

PROJECT AGREEMENT FOR THE SPECIALIST DEMENTIA CARE PROGRAM – PHASE ONE

An agreement between:

- the **Commonwealth of Australia**; and
- the **States and Territories of**
 - ◆ New South Wales,
 - ◆ Victoria,
 - ◆ Queensland,
 - ◆ Western Australia,
 - ◆ South Australia,
 - ◆ Tasmania,
 - ◆ the Australian Capital Territory, and
 - ◆ the Northern Territory.

The output of this project will be the provision of services and clinical in-reach support to the Specialist Dementia Care Program.

Project Agreement for the Specialist Dementia Care Program – Phase One

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 Phase One of the Commonwealth Specialist Dementia Care Program through the provision of specialist clinical in-reach care and support to up to 15 specialist dementia care units established within identified existing residential aged care homes.

Reporting Arrangements

3. The States and Territories 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 the States of up to \$14.4m 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 States and Territories (the States).

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and one other Party 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 OUTPUTS

Outputs

8. The outputs of this Agreement will be:
 - (a) specialist clinical advice and support (psychogeriatrician/geriatrician or suitable alternative) for Specialist Dementia Care Program clients through participation in the Clinical Review Team of each specialist dementia care unit in the State;
 - (b) specialist clinician participation in the Clinical Advisory Committee of each specialist dementia care unit in the State; and
 - (c) clinical and partnership support from a representative (Clinical Nurse Consultant or equivalent) of a local health network to support the Clinical Advisory Committee and partnership arrangements between the local health network and Specialist Dementia Care Program provider.

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 specialist clinical advice and services to support the Specialist Dementia Care Program under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement;
 - (c) overall implementation, oversight and evaluation of the Specialist Dementia Care Program; and
 - (d) managing Specialist Dementia Care Program providers' performance against their respective service delivery grant agreements, and monitoring providers' compliance with the *Aged Care Act 1997*.

Role of the States

10. The States will be responsible for:
 - (a) all aspects of delivering the project outputs set out in this Agreement;
 - (b) developing Project Plans in consultation with the Commonwealth and in accordance with clauses 12 and 13 of this Agreement;
 - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (d) establishing and maintaining networks and partnerships with Specialist Dementia Care Program providers and Severe Behaviour Response Teams;
 - (e) working with Specialist Dementia Care Program providers in the State to establish memorandums of understanding or similar to support the partnerships;

- (f) facilitating pathways for Severe Behaviour Response Team assessment to occur within State hospital or mental health facilities; and
- (g) participating in and contributing to the evaluation of the Specialist Dementia Care Program, which will evaluate the effectiveness of specialist dementia care units, including the effectiveness of clinical in-reach support provided under this Agreement, to inform future program delivery.

Shared roles

- 11. The Parties will be responsible for:
 - (a) agreeing Project Plans in accordance with clauses 12 and 13 of this Agreement; and
 - (b) meeting 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.

Project plans

- 12. Within two months of the Commonwealth notifying the State of executing a service delivery grant agreement with a Specialist Dementia Care Program provider within the State, the Commonwealth and the State will agree to a Project Plan that will set out each State's strategy for delivering on the outputs of this Agreement.
- 13. Project Plans will be flexible documents that can be tailored to reflect the specific circumstances of each State and may be varied to accommodate changed circumstances. Any variations to Project Plans that impact milestones and payments under this Agreement will be subject to arrangements set out in clause 27 of this Agreement. Other variations or updates to Project Plans are subject to the agreement of senior Commonwealth and State officials.

Risk and issues management

- 14. The parties agree that they will monitor, review and take necessary action to manage risks over the life of the Agreement.
- 15. Where a risk or issue is identified by a State during the delivery of the outputs, it should be handled consistently with the memorandum of understanding or similar with the Specialist Dementia Care Program provider, or with the relevant State Health Service.
- 16. Where a risk or issue cannot be resolved between the State Health Service or the Specialist Dementia Care Program provider, or otherwise relates to the design or evaluation of the Specialist Dementia Care Program, the State can escalate the risk or issue to Commonwealth officials.

