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| **MEMORANDUM OF UNDERSTANDINGS**  **BETWEEN DESIGNATED EX SERVICE ORGANISATIONS REGARDING THE**  **ESTABLISHMENT AND MAINTENANCE OF THE PORT STEPHENS VETERANS NETWORK**    **1. Introduction**  Ex Service Organisations (ESO) are committed to delivering the best possible outcomes to all veterans, war widows, ADF members and their eligible families. Research and past experience, has shown the close and ongoing cooperation between ESOs and Department of Veterans Affairs (DVA) as early as possible in delivering services, results in better outcomes. Consequently, the participants to this memorandum have agreed the need for a lasting and cooperative framework that covers joint responsibilities across the delivery of pension, advocacy and welfare services.  **2. Purpose**  The purpose of this document is to establish some agreed protocols to assist in the smooth operation of a joint pension / welfare office and thereby achieve DVA Building Excellence in Support and Training (BEST) program outcomes.  **3. Sponsor / Participants**  The sponsor and participants in this Memorandum of Understanding (MOU) are:   * Newcastle Legacy Incorporated (sponsor), * Karuah RSL Sub Branch (participant), * Newcastle Legacy Club, Port Stephens Legacy Group (participant), * Raymond Terrace RSL Sub Branch (participant), * Tilligerry RSL Sub Branch (participant), * Soldier On Australia (participant), and * any other ESO that subsequently signs this MOU (participants).   **4. Legal effect**  The participants acknowledge that they are part of existing legal entities, being Newcastle Legacy Incorporated, the Returned and Services League of Australia, NSW Branch, Soldier On Australia or another incorporated ESO. The provisions of this MOU cannot therefore be legally binding on any participant. However, it is the intent of all participants to give effect to the provisions of this MOU.  **5. Aim**  The aim of this project is to provide support and resources to practitioners for compensation and welfare work to assist veterans, war widows/widowers, present and past members of the Australian Defence Force (ADF), members of allied forces and the dependents of all of the aforesaid categories.  **6. Objectives**  The objectives of the Port Stephens Veterans Network (PSVN) are to;  (a) improve the quality of claims submitted to the Department at the primary level and assist practitioners in achieving this objective,  (b) reduce the rate of appeals to the Veterans' Review Board,  (c) promote provision of welfare services and assist access to veterans, war widows, dependents and past and present members of the ADF.  Provide information on a wide range of available welfare services and benefits, and  (d) enhance cooperation between ESOs, the Department of Defence and DVA operating within the Port Stephens local government area.  **7. Outcomes**  The intended outcomes of the project are that;  (a) veterans, war widows, dependents and past and present members of the ADF will benefit by having better informed practitioners who can ensure claims lodged with the Department are of a high standard,  (b) claims submitted to the Department will contain all the information required to make timely and quality decisions,  (c) practitioners will assist the Department in improving its claims proficiency,  (d) practitioners will be assisted in developing the appropriate infrastructure needed to better service veterans, war widows, dependents and past and present members of the ADF, and  (e) veterans and their dependents will be assisted in a range of welfare related activities.  **8. Management**  A management committee shall be appointed to oversee the operations of PSVN, consisting of one representative from each participant, one of which as a minimum shall be a trained, accredited and a practicing practitioner. The committee shall ensure that;  (a) participants seek and maintain membership of the Veterans Indemnity and Training Association or other appropriate insurer in order to provide indemnity insurance for practitioners,  (b) practitioners are qualified through the Advocacy Training and Development Program (ATDP) for those services which they deliver,  (c) practitioners are authorised in writing by their ESO, to provide those services for which they are trained and accredited on behalf of their participant ESO,  (d) practitioners act only in the best interests of the client, observe ethical standards embodied in ATDP, create and maintain the required records,  (e) it withdraws the authorisation to act on behalf of the participants in the event that a practitioner is deemed to have acted other than in the best interests of the client, breaches the ATDP code of ethics, is unwilling or unable to undertake ATDP training or refresher courses or fails to maintain the required records,  (f) it maintains a register of practitioners which records the historical detail of those practitioners authorised to provide services on behalf of the participants, including information concerning the withdrawal or lapsing of authorisations, and  (g) practitioners create and maintain a record of each case and that this record clearly shows that the practitioner was operating on behalf of the participant.  **9. Control Measures**  All participants conjointly agree to;  (a) meet all the requirements detailed in any grant agreements signed by a representative of the sponsor organisation,  (b) attend progress and management meetings at least on a quarterly basis to receive reports and feedback,  (c) submit statistical reports and data as detailed in the agreement and as required by the committee, and  (d) be bound by the decisions of the committee in relation to the management of practitioners operating on behalf of the participants and under the name of PSVN.  **10. Responsibilities of the Sponsor**  The sponsor accepts responsibility to;  (a) administer the grant monies in accordance with any signed agreements,  (b) distribute grant monies as determined by the committee,  (c) pay all accounts and/or reimburse practitioners as authorised by the committee on the production of proof of purchase and/or service in the course of providing assistance to the veteran community, and  (d) provide an annual audited report to all participants.  **11. Responsibilities of the Participants**  All participants agree to;  (a) adhere to any agreements signed by a representative of the sponsor and the Department,  (b) provide reports on expenditure and case statistics as detailed in the agreement, and  (c) contribute to the funding of the joint pensions office, if required, on a fair and equitable basis.  **12. Advocacy Training and Development Program**  The sponsor and all participants shall subscribe to the fundamental principles of ATDP in that all practitioners;  (a) are trained, accredited and given authorisation to act on their behalf,  (b) shall comply with the ATDP Code of Ethics at the DVA website, and  (c) do not charge a fee for service.  **13. Default Procedures**  In the case of conflict a separate sub-committee consisting of one representative from the sponsor and one each from the participants shall be appointed to resolve the issue/s. The representative shall not be a member of the committee.  **14. Insurance**  All insurance coverage, including Indemnity Insurance for practitioners, shall be the responsibility of the sponsor and the participants to this MOU.  **15. Disclosure of Information**  The participants shall not, without the prior written approval of the other participants, disclose to any person other than personnel of that participant, any material which is in the custody of the other participant or is MOU material.  Each participant agrees that, for corporate governance requirements, the committee may, unless specifically prohibited elsewhere in this MOU, disclose any required details of participant’s annual reports or statements of affairs.  **16. Privacy**  The participants acknowledge their obligations to comply with relevant Commonwealth privacy legislation and policies, including the Privacy Act 1988 and directions from the Privacy Commissioner or Australian Information Commissioner.  **17. Complaints**  The participants will;  (a) record and notify the other participants immediately of any complaint or claim associated with the delivery of support, where there is shared responsibility, or with services delivered under the MOU,  (b) consult with other participants to determine on a case by case basis who is in a best position to deal with a complaint, and  (c) respond in a timely manner in regard to a complaint.  **18. MOU Variations**  This MOU may be varied at any time with the mutual written consent of all participants.  **19. Duration**  This MOU shall commence upon signature and will continue from that date indefinitely. Participants may withdraw from the MOU by giving notice of three months in writing. All previous versions of this MOU are cancelled.  **20. Definitions**   |  |  | | --- | --- | | *Project* | The establishment and maintenance of a joint pensions / welfare office. | | *Agreement* | The Grant Agreement co-signed by a representative of the Sponsor and DVA. | | *Understandings* | This MOU with Appendices (if required). | | *Department* | The Department of Veterans Affairs | | *Sponsor* | Newcastle Legacy Incorporated | | *Participant/s* | Any ESO that signs this MOU. | | *Practitioner/s* | A Welfare Officer, Pension Officer, Case Officer or Advocate trained to an appropriate level under the ATDP, accredited and authorised by ATDP protocols, in writing, to provide those services to veterans, eligible ex-Service personnel, past and present members of the Australian Defence Force and/or their dependents on behalf of the participants. | | *Committee:* | The management committee |   **THE SIGNATURE PAGE**   |  | | --- | | *Signed for and on behalf of Newcastle Legacy Incorporated*  *Garry Gent………….. ……………………………………………..……………………….President……………………Date* | | *Signed for and on behalf of Port Stephens Legacy Group*  *Doug Jacka…..…………………………………………………….…………………………..Chairman…………………..Date* | | *Signed for and on behalf of Karuah RSL Sub Branch*  *Peter Fidden……………………………………………………………………………………..President…………………..Date* | | *Signed for and on behalf of Tilligerry RSL Sub Branch*  *Noel Cartwright………………………………………….……………………………………….President…………………..Date* | | *Signed for and on behalf of Raymond Terrace RSL Sub Branch*  *Vic Jones ……………………………………………………………….……………………………President…………………Date* | | *Signed for and on behalf of RSL DefenceCare Limited*  *Robyn Collins…………………………………….…………………………………….General Manager…………….……Date* | | *Signed for and on behalf of Soldier On Australia*  *John Bale……………………………………………………………………………………………………CEO…….……………….Date* | |