

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

**CESPHN INTERNAL INFORMATION ONLY**

<b>Contract Name</b>	Intellectual Disability Primary Care Inclusion Program
<b>Service Providers</b>	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.
- c. This MOA sets out agreement between the Party and CESPHN for the Party to participate in the Intellectual Disability Primary Care Inclusion Program.

#### “The Program”.

- d. The Intellectual Disability Primary Care Inclusion Program aims to enhance, support, and build capacity of primary care providers to effectively care for patients with intellectual disability and assist their families and carers.
- e. This program is an incentivised initiative to support general practices to complete two Quality Improvement activities related to intellectual disability health care. Funding will be provided across two payments as outlined in the agreement below.
- f. To successfully complete the Intellectual Disability Primary Care Inclusion Program, participating practices must:
  1. Complete the following Quality Improvement activities:
    1. Data cleanse and code patients with intellectual disability in clinical software.
    2. Conduct an Annual Health Assessment (AHA) audit and developing a recall and reminder process for patients identified with intellectual disability that have not had an AHA in the last 12 months. .
  2. Report deidentified data from the Quality Improvement Activities using the reporting template.
  3. Ensure all participating staff complete a program evaluation survey.
- g. Eligibility criteria:
  - Not have previously participated in the Primary Care Intellectual Disability Inclusion Program in earlier delivery cycles.
  - Participating general practices must be located within the CESPHN region.
  - And participating practices must use the data extraction tool POLAR to complete the Quality Improvement activities.

**It is Agreed as follows:**

## **2. CESPHN's Obligations and Funding**

2.1 CESPHN will:

- (a) Fund the Program. The funding provided under this agreement supports the Party and its staff to complete the Quality Improvement activities, and reporting and program evaluation as outlined in **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 two payments payable to the Party 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 12 months from signing this agreement.

2.3 CESPHN will review this agreement within three (3) weeks from signing the agreement. This is to ensure that the Party who has signed the contract will complete the activities as per Annexure 1 after the Commencement Date stated in **Item 5** of the Schedule.

2.4 CESPHN will support completion of Quality Improvement activities at the location specified by the Party.

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

- 2.5.1 Provide support from a CESPHN Intellectual Disability Educator and Service Navigator to complete the Quality Improvement activities.
- 2.5.2 Provide practices with a data reporting template – **Annexure 2** to report on quality improvement activities
- 2.5.3 Send all practice staff participating in the Intellectual Disability Primary Care Inclusion Program an online program evaluation form, which must be submitted at the end of the program.

## **3. The Party's Obligations**

3.1. The Party will:

- 3.1.1. Complete all program activities listed in **Annexure 1**.
- 3.1.2. Complete all program deliverables as listed in **Item 4** of the Schedule, Table 1.
- 3.1.3. Submit the Quality Improvement activity reporting template at **Annexure 2** to report and provide the following de-identified data:
  - Total number of patients identified with 'intellectual disability' as a diagnosis before and after QI activity.
  - Demographics, including the number of patients with intellectual disability who identify as Aboriginal or Torres Strait Islander or are from multicultural backgrounds.
  - Number of patients identified with intellectual disability who have completed an AHA within the last 12 months.
  - Number of patients with intellectual disability identified as needing a reminder for an Annual Health Assessment.
  - Any reasonable adjustments made to recall and reminders for patients with intellectual disability.
- 3.1.4. .
- 3.1.5. Ensure all staff involved in the program submit the online program evaluation 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:
1. Only collect and use data for the purposes of:
    - Carrying out the activities.
    - Complying with requirements under this agreement.
    - Any other purpose contemplated by this agreement and agreed upon by the Party and CESPHN.
  2. 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.
  3. Collect data of high quality (i.e. complete, accurate, timely, consistent).
  4. Seek and record informed consent from clients to collect their personal information.
  5. Seek and record informed consent from clients for CESPHN to use their de-identified information De-identified data reported to CESPHN will be provided to external evaluators commissioned by Department of Health, Disability and Ageing for evaluation of the [Primary Care Enhancement Program](#).
  6. Not 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 and cost of each telehealth facilities and equipment purchased by the Party and details of the Party Name  
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 cancelling the order form and 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 4** 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 three (3) 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 CESPHN for the varied amount;
- c. If the Party does not accept the amount nominated by CESPHN in the notice served by CESPHN pursuant to Clause 5.3, then the Party must, within 5 business days of issue of CESPHN's notice of dispute, inform CESPHN that a meeting is to be convened between a representative of CESPHN 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 CESPHN 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 CESPHN 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 one [1] 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 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.

