

# PROJECT AGREEMENT FOR THE TORRES STRAIT ISLANDER HEALTH PROTECTION STRATEGY - SAIBAI ISLAND HEALTH CLINIC

Council of  
Australian  
Governments

An agreement between

- n the Commonwealth of Australia and
- n the State of Queensland

The output of this project will be the provision of additional staff for the treatment of communicable diseases at the health care clinic on Saibai Island and the development and implementation of a culturally appropriate sexual health education campaign.



# Project Agreement for the Torres Strait Islander Health Protection Strategy - Saibai Island Health Clinic

## INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

### PRELIMINARIES

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations 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 Intergovernmental Agreement on Federal Financial Relations.
2. The provision of additional staff for the management of communicable diseases and the development and implementation of a culturally appropriate sexual health education campaign for the Torres Strait Islands provided under this Agreement will enhance the primary health care services being provided at the health care clinic on Saibai Island.
3. This Agreement constitutes the entire agreement for this project.

### PART 1 – FORMALITIES

#### Parties to this Agreement

4. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State of Queensland (Queensland).

#### Term of the Agreement

5. This Agreement will commence as soon as the Commonwealth and Queensland sign the Agreement and will expire on 30 June 2015, including the acceptance of 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

6. The outputs of this Agreement will support Queensland in the provision of primary health care on Saibai Island to better provide management of communicable diseases through:
  - (a) greater number of ongoing clinical staff at the Saibai Island clinic to enhance the primary health care services being provided to deliver:

- i. effective health promotion and prevention activity for communicable diseases, including tuberculosis, vector-borne diseases and bacterial and viral infections;
  - ii. provision of vaccinations and screenings as interpreted in Part 6;
  - iii. coordination of diagnosis, treatment and prevention measures to ensure the effective management of acute rheumatic fever and rheumatic heart disease patients;
  - iv. increased clinical services and sexual health checks and management for the Saibai Island community who are at risk of sexually transmissible infection (STI), blood borne viruses (BBVs), human immunodeficiency virus (HIV), Acquired Immunodeficiency Syndrome (AIDS) and viral hepatitis;
  - v. increased promotion of good nutrition to peoples with nutrition related conditions, and peoples with high rates of ill-health from Type 2 diabetes, cardiovascular disease, renal disease and dental health problems; and
  - vi. surveillance and reporting of communicable diseases in keeping with clinical guidelines required by Queensland Health.
- (b) Development and implementation of a culturally appropriate sexual health education campaign in the Torres Strait Islands.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

7. The Commonwealth will be responsible for:
- (a) monitoring and assessing achievement against milestones in the delivery of the Torres Strait Islander Health Protection Strategy – Saibai Island Health Clinic under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a consequent financial contribution to Queensland to support the implementation of this Agreement.

### Role of Queensland

8. Queensland 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

9. The Parties will meet the requirements of Schedule E, Clause 26 of the Intergovernmental Agreement on Federal Financial Relations, 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

10. The following table summarises the milestones for the project, their relationship to the outputs, expected completion dates, relevant reporting dates and expected payments to be made, once a report certifying that milestones have been met is received and accepted.

Table 1: Milestones, reporting and payment summary

Output	Milestones	Date Due	Reporting Period	Payment
Demonstrated increase in clinical service delivery at the Saibai Island health clinic.	Agreement by Qld to invest in the establishment of clinical service delivery at the Saibai Island health clinic.	25/06/2012	N/A	\$1.20m
	Completion and submission to the satisfaction of the Commonwealth, a baseline report and a 24 month action plan (commencing from 31/05/2012) to increase clinical service delivery at the Saibai Island health clinic, in line with the outputs at Part 2 of this Project Agreement.	31/07/2012	Baseline Report: As at: 1/07/2012  24 Month Action Plan:  31/05/2012 to 31/05/2014	\$0.40m
	Submission of a clinical service delivery progress report to the satisfaction of the Commonwealth.	01/04/2013	From the date of execution of the Agreement to 01/04/2013	\$0.35m
	Submission of a 12 month clinical service delivery progress report to the satisfaction of the Commonwealth.	01/04/2014	01/05/2013 to 01/04/2014	\$0.50m
	Submission of a 10 month clinical service delivery progress report to the satisfaction of the Commonwealth.	01/03/2015	01/05/2014 to 01/03/2015	\$0.20m

Implementation and evaluation of a culturally appropriate sexual health education campaign for the Torres Strait.	Submission of a project implementation plan and evaluation framework to the satisfaction of the Commonwealth.	01/09/2012	N/A	\$0.75m
	Submission of the completed evaluation of the culturally appropriate sexual health education campaign, to the satisfaction of the Commonwealth.	01/03/2015	01/09/2012 to 01/03/2015	\$0.15m
Finalisation of Project Agreement	Submission of the draft Final Project Report to the Commonwealth 90 days following the completion of the final project milestone, as outlined in paragraph 12 of this agreement.	01/06/2015	01/05/2012 to 01/06/2015	\$0.15m

