



Australian Government
Department of Education and Training

CONTRACT

IN RELATION TO INCLUSION AGENCY SERVICES

**Under the
Inclusion Support Programme**

Commonwealth of Australia represented by the
Department of Education and Training

ABN 12 862 898 150

The Lady Gowrie Child Centre, Incorporated Adelaide

ABN 85 215 237 980

CONTENTS

1.	Interpretation	1
1.1.	Definitions	1
1.2.	Interpretation	4
1.3.	Construction of contract	5
1.4.	Term of Contract	5
1.5.	Extension	6
2.	Provision of Services	6
2.1.	Your principal obligations	6
2.2.	Liaison with Project Officer	6
2.3.	Subcontractors	6
2.4.	Specified Personnel	7
2.5.	Your responsibility	8
3.	Fees, allowances and assistance	8
3.1.	Our principal obligations	8
3.2.	Overpayments	8
3.3.	Our rights to defer payment	9
3.4.	Repayment of Funding	9
3.5.	Superannuation	Error! Bookmark not defined.
3.6.	Other fees	Error! Bookmark not defined.
4.	Intellectual Property	9
4.1.	Use of Commonwealth Material	11
4.2.	Intellectual Property in Contract Material	11
4.3.	Moral Rights	12
5.	Disclosure of Information	13
5.1.	Interpretation	13
5.2.	Period of confidentiality	13
6.	Privacy	14
6.1.	Interpretation	14
6.2.	Your obligations in relation to privacy	14
7.	Dealing with Copies and Access to Documents	14
7.1.	Interpretation	14
7.2.	Actions at end of contract	14
7.3.	Access to documents	14
8.	Liability	15
8.1.	Proportionate liability regimes excluded	15
8.2.	Indemnity	15

9.	Dispute resolution	15
9.1.	Procedure for dispute resolution	15
9.2.	Costs	16
9.3.	Continued performance	16
9.4.	Exemption	16
10.	Termination or reduction in scope of Services	17
10.1.	Termination or reduction with costs	17
10.2.	Termination for breach	17
11.	Notices	18
11.1.	Format, addressing and delivery	18
11.2.	When received	18
12.	Indigenous Procurement Policy	19
12.1.	Interpretation	19
12.2.	Indigenous Procurement Policy	19
13.	General provisions	21
13.1.	Work health and safety	21
13.2.	Audit and access	23
13.3.	Acknowledgement and publicity	23
13.4.	Insurance	24
13.5.	Extension of provisions to subcontractors and Personnel	24
13.6.	Conflict of interest	24
13.7.	Relationship of parties	25
13.8.	Waiver	25
13.9.	Variation	25
13.10.	Assignment and Novation	25
13.11.	Survival	25
13.12.	Compliance with Laws and Our Policies	26
13.13.	Applicable law	26
	SCHEDULE 1. Contract Details	27
A.	Background	27
B.	The Inclusion Support Programme	28
C.	ISP Guidelines	28
D.	Jurisdiction for Provision of Services	30
E.	Service Delivery	30
F.	IS Portal/Information Technology	30
G.	Strategic Inclusion Plans	31
H.	Specialist Equipment Library	32
I.	Inclusion Development Fund (IDF)	33
J.	Outreach and Community Engagement	34
K.	Transition	34
L.	Required Contract Material	35
M.	Completion Date	35

N.	Time-frame and Extensions:	36
O.	Invoicing and Payment	37
P.	Payment	38
Q.	Project Officer	38
R.	Subcontractors	38
S.	Specified Personnel	38
T.	Fees	38
U.	Allowances and Costs	40
V.	Facilities and Assistance	40
W.	Commonwealth Material	40
X.	Existing Material	40
Y.	Moral Rights	40
Z.	Privacy Conditions, Restrictions or Guidelines	40
AA.	Confidential Information	41
BB.	Insurance	43
CC.	Compliance with Laws and Policies	43
DD.	Workplace Gender Equality Act 2012 (Cth)	44
EE.	Building Code and Occupational Health and Safety Accreditation Scheme	44
FF.	Working with Children Requirements	44
GG.	Statement of Values and Code of Conduct	45
HH.	Fraud Control Plan	46
II.	Web Accessibility	47
SCHEDULE 2. Australian Industry Participation Plan		48
Reserved		48
SCHEDULE 3. Indigenous Participation Plan		1
[INSERT HERE]		Error! Bookmark not defined.

CONTRACT

Date

This contract is made on 30 May 2016.

Parties

This contract is made between and binds the following parties:

1. **Commonwealth of Australia** ('Commonwealth', 'Us', 'We' or 'Our') represented by and acting through the Department of Education and Training ABN 12 862 898 150 ('the Department')
2. **The Lady Gowrie Child Centre, Incorporated Adelaide** ABN 85 215 237 980 43 Dew Street, Thebarton, South Australia, 5031 ('You', or 'Your')

Context

This contract is made in the following context:

- A. We require the provision of the Services.
- B. You are fully informed about the Services and have submitted a proposal to provide the Services.
- C. The parties have agreed that You will provide the Services on the terms and conditions set out in this contract.

OPERATIVE PROVISIONS

1. Interpretation

1.1. Definitions

1.1.1. In this contract, unless the context indicates otherwise:

Business Day	means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place;
CCBY Licence	means a Creative Commons Attribution 3.0 Australia (http://creativecommons.org/licenses/by/3.0/au/) licence;
Commonwealth Coat of Arms	means the Commonwealth Coat of Arms as set out at <i>It's an Honour – Commonwealth Coat of Arms</i> available at http://www.itsanhonour.gov.au/coat-arms/index.cfm ;
Commonwealth Material	means any Material: <ol style="list-style-type: none">a. provided by Us to You for the purposes of this contract; orb. derived at any time from the Material referred to in paragraph

Completion Date	means the date specified in item M of Schedule 1, or if no date is specified, the day after You have done all that You are required to do under this contract to Our satisfaction;
Contract Material	means any Material: <ul style="list-style-type: none"> a. created for the purposes of this contract; b. provided or required to be provided to Us as part of the Services; or c. derived at any time from the Material referred to in paragraphs a or b;
Date of this Contract	means the date written on page 1 of this contract, and if no date or more than one date is written there, then the date on which this contract is signed by the last party to do so;
Department	means the Department of Education and Training and includes any department, agency or authority of the Commonwealth which is from time to time responsible for administering this contract;
Eligible ECCC Services	means those ECCC services meeting the eligibility requirements under section 8.1 of the Inclusion Support Programme Guidelines 2016-17 to 2018-19.
Existing Material	means any Material, except Commonwealth Material, which was in existence before the Date of this Contract or which is developed independently of this contract and which is incorporated in, supplied with or as part of, or required to be supplied with or as part of, the Contract Material and includes, but is not limited to, Material specified in item X of Schedule 1;
Fee	means the fee payable under clause 3.1.1.a and specified in item T of Schedule 1 in relation to a specified part or the whole of the Services;
GST	means Goods and Services Tax as specified in the legislation <i>A New Tax System (Goods and Services Tax) Act 1999</i> ;
Guidelines	means the Inclusion Support Programme Guidelines or current equivalent;
Intellectual Property	includes: <ul style="list-style-type: none"> a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and

