



To: Minister Hunt

Subject: **PROJECT AGREEMENTS WITH STATE AND TERRITORY
GOVERNMENTS - COMMUNITY HEALTH AND HOSPITALS PROGRAM
(CHHP) AND OTHER COMMITMENTS AGREED THROUGH THE 2019-20
BUDGET PROCESS**

Critical date: 24 May 2019 to ensure 2018-19 payments can be made by early June.

Recommendation/s:

- | | |
|---|--|
| 1. Agree to offer state and territory Health Ministers (with the exception of NSW) their respective Project Agreements for health initiatives under the 2019-20 Budget (<u>Attachment A</u>); | 1. <u>Agreed/Not agreed/Please discuss</u> |
| 2. Sign the letters to the respective state/territory Minister for Health (<u>Attachment B</u>) offering the Agreements; | 2. <u>Signed/Not signed/Please discuss</u> |
| 3. Note that when executed, the Department will be able to authorise payments for these projects through the Treasury. | 3. <u>Noted</u> |

Signature

Date: 24 / 5 / 19

Comments:

Contact Officer:	Tania Rishniw	First Assistant Secretary, Portfolio Strategies Division	Ph: (02) 6289 3944 s22
Clearance Officer:	Caroline Edwards	Deputy Secretary, Health Systems Policy and Primary Care	Ph: (02) 6289 1235 s22

Issues:

- Recent Budget decisions under the Community Health and Hospitals Program (CHHP) and other Health measures agreed funding for a range of capital infrastructure projects to be delivered through the states and territories. Most of these projects include funding allocations in 2018-19.

3. Draft letters are attached for your signature inviting state/territory Health Minister to sign the relevant Project Agreement on behalf of their respective government (Attachment B).
4. Concurrently, the department has contacted state and territory senior officials to ensure that relevant payments and project agreements can be expedited prior to the end of the financial year.
5. Development of more comprehensive Project Agreements for activities beyond 2018-19 will then proceed early in 2019-20.

Background:

On 12 December 2018, the Prime Minister announced the CHHP. This program will fund projects and services in every state and territory that support patient care, while reducing pressure on community and hospital services.

Following the Prime Minister's announcement, state and territory governments were invited to submit activity details on potential projects to the Department of Health. In addition, a number of proposals were provided directly to your office. A list of proposed state and territory projects to be funded has been consolidated (Attachment C). This information has formed the basis of the Project Agreements. Given the Agreements range over multiple years and have 2018-19 payments associated, the Department has taken a two stage approach to providing the funding to the state and territories, so that the 2018-19 payments can be made this financial year.

The Department has developed agreements based only on the 2018-19 funding profile which will provide one payment in the agreement and will be based on receipt of a signed agreement. This approach should enable the respective state/territory Minister to sign off on their agreement. The agreements will expire on 30 June 2019, which will provide an opportunity for the Department to liaise with state/territory government officials to ensure the next Project Agreements for 2019-20 onwards have more comprehensive timeframes, deliverables and payments developed.

The Project Agreements are subject to the Intergovernmental Agreement on Federal Financial Relations (IGA FFR). The funding has been appropriated to the Department of Health's Specific Purpose Payments. These financial contributions to the operation of the Agreements with the WA, VIC, ACT, NT, QLD, TAS and SA Governments are paid in accordance with Schedule D - Payment Arrangements of the IGA FFR.

Attachments:

A. Project Agreements with:

1. Australian Capital Territory
2. Northern Territory
3. Queensland
4. South Australia
5. Tasmania
6. Victoria
7. Western Australia

B. Letters of Offer to the respective State/Territory Minister for Health:

1. ACT Ms Meegan Fitzharris MLA
2. NT The Hon Natasha Fyles MLA
3. Qld The Hon Dr Steven Miles MP
4. SA The Hon Stephen Wade MLC
5. Tas – The Hon Michael Ferguson MP
6. Vic – The Hon Jenny Mikakos MP
7. WA – The Hon Roger Cook MLA

C. List of proposed State/Territory projects to be funded.

Consultations:

