
**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF DEFENCE
AND
DEPARTMENT OF VETERANS' AFFAIRS
FOR A STRATEGIC ALLIANCE IN REGARD TO COUNSELLING SERVICES BY
THE VIETNAM VETERANS COUNSELLING SERVICE TO
AUSTRALIAN DEFENCE FORCE MEMBERS AND THEIR FAMILIES**

PURPOSE OF THIS AGREEMENT

1. The Memorandum of Understanding (MoU) between the parties implements the Government decision regarding access to the Vietnam Veterans Counselling Service (VVCS) by Australian Defence Force (ADF) members and their families.
2. The Department of Defence (Defence) and the Department of Veterans' Affairs (DVA) have entered a strategic alliance to provide access to VVCS services for eligible serving members of the ADF and their families. This arrangement will allow Defence personnel to work with VVCS staff for greater exposure to different cases and treatment modalities. The alliance will promote opportunities for joint programs of crisis intervention, counselling, case management and rehabilitation.
3. The successful association of some Defence and VVCS mental health services could eliminate gaps in delivery and enhance continuity of care, especially for ADF members transitioning from ADF to DVA health care responsibility.

GUIDING PRINCIPLES

4. Services will be delivered according to the following guiding principles:
 - VVCS will operate as one of a range of service providers available to ADF personnel;
 - VVCS and current ADF service providers and personnel will work in a complementary and cooperative manner;
 - VVCS will operate within their formal Policies and Procedures adopted for clinical work, and will develop new policies specific to the provision of services to ADF members as required;
 - Defence and VVCS will work in a consultative and co-operative manner to appropriately market the VVCS services to the ADF, taking account of the fact that prime responsibility of VVCS is to provide counselling services to eligible veterans;
 - VVCS will continue to maintain full accreditation status with the Quality Improvement Council;
 - VVCS services will be offered within the broad parameters of:
 - their professional standards;
 - the VVCS Mission Statement;
 - DVA's Service Charter;
 - the APS Code of Conduct; and
 - the APS Values.

PARTIES AND STARTING DATE

5. This Agreement supersedes an earlier Agreement between the Parties that came into effect on 17 April 2000. It begins on the Starting Date stated on the Signatures Page once completed by authorised officers of both Parties.

ELIGIBILITY OF ADF MEMBERS AND THEIR FAMILIES

6. The two components of eligibility are referral and being an ADF member or a member of their family. These terms are defined as:

- **Referral**—ADF members and/or their family must be referred in writing and must have been assessed as requiring treatment of the nature in which VVCS specialises, noting that ADF members who are veterans are entitled to VVCS services without referral and at no cost. ADF members must be referred by an ADF medical officer or psychologist. Family members can be referred by the above or a Defence Community Organisation (DCO) social worker.
- **ADF members and reservists**—All serving members will be eligible for VVCS services within the guidelines of extant policy: DI(G) PERS 16–1—*Health Care of Australian Defence Force Personnel*, which will be provided as an attachment to this MOU. Serving members include the Permanent Forces and Reserve members on continuous full-time service (CFTS). Specific considerations are outlined in the attachment for other Reserve members serving in other than CFTS.

'Veteran' status as defined by the *Veterans' Entitlements Act 1986* is not a prerequisite.

- **Families**—To be eligible for referral to VVCS services, the individual must satisfy one of the following:
 - A partner;
 - A natural child of the ADF member;
 - A child of the ADF member's partner;
 - A child of the ADF member's former partner, who has at any time had a relationship with the ADF member; or
 - A significant other, for example, the parent of a non-partnered member of the ADF.

VVCS services conditional

7. Referral of an eligible ADF member or a family member to VVCS will not guarantee treatment by VVCS, as VVCS has a finite capability. VVCS staff will assess the relative need of that person against the relative needs of other eligible people seeking treatment before accepting the referral.
8. Where there is no capacity to treat, the VVCS officer will notify Defence referring officer by close of business on the next working day.
9. The ADF member should be the primary beneficiary of the VVCS service. Where limited capacity to treat is an issue, the VVCS should give priority to the ADF member if his or her family have been referred to the VVCS at the same time.

