

AGREEMENT

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Health and Ageing

ABN 83 605 426 759

and the

AUSTRALIAN CAPITAL TERRITORY

as represented by

ACT Health

ABN 88 407 290 295

2008-09

THIS Agreement is made

BETWEEN the

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department') ABN 83 605 426 759;

AND

The **AUSTRALIAN CAPITAL TERRITORY** ('the State') as represented by ACT Health ABN 88 407 290 295

RECITALS:

- A. The Commonwealth has developed the Aged Care Assessment Program (ACAP). Under a cooperative working arrangement the Commonwealth provides funds to State and Territory Governments specifically to operate Aged Care Assessment Teams (ACATs) – known as Aged Care Assessment Services in Victoria.
- B. The core objective of the ACAP is to comprehensively assess the needs of frail older people and facilitate access to available care services appropriate to their care needs.
- C. The following ACAP objectives have been designed to achieve the core objectives:
- (i) To ensure that older persons who belong to the following groups have equitable access to ACAT services:
 - Aboriginal and Torres Strait Islander people;
 - People of culturally and linguistically diverse backgrounds;
 - People living in rural and remote areas;
 - Veterans, their spouses, widows and widowers;
 - People with dementia;
 - (ii) To ensure that access to ACAT services is based on need;
 - (iii) To prevent premature or inappropriate admission to residential care homes;
 - (iv) To help frail older people live in the community;
 - (v) To facilitate access to the combination of services that best meets the needs of assessed clients;
 - (vi) To ensure that assessments of the care needs of frail older persons are comprehensive, incorporating the restorative, physical, medical, psychological, cultural and social dimensions of care need;
 - (vii) To involve clients and their carers, and other service providers in the assessment and care planning processes;
 - (viii) To promote the co-ordination of aged care and other support services to improve the appropriateness and range of care services available to frail older people;

(ix) To optimise assessment services provided within available resources

- D. The Commonwealth has agreed to fund the State for the purpose described in this Agreement in support of the objectives and outcomes of the Program on the following terms and conditions.

THE PARTIES AGREE as follows:

1. INTERPRETATION

1.1 In this Agreement, unless the contrary intention appears:

“Aged Care Assessment Program” means an Australian government initiative where the Australian Government, under a cooperative working arrangement, provides funding to State and Territory Governments specifically to operate Aged Care Assessment Teams known as Aged Care Assessment Services in Victoria;

“Aged Care Assessment Team” means the persons engaged by the State under the ACAP, to conduct thorough and comprehensive assessments of the physical, medical, psychological, social and restorative care needs of frail older people, and provide information on a choice of appropriate available services to meet those needs;

“Agreement” means this document and includes any schedules and annexures;

“Commonwealth Material” means any Material:

- (a) provided by the Commonwealth to the State for the purposes of this Agreement; or
- (b) copied at any time from the Material referred to in paragraph (a)

“Completion Date” means the date that is the number of days specified in Item C after the Commonwealth has received all the deliverables required under this Agreement

“Confidential Information” means information that:

- (a) is by its nature confidential;
- (b) is designated by the Commonwealth as being confidential; or
- (c) the State knows or ought to know is confidential;

but does not include information that:

- (d) is or becomes public knowledge, other than by breach of this Agreement or by any other unlawful means;
- (e) is in the possession of the State without restriction in relation to disclosure before the date of receipt from the Commonwealth; or
- (f) has been independently developed or acquired by the State;

“Council of Australian Governments” (COAG) is the peak intergovernmental forum in Australia. COAG comprises the Prime Minister, State Premiers, Territory Chief Ministers and the President of the Australian Local Government Association (ALGA);

“COAG Projects” means the projects commenced by the State using previous and current COAG funding, to target identified areas of need with the operation of the Aged Care Assessment Program (ACAP) in the State;

“COAG Reform Agenda” includes the national and state activities agreed by ACAP Officials designed to achieve the COAG objective for the ACAP, which is to provide ‘more timely and consistent assessments for frail older people requiring care services and their carers by improving and strengthening the Aged Care Assessment Program’;

“Department” includes any department or agency of the Commonwealth which is from time to time responsible for the administration of this Agreement;

“e-ACCR” is the title of the project developed to allow ACATs to electronically transmit records to Medicare Australia as referred to in Item A5-2(i) of the Schedule;

“Evaluation Units” means the projects, funded by the Commonwealth established to collate, analyse and report data at the state and territory level in order to monitor the performance of ACATs;

“Extended Aged Care at Home – Dementia” (“EACH D”) means the Program funded by the Commonwealth to assist people with dementia who experience difficulties in their daily life because of behavioural and psychological symptoms associated with dementia as referred to in item A4 of the Schedule;

“Financial Statement” means a statement provided in accordance with clause 5 (Reports) that includes details of the Funds received by the State and contributions received for the Specified Purpose from other sources, signed by an appropriate officer of the State and specifying the manner in which, and the purposes for which, any Funds paid by the Department under this Agreement have been expended (accompanied by supporting documentation);

“Funding Period” means the period of funding specified in Item B;

“Funds” means the amount or part thereof payable by the Commonwealth as specified in Item D and includes any interest on the Funds;

“Intellectual Property” includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

“Liaison Officer” means the persons or position holders specified in Item E;

“Material” means documents, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

“Minister” means the Commonwealth Minister of State having for the time being the administration for the Commonwealth of matters to which this Agreement relate;

“Non-Significant Variation” has the meaning set out in clause 4.3 of this Agreement;

“Report” means the reports to be provided to the Commonwealth in accordance with clause 5 (Reports) and Item C;

“Specified Purpose” means the purpose specified at Item A for which the Funds are paid to the State;

“State” includes the Northern Territory and the Australian Capital Territory.

1.2 In this Agreement, unless the contrary intention appears:

- (a) words in the singular number include the plural and words in the plural number include the singular;
- (b) words importing a gender include any other gender;
- (c) words importing persons include a partnership and a body whether corporate or otherwise;
- (d) where any word or phrase is given a defined meaning, any other form of that word or phrase has a corresponding meaning;
- (e) an uncertainty or ambiguity in the meaning of a provision of this Agreement will not be interpreted against a party just because that party prepared the provision;
- (f) reference to any statute or other legislation (whether primary or subordinate) is to a statute or other legislation of the Commonwealth and, if it has been or is amended, is a reference to that statute or other legislation as amended;
- (g) a reference to a Party (by whatever title) will, where the context so admits, include the officers, employees, agents and subcontractors of the Party, and the Party's successors and assigns; and
- (h) all references to 'clauses' are clauses in this Agreement all references to 'Items' are to Items in the Schedule to this Agreement, and any references to 'Schedule' are to the Schedule to this Agreement.

