

# PROJECT AGREEMENT ON IMPROVING TRACHOMA CONTROL SERVICES FOR INDIGENOUS AUSTRALIANS

An agreement between:

- n the Commonwealth of Australia; and
- n the States and Territories of
  - t New South Wales,
  - t Queensland,
  - t Western Australia,
  - t South Australia, and
  - t the Northern Territory.

The output of this project will be the delivery of trachoma control services and activities to improve the identification, screening, treatment, management and prevention of trachoma and trichiasis for Indigenous Australians.

# Project Agreement on Improving Trachoma Control Services for Indigenous Australians

## 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 additional trachoma control services including activities to improve the identification, screening, treatment, management and prevention of trachoma and trichiasis for Indigenous Australians, with the aim of eliminating trachoma as a public health issue in Indigenous communities by 2020.

### Reporting Arrangements

3. The States will report annually 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 States of \$20.786 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 New South Wales, Queensland, Western Australia, South Australia and the Northern Territory (the States).

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2021 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. For all States except New South Wales, the outputs of this Agreement will be to:
  - (a) undertake comprehensive and systematic trachoma and trichiasis screening and treatment programs in accordance with the current *Guidelines for the Public Health Management of Trachoma* (Communicable Disease Network of Australia), in communities at risk of trachoma and where trachoma and/or trichiasis is prevalent;
  - (b) undertake simultaneous comprehensive and systematic trachoma screening and treatment programs in accordance with the current *Guidelines for the Public Health Management of Trachoma* (Communicable Disease Network of Australia), in communities affected by cross-border population mobility, where possible;
  - (c) undertake health hygiene promotion, including facial cleanliness;
  - (d) undertake environmental health activities to improve living conditions in at-risk communities by addressing the factors that contribute to the spread of trachoma;
  - (e) undertake activities to ensure routine trachoma monitoring and treatment in local health system arrangements in 2019-20 – 2020-21;
  - (f) submit required trachoma program data to the National Trachoma Surveillance and Reporting Unit.
9. For New South Wales, the outputs of this Agreement will be to:
  - (a) undertake sample screening to establish whether trachoma has re-emerged<sup>1</sup>;
  - (b) undertake activities to ensure routine trachoma monitoring and treatment in local health system arrangements in 2019-20 – 2020-21; and
  - (c) submit required data to the National Trachoma Surveillance and Reporting Unit.

## 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 trachoma control services for Indigenous Australians under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

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<sup>1</sup> New South Wales' trachoma prevalence rate is currently zero per cent. It will only undertake further screening to confirm the elimination of trachoma as part of Australia's case for validating its trachoma status to the World Health Organization.

## Role of the States

11. The States will be responsible for:
  - (a) developing initial Project Plans, to be updated annually, in consultation with the Commonwealth in accordance with clauses 12 to 16 of this Agreement;
  - (b) all aspects of delivering on the project outputs set out in this Agreement; and
  - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

## Project Plans

12. Within two months of the execution of this Agreement the Commonwealth and the States will agree to Project Plans that will set out each State's strategy for delivering on the outputs of this Agreement.
13. Project plans will be flexible documents that may be varied to accommodate changed circumstances. Any variations to Project Plans that impact on milestones and payments under this Agreement will be subject to arrangements set out in clause 29 of this Agreement. Other variations or updates to Project Plans are subject to the agreement of senior Commonwealth and State officials.
14. For all States except New South Wales, Project Plans will include details on:
  - (a) nominated 'at-risk' communities;
  - (b) rationale for 'at-risk' classification;
  - (c) community consultation undertaken or proposed;
  - (d) proposed annual trachoma and trichiasis screening and treatment plan to be updated each year;
  - (e) planned health hygiene promotion activities, including development of materials;
  - (f) planned environmental health activities; and
  - (g) for 2019-2020 and 2020-2021, planned activities to ensure routine trachoma monitoring and treatment in local health system arrangements.
15. For New South Wales, the Project Plan will include details on:
  - (a) sample screening to establish whether trachoma and/or trichiasis have re-emerged; and
  - (b) for 2019-2020 and 2020-2021, planned activities to ensure routine trachoma monitoring and treatment in local health system arrangements

## Shared roles

16. The Commonwealth and the States will be jointly responsible for:
  - (a) developing and agreeing bilateral schedules, including Project Plans, to this Agreement which set out milestones, reporting and payment arrangements in accordance with Part 4 – Project Milestones, Reporting and Payments; and

- (b) meeting 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**

- 17. The milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, are set out in bilateral schedules to this Agreement. The Commonwealth will make payments subject to the performance reports demonstrating the relevant milestone has been met.
- 18. 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.
- 19. If a State does not achieve one or more service delivery 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 consider making a partial payment for service delivery milestones if:
    - i. the State is able to demonstrate that it implemented adequate and appropriate arrangements that would have achieved the relevant milestone but for those circumstances; and
    - ii. at least 70 per cent of each of the relevant milestones has been met.
  - (b) Where a partial payment is made, the amount will be calculated based on the proportion of each service delivery milestone achieved and in accordance with its payment weighting. Payment will be made pro rata based on achievement above 70 per cent.

### **Reporting arrangements**

- 20. The States will provide performance reports in accordance with Schedules A-E during the operation of the Agreement. Each performance report is to contain:
  - (a) a description of actual performance in the period to date against the project milestones including, if required, an explanation of why project milestones have not been met; and
  - (b) an update on activities undertaken as outlined in each State's Project Plan.

