

NATIONAL PARTNERSHIP AGREEMENT FOR HEALTH INFRASTRUCTURE PROJECTS

An agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
 - New South Wales;
 - Victoria;
 - Queensland;
 - Western Australia;
 - South Australia;
 - Tasmania;
 - the Australian Capital Territory; and
 - the Northern Territory.

This Agreement will contribute to the delivery of specified health infrastructure projects.

National Partnership Agreement for Health Infrastructure Projects

OVERVIEW

Rationale

1. This National Partnership Agreement (the Agreement) has been developed to consolidate and replace previous stand-alone agreements for a number of health infrastructure projects.
2. Consolidation under this Agreement does not change funding levels, funding profiles or expiry dates for individual projects, but does reduce the frequency and detail of performance reporting required to demonstrate that agreed outputs have been met prior to payments being made. Accordingly, the frequency of payments is also reduced.
3. The outcome of this Agreement is a reduction in the overall reporting burden for all parties and recognition of the sovereignty of all governments. It recognises that States and Territories ('the States') meet high levels of public accountability through their own Parliaments and audit arrangements. This will give the States the flexibility to deliver projects within their jurisdictions, while remaining accountable for the funding. The outputs of individual projects are set out in Schedules to this Agreement ('Schedules').

Reporting arrangements

4. The States will report to the Commonwealth on a six-monthly basis in a standard format, on performance against project outputs and milestones as set out in Schedules.
5. Unless otherwise agreed, reports are required to be submitted via the Commonwealth Department of Health's Capital Works Reporting Online system as per the template at Attachment A.
6. Reporting will be limited to that which is required to demonstrate that agreed outputs, as measured by achievement against performance milestones and/or benchmarks, have been met.
7. The States can make use of any appropriate data sources to report on achievement of a milestone in advance of the standard six-monthly report, including existing State reporting mechanisms such as photographs and/or performance audit reports from Auditors-General. Where a milestone is met in advance of the due date, subject to the relevant performance report demonstrating that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.
8. The States will also prepare a stand-alone Final Project Report within 90 calendar days of practical completion of the final element of the projects as specified in the Project Plans. The Final Project Reports may be used for public information and dissemination purposes. The Final Project Report will:
 - (a) describe the conduct, benefits and outcomes of the Project(s); and
 - (b) evaluate the Project(s) from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved.

Financial contributions

9. The Commonwealth will provide financial contributions to the States in accordance with the Schedules to this Agreement. Payments will be made in arrears subject to the performance report demonstrating the relevant milestones have been met.
10. The Commonwealth's funding contributions will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.

FORMALITIES

11. This Agreement is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules.
12. General arrangements that apply to all projects are set out in the body of this Agreement. Specific arrangements for individual projects are set out in the Schedules to this Agreement.
13. On commencement of each Schedule, any previous corresponding stand-alone agreement will expire and will be replaced by the relevant Schedule for the remainder of the project.

Parties to this Agreement

14. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States.

Term of the Agreement

15. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire when all the Schedules expire, unless terminated earlier in writing.

Objective

16. The objective of this Agreement is to make strategic investments in the health system that will underpin major improvements in efficiency, access or outcomes of health care.

ROLES AND RESPONSIBILITIES

17. Under this Agreement, the Parties have specific roles and responsibilities, as outlined below. Any additional roles specific to individual projects will be outlined in the Schedules to this Agreement.
18. The Commonwealth agrees to be accountable for:
 - (a) monitoring and assessing achievement against payment milestones in the delivery of projects under this Agreement and in accordance with the project milestones specified in the Schedules that outputs are delivered within the agreed timeframe;
 - (b) providing a financial contribution to the States to support the implementation of this Agreement, as set out in Schedules to this Agreement;
 - (c) where applicable, in accordance with the *Fair Work (Building Industry) Act 2012*, ensuring that financial contributions to a building project or projects as defined under the *Fair Work (Building Industry – Accreditation Scheme) Regulations 2005*, are only made where a

builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted; and

- (d) where applicable, ensuring that compliance with the Building Code 2013 is a condition of Australian Government funding.
19. The States agree to be accountable for the following roles and responsibilities:
- (a) where applicable, providing financial and in-kind contributions to support the implementation of this Agreement;
 - (b) developing and providing to the Commonwealth a Project Plan as set out in clauses 22 to 25, for any new projects added to Schedules from time to time;
 - (c) all aspects of delivering on outputs assigned to the States for implementation as set out in Schedules to this Agreement;
 - (d) reporting on the delivery of outputs as set out in the Schedules to this Agreement;
 - (e) where applicable, ensuring that only a builder or builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (f) where applicable, ensuring that compliance with the Building Code 2013 is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth.
20. Before providing a Certificate of Practical Completion, the States will also be responsible for ensuring that the project will:
- (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that the State cannot reasonably fix, or by fixing, will significantly inconvenience users of the works;
 - (b) not cause any legal or physical impediment to the use and occupation of the property and the works for the designated use; and
 - (c) be fit for use for the designated use.
21. All parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

Project Plans

22. Project Plans are required for all new health infrastructure projects funded through this Agreement. Projects from previous stand-alone agreements already have Project Plans. Any new Project Plans will be agreed by senior Commonwealth and State officials and submitted to the Commonwealth Department of Health.
23. Project Plans typically include details on scope, project schedule, budget, project stakeholders, governance arrangements, communication plan, high level design plans and a risk management plan. The States have the flexibility to determine how to meet this requirement and can make use of any existing information or document prepared for another purpose.

24. Project Plans are flexible documents that may be varied over time to accommodate changed circumstances. Commonwealth officials should be notified of all variations to Project Plans.
25. Where variations will require subsequent changes to bilateral Schedules, such as changes to project outputs, project scope, payment milestones and funding profiles, these should be agreed by Commonwealth and State portfolio Ministers, as per clause 29.

GOVERNANCE

Project management risk

26. The States will not be required to pay a refund to the Commonwealth if the actual cost of a project is less than the agreed estimated cost of the project. Similarly, the States bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge this arrangement provides the maximum incentive for the States to deliver projects cost effectively and efficiently.

Enforceability of the Agreement

27. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

28. The body of this Agreement may be amended at any time by agreement in writing by all the Parties.
29. Schedules to this Agreement may be amended or added at any time by agreement in writing by all relevant Commonwealth and State portfolio ministers. Where amendments to Schedules are required for individual projects, arrangements for unaffected projects will remain unchanged.
30. A Party to the Agreement may terminate their participation in the Agreement, including all relevant schedules, or participation in a Schedule, at any time by notifying all the other Parties in writing.

Delegations

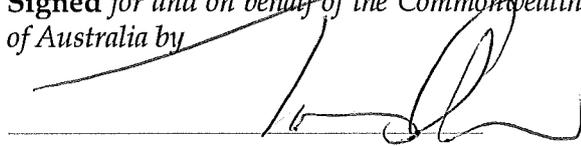
31. The Commonwealth Minister for Health is authorised to agree and amend Schedules to this Agreement and to certify that performance milestones and/or benchmarks set out in relevant Schedules have been achieved, so that payments may be made.
32. Respective State and Territory Ministers with responsibility for Health are authorised to agree and amend Schedules to this Agreement.
33. The Commonwealth Minister for Health may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

34. Any Party may give notice to other Parties of a dispute under this Agreement.
35. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
36. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the COAG Health Council.

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Tony Abbott MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

29 SEP 2014

Signed for and on behalf of the State of New South Wales by

Signed for and on behalf of the State of Victoria by

The Honourable Mike Baird MP
Premier of the State of New South Wales

[Day] [Month] [Year]

The Honourable Denis Napthine MLA
Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

Signed for and on behalf of the State of Western Australia by

The Honourable Campbell Newman MP
Premier of the State of Queensland

[Day] [Month] [Year]

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

Signed for and on behalf of the State of Tasmania by

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

The Honourable Will Hodgman MP
Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Signed for and on behalf of the Northern Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory

[Day] [Month] [Year]

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Tony Abbott MP

Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

Signed for and on behalf of the State of Victoria by

The Honourable Mike Baird MP

Premier of the State of New South Wales

[Day] [Month] [Year]

The Honourable Denis Napthine MLA

Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

Signed for and on behalf of the State of Western Australia by

The Honourable Campbell Newman MP

Premier of the State of Queensland

[Day] [Month] [Year]

19/10/2014

The Honourable Colin Barnett MLA

Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

Signed for and on behalf of the State of Tasmania by

The Honourable Jay Weatherill MP

Premier of the State of South Australia

[Day] [Month] [Year]

The Honourable Will Hodgman MP

Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Signed for and on behalf of the Northern Territory by

