

Deed of Variation

Parties

This Deed is made between and binds the following Parties:

Name	National Disability Insurance Agency
	ABN 25 617 475 104
Address	13 – 19 Malop Street, Geelong VIC 3220
Short name	NDIAA
and	
Name	Latrobe Community Health Service Limited
	ACN 136 502 022
Address	PO Box 960, Morwell 3840
Short name	Partner

Recitals

- A. The NDIA and the Partner entered into an agreement on 5 April 2023 (**Agreement**) in relation to the NDIS Partners in the Community Program for Early Childhood Partner Services for the Service Areas of Southern Melbourne, Outer Gippsland, Western District, Inner Eastern Melbourne, Inner Gippsland, and Outer Eastern Melbourne and Local Area Coordination Services for the Service Areas of South Eastern Sydney, Outer Gippsland, Southern Melbourne, Barwon, Inner East Melbourne, Inner Gippsland, Outer East Melbourne, Ovens Murray and Western District.
- B. By a deed of variation dated 28 November 2023, the Parties agreed to vary the Agreement to accommodate a delay in the rollout of the NDIA's new 'Participants, Platforms and Processes' initiative (3P) and to further prepare for its commencement.
- C. The Agreement is due to expire on 30 June 2025 and the Parties wish to extend the Activity Period and therefore the term of the Agreement to 30 June 2027.
- D. The Parties agree to extend and amend the Agreement, on the terms and conditions of this Deed.

Operative provisions

In consideration of the mutual promises contained in this Deed, the Parties agree as follows:

1. Interpretation

1.1. In this Deed, unless the contrary intention appears:

- a) words importing a gender include any other gender;
- b) words in the singular include the plural and words in the plural include the singular;
- c) clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d) words importing a person include a partnership and a body whether corporate or otherwise;
- e) a reference to dollars is a reference to Australian dollars;
- f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h) the Schedule forms part of this Deed;
- i) if any conflict arises between the terms and conditions of this Deed and any part of the Schedule, the terms and conditions of this Deed prevail;
- j) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- k) wherever the context permits, a reference to a Party to this Deed includes a reference to their respective successors in title or assignees;
- l) a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally; and
- m) in the interpretation of this Deed, no rules of construction apply to the disadvantage of any Party on the basis that it put forward this Deed.

2. Guidance on construction of Deed

- 2.1. As far as possible, all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
- 2.2. If anything in this Deed is void or otherwise unenforceable, then it will be severed and the rest of this Deed remains in force.

- 2.3. In the event of conflict between this Deed and the Agreement, the provisions of this Deed prevail.

3. Defined Terms

- 3.1. In this Deed, unless the contrary intention indicates otherwise:

- a) terms used in this Deed that are not defined below and are defined in the Agreement have the same meaning as in the Agreement; and
- b) a term in bold type has the meaning shown opposite it.

Agreement means the agreement between the Parties referred to in Paragraphs A and B of the Recitals, as amended from time to time

Amended Agreement means the Agreement as amended by this Deed, a consolidated version of which is attached at Schedule 2

Deed means this deed and includes all Schedules to this deed

Party means a party to this Deed

4. Commencement

- 4.1 The terms of this Deed apply on and from 30 June 2025.

5. Extension

- 5.1 At item 3.2 of the Agreement Grant Schedule, the NDIA has an Option to extend the Activity Period for the Service Areas under the Agreement for an additional term of 12 months. Notwithstanding item 3.2 of the Agreement Grant Schedule and subject to clause 6 of this Deed, the Parties have agreed to extend the Activity Period for 2 years on and from the current Activity End Date, to expire on 30 June 2027.

6. Amendment of the Agreement

- 6.1 With effect on and from 1 July 2025, the Agreement is amended in accordance with the amendments in Schedule 1.
- 6.2 The Parties agree that, with effect on and from 1 July 2025, they will be bound by the terms of the consolidated version of the Amended Agreement at Schedule 2 (which also incorporates all previous variations to the Agreement referred to in Recital B).

7. Costs

- 7.1 Each Party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

8. Entire agreement and variation

- 8.1 The Parties confirm that, subject only to the amendments contained in this Deed, the Agreement remains in full force and effect and is to be read and construed and be enforceable as if the terms of this Deed were supplemental to the Agreement.

- 8.2 This Deed and the Agreement, when read together, contain the entire agreement of the Parties with respect to the Parties' rights and obligations under the Agreement and supersede all prior understandings and representations between the Parties with respect to the Parties' rights and obligations under the Agreement.
- 8.3 Each Party will take such steps, execute all such documents, and do all such acts and things as may be reasonably required by the other Party to give effect to any of the transactions contemplated by this Deed.
- 8.4 The provisions of this Deed will not be varied either in law or in equity except in writing signed by the Parties.

9. Applicable law

- 9.1 This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of Victoria.
- 9.2 The Parties submit to the jurisdiction of the courts of Victoria.

10. Counterparts

- 10.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered to the other Party will be deemed an original.
- 10.2 Together, all counterparts will constitute the same Deed.

Executed as a deed**NDIA**

SIGNED, SEALED AND DELIVERED for and on behalf of the National Disability Insurance Agency ABN 25 617 475 104 by:

Name of delegate: (print) Miriam Slattery
 Position of delegate: (print) General Manager, Partners and Providers Division
 Signature: s47F - personal privacy
 Date: 6 June 2025

In the presence of:

Witness name: (print) Alexander
 Signature: s47F - personal privacy
 Date: 6 June 2025

Partner

SIGNED, SEALED AND DELIVERED in accordance with the requirements of section 127 of the Corporations Act 2001 (Cth) by:

Full legal name: Latrobe Community Health Service Limited
ACN 136 502 022

Director's name: (print) Stelvio Vido
 Signature: s47F - personal privacy
 Date: 29/05/2025

Director's/Secretary name: (print) Mary Bernadette Uzelac
 Signature: s47F - personal privacy
 Date: 29/05/2025

Schedule 1

1. In accordance with clause 6.1 of this Deed and with effect on and from 1 July 2025, the Agreement is amended as follows:
 - 1.1. all:
 - (a) corrections to spelling errors are made;
 - (b) changes in formatting and numbering are made for consistency and accessibility;
 - (c) corrections to incorrect clause cross-references are made; and
 - (d) additional alternative text to convey the meaning of tables is inserted, throughout, as reflected in the Amended Agreement at Schedule 2;
 - 1.2. subject to clause 1.3 below, after each reference to a website address, the following words are inserted:

“as updated from time to time”
 - 1.3. references to website addresses that no longer exist are deleted in their entirety;
 - 1.4. subject to clause 1.5 below, all references to “community and mainstream”, “mainstream and community”, “community and mainstream supports” and “mainstream and community supports” are deleted and replaced with the words:

“community, mainstream and Foundational Supports”
 - 1.5. all references to “community and Mainstream Service”, “community and Mainstream Services”, “community and mainstream services”, “mainstream and community services”, “mainstream and community supports and services” or “community and mainstream services and supports” are deleted and replaced with the words:

“community, Mainstream Services and Foundational Supports”
 - 1.6. clause 2.4 (Defined Terms) is amended as follows:
 - (a) the following new definitions are inserted:

“**Australian Signals Directorate’s Australian Cyber Security Centre** means the Australian Government’s technical authority on cyber security, or its successor.”

“**Foundational Supports** means additional supports for people with disability, their families and carers, separate to Mainstream Services and the NDIS. Foundational Supports are proposed to be established in response to the NDIS Review, will be provided by the Department of Social Services and are expected to become progressively available to people with disability, their families and carers.”

“NDIS Review means the independent review of the NDIS announced in October 2022 and referred to in Attachment 2, Statement of Requirements, clause 1.1(h).”

- (b) the definition of “CERT Australia” is deleted.
- 1.7. at clause 40.5(e) the reference to “CERT Australia” is deleted and replaced with:
“Australian Signals Directorate’s Australian Cyber Security Centre”;
- 1.8. at clause 52.4, the reference to “and Table 4” is deleted;
- 1.9. clause 52.6 is deleted in its entirety and replaced with the following:
“52.6 The NDIA expressly reserves its right to determine whether to exercise the option granted under clause 52.2 of the Grant Agreement in its absolute discretion. The parties acknowledge and agree that the Additional Transition Funds set out at item 4 of Annexure A to the Grant Schedule and the expected Participant volumes for the final quarter of the Financial Year 2026-27, do not in any way limit or affect the NDIA’s absolute discretion to determine whether to require the Partner to deliver the Services as described in clauses 6-9E and clauses 11-19 of the SOR for the Transition Out Period.”
- 1.10. clauses 62.8-62.9 are deleted in their entirety and replaced with the following clauses 62.8-62.11:
“62.8 The Partner acknowledges the need for the Services to evolve during the Activity Period, and the need for flexibility in the delivery of Functions under this Grant Agreement, as the NDIA implements key NDIS Review reforms.
62.9 Without limiting clause 62.1 and notwithstanding clauses 62.2-62.8, the Parties agree the NDIA may, following prior notice and consultation with the Partner, issue the Partner with a notice:
(a) reducing the frequency and volume of certain Functions; and
(b) increasing the frequency and volume of other Functions, by the equivalent Work Effort amount.
62.10 If the NDIA gives the Partner a notice under clause 62.9, the Partner will perform the Functions at the frequencies and volumes set out in the notice, instead of the forecast volumes set out in Part B and Part C of the Statement of Requirements, for the period specified in the notice.
62.11 The NDIA may issue more than one notice under clause 62.9.”
- 1.11. Attachment 1, Grant Schedule, is amended as follows:
(a) at Item 1 - Grant Details, the text in the column next to ‘NDIA Executive Representative’, ‘Partner Representative and address for Notices’ and ‘Partner Executive Representative’ is deleted and replaced with the following text, respectively:
“Name: Miriam Slattery
Position: General Manager, Partners Division
Phone: s47F - personal privacy

Email: miriam.slattery@ndis.gov.au

Postal Address: National Disability Insurance Agency, GPO Box 700,
Canberra, ACT 2601”

“Name: Vince Massaro

Position: Executive Director NDIS & Assessment Services

Phone: s47F - personal privacy

Email: s47F - personal privacy

Postal Address: PO Box 960, Morwell VIC 3840”

“Name: Vince Massaro

Position: Executive Director NDIS & Assessment Services

Phone: s47F - personal privacy

Email: s47F - personal privacy

Postal Address: PO Box 960, Morwell VIC 3840”

- (b) at item 3.1, delete all references to:
 - i) “2025” and replace with “2027”
 - ii) “subject to item 3.2 of this Grant Schedule,”
- (c) items 3.2-3.7 are deleted in their entirety.
- (d) after clause 4.1(b) add the following new clauses 4.1(c)-(k), as follow:
“And EC Services comprising:
 - (c) Function 1: Community Capacity Building;
 - (d) Function 2: Individual Capacity Building;
 - (e) Function 3: Information Provision;
 - (f) Function 4: Connecting to Supports;
 - (g) Function 5: Assessment and Information Gathering;
 - (h) Function 6: Developing Goals and Aspirations;
 - (i) Function 7: Monitoring and Check-ins;
 - (j) Function 8: Scheme Access Support; and
 - (k) Function 9: NDIS Plan Budget Development.”
- (e) in Table 2 – Reports, delete the text in the column titled “Date Due” for the rows with the following reports: “Financial Report”; “Asset Register” and

“Reports on Disability and Culturally Inclusive Employment Strategy” and replace with the following text respectively:

- (i) “Unaudited Financial Acquittal Reports no later than 10 Business Days following the end of each quarter, except for the quarter ended 31 December which will be due no later than 15 Business Days following the end of this quarter.

Audited financial acquittal reports must be received no later than 4 months following the end of the relevant financial year (or part of it) that is covered by the Activity.”

- (ii) “No later than 10 Business Days following the end of each quarter, except for the quarter ended 31 December which will be due no later than 15 Business Days following the end of this quarter.”
- (iii) “No later than 10 Business Days following the end of each quarter, except for the quarter ended 31 December which will be due no later than 15 Business Days following the end of this quarter.”

- (f) in Table 2 – Reports, insert the following 2 rows:

Early Supports Delivery Plan	In accordance with clause 3.9(d) of the SOR	No later than 31 July 2025, and then 31 May annually
Early Supports Delivery Plan Report	In accordance with clause 3.9(d) of the SOR	No later than 15 Business Days following the end of each quarter

- (g) In Table 2- Reports, delete the text in the column titled “Report” for “Community Capacity Building Plan” and replace with the following text:

“Community Capacity Building Plan (LAC Services only from 1 July 2025)”

1.12. Annexure A, Grant Payments, is amended as follows:

- (a) the tables at item 1.1 are deleted in their entirety are replaced with the following tables:

Funds	Amount (excl GST)	GST	Amount (incl GST)
LAC Establishment Funds	s47G - business information		
LAC Service Delivery Funds			
LAC Subtotal (Service Delivery & Establishment)			
EC Establishment Funds			

Funds	Amount (excl GST)	GST	Amount (incl GST)
EC Service Delivery Funds	s47G - business information		
EC Subtotal (Service Delivery & Establishment)			
Total Grant amount	\$420,340,497.45	\$42,034,049.88	\$462,374,547.33

Total Grant Amount for Financial Year LAC & EC

Financial year	Total Grant amount for financial year (excl GST)	GST	Total Grant amount for financial year (incl GST)
2019/20	s22(1)(a)(ii) - irrelevant material		
2020/21			
2021/22	s47F - personal privacy		
2022/23			
2023/24			
2024/25			
2025/26			
2025/27			
Total	\$420,340,497.45	\$42,034,049.88	\$462,374,547.33

- (b) at item 1.2, the reference to “and Table 4” is deleted.
- (c) at item 1.3, under the heading “Table 1 – Establishment Funds and Service Delivery Funds” the tables are deleted in their entirety and replaced with the following tables:

s22(1)(a)(ii) - irrelevant material

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
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s22(1)(a)(ii) - irrelevant material

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			

(b) Outer Gippsland – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			
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Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s47G - business information			

(c) Southern Melbourne – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			
s47G - business information			

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s47G - business information			

(d) Barwon – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			
s47G - business information			

(e) Inner East Melbourne – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			
s47G - business information			

(f) Inner Gippsland – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
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s22(1)(a)(ii) - irrelevant material

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(g) Outer East Melbourne – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
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s22(1)(a)(ii) - irrelevant material

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			
s47G - business information			

(h) Ovens Murray – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s47G - business information			

(i) Western District – LAC

Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
s22(1)(a)(ii) - irrelevant material			
s47G - business information			

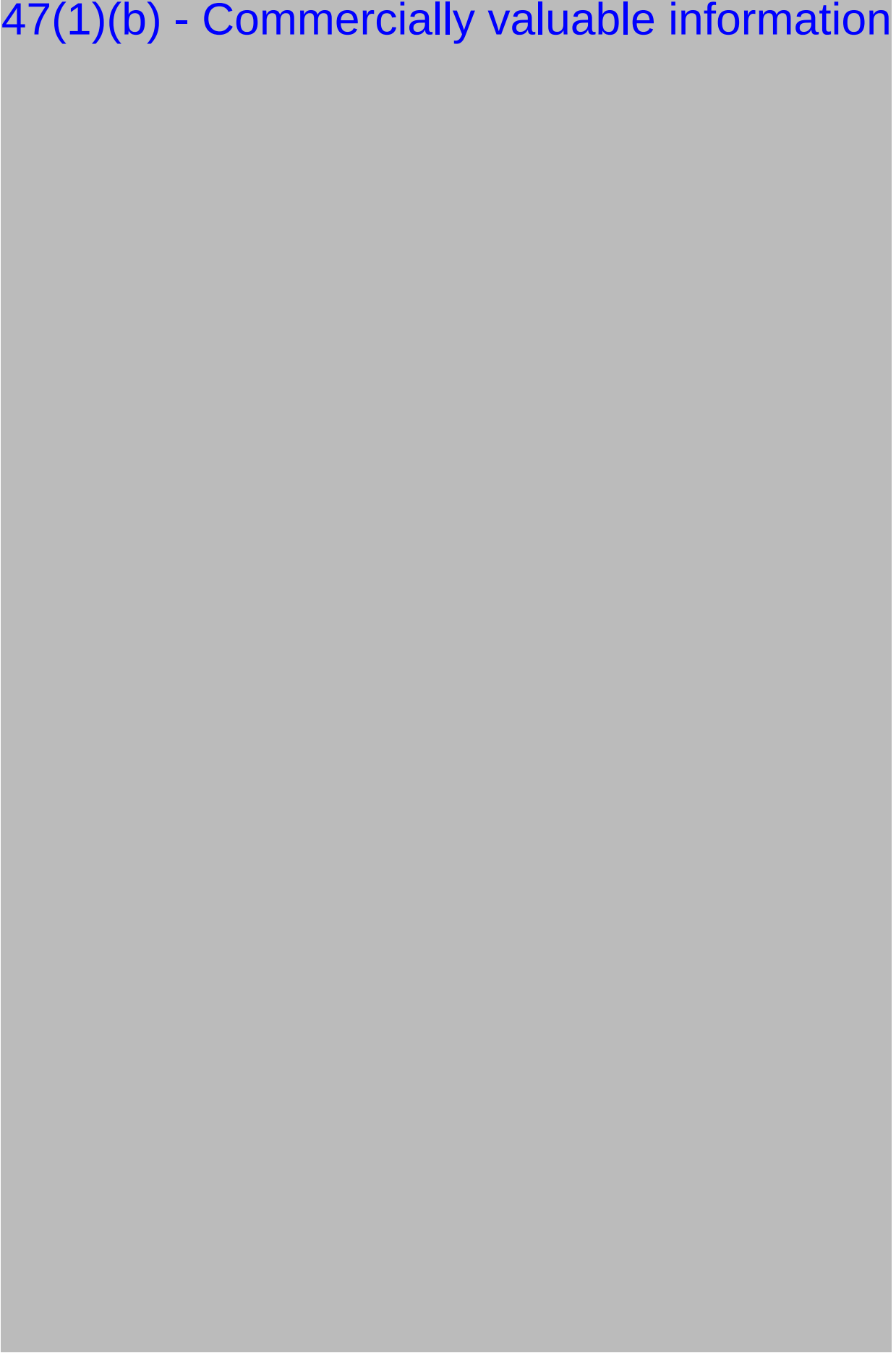
Financial Year	Grant Amount (excl GST)	GST	Total Grant Amount (incl GST)
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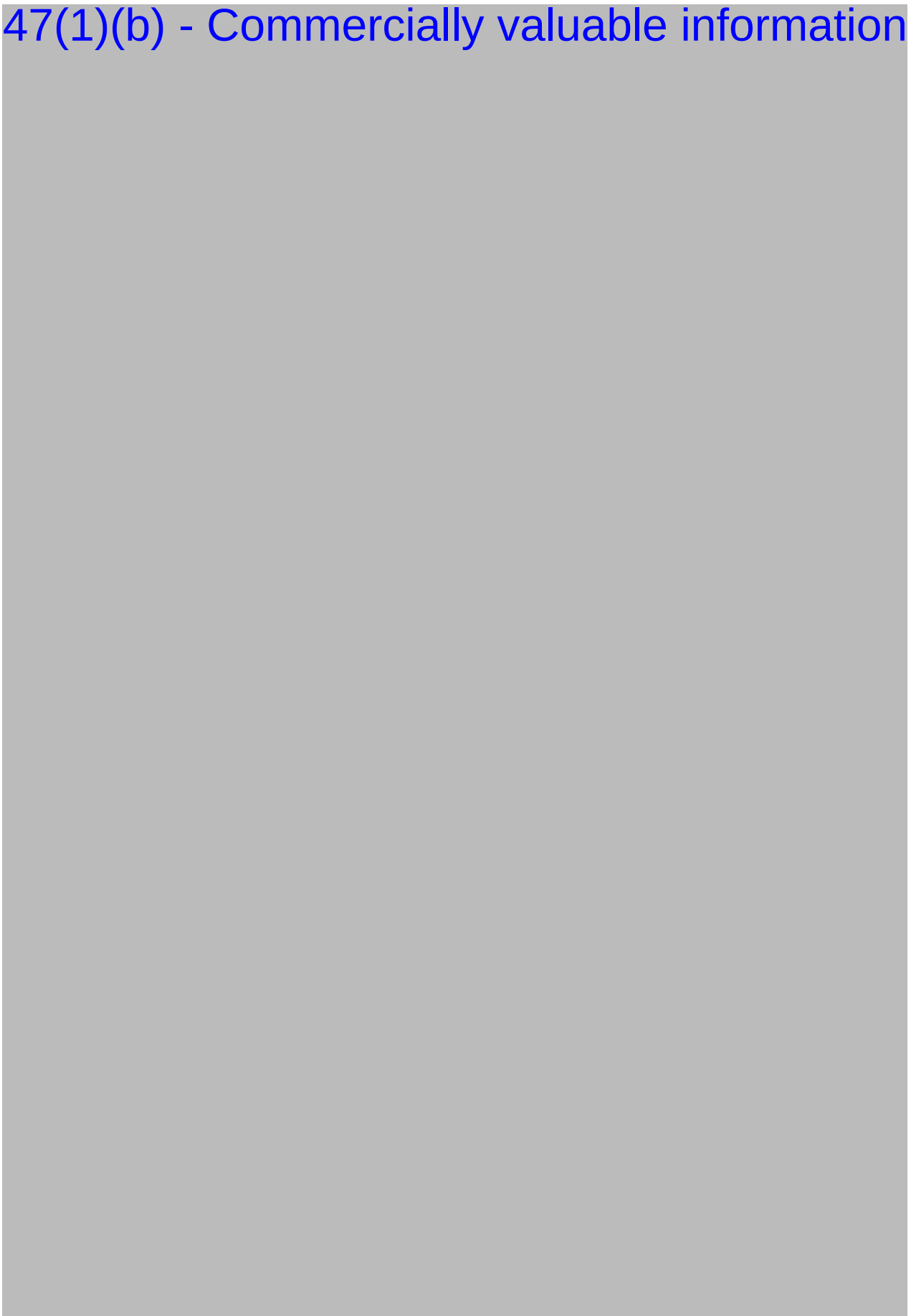
47(1)(b) - Commercially valuable information

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47(1)(b) - Commercially valuable information

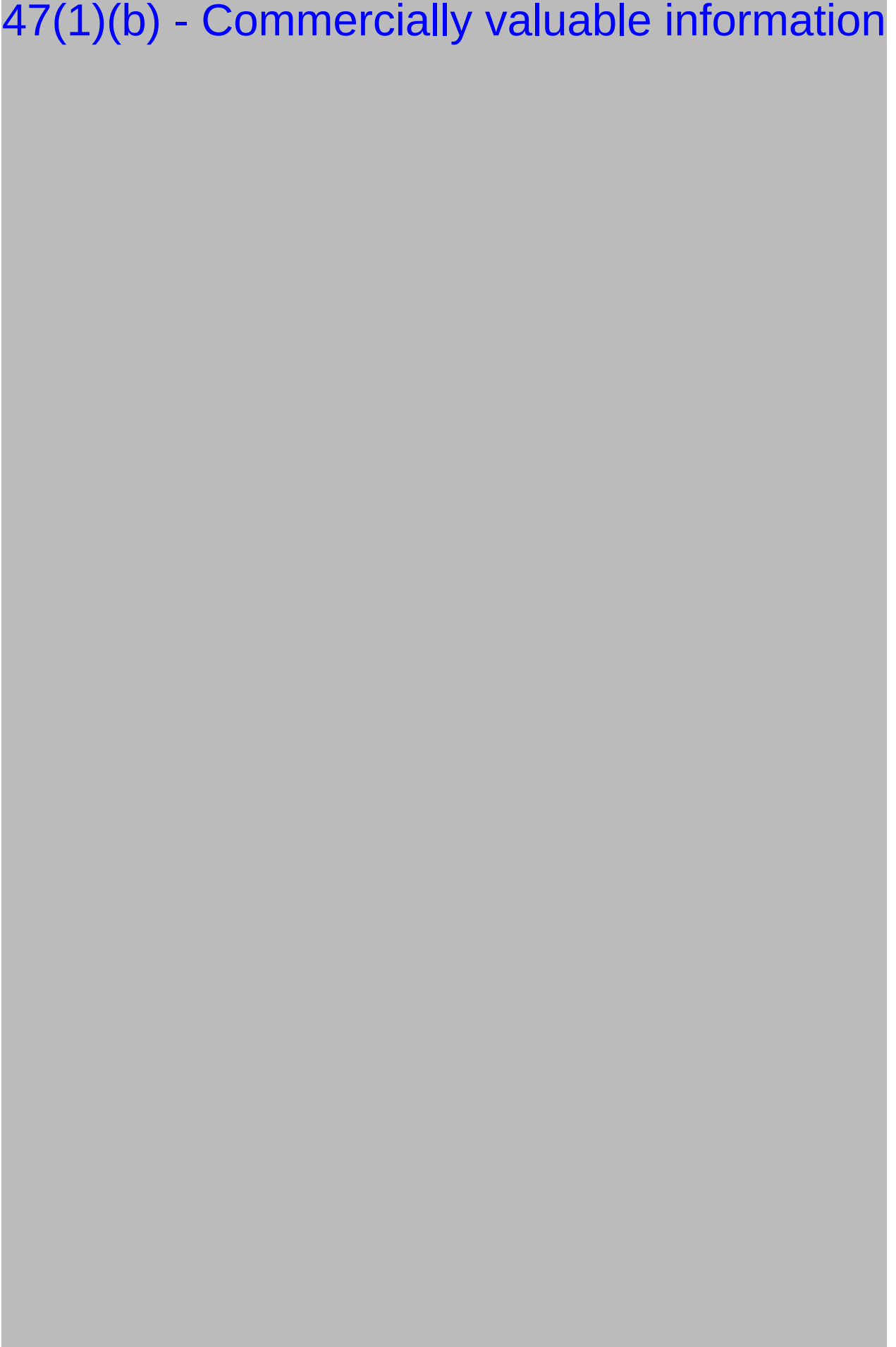


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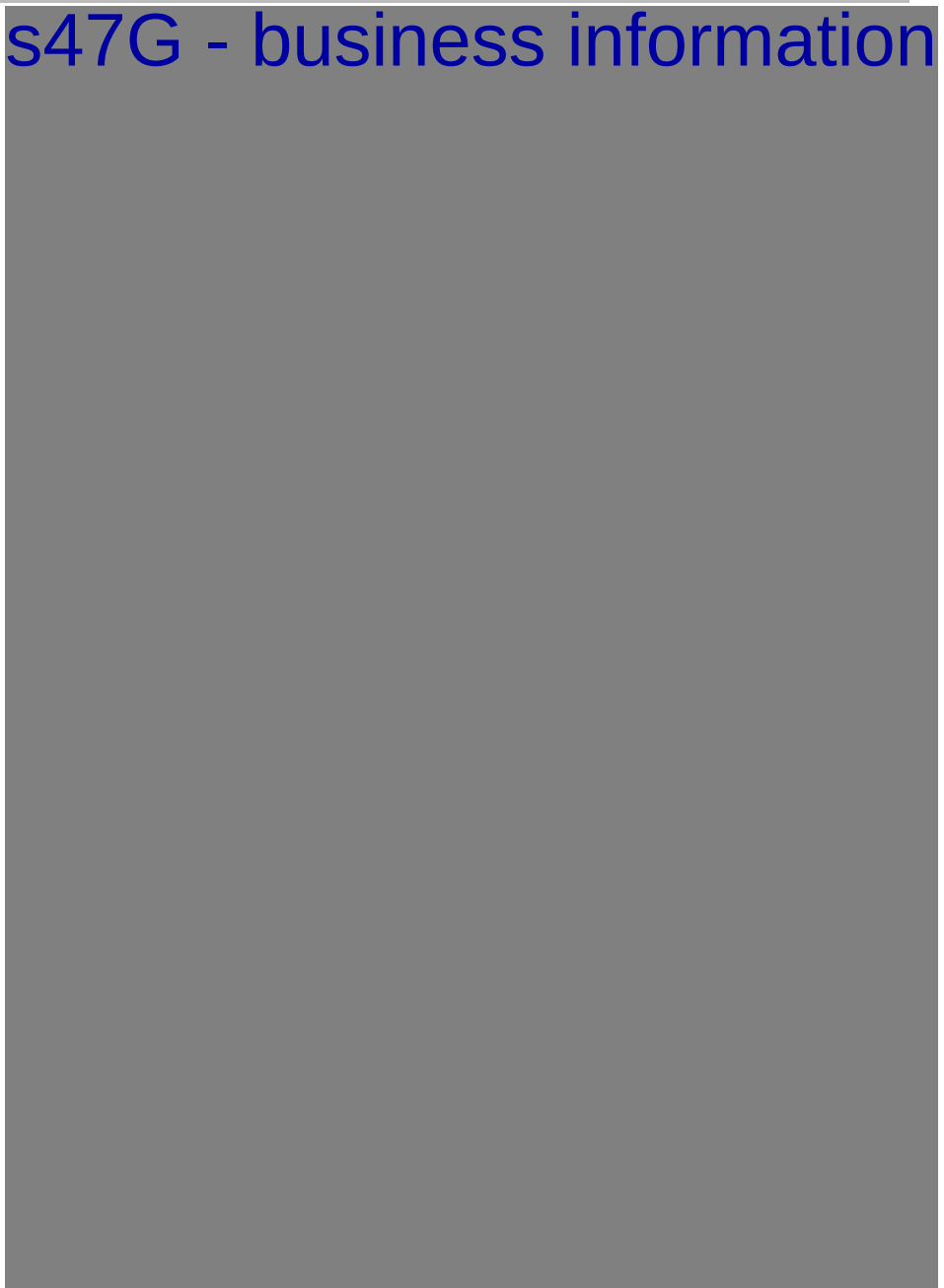
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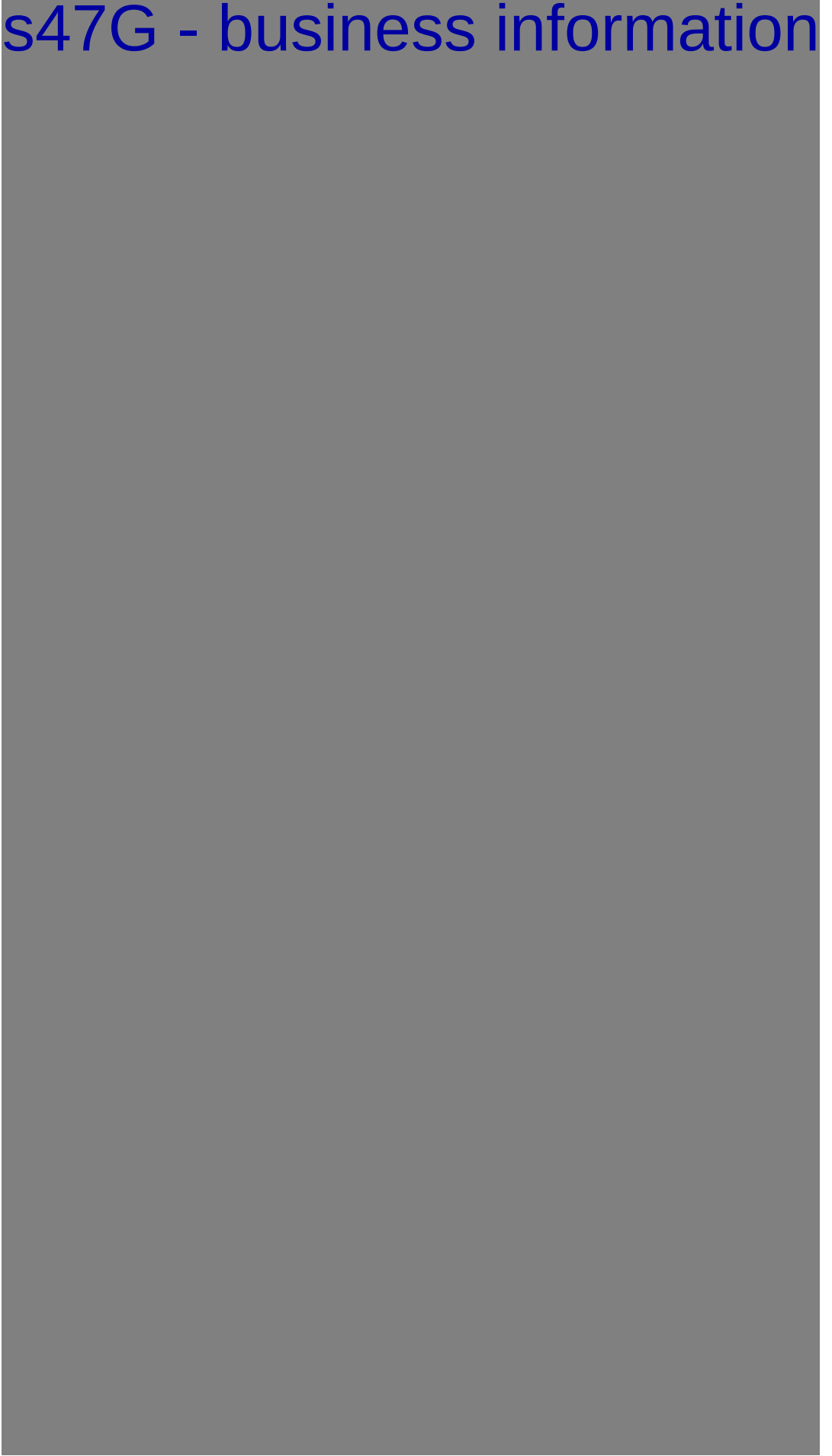


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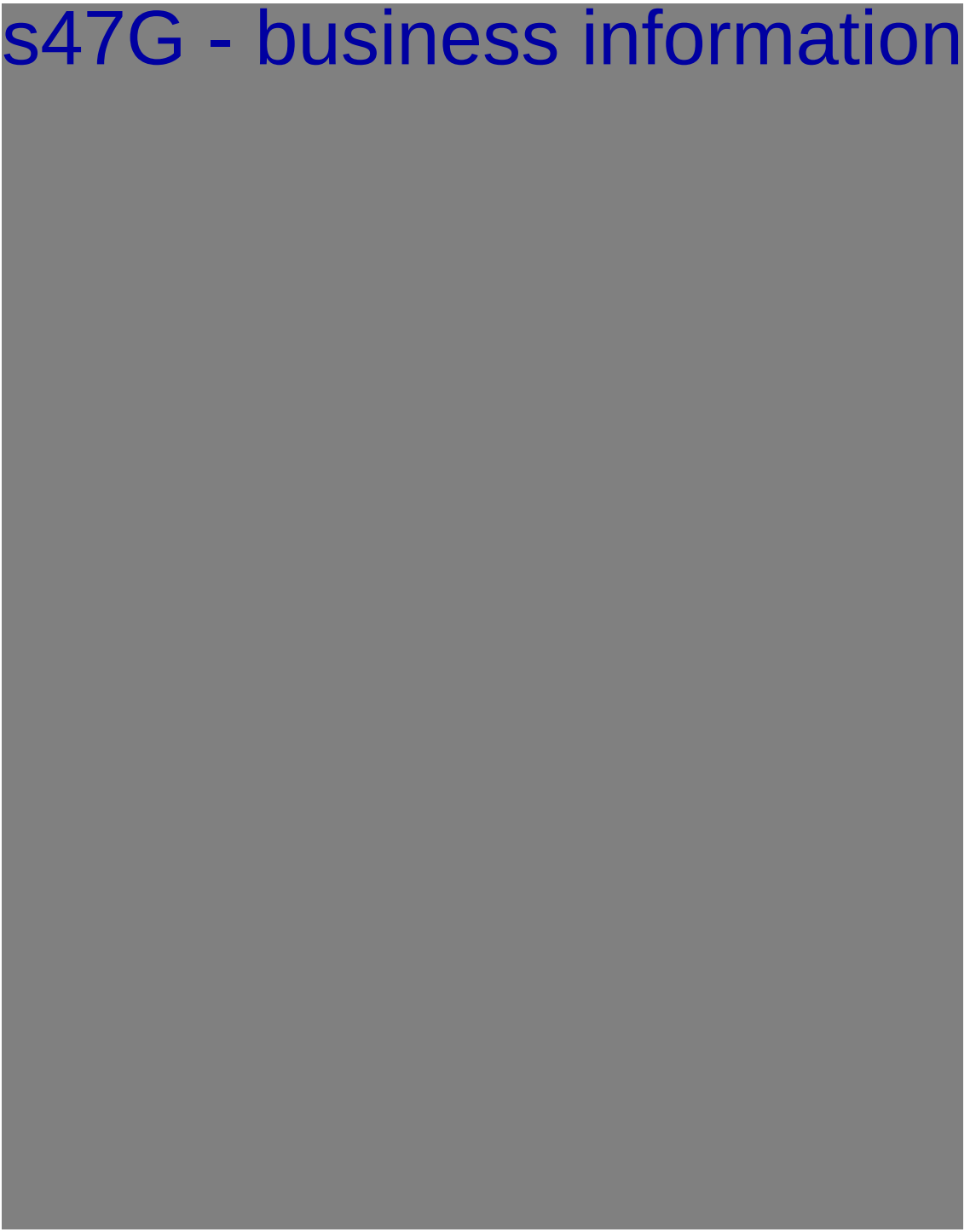
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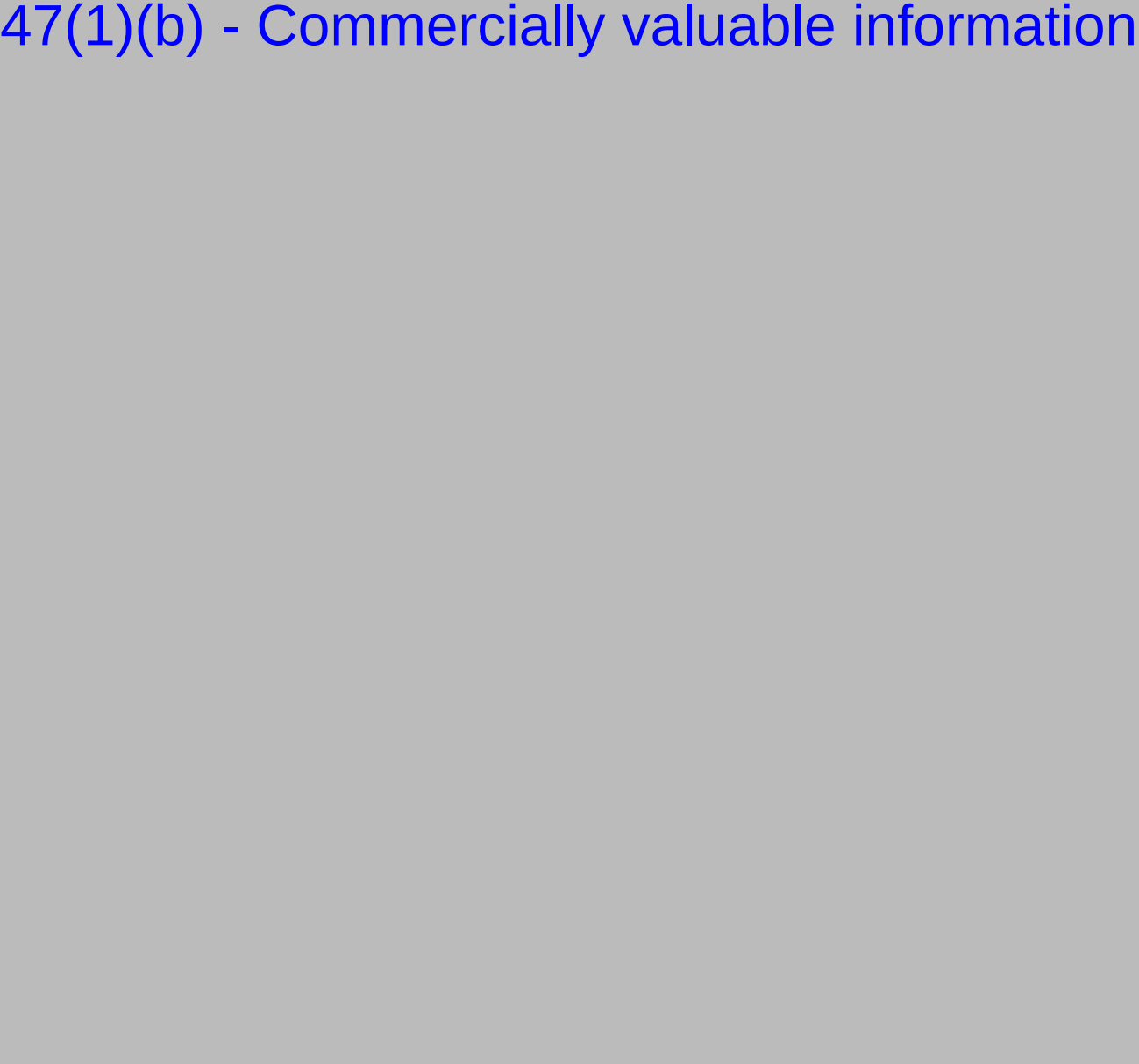
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47(1)(b) - Commercially valuable information



47(1)(b) - Commercially valuable information



1.13. Attachment 2, Statement of Requirements is amended as follows:

(a) Clause 1.1(g) is deleted in its entirety and replaced with the following:

“1.1(g) Throughout the life of this Grant Agreement, the NDIA and the Partner will work collaboratively to develop and improve the NDIS Partners in the Community Services, including by adapting the delivery of Services to meet evolving needs.”

(b) after clause 1.1(g), insert new clauses 1.1(h)-(i) as follows:

(h) An independent review into the National Disability Insurance Scheme (**NDIS Review**) was completed in 2023. The NDIS Review recommended key changes to improve the NDIS, including development of a unified system of support for people with disability, and markets and support systems that empower people with disability.

In response to the NDIS Review, the NDIA will work with people with disability to implement key reforms.

- (i) The Partner acknowledges the need for Services to evolve during the Activity Period, and the need for flexibility in the delivery of functions under this Grant Agreement, as the NDIA implements key reforms. The Partner acknowledges that the volume of Services required, the timing for Service delivery, the manner in which the Services are to be delivered as the participant pathway evolves, and the NDIS Partners in the Community Services to be delivered by the Partner under this Grant Agreement, may change over time.”
- (c) after clause 1.10(h), insert a new clause 1.10(i) as follows:

“1.10(i) Foundational Supports is a key area of reform identified by the NDIS Review, which recommends investment in foundational supports to bring fairness, balance and sustainability to the ecosystem supporting people with disability. The Partner acknowledges that during the Activity Period, as Foundational Supports become available, the Partner will make appropriate linkages to Foundational Supports on the same basis as linkages to community and mainstream services, as described in the LAC Functions detailed in clauses 6-9E.”
- (d) after clause 1.13(h), insert a new clause 1.13(i) as follows:

“1.13(i) Foundational Supports is a key area of reform identified by the NDIS Review, which recommends investment in foundational supports to bring fairness, balance and sustainability to the ecosystem supporting people with disability. The Partner acknowledges that during the Activity Period, as Foundational Supports become available, the Partner will make appropriate linkages to Foundational Supports on the same basis as linkages to community and mainstream services, as described in the EC Functions detailed in clauses 11-19.”
- (e) the heading for clause 3.6 is deleted and replaced with the following:

“Community Capacity Building Plan (LAC Services only from 1 July 2025)”
- (f) clause 3.6(c) is deleted in its entirety and replaced with the following:

“3.6 (c) If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, a single CCB Plan that covers all relevant Service Areas, can be delivered to the NDIA. However, the CCB Plan must include governance arrangements, activities, content, priorities and stakeholder analysis appropriately tailored to each Service Area.”

- (g) clause 3.9(c) is deleted in its entirety and replaced with the following sub-clauses (c)-(d):

47(1)(b) - Commercially valuable information



- (h) after clause 4.5(o), insert new clauses 4.5(p)-(s) as follows:

“Change of Coordinator

- (p) The Partner must implement and maintain a process for receiving and addressing requests for change of individual Coordinator within the Partner organisation.
 - (q) The Partner must advise Clients, Participants and their families and carers, of the option to change their individual Coordinator within the Partner organisation.
 - (r) The process must be reasonably available on the Partner's premises to any person interacting with the Partner and on the Partner's website.
 - (s) Where requested, the Partner will use best endeavours to, wherever possible, match Clients or Participants, and their families and carers, to individual Coordinators that align with Clients', Participants' and their families' and carers' preferences. This may include, but is not limited to, consideration of cultural background and disability specific experience.”
- (j) Before clause 11.1(a), insert the following new sub-clauses (a)-(c), and existing sub-clauses (a)-(c) are renumbered as sub-clauses (d)-(f):
- ### “11.1 Overview
- (a) From 1 July 2025, Community Capacity Building is not an EC function to be delivered by the Partner.
 - (b) Notwithstanding clause 11.1(a), following prior notice and consultation with the Partner and having regard to the Partner's operational capacity, the NDIA may allocate community capacity building activities to the Partner as a work item.

- (c) If the NDIA allocates community capacity building activities as a work item under this clause, then:
 - (i) clauses 11.2 and 11.3 apply;
 - (ii) the Partner will be required to work flexibly in accordance with clause 62.8 of the Grant Agreement.”

(k) 47(1)(b) - Commercially valuable information

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- (l) the estimated volumes for 1 July 2025 to 30 June 2027 at ‘Annexure A – Latrobe Community Health Service (Grant Agreement) – LAC – Volumes’ and terminology at ‘Annexure C – LAC Terminology applicable from 1 July 2025’ to this Deed, are inserted at the end of Part B – ‘Service Areas, Participant Volumes and Remote and Very Remote Areas’.

47(1)(b) - Commercially valuable information

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47(1)(b) - Commercially valuable information

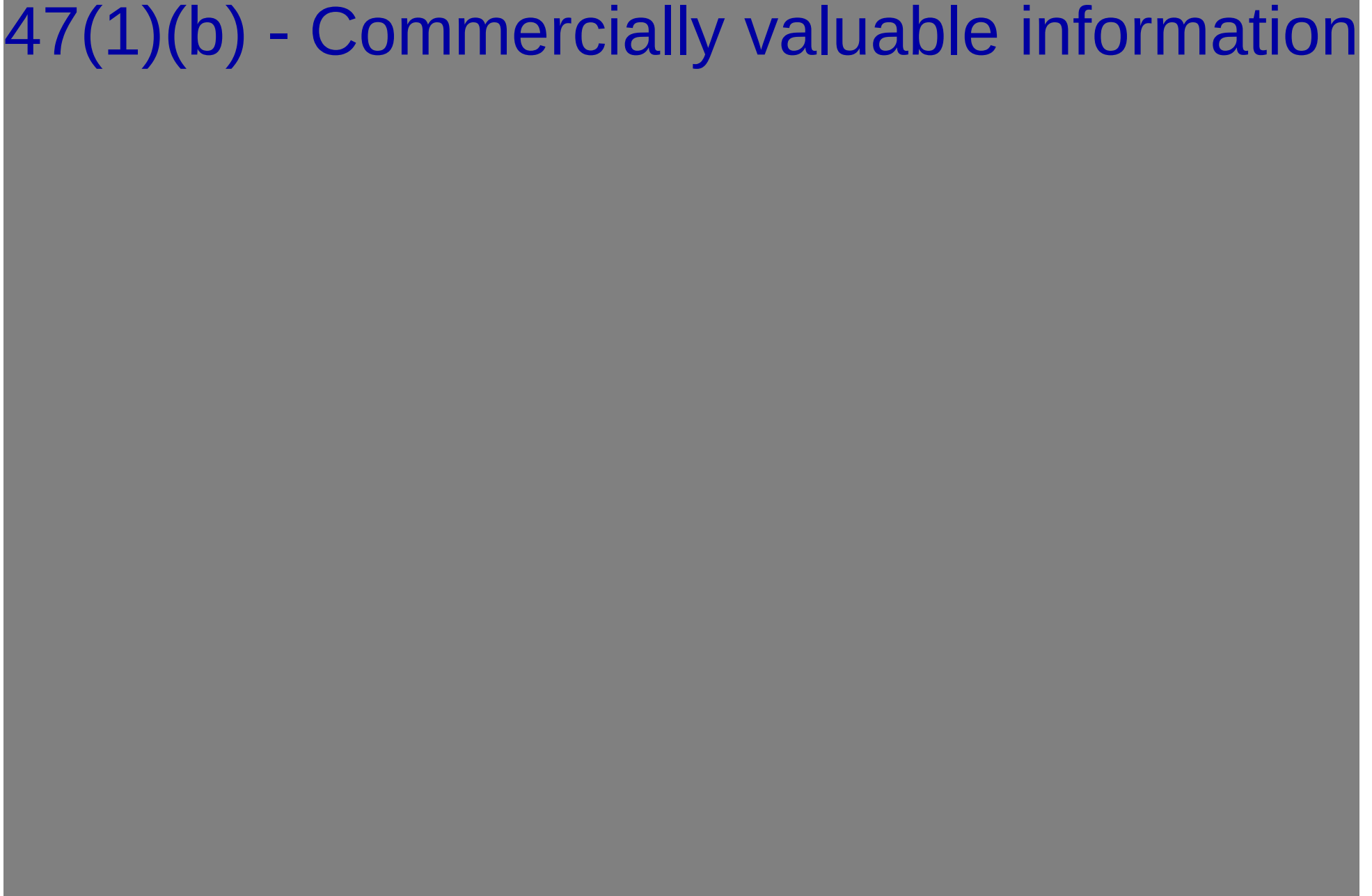


Table 3 Balanced Scorecard Metrics and Targets for Local Area Coordination (LAC) Partners

Focus Measure	Primary Metric (LAC)	Stage 1 Target	Stage 2 Target	Stage 3 Target
1. Outcomes	Percentage of participants and people with disability, who have a goal linked to social participation in the last 12 months.	≥ 60%	≥ 65%	≥ 70%
2. Practice	Percentage of participants and people with disability report “My LAC understands me and my circumstances”.	≥ 70%	≥ 73%	≥ 75%
3. Connections	Percentage of participants and people with disability, requests that result in a successful connection to community and other government services in last 12 months.	≥ 70%	≥ 75%	≥ 80%
4. Satisfaction	Percentage of participants and people with disability that report they are satisfied with the service provided by the partner.	≥ 75%	≥ 73%	≥ 76%
5. Timeliness	Percentage of relevant Participant Service Guarantee commitments and Partner in the Community service level agreements met or exceeded.	≥ 85%	≥ 88%	≥ 90%
6. Volumes	Percentage of activities completed against overall demand.	≥ 80%	≥ 83%	≥ 85%
7. Quality	Percentage of sampled records and services reviewed that meet NDIA quality measures.	≥ 70%	≥ 75%	≥ 80%
8. Insurance Approach	Percentage of participants and people with disability that report the Partner has assisted in building individual capacity.	≥ 60%	≥ 63%	≥ 65%
9. Community Capacity Building	Percentage of community capacity building plan activities reported as ‘completed’ or ‘in progress – on track’.	≥ 70%	≥ 80%	≥ 90%

**Annexure A – Latrobe Community Health Service (Grant Agreement) – LAC – Volumes
(attached)**

**Annexure B – Latrobe Community Health Service (Grant Agreement) – EC – Volumes
(attached)**

Annexure C – LAC Terminology applicable from 1 July 2025

Activity Name	Service description	Volumes description
LAC Ongoing Participants at month end	N/A	The number of participants at the month end that: • have an active Plan, and • were aged 9 or more years of age at the month end date
Community Capacity Building (hours)	LAC Partners build an understanding of their communities and the diversity that is within them. LACs engage with communities, share information and build and strengthen connections between people with disability and their community. LAC Partners conduct community capacity building activities that enable communities to be more responsive to the needs of people with disability. They help communities remove barriers to inclusion and participation through awareness of the diverse needs and experiences of people with disability in their community.	The number of hours of Community Capacity Building activity provided during the month.
General Information Provision (hours)	LAC Partners assist people with disability to access accurate, timely and accessible information,	The number of hours of General Information Provision provided during the month. This is based on

Activity Name	Service description	Volumes description
	which may be relevant to the NDIS or to their local community. These individuals have their needs met through a once-off interaction without requiring further progression to Community Connections and Supports or a Scheme Access Request.	intake for people with disability unlikely to receive funded supports, who are best supported via a once-off interaction.
Community Connections and Supports Plan	LAC Partners work alongside people with disability to tell their story and look to understand the individual's needs and what they want to achieve. People at this stage could be new to the NDIS or have had an experience within the disability sector. If the person is likely to benefit from additional support, LAC Partners will support to build the person's capacity to find information and link to local community and mainstream supports and services. Where appropriate, the person's story, their goals, and current informal, community and mainstream supports will be documented in a plan for the person. The outcome of Community Connections and Support	Volumes are presented for the month of completion of this activity. This is based on expected intake for people with disability that are unlikely to require funded supports, and for people with disability who go onto become a participant, across the General, Supported, Intensive and Super Intensive streams.

Activity Name	Service description	Volumes description
	can result in two pathways for the person: 1) they have been appropriately supported by the Partner to get the information they need and make connections that meet their needs; or 2) they wish to test their eligibility for the NDIS and receive Scheme Access Support.	
Scheme Access Support	LAC Partners assist, where appropriate, people with disability to understand the NDIS access criteria and process and will work alongside them to help test their eligibility for the NDIS. People who present at this stage may have already interacted with the Scheme or the Partner. They may have received Information Provision or Community Connections and Supports, and the LAC Partner has determined they are likely to meet the Scheme's eligibility requirements. Alternatively, the person may decide that they would like to apply for the NDIS and would like the LAC Partner to support them to do this.	Volumes are presented for the month of completion of this activity. Volumes are based on expected intake for people with disability who go on to become a participant across the General, Supported, Intensive and Super Intensive streams.

Activity Name	Service description	Volumes description
Plan Build	LAC Partners work with NDIS Participants to understand what reasonable and necessary funded supports are to be included in an NDIS Participant's plan and build an appropriate plan budget for an NDIA delegate to approve. Plan Budget Development is completed after the person has been given access to the Scheme, or as part of a plan reassessment or variation.	There are no volumes presented for this function, as this activity is expected to be completed by NDIA planners.
Plan Implementation	LAC Partners work closely with a Participant to assist them to make best use of their funded, community and mainstream supports in their plan. The plan implementation meeting occurs after the approval of a plan including both first plans and plan reassessments or variations. LAC Partners explain to NDIS Participants how they can use their NDIS plan to access supports and services they need to work towards their goals. This includes how to make best use of the reasonable and necessary funded supports in their NDIS plan and how it	Volumes are presented for the month of completion for implementation. This includes implementation for participants streamed as General and Supported. An implementation meeting is allocated for 100% of first plans. Plan reassessments and plan variations have an assumed take-up rate of 50%, based on current acceptance of plan implementation meetings.

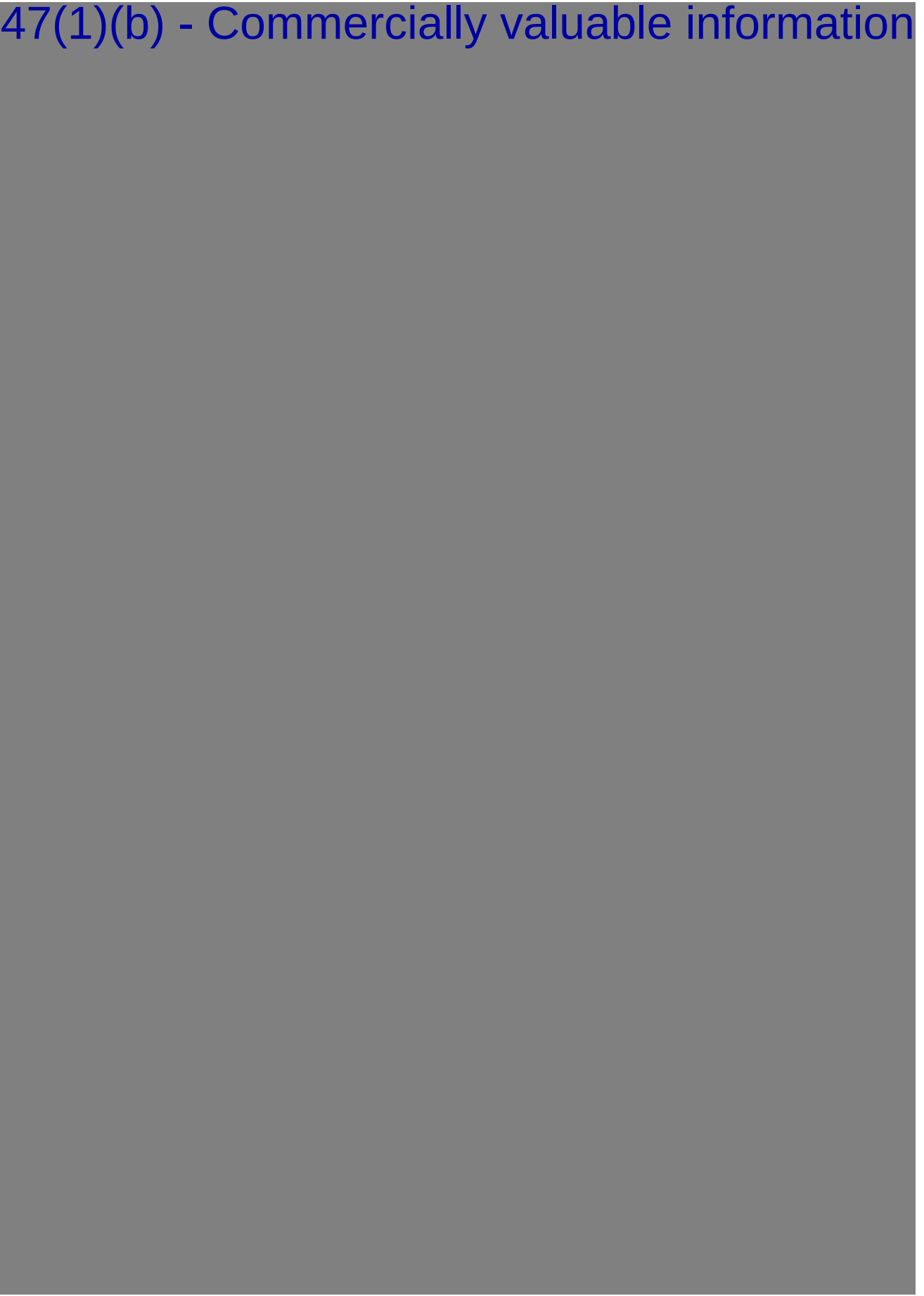
Activity Name	Service description	Volumes description
	can complement their existing or new community and mainstream services and supports. LAC Partners help NDIS Participants to develop skills to understand and manage their NDIS plan. The Plan Implementation meeting occurs after the approval of a NDIS plan at both first plans and plan reassessments or variations.	
Check-Ins	LAC Partners check-in with NDIS Participants to support the review of goal progress, plan utilisation, on-going Scheme eligibility and/or identification of any changes in circumstances that may require a variation of their NDIS plan. Check-Ins may be scheduled (prior to the end of funded supports) or unscheduled as initiated by the Agency or by the participant.	Volumes are presented for the month of completion of this activity. This is derived by applying the annual check-in frequency to 1/12 of ongoing Participants at month end. The volumes assume 1.25 check-ins per annum for participants streamed General and Supported.
Information Gathering for Plan Reassessments (additional effort)	LAC Partners offer support to NDIS Participants that may need to make changes to their plan. They support NDIS Participants to gather information ahead of plan reassessments conducted by the NDIA.	Volumes are presented for the month of completion of this activity. Partner work effort is allocated for information gathering for plan reassessments for this volumes category.