1.3 If there is any conflict or inconsistency between:

- (a) the terms and conditions contained in the clauses of this Agreement and any part of the Schedule, then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency;
- (b) the terms and conditions contained in the clauses of this Agreement and any part of the annexures (if any), then the terms and conditions of the clauses will prevail to the extent of the conflict or inconsistency; and
- (c) any part of the Schedule and any part of the annexures (if any), then the Schedule will prevail to the extent of the conflict or inconsistency.

1.4 The laws of the Australian Capital Territory apply to this Agreement

1.5 This Agreement records the entire agreement between the Parties in relation to its subject matter.

- 1.6 No variation of this Agreement, other than a Non-Significant Variation in accordance with clause 4.3, is binding unless agreed in writing between the parties.
- 1.7 If a court or tribunal says any provision of this Agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.
- 1.8 If a Party does not exercise, or delays in exercising, any of its rights under this Agreement or at law, that failure or delay does not operate as a waiver of those rights.
- 1.9 A single or partial exercise by a Party of any of its rights under this Agreement or at law does not prevent the further exercise of any right.
- 1.10. The State cannot assign its obligations, and agrees not to assign its rights, under this Agreement without, in either case, prior approval in writing from the Commonwealth.

2. AGREEMENT PERIOD

- 2.1 This Agreement commences on the Date of this Agreement and, unless terminated earlier, expires on the Completion Date.

3. FUNDING

- 3.1 Subject to Parliamentary appropriation and to the provisions of this Agreement, the Department agrees to pay the Funds to the State in accordance with the payment schedule set out in Item D.
- 3.2 The funding to be contributed by the Department will not exceed the amount of Funds specified in Item D.
- 3.3 The State must advise the Department of any other funds that it is or will be receiving for the Specified Purpose.
- 3.4 The State, or State representatives, shall not impose fees or levies for any Specified Purpose provided through Commonwealth Funds under this Agreement.
- 3.5 The Department may at its discretion defer, reduce or not make a payment of Funds where it forms the reasonable opinion that the full payment is not properly required by the State because of funding surpluses or underspends under this Agreement.
- 3.6 Without limiting its rights, the Department may at its discretion defer, reduce or not make a payment of Funds until the State has performed all of its obligations that are required to be performed up to the date of that payment under this Agreement.
- 3.7 In consideration of the provision of the Funds, the State must use the Funds only for the Specified Purpose and on the terms and conditions set out in this Agreement and in accordance with the ACAP Financial Guidelines.

4. MANAGEMENT OF FUNDS

- 4.1 The State must keep proper accounts and records of its receipt and use of the Funds, separately from other accounts and records of the State.
- 4.2 The State must not commit any part of the Funds for expenditure that is likely to occur after the end of the Funding Period without prior written approval from the Department.
- 4.3 Where Funds are approved on a project by project basis, an increase or decrease of not more than –
- (i) 15% of the approved upper limit for the projects to which the variation relates, or
 - (ii) \$50,000

whichever is the lesser is known as a Non-Significant Variation

- 4.3.1 Subject to clauses 4.3.3, 4.3.4 and 4.3.5, a Non-Significant Variation of funding may be made by the State Minister responsible for the administration of this Agreement, without the approval of the Minister.

- 4.3.2 The State shall notify the Department in May and November of each year of any Non-Significant Variations made pursuant to clause 4.3.1. Such notification must include the following details:

the purpose of the Non-Significant Variation;

- (a) the amount of Funds to be transferred from the 'relinquishing' project to the 'receiving' project, and the resulting 'varied upper limit' for both the relinquishing project and the receiving project; and
- (b) an outline of how the Funds transferred by the Non-Significant Variation will be used.

- 4.3.3 A Non-Significant Variation must not be made if it would significantly lessen the State's ability to perform the Specified Purpose in respect of the relinquishing project.

- 4.3.4 A Non-Significant Variation cannot occur across projects with different funding bases or be made in respect of any one-off research projects, demonstration projects or pilot projects, which form part of the Specified Purposes without the consent of the Minister.

- 4.3.5 If the total amount of Funds transferred between projects by Non-Significant Variations within a Funding Period exceed the maximum limit allowable through Non-Significant Variations of the projects, the Minister's written consent must be obtained before any further variations can be made.

5. REPORTS

- 5.1 The State must provide the Commonwealth's Liaison Officer with Reports in accordance with Item C.
- 5.2 The reports must contain the information specified in Item C and include financial reports.
- 5.3 If requested by the Department, the State must provide the Commonwealth's Liaison Officer with a copy of any Material produced in relation to this Agreement.

6. LIAISON

- 6.1 The State must liaise with and report to the Commonwealth's Liaison Officer as reasonably required by the Commonwealth's Liaison Officer for the purposes of this Agreement.
- 6.2 Upon receipt of reasonable written notice, the State must within the time-frame stipulated in the notice, or within a reasonable time-frame if no time-frame is stipulated in the notice, provide any information in relation to the Specified Purpose requested by the Department for the purposes of this Agreement, including monitoring and evaluation.

7. ACCESS TO PREMISES AND MATERIALS

- 7.1 The State must, at all reasonable times, give to persons authorised in writing by the Department, permission to:
 - (a) inspect any Material relevant to this Agreement; and
 - (b) access and copy any records of the State relating to the Specified Purpose or the receipt, expenditure or other use of the Funds.
- 7.2 The State agrees to provide all assistance reasonably requested by the Department in respect of any inquiry into or concerning the Specified Purpose or this Agreement.
- 7.3 The operation of this clause survives the expiration or earlier termination of this Agreement.

