

Implementation Plan for Donor Tissue Bank of Victoria

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 will construct a replacement Donor Tissue Bank of Victoria on the Victorian State Coronial Services Centre site in Southbank, Victoria. This project is being carried out as part of a broader redevelopment of the Coronial Services Centre site, that houses the State Coroner's Office and the Victorian Institute of Forensic Medicine. This re-development is being funded with \$69 million in Victorian Government funding.

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 Victoria, represented by the Attorney-General.
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.
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 Victoria is limited to payments associated with performance milestones achieved by Victoria 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 Implementation Plan is to provide a replacement tissue banking facility for the Donor Tissue Bank of Victoria, which is compliant with the Therapeutic Goods Administration requirements, purpose built and state-of-the-art. This will allow for retrieval, processing, storage and distribution of tissue products within a regulatory compliant manufacturing environment, in order to ensure increased access to safe and high quality tissue products for transplantation. The facility will include:

on the Ground Floor:

- a dedicated tissue retrieval suite;
- dock;
- liquid nitrogen plant; and
- changing rooms;

on the 1st Floor:

- 4-5 room tissue and cell processing core;
- tissue and cell storage areas;
- material storage and preparation areas (cleaning and disinfection);
- despatch room;
- quality control and product development laboratory;
- offices and staff support areas; and
- administration storage and archives.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

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

Role of Victoria

12. Victoria 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; and
 - (c) meeting all conditions including providing reports in accordance with this Implementation Plan; and
 - (d) all aspects of the delivery, management and performance of the replacement Donor Tissue Bank of Victoria facility, 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 \$13.0 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	Expected due date	Amount
(i) Agreement to the Implementation Plan, completion of detailed design and submission of a progress report to the satisfaction of the Commonwealth.	1 June 2010	\$1,500,000
(ii) Completion of site preparation, award of contract for the construction, and submission of a progress report to the satisfaction of the Commonwealth.	30 November 2010	\$3,000,000
(iii) Commencement of structural works and submission of a progress report to the satisfaction of the Commonwealth	30 May 2011	\$4,000,000
(iv) Completion of structural works, commencement of internal fit-out, and submission of a progress report to the satisfaction of the Commonwealth	15 April 2012	\$4,000,000
(v) Commissioning of the facility and submission of a final report to the satisfaction of the Commonwealth	1 June 2012	\$500,000

14. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the Victorian State 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 (\$13.0 million)

Expenditure item	2009-10	2010-11	2011-12	Total
	Year 1	Year 2	Year 3	
(i) Commonwealth contribution for construction	1.50	7.00	4.50	13.00
(ii) Victoria in-kind land contribution	2.65			2.65
TOTAL	3.15	7.00	4.50	15.65

* This project is being carried out as part of a broader redevelopment of the Coronal Services Centre site, that houses the State Coroner's Office and the Victorian Institute of Forensic Medicine. This re-development is being funded with \$69 million in Victorian Government funding.

16. Having regard to the estimated costs of projects specified in the overall project budget, Victoria 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, Victoria 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

17. Victoria will provide performance reports to the Commonwealth to demonstrate its achievement of performance benchmarks set out in Table 1.
18. Each performance report is to contain the following information:
 - a) a description of actual performance of Victoria in the period to date against the performance benchmarks and project budget;
 - b) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period;
 - c) a description of the work that will be undertaken to complete the remaining performance benchmarks 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 Victoria should be included in the final project report at least 30 days before it is due.