

Ministerial Submission – Standard MS19-000905 Version (1) Date sent to MO: 14/06/2019

To: Minister Hunt

Subject:

Community Health and Hospital Program - Project Agreements with state

governments - Eating Disorder Centres and Hospital Discharge Pilot

Critical date: 14 June 2019 to ensure 2018-19 payments can be made by end June.

Recommendation/s:

 Sign the attached Project Agreements with the Victorian, New South Wales and South Australian Governments for projects to be funded through the Community Health and Hospitals Program (CHHP) (<u>Attachment A</u>);

 Sign the letters to the respective state Minister for Health (<u>Attachment B</u>) providing their respective Project Agreement;

3. Note that senior officials at the Assistant Secretary level and above are authorised to make payment determinations for these projects.

Signed/Not Signed/Please discuss

2. Signed/Not signed/Please discuss

Noted

Signature

Media Release required? YES/NO

Comments:

Date: 6/6/19

Contact Officer:	Tania Rishniw	First Assistant Secretary, Portfolio Strategies Division	Ph: (02) 6289 3944
Clearance Officer:	Tania Rishniw	First Assistant Secretary, Portfolio Strategies Division	Ph: (02) 6289 3944

Issues:

1. Recent Budget decisions under the Community Health and Hospitals Program (CHHP) included funding for eating disorder centres to be delivered through states and territories. The decisions also include funding to trial South Australia's Hospital Discharge Liaison Officers pilot. These activities include funding allocations in 2018-19.

2. In MS19-000877, you agreed to offer to the NSW, Victorian and Tasmanian Health Ministers project agreements covering 18-19 funding only for eating disorder centres and to the South Australian Minister the 18-19 funding for the hospital discharge liaison pilot. In subsequent negotiations NSW, Victoria and SA have all indicated that their Ministers are only prepared to sign if the project agreements cover the full period of funding, not just 18-19. Tasmania has not raised this concern.

- 3. Given the limited time to execute payments in the current financial year, revised Project Agreements between the Commonwealth and VIC, NSW and SA state governments are attached for your signature (Attachment A).
- 4. Draft letters are attached for your signature inviting the state Health Ministers to sign the relevant Project Agreement on behalf of their respective government (<u>Attachment B</u>) thus executing the Project Agreement. When the Project Agreement is signed by the state Health Minister, the 2018-19 payment can be made.
- 5 In view of the limited time to make payments in 2018-19, your office may wish to consider sending the signed Project Agreements and letters directly to the VIC, NSW and SA Health Ministers for signing.
- 6. Concurrently, the department has contacted state senior officials to ensure relevant payments and project agreements can be expedited prior to the end of the financial year.

Background:

On 12 December 2018, the Prime Minister announced the CHHP. This program will fund projects and services in every state and territory that support patient care, while reducing pressure on community and hospital services. On 2 April 2019 as part of Budget 2019-20, you announced \$63 million under CHHP to establish six eating disorder centres. The locations of each centre have been announced separately as follows:

State	Location	2018-19 funding (\$m)	Total funding
		(0 08)	(\$m)
NSW	Location not yet announced	6.5	13.0
		48.6	(2018-19 to 2023-24)
TAS	Hobart	5.0	10.0
	(announced 10 April)	POTA	(2018-19 to 2023-24)
VIC	Higgins electorate	6.5	13.0
	(announced 15 May)	BY WILL	(2018-19 to 2023-24)
SA	SA Repatriation Hospital	5.0	5.0
	(announced at Budget 2 April)	W. Or	(2018-19)
ACT	Canberra	0_	13.5
	(announced 29 March)		(2021-22 to 2023-24)
WA	Peel Health Hub	0	4.0
	(announced 6 February)		(2021-22 to 2022-23)

The Project Agreements are subject to the Intergovernmental Agreement on Federal Financial Relations (IGA FFR). The funding has been appropriated to the Department of Health's Specific Purpose Payments. These financial contributions to the operation of the Agreements with the VIC, NSW, and SA Governments are paid in accordance with Schedule D - Payment Arrangements of the IGA FFR.

Under the COAG Reform Fund Act 2008, the terms and conditions stipulate that the conditions under which financial assistance is granted are to be set out in a written agreement between the Commonwealth and the state or territory. Further, they provide that the agreement may be entered into by a Minister on behalf of the Commonwealth.

The Project Agreements, agreed by Commonwealth and state/territory government officials, stipulate that both 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.

Attachments:

A: Project Agreements for VIC, NSW and SA.

B: Letters to the VIC, NSW and SA Minister for Health.

Budget/Financial Implications:

The table below provides funding appropriations as agreed by the Department of Finance.