8. INTELLECTUAL PROPERTY

- 8.1 Any Intellectual Property rights and title to, or in relation to, Material will vest, upon creation, in the Commonwealth.
- 8.2 The Commonwealth grants to the State a perpetual, irrevocable, royalty-free and licence fee-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Material referred to in clause 8.1
- 8.3 If requested by the Department, after completion of the Funding Period or on the earlier termination of this Agreement, the State must deliver a complete copy of the Material and the Commonwealth Material to the Department, or deal with it as otherwise directed by the Department.

9. OTHER PROPERTY

- 9.1 Ownership of equipment purchased under this Agreement will be vested with the State and such equipment will be used for the purposes for which it is provided for the duration of the Agreement and any subsequent Agreements made under the ACAP. The State shall ensure that any capital items purchased under the Agreement for use by Aged Care Assessment Teams, including cars and computers, in the performance of their functions or duties are available for such use whenever necessary.

10. ACKNOWLEDGMENT AND PUBLICATIONS

- 10.1 The State must acknowledge the financial and other support it has received from the Commonwealth in:
- (a) all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Specified Purpose or any products, processes or inventions developed as a result of the Specified Purpose; and
 - (b) the form set out in Item F, and if not set out in Item F, then in a form approved by the Department prior to its use.
- 10.2 This clause 10 survives the expiration or earlier termination of this Agreement.

11. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

- 11.1 Except as otherwise expressly provided, or as set out in this Agreement, the State must not represent itself, and must ensure that its employees do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.
- 11.2 The State is not by virtue of this Agreement, or for any purpose an employee, partner or agent of the Commonwealth, or invested with any power or authority to bind or represent the Commonwealth.

12. SUSPENSION AND TERMINATION

12.1 If:

- (a) the Department is reasonably satisfied that the terms and conditions of this Agreement have not been complied with by the State;
- (b) the State, by notice in writing given to the Department, withdraws from this Agreement; or
- (c) the Department considers it appropriate for any other reason;

the Department may, after giving the State at least two months written notice, terminate this Agreement or require the State to immediately suspend dealings with the Funds.

12.2 If this Agreement is terminated in accordance with clause 12.1(c), the Commonwealth will only be liable for any reasonable costs (excluding, without limitation, loss of prospective income or profits) unavoidably incurred by the State, which are directly attributable to the termination. The Commonwealth will not be liable to pay any amount in excess of the amount of Funds remaining unpaid under this Agreement at the date of termination.

12.3 On termination of this Agreement, or for the duration of any suspension of dealings with the Funds, the State must hold the Funds in utmost good faith for use only in accordance with the directions of the Department and will cease all other dealings with the Funds. The Department may, upon the production of information to its satisfaction, approve in writing the expenditure of Funds properly incurred/committed by the State prior to the date of termination or suspension.

12.4 The Department may end the suspension of dealings with the Funds by written notice to the State, subject to such preconditions which the Department may reasonably require.

12.5 Subject to clause 12.2, the Department will not be obliged to pay any part of the Funds to the State after the termination of this Agreement or during any period of suspension of dealings with the Funds.

12.6 Except as provided in this clause, the Commonwealth will not come under any liability to the State for termination of this Agreement in accordance with clause 12.1.

13. REPAYMENT OF FUNDS

13.1 If:

- (a) on the expiration of the Funding Period or on any earlier termination of this Agreement, any Funds:
 - (i) remain unspent or uncommitted; or
 - (ii) cannot, by reconciliation between the accounts and records maintained by the State (as reported to the Department by the State in the financial statements referred to in clauses 5.2 and 5.3 (Reports)) be shown to the reasonable satisfaction of the Department to have been spent or committed in accordance with this Agreement; or

- (b) at any time the Department forms the reasonable opinion that any Funds have been used, spent or committed by the State other than in accordance with this Agreement;

the Department may by written notice to the State require the State to repay that part of the Funds, and the State must repay to the Department the amount set out in the notice, within 28 days of receipt of the notice.

- 13.2 The operation of this clause survives the expiration or earlier termination of this Agreement.

14. INDEMNITY

- 14.1 The State indemnifies the Commonwealth, its officers, employees and agents ('those indemnified') from and against all actions, claims, demands, costs and expenses (including the costs of defending or settling any action, claim or demand) made, sustained, brought or prosecuted against those indemnified in any manner based on any loss or damage to any person or loss or damage to property which may arise in connection with any act or omission of the State or subcontractor in relation to the Specified Purpose.

- 14.2 The State agrees that the Commonwealth will be taken to be acting as agent or trustee for and on behalf of those indemnified from time to time.

- 14.3 The State's liability to indemnify the Commonwealth under clause 14.1 will be reduced proportionally to the extent that any unlawful or negligent act or omission of the Commonwealth or its employees or agents contributed to the loss or damage.

- 14.4 The indemnity referred to in clause 14.1 will survive the expiration or termination of this Agreement.

15. TAXES, DUTIES AND GOVERNMENT CHARGES

- 15.1 Except as provided by this clause, all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement will be borne by the State.

- 15.2 The Funds payable (the Original Funds Payable) to the State do not include any amount to cover any liability of the State for Goods and Services Tax (GST) on any supplies made under this Agreement which are taxable supplies within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (the GST Act).

- 15.3 If a supply made by the State under this Agreement is a taxable supply under the GST Act, the State may, by notice in writing to the Department, increase the Original Funds Payable by the Department by the amount of GST that is payable by the State on that part of the Original Funds Payable which relates to the taxable supply as if that part of the Original Funds Payable is the value of the supply for the purposes of the GST Act.

- 15.4 If required by the Department, the State must substantiate to the Department's reasonable satisfaction how any change in the amounts payable by the Department determined under this clause have been calculated before such changes will take effect.

- 15.5 In relation to any taxable supplies made under this Agreement, the State agrees to issue the Department with a tax invoice in accordance with the GST Act, together

with or as part of each claim for further payment of Funds submitted for payment pursuant to clause 5.2 (Reports).

16. CONFIDENTIALITY

- 16.1 The State must not disclose Confidential Information without prior approval in writing from the Department. In giving written approval the Department may impose such terms and conditions as it thinks fit.
- 16.2 The Department may at any time by notice in writing to the State, require the State to give, and to arrange for its employees and subcontractors engaged in the performance of the Specified Purpose to give written undertakings, in a form required by the Department, relating to the non-disclosure of Confidential Information. The State must promptly arrange for all such undertakings to be given.
- 16.3 The obligations on the State under this clause will not be taken to have been breached where the information referred to is required by law to be disclosed.
- 16.4 The obligations contained in this clause shall survive the expiration or termination of this Agreement.

