DRAFT

MINUTES

Data Governance Council
Meeting 23
Wednesday, 14 October 2015

Location: Scarborough House, Level 14, Executive Boardroom

Attendance

s22, Information Knowledge Management Branch, Chair
s22, Medical Benefits Division
s22, Grant Services Division
s22, Australian Institute of Health and Welfare
Tania Rishniw, Indigenous Health Division
s22, Department of Human Services
s22 (for s22), National Health Funding Body
s22 (for s22), Health Workforce Division
s22 (for s22), e-Health Division
s22 (for s22), Office of Health Protection
s22 (for s22), National Health Performance Authority (on teleconference)
s22 (for s22), Research Data and Evaluation Division
s22 (for s22), Independent Hospital Pricing Authority (IHPA)
s22, (s22), Pharmaceutical Benefits Division
s22 (for s22), Australian Bureau of Statistics
s22 (for s22), Portfolio Investment Division

Advisers

s22, Information Knowledge Management Branch

Secretariat

s22, Information Knowledge Management Branch

Presenters

s22, Medical Benefits Division

Observers

s22, Indigenous Health Division
s22, Information Knowledge Management Branch
s22, Information Knowledge Management Branch
s22, Information Knowledge Management Branch

Apologies

s22, Deputy Secretary, Chair
s22, National Health Performance Authority
s22, Research Data and Evaluation Division
s22, Independent Hospital Pricing Authority (IHPA)
s22, Pharmaceutical Benefits Division
s22, National Health Funding Body
s22, e-Health Division
s22, Australian Bureau of Statistics

s22, Health Workforce Division
s22, Office of Health Protection
s22, Australian Commission on Safety and Quality in Health Care (ACSQHC)
s22, Population Health and Sport Division
s22, Portfolio Investment Division

Agenda Item 1: Welcome and apologies

The meeting opened at 2.01pm.

Introductions were made and apologies noted.

The Chair welcomed the member joining via teleconference and all members present introduced themselves.

Agenda Item 2: Minutes and action items – Meeting 22 (11 August 2015)

The August 2015 Data Governance Council (DGC) meeting minutes were endorsed as a true and accurate record of proceedings.

Progress on action items was noted.

Agenda Item 3: Public Release of linkable MBS, PBS and hospital 10% sample data sets

The Chair invited s47F to speak to the paper on the public release of linkable MBS, PBS and hospital 10% sample data sets.

s22 advised that the Department of Health (Health) has been working closely with the Department of Human Services (DHS) to create a longitudinal sample across both the MBS and PBS datasets. Data will be put through a confidentialisation process that the department is confident will make re-identification of the owner of the data a practical improbability. This is done through encryption, perturbation of dates and restricted geographic breakdown. It will be possible to include other datasets in the future to enrich the data available for analysis. Data will be made available on data.gov.au.

There was discussion about the ability of users to link information back to individuals if they know several key pieces of information about them. Health is confident that re-identification is near impossible as the information held is of an administrative nature and doesn't include diagnostic data. s22 recommended that when releasing the data Health should include a statement that the data released has been confidentialised. This is to inform and assure the public that precautions are taken to protect an individual's privacy when data is released.

s22 enquired why Individual Health Identifiers (IHI) were not being used to link as there is already mapping between IHIs and the Medicare PIN, creating a greater potential for further linkage. s22 indicated that IHI information is not currently being provided in the MBS or PBS data stored by Health.

The Chair enquired if we are able to assess usage of the data. s22 advised that there is an area in DHS that can provide advice on how to extract this information from data.gov.au.

The DGC agreed to the public release of linkable MBS, PBS and public hospital 10% sample data sets, noting the release proposal will be presented to the Executive for final approval.

Agenda Item 4: Endorsement of business metadata for Medicare Benefits Schedule (MBS) data

s22 advised the DGC that the MBS metadata is now ready for publication and once put into METeOR it will be available to the public. Work is progressing with preparing metadata for PBS data, childhood immunisation data and grants data.

s22, as the Business Data Steward for MBS data, spoke of the extensive work done by her team in the development and quality assurance of the metadata which has been entered into METeOR.

The DGC endorsed the MBS business metadata as approved definitions for external publication.

Agenda Item 5: Data extraction & housing – emerging issues

s22 informed the DGC that Indigenous Health Division have been exploring options for streamlining and simplifying the process surrounding web portal facilities used by service providers to upload national key performance indicator data. The current process is cumbersome and time consuming and results in significant delays in the department receiving usable data.
s22 advised that Health Workforce Division have similar issues with a system that they use.

There are sensitivities with a government department holding this information as there can be a mistrust of the government by some service providers, s22 suggested that the AIHW may be considered a 'trusted' place for this data to be held.

s22 and s22 will liaise to discuss options for future consideration.
s22 suggested that it may be useful to have some users involved in the process and said that she has experience from the user end.

The DGC noted the paper.

Agenda Item 6: Appraising progress with implementation of data management policies

s22 presented a detailed plan for undertaking an appraisal of divisional progress with implementation of data management policies. This detailed plan follows from the approval given at the last DGC meeting for the conduct of the appraisal. The plan includes a description of what is to be appraised, details of the activities to be undertaken, the tools to be used, the scorecard for reporting progress and the expected timing. s22 also highlighted the inclusion in the plan of a Data Governance Maturity Model which would be used to guide progress with this and future appraisals.

If approved, the Data Governance & Research Ethics section will contact data stewards to invite them to undertake a self-appraisal during November 2015. Analysis of the self-appraisal will be undertaken during December 2015 for presentation of initial results at the February 2016 meeting.

Members were advised that Data Asset Register and Business Data Steward Register are located on the Intranet.

s22 proposed an update to the Data Governance Maturity Model under the Managed/Committed maturity description to include for Health's data sets the following objectives:

- Visible: are well described in a catalogue
- Accessible: able to be readily accessed subject to security and confidentiality constraints
- Coherent: underlying conceptual frameworks and rules such as classifications and unit definitions are consistent where possible, and;
- Understandable: appropriate descriptive and definitional metadata is available.

s22 clarified that the appraisal was being conducted within the department only, but portfolio agencies were welcome to participate if they wished.

Members were asked to provide any additional feedback to s22.

The DGC approved the plan.

Agenda Item 7: Geospatial architecture

s22 introduced the draft spatial architecture which has been developed to progress spatial analytics under the spatial capability strategy. He drew attention to the fact that the architecture has been developed in two parts, with initial work concentrating on the delivery of spatial analysis capability to Health staff and subsequent work extending to encompass those outside of Health.

It was noted that with the Machinery of Government (MOG) changes, and in particular with Aged Care returning to the department, it should be a fairly simple process to add user groups to the platform and the architecture supported this type of change.

Members were asked to provide any additional feedback to s22.

The DGC noted the progress on the development of a spatial architecture under the spatial capability strategy.

Actions:

23.7.1 Presentation of the final spatial architecture for endorsement
Action Officer: s22 Due Date: 17 November 2015

Agenda Item 8: Forward work plan

s22 presented a paper on a proposal to streamline the provision of data by state and territory jurisdictions. The aim is to diffuse concerns from the jurisdictions and to streamline and simplify the process of data provision. In terms of the jurisdictions, we are unable to force them to supply requested data, so the aim is to negotiate and discuss how the requested data is being used. Most of the requested data is currently being supplied, but some jurisdictions have shown a reluctance to release some data.

The Information Management and Relationships Section, Information Knowledge Management Branch (IKMU) will work closely with the Health Analytics Branch to facilitate the process of data provision from the states and territories. IHPA also expressed an interest in being involved in this process.

s22 advised that the AIHW would present a paper on the development of master data linkage keys at the next DGC meeting.

The DGC noted the work currently underway to streamline the provision of data by state and territory jurisdictions. They agreed to its inclusion on the workplan as an item to be reported as updates become available.

Actions:

23.8.1 AIHW to write a paper on data linkage keys.
Action Officer: s22 Due Date: 17 November 2015

Agenda Item 9: Other Business

The Chair noted that with the recent MOG changes there will be new divisions within Health and they should be invited to join the DGC. s22 mentioned that since the most recent department restructure not all divisions are represented on the DGC and this too needs to be addressed.

The Chair will discuss with the Secretariat how to proceed with invitations to join the DGC for those divisions not currently represented.

Agenda Item 10: Next meeting

The Chair advised members that the next DGC meeting is scheduled for Tuesday 1 December 2015, from 9:30am – 11:30pm.

The meeting closed at 3.04pm.

Action items summary

Agenda Item 7: Geospatial architecture

Actions:

23.7.1 Presentation of the final spatial architecture for endorsement
Action Officer: s22 Due Date: 17 November 2015

See agenda item 5

Agenda Item 8: Forward work plan

Actions:

23.8.1 AIHW to write a paper on data linkage keys.
Action Officer: s22 Due Date: 17 November 2015

Ongoing discussions on master data linkage keys are in-progress at the AIHW. A paper will be presented at the February 2016 DGC meeting.

Data Governance Council Meeting

Date of Meeting: 14 October 2015
Agenda Item No: 3
Branch/Division: Medical Benefits Division, Pharmaceutical Benefits Division and Research, Data and Evaluation Division
Sponsor: s22

PUBLIC RELEASE OF LINKABLE MBS, PBS AND PUBLIC HOSPITAL 10% SAMPLE DATA SETS

RECOMMENDATION

1. THAT THE DATA GOVERNANCE COUNCIL (DGC) **AGREE** TO THE PUBLIC RELEASE OF DE-IDENTIFIED, LINKABLE 10% SAMPLE OF THE MEDICARE BENEFITS SCHEDULE (MBS), PHARMACEUTICAL BENEFITS SCHEDULE (PBS) AND PUBLIC HOSPITAL DATA VIA DATA.GOV.AU

BACKGROUND

In July 2010 the Australian Government made a Declaration of Open Government that committed to making government information more accessible and usable.

MBS, PBS and public hospital administrative data are the largest and most comprehensive health data holdings in Australia, with national coverage of the population. It is a national health data resource for research and policy makers.

The release of a non-identified, linkable 10% sample of the MBS, PBS and public hospital data would provide researchers with the opportunity to undertake research without having to bear the cost and delays associated with requests to government for unit record linked data. It would facilitate longitudinal analysis of patient progression through the Australian health system and provide the basis for cohort analysis as more years of historical data are released.

The 10% sample would not meet the requirements for more complicated analysis of rare medical or pharmaceutical events or broader data linkage studies. However, even in these cases it would certainly provide the basis for preliminary analysis prior to researchers approaching government for larger extracts of data.

Considerations for the release of Public Sector Information:

1. Completeness and Sensitivity

All Divisions have worked together to develop non-identification processes (encryption, perturbation and restricted geographic breakdown) to ensure that no patient or provider can be re-identified using externally available information (see Attachment 1). A set of national weights will be generated for the 10% samples so results can be reported at the national level.

Metadata has been developed for all variables included in the proposed data release. In addition, the Medical Benefits Division (MBD), the Pharmaceutical Benefits Division (PBD) and the Research, Data and Evaluation Division (RDED) will develop a range of Fact Sheets with explanations on how to use the data (i.e. counting rules, how to apply the weights) and links to publicly available information.

2. Timeliness

The initial release will cover the period 2002-2003 to 2014-15 (MBS date of service, PBS date of supply). Public hospital data for the period 2003-04 to 2013-14 for admitted patients will follow (reliant on negotiation with states and territories). Future updates will be released six to ten months after the end of the financial year (to allow for lagged claims).

