

DEED OF VARIATION No 2

Between

The Commonwealth of Australia as represented by the Department of Health and Ageing ('the Commonwealth') ABN 83 605 426 759

and

The NORTHERN TERRITORY as represented by the Department of Health And Families ('the Territory') ABN 84 085 734 992

RECITALS:

- A. The Parties wish to vary the agreement relating to the establishment of the National Critical Care and Trauma Response Centre ('NCCTRC') at the Royal Darwin Hospital ('RDH') dated 6 March 2006 ("the **Principal Agreement**").
- B. Clause 1.6 of the Principal Agreement states that no variation will be effective unless it is agreed in writing between the Parties.

OPERATIVE PART:

1. The Parties vary the Principal Agreement as follows:

Delete the existing Schedule and replace with the following:

SCHEDULE

A. SPECIFIED PURPOSE (clauses 1.1 and 2.4)

The Specified Purpose for which Funds are provided under the *Royal Darwin Hospital – equipped, prepared and ready program* is for the Territory to establish and have ongoing management of a NCCTRC at RDH. The NCCTRC, in the event of a major incident involving mass casualties in the region, is to have the capacity to ensure that:

- a) a core of suitably trained staff with appropriate emergency medicine and trauma skills and experience are immediately available in Darwin;
- b) arrangements are in place to ensure that teams of staff with appropriate emergency medicine, and trauma skills and experience are trained and available for deployment from interstate;
- c) adequate operating theatres, emergency department beds, burns beds and laboratory facilities exist to deal with an emergency;
- d) NCCTRC facilities will be available for emergency use at short notice;
- e) adequate medical and pharmaceutical supplies are on hand for immediate use in the case of an emergency;
- f) communication processes have been established to ensure efficient and effective aero-retrieval capacity;
- g) the retrieval of mass casualties occur with maximum efficiency and minimum loss of life;

- h) channels are established to facilitate management of data and patient information to national agencies (as determined by the Department);
- i) the best possible critical care and trauma care is offered to casualties without a need for on-flight; and
- j) a smooth handover of patients to their home state/territory hospitals is effected.

In establishing the NCCTRC, the Parties agree on the following objectives, that:

- a) the Commonwealth has responsibility for ensuring Australia has access to a high quality trauma response capability in Darwin;
- b) the Territory is responsible for managing the day-to-day establishment and operations of the NCCTRC;
- c) the Parties will have open, transparent and collaborative negotiations on NCCTRC implementation;
- d) decision making will be achieved through consensus; and
- e) the Territory will work collaboratively with the Australian Health Protection Committee (AHPC) to implement strategies consistent with national policies.

Work Program

The Parties agree and acknowledge that the Work Program at Appendix A is finalised for the financial year 05-06 and is an estimate for financial years 06-07, 07-08 and 08-09.

The Parties agree and acknowledge that the Work Program for the period July to December 2009 will be developed by the NCCTRC Joint Implementation Group (JIG).

Evaluation

The Parties will develop an evaluation framework with performance indicators against the activities in this Schedule and the overall state of readiness of RDH to meet the objectives of the Program. The evaluation framework must be included in the first annual progress Report due three months after 30 June 2006.

Magnetic Resonance Imaging (MRI) Machine

This Agreement recognises that the Territory has been provided with access to an MRI machine by the Commonwealth as part of the Deed of Undertaking to be registered to provide Medical Benefits Scheme (MBS) funded MRI services. Clause A.1.8 (c) of this Deed of Undertaking reads:

"The Provider acknowledges and agrees that the Commonwealth and the Northern Territory Government will have unconditional access to the Registered Unit in the event of a declared national emergency as specified by the Commonwealth and the Provider will not require any additional MBS funding for use of the Registered Unit in these circumstances."

The Territory will enter into an agreement with NT Medical Imaging (the Provider) to provide unconditional access to the Registered Unit in the event of a declared national emergency as specified by the Commonwealth. The Provider will not require any additional MBS funding for use of the Registered Unit in these circumstances.

