

PROJECT AGREEMENT FOR THE RHEUMATIC FEVER STRATEGY

Council of
Australian
Governments

An agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
 - Queensland
 - Western Australia
 - the Northern Territory

The output of this project will be improved detection, monitoring, and management of acute rheumatic fever and rheumatic heart disease in Aboriginal and Torres Strait Islander communities through coordinated register and control programs.

Project Agreement for the Rheumatic Fever Strategy

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations 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 Intergovernmental Agreement on Federal Financial Relations.
2. Australia's Aboriginal and Torres Strait Islander peoples living in remote areas have among the highest rates of acute rheumatic fever (ARF) and rheumatic heart disease (RHD) in the world. As a first step towards eradicating these preventable causes of illness and death, this Agreement will support a collaborative effort between the Commonwealth, the National Coordination Unit and States for the delivery of the Rheumatic Fever Strategy (RFS).
3. The Agreement will support the delivery of the RFS to improve detection, monitoring, and management of acute rheumatic fever and rheumatic heart disease in Aboriginal and Torres Strait Islander communities through coordinated disease register and control programs.
4. This Agreement continues and builds upon work conducted under Funding Agreements with the States for implementation of the RFS across the financial years 2008-2009 to 2011-2012.
5. This Agreement constitutes the entire agreement for this project.

PART 1 — FORMALITIES

Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States), being: Queensland, Western Australia and the Northern Territory.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2016 or on completion of the project, including acceptance of final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.
8. The Action Plan is a flexible document that may be varied over time to accommodate changing circumstances. However, variations to the Action Plan that directly affect the outputs and their achievement are subject to written agreement between the Ministers or their delegates.

PART 2 – PROJECT OUTPUTS

Outputs

9. The output of this Agreement will be improved detection, monitoring and management of the infectious disease ARF and the resultant condition RHD through:
 - (a) implementation and expansion/maintenance of a dedicated state wide patient register and recall system for ARF and RHD;
 - (b) improved clinical care including improved delivery of and adherence to secondary prophylaxis antibiotics;
 - (c) provision of education and training for health care providers, individuals, families and communities; and
 - (d) collection and provision of data for national monitoring and reporting of ARF and RHD and measuring program effectiveness in the detection and management of ARF and RHD.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

10. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the RFS under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement;
 - (c) providing ongoing policy leadership under the RFS; and
 - (d) providing ongoing support to the RFS National Coordination Unit, including oversight and strategic advice to ensure that the National Coordination Unit meets its objectives.

Role of the States and Territories

11. The States 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) working with the Commonwealth and other key stakeholders, including other State governments and the RFS National Coordination Unit, to implement a nationally consistent and collaborative project;
 - (d) using National Coordination Unit education, training and self management resources to support service delivery and data collection and reporting;
 - (e) establishing and maintaining mechanisms and infrastructure to enable nationally consistent data collection in alignment with ARF/RHD clinical data set specifications and performance indicators through a central data repository;.

- (f) providing all data relevant to ARF and RHD as specified by the Commonwealth to the National Coordination Unit and/or directly to the Commonwealth (including the Australian Institute of Health and Welfare), noting that from time to time the National Coordination Unit will also provide the Commonwealth (including the Australian Institute of Health and Welfare) with data provided by the States.

Shared roles

12. The Parties will contribute to national discussion and collaboration on the ongoing implementation, monitoring and evaluation of the project, particularly through membership of the Jurisdictional Reference Group.
13. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

14. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Outputs	Milestones	Date due	Reporting Period	Payment
<p>Expansion / maintenance of a dedicated state wide patient register and recall system for ARF and RHD.</p> <p>Improved clinical care including improved delivery of and adherence to secondary prophylaxis antibiotics.</p> <p>Provision of education and training for health care providers, individuals, families and communities.</p>	Acceptance by the Commonwealth of an Action Plan covering each reporting period including 6-monthly targets for each output.	15/08/2012	01/07/2012 to 30/06/2016	\$0.211m

Outputs	Milestones	Date due	Reporting Period	Payment
Collection and provision of data for national monitoring and reporting of ARF and RHD and measuring program effectiveness in the detection and management of ARF and RHD	Acceptance of baseline report of data.	15/08/2012	As at 01/07/2012	\$0.210m
	Acceptance by the Commonwealth of a 6 month performance report for each reporting period including data (refer to paragraph 31b for details) demonstrating achievement of the period's Action Plan targets.	01/02/2013	01/07/2012 to 31/12/2012	\$0.420m
		01/08/2013	01/01/2013 to 30/06/2013	\$0.429m
		01/02/2014	01/07/2013 to 31/12/2013	\$0.428m
		01/08/2014	01/01/2014 to 30/06/2014	\$0.437m
		01/02/2015	01/07/2014 to 31/12/2014	\$0.437m
		01/08/2015	01/01/2015 to 30/06/2015	\$0.297m
		01/02/2016	01/07/2015 to 31/12/2015	\$0.297m
	Acceptance by the Commonwealth of a final 4 month performance report including data (refer to paragraph 31 b for details)	25/05/2016	01/01/2016 to 01/05/2016	\$0.299m

Reporting arrangements

15. The States will provide performance reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
- a description of actual performance of the States in the period to date against the Action Plan targets ;
 - details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how the States propose to resolve this/these matter(s);
 - promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period;
 - confirmation that data has been collected and submitted in accordance with paragraphs 11(e) and 11(f) of this agreement.

