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**TELEHALTH GRANTS FOR RESIDENTIAL AGED CARE FACILITIES (RACFs)**

**Application and Grant Funding Agreement Form for RACFs**

**Please return this completed form BY 02/06/2023 to CHN to apply for the Grant.**

**Grant Funding Agreement**

**Between**

**the CAPITAL HEALTH NETWORK**

**and**

**[RACF LEGAL NAME]**

## Parties to this Agreement

**RACF details (The Grantee) All fields must be completed unless not applicable**

|  |  |  |  |
| --- | --- | --- | --- |
| **RACF name** |  | | |
| **RAC ID** |  | | |
| **RACF address** |  | | |
| **Suburb:** | **State:** | **Postcode:** |
| Postal address *(if different from above)* |  | | |
| **RACF email** |  | | |
| **Fax** *(if applicable)* |  | | |
| **RACF phone number (including area code)** |  | | |
| **Full legal name of Grantee** |  | | |
| **Trading name or business name** |  | | |
| **Australian Business Number (ABN)** |  | | |
| **Australian Company Number (ACN)** |  | | |
| **Registered for Goods and Services Tax (GST)** | Yes; Date from which GST registration was effective\_\_\_\_\_\_\_\_\_\_\_\_\_  No | | |
| **Legal entity type (e.g. individual, incorporated association, company, partnership etc)** |  | | |
| **RACF compliance status**  **(as of <insert date of application>)** |  | | |
| **RACF’s bank account details**  *Account where the grant money is to be paid to.*  *The Grantee must ensure that the Grant is held in an account in the Grantee’s name and which the Grantee controls, with an authorised deposit-taking institution authorised under the Banking Act 1959 (Cth) to carry on banking business in Australia.* | **Name of bank, building society or credit union:** | | |
| **Account Name:** | | |
| **Branch number (BSB):** | | |
| **Account number:** | | |

This Grant Agreement is made

BETWEEN CAPITAL HEALTH NETWORK (CHN)

AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (ABN) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Grantee)

## Background

Capital Health Network (CHN), ACT Primary Health Network through funding from the Department of Health and Aged Care (DOHAC), offers Telehealth grants to Residential Aged Care Facilities (RACFs) in the ACT to improve telehealth capacity within the facilities.

Funding will be provided before **30 June 2023**. All purchases need to be completed **within 2 months** from the date the Grantee receives funding.

This is a **ONE-OFF** funding amount and is **NOT** available as an ongoing funding.

Applicants must not assume their Grant application will be successful or enter commitments based on that assumption before receiving formal notification of the outcome of their application and confirmation from CHN.

## Scope of this Agreement

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

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

## Grant Details [Grant reference number]

* 1. **Objective of the Grant**

This funding is to assist the Grantee to purchase equipment to improve telehealth capacity within the facility.

The objectives of this funding are to:

1. Improve access to GPs and other healthcare professionals for better management of chronic conditions, general wellbeing, and other preventative purposes.
2. Access to the right care at the right time.
3. Reduce potentially preventable ED presentations and/or hospital admissions.

The intended outcome of the grant is to assist RACFs to be equipped with an appropriate level of equipment to enable quality virtual care.

* 1. **Eligibility criteria**

To be eligible to receive funding, applicants must meet all the following requirements:

1. Be identified legally as a RACFs.
2. Have an ABN.
3. Be registered for the purposes of GST.
4. Be located within the boundaries of the ACT region.
5. Have completed the digital health readiness survey previously provided by CHN.
6. Be able to demonstrate how you plan to support residents and visiting primary health care professionals to participate in telehealth consultations, and their optimal use of telehealth equipment in a shared care model of health management.
7. Provide consent for CHN to inform other service providers, including but not limited to GRACE, PEACE, CALMS, RADAR of the telehealth equipment available at the facility to enable telehealth adoption and more in-time access/assessment.
8. Nominate a key contact for telehealth implementation from within the RACF. This person must be someone who works on site at the RACF.

**Please note: RACFs whose services are subject to sanctions, suspensions, or revocation orders CANNOT be included in this activity.**

**What the grant can be used for**

This funding is to assist RACFs to purchase equipment to improve telehealth capacity within the facility.

