

# Strengthening Medicare – General Practice Grants Program

## Grant Agreement between the Melbourne Primary Care Network Limited and **[General Practice Legal Name]**

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## Parties to this Agreement [Agreement ID number]

### The Grantee (Practice details - All fields must be completed unless not applicable)

<b>Practice name</b>			
<b>Practice address</b>	<b>Street no. and name:</b>		
	<b>Suburb:</b>	<b>State:</b>	<b>Postcode:</b>
<b>Postal address (if different from above)</b>			
<b>Practice email</b>			
<b>Fax (if applicable)</b>			
<b>Practice phone number (including area code)</b>			
<b>Full legal name of Grantee</b>			
<b>Trading name or business name</b>			
<b>Australian Business Number (ABN)</b>			
<b>Australian Company Number (ACN)</b>			
<b>Registered for Goods and Services Tax (GST)</b>	<input type="checkbox"/> Yes; Date from which GST registration was effective: <u>DD/MM/YYYY</u> <input type="checkbox"/> No		
<b>Legal entity type (e.g. individual, incorporated association, company, partnership etc)</b>			
<b>Current Accreditation Status</b> <i>(practice accreditation against Royal Australian College of General Practitioners <a href="#">Standards for General Practices (5<sup>th</sup> edition)</a>)</i>	<input type="checkbox"/> Unaccredited; or <input type="checkbox"/> Registered for accreditation; or <input type="checkbox"/> Accredited		
<b>Practice's bank account details</b> <i>Account where the grant money is to be paid to.</i>  <i>The Grantee must ensure that the Grant is held in an account in the Grantee's (i.e. practice) name and which the Grantee controls, with an authorised deposit-taking institution</i>	<b>Name of bank, building society or credit union:</b>		
	<b>Account Name:</b>		
	<b>Branch number (BSB):</b>		
	<b>Account number:</b>		

*authorised under the Banking Act  
1959 (Cth) to carry on banking  
business in Australia.*

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### Practice Owner/s or Authorised person\* (Grantee's representative)

\*The authorised contact person must be nominated by the owner(s) of the practice to act on behalf of the practice in relation to the Strengthening Medicare – General Practice Program and will receive all correspondence/notices in relation to this Agreement.

<b>Grantee's representative name</b>	
<b>Position</b>	
<b>Business hours telephone</b>	
<b>E-mail</b>	

### The Primary Health Network (PHN)

Melbourne Primary Care Network Limited (ABN 93 153 323 436) of Level 1, 369 Royal Pde, Parkville, 3052

### PHN's representative (contact officer)

<b>PHN's contact officer</b>	Jessica Holman
<b>Position</b>	Manager, Primary Care Quality Improvement
<b>Business hours telephone</b>	9347 1188
<b>E-mail</b>	gpgrants@nwmpnh.org.au

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, including advising of any changes to the information provided on this Agreement, as well as accepting and issuing any written notices in relation to the Grant.

### Background

The PHN has agreed to enter into this Agreement under which the PHN will provide the Grantee with one-off Grant for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee agrees to use the Grant and undertake the associated Activity in accordance with this Agreement and the relevant Grant Details.

### Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Quick Reference Guide;

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 and disclosed to the Australian Government Department of Health and Aged Care (the Department) to enable the Department to administer aspects of the Program, including for statistical, evaluation and compliance purposes, and to inform policy development.

## Grant Details

### A. Purpose of the Grant

The Australian Government is investing \$220 million in grants (over two years from 2022-23 to 2023-24), through the Strengthening Medicare – General Practice Grants Program (the Program), to support general practices and eligible Aboriginal Community Controlled Health Organisations to expand patient access and support safe, and accessible, quality primary care.

A single one-off grant of either \$25,000, \$35,000 or \$50,000 (based on practice size and accreditation status) will be available for investments in **innovation, training, equipment, and minor capital works** – to be expended on any of the three investment streams below:

1. **enhancing digital health capability** – to fast-track the benefits of a more connected healthcare system in readiness to meet future standards;
2. **upgrading infection prevention and control arrangements** – to support the safe, face to face assessment of patients with symptoms of potentially infectious respiratory diseases (e.g. COVID, influenza);
3. **maintaining or achieving accreditation** against the Royal Australian College of General Practitioners (RACGP) [Standards for General Practices \(5<sup>th</sup> Edition\)](#), under the General Practice Accreditation Scheme – to promote quality and safety in general practice.

The intended outcomes of the Program are to:

- I. increase take-up of contemporary digital health solutions including video telehealth, secure data storage and interoperable software that supports seamless, secure communication of patient data
- II. increase the proportion of COVID Positive and other respiratory patients treated in a general practice setting (by increasing practices' capacity to treat more of these patients)
- III. increase the number of accredited general practices

### B. Grant Activity

The Grant can be invested in any one or more of the three investment streams.

The Grant amount is not based on how many investment streams are selected below.

#### Investment streams

Please tick the relevant box/es below, to indicate which stream/s you intend to use the Grant for.