The Commonwealth Treasury, the Department of the Prime Minister and Cabinet and respective state/territory governments were consulted in the preparation of the Project Agreements.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM AUSTRALIAN CAPITAL TERRITORY'S 2018-19 INITIATIVES

An agreement between:

- the **Commonwealth of Australia**; and
- the **Australian Capital Territory**

The output of this project will support the delivery of the 2018-19 Australian Capital Territory Initiatives under the Community Health and Hospitals Program

Project Agreement for the Community Health and Hospitals Program Australian Capital Territory's 2018-19 Initiatives

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of the Australian Capital Territory Initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. The Australian Capital Territory will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to the Australian Capital Territory of \$0.784 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Australian Capital Territory.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and the Australian Capital Territory sign it and will expire on 30 June 2019 as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT(S)

Output(s)

8. The outputs of this Agreement will be:
 - (a) Youth Mental Health and Suicide Prevention.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the Australian Capital Territory's initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the Australian Capital Territory to support the implementation of this Agreement;
 - (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme is contracted; and
 - (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of the Australian Capital Territory

10. The Australian Capital Territory will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement;
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (c) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (d) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
11. The Australian Capital Territory will be responsible for ensuring that, for the purposes of practical completion, construction projects will:
 - (a) be complete and free from defects or omissions, except for the defects or omissions that are minor in nature, that the Australian Capital Territory Government cannot reasonably fix, or by fixing, will be 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.

Shared roles

- 12. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

- 13. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones	Due	Payment
Youth Mental Health and Suicide Prevention	On signing the Project Agreement.	30 May 2019	\$0.784m

- 14. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

- 15. The Australian Capital Territory will provide performance reports in accordance with Table 1 during the operation of the Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

- 16. The Commonwealth will provide an estimated total financial contribution to the Australian Capital Territory of \$0.784 million in respect of this Agreement. All payments are GST exclusive.
- 17. The Commonwealth's funding contribution will not be reduced where the Australian Capital Territory secures funding from other activity partners.
- 18. The Commonwealth's and the Australian Capital Territory's estimated financial contributions to the operation of this Agreement, including through National Partnership payments paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2018-19	Total
Estimated total budget	0.784	0.784
Less estimated National Partnership Payments	0.784	0.784

19. Having regard to the agreed estimated costs of projects specified in this Agreement, 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 agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the Australian Capital Territory to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

21. The Agreement may be amended at any time by agreement in writing by both Parties.
22. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth
of Australia by*

The Honourable Greg Hunt MP

Minister for Health

Date _____

Signed *for and on behalf of the
Australian Capital Territory by*

The Honourable Meegan Fitzharris MP

Minister for Health and Wellbeing

Date _____

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project 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

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BY THE DEPARTMENT OF HEALTH

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM NORTHERN TERRITORY'S 2018-19 INITIATIVES

An agreement between:

- the **Commonwealth of Australia**; and
- the **Northern Territory**

The output of this project will support the delivery of the 2018-19 Northern Territory Initiatives under the Community Health and Hospitals Program.

Project Agreement for the Community Health and Hospitals Program Northern Territory's 2018-19 Initiatives

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of the Northern Territory Initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. Northern Territory will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Northern Territory of \$0.1 million exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Northern Territory.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and the Northern Territory sign it and will expire on 30 June 2019 or unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUTS

Outputs

8. The outputs of this Agreement will be:
- (a) Design and construction of a 12 single person accommodation units at the Tennant Creek Hospital.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
- (a) monitoring and assessing achievement against milestones in the delivery of the Northern Territory's Initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the Northern Territory to support the implementation of this Agreement;
 - (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme is contracted; and
 - (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of the Northern Territory

10. The Northern Territory will be responsible for:
- (a) all aspects of delivering on the project outputs set out in this Agreement;
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (c) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (d) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
11. The Northern Territory will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:
- (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that Northern 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.

