

Deed of Standing Offer for **MATES-21**

Commonwealth of Australia as represented by the
**Department of Veterans' Affairs & the
Repatriation Commission and the Military
Rehabilitation and Compensation Commission**

ABN 23 964 290 824

and

University of South Australia / UniSA

ABN 37 191 313 308

10 March **2023**

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Australian Government

Department of Veterans' Affairs

DEED OF VARIATION NO. 1

to the

AGREEMENT

between

THE COMMONWEALTH OF AUSTRALIA,
as represented by the **Department of Veterans' Affairs**

**THE REPATRIATION COMMISSION & THE MILITARY
REHABILITATION AND COMPENSATION COMMISSION**
(Australian Business Number 23 964 290 824)

and

University of South Australia
ABN: 37 191 313 308

**for the provision of Veterans' Medicines Advice & Therapeutics Education Services (Veterans'
MATES) Program**

DEED OF VARIATION

Introduction

Pursuant to clause 31.1 of the Agreement between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the **University of South Australia** that commenced on **1 July 2015** for the provision of the Veterans' Medicines Advice and Therapeutics Education Services (Veterans' MATES) Program, the parties agree to the following amendments with effect from **5 August 2016**.

Interpretation

To the extent applicable, the terms and conditions of the Agreement, including defined terms, apply to this Deed of Variation.

Amendments

1. **Part B Omit** Term of Agreement (1) and replace with:
 - (1) This **agreement** commences on 23 December 2015, the date of the last signature, and shall end on 31 December 2018. This agreement can be extended only under Schedule Part B(2).
2. **Omit** clauses G, and **substitute** with the following:

DVA Delegate

[Relates to clause 32]

Delegate	Mr Raphael s 47F
Position	Director, Contract Management Private Hospitals & MATES
Street Address	Centennial Plaza, 280 Elizabeth Street, Surry Hills, NSW 2010
Postal Address	PO Box 9998 SYDNEY NSW 2001
Telephone	Tel: s 47F
E-mail address	hcs.contract.management@dva.gov.au

3. **Omit** clause H, and **substitute** with the following:

DVA Contract Manager and Program Manager

[Relates to clause 32]

Contract Manager	Ms Carmel s 47F
Position	A/g Senior Contract Manager Private Hospitals & MATES
Street Address	Blackburn House, 199 Grenfell Street, Adelaide SA 5000
Postal Address	PO Box 9998 ADELAIDE SA 5001
Telephone	Tel: s 47F
E-mail address	HospitalContracting@dva.gov.au

Program Manager	Ms Francene s 47F
Position	Assistant Director, Health Programmes
Street Address	Gnabra Building, 21 Genge Street, Canberra, ACT 2601
Postal Address	PO Box 9998 CANBERRA ACT 2600
Telephone	Tel: s 47F
E-mail address	s 47F @dva.gov.au

4. **Omit** Part L Payments (1) and **replace** with:

Subject to all other terms of this agreement, the contractor will be paid a fixed fee that covers the full delivery of DVA's requirements as described in this agreement and the Statement of Requirements (Attachment A to the agreement) for the first three years of the agreement, from 23 December 2015, the date of final signatory, inclusive of GST, not exceeding those listed in the Veterans' MATES Fee Schedule at Attachment C.

5. **Omit** from 'Statement of Requirements, 1.4 Transition-in Requirements

'DVA requires that the contractor will be in a position to release education material to the targeted groups (see definition of the targeted groups in paragraph 2.2.1) within four (4) months of the commencement of the agreement. The contractor's transition-in activities and timeframes will need to take account of this requirement. DVA's transition-in requirements are:'

and **replace** with:

'DVA requires that the contractor will be in a position to release education material to the targeted groups (see definition of the targeted groups in paragraph 2.2.1) within four (4) months of the commencement of the agreement or as negotiated with the DVA Program Manager. The contractor's transition-in activities and timeframes will need to take account of this requirement. DVA's transition-in requirements are:'



6. Omit from Statement of Requirements, 2.2.1 Preparation of Targeted Health Education Material

‘The contractor is responsible for preparing a minimum of four (4) releases of education material per annum on identified medication related problems and emerging health care trends to targeted members of the:’

and **replace** with:

‘The contractor is responsible for preparing a minimum of four (4) releases of education material per annum (unless negotiated with the DVA Program Manager) on identified medication related problems and emerging health care trends to targeted members of the:’

7. Omit from Statement of Requirements, 2.2.3 Preparation of Targeted Health Education Material:

‘In the first year of the agreement (i.e. the financial year 2015-16), DVA requires that one (1) education material be released within four (4) months of the commencement of the agreement; and one further release of education material by June 30th of 2016.’

And **replace** with:

‘In the first year of the agreement (i.e. the financial year 2015-16), DVA requires that one (1) education material be released within four (4) months of the commencement of the agreement; and one further release of education material by June 30th of 2016. Any changes to the release schedule to be negotiated with the DVA Program Manager.’

8. Omit from Statement of Requirements, 2.5 Governance and Management, 2.5.1(a)iii

‘Development of the first release of education material within four (4) months of the commencement of the agreement and one further release of education material by June 30th 2016, including planning, data analysis, writing, review, quality assurance and approval by the governance structures and processes;’

And **replace** with:

‘Development of the first release of education material within four (4) months of the commencement of the agreement and one further release of education material by June 30th 2016, unless negotiated with the DVA Program Manager, including planning, data analysis, writing, review, quality assurance and approval by the governance structures and processes;’

9. **Omit** from Statement of Requirements, 2.5 Governance and Management, 2.5.1(h)

'Preparing an annual program report that describes the activities of the contractor in delivering the Veterans' MATES program in accordance with the approved annual Work Plan. An evaluation of, including stakeholders' feedback on, the impact of the education material on Veterans' health will be included in each annual program report. The contractor will submit to DVA the annual program report by the end of the first month in the new financial year. DVA may publish the annual program report. In the final year of the agreement, the contractor will deliver the final annual program report 14 business days prior to the expiry date of the agreement, or in the event of an extension to the agreement, 14 business days prior to the expiry date in the final year of the agreement;'

And **replace** with:

'Preparing an annual program report that describes the activities of the contractor in delivering the Veterans' MATES program in accordance with the approved annual Work Plan. An evaluation of, including stakeholders' feedback on, the impact of the education material on Veterans' health will be included in each annual program report. The contractor will submit to DVA the annual program report by the end of the first month in the new financial year or in a timeframe negotiated with the DVA Program Manager. DVA may publish the annual program report. In the final year of the agreement, the contractor will deliver the final annual program report 14 business days prior to the expiry date of the agreement, or in the event of an extension to the agreement, 14 business days prior to the expiry date in the final year of the agreement;'

10. **Omit** from 4 Definitions:

'Education Material Is the information developed by the contractor for release at least three times in 2015-16 and four (4) times per annum in following financial years.'

And **replace** with:

'Education Material Is the information developed by the contractor for release at least three times in 2015-16 and four (4) times per annum in following financial years, unless otherwise negotiated with the DVA Program Manager.'

11. **Omit** Attachment C and **replace** with Attachment C (following)



THIS DOCUMENT IS EXECUTED AS A DEED.

Signed, Sealed and Delivered for and on
behalf of:

The University of South Australia
by:

[Print name of contractor representative
and position]

Signature and date:

Witnessed by:
[Print name of witness]

Signature and date:

S 47F

*Signed, Sealed and Delivered for and on
behalf of:*

The Commonwealth of Australia (as
represented by the Department of
Veterans' Affairs), the Repatriation
Commission and the Military
Rehabilitation and Compensation
Commission

by:

Angela-Grace s 47F

FOR

Effie s 47F

Director, Contract Management Private
Hospitals & MATES
Australian Government Department of
Veterans' Affairs

Signature and date:

s 47F

1/3/17

Witnessed by:

[Print name of witness]

Signature and date

PAULA s 47F

s 47F

1/3/17

ATTACHMENT C: VETERANS' MATES FEE SCHEDULE

Annex C	DVA RFT MATES – 15		
VETERANS' MATES FEE SCHEDULE			
Name of Tenderer: University of South Australia			
Table 1: Establishment costs of a secure environment to store DVA data			
There are no costs required to establish a secure environment			
Statement of Requirements Service Category and line item Description	Year 1: 2015 – 2016		Line Item Description, Assumptions, Caveats
	Total GST Inclusive \$	GST \$	
No costs	NIL	NIL	
Grand Total	\$ -	\$ -	

Name of Tenderer: University of South Australia		
Table 2: Transition-In costs		
Statement of Requirements Service Category and line item Description	Year 1: 2015- 2016	
	Total GST Inclusive \$	GST \$
Server	\$	
HealthLink Software Package	\$	
Grand Total	\$	

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Table 3: Costs of Ongoing Operations

Statement of Requirements Service Category and line item Description	2015- 2016		2016-2017		2017-2018		2018-2019		36 Month totals	
	Total GST Inclusive \$	GST \$	Total GST Inclusive \$	GST \$	Total GST Inclusive \$	GST \$	Total GST Inclusive \$	GST \$	Total GST Inclusive \$	GST \$
Service Category 2.1: Health Issues identification and Data Analysis										
Core Program										
Fixed Costs										
Personnel										
Variable Costs										
Stakeholder Consultation										

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Service Category 2.2: Preparation of Targeted Health Education Material												
Core Program												
Fixed Costs												
Personnel												
Variable Costs												
Graphic Design												
Expert review and endorsement												
Service Category 2.3: Dissemination of Health Education Material												
Core Program												
Fixed Costs												
Personnel												
Training Resources												
Stakeholder Resources												
Website Maintenance and Hosting												

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Service Category 2.5 Governance and Management												
Fixed Costs												
Personnel												
IT Maintenance												
Security Environment Maintenance												
Office Costs												
Variable Costs												
Project Governance Meetings DVA												
Project Governance Meetings UniSA												

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Core Program Costs												
Core Program: Fixed Costs Total												
Core Program: Variable Costs Total												
Total Yearly Costs												
Total Core Program Cost												

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Australian Government

Department of Veterans' Affairs

DEED OF VARIATION NO. 4

to the

AGREEMENT

between

THE COMMONWEALTH OF AUSTRALIA,
as represented by the **Department of Veterans' Affairs,**
THE REPATRIATION COMMISSION & THE MILITARY REHABILITATION AND
COMPENSATION COMMISSION
(Australian Business Number 23 964 290 824)

and

University of South Australia
ABN: 37 191 313 308

**for the provision of Veterans' Medicines Advice & Therapeutics Education Services (Veterans'
MATES) Program**

DEED OF VARIATION

Introduction

Pursuant to clause 31.1 of the Agreement between the **Commonwealth of Australia**, as represented by the **Department of Veterans' Affairs**, the **Repatriation Commission** - a Commonwealth body corporate continued in existence under the *Veterans' Entitlements Act 1986* (VEA); and the **Military Rehabilitation and Compensation Commission** - a Commonwealth body corporate established by the *Military Rehabilitation and Compensation Act 2004* (MRCA) (these bodies have the Australian Business Number (ABN) of 23 964 290 824 and are described collectively as DVA)

AND

University of South Australia ABN 37 191 313 308

that commenced on **23 December 2015** for the provision of the Veterans' Medicines Advice and Therapeutics Education Services (Veterans' MATES) Program, as amended by Deeds of Variation Nos 1 to 3, the parties agree to the following amendments with effect from 1 January 2022.

Interpretation

To the extent applicable, the terms and conditions of the Agreement, including defined terms, apply to this Deed of Variation.

Amendments

1. **Omit** Part B, Term of Agreement and **substitute** with the following:

This agreement commences on 23 December 2015 and shall end on 31 December 2022.

2. **Omit** Part H, and **substitute** with the following:

DVA Contract Manager and Program Manager

[Relates to clause 32]

Contract Manager	Ms Angela s 47F
Position	Contract Manager, Private Hospitals & MATES
Street Address	300 La Trobe Street Melbourne VIC 3000
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	s 47F
E-mail address	hospitalcontracting@dva.gov.au

Program Manager	Ms Sue s 47F
Position	Assistant Director, Pharmacy Programs and Operations Section
Street Address	21 Genge Street Canberra ACT 2601
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	s 47F
E-mail address	pharmacy.programs.operations@dva.gov.au

3. **Omit** clauses 3.3.2 (f), (g) and (h) of the Statement of Requirements.
4. **Omit** clause 3.3.3 of the Statement of Requirements and **substitute** with the following:

The parties will agree to any variations to the fees for the on-going operational costs in Table 3 in writing.
5. **Insert** new clause 3.3.4 of the Statement of Requirements:
 - a. The parties acknowledge that the variations to the fees have not been calculated using the Wage Cost Index (WCI).
 - b. Where a variation to the fees in clause 3.3.3 has been agreed, neither party can recover any discrepancy between the agreed fees and the WCI indexation of those fees.
6. **Omit** Attachment C and **substitute** with Attachment C (following)



THIS DOCUMENT IS EXECUTED AS A DEED.

Signed, Sealed and Delivered for and on behalf of:

The University of South Australia
by:

[Print name of contractor representative
and position]

s 47F

Signature and date:

s 47F

11/11/21

Witnessed by:

[Print name of witness]

s 47F

s 47F

Signature and date:

11/11/21

Signed, Sealed and Delivered for and on behalf of:

The Commonwealth of Australia (as
represented by the Department of
Veterans' Affairs), the Repatriation
Commission and the Military
Rehabilitation and Compensation
Commission
by:

Peta s 47F

Director,
Contract Management Operations,
Department of Veterans' Affairs

Signature and date:

s 47F

11/11/2021

Witnessed by:

[Print name of witness]

Sasha s 47F

s 47F

Signature and date

11/11/2021

ATTACHMENT C

[illegible]

Deed of Variation No. 4 – University of South Australia

DEED OF AGREEMENT

between the

Commonwealth of Australia
(as represented by
the Department of Veterans' Affairs),
the Repatriation Commission
and
the Military Rehabilitation and
Compensation Commission
(*Australian Business Number 23 964 290 824*)

and

University of South Australia
(*Australian Business Number 37 191 313 308*)

**for the provision of the Veterans' Medicines Advice and
Therapeutic Education Service (Veterans' MATES)**

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THE SCHEDULE

Note: Terms are subject to the interpretation clause 26 and definitions in specific clauses and in clause 32.

Part

A Purpose

[Relates to clause 1]

The purpose of this **agreement** is for the provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES).

B Term of agreement

[Relates to clause 1]

- (1) This agreement commences on the date of the last signature and shall end on 30 June 2013. The end date can be extended only under Schedule Part B(2).
- (2) The Department of Veterans' Affairs (DVA) has an option to extend this agreement by periods up to a total of two additional years. DVA may exercise the option by giving notice in writing [clause 9] to the **contractor** no later than six months prior to the end date.

C Contractor's legal identity

[Relates to clauses 1.1(a), 8.1 and 9.1]

Full legal name of contractor	University of South Australia
Legal identity	State Government entity – University
Trading or business name	University of South Australia
Australian Business Number (ABN)	37 191 313 308
Registered office (street/postal)	North Terrace, Adelaide SA 5000
Relevant business place (if different)	GPO Box 2471, Adelaide SA 5001
Telephone number (General)	(08) 8302 2179
Fax number (General)	(08) 8302 2389

D Contractor's representative

[Relates to clauses 8.1 and 9.1]

Contractor's representative	s 47F
Position	
Postal address	GPO Box 2471, Adelaide SA 5001
Business hours telephone number	s 47F
Fax number	
E-mail address	

E Specified personnel of contractor

[Relates to clause 2.1]

Full legal name of person	s 47F
Nature of work to be performed under this agreement	Key responsibility for project direction and strategic development
Telephone number	s 47F
E-mail address	
Full legal name of person	s 47F
Nature of work to be performed under this agreement	Key responsibility for project management, and innovative research
Telephone number	s 47F
E-mail address	

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Full legal name of person	s 47F	
Nature of work to be performed under this agreement	Key responsibility for management of the Data Management Centre and security of data	
Telephone number	s 47F	
E-mail address		

Full legal name of person	s 47F	
Nature of work to be performed under this agreement	Key responsibility for project evaluation	
Telephone number	s 47F	
E-mail address		

F Subcontractors of contractor

[Relates to clause 2.4]

Full legal name of subcontractor	Adelaide Research and Innovation Pty Ltd as trustee of the Adelaide Research and Innovation Investment Trust	
Authorised role of subcontractor	Research Consultancy	
Telephone	s 47F	
Fax	08 8303 4355	
E-mail	s 47F	@adelaide.edu.au

Full legal name of subcontractor	Repatriation General Hospital Inc	
Authorised role of subcontractor	Consultancy	
Telephone	s 47F	
Fax	(08) 8277 9401	
E-mail	s 47F	@health.sa.gov.au

Full legal name of subcontractor	National Prescribing Service Limited	
Authorised role of subcontractor	Consultancy	
Telephone	s 47F	
Fax	02 9211 7578	
E-mail	s 47F	@nps.org.au

Full legal name of subcontractor	Australian Medicines Handbook Pty. Ltd.	
Authorised role of subcontractor	Consultancy	
Telephone	s 47F	
Fax	08 8303 6980	
E-mail	s 47F	@amh.net.au

Full legal name of subcontractor	Repatriation General Hospital Inc.	
Trading or business name	DATIS – Drug and Therapeutics Information Service	
Authorised role of subcontractor	Consultancy	
Telephone	s 47F	
Fax	(08) 8374 0805	
E-mail	s 47F	@health.sa.gov.au

G DVA Delegate

[Relates to clause 32]

Delegate	Ms Judy s 47F
Position	National Manager, Primary Care Policy
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	GPO Box 9998, Canberra ACT 2600
Telephone number (business hours)	s 47F
Fax number	(02) 6289 6521
E-mail address	s 47F

H DVA Contract Manager

[Relates to clause 32]

Contract Manager	Ms Mimi s 47F
Position	Assistant Director, Pharmacy, e-Health & Technology Policy
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	GPO Box 9998, Canberra ACT 2600
Telephone number (business hours)	s 47F
Fax number	(02) 6289 6521
E-mail address	s 47F

I Services and deliverables

[Relates to clause 4.1(a)]

The contractor shall provide or arrange for the provision of the services and deliverables described in this Part I, and further particularised in the Statement of Work at Attachment A.

- (1) The contractor will deliver the following tasks:
 - (a) delivery of the Veterans' Medicines Advice and Therapeutic Education Services (Veterans' MATES) Program;
 - (b) enhancements and maintenance of the core program including the existing Veterans' MATES website;
 - (c) development and delivery of innovative projects consistent with the objectives of the Veterans' MATES; and
 - (d) where approved, assist in the roll-out of projects as a national implementation.
- (2) The nature of specific deliverables may vary over the life of the agreement as the focus of Veterans' MATES changes and matures. The deliverables to be provided on execution of this agreement are described in the Statement of Work in Attachment A.
- (3) The deliverables specified in Attachment A can only be varied by mutual agreement in writing, signed by the parties.
- (4) DVA may from time to time request the contractor to provide additional Services. The request will take the form of a 'Work Order' signed by DVA's Delegate. The format of the Work Order is detailed in Attachment D. The contractor will not provide any additional services without a signed Work Order.
- (5) The services will be supplied at the prices detailed at Part L or as otherwise agreed between the Parties in a signed Work Order.
- (6) **Data Base Analysis**
 - (a) The contractor will analyse the DVA data set at least 4 times a year in order to extract feedback and clinical focus topic data;
 - (b) The contractor will perform routine analysis and cleaning of the data as the DVA and Medicare Australia data sets are delivered by DVA to the contractor;

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- (c) Data analysis will examine medication, setting, veteran, medical practitioner or condition specific data. The analysis will also consider the integration of services, coordination of care and continuity of care. Topics for educational material will be chosen by the analysis of the data indicating areas of health that require a focus in medication management; and
- (d) Individual patient specific data and aggregated data by a medical practitioner will be provided with full interpretation. The data will provide evidence guided best practice approaches to the management of the condition, the use of the medication or health services.

(7) Healthcare Trends and Program Direction Advice

The contractor will analyse current trends and directions in healthcare in the context of veteran health needs and the delivery of the Veterans' MATES Program. Advice based on this analysis will include, but will not be limited to:

- (a) Patient safety and avoidance of preventable error;
- (b) Identification of veterans at risk of medication and medical misadventures and strategies to assist veterans and their carers to improve health outcomes for veterans;
- (c) Funded services including Home Medicines Reviews and Residential Aged Care Medication Management Reviews;
- (d) Government funded quality use of medicine initiatives;
- (e) Inclusion of requirements around continuity of care in State and Territory Health Care Agreements;
- (f) Factors affecting the sustainability of the Pharmaceutical Benefits Scheme (PBS) and the Repatriation Pharmaceutical Benefits Scheme (RPBS);
- (g) Current strategic directions and work plans of key stakeholders such as National Prescribing Service (NPS), Department of Health and Ageing's (DoHA) National Health Reform Agenda and the National Medicines Policy advisory structure; and
- (h) Advice will be provided as emerging trends and developments come to the contractor's attention and in the contractor's program reports as listed in Part I (5) Reports.

(8) Prescriber Education

- (a) A prescriber includes, but is not limited to, a medical practitioner authorised to write a prescription for the supply of a pharmaceutical benefit as provided under Section 88 in the National Health Act 1953. Prescriber education will be undertaken nationally and will include, but not be limited to:
 - (i) Therapeutic brief with a clinical focus;
 - (ii) General material publicising the Veterans' MATES program;
 - (iii) Individual patient prescribing and dispensing data feedback;
 - (iv) Aggregated prescribing data for a medical practitioner or health specialist, where possible; and
 - (v) Prescriber response forms will be linked to the Royal Australian College of General Practice (RACGP) Quality Assurance and Continuing Professional Development (CPD) points and the Australian College of Rural & Remote Medicine (ACCRM) Veterans' MATES Clinical Audit – Patient Review Mandatory Points. Health Professionals are required to register with the relevant organisation before receiving the Points.
- (b) Prescriber evaluation will include, but will not be limited to:
 - (i) The number of prescribers responding;
 - (ii) The number of prescribers responding as a proportion of those sent information on the current topic (expressed as a percentage);
 - (iii) Geographic location of respondents;
 - (iv) Usefulness of the program clinical information supplied;
 - (v) Usefulness of feedback data;
 - (vi) Actions they are likely to take as a result of the program;
 - (vii) Suggestions for improvement;
 - (viii) Number of visits to secure website;
 - (ix) The evaluations will be conducted for each delivery of program material to prescribers;

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- (x) The contractor will monitor unsolicited prescriber feedback coming into the project office or DVA offices either by electronic means, mail or calls to help lines; and
 - (xi) Responses will be linked to the delivery of each module and the delivery options may include, but not be limited to, mail and electronic technology.
- (9) **Veteran Education**
- (a) Veterans and carers education material is to take into account visual, hearing, mobility and or cognitive impairment. The material will include, but will not be limited to:
 - (i) An educational brochure that has either a condition specific, medication specific or more general Quality Use of Medicines (QUM) focus: and
 - (ii) Individual veteran feedback based on medication specific or condition specific data, where appropriate.
 - (b) Veteran evaluation will include, but will not be limited to:
 - (i) The number of veterans responding;
 - (ii) The number of veterans responding as a proportion of those sent information on the current topic (expressed as a percentage);
 - (iii) Geographic location of respondents;
 - (iv) Usefulness of the program clinical information supplied;
 - (v) Actions they are likely to take as a result of the program;
 - (vi) Suggestions for improvement;
 - (vii) Number of visits to website;
 - (viii) The evaluations will be conducted for each delivery of program material to veterans; and
 - (ix) Responses will be linked to the delivery of each module and the delivery options may include, but not be limited to mail and electronic technology.
- (10) **Health Professional Education**
- (a) Other health professionals including pharmacists, and where agreed by DVA, nurses (practice, community and residential aged care) and allied health professionals, will be provided with educational material which will include, but will not be limited to:
 - (i) Prescriber education therapeutic brief;
 - (ii) Veteran and carers educational brochure; and
 - (iii) Pharmacists response forms will be linked to the Pharmaceutical Society of Australia's (PSA) Continuing Professional Development and Practice Improvement (CPD&PI) points program, the Society of Hospital Pharmacists of Australia (SHPA) CPD program and the Australian Association of Consultant Pharmacy (AACP) CPD program.
 - (b) Pharmacists and other stakeholder evaluation will include, but will not be limited to:
 - (i) The number of pharmacists responding;
 - (ii) The number of pharmacists responding as a proportion of those sent information on the current topic (expressed as a percentage);
 - (iii) Geographic location of respondents;
 - (iv) Usefulness of the program clinical information supplied;
 - (v) Usefulness of feedback data;
 - (vi) Actions they are likely to take as a result of the program;
 - (vii) Suggestions for improvement; and
 - (viii) Responses will be linked to the delivery of each module and the delivery options may include, but not be limited to, mail and electronic technology.

(11) Reports to be provided to DVA by the contractor

- (a) Analytical Reports:
 - (i) *Module Plan Report* will identify the target condition or medication and provide the results of the analysis of the databases. The report template is set out in Attachment E in the Statement of Work. The report will be provided prior to delivery of a Module;
 - (ii) *Module Participation Report* will include but not be limited to information regarding the delivery of the clinical module. The report template is set out in Attachment F in the Statement of Work. The report will be provided following the delivery of each module; and
 - (iii) *Module Post Intervention Report* will include information following the intervention. The report will be provided following the delivery of each module.
- (b) Analysis and Outcome Reports:
 - (i) *Drug Utilisation Reports* will be provided at 3 monthly intervals to enable pre-post comparisons of data corresponding with the distribution of educational topics. Reports addressing the uptake of key messages will also be provided at approximately 9 months after the distribution of a topic;
 - (ii) *Health Outcome Analysis Reports* will be provided in conjunction with all interventions. The reports will be reviewed by health economists. A minimum of two health outcome analyses are to be conducted each year. With the exception of the final module, evaluation reports addressing the areas outlined above are to be provided for modules approximately 12 months post distribution; and
 - (iii) *Cost Consequence Reports* will be provided at the end of each calendar year.
- (c) Evaluation Reports:
 - (i) *Annual Evaluation Reports* will be provided to DVA for agreement by the Program Management Committee; and
 - (ii) *Interim Program Progress Reports* will describe all activity including milestones, deliverables and outcomes. The reports will be provided to DVA every 3 months as a minimum.
- (d) *Final Program Report* - The Contractor is to provide DVA with a final program report at the end of the Agreement period (three years following Agreement execution). The final report will be a comprehensive description of all activities carried out each year and the outcomes of those activities. A draft final program report is to be submitted 30 calendar days prior to the End Date. A final program report inclusive of the financial statement will be submitted 60 days after the End Date.

(12) Publications and Presentations

- (a) The contractor will deliver to the DVA, materials necessary for preparation of papers and presentations relating to clinical studies using Veterans' MATES data with the aim of producing a minimum of three publications per year.
- (b) In seeking to have material published, the Parties will target both high profile journals and widely read professional journals so that both scientific and program objectives are met.
- (c) Either DVA or the Contractor may submit material to journals for publication provided that a draft of the proposed publication is provided to the other party for review and approval prior to publication.
- (d) Authors on such publications must be appropriately acknowledged in accordance with the Joint National Health and Medical Research Council / Australian Vice Chancellors' Committee Statement and Guidelines on Research Practice contained in the "*Australian Code for the Responsible Conduct of Research*".
- (e) The contractor is to prepare material suitable for presentation at major health professional conferences in Australia and overseas. Authors will be appropriately acknowledged in accordance with the Joint National Health and Medical Research Council / Australian Vice Chancellors' Committee Statement and Guidelines on Research Practice contained in the "*Australian Code for*

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the Responsible Conduct of Research". Presentations at conferences will be made by DVA, or the Contractor with DVA's written agreement. The Contractor agrees to submit material to DVA for presentation at a minimum of two local and one international conference per year.

- (f) All Veterans' MATES materials are to be submitted to DVA for approval prior to distribution. For the purpose of clarity, this includes program materials to prescribers, veterans and other health professionals; evaluation documents; newsletters; presentations; articles for publication.
- (g) All materials, excluding articles for publication in academic journals, are to be branded with DVA's name and logo and, if requested by DVA, an approved disclaimer.
- (h) The Contractor is to ensure all Veterans' MATES material meets DVA's ethical standards and guidelines as published on DVA's web site at:
www.dva.gov.au/health_and_wellbeing/research/ethics/Pages/ethicsindex.aspx.
- (i) The Contractor is bound by the rules of the University of South Australia Human Research Ethics Committee and the *Privacy Act 1988* (Cth). Sensitive material will be handled within a set of Standard Operating Procedures (SOPs) developed specifically with the project and in line with DVA requirements and guidelines. All people associated with the project are to undergo specialised training and be bound by confidentiality deeds, a template of which is attached in Attachment H. All identified material will be kept in secure locations and any breaches will be addressed in a formal manner within a disciplinary process. All material will be regularly backed up at short intervals to counter for systems failure and kept in encrypted form and only available to people authorised to a certain level of security.
- (j) In addition to the provisions of [clause 19 "Ownership and custody of material including intellectual property rights"], DVA may, on request from the Contractor, grant to the Contractor a licence to use Contract material. The licence:
 - (i) is limited to use for academic purposes, including the right to publish in academic journals and make presentations in accordance with this agreement;
 - (ii) is non-exclusive;
 - (iii) does not include the right to adapt without prior approval;
 - (iv) does not include the right to exploit the material in any way;
 - (v) does not include the right to sublicense;
 - (vi) acknowledges Commonwealth ownership of copyright in an appropriate manner or by noting on the material "© Commonwealth of Australia"; and
 - (vii) approval will be sought prior to proposed use of that Agreement Material.
- (k) If the article for publication does not contain any contract material, the contractor may request DVA acknowledgement that there is no DVA Intellectual Property in the article. A letter of acknowledgment is set out in Attachment G. This letter allows the contractor to sign the copyright claims and agree to the indemnities required by the journal.
- (13) Ongoing management of the services will be supported by the following Committees:
 - (a) *Program Management Committee (PMC)* will oversee the implementation and ongoing management and performance of this Agreement to ensure the effective operation of the Veterans' MATES program. The PMC may invite any other person to attend the meetings as it decides is necessary for the effective performance of the Committee. A minimum of two formal PMC meetings are to be held each year. Meetings will be held in DVA's National Office in Canberra, unless otherwise agreed by DVA. Arrangements for PMC meeting costs are described in Part L, Pricing. The members of the PMC will include DVA's Primary Care Policy National Manager, Principal Medical Adviser, Project Manager, Project Liaison Officer and the Contractor's Project Director, Project Coordinator, Project Co-Director and the Senior Consultant.
 - (b) *Project Executive Committee (PEC)* will undertake the planning and management aspects of project operations. The Contractor is responsible for the direct management and delivery of the Veterans' MATES Program activities authorised by DVA. The members of the PEC will include a PMC representative(s), one representative of each subcontractor and a Contractor project officer. A minimum of one formal PEC meeting per year or as determined by the committee. Meetings will

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be held in the contractor's office in Adelaide, unless otherwise determined by the Committee. The contractor will draft and file summary minutes of each meeting. Arrangements for meeting costs are described in Part L, Pricing.

- (c) *Operational Management Meetings* will complement the Program Management Committee (PMC). Operational management meetings will usually comprise DVA's Project Manager and the Project Liaison Officer and the Contractor's Project Directors, Project Co-ordinator, Project Security and Data Manager. Other **personnel** may attend the meetings as necessary for the effective delivery of program services. Operational management meetings will be arranged at least bi-monthly. The meetings will be either face-to-face or telephone conferences as agreed between the Parties.
- (d) *Reference Groups* assist in keeping the Contractor informed about concerns or issues and in seeking assistance from the organisations in finding workable solutions. These groups include:
 - (i) A *Clinical Reference Group or Editorial Committee* will provide advice on the preparation of topics, including clinical advice, key messages and alternative clinical management strategies;
 - (ii) *Practitioner Reference Group* provides advice on medical issues and to disseminate program information to constituents; and
 - (iii) *Veterans' Reference Group* informs the Contractor on veteran matters and concerns, provides input to topic selection and message design, and to assist with formation of common interest groups among veterans.

J Implementation issues

[Relates to clause 1.2]

The parties agree that the clauses adequately reflect their agreement.

K Quality standards

[Relates to clause 4]

The parties agree that the clauses adequately reflect their agreement.

L Payments

[Relates to clause 7]

Subject to all other terms of this agreement, the contractor will be paid fees, exclusive of GST, as follows:

: Veterans' MATES: Y7-9 BUDGET			
FIXED BUDGET	Year 7	Year 8	Year 9
Strategic direction and innovation	S 47		
Project Management and Co-ordination			
Administration			
Module Development			
Data Management & Security			
Data Analysis & Evaluation			
Office costs			
Infrastructure			
DMAC			
Department of General Practice			
National Prescribing Service			
DATIS			
Australian Medicines Handbook			
Repat Consultant			
Health Economists			
Hardware			
System Maintenance			
Accommodation Upgrades			
Security Upgrades			
Total Draft Fixed Costs			
Total PHD Scholarships Costs			
Total Project Completion Cost			
DRAFT VARIABLE BUDGET			
Program Management Committee	S 47		
<i>PMC Flights Only</i>			
Writing Group			
<i>WG Flights Only</i>			
Project Executive Committee			
<i>PEC Flights Only</i>			
Editorial Committee			
<i>EC Flights Only</i>			
Data Reference Group			
<i>DRG Flights Only</i>			
Practitioner Reference Group			
<i>PRG Flights Only</i>			
Veteran Reference Group			
<i>VRG Flights Only</i>			
Stakeholder Information Booklets			
Mailout Printed Material			
Standard:			
Veterans			
Pharmacists			
LMO			
Year 7-10 enhancements			
Total Draft Variable Costs			
GRAND TOTAL DRAFT VETERANS' MATES BUDGET Y7-9			

- (1) Travel costs to attend committee meetings are included in the variable budget. It is agreed by both parties that the travel arrangements are to be booked by DVA to ensure Government best prices. The figures in this table indicate the maximum forecasted travel costs.

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- (2) The Contractor is to maintain financial records in accordance with generally accepted accounting practices and procedures. The Contractor is to monitor the financial records on a continual basis and is to immediately report to DVA any variables of expenditure, or trends indicating under or overspend, that exceed 10% of budgeted expenditure.
- (3) The Contractor is to immediately report to DVA any perceived or anticipated problems that may substantially affect the cost, time or delivery of any Services.
- (4) On DVA's request for additional services, the contractor will provide DVA with a proposal for the additional services. On acceptance of the proposal, DVA will pay for the additional services as specified in a Work Order.

M Assistance to be provided by DVA

[Relates to clause 7.2]

- (1) DVA will provide advice to the Contractor about services, programs and factors that may impact on the delivery of the Veterans' MATES program to veterans and health professionals.
- (2) DVA will also assist the Contractor to:
 - (a) access veteran's groups and organisations;
 - (b) co ordinate membership of veterans' reference group; and
 - (c) co ordinate membership on clinician and practitioner reference groups.

N Jurisdiction governing interpretation

[Relates to clauses 29]

The applicable law is that of the Australian Capital Territory.

THE CLAUSES

— KEY PEOPLE AND SERVICES —

1. Parties, services and timing

1.1 [Parties] The parties to this agreement are:

- (a) the contractor, as described in Schedule Part C; and
- (b) DVA (ABN 23 964 290 824) which, in this agreement, collectively refers to the:
 - *Repatriation Commission* - a **Commonwealth** body corporate continued in existence under the *Veterans' Entitlements Act 1986*;
 - *Military Rehabilitation and Compensation Commission* - a Commonwealth body corporate established by the *Military Rehabilitation Compensation Act 2004*; and
 - *Commonwealth of Australia* as represented by the Department of Veterans' Affairs, which, among other matters, assists the Repatriation Commission, and the Military Rehabilitation and Compensation Commission with the administration of their respective Acts.

1.2 [Implementation] The contractor agrees to perform the implementation tasks listed in Schedule Part J before commencing the services.

1.3 [Disengagement] Both parties agree to do all things necessary to ensure a smooth and well ordered hand-over to any **person** who takes over the provision of the services.

1.4 [Survival] Rights and obligations that survive relevant end dates are those in:

- (a) clauses 7.8 [Deferment] and 7.9 [Discrepancies];
- (b) clause 11 [Managing disputes];
- (c) clause 13 [Governmental framework];
- (d) clause 14 [Privacy];
- (e) clause 15 [Confidentiality];
- (f) clause 18 [Protective security];
- (g) clause 19 [Ownership and custody of material];
- (h) clause 20 [Moral rights];
- (e) clauses 22 and 23 [Insurance and indemnity]; and
- (f) this clause.

2 Personnel and subcontractors

2.1 [Managing personnel] The contractor agrees to ensure that any **personnel** (including any specified in Schedule Part E):

- (a) are appropriately qualified, and of a fit and proper nature, to perform the services;
- (b) are Australian citizens or, if not Australian citizens, are not **illegal workers**;
- (c) deliver the services according to this agreement;
- (d) promptly, through the contractor, notify **DVA** if they cannot meet any of their contributions to the contractor's obligations under this agreement or, if relevant, any personnel has its right to practice cancelled; and
- (e) will access only such official information as is required for the personnel to perform their duties.

2.2 [Replacement personnel] The contractor agrees:

- (a) to inform DVA in writing of any change in specified personnel named in Schedule Part E, subject to acceptance by DVA;
- (b) that DVA may require it to promptly remove personnel (including any specified under Schedule Part E) from any aspect of the services;
- (c) if requested, to promptly nominate potential replacement personnel; and
- (d) if it cannot provide personnel acceptable to the **DVA Delegate** or **DVA Contract Manager**, DVA may rely on clause 25.4 [Specified default].

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- 2.3 **[Subcontracting]** The contractor may subcontract all or part of the services required under this agreement but remains liable for all obligations under this agreement.
- 2.4 **[Subcontractors]** The contractor agrees to:
- (a) notify DVA in the event of any subcontractor being used in performing services, and, if requested by DVA, provide the details listed in Schedule Part F in relation to any subcontractor engaged in the delivery of services;
 - (b) if relevant, notify DVA if a subcontractor providing services has its right to practice cancelled;
 - (c) ensure that subcontractors are Australian citizens or, if not Australian citizens, are not illegal workers;
 - (d) not enter into a subcontract with a subcontractor named by the Director of Equal Opportunity for Women in the Workplace as an employer currently not complying with the *Equal Employment Opportunity for Women in the Workplace Act 1999*;
 - (e) ensure that subcontractors will access only such **DVA material** as is required for them to deliver services;
 - (f) ensure the continuing suitability of subcontractors;
 - (g) ensure that no subcontract restricts DVA's legal rights;
 - (h) ensure that all contracts with subcontractors contain functionally equivalent provisions to this agreement to the extent that those provisions are capable of applying to the subcontract;
 - (i) inform subcontractors about obligations arising under this agreement, especially that their names and other details may be disclosed publicly under clause 15.2(g); and
 - (j) properly pay or reward subcontractors under any relevant subcontract.
- 3 **Skills transfer**
- 3.1 If appropriate, the contractor agrees to ensure that it, its personnel and subcontractors transfer skills to DVA staff as the opportunity arises.

— STANDARDS —

4 Quality standards

- 4.1 **[Standards]** The **contractor** agrees to ensure that it, its **personnel** and subcontractors:
- (a) deliver the services at the, or at a higher, standard recognised as best practice in the relevant industry/profession and in a manner consistent with the purpose stated in Schedule Part A;
 - (b) meet the quality standards specified in Schedule Part K;
 - (c) provide services with due care, skill and diligence when dealing with any **person** or the property of any person;
 - (d) acknowledge that **DVA** operates under APS Values and the APS Code of Conduct that may be found on the websites <http://www.aspsc.gov.au/values/index.html> and <http://www.apsc.gov.au/conduct/index.html> or be provided on request;
 - (e) conduct activities under this **agreement** in a manner consistent with DVA's Service Charter which is available on the DVA website: Tenders and templates or be provided on request;
 - (f) in the delivery of the services, including while on DVA premises or using DVA equipment, comply with any **law**, and **Commonwealth** and DVA policy as notified by the **DVA Delegate** or **DVA Contract Manager**, relevant to the performance of this agreement, including the *Fair Work Act 2009*, anti-discrimination and occupational health and safety rules and procedures;
 - (g) if the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (Implementation Guidelines), August 2009, apply to this agreement, the contractor shall comply with the Code and Implementation Guidelines; and
 - (h) as far as practicable in the delivery of services, take measures that result in the reduction of waste/emissions and the better use of resources and, as necessary, consult with the DVA Contract Manager to agree on measures to achieve this aim.

5 Performance monitoring

- 5.1 DVA shall monitor the performance of the contractor, its personnel and subcontractors under this agreement and determine whether such performance has been satisfactory. If requested, the contractor must participate in a performance review and provide data relevant to the review. Failure to participate in a review or provide data will constitute unsatisfactory performance.
- 5.2 If, acting reasonably, DVA decides that the performance is unsatisfactory, then the Commonwealth may terminate this agreement in accordance with clause 25.4 [Specified Default].

6 Security and IT interoperability standards

- 6.1 **[Security]** If required in the performance of this agreement, the contractor consents, and, if necessary, to obtaining the consent of its personnel and subcontractors, to DVA, or the contractor where requested by DVA, obtaining appropriate security or police checks, in relation to the contractor, its personnel or subcontractors.
- 6.2 **[IT interoperability]** If relevant, the contractor warrants that it, its personnel and subcontractors have IT systems that enable full and non-disruptive connectivity to DVA's IT systems, eg, appropriate firewall and internet protocols.

— FINANCIAL MATTERS —

7 Payment and assistance

- 7.1 **[Costs, taxes, duties and government charges]** Unless otherwise provided in this agreement or separately in writing by DVA, all costs associated with implementation, disengagement and in the performance of this agreement including all taxes, duties and charges imposed or levied in Australia or overseas shall be borne by the contractor.

- 7.2 **[DVA's obligations]** DVA agrees to:

- (a) pay fees to and reimburse costs of the contractor in arrears unless otherwise specified in Schedule Part L or in a Work Order [clause 27.2]:
- as specified in Schedule Part L or a Work Order; and
 - within 30 calendar days after receipt of a correct tax/invoice provided that DVA accepts the services invoiced;

In addition to satisfying the conditions in clause 7.3, if relevant, a tax/invoice must contain:

- (i) sufficient detail to allow the **DVA Contract Manager** to clearly understand the relevant services or claim and timing to which the services/claim relates;
 - (ii) the address provided to DVA when the contractor registered as a supplier;
 - (iii) words [eg, Invoice No:] or letters and a unique number that identify the invoice;
 - (iv) words [eg, Order No:] and the Purchase Order Number provided by DVA at the time of purchase/order, or the name and business group of the DVA ordering official;
 - (v) for tax invoices - the GST payable and the GST inclusive value against each supply listed in the tax invoice; and
 - (vi) for tax invoices - the total GST amount and the total payable inclusive of GST.
- (b) provide reasonable assistance agreed in Schedule Part M;
- (c) if DVA requires the contractor, its personnel or subcontractor to attend an event, or otherwise incur costs, DVA may, at its discretion, pay or reimburse the contractor the costs directly associated with the activity, provided that:
- prior approval is obtained from the DVA Contract Manager for proposed expenditure including costs of transport, meals and accommodation; and
 - the costs are those not intended to be borne by the contractor under other terms of this agreement; and
 - all claims are supported by receipts or other appropriate supporting documentation; and
 - any air travel or hire car is arranged by DVA under a preferred travel provider contract or arranged under an alternative arrangement approved by a DVA officer who is authorised for this purpose.

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- 7.3 **[Tax invoice]** The contractor agrees to submit a tax invoice or, where applicable, an adjustment note, complying with the *A New Tax System (Goods and Services Tax) Act 1999* in relation to goods or services that are taxable supplies.
- 7.4 **[Withholding tax]** The contractor acknowledges that, unless it provides DVA with its Australian Business Number, DVA may need to withhold tax from payments.
- 7.5 **[Electronic payments]** As required, the contractor will provide account details to allow electronic payments to be made to the contractor.
- 7.6 **[Tax change]** If a variation to a tax affects this agreement, either party may seek, by written notice, a review of fees, reimbursements or assistance. If the review will potentially increase payments, the contractor agrees to substantiate to the DVA's satisfaction that:
- (a) any increases are attributable to the variation; and
 - (b) the contractor took all measures to minimise the effect of the variation.
- 7.7 In clause 7.6 [Tax change]:
- (a) 'tax' includes any tax, duty or charge from an Australian, State or Territory government; and
 - (b) 'variation' includes the introduction of, an increase in, a decrease in, or the abolition of a tax.
- 7.8 **[Deferment]** DVA may defer any payment until the contractor has completed, to DVA's reasonable satisfaction, a relevant aspect of the services, or prepared an appropriate tax/invoice, relating to the payment.
- 7.9 **[Discrepancies]** The contractor agrees that DVA may:
- (a) check and rectify discrepancies in any payments or assistance;
 - (b) offset any overpayment against future payments; and
 - (c) recover, as a debt, any money owing to DVA (plus reasonable interest), including any outstanding prepayment amount at a relevant end date.
- 7.10 **[Changes to ABN or GST]** The contractor agrees to notify DVA within 21 calendar days, or at the time of filing a tax/invoice, whichever is the earlier, of any change to its ABN, GST registration status or a cancellation of its ABN or GST registration.

— CONTRACT MANAGEMENT —

8 Communication and support

- 8.1 **[Representatives]** The contractor agrees to, at its own cost:
- (a) nominate an individual authorised to receive notices and to represent it, including to communicate appropriately with the **DVA Delegate** or **DVA Contract Manager** on a regular basis or as agreed;
 - (b) maintain good record keeping practices to assist with any contract management and accountability requirements generally; and
 - (c) provide its **personnel** or its subcontractors appropriate training for the performance of this **agreement** with particular regard to issues arising under clauses 13 to 18 inclusive [Transparency and Accountability].
- 8.2 **[Liaison]** The DVA Contract Manager is responsible for the management of this agreement and is authorised to help maintain communications. The DVA Contract Manager has no authority to vary this agreement.

9 Delivering notices

- 9.1 **[Format for notices]** Notices given by a party under this agreement must be in writing and (as applicable):
- (a) signed by the DVA Delegate and handed to the contractor or sent to the address in Schedule Part C or as the contractor notifies the DVA Delegate in writing; or
 - (b) signed by the contractor and handed to the DVA Delegate, or sent to the address in Schedule Part G or as the DVA Delegate notifies the contractor in writing.

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- 9.2 **[Timing for delivery]** Where a party has not acknowledged receipt of a notice, the notice may, in good faith, be treated as received:
- (a) on the date of delivery (if delivered to the appropriate place or **person**); or
 - (b) according to the ordinary postal timing (if sent by prepaid post); or
 - (c) on the next **business day** at the relevant location following dispatch (if transmitted electronically), provided that -
 - the sender's electronic system indicates that the transmission succeeded, and
 - the recipient does not promptly inform the sender that it was illegible.

10 Complaint handling

- 10.1 If a complaint is made that relates to this agreement:
- (a) the parties will determine and follow an agreed complaints handling procedure; and
 - (b) the contractor agrees to promptly notify the DVA Contract Manager about the complaint's nature, in particular where the contractor receives a complaint alleging an interference with the privacy of an individual by the contractor or any of its personnel or subcontractors; and
 - (c) the contractor agrees to allow DVA to intervene as it decides, including managing or settling the complaint.

11 Managing disputes

- 11.1 **[Internal processes]** The parties will act in good faith to speedily resolve potential disputes, including through involving appropriate senior personnel – although a party may at any time notify the other, in writing, that a formal dispute exists and its nature.
- 11.2 **[External processes]** If, after receipt of a notice under clause 11.1 [Internal processes], the parties do not resolve a formal dispute within 10 business days (or another period agreed in writing), the parties agree to act in good faith to resolve the dispute using external informal dispute resolution techniques, such as mediation, expert evaluation or determination, but not arbitration.
- 11.3 In particular, the parties will act in good faith to agree within the 10 business days (or a period agreed between them in writing) about:
- (a) the dispute resolution technique and procedures to be adopted;
 - (b) the timetable for all steps in those procedures; and
 - (c) the selection of an independent person required for the agreed technique.
- 11.4 If the parties cannot agree as above, then they will refer the dispute to the Australian Commercial Disputes Centre (ACDC), or equivalent, with the object of having the dispute settled by mediation.
- 11.5 The parties agree to bear their own costs in resolving a dispute other than the costs of an independent person which will be shared equally.
- 11.6 Unless a matter is the subject of the dispute, the parties will continue to perform their obligations under this agreement in spite of the dispute.
- 11.7 **[Non-applicability]** Clauses 11.1 [Internal processes] and 11.2 [External processes] do not apply to:
- (a) a party seeking urgent, temporary court intervention (eg, interlocutory relief); or
 - (b) DVA relying (including purportedly) on clause 24 [Compensated reduction or cancellation] or clause 25.4 [Specified default].

12 Transmission of information and documents

- 12.1 The following rules apply for the use of electronic communication:
- (a) transmission of 'personal information' within the meaning of the *Privacy Act 1988* (Cth) shall be transmitted in encrypted or protected form as agreed between the parties;
 - (b) notices and documents required to be signed or produced under this agreement [eg, invoices and reports] may be served by way of facsimile or by e-mail in Portable Document Format (PDF) or similar format compatible with DVA systems; and
 - (c) other information may be transmitted between the parties by any other electronic system or means, eg, SMS or e-mail.

— TRANSPARENCY AND ACCOUNTABILITY —

13 Government framework

- 13.1 **[Definition: 'accountability personnel']** In this clause 13, 'accountability personnel' means an individual performing statutory or parliamentary functions, including as authorised by the Auditor-General, the Ombudsman, the National Archives of Australia, the Privacy Commissioner, Parliament, or a Parliamentary Committee, and the contractor acknowledges that any of these may name the contractor in a public report or comment lawfully on this agreement.
- 13.2 **[Access]** The contractor agrees to provide, or arrange, prompt reasonable access for DVA (including the DVA Delegate or DVA Contract Manager) and Commonwealth 'accountability personnel', to:
- (a) premises where the services are, or were, being undertaken or delivered, including by its personnel and subcontractors; and
 - (b) DVA material, wherever located, including any system connected with the performance of this agreement.
- 13.3 **[Informed consent]** Where the contractor, its personnel or subcontractors collect personal information, including medical or financial details, from an individual in the performance of this agreement, the contractor, personnel or subcontractor shall obtain the informed consent of the individual to the disclosure to, or access by, DVA or 'accountability personnel' to that information. This may be achieved by noting that the individual was made aware that information of that kind could be accessed by DVA or 'accountability personnel'.
- 13.4 **[DVA Contract Manager to be involved]** If 'accountability personnel' approach the contractor direct, then the contractor agrees to immediately seek directions from the DVA Contract Manager about appropriate steps to take. For example, DVA may need to raise issues such as privacy, confidentiality, security, immunity from disclosure or the need for appropriate warnings.
- 13.5 **[Administrative law]** The contractor agrees to cooperate with DVA in its obligations under administrative law. This includes cooperation in the handling of requests for access and applications for review of decisions under the *Freedom of Information Act 1982*. It also includes cooperating in relation to procedures regarding any administrative review tribunal or as if the contractor were a 'Commonwealth Institution' under the *Archives Act 1983*.

14 Privacy

- 14.1 This clause applies when the contractor, its personnel or subcontractor collects or receives 'personal information' as defined in the *Privacy Act 1988* (the Privacy Act).
- 14.2 The contractor agrees to comply with section 95C of the Privacy Act relating to disclosure of certain provisions of Commonwealth contracts.
- 14.3 The contractor agrees not to engage, or permit or authorise its personnel or subcontractor to engage, in any act or practice that would breach whichever of the following provisions of the Privacy Act as are applicable:
- (a) the Information Privacy Principles under section 14;
 - (b) the National Privacy Principles (NPPs), especially NPPs numbered 7 to 10 under section 16A and Schedule 3; or
 - (c) an Approved Privacy Code, and
 - (c) section 16F (direct marketing).
- 14.4 The contractor agrees to:
- (a) comply with policies of the Federal Privacy Commissioner, and DVA directions implementing the guidelines and recommendations of the Federal Privacy Commissioner, relating to the management of 'personal information';
 - (b) cooperate with any reasonable demands or inquiries made by the Federal Privacy Commissioner; and
 - (c) comply with DVA's prohibition against trans-border flows of 'personal information' and refrain from exporting personal information without prior written approval of DVA.

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- 14.5 The contractor agrees to indemnify DVA in respect of any loss, liability or expense suffered or incurred by DVA arising out of or in connection with a breach of the obligations under this clause by the contractor, its personnel or subcontractor or any misuse of 'personal information'. Such indemnity will be reduced proportionately to the extent that the loss, liability or expense arises from DVA's unlawful act, omission, wilful misconduct, negligence or breach.

15 Confidential information not to be disclosed

- 15.1 Subject to clause 15.2, a party must not, without the prior written consent of the other party, disclose to a third party information about the terms or the performance of this agreement which is by its nature confidential.
- 15.2 The restrictions imposed by clause 15.1 shall not apply to the disclosure of any information:
- (a) which is now in or later comes into the public domain or which is obtainable with no more than reasonable diligence from sources other than the parties;
 - (b) which is required or authorised by law to be disclosed to any **person** who is authorised by law to receive the information;
 - (c) to a court, arbitrator, mediator or administrative tribunal in the course of proceedings before them to which the disclosing party is a party;
 - (d) is disclosed to the responsible Minister, or by the responsible Minister in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia; the Australian National Audit Office (ANAO); or, where the contractor is a state or territory, to the responsible Minister of the relevant state/territory parliament or to the state/territory audit office;
 - (e) is shared by DVA within its organisation, or with another agency, where this serves the legitimate interests of the Commonwealth;
 - (f) is disclosed by a party to its personnel or subcontractor in order to comply with obligations under this agreement; or
 - (g) that is required to be published under Commonwealth government and procurement requirements, eg, nature, value and parties to this agreement.
- 15.3 Where a party discloses information pursuant to clauses 15.1 and 15.2, the disclosing party must notify the receiving party that the information is confidential information and, where appropriate, obtain the receiving party's agreement that the information will be treated as confidential.
- 15.4 Nothing in this clause 15 derogates from any obligation which either party may have either under the *Privacy Act 1988* (Cth), or under this agreement, in relation to the protection of personal information.

16 Media management

- 16.1 The contractor must obtain approval from DVA prior to the public release of any information or reference whatsoever relating to the services and deliverables outlined in Schedule Parts A and I of this agreement. The Contractor shall remain subject to the obligations under clauses 14 and 15 in relation to all media releases.

17 Conflict of interest

- 17.1 The contractor warrants that, after diligent inquiry and to the best of its reasonable knowledge, no potential conflict of interest arises from entering into this agreement, including anything:
- (a) restricting the fair conduct or delivery of the services; or
 - (b) affecting DVA adversely.
- 17.2 **[Future]** The contractor agrees not to engage in activities, or obtain interests, creating a potential conflict of interest of itself, its personnel or subcontractors in the performance of this agreement.
- 17.3 The contractor shall notify DVA Contract Manager immediately it becomes aware of any actual or potential conflict of interest.

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- 17.4 DVA may consult the contractor in determining an approach to avoid or manage any real or potential conflict of interest but reserves the right to decide an approach without consultation with the contractor.

18 Protective security

- 18.1 In this clause 18, 'security classified information' means information that has a security classification determined in accordance with the Protective Security Manual.
- 18.2 **[Protective security reporting and compliance]** If the contractor or its personnel or subcontractors will have access to 'security classified information', the Contractor agrees to, and will ensure its personnel or subcontractors:
- (a) comply with security requirements including the storage, handling and processing of such information, in accordance with security requirements for the protection of that information, as notified by DVA under this agreement from time to time;
 - (b) ensure that DVA material is not accessible by any means by unauthorised persons;
 - (c) participate, and provide full cooperation, in security reviews of the security procedures implemented, on an annual basis or as otherwise agreed;
 - (d) immediately report any security incidents (confirmed promptly in writing), including violations and breaches, including steps taken by the contractor to address these; and
 - (e) recommend security improvements as soon as practicable.
- 18.3 **[Protective security access]** Without derogating from any other right of access, DVA personnel may at any time have access (for security reviews, security audit requirements and security performance monitoring, including in the presence of contractor personnel if required by DVA) to:
- (a) any premises or site of the contractor or subcontractor used in connection with this agreement; and
 - (b) any DVA material under the control or custody of the contractor.
- 18.4 **[Legal rights]** In connection with 'security classified information', the contractor:
- (a) warrants that, at the date of entering into the agreement, no third party has any legal rights in favour of a third party, that have not been disclosed in writing to DVA; and
 - (b) agrees that it, its personnel or its subcontractors will not at any time create, or arrange with a third party to create, any legal rights in favour of a third party, without prior written approval from DVA which may be on any conditions.
- 18.5 **[Undertakings]** The contractor agrees to ensure its personnel and subcontractors understand this clause 18 and that they agree to give undertakings, or consent to personal checks, in a form DVA may require, to sustain this clause 18.
- 18.6 **[Warranty]** The contractor agrees to provide DVA, at DVA's request, at any time, with a written warranty that no breach of this clause 18 has occurred.
- 18.7 **[Breach]** DVA may rely on clause 25.4 [Specified default] if it is satisfied that the contractor, its personnel or subcontractor is in breach of this clause 18.

— OWNERSHIP AND LICENCES —

19 Ownership and custody of material including intellectual property rights

- 19.1 **[Ownership of material]** Ownership of **contract material** shall vest exclusively in the **Commonwealth** on creation.
- 19.2 **[Intellectual property rights]** Subject to clause 19.3 the **contractor** agrees to assign ownership of intellectual property rights in contract material to DVA on the creation of the contract material.
- 19.3 **[Ownership]** Ownership of intellectual property rights in:
- (a) any DVA material remains at all times vested in DVA;
 - (b) **existing material** remains unaffected by this clause 19.

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- 19.4 **[Licence granted by contractor]** Unless otherwise specified in this agreement, to the extent that DVA needs to use any of the:
- (a) contractor's **existing material**; or
 - (b) any **third party material** used by the contractor for the purposes of this agreement, to receive the full benefit of the services and the contract material, the contractor must grant or obtain for DVA prior to delivery of the contract material, an irrevocable, perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify, and exploit that **material** for? DVA's own internal, non-commercial purposes only.
- For the purpose of this clause 19.4, the Contractor will identify relevant **existing material**, including any **third party material**, on delivery of the **contract material** to DVA.
- 19.5 **[Licence granted by DVA]** Unless otherwise specified in this agreement, to the extent that the contractor needs to use any of the:
- (a) DVA material; or
 - (b) contract material,
- for the purpose of performing its obligations under this agreement, DVA grants to the contractor for the term of this agreement a royalty-free, non-exclusive, non-transferable licence to use, reproduce and adapt such material solely for the purpose of providing the services.
- 19.6 **[Warranty]** For the purpose of this clause 19 the contractor warrants that it is entitled, or will be entitled at relevant times, to assign or license relevant intellectual property rights.
- 19.7 **[Use and protection of DVA material]** The contractor agrees to ensure that it, its **personnel** and subcontractors:
- (a) use DVA material for the purposes of this agreement;
 - (b) store and protect DVA material from damage or loss;
 - (c) promptly notify the **DVA Contract Manager** about any potential loss of DVA material;
 - (d) meet the reasonable requirements of the DVA Contract Manager regarding the need to repair or replace DVA material;
 - (e) ensure that neither it, its personnel nor its subcontractors seek or obtain a lien or mortgage over any DVA material;
 - (f) make no disposal, or transfer of custody or ownership, of any DVA material that equates to a 'Commonwealth record' under the *Archives Act 1983*, without written Commonwealth approval, including from the National Australian Archives; and
 - (g) promptly deliver to the DVA Contract Manager DVA material which it holds or controls on any relevant end date.

For the purpose of this clause 19.7, **contract material** is deemed to be **DVA material**.

20 Moral Rights

- 20.1 The contractor genuinely consents and warrants that any individuals comprising its personnel consent to the Commonwealth or its personnel doing any act or omission that would otherwise constitute an infringement of 'moral rights'. In interpreting this consent, it applies to:
- (a) moral rights including the right of attribution of authorship; the right of integrity of authorship; and the right of false attribution;
 - (b) any material, including literary, dramatic, musical or artistic works or cinematograph films, incorporated in any contract material;
 - (c) any individual who is an author or a joint author of relevant material; and
 - (d) the full extent possible in **law**, and outside Australia, including acts or omissions that may occur at any time, including as before the agreement start date.
- 20.2 For the purposes of this clause 20 and without limiting clause 19 or 20, the contractor must procure from each of its personnel and/or subcontractors performing any of the services in relation to this agreement, the assignment of intellectual property rights and consent in respect of moral rights for the benefit of the Commonwealth. The contractor must arrange for each assignment and/or consent to be given promptly and prior to the contractor's personnel and/or subcontractors commencing performance of any of the services consistent with this agreement.

— RISK MANAGEMENT —

21 No employee, partner or agent status

- 21.1 **[Independent contractor]** The **contractor** acknowledges that it;
- (a) has entered into this **agreement** as an independent contractor;
 - (b) under this agreement, it gets paid to achieve specific outcomes;
 - (c) supplies its own **personnel**, subcontractors and equipment for delivery of the services;
 - (d) bears the risks, including liability for defective work;
 - (e) is not entitled (nor its personnel nor its subcontractors) to claim from **DVA** employment entitlements, including annual, sick or long service leave, workers' compensation, superannuation or pension benefits or to have **DVA** make contributions to a fund for the provision of superannuation or pension benefits to the contractor (nor its personnel nor its subcontractors) and acknowledges that the fees payable contain components to cover those benefits; and
 - (f) will not represent itself, and agrees to ensure that its personnel and subcontractors do not represent themselves, as:
 - (i) being an employee, agent or partner of **DVA** (or its personnel); or
 - (ii) able to bind or represent **DVA** (or its personnel) beyond any express authority given by **DVA**.

22 Insurance

- 22.1 **[Insurance]** The contractor must maintain full levels of insurance cover to properly protect its and **DVA**'s interests and warrants that it has and will maintain:
- (a) public (and products) liability insurance for not less than \$10,000,000 per claim;
 - (b) professional indemnity type insurance for not less than \$5,000,000 per claim; and
 - (c) workers' compensation insurance as required by State/Territory law.
- 22.2 The contractor further warrants that any subcontractor used in the performance of the services has, and will maintain, appropriate insurance.
- 22.3 Professional indemnity cover by the contractor and any subcontractor must be maintained for a period of 6 years after the termination of this agreement or the expiry of services, whichever is the later.
- 22.4 The contractor agrees to provide copies of certificates of currency, schedules of cover, or insurance policies to the **DVA Contract Manager** upon request, including details of limits on cover.

23 Indemnity

- 23.1 The contractor indemnifies **DVA**, its personnel and subcontractors from any loss (including reasonable legal costs and expenses), or liability for any loss that is recognised at **law**, to the extent that such loss or liability was caused by any breach of a statutory obligation, negligent act or any omission (whether contractual or otherwise) of the contractor, its personnel or subcontractors in connection with this agreement.
- 23.2 **[Scope of liability]** The contractor's liability under clause 23.1:
- (a) will not exceed the full amount of the relevant loss; and
 - (b) is reduced proportionally to the extent that **DVA** was at fault in contributing to the loss; but
 - (c) does not exclude any other legal rights available to **DVA**.

23 Compensated reduction or cancellation

- 24.1 **[DVA may reduce or cancel services]** **DVA** reserves the right to reduce the scope of, or cancel this agreement, at any time where there is a significant change in **Commonwealth** policy, including the introduction of centralised procurement of goods and services, or where there is a change in control or ownership of the contractor, by written notice stating any end date(s).
- 24.2 **[What the contractor must do in response to notice]** Upon being given notice under clause 24.1 the contractor agrees to:
- (a) stop relevant aspects of the services from the revised end date;
 - (b) continue with aspects of the services not affected by the notice; and

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- (c) promptly prepare an invoice for payment to the relevant end date (bearing in mind the limitation on compensation stated in clause 24.3).

