

PROJECT AGREEMENT FOR THE NATIONAL BOWEL CANCER SCREENING PROGRAM - PARTICIPANT FOLLOW-UP FUNCTION

Council of
Australian
Governments

An agreement between

the Commonwealth of Australia and
the States and Territories, being:

New South Wales

Victoria

Queensland

Western Australia

South Australia

Tasmania

the Australian Capital Territory

the Northern Territory

The output of this project will be the implementation and delivery of the Participant Follow-up Function for participants of the National Bowel Cancer Screening Program who receive a positive faecal occult blood test result and are not recorded on the National Bowel Cancer Screening Program Register as having attended a consultation with a relevant health professional.

Project Agreement for the National Bowel Cancer Screening Program - Participant Follow-up Function

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.
2. This Agreement will support the delivery of the National Bowel Cancer Screening Program (NBCSP) - Participant Follow-up Function (PFUF). Under the PFUF, the PFUF Officer contacts participants who receive a positive faecal occult blood test result and are not recorded on the National Bowel Cancer Screening Program Register as having attended a consultation with a relevant health professional, and provides encouragement, support, and information about local health services where appropriate.
3. This Agreement constitutes the entire agreement for this project.

PART 1 – FORMALITIES

Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (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 2016 or on completion of the project, including acceptance of 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 OUTPUT(S)

Output(s)

6. The outputs of this Agreement will be:

- (a) delivery of an appropriate follow-up service for relevant NBCSP participants and/or their relevant health professionals who are identified through the NBCSP Register; and
- (b) timely submission of completed Register Update Forms to the NBCSP Register.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

Role of the Commonwealth

7. The Commonwealth will be responsible for:

- (a) monitoring and assessing achievement against milestones in the delivery of the PFUF under this Agreement in accordance with project outputs and agreed timeframes;
- (b) providing a consequent financial contribution to the States to support the implementation of this Agreement; and
- (c) operating and maintaining the NBCSP Register and providing States with identified participants for follow-up.

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;
- (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments.

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.
10. The Parties will participate in the NBCSP Program Managers meeting and/or teleconference which is held bi-monthly.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

11. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Output	Milestone(s)	Date due	Date Report due	Payment
<p>Delivery of an appropriate follow-up service for relevant NBCSP participants and/or their relevant health professionals, who are identified through the NBCSP Register.</p> <p>Submission of completed Register Update Forms where appropriate to the NBCSP Register</p>	Demonstrated provision of the PFUF for the period of 01/07/2012 – 31/08/2012	31/08/2012	28/09/2012	<p>\$394,446.50</p> <p>50% of yearly total for each State and Territory (except NSW) payable upon acceptance of report</p>
	Demonstrated provision of the PFUF for the period 01/09/2012 – 28/02/2013	28/02/2013	29/03/2013	<p>\$787,154.50</p> <p>50% of yearly total for each State and Territory (except NSW who will receive the full yearly payment) payable upon acceptance of report</p>
	Demonstrated provision of the PFUF for the period 01/03/2013 – 31/08/2013	31/08/2013	30/9/2013	<p>\$1,323,500.00</p> <p>50% of yearly total for each State and Territory payable upon acceptance of report</p>
	Demonstrated provision of the PFUF for the period 01/09/2013 – 28/02/2014	28/02/2014	29/03/2014	<p>\$1,323,500.00</p> <p>50% of yearly total for each State and Territory payable upon acceptance of report</p>
	Demonstrated provision of the PFUF for the period 01/03/2014 – 31/08/2014	31/08/2014	30/09/2014	<p>\$1,347,324.00</p> <p>50% of yearly total for each State and Territory payable upon acceptance of report</p>
	Demonstrated provision of the PFUF for the period 1/09/2014 – 28/02/2015	28/02/2015	30/03/2015	<p>\$1,347,3234.00</p> <p>50% of yearly total for each State and Territory payable upon acceptance of report</p>
	Demonstrated provision of the PFUF for the period 01/03/2015 – 31/08/2015	31/08/2015	30/09/2015	<p>\$1,584514.00</p> <p>50% of yearly total for each State and Territory payable upon acceptance of report</p>
	Demonstrated provision of the PFUF for the period 01/09/2015 – 30/06/2016 .	30/06/2016	An interim report should be provided by 30/03/2016 (for the period 01/09/2015 to 29/02/2016). Reporting for the period 1/03/16 to 30/06/16 should be included in the final report.	<p>\$1,584514.00</p> <p>50% of yearly total for each State and Territory payable upon acceptance of interim report.</p>

Reporting arrangements

12. The States will provide performance reports which demonstrate the provision of the PFUF 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 the States in the period to date against the project milestones, including;
 - i. how the PFUF has been implemented during the reporting period;
 - ii. the number of attempted and successful contacts made with Program participants and health professionals during the project period; and
 - iii. any risks or issues which arose while delivering the PFUF;
 - (b) details of any matter(s) that have arisen in the reporting period which could adversely impact on the delivery of the output, and how the States propose to resolve this/these matter(s); and
 - (c) promotional activities undertaken in relation to, and media coverage of, the PFUF during the reporting period and any promotional opportunities expected to arise during the next reporting period.
13. The States will also prepare a final Project Report within 90 days on the completion of the project(s) agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
 - (a) include reporting of the provision of the PFUF for the period 1 March 2016 to 30 June 2016.
 - (b) describe the conduct, benefits and outcomes of the Project;
 - (c) evaluate the Project from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
 - (d) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and the State(s), at least 60 days before it is due.