	<p>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,</p> <p>but does not include:</p> <p>d. Moral Rights;</p> <p>e. the non-proprietary rights of performers; or</p> <p>f. rights in relation to confidential information;</p>
Interest	means simple interest calculated at the general interest charge rate determined under section 8AAD of the <i>Taxation Administration Act 1953</i> , on the day that payment is due, expressed as a decimal rate per day;
Material	means any thing in relation to which Intellectual Property rights arise;
Moral Rights	means the following non-proprietary rights of authors of copyright Material: <ul style="list-style-type: none"> a. the right of attribution of authorship; b. the right of integrity of authorship; and c. the right not to have authorship falsely attributed;
Next service provider	means the person We engage to provide services that are the same, or substantially the same, as the Services, after this contract expires;
Our Confidential Information	means Our information that: <ul style="list-style-type: none"> a. is described in item AA of Schedule 1; <p style="margin-left: 40px;">We identify, by notice in writing to You after the Date of this Contract as confidential information for the purposes of this contract; or You know or ought to know by its nature is confidential;</p>
Performance issues of the Inclusion Support Portal (IS Portal)	means reoccurring issues which significantly impact the ability for the IS Portal to support the effective and efficient delivery of the ISP;
Personal Information	has the same meaning as it has in section 6 of the Privacy Act.
Personnel	means: <ul style="list-style-type: none"> a. in relation to You - any natural person who is an officer, employee, agent or professional advisor of You or Your subcontractors; and b. in relation to Us - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or

professional advisor of Us;

Programme	means the Inclusion Support Programme
Privacy Act	means the <i>Privacy Act 1988</i> (Cth);
Project Officer	means the person specified (by name or position) in item Q of Schedule 1 or any substitute notified to You;
Services	means the services described in Schedule 1 and includes the provision to Us of the Contract Material specified in item L of Schedule 1;
Specified Personnel	means the Personnel specified in item S of Schedule 1 as required to perform all or part of the work constituting the Services;
Specialist Equipment	means items of equipment that facilitate and support the inclusion of a child or children with additional needs at an Eligible ECCC Service. For further information see the ISP Guidelines.
Subcontractor	includes any entity You engage through any arrangement (whether legally enforceable or not) to provide or assist in the provision of some or all of the Services.
'You', 'Your',	Includes, where the context admits, Your officers, employees, agents and subcontractors and Your successors.
Your Confidential Information	means Your information that: a. is described in item AA of Schedule 1; and b. You identify, by notice in writing to Us after the Date of this Contract as confidential information for the purposes of this contract.

1.2. Interpretation

- 1.2.1. In this contract, unless the contrary intention appears:
- a. words importing a gender include any other gender;
 - b. words in the singular include the plural and vice versa;
 - 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. a reference to a person includes 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, re-enactment, or successor 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. a reference to an item is a reference to an item in a schedule; a reference to a schedule (or an attachment) is a reference to a schedule (or an attachment) to this contract, including as amended or replaced from time to time by agreement in writing between the parties; and
- i. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.2.2. This contract consists of:

- a. this document;
- b. any schedules;
- c. any annexure or other attachments; and
- d. any document incorporated by reference.

1.2.3. In the event of any conflict or inconsistency between any part of:

- a. the terms and conditions contained in the clauses of this contract;
- b. the schedules;
- c. the annexure or other attachments, if any;
- d. documents incorporated by reference, if any;

then the material in any one of paragraphs (a) to (c) above has precedence over the material in a subsequent paragraph, to the extent of any conflict or inconsistency.

1.3. Construction of contract

- 1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.
- 1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.
- 1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.
- 1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Term of Contract

- 1.4.1. This contract commences on the Date of this Contract and, unless terminated earlier, it expires on the Completion Date.

1.5. Extension

- 1.5.1. We may extend this Contract up to 2 times.
- 1.5.2. The Contract can be extended for a minimum of one year and a maximum of three years.
- 1.5.3. You will be advised by notification if the Contract is going to be extended no later than 6 months before the End Date.
- 1.5.4. Additional terms and conditions may be added to the Contract at this time. We will inform You of the payable amount to You at the time of notification.

2. Provision of Services

2.1. Your principal obligations

- 2.1.1. You must:
 - a. perform the Services as specified in Schedule 1;
 - b. provide to Us the Material specified in item L of Schedule 1;
 - c. comply with the time frame for the performance of the Services specified in item N of Schedule 1;
 - d. submit invoices, and any required supporting documents, in the manner specified in item O of Schedule 1; and
 - e. act in accordance with this contract, diligently, effectively and to a high professional standard.
- 2.1.2. You must not act in a way that may bring the Services into disrepute.
- 2.1.3. You must keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by Us under this contract to be determined.

2.2. Liaison with Project Officer

- 2.2.1. You must:
 - a. liaise with the Project Officer as reasonably required; and
 - b. comply with directions of the Project Officer that are consistent with this contract.

2.3. Subcontractors

- 2.3.1. You must not subcontract the performance of any part of the Services without Our prior written approval.
- 2.3.2. We may impose any conditions We consider appropriate when giving Our approval under clause 2.3.1.

- 2.3.3. We have approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified in item R of Schedule 1.
- 2.3.4. Despite any approval given by Us, You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that the work meets the requirements of this contract.
- 2.3.5. You must make available to Us (if requested), details of all subcontractors engaged in the performance of the Services.
- 2.3.6. You acknowledge, and must inform all subcontractors that, We may publicly disclose the names of any subcontractors engaged in the performance of the Services.
- 2.3.7. We may revoke Our approval of a subcontractor on any reasonable ground by giving written notice to You. On receipt of the notice You must, at Your own cost, promptly cease using that subcontractor and arrange their replacement with Personnel or another subcontractor acceptable to Us.
- 2.3.8. If we withdraw Our approval of a subcontractor, You remain liable under this contract for past acts or omissions of Your subcontractors as if they were current subcontractors.
- 2.3.9. You must not enter into a subcontract for the performance of any part of the Services with a subcontractor who is a Relevant Employer, unless that subcontractor has provided You with a current Letter of Compliance.
- 2.3.10. You must ensure that any subcontract You enter into for the performance of any part of the Services includes the obligations in item DD of Schedule 1 and imposes those obligations on the subcontractor.
- 2.3.11. If You receive a Letter of Compliance, or notification of non-compliance with the WGE Act, from a subcontractor approved under clause 2.3.1 of this contract, then You must immediately provide a copy of that Letter of Compliance or notification to Us in accordance with clause 11 of this contract.
- 2.3.12. For the purposes of clauses 2.3.9 and 2.3.11, 'Relevant Employer', 'Letter of Compliance' and 'WGE Act' have the same meaning as in item DD of Schedule 1.

