

Grant Agreement

After Hours mobile primary care service for Residents in Aged Care homes

Grant number: {{\$key}}

Date of Agreement

See final execution date on Signatories to the Grant Agreement page.

Background

COORDINARE – South Eastern NSW Primary Health Network (PHN) (COORDINARE) enter into this Agreement to provide the Grantee with grant funding for the purpose of undertaking the associated Activity.

The Grantee agrees to use the grant funding to undertake the associated Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- a) This document
- b) The Grant Details
- c) General Grant Conditions.

This Agreement represents the Parties' entire agreement in relation to the Grant provided under it and the relevant Activity as of the Date of Agreement above. This Agreement supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

This Agreement will not be legally binding on the Grantee or COORDINARE, and no legal obligations will arise, until both Parties sign and date the Agreement and COORDINARE returns a fully executed copy of the Grant Agreement to the Grantee.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details

A. Parties

COORDINARE

Full organisation name	COORDINARE Limited
Australian Company Number (ACN)	ACN 603 799 088
Address	Suite 5, Ground Floor, Enterprise 1, Innovation Campus, Innovation Way, Wollongong NSW 2500
Key contact	Name: Meg Huckstepp Position: Contract Manager Email: mhuckstepp@coordinare.org.au Tel: 0459 489 832

The Grantee

Full organisation name	{{ \$entity_name.name }}
Australian Business Number (ABN)	{{ \$entity_name.abn }}
Organisation address	{{ \$entity_name.address }}
Key contact	Name: {{ \$entity_contact_person_(signatory).name }} Position: {{ \$entity_contact_person_(signatory).job_title }} Email: {{ \$entity_contact_person_(signatory).email }} Tel: {{ \$entity_contact_person_(signatory).telephone }}

B. Duration of the Grant

Activity Start Date	{{start_date}}
Activity Completion Date	{{service_end_date}}
Agreement End Date	When the Grantee has provided all Reporting as required under this Agreement

C. Purpose of the Grant Program

The purpose of this Grant is to provide a financial contribution of \$15,000 to Residential Aged Care Homes that are participating in the COORDINARE Mobile Primary Care After Hours Project.

This Mobile Primary Care After Hours Project will be delivered over 12 months and aims to provide greater comfort and choice to residents who require non-urgent medical assistance after hours.

Participation in this project will require commitment of staff time to embrace the project, provide leadership and undertake additional administrative tasks to support the success of the project outcomes. This will mean undertaking activities in addition to business as usual for day and evening staff, as well as staff who work after hours.

D. Activity

Through receipt of this Grant, the Grantee agrees to participate in this Mobile After Hours Project. As a project participant the Grantee has access for up to 12 months to an after hours mobile primary care service on demand, where this is deemed clinically appropriate and the preferred option for the resident and their usual care team.

Additional Tasks and Activities may include but not be limited to:

- Contributing to the development, implementation and use of newly developed protocols, procedures, and care and their care team.
- Reviewing policies and procedures to ensure alignment with Advance Care Directives and person-centered requirements of the Aged Care Act.
- Collaborating with COORDINARE and other project stakeholders as required.
- Collecting and contributing data on behalf of COORDINARE as required, including providing information to COORDINARE about past instances of transfer to emergency after hours.
- Attending training to build understanding about the Pilot outcomes, enhancing evidence based clinical care.
- Using appropriate technology to support the delivery of care.
- Reviewing and revising Advance Care Planning process and ensuring that these are current and reflect the resident's wishes.
- Adhering to their usual clinical and emergency triaging protocols and adapting when needed to new workflow.
- Providing formal and informal feedback during and at the end of the pilot.
- Ensuring that evening and after hours shifts can support training as required.
- Facilitating access to COORDINARE and the project team to engage with residents and families.

Your participation in these activities and tasks will contribute to the success of the Project, and this contribution will play an important role in the evaluation of the Project.