## Reporting arrangements

11. Queensland will provide performance reports in accordance with the above table during the operation of the Agreement. Each performance report is to contain the following information:
  - a) a description of actual performance of the Queensland in the period to date against the project milestones;
  - b) details of any matter(s) that have arisen which could adversely impact on the delivery of the output, and how Queensland proposes to resolve this/these matter(s); and
  - c) promotional activities undertaken in relation to, and media coverage of, the project during the reporting period and any promotional opportunities expected to arise during the next reporting period.
12. Queensland will also prepare a final Project Report within 90 days of the completion of the project agreed under the Project Agreement. The Project Report will be a stand-alone document that can be used for public information dissemination purposes. The final Project Report will:
  - a) describe the conduct, benefits and outcomes of the project;
  - b) evaluate the project from the responsible Party's perspective, including assessing the extent to which the project milestones have been achieved and why any aspect was not achieved; and
  - c) include a discussion of any other matters relating to the project, limited to the minimum necessary for the effective assessment of performance and agreed between the Commonwealth and Queensland, at least 60 days before it is due.

13. If Queensland does not achieve one or more performance milestones in full due to circumstances beyond its control or circumstances not anticipated at the time of signing the Project Agreement, the Commonwealth may provide a partial payment to Queensland.
  - a) The Commonwealth will only make a partial payment if Queensland is able to demonstrate that it implemented adequate and appropriate arrangements that would have achieved the relevant performance milestone but for those circumstances.

## PART 5 – FINANCIAL ARRANGEMENTS

14. The Commonwealth will provide a total financial contribution to Queensland of \$3.7 million in respect of this Agreement. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where Queensland secures funding from other activity partners through innovative and collaborative partnerships.
16. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Queensland is paid in accordance with *Schedule D – Payment Arrangements* of the **Intergovernmental Agreement on Federal Financial Relations**, are shown in Table 2.

Table 2: Estimated financial contributions

(\$ million)	2011-12	2012-13	2013-14	2014-15	Total
Estimated total budget	\$1.2	\$1.5	\$0.5	\$0.5	\$3.7
Less estimated National Partnership Payments	\$1.2	\$1.5	\$0.5	\$0.5	\$3.7
Balance of non-Commonwealth contributions	\$0.0	\$0.0	\$0.0	\$0.0	\$0.0

17. Having regard to the agreed estimated costs of projects specified in a Project Agreement, Queensland 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, Queensland 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 Queensland to deliver projects cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

18. 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

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

## Delegations

21. 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 risk associated with those payments.

## Dispute resolution

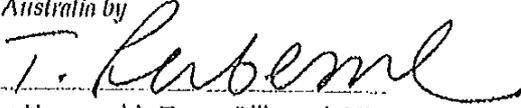
22. Either Party may give notice to the other Party of a dispute under this Agreement.
23. Officials will attempt to resolve any dispute in the first instance.
24. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.
25. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to the Prime Minister and other relevant First Ministers for consideration.

## Interpretation

26. For the purposes of this Agreement:
  - (a) Service provided at the Saibai Island clinic will include:
    - women's health screening, including pap smear screening;
    - HIV management;
    - contact tracing for STIs, BBVs, HIV and AIDS counselling and follow-up;
    - family planning advice;
    - condom distribution;
    - diagnosis, treatment and prevention measures to ensure the effective management of acute rheumatic fever and rheumatic heart disease;
    - health promotion and prevention activities for communicable diseases;
    - promotion of good nutrition to people with nutrition related conditions, and people with high rates of ill-health from Type 2 diabetes, cardiovascular disease, renal disease and dental health problems;
    - a range of Tuberculosis (TB) services in consultation with the Qld TB Control Centre. Including providing Bacillus Calmette-Guerin vaccination and Tuberculin Skin Testing (Mantoux tests) if appropriate, for both adults and babies at risk of TB, in keeping with the Qld TB Control Program guidelines;
    - appropriate advice on prevention, vaccination, testing and management of a range of vector borne and tropical diseases including:
      - Ross River fever;
      - Dengue fever;
      - Barmah Forest virus;
      - Japanese encephalitis; and
      - Malaria; and
    - surveillance and reporting of communicable diseases in keeping with clinical guidelines required by Queensland Health.
  - (b) Provision of immunisation funded under the National Immunisation Program, including the additional vaccines funded for Aboriginal and Torres Strait Islander people, including:
    - Hepatitis A;
    - Pneumococcal polysaccharide; and
    - Influenza.

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

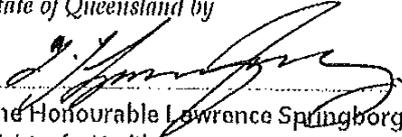
Signed for and on behalf of the Commonwealth  
of Australia by



The Honourable Tanya Plibersek MP  
Minister for Health and Ageing

Date: 18.6.12

Signed for and on behalf of the  
State of Queensland by



The Honourable Lawrence Springborg MP  
Minister for Health

Date: 25.6.12