SERVICES TO BE PROVIDED BY THE VVCS

Interventions

10. VVCS will provide counselling services only in respect of one of the areas in which it specialises. These are:
 - the management of work-related stress and trauma, including acute stress disorder;
 - posttraumatic stress disorder (PTSD);
 - trauma associated with critical incidents; and
 - depression, anxiety disorders, substance abuse and relationship difficulties.
11. The VVCS will not provide general counselling services.
12. Referrals are to be made to either the Director or Deputy Director of the closest VVCS centre. In the case of regional centres such as Albury/Wodonga, Lismore or Newcastle, referrals are to be made through the relevant parent centre in a capital city. VVCS administrative staff are not authorised to manage referrals.

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13. Interventions will be provided according to the standards and practices identified in the current VVCS Counselling Policy and Procedures Manual and to the standards for best practice indicated in the Joint Health Support Agency (JHSA) Policy Manual. New policies will be developed if required and will be negotiated by both parties before they are implemented. Both parties will hold copies of the manuals referred to above.
 14. Interventions will be provided by telephone or face to face in VVCS centres or through contracted counsellors who have been approved by the ADF. Intervention will be provided to an eligible ADF member's partner and family according to the assessed needs of the client on presentation.
 15. Interventions may also be provided in groups, by VVCS staff or by clinicians contracted to provide specific group programs for the VVCS.
 16. If clinically indicated and agreed to by Defence, VVCS may case manage Defence members with severe and/or complex problems that require multiple interventions. VVCS staff may request joint-counselling sessions with Defence personnel where suitably qualified Defence officers are locally available.
 17. VVCS will provide evaluation reports to Defence through the Director of Mental Health on the content and outcome of VVCS programs

Crisis Support

18. **Veterans Line**—Eligible ADF members and their family can have on-going access to the after hours crisis telephone counselling service conducted by the VVCS, known as Veterans Line.
19. Veterans Line will report routinely to VVCS on the next working day after a crisis call and VVCS will follow up with appropriate action. This may include arranging counselling, referral to appropriate clinical care (including psychiatric treatment and/or hospitalisation), or referral to identified Defence mental health or medical professionals. The Senior Health Officers or Unit Commander are the approving authorities in such situations unless there is an urgent need to safeguard life.
20. The VVCS representative should inform the members unit ADF Duty Officer of all emergency situations as soon as possible. Early notification will facilitate activation of the support available to Defence.
21. It is expected that in most circumstances, Defence staff will provide debriefing, support, grief counselling and like services to their own members. However, if the scale of any incident necessitating crisis support is significant, Defence may request VVCS to provide services. This request must be made through Emergency Management Australia to the DVA Emergency Management Liaison Officer (EMLO), as delegate of the Secretary of DVA

Common Training Needs

22. The parties will have equal responsibility for seeking opportunities for joint training programs and professional development. Organisation of these activities can be facilitated through the Regional Mental Health Teams (RMHT) convenor who are required to invite their local VVCS representative to attend their meetings.

Joint Program Delivery

23. The parties will also seek opportunities for joint program delivery including the provision of therapeutic, psycho-educational and health promotion programs that may be required from time to time by the ADF.
24. VVCS charges for services will be as negotiated with the MoU Steering Committee (para 34 refers).

Financial arrangements

25. The following principles will apply:
- The Department of Veterans' Affairs will invoice Defence through the referring officers for services provided by the VVCS on behalf of the ADF.
 - Invoicing will be on the basis of recovery of direct costs.
 - Charges will be subject to periodic review with the first review occurring twelve months after the commencement of this MoU.
 - The MoU Steering Committee (see para 34) will agree to charges in continuation of services from the previous MoU for an initial 12 months (attach as a schedule).
 - No charge will be made in the case of ADF members who qualify for free service from the VVCS because of their veteran status.
 - The pricing and payment mechanism will be subject to audit and to DVA and Defence fraud control processes.

