

PROJECT AGREEMENT FOR THE VETERAN COMMUNITY UNDER 65 YEARS TO ACCESS COMMUNITY CARE SERVICES

Council of
Australian
Governments

An agreement between

- the **Commonwealth of Australia** and
- the **States and Territories**, being:
 - ▼ New South Wales
 - ▼ Queensland
 - ▼ South Australia
 - ▼ Tasmania
 - ▼ the Australian Capital Territory
 - ▼ the Northern Territory

The output of this project will be the facilitation of access by veterans and war widows/widowers aged under 65 years to community care services.

Project Agreement for the Veteran Community under 65 Years to Access Community Care Services

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations 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 Intergovernmental Agreement on Federal Financial Relations.
2. This Agreement will facilitate access by veterans and war widows/widowers aged under 65 years to community care services.
3. This Agreement constitutes the entire agreement for this project.
- 3A. This Project Agreement replaces the previous Project Agreement for the Veteran Community under 65 Years to Access Community Care Services of 4 September 2012.

PART 1 – FORMALITIES

Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories of New South Wales, Queensland, Tasmania, South Australia, Northern Territory and the Australian Capital Territory (the States).

Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and one other Party signs the Agreement and will expire on 30 June 2014, including acceptance of final performance reporting and processing of final payments unless terminated earlier or extended as agreed in writing by the Parties.

PART 2 – PROJECT OUTPUT

Output

6. The output of this Agreement will be the facilitation of access by the veterans and war widows/widowers aged under 65 years to community care services on the same basis as any other Australian citizens except where the veteran or war widow/widower is already receiving a Veterans' Home Care service where tasks performed as part of that service are the same tasks that they are seeking to be performed as part of the community care service.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

7. The Commonwealth will be responsible for:
 - (a) monitoring and assessing achievement in the delivery of community care services to members of veterans and war widows/widowers aged under 65 years under this Agreement to ensure that outputs are delivered in accordance with this Agreement; and
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement.

Role of the States and Territories

8. The States 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 – Reporting Arrangements.

Shared roles

9. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, 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 – REPORTING ARRANGEMENTS

Reporting arrangements

10. By 15 March 2013, States will provide a final project report containing a description of:
 - (a) how access has been facilitated for veterans and war widows/widowers aged under 65 years to community care services; and

- (b) any promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.

10A. By 15 March 2014, States will provide a final project report containing a description of:

- (a) how access has been facilitated for veterans and war widows/widowers aged under 65 years to community care services; and
- (b) any promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.

PART 5 – FINANCIAL ARRANGEMENTS

11. The Commonwealth will provide a total financial contribution to the States of \$2.894m in respect of this Agreement in 2012-13 and \$2.632m in 2013-14. All payments are GST exclusive.
12. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
13. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements of the Intergovernmental Agreement on Federal Financial Relations*, are shown in Tables 1.

Table 1: Estimated total financial contributions – 2012-13 and 2013-14

(\$)	2012-13	2013-14
Estimated total budget	2,894,000	2,632,000
Less estimated National Partnership Payments	2,894,000	2,632,000
Balance of non-Commonwealth contributions*	0	

* Commonwealth funding under this Agreement is a contribution to services for which the States have primary policy and funding responsibility.

14. Subject to finalisation of this Agreement, payments to the States will be made quarterly in accordance with Tables 2 and 2A. The April 2013 and April 2014 payments will be made upon the Commonwealth's acceptance of the final project report to be provided under clauses 10 and 10A of this Agreement.

Table 2: Estimated payments – 2012-13

State/Territory	July 2012-13 \$	October 2012-13 \$	January 2012-13 \$	April 2012-13 \$	Total 2012-13 \$
NSW	239,500	239,500	239,500	239,500	958,000
QLD	331,000	331,000	331,000	331,000	1,324,000
SA	72,750	72,750	72,750	72,750	291,000
TAS	35,750	35,750	35,750	35,750	143,000
ACT	37,250	37,250	37,250	37,250	149,000
NT	7,250	7,250	7,250	7,250	29,000
TOTAL	723,500	723,500	723,500	723,500	2,894,000

Table 2A: Estimated payments – 2013-14

State/Territory	July 2013-14 \$	October 2013-14 \$	January 2013-14 \$	April 2013-14 \$	Total 2013-14 \$
NSW	214,000	214,000	214,000	214,000	856,000
QLD	305,250	305,250	305,250	305,250	1,221,000
SA	65,000	65,000	65,000	65,000	260,000
TAS	31,750	31,750	31,750	31,750	127,000
ACT	35,250	35,250	35,250	35,250	141,000
NT	6,750	6,750	6,750	6,750	27,000
TOTAL	658,000	658,000	658,000	658,000	2,632,000

15. Having regard to the agreed estimated costs of projects specified in a Project 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

16. 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

17. The Agreement may be amended at any time by agreement in writing by all the Parties.
18. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

Delegations

19. The Commonwealth Minister may delegate the assessment of performance 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

20. Any Party may give notice to other Parties of a dispute under this Agreement.
21. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
22. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
23. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to relevant First Ministers.

Interpretation

24. For the purposes of this Agreement:
 - (a) 'community care services' means those services that will be delivered under the States' programs which provide similar services as the Commonwealth's Home and Community Care program.

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

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

The Honourable Warren Snowdon MP

Minister for Veterans' Affairs

Agreed

15 May 2013

Signed *for and on behalf of the State of New South Wales by*

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

The Honourable Andrew Constance MP

Minister for Ageing,
Minister for Disability Services

The Honourable Tracy Davis MP

Minister for Communities, Child Safety and
Disability Services

Agreed

19 June 2013

Agreed

21 June 2013

Signed *for and on behalf of the State of South Australia by*

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

The Honourable Tony Piccolo MP

Minister for Communities and Social Inclusion

The Honourable Michelle O'Byrne MP

Minister for Health

Agreed

17 June 2013

Agreed

12 July 2013

Signed *for and on behalf of the Australian
Capital Territory by*

Katy Gallagher MLA
Chief Minister
Minister for Health

Agreed
5 June 2013

Signed *for and on behalf of the Northern
Territory by*

The Honourable Robyn Lambley MLA
Minister for Health

Agreed
21 June 2013