

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

CESPHN INTERNAL INFORMATION ONLY

Contract Name	Palliative Care Residential Aged Care Home Education and Quality Improvement Program
Service Providers	The Party:

Memorandum of Agreement

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

Between

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

And

The **[Enter Party Name]** (“**The Party**”) described in **Item 2** 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.

“The Program”.

- c. This MOA sets out agreement between the Party and CESPHN for the Party to participate in the Palliative Care Residential Aged Care Home (RACH) Education and Quality Improvement (QI) Program.
- d. The aim of the Palliative care RACH Education and QI Program is to support RACHs to strengthen their knowledge, skills, and capability of their workforce to deliver high quality, person-centred palliative and end of life care to residents, their families, and carers.
- e. This program is a comprehensive, incentivised initiative to support RACHs to complete in-practice education and QI activities related to palliative care.
- f. To successfully complete the Palliative Care RACH Education and QI program, participating RACHs must:
Complete the following activities:
 - Complete in person training and education at the RACH
 - Complete ten (10) ELDAC developed After Death Audits
 - Complete two of the three ELDAC developed toolkits on Residential Aged Care - Clinical CareToolkits include:
 - Recognise End of Life
 - Provide Palliative Care
 - Manage Dying
- g. Submit the After Death Audit and Toolkit Confirmation Completion Template using the CESPHN reporting template.
- h. Ensure relevant staff attend RACH specific training session.
- i. Ensure all participating staff complete the programs evaluation surveys.

This grant opportunity is available to RACHs who:

Eligible Applicant Types

To realise operational efficiencies, the program will accept applications from:

A. Single-Site RACH Organisations

- Your organisation operates **one (1)** Residential Aged Care Home within the CESPHN region
- You may apply for funding for **this single facility**

B. Multi-Site Aged Care Organisations

- Your organisation operates **two (2) or more** RACHs within the CESPHN region
- You may apply for funding for **each single facility on separate application forms**
 - **Separate education sessions**
 - **Separate quality improvement activities**

Combined education session(s) for multi-site organisation can be considered (a minimum of 3-4 clinical staff from each site need to attend).

If relevant to your organisation, please reach out to agedcare@cesphn.com.au

It is Agreed as follows:

2. CESPHN's Obligations and Funding

2.1. CESPHN will:

- (a) Fund the Program. The funding provided under the agreement is for the Party and its Personnel (as defined in clause 8) to complete the activities, attend the assigned education and training, reporting and program evaluation under **Annexure 1**.
- (b) Pay the Party on issuance of a tax invoice per Clause 3.3. This remuneration as outlined in **Item 3** of the Schedule consists of one payment payable according to **item 4 - Table 1 Deliverables and Timelines and Payment of Remuneration**. It is a fixed sum for the duration of the agreement.

2.2. The funds must be utilised and spent during the 6 months from signing this agreement.

2.3. CESPHN will review this agreement within three (3) weeks from the Commencement Date stated in **Item 5** of the Schedule to determine how the Program delivery is progressing as agreed under this agreement.

2.4. CESPHN will provide RACHs with ELDAC and CESPHN reporting templates for the QI activities.

2.5. To assist the Party to achieve the program deliverables, CESPHN will be responsible for the following:

- 2.5.1. Send participants ELDAC After Death Audits template and the CESPHN developed Death Audit and Toolkit Completion template.

- 2.5.2. Support training and education that will be delivered by Sydney local health district (SLHD) and South Eastern Sydney Local health district (SESLHD) palliative care specialist teams who will be completing the training session.
- 2.5.3. Provide RACHs within SESLHD with the post education session evaluation survey.
- 2.5.4. Send all participating staff an online evaluation form, which must be submitted at the end of the program.

3. The Party's Obligations

3.1. The Party must:

- 3.1.1. Complete all program activities listed in **Annexure 1**.
- 3.1.2. Complete all program deliverables as described in **Item 4** of the Schedule, Table 1.
- 3.1.3. Ensure the completion of reporting documents developed by ELDAC and CESPHN.
- 3.1.4. Return Death Audit and Toolkit Completion template developed by CESPHN.
- 3.1.5. Ensure all staff involved in the program submit the online program evaluation survey form to provide feedback and reflect on their learnings.