Shared roles

12. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

13. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance Milestones or Benchmarks	Due	Payment (GST exclusive)
Staff Accommodation Block at Tennant Creek Hospital	On signing the Project Agreement.	30 May 2019	\$100,000

14. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

15. The Northern Territory will provide performance reports in accordance with Table 1 during the operation of the Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to the Northern Territory of \$0.1 million in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where the Northern Territory secures funding from other activity partners.
18. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the Northern Territory, is paid in accordance with Schedule D — Payment Arrangements of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2018-19	Total
Estimated total budget	0.1	0.1
Less estimated National Partnership Payments	0.1	0.1

19. Having regard to the agreed estimated costs of projects specified in this Agreement, the Northern 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 Northern Territory bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the Northern Territory to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

21. The Agreement may be amended at any time by agreement in writing by both Parties.
22. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice to the other Party of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

*Signed for and on behalf of the Commonwealth of
Australia by*

The Honourable Greg Hunt MP

Minister for Health

[Day] [Month] [Year]

*Signed for and on behalf of the
Northern Territory by*

The Honourable Natasha Fyles MLA

Attorney-General and Minister for Justice;
Minister for Health; Minister for Arafura Games;
Minister for Disabilities

[Day] [Month] [Year]

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project 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

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BY THE DEPARTMENT OF HEALTH

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM QUEENSLAND'S 2018-19 INITIATIVES

An agreement between:

- the **Commonwealth of Australia**; and
- the State of **Queensland**.

The output of this project will support the delivery of the Queensland's 2018-19 Initiatives under the Community Health and Hospitals Program.

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM QUEENSLAND'S 2018-19 INITIATIVES

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of the Queensland Initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. Queensland will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Queensland of \$8.05 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and Queensland.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Queensland sign it and will expire on 30 June 2019 or on completion of the project, including final performance reporting

and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties

PART 2 – PROJECT OUTPUTS

Outputs

8. The outputs of this Agreement will be:

- (a) Refurbishment of the medical imaging facility at Bowen Hospital and the installation of a Computed Tomography scanner (CT).
- (b) Refurbishment of the Children's Space at Logan Hospital.
- (c) Redevelopment of the Emerald Hospital Emergency Department and New Theatres

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:

- (a) monitoring and assessing achievement against milestones in the delivery of the Queensland initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe;
- (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.
- (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme is contracted; and
- (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of Queensland

10. The Queensland will be responsible for:

- (a) all aspects of delivering on the project outputs set out in this Agreement;
- (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
- (c) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
- (d) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors and providing the necessary assurances to the Commonwealth.

11. Queensland will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:
 - (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that Queensland 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.

Shared roles

12. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of events, announcements, promotional material or publicly relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

13. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Output	Performance Milestone or Benchmark	Due	Payment (GST exclusive)
Computed Tomography Scanner for Bowen Hospital	On signing the Project Agreement	30 May 2019	\$5,000,000
Refurbishment of the Children's Space at Logan Hospital.	On signing the Project Agreement	30 May 2019	\$50,000
Emerald Emergency Department Upgrade – New Theatres	On signing the Project Agreement	30 May 2019	\$3,000,000

14. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

15. Queensland will provide performance reports in accordance with Table 1 during the operation of the Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to Queensland of \$8.05 million in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners.
18. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Queensland, is paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	18-19	Total
Estimated total budget	8.05	8.05
Less estimated National Partnership Payments	8.05	8.05

19. Having regard to the agreed estimated costs of projects specified in this Agreement, Queensland 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, Queensland bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Queensland to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

21. The Agreement may be amended at any time by agreement in writing by both Parties.
22. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice to other Party of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth
of Australia by*

The Honourable Greg Hunt MP

Minister for Health

Date _____

Signed *for and on behalf of the
State of Queensland by*

The Honourable Dr Steven Miles MP

Minister for Health and Minister for Ambulance
Services

Date _____

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THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project 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

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM SOUTH AUSTRALIA'S 2018-19 INITIATIVES.

