

PROJECT AGREEMENT FOR SOUTH AUSTRALIAN ADULT MENTAL HEALTH CENTRE

An agreement between:

the Commonwealth of Australia; and
the State of South Australia.

Project Agreement for South Australian Adult Mental Health 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 delivery of an adult mental health centre in Adelaide, South Australia, to provide a range of best practice mental health support services over extended operating hours. The centre will offer a point for adults to access information and services which are designed to improve their psychological wellbeing, and which can assist their families and carers as they provide support. It will also provide a welcoming, compassionate and culturally appropriate and safe environment that is inclusive for all people accessing services and support. The South Australian adult mental health centre is one of eight centres which are being established as part of a Commonwealth trial designed to improve accessibility to appropriate mental health services for adults.

Reporting Arrangements

3. South Australia 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 South Australia of \$14 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 South Australia.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and South Australia sign it and will expire on 30 June 2024 or on completion of the 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:
 - (a) Establishing and operating a centre to provide mental health services for adults over extended opening hours, consistent with the Commonwealth's Adult Mental Health Centres principles and other guidance material.

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 South Australian adult mental health centre under this Agreement to ensure that outputs are delivered within the agreed timeframe and consistent with the guidance material, as appropriate;
 - (b) providing a consequent financial contribution to the States to support the implementation of this Agreement; and
 - (c) conducting an evaluation of the establishment and operation of the South Australian adult mental health centre and communicating outcomes and key learnings, as appropriate.

Role of South Australia

10. South Australia will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement, including working with Adelaide PHN to ensure appropriate integration of services is considered and implemented;
 - (b) reporting on the delivery of outputs as set out in Part 4 – Project Milestones, Reporting and Payments;
 - (c) adhering to any branding requirements as set out in the guidance material, as appropriate; and
 - (d) participating in the evaluation of the Commonwealth's trial of eight mental health centres, including through the provision of requested relevant service data.

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 annual performance report demonstrating the relevant milestone has been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones or benchmarks	Report/ Payment due	Payment
Planning and establishment of adult mental health centre	Participation in the Adult Mental Health Centres Technical Advisory Group; planning for adult mental health centre establishment, and execution of this Project Agreement.	15/06/2020	\$2 m
Provision of services through the adult mental health centre	Performance report on the establishment and the provision of services through the adult mental health centre for the period 1 July 2020 to 30 June 2021.	30/07/2021	\$ 4 m
	Performance report on the provision of services through the adult mental health centre for the period 1 July 2021 to 30 June 2022.	29/07/2022	\$ 4 m
	Performance report on the provision of services through the adult mental health centre for the period 1 July 2022 to 30 June 2023.	28/07/2023	\$ 3 m
	Performance report on the provision of services through the adult mental health centre for the period 1 July 2023 to 31 March 2024	30/04/2024	\$ 1 m

- 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. South Australia 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 expected reporting template as described in clause 15.
15. To support participation in the evaluation of the Commonwealth's trial of eight mental health centres, the Parties agree to develop a reporting template for the provision of relevant service data, consistent with Commonwealth's Adult Mental Health Centres principles and other guidance material.
16. South Australia will provide a final performance report for the period, 1 April 2024 to 30 June 2024 by no later than 30 September 2024.

PART 5 – FINANCIAL ARRANGEMENTS

17. The Commonwealth will provide a total financial contribution to South Australia of \$14 million in respect of this Agreement. All payments are GST exclusive.
18. The Commonwealth's funding contribution will not be reduced where South Australia secures funding from other activity partners.
19. The Commonwealth's and South Australia'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

(\$ million)	2019-20	2020-21	2021-22	2022-23	2023-24	Total
Estimated total budget	2.0	0.0	4.0	4.0	4.0	14.0
Less estimated National Partnership Payments	2.0	0.0	4.0	4.0	4.0	14.0
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, South Australia 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, South Australia 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 South Australia to deliver the project cost 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.

Variation of the Agreement

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

Delegations

24. 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

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

25 May 2020

Signed for and on behalf of South Australia by



The Honourable Stephen Wade MLA
Minister for Health and Wellbeing

9 June 2020