The Provision of COVID-19 Quarantine Arrangements in Tasmania for Organised National Repatriation of Australians

FEDERATION FUNDING AGREEMENT - HEALTH

Table 1: Formalities and operation of schedule		
Parties	Commonwealth of Australia Tasmanian Government	
Duration	This Schedule is expected to expire on 31 March 2021, and then for sufficient additional time to allow for the final reconciliation of any payments made under this Schedule, and the recovery of any outstanding costs. This Schedule may be extended by agreement in writing between the parties. The Schedule may also be terminated as agreed in writing by the parties.	
Purpose	This Schedule will support the delivery of quarantine services in Tasmania, including health services and agreed operational costs associated with the hotel quarantine services to accept Australian repatriations.	
Scope	This Schedule covers all activities outlined in Appendix A for Australian residents, permanent Australian residents or visa holders with immediate family in Australia whose return from International locations has been facilitated by the Commonwealth. Tasmania will quarantine 450 passengers from three Commonwealth-facilitated flights before the end of January 2021. As Tasmania continues to operate outside of the caps system, any flights in addition to this agreement will need to be negotiated between the parties.	
	Tasmania will maintain primary responsibility for the delivery of this Schedule to support COVID-19 quarantine for Organised National Repatriation of Australians entering Tasmania as outlined in the section on Responsibilities. The Commonwealth will assist Tasmania by undertaking the activities outlined in the section on Responsibilities. Tasmania's obligations under this agreement cease once the period of quarantining of the individual has ended.	

Estimated financial contributions

The Commonwealth will provide an estimated total financial contribution to Tasmania of \$7 million in respect of this Schedule.

Table 1			***************************************	***************************************	Control of the State of the Sta	
(\$ million)	2020-21	2021-22	2022-23	2023-24	2024-25	Total
Estimated total	7.0	0.0	0.0	0.0	0.0	7.0
budget						

Notes:

The final amount to be paid under the Agreement will be dependent on the actual costs incurred by Tasmania.

The figures above do not include those amounts to be provided to the Commonwealth from fees charged to people repatriated under this agreement.

Context

International travel restrictions and quarantine requirements have been implemented to reduce the risk of imported cases of COVID-19.

To date Australia's experience shows up to 2 per cent of international travelers are symptomatic on arrival or test positive for COVID-19 during quarantine. This rate is increasing and will be higher for arrivals from some countries.

Restrictions to international travel, as well as individual Australian state and territory quotas for international flight arrivals, mean that a dedicated national response is required to facilitate the return, and quarantine, of Australians and permanent residents who wish to return to Australia as soon as possible. This includes visa holders who are immediate family members of Australians.

The parties agree to facilitate quarantine for Australian repatriations over the period commencing 6 December 2020 until the Schedule end date to:

- a) Allow Australians to return home as soon as possible;
- b) Rebuild our economy through increased economic opportunities; and
- c) Continue to protect Australians from any transmission of COVID-19 from returning Australians.

Tasmania will accept 450 passengers from three Commonwealth-facilitated flights to arrive before the end of January 2021.

It is expected that returning Australians will need to be quarantined for a minimum of 14 days to cover the incubation period for COVID-19. It is recognised that for some individuals quarantine arrangements may need to continue beyond the minimum period and that quarantine arrangements will be determined by Tasmanian Director of Public Health informed by Australian Health Protection Principal Committee (AHPPC).

