

# PROJECT AGREEMENT FOR LYMPHOEDEMA COMPRESSION GARMENT SCHEME

An agreement between:

- the **Commonwealth of Australia**; and
- the **State of New South Wales**

The output of this project will contribute to improving access to compression garments by eligible patients in New South Wales.

# Project Agreement for Lymphoedema Compression Garment Scheme

## 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 contribute to improving access to compression garments by eligible patients in New South Wales.

### Reporting Arrangements

3. New South Wales 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 New South Wales of \$3,198,000, 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 New South Wales.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and New South Wales sign it and will expire on 30 June 2024, 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 increased access to compression garments for eligible patients in New South Wales by:
  - (a) contributing to the Lymphoedema Compression Garment Scheme in New South Wales; and/or
  - (b) contributing to activities that promote increased access to allied health professionals appropriately trained in the prescription of compression garments for lymphoedema; and/or
  - (c) contributing to activities that increase access to allied health professionals to enable the timely assessment of patients requiring compression garments.

## 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 Lymphoedema Compression Garment Scheme under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to New South Wales to support the implementation of this Agreement.

### Role of New South Wales

10. New South Wales 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

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. The Commonwealth will make payments subject to the annual performance report demonstrating the relevant milestone has been met.

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

Output	Performance milestones	Report due	Payment
Delivery of the Lymphoedema Compression Garment Scheme.	Execution of the Agreement	June 2020	\$639,600
	Data report 1	30/09/2020	-
	Performance Report 1	15/04/2021	\$639,600
	Performance Report 2	14/04/2022	\$639,600
	Performance Report 3	13/04/2023	\$639,600
	Performance Report 4	12/04/2024	\$639,600

13. 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

14. New South Wales 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, including the delivery of the scheme.
15. Data report 1 should include, from the 2019/20 financial year:
- (a) any available data, modelling or evidence relating to lymphoedema or the compression garment subsidy scheme in New South Wales, including, but not limited to, the prevalence of lymphoedema in New South Wales, and the cost of the compression garment subsidy scheme.
16. Performance reports should report on activity in the preceding calendar year and include data, to the extent possible and where relevant, relating to:
- (a) how many individuals have accessed the scheme in any given reporting period;
  - (b) how many garments have been provided under the scheme;
  - (c) training activities to assist with operation of the scheme, such as development of training modules, or numbers of health professionals accessing training;
  - (d) the total cost of the scheme (garments provided under the scheme, and administration of the scheme); and
  - (e) any other data or information relating to activities conducted under the scheme.

## PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide an estimated total financial contribution to New South Wales of \$3,198,000 in respect of this Agreement. All payments are GST exclusive.
18. The Commonwealth's funding contribution will not be reduced where New South Wales secures funding from other activity partners.
19. The Commonwealth'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 2.

**Table 2: Estimated financial contributions**

(\$ '000)	2019-20	2020-21	2021-22	2022-23	2023-24	Total
<b>Estimated total budget</b>	<b>639.6</b>	<b>639.6</b>	<b>639.6</b>	<b>639.6</b>	<b>639.6</b>	<b>3,198.0</b>
Less estimated National Partnership Payments	639.6	639.6	639.6	639.6	639.6	3,198.0
Balance of non-Commonwealth contributions	0.0	0.0	0.0	0.0	0.0	0.0

20. Having regard to the agreed estimated costs of projects specified in this Agreement, New South Wales 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, New South Wales 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 New South Wales to deliver project costs effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

21. 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.
22. To assess the degree to which the agreed outputs have been achieved, and inform decisions regarding the appropriate treatment following its expiry, a review of this Agreement will be scheduled to be completed approximately 18 months prior to its expiry.

### 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 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*



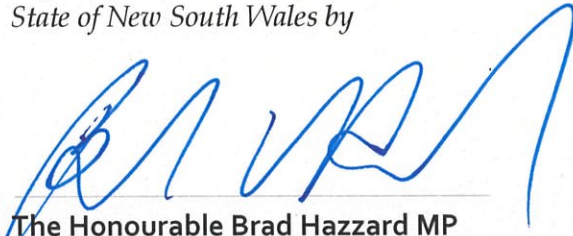
**The Honourable Greg Hunt MP**

Minister for Health

Minister Assisting the Prime Minister for the Public Service and Cabinet

10 June 2020

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



**The Honourable Brad Hazzard MP**

Minister for Health and Medical Research

29 June 2020