2.4. Specified Personnel

- 2.4.1. You must ensure that the Specified Personnel will perform work in relation to the Services in accordance with this contract.
- 2.4.2. If Specified Personnel are unable to perform the work as required under clause 2.4.1, You must notify Us immediately.
- 2.4.3. You must, at Our request acting in Our absolute discretion, remove Personnel (including Specified Personnel) from work in relation to the Services.
- 2.4.4. If clause 2.4.2 or clause 2.4.3 applies, You must provide replacement Personnel acceptable to Us at no additional cost and at the earliest opportunity.

- 2.4.5. If You are unable to provide acceptable replacement personnel, We may terminate this contract under clause 10.2.

2.5. Your responsibility

- 2.5.1. You are fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any:
- a. involvement by Us in the performance of the Services;
 - b. subcontracting of the Services;
 - c. acceptance by Us of Specified Personnel; or
 - d. payment made to You on account of the Services.

3. Fees, allowances and assistance

3.1. Our principal obligations

- 3.1.1. We will:
- a. pay You the Fee specified in item T of Schedule 1;
 - b. pay You the allowances and meet the costs specified in item U of Schedule 1;
 - c. make all payments as and when specified in item O of Schedule 1; and
 - d. provide facilities and assistance as specified in item V of Schedule 1.

3.2. Overpayments

- 3.2.1. If, at any time, an overpayment occurs for any reason (including where an invoice is found to have been incorrectly rendered after payment) then this amount must be repaid to Us within 20 Business Days of a written notice from Us, or dealt with as directed in writing by Us.
- 3.2.2. An overpayment may be recovered from You, including by offsetting that overpayment against any amount subsequently due to You under this contract or any other arrangement between the parties.
- 3.2.3. If an overpayment is not repaid to Us, Interest is payable on the amount after the expiry of the 20 Business Days notice referred to in clause 3.2.1, until the amount is paid in full.
- 3.2.4. An amount owed to Us under clause 3.2.1 and any interest owed under clause 3.2.3 is recoverable by Us as a debt due to Us by You without further proof of the debt by Us.
- 3.2.5. An adjustment note must be provided to Us if required by the GST Act including where You repay some or all of the Fee or allowances to Us.

3.3. Our rights to defer payment

- 3.3.1. We may (in addition and without prejudice to any other right We may have) defer payment or reduce the amount of any payment if and for so long as You have not completed, to Our satisfaction, that part of the Services to which the payment relates.
- 3.3.2. If We exercise Our rights under clause 3.2.1, You must continue to perform any obligations under this contract, unless We agree otherwise in writing.

3.4. Repayment of Fees

Definition of 'Surplus Amount'

- 3.4.1. If:
- (a) at any time, We in Our sole discretion determine that:
- (i) an overpayment has occurred, including where an invoice is found to have been incorrectly rendered after payment; or
 - (ii) some or all of the Fees have not been dealt with by You in accordance with this Contract to Our satisfaction; or
- (b) at the End Date, or, if another date is specified in item M of the Schedule, that date, some or all of the Fees have not been:
- (i) spent in accordance with this Contract; or
 - (ii) acquitted to Our satisfaction,

then the amount in paragraph (a) or (b) is a **Surplus Amount** for the purposes of this clause 3.4.

3.4.2. We may, in Our sole discretion, divide a Surplus Amount into two amounts and:

- (a) send You a Notice in accordance with clause 3.4.3 in relation to one of the two amounts; and
- (b) require You to comply with clause 3.4.4 in relation to the other of the two amounts,

and if We do this, then a reference to 'Surplus Amount' in clauses 3.4.3 and 3.4.4, respectively, is to whichever of the two amounts the clause applies to in accordance with clauses 3.4.2(a) and 3.4.2(b).

We may issue You with directions regarding the Surplus Amount

3.4.3. We may, in Our sole discretion, by Notice to You give You directions to deal with a Surplus Amount in accordance with the terms and conditions set out in Our Notice and if We do so, the following provisions apply to the Surplus Amount:

- (a) if You accept, within the period of time specified in Our Notice, the terms and conditions of Our Notice in relation to the Surplus Amount:
- (i) this Contract is varied in accordance with Our Notice;

- (ii) You must deal with the Surplus Amount in accordance with all the requirements:
 - (A) applying to Fees under this Contract as if the Surplus Amount were an additional amount of Fees; and
 - (B) specified in Our Notice; and
- (iii) on and from the day You accept the terms and conditions of Our Notice, We may exercise Our rights under this clause 3.4 as if the Surplus Amount were part of the Fees; or
- (b) if You:
 - (i) do not accept the terms and conditions of Our Notice; or
 - (ii) fail to accept the terms and conditions of Our Notice within the period of time specified in Our Notice,

notwithstanding the Notice sent to You under this clause 3.4.3, on and from the day after the end of the period of time specified in our Notice, clause 3.4.4 will apply to the Surplus Amount and We may send You a Notice in accordance with clause 3.4.5(a) in relation to the Surplus Amount and clause 3.4.3 will apply to the Surplus Amount.

We may recover a Surplus Amount

- 3.4.4. Unless We issue You with a Notice in accordance with clause 3.4.3, a Surplus Amount, and any Interest owed under clause 3.4.5, is a debt due to Us from You and We may recover the Surplus Amount and any Interest:
 - (a) from You as a debt without further proof of the debt by Us; or
 - (b) by offsetting part or all of the Surplus Amount and Interest against any amount due to You under:
 - (i) this Contract;
 - (ii) any other arrangement between You and Us;
 - (iii) any arrangement between You and any agency of the Commonwealth other than Us; or
 - (iv) any two or more of (i), (ii) or (iii).
- 3.4.5. We may issue You with a Notice in relation to a Surplus Amount to which clause 3.4.4 applies, and if We do so:
 - (a) You must repay Us the Surplus Amount within 20 business days of receiving the Notice from Us, or within any other period of time which We specify in the Notice or which We subsequently approve in writing; and
 - (b) if You do not repay Us the Surplus Amount in accordance with, and within the period of time specified in, Our Notice, Interest payable by You to Us accrues on the Surplus

Amount on and from the day after the end of the period of time specified in Our Notice until the Surplus Amount is paid in full.

Offsetting under this Contract other debts You owe to Us

Without limiting Our rights under this Contract, under statute, at law or in equity, if You:

- (a) owe the Commonwealth any debt; or
- (b) have any outstanding or unacquitted money,

under any other arrangement with Us or any other agency of the Commonwealth, We may offset or deduct an amount equal to part or all of the debt or outstanding or unacquitted money against any amounts payable to You under this Contract.

3.5. Superannuation

- 3.5.1. This contract is entered into on the understanding that We are not required to make any superannuation contributions in connection with this contract, unless stated to the contrary in item T of Schedule 1.

3.6. Other fees

- 3.6.1. We will pay You a one-off payment for Specialist Equipment in each financial year as set out in item T of Schedule 1.

4. Intellectual Property

4.1. Use of Commonwealth Material

- 4.1.1. We will provide Commonwealth Material to You as specified in item W of Schedule 1.
- 4.1.2. We grant (or will procure) a royalty-free, non-exclusive licence for You to use, reproduce and adapt the Commonwealth Material for the purposes of this contract.
- 4.1.3. You must use the Commonwealth Material strictly in accordance with any conditions or restrictions set out in item W of Schedule 1, and any direction from Us.

