

MADE THIS 3rd DAY OF November 2004

STATE OF WESTERN AUSTRALIA
("the State")

ACTING THROUGH:
THE DEPARTMENT OF HEALTH, WESTERN AUSTRALIA
("DOH")

AND

COMMONWEALTH OF AUSTRALIA
("the Commonwealth")

ACTING THROUGH:
THE DEPARTMENT OF DEFENCE
("the Defence Department")
AUSTRALIAN DEFENCE FORCE
HEADQUARTERS NORTHERN COMMAND
("NORCOM")

**MEMORANDUM OF UNDERSTANDING
RELATING TO HEALTH SUPPORT AND PLANNING
ROLES DURING DEFENCE ACTIVITIES IN THE
NORTHERN REGION OF WESTERN AUSTRALIA**

Prepared by:

Legal & Legislative Services
Department of Health
189 Royal Street
EAST PERTH WA 6004

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THIS MEMORANDUM OF UNDERSTANDING is entered into by:

THE STATE OF WESTERN AUSTRALIA
("the State")

ACTING THROUGH:
THE DEPARTMENT OF HEALTH
("DOH")

AND

THE COMMONWEALTH OF AUSTRALIA
("the Commonwealth")

ACTING THROUGH:
THE DEPARTMENT OF DEFENCE
("the Defence Department")
AUSTRALIAN DEFENCE FORCE ("**ADF**")
HEADQUARTERS NORTHERN COMMAND
("NORCOM")

BACKGROUND AND PURPOSE

- A. The Defence Department has responsibility for the defence of Australia.
- B. NORCOM has responsibility for the geographic landmass within the Northern Territory and the portion of Western Australia north of the Murchison River and latitude 26° S (the Kimberley and Pilbara Regions).
- C. It is necessary for the ADF from time to time to conduct defence activities within these regions of the State of Western Australia.
- D. During such defence activities, the ADF may consider it necessary or desirable to enlist the assistance of the State.
- E. The Commonwealth (acting through the Defence Department and NORCOM) has therefore requested the State (acting through DOH) to enter into a MOU which will provide a framework within which:
 - (i) the Commonwealth can be provided with some access to State health facilities, and to the assistance of the State, during defence activities; and
 - (ii) the State can be provided with some access to the services of health professionals employed by the Commonwealth during defence activities.

- F. The State recognises the Commonwealth's role in relation to defence matters and wishes to provide some assistance during defence activities.
- G. Therefore, the parties have agreed to formally record their understanding in relation to the future management of these issues in the following MOU.

STATEMENT OF UNDERSTANDING

The parties' record their understanding in relation to their respective roles during any future defence activities covered by this MOU as follows:

1. Definitions

1.1 In this MOU, the following words and phrases have the following meanings:

- ADF coordinator** means the member of the ADF who is authorised by the Commonwealth, from time to time, to perform the role of coordinating health support for the purposes of this MOU in relation to a defence activity
- ADF health professional** includes:
- a. an ADF member employed by the ADF to provide health services to ADF members, who would be required, if providing those services in Western Australia otherwise than in that capacity, to hold a registration, licence, permit or other authority to do so under a law of Western Australia
 - b. a Contract Health Professional being a person contracted by the Commonwealth to provide health services to ADF members, who would be required, if providing those services in Western Australia, to hold a registration, licence, permit or other authority to do so under a law of Western Australia
- ADF member** means a serving member of the ADF and includes Reserve members on duty
- affected Health Region** means any Health Region which may be affected by a Defence activity (whether because the Defence activity will take place within the area of the State for which that Health Region is responsible, or for any other reason)
- commencement date** means the date on which the Commonwealth proposes to commence a defence activity
- consumables** includes medical sundries, pharmaceuticals, medical gasses, radiological consumables, and pathological consumables

Defence activity	means an activity conducted by the ADF, either wholly or partly within the geographical borders of the State of Western Australia
Defence person	means a member of the ADF, or any other person employed or engaged by the Defence Department who is involved in a defence activity
Group Director Health Care and Disaster Preparedness, DOH	means the person who, from time to time, holds the position of Group Director Health Care and Disaster Preparedness, in DOH, or the equivalent position to that which is known by that designation at the time of this MOU
DOH coordinator	means the person who is notified to the Commonwealth by the Group Director Health Care and Disaster Preparedness, DOH in accordance with clause 3.2 (a) (i) of this MOU in relation to a defence activity
equipment	means medical tools and machinery, and includes, but is not limited to, general hospital and ward equipment, radiology, pathology, laboratory and dental equipment, and any other equipment which is, or can be, utilised during the provision of health services
facilities	means space and buildings, and includes, but is not limited to, hospitals or any other structure from where health services are, or can be, provided
Health Region	means each of the following: a. the Kimberley Health Region; b. the Pilbara and Gascoyne Health Region; c. the Midwest and Murchison Health Region
health services	includes services provided to ADF members by ADF health practitioners qualified as medical officers, nursing officers, dental officers, dental hygienists, medical assistants, environmental health officers, radiographers, pharmacists, physiotherapists, speech therapists, and occupational therapists
identified cross-cultural training	means any cross cultural awareness training identified as either necessary, or appropriate in accordance with clause 3.15 of this MOU
non-ADF person	means any person in Western Australia who is not, at that time, an ADF member