There are no financial, information technology or staffing implications as MBD, PBD and RDED will develop the datasets and accompanying materials internally using existing resources. If resources become constrained due to other pressures, the release date will be moved forward as required.

3. Data Quality

All divisions will provide metadata and develop Fact Sheets on data quality and the limitations of the data for research. As part of the release, MBD, PBD and RDED will generate summary data from the 10% sample for researchers to use in their Quality Assurance process.

4. State and Territory Permission for use of public hospital data

If the Data Governance Council (DGC) approves this project, then RDED will approach each state and territory to seek their approval to include their public hospital data. This will initially be done through an Agenda Paper at the Deputy CEOs meeting and followed up with bilateral discussions where required. It is anticipated that most, if not all, states would agree as this 10% sample should significantly assist them in their responsibilities for development of policy and service plans related to the Australian health system.

5. Release of data

An initial discussion with s47F (Digital Transformation Office) is being arranged to discuss release of the data through data.gov.au.

6. Legislative compliance

The *Public Release of Linkable 10% sample of MBS, PBS and Hospital Admissions data* paper (agenda item 3i), outlining the encryption, perturbation and restricted geographic breakdown used to ensure that no patient or provider can be re-identified using externally available information, has been provided to Legal Services for review and comment.

ATTACHMENTS

Agenda item 3i - Public Release of Linkable 10% sample of MBS, PBS and Hospital Admissions data

Contact Persons:

s22, Director, MBS Analytics, Medicare Financing and Listing Branch, 6289 s47E(c), s47F

s22, Director, PBS Information Management, Pharmaceutical Policy Branch, 6289 s47E(c), s47F

s22, Director RDED Modelling & Analysis Health Analytics Branch, 6289 s47E(c), s47F

Cleared by:

Signature of:

Agenda item 3i

Public Release of Linkable 10% sample of MBS, PBS and Hospital Admissions data

Defining non-identifiable data

Medicare and Pharmaceutical Benefits data held by the Department of Health does not include directly identifying information such as names and addresses. However, the availability of date of birth, gender and postcode dramatically increases the risk that an individual is re-identifiable, with or without linkage to a third data source.

NHMRC address the issue of data identifiability in their *National Statement on Ethical Conduct in Human Research*[1]. The NHMRC underlying principals and definitions align with the Department's requirements. Classifying MBS and PBS data as "re-identifiable" and referring to the *National Statement* will provide clarity and consistency for researchers who will be the most interested in the release of linkable 10% sample of MBS, PBS and hospital data.

- ***Individually identifiable data**, where the identity of a specific individual can reasonably be ascertained. Examples of identifiers include the individual's name, image, date of birth or address;*
- ***Re-identifiable data**, from which identifiers have been removed and replaced by a code, but it remains possible to re-identify a specific individual by, for example, using the code or linking different data sets; and*
- ***Non-identifiable data**, which have never been labelled with individual identifiers or from which identifiers have been permanently removed, and by means of which no specific individual can be identified.*

A subset of non-identifiable data are those that can be linked with other data so it can be known that they are about the same data subject, although the person's identity remains unknown.

Ensuring patients and practitioners are non-identifiable

Two main statistical approaches are used to ensure patients and practitioners in the 10% sample of MBS, PBS and hospital data are non-identifiable but linkable. The first is **encryption** of numerical identifiers in the data; the second is **perturbation**, "a method for statistical disclosure control and is characterised by the addition of random noise to cells in a table".

The release comprises separate files for the three types of service information (MBS, PBS and hospital), as well as a separate patient demographic file. Information in the files will be encrypted, reported at broader classification levels, or perturbed as follows:

[1] NATIONAL STATEMENT ON ETHICAL CONDUCT IN HUMAN RESEARCH, 2007 (UPDATED MAY 2015), PAGE 27

Agenda item 3i

Encryption

- The Personal Identification Number (PIN) is encrypted. The uniting element of the three collections for release is the PIN. The PIN is already on the MBS and PBS data. The mechanics for attaching a PIN to hospital data is dependent on negotiation with States (i.e. providing Medicare card number to DHS to convert to PIN or agreeing to probabilistic matching by patient date-of-birth, gender and postcode).

s47E(d)

  In this way, data for an individual is consistent across the three data sets but cannot be connected back to identity information for a person.

- Provider and prescriber identifiers are encrypted, using a method similar to that used for the PIN.

Perturbation

- Birth dates are perturbed. That is, they are changed in a random fashion. s47E(d)
- Date of service (MBS) and date of supply (PBS) are perturbed s47E(d) .

Additional Confidentialisation

- States and Territories have been combined to represent five geographical regions:
  - Australian Capital Territory and New South Wales,
  - Victoria and Tasmania,
  - Northern Territory and South Australia,
  - Queensland,
  - Western Australia.
- Information that is potentially identifying due to its infrequency in the population has been removed:
  - MBS items with extremely low service volumes have been removed,
  - People aged over 100 are not included.

The content and confidentialisation provisions for the hospital data sample have yet to be developed. These will be negotiated and agreed with the States and Territories.

Sampling weights

Each of the three 10% samples is intended to stand alone, or to be linked to the other collections by use of the PIN. The demography file holds date of birth and gender information for each patient, which can be linked to any of the collections.

For a stand-alone collection, development of a weighting system is straightforward and can be used by researchers to develop statistics for the Australian population. The Department intends to consult with the ABS about appropriate methods of weighting when linkage is undertaken across two or more of the collections.

Agenda item 3i

Conclusion

The original data sets will be processed using a suite of confidentialisation measures which taken together, essentially produce ‘synthetic’ data sets. That is, the collections prepared for release are a subset of anonymised data which reflect the original properties of the underlying data closely enough to produce meaningful analytical, statistical results.

Australian Government
Department of Health

Information Brief

MB16-001178
Date sent to MO: 28/07/16

To: **Minister Ley**
Assistant Minister Wyatt
Assistant Minister Gillespie

cc: Martin Bowles; Andrew Stuart; Mark Cormack

Subject: Release of linkable de-identified 10% sample of Medicare and PBS claims data

Purpose: That you NOTE the publication of linkable de-identified 10% sample of Medicare and PBS on data.gov.au

Urgency: Publication date on data.gov.au is 1 August 2016

Clearance:

Contact Officer:	s22 s22	*Director, MBD* *Director, PBD*	Ph: (02) 6289 s47E(c), s47F Ph: (02) 6289 s47E(c), s47F
Clearance Officer:	*Maria Jolly* *Penny Shakespeare*	*First Assistant Secretary MBD* *First Assistant Secretary PBD*	Ph: (02) 6289 s47E(c), s47F Ph: (02) 6289 s47E(c), s47F

Key Issues:

1. A linkable 10% sample of de-identified Medicare and PBS patient level claims data will be publicly released on 1 August 2016.
2. A suite of confidentiality measures has been applied to safeguard personal information for both patients and providers.
3. The data will be available to both Australian and international researchers through the data.gov.au website.

Background:

This release is part of an innovative joint project between the Medicare Benefits and Pharmaceutical Benefits areas of the Department of Health.

The release includes linkable Medicare and PBS claims data for a random 10% sample of patients. It includes historical Medicare data (from 1984) and PBS data (from 2003) up to 2014. The data will be updated annually as additional data become available.

This data release represents approximately 3 billion lines of data relating to approximately 2.5 million Australians and is expected to grow by 100 million lines of data each year. It has been designed to enable additional datasets to be linked in the future, for example hospital data and immunisation data. The addition of these data sets in the future will open new areas of analysis.

A suite of confidentiality measures including encryption, perturbation and exclusion of rare events has been applied to safeguard personal health information and ensure that patients and providers cannot be re-identified.

The release of this data will be of international significance. As it grows to include additional datasets it has the potential to become the single most significant public release of population health data in the world. It is almost impossible to overstate the value of this data to the medical and health research community.

Attachments: Nil

Australian Government
Department of Health and Ageing
Department of Human Services

BUSINESS AGREEMENT

relating to the Medicare and Related Programs

2012-2015 Agreement

between

The Secretary of the
Department of Human Services

and

The Secretary of the
Department of Health and Ageing

TABLE OF CONTENTS

BUSINESS AGREEMENT - Medicare and Related Programs

PART A – PRELIMINARY

1. RELATIONSHIP TO AGREEMENT

1.1 This Business Agreement and Schedules form a part of the Agreement between DoHA and DHS (the Agreement), and must be read in accordance with it.

1.2 The Agreement consists of:

- An Overarching Policy Statement;
- The Bilateral Head Agreement;
- Business Agreements dealing with business practices for specific programs;
- Schedules to the Business Agreements; and
- Protocols that articulate how DoHA and DHS will interact and manage their relationship.

1.3 If there is any inconsistency between this Business Agreement and the Bilateral Head Agreement, the terms of the Bilateral Head Agreement will prevail unless the contrary intention is specifically indicated, or the Secretaries explicitly agree otherwise.

1.4 The Schedules to the Business Agreement form part of the Business Agreement. Any reference to a Schedule is a reference to a Schedule to the Business Agreement. If there is any inconsistency between the terms and conditions in this Business Agreement with any part of a Schedule, the terms and conditions of the Business Agreement will prevail, unless a contrary intention is specifically indicated.

2. VARIATION AND TERMINATION

2.1 Variation or termination of this Business Agreement will be managed in accordance with clauses 87 to 92 of the Bilateral Head Agreement.

3. OBJECTIVES

3.1 The objectives of the Medicare and Related Programs are to:

3.1.1 Ensure the timely and accurate registration of eligible persons and providers

3.1.2 Ensure eligible persons and approved providers receive timely and accurate payments

3.1.3 Maintain accurate and up to date data and records

3.1.4 Support and maintain existing Medicare payment systems

3.1.5 Build and maintain effective working relationships with the sector and between the Department of Health and Ageing (DoHA) and the Department of Human Services (DHS).

4. BUSINESS AGREEMENT MANAGERS

4.1 The officers responsible for the overall management of this Business Agreement (the "Business Agreement Managers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Medical Specialist Services Branch Medical Benefits Division	National Manager Medicare and Veterans' Affairs Processing Health Programs Division
Assistant Secretary Hospital Development, Indemnity and Dental Branch Acute Care Division	National Manager Families and Child Care Programs Families Division

4.2 The officers responsible for the day-to-day administration of this Business Agreement (the "Schedule Managers") are listed at Part C of this Business Agreement.

4.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

PART B – BUSINESS ARRANGEMENTS

5. SCOPE

5.1 DHS will administer service delivery for the Medicare and Related Programs as per the following Schedules.

Schedule	Name of Schedule	Description
A	Medicare Program	Managing payments, data and information relating to Medicare program and related programs payments
B	Medicare Teen Dental Plan	Provides payments, notifications and data delivery for eligible teenagers for the Medicare Teen Dental Plan
C	Adverse Events Assistance Activity	Provides financial assistance to individuals for health and community care costs arising from certain adverse events

5.2 The scope of these business arrangements includes the undertaking to provide relevant eligibility data between the Centrelink and Medicare master programs.

6. ORGANISATIONALREQUIREMENTS AND OBLIGATIONS

6.1 Deliverables

6.1.1 DHS is responsible for deliverables as per the Schedules.

6.1.2 DoHA is responsible for:

(a) Developing government policy and providing clarification of policy intent of the Medicare program and related programs;

(b) Addressing Medicare policy and legislative matters with health professionals, their representative organisations, consumers and other stakeholders;

(c) Monitoring expenditure relative to Budget estimates;

(d) Representation at relevant DHS stakeholder forums;

(e) Managing legislative amendments; and

(f) Negotiating and managing funding and quality agreements with health professionals, their representative organisations and other stakeholders.

