Procedural Guideline
Contract Management

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Overview

Procedural Guidelines outline DVA’s requirements and supporting guidance for Rehabilitation Providers (providers) and their Rehabilitation Consultants (consultants) working with DVA clients. Provider DVA Relationship Managers are expected to adhere to this guideline in relation to contractual enquiries, reporting and management.

DVA contracts the services of suitably qualified and experienced providers to deliver medical management, psychosocial and vocational rehabilitation. These services will be delivered to eligible DVA clients across Australia.

The contract ensures clients receive a high quality service by:

- Outlining the scope of the services the provider is to deliver under the Rehabilitation program
- Setting out DVA’s expectations about how DVA’s Rehabilitation Program will be administered by the consultants (PPGs)
- Stipulating performance measures (KPIs) that providers must meet to ensure timely service is delivered
- Providing a formalised mechanism for DVA and providers to communicate and provide feedback that effects the operation of the rehabilitation program.

The purpose of this guideline is to ensure providers have a clear understanding of the expectations and requirements outlined in the Deed of Agreement for the Provision of Rehabilitation Services (contract) with DVA.

1. Contract management requirements

Table 1: Contract Management Requirements

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requirement</th>
</tr>
</thead>
</table>
| Privacy and records management | - Providers must ensure data management systems meet Australian Privacy Principles, and have appropriate document retention rules in place.  
- For information relating to confidentiality, please refer to the Deed of Agreement (the “Contract”) The Provider must retain all documentation relating to services delivered to DVA clients.  
- The Provider must submit documents back to DVA by uploading documents in the PUP system.  
- All Rehabilitation documentation (copies or electronic) relating to clients must be made available to DVA, or any person or organisation authorised by DVA, and access provided to such documentation upon request.  
- DVA will provide a minimum of 24 hours’ notification when requesting supply of, or access to, such documentation. |
| DVA documents                | - Providers must use rehabilitation services forms and documents created specifically for DVA Rehabilitation Services.  
- Providers can use, reproduce and adapt the material for the provision of rehabilitation services. |
<table>
<thead>
<tr>
<th>Topic</th>
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<tbody>
<tr>
<td></td>
<td>• Providers can not add their logo or co-brand DVA forms.</td>
</tr>
<tr>
<td>Relationship Management</td>
<td>• Providers must nominate a single, dedicated DVA Relationship Manager in their Agreements.</td>
</tr>
<tr>
<td></td>
<td>• Providers must notify DVA immediately in writing if the DVA Relationship Manager changes.</td>
</tr>
<tr>
<td></td>
<td>• All contract related enquiries or feedback in relation to contracts through the Contract Manager at <a href="mailto:REHAB.CONTRACTS@DVA.gov.au">REHAB.CONTRACTS@DVA.gov.au</a>.</td>
</tr>
<tr>
<td>Performance Management</td>
<td>• Providers must participate in any performance monitoring and any other reporting for contract management purposes, when requested by DVA.</td>
</tr>
<tr>
<td></td>
<td>• The primary contracted performance reporting mechanism is the Key Performance Indicators (KPIs).</td>
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<tr>
<td></td>
<td>• Providers will be asked to report against these KPIs using a DVA provided quarterly Quality Report template.</td>
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<td></td>
<td>• Providers must report against these KPIs on a six monthly basis using a DVA provided Quality Report template.</td>
</tr>
<tr>
<td></td>
<td>• Providers must complete the Quality Report and return them to <a href="mailto:REHAB.CONTRACT@dva.gov.au">REHAB.CONTRACT@dva.gov.au</a> by the date provided in the Quality report.</td>
</tr>
<tr>
<td></td>
<td>• In December of each year, DVA will review the data for the first six months of the financial year and organise, within 5 working days, a performance telephone discussion between the DVA Contract Manager and the Provider’s DVA Relationship Manager. Based on the Providers results against the KPIs, DVA will rate the provider’s performance as Satisfactory, or Not Satisfactory.</td>
</tr>
<tr>
<td></td>
<td>• In June of each year, DVA will organise, within 5 working days, an annual performance meeting between the DVA Contract Manager, DVA Stakeholder Engagement Manager and the Provider’s DVA Relationship Manager to discuss overall performance for the year. Based on the Providers results against the KPIs, DVA will rate the provider’s performance as Satisfactory, or Not Satisfactory.</td>
</tr>
<tr>
<td></td>
<td>• Where it has been identified that contractual requirements have not been met, DVA may initiate a Performance Management Plan with the provider.</td>
</tr>
<tr>
<td>Compliance</td>
<td>• Where DVA performance and/or compliance issues arises as part of, or outside of, the Quality Reporting process, DVA will liaise with the provider and follow the compliance process outlined in Section 3.4.</td>
</tr>
<tr>
<td>Audit</td>
<td>• DVA will review provider performance systematically and independently, ensuring the systems, processes and governance arrangements in place to meet the mandated requirements of the program.</td>
</tr>
<tr>
<td></td>
<td>• DVA will schedule targeted or random audits according to risk assessment criteria, and resourcing capacity. These may be conducted off-site (desk based review) or on-site (provider’s office). DVA will provide a minimum of 5 working days when requesting access to the Provider’s premises.</td>
</tr>
<tr>
<td></td>
<td>• Providers will receive an audit report outlining its findings within 20 business days of completion of the audit.</td>
</tr>
<tr>
<td></td>
<td>• If DVA is satisfied that contractual requirements have been met, Providers will receive a letter advising that no response is required. Providers may</td>
</tr>
</tbody>
</table>
respond to the audit report within 10 working days if they wish. If no response is received the audit is closed after 10 working days.

