

PROJECT AGREEMENT FOR IMPROVING TRACHOMA CONTROL SERVICES FOR INDIGENOUS AUSTRALIANS

An agreement between:

- n the Commonwealth of Australia; and
- n the State of Queensland.

The output of this project will be the delivery of trachoma control services and activities to improve the identification, screening, treatment, management and prevention of trachoma and trichiasis in Indigenous Australians.

Project Agreement for Improving Trachoma Control Services for Indigenous Australians

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 additional trachoma control services and additional activities to improve the identification, screening, treatment, management and prevention of trachoma and trichiasis for Indigenous Australians as part of the broader measure on *Closing the Gap - Improving Eye and Ear Health Services for Indigenous Australians*.

Reporting Arrangements

3. Queensland 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 Queensland of \$100,000 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 Queensland.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Queensland sign it and will expire on 30 June 2017 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 to:
 - (a) undertake comprehensive and systematic trachoma and trichiasis screening and treatment programs in communities at risk of trachoma and where trachoma and /or trichiasis is prevalent and report on results;
 - (b) deliver trachoma control activities in accordance with the 2013 *National Guidelines for the Public Health Management of Trachoma* (Communicable Disease Network of Australia); and
 - (c) submit required data to the National Trachoma Surveillance and Reporting Unit.

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 trachoma control services for Indigenous Australians under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.

Role of Queensland

10. Queensland will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement; and
 - (b) 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, reporting and payment summary

| Output | Performance Milestones | Date due | Relevant Report period | Payment |
|-------------------------------|---|------------|------------------------|----------|
| Screening, Treatment and Data | <p>(a) At least three 'at-risk' communities agreed by Queensland and the Commonwealth are screened for active trachoma in accordance with the CDNA National Guidelines for the Public Health Management of Trachoma (the Guidelines); at least 85% of 5-9 year old Aboriginal and Torres Strait Islander children in the three 'at-risk' communities screened for trachoma; and at least 85% of children with active trachoma receive treatment with antibiotics and 85% of their contacts receive treatment. Members of the household(s) of 'active cases' to be treated within one week of commencement of treatment. Milestone payment weighting: 80%</p> <p>(b) 100% children screened assessed for clean faces (absence of nasal and ocular discharge on the face – a risk factor for trachoma). Milestone payment weighting: 10%</p> <p>(c) Timely, accurate, reliable and complete trachoma program data (including prevalence data, screening and treatment coverage data, and data on related activities) provided to the National Trachoma Surveillance and Reporting Unit by 27 May 2016, unless otherwise negotiated. Milestone payment weighting: 10%</p> | 27/05/2016 | 1/07/2015 – 30/06/2016 | \$0.050m |

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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. Queensland will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of Queensland's actual performance in the period to date against the project milestones.
15. If Queensland does not achieve one or more trachoma screening and/or treatment performance milestones in full due to circumstances beyond its control or circumstances not anticipated at the time of signing the Project Agreement, the Commonwealth may provide a partial payment to Queensland.
- (a) The Commonwealth will only consider making a partial payment if:

- i. Queensland is able to demonstrate that it implemented adequate and appropriate arrangements that would have achieved the relevant performance milestone but for those circumstances;
 - ii. at least 70 per cent of each of the performance milestones has been met; and
 - iii. Queensland has submitted a satisfactory performance report.
- (b) Where a partial payment is made, the amount will be calculated based on the proportion of each milestone achieved and in accordance with its payment weighting. Payment will be made pro rata based on achievement above 70 per cent.

PART 5 – FINANCIAL ARRANGEMENTS

- 16. The Commonwealth will provide an estimated total financial contribution to Queensland of \$0.1 million in respect of this Agreement. All payments are GST exclusive.
- 17. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners.
- 18. The Commonwealth's and Queensland'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) | 2015-16 | 2016-17 | Total |
|--|-------------|-------------|------------|
| Estimated total budget | 0.05 | 0.05 | 0.1 |
| Less estimated National Partnership Payments | 0.05 | 0.05 | 0.1 |
| Balance of non-Commonwealth contributions | 0.0 | 0.0 | 0.0 |

- 19. Having regard to the agreed estimated costs of projects specified in this Agreement, Queensland 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, Queensland 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 Queensland 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

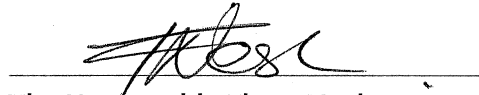
24. Either Party may give notice to the other Party of a dispute under this Agreement.
25. Officials of both Parties will attempt to resolve any dispute in the first instance.
26. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

27. For the purposes of this Agreement:
 - (a) 'Community' means a populated area with a school. A community with two or more schools is considered a single community.
 - (b) 'At Risk communities' means communities classified by Queensland and the Commonwealth as being at higher risk of trachoma.
 - (c) 'Active Trachoma' means the presence of chronic inflammation of the conjunctiva caused by infection with *Chlamydia trachomatis*; includes World Health Organisation grades Trachomatous inflammation follicular and/or Trachomatous inflammation intense.

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

*Signed for and on behalf of the Commonwealth
of Australia by*

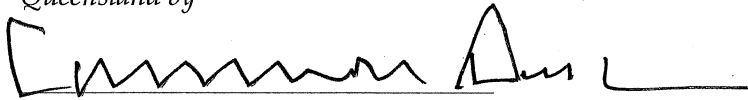


The Honourable Fiona Nash

Minister for Regional Development, Minister for
Regional Communications, and Minister for Rural
Health

Date: 12/4/16.

*Signed for and on behalf of the State of
Queensland by*



The Honourable Cameron Dick, MP

Minister for Health and Minister for Ambulance
Services

Date: 5 May 2016