17. NOTICES

- 17.1 A Party giving notice under this Agreement must do so in writing, including by facsimile, that is:
 - (a) directed to the Party's address specified in Item E marked for the attention of the Liaison Officer or to such address as notified by the relevant party from time to time; and
 - (b) hand delivered or sent by pre-paid post or facsimile to that address or to such address as notified by the relevant party from time to time.
- 17.2 A notice given in accordance with clause 17.1 is received:
 - (a) if hand delivered, on delivery;
 - (b) if sent by pre-paid post on the third Business Day after the date of posting;
 - (c) if sent by facsimile, at the time the sender receives notification that the notice has been transmitted satisfactorily.

SCHEDULE

A. SPECIFIED PURPOSE

Commonwealth funding is provided to the State for the operation of Aged Care Assessment Teams (ACATs) and Evaluation Units through the Aged Care Assessment Program (ACAP) including Training, Extended Aged Care at Home and implementation of the ACAP Council of Australian Governments (COAG) reform agenda.

A1. Aged Care Assessment Program

The States are required to:

- (i) manage the day to day operations of the ACAP (including the management of complaints) in their state/territory in line with Commonwealth ACAP Guidelines;
- (ii) establish mechanisms to ensure that the Commonwealth's guidelines and conditions for managing the ACAP are met, including monitoring the performance of ACATs;
- (iii) provide input into the Commonwealth delegations process and ensure ACAT members holding Commonwealth Delegation exercise that delegation in accordance with the Commonwealth *Aged Care Act 1997* and Commonwealth Guidelines for the ACAP;
- (iv) implement the agreed objectives of the ACAP, as stipulated in the Recitals and ACAP Program Guidelines and ensure that conditions of funding are adhered to by ACATs;
- (v) provide the environment necessary for ACATs to operate effectively and independently by ensuring that appropriate management structures and processes are established, particularly for ACATs co-located with hospitals;
- (vi) meet regularly with the Department and determine strategic priorities on a national basis;
- (vii) giving due consideration to available resources, work with the Department to develop and implement appropriate performance indicators and systems to enable the monitoring of care coordination activities by all ACATs;
- (viii) ensure that any form designed to capture national ACAP Minimum Data Set Version 2 (MDS v2) data is jointly developed and approved by the Commonwealth and States; and
- (ix) implement activities designed to strengthen the ACAP and achieve the COAG objective for the ACAP, which is to provide 'more timely and consistent assessments for frail older people requiring care services and their carers by improving and strengthening the Aged Care Assessment Program'.

The State will ensure ACATs:

- (x) comprise or have access to a range of disciplines, skills and expertise (eg. geriatricians, physicians, registered nurses, social workers, physiotherapists, occupational therapists and psychologists), sufficient to make accurate and complete assessments of their clients' physical, medical, psychological, cultural, social and restorative care needs;
- (xi) undertake assessment and approval of clients in accordance with the Aged Care Act 1997, Principles and Commonwealth guidelines;
- (xii) respond to referrals for assessments in a timely manner. (As a guide ACATs should allocate a priority category, as defined in the ACAP MDS v2 data dictionary, at the time of referral);
- (xiii) participate in the collection of data to monitor levels of care coordination activities;
- (xiv) comply with instructions provided by the Department for collecting MDSv2 by completing the *Aged Care Client Record (ACCR)*;
- (xv) meet data quality reporting requirements;
- (xvi) transfer:
 - (a) MDSv2 data to the Evaluation Unit in accordance with agreed timeframes to enable quarterly reporting by the Evaluation Unit; and
 - (b) relevant ACCR information with client approval details to Medicare Australia.
- (xvii) participate in COAG reform agenda activities to improve and strengthen the ACAP.

A2. Evaluation Unit

The State will ensure the Evaluation Unit (EU):

- (i) operates in accordance with this Agreement, Commonwealth Guidelines and Business Rules for the ACAP;
- (ii) collaborates to amend and comply with agreed amendments as required to Quarterly and Annual Report templates and Business Rules for Minimum Data Set Version 2;
- (iii) monitors MDSv2 maintenance and quality using agreed Business Rules;
- (iv) collects and analyses MDSv2 data;
- (v) provides a telephone based and on-line support function to assist ACATs to fulfil their MDS data collection and reporting requirements. This may include:
 - providing technical support in relation to data collection software; and
 - support for coding of MDSv2 elements;
- (vi) undertakes software development and maintenance, including the provision of software training for ACATs;
- (vii) promptly responds to any ad hoc MDS queries requested by the Department giving due consideration to available resources;

- (viii) actively works with Commonwealth planners in the Department's State Offices to inform aged care planning activities;
- (ix) for Quarters 1, 2 and 3, submits MDSv2 de-identified individual client data to the designated National Data Repository to the timetable below;

DUE DATE	ITEM
10 Nov 2008	Interim Quarter 1 (July to September 2008) data
9 Feb 2009	Interim Quarter 2 (October to December 2008) data
11 May 2009	Interim Quarter 3 (January to March 2009) data

- (x) meet data quality, reporting and timeframe requirements and arrange correction of data, where necessary, in time to be included on the update extract;
- (xi) transfers the data to the National Data Repository using, as a minimum, Comma Separated Value (CSV) transfer mechanisms;
- (xii) for Quarters 1, 2 and 3, submits MDS updates from previous quarter to the National Data Repository to the timetable below; and

DUE DATE	ITEM
29 Aug 2008	Updated Quarter 3 (January to March 2008) data
9 Feb 2009	Updated Quarter 1 (July to September 2008) data
11 May 2009	Updated Quarter 2 (October to December 2008) data

- (xiii) For Quarter 4 (April to June 2008) only, submits final MDS data for Quarter 4 2007-08 to the National Data Repository by 29 August 2008. No interim data need be submitted for Quarter 4.

A3. Extended Aged Care at Home (Dementia)

The State will ensure the funds provided for EACH (Dementia) assessments are distributed proportionately to the teams according to the allocation of EACH D packages.