State Government	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Victoria	\$6,500,000				\$4,000,000	\$2,500,000
New South Wales	\$6,500,000			\$500,000		\$2,500,000
South Australia	\$1,700,000	\$2,249,000			, ,	+=,= = =,= =

Relevance to Election Commitments / Budget Measures:

The CHHP is part of 2018-19 Mid-Year Economic and Fiscal Outlook (MYEFO) and 2019-20 Budget measure.

Sensitivities:

Ms Christine Morgan, Chief Executive Officer, National Mental Health Commission has raised concerns with the Department about providing eating disorder funding to state governments and that the Commonwealth may not be able to influence where and how funds are used to deliver the best model of care. To address this risk, the attached Project Agreements contain milestones requiring jurisdictions to work with the Butterfly Foundation and relevant stakeholders to determine residential service type based on needs.

The Department of Prime Minister and Cabinet and Treasury have previously outlined concerns with finalising a Project Agreement in 2018-19 for full funding amounts for large infrastructure projects to 2024-25. Their preferred approach was for Project Agreements to be established during 2019-20. This would allow more detailed milestones to be developed; however, would not provide the same level of certainty to the respective state/territory governments.

The department has drafted the Project Agreements based on the available high level information provided in the respective state proposals and information provided by your office only. The department will seek to establish more robust funding milestones and mechanisms to ensure appropriate reporting and achievement of key performance indicators as the project progresses.

Consultations: Budget Branch, Treasury and the Department of Prime Minister and Cabinet.

Regulatory Burden Implications and/or Deregulation Opportunities: Not relevant.

Communication/Media Activities: Not applicable.

Impact on Rural and Regional Australians:

Projects in these Agreements will benefit residents across the respective states and territories, including those in rural and regional areas.

Minister	Greg Hunt
PDR Number	MS19-000905
Subject	Community Health and Hospital Program - Eating Disorder and SA Hospital Discharge Pilot Projects
Initiator	
Drafting Officer	s22
Contact Officer	Tania Rishniw Phone: (02) 6289 3944 s22
Clearance Officer	Tania Rishniw Phone: (02) 6289 3944 s22 Portfolio Strategies/Health Infrastructure
Division/Branch	Portfolio Strategies/Health Infrastructure
Adviser/DLO Comments:	Portfolio Strategies/Health Infrastructure Return to Dept for: Redraft NFA NFA
WS D	CED RE

PROJECT AGREEMENT
FOR THE COMMUNITY
HEALTH AND HOSPITALS
PROGRAM NEW SOUTH
WALES EATING
DISORDER INITIATIVE

An agreement between

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

Project Agreement for the Community Health and Hospitals Program New South Wales Eating Disorder 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

 This Agreement will support the delivery of the New South Wales Community Health and Hospitals Program Initiatives

Reporting Arrangements

3. New South Wales 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 New South Wales of \$13.0 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 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(S)

Output(s)

- 8. The outputs of this Agreement will be:
 - (a) Establishment of Eating Disorder Treatment Centre.

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 New South Wales Initiatives under the Community Health and Hospitals Program under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to New South Wales to support the implementation of this Agreement;

Role of the New South Wales Government

- 10. The New South Wales Government will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement;
 - (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

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.

13. Table 1: Performance requirements, reporting and payment summary

Output	Performance milestones or benchmarks	Report due	Payment
Establishment an Eating Disorder Treatment Centre.	On signing the Partnership Agreement	17 June 2019	\$6.5 m
	Provide a plan, acceptable to the Commonwealth, to deliver an eating disorders treatment centre in consultation with the Butterfly Foundation, the National Mental Health Commission, and other stakeholders.	1 November 2019	\$0
	To be negotiated	1 February 2022	\$0.5 m
	To be negotiated	1 February 2023	\$3.5 m
	To be negotiated	1 February 2024	\$2.5 m

14. 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

15. New South Wales will provide a signed Project Agreement in accordance with Table 1 during the operation of the Agreement.

PART 5 - FINANCIAL ARRANGEMENTS

- 16. The Commonwealth will provide an estimated total financial contribution to New South Wales of \$13.0 million in respect of this Agreement. All payments are GST exclusive.
- 17. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
- 18. The Commonwealth's estimated financial contributions to the operation of this Agreement, including through National Partnership payments 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	2021-22	2022-23	2023-24	Total
Estimated total budget	6.5	0.5	3.5	2.5	13
Less estimated National Partnership Payments	6.5	0.5	3.5	2.5	13

19. 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 the New South Wales Government to deliver project costs effectively and efficiently.