E. Payment of the Grant

Total amount of the Grant	\$15,000.00	(GST excl)
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Invoices and other deliverables must be submitted via Folio management system. The Grantee will be granted a licence for the Folio Contract Management system. A webinar with instructions on how to access Folio will be sent following the signed contract. Please ensure invoices are submitted by the specified deadline, in accordance with section F. Reporting.

Goods and Services Tax (GST) is payable on the Grant only if the Grantee is registered for GST.

Payment will be made for the full Grant amount within 30 days of full execution of this Agreement, and on receipt of a valid tax invoice. The Grant name and GRA-ref number must be included on all invoices.

F. Reporting

The Grantee agrees to complete the following reports in the form specified and to provide the report to COORDINARE in accordance with the following:

Milestones and reports	Due date
Tax invoice	15/10/2025

The Grantee may be requested to provide COORDINARE with additional Activity progress information from time to time during the duration of the funded Activity.

G. Supplementary terms

G.1 Activity

The Grantee agrees to use the Grant to undertake the Activity consistent with the item D as approved by COORDINARE.

G.2. Acknowledgements

In accordance with Clause 2 of the General Grant Conditions below, the Grantee agrees to acknowledge the funding received from COORDINARE by using the following acknowledgement statement, and not the PHN logo, in all marketing or promotional materials:

‘This [activity/service/event] is supported by funding from COORDINARE – South Eastern NSW PHN through the Australia Government’s PHN Program.’

G.3 Record keeping

The Grantee must:

- (a) identify the receipt and expenditure of the Grant separately within the Grantee's accounts and records so that at all times the Grant is identifiable

- (b) keep financial accounts and records relating to the Activity so as to enable all receipts and payments related to the Activity to be identified and reported
- (c) maintain non-financial records relating to the Activity, including copies of any resources used.

The Grantee agrees to maintain the records for five years after the Activity Completion Date and provide copies of the records to COORDINARE upon request.

Full audit right

The Grantee may be subject to an audit of the Activity any time for the duration of the Agreement. The Grantee undergoing an audit will be advised two weeks prior to the agreed date and informed which records will be audited.

Term G.3 survives the termination, cancellation or expiry of the Agreement.

G.4 Insurances

The Grantee must maintain all appropriate insurances that apply for the Activity including public liability insurance cover to a minimum of \$2 million as well as professional indemnity and workers compensation insurances (if applicable).

G.5 COVID-19 regulations affecting public gatherings

The Grantee must ensure that the Activity complies with NSW Government regulations regarding COVID-19 (at <https://www.nsw.gov.au/covid-19/what-you-can-and-cant-do-under-rules>) and will be delivered in accordance with current regulations for the duration of the activity.

G.6 Compliance with Laws

The Grantee must comply with all Laws that govern the delivery of the Activity.



Signatories to the Grant Agreement

Executed as an agreement.

General Grant Conditions

1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement.

2. Acknowledgements

The Grantee agrees to acknowledge COORDINARE's support in Material published in connection with this Agreement as required under Term G.2.

3. Notices

3.1 Each Party agrees to notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance or its other requirements under this Agreement.

3.2 A notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party's representative.

3.3 COORDINARE, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee's obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 7.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Subcontracting

5.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

5.2 The Grantee agrees to make available to COORDINARE the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

6. Conflict of interest

The Grantee agrees to notify COORDINARE promptly of any actual, perceived or potential conflicts of interest which could affect its

performance of this Agreement and agrees to take action to resolve the conflict.

7. Variation

This Agreement may be varied in writing only, signed by both Parties.

8. Payment of the Grant

8.1 COORDINARE agrees to pay the Grant to the Grantee in accordance with this Agreement.

8.2 The parties agree that the amount of the Grant is inclusive of any GST payable and the Grantee agrees to pay all taxes, duties and government charges in connection with the performance of this Agreement.

9. Spending the Grant

9.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only.

