

Agreement between NSW Ministry of Health (MoH) and the Department of Health and Human Services Victoria (DHHS) – for the funding of the redevelopment of Albury Hospital Emergency Department

Part 1 — Preliminaries

1. The State of New South Wales (**NSW**) and the State of Victoria (**Victoria**) have entered into an intergovernmental agreement to enable the cross-border integration of health services in the Albury Wodonga area (**the Intergovernmental Agreement**). As part of this, Albury Wodonga Health (**AWH**) has responsibility for the delivery of hospital services at the Albury Hospital campus
2. The Intergovernmental Agreement states management of projects relating to infrastructure
 - (a) The parties agree that:
 - (i) any project relating to Infrastructure at the Albury Campus or any Albury Satellite Campus valued at less than \$10 million will be managed by AWH and delivered in accordance with its relevant funding agreements;
 - (ii) any project relating to Infrastructure at the Wodonga Campus or any Wodonga Satellite Campus valued at less than \$10 million will be managed by AWH, with oversight from Victoria.
3. The Victorian Health and Human Services Building Authority will lead governance and management arrangements for projects relating to Infrastructure at any campus that are valued in excess of \$10 million unless otherwise agreed by the Strategic Planning Committee.
4. AWH wishes to obtain funding from NSW for the expansion of the Emergency Department at the Albury Campus and has applied for funding under a business case dated 6 July 2018 (**Application**), a copy of which is attached under Attachment 1 .
5. NSW agrees to provide funding to Victoria to enable AWH to undertake (“Project Option recommended in the Planning Assurance Review Feasibility (Page 6) as set out in the Application (**the Project**) under Attachment 2 on the terms of this Agreement (**Agreement**).

Part 2 — Parties and operation of the Agreement

Parties to the Agreement

6. The parties to this Agreement are the State of New South Wales (as represented by the Ministry of Health) and the State of Victoria (as represented by the Department of Health and Human Services).

Commencement and duration of the Agreement

7. This Agreement will commence upon signing of this Agreement and will end on the earlier of:
 - (a) the day that is 60 days after the date on which AWH has provided NSW with all deliverables required under and in accordance with this Agreement; or
 - (b) the date on which this Agreement is terminated.

Operation within the Intergovernmental Agreement

8. This Agreement operates within the Intergovernmental Agreement. The parties acknowledge and agree that in performing their obligations under this Agreement the parties will act consistently with the principles detailed in the Intergovernmental Agreement. Any matter not expressly dealt with in this Agreement will be dealt with in accordance with the principles contained in the Intergovernmental Agreement or

otherwise resolved in accordance with the provisions of the Intergovernmental Agreement.

Part 3 — Roles and responsibilities of the parties

9. The parties will undertake activities as outlined in this Agreement, support implementation where relevant and monitor achievement against milestones.
10. Agreed the Victorian Health and Human Services Building Authority (VHHSBA) is undertaking the Project, and it is therefore required to do all things reasonably necessary to give effect to this Agreement.
11. An Inter-Governmental Committee (IGC) will be established to ensure appropriate Project governance. The IGC will include representatives from the DHHS, VHHSBA, Albury Wodonga Health, NSW Ministry of Health and NSW Health Infrastructure. The IGC will also consider the clinical and architectural planning for the facility.

Part 4 — Funds

Payments

12. The maximum amount of funds payable by NSW under this Agreement is \$30.48M (exclusive of GST).
13. Subject to the terms of this Agreement, NSW will pay the funds to in accordance with the dates set out below:

Milestone	Milestone Achievement Criteria	Milestone Payment Amount	Milestone Due Date
Execution of Funding Agreement	Execution of Funding Agreement between NSW Health and DHHS	\$20.48 million	Payment 30 days after execution of Funding Agreement
Commencement of Construction	DHHS must advise NSW Health with agreed evidence that the following has been achieved prior to requesting the Milestone Payment Amount: (i) Confirmation of final design by way of letter from AWH; (ii) Confirmation from AWH that a contractor has been appointed to perform building works and the appointment was made in compliance with all relevant constructions laws for public construction; and (iii) Confirmation by way of letter from AWH to NSW Health that construction has formally commenced.	\$10.0 million	Payment after 1 st July 2020

Use of funds

14. Funds for the Project must be used solely for the Project and in accordance with the terms of this Agreement.

Part 5 — Monitoring progress and evaluation

Records

15. VHHSBA agrees to keep full and accurate accounts and records regarding the Project so that the proper operational records are able to verify the conduct of the Project.

Monitoring progress and reports

16. Progress of the Project will be monitored and reported in accordance with the Application. Progress reports will include:
 - (a) six-monthly reports on the status of the Project against relevant milestones and budget;
 - (b) quarterly officer-level discussions on implementation progress and emerging risks or issues;
 - (c) updates as required on implementation progress and emerging risks or issues through relevant committees; and
 - (d) any other reports or information as reasonably requested by NSW.