notified defence activity	means a defence activity for which notification has been provided to the State by the Commonwealth in accordance with clause 2.1 of this MOU
notified protocol	means a protocol, policy, set of guidelines or other document notified to the Commonwealth under clause 3.18 of this MOU
Regional Director	means the person who, from time to time, holds the position of Director of a Health Region
Regional Health coordinator	means the person who is notified to the Commonwealth by a Regional Director in accordance with clause 3.2 (a) (ii) of this MOU in relation to a defence activity
relevant registration authority	means the person or body which is given the responsibility under the law of Western Australia of regulating, registering, licensing, permitting or otherwise granting authority to a person who provides health services in Western Australia

2. The Responsibilities of the Commonwealth

Commonwealth To Give Notice of Defence Activity

- 2.1 The Commonwealth will give written notice to the State of any defence activity, which it considers will require the assistance of the State in accordance with this MOU.
- 2.2 The written notice referred to in clause 2.1 will:
- (a) be given by the ADF coordinator to:
 - (i) the Group Director Health Care and Disaster Preparedness, DOH; and
 - (ii) the Regional Director of any affected Health Region;
 - (b) include the information set out in appendix A; and
 - (c) be provided not less than 20 weeks prior to the commencement date.

Commonwealth to Participate in Health Planning Process

- 2.4 The Commonwealth will participate in a health planning process in relation to any notified defence activity.

2.5 The health planning process referred to in clause 2.4 will:

- (a) include discussions between the ADF coordinator, the DOH coordinator and any Regional Health coordinator on the matters set out in appendix B;
- (b) include consultation by the ADF coordinator with other persons, as may be considered reasonably necessary by the DOH coordinator or by any Regional Health coordinator; and
- (c) take place in accordance with the planning timetable set out in appendix C.

Commonwealth To Give Notice of ADF Health Professionals

2.6 The Commonwealth will give written notice to the State of the ADF health professionals who will be involved in any notified defence activity.

2.7 The written notice referred to in clause 2.6 will:

- (a) be given by the ADF coordinator to:
 - (i) the Group Director Health Care and Disaster Preparedness, DOH and
 - (ii) the Regional Director of any affected Health Region;
- (b) include the information set out in appendix D; and
- (c) be provided not less than 4 weeks prior to the commencement date.

Commonwealth to Provide Services to Non-ADF Persons

2.8 The Commonwealth may provide health services to non-ADF persons during any notified defence activity.

2.9 The health services referred to in clause 2.8 may:

- (a) be provided to non-ADF persons by ADF health professionals; and
- (b) be provided only in the circumstances, and subject to the conditions, set out in appendix E.

Commonwealth to Ensure Compliance With Legal and Policy Requirements

2.10 The Commonwealth will take all reasonable steps to ensure that any ADF health professional that provides health services in Western Australia during a defence activity in accordance with this MOU:

- (a) holds any registration, licence, permit or other authority to do so which may, from time to time, be required under a law of Western Australia;

[Note: In relation to this commitment, the parties note however that a member of the Defence Force is not bound by any law of a State that would require that person to have permission to do anything in the course of his or her duties as a member of the Defence Force: see *Defence Act* (Cth) s123 (1) (a).]

- (b) complies with any other requirements of the law of Western Australia which may, from time to time, apply to the provision by that ADF health professional of those health services;
- (c) complies with any notified protocol, to the extent that it may be applicable to the provision by that ADF health professional of those health services; and
- (d) has completed any identified cross-cultural training.

3. The Responsibilities of the State

State to Give Notice of DOH Coordinator and Regional Health coordinator(s)

3.1 The State will give written notice to the Commonwealth of:

- (a) the DOH coordinator; and
- (b) any Regional Health coordinator;

nominated for the purpose of any notified defence activity.

3.2 The written notice referred to clause 3.1 will be:

- (a) given to the ADF coordinator, by:
 - (i) the Group Director Health Care and Disaster Preparedness, DOH;
 - (ii) the relevant Regional Director (in relation to any Regional Health coordinator); and
- (b) provided not more than 2 weeks after receipt by the Group Director Health Care and Disaster Preparedness or Regional Director (as the case may be) of a written notice from the Commonwealth given in accordance with clause 2.1.

State to Participate in Health Planning Process

3.3 The State will participate in a planning process in relation to any notified defence activity.

3.4 The health planning process referred to in clause 3.3 will:

- (a) include discussions between the DOH coordinator and any Regional Health coordinator and the ADF coordinator on the matters set out in appendix B;
- (b) include consultation by the DOH coordinator and any Regional Health coordinator with other persons, as may be considered reasonably necessary by the ADF coordinator; and
- (c) take place in accordance with the planning timetable set out in appendix C.