Activity Name	Service description	Volumes description
	Plan reassessments can either be scheduled, as per a set date in the NDIA business system, or unscheduled, which can be conducted by the NDIA or at the request of the participant whereby the NDIA has accepted the request.	
Information Gathering for Plan Reassessments (total)	LAC Partners offer support to NDIS Participants that may need to make changes to their plan. They support NDIS Participants to gather information ahead of plan reassessments conducted by the NDIA. Plan reassessments can either be scheduled, as per a set date in the NDIA business system, or unscheduled, which can be conducted by the NDIA or at the request of the participant whereby the NDIA has accepted the request.	This volumes category represents the total volume of plan reassessments and is inclusive of the volumes in "Information Gathering for Plan Reassessment (additional effort)". Partner work effort associated with plan variations and no plan change are reflected in check-ins, ongoing implementation support and plan implementation (plan variation only) volume categories.
Ongoing implementation support	LAC Partners support NDIS Participants with ongoing support to use and manage their NDIS plan. Ongoing Participant Support occurs over the life of the NDIS plan and includes responding to NDIS Participant enquiries and	Volumes reflect the number of participants for which ongoing Plan implementation support is provided during the month. Volumes are presented for the month of completion of this activity. This is based on

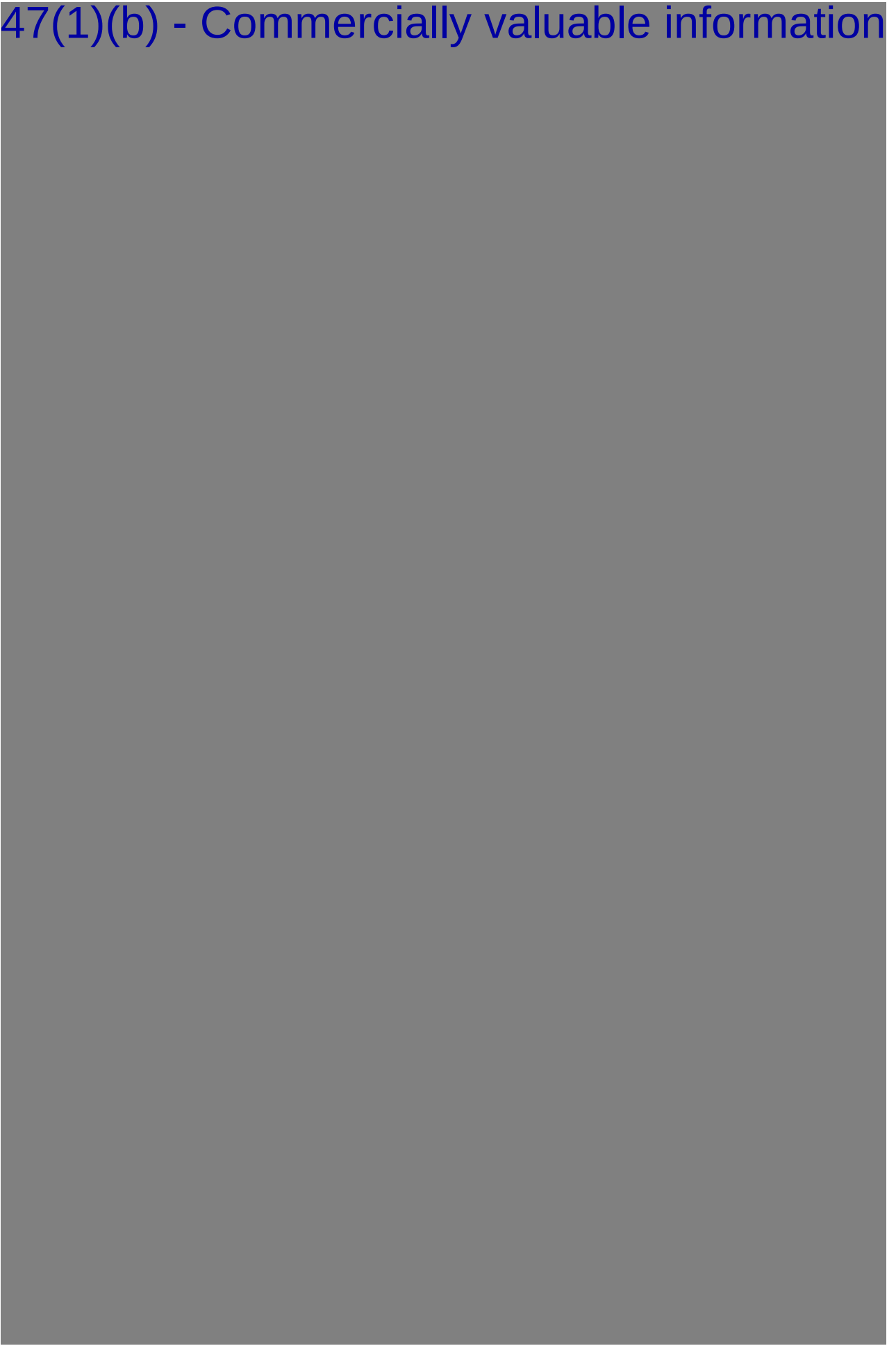
Activity Name	Service description	Volumes description
	requests for support with implementation challenges. It may also include administration and other monitoring activity at the direction of the NDIA.	1/12 of ongoing Participants at month end.

47(1)(b) - Commercially valuable information

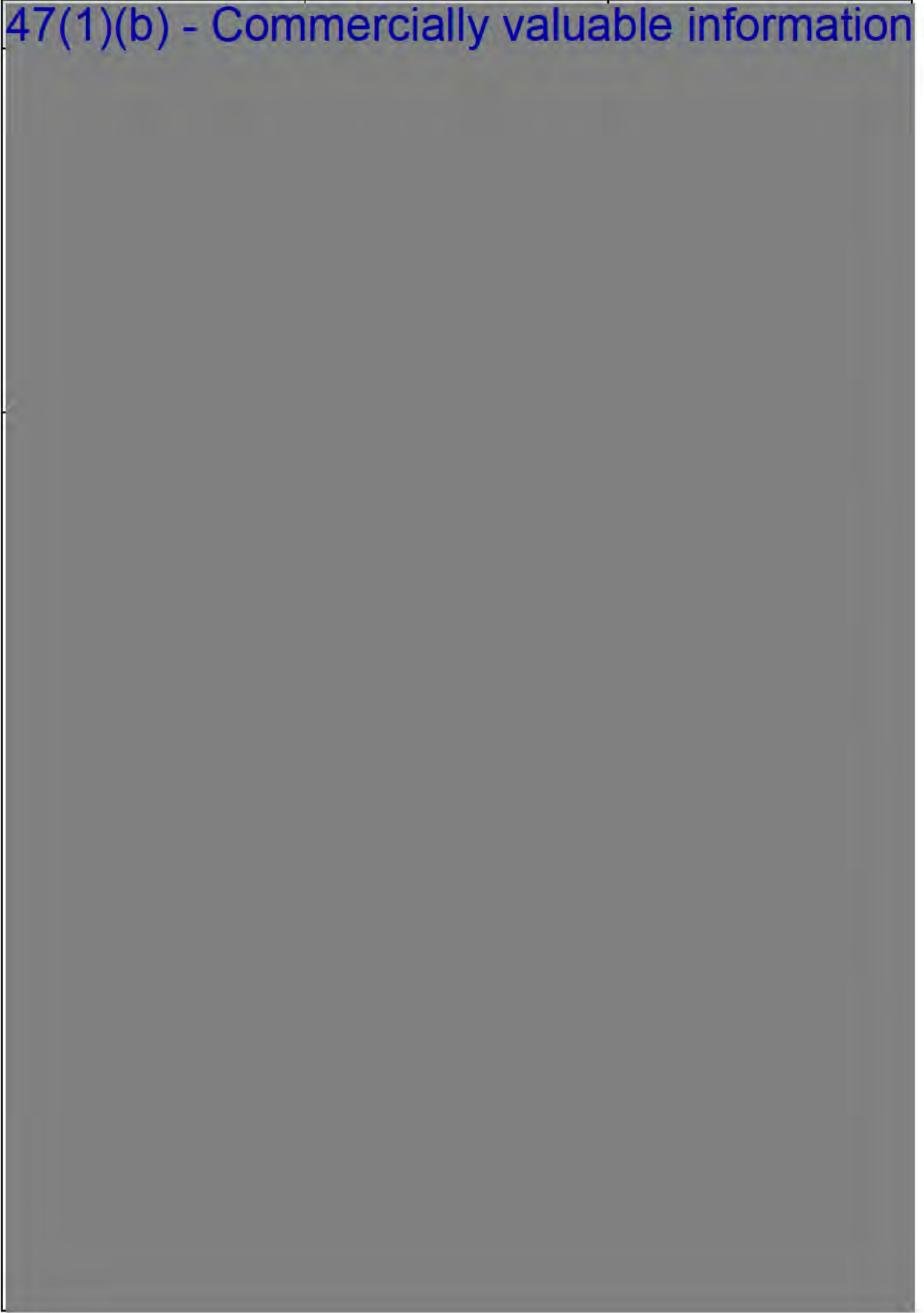
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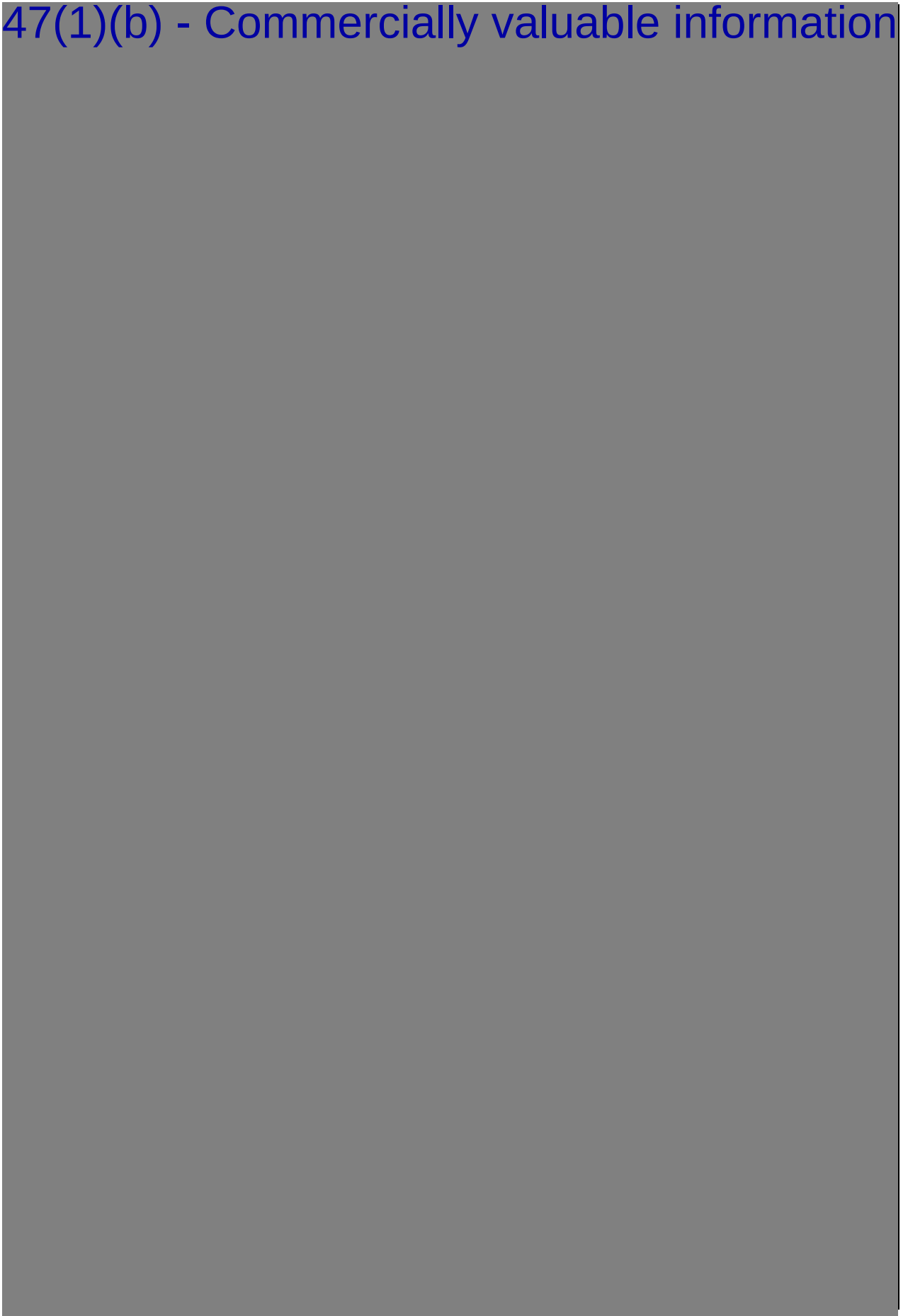
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47(1)(b) - Commercially valuable information

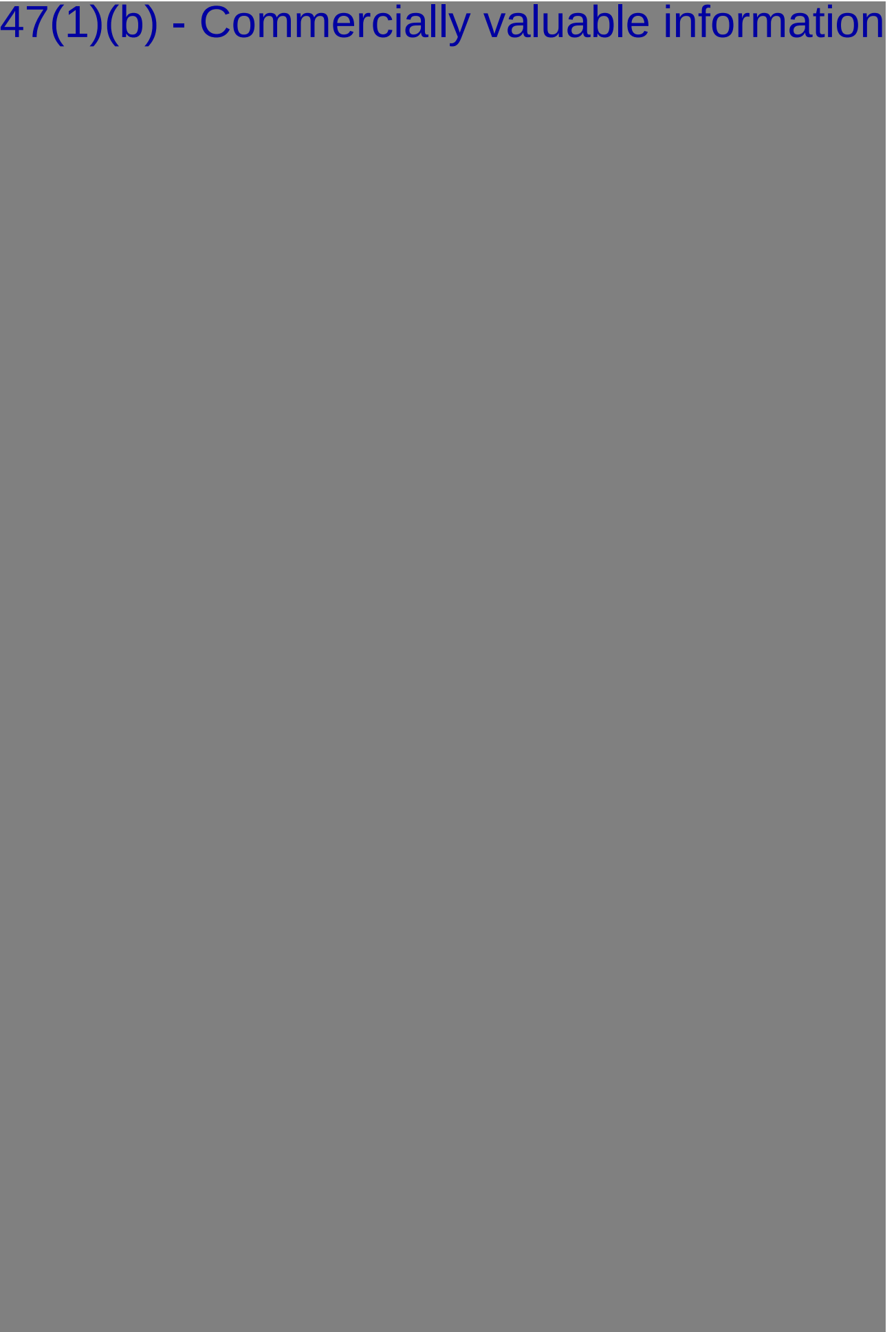


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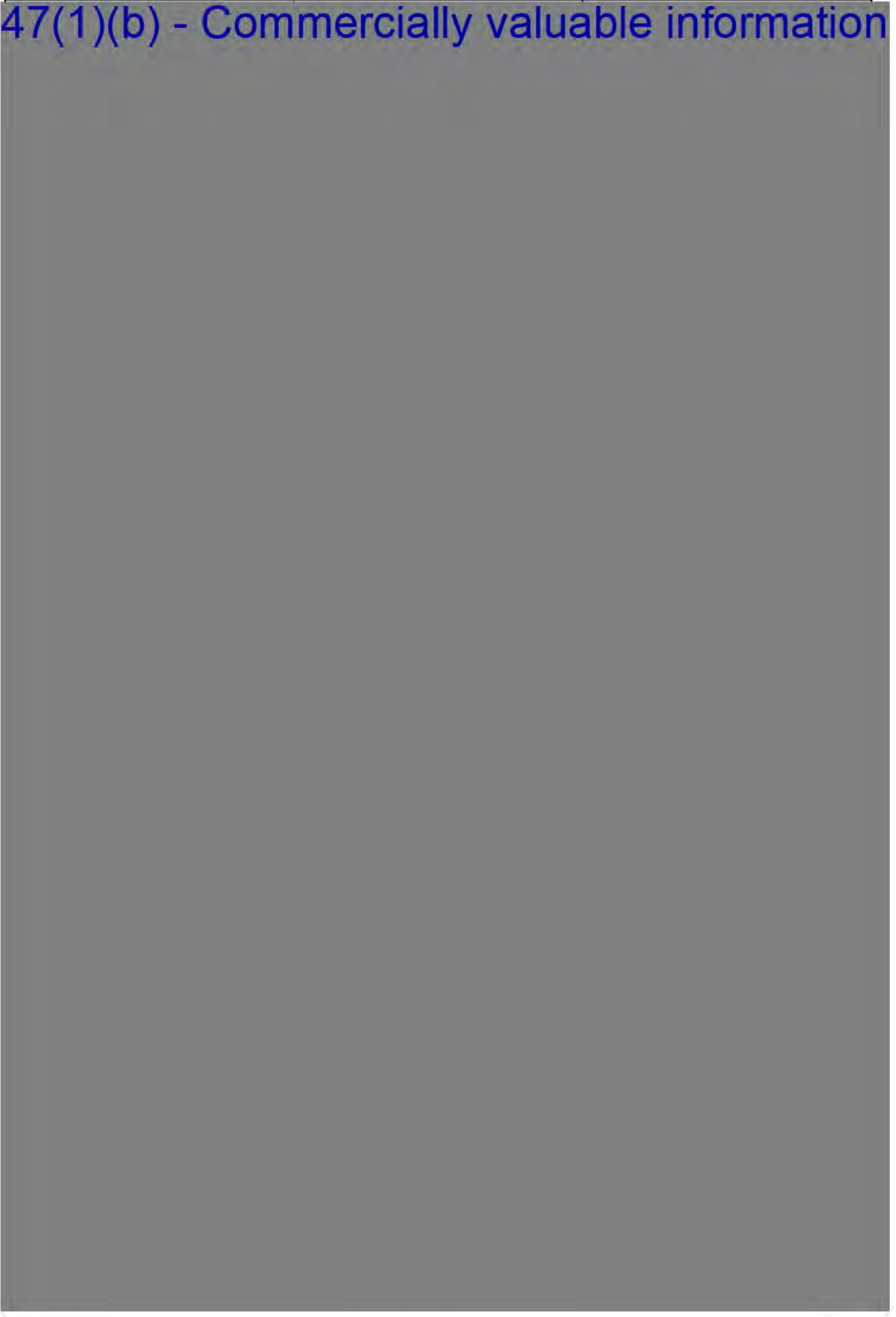


This document was released under the Freedom of Information Act 1982 by the National Disability Insurance Agency.

47(1)(b) - Commercially valuable information



47(1)(b) - Commercially valuable information



47(1)(b) - Commercially valuable information



Schedule 2

(Consolidated Amended Agreement attached.)

Contract for the Provision of Local Area Coordination and Early Childhood (EC) Partner Services in Central Highlands

Between

Name	National Disability Insurance Agency (formerly National Disability Insurance Scheme Launch Transition Agency) ABN 25 617 475 104
Address	13 – 19 Malop Street, Geelong VIC 3220
Short name	NDIA

and

Name	Latrobe Community Health Service Ltd ACN 136 502 022
Address	PO Box 960 Morwell, Victoria 3840
Short name	Partner

Background

- A. The NDIS Act vests the Agency with the following functions:
- A.1 delivering the National Disability Insurance Scheme so as to, amongst other things, support the independence, and social and economic participation, of people with disability and enable people with disability to exercise choice and control in the pursuit of their goals and the planning and delivery of their supports;
 - A.2 managing, and advising and reporting on, the financial sustainability of the NDIS;
 - A.3 developing and enhancing the disability sector, including encouraging contemporary best practice in the sector;
 - A.4 building community awareness of disabilities and the social contributors

to disabilities;

A.5 collecting, analysing and exchanging data about disabilities and the supports for people with disability; and

A.6 undertaking research relating to disabilities, the supports for people with disability and the social contributors to disabilities.

B. The Agency requires the Services in order to:

B.1 assist people with disability, their families and carers to exercise choice and engage with the National Disability Insurance Scheme;

B.2 ensure that people with disability can be supported outside the National Disability Insurance Scheme by working with communities to build awareness and to become more inclusive of the range of needs and aspirations of people with disability;

B.3 47(1)(b) - Commercially valuable information

B.4 47(1)(b) - Commercially valuable information

C. The parties agree that performance of the Services will be measured against the Performance Management Framework as set out in Attachment 8.

D. Throughout the life of this Contract, the NDIA and the Partner will work collaboratively to develop and improve the NDIS Partners in the Community Services, including by adapting the delivery of Services to meet evolving needs.

E. An independent review into the National Disability Insurance Scheme (**NDIS Review**) was completed in 2023. The NDIS Review recommended key changes to improve the NDIS, including development of a unified system of support for people with disability, and markets and support systems that empower people with disability. In response to the NDIS Review, the NDIA will work with people with disability to implement key reforms.

- F. The Partner acknowledges the need for Services to evolve during the Contract Period, and the need for flexibility in the delivery of functions under this Contract, as the NDIA implements key reforms. The Partner acknowledges that the volume of Services required, the timing for Service delivery, the manner in which the Services are to be delivered as the participant pathway evolves, and the NDIS Partners in the Community Services to be delivered by the Partner under this Contract, may change over time.
- G. The Partner has offered to provide the Services on the terms and conditions contained in this Contract.
- H. The Agency has agreed to accept the offer by the Partner on the terms and conditions set out in this Contract.

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The Parties agree as follows:

Agreed Contract Terms

1. Priority of Contract documents

1.1 To the extent of any inconsistency between two or more documents which form part of the Contract, those documents will be interpreted in the following (descending) order of priority:

- (a) Attachment 1;
- (b) the Agreed Contract Terms;
- (c) the Attachments, other than Attachment 1; and
- (d) any other document incorporated by reference in the Contract.

2. Duration of Contract**2.1 Contract Period**

The Contract begins on the Contract Commencement Date and continues for the Initial Term.

2.2 Option to extend Contract Period

- (a) If the Agency wishes to extend the Contract for the Further Term(s), the Agency will at least 6 months before the expiry of the then current Term:
 - (i) give written notice to the Partner; and
 - (ii) notify the Partner of the maximum funds available to provide the Services for each Service Area for each quarter during the proposed Further Term.
- (b) If the Agency gives notice under clause 2.2(a):
 - (i) the Partner will prepare a proposed schedule of Monthly Charges for the proposed Further Term for the Agency's consideration and the quarterly amount proposed by the Partner must not exceed the maximum available funding notified by the Agency;
 - (ii) the parties will hold good faith negotiations in relation to any variations to the Contract which one or both Parties consider are required;

- (iii) the Agency will prepare an updated Contract incorporating Monthly Charges for the Further Term and any variations agreed by the parties; and
- (iv) where the parties agree to extend the Contract for a Further Term, each party will take all necessary steps to vary the Contract in accordance with clause 39.1.
- (c) If the parties agree to vary the Contract in accordance with clause 2.2(b)(iv), the Contract will continue for the Further Term unless it is terminated in accordance with clause 32. If the parties do not agree to extend or vary the Contract in accordance with clause 2.2(b)(iv), this Contract will expire at the end of the then current Term.

3. **General obligations of the Partner**

3.1 The Partner must, at all times:

- (a) act reasonably in performing its obligations and exercising its rights under the Contract;
- (b) diligently perform its obligations under the Contract; and
- (c) promptly give written notice to the Agency Representative if the Partner becomes aware of any matter that could impact on the scope, timing or performance of the Services, including details of the likely impact on the Services and the Partner's recommendations to minimise the impact.

4. **Provision of Services**

4.1 Service obligations

- (a) Without limiting its obligations, the Partner must provide the Services:
 - (i) as specified in Attachment 3 (Statement of Work);
 - (ii) to the reasonable satisfaction of the Agency;
 - (iii) in a spirit of cooperation and good faith;
 - (iv) with due skill and care and to the best of the Partner's knowledge and expertise;

- (v) to a high standard and in accordance with the professional standards of conduct and practice applying to the National Standards for Disability Services and/or other quality standards identified by the Partner;
- (vi) in accordance with Attachment 8 (Performance Management Framework);
- (vii) in accordance with relevant Laws, Australian industry standards, best practice and guidelines or where none apply, relevant international industry standards, Agency and Commonwealth policies and specific requirements including any specified in Attachment 1;
- (viii) using the Specified Personnel (if any);
- (ix) in accordance with any reasonable directions given by the Agency from time to time (in so far as they are consistent with the provisions of the Contract);
- (x) in accordance with the provisions of the Contract;
- (xi) in a manner consistent with the Participant Service Charter; and
- (xii) ensuring that the Agency is fully and accurately informed on all matters which are relevant to the Services.

4.2 Incidental services

If incidental services, Materials or functions are required for the proper provision of the Services, they will be taken to be included in the scope of the Services. The Partner also agrees that minor and reasonable requests will be accommodated as part of the Services at no additional cost notwithstanding that they are not specifically set out in the Contract.

4.3 Innovation and continuous improvement

The Partner must perform the Contract in a manner that seeks to identify and implement innovation and continuous improvement, including to the quality, effectiveness (including cost-effectiveness) and efficiency of the Services in a way that evolves with changes in the Scheme Objectives, the Bilateral

Agreement and the Agency's role and requirements. The Partner must report on any innovation or improvements implemented in the performance of the Contract in accordance with the reporting requirements specified in Attachment 3 (Statement of Work). The Agency may, but is not obliged to, assist the Partner to identify and/or implement innovations or improvements.

4.4 Partner warranties

The Partner represents and warrants that:

- (a) it has, and will continue to have, all rights, title, licences, interests and property necessary to lawfully provide the Services;
- (b) it and its Subcontractors and Personnel, including its Specified Personnel:
 - (i) have, and will continue to have, the necessary experience, skill, knowledge, expertise and competence to provide the Services;
 - (ii) (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to provide the Services;
 - (iii) comply with clause 13 (Vulnerable Persons, Children, Eligibility and Suitability Checks and Criminal Offences) and are otherwise fit and proper people to perform the Services;
- (c) it is compliant with, and at all times during the term of this Contract will comply with, clause 25 of these Terms and Conditions;
- (d) not used;
- (e) not used;
- (f) the Services will be fit for purpose;
- (g) the Services will be complete and accurate;
- (h) any materials that the Partner incorporates in the Services are free from defects in design, performance and workmanship;
- (i) all work performed under the Contract will be carried out and completed in a manner that is consistent with the objectives of the Scheme as

articulated in the NDIS Act and Rules, including the Scheme Objectives, Attachment 8 (Performance Management Framework), and in a manner that supports achieving the requirements set out in the Bilateral Agreement;

- (j) it will not engage in any practice that dishonestly or improperly manipulates records, outcomes or the Services with the intention of maximising payments to, or otherwise obtaining a benefit for, the Partner or any other person;
- (k) it has, and will continue to have, full corporate power and authority to enter into, perform and observe its obligations under the Contract and that the execution, delivery and performance of the Contract has been duly and validly authorised by all necessary corporate action;
- (l) it and any proposed Subcontractors do not have any unpaid Claims in respect of judicial decisions made against them relating to employee entitlements, other than those for which the Partner or Subcontractors has lodged a formal appeal that has not yet been determined; and
- (m) it is not aware of any:
 - (i) matter relating to the commercial, financial or legal capacity or status of the Partner that has not been disclosed to the Agency and may affect the ability of the Partner to perform the Services;
 - (ii) litigation, proceedings, judicial or administrative enquiry, investigation, claim or allegation, current actual or threatened, and whether admitted or contested, by another person or body (including regulatory bodies such as the Australian Securities and Investments Commission, the Australian Competition and Consumer Commission, the Australian Stock Exchange or equivalent bodies), against or in any way involving the Partner or any settlement in respect of any such matter;
 - (iii) proven or alleged breach or default under any law, regulation, agreement, order or award binding on the Partner;

(iv) criminal or other act or any other behaviour, conduct or activity of the Partner which may:

- (A) materially and adversely affect the Partner's credit worthiness, integrity, character or reputation; or
- (B) attract or have attracted negative publicity or attention or generate public or media criticism either inside or outside of Australia,

and which was not disclosed to the Agency prior to execution of this Contract.

The Partner acknowledges that the Agency is entering into this Contract in reliance on the Partner's warranties in this Contract.

4.5 Access to the Agency's premises, documents and information

- (a) The Agency will provide the Partner with access to the Agency's premises and facilities as reasonably necessary to enable the Partner to provide the Services, as set out in Attachment 3 (Statement of Work) or otherwise upon the Partner providing at least five Business Days' written notice; and
- (b) The Agency will provide the Partner with the documents and information set out in Attachment 3 (Statement of Work) and referred to in Attachment 8 (Performance Management Framework).

4.6 Conduct at the Agency's premises

Without limiting clause 36 or any other obligation under the Contract, the Partner must, and must ensure that its Personnel and Subcontractors, comply with all reasonable directions given by the Agency, and the Agency's policies provided or available, when on the Agency's premises.

4.7 Access to documents

- (a) In this clause 4.7, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982* (Cth).
- (b) Where the Agency has received a request for access to a document created by, or in the possession of, the Partner or any Subcontractor

that relates to the performance of this Contract (and not to the entry into the Contract), the Agency may at any time by written notice require the Partner to provide the document to the Agency and the Partner must, at no additional cost to the Agency, promptly comply with the notice.

4.8 Archives Act 1983

- (a) The Partner must not destroy or arrange for, nor effect a transfer of custody or ownership of any Commonwealth Record without the prior written approval of the Agency and the National Archives of Australia.
- (b) Where the Agency and the National Archives of Australia authorise the destruction or transfer of custody of a Commonwealth Record by or to the Partner, the Partner must comply in every respect with the requirements of the *Archives Act 1983* (Cth) or guidelines issued by National Archives of Australia.
- (c) The Partner must comply with any direction given by the Agency for the purpose of transferring Commonwealth Records to the National Archives of Australia or providing the National Archives of Australia with full and free access to Commonwealth Records.

4.9 Workplace Gender Equality

- (a) This clause 4.9 applies only to the extent that the Partner is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).
- (b) The Partner must comply with its obligations, if any, under the WGE Act.
- (c) If the Partner becomes non-compliant with the WGE Act during the Contract Period, the Partner must notify the Agency Representative.
- (d) If the Contract Period exceeds 18 months, the Partner must provide a current letter of compliance within 18 months from the date of the Contract and, following this, annually to the Agency.
- (e) Compliance with the WGE Act does not relieve the Partner from its responsibility to comply with its other obligations under the Contract.

4.10 Information and resources on 'as is' basis

To the extent that the Agency licences, provides or otherwise makes available any information or resources to the Partner under this Contract (collectively 'Agency Resources') they are provided to the Partner on an 'as is' basis, and the Partner acknowledges and accepts that, to the extent permitted by Law, no representation has been made and no warranty is or has been expressly or impliedly given by or on behalf of the Agency or its Personnel in respect of:

- (a) the condition, state of repair, quality, fitness for purpose or merchantability of any of Agency Resources; and
- (b) the accuracy, completeness, currency, suitability or efficacy of any of the Agency Resources.

4.11 Approval for research

- (a) The Partner must obtain the approval of the NDIA's Director of Research or his or her delegate prior to conducting, collaborating on or commissioning any research whatsoever in respect of the NDIA or the Scheme, including the Services, Participants or Agency Data, or to publish such research or the findings or results of such research.
- (b) If such approval is given under clause 4.11(a), the Partner agrees that:
 - (i) the research is not, and must not be represented to any third party as being, part of the Services provided under this Contract;
 - (ii) it must comply, and ensure its subcontractors comply, with all applicable research governance requirements issued by the NDIA regarding the conduct, collaboration, commissioning or publication of that research; and
 - (iii) the costs of the research will be fully borne by the Partner.

5. Change Proposal and Function Volume Changes

- 5.1 Without limiting clause 39.1, the Agency may at any time notify the Partner in writing (Change Notice) that it wishes to vary this Contract, including to vary the Charges or vary the nature or scope of the Services (other than the appointment of Additional Resources pursuant to clause 10) (Contract Change). The Change Notice will set out the proposed effective date and the

nature of the Contract Change. Where a Contract Change involves a significant change to the scope of the Partners in the Community Program, the Services or the Charges, the Agency will issue the Change Notice at least six months prior to the proposed effective date of the Contract Change.

- 5.2 As soon as practicable after receipt of the Change Notice, but in any event within 20 Business Days, the Partner must provide a written proposal (the Change Proposal), setting out:
- (a) the steps required to implement the Contract Change (if any);
 - (b) where the Contract Change relates to:
 - (i) a variation to the Charges, the changes to the Services which the Partner proposes (if any);
 - (ii) a variation to the nature or scope of the Services, the changes to the Charges which the Partner proposes (if any), to reflect the impact of the variation supported by reasons for the change and relevant documents which support or validate the change, including a full cost breakdown. The Partner must on request give the Agency full access to the Partner's financial records to investigate the reasonableness of the proposed changes;
 - (c) any other changes to the terms of the Contract (including any Schedules) required to implement the Contract Change, supported by reasons;
 - (d) if the Partner anticipates any difficulties with implementing the Contract Change by the proposed effective date set out in the Contract Change, an alternative timeframe supported by reasons;
 - (e) any risks associated with the Contract Change and recommendations for minimising those risks.
- 5.3 Any costs associated with assessing a Change Notice and preparing the Change Proposal shall be borne by the Partner.
- 5.4 The Agency may accept or reject the Change Proposal by notice in writing to the Partner including, where the Change Proposal has been rejected, reasons for its decision.

- 5.5 If the Agency rejects the Change Proposal the parties must negotiate in good faith to resolve agreement in relation to the Change Proposal. If the parties are unable to agree to the Change Proposal within 10 Business Days of the Agency rejecting the Change Proposal, the matter will be a dispute between the parties and dealt with under clause 31.
- 5.6 If:
- (a) the Agency accepts the Change Proposal; or
 - (b) the parties agree or the matter is resolved in accordance with clause 5(e),
- then the parties will within 20 Business Days formalise their agreement to the Change Proposal in a deed of variation to the Contract in accordance with clause 39.1.
- 5.7 The Partner acknowledges the need for the Services to evolve during the Contract Period, and the need for flexibility in the delivery of EC Functions and LAC Functions under this Contract, as the NDIA implements key NDIS Review reforms.
- 5.8 Without limiting clause 39.1 and notwithstanding clauses 5.1-5.7, the Parties agree the NDIA may, following prior notice and consultation with the Partner, issue the Partner with a notice:
- (a) reducing the frequency and volume of certain EC Functions and LAC Functions; and
 - (b) increasing the frequency and volume of other EC Functions and LAC Functions, by the equivalent Work Effort amount.
- 5.9 If the NDIA gives the Partner a notice under clause 5.8, the Partner will perform the EC Functions and LAC Functions at the frequencies and volumes set out in the notice for the period specified in the notice.
- 5.10 The NDIA may issue more than one notice under clause 5.8.

6. **Co-operation with Personnel and other contractors**

Without limiting the Partner's obligations, the Partner must, in the provision of the Services:

- (a) fully co-operate with the Agency's Personnel and other contractors; and
- (b) use its best efforts to coordinate its activities so as to support and facilitate, in the Agency's best interests, the timely and efficient completion of all work and other activities to be performed for the Agency by any person.

7. **Additional Services**

- 7.1 The Agency may, at its discretion, issue a Work Request to the Partner in respect of the provision of Additional Services.
- 7.2 The Partner must provide to the Agency an indication as to whether it is able to respond to the Work Request, within five Business Days of receiving a Work Request (or any longer period specified in the Work Request). If the Partner is able to respond to the Work Request, it must provide to the Agency a completed Proposal, within a further five Business Days. All Proposals must (as a minimum) include:
 - (a) details of the Partner's proposal to provide the Additional Services specified in the relevant Work Request, including:
 - (i) the proposed timeframe for delivery (including all Milestone Dates);
 - (ii) all Deliverables to be provided, including any Third Party Material;
 - (iii) all Specified Personnel and any Subcontractors responsible for the work; and
 - (b) all Charges applicable to the provision of the relevant Additional Services must be based on the rates in Attachment 4 (Charges) or such lower rates offered by the Partner and the Agency's available funding as indicated in the Work Request; and
 - (c) all Expenses and costs in relation to the Additional Services for which the Partner is entitled to invoice the Agency in accordance with Attachment 4 (Charges).
- 7.3 The Agency will consider each Proposal and may:
 - (a) accept a Proposal, by issuing a Work Order in relation to the relevant Additional Services to the Partner;

- (b) reject a Proposal, by notice to the Partner; or
- (c) enter into further discussion with the Partner in order to clarify or further refine the Proposal and/or Work Request.

- 7.4 Each Work Order issued by the Agency has the effect of a variation to this Contract to include the relevant Additional Services specified in that Work Order as Services under this Contract, and will come into effect on the date the Work Order is received by the Partner.
- 7.5 Except as set out in a Work Order, the terms and conditions contained in this Contract apply to the provision of the Additional Services (as if they were Services as described in this Contract). In the event of any inconsistency between the terms of any Work Order and the terms of this Contract, the terms and conditions of this Contract prevail except to the extent that the relevant term of the Work Order is specifically expressed as prevailing and is agreed by the Partner.
- 7.6 No legal or equitable rights or obligations in relation to any request for Additional Services will arise between the parties until a Work Order is issued by the Agency in relation to the relevant Additional Services. A failure by the Agency to respond to any Proposal by the Partner to provide Additional Services does not constitute acceptance.

8. **Monitoring progress**

8.1 Party Representatives

- (a) The Agency Representative and Partner Representative are responsible for the general administration of, and communications under, this Contract on behalf of their respective party, including attending any meetings required under clause 8.3.
- (b) The Agency and the Partner will also each appoint an Executive Representative who will be responsible for addressing any significant issues arising under the Contract where required in accordance with this Contract.

8.2 Performance evaluation

The Agency Representative may monitor and review the Partner's performance throughout the Contract Period. The Partner must cooperate in relation to all reviews, including by providing information as requested by the Agency Representative.

8.3 Progress meetings under the Contract

The parties will meet at the times and in the manner set out in Attachment 3 (Statement of Work) and Attachment 8 (Performance Management Framework) (or as otherwise agreed in writing between the parties) to discuss any issues in relation to this Contract.

8.4 Reporting under the Contract

The Partner must provide the Agency with the information (via the Agency IT System) and the reports specified in Attachment 3 (Statement of Work) and Attachment 8 (Performance Management Framework).

8.5 No reduction in obligations

The requirement for, and participation in, reviews of the Services under this clause 8, and the requirements under clause 27, do not in any way reduce the Partner's responsibility to perform its obligations in accordance with the Contract, and are not events beyond the reasonable control of the Partner justifying an extension of time under clause 30.

8A. **Consent to Disclose**

8A.1 In this clause:

- (a) the term "Performance Information" means all information in whatever form held by the Agency which relates to the Partner's performance of the Services under or in connection with the Contract, other than Personal Information.
- (b) the term "Permitted Purpose" includes, but is not limited to, the Agency providing updates on Partner performance, progress towards Bilateral Agreements and progress of the Services (including ILC, community, mainstream and Foundational Supports engagement, etc).

- 8A.2 The Partner consents to the Agency providing the Performance Information to Ministers and senior officials of State and Territory government departments, including but not limited to those represented on the Disability Reform Council, for the Permitted Purpose.
- 8A.3 The Partner acknowledges and agrees that each Minister or senior official of State or Territory government department represented on the Disability Reform Council may provide the Performance Information to their/other departments in order to ascertain whether additional support is required for disability services and related activities.
- 8A.4 The Agency will consult with Partners prior to the release of Performance Information under clause 8A.2, where the disclosure identifies the Partner specifically, to Ministers and senior officials of State and Territory government departments for a Permitted Purpose.

9. **Performance Management Framework**

9.1 Performance Management Framework

The Partner agrees to comply with the processes set out in the Performance Management Framework in Attachment 8 (Performance Management Framework). The Partner's performance will be assessed under the Balanced Scorecard and the Partner must implement steps to address performance issues as set out in Attachment 8.

10. **Appointment of Additional Resources**

10.1 Appointment and role of Additional Resources

- (a) In accordance with clause 13.4 of Attachment 8, the Agency may appoint additional resources (who may be Agency Personnel or Agency nominees) to assist the Partner to perform its obligations under this Contract (Additional Resources).
- (b) In addition to clause 10.1(a), the Agency may otherwise at any time appoint Additional Resources for any period and on any terms the Agency considers appropriate.
- (c) The Agency will give the Partner notice of the appointment of Additional Resources that specifies:

- (i) the proposed period of the appointment;
 - (ii) the roles and responsibilities of the Additional Resources; and
 - (iii) if the Agency considers appropriate, a summary of the reasons why the Agency has made the appointment.
- (d) The Additional Resources will perform the functions that the Agency determines. These functions may include:
- (i) assisting the Partner Personnel to perform the Services set out in Attachment 3 (Statement of Work);
 - (ii) performing any Partner Personnel role, including Local Area Coordinator/EC Coordinator, as described in Attachment 3 (Statement of Work) and providing the Services to any Participants assigned to the Partner; and
 - (A) advising and directing the Partner on:
 - (B) the Partner's performance of any aspect of the Services;
 - (C) the management, supervision and training of the Partner's Personnel;
 - (D) any other matter that the Agency requires; and
 - (E) with the Participant's consent, assisting the Participant with any of those matters.
- (e) The Partner must:
- (i) consider in a timely manner and in good faith, all advice given to the Partner by the Additional Resources;
 - (ii) co-operate actively, fully and in good faith with, and provide all assistance, Material, facilities and access to premises reasonably required by the Additional Resources; and
 - (iii) comply with all directions given by the Additional Resources relating to the performance of the Services.

10.2 Cost of Additional Resources

- (a) Subject to clause 10.2(b), the Partner is liable for the costs of the Agency engaging a third party under clause 10.1 and the Agency is entitled to deduct from the next payment due to the Partner, the cost of engaging the third party in accordance with clause 18.7.
- (b) The Partner will not be liable for any costs of the Agency appointing Additional Resources, arising from the Partner's performance to the extent that failure arose as a result of:
 - (i) the Agency's failure to fulfil its obligations under this Contract; or
 - (ii) an event arising under clause 30 (Unforeseen Events).

10.3 No limitation of Partner's liability

Nothing in this clause 10 limits the Partner's liability to the Agency with respect to any default or non-performance by the Partner under this Contract.

10.4 Liability of the Agency

Where the Agency exercises its rights under this clause 10, the Agency will only be liable to the Partner for any Losses incurred by the Partner arising directly out of an unlawful or negligent act or omission of the Agency, Agency Personnel or a nominee of the Agency, and otherwise the Agency will have no liability (however arising) to the Partner arising out of or relating in any way to the Agency appointing Additional Resources.

10.5 Additional to other rights

- (a) The Agency's rights under this clause 10 are in addition to, and do not limit in any way, any other rights and remedies available to the Agency under this Contract or under general principles of law or equity.
- (b) The Agency is not obliged in any way to remedy or cure any default or failure or to overcome or mitigate any risk or risk consequences in respect of which the Agency exercises rights under this clause 10.

11. Step-in

11.1 The Agency may take control

- (a) If:

- (i) step-in rights are able to be exercised pursuant to clause 1.13.4 of Attachment 8; or
- (ii) any default by the Partner under this Contract substantially prevents, hinders, degrades or delays the performance of any aspect of the Services deemed by the Agency in its sole opinion to be critical for more than 30 days,

the Agency may, at its option, take control of the part of the Services affected by the default and/or failure and, in doing so, may take such other action as is reasonably necessary to restore those Services including by engaging a third party service provider.

- (b) Without limiting any other rights or obligations of the parties under this Contract, the Partner must:
 - (i) indemnify the Agency in respect of any costs incurred by the Agency in engaging a third party service provider to restore the Services under clause 11.1(a); and
 - (ii) co-operate fully with the Agency (and the Agency Personnel and the Agency's other contractors) and provide all reasonable assistance at no charge to the Agency to restore the Services affected by the default and/or failure as soon as possible, including giving the Agency (and the Agency Personnel and the Agency's other contractors) reasonable access to the Partner Personnel, the Partner's premises, facilities, hardware, systems, software and Material.

11.2 No entitlement to Charges

- (a) The Partner will not be entitled to receive Charges that relate to Services performed by the Agency, the Agency Personnel or the Agency's other contractors under clause 11.1.
- (b) Without limiting the Partner's liability to the Agency with respect to any default or non-performance by the Partner under this Contract, where the Agency engages a third party service provider under clause 11.1, the Agency is, in the case of default, entitled to claim from the Partner

the costs of the third party provider and recover those costs from the Partner as a debt due to the Agency.

11.3 No limitation of Partner's liability

Nothing in this clause 11 limits the Partner's liability to the Agency with respect to any default or non-performance by the Partner under this Contract.

11.4 Liability of the Agency

Where the Agency exercises its step-in rights under this clause 11, the Agency will only be liable to the Partner for any Losses incurred by the Partner arising directly out of an unlawful or negligent act or omission of the Agency or the Agency Personnel and otherwise the Agency will have no liability (however arising) to the Partner arising out of or relating in any way to the Agency taking control of such Services.

11.5 Step-in rights additional to other rights

- (a) The Agency's step-in rights under this clause 11 are in addition to, and do not limit in any way, any other rights and remedies available to the Agency under this Contract or under general principles of law or equity.
- (b) The Agency is not obliged in any way to remedy or cure any default or failure or to overcome or mitigate any risk or risk consequences in respect of which the Agency exercises step-in rights under this clause 11.

11.6 Step-out

- (a) On the Agency ceasing to exercise any step-in rights under clause 11.1, the Partner must as soon as reasonably practicable recommence performance of those of the Partner's obligations under this Contract which were suspended pursuant to clause 11.1.
- (b) The Agency will, at the cost and expense of the Partner, give reasonable assistance to the Partner to ensure that the process of the Agency ceasing to exercise step-in rights under clause 11.1 and the Partner recommencing to perform its obligations is effected as efficiently as possible.

- (c) If the Agency has exercised its step-in rights under clause 11.1, to the extent the Agency has taken actions or failed to take actions that impede the performance of the Partner under this Contract, the Partner will not be held responsible for that failure to perform.

12. **Personnel**

12.1 Specified Personnel

- (a) The Partner must ensure that the Specified Personnel (if any) provide the Services.
- (b) The Partner must notify the Agency in writing of the name of all Subcontractors and Personnel who will perform the role of Local Area Coordinator/EC Coordinator as described in Attachment 3 (Statement of Work) as they are engaged or appointed by the Partner from time to time.
- (c) The Partner must comply with clause 13 (Vulnerable Persons, Children, Eligibility and Suitability Checks and Criminal Offences) in relation to all Specified Personnel who perform the role of Local Area Coordinator/EC Coordinator.
- (d) The Partner must comply with the NDIS Quality and Safeguards Commission worker screening requirements on the same basis as Registered Providers of Supports.

12.2 Agency right to require replacement of Specified Personnel

- (a) The Agency may, in its absolute discretion, by written notice to the Partner, immediately require the replacement of any Partner Personnel (including Specified Personnel) from work in relation to the Services.
- (b) If the Agency requires the replacement of any Partner Personnel under clause 12.2(a), the Agency must provide the Partner with its reasons for requiring the replacement (to the extent that the Agency is able to provide any information).

12.3 Unavailability of Specified Personnel

The Partner must notify the Agency in writing as soon as possible if any of the Specified Personnel are no longer available to provide the Services.

12.4 Replacing Specified Personnel

- (a) If any Specified Personnel becomes unavailable to provide the Services or the Agency requires replacement of any Specified Personnel under clause 12.2, the Partner must, within 5 Business Days, give written notice to the Agency nominating a member of its Personnel as a replacement (**Replacement Notice**).
- (b) A Replacement Notice must:
 - (i) detail the name, qualifications, knowledge and experience of the nominated replacement (**Nominated Replacement**); and
 - (ii) attach any documentation reasonably requested by the Agency.
- (c) The Agency may, in its absolute discretion, accept or reject a Nominated Replacement. If the Agency accepts a Nominated Replacement, it will notify the Partner in writing and that person will assume the status of a Specified Personnel and the terms and conditions of this Contract will apply to that person on and from the date of the Agency's notice.

13. **Vulnerable Persons, Children, Eligibility and Suitability Checks and Criminal Offences**

13.1 Definitions

For the purposes of this clause:

- (a) 'Child' means an individual under the age of 18 and "Children" has a similar meaning;
- (b) 'Child-Related Personnel' means officers, employees, contractors (including subcontractors), agents and volunteers of the Partner involved with the Services who as part of that involvement may interact with Children;
- (c) 'Criminal or Court Record' means any record of any Other Offence;

- (d) 'Eligibility and Suitability Check' means the Agency's eligibility and suitability check conducted by the Agency before engaging any Agency Personnel, to be conducted by the Agency before any Person works with Vulnerable Persons or Children under this Contract. This eligibility and suitability check will be informed by the information provided by the applicant including but not limited to identity checks, eligibility to work in Australia, integrity and reliability checks including the Nationally Coordinated Criminal History Check, directorship check, bankruptcy check, employment history, security questionnaire and referee checks;
- (e) 'Legislation' means provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
- (f) 'National Principles for Child Safe Organisations' means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at: [Child Safe Organisations](#), as updated from time to time) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Department of Social Services;
- (g) 'Other Offence' means, in relation to any Person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:
 - (i) an apprehended violence or protection order made against the Person;
 - (ii) one or more traffic offences involving speeding more than 30 kilometres over the speed limit, injury to a person or damage to property;
 - (iii) a crime or offence involving the consumption, dealing in, possession or handling of alcohol, a prohibited drug, a prohibited narcotic or any other prohibited substance;
 - (iv) a crime or offence involving violence against or the injury, but not the death, of a person;

- (v) a crime or offence involving dishonesty that is not covered by clause 13.1(j)(iii); or
- (vi) an attempt to commit a crime or offence described in clauses 13.1(g)(i) to (v);
- (h) 'Person' means each of the Partner's officers, employees, contractors and volunteers;
- (i) 'Relevant Legislation' in force in any jurisdiction where any part of the Services may be carried out; and
- (j) 'Serious Offence' means:
 - (i) a crime or offence involving the death of a person;
 - (ii) a sex-related offence or a crime, including sexual assault (whether against an adult or Child); Child pornography, or an indecent act involving a Child;
 - (iii) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or
 - (iv) an attempt to commit a crime or offence described in clauses 13.1(j)(i) to (iii);
- (k) 'Serious Record' means a conviction or any finding of guilt regarding a Serious Offence;
- (l) 'Vulnerable Person' means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason; and
- (m) 'Working With Children Check or WWCC' means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

13.2 Vulnerable Persons, Children, Eligibility and Suitability Checks and Criminal Offences

- (a) This clause 13.2 applies to any part of the Services that involves working, or contact, with Vulnerable Persons or Children.
- (b) The Partner must before engaging, deploying or redeploying a Person in relation to any part of the Services that involves working or contact with a Vulnerable Person or Children:
 - (i) submit the details of the preferred applicant to the Agency (or to any party nominated by the Agency) for an Eligibility and Suitability Check, to be conducted by the Agency (or a third party nominated by the Agency)
 - (ii) ensure that any conditions of employment or offers of employment clearly provide that the applicant's employment is conditional on it obtaining clearance through the Agency's Eligibility and Suitability Check process and that the employee will not be able to commence its duties until the Partner has received written confirmation that such clearance has been obtained;
 - (iii) confirm that no applicable Commonwealth, State or Territory Law prohibits that Person from being engaged in a capacity where they may have contact with Vulnerable Persons or Children; and
 - (iv) comply with all other applicable Laws of the place in which that part of the Services is being conducted in relation to engaging or deploying the Person in a capacity where he or she may have contact with Vulnerable Persons or Children.
 - (v) Not used
- (c) The Partner must not engage or deploy a Person to deliver any part of the Services, unless the Person has undergone the Eligibility and Suitability Check, and has been approved by the Agency to deliver the Services.

- (d) During the course of the engagement of any Person (whether as an officer, employee, contractor, or volunteer) in relation to the provision of Services, the Partner must:
 - (i) submit the details of the relevant Person to the Agency (or to any party nominated by the Agency) for the conduct of an Eligibility and Suitability Check every three years from the date of the receipt of any written confirmation provided by the Agency under clause 13.2(b)(ii); and
 - (ii) if the Partner becomes aware of any issue with any Person who is engaged (whether as an officer, employee, contractor, or volunteer) in relation to the provision of Services that may affect that Person's clearance through the Eligibility and Suitability Check process, submit the details of the Person to the Agency (or to any party nominated by the Agency) for the conduct of an ad hoc Eligibility and Suitability Check.
- (e) The Partner agrees:
 - (i) if the Agency's initial Eligibility and Suitability Check indicates that a person has a Serious Record, or a Criminal or Court Record, the Agency will conduct a risk assessment of that Person;
 - (ii) to notify the Agency within 24 hours of becoming aware of any Person being charged or convicted of any Other Offence, or charged with any Serious Offence which may impact on their suitability to deliver any part of the Services so that the Agency can conduct a risk assessment;
 - (iii) if the Agency's risk assessment determines that a Person is unsuitable to deliver any part of the Services, the Partner will not engage or deploy that Person for any work to deliver any part of the Services.
 - (iv) Not used.
- (f) The Agency is responsible for conducting risk assessments and will consider any Partner input or recommendation, including on how the

risk can be mitigated or managed, before the Agency makes a final decision about the Person accessing the Agency IT System and delivering the Services, or any part of the Services.