24.3 **[Limitation of liability]** DVA's liability to compensate under clauses 24.1 and 24.2 extends only to:

- (a) paying fees, reimbursing costs and providing assistance for services
- rendered before the relevant end date; and
 - continuing, where reduced, after the relevant end date with payment reduced proportionately to match the remaining reduced services; and
- (b) compensating the contractor for costs reasonably incurred and directly attributable to the reduction or cancellation

up to a limit of the reasonable total payments that it otherwise would have paid, and not to cover prospective profits the contractor might have lost.

25 Default and termination procedures

25.1 **[Cooperation]** Where a party has breached this agreement in any way (default), it should take active measures to rectify the default as soon as possible, including discussing appropriate options with the other party.

25.2 **[Rectification notice]** Where a party may reasonably rectify a default, the other party may give it a written notice requiring rectification within:

- (a) 10 **business days**; or
- (b) any other period to which the parties agree in relation to the relevant form of default.

25.3 **[Termination for default]** If a party cannot reasonably rectify a default under clause 25.2 [Rectification notice], the other party may, by written notice stating any end date(s), terminate this agreement:

- (a) partially, regarding sufficiently severable aspects of this agreement; or
- (b) fully.

25.4 **[Specified default]** DVA may terminate this agreement partially (regarding sufficiently severable aspects) or fully, by written notice stating any end date(s), if the contractor:

- (a) as an individual, becomes bankrupt or enters into a scheme of arrangement with creditors;
- (b) as a body corporate, becomes subject to a form of external administration, including under the corporations law;
- (c) has its right to practice cancelled, or if a personnel or subcontractor providing services under this agreement has its right to practice cancelled; or
- (d) defaults in a manner that provides DVA with legal rights to terminate immediately, including regarding a matter noted under this agreement that provides rights to terminate under this clause 25.4, except in relation to clause 24.1.

25.5 **[Rights reserved]** A party may exercise its legal rights under this clause 25 without prejudicing any other legal rights that may accrue at any time.

25.6 The contractor agrees to meet the reasonable direct costs or expenses that DVA incurs in securing (but not the fees of) another supplier to deliver services because of the termination of this agreement under clause 25.4.

— INTERPRETING THIS AGREEMENT —

26 Interpretation

26.1 In this **agreement**, unless the contrary intention appears:

- (a) citations of statutes are to statutes of the **Commonwealth**;
- (b) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (c) a reference to a **law** or publication includes a reference to that law or publication as amended or replaced;
- (d) a reference to a clause includes any subclause or paragraph within it;
- (e) words and phrases are to be interpreted by reference to clause 32;

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- (f) where a word or phrase is given a defined meaning (appearing in bold in defined terms and when first occurring in a part or schedule to this agreement), any other part of speech or other grammatical form in respect to the defined term or phrase has a corresponding meaning;
- (g) a reference to a sum of money is in Australian currency;
- (h) words in the singular include the plural and vice versa;
- (i) a reference to a gender denotes any other genders;
- (j) a reference to the word 'include' or 'including' is to be construed without limitation;
- (k) if the day on which any act, matter or thing is to be done under this agreement is not a **business day**, the act, matter or thing must be done on the next business day; and
- (l) a clause will not be construed to the disadvantage of the party who proposed it.

27 Status of agreement

27.1 This agreement expresses the parties' intention to create legal relations.

27.2 Where services are required on an ad-hoc basis, this agreement forms a *standing offer* under which a specific contract for services (or supplies) may be accepted by **DVA**, on the following conditions and through the following process:

- (a) An 'ordering official' will order services in writing (Work Order) as the need for the services arises. Each order issued to the contractor shall constitute a discrete contract between the parties for the services. Each discrete contract shall be subject to and incorporate the terms and conditions of this agreement;
- (b) DVA shall not be liable for any work which the 'ordering official' has not requested in writing through the issue of an Work Order;
- (c) DVA does not bind itself to any exclusive arrangement, to order any specific quantities of the services or to engage any quantity at all, but reserves the right to engage such quantity of the services as may be required during the period of this agreement, according to the requirements of DVA;
- (d) Nothing in this agreement shall give rise to any right of the contractor to exclusively provide services required under this agreement; and
- (e) For the purposes of this clause, an 'ordering official' shall be the **DVA Delegate** or the **DVA Contract Manager**.

28 Entire agreement and status

27.1 This agreement constitutes the entire understanding of the parties on the subject matter herein and everything else that occurred before the making of this agreement shall be disregarded.

27.2 Legal rights under this agreement are cumulative unless they have, specifically, been exercised or waived.

29 Applicable law

29.1 The applicable law is that stated at Schedule Part N.

30 Priority

30.1 The following order of priority applies to resolving any inconsistency that may arise between aspects of this agreement:

- (a) a clause prevails over;
- (b) the Schedule, which prevails over;
- (c) an Attachment.

31 Variation, novation, assignment and severance

31.1 [**Variation**] This agreement can only be varied in writing, signed by the DVA Delegate and by the contractor's authorised representative(s).

31.2 [**Novation and assignment**] If the contractor considers transferring its legal rights and obligations under this agreement, wholly by Deed of Novation, or partly by Deed of Assignment, to any other **person**, the contractor agrees to:

- (a) promptly notify DVA of its intentions, explaining the issues;
- (b) provide any information required by DVA about persons involved in a potential transfer; and
- (c) if approved by DVA, execute an appropriate document, as required by DVA.

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- 31.3 **[Severance]** If any law renders a provision of this agreement invalid, void or unenforceable, then the parties will attempt to rectify the consequences by negotiations in good faith.

32 Definitions

- 32.1 In this agreement, unless the contrary intention appears:

Agreement	This deed of agreement includes the clauses, schedules and attachments but does not include the title page, table of contents, headings or words in square brackets ('[]'): however, these may help clarify any inconsistencies.
Business day	Means a day on which the offices of both parties are open for business to the public.
Commonwealth	Means the Commonwealth of Australia.
Contract material	Means all material (including as described in Part I [Services and deliverables]): (a) brought into existence, for this agreement's purpose under Part A [Purpose], and (b) copied or derived from the material in paragraphs (a).
DVA Contract Manager	Means the individual holding or performing the duties of the position described in Schedule Part H or another individual or position as the DVA Delegate nominates in writing.
DVA Delegate	Means the individual holding or performing the duties of the position described in Schedule Part G or another individual or position as the Secretary or a General Manager of the Department of Veterans' Affairs nominates in writing.
DVA material	Means contract material and material that the Commonwealth , including DVA , provides under this agreement , or that the contractor, its personnel or its subcontractor obtains from the Commonwealth, or material copied or derived from those materials.
Existing material	Any material in existence at the commencement of this agreement or created, at any time, independently of this agreement and includes all Intellectual Property in that material .
Illegal worker	Means an individual who: (a) has unlawfully entered and remains in Australia, (b) has lawfully entered Australia but remains in Australia after his/her visa has expired, or (c) is working in breach of his/her visa conditions.
Intellectual Property	Means all rights resulting from intellectual activity whether capable of protection by statute, common law or in equity and including copyright, discoveries, inventions, patent rights, registered and unregistered trade marks (including service marks), design rights, circuit layouts and plant varieties and all rights and interests of a like nature including but not limited to methods and technologies, together with any documentation relating to such rights and interests.
Intellectual property rights	Includes all rights whether at common law or conferred by statute, right to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know-how, throughout the world for the full period of the rights and all renewals and extensions.
Law	Includes any relevant: (a) Legislation, whether primary, delegated or subordinate, of the Commonwealth or a, State, Territory or local government, or (b) Judicial ruling (including under the common law or the rules of equity).
Material	Means any object (including any goods, equipment, and deliverables), record (including as defined under the <i>Archives Act</i> 1983), document, software, information, or subject matter in which intellectual property rights subsist.
Person	Includes an individual, a body corporate (eg, an incorporated association, a statutory authority or a company, including a financial or trading corporation), a body politic (eg, a government), an office, commission, authority, committee, tribunal, board, institute, trust, partnership or any other organisation or unincorporated association.

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Personnel	Includes any party's officer, partner, employee, agent, volunteer, bailee, executor, administrator, substitute, successor, licensee or assignee but - when applied to one party - does not include the other party or that other party's personnel.
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THE SIGNATURES PAGE

THIS AGREEMENT IS EXECUTED AS A DEED.

Signed, sealed and delivered for and on behalf of: University of South Australia		
by: Professor Peter Høj, Vice Chancellor University of South Australia		
Signature and date	s 47F	01/07/2010
Witnessed by:	s 47F	
Signature and date:	s 47F	01/07/2010

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia, the Repatriation Commission and the Military Rehabilitation and Compensation Commission.		
by: Ms Judy s 47F National Manager Primary Care Policy		
Signature and date	s 47F	6/7/2010
Witnessed by:	s 47F	Wandy
Signature and date:	s 47F	6/7/2010

Attachment A – Statement of Work

[Reference: Part I(a)(1), (2) & (3) & Part I(b)]

1. Purpose

The purpose of this Attachment is to describe the Services to be provided by the Contractor as referred to in Part I of the Schedule.

2. Services

As stated in Part I of the Schedule, the Services to be provided under this Statement of Work includes:

2.1 *Delivery of the Veterans' MATES Program*

- 2.1.1 Veterans' MATES activities will be primarily concerned with maintaining the high standards of the existing service, including identification, preparation and delivery of subsequent modules.
- 2.1.2 The Contractor will establish Agreement arrangements by:
 - (a) formalising a Memorandum of Agreement with consortium members; and
 - (b) recruiting required new staff, including subcontractors
- 2.1.3 The Contractor is to:
 - (a) work with DVA at a strategic and operational level to deliver program objectives;
 - (b) conduct retrospective analysis of the DVA's data sets including prescriptions claims, Medicare Benefits Scheme claims, hospitals claims and any other data set agreed to be used by DVA;
 - (c) utilise analytical capabilities to deliver targeted patient specific information to the individual veteran's prescriber;
 - (d) undertake additional evaluation focused on providers who participate in multiple modules; and
 - (e) undertake service delivery of LMO, pharmacist, veteran, and health specialist education and mail out services in accordance to the project plan.
- 2.1.4 DVA will provide the Contractor with access to the following Material:
 - (a) DVA's patient provider and prescription claims data; and
 - (b) access to DVA data sets will be provided on a case-by-case basis following Contractor itemised requests.
 - (c) Patient provider and prescription claims data will be transferred under the Contractor's arrangements with DVA.
- 2.1.5 The Contractor is to use data which identifies veterans and links them to their primary prescriber. The prescribers will be provided with a list of veteran patients and offered assistance in facilitating medication reviews in those patients that meet specific risk criteria. Prescriber education material will be supplied as part of the module.
- 2.1.6 The key milestones for the completion of Services and/or delivery of Products are listed in Table 2 - Frequency of deliverables.

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Table 2: Frequency of deliverables

Deliverable	Frequency
Data Base Analysis	A minimum of four times per year
Healthcare Trends and Program Direction Advice	Ongoing
Prescriber education material	Ten times within the 3-year Agreement period with an objective of four times per year
Veterans' educational material	Ten times within the 3-year Agreement period with an objective of four times per year
Other Health Professional Education material ie. Pharmacists	Ten times within the 3-year Agreement period with an objective of four times per year
Prescriber Response Evaluation	In conjunction with the issue of education material
Veteran Response Evaluation	In conjunction with the issue of education material
Other Health Professional Response Evaluation	In conjunction with the issue of education material
Publication of clinical studies and program outcomes	High profile and widely read professional journals to be targeted.
Health professional conferences	Objective of 2 local and 1 international conference per year.
Approved innovative projects	Undertaken in accordance with approved Work Orders.
Identification of candidate projects	Progressive
New deliverables	As specified in Work Orders.

2.1.7 In the final year of the Agreement, the Contractor will deliver a final program evaluation report at the end of year three, or in the event of an Agreement extension, the final year of the Agreement.

2.1.8 The Contractor is to develop a plan for the disengagement from the services and program 12 months in advance of the Agreement ending to ensure a smooth transition. This will include but not be limited to:

- (a) skills transfer to DVA staff or other contractors through joint training sessions;
- (b) provision of education and communication material and manuals developed throughout the Agreement period;
- (c) provision of all articles and presentations developed throughout the Agreement period;
- (d) return of all data in a secure manner;
- (e) conduct of debriefing sessions with key DVA personnel; and
- (f) provision of full documentation on all computer programs used in the delivery of the program including systems design.

2.1.9 The Contractor will submit a draft final program report within 30 calendar days prior to the third anniversary of the Agreement commencement, or if extended the final year of the Contract.

2.1.10 The Contractor will submit a final program report inclusive of financial statements within 60 days of the Contract end date.

2.1.11 Key project risks primarily relate to delivery mechanisms and target group behaviour. The Contractor is to:

- (a) manage the project risk in compliance with the University's ISO 9001 procedures based on the Australian Standard AS 4360;
- (b) undertake a risk assessment and associated risk management strategy within 30 working days of Agreement execution;
- (c) implement the risk management strategies; and
- (d) review the risk assessment every six months and discuss with DVA.

2.2 *Enhancements and maintenance of the core program including the existing Veterans' MATES website*

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- 2.2.1 The Contractor is to incorporate enhancements into the core program and evaluate and report on their success. The enhancements are only to be incorporated where it is expected that the program would benefit from their employment. The enhancements include, but are not limited to:
- (a) inclusion and linkage of other DVA health databases such as RAPTOR and Allied Health.
 - (b) integration with existing QUM programs with established funded QUM services.
 - (c) modified therapeutic brief for accredited pharmacists.
 - (d) additional mail out to prescriber specialists where appropriate, listing their veteran patients.
 - (e) enhance and maintain the existing MATES website.
- 2.3 *Development and delivery of innovative projects consistent with the objectives of the Veterans' MATES*
- 2.3.1 From time to time, the DVA may request the Contractor to conduct innovative projects or undertake other services in conjunction with delivery of the core program. Innovative "candidate" projects or additional services might be suggested by either the DVA or the Contractor.
- 2.3.2 Unless otherwise agreed by the Parties in writing, innovative projects will be initiated, conducted and delivered in accordance with the procedures and requirements described below. The conduct of additional services are to be agreed between the Parties and are subject to the issue of a Work Order.
- 2.3.3 *Project Briefs* - An innovative project may be identified by either the DVA or the Contractor but project briefs and business cases will primarily be prepared by the Contractor. A candidate project brief is prepared in accordance with the template in Attachment B and presented to the Program Management Committee (PMC) for consideration. The PMC will determine if the proposal should proceed to the development of a candidate project business case.
- 2.3.4 *Business Case* - Development of a business case is dependent on approval of a candidate project brief. A business case is prepared in accordance with the template in Attachment C and presented to the Program Management Committee (PMC) for consideration. The PMC will decide if a project will be initiated. Where a business case is approved, DVA may issue a Work Order in the format of the template in Attachment D. The issue of a work order is dependent on approval by the DVA delegate. There is to be no expectation of the timeliness with which DVA will issue a work order, or indeed, that DVA will issue a work order at all.
- 2.4 *National Roll Out of Innovative Projects* - Where an innovative project is considered to be successful, or where a project brief has been approved, a business case for a national roll out may be submitted. National roll out of an innovative project is dependent upon the issue of a work order.
- 2.5 *PhD Scholarships* - A maximum of two PhD scholarships to the value of \$35,000 per scholarship per year may be funded for the three-year duration of the Agreement. The graduate scholars will be located within approved project initiatives and the topics will be set in consultation with DVA. The students will not replace key research staff, but they will provide a steady stream of high quality publications to disseminate learnings, as well as establish a critical mass of highly qualified individuals who are expert in this area.
- Conditions governing award and operation of the scholarship are:
- (a) The Contractor is to propose graduate students who have potential to contribute to veteran well being and the conduct of an innovative project;
 - (b) Nominations for the first scholarships are to be provided to DVA within two (2) calendar months from Agreement execution;
 - (c) The Contractor is to supervise the work of the graduate student;
 - (d) A report on the progress of the research is to be provided to the Department every four months;
 - (e) The research is to be completed within three years;
 - (f) Topics of PhD theses will be approved and agreed between the Parties.

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- 2.5.1 The Contractor agrees to provide a draft copy of the Thesis to DVA for DVA's consideration of any matters in the Thesis which may be of reasonable concern. DVA will provide comments within 60 days of receipt of the draft Thesis. The Parties will reach agreement by negotiation.
- 2.5.2 The Contractor will nominate students for initial PhD scholarships within 2 calendar months of Agreement execution.
- 2.5.3 The Contractor will submit a research progress report every 6 calendar months from scholarship allocation.
- 2.5.4 The Contractor will submit the final report within 36 calendar months of scholarship allocation.

Attachment B – Project Brief Template

[Reference: Attachment A 2.3.3]

1. Purpose

The purpose of this Attachment is to describe the form of the Project Brief Template and the information necessary to enable a decision as to whether to develop a business case to obtain the funding necessary for the project to go ahead.

2. Project Brief Content

The Project Brief will initiate consideration of a candidate project. The Project Brief will contain all information appropriate to each section which is readily available and will describe:

<i>Overview</i> - Overview of the candidate project, including background, history and supporting documents.
<i>Context</i> - How the candidate project fits into the overall Veterans' MATES, how it assists in meeting overall objectives.
<i>Business Imperatives</i> - Definition of what the candidate project hopes to achieve.
<i>Objectives and Scope</i> - Description of probable objectives and scope.
<i>Critical Success Factors</i> - Statement of the probable factors that will result in a successful project.
<i>Stakeholders</i> - List known potential stakeholders and indicate their level of involvement.
<i>Risk</i> - Identify known risks.
<i>Major Benefits and Opportunities</i> - Brief discussion of the benefits and opportunities expected if the candidate project proceeds. The business effort needed to reach the desired result should be noted.
<i>Assumptions and Dependencies</i> - State any specific assumptions known about the candidate project. State any known "things" on which the project might depend.
<i>Other Relevant Information</i> - State all other relevant information about the candidate project. This might include international experience.
<i>Major Activities</i> - Indicate the major activities and timings associated with the preparation of a business case.
<i>Existing Documents</i> - Include a statement of related documents.
<i>Related Projects or Activities</i> - Brief details of other projects or activities related to this project.
<i>Glossary of Terms</i> - Glossary of Terms relating to this Project Brief

Attachment C – Business Case Template

[Reference: Attachment A 2.3.4]

1. Purpose

The purpose of this Attachment is to describe the form of the Business Case and the information necessary to make a decision as to whether to initiate the project and to obtain the funding necessary for the project to go ahead.

2. Business Case Content

The Business Case will provide the foundation for the innovative project and will reflect the importance and complexity of the project. The Business Case will contain all information appropriate to each section which is readily available and will describe:

Background

Overview – Overview of Business Case
Objectives - At a minimum, this needs to include the major objectives of the candidate project.
Scope - At a minimum, this needs to include the major inclusions / exclusions for the project.
Stakeholders - At a minimum, this needs to include the critical / major stakeholders.
Assumptions – Assumptions relating to Business Case
Risk analysis - At a minimum, this needs to include key risks, probability of occurrence and preliminary mitigation strategies.
External Dependencies – External Dependencies relating to Business Case
Legislative / Policy / Privacy Framework - At a minimum, this needs to include significant potential legislative / policy / privacy issues.
Business Impact - At a minimum, this needs to include areas that might be affected and the type of impact.
Major Benefits and Opportunities - At a minimum, this needs to include what the major benefits and opportunities may be and how they may manifest. Any thoughts on benefit harvesting, e.g. whether it will be difficult / straightforward to harvest that benefit.
Cost Benefit Analysis - Much of this information will be at a level which will ultimately need to be refined. Significant figures may indicate a variance of plus or minus percent.
Deliverables - At a minimum, this needs to include a broad description of project deliverables.
Project Management Plan - At a minimum, this needs to include a high level description of the planned stages, milestones, activities, and tasks, when they should be started / completed, and associated costs.
Statement of Work - At a minimum, this needs to include the details and specifications of the services to be provided during the course of the statement of work, including a timetable for their provision.
Project Documentation – Project related documents
Intellectual Property - In particular, it must describe the most important intellectual property which

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will be required for use in the project and must identify the people who currently own such intellectual property.
Financial Undertaking - In particular, it must state whether it is possible, and if so estimate the probability, that the amount currently available to DVA under the existing financial undertaking will be sufficient to cover all losses and liabilities of the Commonwealth which may reasonably be incurred in conjunction with, or result from, the project.
Insurances - In particular, it must state whether it is possible, and if so estimate the probability, that the level and type of coverage (taking into account any exclusions or other limitations) under the existing insurance policies of the Contractor will be sufficient to cover all the Contractor's liabilities in respect of losses and liabilities of DVA which may reasonably be incurred in connection with, or result from, the project.
Procurement Strategy - At a minimum, this needs to include any significant third party procurements that the project might require.
Stakeholder Involvement Strategy - At a minimum, this needs to include a high level description of strategies to involve key stakeholders such as Local Medical Officers and veterans.
Quality Approach – Relating to Business Case
Performance Measurement Criteria – Relating to Business Case
Related Projects – Relating to Business Case
Implementation Strategy - At a minimum, this needs to include any specific information that is necessary to make a go / no go decision for the project.
Training Strategy – Relating to Business Case
Communications and Marketing Strategy - The extent of the information here will be largely dependent on the nature of the overall project and the identified risks.
Post Implementation Review – Relating to Business Case
Impact on Core Services - At a minimum, this needs to include the areas of core services that may be impacted and whether any core services may be required.
Glossary of Terms – Relating to Business Case

Attachment D – Work Order

[Reference: Part I, Attachment A 2.3.4]

1. Purpose

The purpose of this Attachment is to describe the form of the Work Order.

2. Work Order

WORK ORDER DETAIL	Agreement Reference	DETAILS
Work Order Number		
Purchase Order Number		
Date of Order		
Customer		Department of Veterans' Affairs
Supplier		University of South Australia
Specification of the Services to be provided		
Acceptance		
Details of Products and Services and method of purchase		
Specified Personnel		
Delivery Conditions		
Additional Information		
Intellectual Property Rights		
Customer Furnished Items		
Price		
Payment plan		
DVA Contact		
Signed for and authorised by DVA's Representative.		
Signed for and on behalf of Contractor by Contractor's Agreement Representative indicating that Contractor agrees to comply with the terms of the Agreement created by this Work Order and the Terms of Agreement		

Attachment E – Module Plan Report Template

[Reference: Part I (11) (a) (i)]

Module number.: topic.

a) WHAT are we aiming to do?

Aim:

Click here to enter text.

b) WHY are we doing this module?

Key messages

For the therapeutic brief and feedback

- Click here to enter text.

For the veteran brochure

- Click here to enter text.

Expected behaviour change

- Click here to enter text.

c) Study objectives

- 1.
- 2.

d) HOW are we going to do it?

Target groups

Target groups for this intervention are:

- Veterans Click here to enter text.
- LMOs who are the primary providers for the veterans targeted; and
- All pharmacies and accredited pharmacists.

Intervention

The intervention will consist of the following strategies:

1. A therapeutic brief providing information about Click here to enter text.
2. Prescriber feedback indicating to LMOs the veterans they treat Click here to enter text.; and
3. Subsequent to the letter and prescriber feedback to LMOs and mailing to pharmacies, a letter and educational brochure will be sent to veterans providing them with information about Click here to enter text..

How the strategies link to the objectives

The strategies listed in the previous section are designed to address specific objectives of module xxxxx. This section of the document details each objective of module xxxxx and then the strategy that is primarily designed to achieve the objective.

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1. To provide useful information to LMOs about Click here to enter text..
Information will be provided in the therapeutic brief and letter.
2. To increase LMOs knowledge of the veterans they treat with Click here to enter text.
Information provided by veteran-specific prescriber feedback letter.
3. To provide pharmacies and accredited pharmacists with useful information about Click here to enter text.
Information provided in the therapeutic brief and pharmacy letter.
4. To provide useful information to veterans about Click here to enter text.
Information provided in the veteran brochure and letter.
5. To overall aim
The total module will facilitate this objective
6. To overall aim 2 if needed.
The total module will facilitate this objective

e) **EVALUATION: What was the effect?**

Evaluation of all objectives will be undertaken. This section of the document details each objective of module xxxx and the indicators which will be used to measure whether the objective has been achieved and the data source for each indicator.

1. To provide useful information to LMOs about Click here to enter text.

Indicator: the percentage of LMOs reporting the information in the therapeutic brief was useful.
Source: Response form distributed with print material or available on-line.
2. To increase LMOs knowledge of the veterans they treat with Click here to enter text.

Indicator: the percentage of LMOs reporting the information helpful.
Source: In-house database of the activity plus response forms distributed with print material or available on-line.
3. To provide pharmacies and accredited pharmacists with useful information about Click here to enter text.
Indicator: the percentage of pharmacies reporting the information in the therapeutic brief was useful.
Source: Response form distributed with print material.
4. To provide useful information to veterans about Click here to enter text..

Indicator: the percentage of veterans reporting the information was useful.
Source: Response form distributed with print material.
5. To overall aim

Indicator: The number of veterans Click here to enter text. pre and post the module.
Source: DVA pharmacy data mart.

Indicator: The number of veterans Click here to enter text. pre and post the module.
Source: DVA pharmacy data mart.

6. To overall aim 2 if necessary

Indicator: The number of veterans Click here to enter text. pre and post the module.

Source: DVA pharmacy data mart.

Attachment F – Module Participation Report Template

[Reference: Part I (11) (a) (ii)]

DVA Veterans' MATES project
Module Click here to enter text. Participation Report

YYYY

1.0 Activity

Date range for analysis	ddmmyy to ddmmyy
Intervention distribution date	LMO & Pharmacy letters sent ddmmyy Veteran letter sent ddmmyy

Patients	
Final number of patients identified in the target group who were subjects in LMO mailing	xxxxx patients
Final number of patients identified in the target group who received personal mailing	xxxxx patients
Number of letters to veterans returned to sender	xx

*note: the number of veterans in the LMO mailing is different to the number of veterans who receive a personal mailing because the final veteran mailing list is created one month after the doctor mailing list and some veterans may have died in this time period, in addition, veterans will be removed from the veteran mailing list due to inadequate addresses.

LMOs	
Total number of letters delivered to primary LMOs	xxxx
Number of letters to LMOs returned to sender	xxxx

Pharmacies	
Total number of letters delivered to pharmacies	XXXXX
Number of letters to pharmacies returned to sender	XX

Stakeholder responses	
Number of response forms received from veterans	XXXXX
Number of response forms received from LMOs	XXXXX
Number of response forms received from pharmacies	XXXX

2.0 Measurements*

Utilisation	Click here to enter text.
Number of patients:	XXXX
1. Number of patients Click here to enter text.	xxx (xx%)
2. Number of patients Click here to enter text.	xxx (xx%)
3. Number of patients receiving a medication review in last 12 mths	xxx (xx)
4. Number of patients in RAC	xxx (xx)
Gender of patients	xx% Male, xx% Female
Geographic distribution of patients	xxx% Qld, xxx% NSW and ACT, xxx% Vic, xxx% Tas, xxx% SA, xxx% WA, xxx% NT
Average number of patients per LMO sent feedback	xx (xxx range)

Attachment G – Template for letter to transfer copyright to the Contractor for publication

[Reference: Part I (12) (k)]

On DVA letterhead

[Name]

[Title]

[Organisation]

[Address]

Article: [Title]

Author(s): [Author(s)]

Dear [Name]

Thank you for submitting the above article for DVA's review/approval consistent with Part I(b)(4) of the Services Agreement between the Commonwealth as represented by the Department of Veterans' Affairs and the Repatriation Commission and the University of South Australia for the provision of the Veterans' Medicines Advice and Therapeutic Education Service.

The Department understands that you have submitted the above article to be published in the [Journal].

I have reviewed the article and found that there appears to be no material of concern to DVA included. As previously indicated by you, I also understand that the article does not include any DVA and/or contract material assigned to DVA under Clause 19.1 of the above Services Agreement.

The Department therefore gives its consent /approval for the publication of the above article in the [Journal].

It should be noted that at no time does this consent/approval alter or derogate from the legal and contractual obligations, liabilities and responsibility placed on the University under the above named Agreement, including but not limited to any warranty and/or indemnity. Accordingly, and for the avoidance of doubt, the Commonwealth, as represented by the Department, in no way assumes any of the contractual and/or legal obligations, liabilities and/or responsibility rightfully assumed by the University under the Agreement.

On the other hand, if the article submitted does include any DVA Material and/or contract material, then the above consent is negated immediately and is substituted by the following consent/approval:

1. DVA grants the University a licence to publish the article in the above named journal, subject to the terms and conditions stated in Part I(b)(4), as relevant, and Clause 19 of the Agreement.
2. For the avoidance of doubt, and consistent with the Agreement, the above licence granted to the University is a non-exclusive licence granted solely for the purpose of publishing the above mentioned article in the [Journal].
3. In addition, again consistent with the terms and conditions of the Agreement, the University shall ensure that it adequately protects the Commonwealth's Intellectual Property, including any copyright owned by the Commonwealth in the article to be published by acknowledging that material as follows:

‘© Commonwealth of Australia’

Further, the University is reminded of its responsibilities to indemnify DVA for a breach of, among other things, Intellectual Property Rights, ‘including moral rights, whether involving any assignment, licence or warranty under Clause 19 [IPRs]’.

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Yours sincerely

[Name]
[Date]

Attachment H – Deed of Confidentiality

[Reference: Part I (12) (i)]

The person described on the Signature Page (the Signatory) makes this confidentiality Deed.

1. Obligations

1.1 [Maintain confidentiality] I agree:

- (a) to keep the Confidential Information and Personal Information confidential;
- (b) not to disclose (to any person) or copy, use, develop or exploit the Confidential Information and Personal Information, unless the Commonwealth has expressly consented in writing to such an activity; and
- (c) to mark any document that contains the Confidential Information or Personal Information as 'Confidential'.

1.2 [Recognise Loss] I acknowledge that it could cause significant Loss to DVA if I disclose, copy, use, develop or exploit the Confidential Information or Personal Information, other than in accordance with this Deed.

1.3 [Consent] I agree that:

- (a) DVA may grant or withhold consent to disclose, copy, use, develop or exploit the Confidential Information or Personal Information at its absolute discretion; and
- (b) where DVA does consent to disclose, copy, use, develop or exploit the Confidential Information or Personal Information I will give such undertakings as DVA deems necessary to ensure the Confidential Information or Personal Information continues to be protected.

1.4 [Need to Notify] I agree that I will immediately notify DVA if I become aware that any of the Confidential Information or Personal Information:

- (a) has been used, copied, exploited or disclosed without authority; or
- (b) is required to be disclosed by Law.

2. Delivery Up

2.1 [No longer need to know] I agree to return to DVA all copies of the Confidential Information and Personal Information (including any stored in electronic form on any equipment) that is in my custody or control, when:

- (a) I no longer need to use the Confidential Information or Personal Information;
- (b) DVA asks me to, at any time, to return any or all copies of Confidential Information or Personal Information; or
- (c) I breach any provision of this Deed.

2.2 [Other copies] If I am required to deliver up under clause 2.1 and I am aware that any relevant information is beyond my custody or control, then I will provide full details of the whereabouts of that information.

3. General

3.1 I acknowledge that:

- (a) DVA waiver of a breach of a provision of this Deed does not operate as a waiver of a breach of the same or any other provision;
- (b) this Deed is not intended to exclude the operation of any principle or remedy of Law intended to protect and preserve the confidentiality of the Confidential Information or Personal Information (including injunction to restrain breach of confidence);
- (c) the rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by Law;
- (d) this Deed can only be varied with the express written consent of DVA.

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- (e) this Deed does not transfer any interest in any Intellectual Property Rights; and
- (f) this Deed is governed by the laws applicable in the Australian Capital Territory.

4. Definitions

4.1 I acknowledge that in this Deed, unless the contrary intention appears -

Confidential Information	Means information (including any disclosed or created orally by any person) that is by its nature confidential, is designated confidential by DVA or that I know (or ought know) is confidential, but does not include information that: <ul style="list-style-type: none"> (a) is, or becomes, public knowledge (other than contrary to Law); (b) I possess, without restriction against disclosure, before receiving equivalent information from DVA; (c) I develop independently, or acquired from a person who had developed it independently or lawfully acquired it with no obligation restricting its disclosure; or (d) a Law compels me to disclose, although I agree to inform DVA about that, which may still require this Deed to continue applying if the compulsion limited disclosure, eg to specific authorities.
Deed	Means this document (embracing the clauses and information in the Signatures Page) plus any express attachment.
DVA	Means the Commonwealth of Australia, as represented by and acting through the Department of Veterans' Affairs) and where relevant the Repatriation Commission.
Intellectual Property Rights	Includes, regarding in any country in the world and including the ability to register these rights (where applicable): <ul style="list-style-type: none"> (a) patents and plant varieties, (b) trade marks (including service marks), design rights, business names and official emblems and crests, (c) copyright (including neighbouring rights), circuit layouts, and confidential information (including trade secrets and know how), and (d) other rights applicable to or resulting from industrial, scientific, literary or artistic intellectual activity.
Law	Includes any relevant: <ul style="list-style-type: none"> (a) legislation (whether primary or delegated or from any Australian government, ie Commonwealth, State, Territory or local); (b) judicial law (including the common law and the rules of equity); and (c) rights, remedies or powers arising under this Deed.
Loss	Includes any damage, liability, loss, injury or death, including economic loss and legal costs or expenses arising on a solicitor/own client basis.
Personal Information	Means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion.
Repatriation Commission	Means the body corporate continued in existence under the <i>Veterans' Entitlements Act</i> 1986 or any other government agency that carries out functions equivalent to the Repatriation Commission.
Signature Page	Means the page(s) executed (by signature or affixing a seal as appropriate) by the Signatory.

SIGNATURE PAGE

Executed by the Signatory as a Deed -

Signed sealed and delivered by:

Name of the signatory

Insert the name of Signatory

Signature and date

_____ / /

In the presence of:

Name of the witness

Insert the name of the witness

Signature and date

_____ / /

Veterans' MATES Contract & Variations List 2004 to 2010

Type of Agreement	Amendments	Date
Services Agreement	Deliverables (part D) Services - Statement of Work (Attachment 1)	June 2004 to June 2007
Variation	N/A now Substitute Part C(a)(1), Part H(b), Clause 1.2, Insert clause 16.5(a), Insert clause definition	November 2004 New contract template covers all these changes
Variation	Part E(a) revised schedule of payments for year 2	September 2005 new
Variation	Part E(a) revised schedule of payments for year 3	May 2006 new
Variation	Organisation names and acronym changes. Changes to licences/sub-licences to use DVA Material Part H and clauses.	March 2007 Covered in new contract template
Variation	Extra 2 year extension. New pricing schedule, Statement of Work Attachments etc.	June 2007
Variation	Another year extension - Year 6 payment schedule etc.	February 2009.

SERVICES AGREEMENT

between the

**Commonwealth as represented by the
Department of**

**Veterans' Affairs and the
Repatriation Commission**

(Australian Business Number 23 964 290 824)

and

University of South Australia

(Australian Business Number 37 191 313 308)

for

**Provision of a Prescriber Intervention & Feedback
Program**

DOCUMENT OVERVIEW – HOW IS IT STRUCTURED?

The nature of this document: The Agreement contained in this document (once completed by the parties) records an agreement for services, including its purpose (see clause 1 and Schedule Part A [Purpose]).

Schedule and Clauses: The Agreement starts with the “Schedule”, which describes the specific purpose, parties, services, payment details and standards applying to the Agreement in respect of an individual deal.

The Schedule Parts precede the standard clauses (the “Clauses”) for providing services to, or for, the Department of Veterans’ Affairs (DVA).

The Schedule allows for the specific details to be entered that make the Clauses effective.

Some Parts of the Schedule describe essential issues (eg, the Services and Fees). Others enable the parties to cover optional issues (eg, financial incentives or IT connectivity). Some Schedule Parts relate to Clauses that spell out the Commonwealth’s requirements (eg, ensuring access to records for auditors and protecting privacy).

Signatures Page and Agreement Date: The Signature Page is where the parties indicate assent to this Agreement, ie that they entered this Agreement from the “Agreement Date”.

Under Schedule Part D, the parties’ obligations may be expressed to occur before the specific “Agreement Date”.

Cross-referencing names: Cross-referencing from the provisions of the Schedule Parts and the Clauses of the Agreement include a short-hand description for ease of reference. This style of cross-referencing is encouraged for use in drafting Schedule Parts.

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THE SCHEDULE

Purpose, Parties and Task —

Part A. What is this Agreement's purpose and period?

A(a) What is the purpose or outcome expected from this Agreement?

Relates to clause 1.1 [Cooperation].

- (1) The purpose of this Agreement is the provision of Research and program delivery services for the Prescriber Intervention & Feedback Program.

A(b) What is the agreed duration – noting also any option(s) to extend?

Relates to clause 1.1 [Cooperation].

- (1) This Agreement shall commence on the Agreement Date or the date on which the services are commenced (whichever is the earlier), and shall end three years from the Agreement Date [the End Date] unless extended, varied or terminated in accordance with clauses 15 [Default] and 17 [Variation].
- (2) The Department, in its absolute discretion, may renew the Contract upon the completion of the initial term for two additional terms of one year. The Parties will commence negotiations on any Contract extension six months prior to the End Date.
- (3) Except as provided for in clause 15 [Default], either party may terminate this Agreement by providing the other party with at least 3 months' notice in writing. The Agreement will terminate in accordance with such notice.
- (4) No compensation shall be payable by either party to the other where the Agreement is terminated in accordance with Part A(b)(3) above.

Part B. Who is the Contractor?

B(a) What is the Contractor's legal identity?

Relates to clause 1.2(a) [Parties].

Full legal name of Contractor	University of South Australia
Legal identity	State Government entity - University
Trading or business name	University of South Australia
Australian Business Number (ABN)	37191313308
Are you registered for GST?	Yes
Date from which GST registration was effective	1 July 2001
Registered office (physical/postal)	North Terrace, Adelaide SA 5000

Telephone (General)	GPO Box 2471, ADELAIDE SA 5001 s 47F
Fax (General)	(s 47F)
E-mail (General)	s 47F

B(b) Who represents the Contractor (if Contractor not an individual)?

Relates to clause 6.1 [Format for notices].

Contractor's representative	s 47F	
Position		
Postal/physical address(es)	GPO Box 2471, Adelaide SA 5001	
Business hours telephone	s 47F	
Fax		
E-mail		

B(c) Are specified Personnel required?

Relates to clause 2.1 [Managing specified personnel].

- (1) The Personnel listed below are specified Personnel for purposes of this Agreement:

Name	Nature of Work	Specific Tasks	Time
s 47F	Project Director Key responsibility for project management, strategic development and innovative research	<ul style="list-style-type: none"> • Planning and coordinating project activities • Strategic development of project work • Planning innovative work • Staff management • Module preparation • Consultation process • Feedback mechanisms for LMOs, Pharmacists, Veterans • Data analysis and interpretation • Supervision of Postgraduate and Honours students 	Full time
s 47F	s 47F Key responsibility for management, analysis	<ul style="list-style-type: none"> • Management Project data • Analysis Project 	Full time

	and interpretation of data	<ul style="list-style-type: none"> data • Interpretation of Project data • Evaluation • Reporting • Module preparation • Publications and presentations • Integration with existing QUM programs • Consultation processes • Supervision of Postgraduate and Honours students 	
s 47F	<p>s 47F</p> <p>Key responsibility for management of the Data Management Centre and security of data</p>	<ul style="list-style-type: none"> • Management of technical matters • Equipment maintenance • Liaison with data related stakeholders • Integration of Data bases • Advice and assistance with linkage of large databases • Management of Data Management centre • Data security • Maintenance of policies and standard operating procedures • Audit of Data Management Centre 	Full time

B(d) Are any subcontractors to be used (if so, for what scope)?

Relates to clause 2.3 [Subcontractors].

(1) Subcontractors performing tasks in relation to this agreement are:

Full legal name of subcontractor	Adelaide Research and Innovation Pty Ltd as trustee of the Adelaide Research and Innovation Investment Trust
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Legal identity	Australian Proprietary Company
Specified personnel	Professor Justin s 47F Department of General Practice, University of Adelaide
Any relevant licence, registration or provider number:	030358CT
Authorised role of subcontractor	Research Consultancy
Australian Company Number (ACN)	008 027 085
Australian Business Number (ABN)	80 098 579 684 (Trust)
Registered office (physical/postal)	Level 11, 10 Pulteney Street Adelaide SA 5000
Telephone	s 47F
Fax	08 83033511
E-mail	s 47F y@adelaide.edu.au

Full legal name of subcontractor	Repatriation General Hospital Inc
Legal identity	State Government Entity
Trading or business name	Repatriation General Hospital Inc
Authorised role of subcontractor	Consultancy
Australian Business Number (ABN)	20 957 207 143
Registered office (physical/postal)	Repatriation General Hospital Daws Road, Daw Park SA 5042
Telephone	s 47F
Fax	(08) 8277 9401
E-mail	s 47F @rgh.sa.gov.au

Full legal name of subcontractor	National Prescribing Service Limited
Legal identity	Australian Public Company
Trading or business name	National Prescribing Service Limited
Authorised role of subcontractor	Consultancy
Australian Company Number (ACN)	082 034 393
Australian Business Number (ABN)	61 082 034 393
Registered office (physical/postal)	Level 5, 255 George Street Sydney 2000
Relevant business place (if different)	Level 7, 418A Elizabeth Street Surry Hills 2010
Telephone	s 47F
Fax	02 9211 7578
E-mail	s 47F @nps.org.au

Full legal name of subcontractor	Australian Medicines Handbook Pty. Ltd.
Legal identity	Australian Private Company
Trading or business name	Australian Medicines Handbook Pty. Ltd.
Authorised role of subcontractor	Consultancy
Australian Business Number (ABN)	83 070 003 977
Registered office (physical/postal)	PO Box 240 Rundle Mall, Adelaide, South Australia 5000
Relevant business place (if different)	Level 8, 10 Pulteney Street Adelaide, South Australia 5000
Telephone	s 47F
Fax	08 8303 6980

E-mail	s 47F @amh.net.au
Full legal name of subcontractor	Repatriation General Hospital Inc.
Legal identity	State Government Entity
Trading or business name	DATIS – Drug and Therapeutics Information Service
Authorised role of subcontractor	Consultancy
Australian Business Number (ABN)	20 975 207 143
Registered office (physical/postal)	Repatriation General Hospital Daws Road, Daw Park SA 5042
Telephone	s 47F
Fax	(08) 8374 0805
E-mail	s 47F @rgh.sa.gov.au

Part C. How is DVA represented?

C(a) Services are required by which entities?

Relates to clauses 1.2(b) [Parties], 8.10 [Other government entities] and 18.1 [Definitions: "DVA"].

- (1) The Services are required by the:
 - Repatriation Commission – a body corporate continued in existence under the Veterans' Entitlements Act 1986 (VEA); and
 - Commonwealth of Australia as represented by the Department of Veterans' Affairs, which, among matters, assists the Repatriation Commission with its administration of the VEA.
- (2) These bodies have the Australian Business Number (ABN) of 23 964 290 824 and are described collectively as DVA.

C(b) Who represents DVA as a delegate or for liaison?

Relates to clauses 5.2 [Liaison], 6.1 [Format for notices] and 18.1 [Definitions: "Delegate"].

Delegate (Name)	Robert s 47F
Position	Director Medication Management
Address	13 Keltie Street, PHILLIP ACT 2606
Postal Address	PO Box 21 Woden ACT 2606
Telephone (business hours)	s 47F
Fax	(02) 6289 4727
E-mail	s 47F @dva.gov.au

Liaison Person (Name)	Ms Meredith s 47F
Position	Assistant Director Medication Management
Address	13 Keltie Street, PHILLIP ACT 2606
Postal Address	PO Box 21 Woden ACT 2606
Telephone (business hours)	s 47F
Fax	(02) 6289 4727

Part D. What is the Contractor required to do?

D(a) What Services are needed – and when?

Relates to clauses 1.3(a) [Contractor's primary tasks].

- (1) The Contractor will perform the following tasks:
 - Undertake Research and delivery of the PFP services;
 - Undertake innovative projects consistent with the objectives of the PFP;
 - Where approved, assist in the roll out of projects as a national implementation.
- (2) The services are fully described in the Statement of Work at Attachment 1.

D(b) What deliverables are required?

Relates to clauses 1.3(b) [Contractor's primary tasks] and 18.1 [Definitions: "Contract Material"].

- (1) The Contractor will provide the services (including deliverables) set out at Attachment 1. In addition, the Contractor will provide DVA with the following PFP deliverables:
 - (a) Data Base Analysis:
 - (i) The DVA data set; RPBS claims data, MBS claims data and hospital data (including that data relating to diagnosis and hospital admission) will be analysed at least 4 times a year in order to extract feedback and clinical focus topic data.
 - (ii) Routine analysis and cleaning will be performed as data are delivered from DVA and HIC.
 - (iii) Where GP desktop data are available and useable, analysis will become a continuous process.
 - (iv) Data analysis will employ a multi-strategic, multi-level approach which examines medication specific, setting specific, veteran specific, medical practitioner specific or condition specific data. Analysis will consider system factors such as the integration of services, co-ordination of care and continuity of care.
 - (v) The content of reports will be dictated by the focus topics chosen. Individual patient specific data and aggregated data by medical practitioner or setting will be provided with full interpretation. Medication specific, setting specific, residential aged care specific, hospital specific, veteran specific and medical practitioner specific or condition specific information for prescribers will provide evidence guided best practice approaches to the management of the condition or the use of the medication. Matters of continuity of care, hospital / community, aged care / hospital interfaces, and other systems related-matters will also be reported together with evidence to

support best practice models. Practical tips for consideration in practice will be included where possible.

(b) Healthcare Trends and Program Direction Advice:

- (i) The Contractor will analyse current trends and directions in healthcare in the context of veteran health needs and the development of the Prescriber Feedback Program. Advice will include, but not be limited to:
 - Patient safety and avoidance of preventable error.
 - Identification of veterans at risk of medical misadventure and strategies to assist veterans and their carers to improve health outcomes for veterans.
 - Newly funded services including Home Medicines Reviews and Residential Aged Care Medication Management Reviews.
 - Government funded quality use of medicine initiatives.
 - Inclusion of requirements around continuity of care in State Health Care agreements.
 - Factors affecting the sustainability of the Pharmaceutical Benefits Scheme and the Repatriation Pharmaceutical Benefits Scheme.
 - Current strategic directions and work plans of key stakeholders such as NPS, APAC, PHARM, DoHA's Health Priority Areas.
- (ii) Advice will be provided:
 - In the Contractor's annual reports.
 - As emerging trends and developments come to the Contractor's attention.

(c) Stakeholder Education:

- (i) Overall program material will include, but not be limited to:
 - General material publicising the PFP.
 - Clinical focus newsletters.
- (ii) Prescriber education will be undertaken nationally and will include, but not be limited to:
 - Individual patient prescribing and dispensing data feedback.
 - Aggregated prescribing data for a medical practitioner.
 - Academic detailing to LMOs, specialists and opinion leaders.
 - Case-based discussions.
 - Clinically focused educational package.
 - Clinical case studies linked to quality assurance and continuing medical education points required for general practitioner registration.
 - Clinical audit forms linked to quality assurance and continuing medical education points.
- (iii) RACGP quality assurance Continuing professional Development (CPD) credit points for prescriber education are to be applied for at five points per hour. Veteran and carers education material is to take into account visual, hearing,

mobility and or cognitive impairment. The material will include, but not be limited to:

- Newsletters that are either a condition specific, medication specific or more general QUM focus.
 - Individual veteran feedback based on medication specific or condition specific data.
- (iv) Other Stakeholder including pharmacists, nurses (community and residential aged care), allied health professionals education material will include, but not be limited to:
- Academic detailing.
 - Case-based discussion.
 - Clinically focused educational package in keeping with prescriber feedback education materials.
 - Clinical case studies linked to quality assurance and continuing education points required for registration.
 - Clinical audit forms linked to quality assurance and continuing education points.

(d) Stakeholder Response Options may include, but not be limited to:

- Mail.
- Electronic technology.
- Call centres.

Stakeholder response options will be linked to the delivery of each module.

(e) Stakeholder Response Evaluation.

(i) LMO response evaluation will include, but not be limited to:

- The number of LMOs responding.
- The number of LMOs responding as a proportion of those sent information on the current topic (expressed as a percentage).
- Geographic location of responders.
- Usefulness of the program clinical information supplied.
- Usefulness of feedback data.
- Actions they took as a result of the program.
- Changes in knowledge.
- Suggestions for improvement.
- The evaluations will be conducted around each delivery of program material to LMOs.

The Contractor will monitor unsolicited LMO feedback coming into the project office or DVA offices.

(ii) Veteran response evaluation will include, but not be limited to:

- The number of veterans responding.
- The number of veterans responding as a proportion of those sent information on the current topic (expressed as a percentage).
- Geographic location of responders.

- Usefulness of the program clinical information supplied.
- Actions they took as a result of the program.
- Changes in knowledge.
- Suggestions for improvement.

The evaluations will be conducted around each delivery of program material to veterans.

(iii) Other stakeholder response evaluation will include, but not be limited to:

- The number of members of each stakeholder group responding.
- The number of members of each stakeholder group responding as a proportion of those sent information on the current topic (expressed as a percentage).
- Geographic location of responders.
- Usefulness of the program clinical information supplied.
- Usefulness of feedback data.
- Actions they took as a result of the program.
- Changes in knowledge.
- Suggestions for improvement.

The evaluations will be conducted around each delivery of program material to other stakeholders

The Contractor will monitor unsolicited other stakeholder feedback coming into the project office

(2) The Contractor agrees to deliver to DVA materials for preparation of papers and presentations relating to clinical studies with the aim of producing three (3) publications per year.

In seeking to have the Material published, the Parties will target both high profile journals and widely read professional journals so that both scientific and program objectives are met. High profile, peer reviewed journals may include New England Journal of Medicine, British Medical Journal, Journal of the American Medical Association. Widely read professional journals would include Australian Medical Journal, Journal of Pharmacy Practice and Research. Either DVA or the Contractor may submit material to journals for publication provided that a draft of the proposed publication is provided to the other party for review and approval prior to publication.

Authorship on such publications must be appropriately acknowledged in accordance with the Joint NHMRC / AVCC Statement and Guidelines on Research Practice.

The Contractor is to prepare Material suitable for eventual presentation, at major health professional conferences in Australia: the PHARM/NPS symposium, public health and primary health care conferences. Authorship will be appropriately acknowledged. Presentations at conferences will be made by DVA, or the Contractor with DVA agreement. The Contractor agrees to submit material to DVA for presentation at two (2) local and one (1) international conference per year.

- (3) All PFP materials are to be submitted to DVA for approval prior to distribution. For the purpose of clarity, this includes program materials to prescribers, veterans and other stakeholders; evaluation documents; newsletters; presentations; articles for publication. All materials are to be branded with the Department name and logo.
- (4) The Contractor agrees to provide a draft copy of the Thesis to DVA for DVA's consideration of any matters in the Thesis which may be of reasonable concern. DVA will provide comments within 60 days of receipt of the draft Thesis. The Parties will reach agreement by negotiation.
- (5) The nature of specific deliverables will vary over the life of the Contract as the focus of PFP changes and matures. The deliverables on Contract execution are described in the Statement of Work Attachment 1.
- (6) The Contractor will undertake the following innovative projects:
 - The innovative projects to be commenced on Contract execution as described at the Statement of Work at Attachment 1.
 - Other innovative projects identified during the course of program delivery and as agreed between the Parties.
- (7) The innovative project deliverables are described at the Statement of Work Attachment 1.
- (8) The deliverables at Attachment 1 can only be varied by agreement in writing.
- (9) DVA may from time to time request the Contractor to provide additional Services. The request will take the form of a Work Order signed by DVA's Delegate. The format of the Work Order is detailed at Attachment 4.
- (10) The Contractor will not provide any additional Services without a signed Work Order.
- (11) The Services will be supplied at the prices detailed at Part E or as otherwise agreed between the Parties.

D(c) How is performance monitored and communication maintained?

Relates to clause 1.3(c) [Contractor's primary tasks].

- (1) **[Performance monitoring]** DVA shall monitor the performance of the Contractor under this Agreement (particularly in relation to the tasks described in Part D(a) [The services] and the deliverables required under Part D(b) [The deliverables]) and determine in its absolute discretion whether such performance has been satisfactory. If DVA decides that the Contractor's performance is unsatisfactory, then DVA may terminate this Agreement in accordance with clause 15.4 [Specified Default].
- (2) **[Communication]** Implementation and ongoing management of the services will be undertaken at two levels:
 - Program Management; and
 - Project Management.
- (3) **Program Management**

A Program Management Committee will be formed to oversee the implementation and ongoing management and performance of this Contract to ensure the effective operation of the Prescriber Feedback Program.

(a) Membership

The members of the Program Management Committee will be as follows:

The Department

- Branch Head, Health Services
- Principal Medical Adviser
- Director, Medication Management (Project Manager)
- Project Liaison Officer

the Contractor

- Project Director
- Project Co-ordinator
- Project Co-Director
- Senior Consultant

The Program Management Committee may invite any other person to attend the meetings as it decides is necessary for the effective performance of the Committee.

(b) Meetings

A minimum of two formal Program Management Committee meetings are to be held each year. The first, to address the work plan for the year and the second to address program achievements and possible enhancements. During the first year an additional two meetings will be held to facilitate program establishment. The Program Management Committee may decide on the requirement and frequency for other meetings. Summary minutes of each meeting will be maintained by the Department.

Meetings will be held in the Department's National Office in Canberra, unless otherwise agreed by the Department.

Arrangements for meeting costs are described in Part E, Pricing.

(c) Functions of the Program Management Committee

The functions of the Program Management Committee include:

- review and monitor progress under this Contract and report thereon to the Parties;
- consider and present recommendations to the Parties regarding proposed changes to this Contract;
- approve changes to plans and specifications on behalf of the Parties; and
- carry out such other functions as are set out in this Contract or agreed in writing by the Parties
- review and make recommendations on Program enhancements;
- consider and agree any proposed changes in milestones, both in content and time frame;
- communicate issues and recommendations back to the Parties, through:
 - minutes of meetings, and
 - action lists;
- identify actions required to address program problems;
- recommend program improvements; and
- informal dispute resolution.

(d) Overall Program Management Support and Communication

Overall program management will be supported by a number of communication mechanisms and activities. These are:

- Operational Management Meetings;
- Other Communication Activities; and
- Communications with other Organisations.

(i) Operational Management Meetings

- Program Management Committee meetings will be complemented by operational management meetings. Operational management meetings will usually comprise the Department's Project Manager (Director Medication Management Health Services Branch) and the Project Liaison Officer (Assistant Director Medication Management) and the Contractor's Project Director and Project Co-ordinator. Other personnel may attend the meetings as necessary for the effective delivery of program services.
- Operational management meetings will be arranged as required and during the first year it is anticipated that these would be scheduled at least bi-monthly. The meetings will be either face-to-face or telephone conferences as agreed between the Parties.
- Arrangements for meeting costs are described in Part E, Pricing.

(ii) Other Communication Activities

- The Contractor's Project Director and senior staff are to maintain frequent and regular communication with the Department. Regular email updates are to be provided during the establishment phase of the first year and then on an ad hoc basis depending on activity and current issues.

(iii) Communications with other Organisations

- During the program establishment phase the Contractor will have face-to-face meetings with all other organisational stakeholders to initiate program delivery arrangements. Subsequently, the Contractor will provide regular updates to all organisations through an email bulletin. The Contractor will liaise and communicate with all key organisations and stakeholders to discuss plans and review activity and directions each calendar year.
- Arrangements for meeting costs are described in Part E, Pricing.

(4) Project Management

The Contractor is responsible for the direct management and delivery of PFP project activities authorised by the Department. The Contractor will form a Project Executive Committee to undertake the planning and management aspects of project operations.

(a) Membership (PEC)

The members of the Project Executive Committee (PEC) will be as follows:

- PMC representative(s)
- One representative of each subcontractor
- Project Officer

(b) Meetings

The Project Executive Committee will meet on a monthly basis or as determined by the committee. Meetings will be held in the Contractor's office in Adelaide, unless otherwise determined by the Committee. Summary minutes of each meeting will be maintained by the Contractor.

Arrangements for meeting costs are described in Part E, Pricing.

(c) **Functions**

The functions of the Project Executive Committee include:

- overseeing project management, resource provision and process operation;
- review and monitor progress under this Contract;
- consider and present recommendations to the Parties regarding proposed changes to this Contract;
- carry out such other functions as are set out in this Contract or agreed in writing by the Parties;
- disseminate information to subcontractors;
- review and make recommendations on Program enhancements;
- consider and recommend any proposed changes in milestones, both in content and time frame;
- communicate issues and recommendations back to respective organisations, through:
 - minutes of meetings, and
 - action lists;
- identify actions required to address operational problems;
- recommend operational improvements; and
- informal dispute resolution.

(d) **Project Support and Communication**

The project will be supported by Reference Groups which will be established as part of the Contractor's consultation and communication strategy. These groups will assist in keeping the Contractor informed about concerns or issues and in seeking assistance from the organisations in finding workable solutions.

Membership of the reference groups is subject to agreement between the Contractor and the Department but the Department will have a minimum of one Departmental representative or nominee on each group. Specific roles and responsibilities will be detailed in the terms of reference of each of the reference groups. The Contractor, in conjunction with the Department, will draft the terms of reference and then the relevant draft document will be offered to each reference group to consider, amend if necessary, and accept.

Three national reference groups will be established to advise the Contractor on practical issues of development, implementation and evaluation. The three groups will be:

- A clinical reference group to provide advice on the preparation of topics, including clinical advice on individual cases, key messages and alternative clinical management strategies.
- A practitioner reference group to provide advice on professional issues and to disseminate program information to constituents.
- A veterans' reference group to inform the Contractor on veteran matters and concerns, provide input to topic selection and message design, and to assist with formation of common interest groups among veterans.

The reference groups will meet twice in the first year. The requirement for the existence and continued operation of the reference groups will be reviewed at the end of year one and their continued operation will be subject to the Department's approval.

- (5) **[Reporting]** The Contractor will provide the following reports to the Department:

(a) Drug Utilisation Reports are to be provided at 3 monthly intervals to enable pre-post comparisons of data corresponding with the distribution of educational topics. Reports addressing the uptake of key messages will also be provided at approximately 6 months after the distribution of a topic.

(b) Analytical Reports:

(i) Pre-intervention reports will be provided prior to delivery of a Module. The content of reports will be structured to include:

- Identification of target condition or medication.
- Study design.
- Development of measurement instruments and criteria.
- Data collection and criteria application.
- Results of analysis of databases.

(ii) Intervention activity reports will be provided following delivery of each module. The reports, as appropriate to the intervention, will include but not be limited to:

- Information regarding the delivery of the clinical module, including date of intervention, date of distribution of module materials, date of intervention activities, number of LMOs identified for feedback, number of veterans identified for intervention, number of other stakeholders identified for intervention.

(iii) Post intervention reports will be provided following an intervention. The reports, as appropriate to the intervention, will include but not be limited to:

- Changes in medications usage (including substitute prescribing).
- Changes in drug expenditure.
- Changes in hospitalisation rates.
- Changes in health professional knowledge of therapy.
- Changes in concordance with guidelines.
- Changes in patient understanding of their condition and medications.
- Results of stakeholder response evaluation.

(iv) Health outcome analysis reports will be provided in conjunction with all interventions. The reports will be reviewed by health economists. The reports, as appropriate to the intervention, will include, but not be limited to:

- Indicators of surrogate measures of changes in health outcomes from MBS and hospital data sets.
- Reduction in numbers of medication-related problems.
- Changes in health resource utilisation and costs including admissions to hospitals and residential aged care facilities and visits to LMOs.
- Changes in veteran ability to manage medication by measures such as home medicines review and compliance assessment.
- Direct costs to the Department of project delivery and direct costs to veterans themselves.

A minimum of two health outcome analyses are to be conducted each year.

With the exception of the final module, evaluation reports addressing the areas outlined above are to be provided for modules approximately 5 months post distribution.

(c) Evaluation Plan and Reports

(i) The Contractor will prepare an annual program evaluation plan. The plan and subsequent report will include, but not be limited to:

- Process indicators that measure engagement of stakeholders, facilitation and coordination of activities, number of education, training and feedback topics offered, provision of services and interventions, innovative activities undertaken.
- Impact indicators that identify the commitment of stakeholders as judged by scope and reach of the program, membership of organizations of program committees, changes in medication use of target medications, changes in medication use of possible substitute medications, veteran satisfaction, GP satisfaction and other health professional satisfaction.
- Outcome indicators that measure changes in health outcomes via proxy measures in MBS or hospital data sets and changes in healthcare resource utilisation and costs.

(ii) The annual evaluation plan and report are to be submitted to the Department for agreement by the Program Management Committee by April each year.

(d) Interim Program Progress Reports

(i) The Contractor will provide a minimum of 3-monthly reports to the Department. The reports will include, but not be limited to:

- Descriptions of all activity including milestones, deliverables and outcomes.
- Results of all feedback from LMO, veteran, other stakeholder response evaluations and the outcomes of data analysis.
- General progress against the Work Breakdown Schedule.
- General progress against major milestones.
- Progress of innovation activities against objectives.
- Records of key outcomes from project committee meetings.
- Reports from all sub-contractors.
- Reports from Reference Groups.
- Program spending for the period and year-to-date.
- Analysis of current trends, emerging issues and directions in healthcare together with project implications.
- Any other information as appropriate.

(e) Proposals

(i) The Contractor may initiate proposals for new activities or projects at any time and these will generally be of the nature of candidate proposals and business cases that are described at the Statement of Work at Attachment 1, the candidate project brief template at Attachment 2, and the business case template at Attachment 3.

- (ii) Formal proposals requiring substantial funding are to be completed and submitted by June each year to enable consideration during the Department's budget cycle.
- (f) Innovation Reports
 - (i) The Contractor is to provide an interim report on each innovation activity within 30 days of the completion of the activity. The report will include, but not be limited to:
 - The objectives of the innovation.
 - The process undertaken to achieve the objectives.
 - The deliverables and outcomes.
 - (ii) The Contractor is to provide a final report within 90 days of the completion of the activity.
- (g) Financial Reporting
 - (i) The Contractor is to maintain financial records in accordance with generally accepted accounting practices and procedures. The Contractor is to monitor the financial records on a continual basis and is to immediately report to the Department any variables of expenditure, or trends indicating under or overspend, that exceed 10% of budgeted expenditure.
 - (ii) The Contractor is to immediately report to the Department any perceived or anticipated problems that may substantially affect the cost, time or delivery of any Services.
 - (iii) The Contractor is to provide financial reports at 6 monthly intervals. The reports are to contain details on budgets, income and expenditure, and variables that exceed 10% of budgeted expenditure.
- (h) Final Program Report:
 - (i) The Contractor is to provide the Department with a final program report at the end of the Contract period (three years following Contract execution). The final report will be a comprehensive description of all activities carried out each year and the outcomes of those activities. It will include, but not be limited to:
 - Executive Summary.
 - Methodology.
 - Results:
 - Full analysis of all intervention programs.
 - Full analysis of all innovation programs.
 - Full analysis of all stakeholder feedback.
 - Full analysis of all sub-contracted activity.
 - Economic evaluation of all interventions.
 - Drug Utilisation Reports.
 - Overall interpretation of the Results.
 - Discussion of the outcomes.
 - A complete financial statement.
 - Conclusions and Recommendations.
 - (ii) A draft final program report is to be submitted 30 calendar days prior to the End Date. A final program report inclusive of the financial statement will be submitted 60 days after the End Date.

— Pricing —

Part E. How are payments calculated?

E(a) What fees apply?

Relates to clause 3.1(a) [DVA's obligations].