	The parties agree that Tasmania will also need to provide other quarantine activities outside of this Schedule, including quarantining of some travelers from interstate and international citizens arriving under other programs. This arrangement does not replace other state and territory commercial international arrival or interstate quarantine arrangements.		
Objective	The objective of this Schedule is to provide financial assistance from the Commonwealth to Tasmania for the costs incurred in providing quarantine accommodation and other services, health services, including necessary hospital services, and agreed unforeseen associated costs to repatriated Australians in quarantine. Tasmania will be responsible for providing such services to Australians repatriated through Australian Government facilitated flights after they have cleared the customs process at Hobart Airport.		
Principles	Ouarantine arrangements will operate under Tasmanian law and emergency management arrangements, together with relevant Commonwealth legislation including the <i>Biosecurity Act 2015</i> . Arrangements will ensure consistency with Australia's COVID-19 objectives, which are to: a) prevent and control the spread of COVID-19 in Australia, and b) ensure good health outcomes (including mental health) for quarantine residents, workforce and the community.		
Responsibilities	To support Tasmania to deliver the COVID-19 quarantine for Organised National Repatriation of Australians entering Tasmania, the Commonwealth will be responsible for: a) Providing the agreed funding to Tasmania to meet the specified requirements of this Schedule. b) Ensuring logistical information on Australian Government arranged flights regarding returning Australians is available to the Tasmanian Government. i. Best endeavors will be made to provide information on any health-specific information such as COVID-19 infection status or other relevant conditions or needs, ii. Information in advance to be provided on intended place of residence post quarantine. iii. In line with Qantas commercial arrangements, passengers are COVID-19 tested and return a negative result prior to boarding the aircraft in the country of departure. c) Supporting Tasmania in the security and patrol of quarantine facilities, with resources from the Australian Defence Force [which will be managed under a separate agreement with Defence].		

- Tasmania will retain operational lead hotel quarantine facilities, and provide command and control for quarantine compliance monitoring and management. Tasmanian authorities will be responsible for enforcing mandatory quarantine
- ii. The Australian Defence Force will have no enforcement powers.
- d) Facilitating the arrival of repatriated Australians through the Hobart Airport.
- e) Supporting the Tasmanian Government in accessing personal protective equipment (PPE) through the National Medical Stockpile. This assistance will be provided in instances where Tasmania is experiencing immediate shortages or significant difficulties in acquiring their own PPE.
- f) Facilitating, if requested by Tasmania, additional surge health workforce support if required through the deployment of Australian Medical Assistance Teams (AUSMAT).
- g) Provide support to individuals to access Australian Government support payments and services where they are eligible to receive them, to returning Australians while they are quarantining.

The Tasmanian Government will be responsible for the following in respect to repatriated Australians under this arrangement:

- a) Repatriated Australians' health (physical and mental), welfare, meals, security and quarantine needs.
- b) Quarantining Australians returning from overseas for a minimum of 14 days subject to regular COVID-19 testing in quarantine, as per AHPPC/Communicable Diseases Network Australia guidelines.
- c) Ensuring all Australians repatriated under these arrangements are primarily accommodated at the nominated quarantine facilities, noting that Tasmanian Director of Public Health may direct a repatriated Australian be accommodated at another location (such as a hospital) depending on operational and health requirements.
- d) Ensuring that the quarantine facilities provide accommodation, meals, health facilities and amenities at an appropriate standard and separate to other programs outside this agreement.
- e) Logistical support and planning for transfer of Australians, once in Australia to the nominated quarantines facilities and, following quarantine, from the nominated quarantine facilities to relevant transport or other services to enable transfer to their place of residence.
- f) Collecting contact information to support, and assist with, any future contact tracing requirements, should it be required.
- g) Establishment, delivery and ongoing management of the nominated quarantine facilities, including activities outlined in Appendix A.

- h) Providing access to health services, including hospital and primary care services and other health services for non-COVID related issues which require immediate action (such as dental or maternity services),
 - i. The full cost of these health services to be reimbursed to the Tasmanian Government where they are not already claimed through existing Commonwealth programs (refer to the 'Payments' section of this Schedule).
- Providing access to hospital services for any issues which require immediate action including but not limited to the diagnosis and treatment of COVID-19.
- j) Providing access to mental health support for residents and staff working at the guarantine facilities covered under this Schedule.
- k) Providing access to medical supplies, including medicines, pharmaceuticals, PPE, consumables to ensure adequate health services;
- Provision of personal medicines and other medical supplies to people in quarantine under these arrangements where self-administration is allowed under normal directions;
- m) Ensuring on-site medical supplies have appropriate security and access arrangements.
- n) Providing regular updates on the delivery of activities under this Schedule as outlined under the section on Reporting, including providing data to the Commonwealth Department of Health on a best endeavours basis to inform national quarantine policy and, where feasible, to conduct studies to inform national response policy.