- (g) In undertaking the risk assessment under clause 13.2(e) and (f), the Agency will take into account the following factors:
- (i) whether the Person's Serious Record, Criminal or Court Record is directly relevant to the role the Person will or is likely to perform in relation to the Services;
 - (ii) the length of time that has passed since the Person's charge or conviction and his or her record since that time;
 - (iii) the nature of the offence pertaining to the Person's charge or conviction and the circumstances in which it occurred;
 - (iv) whether the offence involved Vulnerable Persons or Children;
 - (v) the nature of the Services for which the Person is employed or engaged and the circumstances in which the Person will or is likely to have contact with Vulnerable Persons or Children;
 - (vi) the particular role the Person is proposed to undertake or is currently undertaking in relation to the Services and whether the fact the Person has a Serious Record, Criminal or Court Record is reasonably likely to impair the Person's ability to perform or continue to perform the inherent requirements of that role;
 - (vii) the Person's suitability based on their merit, experience and references to perform the role they are proposed to undertake, or are currently undertaking, in relation to the Services; and
 - (viii) the Person's suitability against the suitability indicators, including but not limited to, honesty, maturity, loyalty, tolerance and trustworthiness, informed by the information provided by the applicant and obtained by the Agency during the Eligibility and Suitability Check.

- (h) Following the risk assessment and without limiting clause 13.2(e)(iii), the Partner agrees to take all steps necessary to address any matters identified in the risk assessment, including:
 - (i) make particular arrangements or impose conditions in relation to the Person's role in relation to the Services (or any part of the Services) and, where relevant, his or her contact with Vulnerable Persons; and/or
 - (ii) take steps to protect the physical, psychological or emotional wellbeing of the Vulnerable Persons or Children to whom the Services relate.
- (i) The Partner must:
 - (i) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Services, including all necessary Working With Children Checks however described; and
 - (ii) ensure that Working With Children Checks obtained in accordance with this clause 13.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Services.
- (j) As and when required by the Agency, the Partner must promptly provide evidence, in a form the Agency requires, that the Partner has complied with the requirements of this clause 13.2.
- (k) The Partner agrees in relation to the Services to:
 - (i) reflect the Partner's obligations under this clause 13 in all subcontracts the Partner enters into in relation to any part of the Services that involves working with Vulnerable Persons or Children; and
 - (ii) ensure the requirements in this clause 13 are included in any sub-subcontracts that are entered into in relation to any part of the Services that involves working with Vulnerable Persons or Children;

- (iii) implement the National Principles for Child Safe Organisations;
- (iv) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (v) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (vi) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 13.2;
- (vii) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (A) the National Principles for Child Safe Organisations;
 - (B) the Partner's risk management strategy required by this clause 13.2(k);
 - (C) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - (D) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
 - (E) provide the Agency with an annual statement of compliance with clause 13, in such form as may be specified by the Agency.
- (l) With reasonable notice to the Partner, the Agency may conduct a review of the Partner's compliance with this clause 13.2.
- (m) The Partner agrees to:
 - (i) notify the Agency of any failure to comply with this clause 13;
 - (ii) co-operate with the Agency in any review conducted by the Agency of the Partner's implementation of the National Principles for Child Safe Organisations or compliance with this clause 13;
 and

- (iii) promptly, and at the Partner's cost, take such action as is necessary to rectify, to the Partner's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 13.

13.A Quality and Safeguard Standards

Note Partners that have their own quality and safeguard standards must demonstrate, to the Agency's satisfaction, that such standards satisfy the requirements of the National Standards for Disability Services.

13A.1 In the delivery of the Services, the Partner must at all times:

- (a) comply with the National Standards for Disability Services; and
- (b) demonstrate to the Agency's satisfaction that the Partner's quality and safeguard standards align with the National Standards for Disability Services.

13A.2 The Partner's obligations under clause 13A.1 do not replace or derogate from any obligations the Partner may have to implement other complaint processes (for example, in accordance with state-based-quality registration).

13A.3 **47(1)(b) - Commercially valuable information**

Critical Incident Reporting

13A.4 The Partner must comply with the relevant State or Territory incident management protocols or instruction with respect to reporting requirements for critical incidents (as defined in applicable State or Territory legislation).

13A.5 The partner must ensure that there are systems and processes in place to comply with reporting timelines required by these protocols and instructions.

13A.6 Whenever the Partner is notified of a critical incident, the Partner must complete a critical incident report, unless the Partner is satisfied that the incident has already been reported.

13A.7 The critical incident report must be provided to the relevant government department as required for the Service Area.

13A.8 The Partner must record in the Agency IT System all critical incidents relating to any person with disability or developmental delay, who may be affected by the incident.

13A.9 The obligation in clause 13A.8 is in addition to the obligation set out in clause 13A.4.

Critical Incident Reporting – Victoria Only

13A.10 Not used.

14. Subcontracting

14.1 Partner must not Subcontract unless approved

The Partner must not Subcontract the performance of any obligations under this Contract to a Subcontractor, other than those entities:

- (a) listed in the Contract Details; or
- (b) for whom the Agency has given its prior written approval.

14.2 The Agency may impose terms and conditions in giving approval

In giving its approval for the engagement of a Subcontractor pursuant to clause 14.1, the Agency may impose, at its absolute discretion, any terms and conditions it thinks fit.

14.3 Partner must not Subcontract in certain circumstances

The Partner must not enter into any Subcontract with another party unless the Partner is satisfied that:

- (a) the arrangement in no way conflicts with or detracts from the rights and entitlements of the Agency under this Contract; and
- (b) such party is financially viable and has the relevant expertise necessary for the proper performance of the activity in question.

14.4 Restrictions on Partner Subcontracting to Provider

Without limiting clauses 25, 14.2 or 14.3 of these Terms and Conditions, the Agency will not give approval for the Partner to Subcontract for the performance of any part of the Services to a Subcontractor who is (or has an Affiliated RPoS who is) an RPoS in a Service Area in which the Partner

and/or Subcontractor provide LAC Services, unless the Partner provides evidence to the satisfaction of the Agency:

- (a) that there are exceptional circumstances that mean the Partner has no option but to Subcontract the performance of the Services in that Service Area to the relevant Subcontractor;
- (b) of the measures the Partner and the Subcontractor will implement in accordance with clause 25 to manage the Conflict of Interest between its role in providing LAC Services under this Contract and its, or its Affiliated RPoS' status as an RPoS in that Service Area; and
- (c) where applicable, the Subcontractor obtains from a Participant full and appropriate consent for the Subcontractor, in providing Services under this Contract for the benefit of the Participant, to use and refer to Material that is in the Subcontractor's possession as a result of any other disability services that the Subcontractor or its Affiliated RPoS provides.

14.5 Partner must include equivalent provisions in Subcontract

The Partner must ensure that any Subcontract for the performance of any part of the Services is in writing and in particular, without limitation, includes in each Subcontract provisions equivalent to:

- (a) clauses 4 (Provision of Services);
- (b) clause 4.9 (Workplace Gender Equality);
- (c) clause 12 (Personnel);
- (d) clause 13 (Vulnerable Persons, Children, Eligibility and Suitability Checks and Criminal Offences);
- (e) clause 14 (Subcontracting);
- (f) clause 15 (Agency Material);
- (g) clause 16 (Intellectual Property Rights);
- (h) clause 17 (Moral Rights);
- (i) clause 20 (Indemnity);

- (j) clause 21 (Confidentiality and privacy);
- (k) clause 22 (Privacy provisions in the NDIS Act);
- (l) clause 23 (Protection of Personal Information);
- (m) clause 24 (Conflict of Interest);
- (n) clause 26 (Security);
- (o) clause 27 (Agency IT System);
- (p) clause 28 (Records and auditing);
- (q) clause 29 (Insurance), noting that the insurance limit amounts as set out at clauses 29.1(a)(i)(A) and 29.1(a)(i)(B) of the Contract will:
 - (i) be determined on a case by case basis for each Subcontract;
 - (ii) unless approved specified by the Agency, be the amounts set out at clauses 29.1(a)(i)(A) and 29.1(a)(i)(B); and
 - (iii) be subject to the approval of the Agency;
- (r) clause 32 (Termination of the Contract);
- (s) clause 36 (Work Health and Safety); and
- (t) clause 38 (Compliance with Laws);

and is responsible for ensuring that the Subcontractor complies with those terms. The Subcontract must also preserve the Agency's rights under this Contract (including the nominated clauses), including the right to approve any further Subcontract.

14.6 Partner to provide written notice of approved Subcontractor(s)

The Partner must, within five (5) Business Days of entering into a Subcontract approved by the Agency in accordance with clause 14.1, or as otherwise requested by the Agency, provide the Agency with written notice of the legal name of the Subcontractor and identifying details of the Subcontract.

14.7 Partner to ensure Subcontractor agrees to disclosure

The Partner must obtain the express consent of the Subcontractor to the disclosure of the Subcontractor's identity (including their Personal Information if the Subcontractor is an individual) to the Agency. The consent obtained must extend to allow the Agency to use and disclose the Subcontractor's identity, the existence and nature of the Subcontract for reporting purposes.

14.8 The Agency may request replacement of Subcontractor

The Agency may revoke its approval of a Subcontractor, on reasonable grounds, by giving written notice to the Partner. On receipt of the notice the Partner must, at its own cost, promptly cease using that Subcontractor and arrange their replacement with Personnel or another Subcontractor acceptable to the Agency.

14.9 Partner liable for past act or omissions of Subcontractors

If the Agency revokes its approval of a Subcontractor pursuant to clause 14.8, the Partner remains liable under this Contract for the past acts or omissions of that Subcontractor as if they were a current Subcontractor.

14.10 Partner to provide copy of Subcontract

The Partner agrees to promptly provide a copy of any Subcontract to the Agency if so requested.

14.11 Partner's obligations unaffected

The Partner remains fully responsible for the performance of the Services and any acts and omissions or other failures of those Subcontractors and their Personnel, notwithstanding that the Partner has entered into any Subcontract.

15. **Agency Material**

15.1 Subject to clause 15.2, the Agency will provide Agency Material to the Partner.

15.2 Agency Material provided to the Partner is at the Partner's risk, and the Partner must:

- (a) take all reasonable care of the Agency Material (including in relation to its accounting, preservation, installation or handling);

- (b) promptly inform the Agency of any loss or destruction of, or damage to, the Agency Material;
- (c) comply with any direction of the Agency in relation to the use of the Agency Material, including in relation to the preservation, forwarding or disposal of any of the Agency Material;
- (d) comply with any conditions or restrictions specified in the Contract;
- (e) not transfer possession or control of the Agency Material without the prior written consent of the Agency; and
- (f) return the Agency Material as directed by the Agency.

15.3 Without limiting the Partner's obligations under clause 15(b), the risk of loss of, or damage to, any item or component of Agency Material resides with the Partner whilst that item or component is in the care, custody or control of the Partner.

16. **Intellectual Property Rights**

16.1 Pre-existing Material and Third Party Material

This clause 16 does not affect the ownership of the Intellectual Property Rights in any Background Material.

16.2 Partner to notify of any additional Background Material

The Partner must notify the Agency in writing of the identifying details of any Background Material provided by the Partner which has not been identified in Contract Details as soon as practicable after it has identified such Material as Background Material.

16.3 Third Party Material

The Partner must obtain all necessary Intellectual Property Rights and permissions in relation to Third Party Material before including any such Third Party Material in the Contract Material, or using such Third Party Material in connection with the Services.

16.4 Agency ownership of Intellectual Property Rights in Contract Material

- (a) Unless otherwise specified in a Contract, all Intellectual Property Rights in the Contract Material vest in the Agency on creation.
- (b) To the extent that:
 - (i) the Agency needs to use any Background Material to receive the full benefit of the Services (including the Contract Material), the Partner grants to, or must obtain for, the Agency a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Background Material; and
 - (ii) the Partner needs to use any of the Agency Material for the purpose of performing its obligations under the Contract, the Agency grants to the Partner a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Material solely for the purpose of providing the Services for the Contract Period.
- (c) Subject to clauses 21, 22 and 23 of this Contract, the Agency grants to the Partner a perpetual, world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate the Contract Material, but not including a right to commercialise or otherwise sell or dispose of the Agency's Intellectual Property Rights in such Material.

16.5 Warranty

The Partner warrants that:

- (a) the Background Material, the Deliverables and the Contract Material (**Warranted Materials**), and the Agency's use of the Warranted Materials, will not infringe the Intellectual Property Rights of any person;
- (b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 16; and

- (c) any act by the Partner, Subcontractor or other person in accordance with the Contract will not infringe any Intellectual Property Rights of any person.

16.6 Indemnity

The Partner indemnifies and agrees to keep the Agency indemnified against any Loss arising out of or otherwise in connection with a Claim by any person against the Agency alleging that the Contract Materials or their use infringe the Intellectual Property Rights of any person.

16.7 Delivery of Contract Material

On the expiry or termination of the Contract or on such earlier date as may be specified by the Agency, the Partner must deliver to the Agency Representative all Contract Material.

17. Moral Rights

17.1 To the extent permitted by Law and for the benefit of the Agency, the Partner must:

- (a) where the Partner is an individual, give; and
- (b) use its best endeavours to ensure that each of the Partner's Personnel used in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to the Agency, to the Specified Acts, even if such an act would otherwise be an infringement of their Moral Rights.

18. Payment

18.1 Obligation to pay Charges

Subject to this clause 18 and the Services meeting the requirements of the Contract to the satisfaction of the Agency, including the requirements under Attachment 8 (Performance Management Framework), the Agency will pay to the Partner the Charges as set out in Attachment 4 (Charges) including, if the Agency exercises the option under clause 37, any Additional Transition Funds.

18.2 Invoicing

The Partner must submit Valid Invoices to the Agency for payment of the Charges and reimbursement of approved Expenses in accordance with Attachment 4 (Charges).

18.3 Invoice requirements

Each invoice issued by the Partner must:

- (a) contain:
 - (i) the date of invoice;
 - (ii) the amount invoiced;
 - (iii) the name, address and ABN of the Partner; and
 - (iv) separated and itemised details of the LAC Services and the EC Partner Services provided to which the invoice relates;
- (b) itemise all Expenses the Partner is claiming reimbursement for and attach a copy of the invoice from the applicable third party confirming that the Partner has paid for the Expense; and
- (c) be forwarded to the Agency Representative at the address stated in Contract Details.

18.4 Timing

Subject to clause 18.5, the Agency will pay the Partner the amount invoiced in each Valid Invoice within 30 days of receipt.

18.5 Disputed invoices

If the Agency disputes the invoiced amount (whether in whole or in part), the Agency will pay the undisputed amount (if any) and notify the Partner in writing of the amount the Agency believes is due for payment. If the Agency and the Partner cannot agree on the balance of the invoiced amount, the dispute will be managed under clause 31.

18.6 Payment of invoice is payment on account

Payment of an invoice by the Agency under this Contract is not to be taken as:

- (a) evidence or an admission that the Services have been provided as required by this Contract;
 - (b) an admission that the Services were satisfactorily provided;
 - (c) an admission of liability; or
 - (d) acceptance or approval of the Partner's performance,
- but must be taken only as payment on account.

18.7 Set off

- (a) The Agency is entitled to set off any amount owed to the Partner by the Agency (including payment of any Charges or reimbursement of any Expenses) against any amount payable or claimed to be payable by the Partner to the Agency whether under this Contract or otherwise. The Agency will notify the Partner in writing of any set off made against a Valid Invoice issued by the Partner at the time of paying that Valid Invoice.
- (b) If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Partner, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Agency to the Partner under the Contract.

18.8 Expenses

- (a) The Charges include all costs, expenses, disbursements, levies, taxes (including GST), duties and government charges imposed or levied in Australia or overseas in connection with the provision of the Services.
- (b) Except as specified in the Contract, the Partner must provide within the Charges all facilities, Personnel, Material and assistance necessary for the proper performance of the Services.

18.9 Taxes

The Partner must pay all stamp duty assessed or payable in respect of the Contract and the undertaking of the Services and, subject to clause 19, all

taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of the Contract.

19. **GST**

19.1 Interpretation

In this clause 19, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

19.2 GST inclusive

Unless expressly stated otherwise in this Contract, all consideration payable under this Contract in relation to any supply is inclusive of GST.

19.3 Increase in consideration

If GST is payable in respect of any supply made by a supplier under this Contract (**GST Amount**), the recipient must pay to the supplier an amount equal to the GST payable on the supply.

19.4 Payment of GST

Subject to clause 19.5, the recipient must pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Contract.

19.5 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 19.4.

19.6 Reimbursements

If this Contract requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party is the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

19.7 Adjustment events

If an adjustment event occurs in relation to a taxable supply under this Contract:

- (a) the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and
- (b) any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

20. Indemnity

20.1 Proportionate liability regimes excluded

To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Partner under or in connection with this Contract.

20.2 Indemnity

To the fullest extent permitted by Law, the Partner indemnifies and agrees to keep the Agency and its Personnel (together, the 'Indemnified') at all times indemnified from and against all Losses incurred or sustained by the Indemnified (including Losses incurred or sustained in connection with a third party Claim against any of the Indemnified) arising directly or indirectly out of or otherwise in connection with:

- (a) personal injury to, or the death of, any person caused by or contributed to by the Partner or its Personnel;
- (b) any Loss of, or damage to, any property caused by or contributed to by the Partner or its Personnel;
- (c) breach of any Law by the Partner or its Personnel;
- (d) breach of this Contract by the Partner or its Personnel;
- (e) breach by the Partner or its Personnel of any warranty or representation contained in or given in connection with this Contract; or

- (f) any fraudulent, unlawful, wilfully wrongful or negligent act or omission of the Partner or any of its Personnel,

except to the extent that the Loss was caused by any negligent act or omission or wilful misconduct of the Agency.

20.3 Agency may enforce indemnity on behalf of those indemnified

The Agency may enforce the indemnity in clause 20.2 in favour of those indemnified for the benefit of each such person in the name of the Agency or of such persons.

20.4 Rights at common law

Nothing in clause 20.2 will in any way reduce or qualify the Agency's rights at common law in respect of the events which are the subject of the indemnity.

21. **Confidentiality and privacy**

21.1 Prohibition on disclosure

Each Party (**Receiving Party**) must:

- (a) use Confidential Information of the other party (**Owner**) only to exercise its rights and perform its obligations under this Contract; and
- (b) keep confidential, and maintain proper and secure custody of, all Confidential Information of the Owner except:
 - (i) for disclosures permitted under clause 21.2 and, in the case of Agency, clause 21.5; and
 - (ii) to the extent (if any) the Receiving Party is required by Law to disclose any Confidential Information.

21.2 Permitted disclosure

The Receiving Party may disclose Confidential Information of the Owner:

- (a) to the Receiving Party's Personnel who have a need to know for the purposes of this Contract (and only to the extent that each has a need to know) and have been directed to keep all Confidential Information confidential; or
- (b) if the disclosure is authorised or required by Law.

21.3 Responsibility for Personnel

The Partner accepts full responsibility for and liability to the Agency for any breach by its Personnel of this clause 21.

21.4 Return of Confidential Information

- (a) On termination or expiry of this Contract or at the request of the Agency, the Partner must promptly deliver up to the Agency (or, at the Agency's election, destroy), all Confidential Information of the Agency including any copies of the Confidential Information (stored in any medium) which is in its possession or control.
- (b) The Agency may, in its absolute discretion, permit the Partner to retain one copy of the Confidential Information for its records, subject to any conditions imposed by the Agency.

21.5 Disclosure by the Agency

The Partner consents to the publishing or otherwise making available information of, about or relating to the Partner (including Confidential Information) or the provision of the Services by the Agency where this disclosure is:

- (a) to the Agency's responsible Minister;
- (b) in response to a request by a House or a Committee of the Parliament of Australia;
- (c) to an Other Commonwealth Agency or state or territory government agency, where this serves the Commonwealth's legitimate interests; or
- (d) to the Auditor-General, Ombudsman or Privacy Commissioner.

21.6 Compliance with protected information provisions

- (a) The Partner must comply, and must ensure that all its Personnel comply, with the Protected Agency Information, confidentiality and secrecy provisions in:
 - (i) Chapter 4, Part 2 of the *National Disability Insurance Scheme Act 2013* (Cth);

- (ii) Section 28 of the *Public Governance, Performance and Accountability Act 2013* (Cth) as if the Personnel were an official of a Commonwealth entity;
 - (iii) Regulation 2.1 of the *Public Service Regulations 1999* (Cth); and
 - (iv) the *Privacy Act 1988* (Cth).
- (b) The Partner must not use any information provided in connection with this Contract in a way that is inconsistent with the Agency's Information Handling Operational Guidelines (available at [Your privacy and information](#), as updated from time to time).
- (c) and any other policies or guidelines notified to the Partner by the Agency from time to time.

21.7 Injunctive relief

The Partner acknowledges that damages are not a sufficient remedy for the Agency for any breach of this clause 21 and the Agency is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Partner, in addition to any other remedies available to the Agency at law or in equity.

21.8 Obligation on disclosure

Where the Agency discloses Confidential Information of the Partner pursuant to:

- (a) clause 21.5(c), the Agency must notify the receiving person that the information is Confidential Information and require the receiving person to keep the information confidential; and
- (b) pursuant to clauses 21.5(a), 21.5(b) or 21.5(d), the Agency must notify the Receiving Party that the information is Confidential Information of the Partner.

21.9 Period of confidentiality

The obligations under this clause 21 continue for the Contract Period and a period of 7 years after the Contract Period.

22. Privacy provisions in the NDIS Act

22.1 Compliance with privacy provisions

- (a) The Partner acknowledges that information it has access to or collects in, or in relation to, the performance of the Contract, including Client Data and Agency Data, may contain Protected Agency Information as defined in the NDIS Act.
- (b) The Partner 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.
- (c) The Partner must not obtain, record, disclose, supply, use or otherwise deal with the Protected Agency Information in any way, except:
 - (i) for the purposes of performing the Contract; and
 - (ii) where permitted by the NDIS Act.
- (d) The Partner must implement all reasonable measures to ensure the requirements of this clause 22.1 are met.
- (e) The Partner must immediately notify the Agency if it becomes aware that a disclosure of Protected Agency Information may be required by law and only disclose such information where permitted by the NDIS Act, including section 67G of the NDIS Act.
- (f) The Partner must, if required by the Agency, ensure that any person who obtains access from the Partner or Partner Personnel to any Protected Agency Information signs a deed in a form acceptable to the Agency prior to the access.
- (g) The Partner must take all reasonable measures to ensure that Protected Agency Information is protected against:
 - (i) misuse, interference and loss;
 - (ii) unauthorised access, modification, or disclosure; and
 - (iii) any other misuse,
 and that only authorised Partner Personnel have access to it.

- (h) The Partner must immediately notify the Agency of any loss or unauthorised use, modification or disclosure of Protected Agency Information or when the Partner becomes aware of a breach of any obligation concerning such information.
- (i) The Partner must notify the Agency of any investigation into a breach of, or an offence under, the requirements of the NDIS Act in relation to Protected Agency Information.
- (j) The Partner must upon written notice from the Agency, destroy or permanently de-identify any Protected Agency Information as soon as practicable after it is no longer required for the purpose for which it was originally collected.

22.2 Indemnity

- (a) The Partner must indemnify the Agency in respect of any Loss suffered or incurred by the Agency arising out of or in connection with:
 - (i) a breach of the obligations of the Partner under clause 22.1;
 - (ii) any breach of the requirements of the NDIS Act in relation to Protected Agency Information,
 except to the extent that the Loss is directly caused by a negligent or unlawful act or omission of the Agency or any of its officers or employees.

22.3 Obligations in relation to Partner Personnel

The Partner must ensure that all Partner Personnel are aware of the need to comply with the NDIS Act and clause 22.1 in the performance of the Services.

22.4 Notification of breach

The Partner must notify the Agency immediately after it becomes aware of a breach of clause 22.1.

22.5 Subcontracts

The Partner must ensure that any Subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that

the Subcontractor has the same awareness and obligations as the Partner has under this clause 22, including the requirement in relation to Subcontracts.

22.6 Penalties

The Partner acknowledges that there are penalties applicable for breach of the requirements in the NDIS Act in relation to Protected Agency Information, including possible imprisonment.

23. Protection of Personal Information

23.1 Compliance with the Privacy Act

Without limiting any obligations of the Partner under the Privacy Act or under the Contract, the Partner acknowledges that it is a contracted service provider under the Privacy Act and must, with respect to all Personal Information that it has access to or collects in or in relation to the performance of the Contract (**Contractual Personal Information**):

- (a) not do any act, or engage in a practice, that would breach an Australian Privacy Principle if done or engaged in by the Agency;
- (b) not access, use, disclose, publish, communicate or retain, or otherwise deal with the Contractual Personal Information in any way, except for the purpose of:
 - (i) performing the Contract; or
 - (ii) complying with the Privacy Act;
- (c) implement all reasonable measures to meet the requirements of this clause 23.1 and clause 23.2 and assist the Agency in meeting the Agency's obligations under the Privacy Act;
- (d) cooperate with any reasonable demands or enquiries made by the Privacy Commissioner or the Agency, including the investigation of any complaints;
- (e) immediately notify the Agency if it becomes aware that a disclosure of Contractual Personal Information may be required by law;

- (f) subject to clause 23.4, if required by the Agency, ensure that any person who obtains access from the Partner or Partner Personnel to any Contractual Personal Information signs a deed in a form acceptable to the Agency prior to the access;
- (g) take all reasonable measures to ensure that Contractual Personal Information is protected against:
 - (i) misuse, interference and loss;
 - (ii) unauthorised access, modification, or disclosure; and
 - (iii) any other misuse,
 and that only authorised Partner Personnel have access to it;
- (h) not use Contractual Personal Information for, or in any way relating to, any direct marketing purpose;
- (i) immediately notify the Agency of any loss or unauthorised use, modification or disclosure of Contractual Personal Information or when the Partner becomes aware of a breach of any obligation concerning such information;
- (j) notify the Agency of, and cooperate with the Agency in the resolution of, any complaint alleging an interference with privacy;
- (k) upon written notice from the Agency, destroy or permanently de-identify any Contractual Personal Information as soon as practicable after it is no longer required for the purpose for which it was originally collected; and
- (l) indemnify the Agency in respect of any Loss suffered or incurred by the Agency arising out of or in connection with:
 - (i) a breach of the obligations of the Partner under this clause 23.1 or clause 23.2;
 - (ii) any misuse of Contractual Personal Information or disclosure in breach of an obligation under the Privacy Act or otherwise; or
 - (iii) Contractual Personal Information being stored outside Australia, disclosed to recipients outside Australia or accessed from outside

Australia (regardless of whether or not the Agency has given its permission to such storage, disclosure or access),

except to the extent that the Loss:

- (iv) is directly caused by a negligent or unlawful act or omission of the Agency or any of its officers or employees; or
- (v) arises from the Partner obeying a specific direction by an authorised representative of the Agency.

23.2 Disclosure, storage or transfer outside Australia

The Partner must not:

- (a) disclose Contractual Personal Information to anyone located outside Australia;
- (b) store Contractual Personal Information outside Australia; or
- (c) allow Contractual Personal Information to be accessed from outside Australia,

unless the Agency gives its prior written approval (noting that the Agency is not under any obligation to give approval). The Partner must comply with any directions given by the Agency when providing any such approval.

23.3 Obligations in relation to Partner Personnel

The Partner must ensure that all Partner Personnel are aware of the need to comply with:

- (a) clauses 23.1 and 23.2 in the course of performing the Services;
- (b) any directions given by the Agency for the purposes of clause 23.1(d) or clause 23.2.

23.4 Control of records containing Personal Information

- (a) Without derogating from any other obligations of the Partner under statute or otherwise, the Partner must assist the Agency, if requested to do so, to enable any person, on request, to ascertain in respect of Personal Information:

- (i) whether the Partner has possession or control of any records that contain such information;
 - (ii) the nature of the information;
 - (iii) the main purposes for which the information is used by the Partner; and
 - (iv) the steps the person should take if the person wishes to obtain access to the information.
- (b) Without derogating from any other obligations of the Partner under statute or otherwise, the Partner must if requested by the Agency to do so, correct or attach a note to any Contractual Personal Information held by the Partner.

23.5 Partner's existing obligations under the Privacy Act

- (a) The Partner's obligations in the Contract (including this clause 23) are in addition to the Partner's obligations under the Privacy Act. Without limiting the foregoing, in performing the Services the Partner must not by act or omission breach the Partner's obligations under the Australian Privacy Principles.
- (b) Without limiting clause 23.5(a), where the Partner collects Personal Information about an individual from:
- (i) the Agency; or
 - (ii) a person other than the individual or the Agency, at the specific direction of the Agency,

for the purposes of performing the Contract, the Partner is not required to take steps to ensure that the individual is or has been made aware of the matters listed in Australian Privacy Principle 5.2 in the Privacy Act, except as required by the Contract or a specific direction of the Agency.

23.6 Notification of breach

The Partner must notify the Agency immediately after it becomes aware of a breach of clause 23.1.

23.7 Subcontracts

The Partner must ensure that any Subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the Subcontractor has the same awareness and obligations as the Partner has under this clause 23, including the requirement in relation to Subcontracts.

24. **Conflict of Interest**

24.1 Conflict of Interest acknowledged

- (a) The Partner warrants that in providing the Services to Participants, it will respect and facilitate optimal choice for Participants in the selection of funded supports and that no corporate or other relationship between the Partner and another organisation will influence, impact or restrict this choice due to a Conflict of Interest, potential Conflict of Interest or Approved Conflict of Interest;
- (b) The Partner warrants that, to the best of its knowledge after making diligent inquiry, at the Contract Commencement Date no Conflict of Interest, except any Approved Conflict of Interest previously disclosed in writing to and approved by the Agency, exists or is likely to arise in the performance of the Services; and
- (c) The Partner must use its best endeavours (including making all appropriate enquiries) to ensure that:
 - (i) a situation does not arise which may result in a Conflict of Interest; and
 - (ii) any Personnel of the Partner does not engage in any activity or obtain any interests likely to conflict with or restrict the Partner in providing Services to the Agency fairly and independently.

24.2 Notice

- (a) The Partner must promptly notify the Agency if, at any time during the Contract Period, Conflict of Interest, or potential Conflict of Interest, arises relating to the provision of any part of the Services by the Partner under this Contract, including any Conflict of Interest, or potential

Conflict of Interest, referred to in clause 25 of these Terms and Conditions.

- (b) The Partner must also, at the conclusion of each quarter, undertake a review of its Conflict of Interest, potential Conflict of Interest and Approved Conflict of Interest positions (**Conflict Positions**). The Partner must, in its Quarterly Strategic Report confirm that it has undertaken a review of its Conflict Positions and either:
 - (i) confirm that, to the best of its knowledge after making diligent inquiry, no Conflict of Interest exists or is likely to arise in the provision of the Services, except any Approved Conflict of Interest previously disclosed in writing to and approved by the Agency; or
 - (ii) without limiting clause 24.2(a) of these Terms and Conditions, notify the Agency of any new Conflict of Interest or potential Conflict of Interest that exists, or is likely to arise, in the provision of the Services.

24.3 Rights of the Agency

If the Partner notifies the Agency under clause 24.2 of these Terms and Conditions, or the Agency otherwise becomes aware of a Conflict of Interest or potential Conflict of Interest, the Partner must develop a Conflict of Interest Mitigation Plan for approval by the Agency to determine an appropriate course for managing the Conflict of Interest, or potential Conflict of Interest and the Partner must comply with that Agency-approved Conflict of Interest Mitigation Plan in managing the Approved Conflict of Interest and implement any reasonable course of action that the Agency determines appropriate as soon as possible.

- 24.4 The Partner agrees to cooperate and provide all necessary assistance to the Agency whenever the Agency conducts an audit to assess compliance with a Conflict of Interest Mitigation Plan. Such audits are expected to be conducted by or on behalf of the Agency at least annually.

- 24.5 If:

- (a) the Partner does not fully comply with this clause 24 at all times during this Contract;
- (b) the Partner does not deal with an Approved Conflict of Interest in accordance with the relevant Agency-approved Conflict of Interest Mitigation Plan; or
- (c) the Agency, at its discretion, considers it is unable to approve a Conflict of Interest Mitigation Plan,

the Agency may terminate this Contract in accordance with clause 32.2 of these Terms and Conditions.

24.6 For the avoidance of doubt, clauses 24.2 to 24.5 of these Terms and Conditions do not limit clause 25 of these Terms and Conditions.

25. **Registered Providers of Supports**

25.1 Acknowledgment

- (a) The Partner acknowledges that it, a Subcontractor or an Affiliated RPoS operating as an RPoS anywhere in Australia could create a Conflict of Interest, or potential Conflict of Interest, that could potentially affect the Partner's or the Subcontractor's (if any) ability to perform the Services in an impartial way.
- (b) Where the Partner, a Subcontractor or an Affiliated RPoS is an RPoS anywhere in Australia, the Partner must prepare a Conflict of Interest Mitigation Plan for the Agency's approval, and comply with that Agency-approved Conflict of Interest Mitigation Plan, in accordance with clause 24.
- (c) The Partner must ensure that any information that it or a Subcontractor obtains in the course of performing the Services under this Contract is not in any way used by, or made available to, the Partner, a Subcontractor or an Affiliated RPoS to:
 - (i) perform any RPoS services operated by any of them anywhere; or
 - (ii) promote or recommend any RPoS services operated by any of them to any Participants anywhere.

- (d) If the Partner does not fully comply with clause 25.1(b) and (c) at all times during this Contract, the Agency may terminate this Contract in accordance with clause 32.2 of these Terms and Conditions.
- (e) If the Partner or a Subcontractor providing the Services is an RPoS Related Party, the Partner acknowledges that it must also comply with the requirements of Part 2 of the Complaints Management and Resolution Rules.
- (f) The Partner warrants that it complies with the terms set out in clause 4.4(c) of these Terms and Conditions.

25.2 RPoS operating in a Service Area where the Partner or a Subcontractor is providing the Services

- (a) During the term of this Contract, neither the Partner, a Subcontractor nor an Affiliated RPoS may operate as an RPoS in a Service Area in which the Partner and/or a Subcontractor provide the Services except to the extent that:
 - (i) the Agency has approved that occurring due to exceptional circumstances; and
 - (ii) the Agency has approved a Conflict of Interest Mitigation Plan in respect of the Conflict of Interest.
- (b) If the Partner does not fully comply with clause 25.2(a) at all times during this Contract, the Agency may terminate this Contract in accordance with clause 32.2 of these Terms and Conditions.
- (c) If, during the term of this Contract, the Partner, a Subcontractor or an Affiliated RPoS commences operation as an RPoS in a Service Area in which the Partner and/or Subcontractor is providing the Services, the Partner must notify the Agency in writing immediately.
- (d) Where the Agency receives a notice from the Partner under clause 25.2(c) of these Terms and Conditions, the Agency may, in its absolute discretion, terminate this Contract in accordance with clause 32.2 of these Terms and Conditions if Agency does not consider exceptional circumstances warrant that Partner, Subcontractor or Affiliated RPoS

operating as an RPoS in the Service Area in which the Partner or Subcontractor is providing the Services.

25.3 Management of Conflicts of Interest where exceptional circumstances exist

- (a) If, during the term of this Contract, the Partner, a Subcontractor or an Affiliated RPoS intends to be or become an RPoS in a Service Area in which the Partner and/or a Subcontractor provide the Services, then the Partner must:
 - (i) notify the Agency in writing immediately, providing details of the basis on which the relevant entity will operate as an RPoS in the Service Area;
 - (ii) propose for Agency approval, the proposed exceptional circumstances that exist that warrant the entity operating as an RPoS in the Service Area;
 - (iii) prepare a Conflict of Interest Mitigation Plan, which details the measures the Partner will ensure are implemented to manage and mitigate this apparent or potential Conflict of Interest and provide it to the Agency for approval;
 - (iv) provide quarterly reports to the Agency on the ongoing management of any Approved Conflict of Interest in accordance with the relevant Agency-approved Conflict of Interest Mitigation Plan;
 - (v) cooperate and provide all necessary assistance to the Agency to conduct audits, spot checks and surveys to assess the management of any Approved Conflict of Interest in accordance with the Agency-approved Conflict of Interest Mitigation Plan; and
 - (vi) on request from the Agency, meet with the Agency to discuss any Approved Conflict of Interest, other Conflict of Interest or potential Conflict of Interest.
- (b) Where the Agency receives a notice from the Partner under clause 25.3(a) of these Terms and Conditions, the Agency may, in its absolute discretion:

- (i) require the Partner to cease, and to ensure that any Subcontractor or Affiliated RPoS ceases, operating as an RPoS in the relevant Service Area and to comply with an Agency-approved process and timeframe for the entity to cease operating as an RPoS in the Service Area and transfer any Participants it has in the Service Area to another Registered Provider of Supports in that Service Area who is not the Partner, a Subcontractor or an Affiliated RPoS;
 - (ii) require the Partner to remove any Subcontractor who is, or has an Affiliated RPoS who is, operating as an RPoS in the Service Area from the provision of the Services under this Contract and replace that Subcontractor with a Subcontractor approved by the Agency in accordance with clause 14 of these Terms and Conditions;
 - (iii) notify the Partner that it is satisfied that exceptional circumstances exist that warrant the relevant entity operating as an RPoS in the Service Area and either agree to the proposed measures in the Conflict of Interest Mitigation Plan, or require changes to be made to those proposed measures before the Conflict of Interest Mitigation Plan can be approved by the Agency; and/or
 - (iv) terminate this Contract in accordance with clause 32.2 of these Terms and Conditions.
- (c) If, the Agency is satisfied with the Partner's proposed Conflict of Interest Mitigation Plan to manage a Conflict of Interest, the Agency will approve the Conflict of Interest Mitigation Plan and the Partner must ensure that it, and any relevant Subcontractor and Affiliated RPoS, complies with the Conflict of Interest Mitigation Plan.

26. **Security**

26.1 Compliance with PSPF

The Partner must, and must ensure that its Personnel, comply with:

- (a) all relevant requirements of the PSPF and its Protective Security Protocols (Personnel security, Information security and Physical

security), including the PSPF Protective security governance guidelines – Security of outsourced services and functions;

- (b) the requirements of the Agency's protective security policies and procedures under the PSPF, including as specified in item 10 of the Contract Details;
- (c) any additional security requirements specified in item 10 of the Contract Details; and
- (d) any other security requirements that are notified by the Agency to the Partner from time to time, including any changes to the requirements referred to in clauses 26.1(a), (b) or (c)). Such other security requirements must be complied with from the date specified in the notice, or if none is specified, within 5 Business Days of receipt of the notice.

26.2 Security classified information

The Partner acknowledges and agrees that:

- (a) it must not, and must not permit any of its Personnel or Subcontractors, to access security classified information unless the individual concerned has a security clearance to the appropriate level and the need-to-know, and will prevent access by any such individual whose security clearance has lapsed or been revoked or who no longer requires such access;
- (b) it must notify the Agency immediately upon becoming aware of any unauthorised access to security classified information and the extent and nature of that access (whether incidental or accidental access, or by any of its Personnel or Subcontractors), and must comply with any reasonable directions of the Agency in order to rectify the security incident; and
- (c) it must, and must ensure that its Personnel and Subcontractors, store and handle security classified information and resources in premises and facilities that meet the minimum standards set by the Commonwealth for storage and handling of such information and/or resources, as applicable, of the relevant security classification level.

26.3 Official Information

The Partner acknowledges and agrees that:

- (a) if and when requested by the Agency, it, its Personnel and Subcontractors, must promptly execute a declaration of interest and deed of non-disclosure, in a form reasonably required by the Agency, relating to the use and non-disclosure of official information in connection with this Contract;
- (b) it must promptly notify and disclose to the Agency any conflict of interest affecting it, its Personnel or Subcontractors, that may impact on security in the performance of the Partner's obligations with respect to official information under this Contract;
- (c) it must promptly inform, and keep informed, its Personnel and Subcontractors in respect of all the Agency's security requirements, and the security obligations of the Partner under this Contract, including that the obligation to maintain confidentiality of official information is ongoing (notwithstanding termination or expiry of this Contract or their involvement with it);
- (d) it must, and must ensure that its Personnel and Subcontractors, have and use systems, that meet the designated information security standards under the Australian Government Information Security Manual, for the electronic processing, storage, transmission and disposal of official information;
- (e) it must, and must ensure that its Personnel and Subcontractors, notify the Agency immediately of any actual or suspected security incident, security infringement, security violation or security breach in connection with this Contract, including where it may impact upon the provision of the Services, or official information held by or in the control of the Partner; and
- (f) on termination or expiry of this Contract it must, and must ensure that its Personnel and Subcontractors;

- (i) delete all official information from their respective ICT systems, and
- (ii) return all Agency resources and assets to the Agency, except to the extent that the Law requires it to be retained by them, in which event the retained information, resource or asset continues to be subject to all security requirements applying under this Contract.

26.4 Security clearance

The Partner acknowledges and agrees that:

- (a) upon reasonable notice from the Agency, it must ensure that each of its Personnel and Subcontractors hold and maintain a security clearance at the level and for the period as notified by the Agency to the Partner, from time to time; and
- (b) it is responsible for all costs associated with obtaining and maintaining security clearances for its Personnel and Subcontractors.

26.5 Agency Data and Agency Material

The Partner must, and must ensure that its Subcontractors and Personnel:

- (a) comply with all security requirements applying to Client Data, Agency Data and/or Agency Material in respect of access to and use of Client Data, Agency Data and/or Agency Material, as specified in this Contract, in addition to any obligation under Law;
- (b) notify the Agency immediately and comply with all directions of the Agency if any of them become aware of any contravention of the Agency's security requirements in relation to Client Data, Agency Data and/or Agency Material;
- (c) not remove Client Data, Agency Data or Agency Material or allow Client Data, Agency Data or Agency Material to be removed from the Agency's premises without the prior written consent of the Agency;
- (d) not take Client Data, Agency Data and/or Agency Material or allow Client Data, Agency Data and/or Agency Material to be taken outside of Australia, without the prior written consent of the Agency; and

- (e) report to Australian Signals Directorate's Australian Cyber Security Centre, and the Agency, any breaches of ICT system security that do not involve official information.

26.6 Interpretation

In this clause 26:

- (a) regardless of whether or not the first letter of any word is capitalised, 'asset', 'Australian Government Information Security Manual', 'confidentiality', 'conflict of interest', 'ICT system', 'information security', 'need-to-know', 'official information', 'personnel security', 'physical security', 'protective security', 'resources', 'security classified information', 'security breach', 'security clearance' and 'security incident', have the meaning given to them in the PSPF Australian Government protective security policy framework – glossary of security terms; and
- (b) an obligation of the Partner under any of clauses 26.1, 26.2, 26.3, 26.4 or 26.5 is additional to and does not affect nor derogate from the obligations of the Partner under:
 - (i) one or more of the other of those clauses; and/or
 - (ii) any other provision of this Contract.

27. **Agency IT System**

27.1 General

- (a) The Agency will provide the Partner and relevant Partner Personnel and Subcontractors with access to the Agency IT System for the purpose of providing the Services , and the Partner must use the Agency IT System as required in this Contract.
- (b) The Partner must ensure that its Personnel and Subcontractors do not access or use the Agency IT System until they have:
 - (i) completed successfully the training required in the Statement of Work; and

- (ii) completed to the Agency's satisfaction all required checks and procedures for access to the Agency IT System notified by the Agency, including signing any deed of confidentiality.
- (c) The Partner must notify the Agency immediately if any Personnel or Subcontractor is no longer employed or engaged by the Partner in relation to this Contract so that the Agency can arrange for the relevant Personnel or Subcontractor's access to the Agency IT System to be cancelled.
- (d) The Agency IT System will be made available for access by approved Partner Personnel who have completed the relevant online and face-to-face training and other requirements necessary to access the Agency IT System.
- (e) The Agency IT System will generally be available other than during scheduled maintenance periods.
- (f) If the Agency IT System becomes unavailable for any reason outside of scheduled maintenance periods, the Agency will make reasonable efforts as soon as practicable to notify the Partner of the unscheduled downtime and will notify the Partner once the Agency IT System is available again.
- (g) If the Agency IT System is not available for a period exceeding four Business Hours, the Agency Representative and the Partner Representative will work together to agree on a workaround (that aligns with the NDIS Business Continuity Plan) to ensure that the Partner continues to provide NDIS Partners in the Community Services to Participants and Clients until such time as the Agency IT System becomes available.
- (h) The Agency is responsible for back-ups of information included in the Agency IT System.
- (i) The Agency will maintain the Agency IT System.

- (j) The Agency will provide ICT support to Partner Personnel in relation to the Agency IT System through an online support desk (known as ICT Service Desk).
- (k) Incidents impacting on the Agency IT System will be managed by the Agency in accordance with the Agency's standard incident management processes. The Agency will, from time to time, make available to the Partner information about its standard incident management processes, including the arrangements for prioritisation of incidents.

27.2 Use of IT Hardware

- (a) The Partner is responsible for supplying and maintaining all ICT hardware and relevant associated software required for the performance of the Services, including to access the Agency IT System.
- (b) The Partner must have encrypted portable devices and relevant associated software and other components necessary to be used by Partner Personnel to access and use the Agency IT System for the purpose of performing the Services.
- (c) The Partner is responsible for supplying all other hardware, such as printers, telephones, mobile phones etc, and all telephone, facsimile and internet connectivity systems required for the performance of the Services, including to access the Agency IT System. The Agency will provide the Partner with the details of the printer(s) that are compatible with the IT Hardware supplied by the Agency.
- (d) The Agency has previously supplied IT Hardware to the Partner. The Partner may use the IT Hardware for the performance of the Services, including to access the Agency IT System, until those devices are returned to the Agency. The Partner must return to the Agency (or its nominee) all IT Hardware in accordance with the Agency's instructions.
- (e) The Partner must comply with the Agency's and the Commonwealth's instructions in relation to asset management of the IT Hardware including maintaining asset registers as required.

- (f) The Partner will not obtain any legal or equitable interest in the IT Hardware (other than as bailee). Ownership of and title in the IT Hardware (including any software included in it) will remain with the Commonwealth (or its licensor), including any part of the items that are replaced or modified during the course of the repair of the IT Hardware which will be deemed to become part of the IT Hardware and the property of the Commonwealth (or its licensor).
- (g) The Partner must not:
 - (i) download or install any additional software or application onto the IT Hardware, unless authorised in writing by the Agency;
 - (ii) modify or attempt to modify, and must ensure that Partner Personnel do not modify or attempt to modify, any security settings on the IT Hardware;
 - (iii) remove any software, application or other component included in the IT Hardware;
 - (iv) otherwise modify any IT Hardware;
 - (v) sell, offer to sell or otherwise dispose of the IT Hardware;
 - (vi) grant to any person any sub-lease, licence or sub-licence affecting the IT Hardware;
 - (vii) create any security interest over the IT Hardware;
 - (viii) attempt to represent or assert any ownership interest in any IT Hardware;
 - (ix) allow the IT Hardware or any part of it to become an accession (as defined under the *Personal Property Securities Act 2009* (Cth)) to any property; or
 - (x) otherwise deal with the IT Hardware in a way that is inconsistent with the Agency's and the Commonwealth's rights under this Contract,

and must keep the IT Hardware free from any liens, attachments and other encumbrances of any kind.

- (h) The Agency and the Commonwealth will not be responsible for:
 - (i) any delays, omissions, oversights, errors, or failures caused by the Partner or its Personnel, agents, or Subcontractors;
 - (ii) problems caused by the Partner's software or data;
 - (iii) a defect or deficiency with respect to the Partner's network, systems, or other equipment; or
 - (iv) modifications to IT Hardware made by a party other than the Agency, the Commonwealth or their representatives.
- (i) The IT Hardware is supplied subject to the third party supplier's or manufacturer's product and service warranties, maintenance and support guidelines and policies.
- (j) All software provided by the Agency or the Commonwealth or forming part of the IT Hardware is subject to the end user licence agreement embedded in the software or forming part of the software or provided with the software.
- (k) The Partner acknowledges and agrees that it will be fully responsible for how the IT Hardware is deployed, operated and used by the Partner, its Personnel, agents and Subcontractors (including but not limited to any acts and omissions of its Personnel, agents and Subcontractors in relation to the introduction of any virus, spamming, breach of privacy, breach of confidentiality, breach of Law).
- (l) The Agency will have no liability for lost data, systems, programs or software resulting from the IT Hardware backup activities or failure to backup, any restoration of data or software.
- (m) The Partner accepts risk for Loss of or damage to the IT Hardware from the time the Partner takes delivery of the IT Hardware until the IT Hardware is returned to the Agency, except to the extent that the Loss or damage is caused or contributed to by an act or omission (including negligence or breach of this Contract) of the Agency, the Commonwealth or their personnel.

- (n) If notified by the Agency, the Partner may be required to effect and maintain appropriate insurance for the IT Hardware.
- (o) The Partner must notify the Agency as soon as practical if any IT Hardware (including peripherals or components) is:
 - (i) lost, stolen, destroyed, confiscated or damaged; or
 - (ii) otherwise defective or not operating or unable to be used by the Partner,
 during the Contract Period ('Affected Goods').
- (p) The Agency will replace or repair each Affected Good. The Partner will be liable for the agreed cost of repairs or replacement to Affected Goods described in clause 27.2(o).
- (q) Any IT Hardware replaced under clause 27.2(p) will be deemed to be the property of the Commonwealth (or its licensor).
- (r) The Partner must provide reasonable access to the IT Hardware and software to the Agency or its nominee to enable the Agency to revise, update, repair or remove the IT Hardware or software for the purposes of providing warranty repair (including online or remote access required for diagnostic or maintenance services).
- (s) The Partner must return to the Agency (or its nominee) all IT Hardware and software as soon as practicable at the end of the Term in accordance with the Agency's instructions.
- (t) Unless otherwise notified by the Agency in writing, it is the responsibility of the Partner to complete a full backup of any data, systems, programs, or software that it needs to retain and to remove any confidential or sensitive data (including data that may be subject to unique rules regarding disclosure, accountability, or disposal) from the IT Hardware prior to surrendering them to the Agency.
- (u) The Agency is not responsible to the Partner for the restoration of any data, systems, programs, or software removed by the Agency from the IT Hardware once it is surrendered to the Agency (or its representative).

27.3 Access to Agency IT System

- (a) In providing the Services, the Partner must (having due regard for the security concerns inherent in remote access and control of the Agency IT System) take appropriate action and maintain appropriate protocols to satisfy its obligations for the protection and security of the Agency, Agency Material, Agency Data and all Client Data, including adding protective markings to emails, as set out in the Contract or as otherwise reasonably notified by the Agency.
- (b) The Partner must ensure that:
 - (i) no security requirement of the Agency is breached by the Partner or Partner Personnel and no Agency Material, no Agency Data and no Client Data is taken outside Australia by the Partner or Partner Personnel through the remote access or control of any server or other hardware or software;
 - (ii) no unauthorised attempt whatsoever is made by the Partner or the Partner Personnel to access or use in any way the Agency IT System;
 - (iii) direct or indirect access to the Agency IT System, hardware or software by the Partner or the Partner Personnel is absolutely restricted to those Partner Personnel who have been approved by the Agency and who have a need for such access and that access is limited to the minimum access necessary to enable the Partner to comply with its obligations under this Contract;
 - (iv) no Agency Material, Agency Data or Client Data is changed by the Partner or Partner Personnel except where required to perform the Services in accordance with the Contract or with the express prior written approval of the Agency;
 - (v) any access by the Partner or Partner Personnel to the Agency IT System is only with the clear identification and recording of the individual gaining such access; and

- (vi) any access by the Partner or Partner Personnel to the Agency IT System complies with any other requirements relating to remote access notified by the Agency.
- (c) The Partner must comply with clause 26 and with the Agency's policies and procedures in relation to access to and use of the Agency IT System as notified by the Agency from time to time.

27.4 Harmful Code

- (a) The Partner must use its best endeavours not to:
 - (i) introduce any Harmful Code into the Agency IT System or IT Hardware; and
 - (ii) suffer or permit any third party under its direction or control to introduce any Harmful Code into the Agency IT System or IT Hardware.
- (b) If the Partner becomes aware that any Harmful Code has been introduced into the Agency IT System or IT Hardware the Partner must promptly report that introduction to the Agency.

27.5 IT Contact

- (a) The Partner must:
 - (i) nominate Personnel to receive technical advice from the Agency on the Agency IT System (IT Contact);
 - (ii) ensure that the IT Contact:
 - (A) disseminates technical advice to Partner Personnel as appropriate, in order to minimise disruption to the Services; and
 - (B) provides advice, as requested by the Agency to assist in resolution of the Agency IT System's technical issues; and
 - (iii) where that IT Contact changes, advise the Agency accordingly.

27.6 Access to third parties

- (a) Subject to its obligations under clause 21, if the Partner gives access to Client Data, or any derivative thereof, to third parties, including:

- (i) third-party hosting entities; or
 - (ii) outsourced information technology service providers,

the Partner must ensure that a deed of confidentiality and privacy in a form acceptable to the Agency is signed by each relevant third party prior to that third party being granted any such access and only grant such access in accordance with this clause 27.

27.7 Breaches of IT security

- (a) The Partner must report all breaches of IT security to the Agency, including where Partner Personnel suspect that a breach may have occurred or that a person may be planning to breach IT security.
- (b) If the Agency considers that the Partner is or has breached this clause 27 or clause 26 of this Contract, the Agency may, at its absolute discretion immediately:

- (i) suspend access to the Agency IT System; or
 - (ii) terminate access to the Agency IT System,

for any one or more of the following:

- (iii) any Partner Personnel;
 - (iv) any Subcontractor; or
 - (v) the Partner,

by providing notice to the Partner. This clause is without limitation to any other rights the Agency may have to suspend or terminate access to the Agency IT System.

- (c) If the Agency suspends or terminates access to the Agency IT System under clause 27.7(b), it may, at its sole and absolute discretion, impose conditions on any resumption of access.
- (d) If the Agency gives notice to the Partner that access to the Agency IT System is suspended or terminated under clause 27.7(b), the Partner

must immediately take all actions necessary to ensure that such access is suspended or terminated for the affected Personnel or Subcontractors.

- (e) Any action taken by the Agency under clause 27.7(b) does not limit any other rights the Agency has under this Contract or at Law.

28. **Records and auditing**

28.1 Records

The Partner must:

- (a) keep detailed and proper records and books of account relating to the performance of its obligations under this Contract (Records);
- (b) retain the Records for a minimum period of 7 years after the termination or expiry of this Contract; and
- (c) store the Records securely in compliance with all applicable Laws.

28.2 Audit

- (a) During the Contract Period and for 7 years after termination or expiry of this Contract, the Partner must:
 - (i) within 10 Business Days of receiving notice from the Agency, allow the Agency and its nominated representatives to access and take copies of the Records and all other documents relating to its activities for the purpose of verifying the Partner's compliance with this Contract, including Attachment 8 (Performance Management Framework); and
 - (ii) provide the Agency and its nominated representatives with all the assistance needed to access and copy the Records, including providing access to office space, computers, telephone and photocopy facilities at the Partner's premises.
- (b) Audits may be conducted of any documents or Records which relate to the provision of the Services and the Partner's compliance with its obligations under this Contract, the NDIS Act or any Rules made under the NDIS Act.

- (c) The Agency may, at reasonable times and on giving reasonable notice to the Partner require assistance from the Partner in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Agency), any request for information directed to the Agency, and any inquiry conducted by Parliament or any Parliamentary committee.
- (d) The Partner must provide access to its computer hardware and software to the extent necessary for the Agency to exercise its rights under this clause 28, and provide the Agency with any reasonable assistance requested by the Agency to use that hardware and software.
- (e) The Agency must use best endeavours to ensure that audits performed pursuant to clause 28.2 do not unreasonably delay or disrupt in any material respect the Partner's performance of its obligations under this Contract or its business.
- (f) If an audit conducted by the Agency under this clause demonstrates to the Agency's satisfaction that the Partner has invoiced the Agency for amounts that exceed the amounts it is entitled to under this Contract (**Overpayment**), the Partner must, within 10 Business Days of receiving notice from the Agency:
 - (i) reimburse the Agency the full amount of the Overpayment; and
 - (ii) reimburse the Agency for all of its costs of conducting the audit.

28.3 Auditor-General and Privacy Commissioner

- (a) The rights of the Agency under clause 28.2(a), 28.2(b), 28.2(c) and 28.2(d) apply equally to the Auditor-General or a delegate of the Auditor-General, or the Privacy Commissioner or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers.
- (b) The Partner must do all things necessary to comply with the Auditor-General's or his or her delegate's or the Privacy Commissioner's or his or her delegate's requirements, provided such requirements are legally

enforceable and within the power of the Auditor-General, the Privacy Commissioner, or his or her respective delegate.

28.4 No reduction in responsibility

The requirement for, and participation in, audits does not in any way reduce the Partner's responsibility to perform its obligations in accordance with this Contract.

28.5 No restriction

Nothing in this Contract reduces, limits or restricts in any way any function, power, right or entitlement of the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner or a delegate of the Privacy Commissioner.