State to Assist With Registration of ADF Health Professionals

- 3.5 The State will endeavour to assist the Commonwealth to meet its responsibilities under clause 2.10 (a) of this MOU.
- 3.6 The assistance referred to in clause 3.5 will include:
- (a) the DOH coordinator taking all reasonable steps to liaise with any relevant registration authority about the registration, or other legal requirements, which may apply in relation to any ADF health professional whose details are included on a written notice given by the Commonwealth under clause 2.6;
 - (b) the DOH coordinator informing the ADF coordinator of the outcome of any steps taken in accordance with clause 3.6 (a), and taking all reasonable steps to assist the ADF coordinator in meeting any registration, or other legal requirements, which may apply to the ADF health professionals;
 - (c) the DOH coordinator taking all steps which may reasonably be taken by that person to ensure that any registration, or other processes which may be legally required, in relation to the ADF health professionals are finalised prior to the commencement date.
- 3.7 If any registration, or other process which may be legally required, is not finalised by the commencement date, in relation to any one or more ADF health professionals, then the assistance referred to in clause 3.5 will continue to be provided by the State after the commencement date in relation to those ADF health professionals until registration or any legal requirement is finalised or no longer considered necessary by the ADF coordinator.
- 3.8 The assistance referred to in clause 3.5 will not include:
- (a) the payment by the State of any fee or other charge which a relevant registration authority may make in relation to any ADF health professional; or
 - (b) any step which would infringe in any way upon the independent statutory role of a relevant registration authority under any law of Western Australia.

State to Assist With Consumables and Equipment

- 3.9 The State will endeavour to assist the Commonwealth to procure any consumables or equipment, which the Commonwealth may consider that it requires for the purpose of any notified defence activity.
- 3.10 The assistance referred to in clause 3.9 will be provided only in the circumstances, and subject to the conditions, set out in appendix F.

- 3.11 The assistance referred to in clause 3.9 will not include:
- (a) the payment by the State of any amount, or the incurring by the State of any liability to pay any amount, unless the Commonwealth has specifically agreed to reimburse the State for that payment or meet any such liability; or
 - (b) any step which the State may not be permitted to take because of any applicable law of Western Australia or the Commonwealth, or any agreement which the State may have entered into with any person, or may subsequently enter into with any person.

State to Assist With Facilities

- 3.12 The State will endeavour to assist the Commonwealth by providing access to, and the use of, any facilities, which the Commonwealth may consider that it requires for the purpose of any notified defence activity.
- 3.13 The assistance referred to in clause 3.12 will be provided only in the circumstances, and subject to the conditions, set out in appendix G.
- 3.14 The assistance referred to in clause 3.12 will not include:
- (a) the payment by the State of any amount, or the incurring by the State of any liability to pay any amount, unless the Commonwealth has specifically agreed to reimburse the State for that payment or meet any such liability; or
 - (b) any step that the State may not be permitted to take because of any applicable law of Western Australia or the Commonwealth, or any agreement which the State may have entered into with any person, or may subsequently enter into with any person.

State to Assist With Cross Cultural Training

- 3.15 The State will assist the Commonwealth with cross cultural awareness training which may be necessary, or appropriate, for any ADF health professionals which will be involved in any defence activity of which it has given written notice in accordance with clause 2.1.
- 3.16 The assistance referred to in clause 3.15 will include the provision to the ADF coordinator by the DOH coordinator and/or any Regional Health coordinator of:
- (a) identification of any cross cultural awareness training considered necessary or appropriate in all the circumstances;
 - (b) information on any cross cultural awareness training which is considered by the State to be either necessary, or appropriate, in all the circumstances; and
 - (c) any details known to the State of any persons who would be able to provide that training to the ADF health professionals.

- 3.17 The assistance referred to in clause 3.15 will not include the payment by the State of any amount in relation to any such cross cultural awareness training.

State to Provide Notification of Relevant Protocols

- 3.18 The State will provide written notification to the Commonwealth of any protocol, policy, set of guidelines or other document which is considered by the State to be relevant to the provision of health services by an ADF health professional to any non-ADF person in accordance with clause 2.8.

- 3.19 The written notification referred to in clause 3.18 will:

- (a) be given by the DOH coordinator and/or any Regional Health coordinator to the ADF coordinator;
- (b) include copies of the protocol, policy, set of guidelines or other document (as the case may be); and
- (c) be provided not less than 2 weeks prior to the commencement date.

4. Alteration to Timing Requirements

- 4.1 The parties acknowledge that:

- (a) the nature of defence activities is such that the various timing requirements contemplated by this MOU may be, in some situations, difficult for the Commonwealth to meet;
- (b) any alteration to the timing requirements (so as to abridge them in any way) may affect the ability of the State to discharge its responsibilities under this MOU.