The parties will jointly be responsible for:

a) Working together and with other jurisdictions to support the transfer of seriously ill patients that require acute services unable to be provided within Tasmania's capability or capacity, through a clinical based assessment of need to be developed between jurisdictions.

Requirements

COVID-19 PUBLIC HEALTH BEST PRACTICE

The Tasmanian Government will:

- Ensure guidelines, management plans, operation of the quarantine facilities and the delivery of services complies with advice of the AHPPC and Tasmanian Public Health advice.
- b) Implement a hierarchy of infection prevention and control arrangements (including physical distancing, use of PPE, hygiene and cohorting) that comply with the national infection control guidelines and guidance published by the Infection Control Expert Group.

- c) Ensure appropriate levels of PPE are available for use in all aspects of supporting the arrangements of this Schedule, including transfer to the quarantine facilities, at the quarantine facilities, and for use by both staff and residents.
- d) Provide appropriate COVID-19 testing for both people in quarantine under these arrangements and staff, with timely turnaround of results within 48 hours.
 - i. Testing for people in quarantine will be conducted at day 1-3 and again on day 10—12 of the quarantine period. Results from the second test, or subsequent tests if required, will be received and a negative result received before an individual is released from quarantine.
 - ii. Testing for staff, both medical and general staffing working at the quarantine facilities, will occur every seven days, in accordance with the decisions of AHPPC.
- e) Provide regular health checks of people in quarantine under these arrangements by appropriately qualified health staff in order to support early detection of COVID-19.
 - i. All arrivals with fever and/or with respiratory symptoms or other symptoms consistent with COVID-19 will be isolated and managed as a suspect case.
- f) Ensure appropriately qualified staff and staffing levels available to the quarantine facilities on a 24 hours, seven days a week basis, both for general and medical and clinical staff, as identified in the Clinical Model of Care for Government Designated Accommodation:
 - i. All staff required by Tasmania law to have a working with children check and have a current clearance in place.
 - ii. Note: Tasmania will seek AUSMAT leadership support to establish the clinical care model for the quarantine facilities.
- g) Ensure all staff are provided with appropriate induction and training arrangements, including infection prevention and control, appropriate use of PPE, hand hygiene, work health and safety requirements and any other legislative requirements.
- h) Provide transfer and repatriations for seriously ill patients with COVID-19, or for other emergency purposes, to an appropriate acute facility.

QUARANTINE FACILITY REQUIREMENTS

Tasmania will ensure that the quarantine facilities have the:

a) Ability to cohort returning Australians according to risk, including identified vulnerable groups.

- b) Complete physical separation of returning Australians under this agreement with any other quarantine residents.
- c) Space to allow sufficient physical separation between individuals and cohorts, noting adjustments may need to be made in line with the latest health advice.
- d) Ability to house families together and accommodate very young children.
- e) Space to operate medical related activities including testing, resuscitation and ambulance transfer if needed.
- f) Capacity to accommodate both COVID-19 positive cases with mild symptoms, and individuals who have other mild health conditions, noting that the best location will be determined by the clinician managing the case, in line with Tasmanian Director of Public Health directions and any agreed referral mechanisms.
- g) Self-contained units which are well-ventilated with separate, noncommunal amenities.
- h) Appropriate capacity and infrastructure to allow residents to receive health assistance, particularly in an emergency situation.

OPERATIONAL PLANNING AND SERVICE DELIVERY

Tasmania in planning and delivering the agreed quarantine facilities will embed the system performance good practice which is outlined in the National Review of Hotel Quarantine. Similarly, Tasmania should ensure the establishment and operation of the facility meets requirements outlined in Australian Government Department of Health Guide to Health Requirements of Quarantine Accommodation.

a) The Commonwealth agrees to consider reasonable requests from Tasmania for support in the implementation of these activities.

Tasmania will implement within a reasonable time relevant changes which may be agreed by the National Cabinet or the AHPPC, including in relation to the mental health support for of quarantined persons.

The operation of the quarantine service will be managed by Tasmania. Tasmania will ensure the following operational and risk management plans are in place.

