

# PROJECT AGREEMENT FOR THE SPECIALIST DEMENTIA CARE PROGRAM

An agreement between:

- the Commonwealth of Australia; and
- Western Australia.

The output of this project will be provision of services and clinical in-reach support to the Specialist Dementia Care Program.

# Project Agreement for the Specialist Dementia Care Program

## 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 provide clinical in-reach support for the Commonwealth Specialist Dementia Care Program prototype service, which will provide intensive, specialised care for people with very severe behavioural and psychological symptoms of dementia.

### Reporting Arrangements

3. Western Australia will report bi-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 Western Australia of \$464,000 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 Western Australia.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Western 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 OUTPUTS

### Outputs

8. The outputs of this Agreement will be:
- (a) clinical specialist support (psychogeriatrician and/or geriatrician or equivalent) to participate in the:
    - i. Specialist Dementia Care Program prototype service Clinical Review Team; and
    - ii. Specialist Dementia Care Program prototype service Clinical Advisory Committee.
  - (b) clinical and administrative support from a representative of the local hospital network (Clinical Nurse Consultant or equivalent) to support the operation of the Specialist Dementia Care Program prototype service Clinical Advisory Committee.

## 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 services and support to the Specialist Dementia Care Program under this Agreement to ensure that outputs are delivered within the agreed timeframe;
  - (b) providing a consequent financial contribution to Western Australia to support the implementation of this Agreement; and
  - (c) managing the Specialist Dementia Care Program prototype provider's performance against the service delivery grant agreement, and monitoring the prototype provider's compliance with the *Aged Care Act 1997*.

### Role of Western Australia

10. Western Australia will be responsible for:
- (a) all aspects of delivering the project outputs set out in this Agreement;
  - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
  - (c) maintaining existing levels of State funded supports, programs and services (already in place or planned) for people experiencing very severe behavioural and psychological symptoms of dementia;
  - (d) assurance that the Specialist Dementia Care Program will complement existing state funded services and programs for people with very severe behavioural and psychological symptoms of dementia, to increase overall capacity to service the target group; and
  - (e) working with the Commonwealth to ensure Aged Care Assessment Teams and Severe Behaviour Response Teams work together effectively in relation to Specialist Dementia Care Program client assessments;

- (f) allowing Severe Behaviour Response Teams access to State healthcare facilities to undertake Specialist Dementia Care Program client assessments;
- (g) providing streamlined client assessment and admission to hospital or mental health facilities for any Specialist Dementia Care Program clients who need that care; and
- (h) participating in the evaluation of the Specialist Dementia Care Program, which will evaluate the effectiveness of the prototype service, including effectiveness of clinical in reach provided under this Agreement, to inform future program delivery.

### Shared roles

- 11. The Parties will be responsible for:
  - (a) agreeing a work plan for how the activities in clauses 8 and 10 of this Agreement will be delivered; 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

- 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 bi-annual performance reports demonstrating the relevant milestones have been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones or benchmarks	Report due	Payment
In accordance with Clause 8 of this Agreement	Delivery of clinical specialist and administrative support to the Clinical Review Team and Clinical Advisory Committee from 1 April 2019 to 30 June 2019	31/05/2019	\$0.204m
	Delivery of clinical specialist and administrative support to the Clinical Review Team and Clinical Advisory Committee from 1 July 2019 to 31 December 2019	30/11/2019	-
	Delivery of clinical specialist and administrative support to the Clinical Review Team and Clinical Advisory Committee from 1 January 2020 to 30 June 2020	31/05/2020	\$0.260m

- 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. Western Australia will provide performance reports outlining the achievement of the performance milestones in Table 1 during the operation of the Agreement, by the reporting dates specified in Table 1. Each performance report is to contain information that demonstrates achievement of the outputs by Western Australia in the period to date against the project milestones and is to include detail of any matter(s) that have arisen which could adversely impact on the delivery of the outputs, and how Western Australia proposes to resolve this/these matters.
15. Western Australia will prepare a final performance report within 30 days of the completion of the project on services and activities delivered over the life of the agreement (1 April 2019 to 30 June 2020). This will include any early learning associated with the Specialist Dementia Care Program prototype service operations during the Agreement period that could inform broader rollout of the Specialist Dementia Care Program.

## PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to Western Australia of \$0.46m in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where Western Australia secures funding from other activity partners.

**Table 2: Estimated financial contributions**

(\$ million)	2018-19	2019-20	Total
Estimated total budget	\$204,000	\$260,000	\$464,000
Less estimated National Partnership Payments	\$204,000	\$260,000	\$464,000
Balance of non-Commonwealth contributions	0.0	0.0	

18. Having regard to the agreed estimated costs of projects specified in this Agreement, Western Australia 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, Western Australia bears all risk should the costs of the project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Western Australia to deliver projects cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

19. 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

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

## Delegations

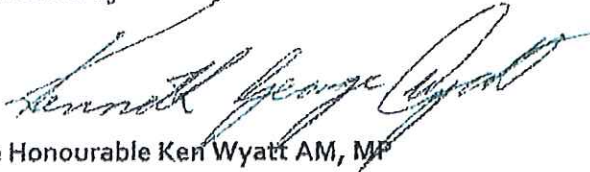
22. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

## Dispute resolution

23. Either Party may give notice to other Party of a dispute under this Agreement.
24. Officials of both Parties will attempt to resolve any dispute in the first instance.
25. 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



The Honourable Ken Wyatt AM, MP  
Minister for Indigenous Health  
Minister for Senior Australians and Aged Care

[Day] [Month] [Year]  
26 AUGUST 2019

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



The Honourable Roger Cook MLA  
Deputy Premier  
Minister for Health  
Minister for Mental Health

[Day] [Month] [Year]  
3/4/19