## Memorandum of understanding

#### Parties

This Memorandum of Understanding (MoU) is made between the following parties:

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| --- | --- |
| Name | **National Disability Insurance Scheme Launch Transition Agency (operating under the business name National Disability Insurance Agency)**  **ABN 25 617 475 104** |
| Address | 13 – 19 Malop Street, Geelong VIC 3220 |
| Short name | **NDIA** |

and

|  |  |
| --- | --- |
| Name | **[INSERT REGISTERED NDIS PROVIDER NAME]**  **ABN [INSERT REGISTERED NDIS PROVIDER ABN]**  **ACN [INSERT REGISTERED NDIS PROVIDER ACN]** |
| Address | **[INSERT REGISTERED NDIS PROVIDER ADDRESS**] |
| Short name | **Registered NDIS Provider** |

#### Background

1. The National Disability Insurance Agency (NDIA) is developing a new Home and Living Policy in consultation with Participants and Registered NDIS Providers. The NDIA is committed to identifying and promoting new ways for National Disability Insurance Scheme (NDIS) Participants to pursue their home and living goals.
2. To achieve this goal, the NDIA has introduced a new initiative to bring together participants and Registered NDIS Providers to design and deliver home and living Demonstration Projects.
3. The NDIA conducted a Market Information Request calling for proposals from Registered NDIS Providers to identify new ways of funding and delivering home and living supports through supported independent living (SIL).
4. The Parties wish to **express their intention to work together cooperatively and in collaboration with Participants to deliver the Demonstration Projects based on sound administrative practices and in accordance with the *National Disability Insurance Scheme Act 2013* (Cth).**
5. The Parties have agreed to enter into this MoU on the terms and conditions of this MoU. The Parties acknowledge and agree that this MoU is not intended to create legally binding obligations.

#### Operative provisions

The Parties to this MoU agree as follows:

##### Defined Terms

##### In this MoU, unless the contrary intention indicates otherwise,

##### a term in bold type has the meaning shown opposite it.

**Deliverables** means the deliverables for the Demonstration Project specified in Schedule 1 of this MoU to be delivered by the Registered NDIS Provider

**Demonstration Project** means the project approved by the NDIA to be delivered in accordance with this MoU

**Evaluation** means the evaluation of the Demonstration Project to be evaluated by a third party organisation engaged by the NDIA to undertake the evaluation.

**MoU** means this Memorandum of Understanding and includes all Schedules and Attachments to this MoU

**NDIA** means the National Disability Insurance Scheme Launch Transition Agency (operating under the business name National Disability Insurance Agency)

**NDIS** has the meaning given to that term by the NDIS Act.

**NDIS Act** means the *National Disability Insurance Scheme Act 2013* (Cth)

**Nominated Representative** means the person nominated by the NDIA or the Registered NDIS Provider to receive notices and communications under this MoU.

**Participant** means an NDIS Participant who is participating in a Demonstration Project.

**Party/Parties** means the NDIA and the Registered NDIS Provider who are parties to this MoU

**Personal Information** has the meaning given to that term in the *Privacy Act 1988*(Cth)

**protected Agency Information** has the meaning given to that term in the NDIS Act.

**Registered NDIS Provider** means a person or entity who is registered under section 73E of the NDIS Act.

**Service Agreement** means the agreement between the Participant and the Registered NDIS Provider

**Quarterly Report** means the quarterly report to be provided by the Registered NDIS Provider to the NDIA in accordance with this MoU.