- If DVA is not satisfied that contractual requirements have been met, the provider will be required to respond to DVA in writing within 10 working days, describing how the areas of concern will be addressed.

<table>
<thead>
<tr>
<th>Topic</th>
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<tbody>
<tr>
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<td>respond to the audit report within 10 working days if they wish. If no response is received the audit is closed after 10 working days.</td>
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<tr>
<td></td>
<td>- If DVA is not satisfied that contractual requirements have been met, the provider will be required to respond to DVA in writing within 10 working days, describing how the areas of concern will be addressed.</td>
</tr>
</tbody>
</table>

1.1. Privacy and Records Management

Protecting Personal Information:


The OAIC ‘Guide to securing personal information’ (Guide) provides guidance on the reasonable steps Providers are required to take under the Privacy Act 1988 to protect the personal information they hold from misuse, interference, loss, and from unauthorised access, modification or disclosure. [www.oaic.gov.au/agencies-and-organisations/guides/guide-to-securing-personal-information](http://www.oaic.gov.au/agencies-and-organisations/guides/guide-to-securing-personal-information).

Exchanging personal information:

As part of the assessment process, the Provider must seek consent from DVA clients to obtain and share their personal information to facilitate Rehabilitation services.

When a client has consented to sharing their information, their personal information can be exchanged as required between:

- DVA and a provider
- a provider and subcontracted provider
- a provider or subcontracted provider and a training provider.

A client’s personal information cannot be exchanged between two contracted providers. If another Provider requires a DVA client’s personal information, the Provider is to pass this information to the DVA delegate for that client, who will in turn liaise with the other Provider.

A client’s privacy is the central consideration when deciding what personal information is to be exchanged. When exchanging personal information, the information will only:

- have the level of detail which is necessary to provide the appropriate Rehabilitation services to an client
- be accessed by personnel that require the information to plan or provide the Rehabilitation services to the client

Where there is an unsafe rehabilitation environment or behaviours of concern, the exchange of this information should follow the above guidance with discretion.

Electronic Communication of Personal Information:

DVA is aware the electronic transmission of personal information has inherent risks:
• DVA provides personal information to the Provider using Rehabilitation and Compensation Integrated Support Hub (R&C ISH), which securely transmits from R&C ISH to the Provider Upload Portal (PUP).
• The Provider must submit documents back to DVA by uploading documents in the PUP system.

Request by a Court, Administrative Tribunal or Person to Provide Personal Information:

DVA is responsible for, and retains ownership of, a client’s personal information.

The Provider should not provide evidence and/or documents about an entitled person to a court, administrative tribunal or a person requesting the personal information. For further information see the Deed of Agreement.