A4. Recurrent ACAT Training

The State will ensure that recurrent training funds are used to assist in the training of ACAT members in accordance with the priorities identified each year. Priorities will be agreed by the State and Commonwealth Liaison officers, or their representatives.

A5. ACAP COAG Reform Agenda

A5-1 For 2008-09 the State will use the funds provided to support the ACAT Education Officer (AEO) Model under the ACAT National Training Strategy for the following priorities:

- (i) Availability for nominated state/territory representatives of the National ACAT Training Reference Group to undertake:

- Responsibilities as outlined in their agreed Terms of Reference
 - Activities as outlined in their agreed Annual Work Plan
 - Provision of a written report on state/territory training activities to the Commonwealth at the bi-annual National Training Reference Group workshops.
- (ii) Provide funds to cover travel and accommodation costs associated with AEOs attending the bi-annual National AEO workshops to be held in Canberra.
- (iii) Provide AEOs access to support guidance of a state or territory training coordinator and/or the state and territory training forums as appropriate.
- (iv) Provide AEOs access to the appropriate training equipment and resources to undertake their role effectively.

These priorities will be reviewed at the end of the funding period.

A5-2 The State will use ACAP COAG funds for projects which progress the implementation of the priority activities as agreed by the State and Commonwealth Liaison Officers. The State will use ACAP COAG funds to implement all or some of the following activities:

- (i) Assist ACATs to develop the necessary infrastructure and processes to enable the rollout of the e-ACCR in accordance with the eACCR Project National Rollout Plan. This may include providing ACATs with:
- Computers (ongoing maintenance costs associated with computers will be the responsibility of the state)
 - Internet access
 - Information technology training and other information technology support including administrative staff
 - Other costs that the State identifies to be associated with facilitating the implementation of the e-ACCR.
- (ii) Support state wide training or additional support for AEOs, as part of the implementation of the National Training Strategy.
- (iii) Targeted activities to improve the business processes of individual ACATs, focussing on continuous quality improvement. This may be a continuation of previous COAG Projects, to ensure that the outcomes from those COAG Projects are utilised.
- (iv) Administrative overheads associated with managing the COAG initiative, including additional staff.
- (v) Activities for strengthening the ACAP as identified through previous COAG Projects, which may be a continuation or additional phases of them; or from the National Review of ACATs.

A5-3 The State will work with the Victorian Evaluation Unit (software provider) to implement the changes to ACE and the required training strategies, coordinated by the Victorian Evaluation Unit, for the implementation of the eACCR by 30 June 2009.

B. FUNDING PERIOD

The financial year beginning 1 July 2008 and ending 30 June 2009.

C. REPORTS

The Completion Date is the date that is 60 days after the Commonwealth has received the final deliverable required under this Agreement.

Summary of reports and deliverables required under this Agreement is as follows:

REPORT TITLE	DUE DATE
COAG Project Plans (for each proposed project).	11 July 2008
EU Quarter 4 report 2007-08	15 September 2008
COAG Projects Progress Report	31 October 2008
Annual report 2007-08	31 October 2008
EU Quarter 1 report 2008-09	24 November 2008
EU Quarter 2 report 2008-09	26 February 2009
COAG Projects Progress Report	26 February 2009
EU Quarter 3 report 2008-09	25 May 2009
COAG Projects Final Report	30 September 2009
Annual Evaluation Unit Key Activities Report 2008-09	30 September 2009
Annual Financial statements	30 September 2009
ACAP Narrative Report 2008-09	14 December 2009

C1. Financial Statements

Within 3 months of the completion of the Funding Period, the State shall forward to the Department annual financial statements using the template at Attachment A which includes:

- (a) A statement of compliance signed by an appropriate officer appointed by the State for the purposes of administering this Agreement.

This statement shall set out whether:

- i) the Funds have been used for the purpose for which it was provided; and
- ii) the objectives of the Specified Purposes are being achieved and if not, the reasons why those objectives were not achieved.

- (b) A statement of income and expenditure certified by an appropriate officer, in respect of each Specified Purpose.

This statement shall include:

- i) income and expenditure in respect of each project reporting against recurrent and capital expenditure in a format determined by the Department.

- ii) certification that salaries and allowances paid to people employed under the Agreement are in accordance with award salary rates or any enterprise agreement or the general rates in force at the institution.
- iii) For the EACH Dementia funds, a breakdown of the expenditure of funds against the teams that received the funds.
- iv) For the recurrent ACAT training funds, a breakdown of the expenditure of funds.
- v) For the ACAP COAG reform agenda funds, a breakdown of the expenditure of funds in respect of each project, including funds provided specifically to support the role of the AEOs.

C2. Quarterly Reports

The State will ensure that the Quarterly Report using the quarterly report template (Attachment B) is forwarded to the Commonwealth Liaison Officer and ACATs to the timetable below:

DUE DATE	ITEM
15 Sep 2008	EU Quarter 4 (April to June 2008) report 2007/08
24 Nov 2008	EU Quarter 1 (July to September 2008) report 2008/09
26 Feb 2009	EU Quarter 2 (October to December 2008) report 2008/09
25 May 2009	EU Quarter 3 (January to March 2009) report 2008/09

Quarterly reports should generally contain only activity based tables, reported at the individual ACAT level and aggregated to State totals.

Quarterly reports are for internal Commonwealth and State government program management use only, not for public distribution.

C3. Annual Report

The State will ensure that the 2007-08 Annual Report using the annual report template (Attachment C) is forwarded to the Commonwealth Liaison Officer and ACATs by 31 October 2008.

Appendices with additional tables that the State feel are of interest are welcome.

It is also mandatory to include types of data errors/gaps/inconsistencies detected and frequency of failed transfers of data or technical errors.

C4. Evaluation Unit Annual Key Activities Report

Within three months of the completion of the Funding Period, the State shall forward to the Commonwealth Liaison Officer a report of the Evaluation Units annual key activities for the funding period using the template at Attachment D.

C5. Narrative Reports

By 14 December 2009, the State will forward to the Commonwealth Liaison Officer an annual narrative report for the funding period using the template at Attachment E. Narrative reports are for internal Commonwealth and State government program management use only, not for public distribution.

C6. ACAP COAG Reform Agenda Reports

The State will provide to the Department the following:

- (a) A plan for each project by 11 July 2008 using the template at Attachment F.
- (b) COAG project progress reports by 31 October 2008 and 26 February 2009 using the template at Attachment G.
- (c) A final COAG project progress report by 30 September 2009 using the template at Attachment H.

