

NATIONAL PARTNERSHIP AGREEMENT ON IMPROVING HEALTH SERVICES IN TASMANIA

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- Tasmania

This agreement will contribute to improved health and hospital services in Tasmania.

National Partnership Agreement on Improving Health Services in Tasmania

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership Agreement (this Agreement) is created subject to the provisions of the Intergovernmental Agreement (IGA) 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 IGA.
2. This Agreement supports delivery of a package of measures to address pressures on the Tasmanian health system. Components of the package to be delivered by Tasmania are detailed in Schedules to this Agreement.
3. This Agreement is additional to the National Health Reform Agreement (NHRA) and existing National Partnership Agreements on Improving Public Hospital Services, Supporting National Mental Health Reform, Preventive Health, and Hospital and Health Workforce Reform.
4. In entering this Agreement, the Commonwealth and Tasmania recognise that they have a shared interest in improving health outcomes for Tasmanians and will work together to achieve those outcomes.
5. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. In particular, the Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage (for example, the reform commitments provided in the National Indigenous Reform Agreement) and those commitments are embodied in the objectives and outcomes of this Agreement.

PART 1 – FORMALITIES

Parties to this Agreement

6. This Agreement is between the Commonwealth and Tasmania.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Tasmania sign the Agreement and will expire on 30 June 2016, or on completion of the projects outlined in Schedules to this Agreement, including the acceptance of final performance reporting and processing of final payments against performance benchmarks or project milestones. This Agreement may be terminated earlier or extended as agreed in writing by the Parties.

PART 2 – OBJECTIVE, OUTCOMES AND OUTPUTS

Objective

8. The Parties commit to improving health and hospital services in Tasmania.

Outcomes and outputs

9. The outcomes and outputs of this Agreement are outlined in the Schedules to this Agreement.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

10. The Commonwealth agrees to be accountable for the following roles and responsibilities:
 - (a) providing a financial contribution to Tasmania to support the implementation of this Agreement;
 - (b) monitoring and assessing the performance in the delivery of services or projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe; and
 - (c) accepting satisfactory Action Plans for each Schedule developed by Tasmania.
11. Any further roles for the Commonwealth will be outlined in the Schedules to this Agreement.

Role of Tasmania

12. Tasmania agrees to be accountable for the following roles and responsibilities:
 - (a) maintaining effort and expenditure on health that was planned as at the 2012 Tasmanian Budget;
 - (b) developing Action Plans that set out Tasmania's strategy for delivering services under Schedules to this Agreement in consultation with the Commonwealth;
 - (c) monitoring and assessing performance in the delivery of services and roll out of initiatives under this Agreement;

- (d) delivering on outcomes and outputs assigned to Tasmania for implementation; and
 - (e) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring and Reporting.
13. Any further roles for Tasmania will be outlined in the Schedules to this Agreement.

Shared roles and responsibilities

14. The Commonwealth and Tasmania share the following roles and responsibilities:
- (a) participating in consultations as appropriate regarding the implementation of this Agreement;
 - (b) negotiating new or revised Schedules to this Agreement;
 - (c) conducting evaluations and reviews of services and outputs delivered under this Agreement; and
 - (d) working with the Commission on Delivery of Health Services in Tasmania (the Commission) to provide appropriate assistance to ensure that the Commission can deliver its Terms of Reference.
15. 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 an Implementation Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

Action plans

16. The Commonwealth and Tasmania will agree Action Plans that set out Tasmania's strategy for delivering the outcomes and outputs of this Agreement.
17. Action Plans are flexible documents that may be varied over time to accommodate changing circumstances. However, variations to Action Plans that directly affect performance benchmarks or milestones and their achievement, and associated payments, are subject to written agreement between the Ministers or their delegates.

PART 4 – PERFORMANCE MONITORING AND REPORTING

Performance benchmarks

18. The Commonwealth and Tasmania agree:
- (a) that the achievement of the objectives and outcomes of this Agreement will be informed by the performance benchmarks or milestones outlined in the Schedules to this Agreement; and
 - (b) to meet the performance benchmarks or milestones for the components outlined in the Schedules to this Agreement.

Reporting arrangements

19. Tasmania will report against the agreed performance benchmarks or milestones as detailed in the Schedules to this Agreement.

Final report

20. Tasmania will submit to the Commonwealth a Final Report covering all Schedules of this Agreement within 90 days of the expiry of the Agreement. The Final Report is to be a stand-alone document that can be used for public information dissemination purposes regarding the outcomes of this Agreement. The Final Report will:
 - (a) describe the conduct, benefits and outcomes of this Agreement as a whole;
 - (b) evaluate the extent to which the objective has been achieved against the performance benchmarks and indicators over the period of this Agreement, and explaining why any aspect was not achieved; and
 - (c) include a discussion of any other matters relating to this Agreement, limited to the minimum necessary for the effective assessment of performance, and agreed between the Commonwealth and Tasmania at least 60 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

21. The Commonwealth's financial contribution to Tasmania in respect of this Agreement is part of a \$325 million Commonwealth package to improve health services in Tasmania.
22. The Commonwealth's funding contribution will not be reduced where Tasmania secures funding from other activity partners through innovative and collaborative partnerships.
23. Patient services funded under this Agreement are not eligible for Commonwealth funding under the NHRA, consistent with Clause A6 of the NHRA.
24. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership Payments to Tasmania, will be set out in Schedules to this Agreement and paid in accordance with *Schedule D – Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations.

Project management risk

25. Having regard to the agreed estimated costs of projects and initiatives specified in the Schedules to this Agreement, Tasmania will not be required to pay a refund to the Commonwealth if the actual costs are less than the agreed estimated cost of the project or initiative. Similarly, Tasmania bears all risk should the costs of a project or initiative exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Tasmania to deliver projects and initiatives cost effectively and efficiently.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

26. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen either Party's commitment to this Agreement.

Review of the Agreement

27. A review of this Agreement will be completed by 31 December 2014, with regard to progress made by Tasmania in respect of achieving the agreed outcomes, set out in the Schedules to this Agreement.

Variation of the Agreement

28. This Agreement may be amended at any time by agreement in writing by the Parties.
29. Schedules may be added to this Agreement by agreement between the Parties.
30. Either Party to this Agreement may terminate its participation in the Agreement at any time by notifying the other Party in writing.

Delegations

31. The Commonwealth Minister with portfolio responsibility for Health is authorised to agree and amend Schedules to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made.
32. The Tasmanian Minister with portfolio responsibility for Health is authorised to agree and amend Schedules to this Agreement.
33. 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.
34. The Commonwealth Minister may delegate the acceptance of Action Plans developed in accordance with this Agreement.

Dispute resolution

35. Either Party may give notice to the other Party of a dispute under this Agreement.
36. Officials of each Party will attempt to resolve any dispute in the first instance.
37. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
38. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to First Ministers for consideration.

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

Signed for and on behalf of the Commonwealth of Australia by

A handwritten signature in blue ink, appearing to read 'Wayne Swan', written over a horizontal line.

The Honourable Wayne Swan MP
Acting Prime Minister of the Commonwealth of Australia

13 September 2012

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP
Premier of the State of Tasmania

_____ 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 Julia Gillard MP
Prime Minister of the Commonwealth of Australia

____ September 2012

Signed for and on behalf of the State of Tasmania by


The Honourable Lara Giddings MP
Premier of the State of Tasmania

7 September 2012