

PROJECT AGREEMENT FOR THE NATIONAL CRITICAL CARE AND TRAUMA RESPONSE CENTRE - AMENDMENT

An agreement between:

- the Commonwealth of Australia; and
- the Northern Territory.

The output of this project will be to maintain the National Critical Care and Trauma Response Centre.

Project Agreement for the National Critical Care and Trauma Response Centre

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 maintenance of the National Critical Care and Trauma Response Centre (NCCTRC) as Australia's Centre of Excellence for health disaster response through its continued operation as a hub of evidence based emergency care, research, education, its maintenance in a state of readiness to respond to incidents of national and international significance, and supporting the readiness and response of a national deployable capability. This Agreement also provides for the NCCTRC to resource approved AUSMAT deployments within Australia.

Reporting Arrangements

3. The Northern Territory will report biannually 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 the Northern Territory of \$75.5 million, exclusive of GST in respect of this Agreement.

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 the Northern Territory.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and the Northern Territory sign it and will expire on 30 June 2023 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 OUTPUT

Output

8. The output of this Agreement will be the continued operation and development of the NCCTRC's national and regional response capability and its maintenance in a state of readiness to respond to incidents of national and international significance including:

Response capability

- (a) Maintenance of Royal Darwin Hospital's (RDH's) surge capacity that is critical to NCCTRC operations by:
 - i. maintaining the trauma service in accordance with Royal Australian College of Surgeons accreditation standards;
 - ii. training, exercising and maintaining a surge capacity workforce for sudden onset health emergencies of national and international significance; and
 - iii. conducting emergency planning for RDH and maintaining activation plans for NCCTRC.
- (b) Maintenance, ongoing development and operation of the national Australian Medical Assistance Team (AUSMAT) capability by:
 - i. Providing 24/7 response capability and support to the Australian Government via the Department of Health (Health), including the deployment, or potential deployment, of AUSMATs domestically and internationally.
 - ii. Training, exercising, preparing and selecting personnel for deployment through:
 - the development and running of appropriate training courses for all AUSMAT team members and skills groups;
 - ensuring that AUSMAT team members engage with exercises and courses held by partner organisations;
 - ensuring team selection for deployments and training optimizes overall AUSMAT cohort capability; and
 - Establishing a rapidly deployable workforce for AUSMAT missions with a highly skilled workforce of predominantly nurse vaccinators in response to COVID-19 and related domestic vaccination efforts in Australia.
 - iii. Maintaining the supply of the National AUSMAT cache and ensuring it continues to comply with Emergency Medical Teams (EMT) classification standards.
 - iv. Maintaining the National AUSMAT Database.
 - v. Developing new areas for AUSMAT capability in consultation with Health, such as an infectious disease capability.
- (c) Maintenance of the NCCTRC's role as Australia's Centre of Excellence for health disaster response by:
 - i. Establishing and maintaining a fit for purpose warehouse and office space;
 - ii. Maintaining a purpose built training centre and ensuring training material is reviewed and updated to reflect best practice EMT standards;
 - iii. Developing collaborative partnerships to establish disaster medicine excellence;

- iv. Examining national and international models of practice in disaster and medical emergency response capabilities to ensure training and education programs are relevant and up to date;
 - v. Leading, coordinating and conducting research activities that influence and enhance national response protocols and decision making processes;
 - vi. Supporting the development, implementation and/or review of international initiatives that facilitate more timely and effective disaster response within the region (including but not limited to the World Health Organization Global Health Emergency Workforce initiatives).
- (d) Provide expertise, advice and other assistance on national and regional disaster health response matters as requested by Health.

National collaboration

- (e) Ensuring that all relevant policy decisions, determined in consultation with Health, related to the National AUSMAT Program are agreed to by the National Health Emergency Management Committee (NHEMS) and endorsed by the Australian Health Protection Principal Committee (AHPPC).
- (f) Maintenance of collaborative relationships with jurisdictional health departments and relevant organisations.
- (g) Participation as a member on the AHPPC and NHEMS, including dedicated resources contributed to the completion of Committee work.
- (h) Work collaboratively to ensure Health is appropriately consulted in relation to activities that involve other Commonwealth agencies and international organisations or governments.

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 the NCCTRC services under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
 - (b) providing a consequent financial contribution to the Northern Territory to support the implementation of this Agreement.

Role of the States and Territories

10. The Northern Territory 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

- 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

- 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 relevant performance report demonstrating the milestone has been met.
- Table 2 summarises the amendments to the original agreement. These amendments are reflective of emerging needs and in response to specific outputs as defined. The Commonwealth will make payments subject to the relevant criteria for each output.