**What the grant cannot be used for**

1. This funding **CANNOT** be used to fund RACF staff or services – including routine welfare or pastoral care services.
2. Business-as-usual costs associated with operating a facility (e.g. utilities, rent, administration, taxes, consumable products such as personal protective equipment, existing subscriptions or other existing recurrent costs).
3. Activities, purchases or expenses that the Grantee has undertaken or undertakes outside of the start date/end date of the grant, cannot be used to retrospectively fund activities, purchases or expenses that the grantee has already undertaken.
4. The same activities, purchases or expenses that your Facility has received funding for through another grant program. 
   1. **Activity**

Grantee is required to provide the following information for assessment:

|  |
| --- |
| 1. **Current state** |
| 1.1    Please describe if you currently use telehealth in your facility and how frequently it is used (in an average week). |
|  |
| 1.2    Please describe the difficulties/shortcomings of your current telehealth facilities. What additional telehealth equipment and/or telehealth training do you need to:  - increase resident's access to more usual care.  - improve communication and information exchange for better transition and integration of care.  - reduce unplanned ED presentation and/or hospital admissions. |
|  |
| 1. **Future state** |
| 2.1   Proposed telehealth products  Please specify the products you wish to purchase with associated prices (excl. GST) and relevant product information in the table below so that we can allocate the appropriate amount of funding (within given funding budget).  CHN has provided you with a list of known vendors to assist you in this application process. The list only serves as a guide, and you have no obligation to go with the vendors identified in the list.  You may purchase telehealth products/equipment with your own preferred vendor. |
| |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Item No. | Equipment name | Provider  name | Unit price | Number of units required | Total price (excl. GST) | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |
| 2.2   Implementation plan: How the telehealth equipment will be implemented within the facility if the application is successful? (e.g. How do you engage staff and visiting health professionals? Appropriate clinical governance/ supervision? Training/ onboarding for new technology? Any changes in workflow and/or information flow?) |
|  |
| 2.3   Implementation resource: Does your facility currently have capacity to implement the telehealth adoption? What assistance is needed for your implementation? |
|  |

* 1. **Compliance**

1. The Grantee is required to record and submit all proof of purchases to provide assurance about the proper use of public funding. The Grantee may be selected for random audits.
2. If the Grantee cannot provide information, as requested by the Department, to establish the Grantee’s compliance with the Telehealth Grants, the grant may be subject to recovery.
3. Further information is to be provided if Grantee is selected for an audit.

## Duration of the Grant

Funding will be provided before **30 June 2023**. All purchases need to be completed **within 2 months** from the date the Grantee receives funding.

Grantees must spend the grant before the Activity Completion Date.

## Payment of the Grant

Your grant amount is determined based on:

* your facility size;
* appropriateness for telehealth purpose;
* assessment panel discussion.

The Grant will be paid by the PHN in accordance with the below table.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **PHN internal use only – after return of completed form** | | | | |
| **Grant payment** | **Anticipated date (Execution date)** | **Amount (excl. GST)** | **GST (if applicable)** | **Total (incl. GST if applicable)** |
| **Payment on execution** |  |  |  |  |
| **Total Amount** |  |  |  |  |

**Important – Invoicing and timing of payment**

Please note that Grantee **MUST** spend the grant within **2 months** since the day the Grantee receives grant payment.

## Reporting (Evaluation and Financial Acquittal)

At the end of the Activity, the Grantee agrees to complete the following reports on the specified form and provide the reports to the PHN representative:

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Information to be included** | **Due Date** |
| **Evaluation** | Complete a simple Evaluation Form for the Activity period explaining how the grant has been used and the extent to which the investment activity/ies have improved the telehealth practice at your facility. | November 1st 2023 |
| **Financial Acquittal Report** | Complete a simple Financial Acquittal form for the Activity period listing the expenses covered using the grant. RACF may be requested to return underspent funds, as listed in the financial acquittal provided by RACF. | November 1st 2023 |

## Party representatives and address for notices

## Grantee’s authorized contact person

\*The authorised contact person must act on behalf of the RACF in relation to the RACF Telehealth Grant and will receive all correspondence in relation to the Program.

|  |  |
| --- | --- |
| **Grantee’s representative name** |  |
| **Position** |  |
| **Business hours telephone** |  |
| **E-mail** |  |

**PHN representative and email address**

|  |  |
| --- | --- |
| **PHN’s representative name** | **Taylor Carriage** |
| **Position** | **Digital Health Officer** |
| **Business hours telephone** | **(02) 6287 8031** |
| **E-mail** | [**Grants@chnact.org.au**](mailto:Grants@chnact.org.au) |

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

## General Grant Conditions

**1. Undertaking the Activity**

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

**2. Notices**

2.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of the Activity or otherwise required under this Agreement.