1. **Commencement**
   1. This MoU commences on and from the date it is signed by the last party to do so.
2. **Term of MoU**
   1. The Term of this MoU is 2 years from the commencement date. The NDIA may extend the term for a further period of up to 6 months at its absolute discretion.
3. **No Funding**
   1. The Parties acknowledge and agree that there is no additional funding provided for the Demonstration Projects. The Demonstration Projects must be delivered using available funds from Participant Plansplans.
   2. The Parties acknowledge and agree that each Party will bear its own costs in relation to this MoU, including any costs in relation to the Evaluation and reporting of the Demonstration Projects.
4. **Personal Information**
   1. The Registered NDIS Provider acknowledges and agrees it must only use, disclose and store Personal Information in accordance with the Privacy Act 1988 (Cth).
5. Protected Agency Information
   1. Registered NDIS Provider acknowledges and agrees it must not do any act or engage in any practice in relation to protected Agency information that is a breach of, or an offence under the NDIS Act.
   2. The Registered NDIS Provider acknowledges and agrees that an unauthorised use or disclosure of protected Agency information, and any offer to supply protected Agency information, is a criminal offence under the NDIS Act.
   3. The Registered NDIS Provider acknowledges and agrees it must not obtain, record, disclose, supply, use or otherwise deal with the protected Agency information in any way, except for the purposes of performing this MoU and where permitted by the NDIS Act.
6. **Termination and Transition**
   1. Either party may terminate this MoU for any reason by giving 8 weeks written notice to the other party.
   2. Where this MoU is terminated by either party, the Parties agree to work cooperatively and take all reasonable steps to mitigate the impact of the cessation of the Demonstration Projects and provide all reasonable assistance required to Participants and, where applicable, the NDIA.
   3. Where the MoU is terminated by the Registered NDIS Provider under clause 7.1, the Registered NDIS Provider must provide the following assistance to the Participant and the NDIA:
      1. Where the Registered NDIS Provider withdraws from the Demonstration Project, but will continue to deliver Supported supported iIndependent lLiving (SIL) supports, the Registered NDIS Provider must re-negotiate their Service service aAgreement with each participant to reflect how SIL supports will be delivered once the Demonstration Project ceases; and
      2. Where the Registered NDIS Provider withdraws from the Demonstration Project, and will no longer deliver SIL supports to the Participant, the Registered NDIS Provider must provide any assistance as may be reasonably requested by either the NDIA or the Participant to manage the transition.
   4. The Registered NDIS Provider must maintain registration in the SIL support category for the term of this MoU. If the Registered NDIS Provider fails to maintain registration in the SIL support catergory, the NDIA may terminate this MoU with immediate effect and the Registered NDIS Provider agrees to work with and provide any assistance as may be reasonably requested by either the NDIA or the Participant to manage the transition.
   5. If the Registered NDIS Provider fails to perform its obligations in accordance with this MoU, including a failure to provide the deliverables as specified in Schedule 1, the NDIA may terminate this MoU with immediate effect and the Registered NDIS Provider agrees to work with and provide any assistance as may be reasonably requested by either the NDIA or the Participant to manage the transition.
7. **Obligations of the NDIA**
   1. In supporting implementation of the Demonstration Projects, the NDIA undertakes to fulfil the following obligations:
      1. to support Registered NDIS Providers to understand and meet the Deliverables detailed at Schedule 1;
      2. to support Registered NDIS Provider to implement any alternative funding mechanisms and associated payment processes;
      3. to support communication with relevant stakeholders about changes to SIL funding mechanisms undertaken as part of the Demonstration Projects
      4. to support communication and engagement with Registered NDIS Provider regarding the evaluation process;
      5. to support Registered NDIS Provider to engage effectively with the third party commissioned to complete the evaluation; and
      6. to support information sharing and collaboration across the Demonstration Projects, where possible and appropriate.
8. **Variation**
   1. This MoU may be varied at any time throughout the term with the written consent of both Parties.
9. **Dispute Resolution**
   1. The Parties will use their best endeavours to resolve any dispute arising under or in relation to this MoU in good faith between each Parties Nominated Representatives.
   2. Where the Nominated Representatives of the Parties are not able to resolve the dispute each Party agrees to escalate to an appropriate level to ensure prompt resolution of the matter, in a manner that is consistent with good administration.
   3. Despite the existence of a dispute, the Registered NDIS Provider and the NDIA will, unless requested not to do so by the other Party, continue to act in accordance with this MoU.
10. **Notices**
    1. Any Notice, request or other communication in respect of this MoU shall be given in writing to the Parties Nominated Representative specified below.

NDIA – [insert name and contact details of Nominated Representative]

Registered NDIS Provider – [insert name and contact details of Nominated Representative]

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| **Signed,** for and on behalf of the **National Disability Insurance Scheme Launch Transition Agency** ABN 25 617 475 104 by its duly authorised officer | |  | |  | |  | |
| witness | |  | | Signature of delegate | |  | |
| Name of Authorised Officer (print) | |  | | Signature of Authorised Officer | |  | |
| Name of witness (print) | |  | | Signature of witness | |  | |
|  | |  | |  | |  | |
| Date | |  | |  | |  | |
| **Signed,** by [INSERT NAME OF REGISTERED NDIS PROVIDER]ACN [INSERT REGISTERED NDIS PROVIDER ABN/ACN] by: | |  | |  | |  | |
| Name of Authorised Officer | |  | | Signature of Authorised Officer | |  | |
| Name of witness | |  | | Signature of Witness | |  | |
|  | |  | |  | |  | |

Date

## Schedule 1 – Deliverables

The Registered NDIS Provider agrees to provide the following deliverables, as specified, for the Demonstration Project.

1. **Participant Consent**

A.1 Prior to undertaking the Demonstration Project, the Registered NDIS Provider agrees to obtain and document the Participant’s consent to participate in the Demonstration Project.

A.2 The Registered NDIS Provider agrees to provide evidence of the Participant’s consent if requested by the NDIA.

1. **Service Agreements**

B.1 The Registered NDIS Provider agrees to vary its service aAgreement with the Participant to include the Demonstration Project.

B.2 Where the Registered NDIS Provider and the Participant do not have a current service agreement for supported independent living (SIL), the Registered NDIS Provider agrees to enter into a service agreement for the Demonstration Project.

B.3 The Registered NDIS Provider agrees to provide a copy of the service agreement to the NDIA if requested.

1. **Quarterly Progress Reports**

C.1 The Registered NDIS Provider agrees to provide a progress report every quarter (3 months) during the term of the MoU. The progress report will contain, at a minimum.

* progress against key milestones;
* a summary of any identified risks and issues and proposed mitigations;
* a summary of the supports delivered (across the entire project cohort, rather than individual participant level); and
* participant outcomes, where data is available

1. **Evaluations**

| **Note to Applicants:** further details of the evaluation of the demonstration projects will be provided prior to the execution of the MoU. |
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D.1 The Registered NDIS Provider agrees to participate in an evaluation of the Demonstration Project in accordance with this MoU and as directed by the NDIA.

D.2 In participating in the evaluation of the Demonstration Projects, the Registered NDIS Provider agrees to undertake the following activities:

* collect and provide data specified by the NDIA, including but not limited to data from Participants and their supporters and staff.
* provide the data to the NDIA, and/or directly to the third party organisation appointed to undertake the evaluation of the Demonstration Project;
* work with the organisation appointed to undertake the evaluation;
* facilitate access to Participants for data collection purposes; and
* comply with any directions given by the NDIA regarding the evaluation of the Demonstration Projects.