1.2. DVA’s Right to Access Records and Premises

All Rehabilitation documentation (copies or electronic) relating to clients must be made available to DVA, or any person or organisation authorised by DVA, and access provided to such documentation upon request. DVA will provide a minimum of 24 hours’ notification when requesting supply of, or access to, such documentation. DVA will provide a minimum of 5 working days when requesting access to the Provider’s premises.

1.3. Advertising

The DVA logo used to brand the Rehabilitation Services documents are a DVA owned and registered trademark.

DVA requires that Providers:
• use forms and documents created specifically for DVA Rehabilitation Services, and
• the Provider must obtain written approval from DVA to use, reproduce and adapt the material for the provision of rehabilitation services
• do not add their logo or co-brand DVA forms.

1.4. Quality Arrangements for Rehabilitation Service Delivery

The Rehabilitation Program operates within the quality standards applicable for all Worker’s Compensation providers, overseen by ComCare and the Heads of Workers Compensation Authorities (HWCA). From 1 July 2019, providers are expected to comply with the Criteria and operational standards for workplace rehabilitation providers 2015. Criteria and operational standards for workplace rehabilitation providers 2015 focus on outcomes for consumers and reflect the level of care and services the community can expect from organisations that provide Workplace Rehabilitation Services.

2. Relationship management

Providers must nominate a single, dedicated DVA Relationship Manager in their Agreement who will work with DVA to oversee administration of the contract, including information sharing, reporting requirements and other contract enquiries.

The nominated DVA Provider Relationship Manager will be the primary point of contact for the purposes of relationship and performance management of the contract.
If the DVA Provider Relationship Manager changes, the provider must notify DVA immediately in writing.

2.1. **DVA Contract Management engagement**

The DVA CM is responsible for:
- being a single point of contact for providers for contract questions
- working closely with the DVA Stakeholder Engagement Manager (SEM) on provider related issues
- managing the performance process (i.e. issuing the Quality Reporting template on a bi-annual basis, holding six monthly performance discussion with the Provider and managing underperformance issues (refer Section 3)
- auditing, including dates and scope of a planned audit of the Provider (refer Section 4)
- deed of Agreement changes (novations or variations).

The DVA CM is not responsible for:
- account enquiries related to accounts are to be directed to the Accounts team at rcgaccounts.sydney@dva.gov.au
- household services, including Attendant Care. This is now managed by a specific team and all enquiries regarding household services should be directed to HHS@dva.gov.au
- receiving feedback from providers in relation to DVA delegates, the rehabilitation program and its processes
- providing provider training and education materials
- resolving issues between providers and DVA staff and vice versa
- obtaining information on the broader occupational health area.

The provider should direct all contract related enquiries or feedback in relation to contracts through the Contract Manager at REHAB.CONTRACTS@DVA.gov.au.

All other non-contracted related enquiries and feedback can be sent to the SEM at Rehab.SEM@dva.gov.au.

2.2. **Contract management communication**

The primary communication channel for engaging with the CM will be via the Rehab.CONTRACTS@dva.gov.au email address. The CM will respond to straightforward enquiries via email within 24 hours. For more complex enquiries DVA will acknowledge the query within 24 hours, and then within that acknowledgement advise an estimated timeframe for a further response.

The Provider must advise the DVA CM and SEM when:
- there are changes to the organisation structure, key personnel or business operations
- any litigation that may be relevant to the provider’s ability to offer rehabilitation services to DVA clients.

The DVA Contract Manager will inform providers when:
- a copy of insurance that providers have sighted for subcontracted providers
- any contractual changes made to the process that will impact on the consultants work and our expectations of them
there are changes to DVA’s expectations regarding performance
- the bi-annual performance process commences and follow up requirements
- there are performance issues that relate to the Agreement
- planning to undertake an audit.

DVA will notify providers of the amendments via email to the nominated Provider DVA Relationship Manager, and once notified the amendments will go into effect seven calendar days later.

2.3. Continuous improvement

Feedback from providers regarding the contract should be directed to the CM using the REHAB.CONTRACTS@dva.gov.au who will log this feedback. These suggestions will be reviewed monthly by the relevant internal DVA Stakeholders. If DVA needs further information regarding Provider suggestions, DVA will contact the Provider. Where appropriate, feedback will inform process change. If a change does result from feedback, as with all change, DVA will advise Providers clearly of the change and the anticipated impacts.

