



**Australian Government**

THE COMMONWEALTH OF AUSTRALIA

**Memorandum of Understanding**

between the

**DEPARTMENT OF VETERANS' AFFAIRS**

and the

**DEPARTMENT OF HEALTH  
OFFICE OF HEARING SERVICES**

IN RELATION TO THE PROVISION OF HEARING SERVICES TO  
ELIGIBLE VETERANS

**2014 - 2017**

THIS DOCUMENT HAS BEEN RELEASED UNDER  
THE FREEDOM OF INFORMATION ACT 1982  
BY THE DEPARTMENT OF HEALTH AND AGED CARE

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

## 1 Purpose

- 1.1 The purpose of this MOU is to outline the commitment between OHS and DVA in providing Eligible Veterans with responsive and high quality Hearing Services.

## 2 Parties

- 2.1 The parties to this MOU are the:

**Commonwealth of Australia** as represented by the **Department of Veterans' Affairs** ("DVA") ABN: 23 964 290 824;

and the

**Commonwealth of Australia** as represented by the **Department of Health, Office of Hearing Services** ("OHS") ABN: 83 605 426 759.

## 3 Term

- 3.1 This MOU commences on 1 January 2014 and will cease on 31 December 2017, unless terminated by the parties in accordance with clause 19 or extended in accordance with clause 3.2 or 3.4.
- 3.2 This MOU may be extended for a further period of up to two years by an exchange of letters between the parties.
- 3.3 The parties agree to begin negotiations on a new MOU, at least three months prior to the expiration of this MOU and endeavour to finalise negotiations prior to the expiration date.
- 3.4 In the event that a renewal or replacement MOU is not finalised by the expiration date, this MOU may be extended by an exchange of letters, until such time as the parties enter into a new MOU.

## 4 Legal Effect

- 4.1 DVA and OHS acknowledge that they are part of the same legal entity, the Commonwealth of Australia. Accordingly, this MOU has no legal effect, however, the parties agree to abide by the terms of this MOU.

## 5 Interpretation

- 5.1 In this MOU, unless the contrary intention appears:

**"Australian Hearing Services"** means Australian Hearing Services, a statutory authority established under the *Australian Hearing Services Act 1991*.

**"Approved Device"** means a hearing device included in the Schedule of Approved Devices.

**"Australian Permanent Resident"** has the same meaning as in the *Hearing Services Administration Act 1997*.

**"Dependant"** means a dependant, as defined within the meaning of the *Hearing Services (Eligible Persons) Determination 1997*, of an Eligible White Card Holder, a Gold Card Holder or a DVA PCC Holder being, at the date of this MOU:

- (a) a person who has attained the age of 21 years and is the spouse or de-

facto partner of the Eligible White Card Holder, Gold Card Holder or DVA PCC Holder; or

- (b) a person who:
- (i) has attained the age of 21 years but is under the age of 25 years; and
  - (ii) is receiving full-time education at a school, college or university; and
  - (iii) is not being paid a disability support pension under the *Social Security Act 1991*; and
  - (iv) is wholly or substantially dependent on, or the spouse or de facto partner of, the Eligible White Card Holder, Gold Card Holder or DVA PCC Holder.

**“DVA”** means the Commonwealth of Australia as represented by the Department of Veterans’ Affairs.

**“DVA PCC Holder”** means the holder of a Pensioner Concession Card issued by DVA.

**“Eligible Veteran”** means an individual who is an Australian citizen or Australian Permanent Resident and:

- (a) who is over 21 and:
- (i) an Eligible White Card Holder;
  - (ii) a Gold Card Holder; or
  - (iii) a DVA PCC Holder; or

- (b) a Dependant.

**“Eligible White Card Holder”** means the holder of a card issued by the Commonwealth known as a Repatriation Health Card, where the card is expressed to be issued for specific conditions and at least one of the conditions is war-caused or service related and involves hearing loss.

**“Gold Card Holder”** means the holder of a card issued by the Commonwealth known as a Repatriation Health Card, where the card is expressed to be issued for all conditions.

**“Health”** means the Commonwealth of Australia represented by the Department of Health.

**“Hearing Services”** has the same meaning as in the *Hearing Services Administration Act 1997*.

**“Maintenance Fee”** means the GST exclusive fee set out in the Schedule of Fees in relation to payment in respect of Gold Card Holders’ and Eligible White Card Holders’ client contribution for maintenance and batteries for Approved Devices.

**“MOU”** means this Memorandum of Understanding.

**“Non-Standard Device”** means a hearing device which is not, at the relevant time, included on the Schedule of Approved Devices.