9.2 The Grantee agrees to provide a report, in the form required by COORDINARE and signed by the Grantee, verifying the Grant was spent in accordance with the Agreement.

10. Repayment

If any of the Grant has been spent other than in accordance with this Agreement or any amount of the Grant is additional to the requirements of the Activity, the Grantee agrees to repay that amount to COORDINARE unless agreed otherwise.

11. Record keeping

The Grantee agrees to maintain records of the Grant as required under Term G.3.

12. Intellectual Property

12.1 Subject to clause 12.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

12.2 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12.3 The Grantee gives COORDINARE a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Reporting Material for PHN Purposes.

13. Privacy

When dealing with Personal Information in carrying out the Activity, the Grantee agrees not to do anything which, if done by COORDINARE, would be a breach of an Australian Privacy Principle.

14. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorised by law or Parliament.

15. Insurance

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide COORDINARE with proof when requested as detailed under Term G.4.

If COORDINARE requests, the Grantee must provide within 7 days certificates of currency or other reasonable evidence that the Grantee has the required insurances.

The Grantee must immediately notify COORDINARE of any circumstances or events likely to give rise to a claim for Loss under the policies of insurance required under Term G.4.

16. Indemnities

16.1 The Grantee indemnifies COORDINARE its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

16.2 The Grantee's obligation to indemnify COORDINARE will reduce proportionally to the extent any act or omission involving fault on the part of COORDINARE contributed to the claim, loss or damage.

17. Vulnerable Persons

The Grantee must:

- (a) before engaging any employee and / or subcontractor and / or volunteer in relation to any part of the Activity that involves working with a Vulnerable Person get a National Police Certificate for that employee and / or subcontractor (that is less than six months old), and, where applicable, a valid Working With Children Check for them;
- (b) ensure that the employee and / or subcontractor and / or volunteer is not

prevented by any Law from providing the Activity where they might have contact with Vulnerable Persons;

- (c) not allow the employee and / or subcontractor and / or volunteer to perform any part of the Activity where they might have contact with Vulnerable Persons if a National Police Certificate or Working With Children Check indicates that they have a Serious Record or that they are not suitable to work with children. The Grantee must also notify COORDINARE of the results of the National Police Certificate or Working With Children Check;
- (d) within 24 hours after becoming aware that the employee and / or subcontractor and / or volunteer has been charged or convicted of a Serious Offence or Other Offence notify COORDINARE and provide all information COORDINARE requests; and
- (e) immediately comply with any direction by COORDINARE to have the employee and / or subcontractor and / or volunteer stop providing some or all of the Activity notified by COORDINARE.

18. Clinical governance

For a clinical Activity only, the Grantee must maintain for the duration of the Agreement arrangements satisfactory to COORDINARE (acting reasonably) to ensure that clinical governance is proactively managed, including:

- (a) adoption of industry standards of practice or other best practice standards directed by COORDINARE relevant to the Activity;
- (b) ensuring that the Grantee remains accredited and certified under all relevant standards and quality frameworks (including where standards or frameworks commence or change application during the duration of the Agreement obtaining and maintaining those accreditations or certifications);
- (c) ensuring employees and / or subcontractors work to their appropriate scope of practice and within the limits of their qualifications, expertise and experience;
- (d) a suitable complaints process;

- (e) suitable arrangements for the supervision and oversight of individual practitioners;
- (f) a risk and incident identification, documentation, management and reporting process that includes the immediate and adequate reporting to COORDINARE if a Major Incident occurs;
- (g) providing COORDINARE with all reasonable assistance to allow COORDINARE to monitor compliance with the clinical governance arrangements; and
- (h) any other such arrangements specified in this Agreement.

19. Dispute resolution

19.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

19.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

19.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

20. Termination for default

COORDINARE may terminate this Agreement by notice where it reasonably believes the Grantee:

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant; or
- (c) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

21. Cancellation for convenience

21.1 COORDINARE may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which COORDINARE believes will negatively affect the Grantee's ability to comply with this Agreement.