3. Performance management

DVA will monitor the provider’s performance to ensure the highest quality of services is consistently delivered.

3.1. Performance monitoring

DVA will measure performance of providers against the Performance Management Framework, using the Quality Report, which comprises of three accreditation and registration criteria, and five Key Performance Indicators, as set out in the Deed of Agreement Statement of Requirements Section D: Administration, part 10.

The Provider is subject to performance monitoring processes, which are designed to:

- measure compliance with the Deed of Agreement, including the PPGs
- minimise the risk of fraud
- determine the quality of Rehabilitation services being provided to clients.

As part of our continuous Risk Management strategy, the Provider’s responses to the Quality Report template will inform the DVA Audit teams focus and possible audit scopes and timings.

Performance monitoring will include:

- Gathering and analysing the information specified in the contracted KPIs
- Audits of different areas of provider operations and processes
- Other data that demonstrates performance, as requested.

Providers must participate in any performance monitoring and any other reporting for contract management purposes, when requested by DVA.

3.2. Performance reporting

Provider reporting is essential to understanding the performance of providers against the contract requirements and other documented performance expectations DVA has stipulated.
The primary contracted performance reporting mechanism is the Key Performance Indicators (KPIs). Providers will be asked to report against these KPIs using a DVA provided bi-annual Quality Report template, which the CM will send out at the close of each reporting period.

Providers must complete the Quality Report and return them to REHAB.CONTRACTS@dva.gov.au by the date provided in the Quality report. DVA will then audit and verify the data and provide feedback to the Provider via telephone. DVA will also organise an annual performance discussion between the DVA Contract Manager, DVA Stakeholder Engagement Manager and the Provider’s DVA Relationship Manager. These meetings will include a two way dialogue between DVA and the Provider on any performance issues. DVA will document the discussion, including any positive and negative feedback and agreed outcomes.

Based on the Providers results against the KPIs, DVA will rate the provider’s performance as Satisfactory, or Not Satisfactory. DVA and the Provider will sign off and receive a copy for their records.

Note: DVA may request any additional information that it could reasonably expect the Provider to provide to facilitate a comprehensive review of the Services provided under the Agreement.

Providers’ contractual Key Performance Indicators (KPIs) are outlined below:

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>KPI 1</td>
<td>The Initial Rehabilitation Assessment must commence within seven calendar days of the Referral being issued and accepted by the Provider</td>
</tr>
<tr>
<td>KPI 2</td>
<td>The Rehabilitation Assessment Report detailing findings and recommendations must be submitted within 21 calendar days of the Referral being issued with reference to additional assessment reports, where necessary</td>
</tr>
<tr>
<td>KPI 3</td>
<td>A proposed Rehabilitation Plan submitted concurrently with the Assessment Report, must commence within seven calendar days, or as agreed with the DVA Rehabilitation Delegate, of the DVA Rehabilitation Delegate approval. No interventions will occur prior to this approval</td>
</tr>
<tr>
<td>KPI 4</td>
<td>Progress Report timeframes must be agreed with the DVA Rehabilitation Delegate and documented. All progress reports will be submitted by the due date of the report</td>
</tr>
</tbody>
</table>
### 3.3. Managing underperformance

In dealing with underperformance, DVA will ensure that:

- procedural fairness is given to the provider giving the provider an opportunity to respond to concerns identified by DVA and to propose an acceptable course of action to remedy the non-compliance
- its actions are timely (in order to minimise any ongoing risks to clients or the program)
- it acts in the public interest, in funding rehabilitation services DVA has a responsibility for ensuring that public monies are expended appropriately.

The agreement between providers and DVA specifies that providers will be rated on their performance against the KPIs. Where provider performance does not meet the required standard, DVA will work with the provider to improve performance to an appropriate standard.

Where it has been identified during the Performance discussion that contractual requirements have not been met, DVA may initiate a Performance Management Plan for the provider. For the duration of a Performance Management Plan:

- DVA will work closely with the provider to address any performance issues.
- The provider will be required to complete a Performance Report every three months, in conjunction with the KPI Rating template until any performance issues have been satisfactorily addressed.
- Performance Review Meetings will be held at the end of each reporting period.