**“OHS”** means the Office of Hearing Services in Health.

**“Program”** means the voucher program as described in the *Hearing Services Administration Act 1997*.

**“Protocol on Eligibility Confirmation”** means the protocol developed by OHS in

consultation with DVA setting out the process for confirming the eligibility of individuals identifying as Eligible Veterans, as updated from time to time by OHS in consultation with DVA.

**“Protocol on Enquiries Management”** means the protocol developed by OHS in consultation with DVA setting out the procedures for managing enquiries about Hearing Services received from individuals identifying as Eligible Veterans, as updated from time to time by OHS in consultation with DVA.

**“Protocol on Reporting”** means the protocol developed by OHS in consultation with DVA setting out the process by which OHS will report to DVA, as updated from time to time by OHS in consultation with DVA.

**“Replacement Fee”** means the GST exclusive fee set out in the Schedule of Fees in relation to payment in respect of Gold Card Holders’ and Eligible White Card Holders’ client contribution for replacement of Approved Devices.

**“Risk Management Plan”** means the risk management plan developed by the parties that identifies risks that have the potential to impact on outcomes under this MOU and management strategies for those risks, as updated from time to time.

**“Schedule of Approved Devices”** means the list of devices approved for the purpose of hearing rehabilitation published by OHS on its website ([www.health.gov.au/hear](http://www.health.gov.au/hear), or replacement website determined by OHS from time to time) as varied by OHS from time to time.

**“Schedule of Fees”** means the schedule of fees for Hearing Services published by OHS on its website ([www.health.gov.au/hear](http://www.health.gov.au/hear), or replacement website determined by OHS from time to time) as varied by OHS from time to time.

**“Service Provider”** means a person engaged by the Commonwealth to provide hearing services to Voucher-Holders under section 20 of the *Hearing Services Administration Act 1997*.

**“Top-Up Device”** means an Approved Device which is not available free of charge to a Voucher-Holder under the Program.

**“Voucher-Holder”** has the same meaning as in the *Hearing Services Administration Act 1997*.

5.2 In this MOU, unless the contrary intention appears:

- (a) words in the singular include the plural and words in the plural include the singular;
- (b) where a word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (c) clause headings are inserted for convenient reference only and have not effect in limiting or extending the language of the provisions to which they refer;
- (d) any uncertainty or ambiguity in the meaning of a provision of this MOU will not be construed against a party merely because that party prepared the provision;
- (e) a reference to a word ‘including’ in any form is not be construed as a word of limitation; and
- (f) a reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth of Australia as amended or replaced from time to time.

- 5.3 In the event of any inconsistency between the provisions of this MOU and the provisions of any statute or other legislation (whether primary or subordinate), the provisions of the statute or legislation prevails.
- 5.4 No variation of this MOU is binding unless it is agreed in writing between the parties and signed by the relevant DVA First Assistant Secretary and the relevant Health First Assistant Secretary.

## **6 Roles and Responsibilities**

- 6.1 OHS's primary role and responsibility under this MOU is to administer the Program in respect of Eligible Veterans.
- 6.2 DVA's primary role and responsibility under this MOU is to assist OHS in administering the Program in respect of Eligible Veterans and to reimburse OHS for the cost of some Hearing Services provided to Eligible Veterans.
- 6.3 The parties agree to work closely together and to assist each other in performing their roles and responsibilities under this MOU.

## **7 MOU Governance and Risk Management**

- 7.1 The parties agree to meet quarterly to discuss any issues arising out of this MOU.
- 7.2 Where any dispute or alleged default arises under this MOU, the parties agree that they will endeavour in good faith to resolve the dispute expeditiously and amicably, using the following procedures:
- (a) initial negotiation on the matter in dispute will be undertaken between the relevant Director in DVA and the relevant Director in OHS;
  - (b) if not resolved through the initial negotiation within a period of 10 business days, or further time as agreed, the matter will then be referred for resolution through negotiation between the relevant Branch Head of DVA and the National Manager of OHS;
  - (c) if not resolved within a period of 10 business days, or further time as agreed, the matter will be referred for resolution between the relevant First Assistant Secretary of DVA and the relevant First Assistant Secretary of Health;
  - (d) if not resolved within a period of 10 business days, or further time as agreed, the matter will be referred for resolution between the Secretary of DVA and the Secretary of Health; and
  - (e) despite the existence of a dispute, each party will continue to perform its obligations under this MOU.
- 7.3 The parties acknowledge the importance of effectively managing any risk associated with this MOU.
- 7.4 The parties agree to monitor, report on, and manage the risks in respect of which they have been assigned responsibility in the Risk Management Plan and to update the Risk Management Plan accordingly.