Activation

This Agreement sets out the agreed mechanism for triggering the obligation of the Territory to make RDH available to meet national priorities for a particular emergency.

A health related emergency or mass casualty event is defined as any incident or event that has health consequences exceeding the capacity of normal day-to-day operations of relevant agencies in the location in which the incident has occurred.

The Commonwealth is providing the Funds to ensure that RDH has the capacity to respond to an emergency involving a large number of casualties. The Territory will utilise the additional capacity on a day-to-day basis but it will be available for national priorities in the event of an emergency or major incident involving mass casualties. The intent of the policy is to allow the Territory to continue to run the hospital and direct the Commonwealth funded resources to meet the needs of patients arising from the mass casualty incident.

The Department may become aware of an emergency involving a large number of casualties through a variety of sources and will convene an urgent teleconference of the AHPC. If on the advice of the AHPC it is apparent that RDH should be activated to receive and treat the injured, ahead of any decision to activate national disaster plans, the Deputy Secretary of the Department will either directly, or through the Assistant Secretary Health Emergency Management Branch, advise the Territory Chief Health Officer to activate RDH at the appropriate level of readiness. Changes in status of readiness phases will be promulgated as they occur.

The mechanism for activating the NCCTRC will be a series of readiness phases (white and yellow to prepare, red to activate, green to stand down) consistent with existing national plans and allowing for different levels of activation.

Readiness phases are:

- a) **WHITE:** When notification has been received that a mass casualty event has occurred which has the potential to require RDH involvement, the Department will issue the words 'CODE WHITE' with a summary of the situation, including potential deployment of medical teams. RDH is required to consider the resources that may be required and their availability, and issue internal warnings as necessary.
- b) **YELLOW:** When confirmation has been received that the event requires RDH assistance the Department will issue the words 'CODE YELLOW' with a summary of the situation. This warns of the need to increase readiness levels, which may have to be maintained for an initial period of up to 72 hours, before the end of the nominated period. The Department will review the need to maintain this level of readiness. During this period RDH should be prepared to accept mass casualty patients at minimum notice.
- c) **RED:** When immediate reception and treatment of the injured is required the Department, will issue the words 'CODE RED'. This message will indicate that the RDH has the authority to activate its own response plans and the operational plan for the specific incident. 'CODE RED' will remain in force until RDH involvement in overseas and/or domestic mass casualty operations are deemed completed by the Department.
- d) **GREEN:** On confirmation that mass casualty operations are complete, or that the injured have been transferred to other hospitals and that the normal capacity of RDH can handle remaining patients, the Department will approve the cessation of national priority operations and will issue the words 'CODE GREEN'. On receipt of this message RDH will return to routine operations.

Depending on the type of event, its location, numbers of persons involved and the severity of their injuries, RDH may be activated with very little notice and at any readiness phase. In some scenarios 'CODE WHITE' and 'CODE YELLOW' phases may only be in effect for a few hours (if at all) before authorisation is issued to activate 'CODE RED'.

B. FUNDING PERIOD (clause 1.1 and 3.2)

Funding is provided for the financial year beginning 1 July 2005 and ending 31 December 2009.

The Commonwealth acknowledges that the Participant commenced work, in relation to this Agreement, on 1 July 2009. The Parties further agree that such work will be considered to be work for the Project under this Agreement and that the terms and conditions of this Agreement, including without limitation clause 15, will apply accordingly.

Subject to satisfactory performance by the Territory under this Agreement, the Commonwealth agrees that it will negotiate in good faith with the Territory in relation to future management and maintenance arrangements for the NCCTRC beyond the Funding Period.

