

EIS Health Limited trading as Central and Eastern Sydney PHN
ABN: 68 603 815 818

CESPHN INTERNAL INFORMATION ONLY

Contract Name	CESPHN RACF Virtual Care Package
Service Providers	<i>(Insert telehealth equipment provider name)</i> The Supplier <i>(Insert RACF name)</i> The Party

Memorandum of Agreement

This Agreement is made on the date stated in Item 1 of Schedule.

Between

EIS Health Limited (“CESPHN”) of Level 5, 201 Coward St Mascot NSW 2020

And

The RACF (“The Party”) described in Item 2 of Schedule.

And

The Telehealth equipment supplier (“The Supplier”) described in Item 3 of the Schedule.

1. Recitals

- a. The relationship of The Parties is one of co-operation and is not intended to imply any arrangement of partnership, or other legally binding relationship other than that explicitly stated in this agreement.
- b. This agreement does not imply any other relationship in respect of employer and employee, principal and agent, or contractors between the party other than that explicitly stated in this agreement.
- c. CESPHN is receiving funding to support the Australian Government’s response to the Royal Commission into Aged Care Quality and Safety (Royal Commission). The Royal Commission examined the complex issues being faced by senior Australians at the interface of the primary health care and aged care systems, such as: a lack of access to general practitioners (GPs) and allied health professionals in residential aged care facilities (RACFs), difficulties accessing after-hours services, and inappropriate transfers to hospitals, all of which contribute to poor outcomes for senior Australians and increased pressure on the health system.

The Nous stocktake and analysis of activities at the interfaces between aged care, health and disability service system (delivered to the Department of Health in 2020), along with the findings of the Royal Commission, form the basis of the activities PHNs are being asked to undertake that are detailed in this Guidance.

CESPHN, as an established health commissioning expert, has a solid understanding of the local aged care health and service needs of its region, and has commissioned activities to address these needs. This new funding will complement and build on this existing work. CESPHN will utilise their existing expertise and relationships with local health services providers to commission healthy ageing activities and intervention to support chronic disease management in the target population. They will also provide assistance to participating RACFs to have appropriate virtual consultation facilities and support their residents having greater access to telehealth from primary health care providers and encourage RACFs to have appropriate after-hours plans in place. These initiatives have the overarching goal of delaying entry into RACFs and reducing avoidable hospitalisations for older Australians.

- d. The Objectives of the Program are to increase availability and use of telehealth care for aged care residents. This will aid participating RACFs to have the appropriate virtual consultation facilities to support their residents through telehealth with primary care providers and for afterhours care. **Annexure 1** outlines the recommendation of digital health technologies to be used in alignment with telehealth facilities and equipment (Visionflex Medical Cart)“**The Program**”.

- e. The funding for this Program excludes RACFS whose services are subject to sanctions, suspensions, or revocation orders. CESPHN under its funding obligations to the Commonwealth Government will take necessary steps to perform a check and due diligence to identify any services who's sanctioned and suspended, or a revocation order issued.

2. CESPHN's Obligations and Funding

2.1 CESPHN will fund the Program. The funding will be used to purchase hardware equipment to facilitate virtual care and use of digital health technologies ordered by the Party as per **Annexure 1** and a duly completed 'Telehealth Package Order Form' in **Annexure 2**.

2.1.1 Pay the Supplier on issuance of a tax invoice per clause 3.4. This remuneration as outlined in Item 4 consists of a one-off payment to the supplier and is a fixed sum for the duration of the agreement and will be paid according to **Table 1 Deliverables and Timelines and Payment of Remuneration**.

2.2 The funds must be utilised and spent during the Twelve (12) months from signing this agreement.

2.3 CESPHN will review this agreement three (3) months after the commencement date stated in Item 6 of Schedule to determine how the Program deliverables were achieved.

2.4 Assist the Party to have appropriate telehealth facilities and equipment to enable their residents to virtually consult when needed with their primary health care professionals, specialists, and other clinicians. These facilities should be compatible with most existing virtual consult technology used by providers in the CESPHN region and should be guided by recognised telehealth standards (Annexure 1).

2.5 Make recommendations on compatible equipment and supported technologies used by providers in the CESPHN region.

2.6 Provide training to participating Party staff to support them to have the capabilities to assist their residents in accessing virtual consultations services.

2.7 Educate staff of the Party and the adoption and use of My Health Record for facilities that require MHR registration and support. This includes the creation of:

2.7.1 Provider Digital Access (PRODA) accounts, linking to Services Australia's Health Professional Online Services (HPOS) and registration of Healthcare Provider Identifier Organisation (HPI-O).

3. The Supplier's Obligations

3.1 The Supplier will deliver goods and services within thirty (30) days on receiving a **Telehealth facilities and equipment Order form** from CESPHN.