- a) COVID-19 testing requirements for quarantined individuals.
- b) COVID-19 transfer plan for moving large cohorts of individuals to the hotel facility/airport
- c) Site specific infection prevention and control plan.
- d) Staffing requirements and protocols, including necessary medical and clinical staff, other staffing needs and appropriate ratios. The following must be taken into account in staffing planning:

- Staff working at a site with an outbreak should work with one cohort only and should not attend work at other locations or facilities for the duration of the outbreak.
- ii. Staff should not move between groups in isolation (positive COVID-19 test) and those in quarantine.
- iii. All staff must be regularly screened for symptoms in addition to participating in testing as required by Tasmanian Director of Public Health.
- e) To respond to a COVID-19 infection occurring across cohorts and into the general community:
 - i. Outbreak management plan strategies to limit infection transmission in the event of an outbreak.
 - ii. Retrieval management plan for transferring large cohorts if the health system is overwhelmed.
- f) For the purposes of managing the quarantine facilities:
 - i. A comprehensive risk assessment plan, including adequate mitigation strategies.
 - ii. A site operational plan, which includes an emergency response and emergency evacuation plan.

Compliance

COVID-19 AUDITING

Tasmania will conduct regular auditing of arrangements undertaken to reduce transmission of COVID-19 to the general community, staff and returning Australians. Auditing should occur at minimum on set up and, should an extension to this Schedule occur, every three months, with ongoing adjustments as required.

The Australian Government will also undertake a review at set up, and every three months, specifically in relation to infection control plans and activities and against the system performance good practice which is outlined in the National Review of Hotel Quarantine, and Tasmania will implement any recommended changes that come out of these reviews.

Tasmania will make any necessary adjustments to ensure arrangements have ongoing effectiveness at preventing, stopping and reducing COVID-19 transmission rates based on latest AHPPC advice.

FOOD SAFETY

In the delivery of food preparation and catering services, Tasmania must ensure services comply with the *Food Standards Australia New Zealand Act* 1991 (FSANZ Act).

ENVIRONMENTAL HEALTH PROTECTION

In delivering any services, such as waste management, cleaning and food safety and delivery to comply with the relevant standards under the *National Environment Protection Council Act* 1994.

Payments

Payment Principles

The Commonwealth will provide funding to cover the costs incurred by Tasmania for activities under this Schedule and set out in <u>Appendix A</u>, made as part of the two components outlined below. This includes relevant health services provided to the individual if they require access outside of the facility or need to be transferred.

Additional activities will be funded where the Commonwealth directs Tasmania to undertake a particular activity under this Schedule.

If Tasmania is required to undertake an activity outside of the scope of this Schedule, Tasmania must first obtain written agreement of the Commonwealth by a senior executive of the Department of Health to fund the activity (if funding is required).

Payments under this Schedule will be made under one of two components:

1. The Health Services Component

The Commonwealth will provide monthly funding to Tasmania for the provision of all health and hospital services to this cohort of nationally repatriated quarantined persons, regardless of the location of the services provided and for the duration of the stay, and regardless of which jurisdiction delivers the service.

The Commonwealth will pay Tasmania 100 per cent of the cost of these health and hospital services, known as the "Health Services Component", with the exception that the Commonwealth will not fund services through this Schedule if the same service, or any part of the same service, is claimed through the National Health Reform Agreement, the Medicare Benefits Schedule, the Pharmaceutical Benefits Scheme, or any other Commonwealth program.

The Health Services Component will consist of two components: the inscope Activity and the out-of-scope Activity.

In-Scope Activity

For health services consisting of activities that would normally be inscope for NHRA funding (even if those activities are delivered to individuals that would be out-of-scope, such as Medicare ineligible people), the calculation of the Health Services Component in-scope activity will be as follows:

 (National Efficient Price (NEP) for the financial year the service is delivered in) x (National Weighted Activity Units (NWAU) of the activity delivered) x (Royal Hobart Hospital Cost ratio as calculated by the Independent Hospital Pricing Authority for the relevant period) Tasmania will provide the Commonwealth and the Administrator of the National Health Funding Pool sufficient data and reporting to allow any services funded under the Health Services Component to be excluded from being funded under the National Health Reform Agreement and/or the National Partnership on COVID-19 Response.

