

PROJECT AGREEMENT FOR FIVE HEALTH AND HOSPITALS FUND – 2010 REGIONAL PRIORITY ROUND PROJECTS IN THE NORTHERN TERRITORY

Council of
Australian
Governments

An agreement between
the Commonwealth of Australia and
the Northern Territory of Australia

The outputs of this project will be: the construction of Palmerston Hospital, improving Aboriginal access to Primary Health Care in remote Northern Territory, the construction of short term patient accommodation at Katherine Hospital, redevelopment of the Gove District Hospital's emergency department and construction of short term patient accommodation at Gove.

Project Agreement for Five Health and Hospitals Fund – 2010 Regional Priority Round Projects in the Northern Territory

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 the Northern Territory, which will be assessed by the Commonwealth through the provision of a Project Plan by the Northern Territory and standard quarterly project status reports as outlined in Part 4.
4. This Agreement will support the delivery of Five Health and Hospitals Fund – 2010 Regional Priority Round Projects in the Northern Territory described as the:
 - (a) construction of the Palmerston Hospital, Northern Territory.
 - (b) *Improving Aboriginal Access to Primary Health Care in Remote Northern Territory* project.
 - (c) construction of Short Term Patient Accommodation – Katherine Hospital.
 - (d) Redevelopment of the Emergency Department – Gove District Hospital.
 - (e) construction of Short Term Patient Accommodation – Gove District Hospital.
5. This Agreement constitutes the entire agreement for these projects.

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 the Northern Territory represented by the respective Minister with portfolio responsibility for health.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 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 Northern Territory 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 applications dated 2 December 2010, and in the Project Plan will be:
 - (a) The construction of the Palmerston Hospital, which will include:
 - i. approximately 14,345 m²
 - ii. up to 60 acute and sub-acute beds;
 - iii. a 24/7 emergency department; and
 - iv. a specialist ambulatory care unit.
 - (b) The *Improving Aboriginal Access to Primary Health Care in Remote Northern Territory* project, which will include:
 - i. the construction of seven new Remote Health Centres at Elliot, Canteen Creek, Robinson River, Ntaria (Hermannsburg), Galiwin'ku, Numbulwar and Ngukurr; and
 - ii. the upgrading of four existing Remote Health Centres at Titjikala (Maryvale), Papunya, Kaltukatjara (Docker River) and Maningrida.
 - (c) The construction of Short Term Patient Accommodation – Katherine Hospital, which will include:
 - i. 12 two-bed short term patient accommodation units (approximately 1500 m²).
 - (d) The Redevelopment of the Emergency Department – Gove District Hospital, which will include:

- i. approximately 1082 m²
 - ii. a reception/registration area;
 - iii. a triage room;
 - iv. a doctors room;
 - v. a secure central nursing station;
 - vi. a low stimulus room;
 - vii. a Clinical Nurse Manager's office;
 - viii. relocation of the four (4) existing treatment cubicles;
 - ix. the addition of two (2) treatment cubicles;
 - x. improved access to resuscitation area; and
 - xi. a full fit-out of furniture, fittings and equipment.
- (e) The construction of Short Term Patient Accommodation – Gove District Hospital, which will include:
- i. six two-bed short term patient accommodation units (approximately 950 m²).

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 *Five Health and Hospitals Fund – 2010 Regional Priority Round Projects in the Northern Territory* 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 the Northern Territory to support the implementation of this Agreement;
 - (c) in accordance with the *Building and Construction Industry Improvement Act 2005*, ensuring that financial contributions to a building project or projects as defined under the Building and Construction 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 the Northern Territory

11. The Northern Territory will be responsible for

- (a) providing a financial contribution of \$40 million to support the implementation of this Agreement;
 - (b) 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;
 - (c) all aspects of delivering on the project outputs set out in the Project Plan and in this Agreement;
 - (d) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (e) 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) 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. The Northern Territory 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 the Northern Territory 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	Milestone(s) ¹	Date due	Relevant Report due	Payment \$m
Palmerston Hospital, Northern Territory	Submission of the Project Plan to the Commonwealth	30 April 2012	30 April 2012	1.0
	Commence construction	30 March 2013	30 March 2013	9.0
	Ground floor building slab and site services completed	30 Nov 2013	30 Nov 2013	26.0
	Completion of building to lock up allowing internal fit-out to commence	14 July 2014	14 July 2014	26.0
	Completion of construction	25 Sept 2015	25 Sept 2015	4.0
	Practical completion of the project and acceptance by the Commonwealth of the final Project Report ²	31 March 2016	31 March 2016	4.0
Improving Aboriginal Access to Primary Health Care in Remote Northern Territory	Submission of the Project Plan to the Commonwealth	30 May 2012	30 May 2012	10.0
	Commence construction at Ntaria, Papunya and Galiwinku	12 April 2013	12 April 2013	4.3
	Commence construction at Ngukurr, Elliot, Maningrida, Numbulwar, Tijikala, Robinson River and Docker River	1 Aug 2013	1 Aug 2013	9.3
	Commence construction at Canteen Creek	28 Feb 2014	28 Feb 2014	1.4
	Completion of building to lock up at Ntaria and Elliot	11 Oct 2013	11 Oct 2013	3.8
	Completion of building to lock up at Galiwinku, Ngukurr, Numbulwar and Robinson River	28 Feb 2014	28 Feb 2014	7.2
	Completion of building to lock up at Canteen Creek	1 Aug 2014	1 Aug 2014	1.6
	Practical completion of Papunya and Ntaria	11 Oct 2013	11 Oct 2013	2.2