6.1.3 DoHA will, in a timely manner, provide a written response to issues raised by DHS relating to programs or activities described in the Business Agreement; or, advise a date when written policy advice will be provided.

6.2 Consultation

6.2.1 Consultation will be undertaken as per the Schedules and including clauses 64 to 72 of the BilateralHead Agreement.

6.2.2 DoHA and DHS agree to liaise and consult in the interpretation of legislative provisions pertaining to programs or activities described in this Business Agreement and document requests concerning interpretation of legislative provisions, where appropriate, to enable appropriate tracking, clarity and accountability.

6.3 Reporting

6.3.1 Subject to there being no specific constraints under applicable legislative provisions imposing privacy and secrecy obligations, DHS and DoHA agree to exchange reports as per the reporting obligations detailed in the Schedules.

7. FUNDING AND FINANCIAL MANAGEMENT ARRANGEMENTS

7.1 Departmental expenses

7.1.1 Funding for the Medicare and Related Programs will be as per the Schedules.

7.1.2 DHS is funded to perform the functions relevant to this Business Agreement by direct appropriation. Accordingly, DoHA will not make any payments relating to the costs incurred by DHS to meet its obligations under this Business Agreement, unless specified in the Schedules.

7.2 Administered expenses

7.2.1 For processes and procedures applicable to administered expenses, refer to the Financial Management Protocol of the Agreement.

7.2.2 The DoHA Secretary has delegated to the Chief Executive Medicare the power to issue drawing rights in relation to Medicare and Related Programs payments made by DHS.

7.2.3 DHS and DoHA agree to share sufficient information to enable each agency to meet obligations under the *Financial Management and Accountability Act* 1997 and to satisfy ANAO and parliamentary requirements.

7.2.4 DoHA will ensure there are sufficient funds available within nominated 'sweep' accounts at the Reserve Bank. DoHA's Medicare bank account is set up to automatically top up the Medicare bank accounts each day. DoHA will fund the exact amount of cash payments relating to each of the accounts that have been paid out by Human Services.

8. GOVERNANCE

8.1 In accordance with the governance arrangements set out in the Head Agreement the Management Committee is to establish a Business Agreement Management Group in relation to this Business Agreement.

8.2 The Business Agreement Management Group will meet at least annually to discuss any issues related to this Business Agreement, as well as any new business that may require a variation to this Business Agreement and/or the addition of a new Schedule to the Business Agreement.

8.3 The group is to comprise all Business Agreement Managers and may include Schedule Managers as appropriate.

9. DEFINITION OF TERMS

9.1 In this Business Agreement, unless the context otherwise requires, terms are as defined in the approved glossary, as amended from time to time. In addition:

PART C – SCHEDULES

Schedule		Schedule Managers	
		DoHA	DHS
A	Medicare Program	Director, Medical Services Section Medical Specialist Services Branch Medical Benefits Division Director, Surgical Services Section Medical Specialist Services Branch Medical Benefits Division Director, Regulatory Integrity Section Medical Specialist Services Branch Medical Benefits Division Director, Pathology Agreement & Schedule Maintenance Section Primary Care, Diagnostics, and Radiation Oncology Branch Medical Benefits Division Director, Diagnostic Imaging Section Primary Care, Diagnostics, and Radiation Oncology Branch Medical Benefits Division Director, Radiation Oncology Section Primary Care, Diagnostics, and Radiation Oncology Branch Medical Benefits Division	Director, Assessing Medicare and VAP Branch Health Programs Division Director, Provider Eligibility and Accreditation Medicare and VAP Branch Health Programs Division Director, Public Eligibility and Teen Dental Medicare and VAP Branch Health Programs Division Director, Medicare Claims Medicare and VAP Branch Health Programs Division

		Director, General Practice, Nursing, Optometry and Allied Health Section Primary Care, Diagnostics, and Radiation Oncology Branch Medical Benefits Division	
B	Medicare Teen Dental Plan	Director, Dental Services Section/Hospital Development, Indemnity and Dental Branch Acute Care Division	Director, Public Eligibility and Teen Dental Medicare and VAP Branch Health Programs Division Director, Family Eligibility Families and Child Care Programs Families Division
C	Adverse Events Assistance Activity	Director, Patient Eligibility and Special Access Programs Section Medicare Specialist Services Branch Medical Benefits Division	Director, Medicare Claims Medicare and VAP Branch Health Programs Division

Schedule A - **MEDICARE PROGRAM**

PART A – PRELIMINARY

1. RELATIONSHIP TO THE BUSINESS AGREEMENT

1.1 Unless otherwise specified, the provisions of this Schedule are to be applied subject to the provisions of the Business Agreement.

1.2 If there is any inconsistency between the terms and conditions of this Schedule with any provisions of the Business Agreement, the terms and conditions of the Business Agreement will prevail, unless a contrary intention is specifically indicated.

2. VARIATION AND TERMINATION

2.1 This Schedule will be subject to the same variation and termination process as applicable to the Business Agreement, detailed at clauses 87 to 92 of the Bilateral Head Agreement.

3. PROGRAM OBJECTIVES

3.1 The objective of the Medicare program is to ensure that eligible persons receive:

3.1.1 free or subsidised treatments by general practitioners (GPs) and specialists, as well as some optometry, dental treatments and certain services provided by eligible allied health professionals

3.1.2 treatment as a public patient in a public hospital.

4. SCHEDULE MANAGERS

4.1 The officers responsible for the overall management of this Schedule and the day-to-day management of the Business Agreement (the "Schedule Managers") will be:

Department of Health and Ageing	Department of Human Services
Director, Regulatory Integrity Section Medical Specialist Services Branch Medical Benefits Division	Director, Assessing Medicare and Veterans' Affairs Processing Branch Health Programs Division

Director, Pathology Agreement & Schedule Maintenance Section Primary Care, Diagnostics, and Radiation Oncology Branch Medical Benefits Division	Director, Provider Eligibility and Accreditation Medicare and Veterans' Affairs Processing Branch Health Programs Division
Director, Diagnostic Imaging Section Primary Care, Diagnostics, and Radiation Oncology Branch Medical Benefits Division	Director, Medicare Claims Medicare and Veterans' Affairs Processing Branch Health Programs Division
Director, Radiation Oncology Section Primary Care, Diagnostics, and Radiation Oncology Branch Medical Benefits Division	Director, Medicare Public Eligibility and Teen Dental Medicare and Veterans' Affairs Processing Branch Health Programs Division
Director, Medical Services Section Medical Specialist Services Branch Medical Benefits Division	Director, Family Eligibility Families and Child Care Programs Families Division
Director, General Practice Nursing, Optometry and Allied Health Section, Primary Care, Diagnostics and Radiation Oncology Branch Medical Benefits Division	
Director, Dental Services Section/Hospital Development, Indemnity and Dental Branch Acute Care Division	
Director, Patient Eligibility and Special Access Programs Section, Medical Specialist Services Branch Medical Benefits Division	

4.2 The officers responsible for the day-to-day administration of this Schedule (the "Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Director, Regulatory Integrity Section Medical Specialist Services Branch Medical Benefits Division	Director, Assessing Medicare and Veterans' Affairs Processing Branch Health Programs Division
	Director, Provider Eligibility and Accreditation Medicare and Veterans' Affairs Processing Branch Health Programs Division
	Director, Medicare Claims Medicare and Veterans' Affairs Processing Branch Health Programs Division
	Director, Medicare Public Eligibility and Teen Dental Medicare and Veterans' Affairs Processing Branch Health Programs Division
	Director, Family Eligibility Families and Child Care Programs Families Division

4.3 Any changes to these contact details will be promptly notified to the other agency and to the Business Agreement Managers in DoHA and DHS.

PART B – BUSINESS ARRANGEMENTS

5. SCOPE

5.1 This Schedule relates to matters which apply generally to the administration of the Medicare Program and related programs.

5.2 DHS will also administer service delivery for the Medicare and Related Programs as per the following Attachments.

Attachment	Name of Attachment	Description
1	Pathology Services	Administration of pathology arrangements including payments, applications and registrations.
2	Diagnostic Imaging and Radiation Oncology Services	Administration of diagnostic imaging and radiation oncology arrangements including payments, applications and registrations.
3	Health Program Grants for Radiation Oncology Services	Provides funding for capital component of specific radiation oncology services provided under the MBS.
4	Review of the Medicare Benefits Schedule	Provides responsibilities for the ongoing review of the MBS.
5	Information Management Arrangements	Supplement to the Information Management and Release Protocol.
6	Workforce Programs	Administration of the schemes and programs under Workforce Programs including payments.
7	Financial Incentives for Telehealth	Administration of Telehealth including payment of benefits and incentives.

6. ORGANISATIONAL REQUIREMENTS AND OBLIGATIONS

DHS will undertake the following activities in relation to the Medicare Program:

6.1 Services for Customers

6.1.1 Services for eligible persons - enrolment, assessment of eligibility and payment of benefits - including but not limited to:

a) payment of Medicare benefits to eligible persons in a timely manner.

b) enrolment of persons who are eligible to receive Medicare benefits – including maintaining and updating of the Medicare Enrolment File;

c) production and issue of Medicare cards to enrolled persons;

d) assessment of the eligibility of individuals for Medicare benefits;

e) production and issue of Prescribed Patient Cards for the Cleft Lip and Cleft Palate Scheme and maintenance of a register of prescribed dental patients as defined in section 3BA of the *Health Insurance Act 1973*;

f) maintenance of a register of individuals and families who apply for Safety Net registration and provision of written advice to eligible persons of any limits or conditions on their eligibility;

g) assessment of individuals' concessional status for payment of Medicare benefits under the bulkbilling incentive arrangements;

h) response to enquiries from the public through channels in accordance with DHS's service commitments;

i) on request, provision of statements for persons who are eligible to claim a medical deduction for taxation purposes or require statements for other legitimate purposes; and

j) provision of relevant information to the public as required, by way of educational material about the operation of the Medicare program as well as the maintenance of DHS' website.

6.2 Services for providers

6.2.1 Assessment of the eligibility of all healthcare providers to participate in the Medicare Program and related programs and the issue of identification numbers (i.e. Provider/Registration Numbers) to those healthcare providers in respect of their places of practice.

6.2.2 Maintenance and updating of the provider file of all healthcare providers (however described) who are eligible to provide or request services that would attract a Medicare benefit.

6.2.3 Assessment of ongoing eligibility of eligible healthcare providers to attract Medicare benefits.

6.2.4 Provision of written advice to healthcare providers regarding eligibility and participation in approved programs.

6.2.5 Payments to providers in accordance with Government endorsed timeframes.

6.2.6 Provision of statements to claiming providers listing their claims for Medicare benefits assessed for bulk-billing claims.

6.2.7 Administration of the 90 day pay doctor cheque scheme, including the cancellation of cheques and payment of Medicare benefits by Electronic Funds Transfer (EFT).

6.2.8 Answering enquiries from providers about the Medicare Program and related programs.

6.2.9 Processing undertakings by optometrists (for the purposes of s.23B of Health Insurance Act 1973) and maintaining the optometrical undertaking database.

