

PROJECT AGREEMENT FOR HEALTH AND HOSPITALS FUND – 2011 REGIONAL PRIORITY ROUND PROJECT IN TAMWORTH

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- New South Wales

The output of this project will be the upgrade of facilities and equipment at the Tamworth Rural Referral Hospital Nuclear Medicine Department.

Project Agreement for Tamworth Rural Referral Hospital Nuclear Medicine Department Gamma Camera Replacement

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements.
2. The objectives of the Health and Hospitals Fund, whilst not replacing state and territory effort, are to invest in major health infrastructure programs that will make significant progress towards achieving the Commonwealth's health reform targets, and make strategic investments in the health system that will underpin major improvements in efficiency, access or outcomes of health care.
3. The Commonwealth contribution is conditional on the achievement of outputs and milestones by New South Wales, which will be assessed by the Commonwealth through the provision of a Project Plan by New South Wales and standard quarterly project status reports as outlined in Part 4.
4. This Agreement will support the delivery of improved nuclear medicine diagnostic services at Tamworth Rural Referral Hospital through the upgrade of facilities and equipment.
5. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) represented by the Minister for Health, and New South Wales represented by the respective State Minister with portfolio responsibility for health.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and New South Wales sign the Agreement and will expire on 30 June 2014 or completion of the project as outlined in the Project Plan, including the acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.
8. The Project Plan to be developed and agreed by senior Commonwealth and New South Wales officials is expected to be a flexible document that may be varied over time to accommodate changed circumstances. However, variations to the Project Plan that directly affect payment milestones and their achievement are subject to written agreement between the Ministers.

PART 2 – PROJECT OUTPUTS

Outputs

9. The outputs of this Agreement, as described in the Regional Priority Round of the Health and Hospitals Fund project application dated 1 December 2010, and in the Project Plan, will upgrade the Nuclear Medicine Department to provide improved diagnostic services closer to home at the Tamworth Rural Referral Hospital through the:
 - (a) purchase and installation of a high-end technology hybrid Single Photon Emission Computed Tomography/Computed Tomography (SPECT/CT) camera into the existing scanning room at the hospital;
 - (b) purchase and installation of a biological safety cabinet (BSCII) and an isotope well-counter (Hotlab facilities); and
 - (c) associated minor building works to allow installation of the new SPECT/CT and the upgrade of Hotlab facilities.

PART 3 – ROLES AND RESPONSIBILITIES

Role of the Commonwealth

10. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against payment milestones in the delivery of the *Tamworth Rural Referral Hospital Nuclear Medicine Department Gamma Camera Replacement* under this Agreement and in accordance with the project milestones specified in the Project Plan to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to New South Wales to support the implementation of this Agreement;
 - (c) 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) ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry is a condition of Australian Government funding.

Role of New South Wales

11. New South Wales will be responsible for:
 - (a) developing and providing to the Commonwealth a Project Plan that would typically include details on scope, project schedule, budget, project stakeholders, governance arrangements, communication plan, high level design plans and a risk management plan;
 - (b) all aspects of delivering on the project outputs set out in the Project Plan and in this Agreement;
 - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (d) 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
 - (e) ensuring that compliance with the National Code of Practice for the Construction Industry and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, is made a condition of tender for all contractors and subcontractors who tender for the work, and providing the necessary assurances to the Commonwealth.
12. New South Wales will also be responsible for ensuring that, for the purposes of the practical completion of a milestone, projects will:
 - (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that New South Wales 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.

Shared roles

13. Both Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, 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.

PART 4 – PAYMENT MILESTONES, REPORTING AND PAYMENTS

14. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted. Detailed project milestones are included in the Project Plan.

Table 1: Payment milestones, reporting and payment summary

Output	Milestones ^{1,2}	Date due	Relevant Report due	Payment
Tamworth Rural Referral Hospital Nuclear Medicine Department Gamma Camera Replacement	Acceptance by the Commonwealth of the Project Plan	30 May 2013	30 May 2013	0.0
	SPECT/CT ordered - Commence construction	10 June 2013	10 June 2013	0.0
	Building Works Completed and Camera Installation	10 July 2013	10 July 2013	0.500
	Fitout, finishes and fittings complete	15 Sep 2013	15 Sep 2013	0.500
	Practical completion of the project and acceptance by the Commonwealth of the final Project Report ³	Within 90 days of the practical completion of the final element of the project as specified in the Project Plan	20 Nov 2013	0.100

¹ Where payment milestones do not align with quarterly reports, the Commonwealth may request additional information from the State to demonstrate that the milestone has been satisfactorily met. ² The purchase of equipment will require different milestones. ³ The final payment is subject to the Commonwealth's acceptance of the final report that demonstrates that all milestones have been met in accordance with the Project Plan and all reporting arrangements have been met.

