

Header Agreement for the National Psychosocial Support measure

Part 1 — Preliminaries and Intent

1. The Commonwealth of Australia (the Commonwealth) and the States and Territories acknowledge that while Australia is in the process of transitioning to a national disability insurance scheme (NDIS) and has a high performing health system, some people with severe mental illness and associated psychosocial functional impairment may not always be appropriately supported through these systems.
2. This Bilateral Agreement (the Agreement) recognises the mutual interest and investment of the Commonwealth and the States and Territories in ensuring people with severe mental illness and associated psychosocial functional impairment who are not more appropriately funded through the NDIS can access psychosocial services to optimise mental health outcomes and support recovery, thus reducing avoidable demand for health services.
3. The Agreement sets out an agreed approach to progress the National Psychosocial Support Measure.
4. The activities delivered under this Agreement complement reforms identified in the Fifth National Mental Health and Suicide Prevention Plan.
5. This Agreement is entered into on the understanding that the States and Territories will not be disadvantaged or worse off as a result of any subsequent agreement the Commonwealth makes with any other state or territory that could impact on the implementation and financial contributions of the National Psychosocial Support Measure in the States and Territories.

Part 2 — Parties and Operation of Agreement

Parties to the Agreement

6. The Agreement is between the Commonwealth and the States and Territories

Commencement, duration and review of the Agreement

7. The Agreement will commence on the date of signing.
8. The Agreement will expire on 30 June 2021. COAG Health Council will consider arrangements beyond this point.

Interoperability

9. The Agreement is to be considered in conjunction with:
 - a. The *Intergovernmental Agreement for the National Disability Insurance (NDIS) Launch*; and
 - b. The *National Healthcare Agreement 2012*.
10. Schedules to this Agreement may include, but not be limited to:
 - a. Schedule A: Implementation Plan.

Part 3 — Objectives, Outcomes and Activities

11. The overarching objective of the Agreement is to support the implementation of the National Psychosocial Support Measure to:
 - a. support people with a severe mental illness and associated psychosocial functional impairment who are not more appropriately supported through the NDIS; and
 - b. reduce the avoidable need for more intense and acute health services and enhance appropriate/optimal use of the health system.
12. The Parties will variously contribute to the achievement of these objectives and outcomes through:
 - a. demonstrating a financial commitment to support people with a severe mental illness and associated psychosocial functional impairment who are not more appropriately supported through the NDIS;
 - b. providing for a regional approach that would target psychosocial support services to individual needs, creating flexible, efficient service delivery may include individual and group support and rehabilitation and peer work; and
 - c. improving service coordination for individuals with severe mental illness and associated psychosocial functional impairment, while taking into account supports available across levels of governments, the community and relevant sectors.
13. All activities undertaken under this Agreement should be consistent with the priorities and objectives of the Fifth National Mental Health and Suicide Prevention Plan.
14. Activities under this Agreement will be focused on psychosocial support services and will aim to contribute to improvements over time in:
 - a. identification of, and provision of services and outcomes for, people with a severe mental illness and associated psychosocial functional impairment, including those with complex needs, who are not more appropriately funded through the NDIS;

- b. more seamless, high quality and earlier psychosocial supports; and
- c. the efficiency and effectiveness of psychosocial support services across care settings.

Areas for Collaboration

- 15. The Parties agree to work together to establish priorities for joint efforts and directions for service delivery and system collaboration/integration to support people with psychosocial impairment, such as planning, data exchange and coordination at the system level.

Part 4 — Roles and responsibilities

- 16. The Parties agree to work together to implement, monitor, refine and evaluate the national psychosocial support measure under the Agreement, and agree to share information to assist with planning and policy development, subject to privacy requirements.

Part 5 —Monitoring progress and evaluation

Bilateral Monitoring Progress

- 17. Progress will be monitored and reported in accordance with Schedule A (Implementation Plan). This will support early identification and/or resolution of implementation issues; inform refinement of the National Psychosocial Support Measure activities, planning and policy development; and support evaluation of Agreement activities.
- 18. Monitoring activities will include:
 - a. six-monthly status reports, on an exception basis, by each Party to relevant executive officers; and
 - b. no more than quarterly bilateral officer-level discussions on implementation progress and emerging risks or issues.

Evaluation

- 19. The Commonwealth will undertake an initial evaluation of the Commonwealth component of the National Psychosocial Support Measure.
 - a) The Commonwealth will consult with the other Party of this Agreement around the evaluation scope and methodology.
 - b) Evaluation findings will be used to inform the development of advice to the COAG Health Council in late 2021 on future directions for the National Psychosocial Support Measure, as well as build the evidence base for joint action on supporting people with a severe mental illness and associated psychosocial impairment who are not more appropriately supported through the NDIS.
 - c) The Commonwealth will provide a copy of the evaluation to jurisdictions.