- 4.2 Therefore, the parties consider that if at any time there is considered by the parties, or by any party, to be a need for some alteration in the timing requirements set out in this MOU, the following should occur:

- (a) the DOH coordinator, any Regional Health coordinator and the ADF coordinator should consult in relation to that proposed alteration as soon as may be reasonably practicable in all the circumstances;
- (b) the purpose of that consultation should be to identify the reason for altering the timing requirements and to review the extent to which this can be done, and the affect that it may have on any other parts of the process contemplated by this MOU; and
- (c) if the result of that consultation is any significant agreed variation to the timing requirements contemplated by this MOU, the parties (Coordinators) should provide an exchange of correspondence confirming the modified timings in general form set out in appendix H.

5. Further Specific Memoranda of Understanding

5.1 The parties acknowledge that:

- (a) either one or both of the parties may consider that the specific details of the arrangements which may be intended to apply to any particular defence activity (although arrived at by means of the framework process set out in this memorandum) should be recorded in a separate formal document; and
- (b) that there may in some situations be an advantage in having some more detailed separate formal document.

5.2 Therefore, the parties consider that if at any time there is considered to be a need for such a separate formal document:

- (a) the DOH coordinator, any Regional Health coordinator and the ADF coordinator should endeavour to draft such a separate formal document;
- (b) the separate formal document should be in the form of a specific MOU to apply to the particular defence activity;
- (c) the separate formal document should be in the general form of appendix I; and
- (d) the separate formal document should not in any way significantly contradict the general framework of responsibilities contemplated by this MOU (and to the extent that such a document may in any respect do so, the parties acknowledge that this MOU shall be considered to take precedence).

6. Potential Legal Liabilities

6.1 The parties acknowledge that:

- (a) the performance by the parties of the responsibilities contemplated by this MOU could have the potential to expose one or more of the parties to some legal liability;
- (b) this MOU is not to result in any significant alteration to the potential legal liabilities to which the parties are already exposed and for which they are insured.

6.2 Therefore, the parties consider that in the event that any action, proceeding, suit, claim or demand whatsoever was brought, made or prosecuted by any person against a party arising out of, or in connection with, the carrying out by the parties of their respective responsibilities under this MOU, then:

- (a) any damages, costs or expenses for which a party may be liable or incur should be met by the party whose default caused the damage; and

- (b) that the party whose default caused the damage should consider itself responsible for indemnifying the other party against which any such an action, proceeding, suit, claim or demand might be brought, made or prosecuted.

7. Confidentiality

7.1 The parties acknowledge that:

- (a) it may be necessary for the Commonwealth to provide the State with information in relation to defence activities which is of a confidential/sensitive nature; and
- (b) the Commonwealth may obtain information from non-ADF persons, which would be prima facie subject to requirements of patient confidentiality.

7.2 Therefore, the parties consider that:

- (a) the State should take reasonable steps to ensure that only those persons who may have a 'need to know' are provided with any information in relation to defence activities which the Commonwealth has identified as, or which might reasonably be considered to be, confidential; and
- (b) the Commonwealth should take reasonable steps to ensure that any requirements of patient confidentiality are taken into account, and respected, by ADF health professionals when those persons are providing health services to any non-ADF persons.

8. Resolution of Disputes

8.1 The parties acknowledge that:

- (a) disputes may arise, from time to time, as to the meaning or intent of this MOU; and
- (b) while no such dispute could be justiciable, there should be some process adopted to seek resolution of any such dispute.

8.2 Therefore, the parties consider that where there is a dispute in relation to any matter arising under this MOU, the parties should:

- (a) attempt to resolve the dispute by negotiation carried out in good faith; and
- (b) if it is not possible to resolve the dispute by negotiation, attempt to agree on a person who will decide the dispute, and whose decision in that respect will be treated by the parties as determinative in relation to the dispute.

8.3 If the parties refer a dispute to another person for decision in accordance with clause 8.2 (b), the parties will accept the decision of that person, and each party will take whatever steps which it may consider that it is reasonably able in all the circumstances to take to give effect to the decision.

9. Miscellaneous

Giving Notices

- 9.1 Where this memorandum contemplates that any written notice will be given, but does not specify any particular person to whom such written notice should be given, this can be done by sending the notice by post, or facsimile transmission to the following:

State, Department of Health	Commonwealth, Department of Defence, NORCOM
Post: Group Director Health Care and Disaster Preparedness Department of Health 189 Royal Street EAST PERTH WA 6004	Post: Staff Officer Health Plans Headquarters Northern Command Larrakeyah Barracks LARRAKEYAH NT 0820
Facsimile: (08) 9222 4381	Facsimile: (08) 8935 8484

