

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

CESPHN INTERNAL INFORMATION ONLY

Contract Name	Nurse Winter Vaccination Program
The Provider	

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 Party (“The Party”) described in Item 2 of 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 provision of the Nurse Winter Vaccination Program across the Central and Eastern Sydney PHN (CESPHN) region.

The Nurse Winter Vaccination Program aims to improve the uptake of recommended vaccinations in general practice in preparation for the winter season. The purpose is to promote vaccine awareness of COVID-19 vaccine 2023 booster doses in vulnerable populations, as well as other recommended vaccinations, which in turn can increase vaccine uptake to decrease the transmission of vaccine preventable illnesses.

ATAGI¹ recommends a 2023 COVID-19 vaccine booster dose for adults in the following groups, if their last COVID-19 vaccine dose or confirmed infection (whichever is the most recent) was 6 months ago or longer, and regardless of the number of prior doses received:

- All adults aged 65 years and over.
- Adults aged 18 to 64 years who have medical co-morbidities that increase their risk of severe COVID-19, or disability with significant or complex health needs.

People most at risk of influenza² and its complications are:

- all Aboriginal and Torres Strait Islander people aged 6 months and over.
- all children aged 6 months to less than 5 years of age.
- all individuals aged 5 years and over with medical risk conditions.
- pregnant women.
- people aged 65 years and over.

Increasing vaccination coverage rates will contribute to improved health outcomes for people while also reducing unnecessary utilisation of health services, due to less likelihood of people seeking treatment of vaccine preventable diseases (VPDs).

The objectives of this initiative are to:

- promote vaccine awareness amongst vulnerable populations due for vaccination by a recommendation from a health care provider.

¹ [Department of Health, 2023 ATAGI booster advice](#)

² [Department of Health, 2023 Influenza vaccination program advice for vaccination providers](#)

- protect those most vulnerable from COVID-19 and other vaccine preventable diseases.
 - empower general practices to develop and implement activities to drive the uptake of vaccination.
 - strengthen and highlight the role of practice nurses in general practice to manage and lead health program initiatives.
- d. To ensure access to primary care, the Central and Eastern Sydney PHN will provide funding to general practices. General practice nurses are expected to design and deliver a program to engage patients in vulnerable population groups as described above, to promote the uptake of vaccinations and improve health outcomes.

(“The Program”)

- e. The agreement between the parties to uptake and deliver the Program is subject to funding/grant available for the funding year 2023-2024 and parties agree to adhere to the terms and conditions of this agreement. CESPHN will offer another opportunity to fund the Program for the Nursing Winter Vaccination in year 2024 subject to funds/grant available from the Commonwealth Government for COVID-19 program. In the event there are continuity of funding available for the Program in year 2024, the Schedule of the agreement and the CESPHN's Obligations set out in clause 2 and Name Party's obligations set out in clause 3 below will be varied according to clause 6 and subject to Party agreeing to provide the services.
- f. The parties will deliver their obligations according to the terms and conditions of this Agreement and the requirements in the Schedule.

2. CESPHN's Obligations

- 2.1. Remunerate Party in the sum per item 3 in the Schedule.
- 2.2. The remuneration in Item 3 consists of total costs involving administration, any salary component for a support nurse staff which the Party is at liberty to utilize how it suits its operation.
- 2.3. The funding paid is GST exclusive price of \$2,000.00 provided across two payments of \$1,000.00 (Excluding GST).
- 2.4. CESPHN will review this agreement at the commencement date stated in Item 5 of Schedule to see how the Program is working at the Party's general practice. The check will include how the practice has rolled-out the services for delivery of the Program at the end of deliverables for Nurse Winter Vaccination ending on 31 July 2023 per item 5 of the Schedule.

3. Name Party's Obligations

- 3.1 Deliver services as described in item 4 of the Schedule and the following:
- 3.1.1 Employ and manage suitably qualified, experienced, and culturally appropriate staff.
 - 3.1.1.2 Deliver culturally appropriate services.
 - 3.1.1.3 Maintaining contact with CESPHN and advising of any emerging issues that may impact on the success of the activities.
 - 3.1.1.4 Identifying, documenting, and managing risks and putting in place appropriate mitigation strategies.
 - 3.1.2 Develop a plan within the general practice to improve the uptake of vaccinations in vulnerable patient groups.
 - 3.1.3 Engage vulnerable patients within the target groups such as older people and (parents of) children to discuss the importance of immunisation.

3.1.4 Provide culturally appropriate and safe care, that includes people from diverse backgrounds, such as Aboriginal and Torres Strait Islander People, people who identify as LGBTQI+, people living with a disability and people from multicultural backgrounds.

3.1.5 The Funding payable under this agreement per item 3 must be utilised by 31 July 2023.

3.2 Provide a report as per item 4-Table 1 and report on the following:

- a. Program outcomes showing number of target population reached as per the project plan and report on program data and activities using the Reporting Requirements document-Annexure 1 and include the following:
 - Report on activities undertaken to meet the needs of the target population receiving services under the Nurse Winter Vaccination program, including details on:
 - Description of expected timelines for completion proposed activities
 - Summary of achieved outcomes
 - Report on data of patients who were successfully engaged to discuss vaccination awareness using data worksheet template-Annexure 2 provided as a guide in this agreement. Data collected should include:
 - Gender
 - Age group
 - Ethnicity
 - Language spoken at home.
 - Vaccine(s) discussed.
 - Vaccine(s) administered as a result of program.
- b. Number of nurse(s) utilised to achieve the outcomes of the project.
- c. Other details on successes, challenges and outcomes related to the program.