16. The States will also provide a final Project Report within 90 days of the completion of the project agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
 - (a) describe the conduct, benefits and outcomes of the Project;
 - (b) evaluate the Project from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
 - (c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and the States, at least 60 days before it is due.
17. If a State does not achieve one or more performance milestones in full due to circumstances beyond its control or circumstances not anticipated at the time of signing the Project Agreement, the Commonwealth may provide a partial payment to that State.
 - (a) The Commonwealth will only make a partial payment if the State is able to demonstrate that it implemented adequate and appropriate arrangements that would have achieved the relevant performance milestones but for those circumstances.

PART 5 — FINANCIAL ARRANGEMENTS

18. The Commonwealth will provide a total financial contribution to the States of \$10.395m in respect of this Agreement. All payments are GST exclusive.
19. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
20. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D — Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 2

Table 2: Estimated financial contributions

	2012-13	2013-14	2014-15	2015-16	Total
Estimated total budget	\$, ,	\$, ,	\$, ,	\$, ,	\$, ,
Less estimated National Partnership Payments	\$2,523,000	\$2,571,000	\$2,622,000	\$2,679,000	\$10,395,000
Queensland	\$841,000	\$857,000	\$874,000	\$893,000	\$3,465,000
Western Australia	\$841,000	\$857,000	\$874,000	\$893,000	\$3,465,000
Northern Territory	\$841,000	\$857,000	\$874,000	\$893,000	\$3,465,000
Balance of non-Commonwealth contributions	\$0	\$0	\$0	\$0	\$0

21. Having regard to the agreed estimated costs of projects specified in a Project Agreement, a State or 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 States 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 the States to deliver projects cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

22. 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

23. The Agreement may be amended at any time by agreement in writing by all the Parties.
24. Bilateral schedules to this Agreement that have no impact on other Parties may be amended at any time by agreement in writing by the relevant Commonwealth and State portfolio ministers.
25. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

26. 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

27. Any Party may give notice to other Parties of a dispute under this Agreement.
28. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
29. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.
30. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

Interpretation

31. For the purposes of this Agreement:

Data collection

- (a) ARF/RHD clinical data set specifications and performance indicators are as agreed by the Jurisdictional Reference Group and published on the National Coordination Unit website at www.rhdaustralia.org.au.
- (b) The data the State will provide for each reporting period will cover, at a minimum:
 - Number of patients listed on the ARF/RHD register, including:
 - number of cases of ARF diagnosed, broken down by demographics of age, location and Indigenous status; and

- number of cases of RHD diagnosed, broken down by demographics of age, location and Indigenous status.
 - Number, proportion and geographical location of health centres providing data to the ARF/RHD register.
 - Number and nature of training sessions provided to health staff on the use of the register.
 - Number and type of education sessions provided to individuals, families, communities and health workers on ARF/RHD.
 - Number and proportion of patients scheduled to receive penicillin injections, including:
 - proportion of ARF patients who receive greater than or equal to 80% of their scheduled injections; and
 - proportion of ARF patients who receive less than 50% of their scheduled injections.
- (c) Data collected by the Commonwealth or the Australian Institute of Health and Welfare will be published periodically in reports produced by the Australian Institute of Health and Welfare.

Jurisdictional Reference Group

- (d) The Jurisdictional Reference Group, established in 2009 through the RFS National Coordination Unit, consists of representatives of the National Coordination Unit and all parties to this Project Agreement, that being: the Commonwealth, Queensland, Western Australia and the Northern Territory. The Jurisdictional Reference Group provides policy, technical and service delivery advice to its members.
- (e) The National Coordination Unit is funded under the Rheumatic Fever Strategy and is known as RHD Australia. The purpose of the National Coordination Unit is to coordinate efforts to support the monitoring and treatment of ARF and RHD, including the establishment of a national data collection system and extensive staff training and patient education.

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

Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Tanya Plibersek MP
Minister for Health

September 2012 16.11.12

Signed for and on behalf of the
State of Queensland by

The Honourable Lawrence Springborg, MP
Minister for Health

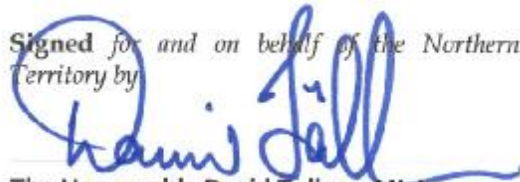
September 2012

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

The Honourable Kim Hames, MLA
Minister for Health

September 2012

Signed for and on behalf of the Northern
Territory by



The Honourable David Tollner, MLA
Minister for Health

September 2012

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

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

The Honourable Tanya Plibersek MP
Minister for Health

September 2012

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



The Honourable Lawrence Springborg, MP
Minister for Health

~~September 2012~~ 14 FEBRUARY 2013

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

The Honourable Kim Hames, MLA
Minister for Health

September 2012

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

The Honourable David Tollner, MLA
Minister for Health

September 2012

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

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

The Honourable Tanya Plibersek MP
Minister for Health

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

The Honourable Lawrence Springborg, MP
Minister for Health

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



The Honourable Kim Hames, MLA
Minister for Health

3/ Januray 2013

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

**The Honourable Konstantine Vatskalis,
MLA**
Minister for Health