20. Where the States and Territories elect to commission services with the Commonwealth through Primary Health Networks (PHNs), these services will be considered by the Commonwealth National Psychosocial Support Measure evaluation. The evaluation will be undertaken in partnership with the States and Territories and the Commonwealth, and will recognise the collaborative partnership and its impact on the outcomes of the national psychosocial support measure.

Multilateral Monitoring Progress

21. Multilateral reporting, on an exception basis, on implementation progress and emerging risks or issues will be made to the Australian Health Ministers Advisory Council (AHMAC).

Risk and Issues Management

22. The Parties agree that they will continually monitor, review and take necessary action to manage risks over the life of the Agreement, including in relation to interface issues with other service systems. Where agreed by both Parties, Schedule A will be updated to reflect any substantive changes or extension to activities to effectively manage identified risks.
23. Each Party agrees to provide the other Party with reasonable prior notice in writing on any implementation issues and risks that may impact on the progress or success of the National Psychosocial Support Measure activities.
24. If risks eventuate at any time for either party, the Party with primary responsibility for the risk will work with the other Party to develop agreed mitigation proposals.

Part 6 — Stakeholders

25. To support appropriate linkages and embed Agreement activities within existing programs and services, the Parties will communicate as appropriate with key stakeholders, as identified by the Parties, throughout the life of the Agreement, including through existing communication channels, mechanisms and forums.

Part 7 — Communications

26. The Parties agree to a collaborative and cooperative approach to external communications consistent with the aims of this Agreement.
27. The Parties agree to consult with one another about any significant publications or announcements, including media releases, relating to this Agreement to ensure that each party has sufficient time to participate in those opportunities.
28. If there is any doubt about the significance of a proposed announcement or publication, the Parties agree to liaise with each other to determine whether the other Party wishes to be jointly involved.
29. The Parties will use all reasonable endeavours to respond to each other in respect of urgent announcements in a timely manner.

Part 8 — Governance of the Agreement

Disputes under the Agreement

30. Any Party may give notice in writing to the other Party of a dispute under the Agreement.
31. The Parties will attempt to resolve any dispute at officer-level in the first instance.
32. If the issue cannot be resolved at officer-level, it may be escalated to the relevant executive officers and Ministers.

Variation of the Agreement

33. The Agreement may be amended at any time by agreement in writing by the appropriate State and Territory Minister and the Commonwealth Minister for Health.

Variation to Schedules to the Agreement

34. The Parties agree that any amendments to the schedules can be made at any time by agreement in writing between the appropriate State and Territory Minister and the Commonwealth Minister for Health.

Enforceability of the Agreement

35. The Parties do not intend any of the provisions of the Agreement to be legally enforceable. However, this does not lessen the Parties' commitment to the Agreement.

Termination of the Agreement

36. Either of the Parties may withdraw from the Agreement by giving six months' written notice to the other Party.
37. Following notification of a Party's intention to withdraw from the Agreement, the terms of the withdrawal, including the date on which the Party will cease to be a Party, and any legislative changes and other arrangements that may be necessary as a consequence of the withdrawal, will be negotiated in good faith and agreed between the Parties, on a basis which aims to ensure continuity of support for people in receipt of supports funded through the Agreement.

Definitions

38. The following definitions are applicable throughout the Agreement and all Schedules to the Agreement.

Psychosocial support funding	Supports and services that are purchased to work in partnership with individuals who are not more appropriately funded through the NDIS and are significantly affected by severe mental illness, which has an impact on their associated psychosocial functional capacity. These services, in partnership with families and carers (as appropriate), provide a range of non-clinical community based support to these individuals to achieve their recovery goals.
Care coordination	Connection of a person's care activities to enable the appropriate delivery of psychosocial support services (e.g. through communication and transfer of relevant information to ensure safe care transitions; processes to support team-based approaches, such as care plans, case conferences, assignment of a care coordinator role; and facilitated access to other health and social support services).
Local Hospital Networks (LHNs)	A LHN is an organisation that provides public hospital services. A local hospital network can contain one or more hospitals and is usually defined as a business group, geographical area or community. Every Australian public hospital is part of a local hospital network.
Primary Health Networks (PHNs)	PHNs are independent organisations with regions closely aligned with those of LHNs. They have skills-based boards, which are informed by clinical councils and community advisory committees. Their key objectives are to increase the efficiency and effectiveness of health services for people (particularly those at risk of poor health outcomes) and improve coordination of care to ensure individuals receive the right care, in the right place, at the right time.
Commissioning	A strategic approach to procurement that is informed by PHN/LHN baseline needs assessment and other relevant data and aims towards a more holistic approach, in which the planning and contracting of health care services are appropriate and relevant to the needs of their communities.
Joint/coordinated or collaborative commissioning	Encompasses a variety of ways of working together, as locally appropriate, to make the best use of pooled or aligned funding to achieve better outcomes for people with a psychosocial impairment.