6.2.10 Processing pathology applications and registrations in accordance with Attachment 1.

6.2.11 Processing applications for Location Specific Practice Numbers (LSPN) in accordance with Attachment 2.

6.2.12 Maintenance and updating of the LSPN Register with accreditation information in accordance with Attachment 2.

6.2.13 Processing statutory declarations for providers in relation to Magnetic Resonance Imaging (MRI) in accordance with Attachment 2.

6.2.14 Processing statutory declarations for providers and practices in relation to Positron Emission Tomography (PET) in accordance with Attachment 2.

6.2.15 Maintenance of registers of Health Program Grant payments made to Diagnostic Imaging and Radiation Oncology practices in accordance with Attachment 3.

6.3 Representation on a number of Medicare and related programs' management and consultative committees. In these committees DHS will provide general administrative and implementation advice on matters relating to the Medicare Program and related programs.

DoHA will:

6.4 Review and produce the MBS in accordance with Attachment 4;

6.5 Maintain estimates of expenditure and transaction volumes for Medicare benefits;

6.6 Monitor expenditure relative to Budget estimates;

6.7 Be represented at relevant DHS stakeholder forums;

6.8 Manage legislative amendments; and

6.9 Negotiate and manage funding and quality agreements with the profession and other stakeholders.

6.10 Assist in the resolution of questions relating to policies, the administration or interpretation of the MBS.

6.11 **Data and information**

6.11.1 The data specified in Attachment 5 is to be provided to DoHA at no additional cost.

6.11.2 The reports listed in Attachment 5 are provided with the existing data elements, parameters and format as at the date of signing of the Agreement, which ever is the latter.

6.11.3 The provision of information will be in accordance with the Information Management and Release Protocol of the Agreement.

6.12 **Production of reference, educational and promotional materials**

6.12.1 DHS is responsible for producing and distributing:

a) operational materials (eg application forms, registration forms (except for pathology forms, see Attachment 1, claim forms and receipts) for relevant Medicare Program and related programs; and

b) online material, including promotional and instructional material which relates to all claiming channels and initiatives of the Medicare Program and related programs.

6.12.2 Where possible, DHS will endeavour to provide DoHA with:

a) a copy of all operational materials, including forms and publicity material, prior to finalisation and will allow DoHA five (5) working days to provide their input prior to organising final printing and distribution of the material; and

b) access to space in the "Medicare Forum" publications free of charge.

6.13 Compliance

6.13.1 DHS is responsible for monitoring compliance of Medicare services and, subject to there being no legislative constraints, agrees to undertake its responsibilities and obligations in accordance with the Program Integrity and Risk Management Protocol;

6.13.2 DHS will undertake targeted audits to ensure that Medicare eligible providers are meeting the requirements of the *Health Insurance Act 1973* and the legislative instruments made under it; and

6.13.3 Where possible DHS will endeavour to provide DoHA with regular reports on compliance activities for the Medicare Program and related programs.

7. FUNDING AND FINANCIAL MANAGEMENT ARRANGEMENTS

Departmental expenses

7.1 DHS is directly appropriated to perform the functions relevant to this Schedule. Where additional functions or a variation to existing functions is to be performed by DHS, any financial impacts will be managed in accordance with the Budget Consultation Protocol of the Agreement.

Administered expenses

7.2 For the administered programs covered under this Schedule for which DHS provides the payment function the financial limitation of DoHA appropriations available to DHS is specified in the Instrument of Delegation through the delegation of Drawing Rights to DHS under the *Financial Management and Accountability Act* 1997.

7.3 Each month DHS will provide DoHA with the value of unpresented cheques/EFT, outstanding claims and claims being processed in relation to the payments covered by this Schedule. DoHA will record these amounts as monthly accruals in its financial system. DoHA will monitor the liabilities and expenses against the estimates for Medicare benefits, and take actions as required to ensure sufficient funds are available to cover revised estimates.

7.4 DoHA acknowledges that DHS requires timely and appropriate access to DoHA's administered funds through sweeping bank arrangements to allow DHS to meet program delivery obligations.

8. DEFINITION OF TERMS SPECIFIC TO THIS SCHEDULE

8.1 In this Schedule, unless otherwise specified, terms are as defined in the approved glossary, as amended from time to time. In addition:

DVA	means the Department of Veterans' Affairs
MBS	means the Medicare Benefits Schedule. This is a list of Medicare services subsidised by the Australian Government and underpinned by legislation. The legislation consists of the *Health Insurance Act 1973* and relevant secondary legislation including the Health Insurance (General Medical Services Table) Regulations, the Health Insurance (Diagnostic Imaging Services Table) Regulations, the Health Insurance (Pathology Services Table) Regulations and determinations made under section 3C (1) of the *Health Insurance Act 1973* and as may be added to from time to time.
Medicare Program	has the same meaning as in the *Human Services (Medicare) Act 1973*

9. ATTACHMENTS

Attachment	Name of Attachment
1	Pathology Services
2	Diagnostic Imaging and Radiation Oncology Services
3	Health Program Grants for Radiation Oncology Services
4	Review of MBS
5	Information Management Arrangements
6	Workforce Programs
7	Financial Incentives for Telehealth

ATTACHMENT 1– PATHOLOGY ARRANGEMENTS

1. OVERVIEW OF RESPONSIBILITIES

1.1 DoHA has policy responsibility for the pathology arrangements under the Medicare Program, which includes negotiating with the pathology sector and overseeing changes to legislation and regulations.

1.2 DHS is responsible for administration of pathology arrangements, including payment of Medicare benefits for pathology services provided under the Medicare Program.

1.3 DoHA is responsible for the development of applications for pathology providers. DHS is responsible for processing these applications and registrations for the following as set out in the legislation and associated instruments:

1.3.1 Approved Pathology Practitioners (APP);

1.3.2 Approved Pathology Authorities (APA);

1.3.3 Accredited Pathology Laboratories (APL); and

1.3.4 Approved Collection Centres (ACC).

2. ADMINISTRATION OF PATHOLOGY ARRANGEMENTS

2.1 The administration of pathology arrangements falls into the following main categories:

2.1.1 payment of Medicare benefits for eligible pathology services;

2.1.2 processing of APP and APA Undertakings;

2.1.3 processing of APL applications. Accreditation of a pathology laboratory is mandatory for its services to be eligible for Medicare benefits;

2.1.4 administration of the ACC arrangements; and

2.1.5 review and development of the system rules for the Pathology Services Table (PST).

3. RESPONSIBILITIES OF DHS

DHS will:

3.1 apply, implement and observe legal requirements for the approval to claim or request services which are eligible for Medicare benefits;

3.2 work with individual pathology providers to understand PST business rules and resolve payment issues;

3.3 implement changes to payment of Medicare benefits arising from amendments to the PST, including undertaking any systems development work within DHS's IT release timeframes;

3.4 receive and process APA, APP, APL and ACC applications, which includes acceptance, refusal or revocation of applications and collection of related fees;

3.5 referral of any breach of APAs, APPs, APLs and ACCs (where appropriate) to the Medicare Participation Review Committee (MPRC),as delegate of the Minister, including managing any necessary MPRC processes;

3.6 provide advice to DoHA on activities relating to refusal of any applications, non-compliance of pathology accreditation requirements and any other breaches;

3.7 send reminder notices to APAs, APPs, ACCs and APLs for pending expiry dates and late fees;

3.8 advise DoHA of annual revenue collected from fees, and distribution of this revenue;

3.9 negotiate and administer a Deed with the National Association of Testing Authorities (NATA) to assess and inspect laboratories, using criteria agreed with DHS, and use their findings as binding upon pathology providers seeking approval for APLs;

3.10 provide advice on accreditation categories to requesting parties (i.e. DoHA, providers, relevant committees etc);

3.11 collect information during registration and re-registration processes, maintain databases and supply DoHA with data and information on an ad hoc basis in relation to APAs, APPs, APLs and ACCs;

3.12 undertake targeted audits of compliance with PST and other pathology related legislative instruments;

3.13 provide other data and information consistent with Attachment 5;

3.14 participate on DoHA pathology committees, such as Pathology Services Table Committee (PSTC) as required; and

3.15 work with DoHA on the timing of testing of automation of system rules for PST.

4. RESPONSIBILITIES OF DOHA

DoHA will:

4.1 provide secretariat support to the National Pathology Accreditation Advisory Committee (NPAAC) and its sub-committees;

4.2 manage, review and develop the PST and associated business rules;

4.3 obtain policy and regulatory approval for PST amendments;

4.4 manage the Pathology Funding Agreement between the government and the pathology sector;

4.5 provide support to the Pathology Agreement Advisory Committee (PAAC) and its sub-committees and working parties; and the Pathology Services Table Committee and its expert panels and working parties);

4.6 provide timely and comprehensive information about changes to the PST and liaise closely with DHS to ensure that the recommended changes can be implemented effectively and within the required timeframe;

4.7 advise industry of any PST changes;

4.8 provide advice to DHS concerning the interpretation to be applied on claims associated with individual items or groups of items on the PST

4.9 review and update the regulations and principles in relation to pathology services, as appropriate, including: Health Insurance (Eligible Collection Centres) Approval Principles, and Health Insurance (Accredited Pathology Laboratories – Approval) Principles;

4.10 obtain any necessary regulatory and policy approvals for changes to regulations and principles; and

4.11 participate on DHS committees considering pathology activities, such as compliance committees, as required.

5. FUNCTION MANAGERS

5.1 The officers responsible for the overall management of this Attachment (the "Attachment 1 Function Managers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Primary Care, Diagnostics and Radiation Oncology Branch	National Manager Medicare and Veterans' Affairs Processing Branch

5.2 The officers responsible for the day-to-day administration of the Pathology Arrangements (the "Attachment 1 Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Director Pathology Agreement and Schedule Maintenance Section	Director, Provider Eligibility and Accreditation Section Medicare and Veterans' Affairs Processing Branch Director, Assessing Section Medicare and Veterans' Affairs Processing Branch

5.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

ATTACHMENT 2 – DIAGNOSTIC IMAGING AND RADIATION ONCOLOGY ARRANGEMENTS

1. OVERVIEW OF RESPONSIBILITIES

1.1 DoHA has policy responsibility for the diagnostic imaging and radiation oncology arrangements under the Medicare Program.

1.2 DHS is responsible for administration of diagnostic imaging and radiation oncology arrangements, including payment of Medicare benefits for diagnostic imaging and radiation oncology services provided under the Medicare Program.

2. ADMINISTRATION OF DIAGNOSTIC IMAGING AND RADIATION ONCOLOGY ARRANGEMENTS

2.1 Responsibilities of DHS

DHS will:

2.1.1 Apply, implement and observe legal requirements for the approval to claim, perform or request diagnostic imaging services which are eligible for Medicare Benefits;

2.1.2 Work with diagnostic imaging providers to understand the Diagnostic Imaging Services Table (DIST) and resolve payment issues;

2.1.3 Implement changes to payment of Medicare benefits arising from amendments to the DIST of the MBS, including undertaking any systems development work within DHS;

2.1.4 Administer and maintain the Location Specific Practice Number (LSPN) Register for diagnostic imaging and radiation oncology practice sites and ensure it remains current, this includes updating and maintenance of the LSPN Application form and LSPN Amendment Form;

2.1.5 Administer, maintain and record accreditation information received from approved diagnostic imaging accreditors, diagnostic imaging practices and DoHA on the LSPN Register;

2.1.6 Administer, maintain and record age of equipment information received from diagnostic imaging practices and DoHA on the LSPN Register;

2.1.7 Process applications from medical practitioners for remote area exemptions;

2.1.8 Apply remote area exemptions;

2.1.9 Administer Positron Emission Tomography (PET) eligibility arrangements.

(a) administer MRI Medicare-eligibility arrangements, including:

(i) manage applications to transfer Medicare-eligible MRI units temporarily within the same location because of maintenance, repairs and upgrades of eligible MRI units and consult DoHA about any complex cases including applications for prolonged periods; and

(ii) manage processes relating to the relocation of Medicare-eligible MRI units under the Deed of Agreement and inform DoHA when such changes occur;

(b) provide data and information to DoHA as detailed in Attachment 5.