Final Project Report

17. VHHSBA must provide to NSW a final report on the Project within three months after the date of practical completion (**Final Project Report**).
18. The Final Project Report must be submitted under a covering letter signed by VHHSBA's CEO and must include the following information:
 - (a) a comprehensive report confirming that the Project was completed in accordance with this Agreement;
 - (b) a statement that the Funds have been used solely for the purpose of the Project and in accordance with this Agreement;
 - (c) details about any unspent funds which, unless authorisation has been or is being sought, must be returned to NSW; and
 - (d) any other matters reasonably required by NSW to meet its accountability obligations.

Part 6 — Governance of the Agreement

Liaison Officers

19. The parties' liaison officers for the purpose of notices, consents, approvals, requests, reports and disputes are:
 - (a) **Ministry of Health**
Ms Cathryn Cox, Executive Director, Strategic Reform and Planning Branch
Level 8, Tower B, Zenith Centre, 821 Pacific Highway, Chatswood, 2067
Email Cathryn.Cox@health.nsw.gov.au
Telephone: 9391 9476
 - (b) **Victorian Health and Human Services Building Authority (VHHSBA)**
Robert Fiske, Chief Executive Officer (CEO)
Address: GPO BOX 4057, Melbourne Victoria, 3001
Email robert.fiske@dhhs.vic.gov.au
Telephone 03 9096 2040

Dispute Resolution

18. Each of the parties shall use its best endeavours to cooperatively resolve a dispute. If a dispute arises, notice in writing must be given by the party claiming dispute and the dispute shall be referred to the Liaison Officers named on this Agreement for resolution.
19. If the dispute is not resolved within 5 Business Days of such referral, the dispute shall be referred to a Panel for resolution. Each party shall nominate a senior

representative for the Panel within 5 Business Days of the referral to the Panel in accordance with this clause.

20. Despite the existence of a dispute, the parties will continue to perform their respective obligations under this Agreement.

Confidentiality

21. In accordance with the Intergovernmental Agreement, each party acknowledges that details, discussions and documentation relating to this Agreement is confidential. Each party undertakes to keep the confidential information of the other secret and to protect and preserve the confidential nature and secrecy of that confidential information.
22. A party may only use or reproduce the confidential information of the other party for the purposes of performing its obligations or exercising its rights under this Agreement.
23. A party may disclose confidential information of the other party to its relevant personnel or professional advisors requiring access to this information in connection with this Agreement; or to any other person with prior written consent of the other party; or the extent required by law or any regulations of any governmental agency having authority, subject to it giving the other party reasonable notice.

Variation and waiver

20. This Agreement may only be varied by a document signed by each party.
21. Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise of enforcement of, a right, power or remedy provided by law or under this Agreement by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.

Survival of provisions

22. Termination or expiry of this Agreement for any reason does not extinguish or otherwise affect the provisions of this Agreement which by their nature survive expiry or termination, including clauses 8 (Interoperability with the Intergovernmental Agreement), 12 (Use of funds) 15 (Records), 16 (Monitoring and reports) and 19 (Liaison officers).

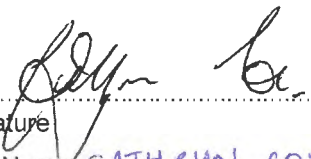

Counterparts

23. This Agreement may be executed in counterparts.

Entire Agreement

24. To the extent permitted by law, in relation to its subject matter, this Agreement:
 - (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
 - (b) supersedes any prior written or other agreement, negotiations, understanding, representations or communications of the parties.

Executed as an agreement on the date that the last party signs below.

<p>Signed for and on behalf of the Crown in the right of the State of New South Wales as represented by the Ministry of Health</p> <p>But not so as to incur personal liability</p> <p>By</p> <p></p> <p>Signature</p> <p>Print Name: CATHRYN COX</p> <p>Print Title: Executive Director, Strategic Reform & Planning NSW Ministry of Health</p> <p>Date: 16/04/2020</p>	<p>Signed for and on behalf of the Crown in the right of the State of Victoria as represented by the Department of Health and Human Services</p> <p>But not so as to incur personal liability</p> <p>By</p> <p></p> <p>Signature</p> <p>Print Name :Kym Peake</p> <p>Print Title: Secretary Victorian Department of Health and Human Services</p> <p>Date:08/04/2020</p>
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Attachment 1 - Application

Albury Wodonga Health (AWH) Emergency Department (ED) Redevelopment Update June 2018

Attachment 2 – Project

Planning Assurance Review Feasibility (Page 6)