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

2.3 CHN may, by notice, advise the Grantee of changes to the Agreement that are minor or of an administrative nature provided that any such changes do not increase the Grantee’s obligations under this Agreement. Such changes, while legally binding, are not variations for the purpose of clause 6.

**3. Relationship between the Parties**

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

**4. Subcontracting**

The Grantee remains responsible for compliance with this Agreement, including in relation to any tasks undertaken by subcontractors.

**5. Conflict of interest**

The Grantee agrees to notify CHN promptly of any actual, perceived or potential conflicts of interest which could affect its performance of this Agreement and agrees to take action to resolve the conflict.

**6. Variation**

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

**7. Payment of the Grant**

PHN agrees to pay the Grant to the Grantee in accordance with the Grant Details.

**8. Spending the Grant**

8.1 The Grantee agrees to spend the Grant for the purpose of undertaking the Activity only and agrees to meet all the eligibility requirements for the RACF Telehealth Grant as set out in this Agreement.

8.2 The Grantee agrees to provide a Financial Acquittal Report signed by the Grantee verifying the Grant was spent in accordance with the Grant Details.

**9. Repayment**

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

**10. Record keeping and compliance**

10.1 The Grantee must keep accurate records and proof of investments on how the Grantee has used the grant. This includes tax invoices, receipts, and/or other written evidence of investment activity/ies undertaken (e.g. relevant staff timesheets, training certificates, relevant meeting records). In line with the [Australian Taxation Office record-keeping rules for business](https://www.ato.gov.au/business/record-keeping-for-business/overview-of-record-keeping-rules-for-business/?anchor=Fiverulesforrecordkeeping#Fiverulesforrecordkeeping), you should also retain these records for the general five-year retention period.

10.2 If your facility is subjected to an audit/compliance check, you will be required to provide evidence of your compliance with the RACF Telehealth Grant Program. This may include provision of tax invoices, receipts, and/or other written evidence of investment activity/ies undertaken. If your facility cannot provide the requested information, the grant may be recovered.

**11. Intellectual Property**

11.1 Subject to clause 11.2, the Grantee owns the Intellectual Property Rights in Activity Material and Reporting Material.

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

11.3 The Grantee gives the CHN a non-exclusive, irrevocable, royalty-free license to use, reproduce, publish and adapt Reporting Material for CHN’s Purposes.

**12. Privacy**

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

12.2 The Grantee must immediately notify CHN in writing if the Grantee becomes aware of a breach or possible breach of any of the Grantee's obligations under this clause 12.1.

12.3 Your personal information is protected by law (including the Privacy Act 1988) and is being collected by CHN for the purposes of the Program. Your personal and facility information will be disclosed to the Australian Government Department of Health and Aged Care to enable the Department to administer aspects of the Program, including for statistical, evaluation and compliance purposes and to inform policy development.

**13. Confidentiality**

The Parties agree not to disclose each other’s confidential information without prior written consent unless required or authorized by law or Parliament. This includes information contained in the software vendor list provided by CHN.

**14. Insurance**

The Grantee agrees to maintain adequate insurance for the duration of this Agreement and provide CHN with proof when requested.

**15. Indemnities**

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

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

**16. Dispute resolution**

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

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

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

**17. Termination for default**

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

1. has breached this Agreement; or
2. has provided false or misleading statements in their application for the Grant.

**18. Cancellation for convenience**

18.1 CHN may cancel this Agreement by notice, due to:

1. a change in government policy; or
2. a Change in the Control of the Grantee, which CHN believes will negatively affect the Grantee’s ability to comply with this Agreement.

18.2 The Grantee agrees on receipt of a notice of cancellation under clause 18.1 to:

1. stop the performance of the Grantee's obligations as specified in the notice; and
2. take all available steps to minimise loss resulting from that cancellation.

18.3 In the event of cancellation under clause 18.1, CHN will be liable only to reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation.

18.4 CHN’s liability to pay any amount under this clause is subject to:

1. the Grantee's compliance with this Agreement; and
2. the total amount of the Grant.

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

**19. Survival**

Clauses 9, 11, 12, 13, 15, 19 and 20 survive termination, cancellation or expiry of this Agreement.

