

CROSS-AGENCY AGREEMENT

between

the Seafarers, 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

- 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 by Comcare to the Seafarers Safety, Rehabilitation and Compensation Authority (Seacare Authority).
- 1.3 It contains the arrangement whereby the Seacare Authority agrees to pay Comcare a fee for services performed on behalf of the Seacare Authority, in relation to the Seafarers Safety Net Fund (Fund) and the Seacare scheme's Claims Database, from the Fund.

2. The Parties

- 2.1 The Seacare Authority is a statutory authority established under section 103 of the *Seafarers Rehabilitation and Compensation Act 1992* (Seafarers Act). It has, inter alia, responsibility for administering the *Seafarers Rehabilitation and Compensation Levy Act 1992* (Levy Act) and the *Seafarers Rehabilitation and Compensation Levy Collection Act 1992* (Levy Collection Act). The Seacare Authority manages 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).

3. Scope

- 3.1 Comcare is required, under subsection 72A(2) of the SRC Act, to give the Seacare Authority such secretarial and other assistance, and make available to the Seacare Authority the services of such members of Comcare's staff and such other resources, as the Seacare Authority reasonably requires from time to time for the proper performance of its functions or exercise of its powers.
- 3.2 Comcare is provided with approximately \$400,000 in Government appropriation annually to support the Seacare Authority.

- 3.3 The Seacare Authority collects levies under the Levy Act and Levy Collection Act. These levies are used to ensure that the Fund has appropriate funds to meet claims of employees against an employer which has had a default event.
 - 3.4 The *Financial Management and Accountability (Amendment of Establishment of Special Account) Determination 2002/06*, provides for amounts to be expended from the Fund for payments incurred in, or attributable to, the administration of the Fund.
 - 3.5 This Agreement sets out the services that are to be provided by Comcare to the Seacare Authority in relation to the management of the Fund, the Seacare scheme's Claims Database and associated relevant activities, and the fee for service arrangement.
- 4. Annual Services**
- 4.1 Schedule 1 sets out the agreed services to be provided by Comcare to the Seacare Authority on an annual basis as well as those services provided by third parties.
 - 4.2 Any services other than those identified in Schedule 1 must be approved by the Seacare Authority prior to engagement and, in approving, the Seacare Authority must determine funding arrangements for those services.
- 5. Annual Services Provided by Comcare and Recovered from the Fund**
- 5.1 Those services in column A of Schedule 1, "Annual Services Recovered From Fund", are directly attributable to the administration of the Fund and the management of the Seacare scheme Claims Database. These services and the costs attributable to those services are to be paid to Comcare from the Fund.
 - 5.2 The annual fee for these services (annual service fee) is \$104,000 (including GST).
 - 5.3 The annual service fee may be increased with the consent of the Seacare Authority.
- 6. Annual Services Provided by Comcare under Appropriation**
- 6.1 Consistent with subsection 72A(2) of the SRC Act, Comcare will assist the Seacare Authority by providing such support as is required for the proper performance of its functions and the exercise of its powers.
 - 6.2 Column B of Schedule 1, "Annual Services Under Appropriation", sets out the services that will be provided by Comcare on an annual basis under the appropriation received from Government for the Seacare Authority.

7. Third Party Costs Recovered from the Fund

7.1 The services set out in column C of Schedule 1, "Third Party Costs From Fund", are directly related to the management of the Fund and are therefore to be recovered from the Fund as they arise.

8. Annual Review

8.1 The parties will review this Agreement at least annually.

8.2 The timing of the review is at the discretion of the Seacare Authority.

8.3 The review will include:

8.3.1 a review of all activities provided by Comcare to the Seacare Authority during the reporting period; and

8.3.2 any request from Comcare to increase the annual service fee.

9. Management of issues arising under this Agreement

9.1 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.

10. Commencement, review, variation, extension and termination

10.1 This Agreement commences on 1 July 2015.

10.2 This Agreement will lapse three years after the date of signing, unless agreed otherwise in writing by both parties.

10.3 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.

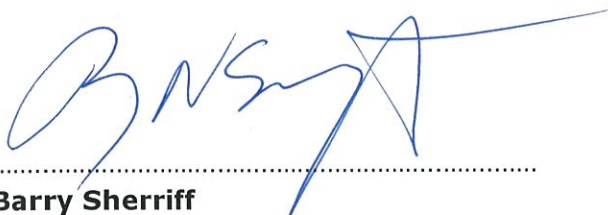
10.4 This Agreement will terminate automatically on the date that one of the parties to the Agreement ceases to exist.

