

# Implementation Plan for Positron Emission Tomography (PET) Services at Westmead Hospital

## NATIONAL PARTNERSHIP AGREEMENT ON HEALTH SERVICES

### PRELIMINARIES

1. This Implementation Plan is created subject to the provisions of the National Partnership Agreement on Health Services and should be read in conjunction with that Agreement. The objective in the National Partnership is to commit to improving the health and wellbeing of Australians through delivering high quality health services.
2. Westmead Hospital is a New South Wales (NSW) State Government Funded Hospital. The objectives and outcomes of the Project are to assist NSW Health to provide PET services at Westmead Hospital that are not covered by Medicare<sup>1</sup>.
3. Funds are only to be used for Medicare enrolled patients (including adult and paediatric patients)<sup>2</sup>

### TERMS OF THIS IMPLEMENTATION PLAN

4. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Minister for Health and Ageing, and the State of NSW, represented by the NSW Minister for Health.
5. This Implementation Plan will cease on completion of the project as specified in this Implementation Plan, including the acceptance of final performance reporting and processing of final payments against performance benchmarks specified in this Implementation Plan.
6. This Implementation Plan may be varied by written agreement between the Ministers.
7. Either Party may terminate this agreement by providing 30 days notice in writing. Where this Implementation Plan is terminated, the Commonwealth's liability to make payments to

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<sup>1</sup> Services not covered by Medicare means services that do not currently receive public funding through the Medicare scheme and so do not have an item for that service on the Medicare Benefits Schedule.

<sup>2</sup> Medicare eligibility and access to Medicare benefits are for Australian citizens and permanent resident visa holders who reside in Australia.

NSW is limited to payments associated with performance benchmarks achieved by NSW by the date of effect of termination of this Implementation Plan.

8. The parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the parties' commitment to this Implementation Plan.

## PROJECT OBJECTIVE

9. The objective of this Implementation Plan is to provide Westmead Hospital with funding in 2009/-10 to provide over 1000 PET scans per year for adult and paediatric patients where no out of pocket medical costs are incurred by a person for PET services performed at Westmead Hospital.

## ROLES AND RESPONSIBILITIES

### Role of the Commonwealth

10. The Commonwealth is responsible for reviewing NSW's performance against the project benchmarks specified in this Implementation Plan and providing any consequential financial contribution to NSW for that performance.
11. The Commonwealth will provide \$1.3M (excluding GST) in funding to assist NSW Health to provide PET services at Westmead Hospital, as defined in footnote 1 above.

### Role of NSW

12. NSW is responsible for all aspects of project implementation, including:
  - (a) fully funding the project, after accounting for financial contributions from the Commonwealth and any third party;
  - (b) completing the project in accordance with this Implementation Plan;
  - (c) meeting all conditions including providing reports in accordance with this Implementation Plan; and
  - (d) maintenance and other cost incurred in providing PET diagnostic and patients management services.

## PERFORMANCE REPORTING AND FINANCIAL ARRANGEMENTS

13. The maximum financial contribution to be provided by the Commonwealth for the project is \$1.3 million and payable in accordance with achievement of the performance milestones as listed in Table 1. All payments are exclusive of GST.

Table 1: Performance milestones

Performance milestone	Expected due date	Amount \$M
(i) Agreement to the Implementation Plan and provision of a Progress Report to the satisfaction of the Commonwealth	14 May 2010	Payment will be made on a pro rata basis for the number of eligible services provided from 1 July 2009 to 30 June 2010 which have been identified in the Progress Report
(ii) Provision of a Final Report to the satisfaction of the Commonwealth ( <i>within 60 Business Days of the completion of the project or termination of this Implementation Plan</i> )	3 August 2010	

14. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to NSW Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.
15. The Commonwealth acknowledge that expected due dates identified in Table 1 may be extended as a result of a cause beyond the reasonable control of NSW. Should this occur the Commonwealth will be notified in accordance with clause 6 of this Implementation Plan.

### Performance Benchmarks

16. A minimum of 1000 PET diagnostic and patient management services performed per annum to patients who are enrolled in Medicare. The caseload will be approximately 80% adult and 20% paediatric patients.

### BUDGET

17. The overall project budget (exclusive of GST) is \$1.3 million.
18. Commonwealth contribution will be made on a pro rata basis for the number of services provided below 1000 per annum.

19. Having regard to the estimated costs of projects specified in the overall project budget, NSW 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, NSW bears all risk should the costs of a project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for NSW to deliver projects cost-effectively and efficiently.

## Performance reporting

20. NSW will provide a performance report to the Commonwealth to demonstrate its achievement of performance benchmarks in accordance with the timeframe set out in Table 1.
21. NSW Health will report to the Commonwealth on the type and number of PET services performed, including:
  - a) a description of actual performance of NSW in the period to date against the performance benchmarks and project budget;
  - b) a description of PET accreditation, credentialing and training activities;
  - c) a list of PET research activities and list of publications/conference presentations;
  - d) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period; and
  - e) a description of maintenance or other work undertaken of equipment.
22. The final project report is due within 60 Business Days of the completion of the project or termination of this Implementation Plan.
23. The final project report will be a stand-alone document that can be used for public information dissemination purposes regarding the project and must include:
  - a) a summary of achievements during the funding period;
  - b) achievement of the project objective; and
  - c) a discussion of any other matters relating to the project, which are agreed to between the Commonwealth and NSW for inclusion in the final project report at least 60 days before it is due.