- (1) **[Purpose]** The purpose of this section is to describe:
 - [a] the PFP cost structure;
 - [b] the planned program expenditure;
 - [b] the prices for the available Services;
 - [c] price variation mechanisms;
 - [d] the manner of payment; and
 - [e] financial management requirements.
- (2) **[Composition]** The PFP cost structure comprises:
 - (a) Program establishment;
 - (b) Core program fixed costs;
 - (c) Core program variable cost;
 - (d) Innovative projects; and
 - (e) Program completion.
- (3) At Contract commencement the PFP is budgeted for delivery over a 3-year period. For the purpose of clarity, year 1 begins on Contract commencement and subsequent years begin on the anniversary of the Contract commencement.
- (4) The PFP planned program expenditure (**GST exclusive**) for the three-year program is:

Item	Year 1	Year 2	Year 3	Total
Program establishment				
Core program fixed costs				
Core program variable cost				
Innovative projects (PhD scholarships)				
Program completion				
Total Program Cost				

- (5) Planned expenditure may be increased through the issue of new work orders. The work orders will specify the Services, the cost of the new work, and the conditions for payment.
- (6) Planned expenditure may be decreased as the result of a Departmental or Program Management Committee decision.

- (7) Program establishment costs provide for the set up of the Contractor's PFP office facilities. Items include, but are not limited to, furniture, fittings, equipment, computer software and hardware, telecommunications equipment, and staff recruitment. Program establishment costs do not include salary or travel costs as these costs are contained in the core program fixed costs. Ownership of such items rests with the Contractor.
- (8) Core program fixed costs provide for core service activities such as staffing and data analysis. The fixed cost items include, but are not limited to, management services staff, consultancy services, administration, infrastructure, and computer and equipment support. While items in this category have been classified as fixed costs, many involve discretionary expenditure and require Contractor management to prevent cost overruns.
- (9) Core program variable costs provide for management support and module delivery activities. The variable cost items include, but are not limited to, academic detailing, travel and accommodation, printing, and postage.
- (10) Funding for innovative projects not set out in this Contract must be subject to the development of a business case. With the exception of the innovative projects authorised on Contract execution, funding will be subject to the issue of an approved work order. Business cases for four candidate projects (Continuity of Care, Aged Care Facilities, Skilled Consumer, and IT) are to be developed by staff funded under core program fixed costs. One innovative project, PhD Scholarships, is approved for implementation following Contract commencement.
- (11) Program completion activities relate to the finalisation of the project. The items include the production of a final report and return of DVA Material.
- (12) **[Planned costs]** The planned program costs are:
- (a) Program establishment:
The planned program establishment costs are:

Item	Amount
Office fittings	s 47
Office Software and Hardware	
Database management Software and Hardware	
Equipment	
Consultation with stakeholders	
Recruitment	
Total	

- (b) Core program fixed costs:
The planned program fixed costs are:

Item	Description	Year 1 - \$	Year 2 - \$	Year 3 - \$
Management	Project Director – 1.0 FTE	s 47		

Services				
	Project Co-ordinator - 1.0 FTE			
	Project Officer - 1.0 FTE			
	Data Analyst and Evaluator - 1.0 FTE			
	IT Manager - 1.0 FTE			
	Admin Officer - 1.0 FTE			
	Senior Consultant - Business Services UniSA			
	Consumer Consultant			
	Total Management Services			
Administration	Infrastructure costs (Uni overheads)			
	Office costs			
	Total Administration			
Subcontractors	Dept General Practice (research)			
	DATIS			
	National Prescribing Service			
	Australian Medicines Handbook			
	Health Economists			
	Repatriation Consultant			
	Reference Group - Opinion Leaders			
	Total Subcontractor Services			
Hardware	Year 1 is absorbed in Estab costs			
	System maintenance			
Accommodation	Office space			
Other	Courier, freight, postage, etc			
Auditing	Project and financial records			
Total Fixed Costs				

Note: The planned costs for years 2 and 3 are estimated at a CPI increase of 3% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(c) Core program variable cost:

The planned program variable costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
Management Services			
Program Management Committee			
Operations Team			
Project Executive Committee catering			
Editorial Committee			
Data Reference Group			
Total			
Management Services - UniSA			
Subcontractor Committee catering			

Project Executive
Total
Workbook Production Costs
Training Workbooks
Reference Group Management Support Costs and Sitting Fees
Practitioner Reference Group
Clinician Reference Group
Veteran Reference Group
Opinion Leader LMO Workshops
Total
NPS Facilitators
Facilitators
Total
Stakeholder Communication
Mailout Printed Material - Standard
Mailout Printed Material - General
Mailout of Electronic Discs
Total
Travel & Accommodation
Program Management Committee
Operational Management Team
Project Executive Committee
Editorial Committee
Data Reference Group
Subcontractor Committee
Practitioner Reference Group
Clinician Reference Group
Veteran Reference Group
Opinion Leader LMO Workshops
Total
Total Estimated Variable Costs

s 47

Note: The planned costs for years 2 and 3 are estimated at a CPI increase of 3% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(d) Innovative project:

The planned innovative project costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
PhD Scholarships			
Two scholarships	s 47		

(e) Program completion:

Item	\$
Report production	s 47
Travel	
Total	

(13) **[Price]** The Service prices and any variation mechanisms for individual items in the above fixed and variable tables are:

(a) Infrastructure **s 47**

- (b) Office costs s 47
- (c) The subcontractor prices for the Dept General Practice, DATIS, National Prescribing Service, Australian Medicines Handbook, Repatriation Consultant, and Reference Group - Opinion Leaders for Contract years 1, 2 and 3 are detailed in the table below. The prices are not subject to CPI increase.

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
Dept General Practice (research)	s 47		
DATIS			
National Prescribing Service			
Australian Medicines Handbook			
Repatriation Consultant			
Reference Group - Opinion Leaders			

- (d) The year 1 prices for the Health Economists and the Consumer Consultant are s 47 per day with any price variations subject to clause E (a) 14 below.
- (e) Accommodation office space prices are s 47 in year one and two. There is no charge for accommodation in year three.
- (f) Salaries are as per the UniSA Enterprise Agreement (EBA) 2000 salary scale.
- (g) Sitting fees for professional representatives at reference group meetings are s 47 per hour.
- (h) NPS facilitator prices are s 47 per facilitator per module.
- (i) Travel and accommodation costs are the rates of travelling allowance for Australian Public Service (APS) non-senior executive service (non-SES) officers, effective 6 November 2003.
- (j) Printed material mailouts are s 47 per item
- (k) Electronic disk mailouts are s 47 per item.
- (l) Training workbooks are s 47 each.
- (m) Each Party is to bear its own costs for attendance at local and international conferences.
- (n) In the event of a dispute, each Party is to bear its own costs.
- (o) All other items are to be on charged at cost.
- (14) **[Price variation]** Price variations are subject to Departmental approval. Proposals for variation are not to exceed the CPI for agreed prices, the UniSA EBA for salaries, and the APS non-SES travelling allowances for travel and accommodation. Any price variations are to be sought 60 calendar days prior to the commencement of the next program year.
- (15) **[Payment to Contractor]** Payments will be made to the Contractor on the following basis:
- Program establishment costs will be advanced to the Contractor on Contract execution. The advance is subject to acquittal against actual costs.
 - Core program fixed costs will be advanced to the Contractor against agreed deliverables and are subject to acquittal. The first advance will be paid on Contract execution.
 - Core program variable costs are paid quarterly in arrears against incurred costs and are subject to production of evidence of expenditure.
 - Innovative project costs are funded as per agreed work orders.

- (e) The PhD innovation payment will commence in the quarter the student is selected. Payments will be quarterly in advance while the student maintains progress in accordance with the Contractor's PhD principles and processes. In the event that the Contract is terminated prior to the completion of the PhD period, subject to the student commencing within 3 months of the Contract commencement, the Department will pay to the end of the then program year. In the event that the PhD student has not completed a full 3-year term of study at the expiration of the Contract, the Department will pay for the remainder of the 3-year study term or to the end of the then program year, whichever is the lesser.
- (f) On Contract expiration or termination the payment of the program variable costs for the final module will be withheld until the module evaluation is completed, the final report submitted, all advances acquitted, and program activities finalised.
- (16) **[Financial management and reporting]** The Contractor is to maintain detailed invoices on all expenditure activity and report in accordance with the financial reporting requirements at section D (c) (5) (c).
- (17) **[Advance payment acquittal]** The program establishment costs are to be acquitted within 150 days of Contract execution. The core program fixed costs are to be acquitted annually within 60 days of the completion of a program year. The Department will determine if the unexpended funds are to be returned to the Department or directed to project activities.
- (18) **[Payment schedule]** Payments will be made in accordance with the following schedule:

No.	Planned Date	Milestone Deliverables	Percentage Due	Amount \$
PROGRAM ESTABLISHMENT COSTS				
1	10 Jun 04	Contract Execution (SOW Activity 1)	100%	
CORE PROGRAM FIXED COSTS				
2	10 Jun 04	Contract Execution (SOW Activity 1)	25% Year 1	
3	10 Sep 04	Project Establishment phase complete: <ul style="list-style-type: none"> Subcontractor relationships established through letter of intent (SOW 7) Relationship with data supplier established (SOW 4) Office (excluding Data Management Centre) operational Project plan submitted (SOW 8) Interim Program Progress Report submitted Transition Plan submitted Quality Plan submitted Intellectual Property Plan submitted Risk Assessment and Risk Management Report submitted (SOW 11) Module 1 development commences (SOW 9) 	25% Year 1	

s 47

4	10 Dec 04	<ul style="list-style-type: none"> • Data Management Centre established ready for audit (SOW 16) • Annual Module Plan – Year 1 submitted • Module 1 ready for distribution • Module 2 development commences (SOW 19) • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 1	s 47
5	10 Mar 05	<ul style="list-style-type: none"> • Annual Module Plan – Year 1 submitted (SOW 24) • Module 1 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 2 ready for distribution (SOW 23) • Module 3 development commences (SOW 25) • Interim Program Progress Report submitted • Business Cases, as agreed submitted (SOW 26) 	25% Year 1	s 47
6	10 Jun 05	<ul style="list-style-type: none"> • Module 2 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 3 ready for distribution (SOW 27) • Module 4 development commences • Interim Program Progress Report submitted (SOW 29) • Financial Report submitted • Annual Module Plan – Year 2 submitted 	25% Year 2	As per year 2 approved project plan
7	10 Sep 05	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 3 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 4 ready for distribution • Module 5 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan

8	10 Dec 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 4 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 5 ready for distribution • Module 6 development commences • Module 7 development commences • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 2	As per year 2 approved project plan
9	10 Mar 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 5 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 6 ready for distribution • Module 7 ready for distribution • Module 8 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
10	10 Jun 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 6 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 ready for distribution • Module 9 development commences • Annual Module Plan - Year 3 submitted • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan

11	10 Sep 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 7 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 8 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 9 ready for distribution Module 10 development commences Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
12	10 Dec 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 9 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 10 ready for distribution Interim Program Progress Report submitted Financial Report submitted 	25% Year 3	As per year 3 approved project plan
13	10 Mar 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 10 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
14	10 Jun 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Draft Final Report submitted 	Nil	As per year 3 approved project plan
CORE PROGRAM VARIABLE COSTS				
15	Quarterly	Invoiced quarterly in arrears	100% of invoice	As per agreed invoice
INNOVATIVE PROJECTS				
PhD Students				
16	Quarterly	Invoiced each quarter commencing in the quarter the student is selected	25% of annual amount in advance	s 47 per student
17	Final Payment	If the Contract terminates prior to completion of the PhD	To the end of the then program year	As per agreed invoice

Approved Innovative Projects				
18		As stated in the approved work order.		As per agreed invoice
PROJECT COMPLETION				
19	Final Payment	Final report including financials Handover of project materials	100%	As per agreed invoice

E(b) What expenses can be reimbursed?

Relates to clause 3.1(a) [DVA's obligations].

- (1) No costs or disbursements of the Contractor other than as described in section E(a) above will be reimbursed.

E(c) What tax/invoice issues arise?

Relates to clause 3.2 [Invoice a pre-requisite].

- (1) The Contractor acknowledges that it is currently able to accept payment electronically and will provide appropriate and necessary account details supported by an electronic remittance advice.
- (2) The Contractor further acknowledges that it may become necessary, over the term of this Agreement, to provide invoices in electronic form only.
- (3) Subject to acceptance of the Services by DVA, invoices will be paid within 30 days after receipt of a tax/invoice that correctly specifies:
 - (a) a reference to the Contractor and this Agreement;
 - (b) sufficient detail to allow the Delegate to clearly understand the relevant Services, deliverables and timing to which the claim for fees and reimbursements relates; and
 - (c) where GST applies, anything required to ensure the invoice is also a tax invoice under the *A New Tax System (Goods and Services Tax) Act 1999*.

E(d) Do incentives, discounts or conditions apply?

Relates to clause 4 [Incentives and discounts].

- (1) There are no incentives or discounts like those referred to in clause 4 [Incentives and discounts].

Part F. What assistance or facilities will DVA provide?

Relates to clause 3.1(b) [DVA's obligations].

- (1) DVA agrees to provide the Contractor with the following assistance:
 - Existing PFP Computer System
 - The Contractor has the option of acquiring the existing PFP computer system for a period of 3 calendar months from Contract execution.
 - Veteran Groups and Organisations
 - The Department will assist the Contractor to access veteran's groups and organisations.

- Participate in recruitment and co-ordination of membership of veterans' reference group.
- DVA Representation.
 - DVA representation on clinician and practitioner reference groups.
- Service Advice
 - The Department will provide advice about services, programs and factors that may impact on the delivery of the PFP to veterans, LMOs, and other health service providers.

— Standards —

Part G. How is better practice encouraged?

G(a) Do implementation and disengagement issues arise?

Relates to clause 1.4(a) [Specific standards].

- (1) **[Implementation]** The Services are to follow a structured implementation process. The implementation process is described in the Statement of Work at Attachment 1.
- (2) **[Disengagement]** If the Parties do not extend or re-negotiate this Agreement in accordance with Part A(b) [Duration of agreement], the Contractor agrees to do all things necessary to ensure a smooth and well ordered hand-over to any person who takes over the provision of the Services as described in Part D(a) [The services]. The Contractor will prepare a disengagement plan in accordance with the Statement of Work at Attachment 1 and provide a final program report in accordance with Part D (c) of the Contract. Service Disengagement will be in accordance with the agreed disengagement plan.

G(b) What quality, safety, security and IT interoperability standards apply?

Relates to clauses 1.4(b) [Specific standards] and 1.5(d) [General standards].

- (1) **[Quality Standards]** The Contractor is to provide the Services to a high standard and to the Department's satisfaction. Without limiting any other provision of this Contract, the Contractor must perform its obligations under this Contract:
 - in accordance with the terms of this Contract;
 - in a professional manner which meets or exceeds industry best practice;
 - using experienced, suitably qualified staff;
 - in accordance with appropriate Australian Standards; and
 - in compliance with all applicable laws, regulations, guidelines and standards.
- (2) The Contractor is to ensure all PFP material meets the Department's ethical standards and guidelines as published on the Department's web site at www.dva.gov.au/health/ethics/ethicsindex.htm.
- (3) The Contractor is to establish and maintain project quality control methodologies and systems for the following:

- data analysis;
 - program delivery; and
 - project management.
- (4) The Contractor is to monitor and evaluate PFP processes and deliverables against the various quality standards and undertake a program of continuous improvement.
 - (5) **[Safety]** The Contractor will comply with DVA policy and procedures regarding occupational health and safety insofar as these are made known to the Contractor.
 - (6) **[Security]** If the Contractor or its Personnel will have access to Security Classified Information, the Contractor agrees to store, handle and process such information in accordance with the minimum security standards set out in the specified sections of the DVA Protective Security Manual, which will be provided to the Contractor where required.
 - (7) The Contractor is bound by the rules of the University of South Australia Human Research Ethics Committee and the National Privacy Act and Principles. Sensitive material will be handled within a set of Standard Operating Procedures (SOPs) developed specifically with the project and in line with DVA requirements and guidelines. The SOPs are to be developed prior to the first transfer of data to the Contractor. All people associated with the project are to undergo specialised training and be bound by confidentiality agreements, a template of which is attached at **Attachment 5**. All identified material will be kept in secure locations and any breaches will be addressed in a formal manner within a disciplinary process. All material will be regularly backed up at short intervals to counter for systems failure and kept in encrypted form and only available to people authorised to a certain level of security
 - (8) Prior to the first transfer of data the Contractor is to ensure that the physical locations and systems used for the transfer, analysis and storage of Departmental data and other sensitive material meet the minimum security standards for "protected" material. All personnel who will have access to Departmental data are to be cleared to the security level appropriate to the work carried out by the person as defined by the DVA Security Manual. The Contractor is to advise when the security measures are in place and assist the Department in the conduct of a security audit.
 - (9) **[IT Interoperability]** The Contractor will operate and maintain IT systems and will maintain appropriate IT interoperable risk management strategies that aim to maintain full and non-disruptive connectivity to DVA's IT systems, eg, appropriate firewall and internet protocols.

G(c) What agency, public sector or transparency issues arise?

Relates to clauses 1.4(c) [Specific standards], 8.3 [Access], 8.11 [Other scrutiny] and 9 [Privacy and protective security].

- (1) **[DVA Service Charter]** The Contractor agrees to conduct all its activities under this Agreement in a manner consistent with DVA's Service Charter (as amended from time to time). This is available on DVA website at: <http://www.dva.gov.au/media/aboutus/charter/index.htm>.
- (2) **[APS Values]** The Contractor agrees to conduct all its activities under this Agreement in a manner consistent with the Australian Public Service (APS) Values (*Public Service Act 1999*, s. 10). These recognise that the APS, among other things:

- is apolitical, performing its functions in an impartial and professional manner;
 - provides a workplace that is free from discrimination and recognises and utilises the diversity of the Australian community it serves;
 - has the highest ethical standards;
 - is responsive to the Australian Government in providing frank, honest, comprehensive, accurate and timely advice and in implementing the Government's policies and programs;
 - focuses on achieving results and managing performance; and
 - is openly accountable for its actions, within the framework of Ministerial responsibility to the Australian Government, the Parliament and the Australian public.
- (3) **[APS Code of Conduct]** The Contractor agrees to conduct all its activities under this Agreement in a manner consistent with the Australian Public Service (APS) Code of Conduct (*Public Service Act 1999*, s. 13). These recognise that the APS, among other things:
- behaves honestly and with integrity;
 - acts with care and diligence;
 - treats everyone with respect and courtesy, and without harassment;
 - complies with all applicable Australian laws;
 - maintains appropriate confidentiality about dealings with any Minister or Minister's member of staff;
 - discloses, and take reasonable steps to avoid, any conflict of interest (real or apparent);
 - uses Commonwealth's resources in a proper manner;
 - does not provide false or misleading information in response to a request for information that is made for official purposes;
 - does not make improper use of inside information, in order to gain, or seek to gain, a benefit or advantage;
 - behaves in a way that upholds the APS Values and the integrity and good reputation of the APS; and
 - is at all times to behave in a way that upholds the good reputation of Australia.

G(d) How will the parties manage/resolve disputes?

Relates to clauses 7.2 [External processes] and 8.2 [Complaint handling].

- (1) If a dispute is not resolved under clause 7.1 [Internal processes] then, as stated in clause 7.2 [External processes], the parties agree to act in good faith to endeavour to resolve the dispute using external informal dispute resolution techniques, such as mediation, expert evaluation or determination, but not arbitration.
- (2) In particular, the parties will act in good faith to endeavour to agree within 10 days (or a period agreed between them in writing, depending on the issue in dispute) about:
 - the dispute resolution technique and procedures to be adopted;
 - the timetable for all steps in those procedures; and
 - the selection and payment of the independent person required for the agreed technique.
- (3) If the parties cannot agree as above, then they will refer the dispute to the Australian Commercial Disputes Centre (ACDC), with the object of

having the dispute settled by mediation, in which case each party will bear its own costs.

Part H. Do special property issues arise?

H(a) Does a party require particular access to Material?

Relates to clauses 10.1 [DVA material] and 10.3 [Contract material].

- (1) DVA will provide the Contractor with access to the following Material:
 - the Department's patient provider and prescription claims data; and
 - access to Department data sets will be provided on a case-by-case basis following Contractor itemised requests.Patient provider and prescription claims data will be transferred under the Contractor's arrangements with DVA.

H(b) Does special apportionment of Intellectual Property Rights [IPRs] apply?

Relates to clauses 11.2 [Ownership] and 11.8 [Effectiveness]

- (1) In addition to the provisions of clause 11, DVA may, on request from the Contractor, grant to the Contractor a licence to use Contract Material. The licence:
 - is limited to use for academic purposes, including the right to publish in academic journals and make presentations in accordance with Section D (b) (3);
 - is non-exclusive;
 - does not include the right to adapt without prior approval;
 - does not include the right to exploit the material in any way;
 - does not include the right to sublicense;
 - acknowledges Commonwealth ownership of copyright in an appropriate manner and by noting on the material to be used "© Commonwealth of Australia"; and
 - approval will be sought prior to proposed use of that Contract Material.
- (2) On approval by the Department of the use of any Contract material, the Contractor will be granted a permanent licence to use that material.
- (3) DVA may, at the Contractor's request, issue a licence to the Contractor to use DVA material. Such a licence will be issued at DVA's absolute discretion and on such terms as DVA may impose. Without limiting the provisions of clause 18, 'DVA Material' includes all material, including raw data, provided to the Contractor for the purposes of fulfilling the Contractor's obligations under this Agreement. A request to DVA for a licence to use DVA Material must be in writing.

H(c) What information has been agreed as confidential under this Agreement?

Relates to clause 9 [Privacy, Confidentiality and Protective Security]

- (1) The parties agree that for the purposes of this Agreement, confidential information is:
 - (a) unpublished Contract Material; or
 - (b) Material for which approval under Part D(b) (3) has not been granted.

Part I. How is risk managed?

I(a) What insurance does the Contractor maintain?

Relates to clause 13.3(a) [Insurance and risk management].

- (1) The Contractor must maintain full levels of insurance cover to properly protect its and DVA's interests for the Services. The Contractor will also be expected to comply with all relevant insurance requirements, including conducting and improving relevant risk management practices and incident notification processes.
- (2) Specifically, the Contractor warrants that it and any subcontractor used in the performance of the services has, and will maintain:
 - public risk/liability insurance for not less than **s 47** per claim covering liability owed to another person who suffers loss or damage by reason of the Contractor's business activities;
 - professional indemnity type insurance for not less than **s 47** per claim covering acts or omissions of the Contractor in the exercise of its trade or profession that give rise to liability (eg, negligence); and
 - workers' compensation insurance as required by State/Territory law, sufficient for any place that its relevant Personnel are involved with this Agreement or, if the Contractor is an individual, appropriate disability income insurance for illness and injury.
- (3) The Contractor agrees to provide copies of certificate/s of currency to the Delegate upon request, **including details of limits on cover.**

I(b) What risks/issues require specific management?

Relates to clauses 13.3(d) [Insurance and risk management], 15.2(b) [Rectification notice] and 15.4 [Specified default].

- (1) Key project risks primarily relate to delivery mechanisms and target group behaviour. The Contractor is to
 - manage the project risk in compliance with the University's ISO 9001 procedures based on the Australian Standard AS 4360;
 - undertake a risk assessment and associated risk management strategy within 30 working days of contract execution;
 - implement the risk management strategies; and
 - review the risk assessment every six months and discuss with the Department.

Part J. What is this Agreement's formal status?

J(a) Is this Agreement a contract, standing offer, deed, non-binding etc?

Relates to clauses 12.2(b) [Agent status] and 16.1(a) [Entire agreement and status].

- (1) This Agreement expresses the parties' intention to create legal relations. It forms a *contract for services*, with the services set out in D(a) [What Services are needed - and when?].

J(b) What is this Agreement's context and how are amendments managed?

Relates to clause 16.1 [Entire agreement and status] and 17.1 [Variation]

- (1) The parties may from time to time by written agreement vary or amend this Agreement or enter into other written Agreements, for giving better effect to this Agreement.

J(c) What jurisdiction governs interpretation?

Relates to clause 16.2 [Applicable law].

- (1) The applicable law is that of the Australian Capital Territory.

THE CLAUSES

Key People and Services —

Purpose, services, timing and standards

- 1.1 **[Cooperation]** The parties agree to the purpose and expected duration of this Agreement as stated in Part A [Agreement's purpose and period].
- 1.2 **[Parties]** The parties to this Agreement are:
 - (a) the Contractor, as described in Part B(a) [Contractor's legal identity]; and
 - (b) DVA, acting through the Department described in Part C(a) [Government parties] and any entity described through clause 8.10 [Other government entities], in particular the Repatriation Commission.
- 1.3 **[Contractor's primary tasks]** The Contractor agrees to:
 - (a) perform the Services following the timing agreed in Part D(a) [Services and timing], taking into account this Agreement's purpose as stated in Part A(a) [Agreement's purpose];
 - (b) provide Contract Material and Intellectual Property Rights, appropriate for the Services, including deliverables agreed in Part D(b) [Deliverables]; and
 - (c) communicate with DVA and assist with performance-monitoring requirements, including as agreed in Part D(c) [Communication and monitoring].
- 1.4 **[Specific standards]** The Contractor agrees to:
 - (a) conduct implementation, disengagement and skills transfer tasks, including as set out in Part G(a) [Implementation and disengagement] of this Agreement;
 - (b) meet or exceed relevant quality, security or safety standards, including as agreed in Part G(b) [Quality, security and safety]; and
 - (c) meet relevant government requirements, including as agreed in Part G(c) [Public sector issues].
- 1.5 **[General standards]** The Contractor agrees to:
 - (a) ensure that the Services are performed properly and completely, including in a manner consistent with the purpose stated in Part A(a) [Purpose];
 - (b) conduct itself with due care, skill and diligence, including exercising decorum and courtesy when dealing with any person, or the property of any person;
 - (c) meet obligations arising under any Law, including Anti-Discrimination Laws; and
 - (d) comply with any Law (or Australian Government policy) applicable to the use of or conduct at any premises, including
 - occupational health and safety rules (eg, a smoke-free workplace), and
 - procedures referred to in Part G(b) [Quality and safety], or as notified by the Delegate.

- 1.6 **[Responsibility]** DVA relies on the Contractor performing to high standards and (unless the Delegate states otherwise in writing) the Contractor agrees that it bears ultimate responsibility for the provision of the Services, undiminished by other factors, including:
- (a) the appropriateness of the efforts of any of its Personnel;
 - (b) the existence of a dispute or dispute resolution process, including about the exercise of any DVA discretion and any conditions imposed; or
 - (c) activities occurring under clause 17.2 [Novation].
- 1.7 **[End dates]** At any relevant End Date, including arising under clause 14 [Compensated reduction], clause 15 [Default] or clause 17.2 [Novation] the Contractor agrees:
- (a) to continue to maintain and protect DVA Material and Contract Material, until dealt with under clause 10.4 [Appropriate use of material];
 - (b) to take all steps to minimise Loss; and
 - (c) to conduct transition tasks, as agreed under clause 1.4(a) [Specific standards].
- 1.8 The Contractor shall not be responsible for any delay in performance or non-performance due to any cause beyond the reasonable control of the Contractor provided that upon such event, the Contractor shall promptly notify DVA in writing stating the cause of the delay and the effect upon the Contractor's performance and take all action within its power to comply with this Agreement as fully and promptly as possible. For avoidance of doubt, such cause includes any delay by DVA in providing necessary material under Part H (a) or any necessary approvals.

Personnel and subcontractors

- 2.1 **[Managing specified personnel]** The Contractor agrees to ensure that any Personnel (including any specified in Part B(c) [Specified personnel]):
- (a) are appropriately qualified, and of a fit and proper nature, to perform the services;
 - (b) consent to DVA, or the Contractor where so requested by DVA, conducting appropriate security or other police checks/clearances, and provide any undertakings sought under clause 9.12 [Undertakings];
 - (c) conduct the Services according to this Agreement;
 - (d) promptly, through the Contractor, notify DVA if they cannot meet any of their contributions to the Contractor's obligations under this Agreement; and
 - (e) will have access only to such official information as is required for the Personnel to perform their duties.
- 2.2 **[Replacement personnel]** The Contractor agrees:
- (a) that DVA may require it to promptly remove Personnel (including any specified under clause 2.1) from any aspect of the Services;
 - (b) if requested, to promptly nominate potential replacement Personnel; and
 - (c) if it cannot provide Personnel acceptable to the Delegate, DVA may rely on clause 15.4 [Specified default].

2.3 **[Subcontractors]** The Contractor agrees to:

- (a) notify DVA in the event of any subcontractors being used, and to provide details of any subcontractor performing tasks in relation to this Agreement if so requested by DVA in accordance with Part B(d) [Subcontractors];
- (b) ensure the continuing suitability of subcontractors (including compliance with Law generally, Anti-Discrimination Laws, and relevant security requirements as set out in Part G(b) [Quality and safety];
- (c) ensure that no subcontract restricts DVA's Legal Rights;
- (d) ensure that all contracts with subcontractors contain functionally equivalent provisions to this Agreement to the extent that those provisions are capable of applying to the subcontract;
- (e) inform subcontractors about obligations arising under this Agreement; and
- (f) properly pay or reward subcontractors under any relevant subcontract, including accounting properly for all tax-related issues.

— Financial Matters —

Payment and assistance

3.1 **[DVA's obligations]** DVA agrees to:

- (a) upon receiving an appropriate and correct invoice, pay fees to and reimburse costs of the Contractor as agreed in Part E(a) [Fees] and Part E(b) [Expenses]; and
- (b) provide reasonable assistance agreed in Part F [DVA assistance].

3.2 **[Invoice a pre-requisite]** To obtain payment, the Contractor agrees to submit an invoice, prepared carefully and according to Part E(c) [Invoice procedures].

3.3 **[Tax invoice]** The Contractor agrees to submit a tax invoice or, where applicable, authorise a Recipient Created Tax Invoice (RCTI), complying with the *A New Tax System (Goods and Services Tax) Act 1999*:

- (a) in relation to goods or services that are Taxable Supplies; and
- (b) where "Recipient Created Tax Invoice" and "Taxable Supplies" have the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

3.4 **[Withholding tax]** The Contractor acknowledges that unless it provides DVA with its Australian Business Number, DVA may need to withhold tax from payments.

3.5 **[Tax change]** If a Variation to a Tax affects this Agreement, either party may seek, by written notice, a review of fees, reimbursements or assistance. If the review will potentially increase payments, the Contractor agrees to substantiate to the Delegate's satisfaction that:

- (a) any increases are attributable to the Variation; and
- (b) the Contractor took all measures to minimise the effect of the Variation.

3.6 In clause 3.5 [Tax change]:

- (a) "**Tax**" includes any tax, duty or charge from an Australian, State or Territory government; and

- (b) **"Variation"** includes the introduction of, an increase in, a decrease in, or the abolition of a Tax.
- 3.7 **[Deferment]** DVA may defer any payment until the Contractor has completed, to the Delegate's reasonable satisfaction, a relevant aspect of the Services, or prepared an appropriate tax/invoice, relating to the payment.
- 3.8 **[Discrepancies]** The Contractor agrees that DVA may:
- (a) check and rectify discrepancies in any payments or assistance;
 - (b) offset any overpayment against future payments; and
 - (c) recover, as a debt, any money owing to DVA (plus reasonable interest), including any outstanding prepayment amount at a relevant End Date.
- 3.9 **[Price Review]** Any price review will be undertaken in accordance with Part E .
- 3.10 **[Prepayment]** The Contractor acknowledges that any prepayments will be subject to DVA's sole discretion except those payments which are detailed in Part E.
- 3.11 **[Changes to ABN or GST]** The Contractor agrees to notify DVA within 21 days of any change to its ABN, GST registration status or a cancellation of its ABN or GST registration.

Incentives and discounts

- 4.1 **[Incentives and discounts]** The parties may agree in Part E(d) [Incentives and discounts] to pricing mechanisms that encourage better performance.
- 4.2 **[Liquidated damages]** The Contractor agrees that:
- (a) if it breaches this Agreement then DVA may suffer Loss that may be difficult or expensive to quantify accurately as a pre-estimate; and
 - (b) any method for calculating liquidated damages agreed in Part E(d) [Incentives and discounts] provides a genuine pre-estimate of DVA Loss, and does not include a component that has the character of a penalty.

— Communication Management —

Communication and management support

- 5.1 **[Representatives and resources]** The Contractor agrees to, at its own cost:
- (a) nominate an individual authorised to receive notices and to represent it, including to communicate appropriately with the Delegate as agreed in Part D(c) [Communication] or Part G(d) [Dispute management];
 - (b) maintain sufficient management resources to support the Services, good communication between the parties and government transparency requirements under clause 8 [Government framework];
 - (c) maintain good record keeping practices to assist with any contract management and accountability requirements generally, including all applicable Australian Accounting Standards; and

- (d) provide appropriate training to its Personnel with particular regard to issues arising under clause 9 [Privacy, confidentiality and no conflict of interest].

5.2 **[Liaison]** The Delegate may authorise a Liaison Person to help maintain communications or conduct specific tasks. The Contractor acknowledges that a Liaison Person has no authority to vary this Agreement or authorise payments.

Delivering Notices

- 6.1 **[Format for notices]** Notices given by a party under this Agreement (as applicable) must be:
- (a) signed by the Delegate and handed to the Contractor or sent to the address in Part B(b) [Contractor's representative] or as the Contractor notifies the Delegate; and
 - (b) handed to the Delegate, or sent to the address in Part C(b) [Government's representative] or as the Delegate notifies the Contractor in writing.
- 6.2 **[Timing for delivery]** Where a party has not acknowledged receipt of a notice, the notice may, in good faith, be treated as received:
- (a) on the date of delivery (if delivered to the appropriate place or person); or
 - (b) according to the ordinary postal timing (if sent by prepaid post); or
 - (c) on the next working day at the relevant location following dispatch (if transmitted electronically), providing that
 - the sender receives a report that the transmission succeeded, and
 - the recipient does not promptly inform the sender that it was illegible.

Managing disputes

- 7.1 **[Internal processes]** The parties will act in good faith to endeavour to speedily attempt to resolve potential disputes, including through involving appropriate senior Personnel – although a party may at any time notify the other, in writing, that a formal dispute exists.
- 7.2 **[External processes]** If, after a notice under clause 7.1 [Internal processes], the parties do not resolve a formal dispute within 10 working days (or another period agreed in writing, including under Part G(d) [Dispute management]), then a party may:
- (a) if the dispute is critical, start court proceedings; or
 - (b) preferably, adopt alternative dispute resolution (eg, mediation) as agreed in Part G(d) [Dispute management].
- 7.3 **[Non-applicability]** Clauses 7.1 [Internal processes] and 7.2 [External processes] do not apply to:
- (a) a party seeking urgent, temporary court intervention (interlocutory relief); or
 - (b) DVA relying (including purportedly) on clause 14.1 [Reduction or cancellation] or clause 15.4 [Specified default].

— Transparency and Accountability —

Governmental framework

- 8.1 **[Public impact]** The Contractor agrees to preserve the integrity and good reputation of DVA, including when dealing with any person and the public.
- 8.2 **[Complaint handling]** If a person makes any complaint that may affect DVA's integrity or good reputation, or if any Claim made against the Contractor relates to this Agreement, the Contractor agrees to:
- (a) comply with any agreed complaints handling procedures, including any set out under Part G(d) [Dispute Resolution];
 - (b) promptly notify the Delegate about the complaint or Claim's nature, in particular where the Contractor receives a complaint alleging an interference with the privacy of an individual by the Contractor or any of its Personnel; and
 - (c) allow DVA to intervene as it decides, including managing or settling the complaint or Claim.
- 8.3 **[Access]** The Contractor agrees to provide, or arrange, prompt reasonable access for DVA (including the Delegate) and Commonwealth "Accountability Personnel", to:
- (a) premises where the Services are or were being undertaken or delivered, including by its Personnel; and
 - (b) Material relating to this Agreement, wherever located, including any system of accounting in use connected with this Agreement.
- 8.4 **[Informed consent]** Deleted.
- 8.5 **[Delegate to be involved]** If "Accountability Personnel" approach the Contractor directly, then the Contractor agrees to immediately seek directions from the Delegate about appropriate steps to take. For example, DVA may need to raise issues such as privacy, confidentiality, security, immunity from disclosure or the need for appropriate warnings.
- 8.6 **[Definition: "Accountability Personnel"]** In clauses 8.3 [Access] and 8.5 [Delegate to be involved], "Accountability Personnel" means an individual performing statutory or Parliamentary functions, including as authorised by the Auditor-General, the Ombudsman, the National Archives of Australia, the Privacy Commissioner, Parliament, or a Parliamentary Committee, and the Contractor acknowledges that any of these may name the Contractor in a public report or comment lawfully on this Agreement.
- 8.7 **[Allocated Official, Outsider etc]** The Contractor acknowledges that it, or its Personnel, may become directly subject to Commonwealth Law. This includes as an allocated "Official" under the *Financial Management and Accountability (FMA) Regulations* (being a person performing a financial task or procedure regarding "public money", including its commitment, expenditure, management or control).

- 8.8 **[Procurement reporting]** The Contractor acknowledges that certain details about the nature, price and parties to Commonwealth contracts must generally be gazetted by DVA and may also be described in its Annual Report.
- 8.9 **[Administrative law]** The Contractor agrees to cooperate with DVA in its obligations under administrative law. This includes cooperation in the handling of requests for access and applications for review of decisions under the *Freedom of Information Act 1982*. It also includes cooperating in relation to procedures regarding any administrative review tribunal or as if the Contractor were a "Commonwealth Institution" under the *Archives Act 1983*.
- 8.10 **[Other government entities]** A recipient of the Services under this Agreement may include a separate entity of the Australian government that is described in Part C(a) [Government parties]. Where more than one entity, agency or department is named then the inter-relation between them may also be explained in Part C(a) [Government parties] and references to DVA will then include that separate entity (and its Personnel).
- 8.11 **[Other scrutiny]** The parties may supplement this clause 8 as agreed in Part G(c) [Public sector].

Privacy, confidentiality and protective security

- 9.1 **[Privacy applies]** The Contractor agrees (with words in inverted commas in this clause adopting definitions from the *Privacy Act 1988*) to act as if it were a "record-keeper" regarding "personal information" and to comply with:
- (a) the "Information Privacy Principles" (regulating collection, solicitation, security, use and disclosure of personal information);
 - (b) policies of DVA or the "Privacy Commissioner" relating to managing "personal information", including cooperating with reasonable requests from the "Privacy Commissioner";
 - (c) the Delegate's directions about managing "personal information", in particular involving "Privacy Commissioner" recommendations about this Agreement;
 - (d) DVA's prohibition against trans-border flows of "personal information" without prior approval by DVA; and
 - (e) section 95C, and acknowledge section 95B, of the *Privacy Act 1988*, and in particular agrees not to use or disclose personal information or engage in any practice that would breach section 16F (direct marketing), a National Privacy Principle (NPP) (particularly NPPs 7 to 10), or an Approved Privacy Code (APC), where that section, NPP or APC is applicable to the Contractor, unless:
 - (i) in the case of section 16F - the use or disclosure is necessary, directly or indirectly, to discharge an obligation under this Agreement; or
 - (ii) in the case of an NPP or an APC - where the activity or practice is engaged in for the purpose of discharging, directly or indirectly, an obligation under this Agreement, and the activity or practice which is authorised under this Agreement is inconsistent with the NPP or APC.
- 9.1A DVA warrants that no third party rights will be breached by DVA passing personal information to the Contractor where the Contractor uses the

information only for the purposes of fulfilling its obligations under this agreement.

9.2 **[Confidential information not to be disclosed]**

- (a) Subject to clause 9.3, a party must not, without the prior written consent of the other party, disclose confidential information of the other party to a third party.
- (b) In giving written consent to the disclosure of confidential information, a party may impose such conditions as it thinks fit, and the other party in disclosing the confidential information agrees to comply with those conditions.

9.3 **[Definition: Confidentiality]** In clause 9.2 [Confidential information not to be disclosed], the phrase "confidential information" means:

- (a) the information, if any, described in Part H(c) of the Schedule; and
- (b) information that is agreed between the parties
 - in writing in accordance with clause 9.3(d), and
 - after the Agreement Dateas constituting confidential information for the purposes of this Agreement.
- (c) **[Exceptions to requirement of confidentiality]** The provisions of clauses 9.2 and 9.3 do not apply where the confidential information -
 - i. is required or authorised to be disclosed by law; or
 - ii. is or becomes public knowledge other than by breach of this clause 9; or
 - iii. is disclosed to or by the responsible Minister in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia, or relevant State or Territory Parliament, or the Australian National Audit Office (ANAO); or
 - iv. is disclosed by the party to its Personnel solely in order to comply with obligations, or to exercise Legal Rights, under this Agreement; or
 - v. is shared by DVA within DVA's organisation, or with another agency, where this serves the Commonwealth's legitimate interests.
- (d) **[Additional confidential information]** The parties may agree in writing after the commencement of this Agreement that certain additional information is to constitute confidential information for the purposes of this Agreement.
- (e) **[Period of confidentiality]** The obligations under this clause 9 continue, notwithstanding the expiry or termination of this Agreement:
 - i. in relation to an item of information described in Part H(c) of the Schedule for the period set out in the Schedule in respect of that item; and
 - ii. in relation to any information which the parties agree in writing after the commencement of this Agreement is to constitute confidential information for the purposes of this Agreement; or
 - iii. until such time as the confidential information becomes public knowledge or is no longer declared confidential by the party claiming the confidentiality.

- (f) **[No reduction in privacy obligations]** Nothing in this clause 9 derogates from any obligation which either party may have either under the *Privacy Act 1988* as amended from time to time, or under this Agreement, in relation to the protection of personal information.
- 9.4 **[Secrecy and computer crime]** The Contractor acknowledges that the *Crimes Act 1914* may apply to it, such as to prohibit disclosure of official secrets or misuse of Commonwealth computers.
- 9.5 **[No conflict of interests]** The Contractor warrants that, after diligent inquiry, no potential conflict of interest arises from entering this Agreement, including anything:
- (a) restricting the fair conduct or delivery of the Services; or
 - (b) affecting DVA adversely, including its integrity, good reputation or issues stated in Part G(c) [Public Sector].
- 9.6 **[Protective security reporting and compliance]** The Contractor agrees to:
- (a) participate, and provide full cooperation, in security reviews of the security procedures implemented, on an annual basis or as otherwise agreed;
 - (b) promptly report any security incidents, including violations and breaches, including steps taken by the Contractor to address these;
 - (c) immediately report any serious security incident (confirmed promptly in writing);
 - (d) recommend security improvements at soon as practicable; and
 - (e) comply with security requirements for the protection of information, as notified by DVA under this Agreement from time to time.
- 9.7 **[Protective security access]** Without derogating from any other right of access, DVA Personnel may at any time have access (for security reviews, security audit requirements and security performance monitoring — including in the presence of Contractor Personnel if required by DVA) to:
- (a) any premises or site of the Contractor or DVA used in connection with this Agreement; and
 - (b) any Contract Material or DVA Material under the control or custody of the Contractor.
- 9.8 **[Unauthorised access]** The Contractor agrees to ensure that DVA Material is not accessible by any means by unauthorised persons, and at DVA's request, at any time, the Contractor agrees to provide DVA with a written warranty that no breach of this clause 9.8 has occurred.
- 9.9 **[Legal Rights]** The Contractor:
- (a) warrants that, at the date of entering into the Agreement, no third party has any Legal Rights in connection with Security Classified Information that relates to this Agreement, in favour of a third party, that have not been disclosed in writing to DVA; and
 - (b) agrees that it will not at any time create, or arrange with a third party to create, any Legal Rights in favour of a third party, without prior approval from DVA (which, as noted generally under clause 16.5 [Interpretation], may be on any conditions).

- 9.10 **[Future]** The Contractor agrees not to engage in activities, or obtain interests, creating a potential conflict of interest.
- 9.11 **[Notice]** If a potential breach of this clause 9 arises, the Contractor agrees to:
- (a) promptly notify the Delegate, disclosing full details of the nature and extent of the issue, including in writing if requested by the Delegate; and
 - (b) take steps the Delegate reasonably requires.
- 9.12 **[Undertakings]** The Contractor agrees to ensure its Personnel understand this clause 9 and that they agree to give undertakings, or consent to personal checks, in a form DVA may require, to sustain this clause 9.
- 9.13 **[Breach]** DVA may rely on clause 15.4 [Specified default] if it is satisfied that the Contractor (or its Personnel) is in breach of this clause 9.

— Ownership and Licences —

Materials ownership, access and custody

- 10.1 **[DVA retains its material]** Ownership of DVA Material remains vested in DVA and any access, custody or control provided to the Contractor will be non-transferable and non-exclusive. Additional terms may be specified by the Delegate in Part H(a) [Access to DVA material].
- 10.2 **[DVA material kept safe]** The Contractor agrees to:
- (a) promptly notify the Delegate about any potential Loss of DVA Material;
 - (b) meet the reasonable requirements of the Delegate regarding the need to repair or replace DVA Material;
 - (c) ensure that neither it nor its Personnel seek or obtain a lien or mortgage over any DVA Material; and
 - (d) make no disposal, or transfer of custody or ownership, of any Material that equates to a "Commonwealth record" under the *Archives Act* 1983, without written Commonwealth approval, including from the National Australian Archives.
- 10.3 **[Contractor transfers material]** The Contractor agrees to transfer ownership of Contract Material to DVA:
- (a) upon the Agreement Date; and
 - (b) upon the creation of the Contract Material (if after the Agreement Date); or
 - (c) upon delivery to DVA (where the parties agree in Part H(a) [Access to contract material]).
- 10.4 **[Appropriate use of material]** The Contractor agrees to:
- (a) promptly ensure it is satisfied about the suitability of DVA Material;
 - (b) ensure that use, storage and disclosure of DVA Material and Contract Material occurs only according to this Agreement;
 - (c) use, maintain, protect and disclose DVA Material and Contract Material appropriately and following any conditions notified by the Delegate; and

- (d) promptly deliver to the Delegate relevant DVA Material and Contract Material it holds or controls on any relevant End Date. The Contractor may retain a copy of Contract Material for archival purposes.

Intellectual property rights (IPRs)

11.1 [Assignment]

- (a) The Contractor agrees to assign ownership of Intellectual Property Rights in Contract Material to DVA upon the Agreement Date or the creation of the Contract Material (if after the Agreement Date).
- (b) Copyright in a Thesis written by a student holding a PhD scholarship provided by this Agreement will remain vested in the student.

11.2 [Ownership] Ownership in

- (a) any DVA Material remains at all times vested in DVA;
- (b) any Material in existence at the Agreement Date (called "Pre-existing Material" and including as set out at Part H(b)) remains unaffected by this clause 11.

11.3 [Licence granted]

- (a) The Contractor grants to DVA a licence to Pre-existing Material on the terms set out in Clause 11.4 as required for DVA's use of Contract Material.
- (b) The Contractor grants to DVA a licence to the Thesis on the terms set out in Clause 11.4

11.4 [Definition of Licence] The Licence granted in clause 11.3 [Licence granted] means a permanent, irrevocable, worldwide, royalty-free, non-exclusive right to use, reproduce, adapt and exploit the Material, and includes anything in the nature of copyright under the *Copyright Act 1968*, which includes all Rights for Material as set out at clause 18.1.

11.5 [Moral Rights] The Contractor genuinely consents, and warrants that any individuals comprising its Personnel genuinely consent, to the Commonwealth or its Personnel doing any act or omission that would otherwise constitute an infringement of "moral rights". In interpreting this consent, it applies to:

- (a) moral rights including the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship;
- (b) any Material, including literary, dramatic, musical or artistic works or cinematograph films, incorporated in any Contract Material;
- (c) any individual who is an author or a joint author of relevant Material; and
- (d) the full extent possible in Law, and outside Australia, including acts or omissions that may occur at any time, such as before the Agreement Date.

11.6 [Crown copyright] The Contractor acknowledges that, as defined under the *Copyright Act 1968*, the Crown in right of the Commonwealth:

- (a) is the copyright owner of an original copyright 'work' first published in Australia by, or under the direction or control of, the Crown; but
- (b) may agree with an author to vest copyright in the author (or any person).

- 11.7 **[Warranty]** The Contractor warrants that it is entitled, or will be entitled at relevant times, to assign or license relevant Intellectual Property Rights under this clause 11.
- 11.8 **[Effectiveness]** The Contractor agrees to ensure this clause 11 takes full effect, including through signing documents the Delegate requires or complying with matters agreed in Part H(b) [IPRs] or arising under any other obligation in this Agreement, including arising under clause 8 [Governmental framework], clause 9 [Privacy, confidentiality and no conflict of interests] or clause 10 [Materials ownership and access].

— Risk Management —

No employee, partner or agent status

- 12.1 **[Independent contractor]** The Contractor acknowledges that it has entered into this Agreement as an independent contractor consistent with the purpose stated in Part A(a) [Agreement's purpose] and, under this Agreement, it gets paid to achieve specific outcomes, largely supplies its own Personnel and equipment for delivery of the Services and bears the risks, including liability for defective work. Accordingly, the Contractor agrees this Agreement does not:
- (a) entitle the Contractor (or its Personnel) to claim from DVA employment entitlements, including annual, sick or long service leave, workers' compensation, superannuation or pension benefits or to have DVA make contributions to a fund for the provision of superannuation or pension benefits to the Contractor; or
 - (b) make the Contractor (or its Personnel) an employee, partner or – subject to clause 12.2(b) [Agency] – an agent of DVA.
- 12.2 **[Not an agent without express authorisation]** The Contractor agrees to not represent itself, and agrees to ensure that its Personnel do not represent themselves, as:
- (a) being an employee or partner of DVA (or its Personnel); or
 - (b) able to bind or represent DVA (or its Personnel) beyond any express authority given in Part J(a) [Status].

Indemnity and insurance

- 13.1 **[Contractor's liability]** The Contractor agrees to indemnify DVA (and its Personnel) against any Loss reasonably incurred, at any time, in relation to this Agreement, from any Claim, regarding or incidental to any:
- (b) fault, including deficient or inaccurate information, negligence (whether involving acts or omissions) or wilful misconduct, of the Contractor or its Personnel;
 - (c) deleted;
 - (c) breach of clause 9 [Privacy, confidentiality and no conflict of interests];
 - (d) breach of Intellectual Property Rights, whether involving any assignment, licence or warranty under clause 11 [IPRs]; and
 - (e) workers' compensation or other insurance payments or Claims, including for premiums or compensation paid in relation to the Contractor or its Personnel.

- 13.2 **[Scope of liability]** The Contractor's liability under clause 13.1 [Liability]:
- (a) will not exceed the full amount of the relevant Loss; and
 - (b) is reduced proportionally to the extent that DVA was at fault in contributing to the Loss; but
 - (c) does not exclude any other Legal Rights available to DVA.
- 13.3 **[Insurance and risk management]** The Contractor, in ensuring its own viability as well as to support its commitments under this Agreement, agrees to:
- (a) obtain and maintain appropriate insurance from a reputable insurer, including as agreed in Part I(a) [Contractor's insurance];
 - (b) promptly prove, upon request, that its insurance is current;
 - (c) enable DVA to communicate directly with its insurer; and
 - (d) conduct any risk management activities as agreed in Part I(b) [Risk management].

Compensated reduction or cancellation

- 14.1 **[DVA may reduce or cancel services]** DVA reserves the right to reduce the scope of, or cancel this Agreement, at any time including where there is a significant change in Commonwealth policy or where there is a change in control or ownership of the Contractor, by written notice stating any End Date(s).
- 14.2 **[What the contractor must do in response to notice]** Upon being given notice under clause 14.1 [Reduction or cancellation], the Contractor agrees to:
- (a) stop relevant aspects of the Services from the revised End Date;
 - (b) continue with aspects of the Services not affected by the notice; and
 - (c) promptly prepare an invoice for payment relating to the relevant End Date (bearing in mind the limitation on compensation stated in clause 14.3 [Limits]).
- 14.3 **[Limitation of liability]** DVA's liability to compensate under clauses 14.1 [Reduction or cancellation] and 14.2 [Contractor response] extends only to:
- (a) paying fees, reimbursing costs and providing assistance for Services
 - rendered before the relevant End Date; and
 - continuing, where reduced, after the relevant End Date with payment reduced proportionately to match the remaining reduced Services;
 - (b) compensating the Contractor for costs reasonably incurred and directly attributable to the reduction or cancellation including aspects anticipated under Part G(a) [Disengagement]; and
 - (c) a limit of the reasonable total payments that it otherwise would have paid, and not to cover prospective profits the Contractor might have lost.

Default and termination procedures

- 15.1 **[Cooperation]** Where a party has breached this Agreement in any way (default) it should take active measures to rectify the default as soon as possible, including discussing appropriate options with the other parties.

- 15.2 **[Rectification notice]** Where a party may reasonably rectify a default under this Agreement, the other parties may give it a written notice requiring rectification within:
- (a) 10 working days; or
 - (b) any other period to which the parties agree, including as agreed under Part I(b) [Risk management] in relation to the relevant form of default.
- 15.3 **[Termination for default]** If a party cannot reasonably rectify a default under clause 15.2 [Rectification], the other party may, by written notice stating any End Date(s), terminate:
- (a) partially, regarding sufficiently severable aspects of this Agreement; or
 - (b) fully.
- 15.4 **[Specified default]** DVA may terminate this Agreement partially (regarding sufficiently severable aspects) or fully, by written notice stating any End Date(s), if the Contractor:
- (a) as an individual, becomes bankrupt or enters into a scheme of arrangements with creditors;
 - (b) as a body corporate, becomes subject to a form of external administration, including under the *Corporations Law*; or
 - (c) defaults in a manner that provides DVA with Legal Rights to terminate immediately, including regarding a matter noted under this Agreement (including Part I(b) [Risk management]) that provides rights to terminate under this clause 15.4.
- 15.5 **[Rights reserved]** A party may exercise its Legal Rights under this clause 15 without prejudicing any other Legal Rights that may accrue at any time. This includes either party's ability to recover any Loss, and specifically DVA's ability to recover costs of making other arrangements to obtain expected Services that the Contractor did not complete.

— Interpreting This Agreement —

Status, interpretation, priority and presumptions

- 16.1 **[Entire agreement and status]** This Agreement:
- (a) has the intended legal status agreed in Part J(a) [Legal status];
 - (b) exists within the context stated in Part J(b) [Context];
 - (c) constitutes the parties' entire understanding, superseding any oral or written communications, negotiations or arrangements about the Services; and
 - (d) creates no expectation to engage the Contractor for other services.
- 16.2 **[Applicable law]** The jurisdiction applicable to legal interpretation of this Agreement is the Australian State or Territory where DVA's signatory was located or the jurisdiction agreed by the parties in Part J(c) [Applicable Law].
- 16.3 **[Priority]** The following order of priority applies to resolving any inconsistency that may arise between aspects of this Agreement:
- (a) a clause prevails over;

- (b) the Signatures Page, which prevails over;
- (c) the Schedule, which prevails over;
- (d) an Attachment.

16.4 **[Waiver and presumptions for interpreting this agreement]** In this Agreement, unless the contrary intention appears:

- (a) a party that does not enforce its Legal Rights does not signify waiver of those rights;
- (b) a party that waives any specific default does not waive ongoing default;
- (c) decisions of DVA are made at its absolute discretion;
- (d) reference to legislation (whether primary or subordinate) means legislation of the Commonwealth, as amended over time;
- (e) reference to a clause includes any subclause or paragraph within it;
- (f) reference to a defined term applies to all grammatical forms of that term;
- (g) reference to sums of money are in Australian currency;
- (h) reference to a gender includes any other gender: ie, female (eg, 'she'), male (eg, 'he'), or neutral (eg, 'it'); and
- (i) words in the singular include the plural and vice versa.

16.5 **[Rules for interpreting this agreement]** In this Agreement:

- (a) any Legal Rights relating to this Agreement are cumulative and do not exclude any other Legal Rights (plus any clause stating this expressly does not weaken the effect of this interpretive rule regarding any other aspect of this Agreement);
- (b) the exercise by a party of Legal Rights does not derogate from those or other Legal Rights, including future exercise of those or other Legal Rights;
- (c) any approvals provided by DVA may include additional conditions (including rights to review and clear relevant documentation);
- (d) where "include" (in any form) is used in this Agreement, examples following it do not limit the scope of the relevant issue to a specific example or class of examples; and
- (e) a term defined within a clause, used only within that clause, carries the same meaning when used in the Schedule.

16.6 **[Survival]** Clauses that survive relevant End Date(s) of this Agreement are:

- (a) clauses 3.7 [Deferment] and 3.8 [Discrepancies];
- (b) clause 7 [Managing issues and disputes];
- (c) clause 8 [Governmental framework];
- (d) clause 9 [Privacy and protective security];
- (e) clause 13 [Indemnity and insurance]; and
- (f) this clause 16.

Variation, novation, assignment and severance

17.1 **[Variation]** This Agreement can only be varied in writing, signed by the Delegate and by the Contractor's authorised representative(s). The parties may agree on specific procedures for managing variations in Part J(b) [Amendments], including the format for describing any chronology of variations.

- 17.2 **[Novation]** If the Contractor considers transferring its Legal Rights and obligations under this Agreement to any other person (ie, novation), the Contractor agrees to:
- (a) promptly notify DVA of its intentions, explaining the issues;
 - (b) provide any information required by DVA about persons involved in a potential novation; and
 - (c) before attempting any novation, obtain written DVA approval, in which conditions may include acknowledgment by the Contractor that it has residual obligations after the relevant End Date.
- 17.3 **[Assignment]** The Contractor agrees to obtain written DVA approval before assigning any Legal Rights under this Agreement – including any right to payment.
- 17.4 **[Severance]** If any Law renders a provision of this Agreement invalid, void or unenforceable, then the parties will attempt to rectify the consequences by negotiations in good faith. If this Agreement becomes frustrated, uncertain or varied fundamentally, either party may elect to cancel it upon reasonable notice, while committing to negotiate fair restitution for either party, as applicable.

Definitions

18.1 In this Agreement, unless the contrary intention appears:

Agreement	Means this document (embracing the clauses, information in the Signatures Page and the Schedule) plus any express Attachment. This Agreement does not include the title page, table of contents, document overview, headings or words in square brackets ("[]"): however, these may help clarify any inconsistencies.
Agreement Date	Means the date upon which the parties initially form this Agreement (ie, the date of the last relevant signature on the Signatures Page).
Anti-Discrimination Laws	Includes the <i>Race Discrimination Act 1975</i> , <i>Sex Discrimination Act 1984</i> , <i>Disability Discrimination Act 1992</i> and the <i>Equal Opportunity for Women in the Workplace Act 1999</i> .
Attachment	Means a document referred to expressly by a clause or Part as describing a relevant aspect of this Agreement.
Claim	Includes potential claim, suit, demand, action or proceeding from any person.
Commonwealth	Means the Commonwealth of Australia.
Contract	Means this document (embracing the clauses, information in the Signatures Page and the Schedule) plus any express Attachment. This Agreement does not include the title page, table of contents, document overview, headings or words in square brackets ("[]"): however, these may help clarify any inconsistencies.
Contract Execution	Means the date of the last relevant signature on the Signatures Page

Contract Material	Means all Material (including as described in Part D(b) [Deliverable material]): (a) brought into existence, for this Agreement's purpose under Part A(a) [Purpose], (b) incorporated in, supplied with or to be supplied with the Material described in paragraph (a), and (c) copied or derived from the Material in paragraphs (a) or (b).
Contractor	Includes its Personnel, and specific references to the Contractor's Personnel do not limit other references made to the Contractor only.
Delegate	Means the individual with the position described in Part C(b) [Commonwealth's representative] or as the Secretary nominates.
Department	Means the Department of Veterans' Affairs (or, if amended, the agency described Part C(a) [Government party]).
DVA	Means the Commonwealth (as represented by and acting through the Department, including its Personnel) as well as the Repatriation Commission and its Personnel, named in this Agreement under clause 8.9 [Other government entities]. Specific references to DVA's Personnel do not limit other references made to DVA only.
DVA Material	Means Material that the Commonwealth, including DVA, provides under this Agreement or that the Contractor obtains from the Commonwealth, or Material copied or derived from the Material provided or obtained.
End Date	Means the date of a partial or full discharge of this Agreement, whether by cancellation, termination, frustration, Law or through the expiration of a relevant requirement for the Services.
GST	Means the Goods and Services Tax under <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Individual	Means a natural person (ie, not a corporation or a government body).
Intellectual Property Rights	Includes, regarding in any country in the world and including the ability to register these rights (where applicable): (a) patents and plant varieties, (b) trade marks (including service marks), design rights, business names and official emblems and crests, (c) copyright (including neighbouring rights), circuit layouts, and confidential information (including trade secrets and know how), and (d) other rights applicable to or resulting from industrial, scientific, literary or artistic intellectual activity.
Law	Includes any relevant: (a) legislation (whether primary or delegated, from any Australian government, ie Commonwealth, State, Territory or local), and (b) judicial ruling (including under the common law or the rules of equity).
Legal Rights	Means any rights, powers, remedies or benefits available at Law or under this Agreement.
Liaison Person	Means the individual with the position described in Part C(b) [Commonwealth's representative] or as the Delegate nominates.
Loss	Includes any damage, liability, loss, injury or death, including economic loss and legal costs or expenses arising on a solicitor/own client basis.

Material	Means any object (including any goods, equipment, and deliverables), record (including as defined under the <i>Archives Act 1983</i>), document, software, information, or subject matter in which Intellectual Property Rights subsist.
Notice	Means a formal communication between the parties made in writing.
Part	Means a part of the Schedule that describes a relevant aspect of this Agreement, identifiable by its heading with letter(s) and referred to expressly in a clause.
Party	Means, as applicable, DVA, the Contractor and their respective Personnel.
Person	Includes an individual, a body corporate (eg, an incorporated association, a statutory authority or a company, including a financial or trading corporation), a body politic (eg, a government), an office, commission, authority, committee, tribunal, board, institute, trust, partnership or any other organisation or unincorporated association
Personnel	Includes any party's officer, partner, employee, agent, volunteer, bailee, contractor, subcontractor, executor, administrator, substitute, successor, licensee or assignee but - when applied to one party - does not include the other party or that other party's Personnel. Personnel also includes any student enrolled at the University of South Australia involved in any aspect of work associated with the Contract.
Potential	Includes potential, apparent or actual situations.
Repatriation Commission	Means the body corporate continued in existence under the <i>Veterans' Entitlements Act 1986</i> or any other government agency that carries out functions equivalent to the Repatriation Commission.
Research	Research refers to delivery of the core Prescriber Feedback Program and evaluation of its effect and the generation of new knowledge from work authorised under the Contract.

Rights	Means, with regard to: <ul style="list-style-type: none"> (a) original literary, dramatic, musical or artistic works - to reproduce in a 'material form', publish, perform in public, broadcast or include in a broadcast, transmit to diffusion service subscribers, make an adaptation, or commercially rent a reproduction in a sound recording or as a computer program; (b) sound recordings - to make a record embodying a recording, cause a recording to be heard in public or broadcast a recording; (c) cinematograph films - to copy a film, broadcast a film, cause a film to be transmitted to diffusion service subscribers or to cause a film's visual images to be seen - or sounds to be heard - in public; (d) television and sound broadcasts - to re-broadcast, make a cinematograph film or a sound recording of a broadcast or to copy a film made of a broadcast or a record embodying broadcast; and (e) published editions of one or more literary, dramatic, musical or artistic works - to reproduce an edition, including through a photographic process.
Secretary	Means the individual performing the duties of Secretary of the Department or any individual the Secretary designates in writing in relation to this Agreement.
Security Classified Information	Means information that has a security classification as defined from time to time by DVA, having regard to advice from the Commonwealth Protective Security Coordination Centre. Generally such information will be that designated as 'Commercial-In-Confidence'.
Services	Means services (including deliverables), Material and Intellectual Property Rights required for the Contractor to fulfil this Agreement, including those described in clause 1 [Services] and Part D(a) [Services].
Signature	Includes the application of seal, on the Signatures Page or for amendments.
Signatures Page	Means the pages executed (by signatures or affixing a seal as appropriate) by each party to indicate intention to create legal relations under this Agreement or to establish such other status as defined through clause 16.1 [Agreement status].
Thesis	Means a thesis written by a student holding a PhD scholarship provided by this Agreement.
Writing/written	Includes any reasonable mode of representing or reproducing words, figures, drawings or symbols in a visible form.