3.2 The Supplier will support the Party in initial installation of equipment and provide training and materials such as videos, written materials, and instruction manuals and assist with ongoing technical support within the warranty period for each item of telehealth equipment.

3.2.1 The installation will involve the following pre and post installation works:

- i. A dedicated implementation team will provide guidance and support to RACF to install the telehealth facilities and equipment (Visionflex medical cart);
- ii. Test and assess the telehealth and equipment capabilities and match with RACF's specific needs;
- iii. Assist with a customised plan for RACF to deploy the telehealth facilities and equipment (visionflex medical cart) successfully; and
- iv. Ensure hardware and software are configured correctly and in operation.

3.2.2 The Training features include the following:

the Party will select face-to-face training workshop or remote training, depending on what best suits their needs. The key benefits of each training method are:

- i. Face-to-face Workshop:
 - Hands on learning under supervised settings
 - Use of platforms under supervised settings.
- ii. Remote Training sessions:
 - Hands on learning by via online platform
 - Use of platforms by via online platform

With each training the Party will be supplied with user manual, quick reference guide, and short tutorial videos.

3.2.3 The warranty conditions per clause 9 applies. During the warranty period, service and support calls will be available and handled both remotely and on-site as per the needs of the RACF.

3.3 The Supplier will use funds provided by CESP HN as the grant holder to deliver telehealth facilities and equipment (Visionflex medical cart) to the Party as per 'Telehealth Package Order Form' in **Annexure 2** after all parties have signed the Agreement.

3.4 The supplier will issue a valid tax invoice to CESP HN detailing the following:

Supplier Entity Name:

ABN:

Address:

Contact:

Email:

Invoice in favour of the Party:

Invoice Amount:

Invoice Number:

Details of spend and cost of each telehealth facilities and equipment (Visionflex medical cart) purchased by the Party and details of the Party Name

Invoice Date

GST Amount:

3.5 For the avoidance of doubt,

3.5.1 Supplier agrees to refund any monies on occurrence of any of the following event:

- a. Telehealth facilities and equipment (Visionflex medical cart) ordered by the Party but not supplied and the agreement is terminated.

- b. Telehealth facilities and equipment (Visionflex medical cart) supplied but not installed within the period as per item 5 in the Schedule and as specified in the consumer sale terms and conditions and according to consumer rights per the Australian Competition and Consumer legislation.
- c. the Supplier, or the Party cancelling the order form and terminating this agreement.

3.5.2 CESP HN will not be required to pay any Funding to the Supplier if the relevant grant (or part thereof) from the Commonwealth is withdrawn, cancelled, reduced or otherwise not received by CESP HN, or if the Commonwealth Funding Agreement is terminated. CESP HN will immediately notify the Supplier of any such occurrence and the parties will negotiate in good faith the reduction of the deliverable as per item 5 of the Schedule or termination of this Agreement according to clause 8-Termination.

3.6 The funds paid must not be used by the Party for purchasing any additional software and hardware used for the Program and the following: expenses relating to technical problems, IT support services, warranties claim other than the Party making its own warranty claims directly with the Supplier/ the manufacturer as per product warranty documents, for maintenance and replacement of software and hardware purchased with the funds paid under this agreement.

3.7 The Supplier will retain and supply a current certificate of insurances per clause 12 to CESP HN.

3.8 The Supplier is responsible for agents, subcontractors employed to carryout services under this agreement and agrees to cover agents and subcontractor's acts, loss or damages to the telehealth facilities and equipment (Visionflex medical cart) supplied to the RACF.

3.9 The Supplier must ensure the telehealth facilities and equipment (Visionflex medical cart) are insured under the Marine Cargo Insurance and cover transit as delivery duty paid between the Supplier's warehouse to the point of delivery to the RACFs premises.

4. The Party's Obligations

4.1. The Party will complete 'Telehealth Package Order Form' in **Annexure 2** and submit this to CESP HN.

4.1.1. Using Annexure 1 as a recommendations guide, The Party will procure the Visionflex medical cart (as agreed with CESP HN) to enable their residents to virtually consult when needed with their primary health care professionals, specialists, and other clinicians.

4.1.2. Allow access to premises for the Supplier to install telehealth facilities and equipment.

4.1.3. Schedule training with the Supplier to use the telehealth platform and identify and send staff for training.

4.2. The Party will allocate appropriate staff members to participate in education and training sessions recommended by CESP HN to increase their knowledge and capabilities to assist their residents in accessing virtual consultation services as per deliverables in Table 1.

4.3. For facilities that require MHR registration and support, work with the Australian Digital Health Agency (ADHA) and CESP HN to adopt and use the My Health Record system. This includes the creation of Provider Digital Access (PRODA) accounts, linking to Services Australia's Health Professional Online Services (HPOS), and registering a Healthcare Provider Identifier – Organisation (HPI-O).

4.3.1. Consent to information being shared with ADHA and Department of Health and Aged Care and Aged Care Research and Industry Innovation Australia (ARIIA) by completing and signing Annexure 3.