An agreement between:

- the **Commonwealth of Australia**; and
- the **State of South Australia**

Project Agreement for the Community Health and Hospitals Program South Australia's 2018 -19 Initiatives

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of South Australian Initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. South Australia will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to South Australia of \$35 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of South Australia.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and South Australia sign it and will expire on 30 June 2019 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT(S)

Output(s)

8. Assist South Australia deliver the following initiatives under the Community Health and Hospital Program:
 - (a) Constructing a new Brain and Spinal Injury facility at the Repatriation Hospital. This includes:
 - i. constructing a new brain injury ward, supporting therapy space and a four bed Swing Ward;
 - ii. repurposing the existing General Rehabilitation Ward to a Spinal Ward;
 - iii. refitting existing supporting spaces for specific specialist rehabilitation services; and
 - iv. upgrading finishes throughout the existing building.
 - (b) Repatriation Hospital Residential Eating Disorders Treatment Centre

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of initiatives under the Community Health and Hospital Program under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to South Australia to support the implementation of this Agreement;
 - (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and
 - (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of the South Australia

10. South Australia will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement;
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (c) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and

- (d) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
11. South Australia will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:
- (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that Queensland 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 use for the designated use.

Shared roles

11. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones	Due	Payment
Construction of a new Brain and Spinal Injury facility at the Repat Hospital	On signing the Project Agreement.	30 May 2019	\$30 m
Repatriation Hospital Residential Eating Disorders Treatment Centre	On signing the Project Agreement.	30 May 2019	\$5.0m

13. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

14. South Australia will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description and photographs of actual performance in the period to date against the project milestones.
15. South Australia will also provide bi-annual project status reports with photographs in May and November each year via the Commonwealth Department of Health's Capital Works Portal system in accordance with the template at Schedule A, until the completion of the projects; and
16. South Australia will provide a final report including a Certificate of Practical Completion for each project, a brief description of the project and official opening dates which can be used for public information and dissemination purposes. This will include a description of the conduct, benefits and outcomes of the projects.

PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide an estimated total financial contribution to South Australia of \$35 million in respect of this Agreement. All payments are GST exclusive.
18. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
19. The Commonwealth's and the South Australia's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the South Australia paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	18-19	Total
Estimated total budget	35.0	35.0
Less estimated National Partnership Payments	35.0	35.0

20. Having regard to the agreed estimated costs of projects specified in this Agreement, South 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, South Australia bear all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for South Australia to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

21. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

22. The Agreement may be amended at any time by agreement in writing by both Parties.
23. Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

24. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

25. Either Party may give notice of a dispute under this Agreement.
26. Officials of both Parties will attempt to resolve any dispute in the first instance.
27. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTI)
BY THE DEPARTMENT OF HEALTH

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth
of Australia by*

The Honourable Greg Hunt MP

Minister for Health

Date _____

Signed *for and on behalf of the
State of South Australian by*

The Honourable Stephen Wade MLC

Minister for Health and Wellbeing

Date _____

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project 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

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM TASMANIAN'S 2018-19 INITIATIVES

An agreement between:

- the Commonwealth of Australia; and
- the State of Tasmania.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Project Agreement for the Community Health and Hospitals Program Tasmanian's 2018-19 Initiatives

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of the Tasmanian Government's Initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. The Tasmania Government will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Tasmania of \$9.4 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of Tasmania.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Tasmania sign it and will expire on 30 June 2019 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT(S)

Output(s)

8. The outputs of this Agreement will be:
 - (a) The construction of a facility to enhance elective surgery waiting list across Tasmania.
 - (b) The construction of a facility and purchase of a Linear Accelerator for the North West Regional Hospital.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of Tasmania's initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to Tasmania to support the implementation of this Agreement;
 - (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme is contracted; and
 - (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of Tasmania

10. Tasmania will be responsible for:
 - (a) all aspects of delivering on the project outputs as set out in this Agreement;
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (c) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (d) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
11. Tasmania will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:
 - (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that Tasmania 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.

Shared roles

- 12. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

- 13. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones	Due	Payment
Construction of a facility to enhance elective surgery	On signing the Project Agreement	30 May 2019	\$5,000,000
Construction of a facility and purchase of a Linear Accelerator for the North West Regional Hospital	On signing the Project Agreement	30 May 2019	\$4,400,000

- 14. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

- 15. Tasmania will provide performance reports in accordance with Table 1 during the operation of the Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

- 16. The Commonwealth will provide an estimated total financial contribution to Tasmania of \$9.4 million in respect of this Agreement. All payments are GST exclusive.
- 17. The Commonwealth's funding contribution will not be reduced where Tasmania secures funding from other activity partners.