4.2. Intellectual Property in Contract Material

- 4.2.1. Intellectual Property in all Contract Material vests or will vest in Us.
- 4.2.2. Clause 4.2.1 does not affect the ownership of Intellectual Property in:
 - a. any Commonwealth Material incorporated into Contract Material; or
 - b. any Existing Material.
- 4.2.3. You grant (or will procure for) Us a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Existing Material, in conjunction with the Contract Material, for any purpose.

- 4.2.4. You agree that the licence granted in clause 4.2.3 includes a right for Us to licence the Existing Material in conjunction with the Contract Material to the public under a CCBY Licence [see <http://creativecommons.org/licenses/by/3.0/au/deed.en>]. In accordance with the timeframe specified in item N of Schedule 1 for provision of the Contract Material, You must provide Us with all author or licensor attribution details in order for Us to comply with the CCBY Licence conditions.
- 4.2.5. You must, on Our request, create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 4.2.
- 4.2.6. You warrant that:
- a. You are entitled; or
 - b. You will be entitled at the relevant time,
- to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 4.2.

4.3. Moral Rights

- 4.3.1. In this clause 4.3:

- Permitted Acts** means any of the following classes or types of acts or omissions:
- a. using, reproducing, adapting or exploiting all or any part of the Contract Material, with or without attribution or authorship;
 - b. supplementing the Contract Material with any other Material;
 - c. using the Contract Material in a different context to that originally envisaged; and
 - d. the acts or omissions, specifically set out in item Y of Schedule 1;
- but does not include false attribution of authorship.
- 4.3.2. Where You are a natural person and the author of the Contract Material, You consent to the performance of the Permitted Acts by Us or any person claiming under or through Us (whether occurring before or after the consent is given).
- 4.3.3. Where clause 4.3.2 does not apply, You must obtain from each author of any Contract Material a written consent which extends directly or indirectly to the performance of the Permitted Acts by Us or any person claiming under or through Us (whether occurring before or after the consent is given) and, on request, to provide the executed original of any such consent to Us.
- 4.3.4. This clause 4.3 does not apply to any Commonwealth Material incorporated in the Contract Material.

5. Disclosure of Information

5.1. Interpretation

- 5.1.1. Subject to clause 5.1.6:
- a. You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
 - b. We must not, without Your prior written approval, disclose any of Your Confidential Information to a third party.
- 5.1.2. In giving written approval to disclosure, a party may impose such conditions as it thinks fit, and the other party agrees to comply with those conditions.
- 5.1.3. We may at any time require You to arrange for any person engaged in, or in relation to, the performance or management of this contract (including Personnel and subcontractors) to give a written undertaking in a form acceptable to Us relating to the use and non-disclosure of Our Confidential Information.
- 5.1.4. If You receive a request under clause 5.1.3 You must promptly arrange for all undertakings to be given.
- 5.1.5. You agree to secure all Our Confidential Information against loss and unauthorised access, use, modification or disclosure.
- 5.1.6. The obligations on the parties under this clause 5 will not be breached if information:
- a. is disclosed by Us to the responsible Minister;
 - b. is disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - c. is shared by Us within the Department, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
 - d. is authorised or required by law to be disclosed; or
 - e. is in the public domain otherwise than due to a breach of this clause 5.
- 5.1.7. Nothing in this clause 5 limits Your obligations under clause 6 [Privacy], clause 7.3 [Access to Documents] or clause 13.2 [Audit and Access].

5.2. Period of confidentiality

- 5.2.1. The obligations under this clause 5 continue:
- a. in relation to an item of information described in item AA of Schedule 1 - for the period set out in that item;
 - b. in relation to any information identified in writing after the Date of this Contract as confidential information for the purposes of this contract - for the period agreed by the parties in writing; and

- c. in relation to Our information that You know or ought to know by its nature is confidential - until the information is released into the public domain otherwise than by a breach of this contract.

6. Privacy

6.1. Interpretation

- 6.1.1. In this clause 6:

Australian Privacy Principle has the same meaning as it has in section 6 of the Privacy Act.

6.2. Your obligations in relation to privacy

- 6.2.1. You agree, in providing the Services:

- a. not to do any act or engage in any practice which, if done or engaged in by Us, would be a breach of an Australian Privacy Principle; and
- b. to comply with any conditions, restrictions or guidelines referred to in, or relating to the matters set out in item Z of Schedule 1, to the extent that they are consistent with the Australian Privacy Principles.

- 6.2.2. You agree to notify Us immediately if You become aware of a breach or possible breach of any of Your obligations under this clause 6.

7. Dealing with Copies and Access to Documents

7.1. Interpretation

- 7.1.1. In clause 7.2:

Copy means any document, device, article or medium in which Commonwealth Material, Contract Material, or Our Confidential Information is embodied.

7.2. Actions at end of contract

- 7.2.1. You will, on expiration or termination of this contract, deal with all Copies as directed by Us, subject to any requirement of law binding on You.

7.3. Access to documents

- 7.3.1. This clause 7.3 applies if this contract is a 'Commonwealth contract' as defined in the *Freedom of Information Act 1982 (Cth)* and 'document' has the meaning given by that Act.

- 7.3.2. You agree that:

- a. Where We have received a request for access to a document created by, or in the possession of, You or any of Your subcontractors that relates to the performance of this contract (and not to the entry into the contract), We may at

any time by written notice require You to provide the document to Us and You must, at no additional cost to Us, promptly comply with the notice; and

- b. You must assist Us in respect of Our obligations under the *Freedom of Information Act 1982 (Cth)*; and
- c. You must include in any subcontract relating to the performance of this contract provisions that will enable You to comply with Your obligations under this clause 7.3.

8. Liability

8.1. Proportionate liability regimes excluded

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

8.2. Indemnity

- 8.2.1. You indemnify Us from and against any:
 - a. cost or liability incurred by Us;
 - b. loss or damage to Our property; or
 - c. loss or expense incurred by Us in dealing with any claim against Us including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by Us,arising from either:
 - d. a breach by You of this contract; or
 - e. an act or omission involving fault on the part of You or Your Personnel in connection with this contract.
- 8.2.2. Your liability to indemnify Us under clause 8.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of Us or Our Personnel contributed to the relevant cost, liability, loss, damage or expense.
- 8.2.3. Our right to be indemnified under this clause 8.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
- 8.2.4. In this clause 8.2 "fault" means any negligent or unlawful act or omission or wilful misconduct.

9. Dispute resolution

9.1. Procedure for dispute resolution

- 9.1.1. A dispute arising under this contract will be dealt with as follows:

- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- b. within 5 Business Days (or such other period as agreed by the parties in writing) each party will nominate a representative not having any prior involvement in the dispute;
- c. the representatives will try to settle the dispute by direct negotiation between them;
- d. failing settlement within a further 10 Business Days, or such other period as agreed by the parties in writing (or failure of one or both parties to nominate a representative within the period set out in clause 9.1.1.b), the parties may agree to refer the dispute to an independent third person with power:
 - i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - ii. to mediate and recommend some form of non-binding resolution;
- e. the parties will co-operate fully with any process instigated under clause 9.1.1.d in order to achieve a speedy resolution; and
- f. if the parties have been unable to agree to refer the dispute to an independent third person, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties may agree in writing), either party may commence legal proceedings.