3.2. Notwithstanding the obligations on the Party set out in substantive clauses 8 Confidentiality and 9 Intellectual Property, the Party must:

- i. Only collect and use data for the purposes of:
 - Carrying out the Activities;
 - Complying with requirements under this agreement; and
 - Any other purpose contemplated by this agreement and agreed between the Party and CESPHN.
- ii. Maintain the security, integrity and confidentiality of data, including ensuring that any employees, contractors, or consultants who create, access or handle data comply with [confidentiality clause] and [privacy legislation] to prevent any misuse, unauthorised access or disclosure of the data.
- iii. Collect data of high quality (i.e. complete, accurate, timely, consistent).
- iv. Seek and record informed consent from clients to collect their personal information.
- v. Not use, release or publish data owned by CESPHN to any third party without the prior written approval of CESPHN.

3.3. The Party will issue a valid tax invoice to CESPHN detailing the following:

Party Entity Name:
 ABN:
 Address:
 Contact:
 Email:
 Invoice in favour of the Party:
 Invoice Amount:
 Invoice Number:
 Details of spend
 Invoice Date:
 GST Amount:

3.4 For the avoidance of doubt,

- 3.4.1 The Party agrees to refund any monies on occurrence of any of the following event:
- a. The Party is unable to complete the deliverables as per **Item 4** of the Schedule and the agreement is terminated.
 - b. The Party terminating this agreement.
- 3.4.2 CESPHN will not be required to pay any Funding to the Party if the relevant grant (or part thereof) from the Commonwealth is withdrawn, cancelled, reduced or otherwise not received by CESPHN, or if the Commonwealth Funding Agreement is terminated. CESPHN will immediately notify the Party of any such occurrence and the parties will negotiate in good faith the reduction of the deliverable as per **Item** of the Schedule or termination of this Agreement according to Clause 7 Termination.

3.5 The funds paid must be utilised during the term of this agreement unless an extension of time is agreed with CESPHN in accordance with Clause 6.

4. Term

CESPHN and the Party (The Parties) agree to the following terms in relation to Term:

4.1. Term between the Party and CESPHN:

This agreement shall commence on the Commencement Date stated in **Item 5** of the Schedule and is for a duration of 12 months unless terminated earlier in accordance with Clause 7 in this agreement or extended under Clause 6. The expected completion date is by the End Date as per **Item 6** of the Schedule.

4.1.1. This Agreement can be extended by CESPHN 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 6. The Party and CESPHN will complete and sign an extension of time form.

5. Remuneration

5.1. The Party must submit to CESPHN an invoice in respect to the deliverables completed as per **Item 4** of the Schedule:

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

5.2. Subject to Clause 5.3, CESPHN must pay the amount of the invoice within 30 days of receipt, into the bank account nominated by the Party for that purpose.

5.3. If CESPHN disputes the invoice issued by the Party, then:

- a. CESPHN must serve notice on the Party setting out the nature of the dispute and the amount which CESPHN asserts should be the amount of the relevant invoice;
- b. If the Party has not replied to CESPHN's notice within 5 business days of the date on which the notice is issued, then the Party 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 Party does not accept the amount nominated by CESP HN in the notice served by CESP HN pursuant to Clause 5.3, then the Party must, within 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 of the Party within a further period of 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 Party, 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 Party.

6. Extension of Time

6.1. The Party can seek an extension of time to deliver the agreed deliverables set out in **Item 6** of the Schedule and any extension must be in writing given to CESP HN prior to end of the 12 months of this contract and this notice is to be issued two [2] month in advance. The extension of time shall include date of deliverables in **Item 4** of the Schedule-Table 1, and

6.1.1 extension of the End Date.

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

7. Termination

7.1. 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 and where the party fails to remedy such default within seven (7) days of notice specifying the failure and requiring it to be remedied

7.2. CESP HN may terminate this Agreement immediately by notice to the Party 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 Party is unable or unwilling to satisfy the terms of this Agreement.

7.3. CESP HN may terminate this Agreement by written notice if an insolvency event occurs in relation to the Party:

- a. The party 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 assets;
- c. The party 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
- e. Anything having a substantial or similar effect to any of the events specified above happens under the law applicable to this Agreement.

7.4. Subject to Clause 7 any payment made by CESP HN pursuant to Clause 2 shall be reimbursed by the Party on issuance of a credit note. CESP HN will provide a written notice in relation to any repayment/refund under this Clause.

8. Confidentiality

8.1. Parties to this agreement undertake to observe all privacy requirements when engaging in activities under this Agreement in accordance with the Privacy Act 1988 (Cth) (Privacy Act), Australian Privacy Principles 2019; the Health Records and Information Privacy Act 2002 (NSW) (HRIP Act), Health Privacy Principles 2021; the Privacy and Personal Information Act 1998 (NSW) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth). The terms "personal information" and "health information" have the same meaning as is given to them in the Privacy Act and the HRIP Act.