Kimberley Region	Pilbara and Gascoyne Region	Midwest and Murchison Region
Post: Regional Director Kimberley Region Scott House Clarendon St DERBY WA 6728 Tel: (08) 9192 5911 Postal: Locked Bag 4011 BROOME WA 6725	Post: Regional Director Pilbara and Gascoyne Region Morgan St Port Hedland WA 6721 Tel: (08) 9158 1794 Postal: PO Box 63 PORT HEDLAND WA 6721	Post: Regional Director Midwest & Murchison Region Shenton St Geraldton WA 6530 Tel: (08) 9956 2209 Postal: PO Box 22 GERALDTON WA 6531
Facsimile: Fax: (08) 9192 5455	Facsimile: Fax: (08) 9173 2964	Facsimile: Fax: (08) 9956 2421

Acts of Duly Authorised Persons

- 9.2 Where this MOU allows or requires anything to be done by a party or by a particular person on behalf of any party, that thing may be done by any other person who has been duly authorised to do so by that party or person, as the case may be.

MOU Not Intended To Affect Legal Position of Any Party

- 9.3 Neither this MOU, nor any specific MOU, which may be entered into under clause 5, are intended by the parties:
- (a) to create legally binding obligations;
 - (b) to alter or affect in any way the relationship of each party to those persons who may be, at the time of this MOU or at any future time, its employees or contractors; and
 - (c) to constitute any legal relationship between a party and any person which it would not otherwise have apart from this MOU.

Reporting

- 9.4 The ADF coordinator shall provide a report on the operation of this MOU in relation to that defence activity to the DOH coordinator and any Regional Health coordinator; and Staff Officer Health Plans, Headquarters Northern Command, within 3 months of the completion of a defence activity. The report is to make reference to those aspects, which worked well, and also those aspects, which did not work well, including a recommendation on remedial action. The Regional Health coordinator is to provide a similar report for internal consideration.
- 9.5 The report referred to in clause 9.4 shall be provided in such form as the ADF coordinator may think fit, having regard to considerations of national security and any other relevant considerations.

Payment of Services provided to ADF personnel

- 9.6 ADF Exercise/Activity Instructions/Orders will detail the billing and cost recovery process for the provision of State health services to ADF personnel. However, in principle, where an individual permanent ADF member not participating in a defence activity presents to a State health facility for treatment, the supporting ADF Area Health Service is to be contacted on 1800 467 425 (1800 IMSICK). This is a toll free after-hours nationwide service and will enable the local Area Health Service to issue reference numbers to authorise treatment and track expenditure.

International and Combined Defence Activities

- 9.7 This MOU does not cover the provision of support for other nation/international troops in a combined exercise and/or activity. However, early notification of such activities would be appreciated by the State to facilitate planning, and aid cost recovery as required. Health support arrangements and/or access to health facilities by other nations is covered in the standing International Agreements or Arrangements. The cost recovery process is also articulated in these agreements. The Directorate of Agreements, Defence Legal Division, maintains the Defence Organisation's Register of International Agreements.

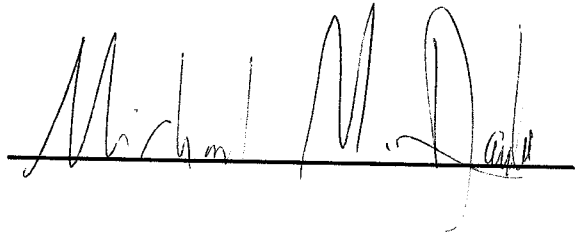
Review

9.8 The operation of the MOU generally shall be reviewed by representatives from DOH and NORCOM, approximately every 2 years with a view to identifying whether it requires any amendment.

This MOU was entered into on behalf of the parties, for and on behalf of the State and the Commonwealth respectively, by the following duly authorised persons on the dates set out below:

State Representative

SIGNED for and on behalf of)
 DOH by Mr MICHAEL DAUBE)
 Director General DOH)
 for Western Australia:)



On: 15/11/04
 DATE

Commonwealth Representative

SIGNED for and on behalf of)
 the Defence Department and)
 NORCOM by AIR COMMODORE STEVEN WALKER)
 Commander NORCOM:)



On: 3 NOV 04
 DATE

Appendices:

- A. Notice of Defence Activity
- B. Planning Process
- C. Planning Timetable
- D. Notice of ADF Health Professionals
- E. Provision of Services to non-ADF Persons
- F. Assistance with Consumables and Equipment
- G. Assistance with Facilities
- H. Modification of Memorandum
- I. Specific MOU Defence Activity

APPENDIX A

**NOTICE OF DEFENCE ACTIVITY
(INFORMATION TO BE INCLUDED IN NOTICE)**

(See Clause 2.2 (b) of MOU)

The ADF coordinator will provide the following information (subject always to any national security considerations that may apply at the time):

- (a) the defence activity name;
- (b) the commencement date;
- (c) the estimated duration of the defence activity;
- (d) a map detailing the area where the activity will be conducted (including, where possible, relevant boundaries);
- (e) the name of the ADF Commanding Officer for the defence activity;
- (f) a basic description of what the defence activity will involve;
- (g) an estimate of the number of ADF members who will be participating in the defence activity; and
- (h) an estimate of the ADF health capabilities supporting the defence activity.