4.4. Where the Party is unable to use the telehealth facilities and equipment and for which payment to the Supplier is paid according to Item 4 and item 5 of the Schedule and the Party indicates its inability to fully install the telehealth facilities and equipment, the Party within eight [8] weeks from delivery of the telehealth facilities and equipment must inform CESP HN they cannot utilise the telehealth facilities and equipment and return to the Supplier. The Party is responsible for freight costs including insurance per clause 12 and ensure all the telehealth facilities and equipment are packaged and returned to the Supplier from the point of their premises to the Supplier's address. CESP HN reserves its rights in relation to the purchase and supply as follows:

4.4.1 The right to request the Party to return the telehealth equipment and facilities to the Supplier;

4.4.2 The right to request the Supplier to assist in returning the telehealth facilities and equipment and in redeploying to another RACF; and/or

4.4.3 the right to request to the Supplier to return monies to CESP HN less a twenty percent (20%) restocking fee.

4.4.4 the right to request to the Supplier to return monies to CESP HN

4.5 The Party will use and maintain the telehealth facilities and equipment supplied as per the order form per clause 4.1 in good working order (excluding fair wear and tear) according to warranty instructions and manual supplied with the product.

4.6 The Party will maintain their current certificate of insurances per clause 12.

5. Term

Parties agree to the following terms in relation to Term:

5.1 Term between the Party and CESP HN

This agreement shall commence on the Commencement Date stated in Item 6 of the Schedule and is for a duration of twelve (12) months unless terminated earlier in accordance with Clause 8 in this agreement. The expected completion date is by the End Date as per item 7 of the Schedule.

5.1.2 This Agreement can be extended by CESP HN and the Party and any extension will be for a period of three (3) months from the End Date and a request for extension will be applied per clause 7.

5.2 Term between the Supplier and the Party

The term of the agreement between the Party and the Supplier shall commence on the Commencement Date stated in Item 6 of the Schedule and is for a duration commencing from

the time the telehealth facilities and equipment (Visionflex medical cart) are delivered to the Party for a period of twelve (12) months covering the warranty period.

5.3 Term between CESP HN and the Supplier

This agreement shall commence on the Commencement Date stated in Item 6 of the Schedule and is for a duration of twelve (12) months unless an extension is granted to the Party, the duration of contract will be extended by agreement of CESP HN and the Party. Where the agreement is terminated in accordance with Clause 8 in this agreement, this will end the agreement.

6. Remuneration

6.1 In consideration for the Supplier providing the telehealth facilities and equipment (Visionflex medical cart), training and support services to the Party CESP HN must pay the Supplier.

6.2 The Supplier must submit to CESP HN an Invoice in respect to the deliverables completed as per item 5 of the Schedule:

- a. as soon as practicable after the completion of the relevant deliverable;
or
- b. as otherwise agreed to by the parties.

6.3 Subject to Clause 6.4, CESP HN must pay the amount of the Supplier's Invoice within thirty (30) days of receipt, into the bank account nominated by the Supplier for that purpose.

6.4 If CESP HN disputes the Invoice issued by the Supplier, then:

- a. CESP HN must serve notice on the Supplier setting out the nature of the dispute and the amount which CESP HN asserts should be the amount of the relevant invoice;
- b. If the Supplier has not replied to CESP HN's notice within five (5) business days of the date on which the notice is issued, then the Supplier is deemed to have accepted the variation of the amount owed to it and must issue a further invoice to CESP HN for the varied amount;
- c. If the Supplier does not accept the amount nominated by CESP HN in the notice served by CESP HN pursuant to Clause 6.4, then the Supplier must, within five (5) business days of issue of CESP HN's notice of dispute, inform CESP HN that a meeting is to be convened between a representative of CESP HN and the Nominated Person within a further period of seven (7) business days to discuss and, if possible, resolve the dispute; and
- d. If the dispute is not resolved at the meeting between CESP HN and the Nominated Person, then the dispute must be referred to an expert nominated by the President of the Institute of Arbitrators and Mediators who must determine the dispute as an expert, who must make a determination as to which party is required to pay the costs of the expert determination and whose decision will be final and binding on CESP HN and the Supplier.

7. Extension of Time

7.1 The Party can seek an extension of time to deliver the agreed deliverables set out in item 5 and any extension must be in writing given to CESP HN prior to end of the three (3) months of this contract and this notice is to be issued one [1] month in advance. The extension of time shall include date of deliverables in item 5-Table 1,

7.2 The parties can extend the End Date in Item 7; and

7.2 For the avoidance of doubt, the extension of time does not include a request to increase the funding under this agreement.