## **8 Collaboration and Service Improvement**

- 8.1 The parties recognise the importance of maintaining a positive, collaborative and co-operative working relationship and are committed to working in partnership to deliver the best possible quality outcomes under the Program.

- 8.2 The parties acknowledge the importance of achieving continuous service improvement and agree to work co-operatively on matters of mutual interest to define, develop and implement improvements for new, changed and existing business opportunities.
- 8.3 The parties agree to utilise opportunities for co-designing programs and policies. Each party recognises that the other party is an expert in its own business and that optimum outcomes will be achieved by utilising each other's expertise.
- 8.4 The parties acknowledge the benefits of maintaining a high degree of transparency in their interactions and the importance of a 'no surprises' approach. Accordingly, the parties agree to consult each other early in relation to any issues that may affect each other's programs.
- 8.5 In addition to attending the quarterly meetings described in clause 7.1, the parties will meet as and when required to consult, collaborate, exchange information and discuss any issues that may arise in relation to the Program. These meetings may cover a variety of subject matters including policy formulation, costings, process updates and reporting.

## **9 Provision of Services and Devices to Eligible Veterans**

- 9.1 An Eligible Veteran who is a Voucher-Holder is entitled to access a range of Hearing Services and Approved Devices in accordance with the *Hearing Services Administration Act 1997*, the *Hearing Services Rules of Conduct 2012*, and the *Hearing Services (Participants in the Voucher System) Determination 1997*.
- 9.2 An Eligible Veteran who is a Voucher-Holder may choose to purchase a Top-Up Device for reasons of extra functionality. Where this occurs, the Eligible Veteran is responsible for paying any fees charged by his or her Service Provider in relation to that Top-Up Device in accordance with the *Hearing Services Rules of Conduct 2012*.
- 9.3 In circumstances where an Eligible Veteran who is a Voucher-Holder has clinical hearing needs that cannot be met by a free to client Approved Device, OHS may approve the fitting of a Non-Standard Device or Top Up Device for no charge to the Eligible Veteran. If this occurs, OHS will bear the cost of providing the Eligible Veteran with the Non-Standard Device or Top-Up Device and will not seek reimbursement from DVA.

## **10 Payment of Maintenance and Replacement Fees to OHS by DVA**

- 10.1 The *Hearing Services Rules of Conduct 2012* permit Service Providers to charge Voucher-Holders specified fees for maintenance and replacement of Approved Devices. Voucher-Holders who are Gold Card Holders and Eligible White Card Holders are exempt from paying these fees.
- 10.2 OHS will inform Service Providers that Gold Card Holders and Eligible White Card Holders are exempt from paying the annual maintenance and replacement fees.
- 10.3 OHS has agreed to pay Maintenance Fees and Replacement Fees to Service Providers as Service Providers may not charge maintenance and replacement fees to Gold Card Holders and Eligible White Card Holders.
- 10.4 DVA agrees to reimburse OHS for all Maintenance Fees and Replacement Fees paid to Service Providers by OHS.
- 10.5 OHS agrees to invoice DVA monthly for all Maintenance Fees and Replacement Fees paid to Service Providers by OHS.

- 10.6 DVA agrees to pay OHS the amount shown in the invoice within 30 days of receipt, provided the invoice is correctly rendered.
- 10.7 A correctly rendered invoice is one that contains:
- (a) a reference to this MOU;
  - (b) the name of OHS's contact officer;
  - (c) an assurance that the claim for the fees has been properly calculated in accordance with this MOU;
  - (d) details of the number of Maintenance Fees and Replacement Fees paid by OHS to Service Providers; and
  - (e) the names, dates of birth (where available), and DVA file numbers of the Gold Card Holders and Eligible White Card Holders in respect of whom Maintenance Fees and Replacement Fees have been paid by OHS.
- 10.8 The parties agree that:
- (a) DVA may check the invoice and inform OHS within 10 business days, or such other timeframe as agreed by the parties, of any discrepancies associated with the invoice; and
  - (b) OHS will consider any discrepancies identified by DVA and, if confirmed, issue a new invoice to DVA.

## 11 GST

- 11.1 OHS 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* (GST Act) in relation to goods or services that are taxable supplies under the GST Act.
- 11.2 DVA will pay an additional amount equal to GST imposed on a taxable supply.
- 11.3 The parties acknowledge and agree that Health will obtain a private taxation ruling from the Australian Taxation Office in relation to whether supplies made under this MOU are taxable supplies under the GST Act.

## 12 Confirmation of Veteran Eligibility

- 12.1 OHS is responsible for confirming the eligibility of individuals identifying as Eligible Veterans.
- 12.2 DVA agrees to assist, support and facilitate OHS in confirming the eligibility of individuals identifying as Eligible Veterans.
- 12.3 The parties agree that the eligibility of individuals identifying as Eligible Veterans will be confirmed in accordance with the Protocol on Eligibility Confirmation.



**13 Data Integrity and Information Management**

- 13.1 The parties recognise the importance of ensuring that all data maintained by the parties in relation to Eligible Veterans, and the provision of Hearing Services to Eligible Veterans, is correct, complete, accurate and protected against loss, unauthorized use and disclosure.
- 13.2 The parties agree to work together to ensure the integrity, correctness and completeness of data and recognise the importance of performing integrity checks on data and updating the data regularly.
- 13.3 The parties commit to sharing de-identified data to enable forecasting of future Hearing Services requirements for DVA clients.
- 13.4 OHS agrees to regularly report to DVA in relation to the Hearing Services provided to Eligible Veterans in accordance with the Protocol on Reporting.

**14 Enquiries Management**

- 14.1 The parties agree to work cooperatively to ensure that all enquiries and feedback (including complaints, compliments or comments) received from DVA clients are resolved appropriately and in a timely manner.
- 14.2 The parties acknowledge the importance of utilising enquiries and feedback to improve client services.
- 14.3 The parties acknowledge and agree that OHS will deal with any enquiries or feedback about Hearing Services received from DVA clients in accordance with the procedures set out in the Protocol on Enquiries Management.

**15 Access to Systems**

- 15.1 OHS will provide appropriately authorised DVA staff with access to relevant OHS systems.
- 15.2 OHS will conduct a review of DVA access from time to time to ensure that levels of access granted are appropriate and necessary.

**16 Performance Standards**

- 16.1 The parties agree that they will use their best endeavours to meet any performance standards set out in:
  - (a) the Protocol on Eligibility Confirmation; and
  - (b) the Protocol on Reporting; and
  - (c) the Protocol on Enquiries Management.

**17 Accountability**

- 17.1 The parties acknowledge their obligations to comply with the *Financial Management and Accountability Act 1997* and the *Public Governance Performance and Accountability Act 2013*, as applicable, as well as associated regulations and policies.
- 17.2 The parties acknowledge that OHS conducts regular, targeted, risk-based audits of Service Providers to ensure that Service Providers are providing Hearing Services in accordance with all applicable legal, legislative and contractual obligations.

- 17.3 OHS agrees to include a percentage of Eligible Veterans in all audits, where appropriate, and to conduct an annual targeted audit of Hearing Services provided to Eligible Veterans.

## 18 Privacy

- 18.1 The parties acknowledge their obligations to comply with the *Privacy Act 1988* when dealing with personal information.
- 18.2 The parties acknowledge that Voucher-Holders have authorised the transmission of their personal information between DVA and OHS for the purposes of the administration and delivery of the Program in their application for the Program.

## 19 Termination

- 19.1 Either party may terminate this MOU by providing 90 days' written notice. Both parties will aim to secure an equitable termination arrangement at the time of the termination notice. Each party will bear its own costs in relation to any such termination.
- 19.2 The parties agree that any outstanding costs or fees owed by or to either party will be negotiated and resolved during this 90 day termination period or after the date of termination of services should this additional time be needed.

## 20 Notices

- 20.1 Correspondence related to this MOU should be directed to:

- (a) DVA
- (i) Assistant Secretary  
Primary Health Care Branch  
Department of Veterans' Affairs  
PO Box 21  
WODEN ACT 2606  
Fax: (02) 6289 4727  
Email: letitia.hope@dva.gov.au; or
- (ii) The Director  
Primary Health Care Programs  
Primary Health Care Branch  
Department of Veterans' Affairs  
PO Box 21  
WODEN ACT 2606  
Fax: (02) 6289 4727  
Email: S 22 @dva.gov.au

- (b) OHS
- (i) National Manager  
Office of Hearing Services  
Department of Health  
GPO Box 9848  
CANBERRA ACT 2601  
Fax: (02) 6289 5443  
Email: S 22 [REDACTED]@health.gov.au; or
- (ii) The Director  
Customer Service and Communication  
Office of Hearing Services  
Department of Health  
GPO Box 9848  
CANBERRA ACT 2601  
Fax: (02) 6289 5443  
Email: S 22 [REDACTED]@health.gov.au

20.2 Notices under this MOU will be effective if referred to the above officers, or to the persons occupying the position or exercising the duties of the office of the above position.

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BY THE DEPARTMENT OF HEALTH AND AGED CARE

**SIGNED** as a Memorandum of Understanding.

**SIGNED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** acting through the Department of Health, ABN 83 605 426 759, on:

28/11/13  
Date

by:

J. Chadwick  
Printed name of signatory

S 47F

Ally Crist Assistant Secretary  
Position of signatory

in the presence of:

S 22

S 22

**SIGNED** for and on behalf of the **COMMONWEALTH OF AUSTRALIA** acting through the Department of Veterans' Affairs, ABN 23 964 290 824, on:

2.12.13  
Date

by:

J.A Daniel  
Printed name of signatory

S 47F

First Assistant Secretary  
Position of signatory

in the presence of:

S 22

S 22

Printed name of witness

## STATEMENT OF INTENT BETWEEN Health AND DVA – 2017

### Purpose

- The purpose of this Statement of Intent (SoI) is to outline the commitment between the Department of Health and the Department of Veterans' Affairs to providing eligible veterans with responsive and high quality hearing services.

### Parties

- The parties to this SoI are the:
  - ✦ **Commonwealth of Australia** as represented by the **Department of Veterans' Affairs** (DVA) ABN: 23 964 290 824
  - and the
  - ✦ **Commonwealth of Australia** as represented by the **Department of Health** (Health) ABN: 83 605 426 759

### Term

- This SoI commences on the date of the signatories and will cease as agreed by the parties.

### Roles and Responsibilities

- The Australian Government Hearing Services Program (the program), as administered by Health, aims to reduce the impact of hearing loss by providing eligible people with access to hearing services.
- Health's primary role and responsibility under this SoI is:
  - Health policy and legislation, and
  - to administer the program in respect of Eligible Veterans.
- DVA's primary role and responsibility under this SoI is:
  - DVA policy (including equity and access) and legislation, and
  - to assist Health in administering the Program in respect of Eligible Veterans.
- The parties agree to work closely together and to assist each other in performing their roles and responsibilities under this SoI.
- The parties agree that responsibility for matters pertaining to the delivery of the program are directly managed by Health, whereas matters concerning DVA policy and legislation will be managed by DVA.
- Going forward Health and DVA will work together to understand the interface between the NDIS and the program and potential implications for supports given to clients.

### SoI Governance and Risk Management

- The parties acknowledge the importance of effectively managing any risk associated with this SoI.

- The parties agree to liaise on an 'as-needs' basis as represented by the respective delegates. The delegate will be, at a minimum, the respective Directors across agencies, and supported as required by the Assistant Secretaries.
- Directors will coordinate resolution of client risks and issues using a mutually agreed mechanism. Where these cannot be resolved at this level, the matter will be escalated to the AS'.
- Both departments agree to consult on proposals that change eligibility, services or supports for clients of the Hearing Services Program.
- Both parties recognise the importance of working together to achieve consistent messaging regarding hearing services to our respective client groups.

#### Data Integrity and Information Reporting

- The parties recognise the importance of ensuring that all data maintained by the parties in relation to Eligible Veterans, and the provision of Hearing Services to Eligible Veterans, is correct, complete, accurate and protected against loss, unauthorised use and disclosure.
- The parties commit to sharing de-identified data to enable forecasting of future hearing requirements for DVA clients.
- Health agrees, resources permitting, to provide DVA with a comprehensive report every 12 months, that takes into account, the following data parameters for DVA clients:
  - number of current vouchers,
  - vouchers with a service in the period,
  - new and return vouchers – all by State/Territory.
  - fittings by type by State (eg: mon or bin aural),
  - devices by type by State (behind or in ear, in canal etc)
  - fully subsidised and partially subsidised by state
  - high level services statistics, eg: total claims broken down into assessment, fitting, maintenance/repair by State by services
  - DVA Eligibility type by state
  - Health will provide data to DVA (at the alternative six months).

#### Payment of Maintenance and Replacement Fees to Health by DVA

- The *Hearing Services Rules of Conduct 2012* permit Service Providers to charge Voucher-Holders specified fees for maintenance and replacement of fully subsidised Approved Devices. Voucher-Holders who are Gold Card holders and Eligible White Card Holders are exempt from paying these fees. DVA Pensioner Concession hard holders, and spouses or dependents of any card are excluded from this exemption.
- Health will inform Service Providers that Gold Card Holders and Eligible White Card holders are exempt from paying the annual maintenance and replacement fees. Health has agreed to pay Maintenance Fees and Replacement Fees for fully subsidised approved devices to Service Providers and Service Providers waive the administration fees for Gold Card Holders and Eligible White Card Holders.
- DVA agrees to reimburse Health for the client contribution component of all Maintenance Fees and Replacement Fees paid to Service Providers by Health.
- Health agrees to invoice DVA monthly for the client contribution component of all Maintenance Fees and Replacement Fees paid to Service Providers by Health.
- DVA agrees to pay Health the amount shown in the invoice within 30 days of receipt, provided the invoice is correctly rendered.

