND

This clause and its parts are about matters that may be relevant to working out the amount of compensation for Calvary's interest in the public hospital land. These include—

- a) The market value of the Crown lease for the hospital land on the acquisition day taking into account –
 - I. the Crown lease and preceding Crown lease for the hospital land were given to Calvary for no charge and nominal rent was payable;
 - II. the Crown lease, as amended under the Act, continues to be held by Calvary for no charge and for nominal rent;
 - III. Certain buildings and improvements on the hospital land and capital items were funded by the Territory, the Commonwealth or entities other than Calvary or a related corporation;
- b) The acquisition day value of any financial advantage to Calvary in addition to the market value of the Crown lease for the hospital land (incidental to Calvary's interest in the hospital land);
- c) Any reasonable increase or decrease in the value of the private hospital land or buildings (or other improvements) directly caused by—
 - I. The removal of the public hospital land from the Crown lease; or

- II. The development of a new public hospital on the public hospital land;
- d) Any costs reasonably incurred by Calvary because of a direct and reasonable consequence of complying with its obligations under the Act;
- e) Any other loss, injury or damage suffered, or expense reasonably incurred, by Calvary as a direct and reasonable consequence of the acquisition.

This clause states that Calvary must mitigate any loss, injury or damage suffered, or expense reasonably it incurs as a result of the acquisition of Calvary's interest in the public hospital land.

CLAUSE 12 MATTERS EXCLUDED FROM COMPENSATION – Calvary's interest in the public hospital land

This clause outlines the matters that must be excluded when working out compensation under division 4.2 of the Regulation, these are:

- a) costs arising from the termination or variation of an agreement or other arrangement between Calvary and a related corporation;
- b) matters for which compensation is given or is excluded from being given, under another provision in the Regulation, the Act or another territory law.

CLAUSE 12 HOSPITAL LAND SUBJECT TO SECURITY

This subclause (1) states that the compensation for the acquisition of Calvary's interest in the public hospital land is determined as if the interest had not been subject to any security.

This subclause (2) states that if compensation is payable to a securityholder, the compensation payable to Calvary is reduced by an equivalent amount payable to the securityholder as worked out under division 4.3 of the Regulation.

Division 4.3 Acquisition of security rights

CLAUSE 13 MATTERS RELEVANT TO WORKING OUT COMPENSATION – SECURITY RIGHTS

This subclause (1) sets out the matters relevant to working out compensation for the acquisition of a security right under a security (the **relevant security**). They include—

- a) the amount reasonably determined to reflect the value of the impact of the acquisition of the security right on the debt arrangements which are secured by the relevant security;
- b) any other costs reasonably incurred by the securityholder as a direct and reasonable consequence of the acquisition.

This subclause (2) states that Calvary and any securityholder must take all reasonable steps to minimise any loss, injury or damage suffered, or expense reasonably incurred because of the acquisition of the security right.

CLAUSE 14 MATTERS EXCLUDED FROM COMPENSATION – SECURITY INTERESTS

This clause states that a matter for which compensation is given, or is excluded from being given, under another provision of the Regulation, the Act or another territory law is a matter excluded from compensation under division 4.3 of the Regulation.

CLAUSE 15 SECURITYHOLDER MAY WAIVE RIGHTS IN RELATION TO SECURITY RIGHTS

This subclause (1) states that the securityholder may, in writing, waive the securityholder's right to any compensation under the Act in relation to the acquisition of a security right.

This subclause (2) states that the Territory may, by written notice, require the securityholder to make a claim under division 4.5; or waive the right to compensation.

If a securityholder does not, within 30 days of receiving a written notice under subclause (2) (or any further period the Territory allows in writing), make a claim for compensation, the securityholder is taken to have waived the right to compensation in relation to the acquisition of the security right.

A securityholder who waives the right to compensation is precluded from recovering any compensation from the Territory or the Commonwealth in relation to the acquisition, however, they do retain, in relation to the security right, any right or remedy they may have against Calvary; or in relation to any interest in the public hospital land, public hospital assets or network agreements that is still subject to the security.

Division 4.4 Acquisition of miscellaneous interests

CLAUSE 16 APPLICATION

This clause states that this division 4.4 applies to an acquisition of an interest (a ***miscellaneous interest***) other than an acquisition of—

- a) Calvary's interest in the public hospital land; or
- b) a security right.

CLAUSE 17 MATTERS RELEVANT TO WORKING OUT COMPENSATION – MISCELLANEOUS INTERESTS

This subclause (1) lists the matters that may be relevant to working out the amount of compensation for an acquisition of a miscellaneous interest, which include the following:

- a) except in a case to which paragraph (b) applies—
 - i. the market value of the interest on the acquisition day taking into account certain assets used for or related to the public hospital may have been funded by the Territory, the Commonwealth or entities other than Calvary or a related corporation; and
 - ii. the value, on the acquisition day, of any financial advantage to the person, additional to market value, incidental to the person's interest; and
 - iii. the impact caused by the acquisition on any other interest ancillary to the person's interest;
- b) if the person's interest was diminished, but not extinguished, by the acquisition—the loss suffered by the person because of the diminution of the person's interest;

- c) any loss, injury or damage suffered, or expense reasonably incurred, by the person as a direct and reasonable consequence of the acquisition.