8. Termination

8.1 Each party may terminate this Agreement in writing by giving five (5) business days' notice to the other on occurring of the following:

- a. If the party elects to cease the agreement without any cause and reason (no fault event).
- b. If the party defaults in the performance of any written material term of this Agreement where the party fails to remedy such default within seven (7) days of notice specifying the failure and requiring it to be remedied.

8.2 CESP HN may terminate this Agreement immediately by notice to the Supplier and the Party if:

- a. the Commonwealth Funding Agreement is terminated or reduced in scope by the Commonwealth or the Commonwealth otherwise withdraws or reduces the relevant grant; or
- b. CESP HN is satisfied on reasonable grounds that the Party or the Supplier is unable or unwilling to satisfy the terms of this Agreement.

8.3 CESP HN may terminate this Agreement by written notice if an insolvency event occurs in relation to the Party, or the Supplier:

- a. The party or the supplier ceases to, or is unable to, pay its creditors (or any class of them) in the ordinary course of business, or announces its intention to do so;
- b. A Receiver, Receiver and Manager, Administrator, Liquidator, Trustee in Bankruptcy, or similar officer is appointed to take over and manage the Party, or the Supplier or any of the Party's, or Supplier's assets;
- c. The party, or the supplier enters, or resolves to enter, a scheme of the arrangement, compromise, or composition with any class of creditors;
- d. A resolution is passed, or an application to a Court is taken for the winding up, dissolution, official management, or administration of the Party, or the Supplier; or
- e. Anything having a substantial or similar effect to any of the events

specified above happens under the law applicable to this Agreement.

- 8.4 Subject to clause 8 any payment made by CESP HN pursuant to clause 2 for the supply of the telehealth facilities and equipment (Visionflex medical cart) to the Supplier shall be reimbursed by the Supplier on issuance of a credit note. CESP HN will provide a written notice in relation to any repayment/refund under this clause. The Supplier will issue a detail information sheet outlining any supply of the telehealth facilities and equipment ordered that could not be completed, payment received but not utilised under this agreement.

9. Warranty from the Supplier

- 9.1 The Supplier will supply and support installation of telehealth facilities and equipment (Visionflex medical cart) in this agreement for supply of hardware and software. Each telehealth facilities and equipment (Visionflex medical cart) come with its twelve (12) months manufacturer's warranty and the Supplier in support of the warranty claims from the Party agrees to manage all communications and warranty claims made during the period of warranty for telehealth facilities and equipment (Visionflex medical cart) supplied to the Party.
- 9.2 The warranty period for each telehealth facilities and equipment (Visionflex medical cart) shall be as per the product instructions and manual supplied by the manufacturer. The Supplier agrees to support the warranty under this clause provided to the Party and the benefits to other rights and remedies of the Party under the Australian Competition and Consumer Act 2010 and any other laws in relation to the telehealth facilities and equipment to which the warranty relates. The warranty: covers the telehealth facilities and equipment against faulty materials or workmanship, covers the replacement of parts, the repair labour used and costs, technical support attaching to the telehealth facilities and equipment replaced, repaired, a refund of the price of the telehealth facilities and equipment or other compensation during the warranty period.
- 9.2.1 The Warranty excludes any general IT Support services for any non-Visionflex products in this agreement.

10. Confidentiality

The terms of this Agreement are confidential and will not be disclosed to any person for any reason other than to the parties' professional advisers or as required by law.

11. Intellectual Property Rights

- 11.1 Each party acknowledges that the ownership of and all rights in relation to Intellectual Property of either party or any third party that pre-exist this Agreement are and remain the property of that party and that there is no change to any right, title or interest in such Intellectual Property by virtue of this Agreement.
- 11.2 The ownership of any Intellectual Property in the Activity Materials and Materials shared, produced as a result of this Agreement vests solely in the CESP HN on its creation.

a. **Activity Material** means, in respect of the Program, any Material (including any Intellectual Property rights in that Material):

- i. created for the purpose of the Program including the materials outlining the Program in this agreement (other than Intellectual Property Rights pertaining to telehealth facilities and equipment (Visionflex medical cart) purchased and supplied by the Supplier to the Party);
- ii. provided, or required to be provided, to CESP HN in respect of the Program (including Material that is required by Item 5 and the attachments in the Schedule to be provided to CESP HN in respect of the Program); or
- iii. derived at any time from the Material referred to in paragraphs (i) or (ii) of this definition;

b. **Material** means all CESP HN and RACFs Program materials, materials in this agreement, RACFs training materials (Film, Webinar), documents, discussion papers, sketches, research reports, survey results, diagrams, and other material prepared by CESP HN during this agreement excluding the Party internal business operational policies, manuals for their organisation use

Intellectual Property Rights means all industrial and intellectual property rights both in Australia and throughout the world, whether registered or not and whether now or devised in the future, and for the duration of the rights including any:

- i. Patents, copyright, registered or unregistered marks or service marks, trademarks, trade names, brand names, indications of source, or appellation of origin, registered designs and commercial names and designations, circuit layouts and database rights;
- ii. Ideas, processes, inventions, discoveries, trade secrets, know-how, computer software (both source code and object code), confidential information and scientific, technical and product information; and
- iii. Right to apply for or renew the registration of any rights.