PART 5 – FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total financial contribution to the States of \$10.3 million. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners through innovative and collaborative partnerships.
16. 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 Table 2.

Table 2: Estimated financial contributions

Jurisdiction	2012-13 (\$)	2013-14 (\$)	2014-15 (\$)	2015-16(\$)	Total (\$)
NSW	392,708	814,765	829,432	985,137	3,022,042
VIC	451,888	600,911	611,728	726,565	2,391,092
QLD	363,141	482,897	491,589	583,873	1,921,501
WA	186,388	247,854	252,316	299,682	986,240
SA	145,442	193,405	196,887	233,847	769,581
TAS	108,140	123,660	125,885	139,026	496,711
ACT	90,539	100,254	102,058	110,726	403,577
NT	77,755	83,254	84,752	90,171	335,932
TOTAL	1,816,000	2,647,000	2,694,648	3,169,028	10,326,676

17. 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

18. 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

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

Delegations

21. 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

22. Any Party may give notice to other Parties of a dispute under this Agreement.
23. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
24. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant Standing Council.
25. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

Interpretation

26. For the purposes of this Agreement, the following definitions and/or descriptions apply.
 - (a) The NBCSP is an initiative of the Commonwealth, in partnership with the States, which aims to promote early detection of bowel cancer and to reduce the number of Australian deaths each year from the disease. The NBCSP offers free bowel cancer screening, using an immunochemical faecal occult blood test, for Australians turning 50, 55 or 65 years of age. The NBCSP will be expanded in 2013 with the inclusion of 60 year olds and again in 2015 with the inclusion of 70 year olds.
 - (b) The Participant Follow-up Function (PFUF) delivers support, within the State/Territory boundaries, to NBCSP participants who receive a positive test result and are identified as having not attended the recommended appointment with a health professional. The PFUF will commence for a NBCSP participant when their State or Territory Health Department is notified by the NBCSP Register that the participant may not have attended the required follow-up at established points in the screening pathway. This function is in accordance with NBCSP *Participant Follow-up Function Guidelines*.
 - (c) The PFUF will cease for a participant when:
 - 1 contact has been made with the identified participant, their nominated contact person, or their nominated doctor and the outcome of the interaction is reported back to the NBCSP Register using a Register Update Form; or
 - 2 a colonoscopy occurs and where appropriate, the histopathology results are recorded in the Register; or
 - 3 a participant is deceased or has chosen to suspend or opt off the NBCSP; or
 - 4 a participant has advised that they have taken the relevant action and are progressing along the Screening Pathway.
 - (d) The Screening Pathway specifies the start and end point of the NBCSP as well as the sequence of events and decision points, and health professional's involvement along the way. The NBCSP Screening Pathway can be viewed at:
www.cancerscreening.gov.au/internet/screening/publishing.nsf/Content/bw-part-scr-path.
 - (e) The NBCSP Register is operated by the Commonwealth Department of Human Services on behalf of the Commonwealth Department of Health and Ageing. The NBCSP Register selects NBCSP Participants from Medicare and the Department of Veterans' Affairs enrolment files, sends invitations and reminder letters and holds records of faecal occult blood test result and follow-up outcome data. The NBCSP Register sends the relevant PFUF reports, which detail the participants requiring follow-up, to the States on a weekly basis.
 - (f) The Participant Follow-up Function Guidelines have been drafted by the Department of Health and Ageing in consultation with the States. They outline the scope of the delivery of the PFUF.

- (g) Information collected on participants will be confidential and only disclosed to the appropriate health officers or their agents as per the respective Commonwealth and State and Territory privacy laws.

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Tanya Plibersek MP
Minister for Health

/ /2012

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

The Honourable Jillian Skinner MP
Minister for Health

/ /2012

Signed for and on behalf of the State of Victoria by

The Honourable David Davis MLC
Minister for Health

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Signed for and on behalf of the State of Queensland by

The Honourable Lawrence Springborg MP
Minister for Health

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

The Honourable Kim Hames MP
Minister for Health

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

The Honourable John Hill MP
Minister for Health and Ageing

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Signed for and on behalf of the State of Tasmania by

The Honourable Michelle O'Byrne MP
Minister for Health

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Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Minister for Health

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Signed for and on behalf of the Northern Territory by

The Honourable Konstantine Vatskalis
MLA
Minister for Health

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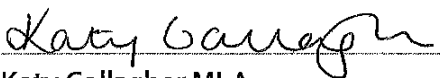
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