18. The Commonwealth's and Tasmania's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to Tasmania paid in accordance with *Schedule D — Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2018-19	Total
Estimated total budget	9.4	9.4
Less estimated National Partnership Payments	9.4	9.4

19. Having regard to the agreed estimated costs of projects specified in this Agreement, Tasmania 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, Tasmania bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Tasmania to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

21. The Agreement may be amended at any time by agreement in writing by both Parties.
22. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice of a dispute to the other Party under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth
of Australia by*

The Honourable Greg Hunt MP

Minister for Health

Date _____

Signed *for and on behalf of the
State of Tasmania by*

The Honourable Michael Ferguson MP

Minister for Health

Date _____

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project 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

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM VICTORIA'S 2018-19 INITIATIVES

An agreement between:

- the **Commonwealth of Australia**; and
- the State of **Victoria**.

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Project Agreement for the Community Health and Hospitals Program Victoria's 2018-19 Initiatives

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of the Victoria's initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. Victoria will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Victoria of \$3.514 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and Victoria.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Victoria sign it and will expire on 30 June 2019 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT(S)

Output(s)

8. The outputs of this Agreement will be:
- (a) Bass Coast Health – Phillip Island Hub expansion of radiology and chemotherapy chairs and a surgical and paediatric wards.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
- (a) monitoring and assessing achievement against milestones in the delivery of Victoria's initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to Victoria to support the implementation of this Agreement.
 - (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme is contracted; and
 - (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of Victoria

10. Victoria will be responsible for:
- (a) all aspects of delivering on the project outputs as set out in this Agreement;
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (c) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (d) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors and providing the necessary assurances to the Commonwealth.
11. Victoria will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:
- (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that Victoria 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.

Shared roles

- 12. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of events, announcements, promotional material or publicly relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

- 13. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Output	Performance Milestone or Benchmark	Due	Payment (GST exclusive)
Bass Coast Health – Phillip Island Hub expansion of radiology and chemotherapy chairs and a surgical and paediatric wards.	On signing the Project Agreement	30 May 2019	\$3.514 m

- 14. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

- 15. Victoria will provide performance reports in accordance with Table 1 during the operation of the Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

- 16. The Commonwealth will provide an estimated total financial contribution to Victoria of \$3.514 million in respect of this Agreement. All payments are GST exclusive.
- 17. The Commonwealth's funding contribution will not be reduced where Victoria secures funding from other activity partners.

18. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Victoria paid in accordance with *Schedule D — Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2018-19	Total
Estimated total budget	3.514	3.514
Less estimated National Partnership Payments	3.514	3.514

19. Having regard to the agreed estimated costs of projects specified in this Agreement, 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 agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Victoria to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

21. The Agreement may be amended at any time by agreement in writing by both Parties.
22. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice of a dispute to the other Party under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth
of Australia by*

The Honourable Greg Hunt MP

Minister for Health

Date _____

Signed *for and on behalf of the
State of Victoria by*

The Honourable Jenny Mikakos MP

Minister for Health

Date _____

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project 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

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM WESTERN AUSTRALIAN'S 2018-19 INITIATIVES

An agreement between:

- the Commonwealth of Australia; and
- the State of Western Australia

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Project Agreement for the Community Health and Hospital Program Western Australian's 2018-19 Initiatives

OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

Purpose

2. This Agreement will support the delivery of the Western Australian Initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. Western Australia will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones, Reporting and Payments.