12. Insurances

12.1 The Party and the Supplier must maintain at its own cost insurance policies with a reputable insurer to cover such risks and amounts as set out below and as per item 8 of the Schedule or as nominated by CESP HN from time to time and any and all liability of the Party and the Supplier respectively to CESP HN pursuant to this Agreement:

- i. General Public and Products Liability insurance covering legal liability to pay for personal injury and property damage arising out of or in connection with the performance of the services by the Party, and the Supplier under this Agreement, with a limit of cover not less than the amount stated in Item 8 of the Schedule;
- ii. Workers Compensation insurance in accordance with the requirements of, and for an amount of not less than the maximum amount specified in, relevant laws in respect of the Party's, and the Supplier's liability for any loss or claim by any person employed or otherwise engaged by it in or about the performance of the Services;

- iii. Professional indemnity insurance covering liability for any act, error or omission arising out of or in connection with the professional business practice of the Party, and the Supplier respectively, with a minimum of coverage of the amount stated in Item 8 of the Schedule;
- iv. Marine Cargo Insurance covering liability for any damages or loss to the telehealth facilities and equipment and
- v. Such other insurances necessary to cover the Party's, and the Supplier's obligations and risk in relation to the services, including adequate insurance to cover volunteers as per organisation requirement.

12.2 Entity insurances must cover all locations stated in the Agreement.

12.3 The Supplier must produce the policy or policies of insurance and certificates of currency to CESP HN when completing deliverable 1 as per the Schedule- Item 5- Table 1 and Item 8.

12.3.1 Other than the Marine Cargo insurance, each policy of insurance from the Supplier required by this clause must note the interests of CESP HN under this Agreement on the certificate of currency.

12.4 The Party must retain the insurances during the term of this agreement and upon request from CESP HN furnish a current certificate of insurance per clause 12.1 (i, ii, iii, and v).

12.5 The Supplier and the Party must maintain the insurance cover set out in Clause (12.1.) for a period of 7 years after termination of this Agreement in relation to insurance policies which are on a "claims made" basis.

12.6 CESP HN acknowledge the NSW Government's Treasury Managed Fund arrangements as sufficient for compliance with the insurance obligations of this Agreement.

13 Variation and waiver

- a. Unless this Agreement expressly states otherwise, this Agreement may only be amended in writing signed by all the parties.
- b. A provision of this Agreement may only be waived in writing signed by the person who has the benefit of the provision and who is therefore to be bound by the waiver.
- c. A waiver by one party under any clause of this Agreement does not prejudice its rights in respect of any subsequent breach of this Agreement by the other party.
- d. A party does not waive its right under this Agreement because it grants an extension or forbearance to the other party.

14 Relationship between the Parties

14.1 The Supplier's and RACF's relationship with CESP HN is that of an independent contractor.

14.2 Neither the Supplier and RACF nor CESP HN shall have and shall not represent that it has any power, right or authority to bind the other, or to assume or create any

obligation or responsibility, whether express or implied, on behalf of the other or in the other's name.

14.3 Nothing in this Agreement shall be construed as constituting the Supplier and RACF and CESP HN as partners, or as creating the relationship of employer and employee, master and servant or principal and agent between the parties.

15 Service of notice

Unless this Agreement expressly states otherwise, any notice:

- a. must be in writing, directed for the attention of the relevant party; and
- b. must be:
 - i. delivered;
 - ii. sent by pre-paid mail;
 - iii. emailed;

to the recipient's address, email address set out in this Agreement – Schedule -Item I, or to the address, email address last notified by the recipient in writing.

15.1 Receipt of notice

A notice given in accordance with clause 15 is treated as having been received:

- a. if delivered before 5:00pm (in the place it was delivered to) on a business day, on that day, otherwise on the next business day;
- b. if sent by mail, on the third business day (in the place it was sent from) after posting;
- c. if sent by email when the email is relayed by outlook; and

and the notice takes effect from the time it is received (or treated as received) unless a later time is specified in it.

16 Governing law and jurisdiction

16.2 This Agreement and the transactions contemplated by this Agreement are governed by the law enforced by New South Wales.

16.3 Each of the parties irrevocably submits to the jurisdiction of the Courts of New South Wales and all Courts called to hear appeals from the Courts of New South Wales in respect of this Agreement or its subject matter.