29. **Insurance**

29.1 Obligation to maintain insurance

(a) The Partner must have and maintain:

(i) for the Contract Period, valid and enforceable insurance policies for:

(A) public liability;

(B) professional indemnity;

(C) workers' compensation as required by Law; and

(D) any additional types of insurance policy specified in the Contract Details; and

(ii) for seven years following the expiry or termination of this Contract, valid and enforceable insurance policies for professional indemnity, unless otherwise specified the Contract Details,

in the amounts specified in the Contract Details.

(b) The Partner must ensure that it:

(i) does not do or omit to do anything that might prejudice any insurance;

- (ii) if necessary, take all possible steps to rectify any situation which might prejudice any insurance;
- (iii) does not cancel or allow an insurance policy to lapse during the Contract Period without the prior written consent of the Agency Representative;
- (iv) immediately notifies the Agency Representative in writing of any event which may result in a required insurance policy lapsing, being cancelled or rescinded; and
- (v) complies fully with its duty of disclosure and obligations of utmost good faith toward the insurer and in connection with all of the required insurance policies.

29.2 Certificates of currency

The Partner must, on request by the Agency, provide current relevant confirmation of insurance documentation from its insurers or insurance brokers certifying that it has insurance as required by clause 29.1, including:

- (a) copies of all cover notes, certificates of currency, renewal certificates and endorsement slips, as soon as the Partner receives them; and
- (b) on request, other evidence of the insurances which the Agency reasonably requires, including a copy of the policies.

29.3 Reputable insurers

The Partner must ensure that each insurance referred to in clause 29.1 (other than statutory insurances) is effected with reputable insurers with a security rating of A- or better by Standard and Poor's or the equivalent rating by another recognised rating agency.

29.4 Notice of cancellation

The Partner must immediately give notice to the Agency whenever an insurer of any of the insurances effected in compliance with clause 29.1 gives the Partner a notice of cancellation or any other notice in respect of the relevant policy of insurance, or whenever the Partner serves a notice of cancellation on the insurer.

29.5 Maintenance of insurance

The Partner must ensure that in relation to the insurances to be maintained under clause 29.1, it:

- (a) does not do anything which prejudices any insurance;
- (b) if necessary, rectifies anything which might prejudice any insurance;
- (c) reinstates an insurance policy if it lapses;
- (d) does not cancel, vary or allow an insurance policy to lapse without the prior written consent of the Agency;
- (e) immediately notifies the Agency of any event which may result in an insurance policy lapsing or being cancelled;
- (f) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance; and
- (g) takes all reasonable steps to avoid and mitigate losses or liabilities otherwise insured under the policies.

29.6 Multiple insureds

If any insurance policy required under clause 29 insures multiple insureds, that policy must provide that the acts, omissions or non-disclosures of one insured will not be imputed to any other insured for the purposes of determining rights to coverage. In the case of public liability insurance, the insurance policy must also provide that the insurer will insure the liability of one insured to another.

29.7 Failure

If the Partner fails to satisfy any of its obligations under clause 29.1, after the Agency gives notice of the failure to the Partner and the Partner has had a reasonable opportunity in the opinion of the Agency to cure the failure, the Agency is entitled to effect and maintain (and the Partner must provide all reasonable assistance and information to allow the Agency to effect and maintain) such insurance policies and pay the premiums as necessary, and

in relation to insurances required by clause 29.1, recover the amount from the Partner.

29.8 No prevention or restriction

Nothing in this clause 29 prevents the Agency from taking out insurance and exercising its right under clause 29.6 without notice to the Partner, and at the expense of the Partner, if the Agency becomes aware that an insurance policy required under clause 29.1 has lapsed or will soon lapse.

30. **Unforeseen Events**

- (a) If an Unforeseen Event affecting a party precludes that party (**Precluded Party**) from complying with its obligations under this Contract, the Precluded Party must promptly give the other party (**Affected Party**) written notice detailing:
 - (i) the Unforeseen Event;
 - (ii) which obligations the Precluded Party is precluded from performing (Affected Obligations);
 - (iii) the extent to which the Unforeseen Event directly precludes the Precluded Party from performing the Affected Obligations (Precluded Extent); and
 - (iv) the expected duration of the delay directly caused by the Unforeseen Event.
- (b) Subject to complying with clause 30(a), the Precluded Party's obligation to perform the Affected Obligations is suspended to the Precluded Extent for the duration of the actual delay directly caused by the Unforeseen Event.
- (c) If clause 30(b) applies, the Affected Party's obligations to perform any obligations that are dependent on the Affected Obligations will also be suspended until the Precluded Party resumes performance.
- (d) The Precluded Party must:
 - (i) use its best endeavours to overcome the effects of the Unforeseen Event; and

- (ii) resume compliance with this Contract as soon as practicable after the Unforeseen Event no longer affects the Precluded Party.
- (e) If an Unforeseen Event continues for more than 30 days, either party may terminate this Contract immediately in accordance with clause 32.2(a)(v) or 32.5(b), as applicable.

31. **Dispute resolution**

31.1 Dispute Notice

A party claiming that a Dispute has arisen must promptly give the other party a Dispute notice (**Dispute Notice**). The Dispute Notice must state that a Dispute has arisen and briefly identify the matter in Dispute.

31.2 Negotiation

The parties must attempt to resolve all Disputes by escalation through the following process:

- (a) within 5 Business Days of the Dispute Notice date, the Representative for each party must meet to discuss the Dispute; and
- (b) if the Dispute remains unresolved 10 Business Days after the Dispute Notice date, the Agency Executive Representative and Partner Executive Representative must meet to discuss the Dispute.

31.3 Mediation

- (a) If the Dispute remains unresolved after 30 Business Days from the time of the Dispute Notice, the parties must attempt to resolve the Dispute by mediation administered by the Australian Disputes Centre (ADC) according to its mediation guidelines.
- (b) If the Dispute is referred to mediation under clause 31.3(a), the parties must do all things and execute all documents reasonably required to refer the matter for mediation as soon as is practicable.
- (c) Each party will bear its own costs in relation to attendance at, and participation in, the mediation and will share equally the costs of the ADC and appointed mediator.

31.4 Dispute resolution before court proceedings

- (a) Subject to clause 31.4(b), the parties must attempt to resolve all Disputes under this clause before starting any court proceedings, other than court proceedings for interlocutory relief.
- (b) If a Dispute remains unresolved 3 months after the Dispute Notice date, either party may commence court proceedings in relation to the Dispute.

31.5 Performance during a Dispute

Despite the existence of a Dispute, the parties must continue to perform their obligations under this Contract.

31.6 No effect on right to terminate

This clause 31 does not:

- (a) affect the rights of the parties to terminate this Contract under clause 32; or
- (b) apply to legal proceedings by either party seeking urgent interlocutory relief.

32. Termination of the Contract

32.1 Termination and reduction for convenience

- (a) The Agency may in its absolute discretion at any time terminate this Contract or reduce the scope of the Services, for convenience, without cause, by giving at least 30 days' written notice to the Partner. Such termination will take effect on and from the time specified in the notice.
- (b) On receipt of the notice of termination or reduction, the Partner must:
 - (i) stop work as specified in the notice and comply with any other directions or requests in the notice;
 - (ii) take all available steps to minimise Loss resulting from that termination or reduction and to protect Agency Material and Contract Material;
 - (iii) satisfy its obligations in relation to Transition Services in accordance with Attachment 3 (Statement of Work); and

- (iv) continue to work on any part of the Services not affected by the notice.
- (c) If this Contract is terminated by the Agency under clause 32.1, the Agency will only be liable to:
 - (i) subject to clause 32.1(d), reimburse the Partner for any reasonable, evidenced and unavoidable costs incurred by the Partner and directly attributable to the termination, including redundancy costs (and reimbursement of redundancy costs for an employee will not exceed the amount of redundancy pay that would be payable to the employee under the National Employment Standards in respect of the period during which the employee was employed to perform the Services under this Contract); and
 - (ii) pay all Charges owing in respect of work in progress or Services (if any) completed as at the effective date of termination, provided that such Charges are reasonable, evidenced and unavoidable and have been performed in accordance with the requirements in this Contract; and
 - (iii) provide the facilities and assistance necessary required under this Contract before the effective date of termination.
- (d) The Agency is not liable to pay compensation under clause 32.1(c) for an amount which would, in addition to any amounts paid or due, or becoming due, to the Partner under this Contract, together exceed the Charges payable under this Contract as set out in Attachment 4 (Charges).
- (e) If the scope of the Services is reduced:
 - (i) the Partner must satisfy its obligations in relation to Transition Services in accordance with Attachment 3 (Statement of Work), if required, in relation to the reduced scope; and
 - (ii) the Agency's liability to pay the Charges or provide Agency Material or facilities and assistance, in the absence of agreement

to the contrary, abates proportionately to the reduction in the Services.

- (f) The Partner is not entitled to compensation for loss of prospective profits or compensation for the loss of any benefits that would have been conferred on the Partner had the termination or reduction not occurred.

32.2 Termination or reduction by the Agency

- (a) The Agency may terminate this Contract, or reduce its scope, immediately by written notice to the Partner if:
 - (i) the Partner breaches any material term of this Contract and the breach is not capable of remedy;
 - (ii) the Partner breaches any term of this Contract that is capable of remedy and fails to remedy the breach within 10 Business Days of receiving notice from the Agency to do so;
 - (iii) an Insolvency Event occurs in relation to the Partner;
 - (iv) the Partner engages in any conduct that the Agency determines, in its absolute discretion, causes or may cause imminent and serious risk to the health or safety of a person, or to the reputation, viability or financial sustainability of the Scheme;
 - (v) an Unforeseen Event continues for more than 30 days;
 - (vi) Not used;
 - (vii) clause 1.13.4 of Attachment 8 applies;
 - (viii) not used;
 - (ix) a Conflict of Interest under clause 24 or clause 25 cannot be resolved to the Agency's reasonable satisfaction;
 - (x) the Agency considers in its absolute discretion that the Partner:
 - (A) has engaged in conduct which is dishonest, fraudulent, deceitful or abusive;
 - (B) is guilty of professional misconduct; or

- (C) has otherwise been involved in any type of misconduct while carrying out the Services or any part of them;
 - (xi) the Agency has a termination right under another clause of this Contract, including Attachment 3 (Statement of Work); or
 - (xii) not used.
- (b) Without limitation, for the purpose of clause 32.2(a)(i), each of the following constitutes breach of a material term of the Contract:
- (i) a failure to comply with clause 4 (Provision of Services);
 - (ii) breach of warranty under clause 4.4 (Partner warranties), including without limitation the warranty contained in clause 4.4(c), (d) or (e);
 - (iii) a failure to comply with clause 12 (Personnel);
 - (iv) a failure to comply with clause 13 (Vulnerable Persons, Children, Eligibility and Suitability Checks and Criminal Offences);
 - (v) a failure to comply with clause 14 (Subcontracting);
 - (vi) a failure to comply with clause 16 (Intellectual Property Rights);
 - (vii) a failure to comply with clause 20 (Indemnity);
 - (viii) a failure to comply with clause 21 (Confidentiality and privacy);
 - (ix) a failure to comply with clause 22 (Privacy provisions in the NDIS Act);
 - (x) a failure to comply with clause 23 (Protection of Personal Information);
 - (xi) a failure to comply with clause 24 (Conflict of Interest);
 - (xii) a failure to comply with clause 25 (Registered Providers of Supports Related Parties);
 - (xiii) a failure to comply with clause 26 (Security);
 - (xiv) a failure to comply with clause 27 (Agency IT System);
 - (xv) a failure to comply with clause 28 (Records and auditing);
 - (xvi) a failure to comply with clause 29 (Insurance);

(xvii) a failure to comply with clause 38 (Compliance with Laws); and

(xviii) a failure to comply with clause 39.3 (Assignment and novation).

32.3 Notice of Insolvency Events

The Partner must notify the Agency in writing immediately if it experiences an Insolvency Event or anticipates that it is likely to experience an Insolvency Event.

32.4 Deemed termination for convenience

If a court finds that the Agency has unlawfully terminated under clause 32.2 then that termination is deemed to be a termination for convenience under clause 32.1. The termination has effect from the date of the purported termination under clause 32.2.

32.5 Termination by the Partner

The Partner may terminate this Contract by 20 Business Days written notice to the Agency if:

- (a) subject to the Agency's rights under this Contract, the Agency has not paid a Valid Invoice or has not notified the Partner that it disputes the charges specified in the Valid Invoice within 60 days of receipt of that Valid Invoice and the Partner has given the Agency:
 - (i) a first notice 30 days after the due date of the invoice specifying the failure to pay and giving the Agency at least 30 days to pay the invoice; and
 - (ii) a second notice 15 days after the first notice, referring to the first notice and giving the Agency at least 15 days to pay the invoice; or
- (b) an Unforeseen Event continues for more than 30 days.

33. Consequences of termination

33.1 On termination or expiry

On termination or expiry of this Contract:

- (a) except as expressly provided in this Contract, all rights granted under this Contract cease (which accrued up to and including the date of termination or expiry);
- (b) the Partner must satisfy its obligations in relation to the Transition Services in accordance with Attachment 3 (Statement of Work); and
- (c) the Partner must comply with its obligations stated in clause 21 (Confidentiality and Privacy).

33.2 Costs payable on termination

- (a) If this Contract is terminated by the Agency, the Partner acknowledges and agrees that it is not entitled to, and will not claim, payment of any amount of any Loss it sustains as result of termination of this Contract other than as expressly stated in this clause 33.2 and clause 32.1(c).
- (b) If this Contract is terminated or reduced in scope by the Agency, the Partner must immediately comply with the Agency's directions and do everything possible to mitigate its Losses arising in consequence of termination.
- (c) If this Contract is terminated by the Agency under clause 32.2, the Agency must pay all Charges owing in respect of work in progress or Services (if any) completed as at the effective date of termination, provided that such Charges are reasonable, evidenced and unavoidable and have been performed in accordance with the requirements in this Contract.

34. Notices and other communications

34.1 Service of Notices

A notice must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile or email to the recipient's address for notices specified in the Contract Details, as varied by any notice given by the recipient to the sender.

34.2 Effective on receipt

A notice given in accordance with clause 34.1 takes effect when it is taken to be received, and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire notice; or
- (d) if sent by email, at the time the email is sent by the sender, unless the sender receives a computer generated notification that the email was not delivered,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

35. **Disability and Cultural Inclusion**

35.1 Commitment to people with disabilities

The Agency is committed to ensuring the principles in the UNCRPD are implemented and that the Agency is acting in compliance with provisions in the Relevant Disability Laws. The Agency has an obligation under section 4 of the NDIS Act to support people with disabilities in all their dealings and communications with the Agency so that their capacity to exercise choice and control is maximised in a way that is appropriate to their circumstances and cultural needs.

35.2 Partner obligations

To assist the Agency to comply with its obligations, the Partner must:

- (a) to the extent they apply to the Partner, comply with all Relevant Disability Laws;

- (b) provide all Deliverables under this Contract in a format that is compliant with WCAG; and
- (c) within five Business Days of the Contract Commencement Date, provide a Disability and Culturally Inclusive Employment Strategy that includes details about how the Partner actively supports inclusion in the workplace for people with disability and culturally diverse employment, including how the Partner:
 - (i) creates a welcoming workplace and fosters an inclusive culture, where people with a disability and/or are culturally diverse feel valued and encouraged to participate;
 - (ii) attract, appoint, retain and develop employees with a disability and/or cultural diversity;
 - (iii) ensures an ongoing commitment to the success of the strategy through the development and use of accountability measures; and
 - (iv) will achieve a target of at least 15% of personnel employed to provide the Services identifying as a person with disability by 30 June 2019.
- (d) use reasonable endeavours to achieve a goal of between 15% and 20% of Personnel employed to perform the Services identifying as a person with disability;
- (e) use reasonable endeavours to achieve a target of at least 3% of Personnel employed to perform the Services identifying as First Nations people; and
- (f) achieve a workforce that is:
 - (i) representative of the people in the relevant Service Area; and
 - (ii) able to provide the Services to all people with developmental delay or disability (including people with a lived experience of psycho-social disability), people who identify as being First Nations, people who are from Culturally and Linguistically Diverse, and sexuality and gender diverse (including LGBTI) backgrounds,

regardless of religion, culture, values or language requirement;
and

- (g) provide reports to the Agency 10 Business Days after the end of each quarter of its progress in meeting the targets for employment set out in its Disability and Culturally Inclusive Employment Strategy and clause 35.2 (d) of these Terms and Conditions.

35.3 The Partner must ensure that people with disability and culturally diverse backgrounds are actively involved in the design of the Partner's approach to delivering the Services and the Partner's governance processes in relation to the Services appropriate to the community in which they work.

35.4 The Partner must develop place-based formal and informal collaborative relationships, with First Nations organisations; culturally and linguistically diverse organisations; disability service providers and peak bodies to ensure Partner Services meet the needs of their community. Relationships should be developed on the basis of trust and consider the experiences and knowledge of local experts. This may include formal relationships (e.g. the Agency, subcontracting) or informal relationships (referral pathways, regular engagement and connections), to build capacity to support the community to engage with the NDIS and improve Services.

35.5 For the purposes of this clause 35, in particular the reports required under clause 35.2(g), the following descriptors should be used by Partner Personnel in identifying whether they have a disability:

- (a) breathing difficulties;
- (b) chronic or recurrent pain;
- (c) difficulty gripping or holding objects;
- (d) disfigurement or deformity;
- (e) incomplete use of arms or fingers;
- (f) incomplete use of legs or feet;
- (g) learning or comprehension difficulties;
- (h) long term effects of head injury;

- (i) long term effects of other brain damage;
- (j) long term effects of stroke;
- (k) long term medical condition;
- (l) loss of hearing;
- (m) loss of sight;
- (n) mental illness or condition;
- (o) nervous or emotional condition;
- (p) neurological impairments, e.g. seizures;
- (q) other long term condition;
- (r) restriction in physical activities; or
- (s) speech difficulties.

35.6 For the purposes of this clause 35, in particular the reports required under clause 35.2(g), Partner Personnel meet the meaning of First Nations people (as applied by the NDIS) when the person identifies as:

- (a) Aboriginal but not Torres Strait Islander; or
- (b) Australian Aboriginal; or
- (c) Torres Strait Islander.

35.7 For the purposes of this clause 35, in particular the reports required under clause 35.2(g), Partner Personnel meet the meaning of Culturally and Linguistically Diverse (as applied by the NDIS) where the person identifies themselves as being born in a country other than Australia, the United Kingdom, the United States of America, Canada or South Africa, or where the primary language spoken at home is not English.

36. **WHS Law requirements**

36.1 Work Health and Safety Obligations

The Partner, in connection with the performance of the Services, must:

- (a) comply, and ensure that all Personnel employed or engaged by it or on its behalf comply, with all obligations under the WHS Law;

- (b) comply, and ensure that all Personnel employed or engaged by it or on its behalf, comply, with the Partner's Work Health and Safety Plan (WHS Plan) required by clause 4, Schedule 1 of the SOW;
- (c) provide appropriate information, training, instruction and supervision to all Personnel employed or engaged by it or on behalf of it, as is necessary to carry out the Services safely and in accordance with obligations under the WHS Law;
- (d) have systems in place to identify, assess and eliminate risks and hazards at the locations at which it provides the Services, which meet obligations under the WHS Law;
- (e) have systems in place to identify, assess and eliminate risks and hazards which may arise in the delivery of the Services outside of the locations, which meet obligations under the WHS Law;
- (f) ensure that, where work health and safety risks and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which complies with obligations under the WHS Law;
- (g) ensure that the health and safety of other persons is not put at risk in connection with the delivery of the Services;
- (h) immediately notify the Agency, in any form required by the Agency, of any notifiable incidents or accidents (being an incident which is notifiable under WHS Law), injuries or damage to property of a serious nature that occurs in connection with the Contract; and
- (i) provide additional information, reports or assistance to the Agency relating to any accident, notifiable incident, injury or damage to property, as required by the Agency or the WHS Law.

36.2 Assistance to the Agency

The Partner, in connection with the Contract, must:

- (a) assist the Agency (including by way of provision of information and documents), to comply with the WHS Law applicable to the Agency in relation to the Services;

- (b) promptly comply with any directions given by the Agency that the Agency considers are necessary for the Agency to do either or both of the following:
- (c) deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons; and
- (d) comply with any obligations under the WHS Law applicable to it in relation to the Services.

37. **Transition out**

- 37.1 In addition to its obligations to provide the Transition Services in accordance with Attachment 3 (Statement of Work), at any time during the Contract Period or the Transition Out Period, the Partner must, at its own cost, provide the Agency with any assistance and information reasonably requested by the Agency to:
- (a) allow the Services to continue without interruption or adverse effect in the course of being transferred to a new provider;
 - (b) allow the Agency to appoint a new provider of the Services (including providing the Agency with information or materials to form part of a request for tender or request for quotation being prepared for or on behalf of the Agency); and
 - (c) facilitate the orderly transfer of responsibility for and conduct of the Services to the Agency or a new provider appointed by the Agency.
- 37.2 The Partner grants the Agency an option to continue delivering the Services as described in Schedule 2 and Schedule 7 to the SOW for each of the relevant Service Areas during the Transition Out Period.
- 37.3 If the Agency wishes to exercise the option granted in clause 37.2, the Agency will give the Partner a written notice no later than 6 months before the end of the Initial Term specifying those Service Areas that the Agency requires the Partner to continue delivering the Services as described in Schedule 2 and Schedule 7 to the SOW for, during the Transition Out Period.

- 37.4 If the Agency exercises the option in accordance with clause 37.3, the Additional Transition Funds in clause 2 of Attachment 4 will be payable to the Partner for the relevant Service Areas.
- 37.5 The Agency expressly reserves its right to determine whether to exercise the option granted under clause 37.2 of the Contract in its absolute discretion. The parties acknowledge and agree that the Additional Transition Funds set out at clause 2 of Attachment 4 and the expected Participant volumes for the final quarter of the Financial Year 2026-27, do not in any way limit or affect the Agency's absolute discretion to determine whether to require the Partner to deliver the Services as described in Schedule 2 and Schedule 7 to the SOW for the Transition Out Period.

38. **Compliance with Laws**

38.1 Compliance with laws

The Partner agrees, in carrying out this Contract, to comply with any laws and warrants that it will not cause the Agency to breach any laws, in particular:

- (a) the NDIS Act;
- (b) the *Crimes Act 1914*;
- (c) the *Racial Discrimination Act 1975*;
- (d) the *Sex Discrimination Act 1984*;
- (e) the *Disability Discrimination Act 1992*;
- (f) the *Workplace Gender Equality Act 2012*;
- (g) the *Charter of United Nations Act 1945 and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002*;
- (h) the Privacy Act;
- (i) the *Freedom of Information Act 1982*;
- (j) the *Age Discrimination Act 2004*;
- (k) the *Competition and Consumer Act 2010*;
- (l) the *Fair Work Act 2009*;
- (m) the *Criminal Code Act 1995*;

- (n) WHS Law applicable to the Partner; and
- (o) the *Auditor-General Act 1997*.

38.2 Criminal Code

The Partner acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the *Criminal Code Act 1995*.

38.3 Unauthorised disclosure

The Partner acknowledges that unauthorised disclosure of information held by the Commonwealth is subject to the sanction of criminal law under sections 70 and 79 of the *Crimes Act 1914* and section 91.1 of the *Criminal Code Act 1995*.

39. **Miscellaneous**

39.1 Variation

Any variation to this Contract must be in writing and agreed to by both parties. The Agency will not be liable for any additional work undertaken or expenditure incurred by the Partner pursuant to a variation to the Contract unless such variation has been effected in accordance with the Contract and any additional work or expenditure has been agreed to by the Agency.

39.2 Approvals and consents

Except where this Contract expressly states otherwise, the Agency may, in its absolute discretion, give or withhold, conditionally or unconditionally, any approval or consent under this Contract.

39.3 Assignment and novation

- (a) The Partner may not assign, novate or otherwise transfer its rights or obligations under this Contract without the prior written consent of the Agency.
- (b) The Partner must consult with the Agency before entering negotiations with any other person regarding any arrangement that might require assignment or novation of this Contract. For the avoidance of doubt, the

Agency is under no obligation to consent to any assignment or novation of this Contract.

39.4 Costs

Each party must pay its own costs of negotiating, preparing and executing this Contract.

39.5 No merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

39.6 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

39.7 Severability

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

39.8 Waiver

- (a) A failure or delay by a party to exercise any right or remedy it holds under this Contract or at law does not operate as a waiver of the right, unless such failure or delay is expressed in writing by the party to be a waiver of the right or remedy.
- (b) A single or partial exercise by a party of any right or remedy it holds under this Contract or at law does not prevent the party from exercising the right again or to the extent that it has not fully exercised the right.
- (c) Waiver of any provision of or right under this Contract:
 - (i) must be in writing signed by the party entitled to the benefit of that provision or right; and
 - (ii) is effective only to the extent set out in any written waiver.

39.9 Governing law and jurisdiction

This Contract is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of the Australian Capital Territory.

39.10 Counterparts

This Contract may be executed in counterparts. All executed counterparts constitute one document.

39.11 Relationship of Parties

- (a) This Contract is a contract for Services and the Partner is an independent contractor. Nothing in this Contract will create a relationship of partnership, principal and agent, joint venturers or employer/employee between the Agency and the Partner (or any other party). Nothing in this Contract will create a relationship of employer/employee between:
 - (i) the Agency and any Personnel of the Partner; or
 - (ii) the Partner and any Personnel of the Agency (including, without limitation, where the Agency seconded Personnel of the Agency to work with the Partner).
- (b) The Partner must not act and does not have any authority to act as agent of, or in any way bind or commit, the Agency to any obligation, except as stated specifically in the Contract. The Partner must not represent itself, and must ensure that its Personnel do not represent themselves, as being employees, partners, joint venturers or agents of the Agency or as otherwise able to bind or represent the Agency except as stated specifically in this Contract.
- (c) The Partner must ensure that the Partner's Personnel (including any who are Local Area Coordinators/EC Coordinators) clearly identify themselves as a contractor to the Agency when communicating through telephone, facsimile, email or any other communication tool in the course of performing the Services as notified to the Partner by the Agency Representative.

39.12 Ownership of Contract

All copyright and other Intellectual Property Rights contained in this Contract remain the property of the Agency.

39.13 Announcements

The Partner must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the Agency's agreement to the announcement in accordance with any agreed protocols, except if required by law or a regulatory body (including a relevant securities exchange), in which case the Partner must, to the extent practicable, first consult with and take into account the reasonable requirements of the Agency.

40. **Survival**

The following clauses survive the expiry or termination of this Contract:

- (a) clause 4.7 (Access to Documents);
- (b) clause 16 (Intellectual Property Rights);
- (c) clause 17 (Moral Rights);
- (d) clause 19 (GST);
- (e) clause 20 (Indemnity);
- (f) clause 21 (Confidentiality and Privacy);
- (g) clause 22 (privacy provisions in the NDIS Act);
- (h) clause 23 (Protection of Personal Information);
- (i) clause 26 (Security);
- (j) clause 27 (Agency IT System);
- (k) clause 28 (Records and auditing);
- (l) clause 29 (Insurance);
- (m) clause 33 (Consequences of Termination);
- (n) clause 37 (Transition Out);

and any other provision which, by its nature, is intended, either expressly or implicitly, to survive the expiration or termination of the Contract.

41. **Entire agreement**

The Contract constitutes the entire agreement between the parties in connection with their subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

42. **Definitions and interpretation**

42.1 Definitions

In this Contract, except where the contrary intention is expressed, the following definitions are used:

AAT means the Administrative Appeals Tribunal established by the *Administrative Appeals Tribunal Act 1975* (Cth).

Accept has the meaning given in clause 12 of Attachment 3 (Statement of Work).

Access Request has the meaning given in section 18 of the NDIS Act.

Action Plan means a plan developed in response to a Partner's Quarterly Performance Rating, as referred to in Attachment 8.

Additional Resources has the meaning given in clause 10.1.

Additional Services means, subject to clause 4.2, Services which are aligned to but beyond the scope of the Services.

Additional Transition Funds means the amount referred to in clause 2 of Attachment 4. Additional Transition Funds are only payable if the Agency exercises the option under clause 37.

Administrator has the meaning given in clause 5.3 of Schedule 1 to the Statement of Work.

Affected Party has the meaning given in clause 30.

Affiliated RPoS means a Registered Provider of Supports or provider of funded supports to Participants who are self-managing their Plans or as a Plan Management Provider, and that is either:

(a) a Related Body Corporate of a Partner or a Subcontractor; or

(b) is in a position, or is related to an entity that is in a position, to exercise influence over the Partner or a Subcontractor

Agency Complaints and Feedback Policy means the Agency's policy for responding to and addressing complaints and feedback available on the Agency's website.

Agency Data means all data and information relating to the Agency, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment, including the Agency IT System, by or on behalf of the Agency.

Agency Delegate or Delegate means Agency Personnel to whom powers under the NDIS Act are delegated in accordance with the NDIS Act.

Agency Executive Representative means the person identified in the Contract Details.

Agency IT System means the information technology system to which the Agency will provide the Partner access for the purpose of the Partner performing the Services.

Agency Material means any Material provided to the Partner by the Agency and any Material copied or derived from it, including the Material (if any) specified in the Contract Details.

Agency National Access Team means the Agency Personnel who manage Access Requests.

Agency Operational Guidelines means the guidelines developed by the Agency based on the NDIS Act and relevant Rules and available on the Agency's website at [NDIS Operational Guidelines](#), as updated from time to time.

Agency Representative means the person identified in the Contract Details.

Approved Conflict of Interest means a Conflict of Interest to the extent it is addressed in an Agency-approved Conflict of Interest Mitigation Plan.

Area Liaison has the meaning given in clause 5.3 of Schedule 1 to the Statement of Work.

Auditor-General means the Auditor-General established under the *Auditor-General Act 1997* (Cth).

Australian Privacy Principle has the meaning in the Privacy Act.

Australian Signals Directorate's Australian Cyber Security Centre means the Australian Government's technical authority on cyber security, or its successor.

Balanced Scorecard means the quarterly process for calculating and assessing the Partners' Quarterly Performance Rating against the Focus Measures, as set out in Attachment 8 of this Contract.

Balanced Scorecard Report means reports about the Partner's performance provided by the Agency to the Partner in accordance with Attachment 8 of the Contract.

Background Material means any Material, other than Contract Material, made available by a party for the purposes of this Contract on or following the Contract Commencement Date and includes:

- (a) Pre-existing Material;
- (b) Third Party Material; and
- (c) Material notified to the Agency under clause 16.2.

Bilateral Agreement means the agreement between the Commonwealth and Victoria that outlines the roles and responsibilities of each government in relation to governance, policy, market development and oversight and funding arrangements for the NDIS and which is available at the NDIS website.

Business Continuity Plan means the plan to be submitted by the Partner in accordance with clause 12 of Schedule 1 to the Statement of Work.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Victoria.

Business Hours means the hours between 9.00am to 5.00pm on any day other than a Saturday, Sunday, public or bank holiday in the place where the relevant act is to be done.

Carer has the meaning given in section 9 of the NDIS Act.

Certificate of Assurance means the certificate to be provided by the Partner to the Agency in accordance with Attachment 8 and the SOW.

Charges means the charges payable to the Partner in accordance with Attachment 4.

Claim includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgments either at law (including negligence) or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

Client means an individual or organisation to whom the Partner provides the Services, including Participants.

Client Data means all relevant data and information relating to a Client, in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment, including the Agency IT System, by or on behalf of the Agency or the Partner and includes any data and information created as a result of the Services (excluding any Contract Material in which intellectual property is owned by the Partner or which the Partner is licensed to continue to use after the end of the Contract Period).

Note: Client Data that the Partner has access to or collects in, or in relation to, the performance of the Contract may contain Protected Agency Information as defined in the NDIS Act.

COAG means Council of Australian Governments.

Commonwealth Record has the meaning in the *Archives Act 1983* (Cth), which is:

Commonwealth record means:

- (a) a record that is the property of the Commonwealth or of a Commonwealth institution; or
- (b) a record that is to be deemed to be a Commonwealth record by virtue of a regulation under subsection (6) or by virtue of section 22;

but does not include a record that is exempt material.

For the purposes of this Contract, Commonwealth Records include all information recorded by the Partner in the Agency IT System and all Client Records.

Community Capacity Building Plan means the plan to be submitted by the Partner in accordance with clause 10 of Schedule 1 to the Statement of Work.

Complaints Management and Resolution Rules means the *National Disability Insurance Scheme (Complaints Management and Resolution) Rules 2018* (Cth).

Completion Report means the report to be submitted by the Partner in accordance with clause 6 of Schedule 3 to Attachment 3 (Statement of Work).

Confidential Information means all information which is accessed by, or disclosed by or on behalf of, a party to the other party in connection with the Contract and which:

- (a) is identified as confidential;
- (b) of implied necessity, is confidential; or
- (c) the other party knows, or, within reason, ought to know, is confidential, and includes:
 - (d) personal information as defined in section 6 of the *Privacy Act 1988* (Cth);
 - (e) Protected Agency Information;
 - (f) information regarding the business operations or affairs of the Agency;
 - (g) information of, or about, the Personnel of the Agency; and

(h) the terms of this Contract,

but does not include information which was already in the possession or knowledge of the other party without restriction, or was already in the public domain, before its disclosure or observation under this Contract.

Conflict of Interest includes:

- (a) any perceived or actual conflict between:
 - (i) the duties of the Partner or any of its Personnel under this Contract; and
 - (ii) any
 - (A) duties of the Partner or any of its Personnel to any third party; or
 - (B) any personal, business, financial or other interest that the Partner or any of its Personnel may have in relation to any of the Services (or any part of the Services); and
- (b) any situation in which the Partner or a Subcontractor is, or may become, an RPoS Related Party,

but excludes an Approved Conflict of Interest.

Conflict of Interest Mitigation Plan means the plan that is required to be prepared by the Partner under clause 24 or 25 for the Agency to approve, at its absolute discretion, and which sets out how a Conflict of Interest will be managed and mitigated.

Contract means this contract between the Agency and the Partner, as varied from time to time in accordance with clause 39.1, and includes its schedules and any attachments.

Contract Assurance Activities means the general activities undertaken by the Agency to review and report on the Partner's compliance with contractual obligations, as described in Attachment 8.

Contract Commencement Date means the date set out in the Contract Details.

Contract Details means the details set out in the Attachment 1.

Contract Material means any Material:

- (a) created by the Partner on or following the Contract Commencement Date, for the purpose of or as a result of performing the Partner's obligations under the Contract;
- (b) provided or required to be provided to the Agency as part of the Services; or
- (c) copied or derived at any time from the Material referred to in paragraphs (a) or (b).

Contract Period means:

- (a) the Initial Term; and
- (b) any Further Term (if the Agency gives notice under clause 2.2).

Deed of Variation 1 means the deed of variation relating to this Contract executed on 7 March 2017.

Deed of Variation 2 means the deed of variation relating to this Contract executed in 2019.

Deed of Variation 3 means the deed of variation relating to this Contract with an Amendment Date of 1 July 2020.

Deed of Variation 4 means the deed of variation relating to this Contract with an Amendment Date of 1 January 2021.

Deed of Variation 5 means the deed of variation relating to this Contract with an Amendment Date of 1 January 2022.

Deed of Variation 6 means the deed of variation relating to this Contract with amendments coming into effect on execution, on notification by the Agency to the Partner of its new 'Participants, Platforms and Processes' initiative and 1 July 2023.

Deed of Variation 7 means the deed of variation relating to this Contract extending the Contract to 30 June 2025.

Deliverable means any Contract Material or other Material to be provided by the Partner under the Contract.

Dispute means a dispute or difference between the parties arising under or in connection with this Contract, whether arising in tort, contract or otherwise.

Draft Transition Out Plan means the plan to be submitted by the Partner in accordance with clause 3.1 of Schedule 4 to Attachment 3 (Statement of Work).

47(1)(b) - Commercially valuable information

47(1)(b) - Commercially valuable information

47(1)(b) - Commercially valuable information

Establishment Plan means the plan that must be submitted by the Partner in accordance with clause 2 of Schedule 1 to the Statement of Work.

Establishment Services means the Services set out in clause 5 and Schedule 1 to the Statement of Work.

Expansion Training means the training equivalent to the Initial Training to be delivered to Partner personnel by the Workplace Trainer (or purchased through a source approved by the Agency) to all new Partner personnel engaged after the Services Commencement Date in each Service Area.

Expenses means the expenses listed in Attachment 4 (Charges) (if any).

Final Transition Out Plan means the plan to be submitted by the Partner in accordance with clause 3.2 Schedule 4 to Attachment 3 (Statement of Work).

Foundational Supports means additional supports for people with disability, their families and carers, separate to Mainstream Services and the NDIS. Foundational Supports are proposed to be established in response to the NDIS Review, will be provided by the Department of Social Services and are expected to become progressively available to people with disability, their families and carers.

Further Term means the period described as such in the Contract Details.

General Contract Assurance Activities means the general activities undertaken by the Agency to review and report on the Partner's compliance with contractual obligations, as described in Attachment 8.

Harmful Code means any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of the Agency IT System.

ILC means information, linkages and capacity building.

Initial Term means the period described in the Contract Details.

Initial Training means the training to be delivered by the Agency to all Partner personnel engaged before the Services Commencement Date for each Service Area.

Insolvency Event means any of the following events:

- (a) the Partner becomes insolvent;
- (b) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Partner or the Partner enters into a scheme of arrangement with its creditors or is wound up;
- (c) the Partner assigns any of its property for the benefit of creditors or any class of them;
- (d) an encumbrance takes any step towards taking possession or takes possession of any assets of the Partner or exercises any power of sale;
- (e) the Partner has a judgment or order given against it in an amount exceeding \$1,000 (or the equivalent in another currency) and that judgment or order is not satisfied or quashed or stayed within 20 Business Days after being given; or
- (f) any other event or circumstance that, in the reasonable opinion of the Agency, may have an adverse effect on the commercial or financial viability of the Partner to perform its obligations under the Contract.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or relating to any patents, patent applications, trademarks, service marks, trade names, business and domain names, registered designs, unregistered design rights, copyright, know how, trade secrets, inventions and rights in Confidential Information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same. Intellectual Property Rights does not include Moral Rights.

Internal Review means a review of a decision made by the Agency under the NDIS Act that is undertaken by the Agency.

IT Hardware means the encrypted portable devices supplied to the Partner by the Agency.

LAC means Local Area Coordination.

LAC Functions means the functions described in Schedule 2 to the Statement of Work (LAC Services) in Attachment 3 (Statement of Work).

LAC Handbook means the document that will be provided to the Partner by the Agency to guide an individual Local Area Coordinator's practice in their relationship with the community and Clients.

LAC Services means the Local Area Coordination services provided, or to be provided, under the Contract (including the provision of the Deliverables) as described in the SOW.

Laws includes:

- (a) any law in force applying to the provision of the Services or this Contract;
- (b) the common law and equity;
- (c) any statute, act of Parliament, proclamation, order in the Agency, regulation, rule, by-law, ordinance, subordinate legislation or other regulatory measures; and
- (d) any certificate, licence, permit, authorisation, accreditation, code of practice, code of conduct or other requirement which is issued under an instrument referred to in paragraph (c).

Local Area Coordinator has the meaning given in clause 5.3 of Schedule 1 to the Statement of Work.

Loss means any loss, damage, cost or expense (including reasonable legal costs and expenses on a solicitor and own client basis) or liability, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Mainstream Services means services that are provided or available to the population in general and not just to people with disability.

Management Services means the Services set out in clause 7 and Schedule 3 of Attachment 3 (Statement of Work).

Material includes documents, papers, models, drawings, materials transcripts, computer software and programs, information and data stored by any means, and consumables, but does not include rights in relation to Intellectual Property.

Milestone Date means any fixed date to be met by the Partner in performing any of its obligations under the Contract, as specified in the Contract Details.

Moral Rights means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, and rights of a similar nature conferred by statute that exist, or may come to exist, anywhere in the world.

National Complaints Team means the Agency Personnel responsible for the receipt of complaints that are not or cannot be resolved through the Partner's locally based resolution practices.

National Guidelines for Best Practice in Early Childhood Intervention means the National Guidelines for Best Practice in Early Childhood Intervention published by Reimagine Australia (previously known as Early Childhood Early Intervention Australia).

National Standards for Disability Services or NSDS means the instrument set out in the *Disability Services Act (National Standards for Disability Services) Determination 2014* (Cth).

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

NDIS Review means the independent review of the NDIS announced in October 2022 and referred to in clause (E) of the Background section of this Contract.

Ombudsman means the Commonwealth Ombudsman appointed under the *Ombudsman Act 1976* (Cth).

Operational Readiness Checklist means the checklist at Attachment A to Schedule 1 to the Statement of Work.

Other Commonwealth Agencies means any Commonwealth entity or Commonwealth company subject to the *Public Governance, Performance and Accountability Act 2013* (Cth), other than the Agency.

Participant has the meaning given in section 9 of the NDIS Act, or where the context requires, a person who may be eligible to make an Access Request under the NDIS Act.

Participant Service Charter means the charter which provides overall principles, service standards and timeframes for interactions with Participants and which is available at the NDIS website, as amended from time to time.

Partner Executive Representative means the person identified in the Contract Details.

Partner Quality Reviews means the monthly reviews conducted by the Partner to assess the Partner's performance against Focus Measure 7 in accordance with Attachment 8 of this Contract.

Partner Representative means the person identified in the Contract Details.

Performance Management Framework means the framework for assessing Partner performance set out in Attachment 8 of this Contract.

Personal Information has the meaning given in section 6 of the Privacy Act.

Personnel means in relation to a party, any natural person who is an employee, officer, agent, or professional adviser of that party, and in the case of the Partner, of any Subcontractor.

Phasing means the planned intake of Participants entering the Scheme as provided for in Schedule 6 (Service Area and Timeframes) to Attachment 3 (Statement of Work).

Plan means a Participant's Plan for the purpose of the NDIS Act and Rules.

Plan Management Provider has the meaning given to the expression "registered plan management provider" in the NDIS Act.

Planning Conversation Tool means the tool provided to the Partner by the Agency for the purpose of undertaking planning conversations with Participants when providing LAC Services.

Pre-existing Material means Material owned by a party before the Contract Commencement Date, including the Material specified in the Contract Details, or any Material developed independently of this Contract.

Pre-Phasing Activities means those parts of the Scheme Pathway Services that must be delivered by the Partner before the phasing of Participants into the Scheme.

Pre-Phasing Activities Plan means the Plan to be submitted by the Partner in accordance with clause 5 of Schedule 1 to the Statement of Work.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Commissioner means the Australian Privacy Commissioner established under the *Australian Information Commissioner Act 2010* (Cth).

Proposal means a proposal provided (or to be provided) by the Partner to the Agency pursuant to clause (b).

Protected Agency Information has the meaning given in section 9 of the NDIS Act.

Protective Security Policy Framework means the Australian Government Protective Security Policy Framework, as amended or replaced from time to time.

Provider means a “registered provider of supports” or “registered NDIS provider” as defined in section 9 of the NDIS Act.

Quarterly Meeting means the meeting at which the Partner and the Agency discuss the Partner’s Quarterly Strategic Report and the Partner’s Quarterly Performance Rating.

Quarterly Performance Rating means the performance rating assigned to a Partner for a given quarter following Agency’s assessment of the Partner’s performance level for that quarter in accordance with the Balanced Scorecard.

Quarterly Strategic Report means the report the Partner is required to submit to the Agency and discuss at a Quarterly Meeting in accordance with the SOW.

Reasonable and Necessary refers to the reasonable and necessary supports to be set out in a Participant's Plan that will be funded under the Scheme in accordance with the NDIS Act and Rules.

Registered Provider of Supports or RPoS means a "registered provider of supports" or "registered NDIS provider" as defined in section 9 of the NDIS Act.

Related Body Corporate has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

Relevant Disability Laws means all laws, regulations, rules, charters and standards related to the involvement or engagement of persons with disabilities in an employment context including the following:

- (a) National Disability Agreement;
- (b) *National Disability Insurance Scheme Act 2013* (Cth);
- (c) *Disability Discrimination Act 1992* (Cth) and related legislation;
- (d) *Disability Services Act 1986* (Cth) and related legislation;
- (e) Equal Employment Opportunity legislation including the *Workplace Gender Equality Act 2012* (Cth);
- (f) *Workplace Health and Safety Act 2011* (Cth);
- (g) *Fair Work Act 2009* (Cth);
- (h) Other applicable State legislation including the *Charter of Human Rights and Responsibilities Act 2006* (Vic); and
- (i) *Public Service Act 1999* (Cth) and related legislation.

Records Management Instructions means the instructions provided to the Partner from time to time detailing the Agency's requirements for the capture, storage and management of records pertaining to the Services.

Risk Based Performance Management System means the quarterly process for calculating and assessing Partners' Overall Quarterly Risk Rating and the implementation of responses based on that rating, as set out in Attachment 8.

RPoS Related Party means, in relation to the Partner or a Subcontractor, at any time during the term of this Contract or at any other time during which the Partner undertakes the Services or any part of them:

- (a) it is a Registered Provider of Supports, which includes any provider of funded supports to Participants who are self-managing their Plans or as a Plan Management Provider;
- (b) it is a Related Body Corporate of an entity referred to in paragraph (a) above;
- (c) it has another entity or person in a position to exercise influence over it where that entity or person is, or is related to, an entity referred to in paragraph (a) above, including without limitation where:
 - (i) one of its directors is also the director of an entity referred to in paragraph (a) above; or
 - (ii) one of its shareholders or members is, or is related to, an entity referred to in paragraph (a) above; or
 - (iii) one of its shareholders or members is also the shareholder or member of an entity referred to in paragraph (a) above.

Rules means the rules made under section 209 of the NDIS Act.

Scheme means the National Disability Insurance Scheme as defined in section 9 of the NDIS Act.

Scheme Objectives has the meaning given in clause 2.1(c) of Attachment 3 (Statement of Work).

Security Classified Information means information classified as confidential, protected, secret or with any higher classification in the Protective Security Policy Framework.

Security Requirements means the requirements specified in the Contract Details, including additional requirements advised by the Agency from time to time.

Service Area means the location(s) in which the Partner must deliver the Services as defined in Schedule 6 (Service Areas and Timeframes) to Attachment 3 (Statement of Work).

Service Delivery Operating Model or SDOM means the overarching design of how the Agency operates, at a service delivery level, to best deliver on the intent of the Scheme, including ensuring the Agency administers the Scheme in a fair, flexible and efficient manner, while operating within a 7% administrative budget.

Services means the services provided, or to be provided, under the Contract (including the provision of the Deliverables) as described in Attachment 3 (Statement of Work).

Services Commencement Date means the date for a Service Area set out in Schedule 6 (Service Areas and Timeframes) to Attachment 3 (Statement of Work) when the Partner must commence providing the Scheme Pathway Services and Management Services.

Specified Acts means:

- (a) falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));
- (b) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- (c) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- (d) adding any additional content or information to the Contract Material.

Specified Personnel means:

- (a) the Partner's Subcontractors and Personnel specified in the Contract Details; and

- (b) any of the Partner's Subcontractors and Personnel who perform the role of Local Area Coordinator/EC Coordinator as notified to the Agency from time to time.

Standard Operating Procedures means the procedures developed by the Partner in accordance with clause 3 of Schedule 1 to the Statement of Work.

Statement of Work means Attachment 3 to this Contract.

Subcontractor means any contractor, person or organisation who is engaged by the Partner to perform all or part of the Services (and any of that contractor's, person's or organisation's employees, agents and Subcontractors). 'Subcontracts' has a corresponding meaning.

Team Leader has the meaning given in clause 5(c) of Schedule 1 to the Statement of Work.

Third Party Material means Material owned by a third party that is:

- (a) included, embodied in or attached to the Contract Material; or
- (b) used as part of the performance of the Services.

Training Materials means the materials provided by the Agency to the Partner for the purpose of training Partner Personnel.

Training Plan means the Plan to be submitted by the Partner in accordance with clause 7 of Schedule 1 to the Statement of Work.

Transition Out Period means the period of time defined in Schedule 4 to Attachment 3 (Statement of Work) during which the Partner must deliver the Transition Services.

Transition Services means the Services described at clause 8 and Schedule 4 of Attachment 3 (Statement of Work) and any other services specific to the transition out period as set out in the Accepted Transition Out Plan including services to ensure the continuity of Services during the transition of services to the Agency or its nominee.

UNCPRD means the United Nations Convention on the Rights of Persons with Disabilities.

Unforeseen Event means acts of God, natural disasters, acts of war, riots and strikes outside the Affected Party's organisation (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Partner only).

Valid Invoice means an invoice that complies with the requirements in clause 18.3 and is issued when permitted under this Contract.

WCAG means the Web Content Accessibility Guidelines (WCAG) version 2.0 or any successor version.

WHS Law means the *Work Health and Safety Act 2011* (Cth), any applicable state or territory work health and safety legislation and any legislative instruments registered under any of those Acts.

Work Effort means the sum of the volumes for Services in a given period.

Work Health and Safety Plan means the plan to be submitted by the Partner in accordance with clause 4 of Schedule 1 to the Statement of Work.

Work Order means a request for a Proposal issued by the Agency in relation to the provision of any Additional Services, in the form set out at Attachment 7.

Work Request means an order issued by the Agency for the provision of any Additional Services in the form set out at Attachment 6.

Workplace Trainer has the meaning given in clause 5(c) of Schedule 1 to the Statement of Work.

42.2 Interpretation

In this Contract, except where the contrary intention is expressed:

- (a) a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- (b) a reference to a gender includes all other genders;
- (c) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

- (d) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (e) a reference to time is to Canberra, Australia time;
- (f) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (g) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re enactments or replacements of any of them;
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or the Contract Details or any part of it;
- (i) a reference to a clause, schedule, appendix or annexure is a reference to a clause, schedule, appendix or annexure in or to this Contract all of which are deemed part of this Contract;
- (j) a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- (k) headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Contract;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (m) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- (n) where the expression including or includes is used it means 'including but not limited to' or 'including without limitation'.

42.3 Joint and several

If a party consists of more than one person, this Contract binds them jointly and each of them severally.

Executed as an agreement

SIGNED for and on behalf of the

National Disability Insurance Agency

by:

.....
Name of authorised officer

.....
Name of witness

.....
Title of authorised officer

.....
Signature of witness

.....
Signature of authorised officer

Date:

Executed by Latrobe Community

Health Service Ltd ACN 136 502 022

in accordance with section 127(1) of the
Corporations Act 2001 (Cth) by being
signed by authorised persons for the
company:

.....
Name of company director/secretary

.....
Name of company director/secretary

.....
Signature of company director/secretary

.....
Signature of company director/secretary

Date:

ATTACHMENT 1

Contract Details

Item	Description	Clause	Details
1	Contract Commencement Date	42.1 and 2.1	The date the last party to the Contract signed the Contract
2	Initial Term	42.1 and 2.1	From the Contract Commencement Date until 30 June 2022. This Contract is extended for a further period of 1 year ending 30 June 2023. This Contract is extended for a further period of 2 years ending 30 June 2025. This Contract is extended for a further period of 2 years ending 30 June 2027
3	Further Term(s)	42.1 and 2.2	Not applicable
4	Subcontractors	14	Not applicable
5	AIP Plan	Not applicable	Not applicable

Item	Description	Clause	Details
6	Specified Personnel	42.1 and 12	Mr Vince Massaro – Executive Director NDIS & Assessment Services Leeanne Thomson - Partner Representative Debra Inverarity - Partner Representative Andrew Tilley - Area Manager LAC Central Highlands Karen Boehm - Area Manager EC Central Highlands Robbie b47F - personal privacy Senior Workplace Trainer LAC Cairi b47F - personal privacy Workplace Trainer LAC Central Highlands Lauren b47F - personal privacy Workplace Trainer EC (all regions) Caitlin b47F - personal privacy Workplace Trainer EC (all regions) Vanessa b47F - personal privacy - Workplace Trainer EC (all regions) Arindam Chaudhuri - IT Contact Vince Massaro - Co-design contact Vince Massaro - Quality and Safeguards contact Vince Massaro - NDIS Sustainability contact Dominic McInerney - Media and Communications Contact Vince Massaro - Communities of practice and continuous improvement contact

Item	Description	Clause	Details
7	Agency Material	42.1 and 15	As referred to in Attachment 3, including: - Agency IT guides; - Training Materials; and - the LAC Handbook.
8	Pre-existing Material	42.1 and 16	The Agency's Pre-existing Material: Agency IT System Agency Operational Guidelines Agency Tools and Guides for the Planning process Plans Training Materials provided by the Agency Agency's work practices and task cards Partner's Pre-existing Material: Not applicable
9	Confidential Information	21	Agency Confidential Information: Agency Data Client Data Partner Confidential Information: Not applicable
10	Security	26	No additional requirements.

Item	Description	Clause	Details
11	Insurance	29	Workers' compensation insurance as required by Law. Public liability insurance for an amount not less than \$20 million per claim and unlimited in aggregate. Professional indemnity insurance for an amount not less than \$10 million per claim and in the aggregate. Compulsory third party motor vehicle insurance for all registrable vehicles used in the performance of the Services. Insurance to protect against the risks of any action taken through the use of computer networks that results in an actual or potentially adverse effect on the Agency IT System, Agency Data or Client Data residing on the Agency IT System (Cyber Incident).

Item	Description	Clause	Details
12	Representatives	8.1	Agency Representative: Name: Kate Storey Position: Branch Manager, Partner Contracts Phone: s47F - personal privacy Email: kate.storey2@ndis.gov.au Postal Address: National Disability Insurance Agency, GPO Box 700, Canberra ACT 2601 Agency Executive Representative: Name: Miriam Slattery Position: General Manager, Partners Division Phone: s47F - personal privacy Email: miriam.slattery@ndis.gov.au Postal Address: National Disability Insurance Agency, GPO Box 700, Canberra ACT 2601 Partner Representative: Mr Vince Massaro Executive Director: NDIS & Assessment Services s47F - personal privacy Partner Executive Representative: Mr Vince Massaro Executive Director: NDIS & Assessment Services s47F - personal privacy

Item	Description	Clause	Details
13	Address for Notices	34	The Agency: Name: Kate Storey Position: Branch Manager, Partner Contracts Postal address: GPO Box 700, Canberra, ACT 2601 Physical address: 13-19 Malop Street, Geelong VIC 3220 Email: kate.storey2@ndis.gov.au Partner: Mr Vince Massaro Executive Director: NDIS & Assessment Services Postal address: PO Box 960, Morwell, VIC 3840 Physical address: 81-87 Buckley Street, Morwell Victoria 3840 Fax: (03) 5136 5435 Email: s47F - personal privacy
14	Other Requirements	4.1	The Partner should be aware of the Charter of Public Service in a Culturally Diverse Society. The Partner must be sensitive to cultural diversity and, where the Services involve the provision of Services or services to the public, must have regard to the principles set out in that Charter.

ATTACHMENT 2

Not used

ATTACHMENT 3

Statement of Work

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PART ONE — OVERVIEW OF SERVICES

1. Introduction

1.1 Purpose and Scope

- (a) The Statement of Work (SOW) describes the Services to be provided and the standards and requirements to be met under the Contract.
- (b) The Partner must provide the Services using the Agency Operational Guidelines, the Agency IT System, and the Partner's Accepted Standard Operating Procedures so as to meet the timeframes for Participant engagement with the Scheme and phasing set out in Schedule 6 (Service Areas and Timeframes) to this SOW (which reflects arrangements negotiated through the Bilateral Agreement between the Victorian and Commonwealth governments).

2. The National Disability Insurance Scheme

2.1 Background

- (a) The National Disability Insurance Scheme (the Scheme) is currently being trialled in most States and Territories and will be implemented in all jurisdictions (except at this stage, Western Australia) between July 2016 and June 2019. This will allow the progressive implementation of the core objectives of the Scheme which is designed to ensure that people with disability have the same right as other members of Australian society to realise their potential as valued and contributing citizens.
- (b) The Scheme will work to support people with disability to participate in and contribute to social and economic life and provide certainty that people with disability will receive the care and support they need over their lifetime. The Scheme provides a number of strategies to assist people with disability to exercise choice, including in relation to taking reasonable risks, in the pursuit of their goals and the planning and delivery of their supports. These mechanisms include the Services.
- (c) The Agency delivers the Scheme in a way that recognises the three key pillars of the Scheme set out in the principles and objects of the *National*

Disability Insurance Scheme Act 2013 (the NDIS Act). These are referred to as Scheme Objectives and are:

(i) an insurance approach

This requires the Agency and Partners to deliver the Scheme in a financially sustainable way. This requires all interactions with Participants to be mindful of and guided by a goal of increasing the independence and growth of capability. It will mean that the Agency will require all Partners to retain a strong focus on outcomes and demonstrate the productivity of processes and the workforce deployed.

(ii) choice and control

This means that the Agency and its Partners will need to work to be an exemplar of disability systems, in particular working to enable people with disability to take charge of their own lives by upholding a person centred approach, maintaining flexibility to ensure individual needs and changes over time are respected. It will require the Agency to work with Partners to simplify processes and embed an active commitment to designing everything the Agency and its Partners do through collaboration and engagement with people with disability.

(iii) harnessing the power of community, mainstream and Foundational Supports

This will require effective partnership building and leveraging of existing relationships and active harnessing of voluntary and community action to enable people with disability to gain the very real benefits of community membership, including maintaining or gaining employment and making a positive contribution to their communities.