9.2. Costs

- 9.2.1. Each party must bear its own costs of complying with this clause 9, and the parties must bear equally the cost of any third person engaged under clause 9.1.1.d.

9.3. Continued performance

- 9.3.1. Despite the existence of a dispute, You must (unless required in writing by Us not to do so) continue to perform the Services.

9.4. Exemption

- 9.4.1. Clause 9.1 does not apply to:
 - a. action by Us under or purportedly under clauses 10.1 or K of Schedule 1,
 - b. action by either party under or purportedly under clause 10.2;
 - c. where an agency or authority of the Commonwealth of Australia, a State or Territory is investigating a breach or suspected breach of the law by You; or
 - d. legal proceedings by either party seeking urgent interlocutory relief.

10. Termination or reduction in scope of Services

10.1. Termination or reduction with costs

- 10.1.1. We may by notice, at any time and in Our absolute discretion, terminate this contract or reduce the scope of the Services immediately.
- 10.1.2. You must, on receipt of a notice of termination or reduction:
- a. stop or reduce work as specified in the notice;
 - b. take all available steps to minimise loss resulting from that termination or reduction; and
 - c. continue work on any part of the Services not affected by the notice.
- 10.1.3. In the event of termination under clause 10.1.1, We will be liable only:
- a. to make any payment relating to Services completed before the effective date of termination;
 - b. to reimburse any expenses You unavoidably incur relating entirely to Services not covered under clause 10.1.3a and directly attributable to the termination;
 - c. to pay any allowance and meet any costs unavoidably incurred under item U of Schedule 1 before the effective date of termination; and
 - d. to provide the facilities and assistance necessarily required under item V of Schedule 1 before the effective date of termination.
- 10.1.4. We will not be liable to pay amounts under clause 10.1.3.a and 10.1.3.b which would, added to any fees already paid to You under this contract, together exceed the Fee set out in item T of Schedule 1.
- 10.1.5. In the event of a reduction in the scope of the Services under clause 10.1.1, Our liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.
- 10.1.6. You will not be entitled to compensation for loss of prospective profits.

10.2. Termination for breach

- 10.2.1. If a party is in breach of any of its obligations under this contract, then the other party - if it considers that the breach is:
- a. not capable of remedy – may, by notice, terminate this contract immediately; or
 - b. capable of remedy – may, by notice require that the breach be remedied within 10 Business Days of receiving the notice and, if the breach is not remedied within that time, may terminate this contract immediately by giving a second notice.
- 10.2.2. We may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if:

- a. We are satisfied that, prior to entering into this contract, You engaged in misleading or deceptive conduct or omitted to provide information to Us in connection with the performance or awarding of this contract;
 - b. You are unable to pay all Your debts when they become due, or are presumed to be insolvent, or if You are:
 - i. a corporation - come under any form of external administration, or receive a notice, or proceedings are commenced, to dissolve You or cancel Your incorporation or registration, or to place You under any form of external administration;
 - ii. an individual - become bankrupt or enter into an arrangement under Part IX or Part X of the *Bankruptcy Act 1966*; or
- 10.2.3. You cease to carry on a business relevant to the performance of the Services.

11. Notices

11.1. Format, addressing and delivery

- 11.1.1. A notice under this contract is only effective if it is in writing, and dealt with as follows:
 - a. *if given by You to Us*- addressed to the Project Officer at the address specified in item Z.5 of Schedule 1 or as otherwise notified by Us; or
 - b. *if given by Us to You* - given by the Project Officer (or any superior officer to the Project Officer) and addressed (and marked for attention) as specified in item Z.6 of Schedule 1 or as otherwise notified by You.
- 11.1.2. A notice is to be:
 - a. signed by the person giving the notice and delivered by hand; or
 - b. signed by the person giving the notice and sent by pre-paid post; or
 - c. transmitted electronically by the person giving the notice by electronic mail or facsimile transmission.

11.2. When received

- 11.2.1. A notice is taken to have been received:
 - a. *if delivered by hand* - upon delivery to the relevant address;
 - b. *if sent by pre-paid post* - 5 Business Days after the date of posting to the relevant address; or
 - c. *if transmitted electronically* – at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

- 11.2.2. A notice received after 5:00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be received on the next Business Day in that place.

12. Indigenous Procurement Policy

12.1. Interpretation

12.1.1. In this clause 12:

Indigenous enterprise	means an organisation that is 50 per cent or more Indigenous owned that is operating a business
High Value Contract	means a contract where: <ol style="list-style-type: none">the Goods and/or Services will be delivered in Australia;the value of the Goods and/or Services is \$7.5 million (GST inclusive) or more; andmore than half the value of the contract is being spent in one or more of the following industry sectors:<ol style="list-style-type: none">building, construction and maintenance services;transportation, storage and mail services;education and training services;industrial cleaning services;farming and fishing and forestry and wildlife contracting services;editorial and design and graphic and fine art services;travel and food and lodging and entertainment services; orpolitics and civic affairs services.
Indigenous Participation Plan	means the plan detailing how You will meet the Mandatory Minimum Requirements in the Indigenous Procurement Policy.
Mandatory Minimum Requirements	means the requirements set out in the Indigenous Procurement Policy.

12.2. Indigenous Procurement Policy

- 12.2.1. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (for further information, see Indigenous Procurement Policy, available at <http://www.dpmc.gov.au/indigenous-affairs>).

- 12.2.2. You must use reasonable endeavours to increase Your:
- a. purchasing from Indigenous enterprises; and
 - b. employment of Indigenous Australians,
in the delivery of the Services.
- 12.2.3. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in Your supply chain.
- 12.2.4. Without limiting clause 12.2.2, You must comply with the Indigenous Participation Plan.
- 12.2.5. You must provide a written report on Your compliance with the Indigenous Participation Plan to the Project Officer:
- a. at least once every quarter during the term of this contract; and
 - b. within 5 Business Days after the end of the term of this contract (**End of Term Report**).
- The End of Term Report must identify whether You:
- c. met the Mandatory Minimum Requirements; and
 - d. complied with the Indigenous Participation Plan.
- If You did not comply with the Indigenous Participation Plan You must provide an explanation for Your non-compliance.
- 12.2.6. If the Project Officer considers, in its absolute discretion at any time during the term of this contract, that it has concerns in relation to Your:
- a. compliance with the Indigenous Participation Plan; or
 - b. overall ability to meet the mandatory minimum requirements as set out in the Indigenous Participation Plan,
- the Project Officer may request You to provide additional detail in relation to Your implementation of and overall ability to comply with the Indigenous Participation Plan. You must comply with all reasonable directions issued by the Project Officer in relation to Your implementation of the Indigenous Participation Plan.
- 12.2.7. Without limiting Our other rights under this contract or at law, any material failure by You to:
- a. implement the Indigenous Participation Plan; or
 - b. comply with a direction issued by the Project Officer under clause 12.2.6,
- will be a breach of this contract, and We may terminate this contract in accordance with clause 10.2.