Executed as an Agreement

Signed for and on the behalf of EIS Health Limited

ABN 68 603 815 818 by its authorised representative:

Signature of Authorised Officer

Name of Authorised Officer (please print)

Position Held

Signed for and on the behalf of The Party (ABN XXX)

by its authorised representative:

Signature of Authorised Officer

Name of Authorised Officer (please print)

Position Held

Signed for and on the behalf of The Supplier (ABN XXX)

by its authorised representative:

Signature of Authorised Officer

Name of Authorised Officer (please print)

Position Held

Table 1: Deliverables and Timelines and Payment of Remuneration

Activity	Deliverables	Responsibility	Payment	Date due
1. Execution of MOA	<ul style="list-style-type: none"> Sign, date, and return to CESPHN signed MOA with Order Form for Visionflex medical cart and submit order form to CESPHN with the agreement and current insurances (clause 12 and item 8) from the Supplier 	The Party, Supplier, CESPHN		TBA
1.1 Completion of Data Sharing Consent Form - Annexure 3	<p>Provide consent in the form approved by CESPHN for data sharing to the ADHA and Department of Health and Aged Care and Aged Care Research and Industry Innovation Australia</p> <ul style="list-style-type: none"> Supplier submit their insurances per clause 12 	<p>The Party, CESPHN</p> <p>Supplier, CESPHN</p>		
2. Invoicing	Invoice CESPHN for telehealth facilities and equipment (Visionflex medical cart) per package ordered and per clause 3.4 and issue an invoice for 60% payment	Supplier		TBA
3. Payment	Pay invoice for telehealth facilities and equipment (Visionflex medical cart) per package ordered	CESPHN in favour of The Party	60%	TBA

4. Delivery of telehealth equipment	<p>Deliver, install telehealth facilities and equipment (Visionflex medical cart) as per package at agreed time between supplier and The Party and provide training, and education resources as outlined in clause 3.2, supply proof of evidence of itemised Medical Cart equipment supplied and issue an invoice for 40% payment</p> <p>Allow access to RACF premises for installation of the telehealth facilities and equipment (Visionflex medical cart); identify and select training (face-to-face, remote training) with the Supplier and send staff for training.</p>	Supplier RACF and Supplier	40%	TBA
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Item 6 Commencement Date

Item 7 End Date: (unless extended per clause 7 by the Party)

Item 8 Insurances

Public Liability - \$20 million (Supplier, and the Party)
Professional Indemnity- \$5 million (Supplier, and the Party)
Marine Cargo Insurance (Supplier)

Other than transit insurance, all other insurances stated above must be evidenced through the provision of a valid and current certificate of currency which notes the interest of CESPHN. The values stated above are required to be the value of a single incidence. It is preferred that there is no limit to the aggregate value of claims on the policy, but if there is a reference to a capped aggregate value, it must be at least double the value of the single incidence requirement listed above.

Workers Compensation - (as per legislative requirements) (Supplier, and the Party)

Item I: Notices

I.1 CESPHN's Contact details for legal notices:

Name	Nathalie Hansen
Position	Chief Executive Officer
Phone	1300 986 991
Email	n.hansen@cesphn.com.au
Postal Address	Tower A, Level 5, 201 Coward St, Mascot NSW 2020

I.2 The Party's contact details and address for legal notices:

Name	
Position	
Phone	
Email	
Postal Address	

I.3 The Supplier's contact details and address for legal notices:

Name	
Position	
Phone	
Email	
Postal Address	

I.4 CESPHN's contact details for operational, services and contract management queries:

Name	Dr Brendan Goodger
Position	General Manager Primary Care Improvement
Phone	1300 986 991
Email	b.goodger@cesphn.com.au

I.5 The Supplier's contact details for operational, services and contract management queries (Nominated Person):

Name	
Position	
Phone	
Email	

I.6 The Party's contact details and address for operational, services and contract management queries (Nominated Person):

Name	
Position	
Phone	
Email	
Postal Address	

I.7 CESPHN's contact details for invoicing purposes:

Entity Name	EIS Health Limited
ABN	68 603 815 818
Email	"upload via Folio"

I.7 Provider contact details for Folio checklists (Nominated Person):

Name	Priyanka Pandita and James Patterson
Position	Digital Health and residential aged care officer
Phone	0447318880
Email	p.pandita@cesphn.com.au j.patterson@cesphn.com.au

