

# PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM TASMANIA'S 2018-19 EATING DISORDERS INITIATIVE

An agreement between:

- the Commonwealth of Australia; and
- the State of Tasmania.

# Project Agreement for the Community Health and Hospitals Program Tasmania's 2018-19 Eating Disorders Initiative

## 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:
  - (a) support the delivery of the Tasmanian Government's Initiatives under the Community Health and Hospitals Program; and
  - (b) provide financial support for the Tasmanian Government to plan and design the most appropriate model of care, including identifying any potential infrastructure needs, for the establishment of an eating disorders centre in Tasmania. This planning will take into account Tasmania's health needs and service configuration, and will commence in 2019-20.

### Reporting Arrangements

3. The Tasmanian Government will report 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 Tasmania of \$5 million, 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 the State of Tasmania.

## **Term of the Agreement**

7. This Agreement will commence as soon as the Commonwealth and Tasmania sign it and will expire on 30 June 2019 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(S)**

### **Output(s)**

8. The outputs of this Agreement will be:
  - (a) Commitment to establish an Eating Disorders Treatment Centre, with planning to commence from 2019-20.

## **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 Tasmania's initiatives under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to Tasmania to support the implementation of this Agreement.

### **Role of Tasmania**

10. Tasmania will be responsible for:
  - (a) all aspects of delivering on the project output as set out in this Agreement; and
  - (b) reporting on the delivery of output 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.

**Table 1: Performance requirements, reporting and payment summary**

Outputs	Performance milestones	Report due	Payment
Commitment to establish an Eating Disorders Treatment Centre, with planning to commence from 2019-20.	On signing the Partnership Agreement	30 June 2019	\$5.0 m

13. If a milestone is met in advance of the due date 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. Tasmania will provide a signed Project Agreement in accordance with Table 1 during the operation of the Agreement.

## PART 5 – FINANCIAL ARRANGEMENTS

15. The Commonwealth will provide an estimated total financial contribution to Tasmania of \$5 million in respect of this Agreement. All payments are GST exclusive.
16. The Commonwealth's funding contribution will not be reduced where Tasmania secures funding from other activity partners.
17. The Commonwealth's and Tasmania's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to Tasmania paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

**Table 2: Estimated financial contributions**

(\$ million)	2018-19	Total
<b>Estimated total budget</b>	<b>5</b>	<b>5</b>
Less estimated National Partnership Payments	5	5

18. Having regard to the agreed estimated costs of projects specified in this Agreement, Tasmania 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, Tasmania 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 Tasmania to deliver project costs effectively and efficiently

## **PART 6 – GOVERNANCE ARRANGEMENTS**

### **Enforceability of the Agreement**

19. 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**

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

### **Delegations**

22. 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**

23. Either Party may give notice of a dispute to the other Party under this Agreement.
24. Officials of both Parties will attempt to resolve any dispute in the first instance.
25. 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

Date \_\_\_\_\_

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



**The Honourable Michael Ferguson MP**

Minister for Health

Date 19/6/19

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

Date 27 JUN 2019

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

**The Honourable Michael Ferguson MP**  
Minister for Health

Date \_\_\_\_\_