PART 6 - GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. 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

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

Delegations

23. 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

- 24. Either Party may give notice to the other Party of a dispute under this Agreement.
- 25. Officials of both Parties will attempt to resolve any dispute in the first instance.
- 26. 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 New South Wales by

The Honourable Brad Hazzard MP

Minister for Health

Date _____

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Schedule A

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

..nber, Red
., Amber, Red
Slippage Comments:
Corrective Action Taken:
een, Amber, Red Significant Achievements In Next 6 Months:

Project Status

Schedule: Green, Amber, Red

Cost: Green, Amber, Red

Compliance: Green, Amber, Red

Scope: Green, Amber, Red

Risk: Green, Amber, Red

PROJECT AGREEMENT
FOR THE COMMUNITY
HEALTH AND HOSPITALS
PROGRAM SOUTH
AUSTRALIA HOSPITAL
DISCHARGE PILOT.

An agreement between:

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

Project Agreement for the Community Health and Hospitals Program South Australia Hospital Discharge Pilot

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 South Australian Initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. South Australia will provide a progress report and final report 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 \$3.949 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 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 2020 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. Assist South Australia deliver the following initiatives under the Community Health and Hospital Program:
 - (a) Hospital Discharge Pilot
 - a. To support individuals with complex disease on discharge from hospital.

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 initiatives under the Community Health and Hospital Program under this Agreement to ensure that outputs are delivered within the agreed timeframe;
 - (b) providing a consequent financial contribution to South Australia to support the implementation of this Agreement;

Role of the South Australia

- 10. South Australia will be responsible for:
 - (a) all aspects of delivering on the project outputs set out in this Agreement;
 - (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

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 signing of the Agreement and a progress report demonstrating the relevant milestones have been met.

Table 1: Performance requirements, reporting and payment summary

Outputs	Performance milestones	Due	Payment
Hospital Discharge	On signing this agreement	15 June 2019	\$1.7 M
Pilot	On provision of progress report	1 February 2020	\$2.249

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. South Australia will provide a signed Project Agreement in accordance with Table 1 during the operation of the Agreement.
- 15. South Australia will provide a progress report in January 2020, and a Final Report summarising the outcomes of the Project at the conclusion of the Agreement

PART 5 - FINANCIAL ARRANGEMENTS

- 16. The Commonwealth will provide an estimated total financial contribution to South Australia of \$3.949 million in respect of this Agreement. All payments are GST exclusive.
- 17. The Commonwealth's funding contribution will not be reduced where the State secures funding from other activity partners.
- 18. The Commonwealth's and South Australia's estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the South Australia 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	2019-20	Total
Estimated total budget	1.7	2.249	3.949
Less estimated National Partnership Payments	1.7	2.249	3.949

19. 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 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 South Australia to deliver projects cost effectively and efficiently.

PART 6 - GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

20. 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

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

Delegations

23. 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

- 24. Either Party may give notice of a dispute under this Agreement.
- 25. Officials of both Parties will attempt to resolve any dispute in the first instance.
- 26. 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 of Australia by	l on behalf of t	the Commont	vealth		
The Honoural	_	: MP			
Date					
Signed for State of South 2	and on Australian by	behalf of	the	ELERSED, STORY OF THE PARTY OF	NDEP (H)
The Honoural	ole Stephen W th and Wellbein	Vade MLC		CLEAST!	(9)
Date			BEEN	A TION TH	
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	CHIS DO	SEEDES VE			

PROJECT AGREEMENT FOR THE COMMUNITY HEALTH AND HOSPITALS PROGRAM VICTORIA'S EATING DISORDER INITIATIVE

An agreement between:

- the Commonwealth of Australia; and
- the State of **Victoria**.

Project Agreement for the Community Health and Hospitals Program Victoria's Eating Disorder 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 support the delivery of the Victoria's initiatives under the Community Health and Hospitals Program.

Reporting Arrangements

3. Victoria 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 Victoria of \$13.0 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 Victoria.

Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and Victoria 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(S)

Output(s)

- 8. The outputs of this Agreement will be:
 - (a) Establishment of Eating Disorders Treatment Centre.

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

Role of Victoria

- 10. Victoria will be responsible for:
 - (a) all aspects of delivering on the project outputs as set out in this Agreement;
 - (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 events, announcements, promotional material or publicly 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 Milestone or Benchmark	Due	Payment (GST exclusive)
Establishment of Eating Disorders Treatment Centre.	On signing the Project Agreement	17 June 2019	\$6.5 m
Treatment Centre.	Provide a plan, acceptable to the Commonwealth, to deliver an eating disorders treatment centre in consultation with the Butterfly Foundation, the National Mental Health Commission, and other stakeholders.	1 November 2019	\$0
	To be negotiated	1 February 2023	\$4.0 m
	To be negotiated	1 February 2024	\$2.5 M

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. Victoria 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 Victoria of \$13.0 million in respect of this Agreement. All payments are GST exclusive.
- 16. The Commonwealth's funding contribution will not be reduced where Victoria secures funding from other activity partners.
- 17. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to Victoria paid in accordance with Schedule D Payment Arrangements of the IGA FFR, are shown in Table 2.

