# NATIONAL PARTNERSHIP ON PUBLIC DENTAL SERVICES FOR ADULTS

An agreement between

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

This Agreement will contribute to the improved oral health of patients who are eligible for public dental services by providing treatment to an additional 404,168 adult patients.

## National Partnership on Public Dental Services for Adults

## OVERVIEW

1. This National Partnership (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. In entering this Agreement, the Commonwealth and the States and Territories (the States) recognise that they have a mutual interest in improving outcomes in public dental services and need to work together to achieve those outcomes.
- 3. This Agreement will contribute to the improved oral health of eligible adult public dental patients.

## **Reporting Arrangements**

4. The States will report against the agreed performance indicators and performance benchmarks during the operation of the Agreement, as set out in Part 4 – Performance Monitoring and Reporting.

#### **Financial Arrangements**

5. The Commonwealth will provide an estimated total financial contribution to the States of \$242.5 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## 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).

#### 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 2019, or on completion of the project, including final performance reporting and processing of final payments against performance benchmarks. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

## PART 2 - OBJECTIVES, OUTCOMES AND OUTPUTS

## Objectives

8. The objective of this Agreement is to alleviate pressure on adult public dental waiting lists.

#### Outcomes

9. This Agreement will facilitate achievement of the following outcome: improving the oral health of adult patients who are eligible for public dental services.

## Outputs

- 10. The objectives and outcomes of this Agreement will be achieved by providing treatment to an additional 404,168 adult public dental patients with a particular focus on:
  - (a) patients at high risk of, or from, major oral health problems;
  - (b) Indigenous patients; and
  - (c) patients from rural and regional areas.

## PART 3 - ROLES AND RESPONSIBILITIES OF EACH PARTY

11. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

#### Role of the Commonwealth

- 12. The Commonwealth agrees to be responsible for:
  - (a) providing a financial contribution to the States to support the implementation of this Agreement; and
  - (b) monitoring and assessing the performance in the delivery of services under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe.

## Role of the States and Territories

- 13. The States agree to be responsible for:
  - (a) developing Project Plans in consultation with the Commonwealth;
  - (b) delivering on outcomes and outputs assigned to the States for implementation;
  - (c) monitoring and assessing the performance in the delivery of services under this Agreement; and
  - (d) reporting on the delivery of outcomes and outputs as set out in Part 4 Performance Monitoring and Reporting.

## Shared roles and responsibilities

- 14. The Commonwealth and the States agree to be jointly responsible for:
  - (a) participating in consultations as appropriate regarding the implementation of this Agreement;
  - (b) negotiating new or revised Schedules, including Project Plans, to this Agreement; and
  - (c) agreeing the 2013-14 baseline to reflect the revised weightings in Schedule B of this Agreement.
- 15. The Parties will meet 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 a Project Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

#### **Project Plans**

- 16. The Commonwealth and the States will agree Project Plans to provide the public with an indication of how the project is intended to be delivered and demonstrate each State's capacity to achieve the outcomes and outputs of the Agreement. Project Plans will:
  - (a) be agreed for each State within one month of both Parties signing this Agreement;
  - (b) set out each State's 2013-14 adult baseline, which for the purposes of this Agreement will include State-funded activity only;
  - (c) describe the activities each State will undertake to increase the number of adult public dental services in the period between 1 January 2017 and 31 March 2019, including where and how additional services will be delivered, in accordance with Schedule A to this Agreement; and
  - (d) be published online.
- 17. Variations to Project Plans that impact on a State's ability to meet the outcomes and objectives of this Agreement or directly affect performance benchmarks and their achievement are subject to written agreement between the relevant Commonwealth and State Ministers.

## PART 4 - PERFORMANCE MONITORING AND REPORTING

#### **Performance indicators**

- 18. Achievement of the objectives and outcomes in this Agreement will be informed with reference to the following performance indicators:
  - (a) number of adult patients on public dental waiting lists;
  - (b) waiting time for adult patients on public dental waiting lists;
  - (c) number of adult patients and the number of services provided to them, measured in Dental Weighted Activity Units (DWAUs);
  - (d) number of Indigenous adult patients and the number of services provided to them, measured in DWAU;

- (e) total number of adult patients in rural and regional areas and the number of services provided to them, measured in DWAU; and
- (f) number of services provided by the private sector for adult public patients, measured in DWAU.

