

Care Coordinator Grant Agreement

TERMS AND CONDITIONS

1 KEY DETAILS

Trilogy Care	Name: Trilogy Care Pty Ltd ABN 44604915200 Contact: Address: Email:
Care Coordinator	Name: [insert] ABN [insert ABN] Contact: [insert] Address: [insert] Email: [insert]
Start Date	[insert]
End Date	[insert]
Grant Funding	[insert]
Detailed Justification	[per supporting schedules as relevant]
Payment Schedule	[insert if relevant]
Additional Reporting	[insert if relevant]
Special Conditions	[insert if relevant]

2 TERM AND PURPOSE OF THE PROGRAM

- (a) This agreement commences on the Start Date and continues until the End Date, unless terminated earlier in accordance with this agreement.
- (b) The Grant Funding is provided by Trilogy Care to the Care Coordinators to enhance delivery of Support at Home aged care services to eligible care recipients in MMM3–MMM7 locations under the Federal Government Thin Markets Grant.
- (c) The Care Coordinator must only apply Grant Funding to:
 - (i) services delivered to care recipients who satisfy the relevant MMM3–MMM7 or specialisation criteria notified by Trilogy Care; and
 - (ii) services that align with the care recipient’s assessed needs and any applicable thin-market category notified by Trilogy Care.
- (d) The Grant Funding is non-recurring. The Care Coordinator acknowledges and agrees that it will not assume or plan for future Grant Funding and must not use Grant Funding as a basis for ongoing employment commitments or business expansion assumptions beyond the Term of this agreement.

3 COMPLIANCE AND ELIGIBLE USE OF GRANT FUNDING

- (a) The Care Coordinator must use the Grant Funding and provide any services using or relating to the Grant Funding in a manner that ensures it complies with publicly available information relating to the Support at Home Thin Markets rural, remote and specialised 2025-26 Grant.
- (b) The Care Coordinator must use the Grant Funding only for eligible grant activities under the [Support at Home Service List](#) and the [Assistive Technology and Home Modifications \(AT-HM\) List](#) made available at the Australian Government Department of Health, Disability and Ageing from time to time, and delivered to eligible care recipients, in accordance with their assessed needs from their Notice of Decision and support plan, referred to in this agreement as Eligible Services.

- (c) The Care Coordinator may only spend the Grant Funding on Eligible Expenditure that the Care Coordinator has incurred for Eligible Services.
- (d) The Care Coordinator must not use the Grant Funds for any purposes not explicitly listed in this agreement or by the Commonwealth as Ineligible Expenditure.
- (e) The list of Eligible Services, Eligible Expenditure and Ineligible Expenditure as at the date of this agreement may be listed as Schedule 1. The Care Coordinator acknowledges that Schedule 1 is a summary only of Eligible Services, Eligible Expenditure and Ineligible Expenditure and that the requirements are those set out in the Support at Home Service List, Assistive Technology and Home Modifications list and any other applicable Commonwealth Grant Conditions, where there is any inconsistency, the Commonwealth Grant Conditions will prevail.
- (f) The Care Coordinator will be responsible for ensuring that its continued use of the Grant Funding is Compliant with any changes to the Support at Home Service List or other Commonwealth requirements notified publicly or otherwise made available by the Commonwealth. Trilogy Care will not be required to provide, or make available, any Commonwealth grant documentation or guidelines.
- (g) Trilogy Care does not guarantee that any Eligible Services, Eligible Expenditure or Ineligible Expenditure notified to the Care Coordinator will remain validly included in the Support at Home Service List and, where the Care Coordinator uses any Grant Funding in breach of this clause, the terms of clause 8(c) will apply.
- (h) To the extent permitted by law, the Care Coordinator must perform its obligations, and must not do anything in connection with the Grant Funding, in a way that would cause Trilogy Care to be in breach of any Commonwealth Grant Conditions.
- (i) The Care Coordinator may only incur Eligible Expenditure between the Start Date and the End Date (which must be no later than 31 October 2026), and only for services delivered in that period.

4 AGREEMENT TO GRANT FUNDING

- (a) Where the Care Coordinator has applied to Trilogy Care for Grant Funding for specific expenditure requirements that meet the intent of the Grant, such Grant Funds will not be provided to the Care Coordinator until Trilogy Care has approved the use and Budget (Approved Budget).
- (b) Grant Funds relating to the Approved Budget will be paid to the Care Coordinator on provision of evidence by the Care Coordinator of payment of such expenditure, or commitment to such expenditure, or as otherwise agreed by Trilogy Care.
- (c) Trilogy Care does not guarantee that its agreement to the use of the Funds and payment of these Funds will meet the Commonwealth's requirements, and the onus is on the Care Coordinator to adhere to the requirements as described in paras 3 (a)-(i) above.