2.2 Role of Local Area Coordination Services (ages 9 and over)

- (a) One of the strategies the Scheme provides to assist and support people with disability to exercise choice is through the provision of LAC Services which is designed to:
 - (i) assist people with disability, their families and carers to build and pursue their goals for a good life, exercise choice and control and engage with the Scheme; and
 - (ii) ensure that people with disability can be supported outside the Scheme by working with communities and mainstream services to build awareness and to become more inclusive of the range of needs and aspirations of people with disability.
- (b) This dual role of LAC Services recognises the findings from the Productivity Commission's Report on Disability Care and Support (available at [Inquiry Report](#), as updated from time to time) that an important role of the Scheme would be to minimise the impacts of disability through:
 - (i) promoting opportunities for people with a disability; and
 - (ii) creating awareness by the general community of the issues that affect people with a disability, and the advantages of inclusion.
- (c) The Scheme recognises that the Agency must strengthen voluntary links between the community and people with disabilities to stimulate social capital with the goal of increasing, rather than replacing, existing formal and informal arrangements.
- (d) The LAC approach has emerged from a continuing search for better ways to include people with a disability in society and ensure valued, quality and contributing lives. LAC builds relationships and connects people with disability and/or their families and carers to society with practical ways for making things happen. A key design feature of LAC is the emphasis on building trusting relationships and getting to know people with disabilities in the context of their family, friends, culture and community and being based in and connected to the local community.

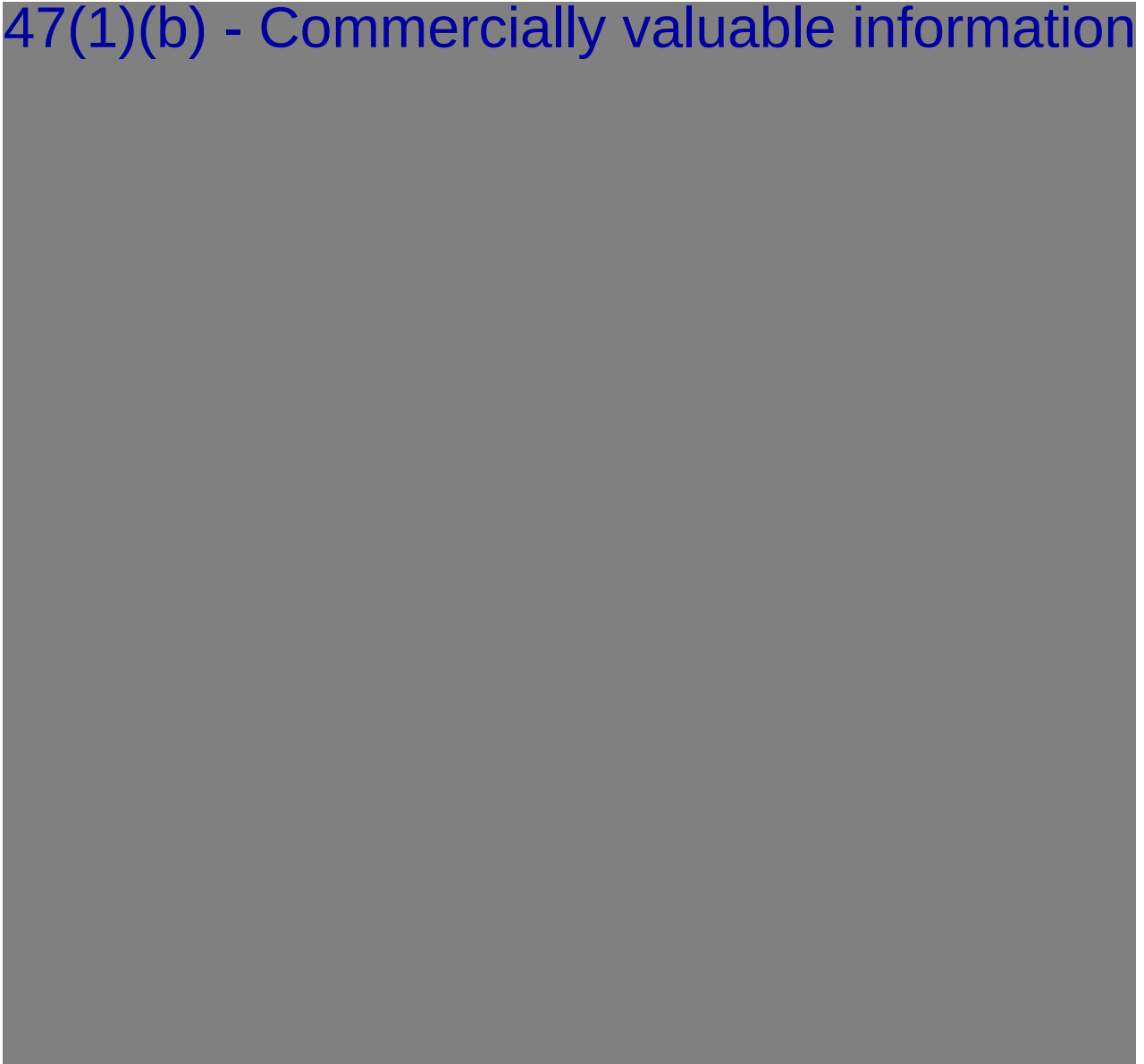
- (e) The principles underpinning the LAC approach emphasise concepts of the natural authority of people with disabilities and their families and carers and the importance of accurate and timely information from a wide range of sources to enable people to make appropriate decisions and to gain more control over their lives.
- (f) LAC Services play an important part in supporting people with disability to be ready for the transition to the new Scheme. Local Area Coordinators help explain the Scheme and ensure people with disability, their families and carers can be connected to existing community activities and mainstream services. Local Area Coordinators must assist people with less complex needs and circumstances to understand the Scheme and in particular, the opportunities that the Scheme can provide them to pursue their goals of economic and social contribution. Local Area Coordinators must also guide people in their options for putting their Plan into action and building capacity to self-manage the supports set out in their Plan.
- (g) Local Area Coordinators must:
 - (i) assist people with disability, their families and carers to build and pursue their goals for a good life, exercise choice and control and engage with the Scheme;
 - (ii) ensure that people with disability, their families and carers can be supported outside the Scheme by working with communities and mainstream services to build awareness and to become more inclusive of the range of needs and aspirations of people with disability;
 - (iii) support people with disability who are Participants of the Scheme to navigate and optimise their engagement with the Scheme; and
 - (iv) promote opportunities for people with disability.
- (h) A key design feature of the LAC Services is the emphasis on building trusting relationships and getting to know people with disabilities in the context of their family, friends, culture and community and being based in and connected to the local community. Wherever possible,

Participants should experience a consistent single trusted contact person throughout their NDIS journey.

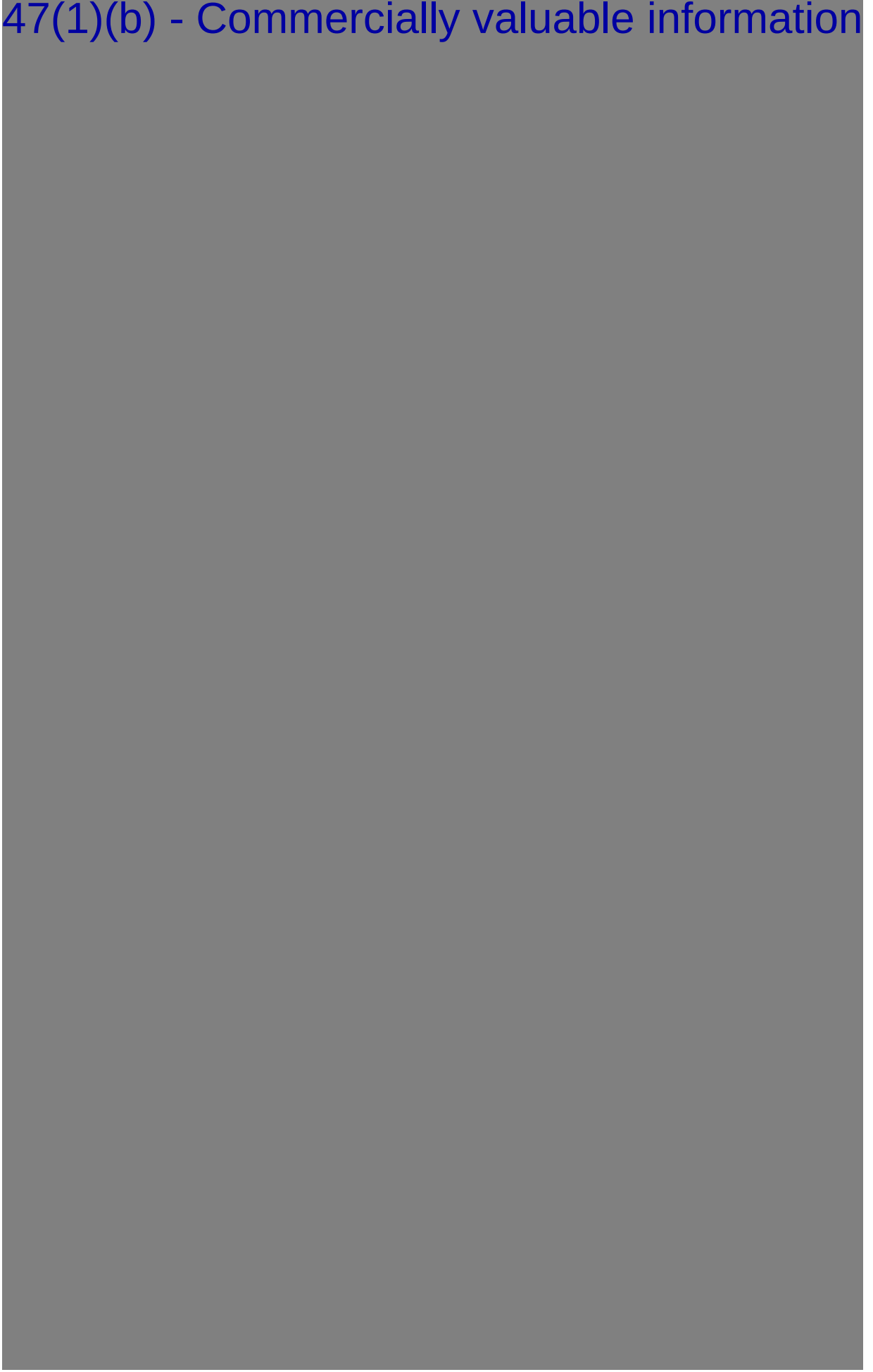
- (i) Wherever possible, the Partner is strongly encouraged to best match individual Local Area Coordinators to individual participant preferences and to ensure appropriate resolution processes are established to manage participant requests to change the individual Local Area Coordinator allocated to them.
- (j) The Local Area Coordination function will be implemented as one of the first elements of the Scheme capability in accordance with the phasing arrangements set out in Schedule 6 (Service Areas and Timeframes) to this SOW (which reflects arrangements negotiated through the Bilateral Agreement between the Victorian and Commonwealth governments).

2.3

47(1)(b) - Commercially valuable information

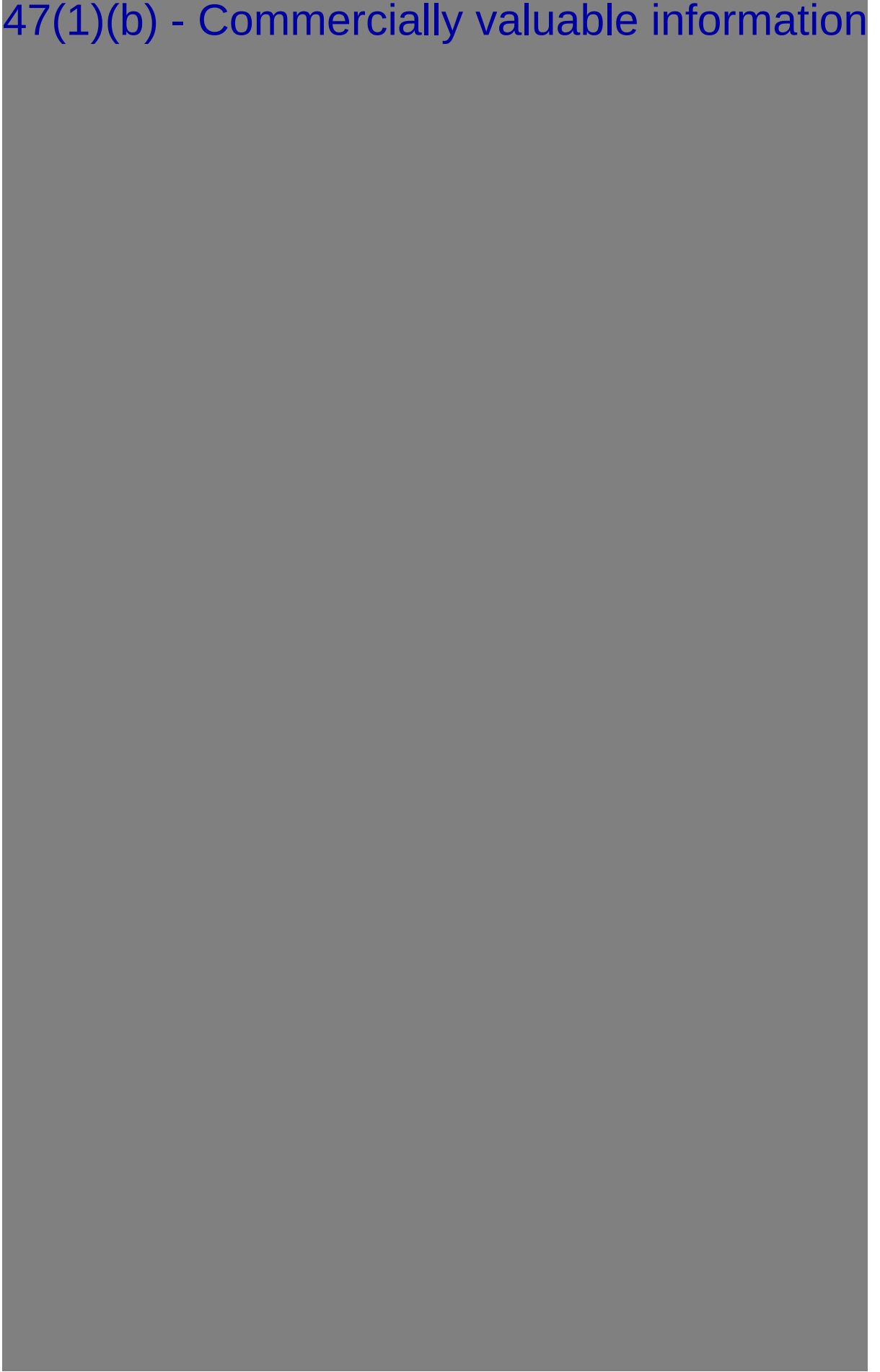


47(1)(b) - Commercially valuable information



This document was released under the Freedom of Information Act 1982 by the National Disability Insurance Agency.

47(1)(b) - Commercially valuable information



47(1)(b) - Commercially valuable information

3. **NDIS Service Delivery Context**

3.1 Overview

- (a) The Partners must ensure that the Services operate within the context of the Agency Service Delivery Operating Model (SDOM). The SDOM takes into account legislated activities to be undertaken and the steps required to ensure a Participant's interaction with the Scheme is smooth and seamless. The SDOM has been designed to implement the Bilateral Agreement and to maximise the opportunities to phase Participants into the Scheme while maintaining the underpinning insurance principles of the Scheme and managing the long term Scheme liability.

3.2 Stages of the Scheme

It is currently envisaged that the Scheme will have three major stages:

(a) Stage One - Transitional

The transitional stage covers the period from 1 July 2016 until agreed finalisation of intake as per the Victorian Bilateral Agreement. It will see the Agency and providers of the Services, including the Partner, prioritise the intake of current clients from State, Territory and Commonwealth programs and new Participants.

(b) Stage Two - Development

The development stage will operate concurrently with Transitional Stage but will extend until 2025. In this stage, the Agency and providers of the Services, including the Partner, will have the opportunity to build Scheme operations and work with the sector and community to diversify and develop services in the market place, including the build of skills in Participants to drive and articulate needs as informed consumers.

(c) Stage Three - Maturity

Post 2025, it is expected that there will be strong and confident market capabilities to support the Scheme Objectives, including responding to the choice and active voice of Participants, delivering innovation and integrated use of cost effective technology and engaging with a wide and diverse workforce.

3.3 Service Delivery Operating Model

- (a) Based on the experience of the Agency in managing the transition of people with disability into the Scheme at eight (8) trial sites in almost all States and Territories, the SDOM is designed to allow for Participants to be grouped to five (5) different streams that offer different levels of support to engage with the Scheme. A service stream response (otherwise referred to as streaming) is the predicted level of Agency effort required to support an individual participant during pre-planning, planning and Plan Implementation. An individual's service stream is an indicator which assists the NDIS to plan the expected work load for a participant and the level of expertise required. It is an internal recording process only and should not be disclosed to the participant or their representatives.
- (b) The five streams are:
 - (i) **Stream 1 Self Planning Participants:** are those who wish to self-plan using online self-service options for Planning. Able to clearly articulate goals and needs, identify supports and navigate participant pathway using online channels. Able to gather information from online channels.
 - (ii) **Stream 2 General Participants:** are those who will receive assistance in developing a Plan and implementing that Plan after it has been approved by the Agency. Participant/representative prefers to engage with minimal support. Able to clearly articulate goals and needs, identify supports and navigate participant pathway with minimal support. Likely to prefer/require support via online channel or over the phone. Able to gather information from online channels and group opportunities.

- (iii) **Stream 3 Supported Participants:** are those requiring higher level of support to engage effectively and confidently within the Scheme. Participant/Representative seeks/requires assistance to engage in the participant pathway, articulate goals, needs and supports. Require/prefer face to face assistance. With assistance can gather information from other channels and may engage in group activities. Streaming factors include:
- (A) Participant having very minimal/no known Informal or community supports
 - (B) Participant having a primary disability of mental health condition
 - (C) CALD/culturally isolated
 - (D) Assistance required during access e.g. face to face appointment
 - (E) Visa status
 - (F) Parent/Carer with disability
 - (G) More than one child/family member with a disability.
- (iv) **Stream 4a Intensive Participants:** are those who have more intensive and/or complex support requirements that will be delivered directly by the Agency in relation to their participation in the Scheme. With the exception of children younger than 9 who will be supported by the Partner, Stream 4a Participants will be supported by the Agency in relation to their participation in the Scheme. Considerations for this level of Service Stream support include:
- (A) Current involvement with Justice System
 - (B) Current involvement with Child Protection.
 - (C) Participant has recently been funded for 1:1 24 hour (or greater) care due to behaviours of concern.

- (D) Participant is currently in shared supported accommodation or large residential centre.
 - (E) Participant has primary disability of spinal cord injury which is recently acquired (<9 months).
 - (F) Participant has primary disability of severe brain injury which is recently acquired (<9 months).
 - (G) Multiple meetings/multiple stakeholders to engage and be sustained in participant pathway. May include stakeholders with conflicting inputs.
 - (H) Receiving supports for essential living costs the NDIS would not fund. E.g. rent, food, utilities.
 - (I) History of abuse/neglect
 - (J) Participant has severe ID and has no informal supports to assist with decision making.
 - (K) Participant has severe ABI and has no informal supports to assist with decision making.
- (v) **Stream 4b Super Intensive Participants:** are those who have two or more intensive streaming factors. With the exception of children younger than 9 who will be supported by the Partner, Stream 4b Participants will be supported by the Agency in relation to their participation in the Scheme.
- (vi) **Stream 5 EC Participants:** are Children younger than 9 who are identified as exhibiting some degree of developmental delay or disability and who are likely to benefit from early intervention supports and who may or may not need to become a participant in the Scheme.
- (c) The Partner must provide support to Stream 2, 3 and 5 Participants, with the goal of increasing the confidence and capability of those Participants and/or their families and Carers to increasingly build their capacity, whereby their service stream may change including moving towards engaging in self-planning over time. In certain circumstances a

Participant may have a change whereby the Partner must assist the Participant to complete their Planning and work with the Agency to be re-streamed to the most appropriate stream for their needs in relation to their participation in the Scheme.

- (d) For clarity, the Partner will not provide LAC Services to Participants in:
 - (i) Intensive - Service Stream 4a (note that the Partner will support people with disability via General Information Provision, Community Connections and Scheme Access Support prior to streaming, who may go on to be streamed as Intensive); or
 - (ii) Super-Intensive - Service Stream 4b (note that the Partner will support people with disability via General Information Provision, Community Connections and Scheme Access Support prior to streaming, who may go on to be streamed as Super Intensive).
- (e) The Agency IT System allows the Partner to submit a recommendation to the agency for re-streaming where:
 - (i) the Participant meets the streaming factors and descriptors of a different stream; or
 - (ii) the Partner is concerned that the Participant would be exposed to a level of unacceptable risk should they not have access to more intensive support, to enable them to implement their plan.

3.4 Agency Tools

The Partner must use, or understand the role of, the following tools provided by the Agency in performance the Services:

(a) Reference packages

A Scheme Actuary oversees the collation and analysis of data from the Scheme to model and forecast typical needs, costs and long term liability. This data is drawn from the Agency IT System and the Partner must maintain data integrity pertaining to each Participant to ensure the accuracy of this data. Over time, the Partner's performance in relation to Participants' typical needs, costs, outcomes and projected liabilities will be compared to whole-of-Scheme performance.

(b) Outcomes framework

The Scheme Actuary has developed a tool to capture outcome data from Participants. This is collected from each Participant for an initial benchmark level at the point of access and then from a sample of Participants at the point of Plan Reassessment.

(c) Agency Operational Guidelines

(i) The Agency Operational Guidelines set out the Agency's operational policy to assist the Agency and Partners to perform or exercise the functions required under the Scheme and the Agency powers in making decisions or recommendations affecting members of the public (or any particular person, entity or class or persons or entities). The Agency Operational Guidelines have been developed based on the NDIS Act and relevant Rules made under the NDIS Act.

(ii) The Agency Operational Guidelines are periodically revised and updated to ensure they are accurate, up to date and complete. They may be updated as a result of the work and analysis of the Partner to drive efficiency and improved outcomes for Participants, and they may be updated for reasons unrelated to the work of the Partner. The Partner must ensure its Standard Operating Procedures align to the Agency Operational Guidelines and when the Agency Operational Guidelines are updated the Partner's Standard Operating Procedures must be updated by the Partner.

(iii) The Partner must ensure its Standard Operating Procedures align to the Agency Operational Guidelines and when the Agency Operational Guidelines are updated the Partner's Standard Operating Procedures must be updated by the Partner.

(d) In addition to the Partner's obligations in this clause 3.4, the Partner must comply with using the tools provided by the Agency to gather required information as specified in Schedule 7 EC Partner Services to this SOW.

3.5 Not used.

3.6 Not used.

PART TWO — SERVICES

4. Requirements for the Services

4.1 Overview and objectives

- (a) The Partner must deliver Services for Participants allocated to Stream 2 and 3 for LAC and Stream 5 for EC (as defined at clause 3.3 above) by the Agency National Access Team at a level that is responsive to the specific needs of each Participant.
- (b) The Partner must deliver capacity building services and information, linkage and support services to people with disability who are not eligible for the Scheme, their families and carers.
- (c) The Partner must adopt a capability building approach as a fundamental tenet of the LAC Services to guide individuals through their interactions with the Scheme and to build their confidence for increased independence, choice and control.
- (d) The Partner must commence some elements of the Services a period of months in advance of the person phasing into the Scheme to provide additional time to build community awareness and readiness, identify options to connect a Participant with natural supports in the community and to assist them to prepare a draft plan for funded supports. This means that some aspects of the Services will need to be provided before the Services Commencement Date. These activities are known as Pre-Phasing Activities. The Partner must deliver the Pre-Phasing Activities set out in its Accepted Pre-Phasing Activities Plan.

4.2 Supporting system and tools

- (a) The Partner must deliver the Services in accordance with the NDIS Act and Rules, in a manner consistent with the Scheme Objectives, using the following systems and tools provided by the Agency:
 - (i) the Agency Operational Guidelines as amended from time to time;
 - (ii) the Agency IT System;
 - (iii) the Training Materials provided by the Agency from time to time;

- (iv) any other systems or tools provided to the Partner by the Agency from time to time; and
- (v) the Agency's work practices and task cards.

4.3 Involvement of people with disability in governance

- (a) The Partner must demonstrate alignment to the values of LAC, EC and the Scheme, including through governance structures that involve people with disability (and as appropriate, their families and carers) in the decision making structures and roles within the organisation. The Partner must have in place one or more of the following processes:
 - (i) processes that will allow the Partner to learn about problems with its service directly from the people with disability, their families and carers that it serves, and to build solutions to these;
 - (ii) processes that are flexible and agile to design policies and program solutions in response to input and ideas from people with disability; and
 - (iii) processes that ensure Partner Personnel are able to rapidly and economically identify opportunities for improvement and be informed of changes.
- (b) The Partner must establish feedback mechanisms to allow Participants, their families and carers and other persons to make a complaint or provide feedback. The Partner must provide the Agency with details of the feedback mechanisms within 30 days of the Commencement Date.

4.4 Culturally Relevant Workforce

- (a) The Partner must implement strategies that build a workforce that is skilled and knowledgeable in supporting the community and the cohort of Participants they will be providing the Services to.

4.5 LAC Services and EC Partner Services

- (a) The Partner must deliver the following categories of Services:
 - (i) Establishment Services;
 - (ii) Management Services;

- (iii) Transition Services; and
 - (iv) any other tasks set out in the Contract.
- (b) Each of the categories of the Services is summarised below. The Partner must provide the Services in accordance with the requirements at Schedules 1 to 7 to this SOW.

5. **Establishment Services**

- 5.1 Establishment Services cover activities to ensure the organisational readiness, capability and capacity to deliver the Services from the Services Commencement Date of each Service Area.
- 5.2 The Partner must deliver the Establishment Services described in the table below:
- (a) in accordance with the requirements in Schedule 1 (Establishment Services) to this SOW and the timeframes in clause 10; and
 - (b) in the Service Areas set out in Schedule 6 (Service Areas and Timeframes) to this SOW.

Establishment Services	Description
Establish the capability required to support the delivery of the Services from the Services Commencement Date for each Service Area	The Partner must deploy new, or modify existing, organisational systems, processes, facilities and infrastructure to deliver the Services and through various strategies bring to bear resources and capabilities that signal a commitment to a co-investment approach.
The engagement and mobilisation of an appropriately skilled workforce to undertake Services from the Services Commencement Date.	The Partner must engage and mobilise staff with the experience and qualifications required to ensure it has sufficient Local Area Coordinators/EC Coordinators and is otherwise able to commence delivery of the Services by the Services Commencement Date and to maintain adequate workforce capabilities as Participant numbers increase over time in accordance with the phasing requirements of the Bilateral Agreement as described in Schedule 6 (Service Areas and Timeframes) to this SOW. This will include staff to perform Local Area Coordinator/EC Coordinator roles, Administrative Staff, Team Leaders, Workplace Trainers and an Area Liaison for each Service Area. The approach to this requirement is to be captured in the Workforce Plan below.
Ensure Partner Personnel delivering Services participate in and complete successfully the competency-based training activities provided by the Agency and the Partner	The Partner must ensure that all Personnel engaged complete the training required by the Agency (if any) for the relevant Personnel's role and attain the competency required by the Agency before the Partner commences providing any Services in the Service Area in which the Personnel will work.

Establishment Services	Description
Standard Operating Procedures	Prepare and deliver to the Agency the Partner's Standard Operating Procedures to ensure the efficient interaction with and performance of the Services.
Establishment Plan	Prepare and deliver to the Agency for Acceptance an Establishment Plan which describes how the Partner will perform the activities in the above rows of the table by the Services Commencement Date. If the Partner is engaged in respect of more than one Area, it can provide a single Establishment Plan that covers those Areas provided that it includes activities and approaches appropriately tailored to each Service Area.
Workforce Plan	Prepare and deliver to the Agency for Acceptance a Workforce Plan that details the Partner's approach to building a skilled, capable workforce that is representative of the community in the relevant Service Area to ensure that all recruitment required to meet the Participant volumes as they expand in each Service Area will be completed and clearances obtained in a timeframe that will allow for training and commencement when required. If the Partner is engaged in respect of more than one Service Area, it must provide a separate Workforce Plan for each Service Area.
Community Capacity Building Plan	Prepare and deliver to the Agency for Acceptance, a Plan which details the Partner's approach to identify, analyse and build strengths within the Community in the Service Area(s).

Establishment Services	Description
	The Community Capacity Building Plan must be delivered in accordance with the timeframes in Milestone 11 of clause 10 of this SOW and Schedule 7 (EC Partner Services) for the Agency's approval. The Partner must confirm in its annual Certificate of Assurance provided in accordance with Attachment 8 of this Contract that it has complied with this requirement. If the Partner is engaged in respect of more than one Service Area, it can provide a single Community Capacity Building Plan that covers those Service Areas provided that it includes activities and approaches appropriately tailored to each Service Area.
Training Plan	Prepare and deliver to the Agency a Training Plan which describes the Partner's approach to organising staff to attend Initial Training and the approach to Expansion Training and ongoing training and professional development of Partner Personnel, including the Partner's strategy to manage Personnel who do not meet the required competency. The Training Plan should also identify appropriately skilled individuals to be trained to undertake the Workplace Trainer role for the Partner. If the Partner is engaged in respect of more than one Service Area, it can provide a single Training Plan that covers those Service Areas provided that it includes activities and approaches appropriately tailored to each Service Area.

Establishment Services	Description
Pre-Phasing Activities Plan	Prepare and deliver to the Agency for acceptance a Plan which details the Pre-Phasing Activities the Partner will undertake in the Service Area prior to the Services Commencement Date. If the Partner is engaged in respect of more than one Service Area, it must provide a separate Pre-Phasing Activities Plan for each Service Area.
Business Continuity Plan	Prepare and deliver to the Agency for acceptance a Plan which details the Partner's approach to respond to a business disruption event that would otherwise prevent the continuation of the Services. If the Partner is engaged in respect of more than one Service Area, it can provide a single Business Continuity Plan that covers those Service Areas provided that it includes activities and approaches appropriately tailored to each Service Area.

5A. Change of Coordinator

- 5A.1 The Partner must implement and maintain a process for receiving and addressing requests for change of individual Coordinator within the Partner organisation.
- 5A.2 The Partner must advise Clients, Participants and their families and carers, of the option to change their individual Coordinator within the Partner organisation.
- 5A.3 The process must be reasonably available on the Partner's premises to any person interacting with the Partner and on the Partner's website.
- 5A.4 Where requested, the Partner will use best endeavours to, wherever possible, match Clients or Participants, and their families and carers, to individual Coordinators that align with Clients', Participants' and their families' and carers' preferences. This may include, but is not limited to, consideration of cultural background and disability specific experience.

6. **Not used**

7. **Not used**

8. **Management Services**

8.1 The Partner must provide the following Management Services to ensure that the delivery of the Services are appropriately managed, monitored and evaluated.

8.2 The Partner must deliver the Management Services described in the table below:

- (a) in accordance with the requirements in Schedule 3 (Management Services) to this SOW; and
- (b) in the Service Areas and timeframes set out in Schedule 6 (Service Areas and Timeframes) to this SOW.

Management Services	Description
Manage Quality and Safeguards	The Partner must at all times either: (a) comply with the National Standards for Disability Services; or (b) to the Agency's satisfaction, demonstrate that the Partner's quality assurance standards align with the National Standards for Disability Services.
Manage Complaints and Feedback	Implement and maintain a process for receiving and addressing complaints that is simple, fair, free of charge and documented (including, wherever necessary, on the Partner's website) and advised to all Clients. Ensure all complaints and feedback and their resolution is recorded in the Agency IT System, in accordance with the Agency Complaints and Feedback Policy.

Management Services	Description
Support for Internal Reviews and AAT Reviews	Upon request, provide any further information the Partner may have, to assist the Agency undertake internal review requested by a Participant or to prepare for an AAT Review. The Partner must also collaborate with the Agency to adjust procedures or training requirements that may arise from an Internal Review or an AAT finding.
Provision of Quarterly Strategic Report	This Quarterly Strategic Report consolidates evidence and opportunities gathered by each Local Area Coordinator and EC Coordinator and presents suggestions for priority community development for enhanced community inclusiveness. This quarterly report must use the template provided by the Agency and contain the information specified in the SOW. The Partner must then discuss this Quarterly Strategic Report with the Agency at the Quarterly Meeting. It must be provided no later than 15 Business Days following the end of each quarter.
Record keeping and information management in accordance with the Agency policies and in accordance with the requirements of the Agency IT System.	Develop and implement systems, protocols, and processes for the management of any Client Data the Partner is responsible for. The Partner must ensure the protection of all Client Data from loss, damage or misuse. The Partner must otherwise comply with its obligations under the Contract.
Review and Evaluation	Actively participate in ongoing review and evaluation of the Services delivery with the aim of building, refining and improving the way those Services are provided to achieve the Scheme Objectives.

- (c) The Partner's obligations above do not replace or derogate from any obligations the Partner may have to implement other complaints processes (for example, in accordance with state-based quality registration). If the Partner has implemented a complaints process for a different purpose and that process satisfies the requirements of this SOW then the Agency does not require the Partner to implement a separate complaints process for the purposes of this SOW.

9. Transition Services

- 9.1 If required by the Agency, the Partner must support the transition of the Services to the Agency or its nominee on the expiry or earlier termination of the Contract.
- 9.2 The Partner must deliver the Transition Services described below in accordance with the requirements in Schedule 4 (Transition Services) to this SOW and cooperate with the Agency or its nominee to facilitate transfer of the Services.

Transition Services	Description
Transition Plan	Prepare and deliver to the Agency for Acceptance a Transition Out Plan that describes how the Partner will perform the Transition Services to ensure a smooth transition of the Services to the Agency or its nominee.
Transition Out	Implement the Accepted Transition Out Plan. Provide access (and allow copies to be taken) to the Agency or its nominee to all records relevant to the provision of Services that are not held in the Agency IT System.

10. LAC Services and EC Partner Services Milestones and Timeframes

- 10.1 The Partner must perform the Services in accordance with the timeframes set out in the table below and otherwise so as to meet the timelines set out in Schedule 6 (Service Areas and Timeframes) to this SOW.

- 10.2 Unless this Contract expressly provides otherwise, all Plans and reports are subject to Acceptance by the Agency in accordance with clause 12.

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
1	Establishment Plan – submission of the Partner's Establishment Plan	The Establishment Plan clearly sets out to the Agency's reasonable satisfaction the Partner's approach to the establishment and management of the end to end capability required to deliver LAC Services in accordance with the requirements set out in Schedule 1 (Establishment Services) to this SOW.	Eight weeks after the Contract Commencement Date	
2	Training Plan – submission of the Partner's Training Plan	The Training Plan identifies to the Agency's reasonable satisfaction timeframes, capabilities, resources and strategies to ensure that all employees are trained and meet competency requirements and demonstrates efficient and effective alignment to the Initial Training that will be delivered by the Agency and to the values and priorities of the Scheme in accordance with the requirements set out in Schedule 1 (Establishment Services) to this SOW.	20 Business Days after the Contract Commencement Date	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
3	Standard Operating Procedures – submission of the Partner's Standard Operating Procedures	Not applicable. See clause (b) of Schedule 1 (Establishment Services) to this SOW.	Eight weeks after the Contract Commencement Date	
4	Business Continuity Plan – submission of the Partner's Business Continuity Plan	The Business Continuity Plan describes to the reasonable satisfaction of the Agency the Partner's approach to respond to a business disruption event that prevents the continuation of the LAC Services.	1 September 2016	
5	Workforce Plan – the documentation of the Partner's approach to ensure that the required initial workforce is ready to commence the provision of Services in each Service Area from the Services Commencement Date for	The Partner's overall approach to building a skilled, capable workforce that is representative of the community in the relevant Service Area to ensure that for all recruitment required to meet the Participant volumes as they expand in each Service Area will be completed and clearances obtained in a timeframe that will allow for Personnel to meet the required competencies to commence the provision of Services in each	Eight weeks after the Contract Commencement Date	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) – Commercially valuable information
	the Service Area and the workforce is expanded and trained in a timeframe to reflect the growth in Participant numbers for each Service Area.	Service Area in accordance with the requirements in Schedule 1 (Establishment Services) to this SOW. The Plan includes evidence to the reasonable satisfaction of the Agency, demonstrating 100% of Partner Personnel required by the Services Commencement Date required for each Service Area will be recruited, trained, cleared and have met the required competencies to commence the provision of Services in each Service Area in accordance with the requirements in Schedule 1 (Establishment Services) to this SOW		
5a	Early Supports Delivery Plan	In accordance with clause 13.2 of Schedule 1 of the SOW	Not applicable	
5b	Early Supports Delivery Plan Report	In accordance with clause 13.2 of Schedule 1 of the SOW	Not applicable	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
6	Pre-Phasing Activities Plan	The Partner describes to the reasonable satisfaction of the Agency the Pre-Phasing Activities it will undertake in the Service Area before the Services Commencement Date.	20 Business Days after the Contract Commencement Date	
7	Work Health and Safety Plan – submission of the Partner's Work Health and Safety Plan	The Work Health and Safety Plan provides evidence to the Agency's reasonable satisfaction of appropriate safeguards for all Partner Personnel in accordance with the requirements set out in Schedule 1 (Establishment Services) to this SOW.	20 Business Days after the Contract Commencement Date. The Partner will include in its annual Certificate of Assurance provided in accordance with Attachment 8 of this Contract confirmation that it has complied with the requirements of clause 36	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
8	Commencement of Pre-Phasing Activities	The Partner commences delivery of the Pre-Phasing Activities for the Service Area.	Up to 6 months before the Services Commencement Date	
9	Capability ready – successful completion of the following activities required to undertake Services in each Service Area by the Services Commencement Date for the Service Area: (a) systems, processes, facilities and infrastructure; (b) training verification of workforce and ensuring readiness to use the Agency System.	Approval by the Agency of the Tenderer's operational readiness checklist	Two weeks before the date on which the Partner commences providing any Services in the Service Area (18 October 2016)	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
10	Services Commencement	The Partner commences delivery of all Services on the Services Commencement Date for the Service Area.	LAC Services Commencement Date as set out in Schedule 6 (Service Areas and Timeframes)	
11	Community Capacity Building Plan	The Community Capacity Building Plan describes to the reasonable satisfaction of the Agency the Partner's approach to analysis of need in the community and strength building within the community in accordance with the requirements set out in Schedule 1 (Establishment Services) to this SOW.	20 Business Days after Services Commencement Date for each Service Area, and then 31 May annually.	
12	Annual Organisational Financial Statements	The Partner is required to provide its organisation's audited income and expense statement, statement of financial position (balance sheet), statement of cash flows and accompanying notes for each financial year.	No later than 31 March annually following the end of the relevant financial year.	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
13	Quarterly Strategic Report	This Quarterly Strategic Report consolidates evidence and opportunities gathered by each Local Area Coordinator and presents suggestions for priority community development for enhanced community inclusiveness. This quarterly report must use the template provided by the Agency and contain the information specified in the SOW. The Partner must then discuss this Quarterly Strategic Report with the Agency at the Quarterly Meeting	No later than 15 Business Days following the end of each quarter.	
14	Reports on Disability and Culturally Inclusive Strategy	See clause 35.2(g) of the Terms and Conditions	No later than 10 Business Days following the end of each quarter, except for the quarter ended 31 December which will be due no later than 15 Business Days	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
			following the end of this quarter.	
15	Report on outcomes from community capacity building activities detailed in the Community Capacity Building Plan	The Report sets out, to the reasonable satisfaction of the Agency, analysis of the effectiveness of activities undertaken to drive community engagement and the effectiveness of these activities in addressing Participant need. The Partner must provide quarterly updates of activities undertaken through implementation of the Community Capacity Building Plan using a template provided by the Agency from time to time.	Within six months of the first Services Commencement Date. Updates of activities implemented under the Community Capacity Building Plan no later than 14 Business Days following the end of each quarter.	
16	Draft Transition Out Plan – submission of the Partner's Draft Transition Out Plan. If the Partner is engaged in respect of more than one Service Area, it can provide	The Draft Transition Out Plan addresses to the reasonable satisfaction of the Agency all of the requirements set out in Schedule 4 (Transition Services) to this SOW.	Six months after the first Services Commencement Date. The Agency will Accept (or advise the Partner that it does not	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
	a single Transition Out Plan that covers those Service Areas provided that it includes activities and approaches appropriately tailored to each Service Area		Accept) the Draft Transition Out Plan within four weeks of submission.	
17	Final Transition Out Plan – submission of the Partner's Final Transition Out Plan.	The Draft Transition Out Plan addresses to the reasonable satisfaction of the Agency all of the requirements set out in Schedule 4 (Transition Services) to this SOW.	The earlier of: (a) 6 months prior to the expiry of the Contract; or (b) the date set out in a termination notice issued in accordance with clause 30 of the Contract. The Agency will Accept (or advise the	

No.	Milestone	Acceptance Criteria	Due date – LAC Services	47(1)(b) - Commercially valuable information
			Partner that it does not Accept) the Final Transition Out Plan within four weeks of submission.	
18	Completion Report	The Completion Report adequately addresses all of the requirements set out in Schedule 3 (Management Services) to this SOW.	Four weeks prior to the end of the Contract Period. The Agency will Accept (or advise the Partner that it does not Accept) the Completion Report within 2 weeks of submission.	

10.3 The Parties agree and acknowledge that the Partner will, six (6) weeks after Deed of Variation has been executed by the parties, submit all revised Plans and reports as per the above table to incorporate the EC Partner Services.

11. **Not used**

12. **Standards, Acceptance and Update**

12.1 Standards

- (a) The Contract Material must at the time of delivery be current, accurate and consistent with the relevant requirements for that Contract Material in this SOW.
- (b) The Agency may at any time by notice in writing to the Partner, specify the content and format of an item of Contract Material, in which case, the Partner must (subject to clause 5 of the Contract) ensure the relevant item of Contract Material meets those requirements.

12.2 Acceptance

- (a) Some deliverables provided as part of the Establishment Services and some items of Contract Material are referred to in this SOW as being subject to Acceptance by the Agency.
- (b) The Agency will review each such deliverable or item in accordance with any timeframes set out in this SOW or, where no timeframe is specified, within 20 Business Days. At that time, the Agency will provide written confirmation of its Acceptance of that deliverable or item or, if the deliverable or item is not Accepted, provide written comments describing why the deliverable or item was not Accepted.
- (c) Wherever appropriate, the Partner must provide revised versions of deliverables or items, incorporating any amendments required to reflect comments by the Agency, to the Agency for Acceptance within two weeks (or such other date as is agreed by the parties).
- (d) A deliverable or item will become 'Accepted' once the Agency is satisfied with the item and has provided the Partner with written confirmation of Acceptance.

12.3 Updating of Contract Material

- (a) Where the Partner updates any item of Contract Material during the Contract Period it must promptly provide or make available that updated item of Contract Material to the Agency.
- (b) The Partner must amend or substitute the Contract Material periodically in order to address:
 - (i) any changes in the Agency workflows required to meet phasing requirements in the Bilateral Agreement; and
 - (ii) any changes in Agency IT System developments and capabilities.
- (c) The Partner must provide details of any updated item of Contract Material to the Agency within five Business Days of the change to which the update relates.
- (d) The obligations in this clause 12.3 are in addition to any other obligations in this SOW.

13. **Not used.**

14. **Other facilities and assistance to be provided by the Agency**

14.1 Access to Agency facilities

- (a) The Agency will provide the Partner with access to Agency facilities in the Service Area and this may include access to a limited number of workstations to provide for efficiency in meeting with Participants and/or Agency Personnel.
- (b) The Partner is not relieved of any obligation to perform the Services or any of its obligations under the Contract due to any failure of the Agency to provide the facilities referred to above.

14.2 Documents to be provided by the Agency

- (a) The Agency will provide the Partner with the following documents and information for the purpose of the Partner performing the Services:
 - (i) Agency Operational Guidelines as updated from time to time;
 - (ii) Agency Complaints and Feedback Policy;

- (iii) Agency security policies;
- (iv) Agency Record Management Instructions;
- (v) Materials for community engagement and Participants to ensure consistent messaging and understanding of the Scheme;
- (vi) Training Materials and other resource materials including e-learning;
- (vii) Agency work practices and task cards; and
- (viii) other policies and guidance material of the Agency referred to in this SOW.

14.3 Use of NDIS logo

- (a) The Partner must display the Scheme logo provided by the Agency, together with the words, "National Disability Insurance Scheme" prominently in a place that is visible to the public at the premises it uses for delivery of the Services. If the Partner, with the approval of the Agency, is using existing facilities from which it also provides other services for the delivery of the Services, then it must ensure that:
 - (i) the Scheme logo is displayed in an equally prominent position and size as any other signs on the premises; and
 - (ii) any Client who visits the premises in relation to the Services provided by the Partner is directed in the first instance to staff who are dedicated to the Services.
- (b) The Partner must ensure that Partner Personnel undertaking the functions of Local Area Coordinators/EC Coordinators, are able to clearly identify themselves to members of the public and Participants as Local Area Coordinators providing the LAC Services and the EC Coordinators providing the EC Partner Services under the Scheme.
- (c) The Partner must ensure that all documents, signs, banners, badges, shirts or other material that display the Scheme logo are approved in writing by the Agency and use the NDIS logo in accordance with the directions of the Agency.

- (d) The Partner must not use the Scheme logo or any other name or sign that is similar to the Scheme logo, in relation to any other services or products provided by the Partner

Schedule 1 – Establishment Services

1. Overview

1.1 As set out in clause 5 of the SOW, the Partner must:

- (a) establish the capability required to support the delivery of Services from the Services Commencement Date for the relevant Service Area;
- (b) manage the engagement and mobilisation of a workforce to undertake Services from the Services Commencement Date for the relevant Service Area;
- (c) ensure Partner Personnel delivering Services participate in and successfully complete the competency-based training activities provided by the Agency and the Partner and have the appropriate experience, qualifications and clearances; and
- (d) prepare and deliver to the Agency the Establishment Plan, the Community Capacity Building Plan and such other plans as are required in this SOW.

2. Establishment Plan

2.1 The Partner must establish and maintain the end to end operational capability, including any systems, processes, facilities and infrastructure required to deliver the Services.

2.2 As part of the Establishment Services, the Partner must develop and deliver to the Agency for Acceptance, a plan for the establishment and management of the end to end capability required to deliver LAC Services. The Establishment Plan (Milestone 1 in clause 10 of this SOW) must include, at a minimum:

- (a) a description of how the Partner will use existing operational capabilities to deliver the Services, including any systems, processes, facilities and infrastructure which the Partner is able to leverage (where possible, the Partner must seek to leverage existing operational capabilities) and the

Partner's intended approach to innovative service delivery methodologies that balance face to face and other strategies;

- (b) a description of the processes and physical resources required to be sourced or developed to support the delivery of the Services, and the arrangements for sourcing or developing these processes and resources;
- (c) the Partner's approach to engaging and mobilising the initial tranche of the required workforce to deliver the Services (see clause 5 this Schedule 1 (Establishment Services) below) taking into account the nature of the workforce characteristics in each of the Service Areas;
- (d) a project schedule setting out the activities to be undertaken between the Contract Commencement Date and the Services Commencement Date for each Service Area;
- (e) the Partner's approach to undertaking the delivery of Services within each Service Area in which it is to provide the Services including accessible and private conversation locations and premises;
- (f) a description of the risks, issues and dependencies identified by the Partner, and proposed strategies for how these will be mitigated and managed to ensure that Services will commence on the Services Commencement Date and proceed at a rate that meets targets for implementation of Plans.

2.3 On Acceptance of the Establishment Plan by the Agency, the Partner must establish its delivery capability in accordance with the Accepted Establishment Plan.

2.4 The Partner must complete and provide to the Agency by the date set out in Milestone 9 of clause 10 of this SOW, an operational readiness checklist that confirms the readiness status of all issues required by this SOW and any other issues the Partner considers need to be delivered to ensure the Partner is ready to commerce providing the Services.

3. **Standard Operating Procedures**

- 3.1 The Partner must develop and maintain Standard Operating Procedures for all aspects of the Services, which support the Workflow and task assignment and Agency Operational Guidelines provided by the Agency. Standard Operating Procedures must be consistent with this SOW, the NDIS Act, Rules and the Agency Operational Guidelines. The Standard Operating Procedures will provide specific guidance to Partner Personnel on issues including the following:
- (a) face to face engagement with people with disability with impaired communication, cognition and/or are from culturally and linguistically diverse communities;
 - (b) engaging with difficult or confronting situations; and
 - (c) home entry and exit procedures.
- 3.2 The Partner must submit the Standard Operating Procedures to the Agency in accordance with the timeframes in clause 10 of this SOW. The Standard Operating Procedures are not subject to Acceptance by the Agency; however the Agency may, at its discretion, review the Standard Operating Procedures and direct the Partner to make changes to its Standard Operating Procedures where in the Agency's opinion the Standard Operating Procedures are inadequate or inconsistent with this SOW, the NDIS Act, Rules or the Agency's Operational Guidelines.
- 3.3 The Partner must deliver the Services in accordance with the Standard Operating Procedures.
4. **Work Health and Safety Plan**
- 4.1 The Partner must develop and deliver to the Agency for Acceptance a Work Health and Safety Plan which at least:
- (a) identifies all hazards arising from the provision of the Services which present a risk to health and safety of Agency Personnel, Partner Personnel, and any third parties on Partner premises, including arising from the Partner Personnel being present in Agency facilities;
 - (b) assesses the risks associated with the identified hazards;

- (c) identifies the strategies that will be applied to eliminate the risks or, if it is not reasonably practicable to eliminate the risks, controlling the risks in accordance with a hierarchy of controls;
- (d) provides for the process to be monitored and reviewed to ensure that the desired outcome has been achieved;
- (e) identifies how the Partner proposes to consult, co-ordinate and co-operate with the Agency and all other relevant safety duty holders (including, but not limited to, subcontractors) during the provision of the Services; and
- (f) includes all of the content required of a WHS management plan in accordance with the *Work Health and Safety Regulations 2011* (Cth).

5. **Workforce Plan**

- 5.1 The Partner must provide a detailed Workforce Plan documenting the approach to engagement of and deployment of the Personnel necessary to provide the Services in accordance with the SOW and the Establishment Plan.
- 5.2 External recruitment must be designed to ensure that the Partner meets the requirements of clause 4.4 of this SOW and that those selected as meeting the selection criteria are drawn from a wide and diverse employment background external to the traditional disability sector to the extent practicable while ensuring that Partner Personnel have the relevant qualifications and experience for the role for which they are being considered.
- 5.3 The Partner's workforce must include the following key roles:
 - (a) **Area Liaison:** Partner Personnel who will be responsible for the administration and management of the Services in a Service Area;
 - (b) **Team Leaders:** Partner Personnel who will manage and oversee the activities of Local Area Coordinators, EC Coordinators and Administrators, and undertake more complex interactions. The Partner must ensure that the Team Leaders provide comprehensive supervision and ongoing professional guidance and mentoring to Local Area

Coordinators/EC Coordinators, assistance with problem solving and take responsibility for ensuring the quality of activities undertaken;

- (c) **Local Area Coordinators/ EC Coordinators:** Partner Personnel who will **primarily** undertake the Services;
- (d) **Workplace Trainers:** Partner Personnel who will deliver ongoing training to Team Leaders, Local Area Coordinators/EC Coordinators and Administrative staff, as required from the Contract Commencement Date and confirm **competency** levels of all Partner Personnel (noting the Agency will provide training to Workplace Trainers); and
- (e) **Administrators:** Partner Personnel who are responsible for supporting Local Area **Coordinators**/EC Coordinators in terms of logistics for appointments, scheduling and ensuring the data integrity required of the Agency IT System.

5.4 The Workforce Plan must document, at a minimum, the Partner's intended approach and timetable to undertake the following activities:

- (a) managing the end-to-end process of identifying, sourcing and engaging suitable **candidates** for undertaking the Services in a timeframe and manner that ensures the Partner has the volume and nature of Personnel required as Participants are phased into the Scheme;
- (b) undertaking any necessary background and character checks with respect to **applicants'** suitability for working with vulnerable people or children. This may include but not be limited to:
 - (i) criminal history checks;
 - (ii) employment history checks; and
 - (iii) referee checking.
- (c) intended innovative processes for recruiting and retaining staff with disability and ensuring those staff have strong and focused peer based support.

6. **Local Area Coordination Capabilities and EC Capabilities**

- 6.1 The Partner must provide the organisational capabilities to support each Local Area Coordinator/EC Coordinator to implement a positive and contemporary attitude toward people with disability and a deep understanding and knowledge of disability and its impact on individuals, families and carers.
- 6.2 The Partner must ensure that Personnel employed as Local Area Coordinators/EC Coordinators:
- (a) have relevant experience, personal qualities and/or post-secondary qualifications (this would include, but not be limited to qualifications in allied health, disability services, human services, child services, community development, social work and, local government);
 - (b) have highly developed communication, negotiation, relationship building and interpersonal skills; and
 - (c) meet the working with vulnerable people or children requirements set out in clause 13 of the Contract.
- 6.3 The Partner must also ensure that Personnel employed as EC Coordinators:
- (a) have a combination of early childhood educators (preferably with early children intervention experience) and paediatric allied health professionals (to include speech pathologist and occupational therapist for delivery of short term early childhood intervention supports);
 - (b) have clinical expertise in a range of areas including early education and allied health;
 - (c) understand what typical development is, so that they understand when it is not typical so that they can support the family and children;
 - (d) understand that the family is central to the response and understands the need for a multi-disciplinary response which is in the family's settings.
 - (e) 47(1)(b) - Commercially valuable information



47(1)(b) - Commercially valuable information

- 6.4 The Partner must ensure that Local Area Coordinators/ECEI Coordinators:
- (a) are capable of working in the community with a high degree of autonomy;
 - (b) understand options in the local community for social and economic participation for people with disability and their families and carers;
 - (c) establish relationships and influence to increase opportunities for people with disability within the community;
 - (d) work along-side individuals, and in partnership with families, carers and the community to build and strengthen capacity so that communities are welcoming towards people with disability;
 - (e) use the Agency IT System to manage appointments, record defined data fields, notes and actions to ensure the Scheme develops a comprehensive single electronic file for each Participant;
 - (f) use the Agency IT System to record interactions with people with disability who are not eligible to become Participants;
 - (g) listen and learn actively and collaboratively create and share innovation solutions with the Agency, the community and other Agency nominees;
 - (h) work independently and be mobile within the community; and
 - (i) when undertaking the functions of Local Area Coordinators/ EC Coordinators, are clearly identifiable to members of the public and Participants as Local Area Coordinators/ EC Coordinators contracted to undertake the LAC/EC function under the Scheme. For example, Local

Area Coordinators/EC Coordinators could wear name badges or shirts displaying this information.

7. **Training**

7.1 The Agency will provide LAC and EC specific:

- (a) Initial Training in accordance with clause 8 below; and
- (b) training for Partner Personnel nominated as Workplace Trainers. For this purpose the Partner must identify appropriately skilled Personnel to be trained to undertake the role of Workplace Trainer. Partner Personnel nominated as Workplace Trainers must have extensive experience in delivering training and formal qualifications such as a Certificate 4 in workplace training and assessment).
- (c) The Partner must have processes to ensure they are able to provide ongoing training and professional development of their Personnel.

7.2 The Partner must provide:

- (a) all Expansion Training for Partner Personnel who are engaged after the Services Commencement Date for a Service Area; and
- (b) professional development where monitoring of Personnel performance identifies the need for skills development to ensure the quality and consistency of a person's work, including training required as a result of failure to have developed Plans approved by the Agency, poor feedback on Personnel performance or an insufficient focus on Scheme Objectives,

at the Partner's expense (either directly, or through the purchase of Expansion Training from a source approved by the Agency).

7.3 The Partner must prepare and deliver to the Agency for Acceptance a Training Plan which documents the intended approach to its design and delivery of Expansion Training and ongoing professional development of Partner Personnel, including:

- (a) analysis of skills and needs of each of the Personnel roles listed in clause 5.3 of this Schedule 1 (Establishment Services) post their completion of Initial Training;
 - (b) description of the ongoing professional development to be provided to Partner Personnel by the Partner that relates to the respective roles and Accepted Standard Operating Procedures of the Partner including:
 - (i) the approach to the provision of information to, training to and internal quality assurance of Partner Personnel required due to a change in the Agency Operational Guidelines and/or the Partner's Standard Operating Procedures; and
 - (ii) the nature of support and supervision that will be available to guide and mentor Personnel to ensure a consistently high standard of performance and accountability as a means of ensuring the quality and consistency of support to people with a disability and/or their families and carers;
 - (c) the timetable and approach to refresher training and ongoing professional development of Partner Personnel; and
 - (d) the Partner's approach and resourcing model for the provision of Expansion Training. which must incorporate training equivalent to the Initial Training.
- 7.4 The Training Plan is subject to Acceptance by the Agency with a focus on efficient and effective alignment to the Initial Training that will be delivered by the Agency and to the values and priorities of the Scheme.
- 7.5 The Partner is responsible for the delivery of the Expansion Training ensuring that all new Partner Personnel engaged after the Services Commencement Date receive training from the Partner's Workplace Trainers equivalent to the Initial Training and achieve the competencies required by the Agency.
- 7.6 The Agency will provide to the Partner an integrated training package including all training related to the use of the Agency IT System and practices of the Services and relationships with Participants and other Clients that is to be used by the Workplace Trainers for the Expansion Training and ongoing

professional development. The Agency will also provide a link to the LAC Handbook and EC guidance documents.