THE SIGNATURES PAGE

Signed for and on behalf of: University of South Australia	
by:	s 47F s 47F University of South Australia
Signature and date: / /	
Witnessed by:	s 47F s 47F Quality Use of Medicines and Pharmacy Research Centre
Signature and date: / /	

Signed for and on behalf of the Commonwealth of Australia's Department of Veterans' Affairs and the Repatriation Commission	
by:	Ian Campbell Acting Secretary, Department of Veterans' Affairs
Signature and date: / /	
Witnessed by:	Robert s 47F Director Medication Management, Department of Veterans' Affairs
Signature and date: / /	

Attachment 1 – Statement of Work

(Clause 1.3)

1. Purpose

The purpose of this Attachment is to describe the Services to be provided by the Contractor.

2. Services

The Services to be provided under this Statement of Work include:

- Delivery of the Prescriber Intervention and Feedback Program (PFP);
- Development and delivery of innovative projects consistent with the objectives of the PFP; and
- Where approved, assist in the roll out of projects as a national implementation.

3. Prescriber Intervention and Feedback Program Services

The Contractor is to:

- Work with the Department at a strategic and operational level to deliver program objectives;
- Provide Research and program delivery services;
- Conduct regular retrospective analysis of the Department's prescription claims database (RPBS claims data held by the Health Insurance Commission (HIC));
- Conduct regular analysis of the DVA data set, MBS claims data and hospital data;
- Utilise analytical capabilities to deliver targeted patient specific information to the individual veteran's prescriber;
- Provide LMO, veteran, or other stakeholder education material; and
- Undertake service delivery, for example LMO, veteran, or other stakeholder group education and mail out services.

PFP activities during the first year of the Contract will be primarily concerned with establishing the new service, delivery of the first prescriber feedback and education module, identification and delivery of one subsequent module, preparation of the third module and initiating the approved innovative project.

PFP activities in the second and third years of the program will be focused towards delivery of prescriber feedback and education modules and delivery of approved innovative projects.

The Contractor will deliver a final program evaluation report at the end of year three, or in the event of a Contract extension, the final year of the Contract.

The services to be delivered during each year of the Contract are described below.

Year One of the Contract

The services are to follow a structured implementation process. Services will include:

- establishment of program management arrangements;
- establishment of sub contractor arrangements;

- establishment of Reference Groups
- conduct of an initial consultation process;
- data manipulation and analysis;
- delivery of the first PFP module;
- selection of subsequent PFP modules;
- delivery of the second PFP module;
- preparation of the third PFP module;
- delivery of the approved innovation activity and
- preparation of business cases for approved candidate projects.

3.1.1 Establish Program Management Arrangements

The Parties shall establish operational management arrangements to facilitate implementation of the Contract within 5 days of Contract execution. Initially, the operational management arrangements will comprise a project manager / liaison officer appointed by each of the Parties. The project managers / liaison officers will:

- review and monitor progress under this Contract and report thereon to the parties;
- consider and present recommendations to the Parties regarding proposed changes to this Contract;
- approve changes to plans and specifications on behalf of the Parties; and
- carry out such other functions as are set out in this Contract or agreed in writing by the parties.

Following Contract commencement the Contractor will develop a detailed project plan for the PFP providing full detail of key deliverables and milestones. The plan will be completed within twenty five (25) working days of Contract commencement and the approval / agreement process will be completed within thirty five working days (35) of Contract commencement.

The Department will promptly review the project plan when the Contractor submits it. The Contractor will accommodate any requests for alteration reasonably made by the Department in order to satisfy the requirements of this Contract.

The Department must approve the project plan when satisfied that it is consistent with the requirements of this Contract. The project plan must be approved by the date specified in the Statement of Work or, if applicable, before the expiry of any extended period which is specified in the Contract Details or which is otherwise agreed between the parties. Substantial delays in the approval process will lead to consideration of the impact on timelines and deliverables.

The Department is not required to approve the project plan if it is inconsistent with the requirements of the Contract. The Department will provide the Contractor with details as to why it considers the project plan is inconsistent with the requirements of the Contract and provide the Department with an opportunity to rectify that inconsistency prior to the date upon which approval of the project plan is due. The agreed plan will be implemented in conjunction with the Department.

The project plan will address, but not be limited to, the following:

- Establish Contract arrangements:
 - formalise Memorandum of Agreement with consortium members, and
 - negotiate other subcontracts;
- Initial Setup:
 - equipment procurement,
 - recruit staff, and
 - negotiate data arrangements with the Department;
- Stakeholder consultation:

- meetings with stakeholders under Departmental arrangements;
- Delivery of initial PFP modules:
 - Data analysis,
 - Module planning,
 - Module development, and
 - Module delivery;
- Develop and agree on project procedures;
- Develop reporting templates;
- Initial meetings with sub-contractors;
- Establish Reference Groups;
- Safety Plan;
- Communication Plan;
- Risk Assessment and Mitigation Strategy;
- Intellectual Property Plan for the use and protection of the Parties IP; and
- Quality Plan (including Project Review Plan).

The Parties shall establish the Program Management Committee within two (2) calendar months from Contract execution. The first meeting will address the work plan for year one.

3.1.2 Establish Project Executive Committee

The Contractor will establish the Project Executive Committee within twenty (20) working days from Contract execution.

3.1.3 Establish Sub Contractor Arrangements

In addition to those subcontractors already approved and noted at Part B(d) of this Agreement, the Contractor may subcontract the work to be performed under the Contract. Such additional subcontracting will be subject to the approval of the Department. The Contractor is responsible for ensuring that any obligations which it subcontracts are performed by the subcontractor concerned. The Contractor will ensure that each subcontractor is aware of the provisions of this Contract relevant to that part of the work which the subcontractor is to perform. The Contractor will ensure that all subcontracts contain the privacy, confidentiality and protective security provisions specified in this Contract.

The Department may on reasonable grounds request withdrawal and/or replacement of any subcontractor.

The subcontractors named in the Schedule B (d) are approved for use in this project. Within twenty working days of Contract commencement the Contractor is to establish subcontractor arrangements via letter of intent with the approved subcontractors. Where agreed subcontractor arrangements cannot be established within the time period the Contractor is to advise the reasons to the Department. The Contractor is to provide the Department with copies of the subcontractor arrangements prior to the transfer of data from DVA.

The Contractor is to establish arrangements with DVA for the delivery of data. Discussions with DVA are to be initiated within ten (10) working days from Contract Execution.

3.1.4 Establish Reference Groups

The Contractor is to establish, with the assistance of DVA, the reference groups of key stakeholders (medical practitioners, veterans, other health professionals and professional organisations). The reference groups are to be provided with the opportunity for direct medical input to the Contractor and feedback to the constituency on project plans and activities.

The following groups are to be established:

- Clinical Reference group within five (5) calendar months from Contract execution;
- Practitioner Reference group, within five (5) calendar months from Contract execution; and
- Veterans Reference Group, within five (5) calendar months from Contract execution.

3.1.5 Initial Consultation Process

An initial consultation process with key stakeholders will be undertaken during the project establishment phase to inform the Contractor on the engagement of all key stakeholder groups as participants in formulating the design and content of the Program and Program materials. The process will be co-ordinated by the Department. The consultation process is to be initiated within thirty (30) working days of Contract Execution).

3.1.6 Commence data manipulation and analysis

Data cleansing and analysis are to commence within twenty (20) working days of the completion of data transfer from DVA. Following the initial delivery of data, data cleaning and analysis is to occur on a regular basis in a timely fashion to enable the development of new program modules and delivery in accordance with the agreed project plan.

3.1.7 First PFP Module

The first PFP module is to be "Medication Review" which will be based on patient risk assessment in general practice and patient safety. The Contractor is to use data which identifies veterans and links them to their primary prescribing LMO. The LMOs will be provided with a list of veteran patients and offered assistance in facilitating medication reviews in those patients that meet specific risk criteria. Prescriber educative material will be supplied as part of the module. Assistance with medication reviews is to be offered through established networks of NPS facilitators in Divisions of General Practice across Australia.

The first PFP module is to be available for distribution to identified stakeholders through agreed delivery mechanisms within six (6) months of Contract execution.

3.1.8 Second PFP Module

Identification and development of the second PFP module is to commence within six (6) months from Contract Execution and best practice material is to be available for distribution to identified stakeholders through agreed delivery mechanisms within nine (9) months of Contract Execution.

3.1.9 Select Subsequent PFP Modules

Selection of third and subsequent PFP modules is to occur in consultation between the Parties. The Contractor is to offer suggested modules within nine (9) calendar months from Contract Execution.

3.1.10 Third PFP Module

Development of the third PFP module is to commence within nine (9) months from Contract Execution and best practice material is to be available for distribution to identified stakeholders through agreed delivery mechanisms within twelve (12) months of Contract Execution.

3.1.11 PFP Module Deliverables

PFP module deliverables are described at Part D (b) of the Contract. Specific deliverables for each module will be as agreed by the Program Management Committee.

3.1.12 Innovation Activities

Innovation activities comprise strategies, approaches and processes to enhance core program delivery and innovative projects to test major new initiatives. Core program enhancements are addressed at section 4 below. The process for the approval of new innovative projects is described at section 5, candidate projects approved for business case development are at section 6, and innovation projects approved for implementation are at section 7.

Year One Core Program Milestones and Timeframes

The conduct and delivery of Services are to conform with the provisions of Part D of the Contract.

The timeframes and key milestones for the completion of Services and / or delivery of Products are as follows:

No	ACTIVITY
1	Contract execution
2	Operational management participate in briefings to discuss project initiation activities <i>(within 3 working days of Contract Execution)</i>
3	Establish operational management arrangements to facilitate implementation of the Contract <i>(within 5 working days of Contract Execution)</i>
4	Initiate discussions with DVA for the delivery of data <i>(within ten 10 working days from Contract Execution)</i>
5	Establish the Program Management Committee <i>(within two 2 calendar months of Contract Execution)</i>
6	Establish Project Executive Committee <i>(within 20 working days from Contract Execution)</i>
7	Establish subcontractor arrangements through the exchange of letters of intent <i>(within 20 working days of Contract Execution)</i>
8	Deliver project plan <i>(within 25 working days of Contract Execution)</i>
9	Initiate initial consultation process <i>(within 30 working days of Contract Execution)</i>
10	Initiate First PFP Module <i>(within 30 working days of Contract Execution)</i>
11	Complete a risk assessment and associated risk management strategy <i>(within 30 working days of Contract Execution)</i>
12	Complete project plan approval / agreement <i>(within 35 working days of Contract Execution)</i>
13	Work plan for year one considered at first Program Management Committee meeting <i>(within 2 calendar months from Contract Execution)</i>
14	Decision on option of acquiring the existing PFP computer system <i>(within 3 calendar months from Contract Execution)</i>
15	Complete Standard Operating Procedures for the handling of sensitive material <i>(prior to the first receipt of data)</i>
16	Complete physical, system and personnel security arrangements for the transfer, storage and analysis of Departmental sensitive material <i>(prior to the first receipt of data)</i>
17	Audit of security measures <i>(prior to the first receipt of data)</i>
18	Data cleansing and analysis commences <i>(within twenty working days of the transfer of data from DVA)</i>
19	Development of the second PFP module commences <i>(within 6 months from Contract Execution)</i>
20	Establish Reference groups <i>(within 5 calendar months from Contract Execution)</i>
21	Initial data analysis is completed <i>(within 6 calendar months from the receipt of</i>

	<i>the data from DVA)</i>
22	Delivery of the First PFP Module intervention activity report <i>(within 8 calendar months from Contract Execution)</i>
23	Best practice material for the second PFP module available for distribution <i>(within 9 months of Contract Execution)</i>
24	Suggested (subsequent) PFP modules proposed <i>(within 9 calendar months from Contract Execution)</i>
25	Development of the third PFP module commences <i>(within 9 months from Contract Execution)</i>
26	Submit candidate project business case <i>(within 9 calendar months from Contract Execution)</i>
27	Best practice material for the third PFP module available for distribution <i>(within 12 months of Contract Execution)</i>
28	Program achievements and possible enhancements considered at an executive program management meeting <i>(within 11 calendar months from Contract Execution)</i>
29	Program report for year one <i>(within 11 calendar months from Contract Execution)</i>

Years Two and Three of the Contract

Services to be delivered during years two and three will be influenced by the year one activities and outcomes and are therefore subject to confirmation. At Contract Commencement, the planned deliverables are:

Deliverable	Frequency
Data Base Analysis	A minimum of four times per year
Healthcare Trends and Program Direction Advice	Ongoing
Stakeholder Education - Prescriber education material	Ten times within the 3-year contract period with an objective of four times per year
Stakeholder Education - Veterans' educational material	Ten times within the 3-year contract period with an objective of four times per year
Stakeholder Education - Other Stakeholder Education material	Ten times within the 3-year contract period with an objective of four times per year
Stakeholder Response Evaluation - LMO response evaluation	In conjunction with the issue of education material
Stakeholder Response Evaluation - Veteran response evaluation	In conjunction with the issue of education material
Stakeholder Response Evaluation - Other stakeholder response evaluation	In conjunction with the issue of education material
Publication of clinical studies and program outcomes	High profile and widely read professional journals to be targeted.
Health professional conferences	Objective of 2 local and 1 international conference per year.
Approved innovative projects	Undertaken in accordance with approved work orders.
Identification of candidate projects	Progressive
New deliverables	As specified in work orders.

Planning for year two deliverables is to be completed and submitted to the Program Management Committee for agreement within nine calendar months from Contract execution. Planning processes for subsequent years are to be completed three months prior to the end of the program year.

The timeframes and key milestones for the completion of Services are as follows:

ACTIVITY
Year 2 program plan submitted for approval (<i>within 9 months from Contract Execution</i>).
Subsequent years program plans submitted for approval (<i>three months prior to the end of the then current program year</i>)
Draft final program report (<i>within 30 calendar days prior to the third anniversary, the Contract commencement, or if extended the final year of the Contract</i>)
Final program report inclusive of financial statements (<i>within 60 days of the Contract End Date</i>)

Final Year of the Contract

The Contractor is to develop a plan for the disengagement from the services and program 12 months in advance of the Contract ending to ensure a smooth transition.

This will include but not be limited to:

- skills transfer to Department staff or other contractors through joint training sessions;
- provision of education and communication material and manuals developed throughout the Contract period;
- provision of all articles and presentations developed throughout the Contract period;
- return of all data in a secure manner;
- conduct of debriefing sessions with key Department personnel; and
- provision of full documentation on all computer programs used in the delivery of the program including systems design.

Core Program Enhancements

The Contractor is to incorporate enhancements into the core program and evaluate and report on their success. The enhancements are only to be incorporated where it is expected that the program would benefit from their employment. The enhancements include, but are not limited to:

- Inclusion and linkage of RPBS data with MBS, hospital data and GP desktop data.
- Integration with existing QUM programs with established funded QUM services.
- Employment of an extended range of feedback mechanisms such as print, mail out, case-based discussion, and seminars.
- Hospital and community pharmacists will receive information in conjunction with core professional communication material.
- Utilisation of specific reference groups in the development of communication and feedback strategies.
- Prescribers provided with additional feedback material such as aggregated veteran data and academic detailing.

- Provision of multidisciplinary case study sessions to LMOs, pharmacists and nurses in conjunction with the Divisions of General Practice.
- Matching the delivery mechanism of prescriber education material to prescriber preference.
- Tailoring the education message to veterans and carers recognising the unique impact of visual, hearing, mobility and cognitive impairment factors.

4. Innovative Projects and Additional Work

From time to time, the Department may request the Contractor to conduct innovative projects or undertake other services in conjunction with delivery of the core program. Innovative "candidate" projects or additional services might be suggested by either the Department or the Contractor.

Details of innovative projects approved on Contract execution and the work to be undertaken are provided at paragraph 7 below. Unless otherwise agreed by the Parties in writing, innovative projects will be initiated, conducted and delivered in accordance with the procedures and requirements described below. The conduct of additional services are to be agreed between the Parties and are subject to the issue of a work order.

Candidate Project Briefs

An innovative "candidate" project may be identified by either the Department or the Contractor but project briefs and business cases will primarily be prepared by the Contractor.

A candidate project brief is prepared in accordance with the template at Attachment 2 and presented to the Program Management Committee for consideration. The Program Management Committee will determine if the proposal should proceed to the development of a candidate project business case.

Business Case

Development of a business case is dependent on approval of a candidate project brief. A business case is prepared in accordance with the template at Attachment 3 and presented to the Program Management Committee for consideration. The Program Management Committee will decide if a project will be initiated.

Where a business case is approved, the Department may issue a Work Order in the format of the template at Attachment 4.

There is to be no expectation of the timeliness with which the Department will issue a work order, or indeed, that the Department will issue a work order at all.

National Roll Out of Innovative Projects

Where an innovative project is considered to be successful, or where a candidate brief has been approved, a business case for a national roll out may be submitted. National roll out of an innovative project is dependent upon the issue of a work order.

Work Order

The issue of a work order is dependent on approval by the Department delegate.

5. Approved Candidate Projects

The Contractor is to develop business cases for the following candidate projects:

- Continuity of Care Innovation
- Aged Care Facilities Innovation

- Skilled Consumer Innovation
- IT Innovation

Candidate project business cases are to be developed and submitted to the Program Management Committee within nine (9) calendar months of Contract execution.

6. Approved Innovative Projects

PhD Scholarships

A maximum of two PhD scholarships to the value of \$35,000 per scholarship per year may be funded for the three-year duration of the Contract. The graduate scholars will be located within approved project initiatives and the topics will be set in consultation with the Department. The students will not replace key research staff, but they will provide a steady stream of high quality publications to disseminate learnings, as well as establish a critical mass of highly qualified individuals who are expert in this area. Conditions governing award and operation of the scholarship are:

- The Contractor is to propose graduate students who have potential to contribute to veteran well being and the conduct of an innovative project;
- Nominations for the first scholarships are to be provided to the Department within two (2) calendar months from Contract execution;
- The Contractor is to supervise the work of the graduate student;
- A report on the progress of the research is to be provided to the Department every four months;
- The research is to be completed within three years;
- Topics of PhD theses will be approved and agreed between the Parties.

7.2 Scholarship Milestones and Timeframes

The timeframes and key milestones for the PhD scholarships are:

ACTIVITY
Nomination of students for initial PhD scholarships (<i>within 2 calendar months of Contract Execution</i>)
Research progress report every 4 calendar months from scholarship allocation
Research to be completed and report produced within 36 calendar months of scholarship allocation

Attachment 2 – Candidate Project Brief Template

1. Purpose

The purpose of this Attachment is to describe the form of the Project Brief Template and the information necessary to enable a decision as to whether to develop a business case to obtain the funding necessary for the project to go ahead.

2. Project Brief Content

The Project Brief will initiate consideration of a candidate project. The Project Brief will contain all information appropriate to each section which is readily available and will describe:

- Overview

Overview of the candidate project, including background, history and supporting documents.

- Context

How the candidate project fits into the overall PFP, how it assists in meeting overall objectives.

- Business Imperatives

Definition of what the candidate project hopes to achieve.

- Objectives and Scope

Description of probable objectives and scope.

- Critical Success Factors

Statement of the probable factors that will result in a successful project.

- Stakeholders

List known potential stakeholders and indicate their level of involvement.

- Risk

Identify known risks.

- Major Benefits and Opportunities

Brief discussion of the benefits and opportunities expected if the candidate project proceeds. The business effort needed to reach the desired result should be noted.

- Assumptions and Dependencies

State any specific assumptions known about the candidate project. State any known "things" on which the project might depend.

- Other Relevant Information

State all other relevant information about the candidate project. This might include international experience.

- Major Activities

Indicate the major activities and timings associated with the preparation of a business case.

- Existing Documents

Include a statement of related documents.

- Related Projects or Activities

Brief details of other projects or activities related to this project.

- Glossary of Terms

Attachment 3 – Business Case Template

1. Purpose

The purpose of this Attachment is to describe the form of the Business Case and the information necessary to make a decision as to whether to initiate the project and to obtain the funding necessary for the project to go ahead.

2. Business Case Content

The Business Case will provide the foundation for the innovative project and will reflect the importance and complexity of the project. The Business Case will contain all information appropriate to each section which is readily available and will describe:

- Background

- Overview

- Objectives

At a minimum, this needs to include the major objectives of the candidate project.

- Scope

At a minimum, this needs to include the major inclusions / exclusions for the project.

- Stakeholders

At a minimum, this needs to include the critical / major stakeholders.

- Assumptions

- Risk analysis

At a minimum, this needs to include key risks, probability of occurrence and preliminary mitigation strategies.

- External Dependencies

- Legislative / Policy / Privacy Framework

At a minimum, this needs to include significant potential legislative / policy / privacy issues.

- Business Impact

At a minimum, this needs to include areas that might be affected and the type of impact.

- Major Benefits and Opportunities

At a minimum, this needs to include what the major benefits and opportunities may be and how they may manifest. Any thoughts on benefit harvesting, e.g. whether it will be difficult / straightforward to harvest that benefit.

- Cost Benefit Analysis

Much of this information will be at a level which will ultimately need to be refined. Significant figures may indicate a variance of plus or minus "x" percent.

- Deliverables

At a minimum, this needs to include a broad description of project deliverables.

- Project Management

- Project Plan

At a minimum, this needs to include a high level description of the planned stages, milestones, activities, and tasks, when they should be started / completed, and associated costs.

- Statement of Work

At a minimum, this needs to include the details and specifications of the services to be provided during the course of the statement of work, including a timetable for their provision.

- Project Documentation
- Intellectual Property

In particular, it must describe the most important intellectual property which will be required for use in the project and must identify the people who currently own such intellectual property.

- Financial Undertaking

In particular, it must state whether it is possible, and if so estimate the probability, that the amount currently available to the Department under the existing financial undertaking will be sufficient to cover all losses and liabilities of the Commonwealth which may reasonably be incurred in conjunction with, or result from, the project.

- Insurances

In particular, it must state whether it is possible, and if so estimate the probability, that the level and type of coverage (taking into account any exclusions or other limitations) under the existing insurance policies of the Contractor will be sufficient to cover all the Contractor's liabilities in respect of losses and liabilities of the Department which may reasonably be incurred in connection with, or result from, the project.

- Procurement Strategy

At a minimum, this needs to include any significant third party procurements that the project might require.

- Stakeholder Involvement Strategy

At a minimum, this needs to include a high level description of strategies to involve key stakeholders such as Local Medical Officers and veterans.

- Quality Approach
- Performance Measurement Criteria
- Related Projects
- Implementation Strategy

At a minimum, this needs to include any specific information that is necessary to make a go / no go decision for the project.

- Training Strategy
- Communications and Marketing Strategy

The extent of the information here will be largely dependent on the nature of the overall project and the identified risks.

- Post Implementation Review
- Impact on Core Services

At a minimum, this needs to include the areas of core services that may be impacted and whether any core services may be required.

- Glossary of Terms

Attachment 4 – Work Order

1. Purpose

The purpose of this Attachment is to describe the form of the Work Order.

2. Work Order

WORK ORDER DETAIL	Contract Reference	DETAILS
Work Order Number		
Purchase Order Number		
Date of Order		
Customer		Department of Veterans' Affairs
Supplier		University of South Australia
Specification of the Services to be provided		
Acceptance		
Details of Products and Services and method of purchase		
Specified Personnel		
Delivery Conditions		
Additional Information		
Intellectual Property Rights		
Customer Furnished Items		
Price		
Payment plan		
DVA Contact		
Signed for and authorised by Department's Representative.		
Signed for and on behalf of Contractor by Contractor's Contract Representative indicating that Contractor agrees to comply with the terms of the Contract created by this Work Order and the Terms of Contract		

Attachment 5 – Confidentiality Deed

The person described on the Signature Page (the Signatory) makes this confidentiality Deed.

CLAUSES

1. Obligations

- 1.1 **[Maintain confidentiality]** I agree: *cl 15* *cl 14*
- (a) to keep the Confidential Information and Personal Information confidential;
 - (b) not to disclose (to any person) or copy, use, develop or exploit the Confidential Information and Personal Information, unless the Commonwealth has expressly consented in writing to such an activity; and
 - (c) to mark any document that contains the Confidential Information or Personal Information as 'Confidential'.
- 1.2 **[Recognise Loss]** I acknowledge that it could cause significant Loss to DVA if I disclose, copy, use, develop or exploit the Confidential Information or Personal Information, other than in accordance with this Deed.
- 1.3 **[Consent]** I agree that:
- (a) DVA may grant or withhold consent to disclose, copy, use, develop or exploit the Confidential Information or Personal Information at its absolute discretion; and
 - (b) where DVA does consent to disclose, copy, use, develop or exploit the Confidential Information or Personal Information I will give such undertakings as DVA deems necessary to ensure the Confidential Information or Personal Information continues to be protected.
- 1.4 **[Need to Notify]** I agree that I will immediately notify DVA if I become aware that any of the Confidential Information or Personal Information:
- (a) has been used, copied, exploited or disclosed without authority; or
 - (b) is required to be disclosed by Law.

2. Delivery Up

- 2.1 **[No longer need to know]** I agree to return to DVA all copies of the Confidential Information and Personal Information (including any stored in electronic form on any equipment) that is in my custody or control, when:
- (a) I no longer need to use the Confidential Information or Personal Information;
 - (b) DVA asks me to, at any time, to return any or all copies of Confidential Information or Personal Information; or
 - (c) I breach any provision of this Deed.
- 2.2 **[Other copies]** If I am required to deliver up under clause 2.1 and I am aware that any relevant information is beyond my custody or control, then I will provide full details of the whereabouts of that information.

3. General

3.1 I acknowledge that:

- (a) DVA waiver of a breach of a provision of this Deed does not operate as a waiver of a breach of the same or any other provision;
- (b) this Deed is not intended to exclude the operation of any principle or remedy of Law intended to protect and preserve the confidentiality of the Confidential Information or Personal Information (including injunction to restrain breach of confidence);
- (c) the rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by Law;
- (d) this Deed can only be varied with the express written consent of DVA.
- (e) this Deed does not transfer any interest in any Intellectual Property Rights; and
- (f) **this Deed is governed by the laws applicable in the Australian Capital Territory.**

4. Definitions

4.1 I acknowledge that in this Deed, unless the contrary intention appears -

Confidential Information	Means information (including any disclosed or created orally by any person) that is by its nature confidential, is designated confidential by DVA or that I know (or ought know) is confidential, but does not include information that: <ul style="list-style-type: none">(a) is, or becomes, public knowledge (other than contrary to Law);(b) I possess, without restriction against disclosure, before receiving equivalent information from DVA;(c) I develop independently, or acquired from a person who had developed it independently or lawfully acquired it with no obligation restricting its disclosure; or(d) a Law compels me to disclose, although I agree to inform DVA about that, which may still require this Deed to continue applying if the compulsion limited disclosure, eg to specific authorities.
Deed	Means this document (embracing the clauses and information in the Signatures Page) plus any express attachment.
DVA	Means the Commonwealth of Australia, as represented by and acting through the Department of Veterans' Affairs) and where relevant the Repatriation Commission.
Intellectual Property Rights	Includes, regarding in any country in the world and including the ability to register these rights (where applicable): <ul style="list-style-type: none">(a) patents and plant varieties,(b) trade marks (including service marks), design rights, business names and official emblems and crests,(c) copyright (including neighbouring rights), circuit layouts, and confidential information (including trade secrets and know how), and(d) other rights applicable to or resulting from industrial, scientific, literary or artistic intellectual activity.
Law	Includes any relevant: <ul style="list-style-type: none">(a) legislation (whether primary or delegated or from any Australian government, ie Commonwealth, State, Territory or local);(b) judicial law (including the common law and the rules of equity);

	and (c) rights, remedies or powers arising under this Deed.
Loss	Includes any damage, liability, loss, injury or death, including economic loss and legal costs or expenses arising on a solicitor/own client basis.
Personal Information	Means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can be reasonably ascertained, from the information or opinion.
Repatriation Commission	Means the body corporate continued in existence under the <i>Veterans' Entitlements Act 1986</i> or any other government agency that carries out functions equivalent to the Repatriation Commission.
Signature Page	Means the page(s) executed (by signature or affixing a seal as appropriate) by the Signatory.

SIGNATURE PAGE

Executed by the Signatory as a Deed -

Signed sealed and delivered by:

Name of the signatory

Insert the name of Signatory

Signature and date

_____ _/ _/ _

In the presence of:

Name of the witness

Insert the name of the witness

Signature and date

_____ _/ _/ _

Attachment 6 – Contract Management Plan

1. Purpose

The parties have a shared responsibility to develop a relationship which will facilitate the successful delivery of the PFP and enhance the quality of life for veterans through the provision of medicines advice and therapeutics information services to health professionals and veterans.

This document provides a framework to assist both parties manage this relationship to achieve the desired goal.

2. Background

DVA has a duty of care to veterans and takes pride in the programs it provides to promote best possible health outcomes for veterans. The University of South Australia, including the Quality Use of Medicines and Pharmacy Research Centre and its consortium members, have a reputation for the development and delivery of evidence-based innovations in health care programs.

The Contractor will work closely with DVA to enhance and strengthen capacity to deliver the PFP.

3. Principles

In order to establish and maintain this relationship to enable the delivery of best practice medication management services to veterans, we will:

- establish open and trusting communication;
- maintain a collaborative approach to problem solving;
- provide transparency in all project activities;
- establish frequent, informative and constructive communication;
- treat all participants in a respectful and courteous manner; and
- mutually recognise the wealth and uniqueness of experience in working with veterans and medication use issues brought to the table by both parties.

4. Mechanisms

These principles will guide our work within the formal and informal structures established within the program and project team.

5. Formal communication structures

Program Management Committee

This Committee provides the mechanism to connect at a high level key DVA and Contractor project team leaders to provide governance, oversight and advice to the project.

Operational Management

Operational management meetings provide a forum for discussion of project issues between DVA's Director, Medication Management Section, and the Contractor's Project Director. Frequent communication will be promoted through face-to-face meetings, telephone conversations and e-mails.

Committee Involvement

The Contractor's project team leaders will actively participate in DVA's advisory group, such as the Editorial Committee, to provide feedback on the project activities. The Contractor welcomes DVA's similar participation in the structures established by the Contractor to enable us to benefit from their experience and knowledge in terms of delivery of the PFP.

Reporting

Scheduled reporting provides a mechanism for a systematic sustained record of project activities.

6. Informal Communication Mechanisms

The established rapport between the Director of the Medication Management Section and the Contractor's Project Director will be carried forward into this project. Similarly on an operational level the Project Liaison Officer and the Project Coordinator will work closely together building upon the open and honest communication established during the pre contract phase.

While our preferred mode of communication is either face-to-face or via telephone, regular informal e-mail contact will also be established.

Both DVA and the Contractor will work to maintain the excellent relationships with the veteran and healthcare provider community, inviting feedback from all stakeholders.

7. Maintaining Positive Relationships

The close working relationship developed through the formal and informal mechanisms outlined above, will ensure that any points of divergence that arise can be dealt with in an open and honest fashion. It is important to note that formal dispute resolution mechanisms are in place as part of the Contractor's best practice approach to project management. However, it is anticipated that these will not be required.

DVA and the Contractor recognise their responsibilities to deliver quality programs which respect the contribution veterans have made to the Australian way of life.

The University of South Australia understands its responsibility to maintain and enhance the reputation of DVA nationally and internationally as a provider of quality services to veterans.

It is also understood that a key strategic direction for DVA is to develop services to ensure an enhanced quality of life for its increasingly frail veterans and their dependants.

8. Outcomes

The outcomes DVA will receive over the 3 years of the initial contract period will include:

- production of ten quality therapeutics education modules tailored to the needs of LMO's and pharmacists who care for veterans in their practices;
- production of ten quality medication advice modules tailored to the needs of veterans;
- delivery of the therapeutics educational modules to LMOs and pharmacists using evidence-based CPE methods. Each module will be delivered using educational visits, mail-outs and opinion leader forums;
- delivery of medication advice modules to veterans using mail-outs

- evaluation of each therapeutic education and medication advice module using feedback from health professionals and veterans, DVA data, health outcome measures and economic analysis;
- production of full written reports which provide detail of all aspects of each module development, delivery and evaluation. The reports will also include all materials developed for the module;
- submission to DVA, articles for publication and papers for presentations for their inspection and if satisfactory, their approval for use;
- a continuous scan of all available data to provide DVA with regular reports on medication use issues for veterans as well as providing information which may guide service delivery decisions;
- preparation and submission to DVA of proposals for new service delivery and support systems which will provide better health care for veterans; and
- provision of opportunities for DVA to commercialise the knowledge of evidence-based best practice models to organisations interested in delivery of services to people with chronic conditions, aged care and vulnerable groups.

Overall, it is our goal to work with DVA to develop a quality program which will maintain and enhance DVA's reputation as a recognised national and international leader in health care delivery to veterans.

DEED OF VARIATION

**TO THE SERVICES AGREEMENT DATED
9 JUNE 2004**

between

**THE COMMONWEALTH,
THE REPATRIATION COMMISSION
AND
THE MILITARY REHABILITATION AND
COMPENSATION COMMISSION
ACTING THROUGH
THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF VETERANS'
AFFAIRS**

Australian Business Number: 23 964 290 824

and

UNIVERSITY OF SOUTH AUSTRALIA

Australian Business Number: 37 191 313 308

**Concerning the provision of a Prescriber
Intervention & Feedback Program**

DEED OF VARIATION

INTRODUCTION

The Commonwealth of Australia and the Repatriation Commission, acting through the Department of Veterans' Affairs, and the University of South Australia entered into an Agreement dated 9 June 2004 for the provision of a Prescriber Intervention & Feedback Program.

Pursuant to clause 17 of that Agreement, the parties agree to the following amendments.

AMENDMENTS

1. Replace the cover sheet with that enclosed.
2. Substitute Agreement Schedule, Part C(a)(1) with:
 - (1) The Services are required by the:
 - *Commonwealth of Australia*,
 - The Repatriation Commission – a Commonwealth body corporate continued in existence under the *Veterans' Entitlements Act 1986 (VEA)*; and
 - The Military Rehabilitation and Compensation Commission – a Commonwealth body corporate created under the *Military Rehabilitation and Compensation Act 2004 (MRCA)* acting through the Australian Government Department of Veterans' Affairs, which, among matters, assists both Commissions with the administration of the VEA and MRCA respectively.
3. The Agreement Schedule, Part H(b) is amended by adding H(b)(4) as follows:
 - (4) Notwithstanding Part H(b)(1), DVA hereby grants the Contractor a permanent, irrevocable, royalty-free, fee-free, worldwide non-exclusive licence (including a right to sub-licence) to use, reproduce, modify and exploit the source codes, methodology and systems that are developed for the purposes of delivering the Services under this Agreement. This licence does not extend to any other Contract Material.
4. Substitute Clause 1.2 with:
 - 1.2 (Parties)** The parties to this Agreement are:
 - (a) the Contractor, as described in Part B(a) [Contractor's legal identity]; and
 - (b) DVA, as described in Part C(a) [Services are required by which entities?].

5. Insert after clause 16.5:

16.5a In this Agreement including its attachments:

- (a) a reference to the '*Veterans' Entitlements Act 1986*' or 'VEA' includes a reference to the '*Military Rehabilitation and Compensation Act 2004*' and 'MRCA' respectively;
- (b) a reference to the 'Repatriation Commission' or 'Commission' includes a reference to the 'Military Rehabilitation and Compensation Commission'; and
- (c) a reference to the 'Treatment Principles', to the 'Repatriation Private Patient Principles' or to the 'Repatriation Pharmaceutical Benefits Scheme' made for the purposes of the *Veterans' Entitlements Act 1986* includes a reference to comparable documents made for the purposes of the *Military Rehabilitation and Compensation Act 2004*.

6. At Clause 18 [Definitions], insert the following definition after 'Material':

Military Rehabilitation and Compensation Commission	Means the body corporate established by the <i>Military Rehabilitation Compensation Act 2004</i> (MRCA) or any other government agency that carries out functions equivalent to the Military Rehabilitation and Compensation Commission.
--	--

The Military Rehabilitation and Compensation Commission acting through the Australian Department of Veterans' Affairs agrees to become a party to this Agreement on the terms and conditions described.

These changes shall apply with effect from date of signature.

THIS DEED OF VARIATION IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for
and on behalf of:**

University of South Australia

by:

s 47F

Division of Health Sciences

Signature and date:

s 47F

15/10/04

Witnessed by:

s 47F

Signature and date:

s 47F

s 47F

15/10/04

**Signed, Sealed and Delivered for
and on behalf of:**

The Commonwealth of Australia,
the Repatriation Commission and
the Military Rehabilitation and
Compensation Commission

by:

Roger s 47F

Branch Head, Health Services

Signature and date:

s 47F

3/11/2004

Witnessed by:

Meredith s 47F

Assistant Director,
Medication Management

Signature and date

s 47F

3/11/2004

DEED OF VARIATION

TO THE SERVICES AGREEMENT DATED

AUGUST 2005

between

**THE COMMONWEALTH as represented by
the DEPARTMENT OF VETERANS'
AFFAIRS, THE REPATRIATION
COMMISSION and the MILITARY
REHABILITATION AND COMPENSATION
COMMISSION**

(Australian Business Number 23 964 290 824)

And the

UNIVERSITY OF SOUTH AUSTRALIA

(Australian Business Number 37 191 313 308)

**CONCERNING THE PROVISION OF A PRESCRIBER
INTERVENTION AND FEEDBACK PROGRAM**

INTRODUCTION

Pursuant to Part J(b) the parties to the Services Agreement dated June 2004 agree to the following amendments.

AMENDMENTS

1. Part E(a) of the Agreement Schedule is amended by replacing that part of the Agreement with the attached updated Part E(a) that includes a revised schedule of payments for year 2 as agreed at the Program Management Committee meeting on 21 June 2005.

These changes shall be deemed to apply with effect from 10 June 2005.

The parties accept the above amendments.

THIS DEED OF VARIATION IS EXECUTED AS A DEED.

Signed, ~~Scaled and Delivered for and~~ on behalf of:

University of South Australia

by:

s 47F

University of South Australia

Signature and date:

s 47F

24/8/08

Witnessed by:

s 47F

Quality Use of Medicines and Pharmacy
Research Centre

Signature and date:

s 47F

31/8/08

Signed, Sealed and Delivered for and on
behalf of:

The Commonwealth of Australia as
represented by the Department of
Veterans' Affairs, the Repatriation
Commission and the Military
Rehabilitation and Compensation
Commission

by:

Roger s 47F

Branch Head

Health Services Branch

Department of Veterans' Affairs

Signature and date:

s 47F

5/9/2005

Witnessed by:

Robert s 47F

Director Medication Management,
Department of Veterans' Affairs

Signature and date

s 47F

5/9/2005

Part E. How are payments calculated?

E(a) What fees apply?

Relates to clause 3.1(a) [DVA's obligations].

- (1) **[Purpose]** The purpose of this section is to describe:
 - [a] the PFP cost structure;
 - [b] the planned program expenditure;
 - [b] the prices for the available Services;
 - [c] price variation mechanisms;
 - [d] the manner of payment; and
 - [e] financial management requirements.
- (2) **[Composition]** The PFP cost structure comprises:
 - (a) Program establishment;
 - (b) Core program fixed costs;
 - (c) Core program variable cost;
 - (d) Innovative projects; and
 - (e) Program completion.
- (3) At Contract commencement the PFP is budgeted for delivery over a 3-year period. For the purpose of clarity, year 1 begins on Contract commencement and subsequent years begin on the anniversary of the Contract commencement.
- (4) The PFP planned program expenditure (**GST exclusive**) for the three-year program is:

Item	Year 1	Year 2	Year 3	Total
Program establishment	S 47			
Core program fixed costs				
Core program variable cost				
Innovative projects (PhD scholarships)				
Program completion				
Total Program Cost				

- (5) Planned expenditure may be increased through the issue of new work orders. The work orders will specify the Services, the cost of the new work, and the conditions for payment.
- (6) Planned expenditure may be decreased as the result of a Departmental or Program Management Committee decision.
- (7) Program establishment costs provide for the set up of the Contractor's PFP office facilities. Items include, but are not limited to, furniture, fittings, equipment, computer software and hardware, telecommunications equipment, and staff

recruitment. Program establishment costs do not include salary or travel costs as these costs are contained in the core program fixed costs. Ownership of such items rests with the Contractor.

- (8) Core program fixed costs provide for core service activities such as staffing and data analysis. The fixed cost items include, but are not limited to, management services staff, consultancy services, administration, infrastructure, and computer and equipment support. While items in this category have been classified as fixed costs, many involve discretionary expenditure and require Contractor management to prevent cost overruns.
- (9) Core program variable costs provide for management support and module delivery activities. The variable cost items include, but are not limited to, academic detailing, travel and accommodation, printing, and postage.
- (10) Funding for innovative projects not set out in this Contract must be subject to the development of a business case. With the exception of the innovative projects authorised on Contract execution, funding will be subject to the issue of an approved work order. Business cases for four candidate projects (Continuity of Care, Aged Care Facilities, Skilled Consumer, and IT) are to be developed by staff funded under core program fixed costs. One innovative project, PhD Scholarships, is approved for implementation following Contract commencement.
- (11) Program completion activities relate to the finalisation of the project. The items include the production of a final report and return of DVA Material.
- (12) **[Planned costs]** The planned program costs are:
 - (a) Program establishment:
The planned program establishment costs are:

Item	Amount
Office fittings	s 47
Office Software and Hardware	
Database management Software and Hardware	
Equipment	
Consultation with stakeholders	
Recruitment	
Total	

- (b) Core program fixed costs:
The planned program fixed costs are:

Item	Description	Year 1 - \$	Year 2 - \$	Year 3 - \$
Management Services	Project Director - 1.0 FTE	s 47		
	Project Co-ordinator - 1.0 FTE			
	Project Officer - 1.0 FTE			
	Data Analyst and Evaluator - 1.0 FTE			
	IT Manager - 1.0 FTE			
	Admin Officer - 1.0 FTE			

	Senior Consultant – Business Services UniSA
	Consumer Consultant
	Total Management Services
Administration	Infrastructure costs (Uni overheads)
	Office costs
	Total Administration
Subcontractors	Dept General Practice (research)
	DATIS
	National Prescribing Service
	Australian Medicines Handbook
	Health Economists
	Repatriation Consultant
	Reference Group - Opinion Leaders
	Total Subcontractor Services
Hardware	Year 1 is absorbed in Estab costs
	System maintenance
Accommodation	Office space
Other	Courier, freight, postage, etc
Auditing	Project and financial records
Total Fixed Costs	

\$ 47

Note: The planned costs for years 2 and 3 are estimated at a CPI increase of 3% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(c) Core program variable cost:

The planned program variable costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
Management Services			
Program Management Committee			
Operations Team			
Project Executive Committee meeting support			
Writing Group			
Data Reference Group			
Total			
Management Services - UniSA			
Subcontractor Committee catering			
Project Executive			
Total			
Workbook Production Costs			
Training Workbooks			
Reference Group Management Support Costs and Sitting Fees			
Practitioner Reference Group			
Clinician Reference Group			

\$ 47

Veteran Reference Group
Opinion Leader LMO Workshops
Total
NPS Facilitators
Facilitators
Total
Stakeholder Communication
Mailout Printed Material - Standard
Mailout Printed Material - General
Mailout of Electronic Discs
Total
Travel & Accommodation
Program Management Committee
Operational Management Team
Project Executive Committee
Editorial Committee
Data Reference Group
Writing Group Project Executive
Practitioner Reference Group
Clinician Reference Group
Veteran Reference Group
Opinion Leader LMO Workshops
Total
Total Estimated Variable Costs

\$ 47

Note: The planned costs for years 2 and 3 are estimated at a CPI increase of 3% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(d) Innovative project:

The planned innovative project costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
PhD Scholarships			
Two scholarships	\$ 47		

(e) Program completion:

Item	\$
Report production	
Travel	
Total	\$ 47

(13) **[Price]** The Service prices and any variation mechanisms for individual items in the above fixed and variable tables are:

(a) Infrastructure **\$ 47**

(b) Office costs **\$ 47**

(c) The subcontractor prices for the Dept General Practice, DATIS, National Prescribing Service, Australian Medicines Handbook, Repatriation Consultant, and Reference Group - Opinion Leaders for Contract years 1, 2 and 3 are detailed in the table below. The prices are not subject to CPI increase.

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
Dept General Practice (research)			
DATIS			
National Prescribing Service			
Australian Medicines Handbook			
Repatriation Consultant			
Reference Group - Opinion Leaders			

s 47

- (d) The year 1 prices for the Health Economists and the Consumer Consultant are **s 47** per day with any price variations subject to clause E (a) 14 below.
- (e) Accommodation office space prices are **s 47** in year one and two. There is no charge for accommodation in year three.
- (f) Salaries are as per the UniSA Enterprise Agreement (EBA) 2000 salary scale.
- (g) Sitting fees for professional representatives at reference group meetings are **s 47** per hour.
- (h) NPS facilitator prices are **s 47** per facilitator per module.
- (i) Travel and accommodation costs are the rates of travelling allowance for Australian Public Service (APS) non-senior executive service (non-SES) officers, effective 6 November 2003.
- (j) Printed material mailouts are **s 47** per item
- (k) Electronic disk mailouts are **s 47** per item.
- (l) Training workbooks are **s 47** each.
- (m) Each Party is to bear its own costs for attendance at local and international conferences.
- (n) In the event of a dispute, each Party is to bear its own costs.
- (o) All other items are to be on charged at cost.
- (14) **[Price variation]** Price variations are subject to Departmental approval. Proposals for variation are not to exceed the CPI for agreed prices, the UniSA EBA for salaries, and the APS non-SES travelling allowances for travel and accommodation. Any price variations are to be sought 60 calendar days prior to the commencement of the next program year.
- (15) **[Payment to Contractor]** Payments will be made to the Contractor on the following basis:
 - (a) Program establishment costs will be advanced to the Contractor on Contract execution. The advance is subject to acquittal against actual costs.
 - (b) Core program fixed costs will be advanced to the Contractor against agreed deliverables and are subject to acquittal. The first advance will be paid on Contract execution.
 - (c) Core program variable costs are paid quarterly in arrears against incurred costs and are subject to production of evidence of expenditure.
 - (d) Innovative project costs are funded as per agreed work orders.
 - (e) The PhD innovation payment will commence in the quarter the student is selected. Payments will be quarterly in advance while the student maintains progress in accordance with the Contractor's PhD principles and processes. In the

event that the Contract is terminated prior to the completion of the PhD period, subject to the student commencing within 3 months of the Contract commencement, the Department will pay to the end of the then program year. In the event that the PhD student has not completed a full 3-year term of study at the expiration of the Contract, the Department will pay for the remainder of the 3-year study term or to the end of the then program year, whichever is the lesser.

- (f) On Contract expiration or termination the payment of the program variable costs for the final module will be withheld until the module evaluation is completed, the final report submitted, all advances acquitted, and program activities finalised.
- (16) **[Financial management and reporting]** The Contractor is to maintain detailed invoices on all expenditure activity and report in accordance with the financial reporting requirements at section D (c) (5) (e).
- (17) **[Advance payment acquittal]** The program establishment costs are to be acquitted within 150 days of Contract execution. The core program fixed costs are to be acquitted annually within 60 days of the completion of a program year. The Department will determine if the unexpended funds are to be returned to the Department or directed to project activities.
- (18) **[Payment schedule]** Payments will be made in accordance with the following schedule:

No	Planned Date	Milestone Deliverables	Percentage Due	Amount \$
PROGRAM ESTABLISHMENT COSTS				
1	10 Jun 04	Contract Execution (SOW Activity 1)	100%	
CORE PROGRAM FIXED COSTS				
2	10 Jun 04	Contract Execution (SOW Activity 1)	25% Year 1	
3	10 Sep 04	Project Establishment phase complete: <ul style="list-style-type: none"> • Subcontractor relationships established through letter of intent (SOW 7) • Relationship with data supplier established (SOW 4) • Office (excluding Data Management Centre) operational • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Transition Plan submitted • Quality Plan submitted • Intellectual Property Plan submitted • Risk Assessment and Risk Management Report submitted (SOW 11) • Module 1 development commences (SOW 9) 	25% Year 1	

s 47

4	10 Dec 04	<ul style="list-style-type: none"> • Data Management Centre established ready for audit (SOW 16) • Annual Module Plan – Year 1 submitted • Module 1 ready for distribution • Module 2 development commences (SOW 19) • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 1	s 47
5	10 Mar 05	<ul style="list-style-type: none"> • Annual Module Plan – Year 1 submitted (SOW 24) • Module 1 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 2 ready for distribution (SOW 23) • Module 3 development commences (SOW 25) • Interim Program Progress Report submitted • Business Cases, as agreed submitted (SOW 26) 	25% Year 1	s 47
6	10 Jun 05	<ul style="list-style-type: none"> • Module 2 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 3 ready for distribution (SOW 27) • Module 4 development commences • Interim Program Progress Report submitted (SOW 29) • Financial Report submitted • Annual Module Plan – Year 2 submitted 	25% Year 2	As per year 2 approved project plan

7	10 Sep 05	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 3 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 4 ready for distribution • Module 5 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
8	10 Dec 05	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 4 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 5 ready for distribution • Module 6 development commences • Module 7 development commences • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 2	As per year 2 approved project plan
9	10 Mar 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 5 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 6 ready for distribution • Module 7 ready for distribution • Module 8 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
10	10 Jun 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 6 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 ready for distribution • Module 9 development commences • Annual Module Plan - Year 3 submitted • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan

11	10 Sep 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 7 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 8 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 9 ready for distribution Module 10 development commences Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
12	10 Dec 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 9 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 10 ready for distribution Interim Program Progress Report submitted Financial Report submitted 	25% Year 3	As per year 3 approved project plan
13	10 Mar 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 10 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
14	10 Jun 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Draft Final Report submitted 	Nil	As per year 3 approved project plan
CORE PROGRAM VARIABLE COSTS				
15	Quarterly	Invoiced quarterly in arrears	100% of invoice	As per agreed invoice
INNOVATIVE PROJECTS				
PhD Students				
16	Quarterly	Invoiced each quarter commencing in the quarter the student is selected	25% of annual amount in advance	s 47 per student

17	Final Payment	If the Contract terminates prior to completion of the PhD	To the end of the then program year	As per agreed invoice
Approved Innovative Projects				
18		As stated in the approved work order.		As per agreed invoice
PROJECT COMPLETION				
19	Final Payment	Final report including financials Handover of project materials	100%	As per agreed invoice

DEED OF VARIATION

TO THE SERVICES AGREEMENT DATED

JUNE 2006

between

**THE COMMONWEALTH as represented by
the DEPARTMENT OF VETERANS'
AFFAIRS, THE REPATRIATION
COMMISSION and the MILITARY
REHABILITATION AND COMPENSATION
COMMISSION**

(Australian Business Number 23 964 290 824)

And the

**UNIVERSITY OF SOUTH AUSTRALIA
*(Australian Business Number 37 191 313 308)***

**CONCERNING THE PROVISION OF A PRESCRIBER
INTERVENTION AND FEEDBACK PROGRAM**

INTRODUCTION

Pursuant to Part J(b) the parties to the Services Agreement dated June 2004 agree to the following amendments.

AMENDMENTS

1. Part E(a) of the Agreement Schedule is amended by replacing that part of the Agreement with the attached updated Part E(a) that includes a revised schedule of payments for year 3 as agreed at the Program Management Committee meeting on 27 May 2006.

These changes shall be deemed to apply with effect from 10 June 2006.

The parties accept the above amendments.

THIS DEED OF VARIATION IS EXECUTED AS A DEED.

Signed, Sealed and Delivered for and on behalf of:

University of South Australia

by:

s 47F

Signature and date:

s 47F

26/5/06

Witnessed by:

s 47F

Quality Use of Medicines and Pharmacy
Research Centre
Signature and date:

s 47F

26/5/06

Signed, Sealed and Delivered for and on behalf of:

The Commonwealth of Australia as
represented by the Department of
Veterans' Affairs, the Repatriation
Commission and the Military
Rehabilitation and Compensation
Commission

by:

Roger s 47F
National Manager
Primary Care Group
Department of Veterans' Affairs

Signature and date:

s 47F

31/5/2006

Witnessed by:

Robert s 47F
Director Medication Management,
Department of Veterans' Affairs
Signature and date

s 47F

31/5/2006

Part E. How are payments calculated?

E(a) What fees apply?

Relates to clause 3.1(a) [DVA's obligations].

- (1) **[Purpose]** The purpose of this section is to describe:
 - [a] the PFP cost structure;
 - [b] the planned program expenditure;
 - [b] the prices for the available Services;
 - [c] price variation mechanisms;
 - [d] the manner of payment; and
 - [e] financial management requirements.
- (2) **[Composition]** The PFP cost structure comprises:
 - (a) Program establishment;
 - (b) Core program fixed costs;
 - (c) Core program variable cost;
 - (d) Innovative projects; and
 - (e) Program completion.
- (3) At Contract commencement the PFP is budgeted for delivery over a 3-year period. For the purpose of clarity, year 1 begins on Contract commencement and subsequent years begin on the anniversary of the Contract commencement.
- (4) The PFP planned program expenditure (**GST exclusive**) for the three-year program is:

Item	Year 1	Year 2	Year 3	Total
Program establishment				
Core program fixed costs				
Core program variable cost				
Innovative projects (PhD scholarships)				
Program completion				
Total Program Cost				

\$ 47

- (5) Planned expenditure may be increased through the issue of new work orders. The work orders will specify the Services, the cost of the new work, and the conditions for payment.
- (6) Planned expenditure may be decreased as the result of a Departmental or Program Management Committee decision.
- (7) Program establishment costs provide for the set up of the Contractor's PFP office facilities. Items include, but are not limited to, furniture, fittings, equipment, computer software and hardware, telecommunications equipment, and staff

recruitment. Program establishment costs do not include salary or travel costs as these costs are contained in the core program fixed costs. Ownership of such items rests with the Contractor.

- (8) Core program fixed costs provide for core service activities such as staffing and data analysis. The fixed cost items include, but are not limited to, management services staff, consultancy services, administration, infrastructure, and computer and equipment support. While items in this category have been classified as fixed costs, many involve discretionary expenditure and require Contractor management to prevent cost overruns.
- (9) Core program variable costs provide for management support and module delivery activities. The variable cost items include, but are not limited to, academic detailing, travel and accommodation, printing, and postage.
- (10) Funding for innovative projects not set out in this Contract must be subject to the development of a business case. With the exception of the innovative projects authorised on Contract execution, funding will be subject to the issue of an approved work order. Business cases for four candidate projects (Continuity of Care, Aged Care Facilities, Skilled Consumer, and IT) are to be developed by staff funded under core program fixed costs. One innovative project, PhD Scholarships, is approved for implementation following Contract commencement.
- (11) Program completion activities relate to the finalisation of the project. The items include the production of a final report and return of DVA Material.
- (12) **[Planned costs]** The planned program costs are:
 - (a) Program establishment:
The planned program establishment costs are:

Item	Amount
Office fittings	s 47
Office Software and Hardware	
Database management Software and Hardware	
Equipment	
Consultation with stakeholders	
Recruitment	
Total	

- (b) Core program fixed costs:
The planned program fixed costs are:

Item	Description	Year 1 - \$	Year 2 - \$	Year 3 - \$
Management Services	Project Director - 1.0 FTE	s 47		
	Project Co-ordinator - 1.0 FTE			
	Project Officer - 1.0 FTE			
	Data Analyst and Evaluator - 1.0 FTE			
	IT Manager - 1.0 FTE			
	Admin Officer - 1.0 FTE			

	Senior Consultant - Business Services UniSA
	Consumer Consultant
	Total Management Services
Administration	Infrastructure costs (Uni overheads)
	Office costs
	Total Administration
Subcontractors	Dept General Practice (research)
	DATIS
	National Prescribing Service
	Australian Medicines Handbook
	Health Economists
	Repatriation Consultant
	Reference Group - Opinion Leaders
	Total Subcontractor Services
Hardware	Year 1 is absorbed in Estab costs
	System maintenance
Accommodation	Office space
Other	Courier, freight, postage, etc
Auditing	Project and financial records
Total Fixed Costs	

S 47

Note: The planned costs for years 2 and 3 are estimated at a CPI increase of 3% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(c) Core program variable cost:
The planned program variable costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
Management Services			
Program Management Committee			
Operations Team			
Project Executive Committee meeting support			
Writing Group			
Data Reference Group			
Total			
Management Services - UniSA			
Subcontractor Committee catering			
Project Executive			
Total			
Workbook Production Costs			
Training Workbooks			
Reference Group Management Support Costs and Sitting Fees			
Practitioner Reference Group			
Clinician Reference Group			

S 47

Veteran Reference Group
Opinion Leader LMO Workshops
Total
NPS Facilitators
Facilitators
Total
Stakeholder Communication
Mailout Printed Material - Standard
Mailout Printed Material - General
Mailout of Electronic Discs
Total
Travel & Accommodation
Program Management Committee
Operational Management Team
Project Executive Committee
Editorial Committee
Data Reference Group
Writing Group Project Executive
Practitioner Reference Group
Clinician Reference Group
Veteran Reference Group
Opinion Leader LMO Workshops
Total
Total Estimated Variable Costs

s 47

Note: The planned costs for years 2 and 3 are estimated at a CPI increase of 3% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(d) Innovative project:

The planned innovative project costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$
PhD Scholarships	s 47		
Two scholarships			

(e) Program completion:

Item	\$
Report production	s 47
Travel	
Total	

(13) **[Price]** The Service prices and any variation mechanisms for individual items in the above fixed and variable tables are:

(a) Infrastructure **s 47**

(b) Office costs **s 47**

(c) The subcontractor prices for the Dept General Practice, DATIS, National Prescribing Service, Australian Medicines Handbook, Repatriation Consultant, and Reference Group - Opinion Leaders for Contract years 1, 2 and 3 are detailed in the table below. The prices are not subject to CPI increase.

Item	Year 1 \$	Year 2 \$	Year 3 \$
Dept General Practice (research)	s 47		
DATIS			
National Prescribing Service			
Australian Medicines Handbook			
Repatriation Consultant			
Reference Group - Opinion Leaders			

- (d) The year 1 prices for the Health Economists and the Consumer Consultant are s 47) per day with any price variations subject to clause E (a) 14 below.
- (e) Accommodation office space prices are s 47 in year one and two. There is no charge for accommodation in year three.
- (f) Salaries are as per the UniSA Enterprise Agreement (EBA) 2000 salary scale.
- (g) Sitting fees for professional representatives at reference group meetings are s 47 per hour.
- (h) NPS facilitator prices are s 47 per facilitator per module.
- (i) Travel and accommodation costs are the rates of travelling allowance for Australian Public Service (APS) non-senior executive service (non-SES) officers, effective 6 November 2003.
- (j) Printed material mailouts are s 47 per item
- (k) Electronic disk mailouts are s 47 per item.
- (l) Training workbooks are s 47 each.
- (m) Each Party is to bear its own costs for attendance at local and international conferences.
- (n) In the event of a dispute, each Party is to bear its own costs.
- (o) All other items are to be on charged at cost.
- (14) **[Price variation]** Price variations are subject to Departmental approval. Proposals for variation are not to exceed the CPI for agreed prices, the UniSA EBA for salaries, and the APS non-SES travelling allowances for travel and accommodation. Any price variations are to be sought 60 calendar days prior to the commencement of the next program year.
- (15) **[Payment to Contractor]** Payments will be made to the Contractor on the following basis:
- (a) Program establishment costs will be advanced to the Contractor on Contract execution. The advance is subject to acquittal against actual costs.
- (b) Core program fixed costs will be advanced to the Contractor against agreed deliverables and are subject to acquittal. The first advance will be paid on Contract execution.
- (c) Core program variable costs are paid quarterly in arrears against incurred costs and are subject to production of evidence of expenditure.
- (d) Innovative project costs are funded as per agreed work orders.
- (e) The PhD innovation payment will commence in the quarter the student is selected. Payments will be quarterly in advance while the student maintains progress in accordance with the Contractor's PhD principles and processes. In the

event that the Contract is terminated prior to the completion of the PhD period, subject to the student commencing within 3 months of the Contract commencement, the Department will pay to the end of the then program year. In the event that the PhD student has not completed a full 3-year term of study at the expiration of the Contract, the Department will pay for the remainder of the 3-year study term or to the end of the then program year, whichever is the lesser.

- (f) On Contract expiration or termination the payment of the program variable costs for the final module will be withheld until the module evaluation is completed, the final report submitted, all advances acquitted, and program activities finalised.
- (16) **[Financial management and reporting]** The Contractor is to maintain detailed invoices on all expenditure activity and report in accordance with the financial reporting requirements at section D (c) (5) (e).
- (17) **[Advance payment acquittal]** The program establishment costs are to be acquitted within 150 days of Contract execution. The core program fixed costs are to be acquitted annually within 60 days of the completion of a program year. The Department will determine if the unexpended funds are to be returned to the Department or directed to project activities.
- (18) **[Payment schedule]** Payments will be made in accordance with the following schedule:

No	Planned Date	Milestone Deliverables	Percentage Due	Amount \$
PROGRAM ESTABLISHMENT COSTS				
1	10 Jun 04	Contract Execution (SOW Activity 1)	100%	
CORE PROGRAM FIXED COSTS				
2	10 Jun 04	Contract Execution (SOW Activity 1)	25% Year 1	
3	10 Sep 04	Project Establishment phase complete: <ul style="list-style-type: none"> • Subcontractor relationships established through letter of intent (SOW 7) • Relationship with data supplier established (SOW 4) • Office (excluding Data Management Centre) operational • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Transition Plan submitted • Quality Plan submitted • Intellectual Property Plan submitted • Risk Assessment and Risk Management Report submitted (SOW 11) • Module 1 development commences (SOW 9) 	25% Year 1	

s 47

4	10 Dec 04	<ul style="list-style-type: none"> • Data Management Centre established ready for audit (SOW 16) • Annual Module Plan – Year 1 submitted • Module 1 ready for distribution • Module 2 development commences (SOW 19) • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 1	s 47
5	10 Mar 05	<ul style="list-style-type: none"> • Annual Module Plan – Year 1 submitted (SOW 24) • Module 1 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 2 ready for distribution (SOW 23) • Module 3 development commences (SOW 25) • Interim Program Progress Report submitted • Business Cases, as agreed submitted (SOW 26) 	25% Year 1	s 47
6	10 Jun 05	<ul style="list-style-type: none"> • Module 2 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 3 ready for distribution (SOW 27) • Module 4 development commences • Interim Program Progress Report submitted (SOW 29) • Financial Report submitted • Annual Module Plan – Year 2 submitted 	25% Year 2	As per year 2 approve project pl

7	10 Sep 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 3 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 4 ready for distribution • Module 5 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
8	10 Dec 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 4 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 5 ready for distribution • Module 6 development commences • Module 7 development commences • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 2	As per year 2 approved project plan
9	10 Mar 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 5 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 6 ready for distribution • Module 7 ready for distribution • Module 8 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
10	10 Jun 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 6 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 ready for distribution • Module 9 development commences • Annual Module Plan - Year 3 submitted • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan

11	10 Sep 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 7 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 9 ready for distribution • Module 10 development commences • Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
12	10 Dec 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 9 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 10 ready for distribution • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
13	10 Mar 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 10 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
14	10 Jun 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Draft Final Report submitted 	Nil	As per year 3 approved project plan
CORE PROGRAM VARIABLE COSTS				
15	Quarterly	Invoiced quarterly in arrears	100% of invoice	As per agreed invoice
INNOVATIVE PROJECTS				
PhD Students				
16	Quarterly	Invoiced each quarter commencing in the quarter the student is selected	25% of annual amount in advance	As per student t

17	Final Payment	If the Contract terminates prior to completion of the PhD	To the end of the then program year	As per agreed invoic
Approved Innovative Projects				
18		As stated in the approved work order.		As per agreed invoic
PROJECT COMPLETION				
19	Final Payment	Final report including financials Handover of project materials	100%	As per agreed invoic

DEED OF VARIATION

**TO THE SERVICES AGREEMENT DATED
9 JUNE 2004**

between

**THE COMMONWEALTH,
THE REPATRIATION COMMISSION
AND
THE MILITARY REHABILITATION AND
COMPENSATION COMMISSION
ACTING THROUGH
THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF VETERANS'
AFFAIRS**

Australian Business Number: 23 964 290 824

and

UNIVERSITY OF SOUTH AUSTRALIA

Australian Business Number: 37 191 313 308

**Concerning the provision of a Prescriber
Intervention and Feedback Program**

DEED OF VARIATION

INTRODUCTION

The Commonwealth of Australia and the Repatriation Commission, acting through the Department of Veterans' Affairs, and University of South Australia entered into an Agreement dated 9 June 2004 for the provision of a Prescriber Intervention and Feedback Program.