D. FUNDS

Summary of funding for 2008-09:

TOTAL 2008-09 Funding for activities outlined in Section A - Specified Purpose	\$779,582
---	------------------

The Department will pay the funds set out in Table 1 to the State in equal amounts on a monthly basis, payable in the first week of each month.

Table 1:

Funding for activities outlined in Section A - Specified Purpose	Funding 2008-09
A1. Aged Care Assessment Team	\$663,280
A2. Evaluation Unit	\$28,298
A3. EACH Dementia Assessments	\$13,794
A4. Recurrent ACAT Training	\$4,581
A5.1 COAG Reform Project - AEO Training model	\$6,257

The Department will pay the funds set out in Table 2 in three (3) equal instalments to the State upon delivery and acceptance of the reports identified at Item C6.

Table 2:

A5.2 COAG Reform Project – Other Projects	\$63,372
--	-----------------

E. LIAISON OFFICERS

Commonwealth's Liaison Officer:

Ms Juliette Kelly
Program Manager
Residential Care Programs
Department of Health and Ageing
MDP 42,
GPO Box 9848
CANBERRA ACT 2601
Phone: (02) 6289 3377
Fax: (02) 6289 3388
Email: juliette.kelly@health.gov.au

The Territory's Liaison Officer:

Ms Therese Gehrig
Manager
Aged and Community Care Policy Unit
ACT Health
GPO Box 825
Canberra ACT 2601
Phone: (02) 6207 8734
Fax: (02) 6205 0866
Email: therese.gehrig@act.gov.au

F. ACKNOWLEDGEMENT

The State will ensure the Australian Government branding design is used in all publications, promotional and advertising material where the state logo is used.

The State will acknowledge Australian Government funding for the Program in all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Program using either of the following acknowledgements:

Aged Care Assessment Program [or ACAP] is jointly funded by the Australian Government and the [insert name of state or territory government].

ACAP is an initiative of the Australian Government and is jointly funded by the Australian Government and the [insert name of state or territory government].

COPY

SIGNED

for and on behalf of the
COMMONWEALTH OF AUSTRALIA)
acting through the Department of Health)
and Ageing ABN 83 605 426 759 on:)

9 July 2008
Date

by:

ROBN STANFORD
Name of signatory

As TERRITORY MANAGER
Position of signatory

Robn Stanford
Signature

in the presence of:

JULIETTE ASNE KZU
Name of witness

[Signature]
Signature of witness

SIGNED

for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY)
acting through ACT Health)
ABN 88 407 290 295 on:)

4 JULY 2008
Date

by:

ROSS O'DONOVAN
Name of signatory

EXECUTIVE DIRECTOR
Position of signatory

[Signature]
Signature

in the presence of:

Deanna Kelly
Name of witness

[Signature]
Signature of witness

ACT Agreement



Australian Government
Department of Health and Ageing

DEED OF VARIATION No 1

BETWEEN

THE COMMONWEALTH OF AUSTRALIA ('the Commonwealth') as represented by
the Department of Health and Ageing
ABN: 83 605 426 759

and

THE AUSTRALIAN CAPITAL TERRITORY ('the State') as represented by
ACT Health
ABN: 88 407 290 295

RECITALS:

- A. The Parties wish to vary the agreement relating to the Aged Care Assessment Program dated 9 July 2008 ('the **Principal Agreement**').
- B. Clause 1.6 of the Principal Agreement states that no variation is binding unless it is agreed in writing between the Parties.

OPERATIVE PART:

1. The Parties vary the Principal Agreement as follows:
Delete the current Schedule and replace with the Schedule at Attachment A
2. The Principal Agreement, as amended by this Deed of Variation, constitutes the entire agreement between the Parties.

SCHEDULE

A. SPECIFIED PURPOSE

Commonwealth funding is provided to the State for the operation of Aged Care Assessment Teams (ACATs) and Evaluation Units through the Aged Care Assessment Program (ACAP) including Training, Extended Aged Care at Home and implementation of the ACAP Council of Australian Governments (COAG) reform agenda.

A1. Aged Care Assessment Program

The States are required to:

- (i) manage the day to day operations of the ACAP (including the management of complaints) in their state/territory in line with Commonwealth ACAP Guidelines;
- (ii) establish mechanisms to ensure that the Commonwealth's guidelines and conditions for managing the ACAP are met, including monitoring the performance of ACATs;
- (iii) provide input into the Commonwealth delegations process and ensure ACAT members holding Commonwealth Delegation exercise that delegation in accordance with the Commonwealth *Aged Care Act 1997* and Commonwealth Guidelines for the ACAP;
- (iv) implement the agreed objectives of the ACAP, as stipulated in the Recitals and ACAP Program Guidelines and ensure that conditions of funding are adhered to by ACATs;
- (v) provide the environment necessary for ACATs to operate effectively and independently by ensuring that appropriate management structures and processes are established, particularly for ACATs co-located with hospitals;
- (vi) meet regularly with the Department and determine strategic priorities on a national basis;
- (vii) giving due consideration to available resources, work with the Department to develop and implement appropriate performance indicators and systems to enable the monitoring of care coordination activities by all ACATs;
- (viii) ensure that any form designed to capture national ACAP Minimum Data Set Version 2 (MDS v2) data is jointly developed and approved by the Commonwealth and States; and
- (ix) implement activities designed to strengthen the ACAP and achieve the COAG objective for the ACAP, which is to provide 'more timely and consistent assessments for frail older people requiring care services and their carers by improving and strengthening the Aged Care Assessment Program'.

