

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SEAFARERS SAFETY,
REHABILITATION AND
COMPENSATION AUTHORITY
(SEACARE AUTHORITY)**

AND

COMCARE

**RELATING TO PROVISION OF
SERVICES FOR THE SEAFARERS
SAFETY NET FUND AND SEACARE
CLAIMS DATABASE**

June 2007

Contents

Item		Page
1	Purpose of this Memorandum of Understanding (MOU)	3
2	The Parties	3
3	Background and Scope	3
4	Undertakings and Agreement	4
5	Service Fee	4
6	Commencement, review, variation, extension or termination	5
7	Signatories	6

1 Purpose of this Memorandum of Understanding (MOU)

- 1.1 This MOU sets out the common understanding between the parties as a voluntary statement of intent and represents the commitment of both parties at the time the MOU is signed and for the duration of the MOU.
- 1.2 It is intended to cover the administrative and operational responsibilities of, and relationship between, the Seacare Authority and Comcare with regard to the provision of services to the Seafarers Safety Net Fund and the Seacare scheme's Claims Database.
- 1.3 It establishes 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 Seacare Authority is a statutory authority established by the *Seafarers Rehabilitation and Compensation Act 1992*. It is supported by Comcare in accordance with section 72A(2) of the *Safety, Rehabilitation and Compensation Act 1988* (SRC Act). 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 and the special account established under the *Financial Management and Accountability Act 1997* which underpins the Fund.
- 2.2 Comcare is a body corporate established pursuant to the SRC Act. Section 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.
- 3.3 The functions and tasks handed over by AMICA and assumed by the Seacare Authority include:

Fund Levy Collection:

- Seafarers Safety Net Fund Levy collection
- Levy debt collection
- Levy collection reconciliation
- Levy collection reporting

Fund Claims Advice:

- Consider applications for claims against the Fund
- Conduct investigations into legitimacy of claim
- Provide recommendation to Seacare Authority on claims

Administration of accepted Claims on the Fund

- Compensation payments
- Claims management

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

Provision of Seacare Workers' Compensation Claims Data Reports to:

- Seacare Authority Annual Report
- Seacare Authority Standing Reports
- Office of the Australian Safety and Compensation Council – National Data Set
- Return to Work Monitor surveys
- Workplace Relations Ministers' Council Comparative Performance Monitoring
- Actuarial consultants
- Permanent impairment data
- Incident reporting

4 Undertakings and Agreement

- 4.1 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 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.
- 4.3 This MOU will be jointly reviewed by the parties on an annual basis or otherwise as agreed in writing between the parties.
- 4.4 Where an issue arises between the two parties in relation to this MOU, 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 MOU.
- 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 MOU covers the period since the handover of responsibilities from AMICA to the Seacare Authority on 14 January 2007 and commences on the date that it is executed.
- 6.2 This MOU will lapse three years after the date of signing, unless otherwise agreed in writing by both parties.
- 6.3 This MOU 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 Memorandum.

7 Signatories

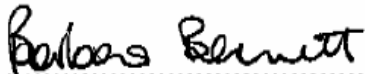
SIGNED for and on behalf of
Seafarers Safety, Rehabilitation and Compensation Authority by:



.....
Geoff Gronow
Chairperson and Chief Executive Officer
Seafarers Safety, Rehabilitation and Compensation Authority

Date 2 JULY 2007

SIGNED for and on behalf of
Comcare:



.....
Barbara Bennett
Chief Executive Officer
Comcare

Date 27 June 2007