## **PART 5 – FINANCIAL ARRANGEMENTS**

- 21. The Commonwealth will provide an estimated total financial contribution to the States of \$20.786 million in respect of this Agreement. All payments are GST exclusive.
- 22. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.

23. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D — Payment Arrangements* of the IGA FFR, are shown in Table 1.

**Table 1: Estimated financial contributions**

(\$ million)	2017-18	2018-19	2019-20	2020-21	Total
<b>Estimated total budget</b>	<b>5.123</b>	<b>5.132</b>	<b>5.224</b>	<b>5.307</b>	<b>20.786</b>
New South Wales	0.0	0.037	0.04	0.04	0.117
Queensland	0.460	0.310	0.286	0.287	1.343
West Australia	1.614	1.647	1.688	1.713	6.662
South Australia	1.299	1.325	1.353	1.377	5.354
Northern Territory	1.750	1.813	1.857	1.890	7.310
Less estimated National Partnership Payments	5.123	5.132	5.224	5.307	20.786
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0

24. Having regard to the agreed estimated costs of projects specified in this 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

25. 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

26. The Agreement may be amended at any time by agreement in writing by all the Parties.
27. 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.
28. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all Parties in writing.

### Delegations

29. 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

30. Any Party may give notice to other Parties of a dispute under this Agreement.
31. Officials of relevant Parties will attempt to resolve any dispute in the first instance.

32. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

## Interpretation

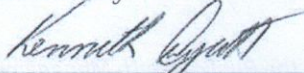
33. For the purposes of this Agreement:

- (a) definitions will be as described on page 6 in the *Guidelines for the Public Health Management of Trachoma in Australia*, Communicable Disease Network of Australia, ISBN: 978-1-74186-108-2, Publications approval number: 10694, Commonwealth of Australia 2014;
- (b) 'Required trachoma program data provided to the National Trachoma Surveillance and Reporting Unit (NTSRU)' means that by the specified dates, States and Territories are to submit trachoma data reflecting screening, treatment, health promotion and environmental improvements activities), aggregated at a school or community level, to the NTSRU.



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

Signed for and on behalf of the Commonwealth  
of Australia by



**The Honourable Ken Wyatt AM MP**  
Minister for Aged Care  
Minister for Indigenous Health

Date:

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

**The Honourable Brad Hazzard MP**  
Minister for Health

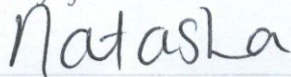
Date:

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

**The Honourable Roger Cook MLA**  
Minister for Health

Date:

Signed for and on behalf of the Northern  
Territory by



**The Honourable Natasha Fyles MLA**  
Minister for Health

Date:

Signed for and on behalf of the  
State of Queensland by

**The Honourable Cameron Dick MP**  
Minister for Health

Date:

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

**The Honourable Jack Snelling MP**  
Minister for Health

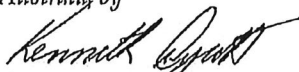
Date:

27 JUL 2017



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Signed for and on behalf of the Commonwealth  
of Australia by



The Honourable Ken Wyatt AM MP  
Minister for Aged Care  
Minister for Indigenous Health

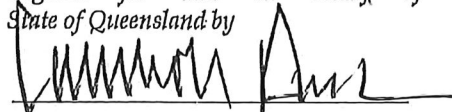
Date:

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

The Honourable Brad Hazzard MP  
Minister for Health

Date:

Signed for and on behalf of the  
State of Queensland by



The Honourable Cameron Dick MP  
Minister for Health

Date: 28 August 2018

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

The Honourable Roger Cook MLA  
Minister for Health

Date:

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

The Honourable Jack Snelling MP  
Minister for Health

Date:

Signed for and on behalf of the Northern  
Territory by

The Honourable Natasha Fyles MLA  
Minister for Health

Date:

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

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



**The Honourable Ken Wyatt AM MP**  
Minister for Aged Care  
Minister for Indigenous Health

Date:

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

**The Honourable Brad Hazzard MP**  
Minister for Health

Date:

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

**The Honourable Roger Cook MLA**  
Minister for Health

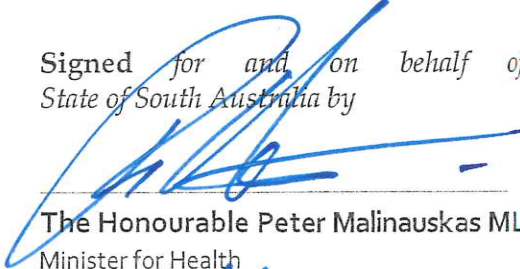
Date:

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

**The Honourable Cameron Dick MP**  
Minister for Health

Date:

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



**The Honourable Peter Malinauskas MLC**  
Minister for Health

Date:

*21/10/12*

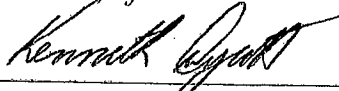
*Signed for and on behalf of the Northern Territory by*

**The Honourable Natasha Fyles MLA**  
Minister for Health

Date:

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

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



**The Honourable Ken Wyatt AM MP**  
Minister for Aged Care  
Minister for Indigenous Health

Date:

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

**The Honourable Brad Hazzard MP**  
Minister for Health

Date:

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

**The Honourable Cameron Dick MP**  
Minister for Health

Date:

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



**The Honourable Roger Cook MLA**  
Minister for Health

Date: 20/12/17

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

**The Honourable Jack Snelling MP**  
Minister for Health

Date:

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

**The Honourable Natasha Fyles MLA**  
Minister for Health

Date: