

# **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**  
**Therapeutics Education Services (Veterans' MATES)**  
**Program**

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# THE SCHEDULE

*Note: Terms are subject to the interpretation clause 26, definitions in specific clauses and in clause 32. Defined terms are **bolded** when first occurring in a Part.*

## Part

### A Purpose

*[Relates to clause 1]*

The purpose of this **agreement** is for the provision of the Veterans' Medicines Advice and Therapeutics Education Services (Veterans' MATES) Program, a consumer health literacy and prescriber education program designed to improve quality use of medicines and reduce adverse medication events within the veteran community.

### B Term of agreement

*[Relates to clause 1]*

- (1) This **agreement** commences on 1 July 2015 or the date of the last signature, whichever is the later date and shall end on 30 June 2018. This agreement can be extended only under Schedule Part B(2).
- (2) **DVA** has an option to extend this agreement by periods up to a total of 36 months. DVA may exercise the option by giving notice in writing [clause 9] to the **contractor** no later than three 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	Other incorporated entity
Trading or business name	University of South Australia
Australian Business Number (ABN)	37 191 313 308
Registered office (street address)	North Terrace ADELAIDE SA 5000
Postal address	GPO Box 2471 ADELAIDE SA 5001
Telephone number (General)	08 8302 6611
E-mail address (General)	<a href="mailto:campuscentral.cityeast@unisa.edu.au">campuscentral.cityeast@unisa.edu.au</a> <a href="mailto:campuscentral.citywest@unisa.edu.au">campuscentral.citywest@unisa.edu.au</a>

### D Contractor's representative

*[Relates to clauses 8.1 and 9.1]*

Contractor's representative	Dr Bruce Chadwick
Position	Senior Business Development Manager
Postal/street address(es)	GPO Box 2471 ADELAIDE SA 5001
Telephone	Tel: 08 8302 2333
E-mail address	<a href="mailto:bruce.chadwick@unisa.edu.au">bruce.chadwick@unisa.edu.au</a>

**E Specified personnel of contractor***[Relates to clause 2.1]*The **personnel** listed below are specified personnel:

Full legal name of person	Professor Elizabeth Roughead
Any relevant qualifications, skills or licences	B Pharm, Dip Health and Ed Promotion, M App Sci, PhD Pharmacoepidemiology, drug utilisation analysis, health promotion, evaluation
Nature of work to be performed under this agreement	Program Director
Telephone	Tel: 08 8302 1238
E-mail address	Libby.Roughead@unisa.edu.au

Full legal name of person	Ms Vanessa Le Blanc
Any relevant qualifications, skills or licences	BA (Psychology) Educational material development, scoping and design of behavioural change interventions
Nature of work to be performed under this agreement	Program management
Telephone	Tel: 08 8302 1237
E-mail address	Tammy.LeBlanc@unisa.edu.au

Full legal name of person	Mr John Barratt
Any relevant qualifications, skills or licences	B Appl Sci (Comp Studies), B Pharm, Grad Dip (Community Pharmacy Practice) Management, security, analysis of large data sets, Protective Security (AGD)
Nature of work to be performed under this agreement	Team leader – data and security
Telephone	Tel: 08 8302 2431
E-mail address	John.Barratt@unisa.edu.au

Full legal name of person	Dr Nicole Pratt
Any relevant qualifications, skills or licences	BSc (Hons Statistics), PhD Biostatistics, pharmacoepidemiology
Nature of work to be performed under this agreement	Team leader – data analysis
Telephone	Tel: 08 8302 2818
E-mail address	Nicole.Pratt@unisa.edu.au

Full legal name of person	Dr Lisa Kalisch-Ellett
Any relevant qualifications, skills or licences	B Pharm, PhD Evaluation of health intervention impact, incl. economic
Nature of work to be performed under this agreement	Data analysis
Telephone	Tel: 08 8302 1121
E-mail address	Lisa.Kalisch@unisa.edu.au

Full legal name of person	Ms Emmae Ramsay
Any relevant qualifications, skills or licences	B Sci, Grad Dip Appl Stat, M Clin Epi Epidemiology, applied statistics
Nature of work to be performed under this agreement	Statistics and data analysis
Telephone	Tel: 08 8302 2314
E-mail address	Emmae.Ramsay@unisa.edu.au

Full legal name of person	Mr Andrew Milburn
Any relevant qualifications, skills or licences	B Sci (Physics/Electronics), BD (Theology) Microsoft Certified Professional, SQL Server and .NET programming
Nature of work to be performed under this agreement	Programming and data analysis
Telephone	Tel: 08 8302 1360
E-mail address	Andrew.Milburn@unisa.edu.au

## F Subcontractors of contractor

*[Relates to clause 2.4]*

Full legal name of subcontractor	National Prescribing Service Ltd
Trading or business name	NPS MedicineWise Represented by Ms Karen Kaye, Executive Manager
Authorised role of subcontractor	Involvement in Project Executive Committee Involvement in Module Development Team

Full legal name of subcontractor	SA Health
Trading or business name	Drug and Therapeutics Information Service Represented by A/Prof Debra Rowett, Director
Authorised role of subcontractor	Involvement in Project Executive Committee Involvement in Module Development Team

Full legal name of subcontractor	Australian Medicines Handbook
Trading or business name	Australian Medicines Handbook Represented by Ms Simone Rossi, Managing Editor
Authorised role of subcontractor	Involvement in Project Executive Committee Involvement in Module Development Team

Full legal name of subcontractor	University of Adelaide
Trading or business name	Discipline of General Practice Represented by Prof Nigel Stocks, Head
Authorised role of subcontractor	Involvement in Project Executive Committee Involvement in Module Development Team

Full legal name of subcontractor	Healthlink Ltd
Trading or business name	HealthLink

	Represented by Ms Nikki Breslin, National eHealth Manager
Authorised role of subcontractor	Involvement in Project Executive Committee Involvement in Module delivery

Full legal name of subcontractor	University of Adelaide
Trading or business name	School of Public Health A/Prof Tracy Merlin, Managing Director Data Management and Analysis Centre
Authorised role of subcontractor	Involvement in Project Executive Committee Involvement in evaluation activities Development and maintenance of www.veteransmates.net.au

### G DVA Delegate

[Relates to clause 32]

Delegate	<del>Ms Tara Hatzismalis</del> MR. RAPHAEL (BOB) CAUCHY
Position	Director, Contract Management & <del>Capability</del>
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	PO Box 9998 CANBERRA ACT 2600
Telephone	Tel: 02 <del>6289-6076</del> 9213-7938
E-mail address	hcs.contract.management@dva.gov.au

### H DVA Contract Manager and Program Manager

[Relates to clause 32]

Contract Manager	<del>Mr Damien Beard</del> MS CARMEL McDERMOTT
Position: <i>Contract Liaison Officer</i>	Assistant Director, Contract Management & <del>Capability</del>
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	PO Box 9998 CANBERRA ACT 2600
Telephone	Tel: <del>02-6225-4699</del> (08) 8290-0392
E-mail address	<del>Damien.beard@dva.gov.au;</del> CARMEL.McDERMOTT@dva.gov.au hcs.contract.management@dva.gov.au

Program Manager	Ms Francene Benness
Position	Assistant Director, Health Programmes
Street Address	Lovett Tower, 13 Keltie Street, Woden ACT 2606
Postal Address	PO Box 9998 CANBERRA ACT 2600
Telephone	Tel: 02 6289 6472
E-mail address	francene.beness@dva.gov.au

### I Services and deliverables

[Relates to clause 4.1(a)]

- (1) The contractor shall provide, or shall arrange for the provision of veteran health literacy and prescriber education services as particularised in the Statement of Requirements at Attachment A.

- (2) The services in the Statement of Requirements at Attachment A may change over the life of the agreement. A variation to the contractor's responsibilities for the services will occur only if a formal variation to the agreement is signed by both parties.
- (3) DVA may from time to time request the contractor to provide additional services. The request will take the form of an 'Official Order' signed by the DVA Delegate. The format of the Official Order is detailed at Attachment B. The contractor will not provide any additional services without a signed Official Order.

## **J Implementation issues**

*[Relates to clause 1.2]*

The parties agree that the clauses and the Statement of Requirements at Attachment A adequately reflect their agreement.

## **K Quality standards**

*[Relates to clause 4]*

The parties agree that the clauses adequately reflect their agreement on the quality standards.

## **L Payments**

*[Relates to clause 7]*

- (1) 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, inclusive of GST, not exceeding those listed in the Veterans' MATES Fee Schedule at Attachment C.
- (2) The contractor will submit invoices in accordance with paragraph 3.3 of the Statement of Requirements at Attachment A.

## **M Assistance to be provided by DVA**

*[Relates to clause 7.2]*

DVA agrees to provide the contractor, (including its personnel or its subcontractor) with the assistance specified in paragraph 1.3 of the Statement of Requirements at Attachment A.

## **N Jurisdiction governing interpretation**

*[Relates to clauses 29]*

The applicable law is that of 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];
- (i) clauses 22 and 23 [Insurance and indemnity]; and
- (j) 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].
- 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) if requested by DVA, provide the details listed in Schedule Part F in relation to any subcontractor engaged in the delivery of services and acknowledges that DVA is required to publicly disclose such information;
  - (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) ensure that all contracts with subcontractors contain equivalent provisions to this agreement to the extent that those provisions are capable of applying to the subcontract (including this requirement in relation to subcontracts);
  - (e) inform subcontractors about obligations arising under this agreement, especially that their names and other details may be disclosed publicly.
- 3 **Not used**

## — 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;
  - (b) comply with any Commonwealth laws and policies relating to the performance of this agreement; and
  - (c) meet the quality standards specified in Schedule Part K.

### 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 security vets 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, e.g., 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:

- (i) as specified in Schedule Part L or an Official Order; and
- (ii) 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 7.2, 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 [e.g., Invoice No:] or letters and a unique number that identify the invoice;
  - (iv) words [e.g., 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:
- (i) prior approval is obtained from the DVA Contract Manager for proposed expenditure including costs of transport, meals and accommodation; and

- (ii) the costs are those not intended to be borne by the contractor under other terms of this agreement; and
  - (iii) all claims are supported by receipts or other appropriate supporting documentation.
- 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 subcontractor's 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 contractor acknowledges that a 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.
- 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 by any person 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 For any dispute arising under the agreement, the parties agree to comply with (a) to (d) of this clause sequentially:
- (a) both **Contract Managers** will try to settle the dispute by direct negotiation;
  - (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a notice setting out details of the dispute and proposing a solution;
  - (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
  - (d) failing settlement within a further ten (10) business days, DVA will, without delay, refer the dispute to a mediator selected by DVA or, at DVA's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.
- 11.2 Representatives of each party must attend the mediation. The nominated representatives must have the authority to bind their organisation and act in good faith to genuinely attempt to resolve the dispute.
- 11.3 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.
- 11.4 If the dispute is not resolved within thirty (30) business days after mediation commences, either party may commence legal proceedings.
- 11.5 Despite the existence of a dispute, the parties will continue to perform their obligations under this agreement unless requested by the other party not to do so.
- 11.6 The procedure in clause 11 does not apply to action relating to compensated reduction or cancellation [clause 24], or termination because of a specified default [clause 25.4], or to legal proceedings for urgent interlocutory relief.

## 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* 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 [e.g., 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, e.g., 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:
- i. premises where the services are, or were, being undertaken or delivered, including by its personnel and subcontractors; and
  - ii. DVA material, wherever located, including any system connected with the performance of this agreement.
- 13.3 **[Informed consent to disclosure]** 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.
- 13.6 **[Access to documents]** This sub-clause 13.6 applies if this agreement is a 'Commonwealth contract' as defined in the *Freedom of Information Act 1982*. In this sub-clause 13.6, 'document' has the same meaning as in the *Freedom of Information Act 1982*.
- The contractor agrees that:
- (a) where DVA has received a request for access to a document created by, or in the possession of, the contractor or any subcontractor that relates to the performance of this agreement (and not to the entry into the agreement), DVA may at any time by written notice require the contractor to provide the document to DVA and the contractor must, at no additional cost to DVA, promptly comply with the notice; and
  - (b) the contractor must include in any subcontract relating to the performance of this agreement provisions that will enable the contractor to comply with its obligations under this sub-clause 13.6.

## 14 Privacy

- 14.1 In the performance of this agreement, the contractor agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* and not to do anything, which if done by DVA, would breach an 'Australian Privacy Principle' as defined in that Act.

## **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 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;
    - i. to a court, arbitrator, mediator or administrative tribunal in the course of proceedings before them to which the disclosing party is a party;
    - ii. is disclosed to the responsible Minister, or by the responsible Minister in a parliamentary process 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;
    - iii. is shared by DVA within its organisation, or with another agency, where this serves the legitimate interests of the Commonwealth;
    - iv. is disclosed by a party to its personnel or subcontractor in order to comply with obligations under this agreement; or
    - v. that is required to be published under Commonwealth government and procurement requirements, e.g., nature, value and parties to this agreement.
- 15.3 Where a party discloses information, 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.

## **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 this agreement unless the information is in the public domain.

## **17 Conflict of interest**

- 17.1 The contractor warrants that, after diligent inquiry, no real or 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 and comply with any reasonable notice given to the contractor by DVA in relation to the conflict.



## 18 Security and safety

- 18.1 This agreement is subject to the Commonwealth Protective Security Policy Framework that is publicly available at <http://www.protectivesecurity.gov.au>.
- 18.2 When accessing any Commonwealth place, area or facility, the contractor must comply with any security and safety requirements notified to the contractor by DVA or of which the contractor is, or should reasonably be, aware. The contractor must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.
- 18.3 The contractor must ensure that any material and property (including security-related devices and clearances) provided by DVA for the purposes of this agreement is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and returned as directed by DVA.
- 18.4 **[Security clearances]** All costs associated with obtaining security clearances or checks shall be borne by the party identified as follows:
- (a) where a security clearance or check is required, or notified in a procurement process, before entering into this agreement - the contractor;
  - (b) where DVA requires a security clearance or check after the commencement of this agreement – DVA.
- 18.5 **[Breach]** DVA may rely on clause 24.4 [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** of third parties and the contractor remains unaffected by this clause 19.
- 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 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 To the extent permitted by law and for the benefit of DVA, the contractor consents, and must use its best endeavours to ensure that each author of material consents in writing, to the use by DVA of material, even if the use may otherwise be an infringement of their **moral rights**.
- 20.2 For the purposes of this clause 20, '**moral rights**' means right of attribution of authorship of work, right not to have authorship of work falsely attributed and right of integrity of authorship as defined in the *Copyright Act 1968*.

## — RISK MANAGEMENT —

### 21 Relationship of the parties

- 21.1 Neither party is the employee, agent or partner of the other party. Neither party, by virtue of this agreement, is authorised to bind or represent the other party.
- 21.2 **[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; and
  - (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.
- 21.3 In all dealings related to this agreement, the parties agree to:
- (a) communicate openly with each other and cooperate in achieving the contractual objectives;
  - (b) act honestly and ethically;
  - (c) comply with reasonable commercial standards of fair conduct; and
  - (d) consult, co-operate and co-ordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health of workers and workplaces.

### 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 end date or termination of this agreement, whichever is the later.
- 22.4 The contractor agrees to provide proof of insurance covers to the **DVA Contract Manager** on 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.

## **24 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
  - (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 getting (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;
  - (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 (Official 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 Official 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.
- (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**

- 28.1 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.
- 28.2 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.
- 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:

<b>Agreement</b>	This 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.
<b>Business day</b>	Means a day on which the offices of both parties are open for business to the public.
<b>Commonwealth</b>	Means the Commonwealth of Australia.
<b>Contract Manager</b>	Means the <b>DVA Contract Manager</b> as specified in Schedule Part H or the contractor's nominated representative specified in Schedule Part D.

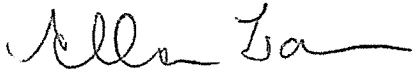
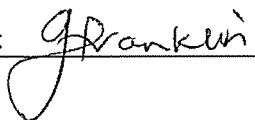
<b>Contract material</b>	Means all <b>material</b> (including as described in Part I [Services and deliverables]): (a) brought into existence, for this agreement's purpose under Part A [Purpose], (b) incorporated in, supplied with or to be supplied with the <b>material</b> described in paragraph (a), and (c) copied or derived from the <b>material</b> in paragraphs (a) or (b).
<b>DVA Contract Manager</b>	Means the individual holding or performing the duties of the position described in Schedule Part H or another individual or position as the <b>DVA Delegate</b> nominates in writing.  The duties of the Contract manager are, but not limited to, managing any administrative concerns, issues, queries or requirements associated with this contract or the SOR of this agreement.
<b>DVA Program Manager</b>	Means the individual holding or performing of the position described in Schedule Part H or another individual or position as the DVA Delegate nominates in writing.  The duties of the DVA Program manager are, but not limited to, the day to day program activities and requirements and the requirements listed in the SOR of the Veterans' MATES program.
<b>DVA Delegate</b>	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 First Assistant Secretary of the Department of Veterans' Affairs nominates in writing.
<b>DVA material</b>	Means <b>contract material</b> and material that the <b>Commonwealth</b> , including <b>DVA</b> , provides under this <b>agreement</b> , or that the contractor, its <b>personnel</b> or its subcontractor obtains from the Commonwealth or material copied or derived from those materials.
<b>Existing material</b>	Any <b>material</b> in existence at the commencement of this <b>agreement</b> or created, at any time, independently of this <b>agreement</b> and includes all <b>Intellectual Property</b> in that <b>material</b> .
<b>Illegal worker</b>	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.
<b>Intellectual Property</b>	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, 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.
<b>Intellectual property rights</b>	Means all intellectual property rights recognised at law which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.



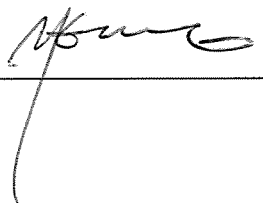
<b>Law</b>	Includes any relevant: (a) Legislation, whether primary, delegated or subordinate, of the <b>Commonwealth</b> or a, State, Territory or local government, or (b) Judicial ruling (including under the common law or the rules of equity).
<b>Material</b>	Means any object (including any goods, equipment, and deliverables), record (including as defined under the <i>Archives Act</i> 1983), document, software, information, or subject matter in which <b>intellectual property rights</b> subsist.
<b>Notice</b>	Means an official notice or communication in writing, from one party and delivered to the other party, at the postal address, or email address, or facsimile number set out in this agreement.
<b>Person</b>	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 (e.g., a government), an office, commission, authority, committee, tribunal, board, institute, trust, partnership or any other organisation or unincorporated association.
<b>Personnel</b>	Includes any party's officer, partner, employee, student, 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.



# THE SIGNATURES PAGE

THIS AGREEMENT IS EXECUTED AS A DEED.

<b>Signed, sealed and delivered for and on behalf of:</b> The University of South Australia	
by: Professor Allan Evans, Acting Vice Chancellor and President	
<b>Signature and date:</b>	 18 / 12 / 15
Witnessed by: Jodie Franklin	
<b>Signature and date:</b>	 18 / 12 / 15

<b>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.</b>	
By: 	
<b>Signature and date:</b>	 23 / 12 / 2015
Witnessed by: Charles Azzi	
<b>Signature and date:</b>	 23 / 12 / 2015



## Statement of Requirements

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# ***1 INTRODUCTION***

## ***1.1 Purpose***

The purpose of this **Statement of Requirements (SOR)** is to define and describe the services to be provided by the contractor for the DVA Veterans' MATES program (hereafter referred to as the "services").

## ***1.2 What are the requirements for services***

The contractor will be required to deliver the services as specified in the agreement and in this **SOR**. The services are described more fully in paragraph 2.

## ***1.3 What is needed to undertake the services***

### **DVA Material and Assistance**

DVA will provide the contractor with:

- (a) DVA administrative claims data (hereafter referred to as "DVA data") including the following datasets:
  - i. Medical (GPs, Specialists, Diagnostics);
  - ii. Allied health (e.g. Psychologists, Social Workers, Occupational Therapists, Dentists);
  - iii. Private and public hospital admissions (Major Diagnostic Category, Diagnosis Related Group, International Classification of Diseases);
  - iv. Pharmacy (by Anatomic Therapeutic Chemical levels);
  - v. Veterans' Home Care;
  - vi. Coordinated Veterans' Care (CVC)
  - vii. Community Nursing; and
  - viii. Rehabilitation Appliance Program Treatment Operation Review System.

The data types relating to the client include addresses and planning regions; demographic details (age, sex); disability and incapacity; mental health cohort and reason; conflicts and DVA eligibility (for clients alive and eligible during the reporting period). DVA will:

- i. Deliver DVA data each month to the contractor by secure File Transfer Protocol (FTP) process and in a CSV file in compressed format. Client Data will be provided to the contractor on a weekly basis for use to ensure deceased veterans are not included in the program;
  - ii. Provide seven (7) years worth of data in each monthly transfer, in 2GB file partitions.
- (b) Access to the DVA secure file transfer system to access DVA data;
- (c) Access to DVA assistance with accessing DVA data and understanding the data structures, models and business rules that underlies the DVA data;
- (d) Administrative rights to the Veterans' MATES website at [www.veteransmates.net.au](http://www.veteransmates.net.au) to enable the contractor to have full responsibility for managing, developing and supporting the Veterans' MATES website;

- (e) Access to DVA personnel through participation in governance arrangements as agreed between the parties; and
- (f) As required, introductions to Veterans' groups, medical practitioners, other health practitioners and other professional organisations to assist with collaboration and/or feedback of Veterans' health issues or on the education material.

### **Contractor Material**

The contractor will supply:

- (a) Analytical tools, systems, procedures and expertise in pharmacoepidemiology to analyse DVA data to identify medication related problems and to monitor and inform DVA of emerging health care trends and issues; and
- (b) A secure environment to store DVA data and provide appropriate data access arrangements, including appropriately security-cleared personnel and compliance with relevant Commonwealth and DVA security 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:

- (a) Finalising, within 30 business days of the commencement date of the agreement, the draft Transition-In Plan that the contractor submitted as part of its tender for the Veterans' MATES program. The contractor's final Transition-In Plan should identify, at a minimum, the activities and timeframes for:
  - i. Maintain a secure environment to store DVA data and provide appropriate data access arrangements that complies with relevant Commonwealth and DVA security requirements;
  - ii. Establishing governance and approval structures that, as appropriate includes DVA, contractor and veteran and health professional stakeholders.
  - iii. Recruiting appropriately qualified staff, including obtaining appropriate police checks or security vets as required. DVA may, at its sole discretion, accept or reject any personnel or subcontractor on the basis of a police check or security vetting report;
  - iv. Finalising the draft 2015-16 Work Plan that the contractor submitted in its tender for the Veterans' MATES program that will inform and prioritise the activities of the contractor in delivering the Veterans' MATES program. Among other operational matters relating to the delivery of the Veteran MATES program, the 2015-16 Work Plan should address how the contractor will release education material within four (4) months of the commencement of the agreement
  - v. Taking responsibility for managing, developing and supporting the Veterans' MATES website at [www.veteransmates.net.au](http://www.veteransmates.net.au);
  - vi. Working with DVA to seek endorsement from DVA's Human Research Ethics Committee (HREC) for provision of the Veterans' MATES program prior to actual delivery of the program. For more information about DVA's HREC, please refer to: <http://www.dva.gov.au/health-and-wellbeing/research-and-development/dva-human-research-ethics-committee>; and

- vii. Other transition-in activities that the contractor consider relevant.

### *1.5 Transition-Out Requirements*

Twelve months prior to the end date of the agreement the contractor will prepare the Transition-Out Plan for disengagement from the services and the Veterans' MATES program. The contractor will provide the Transition-Out Plan to the DVA Contract Manager for approval five (5) months prior to the end date of the agreement to ensure a smooth transition of the services to DVA or to another service provider. The Transition-Out Plan may cover matters, including but not limited to:

- (a) Roles and responsibilities of contractor staff for transition-out activities;
- (b) How DVA material and agreement material will be protected during the transition-out period;
- (c) Provision or return of DVA material and agreement material;
- (d) Skills transfer to DVA or another nominated party;
- (e) How the Veterans' MATES website at [www.veteransmates.net.au](http://www.veteransmates.net.au) will be maintained pending transfer to a new service provider;
- (f) Final reporting and payment; and
- (g) Managing risk during the transition-out period.

## ***2 SERVICES AND SERVICE CATEGORIES***

The following statements identify the contractor's responsibilities for the Veterans' MATES program. During the term of the agreement, either DVA or the contractor may propose changes to the responsibilities that are described below. In this event both parties will discuss the matter. A variation to the contractor's responsibilities for the services will occur only if a formal variation to the agreement is signed by both parties.

The services are described in five categories below. The contractor will deliver all five categories of the services as part of the DVA Veterans' MATES program.

### ***2.1 Health Issues Identification and Data Analysis***

2.1.1 The contractor is responsible for analysing DVA data to identify, monitor and inform DVA of medication related problems and emerging health care trends, including but not limited to:

- (a) Conducting analysis of the DVA data sets including prescription claims, Medicare Benefits Scheme claims, hospital claims and any other data set agreed to be used by DVA;
- (b) Identifying suitable issues or areas of concern for research or analysis using DVA data and the contractor's knowledge of emerging health trends or issues;
- (c) Utilising the contractor's analytical capabilities to deliver targeted patient specific information on the identified issue or areas of concern to the veteran, the veteran's primary prescriber and other targeted health professionals;
- (d) Developing measures to evaluate the impact of education material on: the targeted group; or the aim of the Veterans' MATES program of optimising the use of medicines to improve health outcomes and quality of life for veterans; and
- (e) From time to time, undertake additional data analysis services utilising DVA data and the contractor's analytical capabilities under a separate Official Order on issues to be agreed with DVA.

### ***2.2 Preparation of Targeted Health Education Material***

2.2.1 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:

- (a) Veteran community;
- (b) Prescribers of individual veterans (refer 2.2.5);
- (c) Community and accredited pharmacists; and
- (d) Other health professionals as appropriate to the content of the educational material

('targeted groups') to meet the needs of the existing and changing veteran demographic.

2.2.2 The contractor may propose more than four (4) releases of education material per annum.

2.2.3 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.

- 2.2.4 Planning for all releases of education material will be through the annual Work Plan and approved through the contractor's governance structures and processes.
- 2.2.5 As at April 2015, the targeted prescribers and health professionals include the targeted veteran's primary General Practitioner (GP), community pharmacies and accredited pharmacists. DVA is interested to extend the Veterans' MATES program to include a broader range of health professional types; making use of new technologies in disseminating education material; and better responding to the changing demographic needs of the veteran community. The contractor will assist DVA in this endeavour.
- 2.2.6 Veterans' MATES is an accredited continuing professional development (CPD) learning activity for participating pharmacists and GPs. The contractor will prepare material to support the CPD activities for participating pharmacists and GPs.

### *2.3 Dissemination of Health Education Information*

- 2.3.1 The contractor is responsible for disseminating education material and/or research findings to the targeted groups through appropriate communication channels, including but not limited to:
- (a) The Veterans' MATES website ([www.veteransmates.net.au](http://www.veteransmates.net.au));
  - (b) DVA Veterans' Affairs Pharmaceutical Advisory Centre (VAPAC);
  - (c) Other electronic media;
  - (d) Printed education material that are disseminated by post;
  - (e) Brochures and posters;
  - (f) Lectures and presentations at Australian or overseas conferences;
  - (g) Articles to be published in Australian or overseas journals; or
  - (h) Other channels as agreed between the parties.
- 2.3.2 Prior to the dissemination of the education material, DVA will review, quality assure and approve the education material for dissemination;
- 2.3.3 The education material are to be disseminated to the targeted groups in an appropriate format.
- 2.3.4 All other material on the Veterans' MATES program that will be disseminated, such as research findings, brochures, posters, lectures, presentations, articles or other formats that utilises DVA data or reports on the program must be approved by DVA in writing prior to publication or dissemination. DVA will not unreasonably withhold its approval.
- 2.3.5 Dissemination includes the development, set-up and management activities of the preparation of any education material, whether in print (for example, letters, reports) or in electronic formats (for example, training videos, website enhancements). For education material that will be disseminated to targeted groups, the production of digital formats (eg videos) or in print format (such as reports or letters) that will be delivered by postal mail across Australia, DVA will reimburse the contractor with no mark-ups for the actual cost of production or printing, packing and postage of the education material.



## *2.4 Evaluating Health Education Impacts*

2.4.1 The contractor is responsible for evaluating the impacts of the education material on the targeted groups, including but not limited to:

- (a) Measuring changes in health services, before and after the release of the education material, including examining the resultant costs of the health system;
- (b) The effects of the education material on the long term goals of the program; and
- (c) Obtaining feedback from the targeted groups.

## *2.5 Governance and Management*

2.5.1 The contractor is responsible for governance and management of the delivery of the Veterans' MATES program, including but not limited to:

- (a) Preparing an annual Work Plan that informs and prioritises the activities of the contractor in managing the Veterans' MATES program. The Work Plan for 2015-16 will be based on the draft Work Plan submitted as part of the contractor's tender. The final Work Plan for 2015-16 is to be updated and delivered to the DVA Contract Manager for approval within 30 business days of the commencement of the agreement. The DVA Contract Manager, in consultation with the Program Manager, will give its approval of the final Work Plan for 2015-16 within 30 business days of receiving the document from the contractor. The final Work Plan for 2015-16 should include:
  - i. Transition-in activities;
  - ii. Data analysis activities;
  - 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 30<sup>th</sup> 2016, including planning, data analysis, writing, review, quality assurance and approval by the governance structures and processes;
  - iv. Dissemination activities, including through new channels;
  - v. Evaluation activities;
  - vi. Activities for managing, developing and supporting the Veterans' MATES website at [www.veteransmates.net.au](http://www.veteransmates.net.au);
  - vii. Support activities for governance and consultative structures, including arranging the schedule of meetings;
  - viii. Reporting to DVA in accordance with paragraph 3.1 of this Statement of Requirements; and
  - ix. Other matters that the contractor considers should be included in the Work Plan for 2015-16.
- (b) In subsequent years, a draft Work Plan with a similar content to the 2015-16 Work Plan, is required to be submitted for the DVA Contract Manager's review and approval within three (3) months of the end of the financial year, for commencement on 1st July of the new financial year. The annual Work Plan is to be monitored and updated as required to reflect emerging health issues;
- (c) Providing all human and other resources that are required for delivering the Veterans' MATES program;

- (d) A secure data management facility, which stores DVA data and analyses of DVA data. The contractor must not permit any DVA data to leave Australia. As appropriate, the contractor may provide its employees, contractors or subcontractors who are located overseas with access to DVA data through the appropriate use of information technology. However, to the extent that the contractor provides such access, the contractor must ensure at all times that DVA data and analyses of DVA data is stored at facilities (e.g. servers) in Australia;
- (e) The classification of the data on Veterans' MATES is IN-CONFIDENCE and DVA requires that all contractor personnel accessing the data to have a positive police check. Accordingly, within 30 business days of the appointment of contractor personnel and prior to the contractor personnel accessing DVA data, the contractor is required to provide DVA with evidence that the contractor personnel has been given a positive police check;
- (f) Establishing and maintaining the governance structures and process for the Veterans' MATES program. The governance structures and process are the stakeholder networks that the contractor proposes for consultation, collaboration and governance of the Veterans' MATES program among DVA, veterans' groups, medical practitioners, other health practitioners and other professional organisations to assist in identifying emerging issues, review and quality assure education materials and provide advice or input into relevant aspects of the Veterans' MATES program. The contractor will consult with DVA on the membership of consultative and governance groups that the contractor proposes to establish;
- (g) All consultative and governance structures that are established by the contractor must be approved by the DVA Program Manager and comply with the Australian Government's governance policy that was released by the Minister for Finance in December 2014, which can be accessed at <http://www.financeminister.gov.au/publications/docs/towards-a-sustainable-future.pdf>. DVA requires that it has representation on any governance structure that reviews, quality assure and approves the:
  - i. Subject matter and content of education material; and
  - ii. Release of the education material to the targeted groups.
- (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;
- (i) Supporting and maintaining the Veterans' MATES online presence (the Veterans' MATES website at [www.veteransmates.net.au](http://www.veteransmates.net.au)) in accordance with all relevant Australian Government requirements. The contractor must ensure that the Veterans' MATES website and other web-based content comply with all relevant Mandatory Requirements identified in the Web Guide at <http://webguide.gov.au/mandatory-requirements/>;
- (j) Supporting the dissemination of education material and research findings through DVA's Veterans' Affairs Pharmaceutical Advisory Centre (VAPAC) by providing appropriate half-day, on-site training to VAPAC staff in Brisbane at a time to be agreed with DVA; and