Financial Arrangements

4. The Commonwealth will provide an estimated total financial contribution to Western Australia of \$3.2 million, exclusive of GST in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of Western Australia.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Western Australia sign it and will expire on 30 June 2019 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT(S)

Output(s)

8. The outputs of this Agreement will be:

- (a) Construction of a new Women and Newborn service at the King Edward Memorial Hospital.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:

- (a) monitoring and assessing achievement against milestones in the delivery of the Western Australian initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe;
- (b) providing a consequent financial contribution to Western Australia to support the implementation of this Agreement;
- (c) in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction Work Health and Safety (WHS) Accreditation Scheme is contracted; and
- (d) ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.

Role of the Western Australia

10. Western Australia will be responsible for:

- (a) all aspects of delivering on the project outputs set out in this Agreement;
- (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
- (c) ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
- (d) ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.

11. Western Australia will also be responsible for ensuring that, for the purposes of practical completion, construction projects will:

- (a) be complete and free from defects or omissions, except for defects or omissions that are minor in nature, that Western Australia 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.

Shared roles

12. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, 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.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

13. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones	Due	Payment
Construction of a new Women and Newborn service at the King Edward Memorial Hospital	On signing the Project Agreement	30 May 2019	\$3.2 m

14. If a milestone is met in advance of the due date, where the relevant performance report demonstrates that the milestone has been met, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

Reporting arrangements

15. Western Australia will provide performance reports in accordance with Table 1 during the operation of the Agreement.

PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to Western Australia of \$3.2 million in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where Western Australia secures funding from other activity partners.
18. The Commonwealth's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to Western Australia is paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2018-19	Total
Estimated total budget	3.2	3.2
Less estimated National Partnership Payments	3.2	3.2

19. Having regard to the agreed estimated costs of projects specified in this Agreement, 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 agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Western Australia to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

Variation of the Agreement

21. The Agreement may be amended at any time by agreement in writing by both Parties.
22. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

The Parties have confirmed their commitment to this agreement as follows:

Signed *for and on behalf of the Commonwealth
of Australia by*

The Honourable Greg Hunt MP

Minister for Health

Date _____

Signed *for and on behalf of the
State of Western Australia by*

The Honourable Roger Cook MLA

Deputy Premier; Minister for Health; Minister for
Mental Health

Date _____

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH

Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project 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

THIS DOCUMENT HAS BEEN RELEASED UNDER
THE FREEDOM OF INFORMATION ACT 1982 (CTH)
BY THE DEPARTMENT OF HEALTH



The Hon Greg Hunt MP
Minister for Health

Ref No: MS19-000790

24 MAY 2019

Ms Meegan Fitzharris MLA
Minister for Health and Wellbeing
Legislative Assembly for the ACT
GPO Box 1020
CANBERRA ACT 2601

Dear Minister

I am writing to inform you that a total of \$31.103 million has been approved for projects across the Australian Capital Territory through the \$1.25 billion available in the Community Health and Hospitals Program (CHHP). In response to your government's request for funding through the CHHP, I am pleased to inform you that the total funding to the ACT government is \$23.774 million over six years.

The attached Project Agreement provides for the Commonwealth's first payment for 2018-19, a contribution of \$784,000 for youth mental health and suicide prevention services.

The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office for execution by 30 May 2019. Payments will be made this financial year after a signed Agreement and letter setting out the project plan are received. Officials will then develop a new Project Agreement for this activity covering the period from 2019-20 onwards.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

The Australian Government is committed to working with the states and territories on long-term reforms to improve health outcomes and I appreciate your commitment to implement this important health infrastructure project.

If you require further information please contact Dr Anne-marie Boxall, Assistant Secretary, on 02 6289 5668 or email anne-marie.boxall@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)



**The Hon Greg Hunt MP
Minister for Health**

Ref No: MS19-000790

24 MAY 2019

The Hon Natasha Fyles MLA
Minister for Health
Parliament House
DARWIN NT 0800

Dear Minister

I am writing to inform you that a total of \$30.921 million has been approved for projects across Northern Territory through the \$1.25 billion Community Health and Hospitals Program (CHHP). In response to your government's request for funding through CHHP, I am pleased to inform you that the total funding to the Northern Territory government is \$29.721 million over six years.