10.4.1 In this case, Comcare reserves the right to recover costs under this Agreement:

- pro rata on a monthly basis for the annual service fee;
- in full for services provided under column C of Schedule 1; and
- in full for services provided under clause 4.2.

11. Signatories

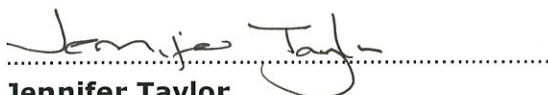
SIGNED for and on behalf of
Seafarers Safety, Rehabilitation and Compensation Authority by:



Barry Sherriff
Chairperson

Date..... 11 JUNE 2015

SIGNED for and on behalf of
Comcare by:



Jennifer Taylor
Chief Executive Officer

Date..... 11.6.15

Schedule 1

Annual Services Under this Agreement		
Annual Services Provided by Comcare to Seacare Authority		
A. Annual Services Recovered From Fund	B. Annual Services Under Appropriation	C. Third Party Costs Recovered From Fund
<p>Fund levy collection, including:</p> <ul style="list-style-type: none"> • preparation and receipt of quarterly levy and berth return • levy debt compliance for late reporting and payments • berths and levy collection reconciliation (including with s20A exemptions) • Berth and levy reporting. 	<p>Provide Authority Meeting secretariat, including:</p> <ul style="list-style-type: none"> • planning and coordination of meetings • coordination, preparation and distribution of papers • maintenance of Members' portal (GovDex) • drafting post-meeting correspondence, including outcomes letter to the Minister and stakeholder letters 	<p>Insurance for the Fund (section 97 of the Seafarers Act)</p> <p>Actuarial review of the Fund including determining reserve level (every second year).</p>
<p>Management of the Seacare workers' compensation claims database, including:</p> <ul style="list-style-type: none"> • Receipt of workers' compensation claims update forms from scheme employers • Input of claims data from these forms into the database including NDS coding of injury/illness • Six-monthly preparation and distribution of claims updates. 	<p>Provide secretariat and coordination services for the Seacare Awards and Conference/Forum</p>	
<p>Management of employee and ship details, including:</p> <ul style="list-style-type: none"> • Preparation and receipt of half yearly reporting form • Maintenance of register of users for Seacare Online • Assist employers to input data into Seacare Online • Compliance follow up for late reporting • Reporting on data. 	<p>Provide assistance and support to the Seacare jurisdiction through:</p> <ul style="list-style-type: none"> • the Seacare Helpdesk (phone and email) • maintaining the Seacare website • coordination and publication of relevant material (as required under s104(d)) 	
<p>Monitoring, requesting, inputting, storing and reporting on employer insurance arrangements.</p>	<p>Report to the Authority on scheme relevant data and information, including:</p> <ul style="list-style-type: none"> • performance against KPIs • scheme level data • activities performed under delegation • scheme significant matters 	
<p>Provision of financial management services to the fund, including:</p> <ul style="list-style-type: none"> • preparation of annual financial statements • receipting of levies 	<p>Coordinate the process to accredit HSR training courses</p>	
	<p>Undertake functions delegated to Comcare, including:</p> <ul style="list-style-type: none"> • granting s20A exemptions • granting extensions of time (section 79(1b)) 	

<ul style="list-style-type: none"> • accounts payable • maintain Finance One ledger • monthly 'actuals' reporting • external budget estimates • bank reconciliations. 	<ul style="list-style-type: none"> • granting declarations of coverage and non-coverage (section 19(1C and 1D)) 	
	Prepare and submit the annual report	
<p>Managing claims against the Fund, including:</p> <ul style="list-style-type: none"> • consider applications for claims against the Fund • conduct investigations into legitimacy of claims on the Fund • provide recommendation to Authority on claims • administer accepted claims (payment of benefits etc). 	Coordinate input into RTW monitor, CPM and the national data set, including arranging the annual actuarial premium review	
	Assist in the publication of material as required under section 104(d)	
	Monitor and manage default events	
	Coordinate completion of governance and annual reporting obligations and sign-offs	
	Provide legal services required to meet the Authority's obligations	
	Liaise with Departments and other Commonwealth entities on behalf of the Authority and assist the Authority to develop scheme policy.	