C. REPORTS (clause 1.1 and 4)

a) The Territory must provide the following Reports, ie, Quarterly, six monthly and Annual Progress Reports and an Evaluation Report, by the dates outlined in the table below:

Report	Due Date	Period covered	Detail to include
Quarterly Progress Report (Supporting Financial Statement)	30 June 2006 31 July 2006	1 April 2006 to 30 June 2006	Refer to detail below at item c)
Annual Progress Report	31 July 2006	1 April 2006 to 30 June 2006	Refer to detail below at item a)
Quarterly Progress Report (Supporting Financial Statement)	30 September 2006 31 October 2006	1 July 2006 to 30 September 2006	Refer to detail below at item c)
Quarterly Progress Report (Supporting Financial Statement)	30 December 2006 31 January 2007	1 October 2006 to 15 December 2006	Refer to detail below at item c)
Quarterly Progress Report (Supporting Financial Statement)	31 March 2007 30 April 2007	1 January 2007 to 31 March 2007	Refer to detail below at item c)
Quarterly Progress Report (Supporting Financial Statement)	30 June 2007 31 July 2007	1 April 2007 to 30 June 2007	Refer to detail below at item c)
Annual Progress Report	31 July 2007	1 July 2006 to 30 June 2007	Refer to detail below at item a)
Six monthly Progress Report (Supporting Financial Statement)	14 December 2007 31 January 2008	1 July 2007 to 31 December 2007	Refer to detail below at item c)
Six monthly Progress Report (Supporting Financial Statement)	13 June 2008 31 July 2008	1 January 2008 to 30 June 2008	Refer to detail below at item c)
Annual Progress Report (and Evaluation Report)	31 July 2008	1 July 2007 to 30 June 2008	Refer to detail below at item a)
Six monthly Progress Report	14 December 2008	1 July 2008 to	Refer to detail

<i>(Supporting Financial Statement)</i>	30 January 2009	31 December 2008	below at item c)
Six monthly Progress Report <i>(Supporting Financial Statement)</i>	15 June 2009 31 July 2009	1 January 2009 to 30 June 2009	Refer to detail below at item c)
Annual Progress Report	31 July 2009	1 July 2008 to 30 June 2009	Refer to detail below at item a)
End of Agreement Progress Report <i>(Supporting Financial Statement (and Evaluation Report)</i>	31 January 2010 31 January 2010 31 January 2010	1 July 2009 to 31 December 2009	Refer to detail below at items b), c)
Evaluation Report	* due if NCCTRC activated.	*** Activation period	Refer to detail below at item d)

b) Annual Progress Reports are to be provided to the Commonwealth by the dates set out in the table above.

Each Annual Progress Report is to include:

- i. progress against each function and current milestones set out in the Work Program; and
- ii. an updated Work Program for the following year and remaining out-years substantially similar to the format set out in Appendix A, which sets out proposed function activities and milestones, including indicative timeframe and costing against the agreed headings for the forthcoming financial year.

The 2007-08 Annual Progress Report will include a full evaluation of the state of readiness of the RDH and the NCCTRC at 30 June 2008 compared to the situation at the commencement of the program in July 2005.

c) Quarterly or Six monthly Progress Reports and supporting Financial Statement are to be provided to the Commonwealth by the dates set out in the table above.

Each quarterly or six monthly Progress Report will include:

- i. six months progress against each function, strategy and current milestones as per Appendix A;
- ii. information covering the Funding Period to the date of the six month Progress Report on whether the objectives and outcomes of the Specified Purpose are being achieved.
- iii. a Financial Statement for the previous 6 months period as per clause 4.2 (a) to be provided within one month of the submission of the relevant six month Progress Report;
- iv. a claim for further payment of Funds accompanying the Financial Statement. This claim is to specify the amount of Funds which are properly required by the Territory for its use in relation to the Specified Purpose up to the date of the next six month Progress Report.

d) The End of Agreement Progress Report is to include:

- i. progress against each function and current milestones set out in the Work Program;
- ii. a Financial Statement for the previous 6 month period detailing the expenditure of the funding provided for this period;

- iii. an updated Work Program for the following year which sets out proposed function activities and milestones, including indicative timeframe and costing against the agreed headings for the forthcoming financial year.

e) A complete Evaluation Report will be provided to the Department following each occasion that the NCCTRC is activated in accordance with this Agreement. The timing of the Report will be determined on cessation of activation and will be dependent upon the circumstances prevailing at the time and the impact of the incident on the ability of RDH to report.