## Dental Weighted Activity Units<sup>1</sup>

- 19. Throughput under this Agreement will be measured in terms of DWAUs, calculated using the Australian Dental Association (ADA) three digit item codes and a weighting for those items as set out in Schedule B<sup>2</sup>.
- 20. Nothing in this Agreement prevents a State using its own reporting or performance measures within its jurisdiction. However, States will still be required to report to the Commonwealth in the format provided in Schedule B-2.

## Performance benchmarks or milestones

- 21. The Parties agree to meet the following performance benchmarks, which will be assessed relative to the 2013-14 baseline as defined in clause 16(b):
  - (a) the States will at least maintain their baseline levels of DWAU, as identified as the 2013-14 baseline defined in clause 16(b); and
  - (b) over the life of the Agreement, the States will provide the additional numbers of DWAU set out in Table 1.
- 22. Payments will not be made unless the State has achieved at least 65 per cent of the performance benchmark for that period. At and above that threshold, payments will be paid proportional to the achievement against the performance benchmark on a pro rata basis, from 65 per cent to 100 per cent of funding (for achieving 100 per cent of the throughput target). If a performance benchmark is not fully met, the amount of any unmet performance benchmark and the remaining available funding tied to the unmet benchmark may be added to a subsequent period, subject to Commonwealth Budget Rules. Any amount achieved above 100 per cent of the target may be transferred into a subsequent period, subject to Commonwealth Budget Rules.

<sup>&</sup>lt;sup>1</sup> One Dental Weighted Activity Unit is roughly equivalent to completed treatment for one adult patient.

<sup>&</sup>lt;sup>2</sup> For example, a dental weighted activity unit with a weighting of one will be equivalent to 11 comprehensive oral examination items (ADA code o11).

Period to be Measured	Report Due	State	Target (DWAU) <sup>4</sup> above the baseline	65 per cent of Target (DWAU)	100% of funds (\$) to be paid if target is fully met <sup>5</sup>
1 January 2017 –	10 May 2017	NSW	14,658	9,528	8,610,141
31 March 2017		VIC	11,648	7,571	6,736,388
		QLD	8,944	5,814	5,428,561
		WA	3,789	2,463	2,427,006
		SA	3,803	2,472	2,350,901
		TAS	1,322	859	849,160
		ACT	459	298	242,347
		NT	377	245	355,496
		TOTAL	45,000	29,250	27,000,000
1 April 2017 –	10 November	NSW	43,910	19,014	17,182,900
30 September 2017	2017	VIC	34,889	15,107	13,440,968
		QLD	26,791	11,601	10,832,237
		WA	11,350	4,915	4,843,123
		SA	11,391	4,932	4,690,674
		TAS	3,959	1,714	1,693,824
		ACT	1374	595	483,111
		NT	1128	488	708,163
		TOTAL	134,792	58,365	53,875,000
1 October 2017 – 31	10 May 2018	NSW	73,162	19,014	17,182,900
March 2018		VIC	58,130	15,107	13,440,968
		QLD	44,638	11,601	10,832,237
		WA	18,911	4,915	4,843,123
		SA	18,979	4,932	4,690,674
		TAS	6,596	1,714	1,693,824
		ACT	2289	595	483,111
		NT	1879	488	708,163
		TOTAL	224,584	58,365	53,875,000
1 April 2018 – 30	9 November 2018	NSW	102,414	19,014	17,182,900
September 2018		VIC	81,371	15,107	13,440,968
		QLD	62,485	11,601	10,832,237
		WA	26,472	4,915	4,843,123
		SA	26,567	4,932	4,690,674
		TAS	9,233	1,714	1,693,824
		ACT	3204	595	483,111
		NT	2630	488	708,163

#### Table 1: Performance benchmarks and payments for 2016-17 to 2018-19<sup>3</sup>

<sup>&</sup>lt;sup>3</sup> Refer to Table 3
<sup>4</sup> Targets are cumulative for the five performance periods in Table 1.
<sup>5</sup> Payments will not be made unless the State has achieved at least 65% of the performance benchmark. Additional funds may also be payable from the previous period if the State did not reach a previous target. See clause 22.

