

Implementation Plan for the Capital Region Cancer Care Centre

NATIONAL PARTNERSHIP AGREEMENT ON HEALTH INFRASTRUCTURE

PRELIMINARIES

1. This Implementation Plan is created subject to the provisions of the National Partnership Agreement on Health Infrastructure and should be read in conjunction with that Agreement. The objective of the National Partnership Agreement on Health Infrastructure is to improve the health and wellbeing of Australians through the provision of high quality physical and technological health infrastructure.
2. The funding for this project has been allocated from the Health and Hospitals Fund (HHF) under the HHF's Regional Cancer Centres (RCC) initiative. The aim of the RCC initiative is to deliver improved services and health outcomes for rural and regional cancer patients. The objectives of the HHF, 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. This project is for the:
 - construction of Stage 1 of the Capital Region Cancer Care Centre on the grounds of the Canberra Hospital, as described in the HHF application dated 16 January 2009, approved for funding to the value of \$27.863 million; and
 - acquisition of accommodation facilities for cancer patients and their carers as described in the HHF application dated 7 January 2010, approved for funding to the value of \$1.789 million.
4. The project outputs outlined in this Implementation Plan have been assessed by the Health and Hospitals Fund Advisory Board. Consistent with the *Nation-building Funds Act 2008* any proposed variation from this project as assessed by the Advisory Board requires the reassessment of the Board. The Commonwealth funding contribution for the project is also subject to the reassessment of the Advisory Board should proposed variations require the Board's consideration.

TERMS OF THIS IMPLEMENTATION PLAN

5. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Minister for Health, and the Australian Capital Territory, represented by the Minister for Health.

6. 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 milestones specified in this Implementation Plan.
7. The Implementation Plan for this project was originally agreed on 2 May 2011. The parties agreed to vary the Agreement to add funding and milestones for the accommodation component on 12 January 2012. This Implementation Plan supersedes the previous two Agreements and is designed to reflect the project's progress.
8. This Implementation Plan may be varied by written agreement between the Ministers.
9. 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 Australian Capital Territory is limited to payments associated with performance milestones achieved by the Australian Capital Territory by the date of effect of termination of this Implementation Plan.
10. 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

11. The objective of this project is the:
 - construction a 5,350 m² facility over five levels and a partial basement adjacent to the radiation oncology building and Building 3 at the Canberra Hospital; and,
 - establishment of accommodation facilities for cancer patients and their carers.
12. The funding contribution from the ACT Government has allowed for the inclusion of one level to accommodate increased demand for outpatient services, 10 additional treatment spaces, fit out for interim cytotoxic pharmacy, and radiation stores.

PROJECT OUTPUT

13. This Capital Region Cancer Centre will comprise:
 - ambulatory services (including multidisciplinary cancer outpatient clinics);
 - medical oncology;
 - cancer psychosocial and rehabilitation services;
 - clinical haematology and immunology; and
 - teaching and research facilities.
14. The accommodation facility (45 Jemalong Street, Duffy, ACT) will comprise:
 - six bedrooms each with ensuite and individual living space;
 - a communal lounge; and
 - a communal kitchen.

Renovations, landscaping and fit out will be undertaken by the Australian Capital Territory to ensure disabled access and that the property is fit for purpose. A description of the works to be undertaken is provided at [Schedule A](#).

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

15. The Commonwealth will be responsible for:
- (a) monitoring and assessing achievement against payment milestones in the delivery of the Capital Region Cancer Care Centre 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 ACT 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 Australian Capital Territory

16. The Australian Capital Territory will be responsible for
- (a) providing a financial contribution of \$16.702 million toward the project;
 - (b) all aspects of delivering on the project outputs set out in this Implementation Plan;
 - (c) completing the activities in a timely and professional manner;
 - (d) ensuring compliance with relevant Commonwealth, State and local laws and regulations including:
 - (i) that only builders accredited under the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme are contracted, and providing the necessary assurances to the Commonwealth; and
 - (ii) 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; and
 - (e) reporting on the delivery of outputs.
17. The Australian Capital Territory will also be responsible for the management and ongoing funding of the Capital Region Cancer Centre and accommodation facility once construction and refurbishment is complete.

Shared roles

18. 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.

FINANCIAL ARRANGEMENTS

19. The maximum financial contribution to be provided by the Commonwealth for the project is \$29.652 million payable in accordance with performance milestones set out in Table 1. All payments are exclusive of GST.