Annexure 1

Virtual Care Recommendations

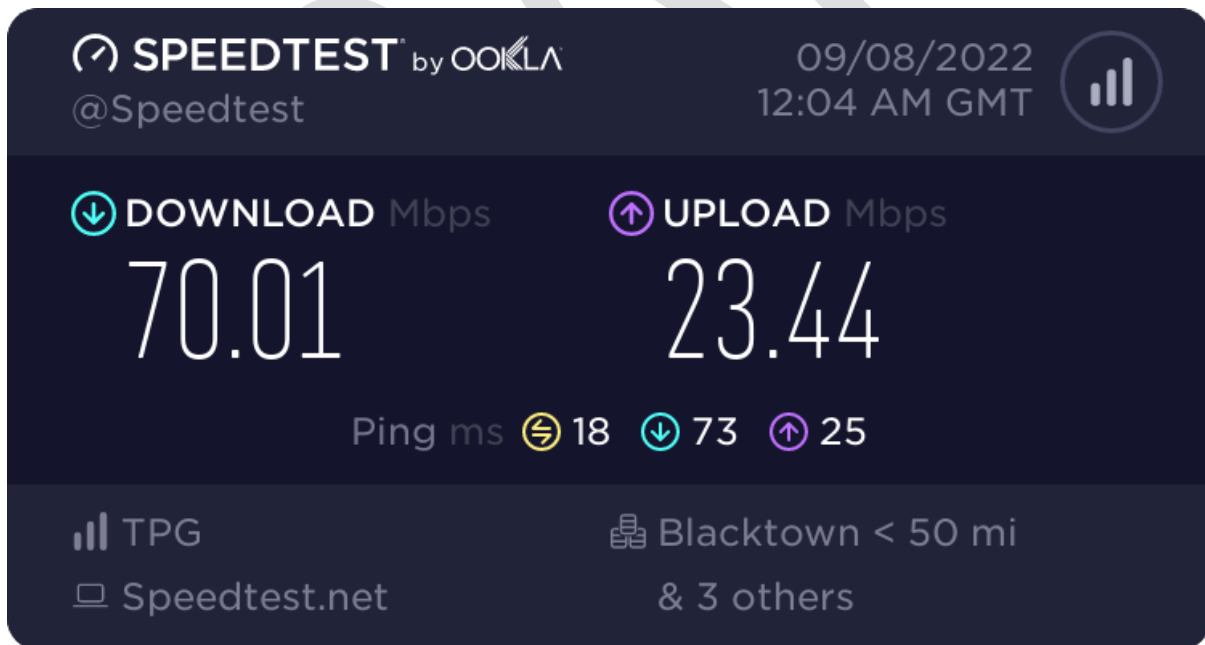
Internet connection requirements

A reliable and stable internet connection is essential to support the activities and smooth running of your residential aged care facility. A high-speed internet connection — ideally, broadband internet will enable you to achieve faster uploads for the running of clinical systems, computers, tablets and telehealth video consultations.

For telehealth or video calls, internet connection needs to meet the following 3 criteria:

	Minimum	Recommended for Telehealth
Latency/Ping	<150 milliseconds (ms)	<150 milliseconds (ms)
Download speed	0.8 Megabits per second (Mbps) WebEx: 1.0mbps minimum down for “High Quality” Teams: 1.5mbps recommended	1.1 Mbps or better WebEx: 2.5mbps minimum down for “High Definition” Teams: 4mbps best performance
Upload speed	0.35 Mbps WebEx: 1.5mbps minimum down for “High Quality” Teams: 1.5mbps recommended	0.7 Mbps or better WebEx: 3.0mbps minimum down for “High Definition” Teams: 4mbps best performance

You can test your speed and latency at <http://www.speedtest.net> . When the test completes, the results will look something like this:



Digital health technologies

Using digital health technologies, can result in timely access to primary health care professionals, support for the ongoing management of chronic conditions in senior Australians and potentially prevent hospitalisations.

Below is a digital health technologies checklist for RACFs to use as a guide for them to reach the recommended standards in digital health. These standards closely align to the Aged Care Quality Standards (ACQS) in providing residents with help to get the care and services they need for their health and wellbeing and facilitating timely access to primary care.

Digital health technology	Description	Software requirements	Hardware requirements
Telehealth	<p>Provides a web-based videoconferencing platform complementing face-to-face consultations to assist older Australians with complex chronic health needs. Benefits of using telehealth include:</p> <ul style="list-style-type: none"> • Improved and increased access to GPs, allied health professionals and specialists • Reduced travel, expense and time away from home (less distress for residents) • Reduced waiting times supporting faster diagnosis and appropriate treatment • Improved continuity and quality of care <p>For more information, visit https://www.health.nsw.gov.au/virtualcare/Pages/Virtual-care-in-NSW.aspx</p>	<ul style="list-style-type: none"> • Telehealth platforms include HealthDirect, ProEX Virtual Care Software, Vision telehealth Platform, Florence (TBA) 	<ul style="list-style-type: none"> • A desktop/laptop computer or tablet connected to internet with a camera (webcam), speaker and microphone • Visionflex medical cart including computer, wireless keyboard & mouse, Bluetooth speaker/microphone. Patient-facing HD camera on a telescopic pole, patient-facing monitor on a swing arm • Visionflex peripherals: Portable ECG heart monitor (3-wire), general examination camera (HD), Bluetooth fingertip pulse oximeter, Bluetooth blood pressure cuff
My Health Record	<p>A secure online summary of an individual's health information for all Australians. Healthcare providers and consumers can access timely information about their health including shared health summaries, discharge summaries, prescription and dispense records, allergies and adverse drug reactions, pathology and diagnostic imaging reports, immunisation records and advance care planning (ACP). Benefits of using MHR include:</p> <ul style="list-style-type: none"> • Improved clinical decisions and better health outcomes • Fewer adverse medicine events • Preventable hospital admissions • Easy upload of residents' health information • Nominated and authorised representatives can view or help manage as resident's MHR <p>For more information, visit www.myhealthrecord.gov.au</p>	<ul style="list-style-type: none"> • Accessed via provider portal (web-based) or integrated into conformant clinical information systems (e.g. Leecare, iCare, eCase, AutumnCare) 	<ul style="list-style-type: none"> • Desktop or laptop computer connected to the internet • Point-of-care solutions such as smartphone (mobile) or tablet
Secure Messaging	<p>Allows for the timely exchange of secure and private clinical information. With increased usage of digital communications, it is important to note that exchange of clinical information should be kept confidential and be</p>	<ul style="list-style-type: none"> • Web-based secure messaging vendors e.g. 	<ul style="list-style-type: none"> • Desktop or laptop computer connected to the internet