D. FUNDS (clauses 1.1, 2 and 3)

a) The Commonwealth will, following annual appropriation by the Commonwealth Parliament each May, confirm in writing to the Territory, the Funds available for the financial year ahead.

b) The table below sets out indicative levels of funding, subject to indexation and clause 2.1. The actual annual appropriation for this Agreement will be documented in the Federal Financial Relations Budget Paper 3 -Specific Purpose Payments.

2005/06 \$ million	2006/07 \$ million	2007/08 \$ million	2008/09 \$ million	2009/10 \$ million	Total \$ million
21.000	13.200	13.434	13.661	6.987	68.282

c) The Funds appropriated for the purposes of this Agreement will be paid to the Territory on a six monthly basis upon acceptance by the Commonwealth of a satisfactory Progress Report and Financial Statement. The Commonwealth will advise the Territory Liaison Officer in writing of acceptance of the Progress Report and corresponding Financial Statement so that the Territory may then generate an invoice.

d) Payment will be made within 30 days of a correctly rendered invoice.

e) Effective 1 July 2009, the Funds appropriated for the purposes of this Agreement will be paid to the Territory Department of Treasury on a monthly basis on acceptance by the Commonwealth of satisfactory progress of the agreed Work Program. The approximated monthly funding amount is \$1.165 million.

f) While the Commonwealth recognises the need for flexibility in apportioning the Funds between budget items due to the nature of the Specified Purpose and accepts that there may be further variations in the actual costs for individual items, no additional Funds will be provided to the Territory under this Agreement.

g) In accordance with Part D 'Funds', paragraph (b), the total funding payable by the Commonwealth for 2007/08 and 2008/09 is \$13.434 million and \$13.661 million respectively on acceptance by the Commonwealth of satisfactory Progress and Financial Reports.

h) In accordance with Part D 'Funds', paragraph (b), the total funding payable by the Commonwealth for the period 1 July 2009 to 31 December 2009 is \$6.987 million on acceptance by the Commonwealth of satisfactory progress of the Work Program.

i) Total funds available for expenditure by the Territory in 2007/08 of \$19.334 million comprises a surplus of \$5.9 million rolled over from 2006/07 Commonwealth funding for the NCCTRC and the 2007/08 Commonwealth NCCTRC funding amount of \$13.434 million.

j) The funds are to be apportioned by the Territory to implement the listed NCCTRC Functions as set out in the table below:

Function	2007/08 \$ million	2008/09 \$ million
1. Recurrent funding to RDH as a NCCTRC	11.134	9.461
2. Expand capacity of Burns Services	1.200	1.200
3. Improve the capacity of RDH Emergency Department	0.500	0.000
4. Train incident ready medical and support staff in Darwin and Interstate	1.200	0.700
5. Maintain incident ready radiology facilities	2.900	0.400
6. Chairs in Trauma and Critical Care, and Emergency Preparedness and Response.	0.700	0.700
7. Aero-retrieval and transport of advance teams to major incidents	0.700	0.700
8. Enhance links with other emergency and health professionals	1.000	0.500
TOTAL	19.334	13.661

Function	2009/10 \$ million
1. Capacity	5.216
2. Preparedness	1.15
3. Response	*Dependent on activation
4. Integration	0.621
TOTAL	6.987

- i) Any alterations to the apportioning of funds as specified in table 4 f) are considered to be a variation and as per clause 1.6 must be agreed in writing between the parties.
- j) For the purposes of recordkeeping, Appendix B to the variation provides a Territory *Reconciliation of Available Funding and Actual Expenditure* statement which documents the movement and expenditure by the Territory of NCCTRC funds provided by the Commonwealth in the 2005/06 and 2006/07 financial years of the agreement.