Reporting arrangements

15. New South Wales will provide the Commonwealth with standard quarterly project status reports with reference to the project outputs (Part 2), milestones (Part 4, Table 1) and Project Plan, due by the 10th business day in January, April, July and October each year. Each performance report is to contain the following information:
- a description of actual performance of New South Wales in the period to date against the project milestones;
 - details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how New South Wales proposes to resolve this/these matter(s); and
 - promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.

16. These reports are required to be submitted via the Commonwealth Department of Health and Ageing's Health and Hospitals Fund Capital Projects Reporting Online system. All quarterly reports must be certified by an appropriate New South Wales delegate as being a true and accurate representation of the progress of the project for the relevant reporting period.
17. New South Wales will also prepare a final Project Report within 90 days of the date of practical completion of the final element of the project as specified in the Project Plan. The final Project Report will be a stand-alone report that can be used for public information and dissemination purposes. The final Project Report will:
 - (a) describe the conduct, benefits and outcomes of the Project;
 - (b) evaluate the Project 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; and
 - (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance, which the Commonwealth notifies New South Wales should be included in the final project report at least 60 days before it is due.
18. Quarterly project status reports will follow the template at Schedule A.

PART 5 – FINANCIAL ARRANGEMENTS

19. The Commonwealth will provide a total financial contribution to New South Wales of \$1.1 million in respect of this Agreement. All payments are GST exclusive.
20. The Commonwealth's funding contribution will not be reduced where New South Wales secures funding from other activity partners through innovative and collaborative partnerships.
21. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to New South Wales paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 1.

Table 2: Estimated financial contributions

(\$ million)	2013-14	Total
Estimated total budget	1.1	1.1
Less estimated National Partnership Payments	1.1	1.1
Balance of non-Commonwealth contributions	0.0	0.0

22. Having regard to the agreed estimated costs of projects specified in this Agreement, New South Wales will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, New South Wales bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for New South Wales to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

23. 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

24. The Agreement may be amended at any time by agreement in writing by the Parties.
25. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

26. The Commonwealth Minister 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

27. A Party may give notice to the other Party of a dispute under this Agreement.
28. Officials of each Party will attempt to resolve any dispute in the first instance.
29. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant COAG Council.
30. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to Commonwealth and New South Wales first ministers.

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

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

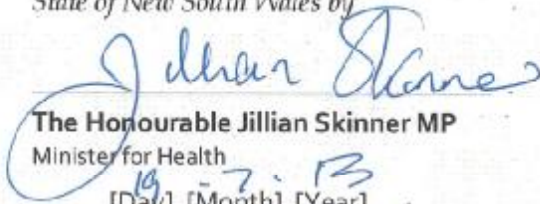


The Honourable Tanya Plibersek MP

Minister for Health 29.7.13

[Day] [Month] [Year]

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



The Honourable Jillian Skinner MP

Minister for Health 19.7.13

[Day] [Month] [Year]

Project Status Report:

Project Status Report

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 3 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

Financial*

Original Project Cost: \$xx,000,000.00

Current Project Cost: \$xx,000,000.00

Forecast Final Cost: \$xxx,xxx,xxx.00

Actual Total Cost at Completion: \$0.00

Expenditure of Commonwealth funds*

Budgeted to Date: \$xx,xxx,xxx.00

Actual to Date: \$xx,xxx,xxx.00

Actual to Date as a % of budgeted: xx.00%

Expenditure of co-contributor funds*

Budgeted to Date: \$x,xxx,xxx.00

Actual of Date: \$x,xxx,xxx.00

Actual to Date as a % of budgeted: xx.00%

Milestones*

Name	(%)	Completion Date				Completion Cost (\$)			
		Compl	Original	Current	Forecast	Actual	Original	Current	Forecast
Acceptance by the Commonwealth of the Project Plan*	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Commence construction	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Ground Floor complete	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Base building complete	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Fit out, finishes and fittings complete	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-
Practical completion of the project and acceptance by the Commonwealth of the final project report	-	xx/xx/20xx	xx/xx/20xx	-	-	xxx,000	xxx,000	-	-

* Note: This information is reported by non-government organisations in the Department of Health and Ageing's Health and Hospitals Capital Projects Reporting Online system. Completion of the shaded areas is optional for States and Territories.

Scope

Is the project scope still consistent with the agreed project scope?: Yes/No

Compliance

Is project compliant with all relevant Commonwealth, State and Local government legislation?: Yes/No

Is project compliant with all relevant building codes in your State or Territory?: Yes/No

Is project compliant with all relevant Commonwealth building codes?: Yes/No

Please confirm that your Construction/Procurement includes a requirement for the proponent to comply with any changes in Legislation which may be relevant to the Project: Yes/No

Please confirm that the Project complies with all Commonwealth, State, Territory and/or Local Authority statutory planning and zoning restrictions: Yes/No