3.3 Your agreement that your General Practice name and details will be used for promotion purposes, for the Program.

3.4 Issue a valid tax invoice detailing the requirements in 3.4.1, and the following:

- a. Name of nurse(s) utilised under the program.
- b. The Party may provide a tax invoice, or fill out the online form available at www.cesphn.tfaforms.net/555

3.4.1 A valid tax invoice must include the following:

Entity Name
ABN:
Address:
Contact:
Email:
Invoice Amount:
Invoice Number:
Details of spend:
GST Amount:

3.5 Any and all information relating to the operation of the Parties that is not in the public domain is held to be confidential. Such information is not to be used or disclosed by any party without

the specific prior approval of the Parties. This condition is held to apply both during and after the term of the MOA.

The Party 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 2014; the Health Records and Information Privacy Act 2002 (NSW) (HRIP Act), the Health and Privacy Principles (HPPs), 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.

- 3.5.1 The Party will seek and record informed consent from clients to collect their personal information and for CESP HN to use their de-identified information for evaluation purposes.
- 3.5.2 The Party will establish and maintain the security, integrity and confidentiality of data and compliance with privacy legislations and amendments applicable at the relevant time in provision of the services under this Agreement.
- 3.5.3 The Party will not publish any materials from the program and the activities without first obtaining written consent of CESP HN, and this consent will be communicated within a reasonable time to the Party.

3.6 The Party will maintain the normal General practices insurances to cover the program and activities under this Agreement and the insurances include Public Liability Insurance and Medical Malpractice Insurance.

4. Term

4.1 This agreement shall commence on the commencement date stated in Item 5 of Schedule and shall continue for a maximum period of fourteen [14] months unless terminated earlier (Clause 5) as provided for in this agreement.

5. Termination

5.1 Each party may terminate this Agreement in writing by giving three (3) 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. The feasibility of the Program will not bring the desired outcome after CESP HN and the party carry out a review as per clause 2.4.
- c. 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.

5.1.1 Where the party and CESP HN terminates the agreement pursuant to clause 5.1 a. or clause 5.1 b., CESP HN has no obligations to pay the Party.

5.1.2 Where the Party has part formed the deliverables and this is evidenced by submission of a report and a prorated invoice submitted applying to the work completed by the Party, CESP HN agrees to pay the amount to the Party. In the event, there is a dispute then the parties agree that they will invoke the process in clause 7 Remuneration.

5.2 EIS Health Limited 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 or any of the Party's 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.

6. Variation

Unless this Agreement expressly states otherwise, this Agreement may only be amended in writing signed by all the parties.

7. Remuneration

7.1 In consideration for the Party delivering the services for the Program CESP HN must pay the Party.

7.2 The Party must submit to CESP HN Invoice(s) 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.

7.3 Subject to Clause 7.4, CESP HN must pay the amount of the Party's Invoice within 30 days of receipt, into the bank account nominated by the Party for that purpose.

7.4 If CESP HN disputes the Invoice issued by the Party, then:

- a. CESP HN must serve notice on the Party 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 Party has not replied to CESP HN'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 0a, 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 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 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 CESPHN and the Party.

8. 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.

8.1 Receipt of notice

A notice given in accordance with clause 8 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.

9. Governing law and jurisdiction

- 9.1 This Agreement and the transactions contemplated by this Agreement are governed by the law enforced by New South Wales.
- 9.2 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

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

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 April 2023****Item 2 The Party**

Name of practice

ABN

Address

Contact person

Email

Item 3 Funding

A total sum of \$2,000 (excluding GST) to fund a nurse for 20 hours of work dedicated towards developing and implementing a vaccination activity at the general practice to improve coverage of COVID-19 booster dose and other recommended vaccinations. Funding will be provided across two payments of \$1,000 (excluding GST). First payment upon executed MOA and commencement of the program and a second payment upon program completion and submission of reporting requirements.

Item 4 Activities and Outcome

- A. The Party agree to provide deliverables to meet program objectives.
- B. The Party agree and consent to allowing CESP HN to use its practice name, location address, and logo to advertise the Program and their involvement to bring publicity and awareness of the Program.
- C. The Party will furnish reports and invoices at the following times:

Table 1

Deliverables	Details	Deliverable date
Execution of MOA	Sign MOA	24 April 2023
Invoice 1	Submit Invoice 1	1 May 2023
Submission of reporting requirements	Submit: <ul style="list-style-type: none">▪ Completed Reporting Requirements document (Annexure 1).▪ Deidentified Data worksheet (Annexure 2).	14 July 2023
Invoice 2	Submit Invoice 2	31 July 2023

Item 5 Commencement Date

The XX day of XX 2023 (Enter Commencement Date)

Item 6 End Date (Enter End Date)

The XX day of XX 2023

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Annexure 1-Reporting Requirements Template (this will be provided at the time of discussion of the MOA- attached to the Expression of Interest)

Annexure 2- Data worksheet (this will be provided at the time of discussion of the MOA- attached to the Expression of Interest)

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Item I: Notices

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

Name	Dr Brendan Goodger
Position	General Manager Primary Care Improvement
Phone	1300 986 991
Email	b.goodger@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 CESP HN's contact details for operational, services and contract management queries:

Name	Mimi Campbell
Position	Immunisation Program Officer
Phone	1300 986 991
Email	m.campbell@cesphn.com.au

I.4 CESP HN's contact details for invoicing purposes:

Entity Name	EIS Health Limited
ABN	68 603 815 818
Email	immunisation@cesphn.com.au or fill out invoicing form

I.5 The Party's contact details for program queries (Nominated Person):

Name	
Position	
Phone	
Email	