- (k) From time to time, undertaking additional services through one or more separate Official Orders to analyse DVA data. This may include undertaking data analysis to support DVA in considering a range of issues. DVA and the contractor will agree on the specific additional services to be provided through separate Official Orders.

2.5.2 The Veterans' MATES program is continually evolving, including reflecting changes in the overall health system, the changing demographic of the veteran community, a broadening of the range of health professionals who are caring for veterans, new technologies and new models of care. DVA considers that there are opportunities to extend the Veterans' MATES program to support the management of primary health care. DVA will be relying on the contractor to take account of these changes to enhance over time the delivery of the program.

2.5.3 The contractor will work, at DVA's request, with DVA to explore the opportunities to extend the Veterans' MATES program beyond the current focus of quality use of medicine-related activities to a whole of health outcomes. By whole of health DVA means consideration of the total view of services and treatment (i.e. multidisciplinary approach provided to support a person's health outcome. Medicines are one part of health management and are best used in combination with other non-medicine therapies. Leading a healthy and balanced lifestyle and keeping fit and active as possible are important in maintaining physical wellbeing. Moving forward the Veterans' MATES program focus needs to consider not only medicine related but potentially a combination of strategies for maintaining a person's whole of health. These strategies would be drawn from the range of health services provided under DVA arrangements for primary health (i.e. medical, dental and allied health), community health and acute care (i.e. public and private hospital) to support a multidisciplinary approach. During the term of the agreement, DVA may seek the contractor's views or advice regarding the use of DVA data to conduct analyses of whole of health outcomes for veterans.

2.5.4 Any activities and priorities that extend the Veterans' MATES program beyond its current scope, such as whole of health considerations, will be agreed between the parties.

2.5.5 Costs for travel and accommodation by contractor and advisory committee members will be at non-SES rates as advised by the DVA Contract Manager from time to time, and will be included in the annual Work Plan. DVA will reimburse the contractor's actual cost of travel and accommodation with no mark-ups, refer to Attachment B, Section 3.3.1e.

### 3 *CONTRACT MANAGEMENT*

#### 3.1 *Reporting to DVA*

3.1.1 Apart from the annual program report (see paragraph 2.5.1 (h)), the contractor will provide the DVA Contract Manager with regular reports in accordance with the annual Work Plan. These regular reports may cover matters, including but not limited to:

- (a) As applicable, progress in transitioning-in or transitioning-out the services;
- (b) Budget matters;
- (c) Data analysis reports;
- (d) Operational issues; and
- (e) DVA HREC reports in accordance with the DVA Human Research Committee Administrative Guidelines which is available at:  
[http://www.dva.gov.au/sites/default/files/files/health%20and%20wellbeing/hrec\\_admin.pdf](http://www.dva.gov.au/sites/default/files/files/health%20and%20wellbeing/hrec_admin.pdf).

3.1.2 To demonstrate that the contractor is securely managing DVA data and the Veterans' MATES environment, the contractor will:

- (a) Report to DVA on security matters every three (3) months;
- (b) Assist DVA in a quarterly walk-through audit to ensure proper procedures are being followed; and
- (c) Assist in a DVA-conducted annual inspection to ensure security requirements are met.

3.1.3 DVA may commission or approve independent research or evaluation relating to the Veterans' MATES program that will be of benefit to both DVA and the contractor. DVA may seek the assistance of the contractor in providing information for this purpose.

3.1.4 All reports should be provided by email to the DVA Contract Manager at [hcs.contract.management@dva.gov.au](mailto:hcs.contract.management@dva.gov.au).

#### 3.2 *Complaints*

3.2.1 All complaints regarding the contractor's delivery of Veterans' MATES from individual veterans, their families or carers, veterans' groups, prescribers and other health professionals should be referred to the DVA Contract Manager in the first instance.

#### 3.3 *Invoicing*

3.3.1 All invoices will be forwarded by email to DVA at [hcs.contract.management@dva.gov.au](mailto:hcs.contract.management@dva.gov.au).

3.3.2 Invoicing for the services will be on the following basis:

<b>Service</b>	<b>Basis for Invoicing</b>
(a) On the establishment and acceptance by DVA of the secure environment to store DVA data, including appropriate data access arrangements	As specified in Table 1 of the Veterans' MATES Fee Schedule at Attachment C