The State will ensure ACATs:

- (x) comprise or have access to a range of disciplines, skills and expertise (eg. geriatricians, physicians, registered nurses, social workers, physiotherapists, occupational therapists and psychologists), sufficient to make accurate and complete assessments of their clients' physical, medical, psychological, cultural, social and restorative care needs;
- (xi) undertake assessment and approval of clients in accordance with the Aged Care Act 1997, Principles and Commonwealth guidelines;
- (xii) respond to referrals for assessments in a timely manner. (As a guide ACATs should allocate a priority category, as defined in the ACAP MDS v2 data dictionary, at the time of referral);
- (xiii) participate in the collection of data to monitor levels of care coordination activities;
- (xiv) comply with instructions provided by the Department for collecting MDSv2 by completing the *Aged Care Client Record (ACCR)*;
- (xv) meet data quality reporting requirements;
- (xvi) transfer:
 - (a) MDSv2 data to the Evaluation Unit in accordance with agreed timeframes to enable quarterly reporting by the Evaluation Unit; and
 - (b) relevant ACCR information with client approval details to Medicare Australia.
- (xvii) participate in COAG reform agenda activities to improve and strengthen the ACAP.

A2. Evaluation Unit

The State will ensure the Evaluation Unit (EU):

- (i) operates in accordance with this Agreement, Commonwealth Guidelines and Business Rules for the ACAP;
- (ii) collaborates to amend and comply with agreed amendments as required to Quarterly and Annual Report templates and Business Rules for Minimum Data Set Version 2;
- (iii) monitors MDSv2 maintenance and quality using agreed Business Rules;
- (iv) collects and analyses MDSv2 data;
- (v) provides a telephone based and on-line support function to assist ACATs to fulfil their MDS data collection and reporting requirements. This may include:
 - providing technical support in relation to data collection software; and
 - support for coding of MDSv2 elements;
- (vi) undertakes software development and maintenance, including the provision of software training for ACATs;
- (vii) promptly responds to any ad hoc MDS queries requested by the Department giving due consideration to available resources;

- (viii) actively works with Commonwealth planners in the Department's State Offices to inform aged care planning activities;
- (ix) for Quarters 1, 2 and 3, submits MDSv2 de-identified individual client data to the designated National Data Repository to the timetable below;

DUE DATE	ITEM
10 Nov 2008	Interim Quarter 1 (July to September 2008) data
9 Feb 2009	Interim Quarter 2 (October to December 2008) data
11 May 2009	Interim Quarter 3 (January to March 2009) data

- (x) meet data quality, reporting and timeframe requirements and arrange correction of data, where necessary, in time to be included on the update extract;
- (xi) transfers the data to the National Data Repository using, as a minimum, Comma Separated Value (CSV) transfer mechanisms;
- (xii) for Quarters 1, 2 and 3, submits MDS updates from previous quarter to the National Data Repository to the timetable below; and

DUE DATE	ITEM
29 Aug 2008	Updated Quarter 3 (January to March 2008) data
9 Feb 2009	Updated Quarter 1 (July to September 2008) data
11 May 2009	Updated Quarter 2 (October to December 2008) data

- (xiii) For Quarter 4 (April to June 2008) only, submits final MDS data for Quarter 4 2007-08 to the National Data Repository by 29 August 2008. No interim data need be submitted for Quarter 4.

A3. Extended Aged Care at Home (Dementia)

The State will ensure the funds provided for EACH (Dementia) assessments are distributed proportionately to the teams according to the allocation of EACH D packages.

A4. Recurrent ACAT Training

The State will ensure that recurrent training funds are used to assist in the training of ACAT members in accordance with the priorities identified each year. Priorities will be agreed by the State and Commonwealth Liaison officers, or their representatives.

A5. ACAP COAG Reform Agenda

A5-1 For 2008-09 the State will use the funds provided to support the ACAT Education Officer (AEO) Model under the ACAT National Training Strategy for the following priorities:

- (i) Availability for nominated state/territory representatives of the National ACAT Training Reference Group to undertake:

- Responsibilities as outlined in their agreed Terms of Reference
 - Activities as outlined in their agreed Annual Work Plan
 - Provision of a written report on state/territory training activities to the Commonwealth at the bi-annual National Training Reference Group workshops.
- (ii) Provide funds to cover travel and accommodation costs associated with AEOs attending the bi-annual National AEO workshops to be held in Canberra.
- (iii) Provide AEOs access to support guidance of a state or territory training coordinator and/or the state and territory training forums as appropriate.
- (iv) Provide AEOs access to the appropriate training equipment and resources to undertake their role effectively.

These priorities will be reviewed at the end of the funding period.

A5-2 The State will use ACAP COAG funds for projects which progress the implementation of the priority activities as agreed by the State and Commonwealth Liaison Officers. The State will use ACAP COAG funds to implement all or some of the following activities:

- (i) Assist ACATs to develop the necessary infrastructure and processes to enable the rollout of the e-ACCR in accordance with the eACCR Project National Rollout Plan. This may include providing ACATs with:
- Computers (ongoing maintenance costs associated with computers will be the responsibility of the state)
 - Internet access
 - Information technology training and other information technology support including administrative staff
 - Other costs that the State identifies to be associated with facilitating the implementation of the e-ACCR.
- (ii) Support state wide training or additional support for AEOs, as part of the implementation of the National Training Strategy.
- (iii) Targeted activities to improve the business processes of individual ACATs, focussing on continuous quality improvement. This may be a continuation of previous COAG Projects, to ensure that the outcomes from those COAG Projects are utilised.
- (iv) Administrative overheads associated with managing the COAG initiative, including additional staff.
- (v) Activities for strengthening the ACAP as identified through previous COAG Projects, which may be a continuation or additional phases of them; or from the National Review of ACATs.

A5-3 The State will work with the Victorian Evaluation Unit (software provider) to implement the changes to ACE and the required training strategies, coordinated by the Victorian Evaluation Unit, for the implementation of the eACCR by 30 June 2009.

B. FUNDING PERIOD

The financial year beginning 1 July 2008 and ending 30 June 2009.

C. REPORTS

The Completion Date is the date that is 60 days after the Commonwealth has received the final deliverable required under this Agreement.

Summary of reports and deliverables required under this Agreement is as follows:

REPORT TITLE	DUE DATE
COAG Project Plans (for each proposed project).	11 July 2008
EU Quarter 4 report 2007-08	15 September 2008
COAG Projects Progress Report	31 October 2008
Annual report 2007-08	31 October 2008
EU Quarter 1 report 2008-09	24 November 2008
EU Quarter 2 report 2008-09	26 February 2009
COAG Projects Progress Report	26 February 2009
EU Quarter 3 report 2008-09	25 May 2009
COAG Projects Final Report	30 September 2009
Annual Evaluation Unit Key Activities Report 2008-09	30 September 2009
Annual Financial statements	30 September 2009
ACAP Narrative Report 2008-09	14 December 2009

C1. Financial Statements

Within 3 months of the completion of the Funding Period, the State shall forward to the Department annual financial statements using the template at Attachment A which includes:

- (a) A statement of compliance signed by an appropriate officer appointed by the State for the purposes of administering this Agreement.

