

PROJECT AGREEMENT FOR SA HEALTH CLOSED CIRCUIT TELEVISION (CCTV) TRIAL

An agreement between:

- the Commonwealth of Australia; and
- the State of South Australia

The output of this project will be the trial installation of audio-visual surveillance systems across a number of residential facilities in Local Health Networks in South Australia

Project Agreement for SA Health Closed Circuit television (CCTV) Trial

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 a 12-month trial of the installation of camera surveillance and monitoring systems across a number of Local Health Networks' residential facilities in South Australia.

Reporting Arrangements

3. South Australia will report 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 South Australia of \$500,000 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 the State of South Australia.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and South Australia sign it and will expire on 30 June 2020 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 OUTPUT(S)

8. The output(s) of this Agreement will be:
 - a) The delivery of a 12-month trial of the installation of audio-visual surveillance systems at the following locations:

1. Mt Pleasant, Barossa Hills Fleurieu Local Health Network – 22 beds
2. Waikerie, Riverland Mallee Coorong Local Health Network – 42 beds
3. Bordertown, Limestone Coast Local Health Network – 43 beds;
4. Port Pirie York and Northern Local Health Network – 30 beds; and
5. Northgate House, Northern Adelaide Local Health Network – 16 beds.

Additional or variation to the above mentioned residential facilities and bed numbers may occur in accordance with trial project requirements.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

9. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement against milestones in the delivery of the SA Health CCTV trial 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;

Role of South Australia

10. South Australia will be responsible for:
 - (c) all aspects of delivering on the project outputs set out in this Agreement;
 - (d) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;

Shared roles

11. 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 this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements and reporting and payment summary

| Output | Milestones | Reporting Period | Report Due | Payment |
|---|---|--------------------------------|------------|-----------|
| Delivery of a 12 month trial of the installation of audio-visual surveillance in residential facilities | Submission of Activity Work Plan and Performance Report 1 | Execution – 30/04/2020 | 30/04/2020 | \$500,000 |
| | Performance Report 2 | 01/05/2020 – 30/06/2020 | 31/07/2020 | - |
| | Performance Report 3 | 01/07/2020 – 31/12/2020 | 30/01/2021 | - |
| | Project Evaluation Report | Execution – Project Completion | 30/09/2021 | - |

13. 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.

Reporting arrangements

14. South Australia will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance and progress in the period to date against the project milestones. Performance Report 1 will also include an update on the timeframes for the installation of the audio-visual surveillance equipment.
15. South Australia will provide a final Project report by 30 September 2021. The final Project report will include key outcomes and learnings from the whole project, including learnings and findings from the external evaluation of the trial.

PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to South Australia of \$500,000 in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth’s funding contribution will not be reduced where the States secure funding from other activity partners.

18. The Commonwealth's and the South Australia's 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 2.

Table 2: Estimated financial contributions

| (\$ million) | 2019-20 | Total |
|--|-------------|------------|
| Estimated total budget | 0.50 | 0.5 |
| Less estimated National Partnership Payments | 0.0 | 0.0 |
| Balance of non-Commonwealth contributions | 0.0 | 0.0 |

19. 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

20. 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

21. The Agreement may be amended at any time by agreement in writing by both the Parties.
22. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

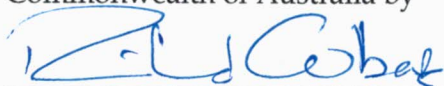
23. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

24. Either Party may give notice to other Party of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

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

Signed for and on behalf of the
Commonwealth of Australia by



Senator the Honourable Richard Colbeck Minister
for Aged Care and Senior Australians, Minister for
Youth and Sport

22/3/2020

[Day] [Month] [Year]

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



The Honourable Stephen Wade MLC, Minister for
Health and Wellbeing

8/5/20

[Day] [Month] [Year]