

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. The project aims to assist the New South Wales State Government to provide PET services at Westmead Hospital where no Medicare benefit is available for that purpose,¹ and to undertake associated research on PET services provided for both adult and paediatric patients.
3. Funds for the PET services are only to be used for Medicare eligible persons² including both adult and paediatric patients.

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 New South Wales (the State), 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.

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

² Medicare eligibility and access to Medicare benefits are for Australian citizens and permanent resident visa holders who reside in Australia, as defined in sections 3, 6 and A of the *Health Insurance Act 1973* (Cth).

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 the State is limited to payments associated with performance benchmarks achieved by the State 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 either Parties' commitment to this Implementation Plan.

PROJECT OBJECTIVE

9. The objective in this Implementation Plan is to provide Westmead Hospital with funding to allow it to provide at least 1,000 PET scans and to undertake associated PET service research in 2010-11. Funding will be provided for PET services for adult and paediatric patients, where no out of pocket medical costs are incurred by the patient and where no Medicare benefit is available for that purpose. Additionally, the funding will allow Westmead Hospital to undertake research into the effectiveness of PET services for certain clinical conditions.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

10. The Commonwealth is responsible for reviewing performance of the State against the project benchmarks specified in this Implementation Plan and providing any consequential financial contribution to the State for that performance.

Role of New South Wales

11. 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 a timely and professional manner in accordance with this Implementation Plan;
 - c) meeting all conditions including providing reports in accordance with this Implementation Plan; and
 - d) maintenance and other costs incurred in providing PET diagnostic and patient management services.

PERFORMANCE REPORTING AND FINANCIAL ARRANGEMENTS

12. The maximum financial contribution to be provided by the Commonwealth for the project is \$1.3 million which will be payable in accordance with achievement of the performance milestones in Table 1. GST is not payable on the funding provided in this Implementation Plan.

Table 1: Performance milestones

Performance milestone	Expected due date	Amount
(i) Submission of a Performance Report including progress on any PET research, to the satisfaction of the Commonwealth, providing evidence of meeting the performance benchmark of at least 400 eligible PET scans performed by Westmead Hospital to 30 November 2010.	21 January 2011	600,000
(ii) Submission of a Performance Report including progress on any PET research, to the satisfaction of the Commonwealth, providing evidence of meeting the performance benchmark of at least 800 eligible PET scans performed by Westmead Hospital to 28 February 2011.	15 March 2011	500,000
(iii) Submission of a Performance Report including progress on any PET research, to the satisfaction of the Commonwealth, providing evidence of meeting the performance benchmark of at least 1,000 eligible PET scans performed by Westmead Hospital in the 2010-11 financial year.	15 May 2011	200,000
(iv) Submission and acceptance of a Final Report providing evidence of the total number of PET scans performed by Westmead Hospital, and details of PET research project findings for the 2010-11 financial year.	31 July 2011	-

13. 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*.

Performance Benchmarks

14. At least 1,000 PET diagnostic and patient management services performed per annum to Medicare eligible persons. The services must be provided to approximately 80% adult and 20% paediatric patients.
15. Evidence of any PET research projects for this period.

BUDGET

16. The overall project budget is \$1.3 million.
17. The Commonwealth contribution will be made for the Westmead Hospital service provision of at least 1,000 PET scans per annum.
18. Having regard to the estimated costs of projects specified in the overall project budget, the State 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 State bears all risk should the costs of a project exceed the estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the State to deliver projects cost-effectively and efficiently.

Performance reporting

19. The State will provide performance reports to the Commonwealth to demonstrate its achievement of performance benchmarks in accordance with the timeframes set out in Table 1.
20. The State will report to the Commonwealth on the type and number of PET services performed at Westmead Hospital, as well as:
 - a) a description of actual performance of the State in the period to date against the performance benchmarks;
 - b) a description of PET accreditation, credentialing and training activities;
 - c) a list of PET research activities conducted at Westmead Hospital and list of publications/conference presentations; and
 - d) a description of maintenance or other work undertaken of equipment.
21. The final performance report is due to the Commonwealth on 31 July 2011, or within 60 working days after the termination of this Implementation Plan.

22. The final 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 (or if the project objective has not been achieved, a reason for why it has not); 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 .