Where performance has improved to a satisfactory level, DVA may end the Performance Management Plan.

Where performance is not improved after a period of six months following the commencement of the Performance Management Plan:

- DVA may reduce or cease future Referrals.
- Where there are significant and repeated performance issues, DVA may terminate services on a set date and transfer clients to another contracted provider.

DVA expects full participation from providers in managing and improving areas of underperformance.

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**Table 3: KPI Rating and Descriptions**

<table>
<thead>
<tr>
<th>Rating</th>
<th>Rating Description</th>
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<tbody>
<tr>
<td>Satisfactory</td>
<td>The Provider delivers satisfactory Services to clients in a timely manner and meets DVA reporting obligations.</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>The Provider needs to improve service delivery in order to meet the KPIs and/or provide DVA with required reports.</td>
</tr>
</tbody>
</table>
Where DVA is not satisfied with the provider performance following, DVA may suspend or terminate the provision of services by the provider.

3.4. Compliance

Where DVA identifies performance and/or compliance issues, either as part of or outside of the Quality Reporting process, the CM will enact the process below:

<table>
<thead>
<tr>
<th>Level of the Staged Response</th>
<th>Actions required</th>
<th>When would this response occur?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alert</td>
<td>DVA identifies a performance concern. DVA informs the Provider of the concern. The Provider is expected to take steps to address this concern or provide information to explain the situation.</td>
<td>For identified performance issues that require Provider attention.</td>
</tr>
<tr>
<td>Direction</td>
<td>A Provider must rectify an issue within a set timeframe and advise DVA that this has been completed.</td>
<td>For identified performance issues that require timely attention.</td>
</tr>
<tr>
<td>Additional condition of approval*</td>
<td>An additional condition is placed on provider approval. s34P of the SRC Act allows DVA to place conditions on Provider approval, such as to undertake an action, provide information or address a specific issue.</td>
<td>For significant performance issues that require timely rectification.</td>
</tr>
<tr>
<td>Performance Improvement Plan</td>
<td>A Performance Improvement Plan will be developed in consultation with Provider. The Provider is expected to complete this plan within a specified timeframe.</td>
<td>For identified failure in service delivery or outcome measures.</td>
</tr>
</tbody>
</table>
### Level of the Staged Response

<table>
<thead>
<tr>
<th>Level of the Staged Response</th>
<th>Actions required</th>
<th>When would this response occur?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revocation</td>
<td>The provider approval is revoked. The provider closes all current DVA rehabilitation cases.</td>
<td>For serious or systemic performance issues that a provider is unable or unwilling to rectify.</td>
</tr>
</tbody>
</table>

In dealing with poor performance and/or non-compliance, DVA aims to ensure that:

- procedural fairness is given to the provider. In most cases, this means giving the provider an opportunity to respond to concerns identified by DVA and to propose an acceptable course of action to remedy the non-compliance
- its actions are timely (in order to minimise any ongoing risks to clients or the program)
- it acts in the public interest. For example, as a funder of rehab services DVA has a responsibility for ensuring that public monies are expended appropriately. This also means that DVA must take action to recover such monies where this is not the case.

#### 3.5. Potential non-compliance issues

The types of issues which may be escalated include, but are not restricted to:

**Poor performance, such as:**

- multiple instances of timeliness issues such as progress reports and plans being late
- instances of inappropriate recommendations on goals
- poor quality Initial Rehabilitation Assessments and Vocational Assessments
- lack of adherence to DVA guidelines or forms
- instances where the provider is not performing their duties by such as not maintaining adequate contact with clients or providing wrong information to clients etc.

**Poor conduct, such as:**

- where a provider’s conduct does not met DVA’s standards or expectations
- privacy breaches
- evidence of inappropriate advocating for and/or colluding with a client.

Where non-compliance issues are not resolved in a timely manner, and maintained, the situation may be escalated to a Breach of Contract.