Table 1: Performance requirements, reporting and payment summary

| Output | Performance milestone or benchmark | Report due | Payment |
|---|--|---|-----------|
| The continued operation and development of the NCCTRC's national and regional response capability and its maintenance in a state of readiness to respond to incidents of national and international significance. | Delivery of biannual performance reports, in accordance with clause 14 of this agreement, demonstrating that the output has been achieved. | 31/01/2020 For the 1 July 2019 to 31 December 2019 period | \$16.507m |
| | | 31/07/2020 For the 1 January 2020 to 30 June 2020 period | \$8.3855m |
| | | 31/01/2021 For the 1 July 2020 to 31 December 2020 period | \$8.3855m |
| | | 31/07/2021 For the 1 January 2021 to 30 June 2021 period | \$8.5120m |
| | | 31/01/2022 For the 1 July 2021 to 31 December 2021 period | \$8.5120m |
| | | 31/07/2022 For the 1 January 2022 to 30 June 2022 period | \$8.6565m |
| | | 30/04/2023 For the 1 July 2022 to 31 March 2023 period | \$8.6565m |

Table 2: Additional outputs and performance deliverables and payment summary

| Output | Performance deliverable | Report due | Payment |
|--|---|---|----------|
| Additional one-off payment to support projected future AUSMAT domestic missions and associated costs in response to COVID-19 to 30 June 2022. | Finalisation of this proposed amendment to the existing agreement. | Following execution of Agreement (timing as agreed with the Department of Health) | \$3.960m |
| Additional one-off payment for unforeseen costs associated with AUSMAT COVID-19 response in Western Sydney and Western and Far West NSW | Written confirmation of additional costs incurred to the payment total. | 30/04/2022 | \$1.008m |
| The establishment of a highly skilled and rapidly deployable workforce of predominantly nurse vaccinators in response to COVID-19 domestic response and vaccination efforts. | Written confirmation of a rapidly deployable workforce recruited, trained and ready to deploy, including work plan agreed by all parties. | 30/04/2022 | \$2.910m |

14. 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

15. The Northern Territory will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.
16. The Northern Territory will also produce a final Project Report by 31 August 2023. The final Project Report will include NCCTRC data against the agreed outputs for the period of 1 April 2023 to 30 June 2023.

PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide a financial contribution to the Northern Territory of \$67.615 million in respect of table 1 of this Agreement. All payments are GST exclusive.
18. The Commonwealth will provide an additional financial contribution to the Northern Territory of \$7.878 million, refer table 2. All payments are GST exclusive.
19. The Commonwealth's funding contribution will not be reduced where the Northern Territory secures funding from other activity partners.
20. The Commonwealth's and the Northern Territory'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 3.

Table 3: Estimated financial contributions

| (\$ million) | 2019-20 | 2020-21 | 2021-22 | 2022-23 | Total |
|--|---------------|---------------|---------------|---------------|---------------|
| Estimated total budget | 16.507 | 16.771 | 24.902 | 17.313 | 75.493 |
| Less estimated National Partnership Payments | 16.507 | 16.771 | 24.902 | 17.313 | 75.493 |
| Balance of non-Commonwealth contributions | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |

21. Having regard to the agreed estimated costs of projects specified in this 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

22. 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

23. The Agreement may be amended at any time by agreement in writing by both the Parties.
24. Either Party to the Agreement may terminate their participation in the Agreement at any time by notifying the other Party in writing.

Delegations

25. 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.

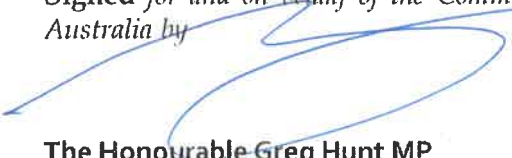
Dispute resolution

26. Either Party may give notice to the other Party of a dispute under this Agreement.
27. Officials of both Parties will attempt to resolve any dispute in the first instance.

28. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

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

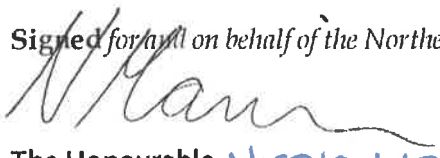
Signed for and on behalf of the Commonwealth of Australia by



The Honourable Greg Hunt MP
Minister for Health and Aged Care

28/3 / 2022

Signed for and on behalf of the Northern Territory by



The Honourable NICOLE HARRISON MLA
Minister for Health

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03.MAR 2022