2.2 Responsibilities of DoHA

DoHA will:

2.2.1 advise DHS about new or relocated fully or partial Medicare eligible MRI units.

2.2.2 manage, review and develop the DIST;

2.2.3 obtain policy and regulatory approval for DIST amendments;

2.2.4 provide timely and comprehensive information about changes to the DIST and liaise closely with DHS to ensure that the recommended changes can be implemented effectively and within the required timeframe;

2.2.5 advise industry of any DIST changes;

2.2.6 provide advice to DHS concerning the interpretation to be applied on claims associated with individual items or groups of items on the DIST;

3. FUNCTION MANAGERS

3.1 The officers responsible for the overall management of this Attachment (the "Attachment 2 Function Managers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Primary Care, Diagnostics and Radiation Oncology Branch	National Manager Medicare and Veterans' Affairs Processing Branch

3.2 The officers responsible for the day-to-day administration of this Attachment (the "Attachment 2 Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Director, Diagnostic Imaging Section Primary Care, Diagnostics and Radiation Oncology Branch Director, Radiation Oncology Section Primary Care, Diagnostics and Radiation Oncology Branch	Director, Provider Eligibility and Accreditation Section Medicare and Veterans' Affairs Processing Branch Director, Medicare Claims Medicare and Veterans' Affairs Processing Branch Director, Public Eligibility and Teen Dental Section Medicare and Veterans' Affairs Processing Branch Director, Assessing Section Medicare and Veterans' Affairs Processing Branch

3.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

ATTACHMENT 3– HEALTH PROGRAM GRANTS FOR RADIATION ONCOLOGY SERVICES

1. APPROVALS UNDER PART IV OF *HEALTH INSURANCE ACT 1973*

1.1 Radiation Oncology Health Program Grants (ROHPGs) provide funding for the capital component of specific radiation oncology services provided under the MBS. Grant funding is available to both public and private sector providers/ practices. DHS processes claims for payments under ROHPGs.

2. CAPITAL COMPONENT OF RADIATION ONCOLOGY SERVICES

2.1 ROHPG approvals and revision of the annual capital component rate

2.1.1 DoHA has responsibility for ROHPG approvals and for revising the annual capital component rate.

2.1.2 DoHA will:

(a) assess new applications;

(b) prepare recommendations for the delegate's approval;

(c) allocate equipment/facility numbers;

(d) make a determination of entitlements in relation to the relevant equipment;

(e) provide DHS with information about equipment/facility numbers, entitlements and relevant MBS item numbers at least four weeks (wherever possible) before services commence to enable DHS to amend its records before payments are due to be made);

(f) derive and determine capital component rates that apply in respect of radiation oncology equipment. These rates are updated periodically;

(g) calculate the six monthly Networking Information System (NIS) payment (usually due in April and October each year) and advise DHA when these payment are to be made.

2.2 Arrangements for payment of the capital component

2.2.1 DHS has responsibility for making monthly payments for the capital component of radiation oncology services and the six monthly NIS payments to both public and private sector providers/practices.

2.2.2 DHS will:

(a) undertake any action required to calculate the amount of monthly reimbursement for each provider/practice;

(b) reimburse approved public and private sector providers/practices monthly for the capital component of eligible radiation oncology services;

(c) ensure that payments to public sector providers/practices will be based on the professional/recurrent claims processed by DHS in the previous month;

(d) make payments to private providers/practices based on either the professional/recurrent claims processed by DHS or the eligible services performed in the previous month where this is supported by service data supplied by the provider/practice; and

(e) reconcile, on request by DoHA, the service data provided by private providers/practices with the claims processed by DHS, and take appropriate action in consultation with DoHA where no claims for professional/recurrent benefits are received in the ensuing 12 months to support the supplied service data, i.e. the capital component for those services will be deducted from the next available monthly payment to the provider/practice.

(f) make the six monthly NIS payments to public and private practices as advised by DOHA.

(g) make ad-hoc payments, for example, advance ROHPG payments as advised by DOHA.

2.3 Reimbursement arrangements

2.3.1 Responsibilities of DoHA

DoHA will:

(a) forward a 'payment advice' letter to DHS within three working days of receipt of the 'request for funds' letter from DHS;

(b) direct credit funds for ROHPG payments to DHS within five working days of receiving a correct invoice; and

(c) forward a payment advice letter and a complete Monthly Summary of Capital Component Payments report to DVA for its information.

2.3.2 Responsibilities of DHS

DHS will:

(a) produce monthly payment reports and provide copies to DoHA;

(b) initiate payment reimbursement with DoHA for monthly payments: and

(c) make monthly payments to public and private hospitals either by cheque or EFT.

(d) make NIS and ad-hoc payments to public and private hospitals as necessary by cheque or EFT.

3. REVIEW OF HEALTH PROGRAM GRANTS

3.1 DoHA will liaise closely with DHS on any changes to the HPGs that affect DHS to ensure that the recommended changes can be implemented effectively and within the required timeframe.

3.2 DHS agrees to cooperate with DoHA in implementing recommendations of the review which apply to DHS and payment of ROHPGs.

4. MAINTENANCE OF SYSTEMS

4.1 DHS will:

4.1.1 maintain and update registration and claiming data used to administer the ROHPG payments.

5. FUNCTION MANAGERS

5.1 The officers responsible for the overall management of this Attachment (the "Attachment 3 Function Managers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Primary Care, Diagnostics and Radiation Oncology	National Manager Medicare and Veterans' Affairs Processing Branch

5.2 The officers responsible for the day-to-day administration of this Attachment (the "Attachment 3 Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Director Radiation Oncology Section Primary Care, Diagnostics and Radiation Oncology Branch	Director, Medicare Claims Medicare and Veterans' Affairs Processing Branch Director, Public Eligibility and Teen Dental Section Medicare and Veterans' Affairs Processing Branch

5.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

ATTACHMENT 4 – REVIEW AND PRODUCTION OF THE MEDICARE BENEFITS SCHEDULE

1 BACKGROUND

1.1 Elements of the MBS are reviewed on an ongoing basis by DoHA in close consultation with representatives of the medical profession and DHS.

2 OVERVIEW OF RESPONSIBILITIES

2.1 DoHA is responsible for:

2.1.1 drafting, reviewing, amending the legislative instruments (made under the *Health Insurance Act 1973*) which give effect to the MBS; and

2.1.2 the production and distribution of the MBS, in a format agreed by the parties and at no cost to DHS; and

2.1.3 as soon as possible, providing DHS with:

(a) notice of planned amendments to legislative instruments which may include a copy of the drafting instructions; and

(b) a copy of the final draft legislative instrument when it is finalised but prior to approval being sought; and

(c) a copy of the MBS software files, in a format agreed by the parties such as XML, at least 4 weeks prior to the commencement date of the legislative instrument; and

(d) the final MBS, in a format agreed by the parties such as PDF, that will be published on MBS Online at least 2 weeks prior to the commencement date of the legislative instrument.

2.2 DHS is responsible for:

2.2.1 implementing the May and November MBS and other minor MBS changes generally at no cost to DoHA,

2.2.2 implementing other changes requested by DoHA such as supporting new policy proposals. The parties will manage the financial impact of these changes in accordance with the Budget Consultation Protocol of the Agreement; and

2.2.3 managing issues regarding the operation of the MBS through the Health Programs Clarification Committee.

3 FUNCTION MANAGERS

3.1 The officers responsible for the overall management of this Attachment (the "Attachment 4 Function Managers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Medical Specialist Services Branch	National Manager Medicare and Veterans' Affairs Processing Branch

3.2 The officers responsible for the day-to-day administration of this Attachment (the "Attachment 4 Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Director Regulatory Integrity Section Medical Specialist Services Branch	Director, Assessing Section Medicare and Veterans' Affairs Processing Branch

3.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

ATTACHMENT 5 – INFORMATION MANAGEMENT ARRANGEMENTS

1. PURPOSE AND SCOPE OF ATTACHMENT

1.1 The purpose of this Attachment is to:

1.1.1 supplement the Information Management and Release Protocol made under the Bilateral Head Agreement;

1.1.2 clarify its application to the Medicare Program and related programs covered by this Schedule; and

1.1.3 specify the information management obligations of DHS and DoHA under this Schedule.

1.2 The roles and responsibilities and practices described in this Attachment reflect the current position where DHS and DoHA are responsible for maintaining their own computer systems.

2. DATA TO BE PROVIDED TO DHS

2.1 DoHA agrees to provide DHS with the data and reports outlined below:

Data Files to be supplied by DoHA to DHS				
Timing	**File Name**	**Medium[1]**	**DHS Contact**	**DoHA Contact**
Weekly	Medicare History Statements	Computer File	EDW	MBSAS/Tech Grp
Fortnightly	Claims Overservicing Review records	Computer File	EDW	MBSAS/Tech Grp
Ad hoc	MBS Item Map	Computer File	MVAP	MBSAS
Ad hoc	Changes to derived spec code	Computer File	IM	Tech Grp
Ad hoc	Concordances files - electorate, SLA etc	XLS File	IM	MBSAS
Ad hoc	ABS Population files	XLS File	IM	MBSAS
Ad hoc	Peer Derived Spec List	XLS File	IM	MBSAS
Ad hoc	Greater than 5 years	Computer File	Ombudsman, Privacy and FOI	MBSAS

Legend - MVAP= Medicare & VAP Branch; IM = Information Management Branch; MBSAS = MBS Analytics Section; EDW = Enterprise Data Warehouse.

1 Effective July 2012

3. DATA TO BE PROVIDED TO DOHA

3.1 In respect of the administration of Schedule A – Medicare Program, DHS agrees to provide DoHA with the data and reports outlined below.

Data Files to be supplied by DHS to DoHA				
Timing	**File Name**	**Medium[2]**	**DHS Contact**	**DoHA Contact**
Daily	Medicare line by line claims data	Computer File	MVAP	MBSAS
Weekly	Medicare anomaly report summary	Hard Copy	MVAP	MBSAS
Weekly	Medicare Provider File	Computer File	MVAP	MBSAS
Monthly	VII PIN File	Computer File	IM	MBSAS
Monthly	Medicare ser & bens by BTOS	E mail	IM	MBSAS
Monthly	Pathology Licensing DB	Computer File	MVAP	PASM
Monthly	Location Specific Practice Number registration file	Computer File	IM	MBSAS
Monthly	Family Reg File	Computer File	MVAP	MBSAS
Monthly	FTBA File	Computer File	Pharm Bens	MBSAS
Monthly	Concessional File	Computer File	Pharm Bens	MBSAS
Weekly	MDV anomaly reports by state and national	Paper File	Prov Processing NSW	MBSAS
Annual	Medicare Safety Net Report	XLS file	EDW (BIDS)	MBSAS
Quarterly	Medicare ser, bens & bb by BTOS	E mail	IM	MBSAS
Annual	Provider numbers for each ACCHS	XLS File	IAU	OATSIH
Ad hoc	PINs for pre-Medicare Pat Histories	Hard Copy	MVAP	MBSAS
Ad hoc	Registered Specialty Code List	E mail	MVAP	MBSAS
Ad hoc	Electorate Safety Net Reports	XLS File	IM	MBSAS/PSD

Legend - MVAP= Medicare & VAP Branch; IM = Information Management Branch; AGP= Associate Government Programs; IAU = Indigenous Access Unit; MBSAS = MBS Analytics Section; PASM – Pathology Agreement and Schedule Management Section, Primary Care, Diagnostics and Radiation Oncology Branch, MBD; IAS = Information & Analysis Section, PACD; OATSIH = Office of Aboriginal and Torres Strait Islander Health

2 Effective July 2012

4 MEDICARE DATA VALIDATION AND DATA QUALITY

4.1 The Medicare Data Validation (MDV) system helps to ensure that Medicare data is captured correctly for statistical purposes. Both DoHA and DHS recognise the importance of the MDV system, including the ongoing maintenance and development of the MDV system.