7.3 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 services information obtained, divulged, used by the Party and reportable in the forms outlined in this agreement. This includes any information stored online on medical software, POLAR, PEN CS, any other system the party uses, and paper based client files retained in hardcopies.

**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 (other than Intellectual Property Rights pertaining to Intellectual Disability Primary Care Inclusion Program.
- 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 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.

## 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

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

14.3 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



**Item 7****Insurances**

Public Liability - \$20 million

Professional Indemnity- \$5 million

Cyber liability insurance- to be assed by the Party insurance company

All insurances stated above must be held and maintained through the provision of a valid current certificate of currency. 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 requirements)

**Item I: Notices**

I.1 CESP HN's Contact details for legal notices:

<b>Name</b>	Nathalie Hansen
<b>Position</b>	Chief Executive Officer
<b>Phone</b>	1300 986 991
<b>Email</b>	<a href="mailto:n.hansen@cesphn.com.au">n.hansen@cesphn.com.au</a>
<b>Postal Address</b>	Tower A, Level 5, 201 Coward St, Mascot NSW 2020

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

<b>Name</b>	
<b>Position</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Postal Address</b>	

I.3 CESP HN's contact details for operational, services and contract management queries:

<b>Name</b>	
<b>Position</b>	
<b>Phone</b>	
<b>Email</b>	

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

<b>Name</b>	
<b>Position</b>	
<b>Phone</b>	
<b>Email</b>	
<b>Postal Address</b>	

I.5 CESP HN's contact details for invoicing purposes:

<b>Entity Name</b>	EIS Health Limited
<b>ABN</b>	68 603 815 818
<b>Email</b>	"upload via Folio"

I.6 Provider contact details for Folio checklists (Nominated Person):

<b>Name</b>	
<b>Position</b>	
<b>Phone</b>	
<b>Email</b>	

# Annexure 1

## Program activities

To successfully complete the Intellectual Disability Primary Care Inclusion Program, participating practices must:

1. Complete **two** Quality Improvement Activities, listed below.
2. Report on program outcomes using the reporting template -Annexure 2
3. Ensure all relevant staff complete a program evaluation form.

## Quality Improvement Activities

CESPHN will provide templates and one-on-one support to complete the Quality Improvement (QI) Activities. Practices must complete both QI Activities.

Participating practices must use the data extraction tool POLAR to complete the Quality Improvement activities.

**Quality Improvement Activity Suite** (GP, Practice Manager, Practice Nurse)

**Delivered by:** CESPHN Service Navigator

**Activities:**

1. Cleanse and code data for patients with intellectual disability in clinical software.
2. Conduct an Annual Health Assessment (AHA)audit and developing a recall and reminder process for patients with intellectual disability that have not had an AHA in the last 12 months.

## Reporting requirements

Participating practices will be required to provide deidentified data from the Quality Improvement activities. This deidentified data from Quality Improvement activities includes:

QI Activity 1:

- Total number of patients identified with 'intellectual disability' as a diagnosis prior to commencing QI activities.
- Total number of patients identified with 'intellectual disability' as a diagnosis post completion of QI activities.
- Number of patients identified with intellectual disability that are Aboriginal or Torres Strait Islander or are from multicultural background.

QI Activity 2:

- Total number of patients identified with intellectual disability who have completed an Annual Health Assessment(AHA) within the last 12 months.
- Number of patients identified with intellectual disability who have not completed an AHAt in the last 12 months and need to be reminded

## Program evaluation

All practice staff participating in the Intellectual Disability Primary Care Inclusion Program will be required to submit an online evaluation survey on completion of the program. The evaluation will seek feedback on the program and ask participants to reflect on their learnings.

## Annexure 2

### Quality Improvement (QI) Activities – Deidentified data

Participants will be required to provide the following data on completion of the quality improvement activities.

Reporting requirement	Data
<b>Quality Improvement Activity 1</b>	
Using POLAR, list the total number of patients identified with 'intellectual disability' as a diagnosis <b>prior to</b> commencing QI activities.	
Using POLAR, list the total number of patients identified with 'intellectual disability' as a diagnosis <b>post</b> completion of QI activities.	
Number patients identified with intellectual disability that are Aboriginal or Torres Strait Islander or from a multicultural background.	
<b>Quality Improvement Activity 2</b>	
Total number of patients identified with intellectual disability who have completed an Annual Health Assessment (AHA) within the last 12 months.	
Number of patients identified with intellectual disability who have <b>not</b> completed an AHA within the last 12 months and need to be <b>recalled</b> .	