

PROJECT AGREEMENT FOR THE HEALTH AND HOSPITALS FUND – 2010 REGIONAL PRIORITY ROUND PROJECTS IN DUBBO AND WAGGA WAGGA

An agreement between:

- the Commonwealth of Australia; and
- the States and Territories of
 - ◆ New South Wales.

The output of this project will be the partial redevelopment of the Dubbo Base Hospital comprising both new facilities and the refurbishment of existing facilities; and the redevelopment of the Wagga Wagga Base Hospital to increase the acute and emergency capacity to enhance services and decrease waiting times.

Project Agreement for Health and Hospitals Fund – 2010 Regional Priority Round Projects in Dubbo and Wagga Wagga

OVERVIEW

1. This Project Agreement (the 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, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of the partial redevelopment of the Dubbo Base Hospital comprising both new facilities and the refurbishment of existing facilities and redevelopment of the Wagga Wagga Base Hospital to increase the acute and emergency capacity to enhance services and decrease waiting times.

Reporting Arrangements

3. New South Wales will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to New South Wales of \$62.20 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

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 New South Wales Minister with portfolio responsibility for health.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and New South Wales 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 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 for the Dubbo Base Hospital and Wagga Wagga Base Hospital redevelopment project application dated 2 December 2010, and in the Project Plan will be not less than:

(a) Dubbo Base Hospital Redevelopment

A partial redevelopment of the Dubbo Base Hospital that will include new facilities and the refurbishment of existing facilities, including;

- i. New and expanded surgical services (1 new theatre to a total of 4; 2 new recovery beds to a total of 10);
- ii. expanded endoscopy capacity;
- iii. expanded and refurbished renal dialysis services (to 12 additional chair spaces);
- iv. additional inpatient medical capacity;
- v. new and expanded maternity and birthing unit; and
- vi. new and expanded CSSD Unit.

(b) Wagga Wagga Base Hospital Redevelopment

The redevelopment of the Wagga Wagga Base Hospital to include:

- i. new inpatient buildings to increase acute bed capacity at the hospital from 218 to 284;
- ii. a new mental health facility with additional mental health beds;
- iii. a new and expanded emergency department supporting the introduction of new ED clinical redesign models of care;
- iv. a new inpatient unit;
- v. a new and expanded operating theatre complex introducing contemporary designs supporting overnight and day only service model delivery;
- vi. expansion of the renal dialysis unit; and

- vii. expansion of imaging and diagnostic angiography services.

The scope of each project will be subject to further detailed review at each key planning and documentation stage prior to construction

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

10. The Commonwealth will be responsible for:

- (a) monitoring and assessing achievement against payment milestones in the delivery of the Dubbo and Wagga Wagga base hospital redevelopments 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 *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and
- (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of New South Wales

11. New South Wales will be responsible for:

- (a) providing a financial contribution of \$287.7 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 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 WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
- (f) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, 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. The 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.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

- 14. Table 1 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: Performance requirements, reporting and payment summary

Outputs	Milestones ¹	Milestone completion date	Status Report due	Payment
Health and Hospitals Fund – 2010 Regional Priority Round Project- Dubbo Base Hospital Redevelopment	Acceptance by the Commonwealth of the Project Plan	31 May 2012	31 May 2012	\$0.35m*
	Commence construction	20 Mar 2013	20 Mar 2013	\$0.70m*
	Construction midpoint	20 Jan 2014	20 Jan 2014	\$4.20m*
	Acceptance by the Commonwealth of a: - Project Plan for the construction of the Renal Unit; and - Signed agreement with the construction contractor	1 April 2019	1 April 2019	\$1.85m
Health and Hospitals Fund – 2010 Regional Priority Round Project- Wagga Wagga Base Hospital Redevelopment	Acceptance by the Commonwealth of the Project Plan	31 May 2012	31 May 2012	\$2.75m*
	Commence construction	20 Sep 2012	20 Sep 2012	\$5.50m*
	Construction 25%	20 Aug 2013	20 Aug 2013	\$11.00m*
	Construction midpoint	20 July 2014	20 July 2014	\$22.00m*
	Certificate of Practical Completion Issued	20 Sept 2016	20 Sept 2016	\$13.85m*

¹ Where payment milestones do not align with quarterly reports, the Commonwealth may request additional information from New South Wales to demonstrate that the milestone has been satisfactorily met.

*Payments made under the previous Project Agreement.

15. If a milestone is met in advance of the due date, where the relevant performance report demonstrates 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.

Reporting arrangements

16. 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) a description of actual performance of New South Wales 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 New South Wales 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.
17. 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.
18. 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 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 New South Wales should be included in the final project report at least 60 days before it is due.

New South Wales will obtain a Certificate of Practical Completion and Certificate of Occupancy upon practical completion.
19. Quarterly project status reports will follow the template at Schedule A.

PART 5 – FINANCIAL ARRANGEMENTS

20. The Commonwealth will provide a total financial contribution to New South Wales of \$62.20 million in respect of this Agreement. All payments are GST exclusive.

21. The Commonwealth's funding contribution will not be reduced where New South Wales secures funding from other activity partners through innovative and collaborative partnerships.
22. The Commonwealth's and New South Wales 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 IGA FFR are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2011- 2012	2012- 2013	2013- 2014	2014- 2015	2015- 2016	2016- 2017	2017- 2018	2018- 2019	Total
Estimated total budget	13.015	43.0	146.678	87.757	36	21.6	0.00	1.85	349.90
Dubbo Base Hospital Redevelopment	2.515	8.0	46.678	20.757	0.00	0.00	0.00	1.85	79.8
Wagga Wagga Base Hospital Redevelopment	10.5	35.0	100	67	36	21.6	0.00	0.00	270.10
Less estimated National Partnership Payments	3.10	6.20	37.20	0.00	0.00	13.85	0.00	1.85	62.20
Dubbo Base Hospital Redevelopment	0.35	0.70	4.20	0.00	0.00	0.00	0.00	1.85	7.10
Wagga Wagga Base Hospital Redevelopment	2.75	5.50	33.00	0.00	0.00	13.85	0.00	0.00	55.10
Balance of non-Commonwealth contributions	9.915	36.8	109.478	87.857	36	7.75	0.00	0.00	287.70
Dubbo Base Hospital Redevelopment	2.165	7.3	42.478	20.757	0.00	0.00	0.00	0.00	72.7
Wagga Wagga Base Hospital Redevelopment	7.75	29.5	67	67	36	7.75	0.00	0.00	215.00

23. 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 bear 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

24. 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

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

Delegations

27. 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

28. Either Party may give notice to other Party of a dispute under this Agreement.
29. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
30. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant COAG Council.
31. 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 Greg Hunt MP
Minister for Health

[Day] [Month] [Year]

8:4:19

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



The Honourable Brad Hazzard MP
Minister for Health

[Day] [Month] [Year]

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