		TOTAL	314,376	58,365	53,875,000	
1 October 2018 –	10 May 2019	NSW	131,666	19,014	17,182,900	
31 March 2019		VIC	104,612	15,107	13,440,968	
		QLD	80,332	11,601	10,832,237	
		WA	34,033	4,915	4,843,123	
		SA	34,155	4,932	4,690,674	
		TAS	11,870	1,714	1,693,824	
		ACT	4119	595	483,111	
		NT	3381	488	708,163	
		TOTAL	404,168	58,365	53,875,000	

- 23. Performance relative to the benchmark will be
  - (a) counted from 1 January 2017; and
  - (b) calculated by subtracting from the actual performance in the relevant period, a measure of baseline activity, as set out in Table 2. See Schedule B for calculation of baseline activity measures.

Table	2:	Performance	measurement	and	reporting
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Period to be Measured	Report Due	Performance measurement (Activity in DWAUs)
1 January 2017 — 31 March 2017	10 May 2017	DWAUs for the period 1 January 2017 to 31 March 2017
		less
		DWAUs for the period 1 January 2014 to 31 March 2014.
1 April 2017 – 30 September 2017	10 November 2017	DWAUs for the period 1 January 2017 to 30 September 2017
		<u>less</u>
		DWAUs for the period 1 January 2014 to 30 June 2014; and 1 July 2013 to 30 September 2013.
1 October 2017 — 31 March 2018	10 May 2018	DWAUs for the period 1 January 2017 to 31 March 2018
		less
		DWAUs for the 2013-14 financial year plus DWAUs for the period 1 January 2014 to 31 March 2014.
1 April 2018 – 30 September 2018	9 November 2018	DWAUs for the period 1 January 2017 to 30 September 2018
		less
		DWAUs for the 2013-14 financial year plus DWAUs for the period 1 January 2014 to 30 June 2014 and 1 July 2013 to 30 September 2013.
1 October 2018 – 31 March	10 May 2019	DWAUs for the period 1 January 2017 to 31 March
2019		2019
		less
		2x DWAUs for the 2013-14 financial year plus DWAUs for the period 1 January 2014 to 31 March 2014.

## **Reporting arrangements**

- 24. The States will report on Project Plans at Schedule A and against the agreed performance indicators and benchmarks as set out in Schedule B. Progress reports, and throughput data in the format in Schedule B-2, will be provided by the States as set out in Table 2.
- 25. The States will also prepare a final Program Report within 90 days of the completion of all the projects agreed under the National Partnership and/or Project Plans. The Program Report will be a stand-alone document that can be used for public information dissemination purposes regarding the Program. The final Program Report will:
  - (a) evaluate the Program from the responsible Party's perspective, including assessing the extent to which the objective and outcomes have been achieved against the key performance benchmarks and indicators contained in the National Partnership and/or Project Plans over the period of the Program, and explaining why any aspect was not achieved; and
  - (e) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and as agreed between the Commonwealth and the State(s), at least 60 days before it is due.

## PART 5 - FINANCIAL ARRANGEMENTS

## **Financial contributions**

- 26. The Commonwealth will provide an estimated total financial contribution to the States of \$242.5 million in respect of this Agreement. All payments are exclusive of GST.
- 27. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
- 28. Where a performance report demonstrates that a milestone is met in advance of the due date, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.
- 29. 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 3.

TADLE 3: ESTIMATED FINANCIAL CONTRIDUCIONS					
(\$ million)	2016-17 <sup>(a)</sup>	2017-18	2018-19	Total	
Estimated total budget (1)	27.0	107.750	107.750	242.5	
Estimated National Partnership payment (2)	27.0	107.750	107.750	242.5	
Commonwealth own purpose expense (3)	0.0	0.0	0.0	0.0	
Total Commonwealth contribution (4) = (2) + (3)	27.0	107.750	107.750	242.5	
Balance of non-Commonwealth contributions <sup>(b)</sup> (5) = (1) – (4)	0.0	0.0	0.0	0.0	

#### Table 3: Estimated financial contributions

(a) The previous National Partnership on Adult Public Dental Services was extended for the 1 July to 31 December 2016 period by written agreement of all the Parties. The Commonwealth allocated \$77.5 million for the purposes of the extension.