8.2. The Party undertakes to inform CESP HN immediately on becoming aware that any breach of privacy or security relating to information under its control has occurred.

8.3. Notwithstanding any other Clause in this Agreement, the Party expressly consents to the disclosure of its identity to the Commonwealth Department of Health with such consent extending to allowing the Commonwealth to publish information about the Provider, including its identity and the existence and nature of the Services under this Agreement.

8.4. The Party must:

- a. ensure that all Confidential Information is kept confidential and is not copied, published, disclosed or discussed with any person other than its Personnel who have a need to know and its authorised representatives;
- b. not use any Confidential Information except as required for the purpose of this Agreement and providing the Services;
- c. not disclose any Confidential Information except as required by law;
- d. if required by CESP HN ensure the Party's personnel enter into a deed of confidentiality with CESP HN in a form prescribed by CESP HN.

In this agreement, the meaning of the words Confidential Information, and Personnel means as follows:

Confidential Information means information pertaining to this agreement disclosed to the party by CESP HN; and information pertaining to this agreement disclosed by the Party to CESP HN. Information disclosed by the parties to this agreement to each and other are either Confidential Information or information relating to Intellectual Property Rights.

Personnel means contractors, subcontractors, consultants, suppliers, employees, agents and other persons engaged by the Contractor.

9. Intellectual Property Rights

9.1. 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.

9.2. 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 including the Intellectual Property Rights pertaining to Quality improvement Toolkit for Advance Care Planning and Quality improvement Toolkit for Palliative and End-of-Life Care;
- ii. provided, or required to be provided, to CESP HN in respect of the Program (including Material that is required by Item 4 of the Schedule 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 Program materials in this agreement, CESP HN training materials (Film, Webinar), documents, discussion papers, sketches, research reports, survey results, diagrams, and other material prepared by or for CESP HN during this agreement excluding any materials created by the Party, including any internal business operational policies, procedures, guidelines, or 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.

9.3 For the avoidance of doubt, ownership rights in the Palliative Care General Practice education and training materials owned by Sydney local health district (SLHD) and South Eastern Sydney Local health district (SESLHD) are reserved and retained for these organisations. Any further use or use in future beyond the period of this agreement is not

permitted unless the party wishes to use those materials in their practice seeks permission from the respective owners of the Intellectual Property.

10. Insurances

- 10.1. The Party 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 7** of the Schedule or as nominated by CESP HN from time to time and any and all liability of the Party 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 under this Agreement, with a limit of cover not less than the amount stated in **Item 7** 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 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 with a minimum of coverage of the amount stated in **Item 7** of the Schedule;
 - iv. Such other insurances necessary to cover the Party's obligations and risk in relation to the services, including adequate insurance to cover volunteers as per organisation requirement.
- 10.2. Entity insurances must cover all locations stated in the Agreement.
- 10.3. 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 10.1 (i, ii, iii, and iv).
- 10.4. The Party must maintain the insurance cover set out in Clause (10.1.) for a period of 7 years after termination of this Agreement in relation to insurance policies which are on a "claims made" basis.
- 10.5. CESP HN acknowledge the NSW Government's Treasury Managed Fund arrangements as sufficient for compliance with the insurance obligations of this Agreement.

11. 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.

12. Relationship between the Parties

- 12.1. The Party's relationship with CESP HN is that of an independent contractor.
- 12.2. Neither the Party 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.
- 12.3. Nothing in this Agreement shall be construed as constituting the Party and CESP HN as partners, or as creating the relationship of employer and employee, master and servant or principal and agent between the parties.

13. 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.

13.1 Receipt of notice

A notice given in accordance with Clause 13 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.

14. Governing law and jurisdiction

- 14.1. This Agreement and the transactions contemplated by this Agreement are governed by the law enforced by New South Wales.
- 14.2. 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

Schedule

Item 1	Date of Agreement	The	day of	2026
Item 2	The Party Name of the Party: ABN: Address: Contact: Email:			
Item 3	Funding			
	Grant funding offered to RACH sites located within the CESP HN region: (Select one of the two per contract. And delete a site not applicable)) <ul style="list-style-type: none"> • Single site RACH organisations \$1, 500 for one facility. • Multisite RACH aged care providers \$1, 500 for each facility (on separate application forms). Funding will be paid in a single instalment at the end of the program, based on the approved grant amount (excluding GST). The payment of this funding is subject to completion of deliverables in Item 4- Table 1 Deliverables and Timelines and Payment of Remuneration and the Party will issue a tax invoice as per Clause 3.3.			
Item 4	Outcome CESPHN will offer funding to support the Palliative Care RACH Education and QI Program. CESPHN and The Party will support this program as per their respective obligations in this agreement and complete the deliverables outlined in Table 1. Deliverables and Timelines and Payment of Remuneration which are to be completed in expected timeframe.			