### Confirmation of Veteran Eligibility

- Health is responsible for confirming the eligibility of individuals identifying as Eligible Veterans.
- DVA agrees to assist, support and facilitate Health in confirming the eligibility of individuals identifying as Eligible Veterans.
- DVA will inform all DVA clients and representative bodies that all eligible voucher holders receive the same services, and that the program legislation does not allow for partially subsidised devices to be fully funded.

### Accountability

- Eligible veterans, who are voucher holders, are entitled to access a range of Hearing Services and Approved Devices in accordance with the Hearing Services Administration Act 1997, the Hearing Services Rules of Conduct 2012 and the Hearing Services (Participants in the Voucher System) determination 1997. Hearing Service Providers contracted to Health may only provide Hearing Services to Eligible Veterans in accordance with all applicable legal, legislative and contractual obligations of the Hearing Services Program.
- The parties acknowledge that Health conducts regular, targeted, risk-based audits of Service Providers to ensure that Service Providers are providing Hearing Services in accordance with all applicable legal, legislative and contractual obligations.

### Notices

- Correspondence related to this Statement of Intent should be directed to:

(a) Department of Veterans' Affairs

- i. Assistant Secretary  
Program Management Branch  
Department of Veterans' Affairs  
GPO Box 9998  
CANBERRA ACT 2601  
Email: [robyn.kemp@dva.gov.au](mailto:robyn.kemp@dva.gov.au); or
- ii. The Director  
Community Program Integration  
Department of Veterans' Affairs  
GPO Box 9998  
CANBERRA ACT 2601  
Email: **s 22** @dva.gov.au

(b) Department of Health

- i. Assistant Secretary  
Hearing and Diagnostic Imaging Services  
Department of Health  
GPO Box 9848  
CANBERRA ACT 2601  
Email: [trisha.garrett@health.gov.au](mailto:trisha.garrett@health.gov.au); or
- ii. The Director  
Program Management and Audit  
Hearing and Diagnostic Imaging Services

Department of Health  
GPO Box 9848  
CANBERRA ACT 2601  
Email: s 22 @health.gov.au

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BY THE DEPARTMENT OF HEALTH AND AGED CARE



SIGNED as a Statement of Intent

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA acting through the Department of Health, ABN 83 605 426 759, on:

30 August 2017

Date

by:

TRISHA GARRETT  
Printed name of signatory

**S 47F**  
Signature

ASSISTANT SECRETARY, HEARING & DIAGNOSTIC IMAGING SERVICES BRANCH  
Position of signatory

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA acting through the Department of Veterans' Affairs, ABN 23 964 290 824, on:

17 October 2017

Date

by:

Joy Russo  
Printed name of signatory

**S 47F**  
Signature

acting Assistant Secretary,  
Program Management Branch.  
Position of signatory

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**Australian Government**

## STATEMENT OF INTENT

BETWEEN THE DEPARTMENT OF HEALTH  
AND DEPARTMENT OF VETERANS'  
AFFAIRS

## HEARING SERVICES

THIS DOCUMENT HAS BEEN RELEASED UNDER  
THE FREEDOM OF INFORMATION ACT 1982  
BY THE DEPARTMENT OF HEALTH AND AGED CARE

## 1 Purpose

- 1.1 The purpose of this Statement of Intent (Sol) is to outline the commitment to:
- 1.1.1 sharing information and data between the Department of Health (Health) and the Department of Veterans' Affairs (DVA) with a view to providing eligible veterans with responsive and suitable high quality hearing services and devices that meet their clinical needs via the Australian Government Hearing Services Program (the program); and
  - 1.1.2 working collaboratively to continuously improve the program through activities arising from hearing reviews, reports or reform where veteran clients may be impacted, sharing appropriate information and intelligence on providers and service delivery and consulting on any proposed changes to the program with relevant stakeholders.

## 2 Parties

- 2.1 The parties to this Sol are the:
- 2.1.1 **Commonwealth of Australia** as represented by the **Australian Government Department of Veterans' Affairs** (DVA) ABN: 23 964 290 824; and the
  - 2.1.2 **Commonwealth of Australia** as represented by the **Department of Health** (Health) ABN: 83 605 426 759.