This statement shall set out whether:

- i) the Funds have been used for the purpose for which it was provided; and
- ii) the objectives of the Specified Purposes are being achieved and if not, the reasons why those objectives were not achieved.

- (b) A statement of income and expenditure certified by an appropriate officer, in respect of each Specified Purpose.

This statement shall include:

- i) income and expenditure in respect of each project reporting against recurrent and capital expenditure in a format determined by the Department.

- ii) certification that salaries and allowances paid to people employed under the Agreement are in accordance with award salary rates or any enterprise agreement or the general rates in force at the institution.
- iii) For the EACH Dementia funds, a breakdown of the expenditure of funds against the teams that received the funds.
- iv) For the recurrent ACAT training funds, a breakdown of the expenditure of funds.
- v) For the ACAP COAG reform agenda funds, a breakdown of the expenditure of funds in respect of each project, including funds provided specifically to support the role of the AEOs.

C2. Quarterly Reports

The State will ensure that the Quarterly Report using the quarterly report template (Attachment B) is forwarded to the Commonwealth Liaison Officer and ACATs to the timetable below:

DUE DATE	ITEM
15 Sep 2008	EU Quarter 4 (April to June 2008) report 2007/08
24 Nov 2008	EU Quarter 1 (July to September 2008) report 2008/09
26 Feb 2009	EU Quarter 2 (October to December 2008) report 2008/09
25 May 2009	EU Quarter 3 (January to March 2009) report 2008/09

Quarterly reports should generally contain only activity based tables, reported at the individual ACAT level and aggregated to State totals.

Quarterly reports are for internal Commonwealth and State government program management use only, not for public distribution.

C3. Annual Report

The State will ensure that the 2007-08 Annual Report using the annual report template (Attachment C) is forwarded to the Commonwealth Liaison Officer and ACATs by 31 October 2008.

Appendices with additional tables that the State feel are of interest are welcome.

It is also mandatory to include types of data errors/gaps/inconsistencies detected and frequency of failed transfers of data or technical errors.

C4. Evaluation Unit Annual Key Activities Report

Within three months of the completion of the Funding Period, the State shall forward to the Commonwealth Liaison Officer a report of the Evaluation Units annual key activities for the funding period using the template at Attachment D.

C5. Narrative Reports

By 14 December 2009, the State will forward to the Commonwealth Liaison Officer an annual narrative report for the funding period using the template at Attachment E. Narrative reports are for internal Commonwealth and State government program management use only, not for public distribution.

C6. ACAP COAG Reform Agenda Reports

The State will provide to the Department the following:

- (a) A plan for each project by 11 July 2008 using the template at Attachment F.
- (b) COAG project progress reports by 31 October 2008 and 26 February 2009 using the template at Attachment G.
- (c) A final COAG project progress report by 30 September 2009 using the template at Attachment H.

D. FUNDS

Summary of funding for 2008-09:

TOTAL 2008-09 Funding for activities outlined in Section A - Specified Purpose	\$784,582
---	------------------

The Department will pay the funds set out in Table 1 to the State in equal amounts on a monthly basis, payable in the first week of each month.

Table 1:

Funding for activities outlined in Section A - Specified Purpose	Funding 2008-09
A1. Aged Care Assessment Team	\$663,280
A1(a) Population Growth Adjustment for ACAT	\$5,000
A2. Evaluation Unit	\$28,298
A3. EACH Dementia Assessments	\$13,794
A4. Recurrent ACAT Training	\$4,581
A5.1 COAG Reform Project - AEO Training model	\$6,257

The Department will pay the funds set out in Table 2 in three (3) equal instalments to the State upon delivery and acceptance of the reports identified at Item C6.

Table 2:

A5.2 COAG Reform Project – Other Projects	\$63,372
--	-----------------

E. LIAISON OFFICERS

Commonwealth's Liaison Officer:

Ms Alison Phillips
 Program Manager
 Residential Care Programs
 Department of Health and Ageing
 MDP 42,
 GPO Box 9848
 CANBERRA ACT 2601
 Phone: (02) 6289 3377
 Fax: (02) 6289 3388
 Email: Alison.Phillips@health.gov.au

The Territory's Liaison Officer:

Ms Therese Gehrig
 Manager
 Aged and Community Care Policy Unit
 ACT Health
 GPO Box 825
 Canberra ACT 2601
 Phone: (02) 6207 8734
 Fax: (02) 6205 0866
 Email: therese.gehrig@act.gov.au

F. ACKNOWLEDGEMENT

The State will ensure the Australian Government branding design is used in all publications, promotional and advertising material where the state logo is used.

The State will acknowledge Australian Government funding for the Program in all publications, promotional and advertising materials, public announcements and activities by it or on its behalf in relation to the Program using either of the following acknowledgements:

Aged Care Assessment Program [or ACAP] is jointly funded by the Australian Government and the [insert name of state or territory government].

ACAP is an initiative of the Australian Government and is jointly funded by the Australian Government and the [insert name of state or territory government].

EXECUTED AS A DEED

SIGNED

for and on behalf of the
COMMONWEALTH OF AUSTRALIA
acting through
the Department of Health and Ageing
ABN 83 605 426 759 on:

28/4/09
Date

by:

D.E. ROBILLARD
Name of signatory

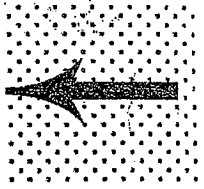
DEPT ACTO ASSISTANT MANAGER
Position of signatory

in the presence of:

Alicia Phillips
Name of witness

[Signature]
Signature

[Signature]
Signature of witness



SIGNED

for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
acting through
ACT Health
ABN 88 407 290 295 on:

15/4/09
Date

by:

[Signature]
Name of signatory

Chief Executive
Position of signatory

in the presence of:

Jennifer Elsey
Name of witness

[Signature]
Signature

[Signature]
Signature of witness

ACT
P.4V NO-1