E. LIAISON OFFICERS (clauses 1.1, 5 and 14)

The Commonwealth's Liaison Officer is:

Dr Gary Lum
Assistant Secretary
Health Emergency Management and Biosecurity Branch
Office of Health Protection
Department of Health and Ageing
GPO Box 4898
Canberra ACT 2601

Facsimile: (02) 6289 1070
Telephone: (02) 6289 4656
Email: Gary.Lum@health.gov.au

and the Territory's Liaison Officer is:

Dr Len Notaras
Executive Director
National Critical Care and Trauma Response Centre
Royal Darwin Hospital
PO Box 41326
Casuarina NT 0811

Telephone: (08) 8922 8102
Facsimile: (08) 8922 7627
Email: Len.Notaras@nt.gov.au

In Appendix A add the following tables:

CAPACITY	
Functional Description	Grow and enhance the capacity of the NCCTRC ensuring that it has a core of suitably trained staff with appropriate experience, emergency medicine and trauma skills immediately available in Darwin to provide surge capacity in an activation of the NCCTRC.
Strategies	<ol style="list-style-type: none"> 1. NCCTRC will maintain an up to date assessment of the response capacity of all assets to a medical response and invest in capacity enhancement under the governance of the JIG. 2. The NCCTRC will use drills; activations and formal evaluations to inform gaps in workforce, equipment and critical infrastructure and under the governance of the JIG will invest capacity enhancing.
Performance Indicators	<ol style="list-style-type: none"> 1. Number of staff by skills and specialty 2. Training program "Workforce Prepared" annual review report. 3. Number of surge workforce available at call from Queensland Health through Princess Alexandra Hospital 4. Confirm Provision of 24 hour, 7 day radiological services 5. Confirmation of operational PC3 6. Report on progress of Trauma Service 7. Number of Drills held
Outcome	The NCCTRC will maintain an up to date assessment of the response capacity of all assets to a medical response and invest in capacity enhancement under the governance of the Joint Implementation Group.
Funds	\$ Mill
	2009
	5.216

PREPAREDNESS	
Functional Description	Maintain the NCCTRC and RDH in a state of strategic and operational readiness to respond to a major incident in the region; and (Preparedness)
Strategies	1. Maintain, develop and amend Regional and Hospital Emergency Management Plans to include the necessary provision in command, control and coordination functions to allow for activation to respond to an incident of national significance.
Performance Indicators	<ol style="list-style-type: none"> 1. Report on progress of Regional and Hospital Emergency Management Planning 2. NCCTRC Notification and Activation Protocol embedded within DHF Disaster and Emergency Management plans 3. Participation in the Health All Hazards Working Group of the AHPC 4. Report on Status of Disaster Preparedness 5. List of internal and external committees, reference groups and forums pertaining to preparedness
Outcome	RDH will transition smoothly between day to day operations and providing a response under national coordination.
Funds	\$ Mill
	2009
	1.15

RESPONSE	
Functional Description	The NCCTRC and RDH will operate under the direction of the AHPC through the Department of Health and Ageing National Incident Room
Strategies	1. Through continued evaluation maintain the NCCTRC Notification and Activation Protocol
Performance Indicators	1. All service agreements and Memoranda of Understanding with external organisations to contain provision for operation under national coordination 2. Evaluation report on activation measuring capacity, preparedness, command and control 3. Implementation of recommendations of evaluation reports
Outcome	The NCCTRC and Royal Darwin Hospital enhance the national capacity to respond to incidents of national significance
Funds	\$ Mill
	2009
	TBA

INTEGRATION	
Functional Description	The NCCTRC is to engage with the AHPC, its subcommittees, and relevant emergency response sector stakeholders to ensure that it is embedded within the Australian health disaster management framework. (Integration)
Strategies	1. NCCTRC actively establish and enhance its profile and embed its role within domestic preparedness efforts 2. Undertake identified national preparedness projects in conjunction with the AHPC and its subcommittees 3. Develop collaborative partnerships with other health jurisdictions
Performance Indicators	1. Report on the State of Readiness of the NCCTRC 2. Participation in national preparedness projects 3. Participation on the AHPC 4. Report on inter-jurisdictional cooperation in clinical and preparedness framework
Outcome	The NCCTRC contributes to and enhances the Australian Health Disaster Management Framework through its knowledge base and experience at providing frontline response services
Funds	\$ Mill
	2009
	0.621