12.2.8. Notwithstanding any other clause of this contract, You acknowledge and agree that the reports You submit under clause 12.2.5:

- a. will be recorded in a central database that is able to be accessed by Commonwealth entities and may be made publicly available;
- b. will not be considered to be Your Confidential Information; and
- c. may be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide goods and / or services to a Commonwealth entity.

13. General provisions

13.1. Work health and safety

- 13.1.1. In carrying out this contract You must ensure that the Services are performed in a safe manner, including by:
- a. complying with, and ensuring Your Workers comply with, all WHS legislation and Approved Codes of Practice relating to work health and safety;
 - b. when performing the Services on Your premises, complying with, and ensuring Your Workers comply with, all Your applicable instructions, directions, policies and procedures relating to work health and safety;
 - c. when performing the Services at Our Premises, You must:
 - i. inform Yourself, and ensure Your Workers inform themselves, of Our work health and safety policies and procedures that We provide to You and are relevant to the Services; and
 - ii. comply with, and ensure Your Workers comply with, the above health and safety policies and procedures;
 - d. not placing Us in breach of Our obligations under the WHS legislation and ensuring that Your Workers do not place Us in breach of Our obligations under WHS legislation;
 - e. where the health and safety of any person may be affected by the performance of the Services, consulting, cooperating and coordinating with Us and any other relevant duty holders and Workers in relation to health and safety issues;
 - f. notifying Us, as soon as practicable, of:
 - i. any concern You have regarding work health and safety in relation to Services performed by Workers;
 - ii. any Notifiable Incident arising and provide Us with a copy of any written notice given to the Regulator, the results of any investigation into the cause and any recommendation You have for prevention in the future;
 - iii. breach or suspected breach of the WHS legislation in relation to the Services performed under this contract;

- iv. cessation of work on the Services, or direction to cease work on the Services from any person having a right or power under the WHS legislation to do so, due to unsafe work;
- v. entry by an Inspector to any place where the Services are being performed or a Provisional Improvement Notice, Non-Disturbance Notice, Section 155 Notice, Section 171 Direction or Prohibition Notice is issued or WHS Undertaking provided to the Regulator;
- vi. proceedings against, decision by the Regulator in relation to, or request from the Regulator to You or Your Workers under the WHS Act;
- g. ensuring that any subcontract entered into in relation to the Services imposes obligations on subcontractors equivalent to the obligations You have under this clause.

13.1.2. In the event of any inconsistency between:

- a. any of the policies and procedures referred to in this clause; or
- b. WHS legislation,

You will comply with the policies, procedures and/or legislation that comply with the WHS legislation and notify Us of any such inconsistency.

13.1.3. To the extent permitted by law, We are not liable to You for any loss in connection with work health and safety in relation to Workers performing Services.

13.1.4. For the purposes of this clause, the terms:

- a. 'Approved Code of Practice' means a practical guide to achieving the standards of health, safety and welfare that is approved pursuant to section 274 of the WHS Act;
- b. 'Inspector', 'Non-Disturbance Notice', 'Notifiable Incident', 'Provisional Improvement Notice', 'Prohibition Notice', 'WHS Undertaking' and 'Worker' have the meaning given in the WHS Act;
- c. 'Regulator' has the meaning given to it under WHS Act;
- d. 'Section 155 Notice' means a notice issued under section 155 of the WHS Act;
- e. 'Section 171 Direction' means a direction issued under section 171 of the WHS Act;
- f. 'WHS Act' means *Work Health and Safety Act 2011 (Cth)*; and
- g. 'WHS legislation' means the WHS Act, any regulations made under that Act and any 'corresponding WHS law' within the meaning of section 4 of the WHS Act and Regulation 6A of the Work Health and Safety Regulations 2011.

13.2. Audit and access

- 13.2.1. You must at all reasonable times give any employee of Us on production of photo identification, or any person authorised in writing by Us:
- a. reasonable access to:
 - i. Your employees and equipment;
 - ii. premises occupied by You;
 - iii. Material; and
 - b. reasonable assistance to:
 - i. inspect the performance of the Services;
 - ii. locate and inspect Material;
 - iii. make copies of Material and remove those copies, relevant to the Services.
- 13.2.2. The rights referred to in clause 13.2.1 are subject to:
- a. the provision of reasonable prior notice to You; and
 - b. Your reasonable security procedures.
- 13.2.3. If a matter is being investigated which, in Our opinion or in the opinion of any person authorised in writing by Us, may involve an actual or apprehended breach of the law, clause 13.2.2.a will not apply.
- 13.2.4. The requirement for access specified in clause 13.2.1 does not in any way reduce Your responsibility to perform Your obligations under this contract.
- 13.2.5. A breach of Your obligations under this clause 13.2 is, for the purposes of clause 10.2 [Termination for breach], a breach which is not capable of remedy.

NOTE: There are additional rights of access under the Ombudsman Act 1976, the Privacy Act, and the Auditor-General Act 1997.

13.3. Acknowledgement and publicity

- 13.3.1. You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Project, or any products, processes or inventions developed as a result of the Project, acknowledge the financial and other support You have received from Us.
- 13.3.2. You will use Your organisation branding and must have an acknowledgement of Australian Government funding text ("*The Inclusion Support Programme is funded by the Australian Government Department of Education and Training*") on Your letterhead and communication materials.
- 13.3.3. We reserve the right to publicise and report on the Funding to You, including Your name, the amount of Funding given to You and the title and a brief description of the Project.

13.3.4. You must not use the Commonwealth Coat of Arms for the purposes of this Contract.

13.4. Insurance

13.4.1. You must:

- a. effect and maintain the insurance specified in item BB of Schedule 1; and
- b. on request, provide proof of insurance acceptable to Us.

13.4.2. This clause 13.4 continues in operation for so long as any obligations remain in connection with this contract.

13.5. Extension of provisions to subcontractors and Personnel

13.5.1. In this clause 13.5:

Requirement means an obligation, condition, restriction or prohibition binding on You under this contract.

13.5.2. You must ensure that:

- a. Your subcontractors and Personnel comply with all relevant Requirements; and
- b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.

13.5.3. You must exercise any rights You may have against any of Your subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by Us.

13.6. Conflict of interest

13.6.1. In this clause 13.6:

Conflict means any matter, circumstance, interest, or activity affecting You, Your Personnel or subcontractors which may or may appear to impair Your ability to provide the Services to Us diligently and independently.

13.6.2. You warrant that, to the best of Your knowledge after making diligent inquiry, at the Date of this Contract no Conflict exists or is likely to arise in the performance of the Services.

13.6.3. If, during the period of this contract a Conflict arises, or appears likely to arise, You must:

- a. notify Us immediately;
- b. make full disclosure of all relevant information relating to the Conflict; and
- c. take any steps We reasonably require to resolve or otherwise deal with the Conflict.

- 13.6.4. If You fail to notify Us under this clause 13.6, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this contract under clause 10.2.