5 REPORTING AND AUDITING

- (a) The Care Coordinator must, on request, provide a detailed outline of its plans for Grant Funding (prior to spending the Grant Funding) to Trilogy Care in the form required by Trilogy Care.
- (b) The Care Coordinator acknowledges that Trilogy Care is required to provide activity and financial reports and a final financial declaration to the Commonwealth in relation to the Grant Funding and that the Care Coordinator's reporting including any Detailed Justification will be relied upon for that purpose.
- (c) Where Additional Reporting is required the Care Coordinator must provide reports to Trilogy Care within 14 days of the relevant month end (or as specified by Trilogy Care).
- (d) The Care Coordinator will retain records of expenditure),including:
 - (i) Detailed breakdown of Grant Funding spent, with supporting receipts and documentation;
 - (ii) Summary of activities undertaken and beneficiaries served;
 - (iii) Progress against program objectives and community engagement targets;
 - (iv) Confirmation that expenditure complies with this agreement; and
 - (v) Any variations from the approved budget.

- (e) Within 20 Business Days after the earlier of the End Date and termination of this agreement, the Care Coordinator must provide to Trilogy Care a final acquittal report in the form reasonably required by Trilogy Care, including:
 - (i) a complete breakdown of all Grant Funding received and spent;
 - (ii) identification of any unspent Grant Funding;
 - (iii) a declaration, signed by an authorised officer, that Grant Funding has been used only for Eligible Expenditure on Eligible Services in accordance with this agreement and the Commonwealth Grant Conditions.
- (f) The Care Coordinator must:
 - (i) cooperate with Trilogy Care and any Commonwealth representative in any audit, review, inspection or evaluation related to the Grant Funding or Eligible Services;
 - (ii) make relevant records, personnel and premises available at reasonable times upon reasonable notice; and
 - (iii) provide all information and documentation reasonably requested and participate in surveys, interviews or other evaluation activities reasonably requested by Trilogy Care to enable Trilogy Care to comply with the Commonwealth Grant Conditions. Trilogy Care reserves the right to audit records relating to Grant Funding expenditure.
- (g) On request, the Care Coordinator must provide Trilogy Care with evidence that each care recipient in respect of whom Grant Funding is applied meets the relevant criteria (for example, MM classification or specialisation cohort), in the form and at the times reasonably required by Trilogy Care.

6 CARE COORDINATOR OBLIGATIONS

- (a) The Care Coordinator must:
 - (i) Maintain accurate records of all expenditure with supporting documentation for a period of 5 years;
 - (ii) Comply with all applicable laws, including the Aged Care Act 2024 (Cth), Privacy Act 1988 (Cth), and any other Law;
 - (iii) Notify Trilogy Care immediately of any material change to its name, address, nominated contact details, bank account details, business structure, operations or regulatory status (including approvals, registrations and accreditations) that may affect its ability to deliver services or comply with this agreement;
 - (iv) Notify Trilogy Care promptly if any regulator, the Commonwealth, or any other government body raises concerns, commences an investigation, or makes an adverse finding in relation to the Care Coordinator's use of Grant Funding or delivery of Eligible Services; and
 - (v) Conduct all activities professionally and uphold the reputation of both the Care Coordinator and Trilogy Care
- (b) The Care Coordinator acknowledges and agrees that:
 - (i) the Care Coordinator is solely responsible for all employment, engagement and other commitments it makes in reliance on the Grant Funding, and Trilogy Care will have no liability for any redundancy, termination or other costs arising from the reduction or cessation of the Grant Funding.
 - (ii) The rights and obligations in clause 9(c) apply if any Thin Markets Grant funds must be repaid to the Commonwealth due to the Care Coordinator's acts or omissions.