This subclause (2) requires a person to minimise any loss, injury or damage suffered, or expense reasonably incurred by them because of the acquisition of the person's interest. An example includes exercising rights to claim under an insurance policy, indemnity or contract.

CLAUSE 18 MATTERS EXCLUDED FROM COMPENSATION – MISCELLANEOUS INTERESTS

This clause outlines the matters in relation to which compensation must not be given under this division 4.4:

- a) costs arising from the termination or variation of an agreement or other arrangement between Calvary and a related corporation,
- b) a matter for which compensation is given or is excluded from being given under other provisions of this Regulation, the Act or under another Territory law.

CLAUSE 19 MISCELLANEOUS INTEREST SUBJECT TO SECURITY

This subclause (1) applies if a miscellaneous interest is acquired from a person (the **owner**) under the Act and if immediately before the acquisition day, the interest was subject to a security.

This subclause (2) and (3) state that, as a general rule, the compensation will be determined as if the interest had not been subject to any security and that the compensation payable to Calvary is reduced by the equivalent compensation payable to the securityholder under Part 4 of the Regulation.

Division 4.5 Claims for, and offers of compensation

CLAUSE 20 CLAIMS FOR COMPENSATION – GENERALLY

This clause describes how a person who considers they are entitled to be paid compensation under the Act may make a claim for compensation under this division

4.5 of the Regulation. The time frame to make a claim is within 12 months from the acquisition day or a later date stated in a notice from the Minister.

The clause states that if a claim is not made in the timeframe in subclause (2) the person is taken to have waived the right to compensation in relation to the acquisition. If a person waives the right to compensation under subclause (3), they are precluded from recovering any compensation from the Territory or the Commonwealth in relation to the acquisition; but retain, in relation to the security, any right or remedy that the person may have against Calvary or a related corporation.

Subclause (5) requires that a notice from the Minister under subclause (2)(b), that the timeframe to make a claim has been extended, is a notifiable instrument and required to be notified on the ACT Legislation Register.

CLAUSE 21 HOW CLAIMS MUST BE MADE

This clause sets out the formal requirements for making a claim for compensation.

The claim is taken to be made only when given to the director-general and the person may withdraw their claim by written notice to the director-general, and if withdrawn, it is as if the claim had never been made. The director-general may determine further requirements for how a claim must be made which must under this clause, which must be a notifiable instrument, notified on the ACT Legislation Register.

CLAUSE 22 TERRITORY MAY REQUEST FURTHER INFORMATION ABOUT CLAIMS

This clause states that the director-general may request information reasonably considered to be needed to decide a claim within a stated period.

CLAUSE 23 TIMEFRAME FOR DECIDING INITIAL CLAIMS

This clause states that the director-general must decide a claim within 12 weeks after receiving the claim or after information request by the director-general under clause 22 has been provided. The claimant may agree to an extension of the 12 week period before the end of the period.

CLAUSE 24 EARLY COMPENSATION ARRANGEMENTS

This clause concerns the making of early compensation arrangements and states that the Territory may make a payment to a claimant or do any other thing on account of compensation that may—

- a) Become payable under division 4.5;
- b) Be required to be done by the Territory under division 4.5;
- c) Assist to mitigate the impacts of the acquisition on the claimant in the period before compensation is given.

Any early payment does not mean the Territory accepts any claim and does not constitute an acceptance of any offer made by the Territory under division 4.5.

CLAUSE 25 EFFECT OF COMPENSATION CLAIM IN RELATION TO ACQUISITION OF SECURITY RIGHTS

This clause 25 applies if—A security right has been acquired by the Territory from a securityholder and the securityholder makes a claim for compensation in relation to the acquisition.

The acquisition (referenced in subclause (1)) is taken, on the acquisition day, to have—

- a) discharged and released the public hospital land, public hospital assets and Calvary's interests in the network agreements from the security; and
- b) discharged and released the liability of Calvary under the security to the extent attributable to the public hospital land, public hospital assets and Calvary's interests in the network agreements; and
- c) discharged and released Calvary and its related corporations from the obligation to pay or repay to the securityholder an amount equal to the amount of compensation paid to or for the account of the securityholder.

On the giving of the compensation to the securityholder, the securityholder must, if required by Calvary and at the expense of Calvary, execute a discharge to the extent provided for above.

CLAUSE 26 AMOUNT PAID IN RELATION TO SECURITY RIGHTS EXINGUSIHED BY S 25

This clause makes a securityholder liable to repay any amounts paid to or recovered by the securityholder under a security, in relation to liability that has been discharged (or taken to be discharged) under clause 25, to the person who paid it and allows the Territory to deduct that amount from the compensation payable to the securityholder and pay it to the person who paid that amount the amount that has not been repaid. If the Territory makes such a payment, it is taken to have been made in discharge of the obligation of the securityholder to repay the amount.