APPENDIX B

PLANNING PROCESS (MATTERS FOR DISCUSSION) (See Clause 2.5 (a) & Clause 3.4 (a) of MOU)

The matters for discussion will include:

- (a) public health, including environmental health, disease control, medical entomology, and health promotion;
- (b) dental services;
- (c) health screening;
- (d) acute and specialist care;
- (e) consumables which may be required;
- (f) equipment which may be required;
- (g) facilities which may be required;
- (h) general environmental considerations, and also those which may be of particular importance to Aboriginal communities, including the disposal of medical wastes and the siting of toilet and bathing facilities;
- (i) any registration processes, or other legal requirements, which may be relevant to the ADF health professionals involved in the defence activity;
- (j) cultural training;
- (k) billing;
- (l) post activity report; and
- (m) emergency aeromedical and surface evacuation capabilities.

APPENDIX C

PLANNING TIMETABLE (See Clause 2.5 (c) & Clause 3.4 (c) of MOU)

The planning timetable following written notice of a defence activity shall be as follows:

1. 8-10 weeks prior to the commencement date:

A joint planning Co-ordination meeting will take place between the ADF coordinator, the DOH coordinator and any Regional Health coordinator, at which the matters referred to in appendix B will be discussed, and any other matters which may be considered relevant.

(Each party will bear any travel and accommodation costs incurred by its own participants. DOH will provide an appropriate meeting room.)

2. Not less than 4 weeks prior to the commencement date:

The ADF coordinator will provide notice of the ADF health professionals which will be involved in the defence activity (see clauses 2.6 - 2.7).

3. Not less than 2 weeks prior to the commencement date:

The DOH coordinator and/or any Regional Health coordinator will notify the ADF coordinator of any relevant protocol, policy, set of guidelines or other document relevant to the provision of health services to any non-ADF person (see clauses 3.18 - 3.19).

4. From the date on which notice is received of the ADF health professionals until the commencement date:

The DOH coordinator, in liaison with the ADF coordinator, will attempt to facilitate the registration etc of the ADF health professionals (see clauses 3.5 - 3.7).

APPENDIX D

**NOTICE OF ADF HEALTH PROFESSIONALS
(INFORMATION TO BE INCLUDED IN NOTICE)
(See Clause 2.7 (b) of MOU)**

The notice shall be in the following format:

Service Number	Rank	Initials	Surname	Area of Employment	Health Qualification(s)

APPENDIX E

PROVISION OF SERVICES TO NON-ADF PERSONS (CIRCUMSTANCES AND CONDITIONS)

(See Clause 2.9 (b) of MOU)

1. The circumstances in which ADF health professionals may provide health services to non-ADF persons are as follows:

- (a) there is considered by the ADF health professional to be a need for the treatment of a non-ADF person on an emergency basis, and the health services that would otherwise be provided by, or on behalf of, the State to that non-ADF person are not available, or will not be available within an appropriate time;

[Note: The parties note that it is expected that any ADF health professional will exercise his or her usual clinical judgment and expertise in making any decision about whether there is a need for treatment on an emergency basis, and therefore err in all cases on the side of caution in making any such decision (ie be inclined to provide treatment wherever there may be a need for it on an urgent basis, and the ordinary health services of the State are not available). In other words, it is not intended by the parties that any ADF health professional should consider himself or herself to be restricted by this item of the appendix in any way from exercising the normal clinical judgment and expertise that he or she would exercise in the same or similar situation if he or she were evaluating the need for urgent treatment of an ADF person.]

- (b) where, during the period of a defence activity, the ADF has been requested to provide assistance to the State in relation to a specific disaster, or is otherwise responding on behalf of the Commonwealth to a request for general assistance of that type from the State; and
- (c) where the DOH coordinator has requested the ADF coordinator to arrange for such health services to be provided to a specified community, group or organisation and the ADF coordinator agrees to that request.

2. The conditions, which apply to the provision of health services to non-ADF persons in the circumstances described in item 1 of this appendix, are:

- (a) the provision of health services to non-ADF persons is subject to the consent of the individual recipient of treatment and where it is appropriate, the consent of any representative body for a community of non-ADF persons will also be obtained before ADF health professionals provide any such services;
- (b) where it is possible, and/or appropriate, the ADF health professionals will respect the consent and/or wishes of the representative body of such persons.

[Note: In relation to this item, the parties are seeking to recognise that there may be cases (other than emergency cases which impose special demands for prompt action) when it may be convenient to both the State and the Commonwealth for services to be provided to non-ADF persons by ADF professionals, but where such an arrangement may not, for a range of reasons, be acceptable to the potential patient(s). The parties consider that any such objections, although they may not be determinative, will nevertheless need to be given due weight in any decision-making process that may be required.]