**Service**

that complies with relevant Commonwealth and DVA security requirements

**Basis for Invoicing**

- |   |   |
|---|---|
| (b) Transition in activities: payable within 30 days of execution of this Deed.   | As specified in Table 2 of the Veterans' MATES Fee Schedule at Attachment C   |
| (c) Costs associated with the service categories in paragraph 2.1 Health Issues Identification and Data Analysis, 2.2 Preparation of Targeted Health Educational Material, paragraph 2.3 Dissemination of Health Education Information, 2.4 Evaluating Health Education Impacts, and 2.5 Governance and Management for the financial years 2015-16, 2016-17, 2017-18 and later financial years if the agreement is extended   | Monthly in arrears calculated by dividing the total cost in Table 3 of the Veterans' MATES Fee Schedule at Attachment C for a financial year by twelve (12) |
| (d) Costs for the production of digital formats (e.g. videos) or in hard copy format (such as reports or letters) that will be delivered by postal mail across Australia to targeted groups   | Reimbursed by DVA at cost with no mark-ups. Invoiced monthly in arrears as incurred by the contractor   |
| (e) Costs for travel and accommodation by contractor and advisory committee members at non-SES rates  | Reimbursed by DVA at cost with no mark-ups. Invoiced monthly in arrears as incurred by the contractor   |
| (f) Additional services that are requested by DVA under a separate Official Order will be charged in accordance with Table 4 of the Veterans' MATES Fee Schedule at Attachment C  | Monthly in arrears as incurred by the contractor  |
| (g) If DVA approves the release of more than the minimum of three (3) education material in 2015-16 and four (4) education material in following financial years, the cost of each additional education material will be calculated in accordance with Table 4 of the Veterans' MATES Fee Schedule at Attachment C. The production, printing, packing and postage cost of the additional education material, whether in hard copy or digital formats, will be reimbursed by DVA at cost with no mark-ups. | Monthly in arrears as incurred by the contractor  |
| (h) Approved whole of health activities will be charged in accordance with Table 5 of the   | Monthly in arrears as incurred by the contractor  |

**Service****Basis for Invoicing**

Veterans' MATES Fee Schedule at Attachment

C

3.3.3 Daily rates in Table 4 and 5 (exclusive of GST) will be indexed annually, commencing 1 July 2016, by positive movements in the Wage Cost Index (WCI)-3 for the previous 12 months ended 31 March, as notified to DVA by the Department of Finance. DVA will notify the contractor of the indexed fee in April each year during the term of this agreement. If DVA exercises its option to extend the agreement in accordance with Schedule Part B2, the last year's fee for on-going operational costs in Table 3 before the extended term will be indexed by positive movements in the WCI-3 in the same way as for annual indexation of daily rates in Tables 4 and 5.

## 4 DEFINITIONS

<b>Term</b>	<b>Definition</b>
DVA data	Means DVA administrative claims data including pharmacy datasets, DVA medical and allied health care and hospital datasets to identify medication related problems in the veteran community and to identify or inform issues for the education material.
<b>DVA Contract Manager</b>	<p>Means the individual holding or performing the duties of the position described in Schedule Part H or another individual or position as the <b>DVA Delegate</b> nominates in writing.</p> <p>The duties of the Contract manager are, but not limited to, managing any concerns, issues, queries or requirements associated with this contract or the SOR of this agreement.</p>
<b>DVA Program Manager</b>	<p>Means the individual holding or performing of the position described in Schedule Part H or another individual or position as the DVA Delegate nominates in writing.</p> <p>The duties of the DVA Program manager are, but not limited to the day to day activities and requirements and the requirements listed in the SOR of the Veterans' MATES program.</p>
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.
Parties	DVA and the contractor
Statement of Requirements	This document
Targeted groups	Means the groups outlined in paragraph 2.2.1 of this Statement of Requirements

# ATTACHMENT B: OFFICIAL ORDER FORMAT

[Reference: Schedule Part I

## 1. Purpose

The purpose of this Attachment B is to describe the form of the Official Order for any additional services.

## 2. Official Order

Official Order Detail	Agreement Reference	Details
Official Order Number		
Purchase Order Number		
Date of Order		
Customer		Department of Veterans' Affairs
Contractor		[Name of successful tenderer]
Specification of the products and services required by DVA		
Details of the products, services and method of delivery by the Contractor		
Specified Personnel		
Delivery Conditions		
Additional Information		
Intellectual Property Rights		
DVA Furnished Items		
Price		
Method of Payment		
DVA Contact		
Signed for and authorised by DVA's Representative		
Signed for and on behalf of the Contractor by the Contractor's Agreement Representative indicating that the Contractor agrees to comply with the terms of this Official Order and the Deed of Agreement.		























**Australian Government**  
**Department of Veterans' Affairs**

Dr Bruce Chadwick  
Senior Business Development Manager  
Division of Health Sciences  
University of South Australia  
Bruce.Chadwick@unisa.ed.au

Dear Dr Chadwick

**Re: Veterans' MATES Deed of Agreement with University of South Australia**

Please find attached to this letter the Deed of Agreement between the Department of Veterans' Affairs (DVA) and the University of South Australia for delivery of the Veterans' MATES Program from 2015-2018.

As agreed during contract negotiation, the innovation budget items have been removed to enable consideration in further detail. Future inclusion of agreed innovation activities will be on the basis of Deeds of Variation.

Would you please arrange for the Deed of Agreement to be signed and returned to DVA as follows:

1. make a PDF copy of the signed Deed of Agreement (or just the signature page); and
2. email the PDF copy of the signed Deed of Agreement (or just the signature page) to [HCS.Contract.Management@dva.gov.au](mailto:HCS.Contract.Management@dva.gov.au)

On receipt of the PDF copy of the signed Deed of Agreement, DVA will countersign and return a PDF copy of the countersigned Deed of Agreement to you. When your organisation has received the countersigned PDF copy of the Deed of Agreement, then the agreement will be authorised.

Yours sincerely

Letitia Hope  
Assistant Secretary  
Programme Management Branch  
7 December 2015

ENCL