- 7.7 The Agency will supervise and assist the Partner's Workplace Trainer for the first round of Expansion Training to observe consistency, quality and understanding of the required content.

8. **Initial training**

- 8.1 Four weeks prior to the Services Commencement Date of each Service Area, the Agency will deliver competency-based training to Partner Personnel nominated as Workplace Trainers. The Partner must work closely to ensure that the Workplace Trainers complete this training, and undergo an evaluation to verify that competencies have been successfully completed.
- 8.2 Two weeks prior to the Services Commencement Date of each Service Area, the Agency will deliver competency-based training to the Local Area Coordinators/EC Coordinators, and other Partner Personnel. The Partner must work closely with the Agency to ensure that all Partner Personnel complete this training, and undergo an evaluation to verify that competencies have been successfully completed.
- 8.3 The Agency will design the Training Materials required to undertake and support Initial Training activities, including:
- (a) Agency IT System requirements, including system training manual, facilitator guide, on-the-job help tools and competency quiz;
 - (b) core competency training resources which include, Agency mandated training, Local Area Coordinator/EC Coordinator role training, on-the-job help tools, and online learning modules;
 - (c) elective Module training resources; and
 - (d) train the trainer resources.
- 8.4 As part of Initial Training activities, Partner Personnel must achieve the required levels of competency in order to commence the provision of Services. (More information regarding the anticipated levels of competency is set out in Attachment B to this Schedule 1 (Establishment Services).)

- 8.5 The Partner is responsible for organising and paying for the travel and accommodation costs for:
- (a) Workplace Trainers (and any other Partner Personnel) to attend required Initial Training that will be, as far as possible, scheduled within the home state of the Partner; and
 - (b) all Expansion Training, including costs of delivery of training.
- 8.6 The Partner is responsible for ensuring Partner Personnel are competent, using the Training Competency Framework described at Attachment B to this Schedule 1 (Establishment Services). The Partner is responsible for certifying to the Agency the successful completion of this training by each relevant Personnel. Without this certification, Partner Personnel will not be given access to the relevant functions in the Agency IT System.
9. **Personnel Verification**
- 9.1 The Partner must ensure that all Personnel meet the following requirements (as relevant) at all times:
- (a) all Local Area Coordinators/EC Coordinators (including LAC/EC Team Leaders) must comply with the NDIS Act, the Rules made under the NDIS Act and the Agency's Operational Guidelines;
 - (b) all Local Area Coordinators/EC Coordinators must have completed the checks referred to in clause 13 of the Contract before commencement as a Local Area Coordinator/EC Coordinator;
 - (c) all Personnel accessing the Agency IT System must have completed all required checks and procedures for access to the Agency IT System notified by the Agency, including signing any deed of confidentiality; and
 - (d) all Local Area Coordinators/EC Coordinators must comply with the laws applicable in Victoria.
- 9.2 The Partner must ensure that each Local Area Coordinator/EC Coordinator informs the Partner promptly of any matter that would impact on the Local Area Coordinator's/EC Coordinator's suitability to undertake the duties of a Local Area Coordinator/EC Coordinator. If the Partner considers that any Partner Personnel are not suitable to undertake the duties of a Local Area

Coordinator, the Partner must immediately remove that Partner Personnel from performing the duties of a Local Area Coordinator/EC Coordinator. The Partner must report to the Agency any declarations by Local Area Coordinators/EC Coordinators under this clause 9 and the action taken by the Partner in response to the declaration.

10. **Community Capacity Building Approach**

- 10.1 The Partner must prepare and deliver to the Agency for Acceptance a detailed Community Capacity Building Plan in accordance with the timeframes in Milestone 11 of clause 10 of the SOW and in accordance with Schedule 7 (EC Partner Services) which describes the Partner's intended approach to building increased inclusiveness within the community through strengthening of community, individual and mainstream service capacity. The Partner must confirm in its annual Certificate of Assurance provided in accordance with Attachment 8 of this Contract that it has complied with this requirement.
- 10.2 At a minimum, the Plan must detail the approach to tools that will be used and timeframes for:
- (a) identifying and mapping assets and capabilities including existing plans and shared priorities;
 - (b) building connections to the community that may be useful to build community economic and social opportunities for people with disability;
 - (c) understanding diversity within the communities and the needs and possible supports for different cohorts of people with disability;
 - (d) building connections to the disability support providers and mainstream services to ensure diversity in choice for people with disability; and
 - (e) identifying priority areas of effort to enhance and strengthen opportunities for Clients.
- 10.3 The Partner must provide quarterly updates of activities undertaken through implementation of the Community Capacity Building Plan, in accordance with the timeframes in Milestone 15 of clause 10 of the SOW, using a template provided by the Agency from time to time.

11. **Business Continuity Plan**

- 11.1 The Partner must prepare and deliver to the Agency for Acceptance a Business Continuity Plan in accordance with the timeframes in Milestone 4 of clause 10 of this SOW, which describes the Partner's approach to respond to a business disruption event that prevents the continuation of the Services.

12. **Requirements for premises**

- 12.1 In each Service Area the Partner must have at least one premises at which it will provide the Services to Clients. To the extent possible, the Partner should use its existing facilities. In addition, the Partner must use community facilities that are accessible and make use of, or expand on community networks for people with disability in that Service Area.
- 12.2 In each Local Government Area within a Service Area (as set out in Schedule 6 (Service Areas and Timeframes)) the Partner must have, or have access to and use of premises at which it will provide Services to Clients. To the extent possible, the Partner should use its existing facilities.
- 12.3 Subject to 12.4, all premises used by the Partner to provide Services must:
- (a) clearly display the NDIS logo, together with the words "National Disability Insurance Scheme" in accordance with clause 14.3 of this SOW;
 - (b) have appropriate internet connectivity to access the Agency IT System (or, if using premises that are not Partner premises, have in place systems to ensure that information is recorded and uploaded to the Agency IT System as soon as reasonably possible); and
 - (c) be easily accessible for people with disability and comply with all applicable laws relating to the accessibility of buildings (including the *Disability Discrimination Act 1992* (Cth) and the *Building Code of Australia (BCA)*).
- 12.4 If the Partner is unable to comply with clause 12.3 of this Schedule 1 (Establishment Services), the Partner can propose alternative arrangements to the Agency for Acceptance.

47(1)(b) - Commercially valuable information



This document was released under the Freedom of Information Act 1982 by the National Disability Insurance Agency.

Attachment A - LAC Training Competency Framework

A.1 Training Competency Framework

The aim of the Training Competency Framework is to ensure consistent decision making in relation to whether or not a person may access the Scheme, and if so, that support that is funded satisfies the “Reasonable and Necessary” requirements of section 34 of the NDIS Act.

The Partner must ensure that all Personnel involved in the delivery of LAC Services use the Agency Training Competency Framework to develop and demonstrate competency in respect of access to the Scheme and ‘Reasonable and Necessary’ supports, so as to perform the core functions of the LAC role.

Core functions include:

- (1) provision of information to Participants and other people with a disability, their families and carers and to Providers, mainstream service providers, and communities;
- (2) pre-planning and assistance with planning;
- (3) assistance with obtaining Plan approval; and
- (4) assistance with Plan implementation.

A.2 Competency of Partner Personnel involved in LAC Services

The Partner must ensure all Personnel involved in the delivery of LAC Services participate in the training described in clauses 7 and 8 of Schedule 1 (Establishment Services) to this SOW, as well as completing the relevant e-learning module in the Agency IT System.

When a person has demonstrated competency in a core function and competency in consistent decision making in relation to access to the Scheme and ‘Reasonable and Necessary’ supports, the Agency IT System will grant the person access to the Agency IT System for that core function, as required to perform the relevant LAC Services.

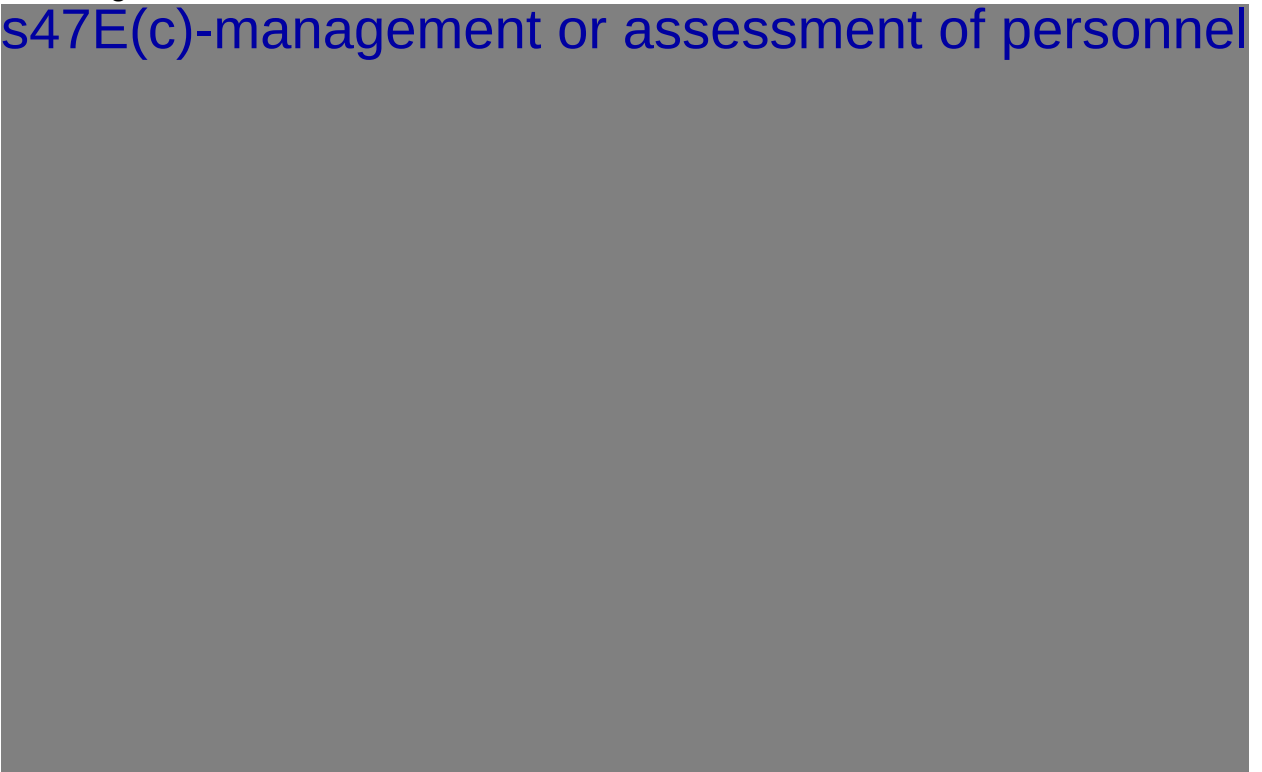
A.3 Maintenance of Competency

To maintain access to the Agency IT System, the Partner must ensure that all Personnel involved in the delivery of LAC Services complete e-learning modules within the Agency IT System every time a significant change is made to Agency Operational Guidelines or the SDOM that could impact on relevant core functions.

If a person does not successfully complete an e-learning module, access to the Agency IT System may be withdrawn. Subject to A-4 below, access to the Agency IT System will only be re-instated when the person demonstrates competency in the core function by successfully completing the relevant e-learning module.

A.4

s47E(c)-management or assessment of personnel



Schedule 2 - LAC Services

1. Overview

- 1.1 The Partner must support Participants in understanding the Scheme and in their engagement with the Scheme in a manner that ensures achievement of the Victorian Bilateral Agreement timeframes and Schedule 6 (Service Areas and Timeframes) to this SOW). The Partner must also provide support to people with disability who are not eligible for the Scheme and their families and carers.
- 1.2 There are three key stages in the relationship with the Participant and the community, namely:
 - (a) prior to phasing - this will be required from November 2016 and the core focus will be on awareness raising, assistance to connect to existing supports, identification of current and existing community strengths and capabilities, assisting the Participants with pre-planning);
 - (b) during phasing where the primary focus of the Partner must be to submit draft Plans to the Agency for approval; and
 - (c) post-phasing where the Partner must focus on plan implementation and community inclusion activities.
- 1.3 The table below depicts the expected relative effort in each stage of phasing for the LAC Services. Specific metrics and timeframes are detailed at Schedule 6 (Service Areas and Timeframes) to this SOW and reflect the Bilateral Agreement.

Focus of Effort of Partner during the three phases of the Scheme for LAC Services

Phases of the Scheme	LAC Function	Prior to Phasing focus of effort	Phasing period focus of effort	Post Phasing focus of effort
Support to people with disability who are not eligible for the Scheme (20% of time)	1) Capacity building of people with disability and their families and carers	a medium level of focus	less focus of effort	a medium level of focus
	2) Information, linkage and support for people with disability and their families and carers	a medium level of focus	less focus of effort	a medium level of focus
	3) Eligibility information	dominant focus of effort	less focus of effort	N/A
Assist Participants in the Planning process	4) Pre-Planning - Capacity building with Participants and their families and carers	dominant focus of effort	less focus of effort	less focus of effort
	5) Pre-Planning – Information, linkage and support for Participants their families and carers, as well as for the	dominant focus of effort	a medium level of focus	less focus of effort

Phases of the Scheme	LAC Function	Prior to Phasing focus of effort	Phasing period focus of effort	Post Phasing focus of effort
	community, Mainstream Services and Foundational Supports providers			
	6) Develop Plans	NA	a dominant level of focus	NA
	7) Implement, monitor and reassess Plans	NA	NA	dominant focus of effort
Build community inclusion	8) Capacity building of the community	less focus of effort	less focus of effort	dominant focus of effort
	9) Information to Providers about the Scheme to assist Participants to implement their Plans	a medium level of focus	less focus of effort	dominant focus of effort
	10) Information to mainstream services on the interface with the Scheme and how best to develop a collaborative approach to addressing the needs of people with disability	a medium level of focus	less focus of effort	dominant focus of effort

- 1.4 The Partner will, through their experience and understanding of their local specific region, support both the community and individuals aged between nine and sixty-five years with a disability, their families and carers. This includes NDIS Participants and people with disability who are not NDIS Participants. On turning 65, some Participants may elect to remain in the NDIS, rather than transition to the aged care system, and LAC Partners will continue to support these individuals.
- 1.5 The Partner will assist the wider community to understand the role that the community plays in fostering inclusion and delivering on the policy priorities of Australia's Disability Strategy (formerly known as the National Disability Strategy).
- 1.6 The Partner will help to explain the NDIS and ensure all people with disability and their families and carers are able to connect to existing community and cultural activities and mainstream services.
- 1.7 The Partner plays an important part in supporting people with disability to access the NDIS where relevant.
- 1.8 The Partner assists people to develop and reflect on their goals and aspirations and identify the available supports that will assist them in working towards and achieving those goals.
- 1.9 The Partner must deliver the Functions detailed in clauses 2-10 of this SOW in a manner that is aligned to the foundations of the NDIS Local Area Coordination (LAC) Approach under the NDIS, that is:
 - (a) Place based;
 - (b) Relationship and partnership based;
 - (c) Outcomes focused;
 - (d) Strengths based; and
 - (e) Person and community centred.
- 1.10 The Partner must understand the insurance principles that underpin the NDIS, as described in the NDIS Operational Guidelines. The Partner must work in a flexible, innovative and individualised way to connect people with

disability to supports that best meet their needs. The Partner must apply the NDIS LAC approach with the aim to achieve outcomes for people with disability, their families or carers that enables people with disability to build their capacity and independence, increase their social and economic participation and reduce their reliance on funded supports in the long term.

1.11 The Partner will deliver supports across the following Functions:

- (a) LAC in the Community
 - (i) Function 1: Community Capacity Building
- (b) LAC for Individuals, Families and Carers
 - (i) Function 2: Individual Capacity Building
 - (ii) Function 3: Information Provision
 - (iii) Function 4: Connecting to Supports
 - (iv) Function 5: Assessment and Information Gathering
 - (v) Function 6: Developing Goals and Aspirations
 - (vi) Function 7: Monitoring and Check-ins
 - (vii) Function 8: Scheme Access Support
 - (viii) Function 9: NDIS Plan Budget Development

1.12 Foundational Supports is a key area of reform identified by the NDIS Review, which recommends investment in foundational supports to bring fairness, balance and sustainability to the ecosystem supporting people with disability. The Partner acknowledges that during the Contract Period, as Foundational Supports become available, the Partner will make appropriate linkages to Foundational Supports on the same basis as linkages to community and mainstream services, as described in the LAC Functions detailed in Schedule 2, clauses 2-10.

2. **Function 1: Community Capacity Building**

2.1 Overview

- (a) The Partner will work with communities to ensure all people with disability benefit from a more inclusive and accessible Australia. The

Partner will support communities to be responsive to the needs of people with disability and to develop the ability and motivation to take ownership to drive and sustain inclusion in their local area.

- (b) The Partner will support communities to be responsive to the needs of individual children and their families or carers, and to develop the ability and motivation to take ownership to drive and sustain inclusion in their local area.

2.2 Principles

- (a) The Partner will take a community-centred/placed-based approach to the work they do in the community, acknowledging that communities have different characteristics, needs and perspectives.
- (b) The Partner will be responsive to the priorities, needs and aspirations of the communities in which they work.
- (c) The Partner will aim to build community capacity to enable communities to lead change and support inclusion independently in the longer term.
- (d) The Partner will have a sound understanding of the fundamental role that community, Mainstream Services and Foundational Supports, and other government supports will play to ensure the health, education and social interaction and inclusion of people with disability.
- (e) The Partner will encourage innovative solutions and work to support community services to adopt more inclusive policies and practices that support the engagement of people with disability.
- (f) The Partner will collaborate with community-based organisations to build and expand opportunities for greater social participation and a shift in societal beliefs and structures so that people with disability and their families or carers feel empowered and valued in all community settings.
- (g) The Partner will work to amplify the voices and leadership of people with disability in influencing change.

2.3 Requirements

- (a) The Partner will complete community capacity building activities in line with guidance and Standard Operating Procedures set by the NDIA.
- (b) The Partner will have a strong knowledge and understanding of the context and diversity in their communities. They will understand and keep abreast of the social, demographic, environmental, economic, political and cultural factors of their community.
- (c) The Partner will identify and connect with key stakeholders in the community to build their capacity to include and support the needs of individual people with disability.
- (d) The Partner will share information with communities so they can respond to the needs of their members. Delivery of information may include, but is not limited to:
 - (i) Proactively reaching out to community groups, government services and local businesses to provide tailored information.
 - (ii) Conducting engagement activities with the community.
 - (iii) Developing communication and marketing materials for the community in accordance with the NDIA branding guidelines.
- (e) The Partner will work with community, mainstream and Foundational Supports organisations to increase their capacity to provide services and supports that ensure that people with a disability can fully participate in a way that is meaningful and increases their capacity to participate in their community.
- (f) The Partner will work in partnership with the community, government services and the NDIA to enable the delivery of effective supports and contribute to outcomes and safeguarding.
- (g) As prescribed by the NDIA in guidance and Standard Operating Procedures, the Partner will:
 - (i) Identify and document existing community assets and work with people with disability and communities to strengthen and leverage these resources.

- (ii) Prepare a Community Capacity Building Plan, in accordance with clause 2.10 of this SOR, that outlines community capacity building activities the Partner aims to undertake and the corresponding outcomes they aim to achieve, and submit to the NDIA for approval by the date specified in Attachment 1 of the Contract.
- (iii) Responds to existing and arising needs of people with disability in the community and the community itself.
- (iv) Take into consideration and work collaboratively with other complimentary programs, such as Early Childhood Partner activities, Information, Linkage and Capacity Building (ILC) Grants and other relevant government activities.
- (v) Monitor the Community Capacity Building Plan closely and report quarterly to the NDIA on plan progress and outcomes achieved, and evaluate the activities within the plan as requested.
- (vi) Update the Community Capacity Building Plan each year.
- (h) The Partner will identify and document systemic and individual issues for people with disability in their service area. The Partner will contribute these insights to the NDIA to inform policy development and ongoing NDIS improvements.
- (i) The Partner will work with the NDIA to shape local and regional markets and community capacity building priorities that create more inclusive and accessible communities for people with disability and their families and carers.

3. **Function 2: Individual Capacity Building**

3.1 Overview

The Partner will support people with disability to develop the skills, motivation and confidence to self-advocate, make their own decisions and access services in line with their support needs.

The aim of individual capacity building is to increase independence and choice and control, as people with disability can make informed decisions, communicate their preferences, and have their voice heard.

3.2 Principles

- (a) The Partner should aim to increase opportunities for people with disability to be actively engaged in making decisions about their life.

3.3 Requirements

- (a) The Partner will conduct individual capacity building activities with:
 - (i) People with disability in the broader community who are not NDIS Participants, and their family or carers.
 - (ii) NDIS Participants, and their family or carers.
- (b) The Partner will work with people with disability in the broader community, NDIS Participants and their families and/or informal supports to build their capacity to self-direct, access and manage available supports.
- (c) The Partner's delivery of individual capacity building may include, but is not limited to:
 - (i) Providing general or targeted information about community or mainstream services;
 - (ii) Assisting people with disability to develop the skills, motivation and confidence to advocate for themselves, access relevant information and express what they want so they can access the supports that are right for them;
 - (iii) Coaching and mentoring people with disability to enable them to make informed decisions; and

- (iv) Supporting development of leadership skills for people with disability, for them to assume leadership roles within their community.
- (d) The Partner will work together with families, carers and circles of support to identify solutions to strengthen family and carer-based skills to address the needs of the individual, wherever possible.
- (e) When conducting the individual capacity building function, the Partner will work in line with the NDIS Act and, guidance and Standard Operating Procedures set by the NDIA.

4. **Function 3: Information Provision**

4.1 Overview

- (a) The Partner will assist people with disability to access accurate, timely and accessible information relevant to their needs so they can make informed decisions and gain greater control in their lives.

4.2 Principles

- (a) The Partner will share information that builds a person with disability's understanding of their rights and the supports available to them in the wider community, and their understanding of the NDIS.
- (b) The Partner will use their local knowledge to offer personalised information to people with disability about the supports and opportunities available to them.
- (c) The Partner will provide information to people with disability in a format that is accessible and culturally appropriate.

4.3 Requirements

- (a) The Partner will provide useful information to:
 - (i) People with disability in the broader community who are not NDIS Participants, and their family or carers.
 - (ii) NDIS Participants, and their family or carers.

- (b) The Partner, in collaboration with the NDIA, will inform the community about the NDIS, the LAC approach, and NDIS responsibilities, processes and functions in line with Principles to Determine the Responsibilities of the NDIS and Other Service Systems.
- (c) The Partner will communicate information about programs and services offered by mainstream supports that are available to all Australians, including people with disability, such as education, health, housing and transport services.
- (d) The Partner will identify where there are gaps in information about mainstream services that may address the needs of people with disability in their community.
- (e) When conducting the information provision function, the Partner will work in line with the NDIS Act and guidance and Standard Operating Procedures notified by the NDIA.

5. **Function 4: Connecting To Supports**

5.1 Overview

The Partner's primary role is to support people with disability to connect to funded and / or unfunded supports that help the person to work towards their vision of a good life.

The Partner will support all people with disability in their community, including Participants, to connect to community, mainstream and Foundational Supports that are available to them.

The Partner will support Participants to understand how to use their NDIS plan and make connections to funded supports of their choosing in addition to their community, mainstream and Foundational Supports.

5.2 Principles

- (a) The Partner will have strong community connections. They will help to link people with disability, and their families or carers with supports and services, including community, Mainstream Services and Foundational Supports to help with their individual needs and goals.

- (b) The Partner will assist and encourage Participants to make informed choices about using their NDIS plan to maximise independence and participation in the community.

5.3 Requirements

- (a) The Partner will provide support for connecting to services for:
 - (i) People with disability in the broader community who are not NDIS Participants, and their family or carers.
 - (ii) Participants, and their family or carers.
- (b) For all people with disability, the Partner will work to understand the current support networks and community, mainstream and Foundational Supports connections in the person with a disability's life and provide timely information and referral to other community, Mainstream Services and Foundational Supports where this is appropriate for the person's needs.
- (c) The Partner may, where appropriate, work with community, Mainstream Services and Foundational Supports to:
 - (i) Explain the person's needs.
 - (ii) Facilitate access to services.
- (d) The Partner will facilitate peer support opportunities by bringing people with disability, their families and carers together to learn from each other through sharing information and support within the context of their communities.
- (e) Once an NDIS Plan is approved the Partner will contact a Participant within the timeframes prescribed by the NDIA to discuss their NDIS Plan.
- (f) With an NDIS Plan, the Partner will ensure the person with disability and their families or carers understands:
 - (i) Any reasonable and necessary supports that have been funded in their NDIS Plan, including the intent of these supports.
 - (ii) How the funded supports will be managed.

- (iii) Ways to monitor their NDIS Plan and achievement of outcomes.
 - (iv) The importance of maintaining a focus on the community, mainstream and Foundational Supports available.
 - (v) The responsibilities of the provider in delivering NDIS funded supports.
 - (vi) Processes for providing feedback, making a complaint and exploring their review rights.
- (g) The Partner will provide practical supports for implementing an NDIS Plan which may include, but is not limited to:
- (i) Assistance to connect with relevant community, mainstream and Foundational Supports.
 - (ii) How to access and use the MyPlace portal.
 - (iii) Finding and engaging with providers delivering best practice supports.
 - (iv) Review NDIS Plan utilisation.
 - (v) Refer to provider or NDIA to resolve service and payment issues.
- (h) In preparing a Participant who may no longer meet the NDIS eligibility requirements, the Partner will provide support to make sure appropriate community, mainstream and Foundational Supports connections are in place to foster a smooth transition out of the NDIS and back into the community.
- (i) When conducting the Connecting to Supports Function, the Partner will work in line with the NDIS Act and guidance and Standard Operating Procedures set by the NDIA.

6. **Function 5: Assessment And Information Gathering**

6.1 Overview

Assessment and information gathering will be a core function for the Partner. All information and evidence gathered as a part of this function supports the Partner to successfully and proficiently deliver on other Partner functions.

The Partner will input information and evidence gathered on the person with disability into the NDIA IT System. This supports the development and ongoing reassessment of selected elements of the person's NDIS Plan, such as, information about the person, their life, and functional capacity.

6.2 Principles

- (a) The Partner should place emphasis on building trusting relationships and getting to know people with disabilities in the context of their family, friends, culture and community.
- (b) The Partner should meet the person with disability and their family or carer in their preferred location to complete assessment and information gathering activities.

6.3 Requirements

- (a) The Partner will provide assessment and information gathering services for:
 - (i) People with disability in the broader community who are not NDIS Participants, and their family or carers.
 - (ii) NDIS Participants, and their family or carers.
- (b) The assessment and information gathering function can take place across multiple points throughout a person's journey with the NDIS and can occur when a person with disability is;
 - (i) Requesting support to connect into community, Mainstream Services and Foundational Supports, with or without having an NDIS Plan, as outlined in Function 4 - Connecting to Supports.
 - (ii) Participating in monitoring or check-in activities, including reassessing an NDIS funded Plan, as outlined in Function 7 - Monitoring and Check-ins.
 - (iii) Applying for the NDIS or having a reassessment of their eligibility, as outlined in Function 8 - Scheme Access Support.

- (c) When providing assessment and information gathering services, the Partner will work in line with the NDIS Act and guidance and Standard Operating Procedures set by the NDIA.
- (d) Upon receipt of a referral, the Partner will contact the referred family within timeframes set by the NDIA and meet with the person with disability and their family or carer to gather relevant information to develop an initial record on the NDIA IT System.
- (e) The Partner will conduct functional assessments / tools, as directed by the NDIA, to assist the NDIA to determine reasonable and necessary funded supports to be included in their NDIS Plan.
- (f) The Partner will ensure all information captured about the person with disability is recorded in the NDIA IT System, including functional information and evidence gathered.
- (g) When conducting the assessment and information gathering function, the Partner will work in line with the NDIS Act and guidance and Standard Operating Procedures set by the NDIA.

7. **Function 6: Developing Goals And Aspirations**

7.1 Overview

The Partner will support people with disability to consider what a good life means to them, develop a vision for their future and determine how to work towards what is important for them.

Working alongside a person with disability, the Partner helps to set and document goals and understand what it will take to achieve outcomes.

7.2 Principles

- (a) The Partner will take an outcomes-focused and strengths-based approach and work alongside people with disability to identify and work towards the outcomes they want to achieve.
- (b) The Partner will recognise people with disability as the experts in their own life and take time to listen to their stories and develop a shared

understanding of what life looks like for them and what they hope to achieve in the future.

7.3 Requirements for NDIS Participants

- (a) The Partner will complete this function with NDIS Participants, when developing their NDIS Plan.
- (b) The Partner will develop an understanding of the person with disability's needs and document the person's goals and how their support needs will be met in the NDIA IT System.
- (c) The Partner will support people with disability to identify and prioritise steps to work towards their goals. These steps are then broken down into practical actions which the Partner can assist to implement, drawing on the person's natural networks of support, alongside local community connections, mainstream services and, if applicable, funded supports.
- (d) The Partner will use information from the person with disability and any providers of supports selected by the person with disability to report on the outcomes that have been achieved.
- (e) When conducting the developing goals and aspiration function, the Partner will work in line with the NDIS Act and guidance and Standard Operating Procedures set by the NDIA.

7.4 Requirements for non NDIS Participants

- (a) The Partner will complete this function with people with disability who are not NDIS Participants but may require additional support to connect to community, Mainstream Services and Foundational Supports. Where appropriate, the person's story, their goals, and current informal, community, mainstream and Foundational Supports will be documented in a Community Connections Plan for the person.

8. **Function 7: Monitoring And Check-Ins**

8.1 Overview

The Partner provides follow up support and check-ins to review progress and provides any additional support needed to implement the person's NDIS

Plan. They ensure that the community, mainstream and funded services are working towards outcomes and meeting the needs of the person with disability.

8.2 Principles

- (a) The Partner will continue to highlight the role of informal, community, mainstream and Foundational Supports in regards to the goals set out in a person's NDIS Plan.

8.3 Requirements

- (a) The Partner will complete this function with Participants.
- (b) For all Participants requiring monitoring and check-in support, the Partner will undertake the following activities in line with guidance and Standard Operating Procedures set by the NDIA:
 - (i) Respond to any NDIA IT System triggers or reporting and monitoring outcomes that alert the Partner to reassess the person's NDIS Plan and connect with the Participant.
 - (ii) Complete regularly scheduled check-ins, as agreed with the Participant.
 - (iii) Respond to any ad hoc requests for a check-in made by the Participant.
- (c) As directed by the NDIA, the Partner will complete required tasks resulting from a monitoring or check in activity and support the Participant, their families or carers with any actions required on their part. Some of these tasks may be, but are not limited to:
 - (i) Monitoring goal achievement and updating goals and aspirations, in line with Function 6 - Developing Goals and Aspirations.
 - (ii) Providing individual capacity building support, in line with Function 2 - Individual Capacity Building.
 - (iii) Providing support to make additional connections or access other supports to implement an NDIS plan, in line with Function 4 - Connecting to Supports.

- (iv) Considering the NDIA's on-going eligibility requirements, in line with Function 8 - Scheme Access Supports.
 - (v) Following NDIA's escalation process if the Partner identifies that an Participant is at risk.
 - (vi) Referring to an NDIA Delegate to change an NDIS Plan or reassess the Participant's eligibility for the NDIS.
- (d) When a Participant is approaching their ninth birthday, the LAC Partner and EC Partner will work collaboratively to ensure the smooth transition from early childhood services to LAC Services.
 - (e) When conducting the monitoring and check-in function, the Partner will work in line with the NDIS Act and guidance and Standard Operating Procedures set by the NDIA.

9. **Function 8: Scheme Access Support**

9.1 Overview

The Partner is one of the primary NDIS contacts for people with disability who may be eligible to become an NDIS Participant.

The Partner assists, where appropriate, people with disability to understand the access criteria and process, and work alongside them to help test their eligibility for the NDIS.

9.2 Principles

- (a) The Partner may receive and accept referrals from the NDIA's national contact centre, general practitioners or other health professionals.
- (b) The Partner will continue to actively support a person with disability to connect to local community, Mainstream Services and Foundational Supports while an access request is being processed by the NDIA.
- (c) The Partner will engage in conversations with NDIS Participants, and their families or carers, about ongoing eligibility for the Scheme, particularly where there is a likelihood that they may no longer be eligible in the future.

9.3 Requirements

- (a) The Partner will guide people with disability, their families or carers to understand what supports are available to them in the local community prior to testing eligibility for the NDIS.
- (b) Where appropriate, the Partner will provide Scheme Access Support to people with disability who are likely to be eligible for the NDIS.
- (c) The Partner will provide individualised support to people with disability through the provision of information and support to understand;
 - (i) The access criteria or eligibility requirements and process, including what information and evidence is required.
 - (ii) An access decision and what the next steps are for both access met, and access not met decisions.
 - (iii) The parameters around continued eligibility for the NDIS.
- (d) Upon receipt of a referral, the Partner will contact the person with disability within set timeframes set by the NDIA and meet with the person to gather relevant information to develop an initial NDIS profile.
- (e) If the person with disability, family or carer has the evidence and documents to make an access request as required by the NDIA in accordance with the NDIS Act and guidance and Standard Operating Procedures, the Partner will:
 - (i) Assist the person with disability to complete an access request.
 - (ii) Complete the agency tools and information gathering requirements to support an application for access, as outlined in Function 5 - Assessment and Information Gathering.
 - (iii) Support the person with disability to make contact with the NDIS to make an access request, if needed.
- (f) The Partner will provide the NDIA with all information required by the NDIA Delegate to make a decision on the Access Request, including, but not limited to:

- (i) Ensuring all information captured about the person with disability is recorded in the NDIA IT System, including functional information and evidence gathered.
 - (ii) All reports and documentation in relation to the interaction with the person with disability including any factors which may inform the timeframe to commence planning; and
 - (iii) All community connections and person with disability links with mainstream services.
- (g) The Partner will support the NDIA with active outreach to identify and support people with disability who may not seek assistance from the NDIS but may be eligible to become an NDIS Participant.
- (h) The Partner will support people with disability that receive an access not met decision by an NDIA Delegate to ensure they are appropriately connected to the community, mainstream and Foundational Supports, as outlined in Function 4: Connecting to Supports.
- (i) The Partner will commence proactive discussions with Participants, their families and carers, who may be identified as no longer meeting the eligibility requirements for the NDIS and submit a referral for an eligibility reassessment at the appropriate time.
- (j) The Partner will actively support Participants who may no longer meet the NDIS eligibility requirements to transition from the NDIS. Support may include, but is not limited to:
- (i) Reassessing the Participant's NDIS Plan and celebrating their achievements.
 - (ii) Providing information and guidance on connecting with existing service providers to ensure connections with community, mainstream and Foundational Supports are in place and all parties are aware of the potential transition and their role in facilitating a smooth transition out of the NDIS for the Participant.

- (k) When conducting the Scheme Access Support Function, the Partner will work in line with the NDIS Act and guidance and Standard Operating Procedures set by the Agency.

10. **Function 9: NDIS Plan Budget Development**

10.1 Overview

- (a) The Agency may, following prior notice and consultation with the Partner and having regard to the Partner's operational capacity, allocate work items to the Partner that involves helping NDIA Delegates to determine, and NDIS Participants and their families or carers to understand, what reasonable and necessary funded supports are to be included in a Participant's NDIS Plan. These funded supports make up a draft plan budget that is submitted by the Partner, through the NDIA IT System, to an Agency Delegate for approval.
- (b) If the Agency allocates work items to the Partner under with this clause 10.1, then:
 - (i) clauses 10.2 and 10.3 will apply; and
 - (ii) the Partner will be required to work flexibly in accordance with clause 5.7 of the Contract.
- (c) Building an appropriate plan budget in a timely manner allows NDIS Participants to access the funded supports they need alongside community, mainstream and Foundational Supports.
- (d) The NDIS plan budget is just one component that makes up an NDIS Plan. The other components of an NDIS Plan, such as a statement about the person, goals and aspirations, and community, mainstream and Foundational Supports, will be completed by the Partner through other functions.

10.2 Principles

- (a) Partners should use holistic, person-centred and strengths-based approaches when developing an NDIS plan budget.

- (b) Partners should take a lifetime approach when determining a Participant's funded supports, in line with the Agency's insurance principles.

10.3 Requirements

- (a) This function will be completed by Partners for NDIS Participants only. Partners will complete this function for people with disability aged 9 and over.
- (b) The Partner will conduct this function with a new Participant and their family or carer when developing their first NDIS Plan, or an existing Participant and their family or carer when they are developing subsequent NDIS Plans.
- (c) When developing an NDIS plan budget, the Partner will consider the need to ensure the financial sustainability of the NDIS and work in accordance with the NDIS Act.
- (d) For all Participants requiring NDIS plan budget development support, the Partner will undertake the following activities in line with guidance and Standard Operating Procedures set by the Agency:
 - (i) Make recommendations for funded supports to be included in an Participant's NDIS Plan for consideration by NDIA Delegates in line with NDIS reasonable and necessary criteria.
 - (ii) Document funded support recommendations and reasonable and necessary justifications in Agency IT System.
 - (iii) Ensure all relevant NDIS Plan details are complete and submitted through the NDIA IT System for NDIA Delegate approval.

Schedule 3 - Management Services

1. **Overview**

- 1.1 The Partner must operate systems, tools, processes and procedures that ensure effective delivery of the Services.
- 1.2 Where possible, the Partner must use existing operational capabilities to ensure effective delivery of the Services.

2. **Manage quality and standards**

- 2.1 The Partner must throughout the Contract Period:
 - (a) comply with the National Standards for Disability Services; or
 - (b) demonstrate the alignment of the Partner's quality assurance standards to those standards.

3. **Critical Incident Reporting**

- 3.1 The Partner must comply with in the Victorian Government "Critical client incident management instruction" (Link removed), with respect to reporting requirements for critical incidents, as if the Partner were funded by the Victorian Department of Human Services to provide disability services.
- 3.2 The Partner must ensure that there are systems and processes in place to comply with tight reporting timelines in the "Critical client incident management instruction".
- 3.3 Wherever the Partner is notified of a critical incident, the Partner must complete a critical incident report, unless the Partner is satisfied that the incident has already been reported. The critical incident report will be provided to the Victorian Department of Human Services and be recorded in the Agency IT System in respect of the person with disability who may be affected by the incident.

4. **Manage complaints and feedback**

- 4.1 For all complaints made either directly to the Partner, or referred to the Partner by the Agency, the Partner must assess and promptly record those complaints and feedback in the Agency IT System, in accordance with the

Agency's Complaints and Feedback Policy and the complaints and feedback training provided by the Agency in Initial Training. (This responsibility includes prompt recording of all interactions undertaken during the investigation of the complaint.)

- 4.2 Where a complaint is unable to be resolved or is identified as meeting one of the Agency complaint escalation reasons, the Partner must refer the complaint to the Agency using the Agency IT System and draw the complaint to the immediate attention of the Agency's National Complaints Team. The Partner may be required to assist in the complaint investigation if further information is required.

5. **Support for Internal Reviews and AAT Reviews**

- 5.1 A Local Area Coordinator /EC Coordinator does not have authority to make a decision affecting a person's status or entitlements under the NDIS Act.
- 5.2 A Local Area Coordinator/EC Coordinator, however, gathers information that may be relevant to, or used by decision-makers in the Agency. This includes information relevant to deciding whether a person should be given access to the Scheme and what Reasonable and Necessary supports should be included in the Plan created for a Participant in the Scheme.
- 5.3 A Local Area Coordinator /EC Coordinator may also play an important part in the Agency deliberations where a person is dissatisfied with a decision and requests a review by an officer in the Agency authorised to review a decision. The Local Area Coordinator/ EC Coordinator may have information that has not been recorded on the Agency IT System, but which may be relevant to the issues considered in the outcome of the request for review. The Partner will facilitate Agency access to this information.
- 5.4 A person dissatisfied with a decision of the Agency, after proceeding through Internal Review, if still dissatisfied, may apply to the Administrative Appeals Tribunal (AAT) for it to review the decision. Again, often work done by a Local Area Coordinator will be made available to the AAT.
- 5.5 Occasionally, where it might aid the AAT, a Local Area Coordinator, EC Coordinator or Partner who has had involvement in a matter before the AAT may be required to give evidence explaining their notes or material.

- 5.6 The Partner must have systems in place to record information it is required by the Contract to record in the Agency IT System promptly and must be able to demonstrate that the information in question was recorded promptly. (In these circumstances 'promptly' means within five working days unless exceptional circumstances exist to justify a longer delay to ensure that the Agency or the person seeking the review is not disadvantaged.)

6. Performance and Strategic reporting

- 6.1 The Agency IT System will support the provision of performance, management and business intelligence reports relating to the performance of the Services.

- 6.2 The Partner will have access to data on the Agency IT System that can be used as the basis for complying with the requirements in the Performance Management Framework at Attachment 8 of the Contract.

- 6.3 The Partner must provide a Quarterly Strategic Report in accordance with, and by the date specified in, the Contract and the SOW which includes, for the period covered by the report:

- (a) strategies deployed to drive change in the core measures of community inclusion arising from the implementation of the Community Capacity Building Plan;
- (b) lessons learned and recommendations regarding how to improve Services delivery and communication with other Partners;
- (c) a consideration of any significant changes in the service delivery environment which may be regarded as impacting upon the availability and/or delivery of Services; and
- (d) issues proposed to contribute to the improvement and enhancement of the Services (and in particular, to improve the value of the Services).

- 6.4 Quarterly Strategic Reports will be used:

- (a) to inform the development of, and improvement on any guidelines, policies, procedures or legislation relevant to delivery of the Services; and

(b) to inform Agency reporting.

6.5 The Partner must provide the reports and information specified in Attachment 8 to the Agency.

7. **Completion reporting**

7.1 The Partner must provide a Completion Report in the timeframe set out in clause 10 of this SOW, which summarises and reviews the Services provided by the Partner during the Contract Period. The Completion Report must include:

- (a) a review of the Services delivered by the Partner for each Service Area in which it provided the Services;
- (b) lessons learned relating to the delivery of the Services and as a result of evaluation and review of the Services; and
- (c) recommendations for the improvement of LAC and EC delivery.

8. **Record Keeping and Information Management**

8.1 The Partner must create and maintain full and accurate records of its performance of the Services, including:

- (a) Participant records and Client feedback in the Agency IT System;
- (b) all other Client Data in the Agency IT System;
- (c) identifying attendance numbers at all public forums, and wherever possible, obtaining the name and contact details of those attending;
- (d) not used; and
- (e) the creation of Contract Material.

8.2 When requested by the Agency, the Partner must provide any other records pertaining to the performance of the Services to the Agency within the timeframe reasonably required by the Agency.

8.3 The Partner must ensure that all information which this SOW requires to be recorded in the Agency IT System, including all information in relation to interactions between the Partner's Personnel and an individual Client, is:

- (a) recorded directly in the Agency IT System immediately when it is received (or where the Partner Personnel does not have internet connectivity at that time, the information is recorded and uploaded to the Agency IT System as soon as reasonably possible);
 - (b) accurate and complete; and
 - (c) sufficiently detailed to be used by the Agency and other Agency IT System users (including other providers of the Services, Providers and support coordinators for Participants).
- 8.4 The Partner must ensure that Client Data is kept secure and confidential in accordance with relevant privacy legislation and standards, including the Privacy Act and the NDIS Act.
- 8.5 The Partner must store all Client Data that has not otherwise been input into the Agency IT System in accordance with the *Privacy Act 1988* (Cth) and any other relevant legislation, and in accordance with any records management instructions provided to the Partner by the Agency from time-to-time.
- 8.6 The Partner must ensure that only authorised Partner Personnel have access to Agency Material, Agency Data and Client Data. In particular, the Partner must ensure that use of, and access to Client Data, is restricted to Personnel directly assisting the Partner with the provision of the Services to that Client.
- 8.7 The Partner must, and must ensure that its Personnel:
 - (a) use Agency Material, Agency Data and Client Data only for the purposes of fulfilling its obligations under this Contract and in accordance with the requirements of this Contract; and
 - (b) take all reasonable measures to ensure that Agency Material, Agency Data and Client Data is protected against:
 - (i) misuse, interference and loss;
 - (ii) unauthorised access, modification, or disclosure; and
 - (iii) any other misuse.
- 8.8 The Partner must ensure that Personnel with access to the Agency IT system confine their access to information which is directly relevant to the

performance of the Services. Any inadvertent access must be reported to the Agency immediately. Access to the personal data of restricted people (such as very important people and Agency or Partner Personnel) will be implemented through additional access control rules. The Agency IT System will log all user access and will generate reporting for browsing and fraudulent activity.

8.9 The Partner must:

- (a) subject to its obligations under law, not transfer, or be a party to an arrangement for the transfer of custody of the Client Data to any person, entity or organisation other than to the Agency, without the written approval of the Agency; and
- (b) only transfer Client Data in accordance with applicable law and the Agency's Records Management Instructions or as otherwise directed by the Agency.

8.10 Subject to any applicable law to the contrary, all records created in performing the Services maintained outside the Agency IT system must be retained by the Partner for a period of no less than seven years after the creation of the record, unless otherwise specified in the Records Management Instructions.

8.11 At the end of the Contract Period, the Partner must manage all records created in accordance with its obligations under any applicable law, the Agency's Records Management Instructions or as otherwise directed by the Agency.

8.12 All Local Area Coordinators/ EC Coordinators must therefore be aware of and understand any record creation and retention policies applicable to the Partner and apply them scrupulously in their work.

8.13 If the Partner becomes aware of a breach of this clause 8, it must immediately report that breach to the Agency.

9. **Personnel Management**

9.1 The Partner must have in place procedures for Personnel management that ensure capability for the effective management of all Personnel involved in

the provision of the Services including supervision, mentoring, development and evaluation of the performance of Personnel.

10. **Meetings**

10.1 The Partner must participate in the following meetings:

- (a) Team Leaders are to attend operational meetings on a weekly basis and on an as-needed basis, chaired and coordinated by the Agency to review and discuss the Service Area progress, performance management, and any issues and risks for escalation;
- (b) Area Liaison Personnel are to attend annual bi-lateral contract meetings with the Agency for the purposes of reviewing progress and trends against the Partner's performance;
- (c) other meetings of an operational or strategic nature as identified from time to time by the Agency or as requested by the Partner; and
- (d) specified in Schedule 7 (EC Partner Services)

10.2 The Partner may participate in meetings with the Agency by teleconference, video conference or in person.

10.3 The Partner must ensure that the relevant Partner Personnel specified are available to attend meetings as required by this SOW and answer any queries relating to the provision of the Services as required.

11. **Review and Evaluation of Services**

11.1 Well designed and delivered Services are a core element in effective Scheme implementation, delivering a proper focus and priority to each of the Scheme Objectives: choice and control for people with disability; making the most of what community, Mainstream Services and Foundational Supports have to offer; and delivering a Scheme that is financially sustainable. Consequently, the Partner must undertake an ongoing internal review and evaluate opportunities for continual improvement in their performance and the role of the LAC and EC.

11.2 The Partner must work together with the Agency or the Agency's nominee to review and evaluate the way the Services are provided with the aim of

building, refining and improving the way those Services are provided to achieve the Scheme Objectives. This will require:

- (a) regular, open, transparent engagement with the Agency network on opportunities, observations and experiences impacting the successful implementation of the Scheme; and
- (b) strategic engagement on a regular basis with the Agency and potentially other Partners other stakeholders on thematic scheme design and performance issues.

11.3 The Partner must:

- (a) actively participate in any evaluation of the Services undertaken or managed by the Agency to assess, each or any of the elements of the Services against the Bilateral Agreement and against the broader Scheme Objectives;
- (b) actively contribute ideas and experience to the Agency to foster continual improvement in the delivery of the Services through the day to day interactions with Agency staff; and
- (c) collaborate with the Agency to both describe and implement 'best practice' in the delivery of the Services as result of experience gained and evidence of outcomes and effective strategies are identified through performance of the Contract.

11.4 The Partner must participate in meetings at least quarterly with the Agency, either one-on-one or together with other LAC/EC providers, to explore opportunities for continual improvement in the delivery of the Services.

11.5 The Partner may also be required to participate in meetings with people appointed by:

- (a) the Agency to provide independent, external evaluation; and/or
- (b) signatories to the Bilateral Agreement.

11.6 The Partner must provide senior and experienced Personnel to participate in all meetings in an open and transparent manner, with a shared commitment to identifying opportunities for improvement in the delivery of the Services,

and sharing learning and experience with others involved in the delivery of the Services in other Service Areas, States and Territories.

- 11.7 The Partner must cooperate with the Agency and any Agency nominee to:
- (a) facilitate access to the Partner's premises to enable the Agency and any Agency nominee to observe the approach to Service delivery; and
 - (b) actively and creatively adopt new policies, practices and management accountabilities for the improved delivery of the Services.
- 11.8 The Partner must participate with the Agency in a review of its Standard Operating Procedures commencing six months from the Services Commencement Date, to determine whether the Standard Operating Procedures are effective in delivering the Services in accordance with this SOW, the NDIS Act, Rules and the Agency Operational Guidelines.
- 11.9 As a result of any of the reviews or evaluation described in this clause 11, the Agency may in its absolute discretion require the Partner to amend its Standard Operating Procedures.
- 11.10 All changes to the Standard Operating Procedures must be Accepted by the Agency in accordance with clause 11 of this SOW. The Partner must implement the changes to the Standard Operating Procedures as soon as practicable following acceptance of the Standard Operating Procedures by the Agency.
- 11.11 If the Agency directs the Partner to adopt a change to the Standard Operating Procedures and the Partner demonstrates that this has a price impact, then clause 5.1 of the Contract applies.

12. **Partner Change Delivery Approach**

- 12.1 The Partner Change Deliver Approach, available on the Agency Intranet, describes how the Agency and the Partner will work together to manage change in relation to the Services.
- 12.2 The Agency and the Partner agree to work collaboratively, in line with the Partner Change Delivery Approach to support the successful adoption of Agency change processes across the Partner's organization.

- 12.3 This will support Partner management to utilise a leader-led change approach to manage change.
- 12.4 To support the Partner Change Delivery Approach, the Agency will provide the Partner with:
- (a) clear rationale for changes, clear timelines and explain who is impacted including benefits for both the Partner and people with disability; and
 - (b) key training resources for Partner workforce trainers with agreed learning objectives and timelines, to allow the Partner the flexibility to deliver the learning at the times or ways that work best for their staff.

Schedule 4 - Transition Services

1. Overview

- 1.1 The objective of the Transition Services is service continuity. The Partner must work with the Agency and any new provider of the Services to:
 - (a) minimise any disruption or deterioration of the Services; and
 - (b) ensure there are effective strategies in place for the continuity of services for Clients,
 during the Transition Out Period.
- 1.2 During the Transition Out Period, the Partner must, in good faith, cooperate and reasonably assist the Agency and any new provider in order to deliver the Transition Out Services to achieve the objectives mentioned in clause 1.1 of this Schedule 4 (Transition Services) above.
- 1.3 Without limiting clause 1.2 of this Schedule 4 (Transition Services) above, from the start of the Transition Out Period, the Partner must:
 - (a) provide all information and assistance necessary or desirable to conduct the transition as efficiently and effectively as possible; and
 - (b) implement the Final Transition Out Plan as Accepted by the Agency.

2. Transition Out Period

- 2.1 The Transition Out Period will be:
 - (a) the period beginning three months prior to the expiry of the Contract and ending on the expiry of the Contract; or
 - (b) if the Contract is terminated earlier than the expiry date of the Contract, the three month period beginning on the date of the notice of termination in accordance with clause 30 (Termination of the Contract) of the Contract.

3. Transition Out Plan

- 3.1 The Partner must prepare and deliver to the Agency for Acceptance in the timeframe set out in clause 10 of this SOW a draft Transition Out Plan which:

- (a) describes how the Partner will transition the Services to the Agency or its nominee so as to:
 - (i) minimise any disruption or deterioration of the Services; and
 - (ii) ensure there are effective strategies in place for the continuity of services for Clients during the Transition Out Period, including allowing for:
 - (A) the opportunity for staff or the Agency or the Agency's nominee to accompany any Local Area Coordinators/ EC Coordinators in the performance of the Services for a period of time not exceeding four weeks; and
 - (B) the sharing of the Partner's workspaces by staff of the Agency or the Agency's nominee for a period of time not exceeding four weeks;
- (b) provides details of the Partner Personnel and other resources that will assist with the transition of the Services to the Agency or its nominee;
- (c) respects that the handover to the Agency or its nominee should be seamless to the Participants and Clients and allows for strategies to optimise this;
- (d) provides:
 - (i) details of the facilities and infrastructure used to deliver the Services;
 - (ii) copies of procedures manuals or operations manuals and training used by the Partner to deliver the LAC Services;
 - (iii) details of the Partner Personnel used to deliver the Services (and where appropriate identifies Personnel who would consider continuing to provide the Services for the Agency or the Agency's nominee; and
 - (iv) the number of Clients to whom the Partner delivers Services;
- (e) describes the Partner's approach to notifying Clients of the Partner about the transition;

- (f) describes the Partner's process to transfer Client Data to the Agency or its nominee in accordance with the Partner's legal obligations in relation to privacy;
- (g) describes the Partner's approach to transferring relevant Material and, wherever necessary, providing training for the Agency or its nominee;
- (h) describes all other things necessary or desirable to conduct the transition as efficiently and effectively as possible;
- (i) provides a detailed process and time table for conducting the transition; and
- (j) is provided in the format required by the Agency.

3.2 The Partner must update the Draft Transition Out Plan and deliver to the Agency for Acceptance in the timeframe set out in clause 10 of this SOW a Final Transition Out Plan.

4. **Knowledge transfer and training**

4.1 Before the end of the Transition Out Period, if requested by the Agency or its nominee, the Partner must provide to the Agency or its nominee:

- (a) any procedures manuals or operations manuals, including its Standard Operating Procedures;
- (b) a listing of other data files held by the Partner; and
- (c) any other information, records and documents reasonably required for the Agency or its nominee to assume responsibility for continued performance of the Services in an orderly manner so as to minimise disruption to Clients.

4.2 During the Transition Out Period, the Partner must do all things necessary or convenient to enable a new provider to provide the Services on and from the end of the Contract Period, including where directed by the Agency:

- (a) providing training to the Agency or its nominee;
- (b) providing the opportunity for staff of the Agency or its nominee to accompany any Local Area Coordinators in the performance of the Services for a period of time not exceeding four weeks;

- (c) allowing staff of the Agency or the Agency's nominee to share the Partner's premises for a period of time not exceeding four weeks; and
- (d) explaining its procedures and operations to new provider personnel.

5. Operational transition

- 5.1 The Agency will provide the final Transition Out Plan (and may also provide the draft Transition Out Plan) to a new provider.
- 5.2 The Partner must perform all other activities required to effect a smooth transition of operational responsibilities for the Services. This includes:
 - (a) continuing to accept Clients and otherwise provide the Services until the date of expiry or termination of the Contract;
 - (b) complying with any reasonable directions by the Agency to provide additional information related to the Services to the Agency or its nominee; and
 - (c) providing reasonable assistance to the Agency or its nominee with the movement of data from the Partner's existing systems or databases to the systems of the Agency or its nominee (including, for example, when data needs to be exported in a non-proprietary format).

Schedule 5- Not used

Schedule 6 - Service Areas and Timeframes

This Schedule sets out the Service Areas in which the Services are to be delivered by the Partner and the Services Commencement Dates for the delivery of the Services.

Service Area	Local Government Area	Date from which Pre- Phasing Activities are provided	Phasing commences (Services Commence ment Date)	EC Partner Services Commencement Date
Central Highlands	Ararat Ballarat (The Agency will have offices in Ballarat) Golden Plains Hepburn Moorabool Pyrenees	July 2016 (unless otherwise agreed by the Agency)	1 January 2017	1 January 2017

Annexure 1 to Schedule 6 – Estimated Volumes, Terminology and Participant Volumes

1. LAC Estimated Volumes

1.1 Two alternative LAC Service volumes tables are set out in the spreadsheet in Part B to the SOR as follows:

- (a) subject to clause 1.1(b) below, the first set of LAC Service volumes apply from 1 July 2023; and
- (b) upon written notification by the NDIA to the Partner of the commencement of the NDIA's national rollout of its new 'Participants, Platforms and Processes initiative (3P Initiative)', the second set of LAC Service volumes will apply.

1.2 The parties confirm the amounts set out in Schedule 6 are the amounts agreed for the purposes of this Agreement to be paid to the Partner, notwithstanding notification from the NDIA to the Partner of the commencement of the national rollout of the 3P Initiative.

2. LAC terminology

This LAC Terminology applies until the commencement of the national rollout of the 3P Initiative.