Tasmania will ensure that any services funded under the Health Services Component be reported in a manner that complies with the National Health Funding Body and the Independent Hospital Pricing Authority's three year data plans.

This is to ensure that a health and hospital service is only funded once, in part or in full, by the Commonwealth, consistent with the National Health Reform Agreement.

As part of the final reconciliation of payments under the Schedule, the Commonwealth and Tasmania will review whether the provision of health services under the Schedule has negatively impacted Tasmania's funding entitlements under the National Health Reform Agreement in 2021-22, and if necessary work together with the Administration of the National Health Funding Pool to ensure remedial adjustments are made.

The intent of this is to guarantee Tasmania 2021-22 NHRA starting base amount and Tasmania soft cap dollar amounts will be adjusted to account for excluded Activity Based Funding activity that is claimed in this agreement over 2020-21.

The guarantee in 2021-22 will adjust the starting base dollar amount by:

1. Volume change: NWAU excluded in 2021 multiplied by NEP20 multiplied 45%.

Plus

Price change: NWAU excluded in 2020-21 multiplied by indexation (NEP21-NEP20) multiplied by 45%.

Out-of-scope Activity

For health services consisting of activities that would not normally be inscope for NHRA funding (such as non-admitted alcohol and drug treatment services), the amount of the Health Services Component which is out-of-scope activity will be the actual costs incurred by Tasmanian Government in providing these services.

2. The Facility Operation Component

The Commonwealth will provide monthly funding to Tasmania for other expenses Tasmania incurs in fulfilling its operational responsibilities under the Schedule, as specified in Schedule A or agreed in writing between the

parties and that are not already funded as part of the Health Services Component.

The Commonwealth will pay Tasmania 100 per cent of the cost of this agreed operational expenditure, known as the "Facility Operation Component", and adjusted as necessary to comply with the Payment Principles.

The Commonwealth will also pay Tasmania 100 per cent of associated costs that are unforeseen, but are agreed by the Commonwealth in writing.

Payment Mechanism

The Health Services Component and the Facility Operation Component of the agreement will be paid on a monthly basis commencing as soon as practicable following the commencement of the Schedule and in line with standard payment practices between the Commonwealth and states lasting until the expiration of the Agreement, in a combined single payment known as the "Monthly Payment".

The Monthly Payment will be made in arrears through monthly payments, based on the monthly payment requests provided by Tasmania and in accordance with the payment arrangements under the Intergovernmental Agreement on Federal Financial Relations.

In addition, Tasmania will be required to submit to the Commonwealth its payment request for the Monthly Payment by no later than the 14th day of the prior month, ("the Monthly Payment Request").

As part of the Monthly Payment Request, Tasmania will separately identify the Health Services Component and the Facility Operations Component.

For each of these components, Tasmania will provide evidence demonstrating their actual incurred costs in delivering the activities funded under each of the components. The provision of this evidence will not be unduly burdensome on Tasmania, but will be sufficient to demonstrate the actual costs incurred by Tasmania in delivery of the services agreed in the Schedule.

This requirement to demonstrate actual incurred costs will not apply to the in-scope activity of the Health Services Component. This requirement will instead be replaced with the process and the formula described under the Health Services Component section of the Schedule.

Provided the Commonwealth accepts this evidence as sufficiently robust, and in accordance with the intent and scope of the Schedule, the Commonwealth will then provide Tasmania with the funds for these costs.

