

NATIONAL PARTNERSHIP AGREEMENT ON HEALTH INFRASTRUCTURE

Council of
Australian
Governments

An Agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
 - ◆ The State of New South Wales
 - ◆ The State of Victoria
 - ◆ The State of Queensland
 - ◆ The State of Western Australia
 - ◆ The State of South Australia
 - ◆ The State of Tasmania
 - ◆ The Australian Capital Territory
 - ◆ The Northern Territory of Australia

An Agreement between the Commonwealth and the States and Territories to improve the health and wellbeing of Australians through delivering and maintaining high quality physical and technological health infrastructure.

National Partnership Agreement on Health Infrastructure

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Agreement is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement. In particular, the Schedules to the Intergovernmental Agreement include direction in respect of performance reporting and payment arrangements.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this Agreement. However, the Parties have also agreed other objectives and outcomes – for example, in the National Indigenous Reform Agreement – which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties.
3. This Agreement provides for joint investment in high quality physical and technological infrastructure for the health sector.
4. Funding for some projects is provided from the Commonwealth's Health and Hospital Fund, which was established as a financing source for health infrastructure priorities.

PART 1 – FORMALITIES

Parties to this Agreement

5. The Parties to this Agreement are the Commonwealth of Australia and the States and Territories (the States).
6. In entering this Agreement, the Commonwealth and the States recognise that they have a mutual interest in delivering high quality health infrastructure and need to work together to achieve this.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and, will, in respect to any State, expire when that Party has:

- (a) completed all agreed Projects (excluding any Project terminated in accordance with this Agreement);
- (b) completed applicable reform requirements relating to Implementation Plans agreed under this National Partnership; and
- (c) provided all of the Reports required under this Agreement.

Delegations

- 8. The Commonwealth Minister for Health or responsible portfolio Minister is authorised to agree Schedules to this Agreement or Implementation Plans on behalf of the Commonwealth.
- 9. The Commonwealth Minister for Health or responsible portfolio Minister, or the Minister's delegate, is authorised to certify that payments may be made to the States on the achievement of performance benchmarks specified in Implementation Plans.
- 10. The relevant State Minister is authorised to agree Schedules or Implementation Plans on behalf of their State.
- 11. The parties agree that Implementation Plans will be consistent with the design principles in Schedule E of the Intergovernmental Agreement on Federal Financial Relations.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

- 12. Through this Agreement, the Parties are committed to improving the health and wellbeing of Australians through the provision of high quality physical and technological health infrastructure.

Outcomes

- 13. The Agreement will contribute to the outcomes agreed in the National Healthcare Agreement.

Outputs

- 14. The objectives and outcomes of this Agreement will be achieved by funding and delivering on the infrastructure projects that are detailed in the Implementation Plans which are Schedules to this Agreement.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

- 15. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities for individual projects, as outlined in the Schedules and/or Implementation Plans to this Agreement.

Role of the Commonwealth

16. The Commonwealth will, in conjunction with any additional roles and responsibilities set out under Schedules or Implementation Plans, provide funding to States in accordance with the Schedules and Implementation Plans to this Agreement.

Role of the States and Territories

17. The States will, in conjunction with any additional roles and responsibilities set out under Schedules or Implementation Plans be responsible for:
 - (a) planning, delivering, and reviewing of projects;
 - (b) managing all financial and operational risk associated with projects;
 - (c) ensuring that projects comply with all applicable Commonwealth and State and Territory laws; and
 - (d) ensuring the health infrastructure under this agreement is operated and maintained in accordance with its original purpose.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

18. The Commonwealth and the States agree to meet the performance benchmarks, indicators and milestones specified in the Schedules and Implementation Plans to this Agreement.
19. The States will provide reports to the Commonwealth against the performance indicators, timelines or milestones as detailed in the Schedules and Implementation Plans to this Agreement.
20. Reporting requirements in Schedules and Implementation Plans will be sufficient to inform the public about progress under the relevant initiative. Reporting requirements will be in proportion to the size of projects, to ensure that administrative costs are proportionate to the total costs of the initiative. Reporting requirements for existing funding agreements, which will become Schedules under this National Partnership Agreement, will continue as set out in those funding agreements.
21. The parties agree that reporting under individual initiatives will be streamlined wherever possible.

PART 5 – FINANCIAL ARRANGEMENTS

22. The Commonwealth will provide funding to the States as set out in the Schedules and Implementation Plans to this Agreement.
23. The amount the Commonwealth will pay to a State will be clearly specified against performance benchmarks in the Implementation Plans.
24. States agree to ensure the health infrastructure under this agreement is operated and maintained in accordance with its original purpose.

25. The Commonwealth will make a financial contribution to the estimated cost of the projects specified in Implementation Plans attached as schedules to this Agreement. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
26. Having regard to the agreed estimated costs of projects specified in an Implementation Plan, a State 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 States bear all risk should projects exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects cost-effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

27. Any Party may give notice to other Parties of a dispute under this Agreement.
28. The relevant delegates will attempt to resolve any dispute in the first instance.
29. If a dispute cannot be resolved between the relevant delegates, it may be escalated to the relevant Ministers or Ministerial Council for consideration.
30. If a dispute cannot be resolved by the relevant Ministerial Council, it may be referred by a Party to COAG for consideration.

Review of the Agreement

31. The Agreement will be reviewed at least once every three years with regard to progress made by the Parties in respect of achieving the agreed outcomes and changing health infrastructure needs.

Variation of the Agreement

32. The Agreement may be amended at any time by Agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
33. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Implementation plans and schedules

34. This agreement provides a mechanism for the Commonwealth and the States to collaborate on diverse projects that improve health infrastructure. The parties agree that signing this National Partnership Agreement does not imply agreement to Implementation Plans. Implementation Plans for individual initiatives will be negotiated in good faith, having regard to the content of previous funding agreements where applicable.

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Kevin Rudd MP

Prime Minister of the Commonwealth of Australia

7 December 2009

Signed for and on behalf of the State of New South Wales by

The Honourable Kristina Keneally MP

Premier of the State of New South Wales

7 December 2009

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP

Premier of the State of Queensland

7 December 2009

Signed for and on behalf of the State of South Australia by

The Honourable Mike Rann MP

Premier of the State of South Australia

7 December 2009

Signed for and on behalf of the Australian Capital Territory by

Jon Stanhope MLA

Chief Minister of the Australian Capital Territory

7 December 2009

Signed for and on behalf of the State of Victoria by

The Honourable John Brumby MP

Premier of the State of Victoria

7 December 2009

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

The Honourable Colin Barnett MLA

Premier of the State of Western Australia

7 December 2009

Signed for and on behalf of the State of Tasmania by

The Honourable David Bartlett MP

Premier of the State of Tasmania

7 December 2009

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA

Chief Minister of the Northern Territory of Australia

7 December 2009