Commence LAC pre-planning

Commence LAC pre-planning is the number of participants that are due for a plan approval in six months' time, for which the following functions should be commenced prior to the approval for the participants' first plan:

- Community Awareness
- Assist with eligibility enquiries
- Recommend re-streaming of participants where required
- Community linkages
- Capacity building
- Completing data required to complete the Initial Plan

- Completing the Outcomes Framework.

Those participants streamed as General and Supported shown.

Complete LAC pre-planning

Complete LAC pre-planning is the number of participants for which the LAC pre-planning activities should be complete. The figure shown is equal to the number of participants shown six months prior in the item titled “Commence LAC pre-planning”.

Those participants streamed as General and Supported are shown.

Example: the number of participants undergoing the commencement of LAC pre-planning in September 2019 is the number of participants that complete LAC pre-planning by March 2020, and whose first plans are due to be approved in March 2020.

Commence plan reassessment 3 months prior

Plan reassessments commence 3 months prior to the due date for review.

The figure shown is the number of participants that are due for a plan reassessment in 3 months’ time. Those participants streamed as General and Supported are shown.

Plan reassessments do not equal the number of plans approved 12 months prior due to the following reasons:

- Re-streaming
- Participants with plan durations that are shorter or longer than 12 months
- Exits.

Example: the number of participants undergoing the commencement of the plan reassessments in September 2019 is the number of participants’ plans that are due in December 2019.

First plan implementation support

First plan implementation support figures are counted in the month that first plan approval is scheduled to occur, however activity is assumed to occur from this time until the participant's subsequent plan is approved (usually 12 months). It includes all effort required to monitor the plan and support the participant during the time the first plan is active.

First plan implementation support by Partners is only required for general and supported service streams. Participants who require service levels for Intensive and Super-intensive service streams are not included, therefore the number of participants is lower than the volumes shown under "Complete LAC pre-planning".

Plan reassessment implementation support

Plan reassessment implementation support figures are counted in the month the plan reassessment is due, but activity is assumed to occur from this time until the participant's subsequent plan is approved (usually 12 months). It includes all effort required to monitor the plan and support the participant during the time the plan is active.

Total plans implemented

Total plans implemented is a summary figure that shows the total number of participants (first plans, plus review plans) whose plans are due for approval in the month shown. It equals the number of participants shown for first plan implementation support, plus the number of participants shown for plan reassessment implementation support.

Ongoing participants

The number of ongoing participants takes into account those participants with an active plan who are undergoing any LAC service as at the end of each month. These participants are expected to be supported during the year through:

- Ongoing monitoring;
- Ongoing implementation support;
- Light touch unscheduled plan reassessments (as per Agency Task Card definitions);

- Unscheduled plan reassessments where the Agency has approved the significant change of circumstances requirement.

Those participants streamed as General and Supported are shown.

Support to people with disability requiring Information, Linkages and Capacity Building (ILC) and Community Capacity Building (CCB)

- Capacity building in the community for all people with disability;
- Working with communities and mainstream services;
- Working individually with people with disability who do not meet or have not tested the access requirements to become a participant;

Transition-out adjustments (applicable only in the transition out scenario per Table 1.6.3.2 of Attachment 4)

Transition out adjustments are derived such that the number of employees, and the associated costs, that are required to work on:

- “Commence LAC pre-planning” participants for the last 3 months of the extension contract, and
- “Commence plan reassessment 3 months prior” participants for the last 3 months of the extension contract

are excluded from the calculation of employee numbers and cost resourcing.

These participants’ plans are due for approval after the end of the extension period. Therefore, in advance effort, or prior plan reassessment effort, that is required in the last 3 months of the extension period are excluded.

LAC pre-planning examples

Example 1: First plan participants that are due for a plan approval in August 2023 are those where the plan approval occurs after the end of the extension period. The LAC pre-planning effort for these participants will commence in May 2023. The effort for these participants is excluded, because their plan approval due date occurs after the end of the extension period.

Plan reassessment 3 months prior examples

Example 2: plan reassessment participants that are due for a review plan approval in August 2023 are those where the plan approval occurs after the end of the extension period. The effort to commence the plan reassessment 3 months prior for these participants will commence in May 2023. The effort for these participants is excluded, because their plan approval due date occurs after the end of the extension period.

3. Local Area Coordination Services Terminology

This LAC Services Terminology applies from the commencement of the national rollout of the 3P Initiative.

Services Name	Service description	Volumes description
LAC Ongoing Participants at month end	N/A	The number of participants as at the month end that: • have an active Plan, and • were aged 9 or more years of age at the last Plan approved prior to the month end date (subject to age range transition note below) Note that the age of the participant is based on the last Plan approved prior to the month end date, not the age as at the month end date.
Community Capacity Building (hours)	LAC Partners build an understanding of their communities and the diversity that is within them. LACs engage with communities, share information and build and strengthen connections between people with disability and their community. LAC Partners conduct community capacity building activities that enable communities to be more responsive to the needs of people with disability. They help communities remove	The number of hours of Community Capacity Building activity provided during the month

Services Name	Service description	Volumes description
	barriers to inclusion and participation through awareness of the diverse needs and experiences of people with disability in their community.	
General Information Provision (hours)	LAC Partners assist people with disability to access accurate, timely and accessible information, which may be relevant to the NDIS or to their local community. These individuals have their needs met through a once-off interaction without requiring further progression to Community Connections and Supports or a Scheme Access Request.	The number of hours of General Information Provision provided during the month. This is based on intake for people with disability unlikely to receive funded supports, who are best supported via a once-off interaction.
Community Connections and Supports Plan	LAC Partners work alongside people with disability to tell their story and look to understand the individual's needs and what they want to achieve. People at this stage could be new to the NDIS, or have had an experience within the disability sector. If the person is likely to benefit from additional support, LAC Partners will support to build the person's capacity to find information and link to local community, Mainstream Services and Foundational Supports. Where appropriate, the person's story, their goals, and	Volumes are presented for the month of completion of this activity. This is based on expected intake for people with disability that are unlikely to require funded supports, and for people with disability who go onto become a participant, across the General, Supported, Intensive and Super Intensive streams.

Services Name	Service description	Volumes description
	current informal, community, mainstream and Foundational Supports will be documented in a plan for the person. The outcome of Community Connections and Support can result in two pathways for the person: 1) they have been appropriately supported by the Partner to get the information they need and make connections that meet their needs, or 2) they wish to test their eligibility for the NDIS and receive Scheme Access Support.	
Scheme Access Support	LAC Partners assist, where appropriate, people with disability to understand the NDIS access criteria and process, and will work alongside them to help test their eligibility for the NDIS. People who present at this stage may have already interacted with the Scheme or the Partner. They may have received Information Provision or Community Connections and Supports and the LAC Partner has determined they are likely to meet the Scheme's eligibility requirements. Alternatively, the person may decide that they would like to apply for the NDIS and would like the LAC Partner to support them to do this.	Volumes are presented for the month of completion of this activity. Volumes are based on expected intake for people with disability who go on to become a participant across the General, Supported, Intensive and Super Intensive streams.

Services Name	Service description	Volumes description
Plan Build	LAC Partners work with NDIS Participants to understand what reasonable and necessary funded supports are to be included in an NDIS Participant's plan and build an appropriate plan budget for an Agency delegate to approve. Plan Budget Development is completed after the person has been given access to the Scheme, or as part of a plan reassessment or variation.	There are no volumes presented for this function, as this activity is expected to be completed by Agency planners.
Plan Implementation	LAC Partners work closely with a Participant to assist them to make best use of their funded, community, mainstream and Foundational Supports in their plan. The plan implementation meeting occurs after the approval of a plan including both first plans and plan reassessments or variations. LAC Partners explain to NDIS Participants how they can use their NDIS plan to access supports and services they need to work towards their goals. This includes how to make best use of the reasonable and necessary funded supports in their NDIS plan and how it can complement their existing or new community, Mainstream Services and Foundational Supports.	Volumes are presented for the month of completion for implementation. This includes implementation for participants streamed as General and Supported. An implementation meeting is allocated for 100% of first plans and 100% of plan reassessments or variations that are approved on or after transition to the updated Agency business system.

Services Name	Service description	Volumes description
	LAC Partners help NDIS Participants to develop skills to understand and manage their NDIS plan. The Plan Implementation Meeting occurs after the approval of a NDIS plan at both first plans and plan reassessments or variations.	
Check-Ins	LAC Partners check-in with NDIS Participants to support the review of goal progress, plan utilisation, on-going Scheme eligibility and/or identification of any changes in circumstances that may require a variation of their NDIS plan. Check-Ins may be scheduled (prior to the end of funded supports) or unscheduled as initiated by the Agency or by the participant.	Volumes are presented for the month of completion of this activity. This is derived by applying the annual check-in frequency to 1/12 of ongoing Participants at month end. The volumes assume: Participants streamed General and Supported: 1 check-in per annum in FY24 and 1.25 check-ins per annum in FY25
Plan reassessments	LAC Partners offer support to NDIS Participants that may need to make changes to their plan. They support NDIS Participants to gather information ahead of plan reassessments conducted by the Agency. Plan reassessments can either be scheduled, as per a set	Volumes are presented for the month of completion of this activity.

Services Name	Service description	Volumes description
	date in the Agency business system, or unscheduled, which can be conducted by the Agency or at the request of the participant whereby the Agency has accepted the request.	
Ongoing implementation support	LAC Partners support NDIS Participants with ongoing support to use and manage their NDIS plan. Ongoing Participant Support occurs over the life of the NDIS plan and includes responding to NDIS Participant enquiries and requests for support with implementation challenges. It may also include administration and other monitoring activity at the direction of the Agency.	Volumes reflect the number of participants for which ongoing Plan implementation support is provided during the month. Volumes are presented for the month of completion of this activity. This is based on 1/12 of ongoing Participants at month end.

3A. **LAC Terminology applicable from 1 July 2025**

This LAC Services Terminology applies from 1 July 2025.

Activity Name	Service description	Volumes description
LAC Ongoing Participants at month end	N/A	The number of participants at the month end that: • have an active Plan, and • were aged 9 or more years of age at the month end date

Activity Name	Service description	Volumes description
Community Capacity Building (hours)	LAC Partners build an understanding of their communities and the diversity that is within them. LACs engage with communities, share information and build and strengthen connections between people with disability and their community. LAC Partners conduct community capacity building activities that enable communities to be more responsive to the needs of people with disability. They help communities remove barriers to inclusion and participation through awareness of the diverse needs and experiences of people with disability in their community.	The number of hours of Community Capacity Building activity provided during the month.
General Information Provision (hours)	LAC Partners assist people with disability to access accurate, timely and accessible information, which may be relevant to the NDIS or to their local community. These individuals have their needs met through a once-off interaction without requiring further progression to Community Connections and Supports or a Scheme Access Request.	The number of hours of General Information Provision provided during the month. This is based on intake for people with disability unlikely to receive funded supports, who are best supported via a once-off interaction.

Activity Name	Service description	Volumes description
Community Connections and Supports Plan	LAC Partners work alongside people with disability to tell their story and look to understand the individual's needs and what they want to achieve. People at this stage could be new to the NDIS or have had an experience within the disability sector. If the person is likely to benefit from additional support, LAC Partners will support to build the person's capacity to find information and link to local community and mainstream supports and services. Where appropriate, the person's story, their goals, and current informal, community and mainstream supports will be documented in a plan for the person. The outcome of Community Connections and Support can result in two pathways for the person: 1) they have been appropriately supported by the Partner to get the information they need and make connections that meet their needs; or	Volumes are presented for the month of completion of this activity. This is based on expected intake for people with disability that are unlikely to require funded supports, and for people with disability who go onto become a participant, across the General, Supported, Intensive and Super Intensive streams.

Activity Name	Service description	Volumes description
	2) they wish to test their eligibility for the NDIS and receive Scheme Access Support.	
Scheme Access Support	LAC Partners assist, where appropriate, people with disability to understand the NDIS access criteria and process and will work alongside them to help test their eligibility for the NDIS. People who present at this stage may have already interacted with the Scheme or the Partner. They may have received Information Provision or Community Connections and Supports, and the LAC Partner has determined they are likely to meet the Scheme's eligibility requirements. Alternatively, the person may decide that they would like to apply for the NDIS and would like the LAC Partner to support them to do this.	Volumes are presented for the month of completion of this activity. Volumes are based on expected intake for people with disability who go on to become a participant across the General, Supported, Intensive and Super Intensive streams.
Plan Build	LAC Partners work with NDIS Participants to understand what reasonable and necessary funded supports are to be included in an NDIS Participant's plan and build an appropriate plan budget for an NDIA delegate to approve. Plan Budget Development is completed after the person has	There are no volumes presented for this function, as this activity is expected to be completed by NDIA planners.

Activity Name	Service description	Volumes description
	been given access to the Scheme, or as part of a plan reassessment or variation.	
Plan Implementation	LAC Partners work closely with a Participant to assist them to make best use of their funded, community and mainstream supports in their plan. The plan implementation meeting occurs after the approval of a plan including both first plans and plan reassessments or variations. LAC Partners explain to NDIS Participants how they can use their NDIS plan to access supports and services they need to work towards their goals. This includes how to make best use of the reasonable and necessary funded supports in their NDIS plan and how it can complement their existing or new community and mainstream services and supports. LAC Partners help NDIS Participants to develop skills to understand and manage their NDIS plan. The Plan Implementation meeting occurs after the approval of a NDIS plan at both first plans and plan reassessments or variations.	Volumes are presented for the month of completion for implementation. This includes implementation for participants streamed as General and Supported. An implementation meeting is allocated for 100% of first plans. Plan reassessments and plan variations have an assumed take-up rate of 50%, based on current acceptance of plan implementation meetings.

Activity Name	Service description	Volumes description
Check-Ins	LAC Partners check-in with NDIS Participants to support the review of goal progress, plan utilisation, on-going Scheme eligibility and/or identification of any changes in circumstances that may require a variation of their NDIS plan. Check-Ins may be scheduled (prior to the end of funded supports) or unscheduled as initiated by the Agency or by the participant.	Volumes are presented for the month of completion of this activity. This is derived by applying the annual check-in frequency to 1/12 of ongoing Participants at month end. The volumes assume 1.25 check-ins per annum for participants streamed General and Supported.
Information Gathering for Plan Reassessments (additional effort)	LAC Partners offer support to NDIS Participants that may need to make changes to their plan. They support NDIS Participants to gather information ahead of plan reassessments conducted by the NDIA. Plan reassessments can either be scheduled, as per a set date in the NDIA business system, or unscheduled, which can be conducted by the NDIA or at the request of the participant whereby the NDIA has accepted the request.	Volumes are presented for the month of completion of this activity. Partner work effort is allocated for information gathering for plan reassessments for this volumes category.
Information Gathering for Plan	LAC Partners offer support to NDIS Participants that may need to make changes to their plan. They support NDIS	This volumes category represents the total volume of plan reassessments and is inclusive of the

Activity Name	Service description	Volumes description
Reassessments (total)	Participants to gather information ahead of plan reassessments conducted by the NDIA. Plan reassessments can either be scheduled, as per a set date in the NDIA business system, or unscheduled, which can be conducted by the NDIA or at the request of the participant whereby the NDIA has accepted the request.	volumes in “Information Gathering for Plan Reassessment (additional effort)”. Partner work effort associated with plan variations and no plan change are reflected in check-ins, ongoing implementation support and plan implementation (plan variation only) volume categories.
Ongoing implementation support	LAC Partners support NDIS Participants with ongoing support to use and manage their NDIS plan. Ongoing Participant Support occurs over the life of the NDIS plan and includes responding to NDIS Participant enquiries and requests for support with implementation challenges. It may also include administration and other monitoring activity at the direction of the NDIA.	Volumes reflect the number of participants for which ongoing Plan implementation support is provided during the month. Volumes are presented for the month of completion of this activity. This is based on 1/12 of ongoing Participants at month end.

4. **EC Estimated Volumes**

4.1 Two alternative EC Functions tables are set out in the spreadsheet in Part B to the SOR as follows:

- (a) subject to clause 3.1(b) below, the first set of EC Functions apply from 1 July 2023; and
- (b) upon written notification by the NDIA to the Partner of the commencement of the NDIA's national rollout of its new 'Participants, Platforms and Processes initiative (3P Initiative), the second set of EC Functions will apply.

4.2 The parties confirm the amounts set out in Schedule 6 are the amounts agreed for the purposes of this Agreement to be paid to the Partner, notwithstanding notification from the NDIA to the Partner of the commencement of the national rollout of the 3P Initiative.

5. **47(1)(b) - Commercially valuable information**

s47(1)(b) - Commercially valuable information - 45 pages removed

ATTACHMENT 4

Charges

1. Charges

The Charges are comprised of:

- (a) subject to clause 1.1 of this Attachment 4, a fixed fee set out in clause 1.7 below for the Establishment Services, which the Partner is entitled to invoice the Agency on the achievement of certain Milestones (**LAC Establishment Charges**);
- (b) subject to clause 1.2 of this Attachment 4, a one off payment set out in clause 1.7 for the EC Establishment Services which the Partner is entitled to invoice the Agency (**EC Establishment Charges**);
- (c) a fixed fee set out in clause 1.6 below of this Attachment 4 for Pre-Phasing Activities delivered by the Partner before the Services Commencement Date, which the Partner is entitled to invoice to the Agency;
- (d) a fixed fee set out in clauses 1.6-1.7 of this Attachment 4 for the other Services provided in each Service Area under the Contract during the Initial Term, which the Partner is entitled to invoice to the Agency on a calendar monthly basis in arrears from the Services Commencement Date until the expiry or earlier termination of the Contract (**Monthly Charges**); and
- (e) if the Agency exercises the option under clause 37, the Additional Transition Funds.

1.1 LAC Establishment Services

- (a) The Partner is entitled to invoice the Agency for the Establishment Charges on achievement of the Milestones as set out below. Regardless of whether the due date for the Milestone has passed, the Partner is not entitled to invoice the Agency until it has achieved the relevant Milestone.

- (b) The parties acknowledge and agree that it may be necessary for the Partner to undertake information technology-related tasks as part of the Establishment Services. No later than four weeks before the date on which the Partner commences providing any Services in the Service Area, or such later date as approved by the Agency the Partner must provide the Agency with:
 - (i) an itemised account of any amounts actually incurred by the Partner in undertaking information technology-related services as part the Establishment Services; and
 - (ii) original receipts or other documentation acceptable to the Agency evidencing those amounts.
- (c) If the total amount incurred by the Partner in undertaking information technology-related services (and supported by evidence that is acceptable to the Agency) is less than the amount payable for completion of Milestone 9b, the amount payable for completion of Milestone 9b will be reduced to that lesser amount.
- (d) To avoid doubt, the Partner will not be entitled to payment for Establishment Charges exceeding the total amount set out in clause 1.6 (as reduced in accordance with clause 1.1(c) of this Attachment 4), even if the amount actually incurred by the Partner in providing the Establishment Services is greater than the total amount set out in clause 1.6.

1.2

47(1)(b) - Commercially valuable information



47(1)(b) - Commercially valuable information



1.3 Contract Price

The total contract price is as specified in clause 1.6 below and is payable in accordance with clause 1.6 below. The parties agree and acknowledge that the Contract Price excludes the Establishment Costs specified in clause 1.2 above.

1.4 Pre-Phasing Activities before the Services Commencement Date

The Partner is entitled to invoice the Agency for the provision of the Pre-Phasing Activities for the amount specified in clause 1.6 below in equal monthly

instalments at the end of each calendar month following commencement of the Pre-Phasing Activities.

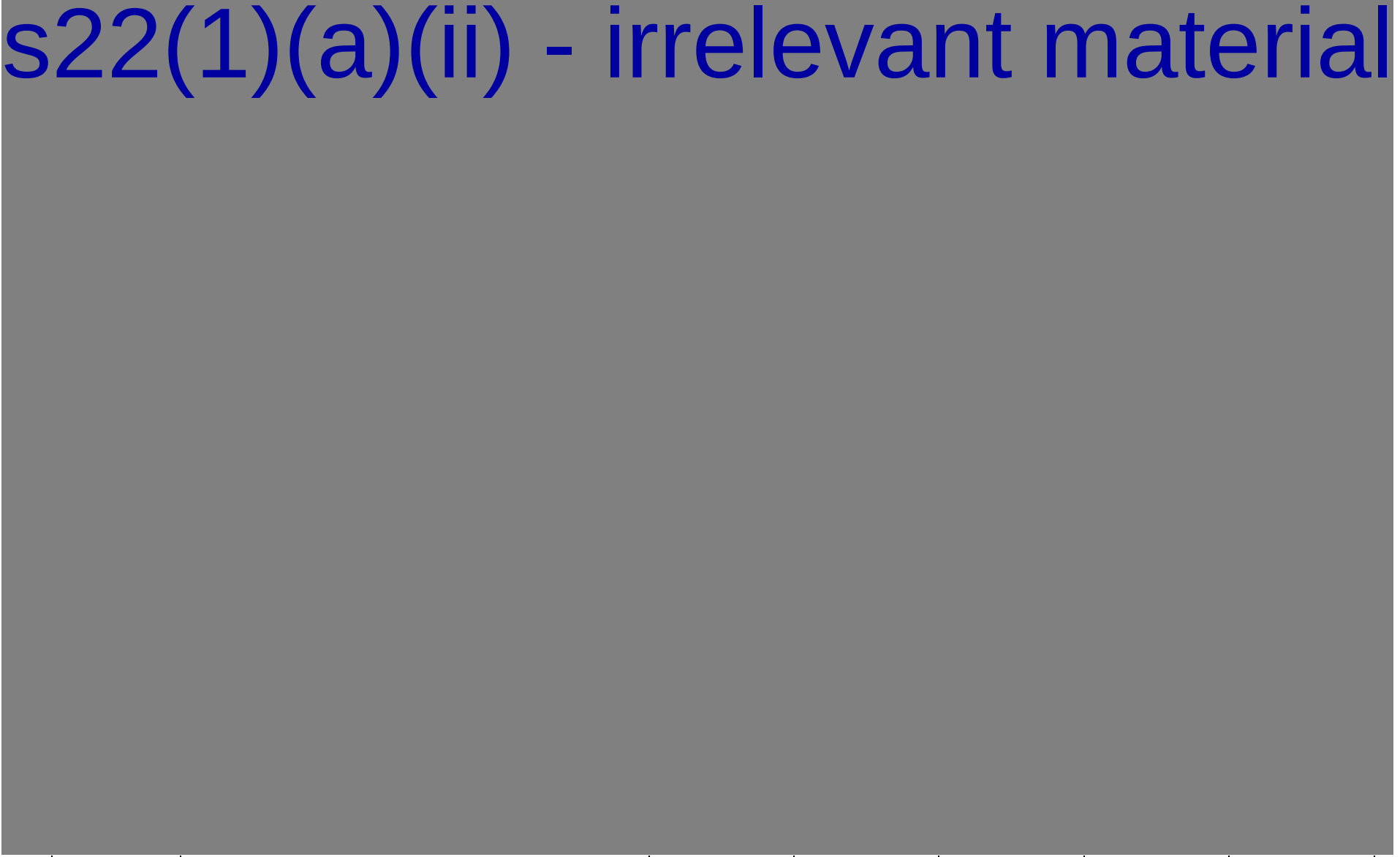
1.5 Monthly Charges

The Partner is entitled to invoice the Agency the Monthly Charges specified in clauses 1.6-1.7 below at the end of each calendar month from the Services Commencement Date for the Service Area.

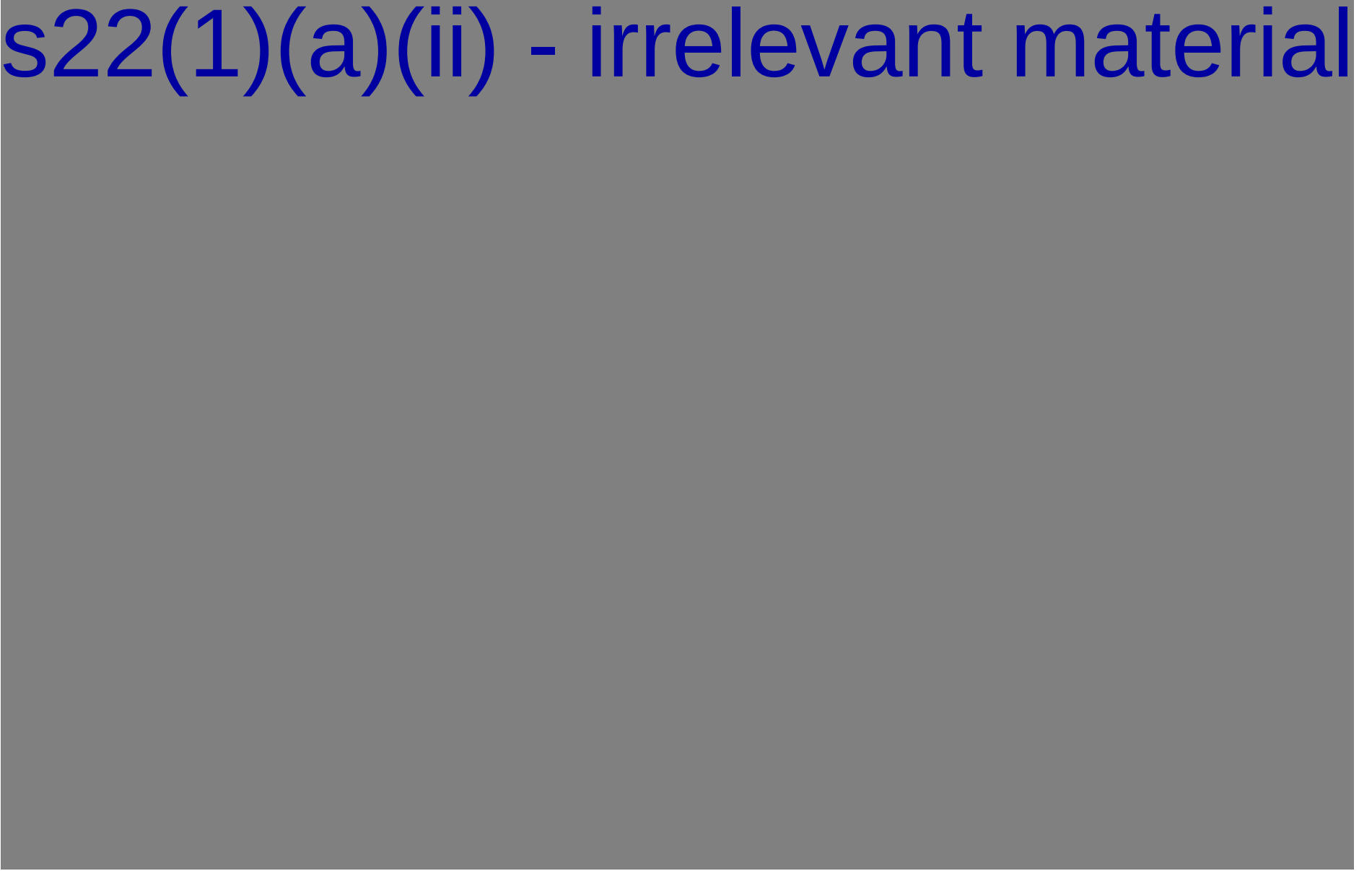
1.6 Contract Charges

The parties agree and acknowledge that the following Charges will be paid in accordance with this Attachment 4.

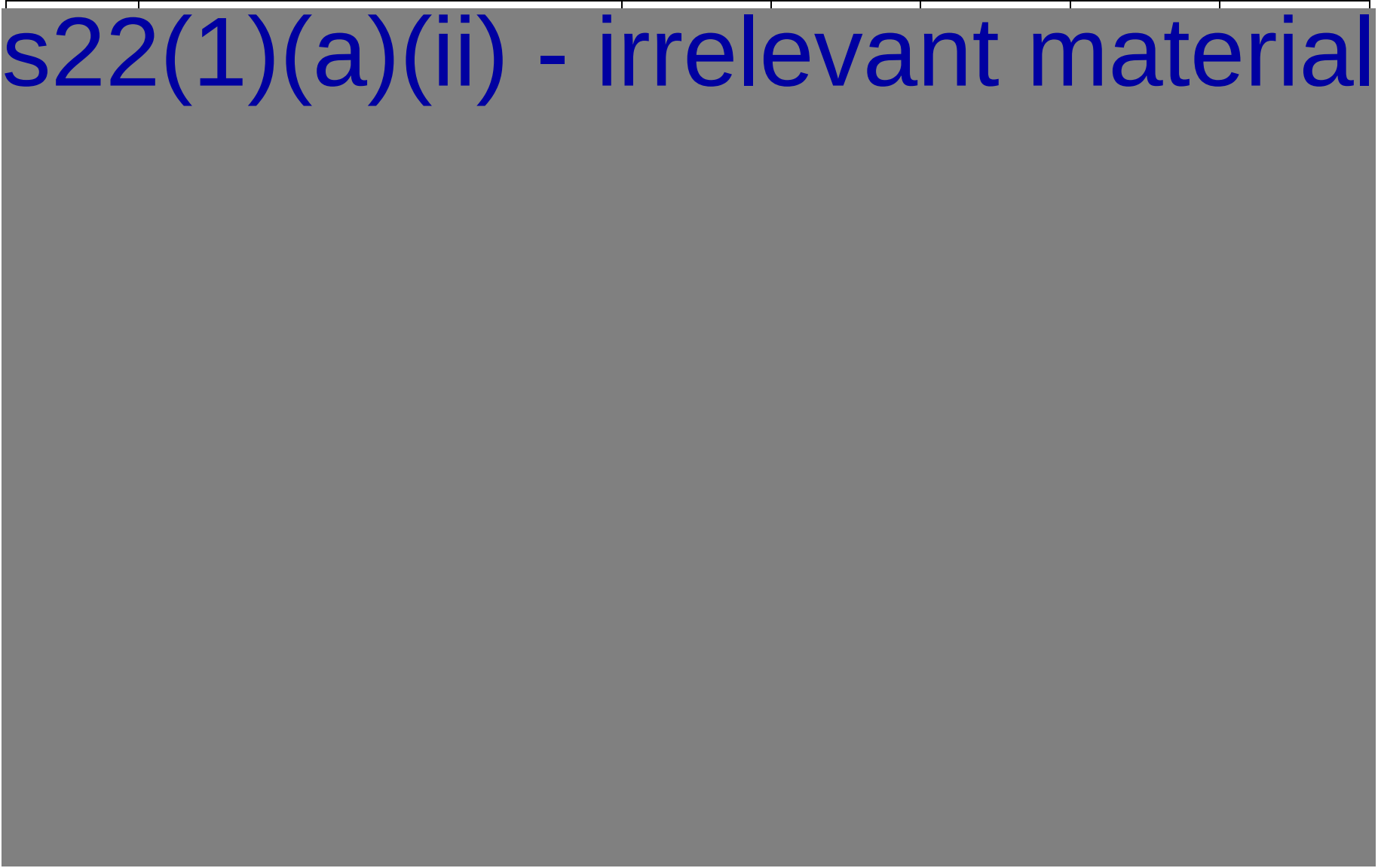
s22(1)(a)(ii) - irrelevant material



s22(1)(a)(ii) - irrelevant material



s22(1)(a)(ii) - irrelevant material



s22(1)(a)(ii) - irrelevant material

Notes:

- 1 Milestones that have been paid, these are not outstanding.
- 2 Establishment and submission and if applicable, Acceptance and the following:
 - (a) Establishment Plan
 - (b) Training Plan
 - (c) Standard Operating Procedures
 - (d) Business Continuity Plan
 - (e) Workforce Plan
 - (f) Pre-phasing Services Plan
 - (g) Work Health and Safety Plan

Due date on plans (a, b, c, d, e, f, g): 50% payment four weeks after the Contract Commencement Date, 50% payment eight weeks after the Contract Commencement Date, on Acceptance of all plans.

3 Capability ready for Services Commencement Date

Successful completion of the following activities required to undertake Services in each Service Area from the Services Commencement Date for the Service Area:

- (a) systems, processes, facilities and infrastructure
- (b) training verification of workforce and ensuring readiness to use the Agency IT System

Due Date

- (a) Payable two weeks before the date on which the Partner commences providing any Services in the Service area
- (b) Payable two weeks before the date on which the Partner commences providing any Services in the Service Area (or such later date on which the Agency approves the Partners expenditure on information technology related services in accordance with clause 1.1)

4 Acceptance of the Partner's Community Capacity Building Plan

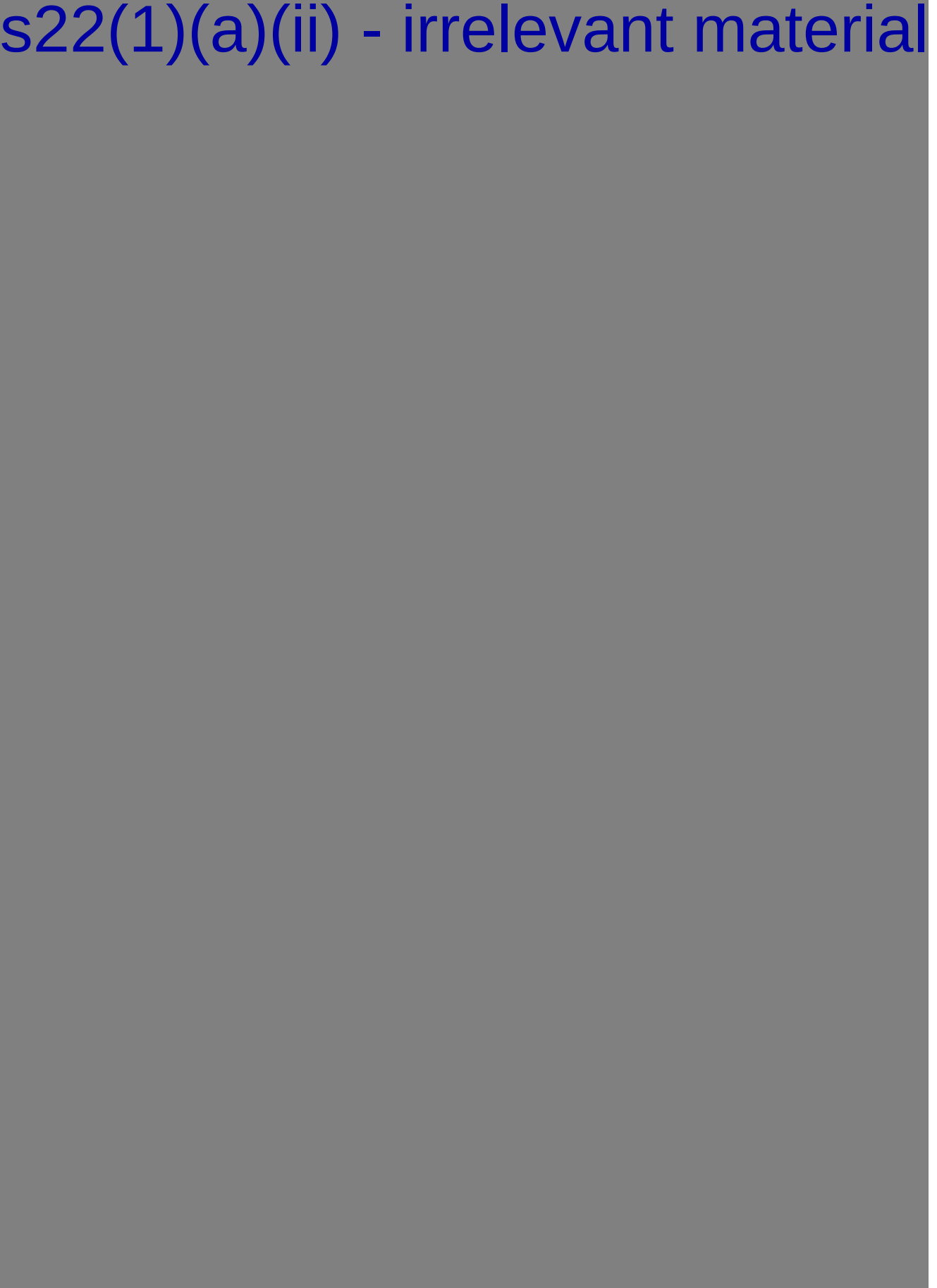
Due date: One month after the Services Commencement date for each Service Area

5 Acceptance of the Partner's Draft Transition Out Plan

Due date: Six months after the first Services Commencement date.

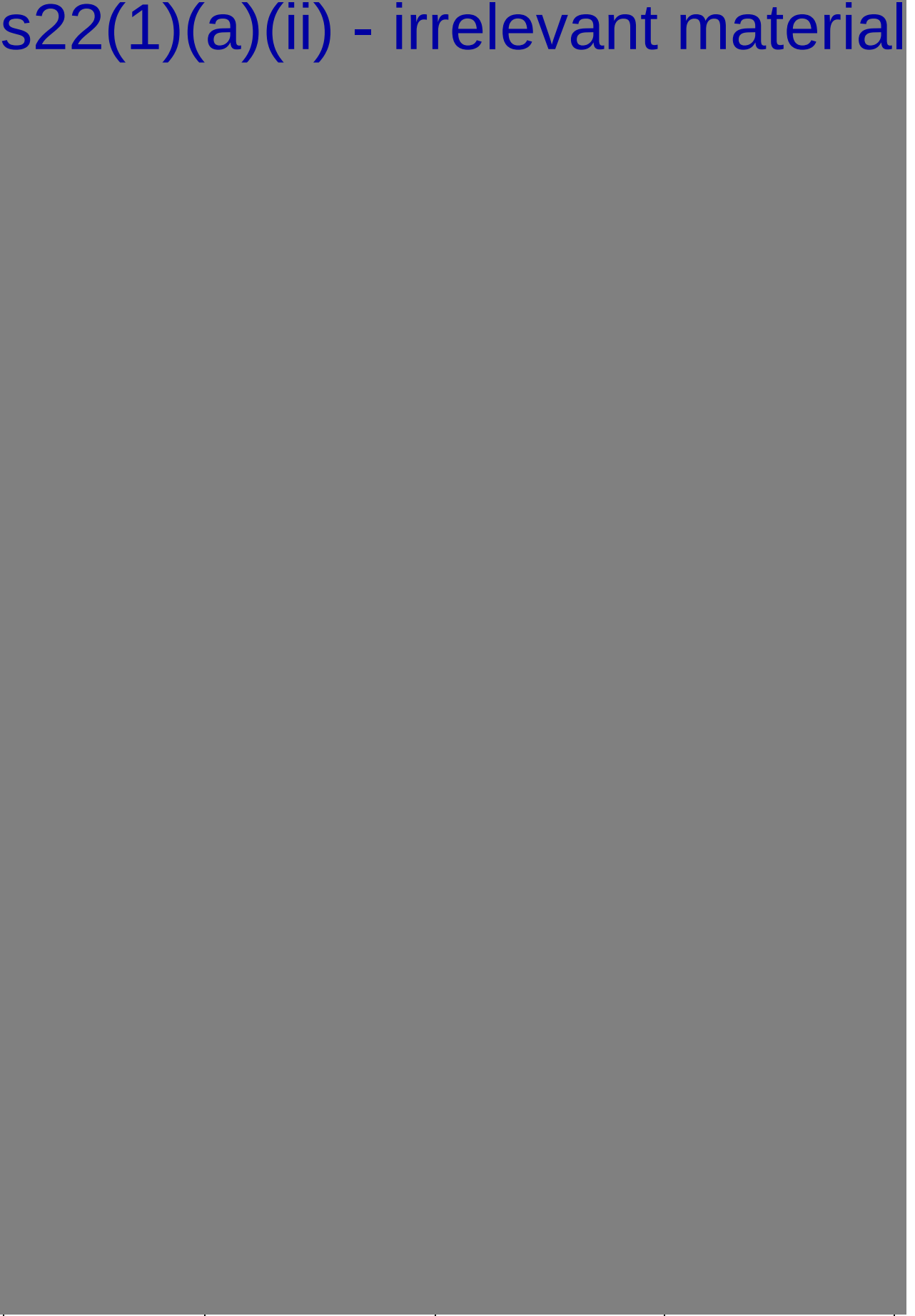
The Agency will Accept (or advise the Partner that it does not Accept) the Transition Out Plan within four weeks of submission.

s22(1)(a)(ii) - irrelevant material



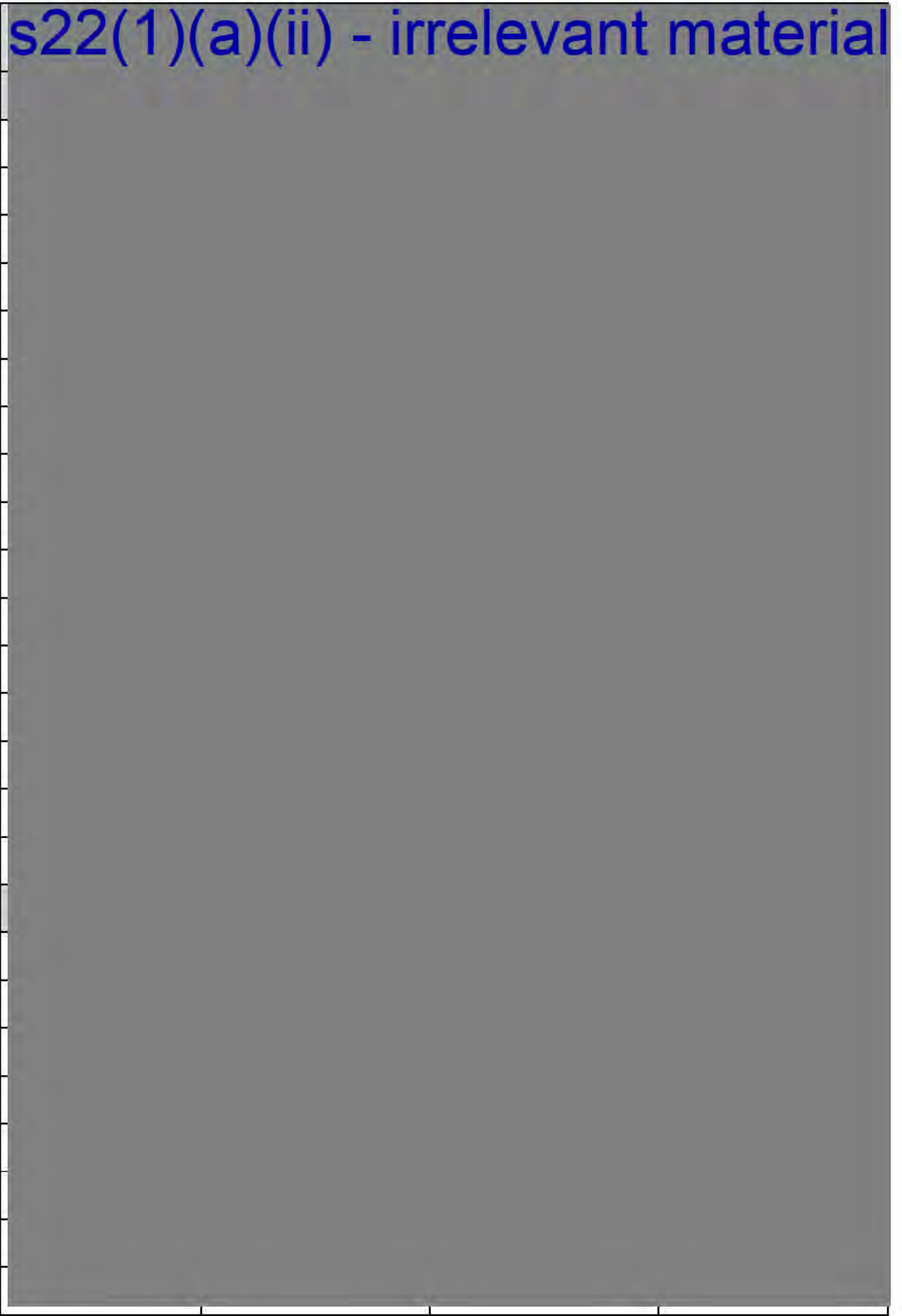
This document was released under the Freedom of Information Act 1982 by the National Disability Insurance Agency.

s22(1)(a)(ii) - irrelevant material



This document was released under the Freedom of Information Act 1982 by the National Disability Insurance Agency.

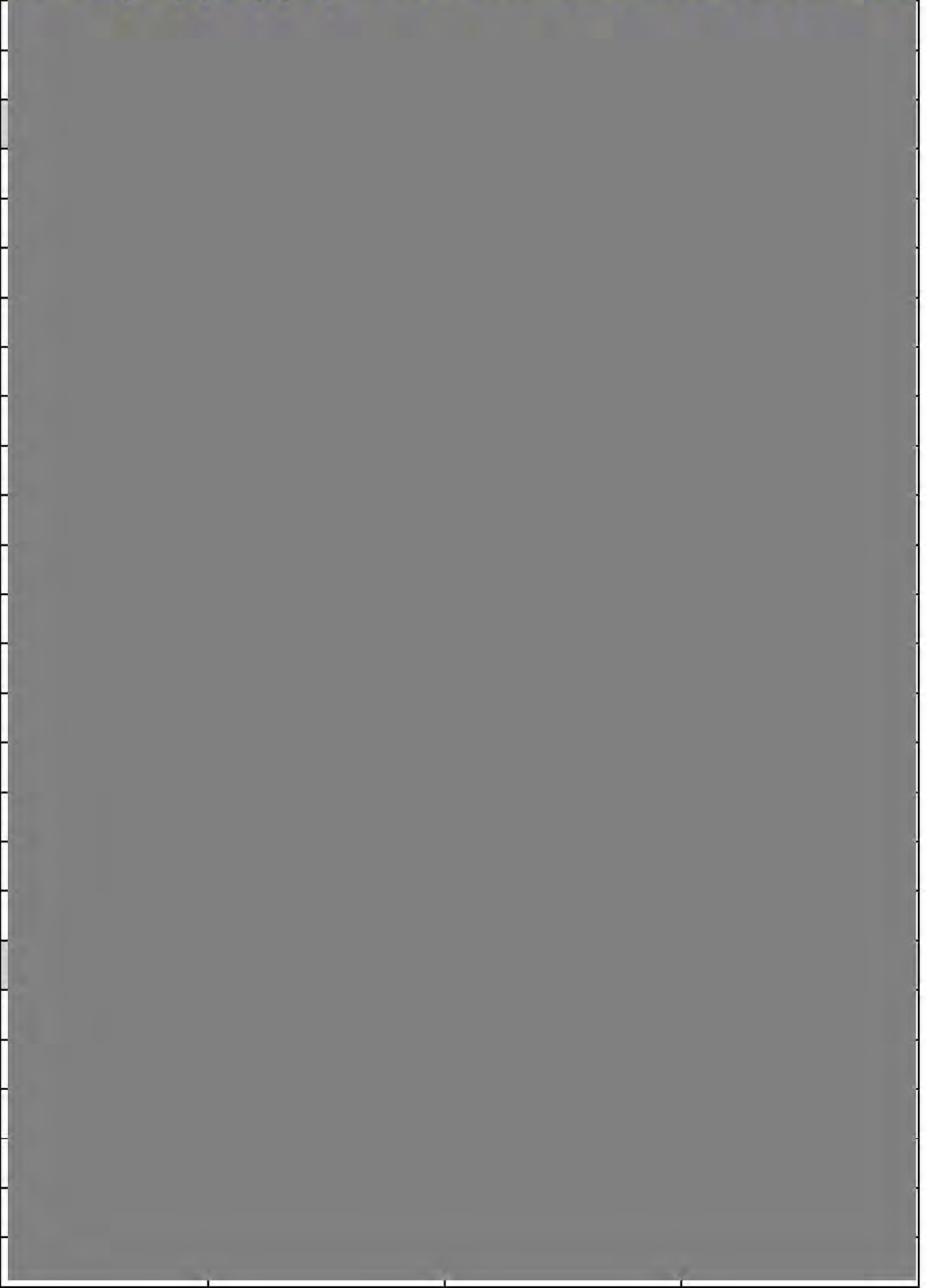
s22(1)(a)(ii) - irrelevant material



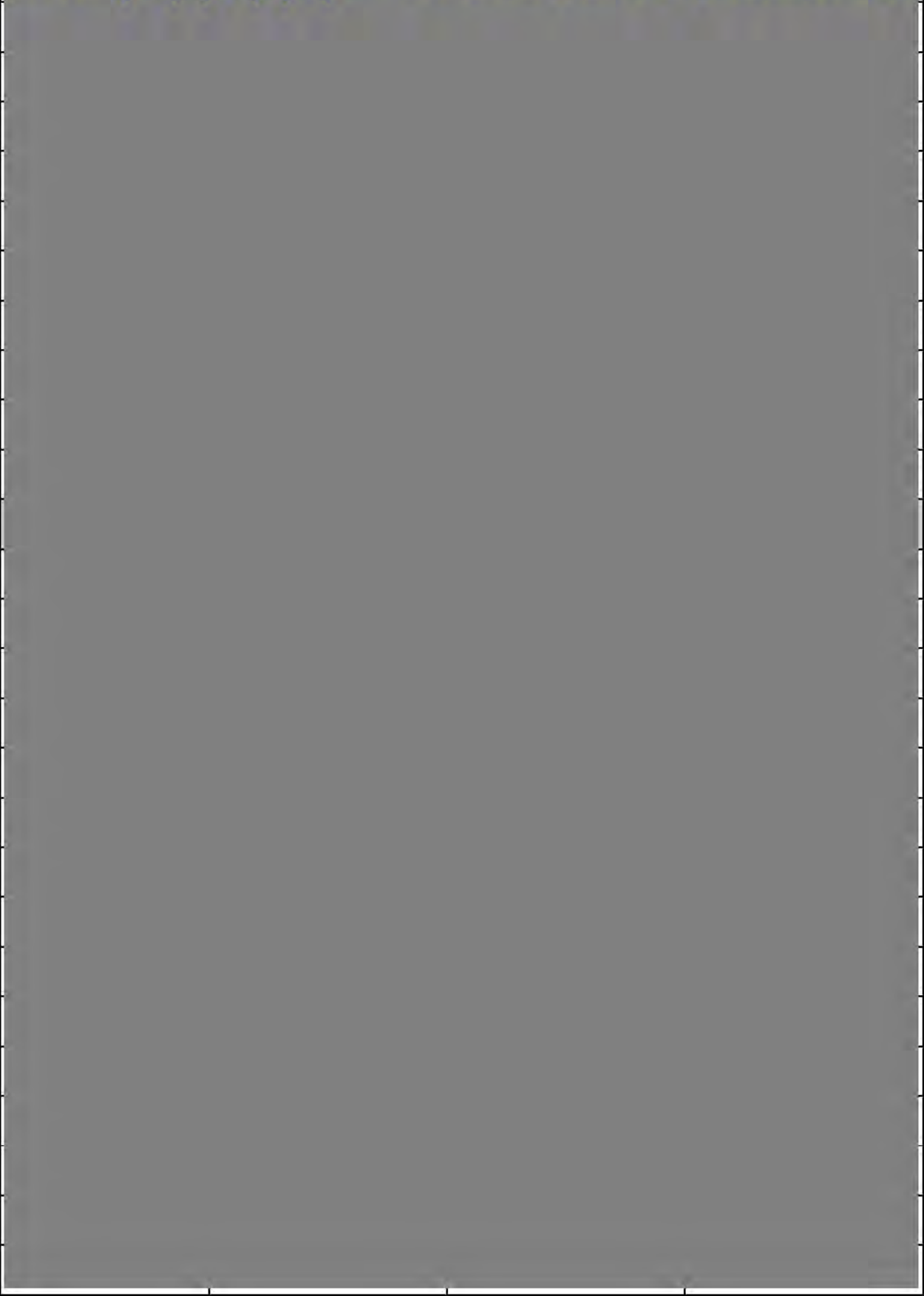
Period	Monthly Funds (excl GST)	GST	Monthly Funds (incl GST)
January 2024	s47G - business information		
February 2024			
March 2024			
Quarter 3 23/24			
April 2024			
May 2024			
June 2024			
Quarter 4 23/24			
2023-24 FY Total	\$4,304,502.12	\$430,450.20	\$4,734,952.32

s22(1)(a)(ii) - irrelevant material

s22(1)(a)(ii) - irrelevant material



s22(1)(a)(ii) - irrelevant material



Period	Monthly Funds (excl GST)	GST	Monthly Funds (incl GST)
s22(1)(a)(ii) - irrelevant material			
January 2024	s47G - business information		
February 2024			
March 2024			
Quarter 3 23/24			
April 2024			
May 2024			
June 2024			
Quarter 4 23/24			
2023-24 FY Total	\$1,639,238.64	\$163,923.84	\$1,803,162.48

1.7 Monthly Charges – FY2024-25 to FY2026-27

(a) EC

- (i) Total Monthly Charges payable in Financial Year 2024-25, will be paid in equal payments from July 2024 to June 2025 in accordance with item 1(d), as follows:

s47G - business information

- (ii) Total Monthly Charges payable in Financial Year 2025-26, will be paid in equal payments from July 2025 to June 2026 in accordance with clause 1(d), as follows:

s47G - business information

- (iii) **s22(1)(a)(ii) - irrelevant material**

(b) LAC

- (i) Total Monthly Charges payable in Financial Year 2024-25, will be paid in equal payments from July 2024 to June 2025 in accordance with clause 1(d), as follows:

s47G - business information

- (ii) Total Monthly Charges payable in Financial Year 2025-26, will be paid in equal payments from July 2025 to June 2026 in accordance with clause 1(d), as follows:

s47G - business information

- (iii) Total Monthly Charges payable in Financial Year 2026-27, will be paid in equal payments from July 2026 to June 2027 in accordance with clause 1(d), as follows:

s47G - business information

s22(1)(a)(ii) - irrelevant material

s22(1)(a)(ii) - irrelevant material

2. **Additional Transition Funds**

- 2.1 If the Agency notifies the Partner in accordance with clause 37.3 of the Terms and Conditions for one or more Service Areas, the Agency will pay the Partner the Additional Transition Funds for the relevant Service Area(s).
- 2.2 Any Additional Transition Funds will be paid in addition to the Monthly Charges in equal monthly sums across all months in the Transition Out Period.
- 2.3 The Partner acknowledges and agrees that the Agency is not required to pay, and the Partner is not entitled to receive, any amount of the Additional Transition Funds, other than in accordance with clause 37.4 of the Terms and Conditions, and this Attachment 4.

2.4 s22(1)(a)(ii) - irrelevant material

- 2.5 GST is payable on Additional Transition Funds payments.

Total Contract Price

Description	LAC (excl GST)	ECEI (excl GST)	Total (excl GST)	GST	Total (inc GST)
Contract Price (Deed of Variation 1)	\$47G - business information	47(1)(b)-Commercially valuable information	47(1)(b) - Commercially valuable information		
Contract Price (Deed of Variation 2, revised in Deed of Variation 3)					
Contract Price (Deed of Variation 4)					
Contract Price (Deed of Variation 5)					
Contract Price (Deed of Variation 6)					
Contract Price (Deed of Variation 7)					
Total Contract Price (Deed of Variation 1 + Deed of Variation 2 + Deed of Variation 3 + Deed of Variation 4 + Deed of Variation 5 + Deed of Variation 6 + Deed of Variation 7)	\$45,791,183.12				

3. Rates for Additional Services

If the Agency issues a Work Order to the Partner for the provision of Additional Services under clause 7 of the Contract, the Agency and the Partner will agree a fixed price for the services under the Work Order, based on the rates set out below.

Personnel level or role	Hourly rate (excl GST)	Hourly rate (incl GST)	Daily rate (excl GST)	Daily rate (incl GST)
Director	s47G - business information			
Manager				
Team Leader				
Trainer				
Strategic Analyst				
Direct Staff				
Non Eligible Participant Support Staff				
Building Community Inclusion				
Facilities/ICT/Payroll Staff				
Administration/Reception				

4. Indexation

The Charges will not be subject to indexation.

5. Expenses

The Agency will not pay any travel accommodation or other fees, charges or expenses in addition to the Charges

ATTACHMENT 5

Not used

ATTACHMENT 6

Work Request

This Work Request is issued under the Contract for the Provision of Local Area Coordination and Early Childhood Partner Services between the Agency and the Partner.

	Ref No:	[Insert reference number]
1	Date of Work Request	[Insert date]
2	Services Required	[Insert details of requirements and attach additional pages if required] [Include details of any proposed: • deliverables; • timeframes or milestone dates; and • performance requirements.]
3	Specified Personnel	[Insert name(s) if specific personnel are required for the Services.]
4	Period	Commencement: [insert details] Completion: [insert details]
5	Service Area	[Insert details]
6	Security or Confidentiality Requirements	[Insert, if applicable]
7	Other Requirements	[Insert as applicable] [Insert, if applicable, facilities, material and assistance to be provided by the Agency] [Insert reporting requirements] [Insert any "Special Conditions" which override the

		terms of the Contract] [Insert any other requirements]
8	Agency Representative	[Insert name and email address]
9	Signed	[The Agency Representative to sign here]

ATTACHMENT 7

Work Order

This Work Order is issued under the Contract for the Provision of Local Area Coordination and Early Childhood Partner Services between the Agency and the Partner.

The Agency requires the Services specified in this Work Order on the terms set out in this Work Order.