	<p>delivered in a timely manner to enhance a patient's health outcomes. Benefits of using secure messaging include:</p> <ul style="list-style-type: none"> • Encrypted messages via internet • Automated system notification of delivery • Can only be delivered to treating clinician 	Argus, Healthlink and Medical Objects or integrated into conformant clinical information systems	
Electronic National Residential Medication Chart (eNRMC)	<p>Is an electronic medication management system used to electronically prescribe medicines in residential care facilities, without the need for paper prescriptions. Benefits of upgrading to eNRMC include:</p> <ul style="list-style-type: none"> • Improvements to medication safety in line with regulation and policies • Better communication about a resident's medicines and known allergies during transitions of care e.g. admission into hospital • Transparency and accountability for prescribing and administration • Efficient workflows and more focus on patient-centred care • Less paperwork • Easier to access and compile medicines-related information for National Aged Care Mandatory Quality Indicator Program (QI Program) or accreditation purposes 	<ul style="list-style-type: none"> • Subscription to eNRMC system e.g. Webstercare, BestMeds. 	<ul style="list-style-type: none"> • Desktop or laptop computer connected to the internet

DRAFT

Annexure 2

Telehealth facilities and equipment Order form

Facility Name and Address	
Facility Manager's Name	
Contact Phone / Email	

The Party and CESP HN have agreed the Party will purchase telehealth facilities and equipment (Visionflex medical cart) set out in package follows:

Package– Visionflex Medical Cart

Components	Value (Ex GST)
AIO CART PROHD: AIO Professional Cart Including:	\$10232.00
Medical Grade Cart with Drawer	
Dell AIO Computer, 24", Intel-i5, 256/16GB, Win11Pro	
Wireless keyboard & Mouse	
Bluetooth Speaker/Microphone	
Patient Facing HD Camera on Telescopic Pole	
Patient Facing Monitor on Swing Arm	
ProEX Virtual Care Software - 12 Month Subscription:	\$4788.00
Access to the ProEX Virtual Care Software.	
Access to the Vision Telehealth Platform.	
Live virtual staff training sessions.	
Virtual set up training and support resources.	
Access to ProEX and Vision software updates.	
Support for all Visionflex provided devices.	
Peripherals:	
VFECG3W1.01: Portable ECG Heart Monitor, 3-Wire	\$745.00
VFGEISKIT.01: GEIS General Examination Camera HD	\$2125.00
VFPULSEOX1.01: Fingertip Pulse Oximeter - Bluetooth	\$336.00
VFBLOODP2.01: Blood Pressure Cuff - Bluetooth	\$324.00

.....
Signed by the Party's authorised personnel per item 1.6 - Item 1- Notices

.....
Signed by CESP HN's authorised personnel per item 1.4 -Item I-Notices or as authorised otherwise by authorised personnel in item 1.4.

Dated:

Annexure 3

CONSENT TO SHARE IDENTIFIED DATA TO A THIRD PARTY

By signing this consent, you acknowledge and authorise the sharing of your organisations identified data to third parties being the Australian Digital Health Agency (ADHA) and Aged Care Research and Industry Innovation Australia (ARIIA) for the purpose of the following:

- Review, evaluation, planning, and implementation of education and training
- Connect the organisation with the ADHA to facilitate the adoption of My Health Record. This may include but is not limited to identifying the appropriate personnel by name, role, contact number and email.
- Identify your organisation by address/location.

(The Purpose)

USE, ACCESS, AND DISCLOSURE

I understand that the data shared to a third party will remain identified and all personnel and organisation details will remain confidential.

I understand that the third party will be able to access data that originates from our organisation.

I understand there will be no sharing of or access to patient or resident health data or records.

Organisation name _____

Authorised contact person _____

Sign _____ date _____

CESPHN contact name _____

Sign _____ date _____