

Implementation Plan for Kimberley Renal Dialysis Services

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 in 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). 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 to expand renal dialysis services, including satellite and community dialysis in the Kimberley Regional Western Australia, as outlined in the submission to the Health and Hospitals Fund dated 16 January 2009.
4. The objective of the single regional renal dialysis service based in Broome is to provide outreach services to Derby and Kununurra.

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 Western Australia, represented by the 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 milestones specified in this Implementation Plan.
6. This Implementation Plan may be varied by written agreement between the Ministers or the authorised delegates.
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 Western Australia is limited to payments associated with performance milestones achieved by Western Australia 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 in this project is to provide the following facilities in Derby and Kununurra:
 - a) Derby satellite dialysis service (to be co-located on the Derby Aboriginal Medical Service site), consisting of:
 - a building with six dialysis stations for 24 patients, plumbed to accommodate 10 dialysis stations (for 40 patients) to allow for possible future expansion;
 - one vehicle for patient transport (leased); and
 - one vehicle for staff movement/administration.
 - b) Kununurra community supported dialysis service. A single story extension to be constructed onto the existing Ord Valley Aboriginal Health Service facility in Kununurra, consisting of four dialysis stations to accommodate up to 16 patients; and patient transport.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

10. The Commonwealth is responsible for reviewing Western Australia's performance against the project milestones specified in this Implementation Plan.
11. Providing financial assistance to Western Australia for its performance against project milestones specified in this plan.

Role of Western Australia

12. Western Australia 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;
 - (d) all aspects of the delivery, management and performance of the Kimberley Renal Service, including the management of all risks.

PERFORMANCE REPORTING AND FINANCIAL ARRANGEMENTS

13. The maximum financial contribution to be provided by the Commonwealth for the project is \$8.6 million payable in accordance with performance milestones set out in Table 1. All payments are exclusive of GST.

Table 1: Performance milestones and associated payments

Performance milestone	Evidence to demonstrate that milestone has been met	Expected Due Date	Amount
(i) Agreement to the Implementation Plan		31 October 2010	\$0.6m
(ii) Completion of design development and submission of a performance report to the satisfaction of the Commonwealth, including submission of final design.	<ul style="list-style-type: none"> ▪ Copy of detailed design ▪ A performance report as outlined in the Implementation Plan under paragraphs 17 and 18 	30 November 2010	\$1.1m
(iii) Completion of tender documentation, award of tender (including submission of final design) and completion and submission of detailed project plan (which will clearly indicate the 50% construction milestone) and submission of a performance report to the satisfaction of the Commonwealth including detailed reference to the project plan.	<ul style="list-style-type: none"> ▪ Project Plan ▪ Evidence tender has been awarded and final design submitted ▪ A performance report as outlined in the Implementation Plan under paragraphs 17 and 18 	31 January 2011	\$1.0m
(iv) Site established, ground works commenced and submission of a performance report to the satisfaction of the Commonwealth including detailed reference to the project plan.	<ul style="list-style-type: none"> ▪ Dated photographs demonstrating that groundwork has commenced ▪ Declaration from Contractor / Project Director that ground works have commenced and that the milestone has been met ▪ A performance report as outlined in the Implementation Plan under paragraphs 17 and 18 	30 April 2011	\$2.2m

(v)	Completion of wall structures ready for roof installation and submission of a performance report to the satisfaction of the Commonwealth including detailed reference to the project plan	<ul style="list-style-type: none"> ▪ Dated photographs demonstrating that wall structures are complete, ready for roof installation. ▪ Declaration from Contractor / Project Director that wall structures are complete, ready for roof installation. ▪ A performance report as outlined in the Implementation Plan under paragraphs 17 and 18 	30 September 2011	\$1.0m
(vi)	50% of construction complete in accordance with the project plan, submission of the most recent contractor/project director report (as submitted to the Western Australian Government) and a performance report to the satisfaction of the Commonwealth including detailed reference to the project plan.	<ul style="list-style-type: none"> ▪ Declaration from Contractor / Project Director that 50% of construction is complete and that the milestone has been met in accordance with the construction schedule ▪ Dated photographs demonstrating that 50% of project is complete ▪ A performance report as outlined in the Implementation Plan under paragraphs 17 and 18 	31 January 2012	\$0.5m

(vii)	Completion of construction, commissioning of equipment and submission of a performance report to the satisfaction of the Commonwealth.	<ul style="list-style-type: none"> ▪ Declaration from Contractor / Project Director that 100% of construction is complete and that the milestone has been met in accordance with the construction schedule ▪ Dated photographs demonstrating that 100% of construction is complete and that the milestone has been met ▪ A performance report as outlined in the Implementation Plan under paragraphs 17 and 18 	31 May 2012	\$1.7m
(viii)	Final completion and submission of a final report to the satisfaction of the Commonwealth.	A final report as outlined in the Implementation Plan under paragraphs 19 and 20	31 August 2012	\$0.5m

Notes: The Project Plan must set out the timing for the preparation of the site and as a minimum must also include and address the following:

- (a) floor plans including elevations;
- (b) schedule of accommodation;
- (c) cost plan; and
- (d) project program and cashflow.

Evidence to demonstrate that the milestone has been achieved is not limited to the information provided in this column. This has been provided as guidance only. The Commonwealth, from time to time, may request additional information to ensure it is satisfied that the milestone has been met.

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

BUDGET

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

Table 2: Overall project budget (\$8.6 million)

Expenditure item	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	Total
(i) Commonwealth contribution for construction	-	4.9	3.2	0.5	-	8.6
TOTAL	-	4.9	3.2	-	-	8.6

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

PERFORMANCE REPORTING

17. Western Australia will provide performance reports to the Commonwealth to demonstrate its achievement of performance milestones set out in Table 1.
18. Each performance report is to contain the following information:
 - a) a description of actual performance of Western Australia in the period to date against the performance milestones and project budget;
 - b) details of any matter(s) that have arisen which could impact on the achievement of the Project Objective, and how Western Australia proposes to resolve this/these matter(s);
 - c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period; and
 - d) a description of the work that will be undertaken to complete the remaining performance milestones and any expected promotional opportunities during the next reporting period.
19. The final project report is due within 60 Business Days of the completion of the project or termination of this Implementation Plan.
20. 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 discussion of any other matters relating to the project, which the Commonwealth notifies Western Australia should be included in the final project report at least 30 days before it is due.