4.2 DHS's responsibilities

4.2.1 DHS is responsible for:

- continuing to maintain the MDV system;
- modifying the MDV system as necessary and testing changes in consultation with DoHA; and
- preparing and maintaining up-to-date system documentation, including providing DoHA with updated documentation as soon as practicable after a change relating to Medicare Enterprise Data (MED) files and MDV files whenever changes are made to DHS systems.

4.3 DoHA's responsibilities

4.3.1 DoHA is responsible for:

(a) providing DHS with details of all proposed changes to the Medicare Statistics Item Map at least eight weeks prior to the introduction of the changes, considering the software release cycles that DHS adheres to.

4.4 Joint responsibilities

4.4.1 DoHA and DHS agree to continue to participate on the MDV Committee working group. This group will meet on an ad hoc basis to ensure that proposed changes to the MDV and MED systems are understood, and are tested and implemented in a timely manner.

5. MEDICARE STATISTICS ITEM MAP

5.1 The Medicare Statistics Item Map was created by DoHA at the time of the change from 4-digit to 5-digit item numbering in the MBS. The purpose of the map is to simplify programming required to reflect the renumbering of items over time. The map is also used in the Medicare Provider Classification system to ensure that data for inclusion in official statistics at Broad Type of Service level are compiled by both organisations in a consistent manner.

5.2 DoHA will continue to maintain the Medicare Statistics Item Map, and will provide DHS with an updated copy of the map each time there are changes to the MBS.

5.3 The parties agree to use the latest version of the item map to ensure that groupings of items for publication purposes conform to the current structure of the MBS.

6. MEDICARE DERIVED SPECIALTY SYSTEM

6.1 DoHA is to continue to maintain the Medicare benefits derived specialty system and is to consult with DHS on the business rules for classifying doctors where new specialty codes or items are introduced into the Medicare system.

7. SUMMARY FILE AND DATA MANAGEMENT ISSUES

7.1 DoHA and DHS are to continue to work collaboratively on counting of providers, geocoding of addresses etc with a view to having files that generate consistent answers to the same question.

8. PROGRAM MANAGERS

8.1 The officers responsible for the overall management of this Attachment (the "Attachment 5 Program Managers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Medicare Financing and Listing Branch Medical Benefits Division	National Manager Information Management Branch National Manager Medicare and Veterans' Affairs Processing Branch

8.2 The officers responsible for the day-to-day administration of this Attachment (the "Attachment 5 Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Director MBS Analytics Section Medicare Financing and Listing Branch	Director, Assessing Section Medicare and Veterans' Affairs Processing Branch Director, Medicare Claims Medicare and Veterans' Affairs Processing Branch Director, Public Eligibility and Teen Dental Section Medicare and Veterans' Affairs Processing Branch Director, Information Strategy and Delivery Section Information and Management Branch Director, Provider Eligibility and Accreditation Section Medicare and Veterans' Affairs Processing Branch

8.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

ATTACHMENT 6 – WORKFORCE PROGRAMS

1. OVERVIEW OF RESPONSIBILITIES

1.1 DoHA has responsibility for:

1.1.1 the Bonded Medical Places (BMP) Scheme;

1.1.2 the Medical Rural Bonded Scholarship (MRBS) Scheme;

1.1.3 the After Hours Other Medical Practitioners (AHOMPs) Program;

1.1.4 the Medicare Plus for Other Medical Practitioners (MOMPs) Program;

1.1.5 the Outer Metropolitan Other Medical Practitioners (Outer Metropolitan OMPs) Program); and

1.1.6 the Rural Other Medical Practitioners (ROMPs) Program;

1.1.7 the Tracking and Scaling program for Overseas Trained Doctors (OTDs), Foreign Graduates of an Accredited Medical School (FGAMS), BMP Scheme participants and MRBS Scheme participants.

1.2 DHS has responsibility for:

1.2.1 identification of BMP Scheme doctors on the Medicare provider file to allow DoHA to monitor Medicare claims for each BMP Scheme doctor to ensure that the work period return of service obligations are met as set out in the BMP Scheme Deed of Agreement;

1.2.2 identification of MRBS Scheme doctors on the Medicare provider file to allow DoHA to monitor each MRBS Scheme doctor to ensure that the work period return of service obligations are met as set out in the MRBS Scheme Contract;

1.2.3 arranging payment of the higher Medicare benefit for eligible non-vocationally recognised medical practitioners who are accepted in the Outer Metropolitan OMPs Program; and

1.2.4 the administrative arrangements for the AHOMPs, MOMPs and ROMPs Programs, including acceptance, monitoring and arranging payment of the higher Medicare benefit for eligible medical practitioners; and

1.2.5 the scaling of return of service obligations for BMP Scheme participants, MRBS Scheme participants, OTDs, and FGAMS.

1.2.6 the administrative arrangements for the tracking and scaling of eligible doctors under the Tracking and Scaling Program.

2. RESPONSIBILITIES OF DHS

2.1 Under the BMP Scheme DHS will:

2.1.1 identify each BMP Scheme doctor on the Medicare provider file when they first apply for a provider number (where possible);

2.1.2 be advised by DoHA at the beginning of each year of those BMP Scheme doctors who have graduated from medical school in a single bulk delivery;

2.1.3 conduct regular searches of the Medicare provider file using the list provided by DoHA to ensure BMP Scheme doctors have been identified. If they have not been identified DHS will then identify them;

2.1.4 record the return of service period as advised by DoHA for each BMP Scheme doctor. This period will be updated if DoHA advise DHS that the BMP doctor has deferred, or for any other reason, has not discharged his or her return of service obligations under the BMP Deed of Agreement; and

2.1.5 seek confirmation from DoHA, or as agreed with DoHA using Doctor Connect that the location requested by a BMP Scheme doctor is permissible under the doctor's Deed of Agreement with the Commonwealth.

2.1.6 end date the BMP Scheme doctor's access to Medicare benefits on the Medicare provider file if DoHA advise DHS that an BMP Scheme doctor has breached their contractual arrangements. The end date and the period of disqualification from Medicare benefits will be advised by DoHA.

2.2 Under the MRBS Scheme, DHS will:

2.2.1 identify each MRBS Scheme doctor on the Medicare provider file when they first apply for a provider number (where possible);

2.2.2 be advised by DoHA at the beginning of each year of those MRBS Scheme doctors who have graduated from medical school in a single bulk delivery;

2.2.3 conduct regular searches of the Medicare provider file using the list provided by DoHA to ensure MRBS Scheme doctors have been identified. If they have not been identified DHS will then identify them;

2.2.4 record the return of service period as advised by DoHA for each of the MRBS Scheme doctors. This period will be updated if DoHA advise DHS that the MRBS Scheme doctor has deferred or for any other reason not discharged his or her return of service obligations under the MRBS Scheme contract;

2.2.5 seek confirmation from DoHA or as agreed with DoHA using Doctor Connect that the location requested by a MRBS Scheme doctor is permissible under the doctor's contract with the Commonwealth; and

(a) end date the MRBS Scheme doctor's access to Medicare benefits on the Medicare provider file if DoHA advise DHS that an MRBS Scheme doctor has breached their contractual arrangements. The end date and the period of disqualification from Medicare benefits will be advised by DoHA.

2.3 Under the Outer Metropolitan OMPs Program DHS will:

2.3.1 identify each eligible medical practitioner on the Outer Metropolitan OMPs Program on the Medicare provider file when advised by DoHA; and

2.3.2 advise eligible non-vocationally recognised medical practitioners of the date they can access the higher Medicare rebates after DoHA advise DHS that the practitioner has been approved for participation on the Outer Metropolitan OMPs Program.

2.4 Under the AHOMPs, MOMPs and ROMPs Programs DHS will:

2.4.1 administer the programs in accordance with Program Guidelines[3], as amended from time to time;

2.4.2 assess non-vocationally recognised medical practitioners eligibility for the Programs against the eligibility criteria as stated in the Program Guidelines;

2.4.3 identify each eligible medical practitioner participating in the Programs on the Medicare provider file;

2.4.4 advise eligible non-vocationally recognised medical practitioners of their acceptance on the Programs;

3 AHOMPs Program Guidelines, MOMPs Program Guidelines, Outer Metropolitan OMPS Program Guidelines and ROMPs Program Guidelines.

2.4.5 receive advice from the Royal Australian College of General Practitioners (RACGP) and the Australian College of Rural and Remote Medicine (ACRRM) in relation to medical practitioners who do not meet the continuing professional development (CPD) requirements associated with relevant programs in accordance with RACGP and ACRRM and DoHA's requirements;

2.4.6 take action against non-participation in CPD in accordance with the Program Guidelines;

2.4.7 capture and calculate activity on each provider location on a quarterly basis for eligible medical practitioners on the MOMPs Program and advise medical practitioners on a biannual basis on the status of their active quarters;

2.4.8 calculate the qualification status for eligible medical practitioners and calculate prior service to count towards active time on the MOMPs Program;

2.4.9 verify the completion of 20 active quarters by MOMPs Program participants;

2.4.10 liaise with medical practitioners regarding their status in the Programs; and

2.4.11 monitor ongoing compliance with the requirements under the Program Guidelines.

2.5 Under scaling for the BMP Scheme, MRBS Scheme, OTDs and FGAMS program, DHS will:

2.5.1 administer the program in accordance with the agreed Business Requirements[4] which will be amended as required.

2.5.2 identify, monitor and apply scaling discounts in accordance with the Australian Standard Geographic Classifications – Remoteness Areas (ASGC-RA) classification (or as directed by DoHA); and

2.5.3 enable access to the Health Professional Online Services (HPOS) for BMP Scheme participants, MRBS Scheme participants, OTDs and FGAMS to view their progress toward meeting return of service obligations.

2.5.4 Provide reports to DoHA which will consist of:

i. monthly scaling completion;
ii. monthly 10 year moratorium completion;
iii. monthly OTD scaling by RA; and
iv. quarterly major eligible RA category.