Eligible investment streams under the Program	
<input type="checkbox"/>	<b>Enhance digital health capability</b> - To fast-track the benefits of a more connected healthcare system in readiness to meet future standards <i>Intended outcome: Increase take-up of contemporary digital health solutions including video telehealth, secure data storage and interoperable software that supports seamless, secure communication of patient data</i>
<input type="checkbox"/>	<b>Upgrade infection prevention and control arrangements</b> - To support the safe, face to face assessment of patients with symptoms of potentially infectious respiratory diseases (e.g. COVID, influenza) <i>Intended outcome: Increase the proportion of COVID Positive and other respiratory patients treated in a general practice setting (by increasing practices' capacity to treat more of these patients).</i>
<input type="checkbox"/>	<b>Maintain accreditation against RACGP Standards for General Practices (5<sup>th</sup> edition), or</b>
<input type="checkbox"/>	<b>Achieve accreditation against RACGP Standards for General Practices (5<sup>th</sup> edition)</b>
<input type="checkbox"/>	To promote quality and safety in general practice. <i>Intended outcome: Increase the number of accredited general practices.</i>

**Note:** You may change your selected investment streams after the grant agreement has been signed. If you wish to spend the grant on investment stream/s you did not originally select on this form (either in addition to, or instead of, your originally selected stream/s), you should notify your local PHN representative of the changes (via email).

## What the grant can be used for

For any of the investment streams – the grant funding can be used for staff training, equipment and/or services (including consultant services), innovation, minor capital works, and the reimbursement of staff time (including contractor general practitioners) associated with undertaking these investment activities.

It is recognised that each general practice will have different investment needs and will be best placed to identify investments for their practices under the relevant streams. The Program provides the flexibility for practices to identify investments within one or more of the three investment streams that best address those needs – as long as the investments:

- ✓ contribute to achieving the objective of the relevant stream/s.
- ✓ are new investments where expenses/costs have been incurred between the Activity start date and Activity completion date under this Agreement.

Please refer to the *Quick Reference Guide* for examples of possible investment activities under each stream.

## What the grant cannot be used for

The grants cannot be used to cover expenses or costs:

- ✗ outside of the three investment streams.
- ✗ business-as-usual costs associated with operating a general practice (e.g. utilities, rent, administration, taxes, consumable products such as personal protective equipment, existing subscriptions or other existing recurrent costs, staff wages/salaries for performing business-as-usual duties).
- ✗ for activities or purchases outside of the Activity start date and Activity completion date under this Agreement.
- ✗ for the same activities or purchases that the Grantee has received or will receive funding for through another program.

For example, the following are not to be funded with the Grant under the Program:

- ✗ major capital works.
- ✗ purchase of land.
- ✗ retrospective costs or expenses.

## C. Compliance

The Program will include random audits of a small number of Grantees to provide assurance about the proper use of public funding. A sample of Grantees will be selected for audits based on random sampling methodologies.

The Department will undertake these audits and selected Grantees will be required to provide information to the Department – including tax invoices, receipts, and/or other written evidence of investment activity/ies undertaken (e.g. relevant staff timesheets, training certificates, relevant meeting records) as per General Grant Conditions clause 10.

If a Grantee cannot provide information, as requested by the Department, to establish the Grantee's compliance with the Program, the Grant may be subject to recovery.

Further information will be provided to Grantees that are selected for an audit.

## D. Duration of the Grant Activity

The Activity starts on the Agreement Execution Date and ends on 30 June 2024, which is the **Activity Completion Date**.

Grantees must spend the grant before the Activity Completion Date (30 June 2024).

The Agreement ends on 31 July 2024 or when the PHN accepts all of the reports provided by the Grantee and the Grantee has repaid any Grant amount as required under this Agreement, which is the **Agreement End Date**.

## E. Payment of the Grant

The Grantee's Grant amount has been determined by the Department, based on accreditation status (against the RACGP Standards for General Practices) and practice size (using the Department's [Medicare GPFTE 2021-22 data](#)).

The total provisional Grant amount (excl. GST) for the Grantee is outlined in the table below. This amount may be subject to change following confirmation/verification of application details. If the Grantee is registered for the [Goods and Services Tax \(GST\)](#), GST will be added to the Grantee's Grant payment.

Grant Amount (excl. GST)	GST (if applicable)	Total Grant payment (incl. GST, if applicable)
[Grantee's grant allocation excl. GST]	To be populated by PHN, upon receipt of completed form (based on Grantee's GST registration)	To be populated by PHN, upon receipt of completed form (based on Grantee's GST registration)

## Invoicing and timing of Grant payment

### Invoicing method for Grant payment

The Grantee agrees to submit a compliant tax invoice for the full grant amount, plus GST (if registered for GST), to the PHN following execution of the agreement.

### Timing of Grant payment

Please indicate your preferred timing of Grant payment by ticking the relevant box/es below.

Timing of Grant payment	
<input type="checkbox"/>	I would like to receive the Grant payment in 2022-23 financial year
<input type="checkbox"/>	I would like to receive the Grant payment in 2023-24 financial year

**Note: All Grantees must spend the Grant funding by 30 June 2024.**

Following the PHN's receipt of the Grantee's correctly completed and signed Agreement, the full Grant payment will be made in accordance with the PHN's standard payment terms and the Grantee's above indicated preferences.