Pursuant to clause 17.1 of that Agreement, the parties agree to the following amendments.

AMENDMENTS

1. The Agreement Schedule, Part A(a), is amended by inserting '(PFP)' after 'Prescriber Intervention & Feedback Program'.
2. The Agreement Schedule, Part D(b)(1)(a)(i), is amended by replacing 'RPBS' with 'Repatriation Pharmaceutical Benefits Scheme (RPBS)' and replacing 'MBS' with 'Medicare Benefits Schedule (MBS)'.
3. The Agreement Schedule, Part D(b)(1)(a)(ii), is amended by replacing 'HIC' with 'Medicare Australia'.
4. The Agreement Schedule, Part D(b)(1)(c)(iii), is amended by replacing 'RACGP' with 'Royal Australian College of General Practitioners (RACGP)'.
5. The Agreement Schedule, Part H(b)(1), dot point 5 is amended by inserting 'subject to Clause 11.4 of this Agreement' after 'sublicense'.
6. The Agreement Schedule, Part H(b)(2), is amended by inserting 'for the academic purpose/s stated in the relevant licence.' after 'use that material'.
7. The Agreement Schedule, Part H(b)(3) is deleted and replaced in its entirety with the following:
 - (a) Subject to DVA consent to a notice from the Contractor seeking a licence to DVA Material and/or Contract Material, unless otherwise stated in this Agreement, DVA may grant to the Contractor an irrevocable, non-exclusive, worldwide, royalty-free license to use and reproduce DVA Material and Contract Material brought into existence for such purposes that DVA may approve of, in addition to academic purposes, on the condition that the following criteria are met by the Contractor:

- that approval be sought by the Contractor from DVA in writing prior to the specified use or reproduction by the Contractor;
- that reasonable written notice be given to DVA by the Contractor seeking consent and specifying the specific uses and purpose of the licence sought;
- that the Contractor does not commercially exploit any DVA Material or Contract Material; and
- that the Contractor ensures that DVA and the PFP are appropriately acknowledged in any publication which includes any DVA Material or Contract Material.

Without limiting the provisions of clause 18 of this Agreement, 'DVA Material' includes all material, including raw data provided to the Contractor for the purposes of fulfilling the Contractor's obligations under this Agreement.

- (b) This Part H(b)(3) survives any End Date or termination of this Agreement.
8. Part H(b)(4) is hereby deleted.
 9. The Agreement Clause 10.4(c), is amended by inserting 'and in a manner consistent with the terms and conditions of this Agreement' after 'by the Delegate'.
 10. The Agreement Clause 11.3 is deleted and replaced with the following:

[Licence granted] Unless stated to the contrary elsewhere in this Agreement, the Contractor grants to DVA a licence to:

- (a) its Pre-existing Material as required for DVA's use of Contract Material; and
- (b) a student thesis.

A licence granted under this clause 11.3, subject to the terms and conditions set out in clause 11.1(b) and 11.4 of this Agreement, means a permanent, irrevocable, non-exclusive, worldwide, royalty-free licence to use, reproduce, adapt and exploit the Material, and includes anything in the nature of copyright under the Copyright Act 1968.

11. The Agreement Clause 11.4 is deleted and replaced with the following:

[Sub-licence]

- (a) The Contractor may not sub-licence any DVA Material or Contract Material to a third party for any use without the explicit written consent of DVA.
- (b) The parties agree that any such consent may only be provided where reasonable written notice is provided to DVA by the Contractor of its intention to sub-licence and other salient details of the nature of the sub-licence, including but not limited to the specific purposes of the sub-licence.
- (c) The Contractor will ensure that all sub-licensees are bound by functionally equivalent provisions to this Agreement to the extent that those provisions are capable of applying to the sub-licence and in particular, but not limited to, privacy provisions, the disclosure of confidential information and all relevant security measures including Part G(b)(6), (7), (8) and (9) of this Agreement.
- (d) The Contractor agrees to provide DVA with copies of any sub-licencing arrangements for DVA's approval, prior to the transfer of any DVA and/or Contract Material to any sub-licensee.
- (e) For the purpose of this clause 11.4, the Contractor must not grant any of its sub-licensees a right to sub-licence any DVA Material or Contract Material to any third party.
- (f) The Contractor grants to DVA a right to sub-licence to a third party any student thesis and/or the Contractor's Pre-existing Material, which has been provided to DVA by the Contractor by way of a licence under this Agreement.
- (g) The right to sub-licence, granted by the Contractor to DVA pursuant to clause 11.4 (f) of this Agreement, is subject to the same terms and conditions as the licence provided from the Contractor to DVA under clause 11.3 of this Agreement.

12. The Agreement clause 11.5, is amended by replacing 'individuals comprising' with 'relevant author including any relevant third party (including any student), sub-licensee and any of'.

13. The Agreement clause 11.7, is deleted and replaced with:
[Warranty] The Contractor warrants that it is entitled, or will be entitled to at the relevant times, to grant any assignment, licence or right to sub-licence relevant Intellectual Property Rights as set out under this clause 11.
14. Insert Agreement clause 11.9 'This clause 11 survives any End Date or termination of this Agreement.'
15. The Agreement clause 13.1(d) is amended by inserting 'including Moral Rights' after 'Rights'.
16. The Agreement clause 16.6, line 1, is amended by inserting 'and Schedule Parts' after 'Clauses'.
17. The Agreement clause 16.6(f) is amended by replacing 'this clause 16' with 'Part H(b) [Apportionment of Intellectual Property Rights]'.
18. Insert Agreement clause 16.6(g) 'clause 11 [Intellectual Property Rights (IPRs)]'.
19. Insert Agreement clause 16.6(h) 'this clause 16.'
20. The Agreement clause 18 [Definitions], is amended by replacing the definition of "Contract Material" with the following:

Means all Material (including as described in Part D(b) [Deliverable material]):
 - (a) brought into existence, for this Agreement's purpose under Part A(a) [Purpose], and
 - (b) copied or derived from the Material in paragraph (a).

These changes shall apply with effect from the date of signature by DVA.

The parties accept the above amendments.

THIS DEED OF VARIATION IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for
and on behalf of:**

University of South Australia

by:

s 47F

University of South Australia

Signature and date:

s 47F

26/03/07

Witnessed by:

Signature and date:

s 47F

26/03/07

**Signed, Sealed and Delivered for
and on behalf of:**

The Commonwealth of Australia,
the Repatriation Commission and
the Military Rehabilitation and
Compensation Commission

by:

Richard s 47F

Signature and date:

s 47F

3/07

Witnessed by:

Cathy

s 47F

Signature and date

s 47F

29/3/07

DEED OF VARIATION

**TO THE SERVICES AGREEMENT DATED
9 JUNE 2004**

between

**THE COMMONWEALTH,
THE REPATRIATION COMMISSION
AND
THE MILITARY REHABILITATION AND
COMPENSATION COMMISSION
ACTING THROUGH
THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF VETERANS'
AFFAIRS**

Australian Business Number: 23 964 290 824

and

UNIVERSITY OF SOUTH AUSTRALIA

Australian Business Number: 37 191 313 308

**Concerning the provision of a Prescriber
Intervention and Feedback Program**



DEED OF VARIATION

Introduction

Pursuant to Part A(b)2 of the Services Agreement between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the University of South Australia, dated 9 June 2004 for the provision of a Prescriber Intervention and Feedback Program, and amended by Deed of Variation dated 03 November 2004, 5 September 2005, 31 May 2006, and 30 March 2007, the parties agree to renew the Services Agreement for a period of two (2) years. The End Date of this Services Agreement will therefore be extended until 9 June 2009.

Pursuant to Part A(b)1 of the above Services Agreement, the parties agree to the following amendments with effect from 10 June 2007.

Amendments


- 1 Schedule Part B(a), **s 47F** and substitute **s 47F**
- 2 Schedule Part B(c), omit table and replace with:

Name	Nature of Work	Specific Tasks	Time
Professor Andrew Gilbert	Chief Investigator 1 (Project Director) Overall responsibility for project direction and management, strategic development and innovative research.	<ul style="list-style-type: none">• Leading planning of activities• Leading strategic development of project work• Planning innovative work• Leading consultation & engagement processes with key stakeholder groups• Publications and presentations• Integration with existing QUM programs• Supervision of postgraduate students	0.2 EFT
Associate Professor Libby Roughead	Chief Investigator 2 (Project Co-Director) Overall responsibility for data management, analysis, interpretation and reporting. Assist with project direction and management, strategic development,	<ul style="list-style-type: none">• Management of project data• Analysis of project data• Interpretation of project data• Project evaluation• Data reporting• Data support for Module preparation• Publications and presentations• Supervision of postgraduate	0.6 EFT

	innovative research.	students	
Mr John Barratt	IT & Security Manager Key responsibility for management of the Data Management Centre and security of data	<ul style="list-style-type: none"> • Management of technical matters • Equipment maintenance • Liaison with data related stakeholders • Integration of Data bases • Advice and assistance with linkage of large databases • Management of Data Management Centre • Data security • Maintenance of IT & Security policies and standard operating procedures • Audit of Data Management Centre 	1.0 EFT

- 3 Schedule Part B(d), omit "Professor Justin Beilby, Department of General Practice, University of Adelaide".
- 4 Schedule Part C(b), omit "Ms Meredith Freeman" and insert "Ms Jessica Rynehart". Replace telephone number "(02) 6289 4802" with "(02) 6289 4842".
- 5 Schedule Part D(b)(1)(c)(i), replace "will" with "may".
- 6 Schedule Part D(b)(1)(c)(ii), dot point 2, replace with "Results of analyses of prescribing data for medical practitioners, as part of the Module Material."
- 7 Schedule Part D(b)(1)(c)(ii), dot point 3, add "as part of enhancement activities" after "opinion leaders".
- 8 Schedule Part D(b)(1)(c)(ii), dot point 4, add "as part of enhancement activities" after "discussions".
- 9 Schedule Part D(b)(1)(c)(ii), dot point 6, add "as part of the enhancement activities and in accordance with the requirements of CPD programs" after "general practitioner registration"
- 10 Schedule Part D(b)(1)(c)(ii), dot point 7, add "as part of the enhancement activities and in accordance with the requirements of CPD programs" after "education points".
- 11 Schedule Part D(b)(1)(c)(iii), omit and replace with "CPD credit points will be applied for and made available to participating health professionals subject to approval from the relevant professional bodies".



- 12 Schedule Part D(b)(1)(c)(iv), omit and replace with "Veteran and carers education material is to take into account visual, hearing, mobility and or cognitive impairment. The material will include, but not be limited to, an educational brochure specific to topics targeted to veterans who meet the criteria."
- 13 Insert Schedule Part D(b)(1)(c)(v):
"Other Stakeholders; for example pharmacists, nurses (community and residential aged care), allied health professionals education material, when appropriate, may include, but not be limited to:
- Academic detailing
 - Case-based discussion (for example through conference presentations)
 - Clinically focused educational package in keeping with prescriber feedback education materials
 - Clinical case studies, via Module Materials, linked to quality assurance and continuing education points required for registration.
 - Clinical audit forms linked to quality assurance and continuing education points for pharmacists, through the Module Material.
- 14 Schedule Part D(b)(1)(d), omit and replace with "Stakeholder Response Options will be limited to mail. Unsolicited stakeholder response options will include:
- Mail
 - Electronic technology
 - Call centres.
- Stakeholder response options will be linked to the delivery of each module.
- 15 Schedule Part D(b)(1)(e)(i), dot point 6, omit "Actions they took" and insert "Actions they are likely to take". Delete dot point 7.
- 16 Schedule Part D(b)(1)(e)(i), omit "The Contractor will monitor unsolicited LMO feedback coming into the project office or DVA offices" and insert "The Contractor will monitor unsolicited LMO feedback coming into the project office".
- 17 Schedule Part D(b)(1)(e)(ii), dot point 5, omit "Actions they took" and insert "Actions they are likely to take". Delete dot point 6.
- 18 Schedule Part D(b)(1)(e)(iii), omit dot point 5. Dot point 6, omit "Actions they took" and insert "Actions they are likely to take". Delete dot point 7.
- 19 Schedule Part D(c)(3)(a), omit "Branch Head, Health Services" and insert "National Manager, Primary Care Policy Group". Omit "Project Co-Ordinator" and insert "Project Manager".
- 20 Schedule Part D(c)(5)(b)(i), insert "(module plan)" after "Pre-intervention". Replace dot point 4 with "Criteria application".
- 21 Schedule Part D(c)(5)(b)(iii):
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- omit dot point 3;
 - amend dot point 4 "Changes in health professionals perceived knowledge of therapy".
 - Replace dot point 5 with "Changes in concordance with guidelines, as inferred from changes in dispensings or service utilisation data".
 - Replace dot point 6 with "Changes in patient perceived understanding of their condition and medications".
- 22 Schedule Part D(c)(5)(b)(iv), replace "The reports will be reviewed by health economists" with "Health economists will provide advice on the information required to provide an overall health economic evaluation". Omit dot point 4. Replace "5 months post distribution" with "5 to 12 months post distribution".
- 23 Schedule Part D(c)(5)(h)(i), replace "(three years following Contract execution)" with "(five years following Contract execution)".
- 24 Schedule Part E is to be replaced in its entirety with the following:



— Pricing —

Part E. How are payments calculated?

E(a) What fees apply?

Relates to clause 3.1(a) [DVA's obligations].

- (1) **[Purpose]** The purpose of this section is to describe:
 - [a] the PFP cost structure;
 - [b] the planned program expenditure;
 - [b] the prices for the available Services;
 - [c] price variation mechanisms;
 - [d] the manner of payment; and
 - [e] financial management requirements.
- (2) **[Composition]** The PFP cost structure comprises:
 - (a) Program establishment;
 - (b) Core program fixed costs;
 - (c) Core program variable cost;
 - (d) Innovative projects; and
 - (e) Program completion.
- (3) At Contract commencement the PFP is budgeted for delivery over a 5-year period. For the purpose of clarity, year 1 begins on Contract commencement and subsequent years begin on the anniversary of the Contract commencement.
- (4) The PFP planned program expenditure (**GST exclusive**) for the five-year program is shown in table 1:



Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Program establishment	S47					
Core program fixed costs						
Core program variable cost						
Innovative projects (PhD scholarships)						
Program completion						
Total Program Cost						

TABLE 1: Planned PFP Program Expenditure

- (5) Planned expenditure may be increased through the issue of new work orders. The work orders will specify the Services, the cost of the new work, and the conditions for payment.
- (6) Planned expenditure may be decreased as the result of a Departmental or Program Management Committee decision.
- (7) Program establishment costs provide for the set up of the Contractor's PFP office facilities. Items include, but are not limited to, furniture, fittings, equipment, computer software and hardware, telecommunications equipment, and staff recruitment. Program establishment costs do not include salary or travel costs as these costs are contained in the core program fixed costs. Ownership of such items rests with the Contractor.
- (8) Core program fixed costs provide for core service activities such as staffing and data analysis. The fixed cost items include, but are not limited to, management services staff, consultancy services, administration, infrastructure, and computer and equipment support. While items in this category have been classified as fixed costs, many involve discretionary expenditure and require Contractor management to prevent cost overruns.
- (9) Core program variable costs provide for management support and module delivery activities. The variable cost items include, but are not limited to, academic detailing, travel and accommodation, printing, and postage.
- (10) Funding for innovative projects not set out in this Contract must be subject to the development of a business case. With the exception of the innovative projects authorised on Contract execution, funding will be subject to the issue of an approved work order. Business cases for four candidate projects (Continuity of Care, Aged Care Facilities, Skilled Consumer, and IT) are to be developed by staff funded under core program fixed costs. One innovative project, PhD Scholarships, is approved for implementation following Contract commencement.
- (11) Program completion activities relate to the finalisation of the project. The items include the production of a final report and return of DVA Material.
- (12) **[Planned costs]** The planned program costs are:
 - (a) Program establishment:
The planned program establishment costs are:

Item	Amount
Office fittings	s 47
Office Software and Hardware	
Database management Software and Hardware	
Equipment	
Consultation with stakeholders	
Recruitment	
Total	

(b) Core program fixed costs are shown in Table 2;

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Strategic management and direction					
Project management and coordination					
Administration					
Module development					
Data management and security					
Data analysis and evaluation					
Senior Consultant- Business Services UniSA					
Consumer Consultant					
Total Management Services					
Infrastructure costs (Uni overheads)					
Office costs					
Total Administration					
Dept General Practice (Adelaide Uni)					
DATIS					
National Prescribing Service					
Australian Medicines Handbook					
Repatriation Consultant					
Health Economist					
Reference Group- Opinion Leaders					
Total Subcontractor Services					
Hardware					
System maintenance					
Office Space					
Courier, freight, postage, etc					
Project and financial records					

Table 2: The planned program fixed costs for the PFP program

Note: The planned costs for years 2, 3 and 5 are estimated at a CPI increase of 4% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(c) Core program variable costs are shown in Table 3

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$
Management Services					
Program Management Committee					
PMC Flights					
Clinician Reference Group					
Writing Group					
Project Executive Committee					
Project Executive Committee flights					
Practitioner Reference Group					
Practitioner Reference Group flights					
Veteran Reference Group					
Veteran Reference Group flights					
Editorial Committee					
Editorial Committee flights					
Operational Management Team					
Data Reference Group					
Data Reference Group flights					
Total					
Training Workbooks					
Enhancements					
Quality Improvement					
Academic Detailing					
Workshops					

47



Total
Mailout Printed Material - Standard: Veterans
Mailout Printed Material - Standard: Pharmacists
Mailout Printed Material - Standard: LMOs
Mailout Printed Material - General
Total
Total Estimated Variable Costs

S47

Note: The planned costs for year 4 and 5 are estimated at a CPI increase of 4% but any increase is subject to the variation requirements described at clause E(a) (13) below.

During years 4 and 5 of the program, flights associated with attendance at PFP committees, and other PFP activities, will be organised by the Department on instruction by the Contractor. The Department will use internal processes, including arranging for payments for the airfare as specified in the variable budget. The Contractor therefore will not invoice the Department for costs associated with airfares and the Department will be responsible for the entire cost of the flights, including any price increases.

(d) Innovative project:

The planned innovative project costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$
<i>PhD Scholarships</i>					
Two scholarships	s 47				

(e) Program completion:

Item	\$
<i>Report production</i>	s 47
Travel	
Total	

(13) **[Price]** The Service prices and any variation mechanisms for individual items in the above fixed and variable tables are:

- (a) Infrastructure s 47 in year 1.
- (b) Office costs s 47 in year 1.
- (c) The subcontractor prices for the Dept General Practice, DATIS, National Prescribing Service, Australian Medicines Handbook, Repatriation Consultant, and Reference Group - Opinion Leaders for Contract years 1, 2 and 3 are detailed in the table below. The prices are not subject to CPI increase.

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$
Dept General Practice (research)	s 47				
DATIS					
National Prescribing Service					
Australian Medicines Handbook					
Repatriation Consultant					
Reference Group - Opinion Leaders					

- (d) The year 1 prices for the Health Economists and the Consumer Consultant are s 47 per day with any price variations subject to clause E (a) 14 below.
- (e) Accommodation office space prices are s 47 in year one and two. There is no charge for accommodation in year three, four or five.
- (f) Salaries are as per the UniSA Enterprise Agreement (EBA) 2000 salary scale, or updated versions.
- (g) Sitting fees for professional representatives at reference group meetings are s 47 per hour in year 1.
- (h) NPS facilitator prices are s 47 per facilitator per module in year 1.
- (i) Travel and accommodation costs are the rates of travelling allowance for Australian Public Service (APS) non-senior executive service (non-SES) officers, November 2003 or any updated versions.
- (j) Printed material mailouts are s 47 per item in year 1.
- (k) Training workbooks are s 47 each in year 1.

- (l) Each Party is to bear its own costs for attendance at local and international conferences.
- (m) In the event of a dispute, each Party is to bear its own costs.
- (n) All other items are to be on charged at cost.
- (14) **[Price variation]** Price variations are subject to Departmental approval. Proposals for variation are not to exceed the CPI for agreed prices, the UniSA EBA for salaries, and the APS non-SES travelling allowances for travel and accommodation. Any price variations are to be sought 60 calendar days prior to the commencement of the next program year.
- (15) **[Payment to Contractor]** Payments will be made to the Contractor on the following basis:
- (a) Program establishment costs will be advanced to the Contractor on contract execution. The advance is subject to acquittal against actual costs.
- (b) Core program fixed costs will be advanced to the Contractor against agreed deliverables and are subject to acquittal. The first advance will be paid on Contract execution.
- (c) Core program variable costs are paid quarterly in arrears against incurred costs and are subject to production of evidence of expenditure.
- (d) Innovative project costs are funded as per agreed work orders.
- (e) The PhD innovation payment will commence in the quarter the student is selected. Payments will be quarterly in advance while the student maintains progress in accordance with the Contractor's PhD principles and processes. In the event that the Contract is terminated prior to the completion of the PhD period, subject to the student commencing within 3 months of the Contract commencement, the Department will pay to the end of the then program year. In the event that the PhD student has not completed a full 3-year term of study at the expiration of the Contract, the Department will pay for the remainder of the 3-year study term or to the end of the then program year, whichever is the lesser.
- (f) On Contract expiration or termination the payment of the program variable costs for the final module will be withheld until the module evaluation is completed, the final report submitted, all advances acquitted, and program activities finalised.
- (16) **[Financial management and reporting]** The Contractor is to maintain detailed invoices on all expenditure activity and report in accordance with the financial reporting requirements at section D(c)(5)(e).
- (17) **[Advance payment acquittal]** The program establishment costs are to be acquitted within 150 days of Contract execution. The core program fixed costs are to be acquitted annually within 60 days of the completion of a program year. The Department will determine if the unexpended funds are to be returned to the Department or directed to project activities.
- (18) **[Payment schedule]** Payments will be made in accordance with the following schedule:

No	Planned Date	Milestone Deliverables	Percentage Due	Amount \$
PROGRAM ESTABLISHMENT COSTS				
1	10-Jun-04	Contract Execution (SOW Activity 1)	100%	
CORE PROGRAM FIXED COSTS				
2	10-Jun-04	Contract Execution (SOW Activity 1)	25% Year 1	

S 47

3	10-Sep-04	Project Establishment phase complete: <ul style="list-style-type: none"> • Subcontractor relationships established through letter of intent (SOW 7) • Relationship with data supplier established (SOW 4) • Office (excluding Data Management Centre) operational • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Transition Plan submitted • Quality Plan submitted • Intellectual Property Plan submitted • Risk Assessment and Risk Management Report submitted (SOW 11) • Module 1 development commences (SOW 9) 	25% Year 1	s 47
4	10-Dec-04	<ul style="list-style-type: none"> • Data Management Centre established ready for audit (SOW 16) • Annual Module Plan - Year 1 submitted • Module 1 ready for distribution • Module 2 development commences (SOW 19) • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 1	s 47
5	10-Mar-05	<ul style="list-style-type: none"> • Annual Module Plan - Year 1 submitted (SOW 24) • Module 1 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 2 ready for distribution (SOW 23) • Module 3 development commences (SOW 25) • Interim Program Progress Report submitted • Business Cases, as agreed submitted (SOW 26) 	25% Year 1	s 47
6	10 Jun 05	<ul style="list-style-type: none"> • Module 2 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 3 ready for distribution (SOW 27) • Module 4 development commences • Interim Program Progress Report submitted (SOW 29) • Financial Report submitted • Annual Module Plan - Year 2 submitted 	25% Year 2	As per year 2 approved project plan
7	10 Sep 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 3 delivered 	25% Year 2	As per year 2

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 4 ready for distribution • Module 5 development commences • Interim Program Progress Report submitted 		approved project plan
8	10 Dec 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 4 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 5 ready for distribution • Module 6 development commences • Module 7 development commences • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 2	As per year 2 approved project plan
9	10 Mar 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 5 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 6 ready for distribution • Module 7 ready for distribution • Module 8 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
10	10 Jun 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 6 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 ready for distribution • Module 9 development commences • Annual Module Plan - Year 3 submitted • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
11	10 Sep 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 7 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 delivered 	25% Year 3	As per year 3 approved project plan

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education Complete - NPS facilitator visits complete • Module 9 ready for distribution • Module 10 development commences • Interim Program Progress Report submitted 		
12	10 Dec 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 9 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 10 ready for distribution • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
13	10 Mar 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 10 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Interim Program Progress Report submitted • Module 11 ready for distribution • Module 12 development continues • Module 13 development commences 	25% Year 3	As per year 3 approved project plan
14	10 Jun 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 11 delivered - disseminated to LMO's, pharmacists and Veterans • Module 12 ready for distribution • Module 13 development continues • Module 14 development commences • Module 8 Post Intervention Report submitted • Module 10 intervention Activity Report • Module 14 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • Financial Report submitted • Annual Evaluation Plan and Report submitted • DUE Report submitted • Health Outcome Report submitted 	25% Year 4	s 47
15	10 Sep 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 12 delivered 	25% Year 4	s 47

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and veterans • Module 13 ready for distribution • Module 14 development continues • Module 15 development commences • Module 9 Post Intervention Report submitted • Module 11 Intervention Activity Report submitted • Module 15 Pre Intervention (Module Plan) Report submitted • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Due Report submitted 		
16	10 Dec 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 13 delivered - disseminated to LMO's, pharmacists and Veterans • Module 14 ready for distribution • Module 15 development continues • Module 16 development commences • Module 10 Post Intervention Report submitted • Module 12 Intervention Activity Report submitted • Module 16 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted 	25% Year 4	s 47
17	10 Mar 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 14 delivered - disseminated to LMO's, pharmacists and Veterans • Module 15 ready for distribution • Module 16 development continues • Module 17 development commences • Module 11 Post Intervention Report submitted • Module 13 Intervention Activity Report submitted • Module 17 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 4	s 47
18	10 Jun 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 15 delivered 	25% Year 5	As per year 5

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans • Module 16 ready for distribution • Module 17 development continues • Module 18 development commences • Module 12 Post Intervention Report submitted • Module 14 Intervention Activity Report submitted • Module 18 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • Financial Report submitted • Annual Evaluation Plan and Report Year 5 submitted • DUE Report submitted • Health Outcome Report submitted 		approved project plan
19	10 Sep 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 16 delivered - disseminated to LMO's, pharmacists and Veterans • Module 17 ready for distribution • Module 18 development continues • Module 13 Post Intervention Report submitted • Module 15 Intervention Activity Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 5	As per year 5 approved project plan
20	10 Dec 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 17 delivered - disseminated to LMO's, pharmacists and Veterans • Module 18 ready for distribution • Module 14 Post Intervention Report submitted • Module 16 Intervention Activity Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted 	25% Year 5	As per year 5 approved project plan
21	10 Mar 09	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 18 delivered - disseminated to LMO's, pharmacists and Veterans • Module 15 Post Intervention Report submitted 	25% Year 5	As per year 5 approved project plan

		<ul style="list-style-type: none"> • Module 17 Intervention Activity Report submitted • Interim Program Progress Report submitted • DUE Report submitted • Draft Final Report submitted (10 May 09) 		
22	10 Jun 09	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 18 Intervention Activity Report submitted • Module 16 Post Intervention Report submitted • Financial Report submitted (10 Jun 09) • Final Report submitted (10 Aug 09) 	Nil	As per year 5 approved project plan
CORE PROGRAM VARIABLE COSTS				
23	Quarterly	Invoiced quarterly in arrears	100% of invoice	As per agreed invoice
INNOVATIVE PROJECTS				
PhD Students				
24	Quarterly	Invoiced each quarter commencing in the quarter the student is selected	25% of annual amount in advance	s 47 per student
25	Final Payment	If the Contract terminates prior to completion of the PhD	To the end of the then program year	As per agreed invoice
Approved Innovative Projects				
26		As stated in the approved work order.		As per agreed invoice
PROJECT COMPLETION				
27	Final Payment	Final report including financials Handover of project materials	100%	As per agreed invoice

- 25 Schedule Part G(b)(6) is to be omitted and replaced with "The Contractor agrees to store, handle and process any Security Classified Information in accordance with the security standards set out in the DVA specified sections of the Protective Security Manual, updates of which will be provided to the Contractor where required."
- 26 Schedule Part G(b)(7), omit "all material will be regularly backed up at short intervals to counter for systems failure and kept in encrypted form and only available to people authorised to a certain level of security" and replace with "All material will be regularly backed up at short intervals to counter for systems failure and stored securely off-site and only made available to people with a security classification equal to, or higher than, the classification of the information or as approved by DVA"
- 27 Schedule Part G(b)(9), replace "maintain full and non-disruptive connectivity to DVA's IT systems, eg, appropriate firewall and internet protocols" with "maintain full and secure connectivity to DVA's IT systems through the use of appropriate firewalls, limited File Transfer Protocol use and secure, encrypted linkage controlled by an approved third party responsible for the configuration of the linkage".
- 28 Attachment 1 to the Services Agreement, the '*Statement of Work*', is to be replaced with the following Attachment:



Attachment 1 – Statement of Work

(Clause 1.3)

1. Purpose

The purpose of this Attachment is to describe the Services to be provided by the Contractor.

2. Services

The Services to be provided under this Statement of Work include:

- Delivery of the Prescriber Intervention and Feedback Program (PFP);
- Development and delivery of innovative projects consistent with the objectives of the PFP; and
- Where approved, assist in the roll out of projects as a national implementation.

3. Prescriber Intervention and Feedback Program Services

The Contractor is to:

- Work with the Department at a strategic and operational level to deliver program objectives;
- Provide Research and program delivery services;
- Conduct regular retrospective analysis of the Department's prescription claims database (RPBS claims data held by Medicare Australia);
- Conduct regular analysis of the DVA data set, MBS claims data and hospital data;
- Utilise analytical capabilities to deliver targeted patient specific information to the individual veteran's prescriber;
- Provide LMO, veteran, or other stakeholder education material; and
- Undertake service delivery, for example LMO, veteran, or other stakeholder group education and mail out services.

PFP activities during the first year of the Contract will be primarily concerned with establishing the new service, delivery of the first prescriber feedback and education module, identification and delivery of one subsequent module, preparation of the third module and initiating the approved innovative project.

PFP activities in subsequent years of the program will be focused towards delivery of prescriber feedback and education modules, enhancements to the core program, and delivery of approved innovative projects.


PFP activities in the fourth and fifth years of the program will continue delivery of the prescriber feedback and education modules, enhancements to the core program and approved innovative projects.

The Contractor will deliver a final program evaluation report at the end of the final year of the program.

The services to be delivered during each year of the Contract are described below.

Year One of the Contract

The services are to follow a structured implementation process. Services will include:

- establishment of program management arrangements;
 - establishment of sub contractor arrangements;
 - establishment of Reference Groups
 - conduct of an initial consultation process;
 - data manipulation and analysis;
 - delivery of the first PFP module;
- 

- selection of subsequent PFP modules;
- delivery of the second PFP module;
- preparation of the third PFP module;
- delivery of the approved innovation activity and
- preparation of business cases for approved candidate projects.

3.1.1 Establish Program Management Arrangements

The Parties shall establish operational management arrangements to facilitate implementation of the Contract within 5 days of Contract execution. Initially, the operational management arrangements will comprise a project manager / liaison officer appointed by each of the Parties. The project managers / liaison officers will:

- review and monitor progress under this Contract and report thereon to the parties;
- consider and present recommendations to the Parties regarding proposed changes to this Contract;
- approve changes to plans and specifications on behalf of the Parties; and
- carry out such other functions as are set out in this Contract or agreed in writing by the parties.

Following Contract commencement the Contractor will develop a detailed project plan for the PFP providing full detail of key deliverables and milestones. The plan will be completed within twenty five (25) working days of Contract commencement and the approval / agreement process will be completed within thirty five working days (35) of Contract commencement.

The Department will promptly review the project plan when the Contractor submits it. The Contractor will accommodate any requests for alteration reasonably made by the Department in order to satisfy the requirements of this Contract.

The Department must approve the project plan when satisfied that it is consistent with the requirements of this Contract. The project plan must be approved by the date specified in the Statement of Work or, if applicable, before the expiry of any extended period which is specified in the Contract Details or which is otherwise agreed between the parties. Substantial delays in the approval process will lead to consideration of the impact on timelines and deliverables.

The Department is not required to approve the project plan if it is inconsistent with the requirements of the Contract. The Department will provide the Contractor with details as to why it considers the project plan is inconsistent with the requirements of the Contract and provide the Department with an opportunity to rectify that inconsistency prior to the date upon which approval of the project plan is due. The agreed plan will be implemented in conjunction with the Department.

The project plan will address, but not be limited to, the following:

- Establish Contract arrangements:
 - formalise Memorandum of Agreement with consortium members, and
 - negotiate other subcontracts;
- Initial Setup:
 - equipment procurement,
 - recruit staff, and
 - negotiate data arrangements with the Department;
- Stakeholder consultation:
 - meetings with stakeholders under Departmental arrangements;
- Delivery of initial PFP modules:
 - Data analysis,
 - Module planning,
 - Module development, and

- Module delivery;
- Develop and agree on project procedures;
- Develop reporting templates;
- Initial meetings with sub-contractors;
- Establish Reference Groups;
- Safety Plan;
- Communication Plan;
- Risk Assessment and Mitigation Strategy;
- Intellectual Property Plan for the use and protection of the Parties IP; and
- Quality Plan (including Project Review Plan).

The Parties shall establish the Program Management Committee within two (2) calendar months from Contract execution. The first meeting will address the work plan for year one.

3.1.2 Establish Project Executive Committee

The Contractor will establish the Project Executive Committee within twenty (20) working days from Contract execution.

3.1.3 Establish Sub Contractor Arrangements

In addition to those subcontractors already approved and noted at Part B(d) of this Agreement, the Contractor may subcontract the work to be performed under the Contract. Such additional subcontracting will be subject to the approval of the Department. The Contractor is responsible for ensuring that any obligations which it subcontracts are performed by the subcontractor concerned. The Contractor will ensure that each subcontractor is aware of the provisions of this Contract relevant to that part of the work which the subcontractor is to perform. The Contractor will ensure that all subcontracts contain the privacy, confidentiality and protective security provisions specified in this Contract.

The Department may on reasonable grounds request withdrawal and/or replacement of any subcontractor.

The subcontractors named in the Schedule B (d) are approved for use in this project. Within twenty working days of Contract commencement the Contractor is to establish subcontractor arrangements via letter of intent with the approved subcontractors. Where agreed subcontractor arrangements cannot be established within the time period the Contractor is to advise the reasons to the Department. The Contractor is to provide the Department with copies of the subcontractor arrangements prior to the transfer of data from DVA.

The Contractor is to establish arrangements with DVA for the delivery of data. Discussions with DVA are to be initiated within ten (10) working days from Contract Execution.

3.1.4 Establish Reference Groups

The Contractor is to establish, with the assistance of DVA, the reference groups of key stakeholders (medical practitioners, veterans, other health professionals and professional organisations). The reference groups are to be provided with the opportunity for direct medical input to the Contractor and feedback to the constituency on project plans and activities.

The following groups are to be established:

- Clinical Reference group within five (5) calendar months from Contract execution;
- Practitioner Reference group, within five (5) calendar months from Contract execution; and

- Veterans Reference Group, within five (5) calendar months from Contract execution.

3.1.5 Initial Consultation Process

An initial consultation process with key stakeholders will be undertaken during the project establishment phase to inform the Contractor on the engagement of all key stakeholder groups as participants in formulating the design and content of the Program and Program materials. The process will be co-ordinated by the Department. The consultation process is to be initiated within thirty (30) working days of Contract Execution.

3.1.6 Commence data manipulation and analysis

Data cleansing and analysis are to commence within twenty (20) working days of the completion of data transfer from DVA. Following the initial delivery of data, data cleaning and analysis is to occur on a regular basis in a timely fashion to enable the development of new program modules and delivery in accordance with the agreed project plan.

3.1.7 First PFP Module

The first PFP module is to be "Medication Review" which will be based on patient risk assessment in general practice and patient safety. The Contractor is to use data which identifies veterans and links them to their primary prescribing LMO. The LMOs will be provided with a list of veteran patients and offered assistance in facilitating medication reviews in those patients that meet specific risk criteria. Prescriber educative material will be supplied as part of the module. Assistance with medication reviews is to be offered through established networks of NPS facilitators in Divisions of General Practice across Australia. The first PFP module is to be available for distribution to identified stakeholders through agreed delivery mechanisms within six (6) months of Contract execution.

3.1.8 Second PFP Module

Identification and development of the second PFP module is to commence within six (6) months from Contract Execution and best practice material is to be available for distribution to identified stakeholders through agreed delivery mechanisms within nine (9) months of Contract Execution.

3.1.9 Select Subsequent PFP Modules

Selection of third and subsequent PFP modules is to occur in consultation between the Parties. The Contractor is to offer suggested modules within nine (9) calendar months from Contract Execution.

3.1.10 Third PFP Module

Development of the third PFP module is to commence within nine (9) months from Contract Execution and best practice material is to be available for distribution to identified stakeholders through agreed delivery mechanisms within twelve (12) months of Contract Execution.

3.1.11 PFP Module Deliverables

PFP module deliverables are described at Part D (b) of the Contract. Specific deliverables for each module will be as agreed by the Program Management Committee.

3.1.12 Innovation Activities

Innovation activities comprise strategies, approaches and processes to enhance core program delivery and innovative projects to test major new initiatives. Core program enhancements are addressed at section 4 below. The process for the

approval of new innovative projects is described at section 5, candidate projects approved for business case development are at section 6, and innovation projects approved for implementation are at section 7.

Year One Core Program Milestones and Timeframes

The conduct and delivery of Services are to conform with the provisions of Part D of the Contract.

The timeframes and key milestones for the completion of Services and / or delivery of Products are as follows:

No	ACTIVITY
1	Contract execution
2	Operational management participate in briefings to discuss project initiation activities <i>(within 3 working days of Contract Execution)</i>
3	Establish operational management arrangements to facilitate implementation of the Contract <i>(within 5 working days of Contract Execution)</i>
4	Initiate discussions with DVA for the delivery of data <i>(within ten 10 working days from Contract Execution)</i>
5	Establish the Program Management Committee <i>(within two 2 calendar months of Contract Execution)</i>
6	Establish Project Executive Committee <i>(within 20 working days from Contract Execution)</i>
7	Establish subcontractor arrangements through the exchange of letters of intent <i>(within 20 working days of Contract Execution)</i>
8	Deliver project plan <i>(within 25 working days of Contract Execution)</i>
9	Initiate initial consultation process <i>(within 30 working days of Contract Execution)</i>
10	Initiate First PFP Module <i>(within 30 working days of Contract Execution)</i>
11	Complete a risk assessment and associated risk management strategy <i>(within 30 working days of Contract Execution)</i>
12	Complete project plan approval / agreement <i>(within 35 working days of Contract Execution)</i>
13	Work plan for year one considered at first Program Management Committee meeting <i>(within 2 calendar months from Contract Execution)</i>
14	Decision on option of acquiring the existing PFP computer system <i>(within 3 calendar months from Contract Execution)</i>
15	Complete Standard Operating Procedures for the handling of sensitive material <i>(prior to the first receipt of data)</i>
16	Complete physical, system and personnel security arrangements for the transfer, storage and analysis of Departmental sensitive material <i>(prior to the first receipt of data)</i>
17	Audit of security measures <i>(prior to the first receipt of data)</i>
18	Data cleansing and analysis commences <i>(within twenty working days of the transfer of data from DVA)</i>
19	Development of the second PFP module commences <i>(within 6 months from Contract Execution)</i>
20	Establish Reference groups <i>(within 5 calendar months from Contract Execution)</i>
21	Initial data analysis is completed <i>(within 6 calendar months from the receipt of the data from DVA)</i>
22	Delivery of the First PFP Module intervention activity report <i>(within 8 calendar months from Contract Execution)</i>
23	Best practice material for the second PFP module available for distribution <i>(within 9 months of Contract Execution)</i>
24	Suggested (subsequent) PFP modules proposed <i>(within 9 calendar months from Contract Execution)</i>
25	Development of the third PFP module commences <i>(within 9 months from Contract Execution)</i>

26	Submit candidate project business case <i>(within 9 calendar months from Contract Execution)</i>
27	Best practice material for the third PFP module available for distribution <i>(within 12 months of Contract Execution)</i>
28	Program achievements and possible enhancements considered at an executive program management meeting <i>(within 11 calendar months from Contract Execution)</i>
29	Program report for year one <i>(within 11 calendar months from Contract Execution)</i>

Subsequent Years of the Contract

Services to be delivered during subsequent years will be influenced by the year one activities and outcomes and are therefore subject to confirmation. The planned deliverables are:

Deliverable	Frequency
Data Base Analysis	A minimum of four times per year
Healthcare Trends and Program Direction Advice	Ongoing
Stakeholder Education - Prescriber education material	Eighteen times within the 5-year contract period with an objective of four times per year
Stakeholder Education - Veterans' educational material	Eighteen times within the 5-year contract period with an objective of four times per year
Stakeholder Education - Other Stakeholder Education material	Eighteen times within the 5-year contract period with an objective of four times per year
Stakeholder Response Evaluation - LMO response evaluation	In conjunction with the issue of education material
Stakeholder Response Evaluation - Veteran response evaluation	In conjunction with the issue of education material
Stakeholder Response Evaluation - Other stakeholder response evaluation	In conjunction with the issue of education material
Publication of clinical studies and program outcomes	High profile and widely read professional journals to be targeted.
Health professional conferences	Objective of 2 local and 1 international conference per year.
Approved innovative projects	Undertaken in accordance with approved work orders.
Identification of candidate projects	Progressive
New deliverables	As specified in work orders.

Planning for year two deliverables is to be completed and submitted to the Program Management Committee for agreement within nine calendar months from Contract execution. Planning processes for subsequent years are to be completed three months prior to the end of the program year.

The timeframes and key milestones for the completion of Services are as follows:

ACTIVITY
Year 2 program plan submitted for approval <i>(within 9 months from Contract Execution)</i> .
Subsequent years program plans submitted for approval <i>(three months prior to the end of the then current program year)</i> .
Draft final program report <i>(within 30 calendar days prior to the third anniversary, the Contract commencement, or if extended the final year of the Contract)</i> .
Final program report inclusive of financial statements <i>(within 60 days of the Contract End Date)</i> .

Final Year of the Contract

The Contractor is to develop a plan for the disengagement from the services and program 12 months in advance of the Contract ending to ensure a smooth transition. This will include but not be limited to:

- skills transfer to Department staff or other contractors through joint training sessions;
- provision of education and communication material and manuals developed throughout the Contract period;
- provision of all articles and presentations developed throughout the Contract period;
- return of all data in a secure manner;
- conduct of debriefing sessions with key Department personnel; and
- provision of full documentation on all computer programs used in the delivery of the program including systems design.

Core Program Enhancements

The Contractor is to incorporate enhancements into the core program and evaluate and report on their success. The enhancements are only to be incorporated where it is expected that the program would benefit from their employment. The enhancements include, but are not limited to:

- Inclusion and linkage of RPBS data with MBS, hospital data and GP desktop data.
- Integration with existing QUM programs with established funded QUM services.
- Employment of an extended range of feedback mechanisms such as print, mail out, case-based discussion, and seminars.
- Hospital and community pharmacists will receive information in conjunction with core professional communication material.
- Utilisation of specific reference groups in the development of communication and feedback strategies.
- Prescribers provided with additional feedback material such as results of analyses of prescribing data and academic detailing.
- Provision of multidisciplinary case study sessions to LMOs, pharmacists and nurses in conjunction with the Divisions of General Practice in selected regions.
- Matching the delivery mechanism of prescriber education material to prescriber preference.
- Tailoring the education message to veterans and carers recognising the unique impact of visual, hearing, mobility and cognitive impairment factors.
- Identification to LMOs of veterans in Residential Aged Care Facilities.
- Qualitative research with LMOs, pharmacists, veterans and other stakeholders to assist with exploration of quality improvements to the core program.

4. Innovative Projects and Additional Work

From time to time, the Department may request the Contractor to conduct innovative projects or undertake other services in conjunction with delivery of the core program.

Innovative "candidate" projects or additional services might be suggested by either the Department or the Contractor.

Details of innovative projects approved on Contract execution and the work to be undertaken are provided at paragraph 7 below. Unless otherwise agreed by the Parties in writing, innovative projects will be initiated, conducted and delivered in accordance with the procedures and requirements described below. The conduct of additional services are to be agreed between the Parties and are subject to the issue of a work order.

Candidate Project Briefs

An innovative "candidate" project may be identified by either the Department or the Contractor but project briefs and business cases will primarily be prepared by the Contractor.

A candidate project brief is prepared in accordance with the template at Attachment 2 and presented to the Program Management Committee for consideration. The Program Management Committee will determine if the proposal should proceed to the development of a candidate project business case.

Business Case

Development of a business case is dependent on approval of a candidate project brief. A business case is prepared in accordance with the template at Attachment 3 and presented to the Program Management Committee for consideration. The Program Management Committee will decide if a project will be initiated. Where a business case is approved, the Department may issue a Work Order in the format of the template at Attachment 4.

There is to be no expectation of the timeliness with which the Department will issue a work order, or indeed, that the Department will issue a work order at all.

National Roll Out of Innovative Projects

Where an innovative project is considered to be successful, or where a candidate brief has been approved, a business case for a national roll out may be submitted. National roll out of an innovative project is dependent upon the issue of a work order.

Work Order

The issue of a work order is dependent on approval by the Department delegate.

5. Approved Candidate Projects

The following business cases for candidate projects have been approved in principle:

- Aged Care Facilities Innovation
- IT Innovation


Implementation of these candidate projects is subject to further negotiation and is dependent on approval by the Department.

6. Approved Innovative Projects

PhD Scholarships

Funds to enable the completion of two PhD scholarships to the value of **s 47** per scholarship per year may be funded during the five-year period of the Contract, for a maximum of three years per scholarship. The graduate scholars will be located within approved project initiatives and the topics will be set in consultation with the Department. The students will not replace key research staff, but they will provide a steady stream of high quality publications to disseminate learnings, as well as establish a critical mass of highly qualified individuals who are expert in this area.

Conditions governing award and operation of the scholarship are:

- The Contractor is to propose graduate students who have potential to contribute to veteran well being and the conduct of an innovative project;
 - Nominations for the first scholarships are to be provided to the Department within two (2) calendar months from Contract execution, or in the event of a replacement candidate, as soon as possible after identification of the person;
 - The Contractor is to supervise the work of the graduate student;
- 

- A report on the progress of the research is to be provided to the Department every four months;
- The research is to be completed within three years from commencement of the PhD enrolment;
- Topics of PhD theses will be approved and agreed between the Parties.

7. Scholarship Milestones and Timeframes

The timeframes and key milestones for the PhD scholarships are:

ACTIVITY
Nomination of students for initial PhD scholarships (<i>within 2 calendar months of Contract Execution</i>)
Research progress report every 4 calendar months from scholarship allocation
Research to be completed and report produced within 36 calendar months of scholarship allocation



- 29 Attachment 6 to the Services Agreement, the '*Contract Management Plan*', is to be replaced with the following Attachment:



Attachment 6 – Contract Management Plan

1. Purpose

The parties have a shared responsibility to develop a relationship which will facilitate the successful delivery of the PFP and enhance the quality of life for veterans through the provision of medicines advice and therapeutics information services to health professionals and veterans.

This document provides a framework to assist both parties manage this relationship to achieve the desired goal.

2. Background

DVA has a duty of care to veterans and takes pride in the programs it provides to promote best possible health outcomes for veterans. The University of South Australia, including the Quality Use of Medicines and Pharmacy Research Centre and its consortium members, have a reputation for the development and delivery of evidence-based innovations in health care programs.

The Contractor will work closely with DVA to enhance and strengthen capacity to deliver the PFP.

3. Principles

In order to establish and maintain this relationship to enable the delivery of best practice medication management services to veterans, we will:

- establish open and trusting communication;
- maintain a collaborative approach to problem solving;
- provide transparency in all project activities;
- establish frequent, informative and constructive communication;
- treat all participants in a respectful and courteous manner; and
- mutually recognise the wealth and uniqueness of experience in working with veterans and medication use issues brought to the table by both parties.

4. Mechanisms

These principles will guide our work within the formal and informal structures established within the program and project team.

5. Formal communication structures

Program Management Committee

This Committee provides the mechanism to connect at a high level key DVA and Contractor project team leaders to provide governance, oversight and advice to the project.

Operational Management

Operational management meetings provide a forum for discussion of project issues between DVA's Director, Medication Management Section, and the Contractor's Project Manager. Frequent communication will be promoted through face-to-face meetings, telephone conversations and e-mails.

Committee Involvement

The Contractor's project team leaders will actively participate in DVA's advisory group, such as the Editorial Committee, to provide feedback on the project activities.

The Contractor welcomes DVA's similar participation in the structures established by the Contractor to enable us to benefit from their experience and knowledge in terms of delivery of the PFP.

Reporting

Scheduled reporting provides a mechanism for a systematic sustained record of project activities.

6. Informal Communication Mechanisms

The established rapport between the Director of the Medication Management Section and the Contractor's Project Director will be carried forward into this project. Similarly on an operational level the Project Liaison Officer and the Project Coordinator will work closely together building upon the open and honest communication established during the pre contract phase.

While our preferred mode of communication is either face-to-face or via telephone, regular informal e-mail contact will also be established.

Both DVA and the Contractor will work to maintain the excellent relationships with the veteran and healthcare provider community, inviting feedback from all stakeholders.

7. Maintaining Positive Relationships

The close working relationship developed through the formal and informal mechanisms outlined above, will ensure that any points of divergence that arise can be dealt with in an open and honest fashion. It is important to note that formal dispute resolution mechanisms are in place as part of the Contractor's best practice approach to project management. However, it is anticipated that these will not be required.

DVA and the Contractor recognise their responsibilities to deliver quality programs which respect the contribution veterans have made to the Australian way of life. The University of South Australia understands its responsibility to maintain and enhance the reputation of DVA nationally and internationally as a provider of quality services to veterans.

It is also understood that a key strategic direction for DVA is to develop services to ensure an enhanced quality of life for its increasingly frail veterans and their dependants.

8. Outcomes

The outcomes DVA will receive over the 5 years of the contract period will include:

- production of eighteen quality therapeutics education modules tailored to the needs of LMO's and pharmacists who care for veterans in their practices;
- production of eighteen quality medication advice modules tailored to the needs of veterans;
- delivery of the therapeutics educational modules to LMO's and pharmacists using evidence-based CPE methods. Each module will be delivered using mail outs enhanced for targeted participants through educational visits, and/or opinion leader forums;
- delivery of medication advice modules to veterans using mail-outs

- evaluation of each therapeutic education and medication advice module using feedback from health professionals and veterans, DVA data, health outcome measures and economic analysis;
- reports which provide detail of all aspects of each module development, delivery and evaluation. The reports will also include all materials developed for the module;
- submission to DVA, articles for publication and papers for presentations for their inspection and if satisfactory, their approval for use;
- a continuous scan of all available data to provide DVA with regular reports on medication use issues for veterans as well as providing information which may guide service delivery decisions;
- preparation and submission to DVA of proposals for new service delivery and support systems which will provide better health care for veterans; and
- provision of opportunities for DVA to commercialise the knowledge of evidence-based best practice models to organisations interested in delivery of services to people with chronic conditions, aged care and vulnerable groups.

Overall, it is our goal to work with DVA to develop a quality program which will maintain and enhance DVA's reputation as a recognised national and international leader in health care delivery to veterans.

Interpretation

To the extent applicable, the terms and conditions of the Services Agreement, including defined terms, apply to this Deed of Variation.



THIS DOCUMENT IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for and on
behalf of:**

University of South Australia

by:

s 47F

University of South Australia

Signature and date:

Witnessed by:

[Print name of witness]

s 47F

s 47F

Signature and date:

06/06/2007

06/06/2007

**Signed, Sealed and Delivered for and on
behalf of:**

The Commonwealth of Australia, the
Repatriation Commission and the Military
Rehabilitation and Compensation
Commission

by:

Richard **s 47F**

National Manager

Primary Care Policy Group

Signature and date:

Witnessed by:

[Print name of witness]

Elizabeth **s 47F**

s 47F

s 47F

Signature and date:

7/6/07

7/06/2007

DEED OF VARIATION

**TO THE SERVICES AGREEMENT DATED
9 JUNE 2004**

between

**THE COMMONWEALTH,
THE REPATRIATION COMMISSION
AND
THE MILITARY REHABILITATION AND
COMPENSATION COMMISSION
ACTING THROUGH
THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF VETERANS'
AFFAIRS**

Australian Business Number: 23 964 290 824

and

UNIVERSITY OF SOUTH AUSTRALIA

Australian Business Number: 37 191 313 308

**Concerning the provision of a Prescriber
Intervention and Feedback Program**

DEED OF VARIATION

Introduction

Pursuant to Part A(b)1 of the Services Agreement between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the University of South Australia, dated 9 June 2004 for the provision of a Prescriber Intervention and Feedback Program, and amended by Deed of Variation dated 03 November 2004, 5 September 2005, 31 May 2006, 30 March 2007 and 07 June 2007, the parties agree to the following amendments.

Amendments

- 1 Schedule Part E is to be replaced in its entirety with the following:

Part E. How are payments calculated?

E(a) What fees apply?

Relates to clause 3.1(a) [DVA's obligations].

- (1) **[Purpose]** The purpose of this section is to describe:
 - [a] the PFP cost structure;
 - [b] the planned program expenditure;
 - [b] the prices for the available Services;
 - [c] price variation mechanisms;
 - [d] the manner of payment; and
 - [e] financial management requirements.
- (2) **[Composition]** The PFP cost structure comprises:
 - (a) Program establishment;
 - (b) Core program fixed costs;
 - (c) Core program variable cost;
 - (d) Innovative projects; and
 - (e) Program completion.
- (3) At Contract commencement the PFP is budgeted for delivery over a six-year period. For the purpose of clarity, year 1 begins on Contract commencement and subsequent years begin on the anniversary of the Contract commencement.
- (4) The PFP planned program expenditure (**GST exclusive**) for the six-year program is shown in table 1:

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
Program establishment	S 47						
Core program fixed costs							
Core program variable cost							
Innovative projects (PhD scholarships)							
Program completion							
Total Program Cost							

TABLE 1: Planned PFP Program Expenditure

- (5) Planned expenditure may be increased through the issue of new work orders. The work orders will specify the Services, the cost of the new work, and the conditions for payment.
- (6) Planned expenditure may be decreased as the result of a Departmental or Program Management Committee decision.
- (7) Program establishment costs provide for the set up of the Contractor's PFP office facilities. Items include, but are not limited to, furniture, fittings, equipment, computer software and hardware, telecommunications equipment, and staff recruitment. Program establishment costs do not include salary or travel costs as these costs are contained in the core program fixed costs. Ownership of such items rests with the Contractor.
- (8) Core program fixed costs provide for core service activities such as staffing and data analysis. The fixed cost items include, but are not limited to, management services staff, consultancy services, administration, infrastructure, and computer and equipment support. While items in this category have been classified as fixed costs, many involve discretionary expenditure and require Contractor management to prevent cost overruns.
- (9) Core program variable costs provide for management support and module delivery activities. The variable cost items include, but are not limited to, academic detailing, travel and accommodation, printing, and postage.
- (10) Funding for innovative projects not set out in this Contract must be subject to the development of a business case. With the exception of the innovative projects authorised on Contract execution, funding will be subject to the issue of an approved work order. Business cases for four candidate projects (Continuity of Care, Aged Care Facilities, Skilled Consumer, and IT) are to be developed by staff funded under core program fixed costs. One innovative project, PhD Scholarships, is approved for implementation following Contract commencement.
- (11) Program completion activities relate to the finalisation of the project. The items include the production of a final report and return of DVA Material.
- (12) **[Planned costs]** The planned program costs are:
 - (a) Program establishment:
The planned program establishment costs are:

Item	Amount
Office fittings	S 47
Office Software and Hardware	
Database management Software and Hardware	
Equipment	
Consultation with stakeholders	
Recruitment	
Total	

- (b) Core program fixed costs are shown in Table 2:

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Strategic management and direction						
Project management and coordination						
Administration						
Module development						
Data management and security						
Data analysis and evaluation						
Senior Consultant- Business Services UniSA						
Consumer Consultant						
Total Management Services						
Infrastructure costs (Uni overheads)						
Office costs						
Total Administration						
Dept General Practice (Adelaide Uni)						
DATIS						
National Prescribing Service						
Australian Medicines Handbook						
Repatriation Consultant						
Health Economist						
Reference Group- Opinion Leaders						
Total Subcontractor Services						
Hardware						
System maintenance						

S47

\$ 47

Office Space
Courier, freight, postage, etc
Project and financial records

Table 2: The planned program fixed costs for the PFP program

Note: The planned costs for years 2, 3 and 5 are estimated at a CPI increase of 4% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(c) Core program variable costs are shown in Table 3

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$	Year 6 - \$
Management Services						
Program Management Committee						
<i>PMC Flights</i>						
Clinician Reference Group						
Writing Group						
<i>Writing Group flights</i>						
Project Executive Committee						
<i>Project Executive Committee flights</i>						
Practitioner Reference Group						
<i>Practitioner Reference Group flights</i>						
Veteran Reference Group						
<i>Veteran Reference Group flights</i>						
Editorial Committee						
<i>Editorial Committee flights</i>						
Operational Management Team						
Data Reference Group						

<i>Data Reference Group flights</i>		NA	NA	NA	\$7,904	\$8,300	\$8,673
Total							
Training Workbooks							
Enhancements							
Quality Improvement							
Academic Detailing							
Workshops							
Total							
Mailout Printed Material -							
Standard: Veterans							
Mailout Printed Material -							
Standard: Pharmacists							
Mailout Printed Material -							
Standard: LMOs							
Mailout Printed Material - General							
Total							
Total Estimated Variable Costs							

\$47

Note: The planned costs for year 4 and 5 are estimated at a CPI increase of 4% and in year 6 at an increase of 4.5%, but any increase is subject to the variation requirements described at clause E(a) (13) below.

During years 4, 5 and 6 of the program, flights associated with attendance at PFP committees, and other PFP activities, will be organised by the Department on instruction by the Contractor. The Department will use internal processes, including arranging for payments for the airfare as specified in the variable budget. The Contractor therefore will not invoice the Department for costs associated with airfares and the Department will be responsible for the entire cost of the flights, including any price increases.

(d) Innovative project:
The planned innovative project costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$	Year 6 - \$
<i>PhD Scholarships</i>						
Two scholarships	s 47					

(e) Program completion:

Item	\$
<i>Report production</i>	
Travel	s 47
Total	

(13) [Price] The Service prices and any variation mechanisms for individual items in the above fixed and variable tables are:

- Infrastructure s 47 in year 1.
- Office costs s 47 in year 1.
- The subcontractor prices for the Dept General Practice, DATIS, National Prescribing Service, Australian Medicines Handbook, Repatriation Consultant, and Reference Group - Opinion Leaders for Contract years 1, 2 and 3 are detailed in the table below. The prices are not subject to CPI increase.

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$	Year 6 - \$
Dept General Practice (research)	s 47					
DATIS						
National Prescribing Service						
Australian Medicines Handbook						
Repatriation Consultant						
Reference Group - Opinion Leaders						

- The year 1 prices for the Health Economists and the Consumer Consultant are s 47 per day with any price variations subject to clause E (a) 14 below.
- Accommodation office space prices are s 47 in year one and two. There is no charge for accommodation in year three, four, five or six.
- Salaries are as per the UniSA Enterprise Agreement (EBA) 2000 salary scale, or updated versions.
- Sitting fees for professional representatives at reference group meetings are s 47 per hour in year 1.
- NPS facilitator prices are s 47 per facilitator per module in year 1.
- Travel and accommodation costs are the rates of travelling allowance for Australian Public Service (APS) non-senior executive service (non-SES) officers, November 2003 or any updated versions.
- Printed material mailouts are s 47 per item in year 1.
- Training workbooks are s 47 each in year 1.