Insert the following as Appendix B:

Function	2005/06				2006/07				2007/08				2008/09				Total				
	Budget	Actuals	Deficit (Surplus) Variance	Budget	Available Funds Budget + Surplus	Adjustments	Revised Funds Available	Actuals	Variance	Budget	Available Funds Budget + Surplus	Adjustments	Revised Funds Available	Projected	Variance	Budget	Actuals	Variance	Original Allocation	Variance	
	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	\$m	
1. Recurrent funding to RDH as NCCTRC	10.25	10.03	(0.22)	7.30	8.02	5.81	13.83	11.97	(1.90)	8.100	10.000	1.134	11.134	9.461	9.461	8.30	1.161	9.461	42.555	34.45	8.105
2. Expand capacity of Burns Services	3.50		(3.50)	-	3.50	(2.30)	1.20	1.20	-	-	-	1.200	1.200	1.200	1.200	-	1.200	1.200	3.600	3.50	0.100
3. Improve the capacity of RDH Emergency Department	1.75		(1.75)	-	1.75	(0.30)	1.45	0.95	(0.50)	-	0.500	-	0.500	-	-	-	-	-	1.450	1.75	(0.300)
4. Train incident ready medical and support staff in Darwin & Interstate	2.50		(2.50)	2.50	5.00	(4.30)	0.70	0.20	(0.50)	2.500	3.000	(1.800)	1.200	0.700	0.700	2.50	(1.800)	0.700	2.100	10.00	(7.900)
5. Maintain incident ready radiology facilities	0.50	0.30	(0.20)	0.40	0.60	3.60	4.20	1.70	(2.50)	0.400	2.900	-	2.900	0.400	0.400	0.40	-	0.400	5.300	1.70	3.600
6. Chairs in Trauma and Critical Care, and Emergency Preparedness and Response.	0.75	0.06	(0.69)	0.75	1.44	(0.54)	0.90	0.09	-	0.750	0.750	(0.050)	0.700	0.700	0.700	0.75	(0.050)	0.700	2.360	3.00	(0.640)
7. Aero-retrieval and transport of advance teams to major incidents	1.00	0.08	(0.92)	1.00	1.92	(0.97)	0.95	0.55	-	1.000	1.000	(0.300)	0.700	0.700	0.700	1.00	(0.300)	0.700	2.430	4.00	(1.570)
8. Enhance links with other emergency and health professionals	0.75		(0.75)	0.75	1.50	(1.00)	0.50		(0.50)	0.684	1.184	(0.184)	1.000	0.500	0.500	0.75	(0.211)	0.500	1.500	3.00	(1.500)
TOTAL	21.00	10.47	(10.53)	13.20	23.73	0.00	23.73	13.83	(5.90)	13.434	19.334	(0.000)	19.334	13.661	0.000	13.70	(0.000)	13.661	61.295	61.40	(0.105)

2. The Principal Agreement, as amended by this Deed of Variation, constitutes the entire agreement between the Parties.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED

for and on behalf of the COMMONWEALTH OF AUSTRALIA

By

Ms Mary Murnane)
-----)

(Print name))

Mary Murnane)
-----)

(Signature))

Deputy Secretary)
-----)

Department of Health and Ageing)

(Print the position held))

Date: 22 / 10 / 2009

in the presence of

J A I M E G A R B U T T)
-----)

(Witness's name))

J Garbutt)
-----)

(Signature))

SIGNED, SEALED AND DELIVERED

for and on behalf of the NORTHERN TERRITORY

By

Dr David Ashbridge)
-----)

(Print name))

David Ashbridge)
-----)

(Signature))

C H I E F E X E C U T I V E)
-----)

(Print the position held))

Date: 9 / OCTOBER / 2009

in the presence of

K I R S Y A N N E S L E Y)
-----)

(Witness's name))

Kirby Annesley)
-----)

(Signature))