

Implementation Plan for Digital Technology for BreastScreen Australian Capital Territory

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 proposal provides one-off capital funding to enable states and territories to replace analogue mammography machinery with digital mammography systems for the BreastScreen Australia program.

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 the Australian Capital Territory, 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 project milestones specified in this Implementation Plan.
6. This Implementation Plan replaces the previous Implementation Plan for the project which was revised on 25 February 2013.
7. This Implementation Plan may be varied by written agreement between the Ministers.
8. 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 Territory is limited to payments associated with project milestones achieved by the Territory by the date of effect of termination of this Implementation Plan.
9. 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

10. The objective in this Implementation Plan is to assist in the roll-out of digital mammography technology for BreastScreen ACT as part of the BreastScreen Australia program.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

11. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against payment milestones in delivery of the Digital Mammography for BreastScreen Australian Capital Territory project, under this Agreement and in accordance with the project milestones specified in this Implementation Plan to ensure that outputs are delivered within the agreed timeframes; and
 - (b) providing a consequent financial contribution to the Australian Capital Territory to support the implementation of this Agreement

Role of the Territory

12. The Territory is responsible for:
 - (a) all aspects of the delivery on the project outputs set out in this Agreement; and
 - (b) reporting on the delivery of outputs as set out under Project Outcomes.
13. The Territory will also be responsible for ensuring that, for the purposes of the practical completion of a milestone, the project will:
 - (a) be completed and free from defects or omissions, except for defects or omission that are minor in nature, that the Territory cannot reasonably fix, or by fixing, will significantly inconvenience users of the works;
 - (b) not cause any legal or physical impediment to the use and occupation of the property and the works for the designated use; and
 - (c) be fit for the designated use.
14. The Territory is responsible for ensuring that all digital mammography technology purchased:
 - (a) meets the national standards endorsed by the Australian Population Health Development Principal Committee's Screening Subcommittee, National eHealth Transition Authority (NEHTA) and/or Standards Australia for the transmission of images and patient information;
 - (b) meets BreastScreen Australia National Accreditation Standards;
 - (c) enables the electronic collection, storage and transmission of client information and mammography images in accordance with the national standards endorsed by the Australian Population Health Development Principal Committee's Screening Subcommittee, NEHTA and/or Standards Australia;
 - (d) has the capacity to accept and transfer mammography images and client information to and from other jurisdictions; and
 - (e) aligns with national standards or configurations as and when approved by the Australian Population Health Development Principal Committee's Screening Subcommittee developed through the course of this project under the direction of the Department of Health

15. The Territory must provide advice to the Department of Health of the anticipated date of installation of any technology or upgrades at least four weeks prior to the event.

SHARED ROLES

16. 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 the Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PERFORMANCE REPORTING AND FINANCIAL ARRANGEMENTS

17. The maximum financial contribution to be provided by the Commonwealth for the project is **\$5,013,258** payable in accordance with project milestones set out in Table 1. All payments are exclusive of GST.

Table 1: Project milestones and associated payments

Project milestone	Due date	Amount
(i) Installation of 3 x Full Field Digital Mammography Machines, printers and workstations and Picture Archiving and Communication System (PACS).	August 2010	\$4,513,258 (Paid)
(ii) Commencement of integration between ACT PACS and NSW PACS. Documentation to include: <ul style="list-style-type: none"> • Solution Options Paper; • Conceptual Solution Design; and • Project Plan (which will include details on scope, project schedule, budget, project stakeholders, governance arrangements, communication plan and risk management plan). 	Expected May 2014	\$450,000
(iii) Completion of integration and Final Report	Expected June 2014	\$50,000

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

BUDGET

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

Table 2: Overall project budget

Expenditure item	2010-11	2011-12	2012-13	2013-14	Total
(i) Full Field Digital Mammography Machines (3), printer and workstations	\$1,057,937				
(ii) BreastScreen Information System (BIS)	\$870,570				
(iii) Picture Archiving and Communication System (PACS)	\$1,001,060				
(iv) Refurbishments, required network upgrades and implementation	\$1,583,691				
(v) Integration with NSW PACS				\$500,000	
TOTAL	\$4,513,258			\$500,000	\$5,013,258

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

PERFORMANCE REPORTING

21. The Territory will provide performance reports to the Commonwealth to demonstrate its achievement of project milestones set out in Table 1.

22. Each performance report is to contain the following information:

- a) a description of actual performance of the Territory in the period to date against the project milestones 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 project milestones and any expected promotional opportunities during the next reporting period; and
- d) confirmation of the technologies adherence with existing and emerging specifications and standards endorsed by NEHTA and/or Standards Australia and BreastScreen Australia National Accreditation Standards, and the capacity for this technology to be modified to suit future standards or configurations as and when agreed by the Australian Population Health Development Principal Committee's Screening Subcommittee.

23. The final project report is due within 60 Business Days of the completion of the project or termination of this Implementation Plan.
24. 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 the Territory should be included in the final project report at least 30 days before it is due.