7 CONFLICT OF INTEREST AND SUBCONTRACTING

- (a) The Care Coordinator must disclose any actual, perceived, or potential conflicts of interest that may arise during the term of this agreement. The Care Coordinator agrees to comply with any conditions Trilogy Care imposes to address them, including any financial or personal interests that could improperly influence the use of Grant Funding

- (b) The Care Coordinator must not assign, transfer or subcontract its rights or obligations under this agreement, or any part of the benefit of the Grant Funding, without Trilogy Care's prior written consent and remains fully responsible for all acts and omissions of its subcontractors as if they were the acts and omissions of the Care Coordinator, and must ensure that each subcontractor complies with obligations equivalent to those in this agreement to the extent relevant.
- (c) The Care Coordinator must:
 - (i) not engage in any fraudulent, corrupt or misleading conduct in connection with this agreement or the Grant Funding;
 - (ii) comply with all applicable anti-corruption and fraud laws, including the National Anti-Corruption Commission Act 2022 (Cth) to the extent it applies to contracted service providers; and
 - (iii) promptly notify Trilogy Care if it becomes aware of any suspected fraud, corruption, or other improper conduct relating to the Grant Funding.

8 INDEMNITY AND LIABILITY

- (a) The Care Coordinator indemnifies Trilogy Care and its officers, employees and agents (Indemnified Parties) from and against all loss, damage, liability, cost and expense (including legal costs on a full indemnity basis) suffered or incurred by any Indemnified Party arising out of or in connection with:
 - (i) any use of the Grant Funding by the Care Coordinator that is not in accordance with this agreement;
 - (ii) any information, report or acquittal provided by the Care Coordinator that is false, misleading or incomplete in a material respect;
 - (iii) any breach of Law by the Care Coordinator; and
 - (iv) any negligent or unlawful act or omission of the Care Coordinator or its Personnel,to the extent the loss is caused by the Care Coordinator or its Personnel.
- (b) Trilogy Care's liability is limited to the total amount of Grant Funding provided. Neither party is liable for indirect, consequential, or special damages, except where such exclusion is prohibited by law.

9 TERMINATION, SET-OFF AND REPAYMENT

- (a) Trilogy Care may terminate this agreement immediately by written notice.
- (b) On termination, the Care Coordinator must immediately cease using Grant Funding and return all property belonging to Trilogy Care.
- (c) Without limiting any other rights, on termination the Care Coordinator must repay to Trilogy Care within 14 days:
 - (i) any unspent Grant Funding identified in a final acquittal or financial declaration; and
 - (ii) any Grant Funding that Trilogy Care is required by the Commonwealth to repay because it was unspent, spent outside the permitted period, or spent on Ineligible Expenditure to the extent Trilogy Care reasonably determines that such requirement is attributable to the Care Coordinator's acts or omissions.
- (d) Trilogy Care may set off any amount owed by the Care Coordinator against
 - (i) any Grant Funding otherwise payable to the Care Coordinator under this agreement, and
 - (ii) any amounts payable by Trilogy Care to the Care Coordinator in relation to Care and Administration services provided by the Care Coordinator to Eligible Clients

10 CONFIDENTIALITY AND PRIVACY

- (a) The Care Coordinator must not disclose Confidential Information of Trilogy Care without written consent, except where required by law or to its personnel on a need-to-know basis. On termination, the Care Coordinator must return or destroy all Confidential Information.

- (b) The Care Coordinator acknowledges that Trilogy Care may disclose information (including information provided by the Care Coordinator) to the Commonwealth and other government agencies as required or permitted under the Commonwealth Grant Conditions, and such disclosure will not be a breach of this agreement.
- (c) Both parties must comply with Privacy Laws when handling personal information. The Care Coordinator must ensure personal information is protected against misuse, loss, and unauthorised access, and must comply with any requests from individuals regarding their personal information.

11 WARRANTIES

The Care Coordinator warrants that: (a) it has authority to enter into this agreement; (b) it is not aware of any circumstances that would prevent it from performing its obligations; (c) this agreement binds it legally and is enforceable; and (d) The Care Coordinator has and will maintain all approvals, registrations and accreditations required to deliver Eligible Services to aged care recipients in the locations in which it operates.

12 GENERAL

This agreement is governed by Queensland law. Disputes must be resolved through good faith negotiation and, if unresolved within 14 days, through mediation before legal proceedings. The agreement may only be amended in writing by both parties. No party may assign this agreement without consent. This agreement represents the entire understanding between the parties. Notices must be in writing and delivered by email to the addresses specified in the Key Details. Notice is deemed given 24 hours after sending, unless delivered personally.