	Where the Commonwealth feels there is insufficient evidence of costs incurred, or whether costs are not in accordance with the intent and scope of the Schedule, it will raise this concern through the agreed dispute resolution mechanisms of the Schedule.
	Recovery and Transmission of fee for quarantine services
	Tasmania will be required to apply cost-recovery arrangements to the returning Australians covered under this agreement that are commensurate with their existing quarantine cost-recovery arrangements and charges.
	As amounts are cost-recovered by Tasmania, Tasmania will then be required to provide such amounts to the Commonwealth.
	Tasmania will be required to advise the Commonwealth of the level of costs recovered, and where no costs have been recovered that reasonable debt collection practices have been undertaken.
	While all reasonable attempts should be made to cost recover, if cost recovery cannot occur the Commonwealth will cover up to 100 per cent of costs, dependent on agreed cost recovery with individuals.
Reporting	Tasmania will provide monthly reports to the Joint Steering Committee on the health and wellbeing of quarantined residents and any health services provided to quarantined residents (including COVID-19 testing). Tasmania will also notify the Joint Steering Committee of any positive COVID cases and hospitalisations weekly per cohort received.
	For any potential or actual outbreaks of COVID-19 not contained within a cohort and spreading either within the facility or into the general community, immediate notification is required.
Review	A preliminary review of operational arrangements, undertaken by an appropriate officer agreed by the parties, no later than mid December 2020 will occur to recommend and implement any adjustments required.
	Further reviews will be undertaken on a three months basis should an extension to this agreement be agreed, or as agreed in writing between the parties.
	Any adjustments will be reported to the signing Ministers for both the Commonwealth and Tasmania.
Dispute Resolution	Any dispute or disagreement over the application of the Schedule, including operational and funding issues, will be raised and escalated through the Joint Steering Committee.
	If a dispute cannot be resolved by the officials of the Joint Steering Committee it may be escalated to relevant Chief Executive Officers (or

Table 2: Performance requ	irements, reporting and payment summary		
Output	Performance milestones	Report due	Payment
Activities are outlined in Appendix A.	Monthly payments based on actuals	N/A	Monthly

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

Signed for and on behalf of the Commomoralth Signed of Australia by

Tasmania by

behalf on

of Signed

Tasmania by

and

The Honourable Greg Hunt MP

Minister for Health

November 2020

The Honourable Roger Jaensch MP

Minister for Housing

4 December 2020

The Honourable Sarah Courtney MP

Minister for Health

Neverbes 2020

4 December 2020

	Secretaries) of the lead departments; and then if unable to be resolved Relevant Ministers.
Variation	Variations to this Schedule, which may include but not be limited to the provision of quarantine services beyond 450 passengers from three Commonwealth-facilitated flights to arrive before the end of 2020, may only be made by written agreement of both parties.

Appendix A -In-scope activities

The Commonwealth will fully meet the costs incurred by Tasmania in contracting hotel services to quarantine repatriated Australians. This includes the activities listed below.

Activities:

- Provision, capacity and maintenance of ICT systems and assets
- Provision, capacity and maintenance of broadband services, such as WiFi, telephones
- Provision of essential services (water and electricity)
- Provision of linen
- Provision of consumables (such as toiletries)
- Provision of small electrical appliances in room such as TV and Kettles.
- Provision of toys and recreational activities for children
- Provision of additional furniture for families with infant children, such as cots and linens, prams
- Provision of consumables for families with infants such as nappies and formula
- Provision of disability and mobility supports
- 24 hour security of the site site access control and patrolling, with support provided by the Commonwealth (refer to Commonwealth responsibilities)
- Catering and food provision, including delivery of catering to accommodation facilities
- Provision of personal hygiene facilities and consumables;
- Waste management services (standard and biohazard/medical)
- Cleaning of rooms and common areas with adherence to infection control guidelines
- Provision of laundry services
- Facility management including:
 - o Building and room maintenance
 - o Ground maintenance
- Provision of fire services
- Provision of transport services while an individual is in quarantine, this could include transport to and from the facility, internal to the facility, or for travel outside the facility, such as for medical purposes (including for interstate medical transfer)
- Staff induction and training programs, including infection control training
- Mental health services

 for quarantine residents and staff
- Hospital services
- Health services including but not limited to:

- o Primary care services
- o Alcohol and drug services
- o Dental services
- o Maternity services
- o Occupational therapy
- Mental health services
- Facilitating access to welfare services and support.

Other

- Facility operations costs agreed in writing by the parties
- Administrative component including but not limited to invoicing, data, reporting and compliance, operational supports and administration.

Note – any activities that are claimed under the National Partnership on COVID-19 response do not form part of this Schedule. For example, any PPE that has been claimed under the National Partnership is not eligible to also be funded under this Schedule. Similarly, any service, or part of a service, that is claimed through any other Commonwealth program is not eligible to be receive a Commonwealth funding contribution via this agreement.