#### 3.6. Breach of contract

Breach of contract is a legal cause of action and a type of civil wrong, in which a binding agreement is not honoured by one or more of the parties to the contract by non-performance or interference with the other party’s performance. A breach occurs when a party to a contract fails to fulfil its obligation(s) as described in the contract, or communicates an intent to fail the obligation or otherwise appears not to be able to perform its obligation under the contract.

Situations that may be constituted as a breach: This list is an example but not limited to the number of potential contractual breaches that may occur. Anything that breaches the contract, PPG’s or other contractual obligations with DVA.
• Having unregistered consultants
• Not having ComCare and/or other relevant accreditation (service providers and consultants)
• Plans that have extended beyond the completion date without DVA approval
• Acquiring clients from other Providers without discussing it with DVA

Please note that DVA will investigate to varying degrees every alert to a potential breach. This will include but not limited to:

• Receipt of breach/complaint by the SEM or Contract Manager from another DVA contracted provider, delegate or client
• Investigation and communication with the Service Provider to validate the potential breach
• Once reviewed, if there is proof of an actual breach, the Contract Manager will:
  o Advise the Service Provider in writing that they have received their first breach and that they are to rectify the situation immediately.
  o That the breach has been placed on their record for that reporting period.
  o The Service Provider must show evidence that the breach has been rectified and/or addressed.
• If the Service Provider receives a second breach the following will occur:
  o They will receive a letter from the Contracts Manager advising that they have received a second breach and will be placed on restriction. Restriction means that the Service Provider will not receive any referrals for a period of 6 months, noting that this will not have any effect on the clients they are treating at that time.
  o The Service Provider must show evidence that the breach has been rectified and/or addressed.

4. Audit activities

Audits are a systematic, independent and documented verification process of objectively obtaining and evaluating audit evidence to determine whether specified criteria are met. Auditing enables DVA to check whether a provider has the systems, processes and governance arrangements in place to meet the mandated requirements of the program.

It is important to note that:

• audits will not examine compliance by the provider with all prescribed requirements. By using a risk based approach to auditing, many audits will target areas of risk - this is discussed in more detail below
• the audit assists DVA to measure provider compliance with the program requirements and it provides an opportunity for providers to look at their own systems and to identify areas for improvement.

Audits will be scheduled according to risk assessment criteria, and according to resourcing capacity at DVA.

4.1. Risk assessment and management

The purpose of risk assessment and management is to enable DVA to identify, analyse, evaluate and treat/manage risks. In order to operate effectively, the provider must adopt a process of risk assessment and management.
In practical terms, a risk assessment is a thorough look at the organisation’s practices to identify the activities, situations, processes etc. that may cause an adverse outcome. After identification is made, the organisation evaluates how likely and severe the risk is, and then decides what measures should be in place to effectively prevent or control the adverse outcome.

The purpose of risk assessment in the context of DVA’s approach to audit and compliance is to identify key risk themes, document them, and rank them according to impact, and likelihood (as well as other measures). This process also allows DVA to develop controls to mitigate the risk, and impact.

In the case of DVA, the adverse outcome is provider non-compliance with mandated requirements which presents risks to clients and the integrity of the program.

Recognising that resources are limited, and providers cannot be monitored at all times, DVA adopts a risk-based approach to monitoring compliance, which enables it to:

- identify the main risks to clients and the program
- identify the type and frequency of monitoring activities, consistent with available resources and an acceptable level of residual risk
- take action to address the greatest risks.

DVA conducts risk assessments based on three identified program risks:

- Inappropriate claiming
- Inappropriate service delivery (for example, consultants not compliant with DVA principles of rehabilitation)
- Risks to client safety (clinical) (for example, the non-referral of high-risk clients for appropriate medical and further evaluation).

In order to assess the likelihood of any of these risks being realised, as the result of non-compliance, DVA refers to a wide range of data sources including:

- Claiming Patterns
- Complaints (clients or health professionals)
- Compliance with operational guidelines
- Other information (for example, outcomes from self-assessment process).

Assessment of this data (against the program risks) enables DVA to determine the focus for its monitoring activities.