- (l) Each Party is to bear its own costs for attendance at local and international conferences.
- (m) In the event of a dispute, each Party is to bear its own costs.
- (n) All other items are to be on charged at cost.
- (14) **[Price variation]** Price variations are subject to Departmental approval. Proposals for variation are not to exceed the CPI for agreed prices, the UniSA EBA for salaries, and the APS non-SES travelling allowances for travel and accommodation. Any price variations are to be sought 60 calendar days prior to the commencement of the next program year.
- (15) **[Payment to Contractor]** Payments will be made to the Contractor on the following basis:
 - (a) Program establishment costs will be advanced to the Contractor on contract execution. The advance is subject to acquittal against actual costs.
 - (b) Core program fixed costs will be advanced to the Contractor against agreed deliverables and are subject to acquittal. The first advance will be paid on Contract execution.
 - (c) Core program variable costs are paid quarterly in arrears against incurred costs and are subject to production of evidence of expenditure.
 - (d) Innovative project costs are funded as per agreed work orders.
 - (e) The PhD innovation payment will commence in the quarter the student is selected. Payments will be quarterly in advance while the student maintains progress in accordance with the Contractor's PhD principles and processes. In the event that the Contract is terminated prior to the completion of the PhD period, subject to the student commencing within 3 months of the Contract commencement, the Department will pay to the end of the then program year. In the event that the PhD student has not completed a full 3-year term of study at the expiration of the Contract, the Department will pay for the remainder of the 3-year study term or to the end of the then program year, whichever is the lesser.
 - (f) On Contract expiration or termination the payment of the program variable costs for the final module will be withheld until the module evaluation is completed, the final report submitted, all advances acquitted, and program activities finalised.
- (16) **[Financial management and reporting]** The Contractor is to maintain detailed invoices on all expenditure activity and report in accordance with the financial reporting requirements at section D(c)(5)(e).
- (17) **[Advance payment acquittal]** The program establishment costs are to be acquitted within 150 days of Contract execution. The core program fixed costs are to be acquitted annually within 60 days of the completion of a program year. The Department will determine if the unexpended funds are to be returned to the Department or directed to project activities.
- (18) **[Payment schedule]** Payments will be made in accordance with the following schedule:

	Planned Date	Milestone Deliverables	Percentage Due	Amount \$
PROGRAM ESTABLISHMENT COSTS				
1	10 Jun 04	Contract Execution (SOW Activity 1)	100%	s 47
CORE PROGRAM FIXED COSTS				
2	10 Jun 04	Contract Execution (SOW Activity 1)	25% Year 1	s 47
3	10 Sep 04	Project Establishment phase complete: <ul style="list-style-type: none"> • Subcontractor relationships established through letter of intent (SOW 7) • Relationship with data supplier established (SOW 4) • Office (excluding Data Management Centre) operational • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Transition Plan submitted • Quality Plan submitted • Intellectual Property Plan submitted • Risk Assessment and Risk Management Report submitted (SOW 11) • Module 1 development commences (SOW 9) 	25% Year 1	s 47
4	10 Dec 04	<ul style="list-style-type: none"> • Data Management Centre established ready for audit (SOW 16) • Annual Module Plan – Year 1 submitted • Module 1 ready for distribution • Module 2 development commences (SOW 19) • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 1	s 47
5	10 Mar 05	<ul style="list-style-type: none"> • Annual Module Plan – Year 1 submitted (SOW 24) • Module 1 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 2 ready for distribution (SOW 23) • Module 3 development commences (SOW 25) • Interim Program Progress Report submitted • Business Cases, as agreed submitted (SOW 26) 	25% Year 1	s 47

6	10 Jun 05	<ul style="list-style-type: none"> • Module 2 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 3 ready for distribution (SOW 27) • Module 4 development commences • Interim Program Progress Report submitted (SOW 29) • Financial Report submitted • Annual Module Plan – Year 2 submitted 	25% Year 2	As per year 2 approved project plan
7	10 Sep 05	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 3 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 4 ready for distribution • Module 5 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
8	10 Dec 05	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 4 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 5 ready for distribution • Module 6 development commences • Module 7 development commences • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 2	As per year 2 approved project plan
9	10 Mar 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 5 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 6 ready for distribution • Module 7 ready for distribution • Module 8 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan

10	10 Jun 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 6 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 ready for distribution • Module 9 development commences • Annual Module Plan - Year 3 submitted • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
11	10 Sep 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 7 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 9 ready for distribution • Module 10 development commences • Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
12	10 Dec 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 9 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 10 ready for distribution • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
13	10 Mar 07	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 10 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Interim Program Progress Report submitted • Module 11 ready for distribution • Module 12 development continues • Module 13 development commences 	25% Year 3	As per year 3 approved project plan

14	10 Jun 07	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 11 delivered - disseminated to LMO's, Pharmacists and Veterans • Module 12 ready for distribution • Module 13 development continues • Module 14 development commences • Module 8 Post Intervention Report • Module 10 Intervention Activity Report • Module 14 Pre Intervention (Module Plan Report submitted) • Interim Program Progress Report submitted • Financial Report submitted • DUE Report Submitted • Health Outcomes Report submitted 	25% Year 4	s 47
15	10 Sep 07	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 12 Delivered - disseminated to LMO's , Pharmacists and Veterans • Module 13 ready for distribution • Module 14 development continues • Module 15 development commences • Module 9 Post Intervention Report submitted • Module 11 Intervention Activity Report submitted • Module 15 Pre Intervention (Module Plan)Report submitted • Interim Program Progress Report submitted • DUE Report Submitted 	25% Year 4	s 47
16	10 Dec 07	<ul style="list-style-type: none"> • SOW Activities-Periodic and agreed • Module 13 delivered - disseminated to LMO's, Pharmacists and Veterans • Module 14 ready for distribution • Module 15 Development continues • Module 16 Development commences • Module 10 Post Intervention Activity Report submitted • Module 12 Intervention Activity Report submitted • Module 16 Pre Intervention (Module Plan)submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report Submitted • Health Outcome Report submitted 	25% Year 4	s 47

17	10 Mar 08	<ul style="list-style-type: none"> • SOW Activities-Periodic and agreed • Module 14 delivered <ul style="list-style-type: none"> - disseminated to LMO's, Pharmacists and veterans • Module 15 ready for distribution • Module 16 development continues • Module 17 development commences • Module 11 Post Intervention Report submitted • Module 13 Intervention Activity Report submitted • Module 17 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • DUE Report Submitted 	25% Year 4	s 47
18	10 Jun 08	<ul style="list-style-type: none"> • SOW Activities-Periodic and agreed • Module 15 delivered <ul style="list-style-type: none"> - to LMO's, Pharmacies and Veterans • Module 16 ready for distribution • Module 17 development continues • Module 18 development commences • Module 12 Post Intervention Report submitted • Module 14 Intervention Activity Report submitted • Module 18 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted. • Financial Report submitted. • DUE Report submitted. • Health Outcome Report submitted. • Annual Evaluation Plan and Report Year 5 submitted. 	25% Year 5	As per year 5 approved project plan
19	10 Sep 08	<ul style="list-style-type: none"> • SOW Activities - Periodic and agreed • Module 16 delivered <ul style="list-style-type: none"> - disseminated to LMO's, Pharmacies and Veterans • Module 17 ready for distribution • Module 18 development continues • Module 19 development commences • Module 19 Pre Intervention Report submitted • Module 13 Post Intervention Report submitted • Module 15 Intervention Activity Report submitted. • Interim Program Progress Report submitted. • DUE Report submitted 	25% Year 5	As per year 5 approved project plan

20	10 Dec 08	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 17 delivered - disseminated LMO's, Pharmacies and Veterans • Module 18 ready for distribution • Module 19 development continues • Module 20 development commences • Module 20 Pre Intervention Report submitted. • Module 14 Post Intervention Report submitted. • Module 16 Intervention Activity Report submitted. • Interim Program Progress Report submitted. • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted. 	25% Year 5	As per year 5 approved project plan
21	10 Mar 09	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 18 delivered - disseminated to LMO's, Pharmacies and Veterans Module 19 ready for distribution Module 20 development continues Module 21 development commences • Module 21 Pre Intervention Report submitted • Module 15 Post Intervention Report submitted • Module 17 Intervention Activity Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 5	As per year 5 approved project plan
22	10 Jun 09	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 19 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 20 ready for distribution • Module 21 development continues • Module 22 development commences • Module 22 Pre Intervention Report submitted. • Module 16 Post Intervention Report submitted • Module 18 Intervention Activity Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report Submitted • Health Outcome Report submitted • Annual Evaluation Plan Year 6 submitted 	25% Year 6	As per Year 6 approved project plan

23	10 Sep 09	<p>SOW Activities- Periodic and agreed</p> <ul style="list-style-type: none"> • Module 20 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 21 ready for distribution • Module 22 development continues • Module 17 Post Intervention Report submitted • Module 19 Intervention Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 6	As per Year 6 approved project plan
24	10 Dec 09	<p>SOW Activities-Periodic and agreed</p> <ul style="list-style-type: none"> • Module 21 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 22 ready for distribution • Module 18 Post Intervention Report submitted • Module 20 Intervention Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted 	25% Year 6	As per Year 6 approved project plan
25	10 Mar-10	<p>SOW Activities-Periodic and agreed</p> <ul style="list-style-type: none"> • Module 22 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 19 Post Intervention Report • Module 21 Intervention Activity Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 6	As per Year 6 approved project plan
26	10 May -10	<ul style="list-style-type: none"> • Draft Final Report submitted (10 May 10) 	Nil	As per Year 6 approved project plan
27	10 Jun-10	<ul style="list-style-type: none"> • Module 20 Post Intervention Activity Report • Module 22 Intervention Activity Report submitted • Financial Report submitted (10 Jun 10) • Final Report submitted (10 Aug 10) 	Nil	As per Year 6 approved project plan

CORE PROGRAM VARIABLE COSTS				
27	Quarterly	Invoiced quarterly in arrears	100% of invoice	As per agreed invoice
INNOVATIVE PROJECTS				
PhD Students				
28	Quarterly	Invoiced each quarter commencing in the quarter the student is selected	25% of annual amount in advance	s 47 per student
29	Final Payment	If the Contract terminates prior to completion of the PhD	To the end of the then program year	As per agreed invoice
Approved Innovative Projects				
30		As stated in the approved work order.		As per agreed invoice
PROJECT COMPLETION				
31	Final Payment	Final report including financials Handover of project materials	100%	As per agreed invoice

E(b) What expenses can be reimbursed?

Relates to clause 3.1(a) [DVA's obligations].

- (1) No costs or disbursements of the Contractor other than as described in section E(a) above will be reimbursed.

E(c) What tax/invoice issues arise?

Relates to clause 3.2 [Invoice a pre-requisite].

- (1) The Contractor acknowledges that it is currently able to accept payment electronically and will provide appropriate and necessary account details supported by an electronic remittance advice.
- (2) The Contractor further acknowledges that it may become necessary, over the term of this Agreement, to provide invoices in electronic form only.
- (3) Subject to acceptance of the Services by DVA, invoices will be paid within 30 days after receipt of a tax/invoice that correctly specifies:
 - (a) a reference to the Contractor and this Agreement;
 - (b) sufficient detail to allow the Delegate to clearly understand the relevant Services, deliverables and timing to which the claim for fees and reimbursements relates; and
 - (c) where GST applies, anything required to ensure the invoice is also a tax invoice under the *A New Tax System (Goods and Services Tax) Act 1999*.

E(d) Do incentives, discounts or conditions apply?

Relates to clause 4 [Incentives and discounts].

- (1) There are no incentives or discounts like those referred to in clause 4 [Incentives and discounts].

Interpretation

To the extent applicable, the terms and conditions of the Services Agreement, including defined terms, apply to this Deed of Variation.

These changes shall apply with effect from the date of signature by DVA.

THIS DOCUMENT IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for and on
behalf of:**

University of South Australia

by:

s 47F

University of South Australia

Signature and date:

Witnessed by:

s 47F

03/02/2009

Signature and date:

s 47F

03/02/2009

**Signed, Sealed and Delivered for and on
behalf of:**

The Commonwealth of Australia, the
Repatriation Commission and the Military
Rehabilitation and Compensation
Commission

by:

Richard **s 47F**
National Manager
Primary Care Policy Group

Signature and date:

Witnessed by:

s 47F

5/2/09

Cathy **s 47F**

Signature and date

s 47F

5/2/09



Australian Government
Department of Veterans' Affairs

ACT OFFICE

s 47F

Quality Use of Medicines and Pharmacy Research Centre
University of South Australia
GPO Box 2471
ADELAIDE SA 5001

Dear

s 47F

I am writing to you in relation to the Deed of Variation to the Services Agreement for the provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) program.

For your records, please find attached a signed Deed of Variation to the Services Agreement.

I look forward to continuing working with you on the Veterans' MATES program.

Yours sincerely

s 47F

Francene s 47F
Assistant Director
Pharmacy Programs

2 January 2014

DEED OF VARIATION

Introduction

On 6 July 2010 the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the University of South Australia, entered into a Services Agreement for the provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) Program. The Services Agreement has subsequently been amended by Deed of Variation dated 9 August 2011 and by letter of change dated 28 February 2012.

Pursuant to clause 31.1 of the Services Agreement, the parties agree to the following amendments with effect from 1 July 2013.

Amendments

- 1 DVA has exercised its option under Schedule Part B(1) to extend the agreement to 30 June 2015.

At Schedule Part E: Specified personnel of contractor, delete:

Full legal name of person	s 47F
Nature of work to be performed under this agreement	s 47F Key responsibility for project management and innovative research
Telephone number	s 47F
E-mail address	s 47F

and replace with:

Full legal name of person	s 47F
Nature of work to be performed under this agreement	s 47F Key responsibility for project management
Telephone number	s 47F
E-mail address	s 47F

At Schedule Part G: DVA Delegate, delete:

Delegate	Ms Judy s 47F
Position	National Manager, Primary Care Policy
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	GPO Box 9998, Canberra ACT 2600
Telephone number (business hours)	s 47F
Fax number	(02) 6289 6521
E-mail address	s 47F @dva.gov.au

and replace with:

Delegate	Ms Letitia s 47F
Position	Assistant Secretary, Primary Health Care
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	GPO Box 9998, Canberra ACT 2601
Telephone number (business hours)	s 47F
Fax number	(02) 6289 4727
E-mail address	s 47F @dva.gov.au

- 4 At Schedule Part I(6)(b), replace 'Medicare Australia' with 'Department of Human Services'.

- 5 At Schedule Part I(7)(f), insert 'including Department of Health and Ageing's (DoHA) 2011-12 Budget measure, Pharmaceutical Benefits Scheme - Improving Sustainability through enhanced Post-Market Surveillance' after 'RPBS'.
- 6 At Schedule Part I(7)(g), replace 'Department of Health and Ageing's (DoHA)' with 'DoHA'.
- 7 At Schedule Part I(10)(a), omit (iii) and replace with:
 - (iii) Pharmacists response forms will be linked to the Australian Pharmacy Council (APC) accredited Continuing Professional Development (CPD) credits.
- 8 At Schedule Part I(11)(d), replace '(three years following Agreement execution)' with '(five years following Agreement execution)'.
- 9 At Schedule Part I(13)(a):
 - replace 'DVA's Primary Care Policy National Manager' with 'DVA's Primary Health Care Branch Assistant Secretary'; and
 - replace 'Contractor's Project Co-Director' with 'Contractor's Project Executive Director'.
- 10 At Schedule Part M, insert:
 - (3) DVA will support the Contractor in undertaking its Centre for Research Excellence (CRE) in Post-Marketing Surveillance of Medicines and Medical Devices project through:
 - (a) access to the DVA data covered by the licence provisions for the Veterans' MATES program; and
 - (b) review and approval of material prepared for publication and/or presentation including analysis of DVA data prior to submission to journals and/or conferences.

11 At Schedule Part L: Payments, insert 'Year 10' and 'Year 11' columns after 'Year 9' column:

: Veterans' MATES: Y7-11 BUDGET		
FIXED BUDGET	Year 10	Year 11
Strategic direction and innovation		
Project Management and Co-ordination		
Administration		
Module Development		
Data Management & Security		
Data Analysis & Evaluation		
Office costs		
Infrastructure		
DMAC		
Department of General Practice		
National Prescribing Service		
DATIS		
Australian Medicines Handbook		
Repat Consultant		
Health Economists		
Hardware		
System Maintenance		
Accommodation Upgrades		
Security Upgrades		
Total Draft Fixed Costs		
Total PHD Scholarships Costs		
Total Project Completion Costs		
DRAFT VARIABLE BUDGET		
Program Management Committee		
<i>PMC Flights Only</i>		
Writing Group		
<i>WG Flights Only</i>		
Project Executive Committee		
<i>PEC Flights Only</i>		
Editorial Committee		
<i>EC Flights Only</i>		
Data Reference Group		
<i>DRG Flights Only</i>		
Practitioner Reference Group		
<i>PRG Flights Only</i>		
Veteran Reference Group		
<i>VRG Flights Only</i>		
VAPAC Training		
<i>Module Training for VAPAC Flights Only</i>		
Stakeholder Information Booklets		
Mailout Printed Material Standard:		
Veterans		
Pharmacists		
LMO		
Year 7-11 enhancements		
Total Draft Variable Costs		
GRAND TOTAL DRAFT VETERANS' MATES BUDGET Y7-11		

s 47

12 At Attachment A(2)(2.1.6), replace Table 2: Frequency of deliverables in its entirety with:

Table 2: Frequency of deliverables

Deliverable	Frequency
Data Base Analysis	A minimum of four times per year
Healthcare Trends and Program Direction Advice	Ongoing
Prescriber education material	Twenty times within the 5-year Agreement period with an objective of four times per year
Veterans' educational material	Twenty times within the 5-year Agreement period with an objective of four times per year
Other Health Professional Education material ie. Pharmacists	Twenty times within the 5-year Agreement period with an objective of four times per year
Prescriber Response Evaluation	In conjunction with the issue of education material
Veteran Response Evaluation	In conjunction with the issue of education material
Other Health Professional Response Evaluation	In conjunction with the issue of education material
Publication of clinical studies and program outcomes	High profile and widely read professional journals to be targeted.
Health professional conferences	Objective of 2 local and 1 international conference per year.
Approved innovative projects	Undertaken in accordance with approved Work Orders.
Identification of candidate projects	Progressive
New deliverables	As specified in Work Orders.

13 At Attachment G, omit 'Part I(b)(4)' in first paragraph of letter and substitute with 'Part I(12)(k)'.

Interpretation

To the extent applicable, the terms and conditions of the Services Agreement, including defined terms, apply to this Deed of Variation.

THIS DOCUMENT IS EXECUTED AS A DEED.

Signed for and on behalf of:

University of South Australia
by:

s 47F

s 47F

Signature and date:

19/12/13

Witnessed by:

s 47F

Signature and date:

19/12/13

Signed, Sealed and Delivered for and on behalf of:

The Commonwealth of Australia (as represented by the Department of Veterans' Affairs), the Repatriation Commission and the Military Rehabilitation and Compensation Commission
by:

Letitia s 47F

Assistant Secretary
Primary Health Care Branch

s 47F

Signature and date:

23/12/13

Witnessed by:

Francene s 47F

s 47F

Signature and date

23/12/13

s 47F Francene

From: s 47F Francene
Sent: Thursday, 21 February 2013 11:03 AM
To: s 47F
Cc: 's 47F'; s 47F Will; s 47F Tracy
Subject: Approval to Extend Services Agreement[SEC=UNCLASSIFIED]
Attachments: Contract Extension_signed DVA letter to UniSA.pdf

Hi Libby

Please find attached a signed copy of the DVA letter regarding the contract extension for continued provision of Veterans' MATES until 30 June 2015. I have forwarded this document in advance of your receipt of the original, which I have mailed to you today.



Contract
Extension_signed DVA

Kind regards

Francene

Francene s 47F
Assistant Director
Pharmacy & Health Technology Policy
Primary Health Care Branch
Department of Veterans' Affairs
Ph: s 47F



Australian Government
Department of Veterans' Affairs

s 47F

Quality Use of Medicines and Pharmacy Research Centre
Sansom Institute
University of South Australia
GPO Box 2471
ADELAIDE SA 5001

Dear s 47F

I am delighted to inform you of the Department's decision to extend the Services Agreement for provision of the Veterans' Medicines Advice and Therapeutics Education Service (Veterans' MATES), which is due to expire on 30 June 2013, for two additional years.

Under the provisions of the Agreement – Schedule Part B(2) – the Department of Veterans' Affairs (DVA) has the option to extend the term of the contract by giving notice in writing. I am therefore exercising this option on behalf of DVA, to extend the current agreement to 30 June 2015. Staff from my Branch will shortly be contacting you regarding preparation of a Deed of Variation to the current Services Agreement for this extension and to incorporate amendments for continuation of these arrangements.

Thank you and your team for the continued excellent work on the Veterans' MATES program to date. The Veterans' MATES program is widely known as an exciting, innovative program for the veteran community and I look forward to working with you over the coming years.

Yours sincerely

s 47F

Letitia Hope
Assistant Secretary
Primary Health Care Branch
20 February 2013



Australian Government
Department of Veterans' Affairs

MINUTE
ACT Office

File/Trim Reference:

Kym **s 47F** 28/2/12
A/g National Manager
Primary Care Policy Group

SUBJECT: Letter of Variation – Veterans' Medicines Advice and Therapeutics Education Services (Veterans' MATES)

Purpose

To seek your agreement to a change to the Services Agreement with the University of South Australia (UniSA) for delivery of the Veterans' MATES program.

Background

A Services Agreement, dated 6 July 2010, was entered into between the Commonwealth of Australia, as represented by the Department of Veterans' Affairs (DVA), the Repatriation Commission and the Military Rehabilitation and Compensation Commission, and the UniSA for provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES).

Part I 13 (c) requires operational management meetings to be arranged at least bi-monthly. These meetings are undertaken by teleconference and cover day-to-day arrangements for the delivery of program services. DVA is proposing a change to these meetings being arranged on a monthly basis. I have recently discussed this proposal with **s 47F**

, the Contractor's representative at UniSA, and it was agreed that the program arrangements and communication between DVA and UniSA are well established and it is no longer necessary to arrange bi-monthly operational management meetings. It was also agreed that the proposed change to monthly meetings would not impact the operational management of the program. The attached letter seeking the University's agreement to the change has been cleared by the DVA Contract Advisory Unit.

Recommendation

That you sign the attached letter to the UniSA seeking agreement to the changed arrangements for Veterans' MATES operational management meetings.

s 47F

Will **s 47F**

Director

Pharmacy and Health Technology Policy

23 February 2012



Australian Government
Department of Veterans' Affairs

ACT OFFICE

s 47F

Quality Use of Medicines and Pharmacy Research Centre
Sansom Institute
University of South Australia
GPO Box 2471
ADELAIDE SA 5001

Dear **s 47F**

I refer to the requirements for operational management meetings included in the Services Agreement dated 6 July 2010 with the University of South Australia for the provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES).

Further to your recent discussion with Mr Will **s 47F** the Department of Veterans' Affairs (DVA) is proposing a change whereby the operational management meetings will, in future, be arranged on a monthly basis instead of bi-monthly. This proposal reflects the maturity of the management arrangements for the Veterans' MATES program and supports the well established communication between the University and DVA.

I would appreciate if you would confirm your agreement to this proposed change in writing. Should you have any queries regarding this proposal, please contact Mr **s 47F** on **s 47F**

Yours sincerely

s 47F

Kym **s 47F**
A/g National Manager
Primary Care Policy

28 February 2012



Australian Government
Department of Veterans' Affairs

MINUTE
ACT Office

File/Trim Reference:

Kym **s 47F**

A/g National Manager
Primary Care Policy Group

6-8/7/11

**SUBJECT: Deed of Variation – Veterans' Medicines Advice and Therapeutics
Education Services (Veterans' MATES)**

Purpose

To seek your agreement to a Variation to the Services Agreement with the University of South Australia (UniSA) for delivery of the Veterans' MATES program.

Background

A Services Agreement, dated 6 July 2010, was entered into between the Commonwealth of Australia, as represented by the Department of Veterans' Affairs (DVA), the Repatriation Commission and the Military Rehabilitation and Compensation Commission, and the UniSA for provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES).

DVA have initiated a Variation to the Agreement to cover personnel changes in the University and DVA and to also include a schedule of payments. The UniSA has reviewed the draft deed, suggesting changes. The attached letter and Deed of Variation incorporating UniSA changes have been cleared by the DVA Contract Advisory Unit.

Recommendation

That you sign the attached letter to offer the UniSA the Deed of Variation.

s 47F

Will **s 47F**

Director

Pharmacy and Health Technology Policy

7 July 2011



Australian Government
Department of Veterans' Affairs

ACT OFFICE

s 47F

Quality Use of Medicines and Pharmacy Research Centre
University of South Australia
GPO Box 2471
ADELAIDE SA 5001

Dear s 47F

I am writing to you in relation to the Deed of Variation to the Services Agreement for the provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) program.

For your records, please find attached two copies of a signed Deed of Variation to the Services Agreement.

I look forward to continuing working with you on the Veterans' MATES program.

Yours sincerely

s 47F

Will s 47F
Director
Pharmacy and Health Technology

17 August 2011

DEED OF VARIATION

Introduction

Pursuant to clause 31.1 of the Deed of Agreement between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the University of South Australia, dated 6 July 2010 for the provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES), the parties agree to the following amendments with effect from 1 April 2011.

Amendments

1 At Schedule Part D: Contractor's representative

delete:

Contractor's representative	s 47F
Position	s 47F Quality Use of Medicines and Pharmacy Research Centre
Postal address	GPO Box 2471, Adelaide SA 5001
Business hours telephone number	s 47F
Fax number	s 47F
E-mail address	s 47F

and replace with:

Contractor's representative	s 47F
Position	s 47F , Quality Use of Medicines and Pharmacy Research Centre
Postal address	GPO Box 2471, Adelaide SA 5001
Business hours telephone number	s 47F
Fax number	s 47F
E-mail address	s 47F

2 At Schedule Part E: Specified personnel of contractor

delete:

Full legal name of person	s 47F
Nature of work to be performed under this agreement	s 47F Key responsibility for project direction and strategic development
Telephone number	s 47F
E-mail address	s 47F

and replace with:

Full legal name of person	s 47F
Nature of work to be performed under this agreement	s 47F Key responsibility for project direction and strategic development
Telephone number	s 47F
E-mail address	s 47F

delete previous reference to s 47F

and replace with;

Full legal name of person	s 47F
Nature of work to be performed under this agreement	s 47F Key responsibility for project management and innovative research
Telephone number	s 47F
E-mail address	s 47F

3 At Schedule Part H: DVA Contract Manager

delete:

Contract Manager	Ms Mimi s 47F
Position	Assistant Director, Pharmacy, e-Health & Technology Policy
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	GPO Box 9998, Canberra ACT 2600
Telephone number (business hours)	(s 47F
Fax number	(02) 6289 6521
E-mail address	s 47F @dva.gov.au

and replace with:

Contract Manager	Ms Francene s 47F
Position	Assistant Director, Pharmacy and Health Technology Policy
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	GPO Box 9998, Canberra ACT 2601
Telephone number (business hours)	s 47F
Fax number	(02) 6289 6521
E-mail address	s 47F @dva.gov.au

4 At Schedule Part L Payments

after the table, insert:

- (1) The contractor will invoice DVA on a quarterly basis for quarterly instalments of fixed costs.
- (2) The contractor will invoice DVA on a quarterly basis for payment for variable costs incurred.

renumber existing points as follows:

- (1) to (3); (2) to (4); (3) to (5) and (4) to (6).

Interpretation

To the extent applicable, the terms and conditions of the Services Agreement, including defined terms, apply to this Deed of Variation.

THIS DOCUMENT IS EXECUTED AS A DEED.

Signed for and on behalf of:

University of South Australia
by:

s 47F

s 47F

Signature and date:

01/08/2011

Witnessed by:

s 47F

Signature and date:

01/08/2011

Signed, Sealed and Delivered for and on behalf of:

The Commonwealth of Australia, the
Repatriation Commission and the Military
Rehabilitation and Compensation
Commission

by:

Kym s 47F

A/g National Manager
Primary Care Policy

s 47F

Signature and date:

19/8/11

Witnessed by:

Will s 47F

s 47F

Signature and date

19/8/11



Australian Government
Department of Veterans' Affairs

MINUTE
ACT Office

File/Trim Reference: 050104

National Manager, Primary Care Policy

Through: A/g Director, Pharmacy, e-Health & Technology Policy **s 47F**

16/4/10

**SUBJECT: Deed of Variation – Veterans' Medicines Advice and Therapeutics
Education Services (Veterans' MATES)**

Purpose

To request you sign two copies of the Deed of Variation to the Services Agreement with the University of South Australia (UniSA) for delivery of the Veterans' MATES program.

Background

On 2 March 2010, you wrote to the UniSA regarding the attached Deed of Variation. The UniSA's Vice Chancellor has signed both copies and returned for you to sign and execute.

Recommendation

That you sign the attached Deed of Variation to the Services Agreement with the UniSA. Please return 1 signed copy to me for filing and send 1 signed copy to the UniSA. A cover letter to the Deed of Variation has been created for you to return to the UniSA.

s 47F

Mimi **s 47F**

Assistant Director
Pharmacy, e-Health & Technology Policy

16 April 2010

DEED OF VARIATION to SERVICES AGREEMENT

THIS DEED is made on the _____ day of _____ 2010

BETWEEN: **Commonwealth** as represented by the **Department of Veterans' Affairs** and the **Repatriation Commission** ABN 23 964 290 824 and having its principle place of business at 13 Keltie Street, Phillip ACT 2606
(DVA)

AND: **University of South Australia** ABN 37 191 313 308, a body corporate established under the *University of South Australia Act 1990* (SA), as amended, of North Terrace, Adelaide SA 5000
(Contractor)

Recitals

- A. On 9 June 2004 the **Commonwealth of Australia** as represented by the **Department of Veterans' Affairs** and the **Repatriation Commission**, and the **University of South Australia** entered into a Services Agreement for the provision of a Prescriber Intervention and Feedback Program.
- B. The Services Agreement has, on a number of occasions, subsequently been amended by Deed of Variation dated 03 November 2004, 5 September 2005, 31 May 2006, 30 March 2007, 07 June 2007 and February 2009.
- C. Pursuant to clause 17 of the Services Agreement, the Parties wish to further amend the Services Agreement in accordance with the following.

Amendments

- 1 Replace Part E(a) (18) [Payment schedule] with the following:

(18)[Payment schedule] Payments will be made in accordance with the following schedule:

	Planned Date	Milestone Deliverables	Percentage Due	Amount \$
PROGRAM ESTABLISHMENT COSTS				
1	10 Jun 04	Contract Execution (SOW Activity 1)	100%	s 47
CORE PROGRAM FIXED COSTS				
2	10 June 04	Contract Execution (SOW Activity 1)	25% Year 1	s 47

3	10 Sep 04	<p>Project Establishment phase complete:</p> <ul style="list-style-type: none"> • Subcontractor relationships established through letter of intent (SOW 7) • Relationship with data supplier established (SOW 4) • Office (excluding Data Management Centre) operational • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Transition Plan submitted • Quality Plan submitted • Intellectual Property Plan submitted • Risk Assessment and Risk Management Report submitted (SOW 11) • Module 1 development commences (SOW 9) 	25% Year 1	s 47
4	10 Dec 04	<ul style="list-style-type: none"> • Data Management Centre established ready for audit (SOW 16) • Annual Module Plan – Year 1 submitted • Module 1 ready for distribution • Module 2 development commences (SOW 19) • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 1	s 47
5	10 Mar 05	<ul style="list-style-type: none"> • Annual Module Plan – Year 1 submitted (SOW 24) • Module 1 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 2 ready for distribution (SOW 23) • Module 3 development commences (SOW 25) • Interim Program Progress Report submitted • Business Cases, as agreed submitted (SOW 26) 	25% Year 1	s 47

6	10 Jun 05	<ul style="list-style-type: none"> Module 2 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 3 ready for distribution (SOW 27) Module 4 development commences Interim Program Progress Report submitted (SOW 29) Financial Report submitted Annual Module Plan – Year 2 submitted 	25% Year 2	As per year 2 approved project plan
7	10 Sep 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 3 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 4 ready for distribution Module 5 development commences Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
8	10 Dec 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 4 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 5 ready for distribution Module 6 development commences Module 7 development commences Interim Program Progress Report submitted Financial Report submitted 	25% Year 2	As per year 2 approved project plan
9	10 Mar 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 5 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete Module 6 ready for distribution Module 7 ready for distribution Module 8 development commences Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan

10	10 Jun 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 6 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 ready for distribution • Module 9 development commences • Annual Module Plan – Year 3 submitted • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
11	10 Sep 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 7 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 9 ready for distribution • Module 10 development commences • Interim Program Progress Report submitted 	25% Year 3	As per year 3 approved project plan
12	10 Dec 06	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 9 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 10 ready for distribution • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan

13	10 Mar 07	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 10 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Interim Program Progress Report submitted • Module 11 ready for distribution • Module 12 development continues • Module 13 development commences 	25% Year 3	As per year 3 approved project plan
14	10 Jun 07	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 11 delivered <ul style="list-style-type: none"> - disseminated to LMO's, Pharmacists and Veterans • Module 12 ready for distribution • Module 13 development continues • Module 14 development commences • Module 8 Post Intervention Report • Module 10 Intervention Activity Report • Module 14 Pre Intervention (Module Plan Report submitted) • Interim Program Progress Report submitted • Financial Report submitted • DUE Report Submitted • Health Outcomes Report submitted 	25% Year 4	s 47
15	10 Sep 07	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 12 Delivered <ul style="list-style-type: none"> - disseminated to LMO's , Pharmacists and Veterans • Module 13 ready for distribution • Module 14 development continues • Module 15 development commences • Module 9 Post Intervention Report submitted • Module 11 Intervention Activity Report submitted • Module 15 Pre Intervention (Module Plan)Report submitted • Interim Program Progress Report submitted • DUE Report Submitted 	25% Year 4	s 47

16	10 Dec 07	<ul style="list-style-type: none"> • SOW Activities-Periodic and agreed • Module 13 delivered - disseminated to LMO's, Pharmacists and Veterans • Module 14 ready for distribution • Module 15 Development continues • Module 16 Development commences • Module 10 Post Intervention Activity Report submitted • Module 12 Intervention Activity Report submitted • Module 16 Pre Intervention (Module Plan)submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report Submitted • Health Outcome Report submitted 	25% Year 4	s 47
17	10 Mar 08	<ul style="list-style-type: none"> • SOW Activities-Periodic and agreed • Module 14 delivered - disseminated to LMO's, Pharmacists and veterans • Module 15 ready for distribution • Module 16 development continues • Module 17 development commences • Module 11 Post Intervention Report submitted • Module 13 Intervention Activity Report submitted • Module 17 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • DUE Report Submitted 	25% Year 4	s 47
18	10 Jun 08	<ul style="list-style-type: none"> • SOW Activities-Periodic and agreed • Module 15 delivered - to LMO's, Pharmacies and Veterans • Module 16 ready for distribution • Module 17 development continues • Module 18 development commences • Module 12 Post Intervention Report submitted • Module 14 Intervention Activity Report submitted • Module 18 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted. • Financial Report submitted. • DUE Report submitted. • Health Outcome Report submitted. • Annual Evaluation Plan and Report Year 5 submitted. 	25% Year 5	As per year 5 approved project plan

19	10 Sep 08	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 16 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 17 ready for distribution • Module 18 development continues • Module 19 development commences • Module 19 Pre Intervention Report submitted • Module 13 Post Intervention Report submitted • Module 15 Intervention Activity Report submitted. • Interim Program Progress Report submitted. • DUE Report submitted 	25% Year 5	As per year 5 approved project plan
20	10 Dec 08	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 17 delivered - disseminated LMO's, Pharmacies and Veterans • Module 18 ready for distribution • Module 19 development continues • Module 20 development commences • Module 20 Pre Intervention Report submitted. • Module 14 Post Intervention Report submitted. • Module 16 Intervention Activity Report submitted. • Interim Program Progress Report submitted. • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted. 	25% Year 5	As per year 5 approved project plan
21	10 Mar 09	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 18 delivered - disseminated to LMO's, Pharmacies and Veterans Module 19 ready for distribution Module 20 development continues Module 21 development commences • Module 21 Pre Intervention Report submitted • Module 15 Post Intervention Report submitted • Module 17 Intervention Activity Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 5	As per year 5 approved project plan

22	10 Jun 09	<p>SOW Activities - Periodic and agreed</p> <ul style="list-style-type: none"> • Module 19 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 20 ready for distribution • Module 21 development continues • Module 22 development commences • Module 22 Pre Intervention Report submitted. • Module 16 Post Intervention Report submitted • Module 18 Intervention Activity Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report Submitted • Health Outcome Report submitted • Annual Evaluation Plan Year 6 submitted 	25% Year 6	As per Year 6 approved project plan
23	10 Sep 09	<p>SOW Activities- Periodic and agreed</p> <ul style="list-style-type: none"> • Module 20 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 21 ready for distribution • Module 22 development continues • Module 17 Post Intervention Report submitted • Module 19 Intervention Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 6	As per Year 6 approved project plan
24	10 Dec 09	<p>SOW Activities-Periodic and agreed</p> <ul style="list-style-type: none"> • Module 21 delivered - disseminated to LMO's, Pharmacies and Veterans • Module 22 ready for distribution • Module 18 Post Intervention Report submitted • Module 20 Intervention Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted • Module 23 development commences • Module 23 Pre Intervention Report submitted. 	25% Year 6	As per Year 6 approved project plan

25	10 Mar 10	SOW Activities-Periodic and agreed <ul style="list-style-type: none"> Module 22 delivered - disseminated to LMO's, Pharmacies and Veterans Module 19 Post Intervention Report Module 21 Intervention Activity Report submitted Interim Program Progress Report submitted DUE Report submitted Module 23 development continues 	25% Year 6	As per Year 6 approved project plan
26	10 May 10	<ul style="list-style-type: none"> Draft Final Report submitted (10 May 10) Module 23 ready for distribution 	Nil	As per Year 6 approved project plan
27	10 Jun 10	<ul style="list-style-type: none"> Module 20 Post Intervention Activity Report Module 22 Intervention Activity Report submitted Financial Report submitted (10 Jun 10) Final Report submitted (10 Aug 10) 	Nil	As per Year 6 approved project plan

CORE PROGRAM VARIABLE COSTS

28	Quarterly	Invoiced quarterly in arrears	100% of invoice	As per agreed invoice
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INNOVATIVE PROJECTS

PhD Students

29	Quarterly	Invoiced each quarter commencing in the quarter the student is selected	25% of annual amount in advance	s 47 per student
30	Final Payment	If the Contract terminates prior to completion of the PhD	To the end of the then program year	As per agreed invoice

Approved Innovative Projects

31		As stated in the approved work order.		As per agreed invoice
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PROJECT COMPLETION

32	Final Payment	Final report including financials Handover of project materials	100%	As per agreed invoice
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Interpretation

The Parties agree that, subject to the amendments made in the Deeds of Variation referred to in Recital B and as specifically stated in this Deed, all other terms and conditions of the Services Agreement shall remain in full force and effect.

These changes shall apply with effect from the date of signature by DVA.

EXECUTION

THIS DOCUMENT is executed as a deed by the Parties

Signed for and on behalf of:

The Commonwealth of Australia
as represented by the
Department of Veterans' Affairs
and the
Repatriation Commission
by:

Judy **s 47F**
National Manager
Primary Care Policy Group

Signature and date:

s 47F 19/4/10

Witnessed by:

Signature and date

Michael **s 47F**
s 47F 19/4/2010

Signed for and on behalf of:
University of South Australia
by:

s 47F

University of South Australia

Signature and date:

s 47F 06/04/2010

Witnessed by:

Signature and date:

s 47F 26/04/2010



Australian Government
Department of Veterans' Affairs

MINUTE
ACT Office

s 47F

File/Trim Reference:

National Manager
Primary Care Policy

7/6/10

Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES)
Deed of Agreement

Purpose

To provide you with three copies of the final Deed of Agreement between DVA and the University of South Australia (UniSA) for the provision of the Veterans' MATES program for your signature.

Background

The final copies of the Deed of Agreement have been signed by the UniSA's Vice Chancellor and witnessed. These copies are attached for your signature. A witness is also required.

The copies signed by both parties will be provided to the UniSA's lawyers, UniSA and DVA.

Recommendation

That you sign the attached three copies of the Deed of Agreement.

s 47F

Will **s 47F**

A/g Director
Pharmacy, e-Health and Technology

6 July 2010



Australian Government
Department of Veterans' Affairs

ACT OFFICE

s 47F

Quality Use of Medicines and Pharmacy Research Centre
University of South Australia
GPO Box 2471
Adelaide SA 5001

Dear **s 47F**

I am writing to you in relation to the Deed of Agreement for the provision of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) program.

For your records, please find attached 2 copies of a signed Deed of Agreement.

I look forward to continuing working with you on the Veterans' MATES program.

Yours sincerely

s 47F

Will **s 47F**
A/g Director
Pharmacy, e-Health and Technology

6 July 2010



S 47

S 47



Australian Government
Department of Veterans' Affairs

FMA Regulation 10 Authorisation

1A. Brief description of, and reason for, the spending proposal

To fund the continuation of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) program under new contract arrangements.

1B. Date by which authorisation is required and reason

Authorisation required by the expiry of the current Veterans' MATES contract on 9 June 2010.

2. Name of the relevant programme and outcome

Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES)

Outcome 2

3. Relevant appropriation authority (for example, administered or departmental and relevant Bill or Act)

Administered

4. Does the spending proposal relate to:

- ☐ A new activity not included in the forecasts
☒ An existing activity included in the forecasts

5. Cost of spending proposal (including GST but excluding contingent liabilities and indexation)

2009-10 (\$'000)	2010-11 (\$'000)	2011-12 (\$'000)	2012-13 (\$'000)	2013-14 (\$'000)	2014-15 (\$'000)	Total (\$'000)
	s 47					

6. Details of any indexation arrangements

The average year to year increase is 5.2 per cent.

7. Total estimated cost of spending proposal (including GST and estimated indexation but excluding contingent liabilities).

s 47

8. Does the spending proposal contain any contingent liabilities?

☒ Yes ☐ No

If 'Yes' enter description of contingent liabilities here

Has a risk management plan been established?

☒ Yes ☐ No

Is the most probable expenditure that could arise under the contingent liability material?

☒ Yes ☐ No


Is the chance of the contingency occurring remote?

☒ Yes ☐ No

Does the contingent liability comply with the *Guidelines for Issuing and Managing Indemnities, Guarantees, Warranties and Letters of Comfort?*

☒ Yes ☐ No

In accordance with FMA Regulation 10, I authorise the proposal to expend public money as described above.

Name	Position	Signature	Date
Judy s 47F	National Manager SES Band	 s 47F	27.6.18

FMA Act Reg 9 Approval

This document, once completed and signed, is evidence of compliance with Financial Management and Accountability Act Regulation 9 which states the approver is satisfied, after making such inquiries as are reasonable, that the proposed expenditure is in accordance with the policies of the Commonwealth and will make efficient and effective use of the public money.

This Form is suitable only for Departmental Expenditure

REQUEST FOR APPROVAL FOR A PROPOSAL TO SPEND PUBLIC MONEY

FMA Act Reg 9 'Approver' delegate:

Judy Daniel, National Manager, Primary Care Policy

Description	This submission seeks your approval for a proposal to spend public money for the continuation of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) program under new contract arrangements.
Background (if applicable)	In July 2009, the Commissions agreed on new contract arrangements with the University of South Australia to continue the delivery of the Veterans' MATES program.
Estimated Expenditure	The cost is estimated at s 47 including GST over 3 years.
Proposed Procurement Method	Direct Sourcing, in line with the Commonwealth Procurement Guidelines (CPG). Whilst the CPGs state that a contract should not be sole-sourced if it is costed to an amount over s 47 there are situations where direct sourcing is acceptable (<i>CPG 8.4a</i>). Continuing services with the University of South Australia would meet the requirements of efficiency, effectiveness and ethical use of the Commonwealth resources (<i>Procurement Principle 6, Division 1</i>), as this would be a continuation of an existing service and no other provider could be expected to supply the Veterans' MATES program to the same level.
Timing (estimated)	Authorisation required by the expiry of the current Veterans' MATES contract on 9 June 2010.
Recommendation	It is recommended that, in accordance with Financial Management and Accountability Act Regulation 9, you approve the proposal to expend public money described above.
Signature of person making recommendation	s 47F
Approval	In accordance with Financial Management and Accountability Act Regulation 9, I approve the proposal to expend public money described above. s 47F
Signature of FMAR 9 approver delegate	s 47F 27/6/10



Australian Government
Department of Veterans' Affairs

Businessline

File/Trim Reference: 0919428

Executive General Manager
General Managers
Deputy Commissioners
National Managers
Director, Office of Australian War Graves
Principal Member VRB
Registrar RMA

cc: Secretary
Deputy President
DVA Finance Managers

SUBJECT: FMA REGULATION 10 – REVISED DVA PROCESS

Purpose

The purpose of this Businessline is to advise you of a revised process for obtaining authorisation under FMA Regulation 10 for future year spending proposals. This Businessline replaces Businessline 042592 issued on 25 February 2008.

Background

The purpose of FMA Regulation 10 is to enable the Government to manage the extent to which agencies enter into commitments to spend public money that has not yet been appropriated to them. Such commitments effectively “lock-in” future budgets.

A key control mechanism is that FMA Regulation 10 delegates cannot authorise expenditure unless there is sufficient uncommitted appropriation and uncommitted forward estimates available to support the maximum amount that would or could become payable under the future year spending proposal. This is discussed below.

When does FMA Regulation 10 apply?

At its simplest level, FMA Regulation 10 authorisation is generally required for spending proposals where payments go beyond the current financial year for departmental (V1) and annual administered (V2) appropriations. For example, entering into a 4 year property lease, engaging an IT contractor for 3 years, or entering into a 2 year contract for the maintenance of war graves will require FMA Regulation 10 authorisation.

FMA Regulation 10 does not apply to future spending proposals under the *Veterans' Entitlements Act 1986* (VEA), the *Safety Rehabilitation & Compensation Act 1988* (SRCA) and the *Military Rehabilitation Compensation Act 2004* (MRCA) which are covered by unlimited special appropriations and their own delegations.

When should approval be sought?

If required, FMA Regulation 10 authorisation must be obtained before a future spending proposal is approved under FMA Regulation 9 and a contract is signed under FMA Regulation 13. This should be well before contract signing and once a reasonable estimate of the level of expenditure can be determined.

The attached template has been developed to facilitate the process for FMA Regulation 10 authorisation. The template should be processed as follows:

- the procuring area prepares the template and emails it to Resources Group via the mailbox at reg10@dva.gov.au. This should be done at the outset of negotiations and once a reliable estimate can be determined. The amounts to be spent in each of the financial years will need to be estimates at this point as negotiations have not been finalised;
- if Resources Group advises that there is sufficient uncommitted appropriation and uncommitted forward estimates available then the procuring area may send the template to the relevant FMA Regulation 10 delegate for authorisation;
- the procuring area is to provide a copy of the approved FMA Regulation 10 authorisation to Resources Group for record keeping; and
- if the final contract amounts exceed original estimates then a revised FMA Regulation 10 proposal should be processed as above.

Who may approve?

Pursuant to FMA Regulation 10, a future spending proposal requires the Finance Minister's authorisation. The Finance Minister has delegated limited powers under FMA Regulation 10 to the Secretary, including departmental expenditure not extending beyond 22 years and annual administered expenditure not extending beyond 10 years. The Secretary has delegated those powers to officials equivalent to SES Band 1 level and above.

Delegates must:

- seek advice from Resources Group on whether there is sufficient uncommitted appropriation and uncommitted forward estimates available to support the maximum amount that would or could become payable under the future spending proposal; and
- obtain the agreement of the Minister for Veterans' Affairs for future spending proposals that extend beyond the forward estimates (exemptions may apply which Resources Group will advise).

Further information is provided in CEI 5.1 Procurement and Expenditure of Public Money at http://sharepoint/money/rules/finance_policies/Pages/ChiefExecutiveInstructions.aspx.

The contact officer in this matter is Phil s 47F Financial Reporting and Policy Section, Resources Group, telephone s 47F

Graeme s 47F
Chief Finance Officer

9 April 2010

Decision to Use Direct Sourcing:

(for covered procurements, para 8.34 of the Commonwealth Procurement Guidelines refers):

Procurement Title:

The Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) program new contract arrangements.

Procurement Value:

The cost is estimated at \$ 47 , including GST over 3 years.

Procurement Description:

Direct Sourcing, in line with the Commonwealth Procurement Guidelines (CPG).

Procurement Methods Considered:

Direct Sourcing, Open Tender and Select Tender

Factors Considered in Decision to Direct Source:

Value for money was a major consideration when deciding whether to direct source or open tender. If the Department conducts a tendering process for the continuation of the Veterans' MATES program, it is unlikely to result in a change of supplier. This is because the Department would lose the invested program establishment costs that were incurred with the University of South Australia, as well as incur any program establishment costs proposed by the new supplier. Further, there is a risk with the continuity and standard of services provided while a new supplier transitioned into the program.

Reasons for Decision to Direct Source:

Value for money was the core principle underpinning the procurement and contracting of the Veterans' MATES program.

Continuing services with the University of South Australia meets the requirements of efficiency, effectiveness and ethical use of the Commonwealth resources (Procurement Principle 6, Division 1), as this would be a continuation of an existing service and no other provider could be expected to supply the Veterans' MATES program to the same level.

Signed:

Name:

Will **S 47F**

Position:

Asst Director Pharmacy, e-Health & Technology Policy

Date:

25 / 6 / 10

PROCUREMENT PLAN:

Procurement Name: Veterans' MATES program

1. Define the outcome and specifications:

Direct sourcing for the delivery of the Veterans' Medicines Advice and Therapeutic Education Service (Veterans' MATES) program under new contract arrangements.

2. Research the market:

Due to the developmental work put in by DVA and the University of South Australia (UniSA) including existing infrastructure, relationships, community knowledge and trust, no other provider could be expected to supply the Veterans' MATES program to the same level as currently being provided.

3. Identify risks:

The University of South Australia decides not to proceed. The risk is unlikely as the UniSA is committed to the longer term delivery.

4. Develop preliminary time-lines:

The current contract expires on 9 June 2010. New contract to be signed by the end of current contract date. If not achievable, a Deed of Variation of current contract will cover the continuation of the program until the new contract has been signed by both parties.

5. Address relevant internal DVA issues: (e.g. related contracts, intellectual property issues, relevant statistics, etc.)

No issues identified.

6. Consider whole-of-government arrangements:

The Veterans' MATES program has been considered a successful program for the veteran community that can be expanded to benefit the wider Australian community. The Department of Health & Ageing 2010/11 Budget proposal for post-market surveillance of the Pharmaceutical Benefits Scheme is a project that will be introduced for the wider Australian community. DVA will offer assistance to DoHA based on experience with the Veterans' MATES program.

Procurement Plan Approval:

Name: W. H. H.

s 47F

Position: A/g Director

Signature: _____

s 47F

26/6/10

The Procurement Plan:

While all procurements require some planning, the degree of planning is dependent on the complexity and size of the procurement. Simple procurements do not generally require detailed planning; whereas, by virtue of their size, covered procurements will generally require a more detailed planning process.

A planning process can assist you in deciding whether a procurement is feasible and should be undertaken; thereby allowing for the development of a business case.

This document outlines various issues you should consider when planning a covered procurement that will achieve value for money; and how this should culminate in the development of a business case.

1. Defining the Outcome and Specifications:

The development of a clear and precise description of the outcome is an important first step in every procurement. By defining the outcome, you will be describing what need is to be satisfied and how it is to be satisfied.

This description will then allow you to describe the property or service required, quantities required and how the property or service is to be delivered.

Developing specifications for the procurement of property or services is sometimes a complex activity requiring expertise. You should involve the users of the property or services in defining the requirements together with appropriate project officials and technical officials.

Any specifications must be in terms of the performance and functional requirements, rather than design or descriptive characteristics.

2. Researching the Market:

Researching the market assists the procurement official to understand how the market works, competition within the market, recent developments, supply issues and innovation opportunities. It should also reveal key potential suppliers and whether the market contains sufficient expertise to deliver the property or service in a form that accords with the prescribed outcome.

Market research can occur through a number of methods including contact with other Australian Government agencies via formal networks, such as the Procurement Discussion Forum, or via informal networks.

Your level of confidence in being able to successfully procure within a reasonable time to a reasonable cost and standard will depend on several factors such as:

- the maturity of the market;
 - a new industry may be largely comprised of suppliers, which do not have a long record of on-time delivery.
- the size of the market;
 - a very small market of suppliers may not be able to guarantee a competitive procurement environment; and
- the availability of alternative products and services.

At the end of this process, you should have a good knowledge of the current market and use this information to determine the type of approach to the market that is most appropriate to the particular circumstances and identify risks associated with the procurement.

3. Risks:

Risk is the chance of something happening that will have an impact upon objectives and outcomes. Risk management involves the systematic identification, analysis, treatment and, where appropriate, acceptance of risks. Risk management is integral to efficiency and effectiveness, enabling you to proactively identify, evaluate and manage risks, opportunities and issues arising out of procurement-related activities.

Most procurements contain some sort of risk and, while risk cannot be eliminated, in most cases it can be managed. In the procurement context, there are risks associated with the procurement process itself and risks associated with the property or service once it has been procured.

Risks associated with the procurement process relate to events, issues or features of a property or service that could jeopardise the successful delivery of the procurement outcome.

More information about risk analysis and management is available on the intranet. Further assistance is also available from the Audit and Assurance Section in Business Integrity and Legal Services.

4. Time-Lines:

In developing the procurement time-line it is important to allow adequate time to undertake the various tasks necessary to perform the procurement. You will need to determine which tasks are dependent on, or interdependent of, others and if the tasks can be conducted concurrently. You will also need to consider the minimum and maximum timeframe available within which to conduct the procurement and the existence of any time constraints.

If possible, it is prudent to incorporate a time buffer in the time-line in order to cope with unforeseen delays or circumstances. Cyclical or seasonal considerations may also be relevant for some procurements. However if there is a strict deadline, it will be necessary to ensure that all steps of the procurement process can be conducted within that timeframe.

5. Internal DVA issues:

You should review the current legal, policy and operational arrangements that impact on the procurement. Accordingly, you will need to research all appropriate internal documents and material to ensure sufficient information is available to inform the procurement process and deliver the required outcome.

This research could include:

- identifying contracts which may be part of the property or service;
- identifying licences, intellectual property or other obligations which may be affected;
- providing statistics on property or service requirements.

6. Whole of Government Arrangements:

Various whole-of-government arrangements are in place which may have implications for your procurement depending on the type of products or services you require. The Contract Advisory Unit (CAU) can assist you with this research.

Justifications for Direct Sourcing:

Background:

Paragraph 8.34 of the Commonwealth Procurement Guidelines (CPGs) state:

In accordance with the general accountability requirements set out in these CPGs, for each contract awarded through direct sourcing, agencies must prepare and appropriately file within the agency's central filing system, a written report that includes:

- a. the value and kind of property or services procured; and*
- b. a statement indicating the circumstances and conditions that justify the use of a procedure other than an open or select tender process.*

This requirement applies to both covered (in general, valued at **s 47** or more) and non-covered procurements.

Choosing a Procurement Method:

a. Non-covered procurements:

For non-covered procurements, you have the option of Direct Sourcing or Open Tender.

Note: Direct Sourcing includes situations where you request quotes from one or more potential suppliers.

Value for Money is the core principle underpinning Australian Government procurement. Likewise, this should be the main criterion used to determine the most appropriate procurement method. You should also note that the CPGs specifically identify several other concepts that enhance value for money. These are:

- encouraging competition;
- promoting the efficient, effective and ethical use of resources; and
- making decisions in an accountable and transparent manner.

Because an open tender process will generally better serve each of these concepts, it should be generally regarded as the default procurement method. It is for this reason that any decision to choose a different method needs to be justified.

There is a cost associated with undertaking procurement. As already noted, for non-covered procurements, you should select the procurement method that represents best value for money - for example, through trying to ensure that the resources expended by DVA and potential suppliers are most appropriate to the desired outcome. In some cases an open tender will be appropriate, as the cost and complexity of such processes will be offset by the improved value achieved through competition. In other circumstances, an approach to a limited number of suppliers or to a single supplier may achieve the best overall value.

In deciding to use Direct Sourcing for a non-covered procurement, the following are relevant considerations;

- the value of the procurement;
- the cost of undertaking an open tender;

- your knowledge of the market for supply of the products or services you require;
- the degree of competition in the market.

If you decide to use Direct Sourcing, you must document that decision and include your justification for that decision (see quote from paragraph 8.34 above). A template suitable for this documentation is attached.

b. Covered procurements:

You must use an open tender process for all covered procurements, except when one of the exemptions listed in Appendix A of the CPGs apply. These exemptions are:

1. leasing or purchase of real property or accommodation (Note: the procurement of construction services is not exempt);
2. procurement of property or services by an agency from other Commonwealth, State, Territory or Local Government entities where no commercial market exists or where legislation or general government policy requires the use of a government provider (for example tied legal services);
3. purchases funded by international grants, loans or other assistance, where the provision of such assistance is subject to conditions inconsistent with this document;
4. purchases funded by grants and sponsorship payments;
5. procurement for the direct purpose of providing foreign assistance;
6. procurement of research and development services, but not the procurement of inputs to research and development undertaken by an agency;
7. the engagement of an expert or neutral person, including engaging counsel or barristers, for any current or anticipated litigation or dispute;
8. procurement of property or services (including construction) outside Australian territory, for consumption outside Australian territory;
9. acquisition of fiscal agency or depository services, liquidation and management services for regulated financial institutions, and sale and distribution services for government debt;
10. procurement of motor vehicles;
11. procurement, by the Australian Reward Investment Alliance (ARIA) or the Future Fund Management Agency, of investment management, investment advisory, or master custody and safekeeping services for the purposes of managing and investing the regulated superannuation assets under the trusteeship of ARIA or for the purpose of investing the assets of the Future Fund;
12. procurement of blood plasma products or plasma fractionation services;
13. procurement of government advertising services;
14. procurement of property or services by, or on behalf of, the Defence Intelligence Organisation, the Defence Signals Directorate, or the Defence Imagery and Geospatial Organisation;
15. contracts for labour hire but not to contracting with an intermediary (for example, a personnel firm) for the provision of an individual to supply labour (other than an

intermediary that is a firm which primarily exists to provide the services of only that individual); and

16. procurement of property or services from a business that primarily exists to provide the services of persons with a disability.

If you believe that any these exemptions may apply to your procurement, you must consult with the Contract Advisory Unit (CAU) for advice. If it is agreed that the procurement is exempt, your decision as to the most appropriate procurement method must be made on the same basis as set out above for non-covered procurements; i.e. the procurement method that represents best value for money.

As for non-covered procurements, if you decide to use Direct Sourcing, you must document that decision and include your justification for that decision (see quote from paragraph 8.34 above). A template suitable for this documentation is attached.



Australian Government
Department of Veterans' Affairs

Businessline

File/Trim Reference: 0919428

**Executive General Manager
General Managers
Deputy Commissioners
National Managers
Director, Office of Australian War Graves
Principal Member VRB
Registrar RMA**

**cc: Secretary
Deputy President
DVA Finance Managers**

SUBJECT: FMA REGULATION 10 – REVISED DVA PROCESS

Purpose

The purpose of this Businessline is to advise you of a revised process for obtaining authorisation under FMA Regulation 10 for future year spending proposals. This Businessline replaces Businessline 042592 issued on 25 February 2008.

Background

The purpose of FMA Regulation 10 is to enable the Government to manage the extent to which agencies enter into commitments to spend public money that has not yet been appropriated to them. Such commitments effectively “lock-in” future budgets.

A key control mechanism is that FMA Regulation 10 delegates cannot authorise expenditure unless there is sufficient uncommitted appropriation and uncommitted forward estimates available to support the maximum amount that would or could become payable under the future year spending proposal. This is discussed below.

When does FMA Regulation 10 apply?

At its simplest level, FMA Regulation 10 authorisation is generally required for spending proposals where payments go beyond the current financial year for departmental (V1) and annual administered (V2) appropriations. For example, entering into a 4 year property lease, engaging an IT contractor for 3 years, or entering into a 2 year contract for the maintenance of war graves will require FMA Regulation 10 authorisation.

FMA Regulation 10 does not apply to future spending proposals under the *Veterans' Entitlements Act 1986* (VEA), the *Safety Rehabilitation & Compensation Act 1988* (SRCA) and the *Military Rehabilitation Compensation Act 2004* (MRCA) which are covered by unlimited special appropriations and their own delegations.

When should approval be sought?

If required, FMA Regulation 10 authorisation must be obtained before a future spending proposal is approved under FMA Regulation 9 and a contract is signed under FMA Regulation 13. This should be well before contract signing and once a reasonable estimate of the level of expenditure can be determined.

The attached template has been developed to facilitate the process for FMA Regulation 10 authorisation. The template should be processed as follows:

- the procuring area prepares the template and emails it to Resources Group via the mailbox at reg10@dva.gov.au. This should be done at the outset of negotiations and once a reliable estimate can be determined. The amounts to be spent in each of the financial years will need to be estimates at this point as negotiations have not been finalised;
- if Resources Group advises that there is sufficient uncommitted appropriation and uncommitted forward estimates available then the procuring area may send the template to the relevant FMA Regulation 10 delegate for authorisation;
- the procuring area is to provide a copy of the approved FMA Regulation 10 authorisation to Resources Group for record keeping; and
- if the final contract amounts exceed original estimates then a revised FMA Regulation 10 proposal should be processed as above.

Who may approve?

Pursuant to FMA Regulation 10, a future spending proposal requires the Finance Minister's authorisation. The Finance Minister has delegated limited powers under FMA Regulation 10 to the Secretary, including departmental expenditure not extending beyond 22 years and annual administered expenditure not extending beyond 10 years. The Secretary has delegated those powers to officials equivalent to SES Band 1 level and above.

Delegates must:

- seek advice from Resources Group on whether there is sufficient uncommitted appropriation and uncommitted forward estimates available to support the maximum amount that would or could become payable under the future spending proposal; and
- obtain the agreement of the Minister for Veterans' Affairs for future spending proposals that extend beyond the forward estimates (exemptions may apply which Resources Group will advise).

Further information is provided in CEI 5.1 Procurement and Expenditure of Public Money at http://sharepoint/money/rules/finance_policies/Pages/ChiefExecutiveInstructions.aspx.

The contact officer in this matter is Phil s 47F Financial Reporting and Policy Section, Resources Group, telephone s 47F.

Graeme s 47F
Chief Finance Officer

9 April 2010



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NATIONAL HEALTH ACT 1953 - SECT 88

Prescribing of pharmaceutical benefits

(1) Subject to this Part, a medical practitioner is [authorized](#) to write a prescription for the supply of a [pharmaceutical benefit](#).

(1AA) When writing a prescription under subsection (1) for the supply of a [pharmaceutical benefit](#) that has a [pharmaceutical item](#), the medical practitioner, in identifying the [pharmaceutical benefit](#) that he or she is directing to be supplied, need not specify:

- (a) a [listed brand](#) of the [pharmaceutical item](#) in the [pharmaceutical benefit](#); or
- (b) the manner of administration of the [pharmaceutical item](#) in the [pharmaceutical benefit](#).

(1A) Subject to this Part, a [participating dental practitioner](#) is [authorized](#) to write a prescription for the supply of any [pharmaceutical benefit](#) determined from time to time by the Minister, for the purposes of this subsection, by legislative instrument.

(1B) When writing a prescription under subsection (1A) for the supply of a [pharmaceutical benefit](#) that has a [pharmaceutical item](#), the [participating dental practitioner](#), in identifying the [pharmaceutical benefit](#) that he or she is directing to be supplied, need not specify:

- (a) a [listed brand](#) of the [pharmaceutical item](#) in the [pharmaceutical benefit](#); or
- (b) the manner of administration of the [pharmaceutical item](#) in the [pharmaceutical benefit](#).

(1C) Subject to this Part, an [authorised optometrist](#) is [authorised](#) to write a prescription on or after 1 January 2008 for the supply of any [pharmaceutical benefit](#) determined from time to time by the Minister for the purposes of this subsection, by legislative instrument.

(1D) When writing a prescription under subsection (1C) for the supply of a [pharmaceutical benefit](#) that has a [pharmaceutical item](#), the [authorised optometrist](#), in identifying the [pharmaceutical benefit](#) that he or she is directing to be supplied, need not specify:

- (a) a [listed brand](#) of the [pharmaceutical item](#) in the [pharmaceutical benefit](#); or
- (b) the manner of administration of the [pharmaceutical item](#) in the [pharmaceutical benefit](#).

(2) A [PBS prescriber](#) shall not, by writing a prescription or otherwise, authorize the supply of a [pharmaceutical benefit](#), being a narcotic drug, for the purpose of the administration of that benefit to himself or herself.

(3) A prescription for the supply of a [pharmaceutical benefit](#) must not be written:

(a) by a medical practitioner otherwise than in relation to the medical treatment of a person requiring that [pharmaceutical benefit](#); or

(b) by a [participating dental practitioner](#) otherwise than in relation to the dental treatment of a person requiring that [pharmaceutical benefit](#); or

(c) by an [authorised optometrist](#) otherwise than in relation to the optometrical treatment of a person requiring that [pharmaceutical benefit](#).

(3A) A [PBS prescriber](#), when writing or communicating a prescription for the supply of a [pharmaceutical benefit](#) to a person, may:

(a) request the provision of a [medicare number](#) applicable to the person and of the expiry date in relation to that number; and

(b) if a [medicare number](#) (whether with or without the expiry date in relation to that number):

(i) is so provided as a number applicable to the person; or

(ii) is retained as such a number in the [PBS prescriber](#)'s records in accordance with section 88AA;

endorse the [medicare number](#) on a prescription written for that person (including, in the case of a [communicated prescription](#), a subsequent written version of that [communicated prescription](#)).

(3B) A [PBS prescriber](#) must not inform an [approved supplier](#) of a [medicare number](#), or a [medicare number](#) and an expiry date in relation to that number, in the circumstances described in subsection 86D(2), unless:

(a) the person in respect of whom the number was provided; or

(b) the legal guardian of that person; or

(c) another person identified in a determination made by the Minister under section 86D or 88AA as capable of authorising the recording and retention of such number or number and date;

authorises the [PBS prescriber](#) to inform the [approved supplier](#) of that number, or number and date.

(3C) Nothing in this section implies that a person is under any obligation:

(a) to provide a [medicare number](#), or a [medicare number](#) and the expiry date in relation to that number, to a [PBS prescriber](#); or

(b) to authorise such a [PBS prescriber](#) to inform an [approved supplier](#) of such a number, or number and date, in the circumstances described in subsection 86D(2).

(4) Where a determination of the Minister under subsection 85A(1) is applicable to a [PBS prescriber](#), the [PBS prescriber](#) shall not write a prescription for the supply of a [pharmaceutical benefit](#) except in accordance with that determination or any other determination that is applicable to him or her.

(5) Subject to subsection (6), a [PBS prescriber](#) is not [authorized](#), in a prescription for the supply of a [pharmaceutical benefit](#), to direct that:

(a) there be supplied on one occasion a quantity or number of units of:

(i) if the [pharmaceutical benefit](#) has a [pharmaceutical item](#)--the [pharmaceutical item](#); or

(ii) in any other case--the [pharmaceutical benefit](#);

in excess of the maximum quantity or number of units (if any) applicable under a determination of the Minister under subsection 85A(2); or

(b) the [pharmaceutical benefit](#) is to be administered in a manner other than the manner (if any) applicable under a determination of the Minister under subsection 85A(2).

(6) Where a medical practitioner may, in accordance with this Part, direct a repeated supply of a [pharmaceutical benefit](#), the medical practitioner may, in such circumstances and subject to such conditions as are prescribed, instead of directing a repeated supply, direct in the prescription the supply on one occasion of a quantity or number of units of the [pharmaceutical benefit](#) not exceeding the total quantity or number of units of:

(a) if the [pharmaceutical benefit](#) has a [pharmaceutical item](#)--the [pharmaceutical item](#);

or

(b) in any other case--the [pharmaceutical benefit](#);

not exceeding the total quantity or number of units that could be prescribed if the medical practitioner directed a repeated supply.

(7) Except in accordance with a determination of the Minister under subsection 85A(2), a [PBS prescriber](#) is not [authorized](#), in a prescription for the supply of a [pharmaceutical benefit](#), to direct that the supply of the [pharmaceutical benefit](#) be repeated on one or more occasions.

(8) If, in one prescription:

(a) the supply of a [pharmaceutical benefit](#) (the *first benefit*) and another [pharmaceutical benefit](#) (the *second benefit*) is directed; and

(b) the second benefit is:

(i) [Schedule equivalent](#) to the first benefit; or

(ii) if the first benefit is a [listed brand](#) of a [pharmaceutical item](#)--another [listed brand](#) of the [pharmaceutical item](#);

then the prescription is taken to direct the repeated supply of the first benefit.



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HEALTH INSURANCE ACT 1973 - SECT 3

Interpretation

(1) In this Act, unless the contrary intention appears:

"ABN" has the meaning given by section 41 of the *A New Tax System (Australian Business Number) Act 1999*.

"accredited dental practitioner" means a [dental practitioner](#) who is accredited by the Minister in writing for the purposes of this definition.

"accredited pathology laboratory" means premises in respect of which there is in force an [approval](#) under section 23DN.

"accredited podiatrist" means a [podiatrist](#) who is accredited by the Minister in writing under section 3AAA.

"approved accreditor" has the meaning given by paragraph 23DZZIAA(1)(b).

"approved billing agent" means a [person](#) or body in respect of whom an [approval](#) under section 20AB is in force.

"approved form" means a form approved by the Minister, by writing signed by him or her, for the purposes of the provision in which the expression occurs.

"approved pathology authority" means a [person](#) in respect of whom there is in force an undertaking given by the [person](#), and accepted by the Minister, under section 23DF.

"approved pathology practitioner" means a [person](#) in respect of whom there is in force an undertaking given by the [person](#), and accepted by the Minister, under section 23DC.

"Australia" includes the Territory of Cocos (Keeling) Islands and the Territory of Christmas Island.

"Australian Capital Territory Health Authority" means the [Australian Capital Territory Health Authority](#) established under the *Health Services Ordinance 1975* of the [Australian](#) Capital Territory.

"Australian resident" means a [person](#) who resides in [Australia](#) and who is:

(a) an [Australian](#) citizen; or

(b) a [person](#) who is, within the meaning of the *Migration Act 1958*, the holder of a permanent visa; or

(ba) a [person](#) who has been granted, or who is included in, a return endorsement or a resident return visa in force under the [Migration Act 1958](#); or

"general medical services table" , means the [table](#) prescribed under section 4.

"general practitioner" means:

- (a) a [medical practitioner](#) in respect of whom a [determination](#) under section 3EA is in force; or
- (b) a [person registered](#) under section 3F as a [vocationally registered general practitioner](#); or
- (c) a [medical practitioner](#) of a kind specified in the regulations.

"hospital" has the meaning given by subsection 121-5(5) of the [Private Health Insurance Act 2007](#) .

"hospital service" means a [health service](#) of a kind provided in a [hospital](#) and includes:

- (a) accommodation in a [hospital](#) for the purposes of receiving treatment; and
- (b) [nursing care](#) and treatment; and
- (c) medical care and treatment including diagnostic [services](#); and
- (d) outpatient, accident and emergency [services](#).

"hospital-substitute treatment" has the same meaning as in the [Private Health Insurance Act 2007](#) .

"hospital treatment" has the meaning given by section 121-5 of the [Private Health Insurance Act 2007](#) .

"initiate" , in relation to a [pathology service](#) or a [diagnostic imaging service](#), means make the decision by reason of which the [service](#) is rendered.

"item" means an [item](#) in the [table](#).

"listed" :

- (a) in relation to [diagnostic imaging equipment](#)--has the meaning given by subsections 16D(4) and (5); and
- (b) in relation to [radiation oncology equipment](#)--has the meaning given by subsections 16F(6) and (7).

"medical entrepreneur" has the meaning given by section 3B.

"medical expenses" means an amount payable in respect of a [professional service](#).

"medical practitioner" means a [person registered](#) or licensed as a [medical practitioner](#) under a law of a State or Territory that provides for the registration or licensing of [medical practitioners](#) but does not include a [person](#) so [registered](#) or licensed:

- (a) whose registration, or licence to practise, as a [medical practitioner](#) in any State or Territory has been suspended, or cancelled, following an inquiry relating to his or her conduct; and
- (b) who has not, after that suspension or cancellation, again been [authorised](#) to register

(d) in relation to a [base for mobile radiation oncology equipment](#)--has the meaning given by subsection 16F(5).

"registered nurse" means:

(a) a [person registered](#) under a law of a State or Territory (other than the State of South [Australia](#)) as a general nurse; or

(b) a [person registered](#) under a law of the State of South [Australia](#) as a nurse.

"R-type diagnostic imaging service" means a [diagnostic imaging service](#) corresponding to an [item](#) of the [diagnostic imaging services table](#) that is classified as an R-type [service](#) in the [table](#).

"Secretary" means the [Secretary](#) to the Department.

"specialist", in relation to a particular specialty, means a [medical practitioner](#) in relation to whom there is in force a [determination](#) under section 3DB or 3E that the [medical practitioner](#) is recognised for the purposes of this Act as a [specialist](#) in that specialty, or a [medical practitioner](#) who is taken to be so recognised under section 3D.

subsection 16B(1) request means a request of a kind referred to in subsection 16B(1).

"table" means the [table](#) consisting of:

(a) the [general medical services table](#); and

(b) the [pathology services table](#); and

(c) the [diagnostic imaging services table](#).

"vocationally registered general practitioner" means a [medical practitioner registered](#) under section 3F.

(1A) In this Act, unless the contrary intention appears, a word or phrase defined for the purposes of the [National Health Act 1953](#) has the meaning that it would have if used in that Act.

(2) For the purposes of this Act:

(a) a newly-born [child](#) who occupies an approved bed in an intensive care facility in a [hospital](#), being a facility approved by the Minister for the purposes of this subsection, for the purpose of the provision of special care shall be deemed to be a [patient](#) of the [hospital](#); and

(b) where there are two or more newly born [children](#) of the same mother in a [hospital](#) and those [children](#) are not in-patients of the [hospital](#) by virtue of paragraph (a)--each such [child](#) in excess of 1 shall be deemed to be a [patient](#) of the [hospital](#).

(3) Where an anaesthetic is administered to a [patient](#):

(a) pre-medication of the [patient](#) in preparation for the administration of the anaesthetic; and

(b) pre-operative examination of the [patient](#) in preparation for the administration of the

s 47F

Elizabeth

From: s 47F
Sent: Friday, 4 June 2010 4:41 PM
To: s 47F Elizabeth
Subject: RE: Letter of understanding [SEC=UNCLASSIFIED]

Hi Liz, as per our telephone conversation, have re adjusted year 8 total and grand total and are as follows:

s 47

Apologies for this

s 47F

-----Original Message-----

From: s 47F Elizabeth s 47F @dva.gov.au
Sent: Friday, June 04, 2010 3:00 PM
To: s 47F
Subject: RE: Letter of understanding [SEC=UNCLASSIFIED]

Hi s 47F

"phew" - thanks for that.

I am currently working on the contract. Our legal area has done some "housekeeping" and provided a few comments which you will need to give back to your legals I think. The confidentiality deed I have added as an attachment is identical to the one from the original contract which shouldn't be a problem for your people. Just have to go thru the agreement for consistency (some clause numbers have been changed) & run it past Mimi & Will on Monday morning, hopefully back to you sometime on Monday (not a certain promise though!).

Have a great weekend.

Elizabeth s 47F
Pharmacy, E-Health & Technology Policy
Department of Veterans' Affairs

Telephone: s 47F
Facsimile: 02 6289 6521
Email: s 47F @dva.gov.au

-----Original Message-----

From: s 47F
Sent: Friday, June 04, 2010 2:44 PM
To: s 47F Elizabeth
Subject: FW: Letter of understanding [SEC=UNCLASSIFIED]

Hi Liz, have just sent through to you the signed copy of letter of understanding via the DVA Secure Mail Service.

Thank you for your help and assistance with this

s 47F

-----Original Message-----

From: s 47F Elizabeth s 47F @dva.gov.au]
Sent: Friday, June 04, 2010 1:07 PM
To: s 47F
Cc: s 47F , Mimi; s 47F Will
Subject: Letter of understanding [SEC=UNCLASSIFIED]

Hi s 47F

I have saved a PDF copy of the DVA signed letter of understanding in the secure mail. Could you please arrange a signature by s 47F and return the scanned signed copy to us.

Any problems please advise.

Thanks

Liz

Elizabeth s 47F
Pharmacy, E-Health & Technology Policy
Department of Veterans' Affairs

Telephone: s 47F
Facsimile: 02 6289 6521
Email: s 47F

IMPORTANT

1. Before opening any attachments, please check for viruses.
2. This e-mail (including any attachments) may contain confidential information for the intended recipient. If you are not the intended recipient, please contact the sender and delete all copies of this email.
3. Any views expressed in this e-mail are those of the sender and are not a statement of Australian Government Policy unless otherwise stated.
4. Electronic addresses published in this email are not conspicuous publications and DVA does not consent to the receipt of commercial electronic messages.
5. To unsubscribe from emails from the Department of Veterans' Affairs



Australian Government
Department of Veterans' Affairs

ACT OFFICE

s 47F

Health Sciences
University of South Australia
GPO Box 2471
Adelaide SA 5001

Dear s 47F

I am writing to you with regard to the agreement between DVA and UNISA for the provision of the Prescriber Intervention and Feedback Program (known as Veterans' MATES), which commenced 10 June 2004, and amended on the following dates: 3 November 2004, 5 September 2005, 31 May 2006, 30 March 2007, 07 June 2007 and February 2009.

As you are aware, this agreement is due to expire 9 June 2010. The parties are currently negotiating a new agreement to continue the Program. I am conscious that ongoing negotiations may prevent a new agreement being signed prior to the end date. In that event DVA proposes that the services continue under the terms of the existing agreement until such time as a new agreement is signed by both parties.

To indicate your agreement, please sign and return a copy of this letter to me. Should you have any queries regarding this proposal, please contact Will s 47F on s 47F

Yours sincerely

s 47F

Judy s 47F
National Manager
Primary Care Policy Group
4 June 2010

s 47F

Agreed / Not agreed



Australian Government
Department of Veterans' Affairs

ACT OFFICE

s 47F

Health Sciences
University of South Australia
GPO Box 2471
Adelaide SA 5001

Dear s 47F

I am writing to you with regard to the agreement between DVA and UNISA for the provision of the Prescriber Intervention and Feedback Program (known as Veterans' MATES), which commenced 10 June 2004, and amended on the following dates: 3 November 2004, 5 September 2005, 31 May 2006, 30 March 2007, 07 June 2007 and February 2009.

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To indicate your agreement, please sign and return a copy of this letter to me. Should you have any queries regarding this proposal, please contact Will s 47F or s 47F.

Yours sincerely

s 47F

Judy s 47F
National Manager
Primary Care Policy Group
4 June 2010

s 47F

Agreed / Not agreed

Date: 4 June 2010

OUT OF SESSION DECISION OF THE REPATRIATION COMMISSION

Ratified at the meeting held on Friday 28 August 2009

Veterans' MATES Program progress and continuation

CM6247

COMMISSION DECISION

The Commission had before it a submission from Primary Care Policy Group to provide you with an update on the progress of the Veterans' MATES program, and to request your agreement on new contract arrangements with the existing provider, the University of South Australia, to continue delivery of the program.

2. the Commission NOTED the positive progress of the Veterans' MATES program; and
3. the Commission ENDORSED the requirement for a new contract with the University of South Australia for the continued delivery of the MATES program for a period of three years until June 2013, with an option to extend for a period of up to two years until June 2015.

s 47F

PRESIDENT, REPATRIATION COMMISSION

**OUT OF SESSION DECISION OF THE SUBCOMMITTEE OF THE
MILITARY REHABILITATION AND COMPENSATION COMMISSION**

Ratified at the meeting held on Friday 28 August 2009

VETERANS' MATES PROGRAM PROGRESS AND CONTINUATION

MRCC 39/2009/S

DECISION

The Subcommittee had before it a submission from Primary Care Policy Group to provide you with an update on the progress of the Veterans' MATES program, and to request your agreement on new contract arrangements with the existing provider, the University of South Australia, to continue delivery of the program.

2. the Subcommittee NOTED the positive progress of the Veterans' MATES program; and
3. the Subcommittee ENDORSED the requirement for a new contract with the University of South Australia for the continued delivery of the MATES program for a period of three years until June 2013, with an option to extend for a period of up to two years until June 2015.

s 47F

CHAIR, MRC COMMISSION

Year 6 Extension - Veterans' MATES Program

University of South Australia Proposed Budget Year 6 - Proposed Variable Costs (24 October 2008)

Item	Yr 6
Management Services - Meeting Support	
Program Management Committee	
<i>PMC Flights Only</i>	
Writing Group	
<i>WG Flights Only</i>	
Project Executive Committee	
<i>PEC Flights Only</i>	
Editorial Committee	
<i>EC Flights Only</i>	
Data Reference Group	
<i>DRG Flights Only</i>	
Practitioner Reference Group	
<i>PRG Flights Only</i>	
Veteran Reference Group	
<i>VRG Flights Only</i>	
Clinician Reference Group	
Operational Management Team	
Total	\$ 47
Staff Development Costs	
Training Workbooks	\$ 47
Stakeholder Communication	
Mailout Printed Material Standard:	
Veterans	
Pharmacists	
LMO	
Mailout Printed Material - General	
Total	\$ 47
Enhancements	
Quality Improvement	
Academic Detailing	
Workshops	
Total	\$ 47
Total Estimated Variable Costs	

Year 6 Extension - Veterans' MATES Program

University of South Australia Proposed Budget Year 6 - Proposed Fixed Costs (24 October 2008)

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Management Services	\$ 47					
Strategic direction and management						
Project Management and Co-ordination						
Administration						
Module Development						
Data Management & Security						
Data Analysis & Evaluation						
Total Management Services						
Administration						
Infrastructure costs (Uni overheads)						
Office costs						
Total Administration						
Consultancy Services						
Adelaide University						
DATIS						
National Prescribing Service						
Australian Medicines Handbook						
Health Economists						
Repat Consultant						
Reference Group - Opinion Leaders						
Total Consultancy Services						
Hardware						
System Maintenance						
Accommodation						
Other						
Project and financial records						
Total other costs						
Total Fixed Costs						

Innovative Project - PhD Students

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Scholarships	\$ 47					
Project Completion Fixed Costs						
Item						Total
Report Production						\$ 47
Travel and Accommodation						
Total Project Completion Costs						

	% increase using actual 09-10	cumulative increase	budget forecast	cumulative increase
2009-2010				
2010-2011				
2011-2012				
2013-2014				

S 47

CPI
2.1 3.6 5.6 8.1
09-10 10-11 11-12 12-13

DRAFT ONLY: Veterans' MATES: Y7-9 BUDGET

DRAFT FIXED BUDGET	Year 6 (current)	Year 7	diff between Y6 & Y7	Year 8	diff between Y7 & Y8	Year 9	diff between Y8 & Y9
Strategic direction and management							
Project Management and Co-ordination							
Administration							
Module Development							
Data Management & Security							
Data Analysis & Evaluation							
Office costs							
 *Infrastructure							
 *DMAC							
Department of General Practice							
 *DATIS							
National Prescribing Service							
Australian Medicines Handbook							
Repat Consultant							
Health Economists							
Hardware							
System Maintenance							
Accommodation Upgrades							
Security Upgrades							
Total Draft Fixed Costs							
Total PHD Scholarships Costs							
Total Project Completion Costs							
DRAFT VARIABLE BUDGET							
Program Management Committee							
PMC Flights Only							
Writing Group							
WG Flights Only							
Project Executive Committee							
PEC Flights Only							
Editorial Committee							
EC Flights Only							
Data Reference Group							
DRG Flights Only							
Practitioner Reference Group							
PRG Flights Only							
Veteran Reference Group							
VRG Flights Only							
 Stakeholder Information Booklets							
 *Mailout Printed Material Standard:							
Veterans							
Pharmacists							
LMO							
 Year 7-10 enhancements							
Total Draft Variable Costs							
GRAND TOTAL DRAFT VETERANS' MATES BUDGET Y7-9							

S 47

What is CPI past and projected?

Net change

DRAFT ONLY: Veterans' MATES: Y7-9 BUDGET

DRAFT FIXED BUDGET	Year 6 (current)	Year 7	diff between Y6 & Y7	Year 8	diff between Y7 & Y8	Year 9	diff between Y8 & Y9
--------------------	------------------	--------	----------------------------	--------	----------------------------	--------	----------------------------

Strategic direction and management
Project Management and Co-ordination
Administration
Module Development
Data Management & Security
Data Analysis & Evaluation
Office costs

*Infrastructure

*DMAC
Department of General Practice

*DATIS
National Prescribing Service
Australian Medicines Handbook
Repat Consultant
Health Economists
Hardware
System Maintenance
Accommodation Upgrades
Security Upgrades

Total Draft Fixed Costs

Total PHD Scholarships Costs

Total Project Completion Costs

DRAFT VARIABLE BUDGET

Program Management Committee
PMC Flights Only
Writing Group
WG Flights Only
Project Executive Committee
PEC Flights Only
Editorial Committee
EC Flights Only
Data Reference Group
DRG Flights Only
Practitioner Reference Group
PRG Flights Only
Veteran Reference Group
VRG Flights Only

Stakeholder Information Booklets

Mailout Printed Material Standard:
Veterans
Pharmacists
LMO

Year 7-10 enhancements

Total Draft Variable Costs

GRAND TOTAL DRAFT VETERANS' MATES
BUDGET Y7-9

S 47

currently under
egotiation with
niversity
currently under
egotiation with
MAC

currently under
egotiation with
ATIS

note that
DVA pricing

currently under
egotiation with
ustralia Post

what is this ?

patient controlled? is it NetVTA
complaint?

Version	Part Changed	Page No.	Changed From	Changed To	Date Changed	Who Changed
1	Part E	1	s 47F - Key responsibility for project management, strategic development and innovative research	s 47F - Key responsibility for project direction and strategic development	22-Feb-10	Uni of SA
1	Part E	2	s 47F - Data Analyst key responsibility for management, analysis and interpretation of data	s 47F - Project co-director. Key responsibility for project management and innovative research	22-Feb-10	Uni of SA
1	Part F	2		s 47F - Details added	22-Feb-10	Uni of SA
1	Part I (1) (a)	3		Sub contractors details added	22-Feb-10	Uni of SA
1	Part I (1) (c)	4	Deleted - Academic detailing to LMOs, specialists and opinion leaders	Removed (1) (iii) Where GP desktop data are available and useable, analysis will become continuous process	22-Feb-10	Uni of SA
1	Part I (1) (c) (i)	4	Deleted - Clinical case studies linked to quality assurance and continuing medical education points required for general practitioner registration. Clinical audit forms linked to quality assurance and continuing medical education points	Clinically focused educational packages linked to quality assurance and continuing medical education points	22-Feb-10	Uni of SA
1	Part I (1) (c) (ii)	5	First dot point - Deleted "Newsletters that are"	"An educational brochure that is"	22-Feb-10	Uni of SA
1	Part I (1) (c) (iii)	5	First dot point - Deleted "Academic detailing. Case-based discussion"	Second dot point - Clinically focused educational package in keeping with prescriber feedback education materials linked to quality assurance and continuing education points	22-Feb-10	Uni of SA
1	Part I (1) (c) (iv)	5		Third dot point - removed as needs to go into "innovation" in statement of work	22-Feb-10	Uni of SA
1	Part I (1) (c) (v)	5	Deleted "Call centres" as this is run by DVA		22-Feb-10	Uni of SA
1	Part I (1) (d)	5	Deleted "number of calls to the veterans' telephone helpline" as this is run by DVA		22-Feb-10	Uni of SA
1	Part I (1) (e)	5			22-Feb-10	Uni of SA

Version	Part Changed	Page No.	Changed From	Changed To	Date Changed	Who Changed
1	Part I (2)		last sentence " All materials are to be branded with the	"All materials, excluding articles for		
	Attachment 1	6	Department name and logo"	publication in academic journals, are to be	22-Feb-10	Uni of SA
	Statement of		Second dot point - Deleted - "Provide research and	Moved to "Attachment 1 Statement of Work		
	1 Work (3)	23	program delivery services. Include 2 separate	(4) Innovative Projects and Additional Work	22-Feb-10	Uni of SA
			23 groupings....." (UniSA need advise on this)			
	Attachment 1		Added third dot point "conduct regular analysis of other			
	Statement of		DVA data sets, MBS claims data, hospital data and any			
	1 Work (3)	23	other dataset agreed to be used by the Department (eg.		22-Feb-10	Uni of SA
			23 Australian Institute of Health & Welfare)"			
	Attachment 1			Replaced dot points with "conduct regular		
	Statement of			analysis of other DVA data sets, MBS claims	22-Feb-10	Uni of SA
	1 Work (3)	23	Deleted Fifth, Sixth and Seventh dot points	data, hospital data and any other dataset		
			Deleted Eleventh dot point - "enhance & maintain the	agreed to be used by the Department (eg.		
	Attachment 1		existing MATES website. Improve Care Planning facilities	Australin Institute of Health & Welfare)		
	Statement of		on the existing MATES website to indicate veterans			
	1 Work (3)	23	23 patient HMR renewal dates..."	Moved to "Attachment 1 Statement of Work	22-Feb-10	Uni of SA
				(4) Innovative Projects and Additional Work		
	Attachment 1			Changed to - "Cost-consequences Reports		
	Statement of		In Activity box - Changed from "Six monthly Cost-	(At eighteen, twenty-four, thirty and thirty-six	22-Feb-10	Uni of SA
	1 Work (3)	25	consequences Reports (Six months after Contract starts)	months from Contract start)		
	Attachment 1		Under 'Core Program Enhancements' (a) removed "and			
	Statement of		25 GP desktop data"		22-Feb-10	Uni of SA
	1 Work (3)					
				Changed to - "via web-based delivery"		
	Attachment 1		Under 'Core Program Enhancements' (c) removed "such			
	Statement of		25 as print, mail out, case-based discussion, and seminars"		22-Feb-10	Uni of SA
	1 Work (3)					
				Changed to (f) undertake additional mailing		
	Attachment 1		Under 'Core Program Enhancements' removed (d)	tailored to needs of accredited pharmacists		
	Statement of		Hospital and community pharmacists will receive	and (g) modified therapeutic brief for		
	1 Work (3)	25	information in conjunction with core professional	community pharmacists	22-Feb-10	Uni of SA
			25 communication material			

Version	Part Changed	Page No.	Changed From	Changed To	Date Changed	Who Changed
Attachment 1 Statement of 1 Work (3)			Under 'Core Program Enhancements' removed (f) Prescribers provided with additional feedback material 25 such as aggregated veteran data and academic detailing		22-Feb-10	Uni of SA
Attachment 1 Statement of 1 Work (3)			Under 'Core Program Enhancements' removed (g) Provision of multidisciplinary case study sessions to LMOs, pharmacists and nurses in conjunction with the 25 Australian General Practice Network's Divisions		22-Feb-10	Uni of SA
Attachment 1 Statement of 1 Work (3)		25/26	Under 'Core Program Enhancements' removed (i) Web- based modular education program to improve self- management supported with tailored feedback to veterans	Moved to "Attachment 1 Statement of Work (4) Innovative Projects and Additional Work	22-Feb-10	Uni of SA
Attachment 1 Statement of 1 Work (3)		25/26	Under 'Core Program Enhancements' removed (j) Web- based patient reminders for care plan appointments	Moved to "Attachment 1 Statement of Work (4) Innovative Projects and Additional Work	22-Feb-10	Uni of SA
Attachment 1 Statement of 1 Work (3)			Under 'Core Program Enhancements' removed (k) 25 Shared LMO, veteran web-based medi-list	Moved to "Attachment 1 Statement of Work (4) Innovative Projects and Additional Work	22-Feb-10	Uni of SA
Attachment 1 Statement of 1 Work (3)			Under 'Core Program Enhancements' removed (l) Risk 25 assessment tools /calculators included on website	Moved to "Attachment 1 Statement of Work (4) Innovative Projects and Additional Work	22-Feb-10	Uni of SA
Attachment 1 Statement of 1 Work (3)			Under 'Core Program Enhancements' removed (m) Website development so that feedback and risk calculation information automatically loaded into care plan; care plan referrals forms (including links to identified accredited pharmacists and other health professionals in 25 the area)			
Attachment 1 Statement of 1 Work (3)			Under 'Core Program Enhancements' removed (n) Keys to be included: refer to accredited pharmacist, share 25 information, refer to other health professional	Moved to "Attachment 1 Statement of Work (4) Innovative Projects and Additional Work	22-Feb-10	Uni of SA

Attachment 1
Statement of
1 Work (3)

26

Added (h) enhance and maintain the existing
MATES website, including enabling provision
of Care Planning information on the existing
MATES website to indicate the anticipated
renewal dates for claims for Home Medicines
Review (HMR), health assessments or GP
management plans

22-Feb-10 Uni of SA

Attachment 1
Statement of
1 Work (3)

26

Added (i) tailoring the education message to
veterans and carers recognising the unique
impact of visual, hearing, mobility and
cognitive impairment factors

22-Feb-10 Uni of SA

Future contract

Target cohorts:

1. Older vets with multiple chronic diseases
2. Vietnam vets (younger)

- Cost-analysis reports
- Self-management strategies (patient controlled) 'Health & Hospital Reform Paper'
- Include Community Nursing - 230 providers, bulletins, internet
- Target Practice Managers/Nurses
- Medilist
- Change word 'module'
- Module/Website improvements – Practitioners Ref Meeting suggestions.
- Improve data set
- Phd Students

Preventative Admissions into Hospitals Project

§ 47

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14s

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14s

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47
s

§ 47

Direct referral

PKC

~~Nurse~~
~~Practitioner~~

Other
h.p.
Specialist
Opinion



direct referral

Prescriber



Feedback
+ T.B.

— HMR var
— Care notes

VETERA

Please with Compl

Please for it to ~~these~~ Practice
for care per.

Vets. logon

medicist



Feedback
(direct material)



what
is in

training
program



Feedback



existing
material

existing
material

(consumer
copies)

reward
certificate
lead back
loop

Need out to
all potential
GPs with
5 years results
for the project

Training
Package for
Asthma
Vet Vets +
their ~~parents~~ parents



Australian Government

Department of Veterans' Affairs

DEED OF VARIATION NO. 3

to the

AGREEMENT

between

THE COMMONWEALTH OF AUSTRALIA,
as represented by the **Department of Veterans' Affairs,**
THE REPATRIATION COMMISSION & THE MILITARY
REHABILITATION AND COMPENSATION COMMISSION
(Australian Business Number 23 964 290 824)

and

University of South Australia
ABN: 37 191 313 308

**for the provision of Veterans' Medicines Advice & Therapeutics Education Services (Veterans'
MATES) Program**

DEED OF VARIATION

Introduction

Pursuant to clause 31.1 of the Agreement between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the **University of South Australia** that commenced on **23 December 2015** for the provision of the Veterans' Medicines Advice and Therapeutics Education Services (Veterans' MATES) Program, the parties agree to the following amendments with effect from **1 July 2021**.

Interpretation

To the extent applicable, the terms and conditions of the Agreement, including defined terms, apply to this Deed of Variation.

Exercise of option

In accordance with Part B(2), DVA gives notice that it is exercising its option to extend the Deed by six (6) months to 31 December 2021.

Amendments

1. **Omit** Part G, and **substitute** with the following:

G DVA Delegate

[Relates to clause 32]

Delegate	Ms Peta s 47F
Position	Director, Contract Management Operations Section
Street Address	Level 1 Centennial Plaza Tower B, 280 Elizabeth Street, Surry Hills NSW 2010
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	s 47F
E-mail address	hospitalcontracting@dva.gov.au

2. **Omit** Part H, and **substitute** with the following:

H DVA Contract Manager and Program Manager

[Relates to clause 32]

Contract Manager	Mr Brenton s 47F
Position	Contract Manager, Private Hospitals & MATES
Street Address	Westpac House, 91 King William Street, Adelaide SA 5000
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	s 47F
E-mail address	hospitalcontracting@dva.gov.au

Program Manager	Mr Ben s 47F
Position	Assistant Director, Pharmacy Programs and Operations Section
Street Address	Level 7, 480 Queen Street, Brisbane QLD 4000
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	s 47F
E-mail address	pharmacy.programs.operations@dva.gov.au

3. **Omit** Attachment C and **replace** with Attachment C (following)



THIS DOCUMENT IS EXECUTED AS A DEED.

Signed, Sealed and Delivered for and on behalf of:

The University of South Australia
by:

s 47F

[Print name of contractor representative and position]

Signature and date:

s 47F

22/2/21

s 47F

Witnessed by: **s 47F**
[Print name of witness]

University of South Australia
Power of Attorney
No: 12052135

Signature and date:

s 47F

22/2/21

Signed, Sealed and Delivered for and on behalf of:

The Commonwealth of Australia (as represented by the Department of Veterans' Affairs), the Repatriation Commission and the Military Rehabilitation and Compensation Commission
by:

Peta **s 47F**
Director
Contract Management Operations Section
Australian Government Department of Veterans' Affairs

s 47F

Signature and date:

24/02/2021

Witnessed by:
[Print name of witness]

s 47F

Signature and date

Craig **s 47F**

24/02/2021

ATTACHMENT C

Annex C		DVA RET MATES - 15									
		VETERANS' MATE FEE SCHEDULE									
		Year 1: 2018- 2019		Year 2: 2019-2020		Year 3: 2020-2021		30 Month totals		2021- 6 month extension	
Table 3: Costs of Ongoing Operations		1 Jan- 30 Jun		1 July- 30 June		1 July- 30 June				1 July - 31 Dec	
Statement of Requirements Service Category and line		Total GST Inclusive \$		Total GST Inclusive \$		Total GST Inclusive \$		Total GST Inclusive \$		Total GST Inclusive \$	
Item Description		GST \$		GST \$		GST \$		GST \$		GST \$	
Service Category 2.1: Health Issues Identification and Data Analysis											
Core Program											
Fixed Costs											
Personnel											
Variable Costs											
Stakeholder Consultation											
		</									



Australian Government

Department of Veterans' Affairs

DEED OF VARIATION NO. 2

to the

AGREEMENT

between

THE COMMONWEALTH OF AUSTRALIA,
as represented by the **Department of Veterans' Affairs**

**THE REPATRIATION COMMISSION & THE MILITARY
REHABILITATION AND COMPENSATION COMMISSION**
(Australian Business Number 23 964 290 824)

and

University of South Australia
ABN: 37 191 313 308

**for the provision of Veterans' Medicines Advice & Therapeutics Education Services (Veterans'
MATES) Program**



DEED OF VARIATION

Introduction

Pursuant to clause 31.1 of the Agreement between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the **University of South Australia** that commenced on **1 July 2015** for the provision of the Veterans' Medicines Advice and Therapeutics Education Services (Veterans' MATES) Program, the parties agree to the following amendments with effect from **1 January 2019**.

Interpretation

To the extent applicable, the terms and conditions of the Agreement, including defined terms, apply to this Deed of Variation.

Exercise of option

In accordance with Part B(2), DVA gives notice that it is exercising its option to extend the Deed by 30 months to 30 June 2021.

Amendments

1. **Omit** Part G, and **substitute** with the following:

G DVA Delegate

[Relates to clause 32]

Delegate	Ms Angela-Grace s 47F
Position	Director, Contract Management Operations
Street Address	259 Queen Street, Brisbane, QLD 4000
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	Tel: s 47F
E-mail address	hcs.contract.management@dva.gov.au

2. **Omit** Part H, and **substitute** with the following:

H DVA Contract Manager and Program Manager

[Relates to clause 32]

Contract Manager	Mr Brenton s 47F
Position	A/g Senior Contract Manager, Private Hospitals & MATES
Street Address	Blackburn House, 199 Grenfell Street, Adelaide SA 5000
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	Tel: s 47F
E-mail address	s 47F @dva.gov.au

Program Manager	Ms Francene s 47F
Position	Assistant Director, Health Programmes
Street Address	Gnabra Building, 21 Genge Street, Canberra, ACT 2601
Postal Address	GPO Box 9998 Brisbane QLD 4001
Telephone	Tel: s 47F
E-mail address	s 47F @dva.gov.au

3. **Omit** Attachment C and **replace** with Attachment C (following)



THIS DOCUMENT IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for and on
behalf of:**

**The University of South Australia
by:**

s 47F

s 47F

14th March 2018

Signature and date:

_____/____/____

Witnessed by:
[Print name of witness]

RITA **s 47F**

s 47F

Signature and date:

14/3/2018

*Signed, Sealed and Delivered for and on
behalf of:*

The Commonwealth of Australia (as
represented by the Department of
Veterans' Affairs), the Repatriation
Commission and the Military
Rehabilitation and Compensation
Commission

by:

Angela-Grace **s 47F**
Director, Contract Management
Operations
Australian Government Department of
Veterans' Affairs

s 47F

Signature and date:

____19/3/18

Witnessed by:
[Print name of witness]

SUI-LIN **s 47F**

s 47F

Signature and date

____19/3/18



ATTACHMENT C

Name of Tenderer: University of South Australia
Table 3: Costs of Ongoing Operations

Statement of Requirements Service Category and
Line Item Description

Year 1: 2018-2019
1 Jan - 30 Jun

Year 2: 2019-2020
1 July - 30 June

Year 3: 2020-2021
1 July - 30 June

30 Month totals

Total GST Inclusive \$	GST \$	Total GST Inclusive \$	GST \$	Total GST Inclusive \$	GST \$	Total GST Inclusive \$	GST \$
---------------------------	--------	---------------------------	--------	---------------------------	--------	---------------------------	--------

Service Category 2.1: Health Issues Identification and Data Analysis

Core Program
Fixed Costs
Personnel

Variable Costs
Stakeholder Consultation

s 47

Service Category 2.2: Preparation of Targeted

Core Program
Fixed Costs
Personnel

Variable Costs
Graphic Design
Expert review and endorsement

s 47

Service Category 2.3: Dissemination of Health

Core Program
Fixed Costs
Personnel
Training Resources
Stakeholder Resources
Website Maintenance and Hosting

Variable Costs
VAPAC Training Flights
Education Material Mailout
Direct delivery to GP desktop

s 47

Service Category 2.4: Evaluation Health Education

Fixed Costs
Personnel
Health Economic Consultants

Variable Costs

s 47

Service Category 2.5 Governance and Management

Fixed Costs
Personnel
IT Maintenance
Security Environment Maintenance
Office Costs

Variable Costs
Project Governance Meetings DVA
Project Governance Meetings UnISA

s 47

Core Program Costs

Core Program: Fixed Costs Total
Core Program: Variable Costs Total

Total Yearly Costs

Total Core Program Cost

s 47

DEED OF VARIATION

**TO THE SERVICES AGREEMENT DATED
9 JUNE 2004**

between

**THE COMMONWEALTH,
THE REPATRIATION COMMISSION
AND
THE MILITARY REHABILITATION AND
COMPENSATION COMMISSION
ACTING THROUGH
THE AUSTRALIAN GOVERNMENT
DEPARTMENT OF VETERANS'
AFFAIRS**

Australian Business Number: 23 964 290 824

and

UNIVERSITY OF SOUTH AUSTRALIA

Australian Business Number: 37 191 313 308

**Concerning the provision of a Prescriber
Intervention and Feedback Program**

DEED OF VARIATION

Introduction

Pursuant to Part A(b)2 of the Services Agreement between the **Commonwealth of Australia**, acting through the Department of Veterans' Affairs, the **Repatriation Commission** and the **Military Rehabilitation and Compensation Commission** (collectively referred to as 'DVA'), and the University of South Australia, dated 9 June 2004 for the provision of a Prescriber Intervention and Feedback Program, and amended by Deed of Variation dated 03 November 2004, 5 September 2005, 31 May 2006, and 30 March 2007, the parties agree to renew the Services Agreement for a period of two (2) years. The End Date of this Services Agreement will therefore be extended until 9 June 2009.

Pursuant to Part A(b)1 of the above Services Agreement, the parties agree to the following amendments with effect from 10 June 2007.

Amendments

- 1 Schedule Part B(a), omit **s 47F** and substitute **s 47F**
- 2 Schedule Part B(c), omit table and replace with:

Name	Nature of Work	Specific Tasks	Time
s 47F	Chief Investigator 1 (Project Director) Overall responsibility for project direction and management, strategic development and innovative research.	<ul style="list-style-type: none">• Leading planning of activities• Leading strategic development of project work• Planning innovative work• Leading consultation & engagement processes with key stakeholder groups• Publications and presentations• Integration with existing QUM programs• Supervision of postgraduate students	0.2 EFT
s 47F	Chief Investigator 2 (Project Co-Director) Overall responsibility for data management, analysis, interpretation and reporting. Assist with project direction and management, strategic development,	<ul style="list-style-type: none">• Management of project data• Analysis of project data• Interpretation of project data• Project evaluation• Data reporting• Data support for Module preparation• Publications and presentations• Supervision of postgraduate	0.6 EFT

s 47F

	innovative research.	students	
s 47F	<p>IT & Security Manager</p> <p>Key responsibility for management of the Data Management Centre and security of data</p>	<ul style="list-style-type: none"> • Management of technical matters • Equipment maintenance • Liaison with data related stakeholders • Integration of Data bases • Advice and assistance with linkage of large databases • Management of Data Management Centre • Data security • Maintenance of IT & Security policies and standard operating procedures • Audit of Data Management Centre 	1.0 EFT

- 3 Schedule Part B(d), omit “Professor Justin Beilby, Department of General Practice, University of Adelaide”.
- 4 Schedule Part C(b), omit “Ms Meredith Freeman” and insert “Ms Jessica Rynehart”. Replace telephone number “(02) 6289 4802” with “(02) 6289 4842”.
- 5 Schedule Part D(b)(1)(c)(i), replace “will” with “may”.
- 6 Schedule Part D(b)(1)(c)(ii), dot point 2, replace with “Results of analyses of prescribing data for medical practitioners, as part of the Module Material.”
- 7 Schedule Part D(b)(1)(c)(ii), dot point 3, add “as part of enhancement activities” after “opinion leaders”.
- 8 Schedule Part D(b)(1)(c)(ii), dot point 4, add “as part of enhancement activities” after “discussions”.
- 9 Schedule Part D(b)(1)(c)(ii), dot point 6, add “as part of the enhancement activities and in accordance with the requirements of CPD programs” after “general practitioner registration”
- 10 Schedule Part D(b)(1)(c)(ii), dot point 7, add “as part of the enhancement activities and in accordance with the requirements of CPD programs” after “education points”.
- 11 Schedule Part D(b)(1)(c)(iii), omit and replace with “CPD credit points will be applied for and made available to participating health professionals subject to approval from the relevant professional bodies”.

- 12 Schedule Part D(b)(1)(c)(iv), omit and replace with “Veteran and carers education material is to take into account visual, hearing, mobility and or cognitive impairment. The material will include, but not be limited to, an educational brochure specific to topics targeted to veterans who meet the criteria.”
- 13 Insert Schedule Part D(b)(1)(c)(v):
“Other Stakeholders; for example pharmacists, nurses (community and residential aged care), allied health professionals education material, when appropriate, may include, but not be limited to:
 - Academic detailing
 - Case-based discussion (for example through conference presentations)
 - Clinically focused educational package in keeping with prescriber feedback education materials
 - Clinical case studies, via Module Materials, linked to quality assurance and continuing education points required for registration.
 - Clinical audit forms linked to quality assurance and continuing education points for pharmacists, through the Module Material.
- 14 Schedule Part D(b)(1)(d), omit and replace with “Stakeholder Response Options will be limited to mail. Unsolicited stakeholder response options will include:
 - Mail
 - Electronic technology
 - Call centres.Stakeholder response options will be linked to the delivery of each module.
- 15 Schedule Part D(b)(1)(e)(i), dot point 6, omit “Actions they took” and insert “Actions they are likely to take”. Delete dot point 7.
- 16 Schedule Part D(b)(1)(e)(i), omit “The Contractor will monitor unsolicited LMO feedback coming into the project office or DVA offices” and insert “The Contractor will monitor unsolicited LMO feedback coming into the project office”.
- 17 Schedule Part D(b)(1)(e)(ii), dot point 5, omit “Actions they took” and insert “Actions they are likely to take”. Delete dot point 6.
- 18 Schedule Part D(b)(1)(e)(iii), omit dot point 5. Dot point 6, omit “Actions they took” and insert “Actions they are likely to take”. Delete dot point 7.
- 19 Schedule Part D(c)(3)(a), omit “Branch Head, Health Services” and insert “National Manager, Primary Care Policy Group”. Omit “Project Co-Ordinator” and insert “Project Manager”.
- 20 Schedule Part D(c)(5)(b)(i), insert “(module plan)” after “Pre-intervention”. Replace dot point 4 with “Criteria application”.
- 21 Schedule Part D(c)(5)(b)(iii):

- omit dot point 3;
 - amend dot point 4 “Changes in health professionals perceived knowledge of therapy”.
 - Replace dot point 5 with “Changes in concordance with guidelines, as inferred from changes in dispensings or service utilisation data”.
 - Replace dot point 6 with “Changes in patient perceived understanding of their condition and medications”.
- 22** Schedule Part D(c)(5)(b)(iv), replace “The reports will be reviewed by health economists” with “Health economists will provide advice on the information required to provide an overall health economic evaluation”. Omit dot point 4. Replace “5 months post distribution” with “5 to 12 months post distribution”.
- 23** Schedule Part D(c)(5)(h)(i), replace “(three years following Contract execution)” with “(five years following Contract execution)”.
- 24** Schedule Part E is to be replaced in its entirety with the following:

Part E. How are payments calculated?

E(a) What fees apply?

Relates to clause 3.1(a) [DVA's obligations].

- (1) **[Purpose]** The purpose of this section is to describe:
 - [a] the PFP cost structure;
 - [b] the planned program expenditure;
 - [b] the prices for the available Services;
 - [c] price variation mechanisms;
 - [d] the manner of payment; and
 - [e] financial management requirements.
- (2) **[Composition]** The PFP cost structure comprises:
 - (a) Program establishment;
 - (b) Core program fixed costs;
 - (c) Core program variable cost;
 - (d) Innovative projects; and
 - (e) Program completion.
- (3) At Contract commencement the PFP is budgeted for delivery over a 5-year period. For the purpose of clarity, year 1 begins on Contract commencement and subsequent years begin on the anniversary of the Contract commencement.
- (4) The PFP planned program expenditure (**GST exclusive**) for the five-year program is shown in table 1:

Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Program establishment						
Core program fixed costs						
Core program variable cost						
Innovative projects (PhD scholarships)						
Program completion						
Total Program Cost						

\$ 47

TABLE 1: Planned PFP Program Expenditure

\$ 47F

- (5) Planned expenditure may be increased through the issue of new work orders. The work orders will specify the Services, the cost of the new work, and the conditions for payment.
- (6) Planned expenditure may be decreased as the result of a Departmental or Program Management Committee decision.
- (7) Program establishment costs provide for the set up of the Contractor's PFP office facilities. Items include, but are not limited to, furniture, fittings, equipment, computer software and hardware, telecommunications equipment, and staff recruitment. Program establishment costs do not include salary or travel costs as these costs are contained in the core program fixed costs. Ownership of such items rests with the Contractor.
- (8) Core program fixed costs provide for core service activities such as staffing and data analysis. The fixed cost items include, but are not limited to, management services staff, consultancy services, administration, infrastructure, and computer and equipment support. While items in this category have been classified as fixed costs, many involve discretionary expenditure and require Contractor management to prevent cost overruns.
- (9) Core program variable costs provide for management support and module delivery activities. The variable cost items include, but are not limited to, academic detailing, travel and accommodation, printing, and postage.
- (10) Funding for innovative projects not set out in this Contract must be subject to the development of a business case. With the exception of the innovative projects authorised on Contract execution, funding will be subject to the issue of an approved work order. Business cases for four candidate projects (Continuity of Care, Aged Care Facilities, Skilled Consumer, and IT) are to be developed by staff funded under core program fixed costs. One innovative project, PhD Scholarships, is approved for implementation following Contract commencement.
- (11) Program completion activities relate to the finalisation of the project. The items include the production of a final report and return of DVA Material.
- (12) **[Planned costs]** The planned program costs are:
 - (a) Program establishment:
The planned program establishment costs are:

Item	Amount
Office fittings	s 47
Office Software and Hardware	
Database management Software and Hardware	
Equipment	
Consultation with stakeholders	
Recruitment	
<i>Total</i>	

- (b) Core program fixed costs are shown in Table 2:

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Strategic management and direction					
Project management and coordination	NA				
Administration					
Module development					
Data management and security					
Data analysis and evaluation					
Senior Consultant- Business Services UniSA					
Consumer Consultant					
Total Management Services					
Infrastructure costs (Uni overheads)					
Office costs					
Total Administration					
Dept General Practice (Adelaide Uni)					
DATIS					
National Prescribing Service					
Australian Medicines Handbook					
Repatriation Consultant					
Health Economist					
Reference Group- Opinion Leaders					
Total Subcontractor Services					
Hardware					
System maintenance					
Office Space					
Courier, freight, postage, etc					
Project and financial records					

Table 2: The planned program fixed costs for the PRR program

Note: The planned costs for years 2, 3 and 5 are estimated at a CPI increase of 4% but any increase is subject to the variation requirements described at clause E(a) (13) below.

(c) Core program variable costs are shown in Table 3

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$
Management Services					
Program Management Committee					
<i>PMC Flights</i>					
Clinician Reference Group					
Writing Group					
<i>Writing Group flights</i>					
Project Executive Committee					
<i>Project Executive Committee flights</i>					
Practitioner Reference Group					
<i>Practitioner Reference Group flights</i>					
Veteran Reference Group					
<i>Veteran Reference Group flights</i>					
Editorial Committee					
<i>Editorial Committee flights</i>					
Operational Management Team					
Data Reference Group					
<i>Data Reference Group flights</i>					
Total					
Training Workbooks					
Enhancements					
Quality Improvement					
Academic Detailing					
Workshops					

\$ 47

Total
Mailout Printed Material - Standard: Veterans
Mailout Printed Material - Standard: Pharmacists
Mailout Printed Material - Standard: LMOs
Mailout Printed Material - General
Total
Total Estimated Variable Costs

Note: The planned costs for year 4 and 5 are estimated at a CPI increase of 4% but any increase is subject to the variation requirements described at clause E(a) (13) below.

During years 4 and 5 of the program, flights associated with attendance at PFP committees, and other PFP activities, will be organised by the Department on instruction by the Contractor. The Department will use internal processes, including arranging for payments for the airfare as specified in the variable budget. The Contractor therefore will not invoice the Department for costs associated with airfares and the Department will be responsible for the entire cost of the flights, including any price increases.

(d) Innovative project:
The planned innovative project costs are:

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$
<i>PhD Scholarships</i>					

Two scholarships **s 47**

(e) Program completion:

Item	\$
<i>Report production</i>	
Travel	
Total	

s 47

(13) **[Price]** The Service prices and any variation mechanisms for individual items in the above fixed and variable tables are:

- Infrastructure **s 47** in year 1.
- Office costs **s 47** in year 1.
- The subcontractor prices for the Dept General Practice, DATIS, National Prescribing Service, Australian Medicines Handbook, Repatriation Consultant, and Reference Group - Opinion Leaders for Contract years 1, 2 and 3 are detailed in the table below. The prices are not subject to CPI increase.

Item	Year 1 - \$	Year 2 - \$	Year 3 - \$	Year 4 - \$	Year 5 - \$
Dept General Practice (research)					
DATIS					
National Prescribing Service					
Australian Medicines Handbook					
Repatriation Consultant					
Reference Group - Opinion Leaders					

s 47

- The year 1 prices for the Health Economists and the Consumer Consultant are **s 47** per day with any price variations subject to clause E (a) 14 below.
- Accommodation office space prices are **s 47** in year one and two. There is no charge for accommodation in year three, four or five.
- Salaries are as per the UniSA Enterprise Agreement (EBA) 2000 salary scale, or updated versions.
- Sitting fees for professional representatives at reference group meetings are **s 47** per hour in year 1.
- NPS facilitator prices are **s 47** per facilitator per module in year 1.
- Travel and accommodation costs are the rates of travelling allowance for Australian Public Service (APS) non-senior executive service (non-SES) officers, November 2003 or any updated versions.
- Printed material mailouts are **s 47** per item in year 1.
- Training workbooks are **s 47** each in year 1.

- (l) Each Party is to bear its own costs for attendance at local and international conferences.
- (m) In the event of a dispute, each Party is to bear its own costs.
- (n) All other items are to be on charged at cost.
- (14) **[Price variation]** Price variations are subject to Departmental approval. Proposals for variation are not to exceed the CPI for agreed prices, the UniSA EBA for salaries, and the APS non-SES travelling allowances for travel and accommodation. Any price variations are to be sought 60 calendar days prior to the commencement of the next program year.
- (15) **[Payment to Contractor]** Payments will be made to the Contractor on the following basis:
 - (a) Program establishment costs will be advanced to the Contractor on contract execution. The advance is subject to acquittal against actual costs.
 - (b) Core program fixed costs will be advanced to the Contractor against agreed deliverables and are subject to acquittal. The first advance will be paid on Contract execution.
 - (c) Core program variable costs are paid quarterly in arrears against incurred costs and are subject to production of evidence of expenditure.
 - (d) Innovative project costs are funded as per agreed work orders.
 - (e) The PhD innovation payment will commence in the quarter the student is selected. Payments will be quarterly in advance while the student maintains progress in accordance with the Contractor's PhD principles and processes. In the event that the Contract is terminated prior to the completion of the PhD period, subject to the student commencing within 3 months of the Contract commencement, the Department will pay to the end of the then program year. In the event that the PhD student has not completed a full 3-year term of study at the expiration of the Contract, the Department will pay for the remainder of the 3-year study term or to the end of the then program year, whichever is the lesser.
 - (f) On Contract expiration or termination the payment of the program variable costs for the final module will be withheld until the module evaluation is completed, the final report submitted, all advances acquitted, and program activities finalised.
- (16) **[Financial management and reporting]** The Contractor is to maintain detailed invoices on all expenditure activity and report in accordance with the financial reporting requirements at section D(c)(5)(e).
- (17) **[Advance payment acquittal]** The program establishment costs are to be acquitted within 150 days of Contract execution. The core program fixed costs are to be acquitted annually within 60 days of the completion of a program year. The Department will determine if the unexpended funds are to be returned to the Department or directed to project activities.
- (18) **[Payment schedule]** Payments will be made in accordance with the following schedule:

No	Planned Date	Milestone Deliverables	Percentage Due	Amount \$
PROGRAM ESTABLISHMENT COSTS				
1	10-Jun-04	Contract Execution (SOW Activity 1)	100%	
CORE PROGRAM FIXED COSTS				
2	10-Jun-04	Contract Execution (SOW Activity 1)	25% Year 1	

s 47

s 47F

3	10-Sep-04	Project Establishment phase complete: <ul style="list-style-type: none"> • Subcontractor relationships established through letter of intent (SOW 7) • Relationship with data supplier established (SOW 4) • Office (excluding Data Management Centre) operational • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Transition Plan submitted • Quality Plan submitted • Intellectual Property Plan submitted • Risk Assessment and Risk Management Report submitted (SOW 11) • Module 1 development commences (SOW 9) 	25% Year 1	s 47
4	10-Dec-04	<ul style="list-style-type: none"> • Data Management Centre established ready for audit (SOW 16) • Annual Module Plan – Year 1 submitted • Module 1 ready for distribution • Module 2 development commences (SOW 19) • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 1	s 47
5	10-Mar-05	<ul style="list-style-type: none"> • Annual Module Plan – Year 1 submitted (SOW 24) • Module 1 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 2 ready for distribution (SOW 23) • Module 3 development commences (SOW 25) • Interim Program Progress Report submitted • Business Cases, as agreed submitted (SOW 26) 	25% Year 1	s 47
6	10 Jun 05	<ul style="list-style-type: none"> • Module 2 delivered <ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 3 ready for distribution (SOW 27) • Module 4 development commences • Interim Program Progress Report submitted (SOW 29) • Financial Report submitted • Annual Module Plan – Year 2 submitted 	25% Year 2	As per year 2 approved project plan
7	10 Sep 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 3 delivered 	25% Year 2	As per year 2

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 4 ready for distribution • Module 5 development commences • Interim Program Progress Report submitted 		approved project plan
8	10 Dec 05	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 4 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 5 ready for distribution • Module 6 development commences • Module 7 development commences • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 2	As per year 2 approved project plan
9	10 Mar 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 5 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 6 ready for distribution • Module 7 ready for distribution • Module 8 development commences • Interim Program Progress Report submitted 	25% Year 2	As per year 2 approved project plan
10	10 Jun 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 6 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 ready for distribution • Module 9 development commences • Annual Module Plan – Year 3 submitted • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
11	10 Sep 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 7 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 8 delivered 	25% Year 3	As per year 3 approved project plan

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans - Opinion leader education Complete - NPS facilitator visits complete • Module 9 ready for distribution • Module 10 development commences • Interim Program Progress Report submitted 		
12	10 Dec 06	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 9 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Module 10 ready for distribution • Interim Program Progress Report submitted • Financial Report submitted 	25% Year 3	As per year 3 approved project plan
13	10 Mar 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 10 delivered - disseminated to LMO's, pharmacists and Veterans - Opinion leader education complete - NPS facilitator visits complete • Interim Program Progress Report submitted • Module 11 ready for distribution • Module 12 development continues • Module 13 development commences 	25% Year 3	As per year 3 approved project plan
14	10 Jun 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 11 delivered - disseminated to LMO's, pharmacists and Veterans • Module 12 ready for distribution • Module 13 development continues • Module 14 development commences • Module 8 Post Intervention Report submitted • Module 10 intervention Activity Report • Module 14 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • Financial Report submitted • Annual Evaluation Plan and Report submitted • DUE Report submitted • Health Outcome Report submitted 	25% Year 4	s 47
15	10 Sep 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 12 delivered 	25% Year 4	s 47

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and veterans • Module 13 ready for distribution • Module 14 development continues • Module 15 development commences • Module 9 Post Intervention Report submitted • Module 11 Intervention Activity Report submitted • Module 15 Pre Intervention (Module Plan) Report submitted • Project plan submitted (SOW 8) • Interim Program Progress Report submitted • Due Report submitted 		
16	10 Dec 07	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 13 delivered - disseminated to LMO's, pharmacists and Veterans • Module 14 ready for distribution • Module 15 development continues • Module 16 development commences • Module 10 Post Intervention Report submitted • Module 12 Intervention Activity Report submitted • Module 16 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted 	25% Year 4	s 47
17	10 Mar 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 14 delivered - disseminated to LMO's, pharmacists and Veterans • Module 15 ready for distribution • Module 16 development continues • Module 17 development commences • Module 11 Post Intervention Report submitted • Module 13 Intervention Activity Report submitted • Module 17 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 4	s 47
18	10 Jun 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 15 delivered 	25% Year 5	As per year 5

		<ul style="list-style-type: none"> - disseminated to LMO's, pharmacists and Veterans • Module 16 ready for distribution • Module 17 development continues • Module 18 development commences • Module 12 Post Intervention Report submitted • Module 14 Intervention Activity Report submitted • Module 18 Pre Intervention (Module Plan) Report submitted • Interim Program Progress Report submitted • Financial Report submitted • Annual Evaluation Plan and Report Year 5 submitted • DUE Report submitted • Health Outcome Report submitted 		approved project plan
19	10 Sep 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 16 delivered - disseminated to LMO's, pharmacists and Veterans • Module 17 ready for distribution • Module 18 development continues • Module 13 Post Intervention Report submitted • Module 15 Intervention Activity Report submitted • Interim Program Progress Report submitted • DUE Report submitted 	25% Year 5	As per year 5 approved project plan
20	10 Dec 08	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 17 delivered - disseminated to LMO's, pharmacists and Veterans • Module 18 ready for distribution • Module 14 Post Intervention Report submitted • Module 16 Intervention Activity Report submitted • Interim Program Progress Report submitted • Financial Report submitted • DUE Report submitted • Health Outcome Report submitted 	25% Year 5	As per year 5 approved project plan
21	10 Mar 09	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> • Module 18 delivered - disseminated to LMO's, pharmacists and Veterans • Module 15 Post Intervention Report submitted 	25% Year 5	As per year 5 approved project plan

		<ul style="list-style-type: none"> Module 17 Intervention Activity Report submitted Interim Program Progress Report submitted DUE Report submitted Draft Final Report submitted (10 May 09) 		
22	10 Jun 09	SOW Activities - Periodic and agreed <ul style="list-style-type: none"> Module 18 Intervention Activity Report submitted Module 16 Post Intervention Report submitted Financial Report submitted (10 Jun 09) Final Report submitted (10 Aug 09) 	Nil	As per year 5 approved project plan
CORE PROGRAM VARIABLE COSTS				
23	Quarterly	Invoiced quarterly in arrears	100% of invoice	As per agreed invoice
INNOVATIVE PROJECTS				
PhD Students				
24	Quarterly	Invoiced each quarter commencing in the quarter the student is selected	25% of annual amount in advance	s 47 per student
25	Final Payment	If the Contract terminates prior to completion of the PhD	To the end of the then program year	As per agreed invoice
Approved Innovative Projects				
26		As stated in the approved work order.		As per agreed invoice
PROJECT COMPLETION				
27	Final Payment	Final report including financials Handover of project materials	100%	As per agreed invoice

- 25 Schedule Part G(b)(6) is to be omitted and replaced with “The Contractor agrees to store, handle and process any Security Classified Information in accordance with the security standards set out in the DVA specified sections of the Protective Security Manual, updates of which will be provided to the Contractor where required.”
- 26 Schedule Part G(b)(7), omit “all material will be regularly backed up at short intervals to counter for systems failure and kept in encrypted form and only available to people authorised to a certain level of security” and replace with “All material will be regularly backed up at short intervals to counter for systems failure and stored securely off-site and only made available to people with a security classification equal to, or higher than, the classification of the information or as approved by DVA”
- 27 Schedule Part G(b)(9), replace “maintain full and non-disruptive connectivity to DVA’s IT systems, eg, appropriate firewall and internet protocols” with “maintain full and secure connectivity to DVA’s IT systems through the use of appropriate firewalls, limited File Transfer Protocol use and secure, encrypted linkage controlled by an approved third party responsible for the configuration of the linkage”.
- 28 Attachment 1 to the Services Agreement, the ‘*Statement of Work*’, is to be replaced with the following Attachment:

Attachment 1 – Statement of Work

(Clause 1.3)

1. Purpose

The purpose of this Attachment is to describe the Services to be provided by the Contractor.

2. Services

The Services to be provided under this Statement of Work include:

- Delivery of the Prescriber Intervention and Feedback Program (PFP);
- Development and delivery of innovative projects consistent with the objectives of the PFP; and
- Where approved, assist in the roll out of projects as a national implementation.

3. Prescriber Intervention and Feedback Program Services

The Contractor is to:

- Work with the Department at a strategic and operational level to deliver program objectives;
- Provide Research and program delivery services;
- Conduct regular retrospective analysis of the Department's prescription claims database (RPBS claims data held by Medicare Australia);
- Conduct regular analysis of the DVA data set, MBS claims data and hospital data;
- Utilise analytical capabilities to deliver targeted patient specific information to the individual veteran's prescriber;
- Provide LMO, veteran, or other stakeholder education material; and
- Undertake service delivery, for example LMO, veteran, or other stakeholder group education and mail out services.

PFP activities during the first year of the Contract will be primarily concerned with establishing the new service, delivery of the first prescriber feedback and education module, identification and delivery of one subsequent module, preparation of the third module and initiating the approved innovative project.

PFP activities in subsequent years of the program will be focused towards delivery of prescriber feedback and education modules, enhancements to the core program, and delivery of approved innovative projects.

PFP activities in the fourth and fifth years of the program will continue delivery of the prescriber feedback and education modules, enhancements to the core program and approved innovative projects.

The Contractor will deliver a final program evaluation report at the end of the final year of the program.

The services to be delivered during each year of the Contract are described below.

Year One of the Contract

The services are to follow a structured implementation process. Services will include:

- establishment of program management arrangements;
- establishment of sub contractor arrangements;
- establishment of Reference Groups
- conduct of an initial consultation process;
- data manipulation and analysis;
- delivery of the first PFP module;

- selection of subsequent PFP modules;
- delivery of the second PFP module;
- preparation of the third PFP module;
- delivery of the approved innovation activity and
- preparation of business cases for approved candidate projects.

3.1.1 Establish Program Management Arrangements

The Parties shall establish operational management arrangements to facilitate implementation of the Contract within 5 days of Contract execution. Initially, the operational management arrangements will comprise a project manager / liaison officer appointed by each of the Parties. The project managers / liaison officers will:

- review and monitor progress under this Contract and report thereon to the parties;
- consider and present recommendations to the Parties regarding proposed changes to this Contract;
- approve changes to plans and specifications on behalf of the Parties; and
- carry out such other functions as are set out in this Contract or agreed in writing by the parties.

Following Contract commencement the Contractor will develop a detailed project plan for the PFP providing full detail of key deliverables and milestones. The plan will be completed within twenty five (25) working days of Contract commencement and the approval / agreement process will be completed within thirty five working days (35) of Contract commencement.

The Department will promptly review the project plan when the Contractor submits it. The Contractor will accommodate any requests for alteration reasonably made by the Department in order to satisfy the requirements of this Contract.

The Department must approve the project plan when satisfied that it is consistent with the requirements of this Contract. The project plan must be approved by the date specified in the Statement of Work or, if applicable, before the expiry of any extended period which is specified in the Contract Details or which is otherwise agreed between the parties. Substantial delays in the approval process will lead to consideration of the impact on timelines and deliverables.

The Department is not required to approve the project plan if it is inconsistent with the requirements of the Contract. The Department will provide the Contractor with details as to why it considers the project plan is inconsistent with the requirements of the Contract and provide the Department with an opportunity to rectify that inconsistency prior to the date upon which approval of the project plan is due.

The agreed plan will be implemented in conjunction with the Department.

The project plan will address, but not be limited to, the following:

- Establish Contract arrangements:
 - formalise Memorandum of Agreement with consortium members, and
 - negotiate other subcontracts;
- Initial Setup:
 - equipment procurement,
 - recruit staff, and
 - negotiate data arrangements with the Department;
- Stakeholder consultation:
 - meetings with stakeholders under Departmental arrangements;
- Delivery of initial PFP modules:
 - Data analysis,
 - Module planning,
 - Module development, and

- Module delivery;
- Develop and agree on project procedures;
- Develop reporting templates;
- Initial meetings with sub-contractors;
- Establish Reference Groups;
- Safety Plan;
- Communication Plan;
- Risk Assessment and Mitigation Strategy;
- Intellectual Property Plan for the use and protection of the Parties IP; and
- Quality Plan (including Project Review Plan).

