

PROJECT AGREEMENT FOR THE MANAGEMENT OF TORRES STRAIT/ PAPUA NEW GUINEA CROSS BORDER HEALTH ISSUES

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- Queensland

The output of this project will be to provide health services in the Torres Strait Treaty Zone to address Australia/Papua New Guinea cross border health issues.

Project Agreement for the management of Torres Strait/ Papua New Guinea cross border health issues

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. This Agreement will support the delivery of:
 - (a) health services to Papua New Guinea (PNG) nationals who travel through the Torres Strait Treaty Zone and access health facilities in the Torres Strait and elsewhere within the Queensland Health hospital network; and
 - (b) arrangements that contribute to, and complete the consolidation of, the safe and ethical transfer of PNG tuberculosis (TB) patients to the PNG health system.
3. This Agreement constitutes the entire agreement for this project.
4. The Commonwealth and Queensland are engaged in ongoing discussions regarding health services provided to PNG nationals in the Torres Strait and cross border health management processes.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

6. This Agreement will commence as soon as the Commonwealth and Queensland sign 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.

PART 2 – PROJECT OUTPUTS

Outputs

7. The outputs of this Agreement will be:

- (a) the provision of health services to PNG nationals who travel through the Torres Strait Treaty Zone and present at Queensland Health facilities, including providing support for the transition of PNG nationals presenting with TB to the care of the PNG health system; and
- (b) implementation of arrangements that contribute to the safe and ethical transfer of PNG TB patients to the PNG health system.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

8. The Commonwealth will be responsible for:

- (a) monitoring and assessing achievement against outputs under this Agreement within the agreed timeframe; and
- (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.

Role of Queensland

9. Queensland will be responsible for:

- (a) all aspects of delivering on the project outputs set out in this Agreement; and
- (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments and schedules.

Shared roles

- 10. 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

Table 1: Milestones, reporting and payment summary

Output	Milestones/activities	Date due	Reporting period	Payment
Treatment of PNG nationals at Queensland Health facilities	Acceptance by the Commonwealth of annual activity reports which demonstrate that the outputs of this agreement have been delivered, as per clauses 11 and 12.	01/04/2013	01/07/2012 to 30/06/2013	\$4,368,807
		01/04/2014	01/07/2013 to 30/06/2014	\$4,438,000
		01/04/2015	01/07/2014 to 30/06/2015	\$4,519,000
		01/04/2016	01/07/2015 to 30/06/2016	\$4,600,000
Implementation of arrangements that will contribute to the safe and ethical transfer of PNG TB patients to the PNG health system	Acceptance by the Commonwealth of a progress report which demonstrates that the outputs of this agreement have been delivered, as per clauses 11 and 12.	01/04/2013	01/07/2012 to 30/06/2013	\$920,000
	Acceptance by the Commonwealth of a final report which demonstrates that the outputs of this agreement have been delivered, as per clauses 11 and 12.	01/04/2014	01/07/2012 to 30/06/2014	\$20,000

Reporting arrangements

11. Queensland 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:
- for the treatment of PNG nationals at Queensland Health facilities, available activity data regarding health services provided to PNG nationals;
 - for the implementation of arrangements that will contribute to the safe and ethical transfer of PNG TB patients to the PNG health system, a description of actual performance of Queensland in the period to date against the project outputs;
 - details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how Queensland proposes to resolve this/these matter(s); and
 - 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.

12. As the reports are due before the end of the reporting period, reports for the:
- (a) treatment of PNG nationals at Queensland Health facilities will provide available information about health services provided during the period and the following year's report will provide any additional data available about health services provided during the previous reporting period; and
 - (b) implementation of arrangements that will contribute to the safe and ethical transfer of PNG TB patients to the PNG health system will include planned future activities for the remainder of the reporting period and describe whether the planned activities from the previous reporting period were completed.
13. Queensland will also prepare 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;
 - (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 Queensland, at least 60 days before it is due; and

PART 5 — FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total financial contribution to Queensland of \$18,865,807 in respect of this Agreement. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners through innovative and collaborative partnerships.
16. The Commonwealth's estimated financial contribution to the operation of this Agreement, through National Partnership payments to Queensland paid in accordance with *Schedule D — Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, is shown in Table 2.

Table 2: Estimated Financial Contributions

	2012-13	2013-14	2014-15	2015-16	Total
Treatment of PNG nationals					
Estimated total budget	\$4,368,807	\$4,438,000	\$4,519,000	\$4,600,000	\$17,925,807
Completion of the transfer of PNG TB patients	\$920,000	\$20,000	-	-	\$940,000
Estimated total budget					
National Partnership payment	\$5,288,807	\$4,458,000	\$4,519,000	\$4,600,000	\$18,865,807
Balance of Non-Commonwealth Contributions	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0

17. Having regard to the Commonwealth contribution towards projects specified in this Project Agreement, Queensland will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the Commonwealth contribution. Similarly, Queensland bears all risk should the costs of a project exceed the Commonwealth contribution. 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

18. 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

19. The Agreement may be amended at any time by agreement in writing by all the Parties.

20. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

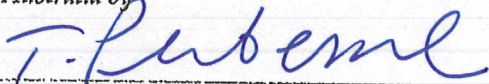
21. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

22. Any Party may give notice to other Parties of a dispute under this Agreement.
23. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
24. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
25. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to the Prime Minister and the Premier for consideration.
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The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth
of Australia by

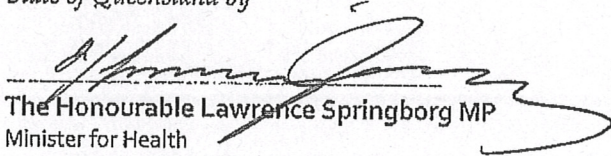


The Honourable Tanya Plibersek MP
Minister for Health

[Day] [Month] [Year]

30. 6. 13

Signed for and on behalf of the
State of Queensland by



The Honourable Lawrence Springborg MP
Minister for Health

[Day] [Month] [Year]