The information derived from the risk assessment is then used to develop a risk register. The risk register includes risk ratings that assist DVA to schedule audit activities. This risk register is reviewed regularly, keeping it current.
4.2. Audit Process

The audit type, scope and method chosen will be appropriate to the risk(s) identified during the risk assessment process. However, DVA anticipates that the majority of audits identified through the risk assessment will be conducted off-site. On-site audits will mostly occur through random selection, in response to risk indicators or where an off-site audit reveals any issues that require further investigation.

Table 4: Audit Details

<table>
<thead>
<tr>
<th>Topic</th>
<th>Requirement</th>
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</thead>
<tbody>
<tr>
<td>Auditors</td>
<td>• All audits are undertaken by appropriately trained and qualified DVA staff.</td>
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<tr>
<td></td>
<td>• All staff undertaking audits will have completed audit and compliance training:</td>
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<tr>
<td></td>
<td>o to ensure they have the necessary knowledge and skills to conduct audit activities</td>
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<tr>
<td></td>
<td>o in accordance with the guidelines outlined in AS/NZS ISO 19011:2003.</td>
</tr>
<tr>
<td></td>
<td>• In the conduct of audits, staff are expected to comply with the Australian Public Service Code of Conduct.</td>
</tr>
<tr>
<td></td>
<td>• The audit team will notify providers in writing of the intention to audit, outlining the proposed date; time of the audit; scope; method; and any information that may be needed from the provider.</td>
</tr>
<tr>
<td>Audit types</td>
<td>Targeted</td>
</tr>
<tr>
<td></td>
<td>• when a risk assessment helps DVA to identify a provider which represent a higher potential risk because, for example, there is an:</td>
</tr>
<tr>
<td></td>
<td>o unusual claiming pattern</td>
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<tr>
<td></td>
<td>o there have been recent relevant complaints</td>
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<td></td>
<td>o previous audits identified concerns etc.</td>
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<tr>
<td></td>
<td>Random</td>
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<tr>
<td></td>
<td>• sites are chosen randomly for these types of audits through a random number generator</td>
</tr>
<tr>
<td></td>
<td>• random audits are conducted off-site, in the first instance</td>
</tr>
<tr>
<td></td>
<td>• if the outcome of a random audit suggests there are matters that require further investigation, this may proceed to an on-site audit.</td>
</tr>
<tr>
<td>Audit scope</td>
<td>Audits are defined by scope:</td>
</tr>
<tr>
<td></td>
<td>• General: seeks to obtain a general picture of the provider’s compliance with requirements. No particular area of service delivery is targeted for close examination</td>
</tr>
<tr>
<td></td>
<td>• Limited: focuses on a particular program requirement or program risk as identified by DVA</td>
</tr>
<tr>
<td></td>
<td>One or more of the audit scopes may be conducted during a single audit.</td>
</tr>
<tr>
<td>Audit method</td>
<td>DVA may conduct audits either:</td>
</tr>
<tr>
<td></td>
<td>• Off-site: desk based review</td>
</tr>
<tr>
<td></td>
<td>o DVA will ask the provider to submit a number of files (usually between 10 and 20 although more may be requested by DVA)</td>
</tr>
<tr>
<td></td>
<td>o DVA aims to hold files for no more than 10 business days.</td>
</tr>
<tr>
<td></td>
<td>• On-site: office of the provider</td>
</tr>
</tbody>
</table>
DVA will run the Audit process as follows:

**Table 5: Audit process**

<table>
<thead>
<tr>
<th>Stage</th>
<th>Offsite</th>
<th>Onsite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Opening meeting</td>
<td>N/A</td>
<td>At the opening meeting, the DVA auditor will:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• explain the scope and conduct of the audit and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• introduce the auditors</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• give the provider’s representatives an opportunity to ask any questions</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• meet with staff to review the scope of the audit.</td>
</tr>
<tr>
<td>Audit</td>
<td>The DVA auditor will review all files against the audit scope (be it general or limited). If necessary, the auditor may:</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• contact the provider for additional information</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• seek clarification in relation to any issues identified</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• request that more files be provided to DVA. Consistent with the Contract, DVA expects files to be provided within seven working days of the request.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The DVA auditors will review files and may ask to speak with staff. The auditors will expect the provider’s staff to assist them to obtain the necessary information.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In exceptional circumstances, auditors may contact program clients directly to seek information that may assist the auditor to determine whether the provider is meeting program requirements. This may occur in the case of either an on-site or off-site audit.</td>
</tr>
<tr>
<td>Closing meeting</td>
<td>The DVA auditor will invite the provider’s representatives to participate in a closing meeting via telephone at the close of the audit. The purpose of the closing meeting is to discuss the audit findings and to give the provider an opportunity to provide additional information or explanation. It is important to note that at the closing meeting auditors will not pre-empt the final outcome of the audit. Rather, the closing meeting provides an opportunity to discuss preliminary matters prior to the issue of the audit report when the provider has a further opportunity for comment.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The DVA auditor will request the provider’s representatives to participate in a closing meeting, to discuss any concerns noted by the auditors and give the provider an opportunity to provide additional information or explanation.</td>
</tr>
</tbody>
</table>
4.3. Audit scope