13 DEFINITIONS

In these terms and conditions, the following words and phrases have the following meanings:

Term	Meaning
Care Coordinator	Provider of Care and Administration Services
Commonwealth	The Commonwealth of Australia, including its departments, agencies and authorised representatives.
Commonwealth Grant Conditions	Commonwealth Grant Conditions means all publicly available terms, conditions, policies and guidelines issued by or on behalf of the Commonwealth in connection with the Support at Home Thin Markets (rural, remote and specialised) 2025-26 Grant (GO7600), including any documents published on GrantConnect, and any replacement or updated versions of those documents from time to time.
Confidential Information	Information of a confidential nature disclosed by or on behalf of a party in connection with this agreement, in any form, but not information that is public other than through a breach of this agreement.
Eligible Expenditure	Expenditure directly related to delivering Eligible Services that is permitted under this agreement.
Eligible Services	Has the meaning given to it in clause 3(b).
Ineligible Expenditure	Any expenditure that is not Eligible Expenditure, including any item described as ineligible or not permitted in Support at Home Service List, any other Commonwealth guidance notified by Trilogy Care, or the Commonwealth Grant Conditions.
Indemnified Parties	Trilogy Care and its officers, employees and agents.
Key Details	The section of this agreement that sets out the parties' details, the Start Date, End Date, Grant Funding amount, payment schedule and any special conditions.

Law	Any applicable statute, regulation, ordinance, by-law, subordinate legislation, rule, standard, code or other instrument in force from time to time in any jurisdiction relevant to this agreement, including but not limited to the Aged Care Act 2024 (Cth), the Commonwealth Grants Rules and Principles 2024, the National Anti-Corruption Commission Act 2022 and any legislative instruments, rules or directions made under them.
MMM3–MMM7	Modified Monash Model classifications 3, 4, 5, 6 and 7 (large rural towns, medium rural towns, small rural towns, remote and very remote areas), as defined by the Department of Health and Aged Care using the Modified Monash Model classification.
Personnel	In relation to a party, that party’s employees, officers, contractors and agents involved in performing obligations under this agreement.
Privacy Laws	All laws in force from time to time in Australia relating to privacy and the handling of Personal Information, including the Privacy Act 1988 (Cth).
Support at Home Service List	The Support at Home Service List made available from time to time by the Department of Health, Disability and Ageing.
Term	The period from the Start Date until the End Date, unless this agreement is terminated earlier in accordance with its terms.
Thin Markets Grant	The Federal Government thin markets grant funding received by Trilogi Care to support the delivery of services in MMM3–MMM7 regions.

SCHEDULE 1. - ELIGIBLE SERVICES, ELIGIBLE EXPENDITURE AND INELIGIBLE EXPENDITURE

Eligible Services	Eligible Expenditure	Ineligible Expenditure
Nursing care	purchase of assistive technologies	activities which are not associated with delivering funded Support at Home aged care services in accordance with the Aged Care Act 2024
Allied health and other therapeutic services	domestic transport and/or travel costs	activities associated with the delivery of services under any other aged care program
Nutrition	venue and equipment hire to deliver the project/activity	activities for which a provider is not registered; or for which an individual is not approved to access
Care management	project management fees	purchase of land
Restorative care management	administration fees	paying ransom for ransomware, cyber-attack or any other type of cybercrime

Personal care	education and training for staff and/or volunteers	major capital expenditure, major construction/capital works
Social support and community engagement	printed communications materials	the covering of retrospective costs
Therapeutic services for independent living	information technology costs related to the delivery of services	costs incurred in the preparation of a grant application or related documentation
Respite	ICT changes or upgrades but only in relation to Support at Home services	overseas travel, and
Transport	phone and communication costs	activities for which other Commonwealth, state, territory or local government bodies have primary responsibility.
Domestic assistance	installation costs relevant to the project/activity	
Home maintenance and repairs	rental on premises	
Meals	purchase/hire of relevant equipment for project/activity	
Assistive technology and home modifications.	staff wages	
	volunteer expenses	
	stationary costs	
	postage costs	
	technicians.	

By signing below, the parties agree to be bound by this agreement.

Signed for and on behalf of **Trilogy Care Pty Ltd**
ACN 604915200 by a duly Authorised Person, in the
presence of:

Signature of Authorised Person

Full Name of Authorised Person

Date

Signed for and on behalf of **[Co-Ordinator Name]**
ABN [insert ABN] by a duly Authorised Person, in
the presence of:

Signature of Authorised Person

Full Name of Authorised Person

Date