Table 1: Deliverables and Timelines and Payment of Remuneration

Activity	Deliverables	Responsibility	Payment	Date due
1. Execution of MOA	Sign, date, and return to CESP HN signed MOA	The Party		Enter Date
2. Face-to-face education and	Completion of training and education session, as per Annexure 1.	Party and CESP HN		Enter Date

training session.				
3. Quality improvement activities and reporting	<p>Completion of 10 ELDAC After Death Audits and Each participant in the program must complete two of the three ELDAC developed toolkits on Residential Aged Care - Clinical Care</p> <p>Toolkits include:</p> <p>Recognise End of Life Provide Palliative Care Manage Dying</p> <p>as per Annexure 1.</p> <p>Return via email of CESP HN developed After Death Audit and Toolkit Completion Template.</p>	The Party		Enter Date
4. Complete Evaluation	<p>All participating staff complete a program evaluation survey.</p> <p>Submit invoice for 100% payment.</p>	The Party	\$	Enter Date

Item 5 Commencement Date:

Item 6 End Date: (unless extended per Clause 6 by the Party)

Item 7 Insurances

Public Liability - \$20 million
Professional Indemnity- \$5 million
Cyber liability insurance- to be assed by the Party insurance company

Other than cyber liability, all other insurances stated above must be evidenced through the provision of a valid and current certificate of currency which notes the interest of CESP HN, if requested by CESP HN. 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 caped aggregate value, it must be at least double the value of the single incidence requirement listed above.

Workers Compensation - (as per legislative requirement)

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

Name	Rebecca Taylor
Position	Palliative Care Project Officer
Phone	
Email	

I.4 The Party's contact details and address for operational, services and contract management queries (Nominated Person):

Name	
Position	
Phone	
Email	
Postal Address	

I.5 CESPHN's contact details for invoicing purposes:

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

Annexure 1

Program activities

Successful RACHs will be required to complete the following key activities in the below order.

Target Audiences

- Facility and Clinical Managers,
- Registered Nurses (RNs),
- Enrolled Nurses (ENs),

1. Onsite RACH Education Session

A face-to-face education session will be delivered by Local Health District (LHD) specialist palliative care staff at the participating RACH. Sessions will run for approximately **1.5 hours** and will be provided in a **lunch-and-learn format**.

This session must be attended by **at least 4 target staff members** (e.g. RN, EN, Facility and Clinical Managers).

Session Content

Palliative care physician and medical educators Dr Hayley Worth (SESLHD) and Dr Cory Lou (SLHD) are offering education sessions to support Residential Aged Care Home staff in delivering high-quality palliative and end-of-life care.

Sessions will cover:

- Recognising clinical deterioration
- Identifying when a resident may be entering the end-of-life phase
- Practical approaches to symptom assessment and management
- Supporting conversations with residents and families about:
 - Goals of care
 - Advance care planning
- After-hours escalation and communication pathways
- Medication management in the last days of life
- Supporting families and staff through bereavement

Sessions are tailored to the RACH environment and aim to build staff confidence and practical skills in caring for residents at the end of life.

*RACH located in SESLHD will be required to complete a post education session evaluation form as part of the BEACON Project which will be provided on the day of the session.

2. Palliative Care Quality Improvement Activities

Required Activities

RACHs will be required to complete two ELDAC (End of life Directions for Aged Care) QI activities

1. Ten (10) completed After death audits via the ELDAC developed template per RACH.
Found here: [ELDAC After Death Audit Residential V2](#)
2. Each participant in the program must complete two of the three ELDAC developed toolkits on Residential Aged Care - Clinical Care
Toolkits include:
 - Recognise End of Life

- Provide Palliative Care
- Manage Dying

Link to Toolkits here: [Clinical Care - Residential Aged Care](#) *

*Guidance on completing the ELDAC toolkits will be sent out to each applicant

An After Death Audit and Toolkit Completion Confirmation Template and a brief reflective summary must be returned upon completion of the project.

Death Audit and Toolkit Confirmation Completion Template here

3. Program evaluation

All RACH staff participating in the program will be required to submit an online evaluation survey on conclusion of the program. The evaluation will capture participant feedback and reflections on learning outcomes.