4 OTD MRBS BMP Business Rules

3 RESPONSIBILITIES OF DoHA

3.1 Under the BMP Scheme DoHA will:

3.1.1 advise DHS at the beginning of each year of the names of BMP Scheme participants who have successfully graduated from medical school in a single bulk delivery. BMP Scheme participants commencing their intern year will need to be tracked by DoHA from when they apply for their first provider number and remain tracked for a period of at least that point onwards for up to 20 years;

3.1.2 monitor ongoing compliance with requirements of the BMP Scheme Deed of Agreement for participating doctors;

3.1.3 advise DHS of Return of Service period and locations to be closed when the doctor begins their Return of Service Obligation;

3.1.4 provide a contact point for DHS to seek confirmation from DoHA or as agreed with DoHA use Doctor Connect to confirm that the location requested by BMP Scheme doctors is permissible under their Deed of Agreement and that access to Medicare is allowed;

3.1.5 notify DHS of completion of contractual arrangements by participating doctors in the BMP Scheme including any revised circumstances during their return of service period of commitment; and

3.1.6 provide written notice to DHS of BMP Scheme doctors who have breached their contractual arrangements.

3.2 Under the MRBS Scheme DoHA will:

3.2.1 advise DHS at the beginning of each year of the names of MRBS Scheme participants who have successfully graduated from medical school in a single bulk delivery. MRBS Scheme participants commencing their intern year will need to be tracked from when they apply for their first provider number and remain tracked for a period of at least that point onwards for up to 20 years;

3.2.2 monitor ongoing compliance with requirements of the MRBS Scheme Contract for participating doctors;

3.2.3 advise DHS of Return of Service period and locations to be closed when the doctor begins their Return of Service Obligation;

3.2.4 provide a contact point for DHS to seek confirmation from DoHA or as agreed with DoHA use Doctor Connect to confirm that the location requested by MRBS Scheme doctors is permissible under their contract and that access to Medicare is allowed;

3.2.5 notify DHS of completion of contractual arrangements by

participating doctors in the MRBS Scheme, including any revised circumstances during their return of service obligation; and

3.2.6 provide notice to DHS of MRBS Scheme doctors who have breached their contractual arrangements and any subsequent action to be undertaken.

3.3 Under the Outer Metropolitan OMPS Program, DoHA will:

3.3.1 process applications in accordance with the Outer Metropolitan OMPS Program Guidelines;

3.3.2 provide policy advice to medical practitioners, DHS and other stakeholders concerning the Outer Metropolitan OMPs Program;

3.3.3 notify DHS of acceptance of medical practitioners onto the Outer Metropolitan OMPs Program and the location at which the doctor has been included on the program;

3.3.4 advise DHS, and other stakeholders of any changes to the Outer Metropolitan OMPS Program Guidelines;

3.3.5 monitor the number of participants on the Outer Metropolitan OMPs Program;

3.3.6 monitor ongoing compliance with the requirements under Outer Metropolitan Program Guidelines;

3.3.7 advise eligible non-vocationally recognised medical practitioners of their approval on the Outer Metropolitan Program; and

3.3.8 liaise with medical practitioners regarding their status on the Outer Metropolitan Program.

3.4 Under the AHOMPs, MOMPs, Outer Metropolitan OMPs Program and ROMPs Programs, DoHA will:

3.4.1 provide timely policy advice to medical practitioners, DHS and other stakeholders concerning the Programs;

3.4.2 consult with DHS prior to considering changes to Guidelines;

3.4.3 advise DHS and other stakeholders of any changes to the Program Guidelines (refer to footnote page 30);

3.4.4 provide DHS with an Area of Workforce Shortage locality lookup list every quarter;

3.4.5 provide DHS with a Rural, Remote and Metropolitan Areas locality lookup list annually and as necessary; and

3.4.6 monitor the number of participants on the Programs.

3.5 Under Scaling for the BMP Scheme, the MRBS Scheme, OTDs and FGAMS program, DoHA will:

3.5.1 provide policy advice to medical practitioners, DHS and stakeholders regarding the scaling of return of service obligations for BMP Scheme participants, MRBS Scheme participants, OTDs and FGAMS.

4. FUNCTION MANAGERS

4.1 The officers responsible for the overall management of this Attachment (the "Attachment 6 Function Managers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Health Workforce Capacity Branch	National Manager Medicare and Veterans' Affairs Processing Branch

4.2 The officers responsible for the day-to-day administration of this Attachment (the "Attachment 6 Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
OTD Scaling Director, Rural Recruitment and Retention Programs Scaling of BMP and MRBS Director, Scholarships and Support Programs	Director, Provider Eligibility and Accreditation Section Medicare and Veterans' Affairs Processing Branch

4.2.2 For the AHOMPs, MOMPs, Outer Metropolitan OMPs Program and ROMPs Programs:

Department of Health and Ageing	Department of Human Services
Director, WDB Rural Recruit and Retention Program	Director, Provider Eligibility and Accreditation Section Medicare and Veterans' Affairs Processing Branch

4.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

ATTACHMENT 7 – FINANCIAL INCENTIVES FOR TELEHEALTH

1 OVERVIEW OF RESPONSIBILITIES

1.1 DoHA has policy responsibility for the initiative.

1.2 DHS has responsibility for administration of the initiative including:

1.2.1 payment of non-MBS financial incentives for Telehealth to eligible health practitioners; and

1.2.2 non-MBS financial payments/incentives to eligible Residential Aged Care Facilities (RACFs).

2 ADMINISTRATION OF FINANCIAL INCENTIVES

2.1 Financial incentives will be available from 1 July 2011 to 30 June 2014.

2.1.1 Telehealth Incentives are set at the levels outlined in the Telehealth Program Guidelines and Business Requirements which reduce each financial year.

2.1.2 Telehealth incentives may be adjusted or ceased by the Commonwealth at any time.

2.1.3 Unless otherwise advised by DoHA, payments under the initiative will be made by DHS until 30 June 2015 to allow for any processing of claims for Telehealth services performed in the period 1 July 2011 to 30 June 2014.

2.1.4 Should the Commonwealth announce the early cessation of Telehealth incentives, no further claims for RACF On-Board Incentives, or Telehealth Hosting Service Incentives will be payable, and practitioners will no longer be eligible for Telehealth On-Board Incentives, Telehealth Service Incentives, or Telehealth Bulk Billing Incentives.

2.1.5 Should early cessation of the Telehealth incentives program occur Telehealth services which have been provided prior to the cessation date, may continue to attract relevant incentives up to a date to be determined and advised by DoHA.

2.2 The administration of the initiative falls into the following main categories:

2.2.1 Registration of eligible RACFs to be eligible to receive non-MBS financial payment/incentives; and

2.2.2 payment of the following non-MBS financial payments/incentives; and

- Telehealth On-Board Incentive;

- Telehealth Service Incentive;
- Telehealth Bulk Billing Incentive;
- RACF On-Board Incentive; or
- Telehealth Hosting Service Incentive.

3 RESPONSIBILITIES OF DEPARTMENT OF HUMAN SERVICES

DHS will:

3.1 implement changes to payment of incentives arising from amendments to the program, including undertaking any system development work within DHS IT release timeframes;

3.2 receive and process applications from RACFs;

3.3 recognise eligible Aboriginal Medical Services or an eligible Aboriginal community Controlled Health Service (ACCHS)

3.4 provide monthly reports to DoHA as per the Business Requirements; and

3.5 pay financial incentives as per the Business Requirements document and Program Guidelines document (both subject to amendments).

4 RESPONSIBILITIES OF DOHA

4.1 DoHA will:

4.1.1 obtain policy and regulatory approval for any amendments to the initiative;

4.1.2 provide information about changes to eligibility criteria and liaise with DHS to ensure that the proposed changes can be implemented effectively and within the required timeframe;

4.1.3 advise stakeholders of any changes in the initiative;

4.1.4 provide DHS with the details of any new telehealth eligible Aboriginal Medical Services granted an examination under Section 19(2) of the *Health Insurance Act 1973*;

4.1.5 provide DHS with a new Geo Spatial Shape file where the eligibility criteria is altered to include or exclude particular areas throughout Australia; and

4.1.6 advise DHS should the Commonwealth cease or vary the program.

5 FUNCTION MANAGER

5.1 The officers responsible for the overall management of this Attachment (the “Attachment 7 Function Managers”) will be:

Department of Health and Ageing	Department of Human Services
Assistant Secretary Medical Specialist Services Branch Medical Benefits Division Assistant Secretary Policy and Evaluation Branch Ageing and Age Care Division	National Manager Medicare and Veterans' Affairs Processing Branch Health Programs Division National Manager Aged Care Programs Branch Business Services Division

5.2 The officers responsible for the day-to-day administration of this Attachment (the "Attachment 7 Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Director, Strategic Funding Policy Section Department of Health and Ageing	Director, Medicare and Veterans' Affairs Processing Branch Health Programs Division Director, Operation Policy and Support Section Aged Care Programs Branch Business Services Division

5.3 Any changes to these contact details will be promptly notified to the other party and to the Bilateral Head Agreement Managers in DoHA and DHS.

Schedule B - MEDICARE TEEN DENTAL PLAN

PART A – PRELIMINARY

1. RELATIONSHIP TO THE BUSINESS AGREEMENT

1.1. Unless otherwise specified, the provisions of this Schedule are to be applied subject to the provisions of the Business Agreement.

1.2. If there is any inconsistency between the terms and conditions of this Schedule with any provisions of the Business Agreement, the terms and conditions of the Business Agreement will prevail, unless a contrary intention is specifically indicated.

2. VARIATION AND TERMINATION

2.1 This Schedule will be subject to the same variation and termination process as applicable to the Business Agreement, detailed at clauses 87 to 92 of the Bilateral Head Agreement.

3. PROGRAM OBJECTIVES

3.1 The objective of the Medicare Teen Dental Plan (the Plan) is to provide financial assistance to eligible teenagers to help with the cost of an annual preventative dental check. The Plan aims to also help keep teenagers' teeth in good health and to encourage teenagers to continue to look after their teeth once they become independent.

4. SCHEDULE MANAGERS

4.1 The officers jointly responsible for the overall management of this Schedule (the "Schedule Managers") will be:

Department of Health and Ageing	Department of Human Services
Director Dental Services Section Hospital Development and Dental Branch Acute Care Division	Director, Public Eligibility and Teen Dental Section Medicare and VAP Branch Health Programs Division
	Director, Family Eligibility Section Families and Child Care Programs Branch Families Division

4.2 The officers responsible for the day-to-day administration of this Schedule (the "Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Director Dental Services Section Hospital Development and Dental Branch Acute Care Division	Assistant Director Family Eligibility Section Families and Child Care Programs Branch Families Division

4.3 Any changes to these contact details will be promptly notified to the other agency and to the Business Agreement Managers in DoHA and DHS.

PART B – BUSINESS ARRANGEMENTS

5. SCOPE

5.1 This Schedule sets out arrangements for DHS' administration of the Plan, including delivery of client eligibility data.

6. ORGANISATIONAL REQUIREMENTS AND OBLIGATIONS

6.1 Deliverables

6.1.1 In the day to day service delivery component of the Plan, DHS will perform the following activities, including but not limited to:

a) matching of Medicare Program data with data from Centrelink Programs and data provided by the DVA;

b) production and issue of vouchers;

c) assessment, processing and payment of claims under the Plan;

d) provision of advice via a public telephone enquiry line (132 011);

e) production of patient information brochure;

f) production of posters and flyers for use in DHS offices;

g) provision of information on the DHS website;

h) provision of advice via a provider telephone enquiry line (132 150);

i) assessment of eligibility of dental practitioners as Dental Providers; and

j) payment to Dental Providers where dental benefits have been assigned.

6.1.2 DHS will undertake communication activities relating to the Plan including:

a) Communication with people from Indigenous, diverse cultural and linguistic backgrounds

b) Design/redesign and printing of communication products and forms

c) Media and Ministers Office management.