The attached Project Agreement provides for the Commonwealth's first payment for 2018-19, a contribution of \$155,000 for the design and construction of 12 single person accommodation units at Tennant Creek Hospital, and to provide remote point of care pathology testing. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office for execution by 30 May 2019. Payments will be made this financial year after a signed Agreement and letter setting out the project plan are received. Officials will then develop a new Project Agreement for this activity covering the period from 2019-20 onwards.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

The Australian Government is committed to working with the states and territories on long-term reforms to improve health outcomes and I appreciate your commitment to implement this important health infrastructure project.

If you require further information please contact Dr Anne-marie Boxall, Assistant Secretary, on 02 6289 5668 or email anne-marie.boxall@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)



**The Hon Greg Hunt MP
Minister for Health**

Ref No: MS19-000790

24 MAY 2019

The Hon Dr Steven Miles MP
Minister for Health and Minister for Ambulance Services
1 William Street
BRISBANE QLD 4000

Dear Minister

I am writing to inform you that a total of \$283.217 million has been approved for projects across Queensland through the \$1.25 billion Community Health and Hospitals Program (CHHP). In response to your government's request for funding through CHHP, I am pleased to inform you that the total funding to the Queensland government is \$151.4 million over seven years.

The attached Project Agreement provides for the Commonwealth's first payment for 2018-19, a contribution of \$8.05 million towards a CT scanner at Bowen Hospital and refurbishment projects at Logan and Emerald hospitals. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office for execution by 30 May 2019. Payments will be made this financial year after a signed Agreement and letter setting out the project plan are received. Officials will then develop a new Project Agreement for this activity covering the period from 2019-20 onwards.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

The Australian Government is committed to working with the states and territories on long-term reforms to improve health outcomes and I appreciate your commitment to implement this important health infrastructure project.

If you require further information please contact Dr Anne-marie Boxall, Assistant Secretary, on 02 6289 5668 or email anne-marie.boxall@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)



**The Hon Greg Hunt MP
Minister for Health**

Ref No: MS19-000790

24 MAY 2019

The Hon Stephen Wade MLC
Minister for Health and Wellbeing
Parliament House
ADELAIDE SA 5000

Dear Minister

I am writing to inform you that a total of \$69.969 million has been approved for projects across South Australia through the \$1.25 billion Community Health and Hospitals Program (CHHP). In response to your government's request for funding through the CHHP, I am pleased to inform you that the total funding to the South Australian government is \$63.360 million over seven years.

The attached Project Agreement provides for the Commonwealth's first payment for 2018-19, a contribution of \$35 million for an eating disorders treatment centre and construction of a new Brain and Spinal Injury facility at the Repatriation Hospital. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office for execution by 30 May 2019. Payments will be made this financial year after a signed Agreement and letter setting out the project plan are received. Officials will then develop a new Project Agreement for this activity covering the period from 2019-20 onwards.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

The Australian Government is committed to working with the states and territories on long-term reforms to improve health outcomes and I appreciate your commitment to implement this important health infrastructure project.

If you require further information please contact Dr Anne-marie Boxall, Assistant Secretary, on 02 6289 5668 or email anne-marie.boxall@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)



The Hon Greg Hunt MP
Minister for Health

Ref No: MS19-000790

24 MAY 2019

The Hon Michael Ferguson MP
Minister for Health
House of Assembly
Parliament House
HOBART TAS 7000

Dear Minister

I am writing to inform you that a total of \$32.385 million has been approved for projects across Tasmania through the \$1.25 billion available in the Community Health and Hospitals Program (CHHP). In response to your government's request for funding through CHHP, I am pleased to inform you that the total funding to the Tasmanian government is \$24.4 million over five years.

The attached Project Agreement provides for the Commonwealth's first payment for 2018-19, a contribution of \$9.4 million for the construction of a facility to enhance elective surgery waiting list and the construction of a facility and purchase of a linear accelerator for the North West Regional Hospital. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office for execution by 30 May 2019. Payments will be made this financial year after a signed Agreement and letter setting out the project plan are received. Officials will then develop a new Project Agreement for this activity covering the period from 2019-20 onwards.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

The Australian Government is committed to working with the states and territories on long-term reforms to improve health outcomes and I appreciate your commitment to implement this important health infrastructure project.