MILESTONES AND REPORTING

Table 1: Performance milestones and associated payments

Performance milestone	Expected due date	Amount
(i) Agreement to the Implementation Plan.	On Ministerial agreement	\$1.363 million*
(ii) Appointment of principal consultant, completion of project definition plan and the submission of a performance report to the satisfaction of the Commonwealth.	28 February 2011	\$3.361 million*
(iii) Completion of detailed design and submission of a performance report to the satisfaction of the Commonwealth.	15 March 2011	\$4.0 million*
(iv) Evidence to demonstrate construction of Capital Region Cancer Centre contract awarded, construction schedule developed and submission of a performance report to the satisfaction of the Commonwealth.	October 2011	\$6.0 million*
(v) Submission of signed contract for the purchase of 45 Jemalong St, Duffy.	November 2011	\$1.0 million*
(vi) Evidence to demonstrate commencement of structural works at the Capital Region Cancer Centre.	November 2011	\$2.0 million*
(vii) Submission of evidence to demonstrate commencement of floor slab at the Capital Region Cancer Centre.	June 2012	\$1.139 million
(viii) For the property at 45 Jemalong St, Duffy, submission of evidence to demonstrate commencement of: renovations; fit-out; and landscaping.	June 2012	\$0.789 million
(ix) Submission of evidence to demonstrate the Capital Region Cancer Centre structure complete. Submission of evidence to demonstrate Duffy property is fit for occupancy (certificate of occupancy).	September 2012	\$4.5 million
(x) Submission of evidence to demonstrate internal fit-out has commenced at the Capital Region Cancer Centre.	October 2012	\$1.5 million
(xi) Practical completion of the Capital Region Cancer Centre achieved.	September 2013	\$4.0 million
TOTAL		\$29.652 million

* funds already provided under the previous Agreements.

20. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the Australian Capital Territory Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

BUDGET

21. The overall project budget (exclusive of GST) is set out in Table 2.

Table 2: Overall project budget (\$46.354 million)

	2009-10 Year 1	2010-11 Year 2	2011-12 Year 3	2012-13 Year 4	2013-14 Year 5	Total
(i) Commonwealth contribution		8.724	10.928	10.000		29.652
(ii) Australian Capital Territory Government contribution			4.301	8.735	3.666	16.702
(iii) Australian Capital Territory in-kind land contribution	Land value (approx \$1.4 million)					Land value (approx \$1.4 million)
TOTAL		8.724	15.229	18.735	3.666	46.354+ Land value (approx \$1.4 million)

Note: The Australian Capital Territory will contribute the cost of the Project Director and the preparation of the Project Definition Plan (\$0.60 m) for this project.

22. Having regard to the estimated costs of projects specified in the overall project budget, the Australian Capital 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 Australian Capital Territory 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 Australian Capital Territory to deliver projects cost-effectively and efficiently.

PERFORMANCE REPORTING

23. The Australian Capital Territory will provide the Commonwealth with standard quarterly project status reports with reference to the project outputs, milestones (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 the States 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 the States propose 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.

24. 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. Quarterly project status reports will follow the template at Schedule B. All quarterly reports must be certified by an appropriate Australian Capital Territory delegate as being a true and accurate representation of the progress of the project for the relevant reporting period.
25. The Australian Capital Territory will also prepare a final Project Report within 90 days on the completion of the project agreed under the Implementation Plan. The final Project Report will be a stand-alone document that can be used for public information 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 in this Agreement and the Project Plan 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 Australian Capital Territory should be included in the final project report at least 60 days before it is due.
26. The final project report will be a stand-alone document that can be used for public information dissemination purposes regarding the project and must:
 - (a) describe the conduct, benefits and outcomes of the project as a whole;
 - (b) evaluate the project, including assessing the extent to which the objective in this Implementation Plan has been achieved and explaining why any aspects were not achieved; and
 - (c) include a summary of the outcomes relating to the matters raised as per paragraph 22.

Schedule A

The Australian Capital Territory Government will undertake the following works to ensure the property at 45 Jemalong Street, Duffy, is suitable to meet the objectives of this Implementation Plan as outlined in paragraphs 10 and 11.

Renovations

- All doors, entrances and common areas made mobility compliant where required;
- Ramps constructed where required;
- Rails constructed where required;
- Two down stairs suites/bedrooms made mobility compliant;
- Extensive alterations to the two ground floor bathrooms to provide mobility access;
- Outdoor pergola and hand rails around all decks;
- Modifications to electrical and water aspects in the laundry;
- Installation of air conditioning which will comprise separate split system air conditioning to the main family area and each of the two ground floor bedrooms. Ducted split system will be installed on the first floor; and
- Mobility design architect costs.

Landscaping

- All outdoor areas to be mobility compliant;
- Movement of fences; and
- Gate modifications.

Fit out

- Provision of all white goods including microwaves, washing machines and fridges;
- Specialised bedding and bedroom furniture;
- Outdoor settings; and
- Provision of communication facilities.

Project Status Report:

Project Status Report

Report Month:

Submission Status:

Submission Date: xx/xx/2011

Current Forecast Completion Date: xx/xx/2012

Actual Date of Project Completion: xx/xx/2012

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/2010	xx/xx/2010	-	-	xxx,000	xxx,000	-	-
Ground Floor complete	-	xx/xx/2011	xx/xx/2012	-	-	xxx,000	xxx,000	-	-
Base building complete	-	xx/xx/2010	xx/xx/2010	-	-	xxx,000	xxx,000	-	-
Fit out, finishes and fittings complete	-	xx/xx/2011	xx/xx/2011	-	-	xxx,000	xxx,000	-	-
Practical completion of the project and acceptance by the Commonwealth of the final project report									

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 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