As identified above, audit scope may be General, or Limited. Most audits done by DVA on Providers will operate within the below one or both of the below scopes.

DVA will monitor the provider’s performance to ensure the highest quality of services is consistently delivered.

While DVA conducts its performance management activities, it will also be assessing and evaluating the performance of the Provider and monitoring the compliance with the Agreement objectives, including but not be limited to:

Feedback on any findings for the above will be provided to Providers as part of the closing meeting, and be included in final Audit report.

<table>
<thead>
<tr>
<th>Audit scope</th>
<th>Audit requirements</th>
<th>Audit data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consultant</td>
<td>Are all Consultants currently registered with Comcare; accredited with the appropriate Credentialing body All consultants have current D9255 form on file with DVA (if consulting with more than 1 provider, must have one form per provider)</td>
<td>Comcare ID Professional registration number D9255 Form</td>
</tr>
<tr>
<td>Registration</td>
<td>Mentoring</td>
<td>Rehab documentation co-signed by mentor/clinical advisor</td>
</tr>
<tr>
<td>Training</td>
<td>Have consultants completed 4 mandatory training modules, or recently refreshed? (if training modules have been updated, or are new, did they complete within 20 business days?)</td>
<td>Completion data from modules</td>
</tr>
<tr>
<td>Organisation Accreditation</td>
<td>Providers must ensure both the organisation and its consultants meet DVA’s accreditation requirements.</td>
<td>Comcare Provider directory profile</td>
</tr>
<tr>
<td>Privacy</td>
<td>Have security and confidentiality of the Services been maintained, including privacy requirements?</td>
<td>R&amp;C ISH and PUP data</td>
</tr>
<tr>
<td>KPIs</td>
<td>Have specific performance indicators detailed in the Agreement been met? Consistent compliance with the Agreement or an Official Order. Constructive and engaged attendance and participation in contract management meetings</td>
<td>R&amp;C ISH and PUP data CM feedback SEM feedback DVA delegate feedback</td>
</tr>
<tr>
<td>Outcomes</td>
<td>Has the service provided maintained quality, efficiency and effectiveness e.g., quality outcomes to DVA clients, cost effectiveness, amount of rework required.</td>
<td>GAS LSI Client feedback / client satisfaction surveys</td>
</tr>
</tbody>
</table>
4.4. Audit outcomes

The audit outcomes are reflected in an audit report which will summarise the method and scope of the audit and the audit findings.

DVA aims to give the audit report to the provider within 20 business days of completion of the audit. If DVA is satisfied that contractual requirements have been met through the audit, with provider’s results meeting the Satisfactory criteria, the provider will receive a letter advising that no response is required. Providers may respond to the audit report within 10 working days if they wish. However, if no response is received the audit is closed after 10 working days.

If DVA is not satisfied that contractual requirements have been met through the audit, with the results meeting the Unsatisfactory criteria, the provider will be required to respond to DVA in writing within 10 working days, describing how the areas of concern will be addressed.

Following receipt of the provider’s response, DVA will consider whether any further action is required. If DVA is satisfied with the response, the audit is closed and no further action is required by the provider. If DVA is not satisfied with the response, compliance action may be taken, either with a performance management plan, or regularly scheduled meetings, or a reporting program until such time as DVA is assured that the Provider meets a satisfactory standard again.