

Deed term sheet – continence provider list

Number	Subject	Description
1	Parties	NDIA and each provider included on the list (Provider)
2	Basis of arrangement	<p>The deed is not a procurement of Products by the NDIA or any other entity.</p> <p>NDIS participants may, but are not under any obligation to, purchase Products from Providers.</p> <p>The deed does not guarantee that any or any quantity of Products will be purchased from Providers.</p> <p>If an NDIS participant proposes to purchase Products from a Provider, the participant will contact the Provider directly.</p> <p>The Products, link to Provider’s website, Delivery Locations and Delivery Timeframes set out in the schedule to the deed will be published as part of the List.</p> <p>For the avoidance of doubt, the NDIS Quality & Safeguards Commission is responsible for the management of complaints about providers.</p>
3	Duration	Commencing upon September 2021, for an initial term of 12 months.
4	Option(s) to extend	Two further periods of 12 months each, at the absolute discretion of the NDIA.

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5	Essential obligation	At all times, the Provider must be and remain registered with the NDIS Quality & Safeguards Commission in the registration group <i>Assistive Products for personal care and safety</i> .
6	Primary obligation	<p>Upon request by an NDIS participant, the Provider must supply the Products at the Price and within the Delivery Timeframe to the Delivery Location, each as set out in the schedule. (Schedule to the deed to include a matrix of products, delivery timeframe and delivery location).</p> <p>The Provider may elect not to supply the Products to a participant on reasonable grounds.</p>
7	Secondary obligations	<p>The Provider must promptly notify the NDIA of any change in circumstance, including but not limited to change in registration status, for consideration by the NDIA.</p> <p>The Provider must include information with each supply to indicate Products supplied to ensure ease of re-ordering for the NDIS participant.</p> <p>The NDIA encourages the Provider to pursue continuous improvement in the delivery of the Products to NDIS participants.</p>
8	Updates	<p>The Provider may propose a change to the Products and/or the Price no more than once every three months during the term, provided always that the proposal includes an explanation for the proposed change.</p> <p>The Provider may propose a change to Provider specific information contained in the schedule to the deed at any time. Any changes must be notified to the Agency in writing with a notification period suitable to the proposed change.</p> <p>In relation to material changes that are detrimental to delivery or supply of the Products to NDIS participants, a 14 day notification period is required.</p> <p>The NDIA will consider proposed changes in light of benefit to participants and/or the Scheme.</p> <p>The NDIA will not unreasonably withhold agreement to changes proposed by the Provider.</p>
9	Publication	The Provider must publish its promise to supply Products and a mechanism for NDIS participants to order Products on the basis set out in the deed:

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		<ul style="list-style-type: none"> in a format that is compliant with the Web Content Accessibility Guidelines Version 2.0 (WCAG) level AA (see Australian Government's standard for web accessibility) and preferably WCAG 2.1 level AA. for printed material, in a format that meets the standards described on the Australian Human Rights Commission's website, Access for all: Improving accessibility for consumers with disability.
10	Reporting	<p>The Provider must deliver a quarterly report which includes:</p> <ul style="list-style-type: none"> details of supply to individual NDIS participants, including: <ul style="list-style-type: none"> delivery postcode date(s) of supply supports supplied cost (itemised to the level of 3) and with handling and delivery fees itemised separately) performance against Item 5 (Essential obligation) and Item 6 (Primary obligation); and on a de-identified basis, the number of occasions and reasons why Provider has elected not to supply Products to participants under the exemption in Item 6 (Primary obligation). <p>The Provider must respond to an ad-hoc request by the NDIA for the above data for the preceding month within 10 business days.</p>
11	NDIA's audit of provider compliance	The NDIA may audit the Provider's compliance with the terms of the deed, provided always that the NDIA provides two weeks' notice of any such review.
12	Privacy and protected Agency information	The Provider may only access and use personal information as defined under the Privacy Act and protected Agency information' as defined under the NDIS Act .
13	Default	<p>If the Provider breaches the essential obligation, the NDIA may remove the Provider from the List.</p> <p>If the Provider breaches the primary obligation, the Provider will be required to show cause within 7 days of written request by the NDIA why the Provider should not be removed from the List.</p> <p>If the Provider breaches any one or more of the secondary obligations and fails to notify the NDIA of the breach and plans to rectify said breach, the NDIA may remove the Provider from the List.</p>

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		Decisions about removal from the List are at the sole discretion of the NDIA.
14	Reinstatement	<p>A Provider who has been removed from the List may make a submission to the NDIA for reinstatement to the List up to 30 days after removal. The submission must demonstrate how the cause of removal has been addressed and demonstrate that the Provider is once again fully compliant with all aspects of the deed.</p> <p>Decisions about reinstatement to the List are at the sole discretion of the NDIA.</p> <p>A Provider can apply for reinstatement to the List no more than once in any one 12 month period.</p>
15	Termination	<p>If the NDIA removes the Provider from the List in accordance with Item 13, and the Provider has not remedied the breach at the end of 30 days or has been reinstated to the List, the Agency may terminate the deed.</p> <p>If the Provider breaches the essential obligation, the NDIA may terminate the deed.</p> <p>If the Provider breaches the primary obligation, and the Provider has not remedied the breach at the end of 30 days, the Agency may terminate the deed.</p> <p>If the Provider breaches any one or more of the secondary obligations and fails to notify the NDIA of the breach and plans to rectify said breach, the NDIA may terminate this Deed.</p> <p>The NDIA may terminate the deed for convenience.</p>
16	Costs	Each party will bear their own costs in relation to the deed.
17	Compliance with laws and policies	The Provider must comply with all applicable laws, regulations and standards in connection with the deed and any supply of Products to an NDIS participant.
18	Dispute resolution	<p>If a dispute arises between the parties in relation to this deed, it must be referred to each party's deed representative for resolution.</p> <p>If the dispute is not resolved by the deed representatives after 14 days, the parties must refer the dispute to a senior executive of the NDIA, and senior executive of the Provider for resolution.</p>

Number	Subject	Description
		<p>If the dispute remains unresolved after a further 30 days, either party may request the appointment of an independent mediator to resolve the dispute. Each party will bear its own costs in complying with this clause.</p>
19	Variation	<p>The parties agree that no agreement or understanding varying this deed will be legally binding upon either party unless in writing and agreed by both parties. The NDIA will consider proposed changes in light of benefit to participants and/or the Scheme.</p>
20	Governing law	Victoria, Australia
21	Definitions	<p>Business Day means a day that is not a Saturday, a Sunday or a public holiday in the place concerned.</p> <p>Price means as quoted in the Provider's submission and as amended by agreement in accordance with Item 8 from time to time.</p> <p>Products means all products, sample products, consumable products, technical support and services included in the published list against the Provider's name.</p>