## F. Reporting (Evaluation and Financial Acquittal)

Before the Agreement End Date (31 July 2024), the Grantee agrees to complete the following reports on the specified form (to be provided) and provide the completed reports to the PHN representative:

Report type	Reporting requirement	Due Date
Evaluation	Complete a simple evaluation survey about the investment activity/ies undertaken using the Grant and improvements to your practice.	31 July 2024
Financial Acquittal Report	Complete a simple itemisation of the expenses/costs covered using the Grant, including identifying any unspent Grant funds to be repaid.	31 July 2024

# General Grant Conditions

## 1. Undertaking the Activity

The Grantee agrees to undertake the Activity in accordance with this Agreement and the *Quick Reference Guide*.

## 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 The PHN 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

4.1 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 the PHN 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 Program as set out in this Agreement and the Quick Reference Guide.

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

9.1 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, or the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement, the Grantee agrees to repay that amount to the PHN 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](#), the Grantee should also retain these records for the general five-year retention period.

10.2 If the is subjected to an audit/compliance check, the Grantee will be required to provide evidence of compliance with the Program. This may include provision of the records and proof of investments as outlined at clause 10.1. If the Grantee 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 PHN a non-exclusive, irrevocable, royalty-free license to use, reproduce, publish and adapt Reporting Material for PHN's Purposes.

## 12. Privacy

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

12.2 The Grantee must immediately notify the PHN 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 the PHN for the purposes of the Program. Your personal and practice information contained in or provided under this Agreement will be disclosed to the Australian Government Department of Health and Aged Care (the Department) 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 authorised by law or Parliament.

### **14. Insurance**

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

### **15. Indemnities**

15.1 The Grantee indemnifies the PHN, 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 the PHN will reduce proportionally to the extent any act or omission involving fault on the part of the PHN 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**

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

- (a) has breached this Agreement; or
- (b) has provided false or misleading statements in their application for the Grant.

### **18. Cancellation for convenience**

18.1 The PHN may cancel this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee, which the PHN 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:

- (a) stop the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

18.3 In the event of cancellation under clause 18.1, the PHN will be liable only to:

- (a) reimburse any reasonable expenses the Grantee unavoidably incurs that relate directly to the cancellation.

18.4 The PHN's liability to pay any amount under this clause is subject to:

- (a) the Grantee's compliance with this Agreement; and
- (b) 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), the PHN 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 the PHN 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 PHN.
  - **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 PHN for reporting purposes as specified in the Grant Details.
  - **PHN** means Melbourne Primary Care Limited (ABN 93 153 323 436) of Level 1, 369 Royal Pde, Parkville, 3052 and includes, where relevant, its officers, employees, contractors and agents.
  - **General Grant Conditions** means this document.
- PHN's Purposes** does not include commercialisation or the provision of the Material to a third party for its commercial use.

## Disclaimer and Declaration of eligibility

### Disclaimer and Declaration of eligibility

By executing this Agreement:

- you agree that you have read and accepted this Agreement in its entirety including the *Quick Reference Guide* and 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 practice named and located at the address outlined in this Agreement:
  - meets the eligibility criteria for the Program outlined below;
  - 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.

### Eligibility criteria for the Program

An open and operating **general practice** as per the RACGP definition for the purposes of practice accreditation against the [Standards for General Practices \(5<sup>th</sup> edition\)](#), that meets all the following three core criteria:

- a) the practice operates within the model of general practice described in the [RACGP's definition of general practice](#)
- b) general practitioner (GP) services are predominantly\* of a general practice nature
- c) the practice is capable of meeting all mandatory indicators in the RACGP [Standards for General Practices \(5<sup>th</sup> edition\)](#).

\*'Predominantly' is defined by the Health Insurance Regulations 2018 (made under the *Health Insurance Act 1973*) as 'more than 50% of the practitioner's clinical time, and more than 50% of the services for which Medicare benefits are claimed, are in general practice.'

Please refer to the RACGP [fact sheet](#) to assist in determining whether a health service meets the definition of a general practice.

## Explanatory notes

- If you are an **individual**, you must 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 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 sign the agreement.
- If you are an **individual trustee of a trust**, you must 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 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.
- If you are a **university**, the signatory can be an officer authorised by the legislation creating the university to enter into legally binding documents. A witness to the signature is required (the witness date must be the same as the signatory date).

## Signatures

### Executed as an Agreement

Signed for and on behalf of the PHN by the relevant Delegate, represented by and acting through Melbourne Primary Care Network Limited, ABN 93 153 323 436 in the presence of:

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(Name of Representative)

---

(Signature of Representative)

...../...../.....

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(Position of Representative)

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(Name of Witness in full)

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(Signature of Witness)

...../...../.....

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

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(Name and position held by Signatory)

---

(Signature)

...../...../.....

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(Name and position held by second Signatory/Name of Witness)

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(Signature of second Signatory/Witness)

...../...../.....