13.7. Relationship of parties

- 13.7.1. You are not by virtue of this contract an officer, employee, partner or agent of Ours, nor do You have any power or authority to bind or represent Us.
- 13.7.2. You must not:
- a. misrepresent Your relationship with Us; or
 - b. engage in any misleading or deceptive conduct in relation to the Services.
- 13.7.3. For the avoidance of doubt, except to the extent that You are restricted or prevented from disclosing Our Confidential Information or Personal Information, no right or obligation in this contract is to be read or understood as restricting or preventing Your rights to:
- a. comment on;
 - b. advocate support for; or
 - c. oppose change to;
- any matter established by law, policy or practice of the Commonwealth.

13.8. Waiver

- 13.8.1. 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 that right.
- 13.8.2. 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 it has not fully exercised the right.

13.9. Variation

- 13.9.1. A variation of this contract is binding only if agreed in writing and signed by the parties.

13.10. Assignment and Novation

- 13.10.1. You cannot assign Your obligations, and must not assign Your rights, under this contract without Our prior written approval.
- 13.10.2. You must not negotiate with any other person to enter into an arrangement that will require novation of Your rights or obligations under this contract without first consulting Us.

13.11. Survival

- 13.11.1. Unless the contrary intention appears, the expiry or earlier termination of this contract will not affect the continued operation of any provision relating to:

- a. licensing of Intellectual Property;
- b. confidentiality;
- c. security;
- d. privacy;
- e. dealing with copies;
- f. books and records;
- g. audit and access;
- h. an indemnity;

or any other provision which expressly or by implication from its nature is intended to continue.

13.12. Compliance with Laws and Our Policies

13.12.1. You must, in carrying out Your obligations under this contract, comply with:

- a. any relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- b. any of Our policies notified by Us to You in writing,
including those listed in item CC of Schedule 1.

13.13. Applicable law

13.13.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

13.13.2. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

SCHEDULE 1. CONTRACT DETAILS

A. Background

1. Structure of the Department of Education and Training (the Department)
 - a. The Department is the lead Australian Government agency providing national leadership in education, skills and training.
 - b. The Department works in collaboration with the States and Territories and has offices and agencies throughout Australia and overseas allowing an active, national and client-focused approach.
 - c. The Department is responsible for national policies and programmes that help Australians access quality and affordable early child care and childhood education, school education, higher education, vocational education and training, international education and research.
2. Children with additional needs in early childhood and child care
 - a. Early childhood and child care (ECCC) plays a pivotal role in the development of Australian children, their preparation for school and in enabling parents to participate in the workforce. Australian and international evidence shows that participation in high quality ECCC can be effective in improving life outcomes for children through enhanced cognitive, language and social development. These benefits accrue, not just to the child but to society as a whole, through enhanced human capital and productivity and reduced public expenditure on health, welfare and crime over the life course.
 - b. Children with additional needs, in particular children with disability and children from culturally and linguistically diverse backgrounds (CALD), face unique barriers and servicing requirements compared to typically developing children, which leads to their participation in ECCC services to be lower than their representation in the population.
 - c. While there is no national definition of 'additional needs', a range of risk factors may (but not always) lead children with particular characteristics to be vulnerable to suboptimal learning and life outcomes. These include:
 - i. children with disability including those undergoing assessment for disability;
 - ii. Aboriginal and Torres Strait Islander children;
 - iii. children from CALD backgrounds;
 - iv. children from a refugee or humanitarian background;
 - v. children with serious medical condition/s;
 - vi. children presenting with language and speech delays; and
 - vii. children presenting with disruptive behaviour.
 - d. While some ECCC Services have existing capacity and capability to include children with additional needs, others require extra support to do so. This may include educational and

programming advice, access to an additional educator, access to bicultural support services such as an interpreter or translator and access to specialised equipment.

B. The Inclusion Support Programme

1. The Inclusion Support Programme (ISP), announced by the Australian Government as part of the Child Care Safety Net in the 2015-16 Budget, is based on an inclusive model that aims to build the capacity and capability of ECCC Services to include children with additional needs in a mainstream service; providing them with an opportunity to learn and develop alongside their typically developing peers.
2. The Programme has dual objectives to:
 - a. support Eligible ECCC Services to improve their capacity and capability to provide inclusive practices; and address participation barriers. This support should allow Eligible ECCC Services to include children with additional needs in mainstream services alongside their typically developing peers; and
 - b. provide parents and carers of children with additional needs with access to appropriate ECCC Services that assist those parents and carers to participate in the workforce.
3. The Programme will commence on 1 July 2016 and operate until 30 June 2019 (Project Period). The Programme will replace the Inclusion and Professional Support Program (IPSP), which ceases on 30 June 2016.

C. ISP Guidelines

1. The ISP Guidelines for 2016-2017 to 2018-2019 are available on the Department's website (www.education.gov.au). The ISP Guidelines provide comprehensive information about the Programme including:
 - a. Programme objectives;
 - b. types of support available;
 - c. eligibility requirements; and
 - d. how to access support.
2. You must ensure service delivery is in accordance with these ISP Guidelines as amended from time to time.
3. The Department reserves the right to amend the ISP Guidelines to reflect Australian Government priorities and any such amendments will be published on the Department's website (www.education.gov.au). The Department will advise You of updates.
4. The Programme consists of three key elements:
 - a. **Inclusion Agencies (IAs)** - an IA will be contracted to assist Eligible ECCC Services operating within a particular jurisdiction build their capacity and capability to provide and embed inclusive practice in their delivery of early learning and care programmes. Section A of the ISP Guidelines outlines the role of IAs and how Eligible ECCC Services can access IA non-financial support.

- b. Inclusion Development Fund (IDF) - the IDF provides funding to assist Eligible ECCC Services to address a barrier to inclusion that cannot be addressed by the support provided by an IA. Sections B, C, D, E and F of the ISP Guidelines outline the IDF and how services can apply for support.
- c. Inclusion Development Fund Manager - a single national Inclusion Development Fund Manager will provide nationally consistent and equitable management of the IDF through assessing applications for funding and communicating outcomes to applicant Eligible ECCC Services. Section G of the ISP Guidelines outlines the role of the IDF Manager and how it will interact with Eligible ECCC Services.

5. The Programme's Inclusion Principles and Approaches to Best Practice^[1] are:

- a. **Promoting access** - The most fundamental element of inclusion is enabling children with additional needs to access a wide range of environments and experiences. This requires removing physical or structural barriers and providing multiple ways to promote learning and development.
- b. **Assistive technology** - Assistive technology involves interventions that use a range of strategies to promote a child's access to learning opportunities. Strategies range from making simple changes to the environment and materials to helping children use specialist equipment. Combining assistive technologies with effective teaching promotes the child's participation in learning and relating to others.
- c. **Promoting participation** - Attending an early learning programme does not guarantee participation. Without purposeful adaptations and strategies, children with additional needs may not be included in activities to the same level as their typically developing peers. Ensuring participation involves using a range approaches to promote engagement and a sense of belonging for each child.
- d. **Building functional skills** - To participate meaningfully in everyday activities, children with additional needs require functional skills such as communication, mobility, social skills and self-management. A functional approach to intervention aims to enable a child to accomplish particular tasks, rather than to promote change in an impairment or developmental sequence, or change the way in which a task is accomplished to make it more 'normal'.
- e. **Environmental adaptations** - A key approach to promoting inclusion for children with additional needs is to modify the environment, rather than try to modify the child. That is, teaching the child skills to manage the environment as it currently exists, even when that environment is designed for children without additional needs. Environmental modifications can take many forms, including physical modifications of buildings, the use of technological aids, and changes in routines.