PART 4 – PROJECT MILESTONES, REPORTING AND PAYMENTS

- 17. 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 performance reports demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Performance milestones	Reporting Period	Due date	Payment
Execution of a service delivery grant agreement between the Commonwealth and a Specialist Dementia Care Program provider within the State.		On execution of the service delivery grant agreement between the Commonwealth and the Specialist Dementia Care Program provider.	\$0.120m per specialist dementia care unit.
In accordance with clause 8 of this Agreement: Deliver clinical advice and support; Participate in the Clinical Review Team; and Participate in the Clinical Advisory Committee.	1 July 2019 to 30 April 2020	May 2020	\$0.065m per specialist dementia care unit up to the limits in Table 2.
	1 May 2020 to 30 April 2021	May 2021 (note: payment to cover full financial year – pro-rated for specialist dementia care units commencing during the year).	\$0.260m pro-rated per specialist dementia care unit up to the limits in Table 2.
	1 May 2021 to 30 April 2022	May 2022	\$0.264m pro-rated per specialist dementia care unit up to the limits in Table 2.
	1 May 2022 to 30 April 2023	May 2023	\$0.268m pro-rated per specialist dementia care unit up to the limits in Table 2.

Notes

- (a) The State will prepare a Project Plan within two months after the notification of the execution of the service delivery grant agreement with a Specialist Dementia Care Program provider.
- (b) To receive funding within a financial year, each specialist dementia care unit must become operational within the reporting period of that financial year. If the specialist dementia care unit becomes operational outside of the reporting period, the funding will be provided in the next financial year.
18. 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

19. The States 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.
20. Performance reports will not be published, however a consolidated summary of overall progress may be released periodically and may be included in the program evaluation.

PART 5 – FINANCIAL ARRANGEMENTS

21. The Commonwealth will provide an estimated total financial contribution to the States of \$14.4m in respect of this Agreement which will apply to up to a maximum of 15 specialist dementia care units. All payments are GST exclusive.
22. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
23. The Commonwealth's and the States' 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: Total financial contribution

(\$ million)	2019-20	2020-21	2021-22	2022-23	Total
Estimated total budget	2.5	3.9	4.0	4.0	14.4
Less estimated National Partnership Payments	2.5	3.9	4.0	4.0	14.4
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0

Notes

- (a) Notes: the financial contributions in Table 2 does not reflect the full funding allocation because this Project Agreement is for Phase One of the Specialist Dementia Care Program only, and does not include funding for the remaining specialist dementia care units to be rolled out in Phase Two.
 - (b) As States will be establishing specialist dementia care units at varying stages of the Agreement, funding per jurisdiction will be agreed at the officer level and paid following approval between Commonwealth and State officers.
24. Having regard to the agreed estimated costs of projects specified in this Agreement, a State 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

25. 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.

Review of the Agreement

26. A review of the Agreement will be scheduled to be completed approximately 12 months prior to its expiry.

Variation of the Agreement

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

Delegations

29. 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

30. Any Party may give notice to other Parties of a dispute under this Agreement.
31. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
32. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

Interpretation

33. For the purposes of this Agreement:
 - (a) Clinical Review Team means a multidisciplinary care team established by a Specialist Dementia Care Program provider which oversees the routine care of clients within a specialist dementia care unit, generally expected to meet weekly.
 - (b) Clinical Advisory Committee means a committee established by a Specialist Dementia Care Program provider, generally including a residential aged care facility manager, specialist clinician (psychogeriatrician and/or geriatrician or suitable alternative) and local health network representative, which meets quarterly (or more frequently as required). The committee's role may include:
 - i) providing advice to the Specialist Dementia Care Program provider about the placement and admission of clients to the specialist dementia care unit;
 - ii) monitoring and providing advice on clinical practices and activities of the specialist dementia care unit; and
 - iii) determining whether specialist dementia care clients are suitable to continue receiving care under the program, and providing advice to the Specialist Dementia Care Program provider.
 - (c) Severe Behaviour Response Team means the Commonwealth-funded program to provide advice and support in relation to people who experience very severe behavioural and psychological symptoms of dementia, and assess their eligibility for care under the Specialist Dementia Care Program.
 - (d) A specialist dementia care unit becomes operational on acceptance of its first client.

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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Richard Colbeck MP
Minister for Aged Care and Senior Australians

[Day] [Month] [Year]
26 11 2019

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

The Honourable Brad Hazzard MP
Minister for Health and Medical Research

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Dr. Steven Miles MP
Minister for Health and Ambulance Services

[Day] [Month] [Year]

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

The Honourable Stephen Wade MLC
Minister for Health and Wellbeing

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Rachel Stephen-Smith MLA
Minister for Health

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Martin Foley MP
Minister for Mental Health

[Day] [Month] [Year]

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

The Honourable Roger Cook MLA
Minister for Health and Mental Health

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Sarah Courtney MP
Minister for Health

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Natasha Fyles MLA
Minister for Health

[Day] [Month] [Year]

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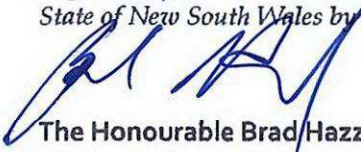
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