21.2 The Grantee agrees on receipt of a notice of cancellation under clause 21.1 to:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

21.3 In the event of cancellation under clause 21.1 COORDINARE will be liable only to reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation and that are not covered by any grant amount that has not been spent in accordance with this Agreement.

21.4 COORDINARE's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) the total amount of the Grant.

21.5 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee.

22. Survival

Clauses 10, 12, 13, 14, 16, 22 and 23 survive termination, cancellation or expiry of this Agreement.

23. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activities described in the Grant Details.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), COORDINARE General Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Agreement End Date** means the date or event specified in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.

- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **COORDINARE Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Activity Material.
- **General Grant Conditions** means this document.
- **Grant** means the money, or any part of it, payable by COORDINARE to the Grantee as specified in the Grant Details.
- **Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors, subcontractors, volunteers and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Laws** means Acts, Ordinances, regulations, by-laws, orders, awards, and proclamations in the Jurisdiction where the Activities are being carried out, certificates, licences, consents, permits, approvals, industry codes of practice published by recognised industry bodies, Australian Standards and requirements of government, semi-governmental and professional bodies.
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Major Incident** includes without limitation:
 - (a) death or serious injury suffered by an employee and / or subcontractor or consumer;
 - (b) an allegation of professional misconduct against an employee and / or subcontractor;
 - (c) an employee and / or subcontractor requiring a prolonged leave of absence following an adverse event in the workplace;
 - (d) death of a consumer (unrelated to the natural course of the underlying illness and/or differing from the immediate expected outcome of patient management);
 - (e) major and permanent loss of function of a consumer (sensory, motor, physiological or intellectual) or disfigurement (unrelated to the natural course of the underlying illness or differing from the expected outcome of patient management);
 - (f) loss of an essential service resulting in shutdown of a service unit or facility;
 - (g) Activation of the Grantee's disaster plan;
 - (h) destruction or damage to property requiring significant unbudgeted expenditure;
 - (i) loss of 25% or more of the Grantee's funding, income, annual budget or other financial support;
 - (j) unauthorised access, loss or other breach of the Grantee's data;
 - (k) unauthorised access, loss or other breach of consumers' privacy and confidential information; and
 - (l) claims whether substantiated or not in the media that may have an impact on community perception of the Grantee or the Grantee's standing or that of COORDINARE;
- **Other Offence** means a conviction, finding or guilt, on the spot fine or court order relating to:
 - (a) an apprehended violence or protection order made against the person;
 - (b) a traffic offence involving speeding more than 30km over the speed limit, injury to a person or damage to property;
 - (c) a crime or offence (or attempt to commit a crime or offence) involving the consumption, dealing in, possession or handling of alcohol, a

prohibited drug, a prohibited narcotic or other prohibited substance;

(d) a crime or offence (or attempt to commit a crime or offence) involving violence against or the injury of but not the death of a person; or

(e) a crime or offence (or attempt to commit a crime or offence) involving dishonesty that is not covered by paragraph (c) of the definition of 'Serious Offence';

- **Party** means the Grantee or COORDINARE
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Reporting Material** means all Material which the Grantee is required to provide to COORDINARE for reporting purposes as specified in the Grant Details and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
- **Serious Offence** means:
 - (a) a crime or offence involving the death of a person;
 - (b) a sex related offence or a crime, including sexual assault (whether against an adult or Child), Child pornography, or an indecent act involving a Child;
 - (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
 - (d) an attempt to commit a crime described in (a) to (c).
- **Serious Record** means a conviction or finding of guilt in relation to a Serious Offence;
- **Vulnerable Person** means:
 - (a) a child, being an individual under the age of 18; or
 - (b) an individual aged 18 years and above who is or may be unable to take care of themselves against harm or exploitation by reason of age, illness, trauma or disability, or any other reason.