- (c) the Commonwealth complies with any other specific conditions that may be notified to the ADF coordinator by the DOH coordinator in relation to the provision of health services to non-ADF persons.

APPENDIX F

ASSISTANCE WITH CONSUMABLES AND EQUIPMENT (CIRCUMSTANCES AND CONDITIONS)

(See Clause 3.10 of MOU)

1. The circumstances in which the State will provide assistance to the Commonwealth in procuring any consumables or equipment are as follows:
 - (a) the ADF coordinator considers that the consumables or equipment (as the case may be):
 - (i) could not at the relevant time be obtained through the ordinary procurement processes of the ADF; or
 - (ii) could not at the relevant time be obtained through those processes without an unacceptable delay;
 - (b) the ADF coordinator considers that it would, for any reason, be more efficient for the consumables or equipment (as the case may be) to be procured on behalf of the Commonwealth by the State; or
 - (c) the consumables or equipment (as the case may be) are required by the Commonwealth for the purpose of providing health services to non-ADF persons in the circumstances described in item 1 (c) of appendix E.
2. The conditions, which apply to the provision of assistance to the Commonwealth in the circumstances described in item 1 of this appendix, are:
 - (a) the ADF coordinator has provided the DOH coordinator with reasonable notice of the request for assistance with procurement of the consumables or equipment (as the case may be);
 - (b) the DOH coordinator agrees to the request;
 - (c) the Commonwealth reimburses the State for:
 - (i) any reasonable costs, or liability to make payment, incurred by the State in meeting that request (see clause 3.11 (a) of the MOU); and
 - (ii) any reasonable costs incurred by the State in making good any damage caused to equipment which is provided by the State for the use of the Commonwealth as part of its response to that request.

[Note: The parties intend that the precise manner of 'reimbursement' (ie whether in money terms or the provision of replacement consumables or equipment, or the return or unused consumables etc) will be determined on a case by case basis, subject to the agreement of the DOH coordinator. They also intend that 'reimbursement' should be based on the principle that the State only seeks to cover its costs, and that its right to seek reimbursement will not be exercised where it would not be reasonable to do so (eg. in the situation described in item 1 (c) of this appendix).]

- (d) the ADF coordinator ensures that any reimbursement required in accordance with item 2 (c) of this appendix is processed by the Commonwealth within 6 weeks of a receipt of an invoice from the DOH coordinator (unless there is a dispute as to any part of that amount, in which case whatever amount is not in dispute will still be paid within that timeframe).

[Note: The parties expect that in the ordinary course of events, the DOH coordinator will forward an invoice to the ADF coordinator for any amounts claimed by way of reimbursement within 4 weeks of the date on which any defence activity concludes.]

- (e) the Commonwealth complies with any other specific conditions, which may be imposed by the DOH coordinator at the time, that person agrees to a request in accordance with item 2 (b).

APPENDIX G

ASSISTANCE WITH FACILITIES (CIRCUMSTANCES AND CONDITIONS) (See Clause 3.13 of MOU)

1. The circumstances in which the State will provide assistance to the Commonwealth in relation to access to, and use of, facilities controlled by the State are as follows:
 - (a) the ADF coordinator considers that there are no ADF facilities available, and/or appropriate, to meet a particular need of the defence activity which relates to the provision of health services; or
 - (b) the facilities are required by the Commonwealth for the purpose of providing health services to non-ADF persons in the circumstances described in item 1 (c) of appendix E.
2. The conditions, which apply to the provision of assistance to the Commonwealth in the circumstances described in item 1 of this appendix, are:
 - (a) the ADF coordinator has provided the DOH coordinator with reasonable notice of the request for assistance with access to, and use of, the facilities;
 - (b) the DOH coordinator agrees to the request;
 - (c) the Commonwealth ensures that the ordinary activities carried out on behalf of the State which may take place in any such facilities are not compromised in any way by their use by the ADF, and that full co-operation is given by ADF members to any other organisation or individual which may also be using those facilities;
 - (d) the Commonwealth reimburses the State for any reasonable costs incurred by the State in making good any damage which is agreed between the parties to have been caused to any such facilities by the actions of ADF members.

[Note: The parties intend that the precise manner of 'reimbursement' (ie whether in money terms or the repair of the facilities by the Commonwealth) will be determined on a case by case basis, subject to the agreement of the DOH coordinator. They also intend that 'reimbursement' should be based on the principle that the State only seeks to cover its costs, and also that its right to seek reimbursement will not be exercised where it would not be reasonable to do so (eg. in the situation described in item 1 (b) of this appendix).]

- (e) the ADF coordinator ensures that any reimbursement required in accordance with item 2 (d) of this appendix is processed by the Commonwealth within 6 weeks of a receipt of an invoice from the DOH coordinator (unless there is a dispute as to any part of that amount, in which case whatever amount is not in dispute will still be paid within that timeframe).