CLAUSE 27 TERRITORY MUST ACCEPT OR REJECT CLAIM FOR COMPENSATION

This clause states that if the Territory is satisfied that the interest stated in a claim has been acquired, it must make an offer, in writing, of compensation to the claimant. This offer must state that the claim is accepted and explain how the compensation was, or will be, calculated.

If the Territory does not consider that an interest has been acquired from the claimant under the Act it must, in writing, notify the claimant that it was rejected and the reasons why.

If the Territory has not given the claimant notice under this clause, within the timeframe in clause 23, that the claim is accepted or rejected, the Territory is taken to have rejected the claim.

CLAUSE 28 CLAIMANT MAY ACCEPT OR REJECT TERRITORY'S COMPENSATION OFFER

This clause explains how the claimant may respond to a written offer of compensation made under clause 27. The claimant may, in writing to the director-general, accept or reject the offer, or reject the offer and state the amount that believe they are entitled to and how the amount is workout out. If the claimant has not given notice within 30 days after the Territory makes an offer of compensation, they are taken to have rejected the offer.

CLAUSE 29 TERRITORY MUST RECONSIDER OFFER AND MAKE FINAL OFFER

This clause states that if the director-general receives a notice rejecting a compensation offer or is taken to have rejected an offer under clause 28(2), then the Territory must reconsider the amount of compensation offered, the information included in the claimant's notice and, within 12 weeks, give the claimant a written final offer of compensation. The Territory must state how the compensation in the final offer was worked out.

The claimant must accept or reject the final offer in writing to the director-general.

If the claimant has not given notice within 30 days after the Territory makes the final compensation offer, they are taken to have rejected the offer.

Division 4.6 Payments etc of compensation

CLAUSE 30 PAYMENT ETC OF COMPENSATION

If a claimant accepts an offer of compensation under clause 28(1)(a) or 29(3), the amount of compensation given to the claimant under section 10 of the Act in relation to an acquisition, is the amount stated in the accepted offer less any compensation amount paid early under clause 24.

The Territory must pay the compensation as soon as practicable after the claimant has produced, surrendered and executed all deeds and documents reasonably required by the Territory and complied with any other obligations required by the Act.

CLAUSE 31 INTEREST PAYABLE ON COMPENSATION – ACQUISITION OTHER THAN SECURITY RIGHTS

This clause applies if the Territory is liable to pay a monetary component of compensation under this part, other than a security right. The Territory must pay the claimant interest on the compensation amount at the relevant rate for the month when the Territory becomes liable to pay compensation and this clause outlines how interest is to be worked out. Subclause (5) states that interest is not payable otherwise than in accordance with this clause 31.

CLAUSE 32 INTEREST PAYABLE ON COMPENSATION – SECURITY RIGHTS

This clause applies if the Territory is liable to pay compensation to a claimant under this part in relation to the acquisition of security right.

The Territory must pay interest at the lowest rate on the amount of principal secured under the security. This applies from the date of acquisition to the day compensation is paid or the day compensation would have been paid but for a delay arising from the default or delay caused by the claimant.

If the claimant has rejected a final offer, or is taken to have rejected the final offer, and the amount of compensation payable under this division is less than the final offer, the period for which interest is payable under subclause (2) does not include the period from the day the claimant rejects (or is taken to have rejected) the offer and ends on the day the amount of compensation payable under this division is determined.

Interest is not payable on any part of the compensation other than as outlined in this clause.

Division 4.7 Dispute resolution

CLAUSE 33 EXPERT DETERMINATION

This clause outlines what will happen if there is a dispute between a claimant and the Territory.

The party in dispute must notify the other party in writing no later than 30 days after the dispute arises. Unless the Territory and the claimant otherwise agree, as soon as practicable after notice of a dispute has been given, an independent expert must be appointed to decide the dispute, with the dispute being referred promptly to the expert.

Legal proceedings about the dispute cannot commence until the independent expert has first decided the dispute.

The independent expert and the terms of their appointment must be agreed to, in writing, by both parties. If they cannot agree, then it will be a person notified in writing by a relevant professional body as declared by the Minister. The declaration

is a notifiable instrument and is required to be notified on the ACT Legislation Register.

If a dispute is referred to an independent expert, they must make their decision as an expert and based on all the information provided to them by both parties. They must give written reasons for the decision to both parties.

The decision of an independent expert is final and binding on the parties and may only be reviewed by a court of competent jurisdiction for legal error. A dispute under this clause does not include a question of law.

PART 5 Miscellaneous

CLAUSE 34 EFFECT ACQUISITION OF SECURITY RIGHT ON SECURITYHOLDER'S RIGHTS

This clause is about any security right that is taken to have been acquired by the Territory under the Act. The securityholder retains, in relation to any undischarged security, any right and remedy that they may have against Calvary or in relation to any interest that is still subject to the security.

CLAUSE 35 EXCLUDED PUBLIC HEALTH SERVICE—ACT, DICT, DEF *PUBLIC HEALTH SERVICE*, PAR (B)

The clause says that the palliative care facility known as Clare Holland House is excluded from the definition of *public health service* in the Act.

SCHEDULE 1 AMENDED CROWN LEASE

This schedule contains the textual amendments to the Crown Lease.