	Practical completion of Elliot, Galiwinku, Ngukurr, Maningrida, Docker River and Numbulwar	1 Aug 2014	1 Aug 2014	7.39
	Practical completion of Robinson River, Tijikala and Canteen Creek, and acceptance by the Commonwealth of the final Project Report ²	12 Dec 2014	12 Dec 2014	3.1
Short Term Patient Accommodation – Katherine Hospital	Submission of the Project Plan to the Commonwealth	30 April 2012	30 April 2012	1.5
	Commence construction	26 Sept 2012	26 Sept 2012	1.5
	Completion of building to lock up complete	21 March 2013	21 March 2013	3.7
	Practical completion of the project and acceptance by the Commonwealth of the final Project Report ²	15 July 2013	15 July 2013	1.0
Redevelopment of the Emergency Department – Gove District Hospital	Submission of the Project Plan to the Commonwealth	13 July 2012	13 July 2012	2.6
	Commence construction	15 July 2013	15 July 2013	2.6
	Completion of building to lock up	14 July 2014	14 July 2014	2.6
	Practical completion of the project and acceptance by the Commonwealth of the final Project Report ²	31 Oct 2014	31 Oct 2014	5.2
Short Term Patient Accommodation – Gove District Hospital	Submission of the Project Plan to the Commonwealth	13 July 2012	13 July 2012	1.2
	Commence construction	15 July 2013	15 July 2013	1.2
	Completion of building to lock up	14 July 2014	14 July 2014	1.2
	Practical completion of the project and acceptance by the Commonwealth of the final Project Report ²	31 Oct 2014	31 Oct 2014	2.2

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 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. The Northern Territory 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) a description of actual performance of the Northern Territory in the period to date against the project milestones;
 - (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the Northern Territory propose to resolve this/these matter(s); and
 - (c) 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 Northern Territory delegate as being a true and accurate representation of the progress of the project for the relevant reporting period.
17. The Northern Territory 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 Projects;
 - (b) evaluate the Projects 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 the Northern Territory 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 the Northern Territory of \$146.79m in respect of this Agreement. All payments are GST exclusive.
20. The Commonwealth's funding contribution will not be reduced where the Northern Territory secure funding from other activity partners through innovative and collaborative partnerships.

21. The Commonwealth's and the Northern Territory's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the Northern Territory paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	Total
Total estimated budget						186.79
Palmerston Hospital, Northern Territory						110.00
Improving Aboriginal Access to Primary Health Care in Remote Northern Territory						50.29
Short Term Patient Accommodation – Katherine Hospital						7.70
Redevelopment of the Emergency Department – Gove District Hospital						13.00
Short Term Patient Accommodation – Gove District Hospital						5.80
Total estimated National Partnership Payments	12.5	22.3	54.7	49.29	8.0	146.79
Palmerston Hospital, Northern Territory	1.00	9.00	26.00	26.00	8.00	70.00
Improving Aboriginal Access to Primary Health Care in Remote Northern Territory	10.00	4.30	23.90	12.09	0.00	50.29
Short Term Patient Accommodation – Katherine Hospital	1.50	5.20	1.00	0.00	0.00	7.70
Redevelopment of the Emergency Department – Gove District Hospital	0.00	2.60	2.60	7.80	0.00	13.00
Short Term Patient Accommodation – Gove District Hospital	0.00	1.20	1.20	3.40	0.00	5.80
Total Balance of non-Commonwealth contributions						40.00
Palmerston Hospital, Northern Territory						40.00

22. Having regard to the agreed estimated costs of projects specified in a Project Agreement, the Northern Territory 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, the Northern Territory 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 the Northern Territory 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 all the Parties.
25. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties 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. Either Party may give notice to the other Party of a dispute under this Agreement.
28. Officials of relevant Parties 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 COAG for consideration.

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

[Day] [Month] [Year]

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

The Honourable Kon Vatskalis MLA
Minister for Health

[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	Actual
Acceptance by the Commonwealth of the Project Plan*	-	xx/xx/2009	xx/xx/2009	-	-	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									

* 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