	Ref No:	<i>[Insert reference number]</i>
1	Date of Work Order	<i>[Insert date]</i>
2	Services Order	<i>[Insert details and attach additional pages if required.]</i>
3	Period	Commencement: <i>[Insert details.]</i> Completion: <i>[Insert details.]</i>
5	Service Area	<i>[Insert if applicable.]</i>
6	Specified Personnel	<i>[Insert, if any.]</i>
7	Charges	<i>[Insert details of applicable fees and any other expected expenses.]</i>
8	Other Requirements	<i>[Insert if applicable.]</i>
9	Special Conditions	<i>[Insert, if any.]</i>
10	Agency Representative	<i>[Insert name and email address]</i>
11	Signed	<i>[The Agency to sign here]</i>

ATTACHMENT 8

Performance Management Framework

1. Overview

- 1.1 This Performance Management Framework sets out the structure and systems in place for the Agency to monitor the Partner's performance against the service requirement.
- 1.2 The Performance Management Framework facilitates the timely assessment and management of any challenges identified in the Partner's performance of the Services.
- 1.3 The Performance Management Framework is directly aligned to the objectives of the NDIS and the Partners in the Community program by reference to the following:
 - (a) assisting people with disability including children with delays in their development, and their families and carers to achieve tangible outcomes, and engage with the NDIS (where relevant);
 - (b) building the capacity of people with disability to increase social and economic participation, independence, access lifelong learning opportunities and reduce reliance on funded external supports;
 - (c) building the capacity of communities to be accessible, connected, inclusive and welcoming for people with a disability and children with developmental delay (including developmental concerns);
 - (d) driving the achievement of insurance principles;
 - (e) data collection and management of the highest standard;
 - (f) adaptive, innovative and efficient service delivery;
 - (g) facilitation of choice and control;
 - (h) safeguards for all people with disability; and
 - (i) volumes as set out in the Statement of Work.
- 1.4 The Performance Management Framework is supported by guidance material provided by the Agency to the Partner from time to time.

2. Performance Information

- 2.1 The Agency IT System will support the provision of regular performance management and business intelligence reports relating to the performance of the Partner under this Performance Management Framework.
- 2.2 The Agency will assess and report on the Partner's performance against the focus measures via data that has been captured in accordance with the Statement of Work or as otherwise required under the Contract, and such other information that the Agency considers relevant.
- 2.3 Data capture includes but is not limited to information recorded in the Agency IT System, Partner Quality Reviews, reports provided under the Statement of Work, and surveys administered on behalf of the Agency.
- 2.4 The Partner acknowledges that all information in whatever form generated as part of this Performance Management Framework, other than Personal Information, falls within the concept of Performance Information for the purposes of clause 8A of the Contract.
- 2.5 The Partner's performance against the focus measures may also be aggregated with that of other Partners delivering Early Childhood (EC) or Local Area Coordination (LAC) Services, to provide Partners with a benchmark of their performance against aggregate performance for EC and LAC Services for the program.

3. Balanced Scorecard

- 3.1 The Balanced Scorecard is the core component of the Performance Management Framework, and sets out the mechanism for monitoring performance against the service requirement.
- 3.2 The Balanced Scorecard is designed to provide a holistic assessment of the Partner's performance, achieved via a suite of primary and supporting secondary metrics.
- 3.3 The Balanced Scorecard includes three perspectives:
 - (a) People with disability and children with disability or developmental delay (including children with developmental concerns) and their families and carers;

(b) Quality and assurance; and

(c) Scheme sustainability.

3.4 Focus Measures are included under each perspective (refer Table 1), describing the key focus areas for the Partners in the Community program.

3.5 Each Focus Measure has a Primary Metric, against which the Partner's performance will be assessed (refer Tables 2 and 3).

3.6 Supporting secondary metrics, relevant to each Focus Measure, will provide additional context and insight for the Partner.

4. Performance Assessment for EC and LAC Services

4.1 There are separate Primary Metrics for performance assessment of EC and LAC Services.

4.2 The Partner's performance will be measured against the relevant metrics for the Services being delivered (i.e. EC, LAC or both).

4.3 The Partner is required to meet a minimum performance threshold or target.

4.4 The Primary Metrics for EC and LAC Services, and the targets for each stage are located at Table 2 (EC) and Table 3 (LAC).

Table 1 Balanced Scorecard Approach

No.	Perspective	Statement	s47G - business information	
1	People with disability and children with disability or developmental delay (including children with developmental concerns) and their families and carers	How can we continue to improve and create value for individuals and their families and carers?		

No.	Perspective	Statement	s47F - personal privacy, s47G - business information	
2	Quality and assurance	How do we provide a quality experience?		

No.	Perspective	Statement	s47G - business information	
3	Scheme sustainability	How can we meet expectations to deliver a financially sustainable Scheme?		

Table 2 Balanced Scorecard Metrics and Targets for Early Childhood (EC) Partners

47(1)(b) - Commercially valuable information

47(1)(b) - Commercially valuable information



Table 3 Balanced Scorecard Metrics and Targets for Local Area Coordination (LAC) Partners

Focus Measure	Primary Metric (LAC)	Stage 1 Target	Stage 2 Target	Stage 3 Target
1. Outcomes	Percentage of participants and people with disability, who have a goal linked to social participation in the last 12 months.	≥ 60%	≥ 65%	≥ 70%
2. Practice	Percentage of participants and people with disability report “My LAC understands me and my circumstances”.	≥ 70%	≥ 73%	≥ 75%
3. Connections	Percentage of participants and people with disability, requests that result in a successful connection to community and other government services in last 12 months.	≥ 70%	≥ 75%	≥ 80%
4. Satisfaction	Percentage of participants and people with disability that report they are satisfied with the service provided by the partner.	≥ 75%	≥ 73%	≥ 76%
5. Timeliness	Percentage of relevant Participant Service Guarantee commitments and Partner in the Community service level agreements met or exceeded.	≥ 85%	≥ 88%	≥ 90%
6. Volumes	Percentage of activities completed against overall demand.	≥ 80%	≥ 83%	≥ 85%
7. Quality	Percentage of sampled records and services reviewed that meet NDIA quality measures.	≥ 70%	≥ 75%	≥ 80%

Focus Measure	Primary Metric (LAC)	Stage 1 Target	Stage 2 Target	Stage 3 Target
8. Insurance Approach	Percentage of participants and people with disability that report the Partner has assisted in building individual capacity.	≥ 60%	≥ 63%	≥ 65%
9. Community Capacity Building	Percentage of community capacity building plan activities reported as 'completed' or 'in progress – on track'.	≥ 70%	≥ 80%	≥ 90%

5. Changes to the Performance Management Framework

- 5.1 The Agency may, from time to time, notify the Partner in writing of changes to the Focus Measures, Primary Metrics and / or Targets that it intends to incorporate in this Performance Management Framework, and will consult with the Partner about any proposed changes. Where the parties agree to changes, the parties will, by exchange of letter signed by the Agency Executive Representative and Partner Executive Representative identified in the Contract Details, incorporate those changes in this Performance Management Framework.

6. Partner Quality Reviews

- 6.1 The Partner's performance against Focus Measure 7 (Quality) will be assessed through Partner Quality Reviews to be completed by the Partner.
- 6.2 The Partner Quality Reviews examine the delivery of key activities aligned with the functions described in the Statement of Work, to ensure quality standards have been met.
- 6.3 In addition to the functions outlined in the Statement of Work, Partner Quality Reviews may be focused on specific volumes outlined in the Statement of Work or may review the same function delivered at different points of journey of the person with disability with the Partner.
- 6.4 Partner Quality Reviews may focus on the role of the Partner in entering high quality and accurate data into the Agency business system, as well as the Partner's role in facilitating links to the community, building individual capacity and progressing towards goals.
- 6.5 The Agency will provide the Partner with training in how to participate in the Partner Quality Review process and conduct the Partner Quality Reviews in accordance with the Standard Operating Procedures and other guidelines provided by the Agency from time to time.
- 6.6 The Agency will advise the Partner in writing of the selection of Partner Quality Reviews to be completed for each Service Area per month. This will be determined in accordance with the guidelines provided by the Agency and reflect the volume of activities available for review in a Service Area.

- 6.7 The Partner must by the tenth (10th) Business Day of each calendar month, or as notified by the Agency if different, submit a report (in the format specified by the Agency) to the Agency containing the completed Partner Quality Reviews from the prior month, in accordance with this Contract and any guidelines issued by the Agency from time to time.
- 6.8 The Agency will conduct checks of activities reviewed under the Partner Quality Reviews on a monthly basis. This will allow the Agency to confirm that the Partner is compliant with the key processes required to complete different activities and that the Partner Quality Reviews are being undertaken in accordance with the requirements set out above.
- 6.9 If the Agency determines that the Partner is compliant with the requirements set out above, the Agency will use the information gathered from the Partner Quality Reviews, to form the basis of Focus Measure 7 (Quality) under the Balanced Scorecard.
- 6.10 If the Agency determines that the Partner is not compliant with the requirements set out above, the Agency will overlay the results of an Agency Quality Review, to form the basis of Focus Measure 7 (Quality) under the Balanced Scorecard. The threshold for rating a Partner compliant or not-compliant will be a stepped approach as per table 4 below:

Table 4 Partner Quality Reviews Compliance Threshold

Year	Quarter	Threshold
One	One	None
One	Two	50%
One	Three	60%
One	Four	70%
Two	All	80%

7. Quarterly Quality Report

- 7.1 The Agency will provide a quality report to the Partner on a quarterly basis (**Quarterly Report**).

- 7.2 The Quality Report will summarise the findings of the completed Partner Quality Reviews and provide qualitative analysis on key performance areas. The Quality Report will be provided by the Agency to assist the Partner to drive improvements in service quality. These Quality Reports will include recommendations for continuous improvement.

8. Quarterly Performance Rating

- 8.1 The Agency will determine a Quarterly Performance Rating for the Partner for the delivery of EC and / or LAC Services each quarter.
- 8.2 Where the Partner delivers both EC and LAC Services, a Quarterly Performance Rating will be determined for each service type.
- 8.3 The Quarterly Performance Rating for the Partner for EC and / or LAC Services will be based on the Partner's performance against the Primary Metrics outlined in Tables 2 (EC Services) and 3 (LAC Services).

9. Methodology for calculating rating for each Focus Measure

- 9.1 A Focus Measure is assessed against one Primary Metric.
- 9.2 For each Focus Measure, the Partner's performance is assessed as 'High', 'Medium', 'Low' or 'Not Meeting' in accordance with Table 5.

Table 5 Assessment of Focus Measures

Performance Rating	High	Medium	Low	Not Meeting
Primary Metric	Meeting the relevant target	No lower than 10% from the relevant target	More than 10% below the relevant target (but no lower than 15%)	More than 15% below the relevant target

10. Methodology for calculating Quarterly Performance Rating

- 10.1 The Agency will apply the logic in Table 6 to formulate the overall Quarterly Performance Rating for the Partner for each service type each quarter.

Table 6 Calculation of Quarterly Performance Rating

Quarterly Performance Rating	Performance against Focus Measures
Above target	All 9 Focus Measures assessed as 'High'.
On target	At least 7 Focus Measures assessed as 'High', with no Focus Measures assessed as 'Low' or 'Not Meeting'.
Near target	At least 5 Focus Measures assessed as 'High', with no more than one Focus Measure assessed as 'Low' and none that are assessed as 'Not Meeting'.
Below target	At least 3 Focus Measures assessed as 'High', with no more than 1 Focus Measure assessed as 'Low' and none that are 'Not meeting'.
At risk	Less than 3 Focus Measures assessed as 'High', or more than one Focus Measure assessed as 'Low', or at least one Focus Measure of 'Not Meeting'.

11. Performance Management Cycle

11.1 The Performance Management Framework operates on a quarterly cycle.

11.2 In Months 1 and 2 of the quarter:

- (a) within twenty (20) Business Days of the end of the month, the Agency will generate reporting based on the information from the Agency business system and other relevant sources, outlining the Partner's performance against:
 - (i) the Primary Metrics for each Focus Measure; and
 - (ii) the supporting metrics for each Focus Measure, as determined by the Agency and where relevant to the Focus Measure results, to support understanding of overall performance.
- (b) This reporting will be utilised by the Agency and the Partner to track and support operational performance, using the Focus Measures outlined in Tables 2 and 3.

11.3 Following Month 3 of the quarter:

- (a) within twenty (20) Business Days of the end of the quarter, the Agency will provide to the Partner a Balanced Scorecard Report, outlining the Partner's performance against:
 - (i) the Primary Metrics for each Focus Measure;
 - (ii) the supporting metrics for each Focus Measure, as determined by the Agency and where relevant to the Focus Measure results, to support understanding of overall performance; and
 - (iii) including the Partner's Quarterly Performance Rating for each of EC and LAC Services being delivered by the Partner.

12. Performance Conversation

- 12.1 The Agency and the Partner will meet to discuss the Partner's performance as set out in the Balanced Scorecard Report, as part of the Quarterly Meeting with the Agency.
- 12.2 A discussion of the Partner's performance will take place each quarter, regardless of the Partner's Quarterly Performance Rating for that quarter.
- 12.3 Prior to the Quarterly Meeting, the Partner must provide any actions proposed in response to the Balanced Scorecard Report, as outlined in 1.13.
- 12.4 As part of the performance discussion, the Agency will address the appropriate response to the Partner's Quarterly Performance Rating, in accordance with 1.13.
- 12.5 Any Action Plan produced in response to a Partner's Quarterly Performance Rating comes into effect at the beginning of the next month after the period assessed.
- 12.6 Any actions developed in response to the Balanced Scorecard Report must specifically address issues identified in the report provided to the Partner by the NDIA following the end of the quarter, however the Partner may note results from subsequent monthly reporting if relevant to a trend or data point.

13. Responses to Quarterly Performance Rating

13.1 Where the Partner's Quarterly Performance Rating is assessed as **Above Target** or **On target**:

- (a) the Partner will be provided the opportunity to undertake corrective action on any non-compliance with the Focus Measures, any issues relating to contractual obligations, and to resolve and report on the identified issues through an Action Plan;
- (b) the Agency will check that the Partner has undertaken corrective action as part of its business as usual monitoring cadence with the Partner; and
- (c) the Partner must meet the timeframe specified by the Agency for assessing the effectiveness of the corrective action, as set out in the Action Plan.

13.2 Where the Partner's Quarterly Performance Rating is assessed as **Near target** or **below target**:

- (a) the Agency may at its discretion:
 - (i) require the Partner to develop an Action Plan in advance of the performance conversation;
 - (ii) develop an Action Plan for the Partner; or
 - (iii) require the Partner to cooperate with the Agency to develop an Action Plan,

that addresses each of the issues that resulted in the near target or below target performance rating and sets out remediation activities the Partner proposes to take to address these issues and submit it to the Agency for review and endorsement.
- (b) An Action Plan developed in accordance with (i) or (ii) above may also address actions to be taken by the Agency to assist in improving the Partner's performance. If required by the Agency, the Partner must update and amend the Action Plan to reflect any comments or suggestions from the Agency and resubmit it for review and endorsement;

- (c) the Agency may require the Partner to report to the Agency within a timeframe agreed by the parties on the status of their remediation activities and to provide supporting documentation;
- (d) the Agency may undertake a desktop review of the information provided by the Partner and advise the Partner on their assessment and whether further action is required; and
- (e) the Agency may conduct a field audit in accordance with clause 28 of the Contract to check the implementation of the Partner's corrective actions and issue a notice to the Partner specifying additional remediation activities that are required.

13.3 Where the Partner's Quarterly Performance Rating is assessed as At risk and it is the first quarter where the Partner's Quarterly Performance Rating is At risk:

- (a) the Agency may at its discretion:
 - (i) require the Partner to develop an Action Plan in advance of the performance conversation;
 - (ii) develop an Action Plan for the Partner; or
 - (iii) require the Partner to cooperate with the Agency to develop an Action Plan,
 - (iv) that addresses each of the issues that resulted in the At risk performance rating and sets out remediation activities the Partner proposes to take to address these issues and submit it to the Agency for review and endorsement.
- (b) An Action Plan developed in accordance with (ii) and (iii) above may also address actions to be taken by the Agency to assist in improving the Partner's performance. If required by the Agency, the Partner must update and amend the Action Plan to reflect any comments or suggestions from the Agency and resubmit it for review and endorsement;

- (c) the Agency may require the Partner to report to the Agency monthly on the status of their remediation activities and to provide supporting documentation, and for performance conversations to take place monthly to discuss the status of the remediation activities;
- (d) the Agency may undertake a desktop review of the information provided by the Partner and advise the Partner on their assessment and whether further action is required.

13.4 Where the Partner's Quarterly Performance Rating is assessed as At risk and it is the second quarter in a row where the Partner's Quarterly Performance Rating is At risk, in addition to the matters identified in 1.13.3 above:

- (a) the Agency may conduct a field audit in accordance with clause 28 of the Contract to check the implementation of the Partner's corrective actions and issue a notice to the Partner specifying additional remediation activities that are required;
- (b) the Agency may require the Partner to provide a detailed response to any notice issued under paragraph (a) above, including details of the corrective actions the Partner will undertake to address the issues;
- (c) the Agency Executive may engage the Partner Executive to escalate the issue of non-performance and discuss remediation;
- (d) the Agency may exercise its rights to appoint additional resources under clause 10 of the Contract;
- (e) the Agency may exercise the Agency's step-in rights in accordance with clause 11 of the Contract;
- (f) the Agency may reduce the scope of the Services by giving the Partner written notice in accordance with clause 32 of the Contract; and
- (g) the Agency may exercise the Agency's right to terminate the Contract in accordance with clause 32 of the Contract.

13.5 The parties acknowledge that nothing in this Attachment 8 (Performance Management Framework) limits or otherwise prevents the Agency otherwise

exercising its rights under the Contract, including but not limited to under clauses 10, 11 or 32 of the Contract.

14. Contract assurance activities

- 14.1 Outside the Balanced Scorecard Report and Performance Management Cycle, the Agency will also undertake reviews of and report on the Partner's compliance with contractual obligations as required (Contract Assurance Activities).
- 14.2 The Contract Assurance Activities may be addressed by the Agency and Partner as part of the Quarterly Report and performance conversations at the Quarterly Meeting, and agreed actions may be included within an Action Plan. However, they will not contribute to the Quarterly Performance Rating under clause 1.8 of this Attachment 8.
- 14.3 The following activities will occur as part of the Contract Assurance Activities:
- (a) an annual Certificate of Assurance must be provided by the Partner. The Certificate of Assurance will be due for submission by the Partner to the Agency before 31 October annually, in a form supplied by the Agency. The Certificate of Assurance will reflect the Partner's point in time assurance that the controls required under the Contract and SOW are in place; and
 - (b) the following will be monitored:
 - (i) the Partner's delivery of Services for the required volumes as per the SOW;
 - (ii) any incidences of failure to submit required reports on time;
 - (iii) any incidences of non-compliance with the Contract or serious incidents that arise during the relevant month; and
 - (iv) any other contractual obligations.
- 14.4 Failure to achieve compliance in relation to the Contract Assurance Activities may result in the Agency withholding part, or all, of the grant payment due to Partners until such time as compliance is achieved, in accordance with the Contract.

15. General right to conduct reviews

15.1 The Agency may at any time conduct periodic reviews in accordance with, and without limiting clause 28 of the Contract, in order to:

- (a) assess a Partner's performance and delivery of activities; and
- (b) assess the Partner's implementation of an Action Plan developed in accordance with clause 13 of this Attachment 8.

15.2 As part of these reviews, the Partner will allow the Agency to speak to its management personnel upon reasonable request by the Agency.

16. Cooperation between the Partner and Agency

16.1 The Agency and the Partner will cooperate to manage performance in a manner that ensures contractual compliance as well as an agile response to any performance issues that may arise during the term of the Contract.

16.2 The Agency recognises that non-performance issues can be complex and may require a joint response from the Partner and the Agency. The Agency will seek to assist the Partner to rectify any non-performance issues identified and will seek to address Agency related factors that impede the Partner in meeting their obligations.

16.3 Without limiting any other right of the Agency under the Contract or at common law, consistent failure to meet the performance requirements under the Performance Management Framework may result in the Agency exercising its right to terminate the Contract, in accordance with clause 32 of the Contract.

Deed of Variation

Parties

This Deed is made between and binds the following Parties:

Name	National Disability Insurance Agency ABN 25 617 475 104
Address	13 – 19 Malop Street, Geelong VIC 3220
Short name	NDIA

and

Name	Latrobe Community Health Service Limited ACN 136 502 022
Address	PO Box 960, Morwell VIC 3840
Short name	Partner

Recitals

- A. The NDIA and the Partner entered into an agreement on 5 April 2023 (**Contract**) in relation to the NDIS Partners in the Community Program for Local Area Coordination and Early Childhood Partner Services for the Service Area of Central Highlands.
- B. By a deed of variation dated 28 November 2023, the Parties agreed to vary the Contract to accommodate a delay in the rollout of the NDIA’s new ‘Participants, Platforms and Processes’ initiative (3P) and to further prepare for its commencement.
- C. The Contract is due to expire on 30 June 2025 and the Parties wish to extend the Activity Period and therefore the term of the Contract to 30 June 2027.
- D. The Parties agree to extend and amend the Contract, on the terms and conditions of this Deed.

This document was released under the Freedom of Information Act 1982 by the National Disability Insurance Agency.

Operative provisions

In consideration of the mutual promises contained in this Deed, the Parties agree as follows:

1. Interpretation

1.1. In this Deed, unless the contrary intention appears:

- a) words importing a gender include any other gender;
- b) words in the singular include the plural and words in the plural include the singular;
- c) clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d) words importing a person include a partnership and a body whether corporate or otherwise;
- e) a reference to dollars is a reference to Australian dollars;
- f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h) the Schedule forms part of this Deed;
- i) if any conflict arises between the terms and conditions of this Deed and any part of the Schedule, the terms and conditions of this Deed prevail;
- j) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form;
- k) wherever the context permits, a reference to a Party to this Deed includes a reference to their respective successors in title or assignees;
- l) a covenant on the part of two or more persons binds them jointly and severally and a covenant for the benefit of two or more persons is for the benefit of them jointly and severally; and
- m) in the interpretation of this Deed, no rules of construction apply to the disadvantage of any Party on the basis that it put forward this Deed.

2. Guidance on construction of Deed

- 2.1. As far as possible, all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
- 2.2. If anything in this Deed is void or otherwise unenforceable, then it will be severed and the rest of this Deed remains in force.

- 2.3. In the event of conflict between this Deed and the Contract, the provisions of this Deed prevail.

3. Defined Terms

- 3.1. In this Deed, unless the contrary intention indicates otherwise:

- a) terms used in this Deed that are not defined below and are defined in the Contract have the same meaning as in the Contract; and
- b) a term in bold type has the meaning shown opposite it.

Amended Contract means the Contract as amended by this Deed, a consolidated version of which is attached at Schedule 2

Contract means the agreement between the Parties referred to in Paragraphs A and B of the Recitals, as amended from time to time

Deed means this deed and includes all Schedules to this deed

Party means a party to this Deed

4. Commencement

- 4.1 The terms of this Deed apply on and from 30 June 2025.

5. Extension

- 5.1 Pursuant to clause 2.2(a) of the Contract and item 3 of the Contract Details, the NDIA may extend the Contract for up to 12 months from the last day of the Initial Term. Notwithstanding clause 2.2(a) and item 3 and subject to clause 6 of this Deed, the Parties have agreed to extend the Contract for a period of 2 years from the last day of the Initial Term, to expire on 30 June 2027.

6. Amendment of the Contract

- 6.1 With effect on and from 1 July 2025, the Contract is amended in accordance with the amendments in Schedule 1.
- 6.2 The Parties agree that, with effect on and from 1 July 2025, they will be bound by the terms of the consolidated version of the Amended Contract at Schedule 2 (which also incorporates all previous variations to the Contract referred to in Recital B).

7. Costs

- 7.1 Each Party will bear its own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation, execution and delivery of this Deed.

8. Entire agreement and variation

- 8.1 The Parties confirm that, subject only to the amendments contained in this Deed, the Contract remains in full force and effect and is to be read and construed and be enforceable as if the terms of this Deed were supplemental to the Contract.

- 8.2 This Deed and the Contract, when read together, contain the entire agreement of the Parties with respect to the Parties' rights and obligations under the Contract and supersede all prior understandings and representations between the Parties with respect to the Parties' rights and obligations under the Contract.
- 8.3 Each Party will take such steps, execute all such documents, and do all such acts and things as may be reasonably required by the other Party to give effect to any of the transactions contemplated by this Deed.
- 8.4 The provisions of this Deed will not be varied either in law or in equity except in writing signed by the Parties.

9. Applicable law

- 9.1 This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of Victoria.
- 9.2 The Parties submit to the jurisdiction of the courts of Victoria.

10. Counterparts

- 10.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered to the other Party will be deemed an original.
- 10.2 Together, all counterparts will constitute the same Deed.

Executed as a deed**NDIA**

SIGNED, SEALED AND DELIVERED for and on behalf of the National Disability Insurance Agency ABN 25 617 475 104 by:

Name of delegate: (print) Miriam Slattery
 Position of delegate: (print) General Manager, Partners and Providers Division
 Signature: s47F - personal privacy
 Date: 6 June 2025

In the presence of:
 Witness name: (print) Alexander
 Signature: s47F - personal privacy
 Date: 6 June 2025

Partner

SIGNED, SEALED AND DELIVERED in accordance with the requirements of section 127 of the Corporations Act 2001 (Cth) by:

Full legal name: Latrobe Community Health Service Limited
ACN 136 502 022
 Director's name: (print) Stelvio Vido
 Signature: s47F - personal privacy
 Date: 29/05/2025

Director/Secretary's name: Mary Bernadette Uzelac
 (print)
 Signature: s47F - personal privacy
 Date: 29/05/2025

Schedule 1

1. In accordance with clause 6.1 of this Deed and with effect on and from 1 July 2025, the Contract is amended as follows:
 - 1.1. all:
 - (a) corrections to spelling errors are made;
 - (b) changes in formatting and numbering are made for consistency and accessibility;
 - (c) corrections to incorrect clause cross-references are made; and
 - (d) additional alternative text to convey the meaning of tables is inserted throughout, as reflected in the Amended Contract at Schedule 2;
 - 1.2. subject to clause 1.3 below, after each reference to a website address, the following words are inserted:

“as updated from time to time”
 - 1.3. references to website addresses that no longer exist are deleted in their entirety;
 - 1.4. subject to clause 1.5 below, all references to “community and mainstream”, “mainstream and community”, “community and mainstream supports” and “mainstream and community supports” are deleted and replaced with the words:

“community, mainstream and Foundational Supports”
 - 1.5. all references to “community and Mainstream Service”, “community and Mainstream Services”, “community and mainstream services”, “mainstream and community services”, “mainstream and community supports and services” or “community and mainstream services and supports” are deleted and replaced with the words:

“community, Mainstream Services and Foundational Supports”
 - 1.6. the following clauses D-F are inserted in the Background section, and Background clauses D-E in the Contract are renumbered as Background clauses G-H:
 - (D) “Throughout the life of this Contract, the NDIA and the Partner will work collaboratively to develop and improve the NDIS Partners in the Community Services, including by adapting the delivery of Services to meet evolving needs.
 - (E) An independent review into the National Disability Insurance Scheme (**NDIS Review**) was completed in 2023. The NDIS Review recommended key changes to improve the NDIS, including development of a unified system of support for people with disability, and markets and support systems that empower people with disability. In response to the NDIS Review, the NDIA will work with people with disability to implement key reforms.
 - (F) The Partner acknowledges the need for Services to evolve during the Contract Period, and the need for flexibility in the delivery of functions under this

Contract, as the NDIA implements key reforms. The Partner acknowledges that the volume of Services required, the timing for Service delivery, the manner in which the Services are to be delivered as the participant pathway evolves, and the NDIS Partners in the Community Services to be delivered by the Partner under this Contract, may change over time.”

- 1.7. after clause 4.10, new clause 4.11 is inserted as follows:

“4.11 Approval for research

- (a) The Partner must obtain the approval of the NDIA’s Director of Research or his or her delegate prior to conducting, collaborating on or commissioning any research whatsoever in respect of the NDIA or the Scheme, including the Services, Participants or Agency Data, or to publish such research or the findings or results of such research.
- (b) If such approval is given under clause 4.11(a), the Partner agrees that:
 - (i) the research is not, and must not be represented to any third party as being, part of the Services provided under this Contract;
 - (ii) it must comply, and ensure its subcontractors comply, with all applicable research governance requirements issued by the NDIA regarding the conduct, collaboration, commissioning or publication of that research; and
 - (iii) the costs of the research will be fully borne by the Partner.”

- 1.8. clauses 5(g)-5(h) are deleted in their entirety and replaced with the following clauses 5(g)-5(j), renumbered to clauses 5.7 – 5.10 by clause 1.1(b) of this Deed:

“5.7 The Partner acknowledges the need for the Services to evolve during the Contract Period, and the need for flexibility in the delivery of EC Functions and LAC Functions under this Contract, as the NDIA implements key NDIS Review reforms.

5.8 Without limiting clause 39.1 and notwithstanding clauses 5.1-5.7, the Parties agree the NDIA may, following prior notice and consultation with the Partner, issue the Partner with a notice:

- (a) reducing the frequency and volume of certain EC Functions and LAC Functions; and
- (b) increasing the frequency and volume of other EC Functions and LAC Functions, by the equivalent Work Effort amount.

5.9 If the NDIA gives the Partner a notice under clause 5.8, the Partner will perform the EC Functions and LAC Functions at the frequencies and volumes set out in the notice for the period specified in the notice.

5.10 The NDIA may issue more than one notice under clause 5.8.”

- 1.9. clause 13A.12 is deleted in its entirety and replaced with the following clause 13A.12, renumbered as 13A.10 by clause 1.1(b) of this Deed: “13A.10 Not used”.

- 1.10. at clause 26.5(e) the reference to “CERT Australia” is deleted and replaced with
“Australian Signals Directorate’s Australian Cyber Security Centre”.
- 1.11. at clause 37.4 the reference to “and Table 2” is deleted.
- 1.12. clause 37.5 is deleted in its entirety and replaced with the following:
 “37.5 The Agency expressly reserves its right to determine whether to exercise the option granted under clause 37.2 of the Contract in its absolute discretion. The parties acknowledge and agree that the Additional Transition Funds set out at clause 2 of Attachment 4 and the expected Participant volumes for the final quarter of the Financial Year 2026-27, do not in any way limit or affect the Agency’s absolute discretion to determine whether to require the Partner to deliver the Services as described in Schedule 2 and Schedule 7 to the SOW for the Transition Out Period.”
- 1.13. clause 42.1 (Definitions) is amended as follows:
- (a) the following new definitions are inserted:
- “Australian Signals Directorate’s Australian Cyber Security Centre**
means the Australian Government’s technical authority on cyber security, or its successor.
- Deed of Variation 7** means the deed of variation relating to this Contract extending the Contract to 30 June 2025.
- Foundational Supports** means additional supports for people with disability, their families and carers, separate to Mainstream Services and the NDIS. Foundational Supports are proposed to be established in response to the NDIS Review, will be provided by the Department of Social Services and are expected to become progressively available to people with disability, their families and carers.
- NDIS Review** means the independent review of the NDIS announced in October 2022 and referred to in clause (E) of the Background section of this Contract.”
- (b) the definition of “CERT Australia” is deleted.
- 1.14. in Attachment 1, the Contract Details, are amended as follows:
- (a) at the end of the Details for Item 2 – Initial Term, the following text is inserted:
“This Contract is extended for a further period of 2 years ending 30 June 2027.”
- (b) at Item 3 – Further Term(s), the text “Up to 12 months” is deleted and replaced with “Not applicable”
- (c) at Item 6 – Specified Personnel, the text in the column titled “Details” is deleted and replaced with the following text:
 “Mr Vince Massaro – Executive Director NDIS & Assessment Services
 Leeanne Thomson - Partner Representative

Debra Inverarity - Partner Representative
 Andrew Tilley - Area Manager LAC Central Highlands
 Karen Boehm - Area Manager EC Central Highlands
 Robbie [REDACTED] Senior Workplace Trainer LAC
 Cairi [REDACTED] Workplace Trainer LAC Central Highlands
 Lauren [REDACTED] - Workplace Trainer EC (all regions)
 Caitlin [REDACTED] Workplace Trainer EC (all regions)
 Vanessa [REDACTED] - Workplace Trainer EC (all regions)
 Arindam Chaudhuri - IT Contact
 Vince Massaro - Co-design contact
 Vince Massaro - Quality and Safeguards contact
 Vince Massaro - NDIS Sustainability contact
 Dominic McInerney - Media and Communications Contact
 Vince Massaro - Communities of practice and continuous improvement contact"

- (d) at Item 12 – Representatives, the text below 'Agency Executive Representative', 'Partner Representative' and 'Partner Executive Representative' is deleted and replaced with the following text, respectively:

"Name: Miriam Slattery
 Position: General Manager, Partners Division
 Phone: [REDACTED]
 Email: miriam.slattery@ndis.gov.au
 Postal Address: National Disability Insurance Agency, GPO Box 700, Canberra, ACT 2601"

"Mr Vince Massaro
 Executive Director NDIS & Assessment Services

[REDACTED]

"Mr Vince Massaro
 Executive Director NDIS & Assessment Services

[REDACTED]

- (e) at Item 13 – Address for Notices, the text below 'Partner' is deleted and replaced with the following text:

"Mr Vince Massaro
 Executive Director NDIS & Assessment Services
 Postal address: PO Box 960, Morwell, VIC 3840

Physical address: 81-87 Buckley Street, Morwell Victoria 3840

Fax: (03) 5136 5435

s47F - personal privacy

1.15. Attachment 3, the Statement of Work, is amended as follows:

- (a) in the table at clause 5, delete the text in the column titled "Description" for Item "Community Capacity Building Plan" and replace with the following text:

"Prepare and deliver to the Agency for Acceptance, a Plan which details the Partner's approach to identify, analyse and build strengths within the Community in the Service Area(s).

The Community Capacity Building Plan must be delivered in accordance with the timeframes in Milestone 11 of clause 10 of this SOW and Schedule 7 (EC Partner Services) for the Agency's approval. The Partner must confirm in its annual Certificate of Assurance provided in accordance with Attachment 8 of this Contract that it has complied with this requirement.

If the Partner is engaged in respect of more than one Service Area, it can provide a single Community Capacity Building Plan that covers those Service Areas provided that it includes activities and approaches appropriately tailored to each Service Area."

- (b) after clause 5, insert a new clause 5A as follows:

"5A Change of Coordinator

- 5A.1 The Partner must implement and maintain a process for receiving and addressing requests for change of individual Coordinator within the Partner organisation.
- 5A.2 The Partner must advise Clients, Participants and their families and carers, of the option to change their individual Coordinator within the Partner organisation.
- 5A.3 The process must be reasonably available on the Partner's premises to any person interacting with the Partner and on the Partner's website.
- 5A.4 Where requested, the Partner will use best endeavours to, wherever possible, match Clients or Participants, and their families and carers, to individual Coordinators that align with Clients', Participants' and their families' and carers' preferences. This may include, but is not

limited to, consideration of cultural background and disability specific experience.”

- (c) in the table at clause 10 – LAC Services and EC Partner Services Milestones and Timeframes, delete the row for Milestone 5a – “Clinical Service Delivery Plan” in its entirety and replace with the following 2 rows:

5a.	Early Supports Delivery Plan	In accordance with clause 13.2 of Schedule 1 of the SOW	Not applicable	No later than 31 July 2025, and then 31 May annually
5b.	Early Supports Delivery Plan Report	In accordance with clause 13.2 of Schedule 1 of the SOW	Not applicable	No later than 15 Business Days following the end of each quarter

- (d) in the table at clause 10 – LAC Services and EC Partner Services Milestones and Timeframes, delete the text in the column titled “Due date – EC Partner Services” for Milestones 11 “Community Capacity Building Plan” and 15 “Reports on outcomes from community capacity building activities detailed in the Community Capacity Building Plan” and replace with the following text respectively:

- (i) “20 Business Days after Services Commencement Date for each Service Area”
- (ii) “Not applicable”

- (e) in the table at clause 10 – LAC Services and EC Partner Services Milestones and Timeframes, delete the text in the column titled “Due date – LAC Services” for Milestone 14 “Reports on Disability and Culturally Inclusive Strategy” and replace with the following text:

“No later than 10 Business Days following the end of each quarter, except for the quarter ended 31 December which will be due no later than 15 Business Days following the end of this quarter.”

- (f) In Schedule 1 – Establishment Services, clause 10(a) is deleted in its entirety and replaced with the following clause to be renumbered as clause 10.1 in accordance with clause 1.1(b) of this Schedule 1:

“10.1 The Partner must prepare and deliver to the Agency for Acceptance a detailed Community Capacity Building Plan (CCB) in accordance with the timeframes in Milestone 11 of clause 10 of the SOW and in accordance with Schedule 7 (EC Partner Services) which describes the Partner's intended approach to building increased inclusiveness within the community through strengthening of community, individual and mainstream service capacity. The Partner must confirm in its annual Certificate of Assurance provided in accordance with

Attachment 8 of this Contract that it has complied with this requirement.”

- (g) In Schedule 1 – Establishment Services, clause 10(c) is deleted in its entirety and replaced with the following clause to be renumbered clause 10.3, in accordance with clause 1.1(b) of this Schedule 1:

“10.3 The Partner must provide quarterly updates of activities undertaken through implementation of the Community Capacity Building Plan, in accordance with the timeframes in Milestone 15 of clause 10 of the SOW, using a template provided by the Agency from time to time.”

- (h) In Schedule 1 – Establishment Services, clause 13 is deleted in its entirety and replaced with the following:

47(1)(b) - Commercially valuable information



- (i) In Schedule 2 – LAC Services, after clause 1(k), insert a new clause 1(l), to be renumbered as clause 1.12 in accordance with clause 1.1(b) of this Schedule 1, as follows:

"1.12 Foundational Supports is a key area of reform identified by the NDIS Review, which recommends investment in foundational supports to bring fairness, balance and sustainability to the ecosystem supporting people with disability. The Partner acknowledges that during the Contract Period, as Foundational Supports become available, the Partner will make appropriate linkages to Foundational Supports on the same basis as linkages to community and mainstream services, as described in the LAC Functions detailed in Schedule 2, clauses 2-10."

- (j) In Annexure 1 to Schedule 6 – Estimated Volumes, Terminology and Participant Volumes:

- (i) after clause 3, insert a new clause 3A as follows:

3A. LAC Terminology applicable from 1 July 2025

This LAC Services Terminology applies from 1 July 2025.

Activity Name	Service description	Volumes description
LAC Ongoing Participants at month end	N/A	The number of participants at the month end that: • have an active Plan, and • were aged 9 or more years of age at the month end date
Community Capacity Building (hours)	LAC Partners build an understanding of their communities and the diversity that is within them. LACs engage with communities, share information and build and strengthen connections between people with disability and their community. LAC Partners conduct community capacity building activities that enable communities to be more responsive to the needs of people with disability. They help communities remove barriers to inclusion and participation through awareness of the diverse needs and experiences of people with disability in their community.	The number of hours of Community Capacity Building activity provided during the month.
General Information Provision (hours)	LAC Partners assist people with disability to access accurate, timely and accessible information, which may be relevant to the NDIS or to their local	The number of hours of General Information Provision provided during the month. This is based on intake for people with disability unlikely to receive

Activity Name	Service description	Volumes description
	community. These individuals have their needs met through a once-off interaction without requiring further progression to Community Connections and Supports or a Scheme Access Request.	funded supports, who are best supported via a once-off interaction.
Community Connections and Supports Plan	LAC Partners work alongside people with disability to tell their story and look to understand the individual's needs and what they want to achieve. People at this stage could be new to the NDIS or have had an experience within the disability sector. If the person is likely to benefit from additional support, LAC Partners will support to build the person's capacity to find information and link to local community and mainstream supports and services. Where appropriate, the person's story, their goals, and current informal, community and mainstream supports will be documented in a plan for the person. The outcome of Community Connections and Support can result in two pathways for the person: 1) they have been appropriately supported by the Partner to get the information they need and make connections that meet their needs; or 2) they wish to test their eligibility for the NDIS and	Volumes are presented for the month of completion of this activity. This is based on expected intake for people with disability that are unlikely to require funded supports, and for people with disability who go onto become a participant, across the General, Supported, Intensive and Super Intensive streams.

Activity Name	Service description	Volumes description
	receive Scheme Access Support.	
Scheme Access Support	LAC Partners assist, where appropriate, people with disability to understand the NDIS access criteria and process and will work alongside them to help test their eligibility for the NDIS. People who present at this stage may have already interacted with the Scheme or the Partner. They may have received Information Provision or Community Connections and Supports, and the LAC Partner has determined they are likely to meet the Scheme's eligibility requirements. Alternatively, the person may decide that they would like to apply for the NDIS and would like the LAC Partner to support them to do this.	Volumes are presented for the month of completion of this activity. Volumes are based on expected intake for people with disability who go on to become a participant across the General, Supported, Intensive and Super Intensive streams.
Plan Build	LAC Partners work with NDIS Participants to understand what reasonable and necessary funded supports are to be included in an NDIS Participant's plan and build an appropriate plan budget for an NDIA delegate to approve. Plan Budget Development is completed after the person has been given access to the Scheme, or as part of a plan reassessment or variation.	There are no volumes presented for this function, as this activity is expected to be completed by NDIA planners.
Plan Implementation	LAC Partners work closely with a Participant to assist them to make best use of their funded, community and	Volumes are presented for the month of completion for implementation.

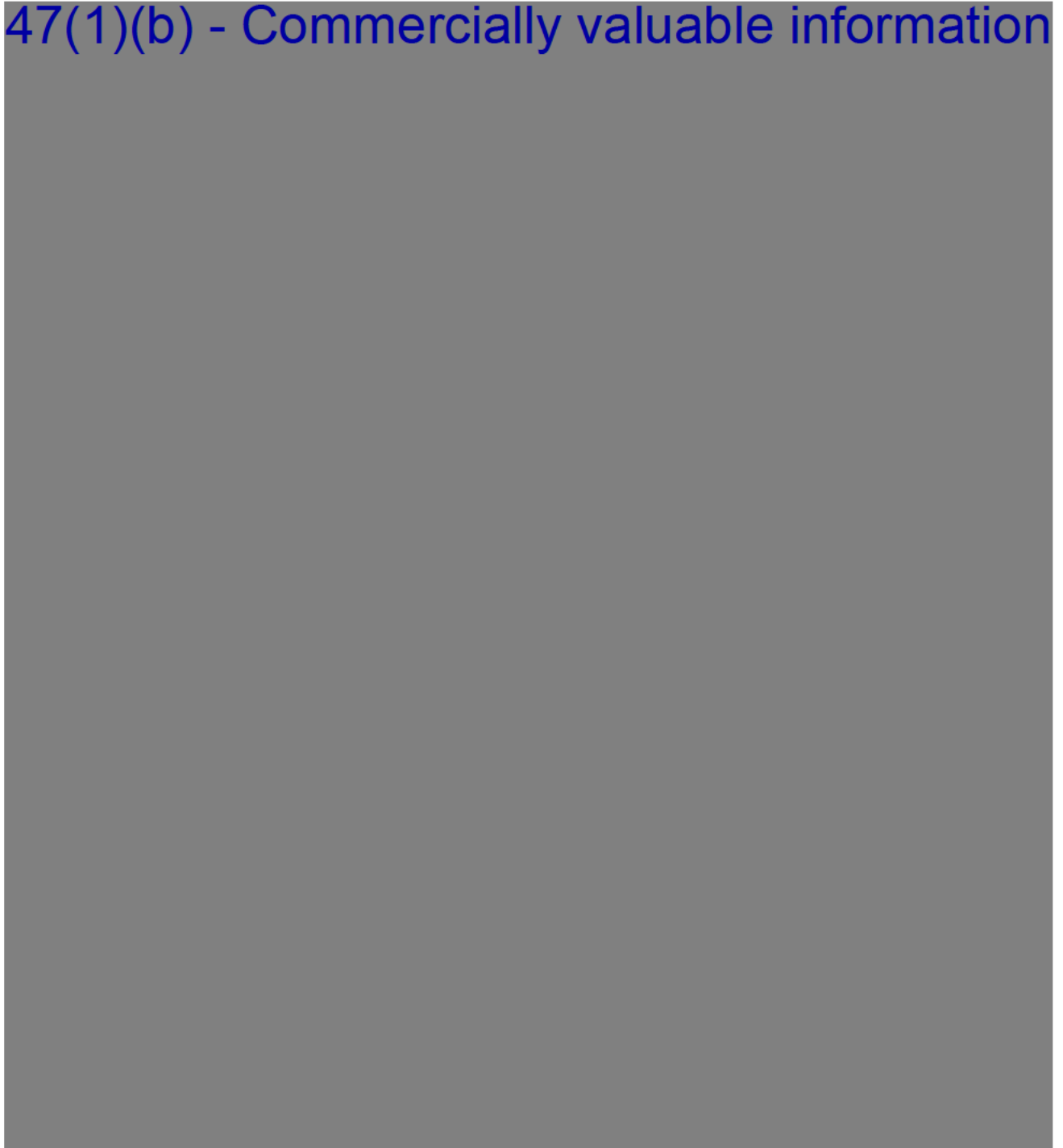
Activity Name	Service description	Volumes description
	mainstream supports in their plan. The plan implementation meeting occurs after the approval of a plan including both first plans and plan reassessments or variations. LAC Partners explain to NDIS Participants how they can use their NDIS plan to access supports and services they need to work towards their goals. This includes how to make best use of the reasonable and necessary funded supports in their NDIS plan and how it can complement their existing or new community and mainstream services and supports. LAC Partners help NDIS Participants to develop skills to understand and manage their NDIS plan. The Plan Implementation meeting occurs after the approval of a NDIS plan at both first plans and plan reassessments or variations.	This includes implementation for participants streamed as General and Supported. An implementation meeting is allocated for 100% of first plans. Plan reassessments and plan variations have an assumed take-up rate of 50%, based on current acceptance of plan implementation meetings.
Check-Ins	LAC Partners check-in with NDIS Participants to support the review of goal progress, plan utilisation, on-going Scheme eligibility and/or identification of any changes in circumstances that may require a variation of their NDIS plan. Check-Ins may be scheduled (prior to the end of funded supports) or unscheduled as initiated by the Agency or by the participant.	Volumes are presented for the month of completion of this activity. This is derived by applying the annual check-in frequency to 1/12 of ongoing Participants at month end. The volumes assume 1.25 check-ins per annum for participants streamed General and Supported.

Activity Name	Service description	Volumes description
Information Gathering for Plan Reassessments (additional effort)	LAC Partners offer support to NDIS Participants that may need to make changes to their plan. They support NDIS Participants to gather information ahead of plan reassessments conducted by the NDIA. Plan reassessments can either be scheduled, as per a set date in the NDIA business system, or unscheduled, which can be conducted by the NDIA or at the request of the participant whereby the NDIA has accepted the request.	Volumes are presented for the month of completion of this activity. Partner work effort is allocated for information gathering for plan reassessments for this volumes category.
Information Gathering for Plan Reassessments (total)	LAC Partners offer support to NDIS Participants that may need to make changes to their plan. They support NDIS Participants to gather information ahead of plan reassessments conducted by the NDIA. Plan reassessments can either be scheduled, as per a set date in the NDIA business system, or unscheduled, which can be conducted by the NDIA or at the request of the participant whereby the NDIA has accepted the request.	This volumes category represents the total volume of plan reassessments and is inclusive of the volumes in "Information Gathering for Plan Reassessment (additional effort)". Partner work effort associated with plan variations and no plan change are reflected in check-ins, ongoing implementation support and plan implementation (plan variation only) volume categories.
Ongoing implementation support	LAC Partners support NDIS Participants with ongoing support to use and manage their NDIS plan. Ongoing Participant Support occurs over the life of the NDIS plan and includes responding to NDIS Participant enquiries and	Volumes reflect the number of participants for which ongoing Plan implementation support is provided during the month. Volumes are presented for the month of completion of this activity. This is based on

Activity Name	Service description	Volumes description
	requests for support with implementation challenges. It may also include administration and other monitoring activity at the direction of the NDIA.	1/12 of ongoing Participants at month end.

(ii) after clause 7, insert a new clause 8 as follows:

47(1)(b) - Commercially valuable information

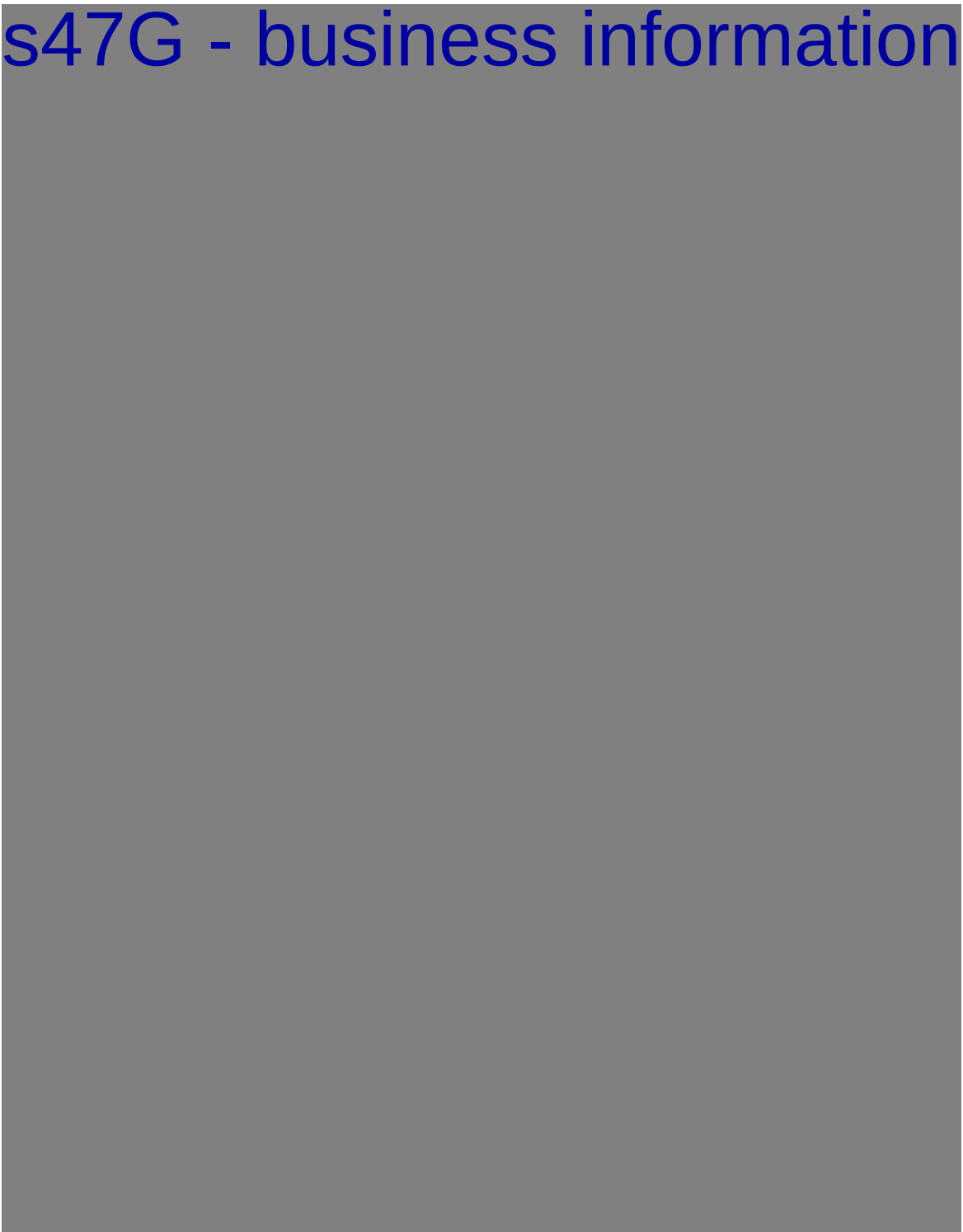


47(1)(b) - Commercially valuable information

1.16. Attachment 4 – Charges, is amended as follows:

- (a) Clause 1(d) is deleted and amended as follows:
 - “1(d) a fixed fee set out in clauses 1.6-1.7 of this Attachment 4 for the other Services provided in each Service Area under the Contract during the Initial Term, which the Partner is entitled to invoice to the Agency on a calendar monthly basis in arrears from the Services Commencement Date until the expiry or earlier termination of the Contract (Monthly Charges); and”
- (b) Clause 1.5 is deleted and amended as follows:
 - “1.5 Monthly Charges
 - The Partner is entitled to invoice the Agency the Monthly Charges specified in clauses 1.6-1.7 below at the end of each calendar month from the Services Commencement Date for the Service Area.”
- (c) In the table titled “Monthly Charges – EC” at clause 1.6, the descriptions and corresponding amounts for the 2024-25 Financial Year, are all deleted.
- (d) In the table titled “Monthly Charges – LAC” at clause 1.6, the descriptions and corresponding amounts for the 2024-25 Financial Year, are all deleted.
- (e) Before clause 2, insert a new clause 1.7, as follows:
 - “1.7 – Monthly Charges – FY2024-25 to FY2026-27
 - (a) EC
 - (i) Total Monthly Charges payable in Financial Year 2024-25, will be paid in equal payments from July 2024 to June 2025 in accordance with clause 1(d), as follows:
 - (A) s47G - business information annum
 - (ii) Total Monthly Charges payable in Financial Year 2025-26, will be paid in equal payments from July 2025 to June 2026 in accordance with clause 1(d), as follows:

s47G - business information



- (f) The first two tables at clause 2, under the heading 'Table 2 Additional Transition Funds April – June 2025' are deleted in their entirety (including the heading) and replaced with the following clauses 2(d)-(e) to be renumbered clauses 2.4-2.5, in accordance with clause 1.1(b) of this Schedule 1:

“2.4 If Additional Transition Funds are payable in the fourth quarter of the Financial Year 2026-27, the total amount of Additional Transition Funds is specified below and will be paid in equal payments each calendar month from April 2027 to June 2027 (inclusive) in accordance with clause 2.2:

(a) 47(1)(b) - Commercially valuable information

(b) LAC - \$197,116.77 (excl GST) per quarter.

2.5 GST is payable on Additional Transition Funds payments.”

(g) The remaining table at clause 2 is deleted in its entirety and replaced with the following heading and table:

"Total Contract Price"

Description	LAC (excl GST)	EC (excl GST)	Total (excl GST)	GST	Total (inc GST)
Contract Price (Deed of Variation 1)	s47G - business information	s7(1)(b)-Commercially valuable information	47(1)(b) - Commercially valuable information		
Contract Price (Deed of Variation 2, revised in Deed of Variation 3)					
Contract Price (Deed of Variation 4)					
Contract Price (Deed of Variation 5)					
Contract Price (Deed of Variation 6)					
Contract Price (Deed of Variation 7)					
Total contract price (Deed of Variation 1 + Deed of Variation 2 + Deed of Variation 3 + Deed of Variation 4 + Deed of Variation 5 + Deed of Variation 6 + Deed of Variation 7)	\$45,791,183.12				

1.17. Attachment 8, Performance Management Framework, is amended as follows:

- (a) clause 1.4.4, is deleted in its entirety and re-numbered and replaced with the following:

“4.4 The Primary Metrics for EC and LAC Services, and the targets for each stage are located at Table 2 (EC) and Table 3 (LAC).”
- (b) “Table 2 Balanced Scorecard Metrics and Targets for Early Childhood (EC) Partners” and “Table 3 Balanced Scorecard Metrics and Targets for Local Area Coordination (LAC) Partners” are deleted in their entirety and replaced with the following tables:

Table 2 Balanced Scorecard Metrics and Targets for Early Childhood (EC) Partners

47(1)(b) - Commercially valuable information



Table 3 Balanced Scorecard Metrics and Targets for Local Area Coordination (LAC) Partners

Focus Measure	Primary Metric (LAC)	Stage 1 Target	Stage 2 Target	Stage 3 Target
1. Outcomes	Percentage of participants and people with disability, who have a goal linked to social participation in the last 12 months.	≥ 60%	≥ 65%	≥ 70%
2. Practice	Percentage of participants and people with disability report “My LAC understands me and my circumstances”.	≥ 70%	≥ 73%	≥ 75%
3. Connections	Percentage of participants and people with disability, requests that result in a successful connection to community and other government services in last 12 months.	≥ 70%	≥ 75%	≥ 80%
4. Satisfaction	Percentage of participants and people with disability that report they are satisfied with the service provided by the partner.	≥ 75%	≥ 73%	≥ 76%
5. Timeliness	Percentage of relevant Participant Service Guarantee commitments and Partner in the Community service level agreements met or exceeded.	≥ 85%	≥ 88%	≥ 90%
6. Volumes	Percentage of activities completed against overall demand.	≥ 80%	≥ 83%	≥ 85%
7. Quality	Percentage of sampled records and services reviewed that meet NDIA quality measures.	≥ 70%	≥ 75%	≥ 80%
8. Insurance Approach	Percentage of participants and people with disability that report the Partner has assisted in building individual capacity.	≥ 60%	≥ 63%	≥ 65%
9. Community Capacity Building	Percentage of community capacity building plan activities reported as ‘completed’ or ‘in progress – on track’.	≥ 70%	≥ 80%	≥ 90%

**Annexure A – Latrobe Community Health Service (Contract) – LAC – Volumes
(attached)**

**Annexure B – Latrobe Community Health Service (Contract) – EC – Volumes
(attached)**

Schedule 2

(Amended Contract attached)