**20. Definitions**

In this Agreement, unless the contrary appears:

**Activity** means the activities described in the Grant Details.

**Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity.

**Agreement** means the Grant Details, Supplementary Terms (if any), CHN General Grant Conditions and any other document referenced or incorporated in the Grant Details.

**Australian Privacy Principle** has the same meaning as in the Privacy Act 1988.

**Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.

**Completion Date** means the date or event specified in the Grant Details.

**Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of the Reporting Material.

**Grant** means the money, or any part of it, payable by CHN to the Grantee as specified in the Grant Details.

**Grantee** means the legal entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.

**Grant Details** means the document titled Grant Details that forms part of this Agreement.

**Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the Copyright Act 1968).

**Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

**Party** means the Grantee or CHN.

**Personal Information** has the same meaning as in the Privacy Act 1988.

**Reporting Material** means all Material which the Grantee is required to provide to CHN for reporting purposes as specified in the Grant Details.

**CHN** means ACT’s PHN (ABN 82 098 499 471) of [2/1 Geils Court, Deakin ACT 2600] and includes, where relevant, its officers, employees, contractors and agents.

**CHN General Grant Conditions** means this document.

**CHN’s Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

## Disclaimer and explanatory notes

## Disclaimer

By executing this agreement:

* you agree that you have read and accepted this agreement in its entirety including the General Grant Conditions, this disclaimer, and the explanatory notes on how to duly execute this agreement.
* you warrant that your identity has been verified, you have legal capacity and authority to enter into this agreement, and you are signing in accordance with all legal instruments that apply to you and/or the legal entity which you represent.
* you declare that the facility named and located at the address outlined in this Agreement:
* meets the eligibility criteria for this Program;
* has not previously applied for a grant under the Program; and
* will not fund the same activities or purchases for which it has received or will receive funding for through

another program.

* you confirm that the information you have provided in this Agreement is true and correct.

## Explanatory notes

* If you are an **individual**, you must download, print and sign the agreement in the presence of a witness (the witness date must be the same as the signatory date).
* If you are a **partnership**, the signatory must be all partners, or one partner with the authority to sign on behalf of all partners receiving the grant. You should be prepared to provide evidence of this authorisation upon request.
* If you are a **proprietary company**, the signatory must be the sole director and company secretary, as required under section 127 of the Corporations Act 2011 (Cth). If required by your Constitution, please affix your company seal in the presence of the sole director and company secretary acting as a witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement.
* If you are a **company**, the signatories must be two directors, or one director and one company secretary, as required under section 127 of the Corporations Act 2011 (Cth). If required by your Constitution, please affix your company seal in the presence of two directors, or one director and one company secretary, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement.
* If you are an **individual trustee** of a **trust**, you must download, print and sign the agreement in the presence of a witness (the witness date must be the same as the signatory date). You must sign in your capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words ‘as trustee for [name of trust]’ should be included in the signature block.
* If you are a **corporate trustee** of a **trust**, the signatory must be the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, as required under section 127 of the Corporations Act 2011 (Cth). If required by your Constitution, please affix your company seal in the presence of the sole director and company secretary in the proprietary company, or two directors in the company, or one director and one company secretary in the company, acting as witness (the witness date must be the same as the date the company seal is affixed). For execution by company seal, you must download, print and sign the agreement. The company must sign in its capacity as a trustee and not the trust. The trustee is the legal entity entering into the agreement. The words ‘as trustee for [name of trust’ should be included in the signature block.
* If you are an **incorporated association**, you must refer to the legislation incorporating the association as it will specify how documents must be executed. This process may differ between each State and Territory. If an authorised person is executing a document on behalf of the incorporated association, you should be prepared to provide evidence of this authorisation upon request.

## Signatures

**Executed as an Agreement**

Signed for and on behalf of the PHN by the relevant Delegate, represented by and acting through Capital Health Network Ltd, ABN 82 098 499 471 in the presence of:

MEGAN CAHILL

(Name of Representative)

CHIEF EXECUTIVE OFFICER

(Position of Representative)

VALERIE-ANN LAMBERT (Name of Witness in full)

(Signature of Representative)

DD/MM/YYYY

(Signature of Witness)

DD/MM/YYYY

Signed for and on behalf of [RACF Legal Name], ABN [RACF ABN] in accordance with its rules, and who warrants they are authorised to sign this Agreement:

(Name and position held by Signatory)

(Name and position held by second Signatory/Witness)

(Signature)

DD/MM/YYYY

(Signature of second Signatory/Witness)

DD/MM/YYYY