REPORTING ARRANGEMENTS AND RECORDS ACCESS

26. The VVCS staff member or consultant who provides the counselling service will provide a brief report to the referring ADF clinician. This report will remain confidential to the referral agent and the client. It will be placed on either the member's ADF unit medical record, or psychology file, depending upon the referral source. DCO social workers will maintain confidential case file for referred family members.
27. The VVCS counsellor will raise individual client reports as follows:
- at intake, providing provisional diagnosis and outline of treatment plan;
 - interim reports, outlining progress and prognosis after the 5th session; and
 - final or discharge reports, outlining final outcomes and any recommendations for follow-up arrangements.
28. When accepting a referral, the VVCS will not generally seek additional information from the referring officer. In cases where this is necessary, the information will only be provided with the approval of the client
29. The initial referral will be provided on an official Defence referral form and will only authorise the VVCS counsellor to see individuals for a maximum of six sessions. The VVCS counsellor will need to negotiate further sessions with the referral authority.
30. VVCS will provide a quarterly report to the MoU Steering Committee on activities. These reports will be provided to the relevant ADF Area Health Service, with collated Australia-wide reports to JHSA and the Directorate of Mental Health. VVCS regional offices will provide a report to their local Regional Mental Health Team with the same frequency.
31. Reports will focus on health outcomes.
32. All interactions between VVCS and the ADF will be in accordance with the requirements of *The Privacy Act 1988*.
33. VVCS will inform the ADF referring officer immediately of any condition, behaviour or situation that may affect a serving member's operational capability, where there may be a risk to the safety and wellbeing of the individual, fellow serving members, family or others. State or Territory mental health legislation may also apply in this situation.

LIAISON

34. Each party agrees to maintain appropriate management resources to support delivery of the services and communication between the parties during this Agreement.
35. In particular, each party will have four senior personnel on an eight person Steering Committee. Initially, members of the Committee will be:
 - Director, Mental Health, Defence,
 - Director Joint Health Support Agency,
 - DCO Senior Social Worker,
 - Principle Staff Officer Directorate of Mental Health,
 - Division Head, Health,
 - Branch Head, Younger Veterans and VVCS Branch,
 - National Director VVCS,
 - National Clinical Director.
36. The Committee will determine who will be the chairperson at its first meeting.
37. Other Defence personnel and DVA staff may be co-opted to this Committee as required and as agreed by both parties.
38. The Committee is to agree upon its Terms of Reference and frequency of meetings at its first meeting, which should take place no later than two months after this MoU commences.
39. Communication between the Parties regarding this Agreement will occur through members of the MoU Steering Committee or other personnel as agreed to by the Parties.
40. RMHT will work with VVCS managers, senior ADF health and welfare personnel in each region to maintain efforts in support of this Agreement.
41. ADF Area Health Services and the VVCS managers, as well as referring medical practitioners, psychologists and VVCS counselling staff are required to establish effective communications at the working level.
42. Regional Mental Health Team meetings should be used to resolve disputes at the working level. Disputes at the MoU Steering Committee level may be referred to the Director General Defence Health Service and the Division Head, Health Division.

STATUS OF THIS AGREEMENT

43. Defence and DVA acknowledge they are part of the same legal entity, the Commonwealth of Australia. Accordingly, this MoU has no legal effect. However, the Parties agree to treat this MoU as if it were a legally binding document.

EVALUATION

44. The Parties will evaluate the effects and effectiveness of this Agreement not later than 18 months after signing by the Parties. The evaluation is to be based on achievements, relative to this Agreement.

The parties have entered this Agreement on the Starting Date of June 2004

Signed for and on behalf of the)
Department of Defence)
by:)
.....)
AIRCDRE T. K. Austin
Director General, Defence Health Service

In the Presence of:
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.....[WITNESS]

Signed for and on behalf of the)
Department of Veterans' Affairs)
by:)
.....)
K. Douglas
Division Head, Health

In the Presence of:
.....
.....[WITNESS]

Signed by both parties onas witnessed