6.1.3 DHS will provide these services in accordance with the Medicare Teen Dental Plan DHS Business Rules as amended from time to time.

6.1.4 The data transfer file structure (via SNI link or cartridge as a contingency) is outlined in the Business Rules.

6.1.5 DoHA will provide DHS with timely, accurate and appropriate advice about any changes to the policy, systems or administrative arrangements for the Plan, where those changes may impact on DHS' ability to efficiently provide services under this Schedule. In particular, DoHA will:

a) appropriately consult and involve DHS on any proposed amendments to relevant legislation;

b) take account of any concerns or requests by DHS regarding the design of services which might arise from such amendments; and

c) ensure that DHS is appropriately consulted and involved in ensuring that new or altered services arising from changes to DoHA policy can be effectively and efficiently implemented by DHS.

6.1.6 DoHA will be responsible for writing to dental service provider organisations, including the Australian Dental Association and State/Territory Governments, and to individual Dental Providers to inform them about the Plan.

6.2 Consultation

6.2.1 DHS will:

a) consult with DoHA in a timely manner on changes to service delivery procedures which impact on the services provided by DHS under the Plan;

b) take action on any concerns of or requests by DoHA regarding the services; and

c) provide a contact point for DoHA in regard to queries about the services.

6.2.2 DHS will also consult with DoHA on issues relating to communication activities with Eligible Teenagers, their families or carers and Dental Providers in relation to the Plan, including but not limited to:

a) the production and distribution of letters and vouchers from DHS to Eligible Teenagers or their families or carers;

b) advice to patients and Dental Providers via the Medicare Program telephone enquiry lines (to patients on 132 011 and Dental Providers on 132 150);

c) the provision of information on the DHS website with appropriate links to the DoHA website;

d) the production of a patient information brochure and promotional posters and flyers for use in DHS Service Centres; and

e) the production of Medicare Program billing/claiming guidelines for Dental Providers.

6.2.3 DHS will negotiate written protocols with DVA on the provision of client eligibility data for the Plan. Any such protocols must deal with:

a) data requirements (eg fields, descriptions, formats, volumes, loads and periods of provision);

b) processes for, and format of, manual requests for data/information;

c) disclosure of information;

d) failure of exchange data;

e) failure within linking devices;

f) transmission of inaccurate or corrupt data; and

g) problem management and resolution.

6.2.4 The Secretary of DHS will ensure that there are internal written protocols in place between the Chief Executive Medicare and the Chief Executive Centrelink about the transfer of Medicare and Centrelink Program information. These internal protocols must deal with:

a) data requirements (eg fields, descriptions, formats, volumes, loads and periods of provision);

b) processes for, and format of, manual requests for data/information;

c) disclosure of information;

d) failure of exchange data;

e) failure within linking devices;

f) transmission of inaccurate or corrupt data; and

g) problem management and resolution.

6.3 Reporting

6.3.1 Subject to there being no constraints under applicable legislative provisions imposing privacy and secrecy obligations, DHS agrees to provide DoHA with all data requested in relation to the Plan. The provision of information will be in accordance with the Information Management and Release Protocol made under the Agreement.

6.3.2 In particular, DHS will:

a) provide regular claiming data to DoHA in accordance with standard procedures for the Medicare Benefits Schedule (MBS);

b) publish services and benefits data for DBS item 88000 on it's website in accordance with usual procedures for publishing data for MBS items; and

c) when requested, provide DoHA with reports on the number of vouchers issued and other aspects of the voucher system (including, but not limited to, the number of vouchers re-issued and returned mail rates).

6.4 Change management

6.4.1 DoHA and DHS agree to document all new or additional services to be provided in the delivery of the Plan and to incorporate them into this Schedule (either as an Attachment to, or during the next review of, this Schedule) in accordance with Clauses 87 to 90 of the Bilateral Head Agreement.

7. FUNDING AND FINANCIAL MANAGEMENT ARRANGEMENTS

7.1 Departmental expenses

7.1.1 DHS is directly appropriated to perform the functions relevant to this Schedule. Where additional functions or a variation to existing functions is to be performed by Human Services, any financial impacts will be managed in accordance with the Budget Consultation Protocol of the Agreement.

7.2 Administered expenses

7.2.1 Administered funds for DHS to pay benefits are directly appropriated to DoHA through both special and annual appropriations. For the Plan, DHS provides the payment function and administered funds are made available to DHS through the delegation of drawing rights from DoHA. These funds are made available through the sweeping bank arrangements.

7.2.2 DHS will sweep funds to pay for claims made under the Plan from the relevant appropriation every night and:

a) report material accrual financial information to DoHA by the third working day after the end of each month; and

b) provide appropriate financial information to DoHA to enable it to conduct a comprehensive review at the completion of each financial year to ensure that all material accrual expenses have been accounted for by DoHA.

7.2.3 DoHA acknowledges that DHS requires timely and appropriate access to DoHA's administered funds through sweeping bank arrangements to allow DHS to meet program delivery obligations.

8. DEFINITION OF TERMS SPECIFIC TO THIS SCHEDULE

8.1 In this Schedule, unless otherwise specified, terms are as defined in the approved glossary, as amended from time to time. In addition:

Centrelink Program	has the same meaning as in the *Human Services (Centrelink) Act 1997*
DBS	means the Dental Benefits Schedule established by the *Dental Benefits Rules 2008*
Dental Provider	has the meaning given in the *Dental Benefits Act 2008*, as amended from time to time
DVA	means the Department of Veterans' Affairs
Eligible Teenager	is a teenager who is an eligible person for the purposes of the *Dental Benefits Act 2008*
Medicare Program	has the same meaning as in the *Human Services (Medicare) Act 1973*

Schedule C – ADVERSE EVENTS ASSISTANCE ACTIVITY

PART A – PRELIMINARY

1. RELATIONSHIP TO THE BUSINESS AGREEMENT

1.1. Unless otherwise specified, the provisions of this Schedule are to be applied subject to the provisions of the Business Agreement.

1.2. If there is any inconsistency between the terms and conditions of this Schedule with any provisions of the Business Agreement, the terms and conditions of the Business Agreement will prevail, unless a contrary intention is specifically indicated.

2. VARIATION AND TERMINATION

2.1 This Schedule will be subject to the same variation and termination process as applicable to the Business Agreement, detailed at clauses 87 to 92 of the Bilateral Head Agreement.

3. PROGRAM OBJECTIVES

3.1. The objective of the Adverse Events Assistance Activity (AEAA) program is to provide financial assistance to individuals for out of pocket health care costs arising from specified international adverse events such as natural disasters and acts of terrorism.

4. SCHEDULE MANAGERS

4.1 The officers jointly responsible for the overall management of this Schedule (the "Schedule Managers") will be:

Department of Health and Ageing	Department of Human Services
Director, Eligibility and Special Access Programs Section Medal Specialist Services Branch Medical Benefits Division	Director, Medicare Claims Medicare and VAP Branch Health Programs Division

4.2 The officers jointly responsible for the day-to-day administration of this Schedule (the "Contact Officers") will be:

Department of Health and Ageing	Department of Human Services
Assistant Director Eligibility and Special Access Programs Section Medical Specialist Services Branch Medical Benefits Division	Assistant Director, Medicare Claims Medicare and VAP Branch Health Programs Division

4.3 Any changes to these contact details will be promptly notified to the other agency and to the Business Agreement Managers in DoHA and DHS.

PART B – BUSINESS ARRANGEMENTS

5. SCOPE

5.1 AEAA consists of one or more of the following (in relation to specified adverse events):

(a) Payment of amounts covering out of pocket costs of health care for individuals;

(b) Provision of information to people seeking assistance, for example by providing call centre facilities; and

(c) Participating in arrangements for coordination of assistance between agencies and other organisations.

6. ORGANISATIONAL REQUIREMENTS AND OBLIGATIONS

6.1 Deliverables

6.1.1 DHS is responsible for the day-to-day operation of the AEAA and performs the following activities, if and as required by Government through DoHA, for each specified adverse event:

(a) participate in coordination arrangements such as task forces and ad hoc meetings and teleconferences;

(b) establish and maintain one or more local call cost telephone enquiry lines to provide information to prospective and actual clients and the public;

(c) provide information to clients and other individuals by such means as required by Government through DoHA;

(d) provide forms for registration of clients and for claims for assistance;

(e) receive registration applications and claims for assistance and assess them;

(f) register clients as appropriate;

(g) pay assistance as appropriate;

(h) maintain and develop existing AEAA claims processing payment systems; and

(i) as appropriate, arrange for ancillary matters such as requests to health care providers for assessments or reports, and where appropriate, pay for those ancillary matters.

6.2 Consultation

6.2.1 DHS agrees to consult with, and advise DoHA, about introducing any significant changes to current arrangements for the AEAA, including systems changes to the computer systems, that may alter or affect the delivery of service or generate additional costs for DoHA.

6.2.2 DHS agrees to advise DoHA at least four weeks prior to implementing any significant change to its arrangements for delivering the AEAA, including computer systems.

6.2.3 DHS agrees to refer policy issues regarding guidelines, specific cases etc to DoHA for advice and/or decision.

6.3 Reporting

6.3.1 Subject to there being no constraints under applicable legislation imposing privacy and secrecy obligations, DHS will accept and review DoHA business requirements for statistical information and reporting material and provide costs and implementation dates to DoHA for consideration, agreement and funding by DoHA.

6.3.2 Reporting requirements include:

(a) registrations by category, monthly and for each relevant Parliamentary activity (such as sittings periods and Committee hearings);

(b) numbers and amounts of claims paid by category, monthly and for each relevant Parliamentary activity (such as sittings periods and Committee hearings); and

(c) non-routine claims which may cause adverse public comment if refused, to be reported in advance of a decision and no decision to be made without advice from DoHA.

6.3.3 DoHA agrees to give DHS four weeks notice of any revisions in its reporting requirements.

6.4 Policy advice

6.4.1 So that DHS can perform its day-to-day operations of the AEAA, DoHA agrees, to the extent that it is able, to:

(a) provide DHS with timely policy advice as expeditiously as the circumstances require, and in any event, within 24 hours of receiving an urgent written request for such advice, or up to 10 days for routine advice;

(b) inform and consult with DHS (and relevant third parties if applicable) of any proposed policy or legislative amendments and their implications;

(c) provide DHS with detailed guidelines and Business Rules as early as possible to support proposed changes to policy or legislation; and

(d) provide support and assistance to DHS within agreed timeframes in the development, discussion and sign-off of Business Rules, scheduling and costings.

7. FUNDING AND FINANCIAL MANAGEMENT ARRANGEMENTS

7.1 The funding and financial management arrangements set out in the Financial Management Protocol of the Agreement.

7.2 Specific funding for each event is based on the guidelines relevant to that particular event. Funding will vary from event to event dependant on the circumstances of each event.

7.3 An official administered bank account owned and operated by DHS is utilised to facilitate the payment of benefits. This is funded by DoHA through a sweeping arrangement, established with both agencies' current transactional banker, the Reserve Bank of Australia.

8. DEFINITION OF TERMS SPECIFIC TO THIS SCHEDULE

8.1 In this Schedule, unless otherwise specified, terms are as defined in the approved glossary, as amended from time to time. In addition:

AEAA	means Adverse Events Assistance Activity program
Business Agreement	means the Medicare and Related Programs Business Agreement