DOCUMENT 8

Table 2: Estimated financial contributions

(\$ million)	2018-19	2022-23	2023-24	Total
Estimated total budget	6.5	4.0	2.5	13
Less estimated National Partnership Payments	6.5	4.0	2.5	13

18. Having regard to the agreed estimated costs of projects specified in this Agreement, Victoria 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, Victoria 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 Victoria to deliver projects cost 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

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 Victoria by

The Honourable Martin Foley MP Minister for Mental Health

Date _____

Project Status Report:

Report Month:

Submission Date:

Current Forecast Completion Date:

Current Project Stage:

Key Activity Undertaken Since Last Report:

Significant Achievements In Next 6 Months:

Project Status

Schedule: Green, Amber, Red

Cost: Green, Amber, Red

Compliance: Green, Amber, Red

Scope: Green, Amber, Red

Slippage Comments:

Corrective Action Taken:

Risk: Green, Amber, Red



The Hon Greg Hunt MP Minister for Health Minister Assisting the Prime Minister for the Public Service and Cabinet

Ref No: MS19-000905

The Hon Brad Hazzard MP Minister for Health Minister for Medical Research GPO Box 5341 SYDNEY NSW 2001

Dear Minister

I refer to my letter of 7 June 2019 regarding funding allocations to the South Australian Government through the Community Health and Hospitals Program (CHHP).

Following further discussions between our officials, I am pleased to offer the enclosed Project Agreement that provides for the Commonwealth's contribution towards the establishment of the Eating Disorder Treatment Centre project of \$13 million. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office before 17 June 2019 to allow payment of the funds which are allocated to this financial year.

This agreement will require you to work with relevant Primary Health Networks, the Butterfly Foundation and other key stakeholders in determining implementation arrangements, including specifying types of services to be developed (for instance residential centres, day programs), service models, capital works and service delivery/operational elements.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

If you require further information please contact Ms Valerie Spencer, Assistant Secretary, on (02) 6289 9707, or email valerie.spencer@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)



The Hon Greg Hunt MP Minister for Health Minister Assisting the Prime Minister for the Public Service and Cabinet

Ref No: MS19-000905

The Hon Stephen Wade MLC Minister for Health and Wellbeing Level 9, 11 Hindmarsh Square ADELAIDE SA 5000

Dear Minister

I refer to my letter of 7 June 2019 regarding funding allocations to the South Australian Government through the Community Health and Hospitals Program (CHHP).

Following further discussions between our officials, I am offering the enclosed revised Project Agreement that provides for the Commonwealth's contribution towards the establishment of the hospital discharge liaison officers pilot project of \$1.7 million in 2018-19 and \$2.249 million in 2019-20.

The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office before 17 June 2019 to allow payment of the funds which are allocated to this financial year.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

If you require further information please contact Dr Anne-Marie Boxall, Assistant Secretary, on (02) 6289 5668, or email anne-marie.boxall@health.gov.au.

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Greg Hunt

Encl (1)



The Hon Greg Hunt MP Minister for Health Minister Assisting the Prime Minister for the Public Service and Cabinet

Ref No: MS19-000905

The Hon Martin Foley MP Minister for Mental Health Level 22, 50 Lonsdale Street MELBOURNE VIC 3000

Dear Minister

I refer to my letter of 7 June 2019 regarding funding allocations to the South Australian Government through the Community Health and Hospitals Program (CHHP).

Following further discussions between our officials, I am pleased to offer the enclosed Project Agreement that provides for the Commonwealth's contribution towards the establishment of the Eating Disorder Treatment Centre project of \$13 million. The Agreement outlines the roles and responsibilities of our respective governments, and I would be grateful if you could sign and return it to my office before 17 June 2019 to allow payment of the funds which are allocated to this financial year.

This agreement will require you to work with relevant Primary Health Networks, the Butterfly Foundation and other key stakeholders in determining implementation arrangements, including specifying types of services to be developed (for instance residential centres, day programs), service models, capital works and service delivery/operational elements.

I would like to take this opportunity to remind you of the requirements under Clause 12 of the Project Agreement that states and territories reach prior agreement with the Commonwealth on the nature and content of any events, announcements, promotional material or publicity relating to activities in the Agreement, and that the roles of both the Commonwealth and states and territories will be acknowledged and recognised appropriately.

If you require further information please contact Ms Valerie Spencer, Assistant Secretary, on (02) 6289 9707, or email valerie.spencer@health.gov.au.

Yours sincerely

Greg Hunt

Encl (1)