(b) States are not required to provide a financial or in-kind contribution under the terms of this Agreement. However, as States are responsible for the provision of public dental services, they allocate their own source funding and provide in-kind contributions accordingly, including in support of services funded under this Agreement.

## Financial risk management

30. Having regard to the agreed estimated costs of projects or reforms under this Agreement, States will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, the States bear all risk should the costs exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects and reforms cost effectively and efficiently.

## PART 6 - GOVERNANCE ARRANGEMENTS

## **Enforceability of the Agreement**

31. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, this does not lessen the Parties' commitment to this Agreement.

## **Review of the Agreement**

- 32. In accordance with clause E23 of the IGA FFR, this Agreement is time limited. To assess the degree to which the agreed objectives and outcomes and/or outputs have been achieved, and inform decisions regarding the appropriate treatment following its expiry, a review of the Agreement will be scheduled to be completed approximately six months prior to its expiry.
- 33. This Agreement is intended to provide funding to support the delivery of public dental services for adults, increases in which will be measured using the performance benchmarks specified in Part 4, Performance Monitoring and Reporting. In reviewing this Agreement, the Parties should consider whether it has increased service levels in such a way that further funding beyond the expiry of this Agreement may be required if those levels are to be maintained.
  - (a) As part of this process, the Parties should consider whether the overall objectives, outcomes and/or outputs of the Agreement have been achieved and whether the service levels have been raised in an effective, efficient and appropriate manner.
- 34. Subject to the outcomes of the review, if the Parties agree that further funding beyond the term of this Agreement may be required to maintain increased services, they will also consider this issue when framing their budgets, noting that the necessary policy and budget authority, including in relation to new policy reforms, are subject to the outcomes of budget processes at both the Commonwealth and State level.

## Variation of the Agreement

- 35. The Agreement may be amended at any time by agreement in writing by all the Parties.
- 36. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

## Delegations

37. The relevant Commonwealth Minister with portfolio responsibility for Health is authorised to agree and amend Schedules, including Project Plans, to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made.

- 38. Respective State and Territory Ministers with portfolio responsibility for health are authorised to agree and amend Schedules, including Project Plans, to this Agreement.
- 39. The Commonwealth Minister may delegate the assessment of project-based performance benchmarks or milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.
- 40. Amendments to Schedules, including Project Plans, that are administrative in nature and have no impact on the performance requirements of this Agreement or the Commonwealth's estimated financial contribution may be agreed in writing by Commonwealth and relevant State senior officials.

## **Dispute resolution**

- 41. Any Party may give notice to other Parties of a dispute under this Agreement.
- 42. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
- 43. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

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

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The Honourable Greg Hunt MP Minister for Health

27 July 2017

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

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

The Honourable Brad Hazzard MP Minister for Health

[Day] [Month] [Year]

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

The Honourable Cameron Dick MP Minister for Health

[Day] [Month] [Year]

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Meegan Fitzharris MLA Minister for Health

[Day] [Month] [Year]

The Honourable Jill Hennessy MP Minister for Health

[Day] [Month] [Year]

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

#### The Honourable Roger Cook MLA

Minister for Health

[Day] [Month] [Year]

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

The Honourable Natasha Fyles MLA Minister for Health

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The Honourable Annastacia Palaszczuk MP Premier

[Day] [Month] [Year]

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The Hon Jay Weatherill MP

Premier 10 1) [Day] [Month] [Year]

**Signed** for and on behalf of the Australian *Capital Territory by* 

Andrew Barr MLA Chief Minister

[Day] [Month] [Year]

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The Honourable WNLHodgman MP Premier

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

The Honourable Natasha Fyles MLA Minister for Health

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Page D-11

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> [Day] [Month] [Year] 12/12/2014

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Andrew Barr MLA Chief Minister [Day] [Month] [Year] **Signed** for and on behalf of the State of Victoria by

The Hon James Merlino MP Acting Premier

[Day] [Month] [Year]

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