If you require further information please contact Dr Anne-marie Boxall, Assistant Secretary, on 02 6289 5668 or email anne-marie.boxall@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)



The Hon Greg Hunt MP
Minister for Health

Ref No: MS19-000790

The Hon Jenny Mikakos MP
Minister for Health
Level 22
50 Lonsdale Street
MELBOURNE VIC 3000

24 MAY 2019

Dear Minister

I am writing to inform you that a total of \$410.940 million has been approved for projects across Victoria through the \$1.25 billion Community Health and Hospitals Program (CHHP). In response to your government's request for funding through CHHP, I am pleased to inform you that the total funding to the Victorian government is \$213.414 million over seven years.

The attached Project Agreement provides for the Commonwealth's first payment for 2018-19, a contribution of \$14.694 million for the Phillip Island Hub expansion of radiology and chemotherapy chairs and surgical and paediatric wards, the Aikenhead Centre for Medical Discovery, and the Melbourne Paediatric Colorectal and Pelvic Reconstruction Centre. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office for execution by 30 May 2019. Payments will be made this financial year after a signed agreement and letter setting out the project plan are received. Officials will then develop a new Project Agreement for this activity covering the period from 2019-20 onwards.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

The Australian Government is committed to working with the states and territories on long-term reforms to improve health outcomes and I appreciate your commitment to implement this important health infrastructure project.

If you require further information please contact Dr Anne-marie Boxall, Assistant Secretary, on 02 6289 5668 or email anne-marie.boxall@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)



**The Hon Greg Hunt MP
Minister for Health**

Ref No: MS19-000790
24 MAY 2019

The Hon Roger Cook MLA
Deputy Premier; Minister for Health; Mental Health
13th Floor, Dumas House
2 Havelock Street
WEST PERTH WA 6005

Dear Minister

I am writing to inform you that a total of \$195.271 million has been approved for projects across Western Australia through the \$1.25 billion Community Health and Hospitals Program (CHHP). In response to your government's request for funding through CHHP, I am pleased to inform you that the total funding to the Western Australian government is \$121.934 million over seven years.

The attached Project Agreement provides for the Commonwealth's first payment for 2018-19, a contribution of \$3.2 million towards the construction of a new Women and Newborn service at the King Edward Memorial Hospital. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office for execution by 30 May 2019. Payments will be made this financial year after a signed Agreement and letter setting out the project plan are received. Officials will then develop a new Project Agreement for this activity covering the period from 2019-20 onwards.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

The Australian Government is committed to working with the states and territories on long-term reforms to improve health outcomes and I appreciate your commitment to implement this important health infrastructure project.

If you require further information please contact Dr Anne-marie Boxall, Assistant Secretary, on 02 6289 5668 or email anne-marie.boxall@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)

ATTACHMENT C.

State/Territory	Project/s	Funding in 2018-19
WA	Construction of a new Women and Newborn service at the King Edward Memorial Hospital.	\$3.2 million
VIC	Bass Coast Health – Phillip Island Hub expansion of radiology and chemotherapy chairs and a surgical and paediatric wards.	\$3.514 million
ACT	Youth Mental Health and Suicide Prevention.	\$0.784 million
NT	Design and construction of 12 single person accommodation units at the Tennant Creek Hospital.	\$0.1 million
QLD	(1) Refurbishment of the medical imaging facility at Bowen Hospital and the installation of a Computed Tomography scanner. (2) Refurbishment of the Children's Space at Logan Hospital. (3) Redevelopment of the Emerald Hospital Emergency Department and New Theatres.	\$5 million \$0.05 million \$3 million
TAS	(1) Construction of a facility to enhance elective surgery waiting lists across Tasmania. (2) Construction of a facility and purchase of a Linear Accelerator for the North West Regional Hospital.	\$5 million \$4.4 million
SA	(1) Constructing a new Brain and Spinal Injury facility at the Repatriation Hospital. (2) Repatriation Hospital Residential Eating Disorders Treatment Centre.	\$30 million \$5 million