## 3 Term

- 3.1 This Sol commences on the date of the signatories and will cease as agreed in writing by the parties.

## 4 Roles and Responsibilities

- 4.1 The program aims to reduce the impact of hearing loss by providing eligible people with access to hearing services. Respective departmental responsibilities include:
- 4.1.1 Health's primary role and responsibility under this Sol is:
    - health policy and legislation;
    - provide timely, consistent and comprehensive data reports to DVA; and
    - to administer the program in respect of eligible veterans.
  - 4.1.2 DVA's primary role and responsibility under this Sol is:
    - maintaining DVA's hearing policy (including equity and access) and legislation;
    - provide timely and clear communication as required to Health; and
    - to assist Health in administering the program in respect of eligible veterans.

## 5 Party Agreements

Both parties agree to:

- 5.1 work together to assist each other in performing their responsibilities under this Sol.
- 5.2 review the Sol annually from the date of signing.
- 5.3 ensure consistent messaging regarding hearing services to our respective client groups.
  - 5.3.1 The preferred communication channel is the HSP mailbox: [Hearing@health.gov.au](mailto:Hearing@health.gov.au).
- 5.4 consult on individual clients, for example, if DVA requires information relating to a veteran's voucher issue history or hearing aid fitting dates.

- 5.5 note the responsibility for matters pertaining to the delivery of the program are directly managed by Health, whereas matters concerning DVA policy and legislation will be managed by DVA.
- 5.6 consult on program policies or new proposals that change eligibility, services or supports for DVA clients.
- 5.7 work together to clarify the interface between the National Disability Insurance Scheme (NDIS), the program and potential implications for support given to shared clients.
- 5.8 work together to implement relevant program recommendations and future options arising from the *Report of the Independent Review of the Hearing Services Program*, including participation on working groups or other forums.

## 6 Governance and Risk Management

- 6.1 The parties acknowledge the importance of effectively discussing and managing any risk associated with this Sol.
- 6.2 The delegate will be, at a minimum, the respective agency Director, and supported as required by the Assistant Secretaries.
- 6.3 Directors will coordinate resolution of client risks and issues using a mutually agreed mechanism. Where these cannot be resolved at this level, the matter will be escalated to the Assistant Secretaries.

## 7 Data Integrity and Information Reporting

- 7.1 The parties recognise the importance of ensuring that all data maintained by the parties in relation to Eligible Veterans, and the provision of hearing services to Eligible Veterans, are correct, complete, accurate and protected against loss, unauthorised use and disclosure.
- 7.2 The parties commit to sharing data, where permitted by law, for the purposes of forecasting future hearing requirements for DVA clients, evaluating client and program outcomes, eligibility checking and compliance monitoring.
- 7.3 Health agrees to provide DVA with a year to date report each quarter (aligning with existing Health reporting cycles of March, June, September, December that includes the following parameters for DVA clients:
  - 7.3.1 Number of veterans registered with the program
  - 7.3.2 number of current vouchers
  - 7.3.3 vouchers with a service in the reporting period
  - 7.3.4 new and return vouchers – by State/Territory
  - 7.3.5 DVA Eligibility type by state (Gold or White Card, or Pensioner)
  - 7.3.6 device by type nationally and by State (behind or in ear, in canal etc.)
  - 7.3.7 devices by cost to client
  - 7.3.8 service by type nationally and by state (e.g. assessment, fitting, client review,)
  - 7.3.9 fully subsidised and partially subsidised devices by state
- 7.4 Amendments to these arrangements must be mutually agreed by both parties.

## 8 Payment of Maintenance and Replacement Fees to Health by DVA

- 8.1 The *Hearing Services Program (Voucher) Instrument 2019* permits service providers to charge voucher-holders specified fees for maintenance and replacement of approved devices.
- 8.1.1 Gold Card and eligible White Card Voucher holders are exempt from paying fees.
- 8.1.2 DVA Pensioner Concession card holders, and spouses or dependents of any card, are excluded from this arrangement.
- 8.1.3 DVA may review on a case-by-case basis to apply flexibility to fund a client's hearing needs or a client decision, based on client wellbeing and mental health.
- 8.2 Health will inform service providers that Gold Card and eligible White Card holders are exempt from paying the annual maintenance and replacement fees. Health agrees to pay maintenance fees and replacement fees for approved devices to service providers. Service providers waive administration fees for Gold Card and eligible White Card holders.
- 8.3 DVA agrees to reimburse Health for the client contribution component of all maintenance fees and replacement fees paid to service providers by Health for eligible veterans.
- 8.4 Health agrees to invoice DVA quarterly for the client contribution component of all Maintenance Fees and Replacement Fees paid to Service Providers by Health. If either party wishes to amend this timeframe, it will be by mutual agreement.
- 8.5 DVA agrees to pay Health invoiced amounts within 28 days of receipt, provided the invoice is correctly rendered.