The Parties shall establish the Program Management Committee within two (2) calendar months from Contract execution. The first meeting will address the work plan for year one.

3.1.2 Establish Project Executive Committee

The Contractor will establish the Project Executive Committee within twenty (20) working days from Contract execution.

3.1.3 Establish Sub Contractor Arrangements

In addition to those subcontractors already approved and noted at Part B(d) of this Agreement, the Contractor may subcontract the work to be performed under the Contract. Such additional subcontracting will be subject to the approval of the Department. The Contractor is responsible for ensuring that any obligations which it subcontracts are performed by the subcontractor concerned. The Contractor will ensure that each subcontractor is aware of the provisions of this Contract relevant to that part of the work which the subcontractor is to perform. The Contractor will ensure that all subcontracts contain the privacy, confidentiality and protective security provisions specified in this Contract.

The Department may on reasonable grounds request withdrawal and/or replacement of any subcontractor.

The subcontractors named in the Schedule B (d) are approved for use in this project. Within twenty working days of Contract commencement the Contractor is to establish subcontractor arrangements via letter of intent with the approved subcontractors. Where agreed subcontractor arrangements cannot be established within the time period the Contractor is to advise the reasons to the Department. The Contractor is to provide the Department with copies of the subcontractor arrangements prior to the transfer of data from DVA.

The Contractor is to establish arrangements with DVA for the delivery of data. Discussions with DVA are to be initiated within ten (10) working days from Contract Execution.

3.1.4 Establish Reference Groups

The Contractor is to establish, with the assistance of DVA, the reference groups of key stakeholders (medical practitioners, veterans, other health professionals and professional organisations). The reference groups are to be provided with the opportunity for direct medical input to the Contractor and feedback to the constituency on project plans and activities.

The following groups are to be established:

- Clinical Reference group within five (5) calendar months from Contract execution;
- Practitioner Reference group, within five (5) calendar months from Contract execution; and

- Veterans Reference Group, within five (5) calendar months from Contract execution.

3.1.5 Initial Consultation Process

An initial consultation process with key stakeholders will be undertaken during the project establishment phase to inform the Contractor on the engagement of all key stakeholder groups as participants in formulating the design and content of the Program and Program materials. The process will be co-ordinated by the Department. The consultation process is to be initiated within thirty (30) working days of Contract Execution.

3.1.6 Commence data manipulation and analysis

Data cleansing and analysis are to commence within twenty (20) working days of the completion of data transfer from DVA. Following the initial delivery of data, data cleaning and analysis is to occur on a regular basis in a timely fashion to enable the development of new program modules and delivery in accordance with the agreed project plan.

3.1.7 First PFP Module

The first PFP module is to be “Medication Review” which will be based on patient risk assessment in general practice and patient safety. The Contractor is to use data which identifies veterans and links them to their primary prescribing LMO. The LMOs will be provided with a list of veteran patients and offered assistance in facilitating medication reviews in those patients that meet specific risk criteria. Prescriber educative material will be supplied as part of the module. Assistance with medication reviews is to be offered through established networks of NPS facilitators in Divisions of General Practice across Australia.

The first PFP module is to be available for distribution to identified stakeholders through agreed delivery mechanisms within six (6) months of Contract execution.

3.1.8 Second PFP Module

Identification and development of the second PFP module is to commence within six (6) months from Contract Execution and best practice material is to be available for distribution to identified stakeholders through agreed delivery mechanisms within nine (9) months of Contract Execution.

3.1.9 Select Subsequent PFP Modules

Selection of third and subsequent PFP modules is to occur in consultation between the Parties. The Contractor is to offer suggested modules within nine (9) calendar months from Contract Execution.

3.1.10 Third PFP Module

Development of the third PFP module is to commence within nine (9) months from Contract Execution and best practice material is to be available for distribution to identified stakeholders through agreed delivery mechanisms within twelve (12) months of Contract Execution.

3.1.11 PFP Module Deliverables

PFP module deliverables are described at Part D (b) of the Contract. Specific deliverables for each module will be as agreed by the Program Management Committee.

3.1.12 Innovation Activities

Innovation activities comprise strategies, approaches and processes to enhance core program delivery and innovative projects to test major new initiatives. Core program enhancements are addressed at section 4 below. The process for the

approval of new innovative projects is described at section 5, candidate projects approved for business case development are at section 6, and innovation projects approved for implementation are at section 7.

Year One Core Program Milestones and Timeframes

The conduct and delivery of Services are to conform with the provisions of Part D of the Contract.

The timeframes and key milestones for the completion of Services and / or delivery of Products are as follows:

No	ACTIVITY
1	Contract execution
2	Operational management participate in briefings to discuss project initiation activities <i>(within 3 working days of Contract Execution)</i>
3	Establish operational management arrangements to facilitate implementation of the Contract <i>(within 5 working days of Contract Execution)</i>
4	Initiate discussions with DVA for the delivery of data <i>(within ten 10 working days from Contract Execution)</i>
5	Establish the Program Management Committee <i>(within two 2 calendar months of Contract Execution)</i>
6	Establish Project Executive Committee <i>(within 20 working days from Contract Execution)</i>
7	Establish subcontractor arrangements through the exchange of letters of intent <i>(within 20 working days of Contract Execution)</i>
8	Deliver project plan <i>(within 25 working days of Contract Execution)</i>
9	Initiate initial consultation process <i>(within 30 working days of Contract Execution)</i>
10	Initiate First PFP Module <i>(within 30 working days of Contract Execution)</i>
11	Complete a risk assessment and associated risk management strategy <i>(within 30 working days of Contract Execution)</i>
12	Complete project plan approval / agreement <i>(within 35 working days of Contract Execution)</i>
13	Work plan for year one considered at first Program Management Committee meeting <i>(within 2 calendar months from Contract Execution)</i>
14	Decision on option of acquiring the existing PFP computer system <i>(within 3 calendar months from Contract Execution)</i>
15	Complete Standard Operating Procedures for the handling of sensitive material <i>(prior to the first receipt of data)</i>
16	Complete physical, system and personnel security arrangements for the transfer, storage and analysis of Departmental sensitive material <i>(prior to the first receipt of data)</i>
17	Audit of security measures <i>(prior to the first receipt of data)</i>
18	Data cleansing and analysis commences <i>(within twenty working days of the transfer of data from DVA)</i>
19	Development of the second PFP module commences <i>(within 6 months from Contract Execution)</i>
20	Establish Reference groups <i>(within 5 calendar months from Contract Execution)</i>
21	Initial data analysis is completed <i>(within 6 calendar months from the receipt of the data from DVA)</i>
22	Delivery of the First PFP Module intervention activity report <i>(within 8 calendar months from Contract Execution)</i>
23	Best practice material for the second PFP module available for distribution <i>(within 9 months of Contract Execution)</i>
24	Suggested (subsequent) PFP modules proposed <i>(within 9 calendar months from Contract Execution)</i>
25	Development of the third PFP module commences <i>(within 9 months from Contract Execution)</i>

26	Submit candidate project business case (<i>within 9 calendar months from Contract Execution</i>)
27	Best practice material for the third PFP module available for distribution (<i>within 12 months of Contract Execution</i>)
28	Program achievements and possible enhancements considered at an executive program management meeting (<i>within 11 calendar months from Contract Execution</i>)
29	Program report for year one (<i>within 11 calendar months from Contract Execution</i>)

Subsequent Years of the Contract

Services to be delivered during subsequent years will be influenced by the year one activities and outcomes and are therefore subject to confirmation. The planned deliverables are:

Deliverable	Frequency
Data Base Analysis	A minimum of four times per year
Healthcare Trends and Program Direction Advice	Ongoing
Stakeholder Education - Prescriber education material	Eighteen times within the 5-year contract period with an objective of four times per year
Stakeholder Education - Veterans' educational material	Eighteen times within the 5-year contract period with an objective of four times per year
Stakeholder Education - Other Stakeholder Education material	Eighteen times within the 5-year contract period with an objective of four times per year
Stakeholder Response Evaluation - LMO response evaluation	In conjunction with the issue of education material
Stakeholder Response Evaluation - Veteran response evaluation	In conjunction with the issue of education material
Stakeholder Response Evaluation - Other stakeholder response evaluation	In conjunction with the issue of education material
Publication of clinical studies and program outcomes	High profile and widely read professional journals to be targeted.
Health professional conferences	Objective of 2 local and 1 international conference per year.
Approved innovative projects	Undertaken in accordance with approved work orders.
Identification of candidate projects	Progressive
New deliverables	As specified in work orders.

Planning for year two deliverables is to be completed and submitted to the Program Management Committee for agreement within nine calendar months from Contract execution. Planning processes for subsequent years are to be completed three months prior to the end of the program year.

The timeframes and key milestones for the completion of Services are as follows:

ACTIVITY
Year 2 program plan submitted for approval (<i>within 9 months from Contract Execution</i>).
Subsequent years program plans submitted for approval (<i>three months prior to the end of the then current program year</i>).
Draft final program report (<i>within 30 calendar days prior to the third anniversary, the Contract commencement, or if extended the final year of the Contract</i>).
Final program report inclusive of financial statements (<i>within 60 days of the Contract End Date</i>).

Final Year of the Contract

The Contractor is to develop a plan for the disengagement from the services and program 12 months in advance of the Contract ending to ensure a smooth transition. This will include but not be limited to:

- skills transfer to Department staff or other contractors through joint training sessions;
- provision of education and communication material and manuals developed throughout the Contract period;
- provision of all articles and presentations developed throughout the Contract period;
- return of all data in a secure manner;
- conduct of debriefing sessions with key Department personnel; and
- provision of full documentation on all computer programs used in the delivery of the program including systems design.

Core Program Enhancements

The Contractor is to incorporate enhancements into the core program and evaluate and report on their success. The enhancements are only to be incorporated where it is expected that the program would benefit from their employment. The enhancements include, but are not limited to:

- Inclusion and linkage of RPBS data with MBS, hospital data and GP desktop data.
- Integration with existing QUM programs with established funded QUM services.
- Employment of an extended range of feedback mechanisms such as print, mail out, case-based discussion, and seminars.
- Hospital and community pharmacists will receive information in conjunction with core professional communication material.
- Utilisation of specific reference groups in the development of communication and feedback strategies.
- Prescribers provided with additional feedback material such as results of analyses of prescribing data and academic detailing.
- Provision of multidisciplinary case study sessions to LMOs, pharmacists and nurses in conjunction with the Divisions of General Practice in selected regions.
- Matching the delivery mechanism of prescriber education material to prescriber preference.
- Tailoring the education message to veterans and carers recognising the unique impact of visual, hearing, mobility and cognitive impairment factors.
- Identification to LMOs of veterans in Residential Aged Care Facilities.
- Qualitative research with LMOs, pharmacists, veterans and other stakeholders to assist with exploration of quality improvements to the core program.

4. Innovative Projects and Additional Work

From time to time, the Department may request the Contractor to conduct innovative projects or undertake other services in conjunction with delivery of the core program.

Innovative “candidate” projects or additional services might be suggested by either the Department or the Contractor.

Details of innovative projects approved on Contract execution and the work to be undertaken are provided at paragraph 7 below. Unless otherwise agreed by the Parties in writing, innovative projects will be initiated, conducted and delivered in accordance with the procedures and requirements described below. The conduct of additional services are to be agreed between the Parties and are subject to the issue of a work order.

Candidate Project Briefs

An innovative “candidate” project may be identified by either the Department or the Contractor but project briefs and business cases will primarily be prepared by the Contractor.

A candidate project brief is prepared in accordance with the template at Attachment 2 and presented to the Program Management Committee for consideration. The Program Management Committee will determine if the proposal should proceed to the development of a candidate project business case.

Business Case

Development of a business case is dependent on approval of a candidate project brief. A business case is prepared in accordance with the template at Attachment 3 and presented to the Program Management Committee for consideration. The Program Management Committee will decide if a project will be initiated.

Where a business case is approved, the Department may issue a Work Order in the format of the template at Attachment 4.

There is to be no expectation of the timeliness with which the Department will issue a work order, or indeed, that the Department will issue a work order at all.

National Roll Out of Innovative Projects

Where an innovative project is considered to be successful, or where a candidate brief has been approved, a business case for a national roll out may be submitted. National roll out of an innovative project is dependent upon the issue of a work order.

Work Order

The issue of a work order is dependent on approval by the Department delegate.

5. Approved Candidate Projects

The following business cases for candidate projects have been approved in principle:

- Aged Care Facilities Innovation
- IT Innovation

Implementation of these candidate projects is subject to further negotiation and is dependent on approval by the Department.

6. Approved Innovative Projects

PhD Scholarships

Funds to enable the completion of two PhD scholarships to the value of \$35,000 per scholarship per year may be funded during the five-year period of the Contract, for a maximum of three years per scholarship. The graduate scholars will be located within approved project initiatives and the topics will be set in consultation with the Department. The students will not replace key research staff, but they will provide a steady stream of high quality publications to disseminate learnings, as well as establish a critical mass of highly qualified individuals who are expert in this area.

Conditions governing award and operation of the scholarship are:

- The Contractor is to propose graduate students who have potential to contribute to veteran well being and the conduct of an innovative project;
- Nominations for the first scholarships are to be provided to the Department within two (2) calendar months from Contract execution, or in the event of a replacement candidate, as soon as possible after identification of the person;
- The Contractor is to supervise the work of the graduate student;

- A report on the progress of the research is to be provided to the Department every four months;
- The research is to be completed within three years from commencement of the PhD enrolment;
- Topics of PhD theses will be approved and agreed between the Parties.

7. Scholarship Milestones and Timeframes

The timeframes and key milestones for the PhD scholarships are:

ACTIVITY
Nomination of students for initial PhD scholarships (<i>within 2 calendar months of Contract Execution</i>)
Research progress report every 4 calendar months from scholarship allocation
Research to be completed and report produced within 36 calendar months of scholarship allocation

- 29 Attachment 6 to the Services Agreement, the '*Contract Management Plan*', is to be replaced with the following Attachment:

Attachment 6 – Contract Management Plan

1. Purpose

The parties have a shared responsibility to develop a relationship which will facilitate the successful delivery of the PFP and enhance the quality of life for veterans through the provision of medicines advice and therapeutics information services to health professionals and veterans.

This document provides a framework to assist both parties manage this relationship to achieve the desired goal.

2. Background

DVA has a duty of care to veterans and takes pride in the programs it provides to promote best possible health outcomes for veterans. The University of South Australia, including the Quality Use of Medicines and Pharmacy Research Centre and its consortium members, have a reputation for the development and delivery of evidence-based innovations in health care programs.

The Contractor will work closely with DVA to enhance and strengthen capacity to deliver the PFP.

3. Principles

In order to establish and maintain this relationship to enable the delivery of best practice medication management services to veterans, we will:

- establish open and trusting communication;
- maintain a collaborative approach to problem solving;
- provide transparency in all project activities;
- establish frequent, informative and constructive communication;
- treat all participants in a respectful and courteous manner; and
- mutually recognise the wealth and uniqueness of experience in working with veterans and medication use issues brought to the table by both parties.

4. Mechanisms

These principles will guide our work within the formal and informal structures established within the program and project team.

5. Formal communication structures

Program Management Committee

This Committee provides the mechanism to connect at a high level key DVA and Contractor project team leaders to provide governance, oversight and advice to the project.

Operational Management

Operational management meetings provide a forum for discussion of project issues between DVA's Director, Medication Management Section, and the Contractor's Project Manager. Frequent communication will be promoted through face-to-face meetings, telephone conversations and e-mails.

Committee Involvement

The Contractor's project team leaders will actively participate in DVA's advisory group, such as the Editorial Committee, to provide feedback on the project activities.

The Contractor welcomes DVA's similar participation in the structures established by the Contractor to enable us to benefit from their experience and knowledge in terms of delivery of the PFP.

Reporting

Scheduled reporting provides a mechanism for a systematic sustained record of project activities.

6. Informal Communication Mechanisms

The established rapport between the Director of the Medication Management Section and the Contractor's Project Director will be carried forward into this project. Similarly on an operational level the Project Liaison Officer and the Project Coordinator will work closely together building upon the open and honest communication established during the pre contract phase.

While our preferred mode of communication is either face-to-face or via telephone, regular informal e-mail contact will also be established.

Both DVA and the Contractor will work to maintain the excellent relationships with the veteran and healthcare provider community, inviting feedback from all stakeholders.

7. Maintaining Positive Relationships

The close working relationship developed through the formal and informal mechanisms outlined above, will ensure that any points of divergence that arise can be dealt with in an open and honest fashion. It is important to note that formal dispute resolution mechanisms are in place as part of the Contractor's best practice approach to project management. However, it is anticipated that these will not be required.

DVA and the Contractor recognise their responsibilities to deliver quality programs which respect the contribution veterans have made to the Australian way of life. The University of South Australia understands its responsibility to maintain and enhance the reputation of DVA nationally and internationally as a provider of quality services to veterans.

It is also understood that a key strategic direction for DVA is to develop services to ensure an enhanced quality of life for its increasingly frail veterans and their dependants.

8. Outcomes

The outcomes DVA will receive over the 5 years of the contract period will include:

- production of eighteen quality therapeutics education modules tailored to the needs of LMO's and pharmacists who care for veterans in their practices;
- production of eighteen quality medication advice modules tailored to the needs of veterans;
- delivery of the therapeutics educational modules to LMO's and pharmacists using evidence-based CPE methods. Each module will be delivered using mail outs enhanced for targeted participants through educational visits, and/or opinion leader forums;
- delivery of medication advice modules to veterans using mail-outs

- evaluation of each therapeutic education and medication advice module using feedback from health professionals and veterans, DVA data, health outcome measures and economic analysis;
- reports which provide detail of all aspects of each module development, delivery and evaluation. The reports will also include all materials developed for the module;
- submission to DVA, articles for publication and papers for presentations for their inspection and if satisfactory, their approval for use;
- a continuous scan of all available data to provide DVA with regular reports on medication use issues for veterans as well as providing information which may guide service delivery decisions;
- preparation and submission to DVA of proposals for new service delivery and support systems which will provide better health care for veterans; and
- provision of opportunities for DVA to commercialise the knowledge of evidence-based best practice models to organisations interested in delivery of services to people with chronic conditions, aged care and vulnerable groups.

Overall, it is our goal to work with DVA to develop a quality program which will maintain and enhance DVA's reputation as a recognised national and international leader in health care delivery to veterans.

Interpretation

To the extent applicable, the terms and conditions of the Services Agreement, including defined terms, apply to this Deed of Variation.

THIS DOCUMENT IS EXECUTED AS A DEED.

**Signed, Sealed and Delivered for and on
behalf of:**

University of South Australia

by:

s 47F

University of South Australia

Signature and date:

s 47F 06/06/2007

Witnessed by:

[Print name of witness] **s 47F**

s 47F

Signature and date:

06/06/2007

**Signed, Sealed and Delivered for and on
behalf of:**

The Commonwealth of Australia, the
Repatriation Commission and the Military
Rehabilitation and Compensation
Commission

by:

Richard **s 47F**

National Manager

Primary Care Policy Group

Signature and date:

s 47F 7/6/07

Witnessed by:

[Print name of witness]

s 47F
Elizabeth

s 47F

Signature and date

7/06/2007

PRIVACY COLLECTION NOTICE

Veterans' Medicines Advice and Therapeutics Education Services (Veterans' MATES) Program

The Department of Veterans' Affairs is committed to ensuring personal information provided for the Veterans' MATES program is handled in accordance with the *Privacy Act 1988 (Cth)* (Privacy Act).

Who is collecting your personal information?

Your personal information is being collected by the Commonwealth of Australia, represented by the Department of Veterans' Affairs (ABN 23 964 290 824) ('Us', 'We', 'Our').

Why is your personal information being collected?

Your personal information is being collected to enable us to develop and deliver you with personalised, effective health and wellbeing information, resources, advice and support that is tailored to your personal specific health care needs and circumstances and aims to:

- improve your use of medicines (reducing the use of unnecessary medicines; increasing the use of under-utilised medicines, reducing adverse medicine events) and
- improve your use of related health services.

Your data is also de-identified and aggregated into broader medicines-based data that is used to inform our health policies, practices and research about medicine prescribing and use in the Australian veteran population.

If you do not want your information to be used for this purpose please email us at:

privacy.enquiries@dva.gov.au or go to www.dva.gov.au/general-enquiries and follow the prompts to send us a message.

How will we manage your personal information?

Your personal information is managed under a strict data management plan and maintained in a secure purpose built environment to store DVA Data (within Australia) that provides appropriate data access arrangements. Access is to appropriately security-cleared personnel only and in compliance with relevant Commonwealth and DVA security requirements. This information is for use by the Veterans' MATES program only and is not authorised for use for any other purpose.

What personal information is being collected?

Your personal information that is being collected for use in the program is our health claims data and includes:

- Name
- Date of birth
- DVA reference number
- Applicable health conditions
- Hospital procedures
- Pharmacy, medical and allied health records including doctor visits, radiology, pharmaceutical and pathology claims.

This health claims data is routinely collected by us for verification and financial reconciliation of healthcare costs of our clients that we are liable to pay through the following legislation:

- [Veterans' Entitlements Act 1986](#) (VEA)
- [Safety, Rehabilitation and Compensation \(Defence-related Claims\) Act 1988](#) (DRCA)
- [Military Rehabilitation and Compensation Act 2004](#) (MRCA)

We then disclose and use this information in the Veterans' MATES program to offer a service that gives you and your healthcare team the most up-to-date health and medicines information.

Who will we disclose your personal information to?

We will disclose your personal information to the University of South Australia, who is our contracted supplier to deliver the Veterans' MATES program on our behalf. It is the University of South Australia who analyse the health claims data and develop and deliver the health and wellbeing information to you and your doctor.

You are able to withdraw yourself from this program at any time by contacting us on **1800 VETERAN** (1800 838 372), using the prompt 'Veterans' MATES'.

What will happen if we don't collect your personal information?

If we don't disclose and use your personal information in this way:

- you will not receive the personalised health and wellbeing information, resources, advice and support provided through Veterans' MATES; and
- your information will not be aggregated into the medicines-based data that is used to inform our health policies, practices and research about medicine prescribing and use in the Australian veteran population.

Our Privacy Policy

You can find out more about accessing and/or correcting your personal information with us, making a complaint and about our approach to managing personal information via our privacy policy which you can find at www.dva.gov.au/privacy-policy. For information about our privacy policy, please contact:

Information.Law@dva.gov.au.

If you have any questions about the collection of your personal information in accordance with this privacy collection notice, please contact: privacy.enquiries@dva.gov.au.

Your **Repatriation Health Card – For All Conditions** within Australia (gold card), enables you to access health care and associated services for all your health care needs within Australia. The Department of Veterans' Affairs (DVA) has arrangements with registered health care providers to provide you with a comprehensive range of medical, hospital, pharmaceutical, dental and allied health services, along with travel assistance to and from the health care facilities where you are receiving treatment within Australia. Your card contains a magnetic stripe which has been encoded with the following details: your name, file number and card type (e.g. gold).

When do I use my gold card?

Please ensure you present your gold card whenever you receive medical and/or other health treatment including pharmaceuticals within Australia.

Will I be charged for treatment?

Generally, your health care provider will invoice DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include certain high cost dental and home care services, optical items and pharmaceuticals where you pay a fee for each prescription (up to the Medicare Safety Net level).

Before using your gold card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old gold card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Do I have to get approval before receiving treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients. If you are travelling overseas, the card covers the cost of treatment for your accepted disabilities only. Please contact DVA **BEFORE** you travel.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to the following parties:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit www.dva.gov/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254
VAN Network; 1300 551 918

POST: PO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.

Your **Repatriation Health Card – Totally & Permanently Incapacitated** (gold card), enables you to access health care and associated services for all your health care needs within Australia. The Department of Veterans' Affairs (DVA) has arrangements with registered health care providers to provide you with a comprehensive range of medical, hospital, pharmaceutical, dental and allied health services, along with travel assistance to and from the health care facilities where you are receiving treatment within Australia. Your card contains a magnetic stripe which has been encoded with the following details: your name, file number and card type (e.g. gold).

When do I use my gold card?

Please ensure you present your gold card whenever you receive medical and/or other health treatment including pharmaceuticals within Australia.

Will I be charged for treatment?

Generally, your health care provider will invoice DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include certain high cost dental and home care services, optical items and pharmaceuticals where you pay a fee for each prescription (up to the Medicare Safety Net level).

Before using your gold card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old gold card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Do I have to get approval before receiving treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients. If you are travelling overseas, the card covers the cost of treatment for your accepted disabilities only. Please contact DVA **BEFORE** you travel.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to the following parties:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit www.dva.gov/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254
VAN Network; 1300 551 918

POST: PO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.

Your **Repatriation Health Card – For Specific Conditions** within Australia (white card), enables you to access health care and associated services for war or service related conditions that have been accepted by the Department.

When do I use my white card?

Please ensure you present your white card whenever you receive medical and/or other health treatment including pharmaceuticals that relate to your specific condition/s within Australia.

Will I be charged for treatment?

Generally, your health care provider will invoice DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include certain high cost dental and home care services, optical items and pharmaceuticals where you pay a fee for each prescription (up to the Medicare Safety Net level).

Before using your white card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old white card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Does my doctor have to get approval before providing treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients. If you are travelling overseas, the card covers the cost of treatment for your accepted disabilities only. Please contact DVA **BEFORE** you travel.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to the following parties:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit www.dva.gov/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254
VAN Network; 1300 551 918

POST: PO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.

Your **Repatriation Pharmaceutical Benefits Card** (orange card) enables you to access the extended range of medicines and other items (eg wound dressings) listed on the Repatriation Pharmaceuticals Benefits Scheme (RPBS), at the concessional rate. Your card contains a magnetic stripe which has been encoded with the following details: your name, file number and card type (e.g. orange).

When do I use my orange Card?

Please ensure you present your orange card to your doctor, medical specialist, dentist and pharmacist whenever you have medicines prescribed and dispensed.

Will I be charged for my prescriptions?

You will pay a co-payment for your medicines at a concessional rate for each prescription item up to the safety net limit. When the safety net limit is reached, there are no further co-payment charges for prescribed items for that calendar year.

Before using your orange card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old orange card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Which card should I use if I have both an ORANGE Card and WHITE Card?

Your white card entitles you to treatment as well as medicines associated with your accepted conditions. If you are being treated for an accepted condition you should present your WHITE card to your doctor or pharmacist. For all other prescribed items use your ORANGE card.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you need prescribed items within Australia, present your orange card along with your prescription to any pharmacy.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to the following parties:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit www.dva.gov/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254
VAN Network; 1300 551 918

Non-metropolitan callers; 1800 555 254

POST: PO Box 9998 in your capital city

E-MAIL: GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.



Australian Government
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«ADRN»

«ADR1»

«ADR2»

«ADR3»

«ADR4»

Here is your Veteran Gold Card

You can use this card to access clinically needed medical treatment in Australia, including:

- Hospital or day procedure treatment
- Allied health treatment
- GP or specialist treatment
- Some dental and optical treatment
- Medications at the concession rate
- Community nursing
- Pathology and medical imaging.

You may also be eligible for certain other services and support, such as:

- Counselling
- Home help and care services
- Travel to and from medical appointments
- Medical aids, equipment and modifications.

How to use your Veteran Gold Card

Show your card whenever you visit your health care provider. Medical treatment is usually covered by DVA if you see a provider who accepts your Gold Card. We may need to approve some services before you receive them. Go to www.dva.gov.au/gold-card for more information.

What you need to do

- Check the card details on the front and if they are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.
- If the card details are correct, read the conditions of use on the back of the card and sign in the space provided. You can now start using your Gold Card.
- Destroy your old card if you have one.

Using your card when travelling

You can use your Gold Card anywhere in Australia.

You cannot use your Gold Card overseas. You may make a claim for medical expenses you paid for while overseas but only for DVA-accepted conditions and if a medical professional has assessed there was a clinical need. We cannot guarantee that all claims will be paid so it is important to read the conditions at www.dva.gov.au/OS-medical before you leave.

What you need to know

- Your card is only for you and cannot be used by your family members.
- Your Gold Card's expiry date is shown on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- Please let us know if your address or other contact details change.
- Please let us know if your card is lost or stolen.
- If your card is damaged, you can order a new one online through DVA's MyService or by calling us on 1800 VETERAN (1800 838 372).

If you have any questions about your Gold Card

Go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also phone 1800 VETERAN (1800 838 372) and say 'Gold Card' when we ask why you are calling. Or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

Open Arms Veterans & Families Counselling

Current and ex-serving ADF members and their families can call Open Arms on 1800 011 046 or go to www.OpenArms.gov.au for 24-hour free and confidential counselling and support.

Your personal information

The privacy and security of your personal information is important to us, and is protected by law. We need to collect, use and disclose information generated from using your DVA Veteran Card to administer and process treatment and payments, and to provide services to you. We may also use or disclose this personal information for public health purposes such as research and investigations, or to improve the wellbeing, treatment, services and outcomes for veterans.

By using this DVA Veteran Card you consent to us collecting, using and disclosing information about its use. You also acknowledge DVA may disclose your personal information to third parties, including Services Australia and medical and health professionals, in accordance with our privacy policy.

If you have no objections to your personal information being used for research or other public health purposes, you do not need to do anything. We will continue to collect, use and disclose your personal information based on an understanding that you do not object.

If you do object to your personal information being used for these purposes, please email us at privacy.enquiries@dva.gov.au or go to www.dva.gov.au/general-enquiries and follow the prompts to send us a message. You can also ask your delegate or nominated contact (if you have one) to call or write to us.

Go to www.dva.gov.au/privacy to see DVA's privacy policy.



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«ADR3»

«ADR4»

Here is your Veteran Orange Card

You can use this card to access prescription medicines, wound care items and nutritional supplements at a concession rate at pharmacies in Australia.

When buying prescription items, you will need to pay the concessional rate for each one until you reach your Safety Net Threshold for the calendar year.

If you choose a non-generic brand, you may need to pay an additional amount. Talk to your pharmacist to find out more about the cost of different medicines.

The Orange Card cannot be used for medical or other healthcare treatment.

How to use your Veteran Orange Card

When you visit your doctor for a prescription, show your Orange Card so they can prescribe for you through the Repatriation Pharmaceutical Benefits Scheme (RPBS).

You also need to show your Orange Card when you take your prescription to the pharmacy. If you do not show your card, you may be charged more and the purchase may not count towards your RPBS Safety Net Threshold.

What you need to do

Before using your card, check the personal details on the front.

- If the card details are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.
- If the card details are correct, read the conditions of use on the back of the card and sign in the space provided. You can now start using your Orange Card.
- Destroy your old card if you have one.

Using your card when travelling

You can only use your Orange Card in Australia. Your card cannot be used when you are travelling overseas.

What you need to know

- Your card is only for you and cannot be used by your family members.
- Your Orange Card's expiry date is shown on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- Please let us know if your address or other contact details change.
- Please let us know if your card is lost or stolen.
- If your card is damaged, you can order a new one online through DVA's MyService or by calling us on 1800 VETERAN (1800 838 372).

If you have any questions about your Orange Card

Go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also phone 1800 VETERAN (1800 838 372) and say 'Orange Card' when we ask why you are calling. Or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

If you need help or support

Call us on 1800 VETERAN (1800 838 372) or go to our homepage at www.dva.gov.au for information about counselling and support services you can access if needed.

Your personal information

The privacy and security of your personal information is important to us, and is protected by law. We need to collect, use and disclose information generated from using your DVA Veteran Card to administer and process treatment and payments, and to provide services to you. We may also use or disclose this personal information for public health purposes such as research and investigations, or to improve the wellbeing, treatment, services and outcomes for veterans.

By using this DVA Veteran Card you consent to us collecting, using and disclosing information about its use. You also acknowledge DVA may disclose your personal information to third parties, including Services Australia and medical and health professionals, in accordance with our privacy policy.

If you have no objections to your personal information being used for research or other public health purposes, you do not need to do anything. We will continue to collect, use and disclose your personal information based on an understanding that you do not object.

If you do object to your personal information being used for these purposes, please email us at privacy.enquiries@dva.gov.au or go to www.dva.gov.au/general-enquiries and follow the prompts to send us a message. You can also ask your delegate or nominated contact (if you have one) to call or write to us.

Go to www.dva.gov.au/privacy to see DVA's privacy policy.



Australian Government
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«ADR2»

«ADR3»

«ADR4»



Here is your Veteran White Card

The Veteran White Card covers you for clinically needed medical treatment in Australia for your DVA-accepted service-related injuries or conditions. This may include:

- Hospital or day procedure treatment
- Allied health treatment
- GP or specialist treatment
- Some dental and optical treatment
- Medications at the concession rate
- Community nursing
- Pathology and medical imaging

You may also be eligible for certain other services and support for your conditions, including:

- Travel to and from medical appointments
- Medical aids, equipment and modifications
- Counselling
- Home help and care services

The Veteran White Card will also cover treatment for mental-health conditions by a mental-health provider for veterans with continuous full-time service and certain reserve service. It may also cover treatment for cancer (malignant neoplasm) and pulmonary tuberculosis in specific situations. Call us or go to www.dva.gov.au/NLHC-treatment for more information.

What you need to do

Check the personal details on the front of your card. If they are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.

If the card details are correct, read the conditions of use on the back and sign in the space provided. You can now start using your card. Destroy your old card if you have one.

How to use your White Card

Show your card whenever you visit a healthcare provider for the conditions it covers. Medical treatment is usually covered by DVA if the provider accepts your White Card.

We may need to approve some services before you receive them. Go to www.dva.gov.au/white-card for more information.

Using your card when travelling

You can use your White Card anywhere in Australia for DVA-accepted conditions it covers.

You cannot use your White Card overseas. You may make a claim for medical expenses you paid for while overseas but only for DVA-accepted conditions and if a medical professional has assessed there was a clinical need. We cannot guarantee that all claims will be paid so it is important to read the conditions at www.dva.gov.au/OS-medical before you leave.

What you need to know

- Your card is only for you and cannot be used by your family members.
- Your White Card's expiry date is on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- Please let us know if your address or other contact details change.
- Please let us know if your card is lost or stolen.
- If your card is damaged, you can order a new one online through DVA's MyService or by calling us on 1800 VETERAN (1800 838 372).
- We will contact you if your circumstances and eligibility for the White Card change.

If you have any questions about your White Card

Go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also phone 1800 VETERAN (1800 838 372) and say 'White Card' when we ask why you are calling. Or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

If you need counselling or support

Current and ex-serving ADF members and their families can call Open Arms Veterans & Families Counselling on 1800 011 046 or go to www.OpenArms.gov.au for 24-hour free and confidential counselling and support. If you aren't a current or ex-serving ADF member, you can call 1800 VETERAN (1800 838 372) or go to the www.dva.gov.au homepage to find more services.

Your personal information

The privacy and security of your personal information is important to us and is protected by law. We need to collect, use and disclose information generated from using your DVA Veteran Card to administer and process treatment and payments, and to provide services to you. We may also use or disclose this personal information for public health purposes such as research and investigations, or to improve the wellbeing, treatment, services and outcomes for veterans.

By using this DVA Veteran Card you consent to us collecting, using and disclosing information about its use. You also acknowledge DVA may disclose your personal information to third parties, including Services Australia and medical and health professionals, in accordance with our privacy policy.

If you have no objections to your personal information being used for research or other public health purposes, you do not need to do anything. We will continue to collect, use and disclose your personal information based on an understanding that you do not object.

If you do object to your personal information being used for these purposes, please email us at privacy.enquiries@dva.gov.au or go to www.dva.gov.au/general-enquiries and follow the prompts to send us a message. You can also ask your delegate or nominated contact (if you have one) to call or write to us.

Go to www.dva.gov.au/privacy to see DVA's privacy policy.



Australian Government

Department of Veterans' Affairs



DISSEMINATION CATEGORY (USED)

«ADRN»

«ADR1»

«ADR2»

«ADR3»

«ADR4»

Approved
H. West

Here is your TPI Veteran Gold Card

You can use this card to access clinically needed medical treatment in Australia, including:

- Hospital or day procedure treatment
- Allied health treatment
- GP or specialist treatment
- ~~Some dental and optical treatment~~
- Medications at the concession rate
- Community nursing
- Pathology and medical imaging.

You may also be eligible for certain other services and support, such as:

- Counselling
- Home help and care services
- Travel to and from medical appointments
- Medical aids, equipment and modifications.

How to use your Gold Card

Show your card whenever you visit your health care provider. Medical treatment is usually covered by DVA if you see a provider who accepts your Gold Card. We may need to approve some services before you receive them. Go to www.dva.gov.au/gold-card for more information.

What you need to do

- Check the card details on the front and if they are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.
- If the card details are correct, read the conditions of use on the back of the card and sign in the space provided. You can now start using your Gold Card.
- Destroy your old card if you have one.

Using your card when travelling

You can use your Gold Card anywhere in Australia.

You cannot use your Gold Card overseas. You may make a claim for medical expenses you paid for while overseas but only for DVA-accepted conditions and if a medical professional has assessed there was a clinical need. We cannot guarantee that all claims will be paid so it is important to read the conditions at www.dva.gov.au/OS-medical before you leave.

What you need to know

- Your card is only for you and cannot be used by your family members.
- Your Gold Card's expiry date is shown on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- Please let us know if your address or other contact details change.
- Please let us know if your card is lost or stolen.
- If your card is damaged, you can order a new one online through DVA's MyService or by calling us on 1800 VETERAN (1800 838 372).

If you have any questions about your Gold Card

Go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also phone 1800 VETERAN (1800 838 372) and say 'Gold Card' when we ask why you are calling. Or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

Open Arms Veterans & Families Counselling

Current and ex-serving ADF members and their families can call Open Arms on 1800 011 046 or go to www.OpenArms.gov.au for 24-hour free and confidential counselling and support.

Your personal information

The privacy and security of your personal information is important to us, and is protected by law. We need to collect, use and disclose information generated from using your DVA Veteran Card to administer and process treatment and payments, and to provide services to you. We may also use or disclose this personal information for public health purposes such as research and investigations, or to improve the wellbeing, treatment, services and outcomes for veterans.

By using this DVA Veteran Card you consent to us collecting, using and disclosing information about its use. You also acknowledge DVA may disclose your personal information to third parties, including Services Australia and medical and health professionals, in accordance with our privacy policy.

If you have no objections to your personal information being used for research or other public health purposes, you do not need to do anything. We will continue to collect, use and disclose your personal information based on an understanding that you do not object.

If you do object to your personal information being used for these purposes, please email us at privacy.enquiries@dva.gov.au or go to www.dva.gov.au/general-enquiries and follow the prompts to send us a message. You can also ask your delegate or nominated contact (if you have one) to call or write to us.

Go to www.dva.gov.au/privacy to see DVA's privacy policy.

VAN Office Locations

Local Veterans' Affairs Network (VAN) Office

1300 55 1918

Canberra ACT
10 Moore Street, Canberra City
Telephone: (02) 6225 4600

Townsville QLD
150 Walker Street
Telephone: (07) 4722 3333

Gosford NSW
Suite 1, 250 Mann Street
Telephone: (02) 4323 4945

Adelaide SA
Blackburn House, 199 Grenfell Street
Telephone: (08) 8290 0403

Lismore NSW
Office 6, Level 1, Conway Court
Molesworth Street (opposite Memorial Baths)
Telephone: (02) 6622 4481

Hobart Tas
21 Kirksway Place, Battery Point
Telephone: (03) 6221 6628

Newcastle NSW
Ground floor, 6 Auckland Street, Newcastle West
Telephone: (02) 4926 2733

Bairnsdale VIC
49 McCulloch Street
Telephone: (03) 5153 1120

Parramatta NSW
Shop 3, The Octagon Centre, 99 Phillip Street
Telephone: (02) 9893 9892

Ballarat VIC
12 Dawson Street South
Telephone: (03) 5331 3844

Sydney NSW
1st floor, Tower B, Centennial Plaza
280 Elizabeth Street, Surry Hills
Telephone: (02) 9213 7900

Frankston VIC
Suite 2, Level 1, 54-58 Wells Street
Telephone: (03) 9783 7312

Tweed Heads NSW
Shop 45, Centro Tweed, Cnr Wharf & Bay Streets
Telephone: (07) 5536 2933

Geelong VIC
200 Malop Street
Telephone: (03) 5221 8963

Wollongong NSW
Commonwealth Offices, 43 Burelli Street
Telephone: (02) 4298 9992

Melbourne VIC
300 Latrobe Street
Telephone: (03) 9284 6221

Darwin NT
Civic Plaza, Ground Floor
2 Chung Wah Terrace, Palmerston
Telephone: (08) 8935 1444

Morwell VIC
10 George Street
Telephone: (03) 5133 0177

Brisbane QLD
259 Queen Street
Telephone: (07) 3223 8475

Warrnambool VIC
1/rear 76 Henna Street
Telephone: (03) 5562 9900

Gold Coast QLD
12 Short Street, Southport
Telephone: (07) 5571 1549

Wodonga VIC
81 Hume Street
Telephone: (02) 6056 4321

Sunshine Coast QLD
129 Horton Parade, Maroochydore
Telephone: (07) 5479 5112

Perth WA
AMP Building, 140 St George's Terrace
Telephone: (08) 9366 8444

Toowoomba QLD
99 Russell Street
Telephone: (07) 4638 1555

In addition to the above VAN offices, DVA also has a number of contracted service sites, for more details ring 1300 55 1918 to connect with your nearest VAN office.



Australian Government
Department of Veterans' Affairs

Your **Repatriation Health Card** identifies you as being eligible for health care and services through arrangements the Repatriation Commission has with registered health care providers.

By using this card the person named consents to disclosure to DVA of the details of any information relating to benefits obtained and financial information associated with its use and warrants that any services claimed for that use have been provided.

Before using your Repatriation Health Card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please send the card and corrections to the Department's State Office at PO BOX 9940 in your capital city. A correct replacement card will be sent to you.
- **READ** carefully the conditions of use printed on the back of the card and the instructions in the enclosed leaflet.
- Your card contains a magnetic strip which has been encoded with the card details.
- **SIGN** the card in the space provided on the back of the card.

Please cut up and destroy your old Gold or White Repatriation Health Card and commence using your new card.

Other Departmental information on health care and services is available from your nearest Departmental State Office located in your capital city.

Please let us know immediately if you change your address or LOSE your card

This is your Repatriation Health Card

Your **Repatriation Health Card – Totally & Permanently Incapacitated** (gold card), enables you to access health care and associated services for all your health care needs within Australia. The Department of Veterans' Affairs (DVA) has arrangements with registered health care providers to provide you with a comprehensive range of medical, hospital, pharmaceutical, dental and allied health services, along with travel assistance to and from the health care facilities where you are receiving treatment within Australia. Your card contains a magnetic stripe which has been encoded with the following details: your name, file number and card type (e.g. gold).

When do I use my gold card?

Please ensure you present your gold card whenever you receive medical and/or other health treatment including pharmaceuticals within Australia.

Will I be charged for treatment?

Generally, your health care provider will invoice DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include certain high cost dental and home care services, optical items and pharmaceuticals where you pay a fee for each prescription (up to the Medicare Safety Net level).

Before using your gold card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old gold card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Do I have to get approval before receiving treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients. If you are travelling overseas, the card covers the cost of treatment for your accepted disabilities only. Please contact DVA **BEFORE** you travel.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to the following parties:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit www.dva.gov/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254
VAN Network; 1300 551 918

POST: GPO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.

Your **Repatriation Health Card – For All Conditions** within Australia (gold card), enables you to access health care and associated services for all your health care needs within Australia. The Department of Veterans' Affairs (DVA) has arrangements with registered health care providers to provide you with a comprehensive range of medical, hospital, pharmaceutical, dental and allied health services, along with travel assistance to and from the health care facilities where you are receiving treatment within Australia. Your card contains a magnetic stripe which has been encoded with the following details: your name, file number and card type (e.g. gold).

When do I use my gold card?

Please ensure you present your gold card whenever you receive medical and/or other health treatment including pharmaceuticals within Australia.

Will I be charged for treatment?

Generally, your health care provider will invoice DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include certain high cost dental and home care services, optical items and pharmaceuticals where you pay a fee for each prescription (up to the Medicare Safety Net level).

Before using your gold card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
 - **SIGN** the card on the space provided on the back of the card.
 - **READ** the conditions of use printed on the back of the card and the information contained over the page.
- If all of your details are correct please cut up and destroy your old gold card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Do I have to get approval before receiving treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients. If you are travelling overseas, the card covers the cost of treatment for your accepted disabilities only. Please contact DVA **BEFORE** you travel.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to the following parties:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit www.dva.gov/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254
VAN Network; 1300 551 918

POST: GPO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.

Your **Repatriation Health Card – For Specific Conditions** within Australia (white card), enables you to access health care and associated services for:

- war or service related conditions that have been accepted by the Department; and/or
- other specific conditions accepted by the Department under Non-Liability Health Care arrangements.

When do I use my white card?

Please ensure you present your white card whenever you receive medical and/or other health treatment in Australia including pharmaceuticals that relate to your specific condition/s.

Will I be charged for treatment?

Generally, your health care provider will invoice DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include certain high cost dental and home care services, optical items and pharmaceuticals where you pay a fee for each prescription (up to the Medicare Safety Net level).

Before using your white card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old white card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Does my doctor have to get approval before providing treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. **If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients.** If you are travelling overseas, the card covers the cost of treatment for your accepted disabilities only. Please contact DVA **BEFORE** you travel.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to other parties, including the following:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit www.dva.gov.au/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254

POST: PO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local **Veterans' Access Network** (VAN) or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.

Your **Repatriation Health Card – for Specific Conditions** (white card), enables you to access health care and associated services for:

- war or service related conditions that have been accepted by the Department; and/or
- other specific conditions accepted by the Department under Non-Liability Health Care arrangements.

When do I use my white card?

Please ensure you present your white card whenever you receive medical and/or other health treatment in Australia including pharmaceuticals that relate to your specific condition/s.

Will I be charged for treatment?

Generally, your health care provider will invoice DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include certain high cost dental and home care services, optical items and pharmaceuticals where you pay a fee for each prescription (up to the Medicare Safety Net level).

Before using your white card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veterans' Affairs GPO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old white card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

Does my doctor have to get approval before providing treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use it once your eligibility has changed and DVA has requested the card to be destroyed. A breach of the use of the terms and conditions of your card could result in DVA seeking to recover costs incurred. Please be aware that entitlement to your card cannot be passed to your spouse in the event of your death.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients. If you are travelling overseas, the card covers the cost of treatment for your accepted disabilities only. Please contact DVA **BEFORE** you travel.

Sharing your information with others

By using this card, you consent to DVA collecting information regarding the details of any treatment, treatment related services and financial information associated with the card's use and acknowledge that your personal information may be used by DVA, collected from or provided to other parties, including the following:

- the Australian Government Department of Human Services to assign you an Individual Healthcare Identifier for the purpose of administering the eHealth record system; and
- medical and health professionals, including health practitioners, hospitals, and health, rehabilitation and home care providers, for the purpose of providing treatment and services and to assess potentially hazardous dosages and/or medicine combinations.

For more information about how DVA manages personal information please visit

www.dva.gov.au/privacy.htm, or phone 133 254 (regional callers 1800 555 254) or email privacy@dva.gov.au and request a copy of our Privacy Policy.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254

POST: PO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local Veterans' Access Network (VAN) or DVA office, please phone DVA on the phone numbers listed above or at www.dva.gov.au. Additional information on health care and services is available from your nearest DVA Office or via the internet at www.dva.gov.au.

Your **Repatriation Health Card – For All Conditions within Australia** (gold card), enables you to access health care and associated services for all your health care needs within Australia. The Department of Veterans' Affairs (DVA) has arrangements with registered health care providers to provide you with a comprehensive range of medical, hospital, pharmaceutical, dental and allied health services, along with travel assistance to and from the health care facilities where you are receiving treatment within Australia.

Your card contains a magnetic stripe which has been encoded with the following details: your name, address, file number, card type (eg gold) and date of birth.

Sharing information with others:

By taking delivery of your new Repatriation Health Care Card you acknowledge that:

1. DVA may disclose some of your personal information to Medicare Australia for the purpose of assigning you an Individual Healthcare Identifier;

2. DVA may provide:

information to a contracted organisation on the nature and/or quantity of medicines prescribed to you for the purpose of assessing potentially hazardous dosages and/or medicine combinations; and

your doctor(s) with advice on the nature and/or quantity of medicines prescribed to you, including advice of potentially hazardous dosages and/or medicine combinations.

Before using your gold card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veteran's Affairs PO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.

- **SIGN** the card on the space provided on the back of the card.

- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old gold card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

ABOUT YOUR CARD

When do I use my gold card?

Please ensure you present your gold card whenever you receive medical and/or other health treatment including pharmaceuticals within Australia.

Will I be charged for treatment?

Generally, your health care provider will bill DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include: certain high cost dental services, optical items home care services and pharmaceuticals, where you pay a fee for each prescription (up to the Medicare Safety Net level).

Do I have to get approval before receiving treatment?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA on 1300 550 457 or ring your nearest DVA or VAN office on 1300 551 918.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients.

If you are travelling overseas treatment is limited to your accepted disabilities only. Please contact DVA **BEFORE** you travel.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card. It is illegal to continue to use the card once your eligibility has changed and DVA has requested the card to be destroyed.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254 Non-metropolitan callers; 1800 555 254
VAN Network: 1300 551 918

POST: PO Box 9998 in your capital city **E-MAIL:** GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or check on the internet at: www.dva.gov.au

Additional information on health care and services is available from your nearest DVA Office or via the internet at: www.dva.gov.au

Your **Repatriation Health Card – For Specific Conditions** (white card), enables you to access health care and associated services for war or service related conditions. On application, veterans of Australian Forces may also be issued a white card to receive treatment for malignant cancer, pulmonary tuberculosis and post traumatic stress disorder, irrespective of whether these conditions are accepted as being related to service.

Your card contains a magnetic stripe which has been encoded with the following details: your name, address, file number, card type (eg white) and date of birth.

Sharing information with others:

By taking delivery of your new Repatriation Health Care Card you acknowledge that:

1. Department of Veterans' Affairs (DVA) may disclose some of your personal information to Medicare Australia for the purpose of assigning you an Individual Healthcare Identifier;
2. DVA may provide:
information to a contracted organisation on the nature and/or quantity of medicines prescribed to you for the purpose of assessing potentially hazardous dosages and/or medicine combinations; and

your doctor(s) with advice on the nature and/or quantity of medicines prescribed to you, including advice of potentially hazardous dosages and /or medicine combinations.

Before using your white card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veteran's Affairs PO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old white card and commence using your new card.

THIS IS YOUR REPATRIATION HEALTH CARD

ABOUT YOUR CARD

When do I use my white card?

Please ensure you present your white card whenever you receive medical and/or other health treatment including pharmaceuticals that relate to your specific condition/s.

Will I be charged for treatment of my specific condition/s?

Generally, your health care provider will bill DVA directly for the services covered by the card and you will not be out of pocket. There are some exceptions which include: certain high cost dental services, optical items home care services and pharmaceuticals, where you pay a fee for each prescription (up to the Medicare Safety Net level).

Do I have to get approval before receiving treatment for my specific condition/s?

There are some services that require DVA approval **BEFORE THE SERVICE IS PROVIDED**. It is a good idea to ask your treating health care provider if they need DVA approval to carry out the proposed treatment. Otherwise, there is a risk that you may be required to pay for the service. If you are unsure, please ask your treating health care provider to check with DVA on 1300 550 457 or ring your nearest DVA or VAN office on 1300 551 918.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you are travelling within Australia, contact your local DVA office if you require details of the nearest health care provider who accepts DVA clients.

If you are travelling overseas treatment is limited to your accepted disabilities only. Please contact DVA **BEFORE** you travel.

What happens if my eligibility changes?

DVA will notify you and, where appropriate, ask you to destroy your card and/or issue a new card. It is illegal to continue to use the card once your eligibility has changed and DVA has requested the card to be destroyed.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254
VAN Network; 1300 551 918

Non-metropolitan callers; 1800 555 254

POST: PO Box 9998 in your capital city

E-MAIL: GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or check on the internet at: www.dva.gov.au

Additional information on health care and services is available from your nearest DVA Office or via the internet at: www.dva.gov.au

Your **Repatriation Pharmaceutical Benefits Card** (orange card) enables you to access the extended range of medicines and other items (eg wound dressings) listed on the Repatriation Pharmaceutical Benefits Scheme (RPBS), at the concessional rate.

Your card contains a magnetic stripe which has been encoded with the following details: your name, address, file number, card type (eg orange) and date of birth.

Sharing information with others:

By taking delivery of your new Repatriation Health Care Card you acknowledge that:

1. Department of Veterans' Affairs (DVA) may disclose some of your personal information to Medicare Australia for the purpose of assigning you an Individual Healthcare Identifier;
2. DVA may provide:
information to a contracted organisation on the nature and/or quantity of medicines prescribed to you for the purpose of assessing potentially hazardous dosages and/or medicine combinations; and

your doctor(s) with advice on the nature and/or quantity of medicines prescribed to you, including advice of potentially hazardous dosages and/or medicine combinations.

Before using your orange card please:

- **CHECK** that the personal details on the front of the card are correct. If they are incorrect, please return the card with the corrections identified to the Department of Veteran's Affairs PO BOX 9998 in your capital city. Your details will be corrected and a replacement card will be sent to you.
- **SIGN** the card on the space provided on the back of the card.
- **READ** the conditions of use printed on the back of the card and the information contained over the page.

If all of your details are correct please cut up and destroy your old orange card and commence using your new card.

THIS IS YOUR REPATRIATION BENEFITS CARD

NOTE: This card does not entitle you to any medical or other health care treatment.

ABOUT YOUR CARD

When do I use my orange card?

Please present your orange card to your doctor, medical specialist, dentist and pharmacist whenever you have medicines prescribed and dispensed.

Will I be charged for my prescriptions?

You will pay a co-payment for your medicines at a concessional rate for each prescription item up to the safety net limit. When the safety net limit is reached, there are no further co-payment charges for prescribed items for that calendar year.

Which card should I use if I have both an ORANGE Card and a WHITE card?

Your white card entitles you to treatment as well as medicines associated with your accepted conditions. If you are being treated for an accepted condition you should present your WHITE card to your doctor and pharmacist. For all other prescribed items use your ORANGE card.

Can I use my card anywhere in Australia and overseas?

Your card is for use in Australia only. Your card cannot be used when you are travelling overseas. If you need prescribed items within Australia, present your orange card along with your prescription to any pharmacy.

What happens if my card expires or is lost?

Before your card is due to expire a new card will be sent to you. If you lose your card, please contact DVA immediately to have a replacement card issued.

How do I contact DVA?

BY PHONE: General Enquiries; 133 254
VAN Network; 1300 551 918

Non-metropolitan callers; 1800 555 254

POST: PO Box 9998 in your capital city

E-MAIL: GeneralEnquiries@dva.gov.au

IN PERSON: For details of a local VAN or DVA office, please phone DVA on the phone numbers listed above or check on the internet at: www.dva.gov.au

Additional information on health care and services is available from your nearest DVA Office or via the internet at: www.dva.gov.au



Australian Government
Department of Veterans' Affairs

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«ADRN»

«ADR1»

«ADR2»

«ADR3»

«ADR4»



Here is your TPI Veteran Gold Card

You can use this card to access clinically needed medical treatment in Australia, including:

- Hospital or day procedure treatment
- Allied health treatment
- GP or specialist treatment
- Some dental and optical treatment
- Medications at the concession rate
- Community nursing
- Pathology and medical imaging.

You may also be eligible for certain other services and support, such as:

- Counselling
- Home help and care services
- Travel to and from medical appointments
- Medical aids, equipment and modifications.

What you need to do

Before using your card, check the personal details on the front.

- If the card details are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.
- If the card details are correct, read the conditions of use on the back of the card and sign in the space provided. You can now start using your Gold Card.
- Destroy your old card if you have one.

How to use your TPI Veteran Gold Card

Show your card whenever you visit your health care provider. Medical treatment is usually covered by DVA if you see a provider who accepts your Gold Card.

We may need to approve some services before you receive them. Go to www.dva.gov.au/gold-card for more information.

What you need to tell us

You must tell us about changes that could affect your eligibility for the Gold Card within 14 days. These changes may be to your:

- Income or assets
- Relationship status or living arrangements.

If your circumstances change and you are no longer eligible for the Gold Card, we will send you a letter asking you to stop using your card and to destroy it.

Using your card when travelling

You can use your Gold Card anywhere in Australia.

You cannot use your Gold Card overseas. You may make a claim for medical expenses you paid for while overseas but only for approved conditions and if a medical professional has assessed there was a clinical need. We cannot guarantee that all claims will be paid so it is important to read the conditions at www.dva.gov.au/OS-medical before you leave.

What you need to know

- Your card is only for you and cannot be used by your family members.
- By using your card, you consent to us collecting information about your treatment.
- Your Gold Card's expiry date is shown on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- If your card is lost, stolen or damaged you can order a new one online through DVA's MyService or by calling us on 1800 555 254.

If you want more information

If you have any questions about this letter you can go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also call us on 1800 555 254 and quote your DVA file number or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

Open Arms Veterans & Families Counselling

Current and ex-serving ADF members and their families can call Open Arms on 1800 011 046 or go to www.OpenArms.gov.au for 24-hour free and confidential counselling and support.

Internet: www.dva.gov.au

Phone: 1800 555 254

GPO Box 9998, Brisbane QLD 4001



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«ADR1»

«ADR2»

«ADR3»

«ADR4»



Here is your Veteran Orange Card

You can use this card to access prescription medicines, wound care items and nutritional supplements at a concession rate at pharmacies in Australia.

When buying prescription items, you will need to pay \$6.60 for each one until you reach your Safety Net Threshold for the calendar year.

If you choose a non-generic brand, you may need to pay an additional amount. Talk to your pharmacist to find out more about the cost of different medicines.

The Orange Card cannot be used for medical or other healthcare treatment.

How to use your Veteran Orange Card

When you visit your doctor for a prescription, show your Orange Card so they can prescribe for you through the Repatriation Pharmaceutical Benefits Scheme (RPBS).

You also need to show your Orange Card when you take your prescription to the pharmacy. If you do not show your card, you may be charged more and the purchase may not count towards your RPBS Safety Net Threshold.

What you need to do

Before using your card, check the personal details on the front.

- If the card details are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.
- If the card details are correct, read the conditions of use on the back of the card and sign in the space provided. You can now start using your Orange Card.
- Destroy your old card if you have one.

What you need to tell us

You must tell us about changes that could affect your eligibility for the Orange Card. Go to www.dva.gov.au/what-to-tell-us for more information.

If your circumstances change and you are no longer eligible for the Orange Card, we will send you a letter asking you to stop using your card and to destroy it.

Using your card when travelling

You can only use your Orange Card in Australia. Your card cannot be used when you are travelling overseas.

What you need to know

- Your card is only for you and cannot be used by your family members.
- By using your card, you consent to us collecting information about your treatment.
- Your Orange Card's expiry date is shown on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- If your card is lost, stolen or damaged you can order a new one online through DVA's MyService or by calling us on 1800 555 254.

If you want more information

If you have any questions about this letter you can go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also call us on 1800 555 254 and quote your DVA file number or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

If you need help or support

Call us on 1800 555 254 or go to our homepage at www.dva.gov.au for information about counselling and support services you can access if needed.

Internet: www.dva.gov.au

Phone: 1800 555 254

GPO Box 9998, Brisbane QLD 4001



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Department of Veterans' Affairs

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«ADR3»

«ADR4»



Here is your Veteran Gold Card

You can use this card to access clinically needed medical treatment in Australia, including:

- Hospital or day procedure treatment
- Allied health treatment
- GP or specialist treatment
- Some dental and optical treatment
- Medications at the concession rate
- Community nursing
- Pathology and medical imaging.

You may also be eligible for certain other services and support, such as:

- Counselling
- Home help and care services
- Travel to and from medical appointments
- Medical aids, equipment and modifications.

What you need to do

Before using your card, check the personal details on the front.

- If the card details are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.
- If the card details are correct, read the conditions of use on the back of the card and sign in the space provided. You can now start using your Gold Card.
- Destroy your old card if you have one.

How to use your Veteran Gold Card

Show your card whenever you visit your health care provider. Medical treatment is usually covered by DVA if you see a provider who accepts your Gold Card.

We may need to approve some services before you receive them. Go to www.dva.gov.au/gold-card for more information.

What you need to tell us

You must tell us about changes that could affect your eligibility for the Gold Card within 14 days. These changes may be to your:

- Income or assets
- Relationship status or living arrangements.

If your circumstances change and you are no longer eligible for the Gold Card, we will send you a letter asking you to stop using your card and to destroy it.

Using your card when travelling

You can use your Gold Card anywhere in Australia.

You cannot use your Gold Card overseas. You may make a claim for medical expenses you paid for while overseas but only for approved conditions and if a medical professional has assessed there was a clinical need. We cannot guarantee that all claims will be paid so it is important to read the conditions at www.dva.gov.au/OS-medical before you leave.

What you need to know

- Your card is only for you and cannot be used by your family members.
- By using your card, you consent to us collecting information about your treatment.
- Your Gold Card's expiry date is shown on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- If your card is lost, stolen or damaged you can order a new one online through DVA's MyService or by calling us on 1800 555 254.

If you want more information

If you have any questions about this letter you can go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also call us on 1800 555 254 and quote your DVA file number or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

Open Arms Veterans & Families Counselling

Current and ex-serving ADF members and their families can call Open Arms on 1800 011 046 or go to www.OpenArms.gov.au for 24-hour free and confidential counselling and support.

Internet: www.dva.gov.au

Phone: 1800 555 254

GPO Box 9998, Brisbane QLD 4001



Australian Government
Department of Veterans' Affairs

DHSVA003.v5.01 | «BARC» | «SEQ»

«ADRN»

«ADR1»

«ADR2»

«ADR3»

«ADR4»



Here is your Veteran White Card

The Veteran White Card covers you for clinically needed medical treatment in Australia for your accepted service-related injuries or conditions. It also covers treatment for mental health conditions, cancer (malignant neoplasm) and pulmonary tuberculosis.

This may include:

- Hospital or day procedure treatment
- Allied health treatment
- GP or specialist treatment
- Some dental and optical treatment
- Medications at the concession rate
- Community nursing
- Pathology and medical imaging.

You may also be eligible for certain other services and support for your conditions, including:

- Counselling
- Home help and care services
- Travel to and from medical appointments
- Medical aids, equipment and modifications.

What you need to do

Before using your card, check the personal details on the front.

- If the card details are incorrect, return the card to us at GPO Box 9998, Brisbane QLD 4001 with the right details. We will send you a new card.
- If the card details are correct, read the conditions of use on the back of the card and sign in the space provided. You can now start using your White Card.
- Destroy your old card if you have one.

How to use your Veteran White Card

Show your card whenever you visit a healthcare provider for the conditions it covers. Medical treatment is usually covered by DVA if you see a provider who accepts your White Card.

We may need to approve some services before you receive them. Go to www.dva.gov.au/white-card for more information.

Using your card when travelling

You can use your White Card anywhere in Australia for the conditions it covers.

You cannot use your White Card overseas. You may make a claim for medical expenses you paid for while overseas but only for approved conditions and if a medical professional has assessed there was a clinical need. We cannot guarantee that all claims will be paid so it is important to read the conditions at www.dva.gov.au/OS-medical before you leave.

What you need to know

- Your card is only for you and cannot be used by your family members.
- By using your card, you consent to us collecting information about your treatment.
- Your White Card's expiry date is on the front of the card. You will receive a replacement card approximately 1 month before the current one expires.
- If your card is lost, stolen or damaged you can order a new one online through DVA's MyService or by calling us on 1800 555 254.
- If your circumstances change and you are no longer eligible for the White Card, we will send you a letter asking you to stop using your card and to destroy it.

If you want more information

If you have any questions about this letter you can go to www.dva.gov.au/general-enquiries or www.dva.gov.au/myservice and follow the prompts to send us a message. You can also call us on 1800 555 254 and quote your DVA file number or visit a DVA office to talk to someone in person. Go to www.dva.gov.au/dva-offices to find an office near you.

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