

# CROSS-AGENCY AGREEMENT

Between

**The Seafarers Safety, Rehabilitation and Compensation Authority**

and

**Comcare**

**Relating to the provision of services for the Seafarers Safety Net Fund and the Seacare Claims Database**

## **1 Purpose of this Agreement**

- 1.1 This Agreement sets out the common understanding between the parties as a voluntary statement of intent and contains the commitment of both parties at the time the Agreement is signed and for the duration of the Agreement.
- 1.2 It is intended to cover the administrative and operational responsibilities of, and relationship between, the parties with regard to the provision of services to the Seafarers Safety Net Fund and the Seacare scheme's Claims Database.
- 1.3 It contains the arrangement whereby Comcare is provided with a fee for services performed on behalf of the Seacare Authority in relation to the Seafarers Safety Net Fund and the Seacare scheme's Claims Database.

## **2 The Parties**

- 2.1 The Seafarers Safety, Rehabilitation and Compensation Authority (Seacare Authority) is a statutory authority established under section 103 of the *Seafarers Rehabilitation and Compensation Act 1992*. It has responsibility for administering the *Seafarers Rehabilitation and Compensation Levy Act 1992* and the *Seafarers Rehabilitation and Compensation Levy Collection Act 1992*. The Seacare Authority manages the Seafarers Safety Net Fund (the Fund) and the special account established under the *Financial Management Accountability Act 1997* which underpins the Fund.
- 2.2 Comcare is a body corporate established pursuant to section 68 of the *Safety Rehabilitation and Compensation Act 1988* (SRC Act). Subsection 72A(2) of the SRC Act requires that Comcare must give the Seacare Authority such secretarial and other assistance, and make available to the Authority the services of such members of Comcare's staff and such other resources, as the Authority reasonably requires from time to time for the proper performance of its functions or exercise of its powers.

### **3 Background and Scope**

- 3.1 Between July 2002 and January 2007, the Australian Maritime Industry Compensation Agency (AMICA) provided services to the Seacare Authority under a contract arrangement in relation to the Seafarers Safety Net Fund and the Seacare scheme's Claims Database. Payments to AMICA in relation to its service provision contract were made from the Seafarers Safety Net Fund.
- 3.2 On 14 January 2007, the AMICA service provision contract terminated and the functions and responsibilities held by AMICA were transferred to the Seacare Authority pursuant to the *Seafarers Rehabilitation and Compensation Levy Collection Amendment Regulations 2006*, where the "Levy collector" became the Seacare Authority. The Seacare Authority and Comcare entered into a Memorandum of Understanding (MoU) on 2 July 2007 for the provision of services in relation to the Seafarers Safety Net Fund and the Seacare scheme's Claims Database. The MoU expired on 1 July 2010

### **4 Undertakings and Agreement**

- 4.1 Consistent with Subsection 72A(2) of the SRC Act, Comcare agrees to assist the Seacare Authority by providing such support as is required to enable it to meet its ongoing obligations concerning the administration of the Seafarers Safety Net Fund and the management of the Seacare scheme's Claims Database.
- 4.2 The functions and tasks include:
- 4.2.1 *Fund Levy Collection:*
- Quarterly Seafarers Safety Net Fund Levy collection
  - Levy debt collection
  - Levy collection reconciliation
  - Levy collection reporting
- 4.2.2 *Fund Claims Advice:*
- Consider applications for claims against the Fund
  - Conduct investigations into legitimacy of claim
  - Provide recommendation to Seacare Authority on claims
- 4.2.3 *Administration of accepted Claims on the Fund*
- Compensation payments
  - Claims management
- 4.2.4 *Seacare Workers' Compensation Claims Database Management:*
- Receipt of workers compensation claim forms
  - NDS coding of injury / illness
  - Data entry of claim particulars
  - Six -monthly preparation and distribution of claim updates
  - Data entry of claim updates
- 4.2.5 *Provision of Seacare Workers' Compensation Claims Data Reports to:*
- Seacare Authority - Annual Report and half-yearly performance reports
  - Safe Work Australia – National Data Set
  - Quarterly Return to Work Monitor surveys
  - WRMC annual Comparative Performance Monitoring

- Consultant Actuaries
- AMSA for data matching purposes

- 4.3 The Seacare Authority agrees that a fee for service will be paid to Comcare for its support in relation to the administration of the Seafarers Safety Net Fund and the management of the Seacare scheme's Claims Database.
- 4.4 This Agreement will be jointly reviewed by the parties on an annual basis or otherwise as agreed in writing between the parties.
- 4.5 Where an issue arises between the two parties in relation to this Agreement, the Chairperson of the Seacare Authority and the Chief Executive Officer of Comcare, or their delegates, will meet to resolve the issue.

## **5 Service Fee**

- 5.1 The fee payable to Comcare for provision of services to the Seacare Authority in relation to the administration of the Seafarers Safety Net Fund and the management of the Seacare scheme's Claims Database is \$70,000 (including GST) per annum.
- 5.2 The payment of the service fee to Comcare is to be made from the Seafarers Safety Net Fund.
- 5.3 The service fee may be paid in six-monthly instalments to Comcare.
- 5.4 The service fee is to be jointly reviewed by the parties on an annual basis in conjunction with the annual review of the Agreement.
- 5.5 Any ongoing expenses incurred by Comcare, such as consultancy fees etc., in relation to the administration of the Seafarers Safety Net Fund or the management of the Seacare scheme's Claims Database will continue to be met directly from the Seafarers Safety Net Fund, for example, fees for actuarial advice or financial and audit services.
- 5.6 The Seacare Authority is responsible for approving any additional or major expenses that might be incurred by Comcare and charged to the Seafarers Safety Net Fund, for example, equipment or software purchases or expenses associated with the development and implementation of information systems.

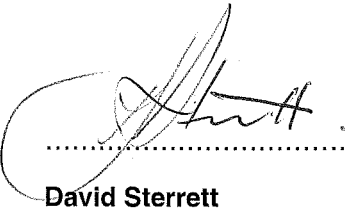
## **6 Commencement, review, variation, extension or termination**

- 6.1 This Agreement covers the period from 1 July 2010 and commences on the date that it is executed.
- 6.2 This Agreement will lapse three years after the date of signing, unless agreed otherwise in writing by both parties.
- 6.3 This Agreement may be varied, extended or terminated at any time by the agreement in writing of both parties. The parties agree to give six months notice of an intention to seek a variation, extension or termination of the Agreement.

7 Signatories

SIGNED for and on behalf of

Seafarers Safety, Rehabilitation and Compensation Authority by:



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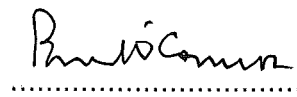
**David Sterrett**

Chairperson and Chief Executive

Date 25 NOVEMBER 2010

SIGNED for and on behalf of

Comcare by:



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**Paul O'Connor**

Chief Executive Officer

Date 25 November 2010