## 9 Confirmation of Veteran Eligibility

- 9.1 Health is responsible for confirming individual eligibility for those identifying as eligible veterans.
- 9.2 DVA will agree to assist, support and facilitate Health in confirming eligibility of individual clients.
- 9.3 DVA will inform all clients and representative bodies that services available via the program are the same for all voucher holders, including standard government subsidies for partially subsidised devices.

## 10 Accountability

- 10.1 Eligible veterans, who are voucher holders, are entitled to access hearing services and approved devices in accordance with the *Hearing Services Administration Act 1997* and the *Hearing Services Program (Voucher) Instrument 2019*. Service providers contracted to Health may only provide hearing services to eligible veterans in accordance with all applicable legislative and contractual obligations of the program.
- 10.2 DVA and Health will consult on approving requests for partially subsidised hearing devices, which Health would fund, prior to approval being provided. DVA will provide advice via the hearing services mailbox when this situation occurs.
- 10.3 The parties acknowledge that Health conducts regular, targeted, risk-based compliance monitoring of service providers to ensure they are providing hearing services in accordance with all applicable legislative and contractual obligations. Providers are responsible for ensuring practitioners employed by them have appropriate industry accreditation and qualifications.

## 11 Escalation pathways

- 11.1 DVA will escalate complaints to Health from DVA clients to ensure visibility and coordination across both parties. When investigating a complaint or reviewing a decision, the preferred escalation pathway is:
- 11.1.1 notify the program area via the [hearing@health.gov.au](mailto:hearing@health.gov.au) mailbox; and, if needed:
  - 11.1.2 Director level discussion; and, if needed:
  - 11.1.3 Branch Head /Assistant Secretary discussion.
- 11.2 Where appropriate, Health will escalate queries, claims or complaints relating to DVA clients to ensure visibility and coordination across both parties. When investigating a complaint or reviewing a decision, the preferred escalation pathway is:
- 11.2.1 notify DVA via [CP.Care.Assistance.Programs@dva.gov.au](mailto:CP.Care.Assistance.Programs@dva.gov.au); and, if needed:
  - 11.2.2 Director level discussion; and, if needed:
  - 11.2.3 Branch Head /Assistant Secretary level discussion.

## 12 Notices

- 12.1 Correspondence related to this SOI should be directed to:

- (a) Department of Veterans' Affairs  
 Assistant Secretary Client Programs Branch  
 Department of Veterans' Affairs  
 GPO Box 9998  
 CANBERRA ACT 2601  
 Email: [sarah.kennedy@dva.gov.au](mailto:sarah.kennedy@dva.gov.au) or

The Director  
 Care and Assistance Program Branch  
 Department of Veterans' Affairs  
 GPO Box 9998  
 CANBERRA ACT 2601  
 Email: s 22 @dva.gov.au

- (b) Department of Health  
 Assistant Secretary, Hearing Services Branch  
 Department of Health  
 GPO Box 9848  
 CANBERRA ACT 2601  
 Email: [Chris.Carlile@Health.gov.au](mailto:Chris.Carlile@Health.gov.au) or

The Director  
 Hearing Policy and Compliance Section  
 Hearing Services Branch  
 Department of Health  
 GPO Box 9848  
 CANBERRA ACT 2601  
 Email: s 22 @health.gov.au

**SIGNED as a Statement of Intent**

**SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA acting through the Department of Health, ABN 83 605 426 759, on:**

27 April 2022

*Date*

by:

Chris Carlile

*Printed name of signatory*

**S 47F**

*Signature*

AS, Hearing Services Branch, DoH

*Position of signatory*

**SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA acting through the Department of Veterans' Affairs, ABN 23 964 290 824, on:**

26 April 2022

*Date*

by:

Sarah Kennedy

*Printed name of signatory*

**S 47F**

*Signature*

Assistant Secretary, Client Programs Branch

*Position of signatory*

THIS DOCUMENT HAS BEEN RELEASED UNDER  
THE FREEDOM OF INFORMATION ACT 1982  
BY THE DEPARTMENT OF HEALTH AND AGED CARE