Katy Gallagher MLA

Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

The Honourable Adam Giles MLA

Chief Minister of the Northern Territory

[Day] [Month] [Year]

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Tony Abbott MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

The Honourable Mike Baird MP
Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Denis Napthine MLA
Premier of the State of Victoria

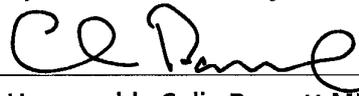
[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Campbell Newman MP
Premier of the State of Queensland

[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by



The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP
Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory

[Day] [Month] [Year]

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Tony Abbott MP
Prime Minister of the Commonwealth of Australia
[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

The Honourable Mike Baird MP
Premier of the State of New South Wales
[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Denis Napthine MLA
Premier of the State of Victoria
[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Campbell Newman MP
Premier of the State of Queensland
[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA
Premier of the State of Western Australia
[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP
Premier of the State of South Australia
[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP
Premier of the State of Tasmania
[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory
[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory
[Day] [Month] [Year]

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Tony Abbott MP

Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

The Honourable Mike Baird MP

Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Campbell Newman MP

Premier of the State of Queensland

[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP

Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA

Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Denis Napthine MLA

Premier of the State of Victoria

[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA

Premier of the State of Western Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP

Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA

Chief Minister of the Northern Territory

[Day] [Month] [Year]

The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the Commonwealth
of Australia by*

The Honourable Tony Abbott MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

*Signed for and on behalf of the
State of New South Wales by*

The Honourable Mike Baird MP
Premier of the State of New South Wales

[Day] [Month] [Year]

*Signed for and on behalf of the
State of Victoria by*

The Honourable Denis Napthine MLA
Premier of the State of Victoria

[Day] [Month] [Year]

*Signed for and on behalf of the
State of Queensland by*

The Honourable Campbell Newman MP
Premier of the State of Queensland

[Day] [Month] [Year]

*Signed for and on behalf of the
State of Western Australia by*

The Honourable Colin Barnett MLA
Premier of the State of Western Australia

[Day] [Month] [Year]

*Signed for and on behalf of the
State of South Australia by*

The Honourable Jay Weatherill MP
Premier of the State of South Australia

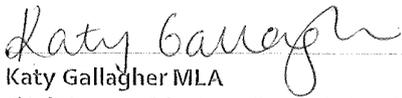
[Day] [Month] [Year]

*Signed for and on behalf of the
State of Tasmania by*

The Honourable Will Hodgman MP
Premier of the State of Tasmania

[Day] [Month] [Year]

*Signed for and on behalf of the Australian
Capital Territory by*


Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

18th November

*Signed for and on behalf of the Northern
Territory by*

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory

[Day] [Month] [Year]

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Tony Abbott MP
Prime Minister of the Commonwealth of Australia
[Day] [Month] [Year]

Signed for and on behalf of the State of New South Wales by

The Honourable Mike Baird MP
Premier of the State of New South Wales
[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Campbell Newman MP
Premier of the State of Queensland
[Day] [Month] [Year]

Signed for and on behalf of the State of South Australia by

The Honourable Jay Weatherill MP
Premier of the State of South Australia
[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory
[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Denis Napthine MLA
Premier of the State of Victoria
[Day] [Month] [Year]

Signed for and on behalf of the State of Western Australia by

The Honourable Colin Barnett MLA
Premier of the State of Western Australia
[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP
Premier of the State of Tasmania
[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory
[Day] [Month] [Year]

ATTACHMENT A

Project Status Report:

Project Status

Report Month:

Submission Status:

Submission Date: xx/xx/20xx

Current Forecast Completion Date: xx/xx/20xx

Actual Date of Project Completion: xx/xx/20xx

Current Project Stage:

Key Activity Undertaken Since Previous Report:

Significant achievements in next 6 months:

Progress Status

Schedule: Green/Amber/Red

Cost: Green/Amber/Red

Compliance: Green/Amber/Red

Scope: Green/Amber/Red

Slippage Comments:

Corrective Action Taken:

Risk: Green/Amber/Red

Milestones (as per Schedules) [EXAMPLE ONLY]

Name	(%) Completion	Completion Date			
		Original	Current	Forecast	Actual
Project Plan developed and agreed by senior Commonwealth and State officials, including details of the site and building/s to be redeveloped or constructed.					
Commence Construction					
Practical completion of the project and Final Project Report					