

PROJECT AGREEMENT FOR THE VICTORIAN CYTOLOGY SERVICE

An agreement between:

- n the Commonwealth of Australia and
- n Victoria.

The outputs of this project will be the processing of primary cervical cancer screening tests taken by health practitioners or self-collected, and the provision of benchmarking data on the pricing and quality of cervical screening.

Project Agreement for the Victorian Cytology Service

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 Victorian Cytology Service (VCS), a national centre of excellence in the early detection of pre-cancerous cervical abnormalities, to provide accurate reporting of primary cervical screening tests and benchmarking data on the pricing and quality of primary cervical screening tests.

Reporting Arrangements

3. Victoria will report 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 Victoria of \$41,553,000 (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 Victoria.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Victoria sign it and will expire on 30 June 2021 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 the delivery of:
 - (a) processed primary cervical screening tests in Victoria taken by health practitioners, or self-collected, in line with the National Cervical Screening Program (NCSP);

- (b) benchmarking data to the Commonwealth on the pricing and quality of primary cervical screening tests;
- (c) reporting on the impact of the renewed NCSP¹;
- (d) education, training and support for cervical screening test collectors to support the NCSP;
- (e) assessment of the new primary cervical screening tests taken in Victoria to support the COMPASS trial; and
- (f) research and support activities that promote continued participation in the NCSP.

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 under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to Victoria to support the implementation of this Agreement; and
 - (c) conducting a review of services and outputs delivered under this Agreement within twelve months of its expiry.

Role of Victoria

10. Victoria will be responsible for:
- (a) all aspects of delivering on 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; and
 - (c) participating in a review of services and outputs delivered under this Agreement.

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.

¹ The renewal of the NCSP will be implemented on 1 December 2017. It aims to ensure the continuing success of the Program by introducing a new cervical screening test so that all Australian women have access to a cervical screening program based on current evidence and best practice. This will change the target age group to women aged 25 to 74 years, and reduce the frequency of screening from every two years to every five years.

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 regular corresponding performance report demonstrating the relevant milestones have been met.

Table 1: Performance requirements, reporting and payment summary

Output	Performance milestones	Report due	Report period	Payment
Activities in accordance with clause 8 of this Agreement	Demonstration, through the provision of performance reports, of: <ol style="list-style-type: none"> 1. The processing of at least 45 per cent annually of all primary cervical screening tests taken in Victoria; 2. Data on costs and quality of primary cervical screening tests including: <ol style="list-style-type: none"> (a) the average unit cost of processing cervical screening tests; (b) a breakdown of the number of tests ordered by medical practitioners/ nurses and other health workers; (c) number of each type of cervical cancer screening tests processed; and (d) the quality of the cervical screening assessments 3. Any research, education and other activities undertaken to support the NCSP, the broader cytology workforce and the introduction of the new cervical screening test of the NCSP. 	31/05/2018	1 July 2017 to 30 April 2018	\$10,168,000
		31/05/2019	1 May 2018 to 30 April 2019	\$10,310,000
		31/05/2020	1 May 2019 to 30 April 2020	\$10,464,000
		31/05/2021	1 May 2020 to 30 April 2021	\$10,611,000

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. Victoria will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain the following information:
 - (a) a description of actual performance of Victoria in the period to date against the project milestones;
 - (b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how Victoria proposes to resolve this/these matter(s);
 - (c) a report on the impact of the renewed NCSP and referrals from the new testing regime;
 - (d) an update on activities that target under screened or never screened women; and
 - (e) evidence on National Association of Testing Authority/Royal College of Pathologists Australasia accreditation for cervical cytology.
15. Victoria will provide a final performance report for the 1 May 2021 to 30 June 2021 by no later than 31 July 2021.

PART 5 – FINANCIAL ARRANGEMENTS

16. The Commonwealth will provide an estimated total financial contribution to Victoria of \$41,533,000 in respect of this Agreement. All payments are GST exclusive.
17. The Commonwealth's funding contribution will not be reduced where Victoria secures funding from other activity partners.
18. The Commonwealth's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to Victoria paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2017-18	2018-19	2019-20	2020-21	Total
Estimated total budget	10.2	10.3	10.5	10.6	41.6
Less estimated National Partnership Payments	10.2	10.3	10.5	10.6	41.6
Balance of non-Commonwealth contributions ^(a)	0.0	0.0	0.0	0.0	0.0

(a) Victorian Cytology Service is a State government funded and operated organisation. Victoria is not required to provide financial and/or in-kind contributions under the terms of this Agreement, however it allocates its own source funding and provides in-kind contributions to support achievement of the outputs of this Agreement.

19. Having regard to the agreed estimated costs of projects specified in this Agreement, Victoria 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, Victoria bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for Victoria 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 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

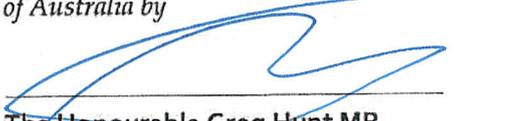
24. Either Party may give notice to other Party of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

27. For the purposes of this Agreement:
 - (a) from 1 July 2017 to 30 November 2017, a **primary cervical screening test** is a Pap test excluding secondary, confirmatory or reflex tests;
 - (b) from 1 December 2017 to 30 June 2021, the **new primary cervical screening test** is a Human Papillomavirus test excluding secondary, confirmatory or reflex tests; and
 - (c) **COMPASS** is a clinical trial comparing 2.5 -yearly Pap test screening with 5-yearly Human Papillomavirus (HPV) screening. It is the first large scale clinical trial internationally to assess these screening tests in an HPV-vaccinated population. It is being carried out in Victoria by Victorian Cytology Service in collaboration with Cancer Council NSW.

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

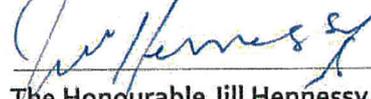
Signed for and on behalf of the Commonwealth
of Australia by



The Honourable Greg Hunt MP
Minister for Health and Minister for Sport

21/5/18

Signed for and on behalf of the
State of Victoria by



The Honourable Jill Hennessy MP
Minister for Health and Minister for Ambulance
Services

21/5/18