[Note: The parties expect that in the ordinary course of events, the DOH coordinator will forward an invoice to the ADF coordinator for any amounts claimed by way of reimbursement within 4 weeks of the date on which any defence activity concludes.]

- (f) the Commonwealth complies with any other specific conditions, which may be imposed by the DOH coordinator at the time that person agrees to a request in accordance with item 2 (b).

[Note: The parties note that one such specific condition may, in an appropriate case, involve the completion of a jointly accepted facilities condition report prior to, and after, the occupation of the facilities (or part thereof) by the ADF.]

APPENDIX H

**MODIFICATION MEMORANDUM
(GENERAL FORM)
(See Clause 4.2 (c) of MOU)**

It is considered by the parties (ADF and DOH Coordinators) to be necessary to alter the timing requirements set out in the MOU for _____ as follows:
(Activity Name)

- (a) the timing requirement of ____ weeks set out in clause ____ of the MOU will be read as ____ weeks.
 - (b) the timing requirement of ____ weeks set out in clause ____ of the MOU will be read as ____ weeks.
- [etc]

APPENDIX I

**SPECIFIC MOU
DEFENCE ACTIVITY
(GENERAL FORM)
(See Clause 5.2 (c) of MOU)**

**SPECIFIC MEMORANDUM OF UNDERSTANDING
EXERCISE/OPERATION _____**

This specific memorandum of understanding is made on the ____ day of _____ 200_, under the memorandum of understanding relating to roles during defence activities made between the Commonwealth and Western Australia (The Principal MOU).

Background

1. ADF (ship/unit/formation/base) will deploy to (area/town/island) in the State of Western Australia during the period from ddmmyyyy to ddmmyyyy on exercise/operation/activity (name).
2. ADF (ship/unit/formation/base) will require support from DOH and the following Health Service(s): _____.
3. This activity shall be conducted generally in accordance with the Principal MOU.
4. However, one [or both] of the parties considers that this specific MOU should be entered into in accordance with clause 5.2 of the Principal MOU.

Functions

5. The following specific functions will be performed by the ADF:
 - a.
6. DOH and/or the Health Region(s) will perform the following specific functions:
 - a.

Planning

7. The following appointments have been made:
 - a. ADF Commander -
 - b. ADF coordinator -
 - c. DOH coordinator -
 - d. Regional Health coordinator(s) -

Registration

8. Specific action required to complete registration requirements is:
 - a.
9. Registration procedures are complete/incomplete.
10. A list of ADF Health Professionals for the exercise/operation is at appendix 1.

Reconnaissance and Liaison

11. Reconnaissance and liaison shall be effected in accordance with the following:
 - a. Initial reconnaissance and liaison by ADF personnel -
ddmmyyy
 - b. Further reconnaissance and liaison by ADF personnel -
ddmmyyy
12. Reconnaissance and liaison shall be in consultation with the DOH coordinator and, as required, with:
 - a. the relevant DOH facility staff (specify contact person);
 - b. local civilian community (specify contact person);
 - c. civil community health services staff (specify contact person); and
 - d. local private health providers (specify).

Cross Cultural Awareness

13. Cross cultural awareness training for ADF personnel shall be conducted at _____ during the period ddmmyyy and ddmmyyy.

Medical Management Protocols

14. A list of Medical Management Protocols to be used during the activity is contained in appendix 2.
15. The DOH coordinator shall provide a copy of each protocol to the ADF coordinator no later than ddmmyyy.

Services Available/Required

16. Laundry services.
17. Central Sterilising Department.
18. Other services.

Consumables

19. Consumables required by ADF and to be supplied by DOH are listed in the attached Stores List at appendix 3.

Equipment

20. Equipment required by ADF and to be supplied by DOH is listed in the attached Equipment List at appendix 4, and shall include a description of the equipment, the quantity, condition and value.

Coordination Meetings

21. Specify meetings that are considered to be required and/or estimate of frequency and between which persons involved in the activity.

Points of Contact

22. ADF points of contact:
- a. Central co-ordination:
 - Staff Officer Health Plans
Headquarters Northern Command
Larrakeyah Barracks
LARRAKEYAH NT 0820
 - Telephone: 08 8935 8495
Facsimile: 08 8935 8484
 - b. ADF Commander:
 - c. ADF coordinator:
23. DOH points of contact:
- a. Central co-ordination:
 - Group Director Health Care and Disaster Preparedness
189 Royal Street
EAST PERTH WA 6004
 - Telephone: 08 9222 4222
Facsimile: 08 9222 4381
 - b. DOH coordinator:
 - c. Regional Health coordinator.

This memorandum of understanding is executed on the dates set out below.

Signed for and on behalf of the)
Commonwealth of Australia)
in the presence of:) _____

on [Date]

Signed for and on behalf of the)
State of Western Australia)
in the presence of:) _____

on [Date]

Appendices:

1. List of registered ADF Health Professionals
2. List of Medical Management Protocols
3. Stores List
4. Equipment List