^[1] *Strengthening Inclusive Practices in Early Childhood Intervention Services: Best Practice Guide*, Centre for Community Child Health, Murdoch Children's Research Institute, The Royal Children's Hospital, Melbourne, 2013.

The social environment can also be modified to create more accepting and inclusive social interactions.

- f. **Promoting engaging and responsive service delivery** - Relationships are just as important for the parents of children with additional needs as they are for children. The effectiveness of early childhood and child care services therefore depends as much on the manner in which services are delivered as it does on what is being delivered. As such, a fundamental skill of early childhood and child care professionals is the ability to build positive relationships with families.
- g. **Consultations, coaching and collaboration skills** - In addition to core relationship building skills, early childhood and child care professionals require skills in communication and knowledge transfer, to help others understand the importance of and benefits of inclusion to all children and families.

- 6. While the IDF Manager is responsible for approving or declining applications for funding, payment is made directly to the ECCC Service by the Department and occurs retrospectively following a claims process.

D. Jurisdiction for Provision of Services

(see clause 2.1.1.a)

- 1. You will have responsibility for delivering Inclusion Agency Services within Your jurisdiction, being South Australia.

E. Service Delivery

- 1. You will work with Eligible ECCC services within Your jurisdiction to assess and build their capacity and capability to provide and embed inclusive practice and provide solutions to barriers to inclusion.
- 2. You must tailor support to the individual needs of each Eligible ECCC Service.
- 3. You must ensure delivery of appropriate and equitable service coverage to all Eligible ECCC Services in major cities, inner regional, outer regional, remote and very remote regions in accordance with Your Annual Work Plans as approved by the Department.
- 4. This support must be appropriate and tailored to reflect the demographics and needs of the services and children in the jurisdiction including awareness and identification of emerging trends.
- 5. You must ensure Your reporting meets the reporting requirements of section N of this Schedule.

F. IS Portal/Information Technology

- 1. You must maintain information technology capability, support and infrastructure to meet programme requirements, in collaboration with the IDF Manager and Us.
- 2. You must assist all Eligible ECCC services receiving support from the Programme to use the Inclusion Support Portal (IS Portal) unless clause 3 applies.
- 3. Where services, such as Budget Based Funded services, do not have access to appropriate technology resources, a Strategic Inclusion Plan (SIP) and application for funding for all streams

- of the Inclusion Development Fund (IDF) can be completed offline by the service with your assistance.
4. You must use the IS Portal for Your administration of the programme, including, but not limited to:
 - a. creating a SIP for each Eligible ECCC service requiring support from the Programme and generating the Letter of Introduction to the service;
 - b. reviewing ECCC services' SIPs; and
 - c. reviewing and providing an endorsement outcome on applications for funding under the IDF in accordance with ISP Guidelines.
 5. You must support Eligible ECCC services to access and use the IS Portal, including, but not limited to:
 - a. facilitating access to the IS Portal for authorised or key personnel in the service within 3 business days of a request being received;
 - b. creating the SIP and assisting eligible ECCC services to complete a SIP;
 - c. completing applications for funding from all streams of the IDF;
 - d. providing assistance to services who require changes to their approved funding, for example change of circumstances or where funding is no longer required;
 - e. completing the online declaration of funding for IDF Innovative Solutions; and
 - f. completing an annual review of the SIP and recording progress notes.
 6. You must log, track and report significant or reoccurring Performance Issues of the IS Portal to the Department's IS Portal Helpdesk.
 7. You must support ECCC services to understand processes and requirements of the Programme in the IS Portal.
 8. You must ensure service delivery is in accordance with the ISP User Guide. The ISP User Guide will be available on the Department's website (www.education.gov.au). The ISP User Guide provides comprehensive information about the use and administration of the IS Portal.
 9. The Department reserves the right to amend the ISP User Guide to reflect Australian Government priorities and/or technical changes. Any such amendments will be advised on the Department's website (www.education.gov.au). This includes, but is not limited to, amendments to the ISP User Guide to make provision for new IT requirements that may occur over the term of the Project.

G. Strategic Inclusion Plans

1. You must support Eligible ECCC services within Your jurisdiction to complete a Strategic Inclusion Plan (SIP). A SIP is a self-guided inclusion assessment and planning tool for ECCC Services that includes short and longer term strategies for improving and embedding inclusive practice. A SIP is developed through the web based IS Portal. An ECCC Service's SIP must identify:
 - a. the barriers that impact the Eligible ECCC Service's capacity to include children with additional needs;

- b. the proposed strategies to address barriers to inclusion. These may include (but are not limited to):
 - i. modifications educators may have to make to policy, pedagogy, planning, activities and the physical environment, including social play to include children with additional needs;
 - ii. inclusion related training or resources educators may require;
 - iii. development of policies and practices the service may use to support future inclusion;
 - iv. identifying resources and support services available in the local community to assist with the inclusion of children with additional needs;
 - v. accessing an Additional Educator to increase educator to child ratios above the minimum requirements mandated in the National Regulations
 - c. the need for specialist equipment that may assist with addressing barriers to inclusion.
2. The Guidelines provide additional information about SIPs.

H. Specialist Equipment Library

1. You must manage a Specialist Equipment Library (SEL) in Your jurisdiction in accordance with the provisions within this Contract, Your Annual Work Plan and the ISP Guidelines.
2. You must allow Eligible ECCC Services to borrow items of specialist equipment that facilitate and support the inclusion of a child or children with additional needs - as identified through the development of a SIP, or as considered appropriate and recommended by a relevant professional.
3. You must manage any transitional issues resulting from the Specialist Equipment arrangements of the IPSP, this includes but may not be limited to ensuring Eligible ECCC Services in receipt of Specialist Equipment under the IPSP have entered into a new contractual arrangement under the Programme.
4. You must assess and action requests from Eligible ECCC Services for Specialist Equipment within 5 Business Days after a request is received. This includes notifying the applicant Eligible ECCC Service of any delays or issues in the provision or availability of the equipment.
5. You must use the agreed Loan Agreement form to be signed by Eligible ECCC Services, prior to accessing equipment, which sets out the terms and conditions associated with borrowing equipment from the SEL.
6. You must ensure Eligible ECCC Services have access to the loan of Specialist Equipment that is suitable for purpose, property registered and licenced where required and in good working order throughout the life of this Contract.
7. You must provide clear communication and policies to Eligible ECCC Services regarding the logistics of equipment, including loan timeframes.
8. You must maintain and publish an online and up to date catalogue of available Specialist Equipment.

9. You must make this catalogue available to Us upon request. We may require further information regarding the catalogue for the purposes of reporting.
10. You must acquire new equipment in line with the provisions outlined in clause T of this Schedule.
11. We do not own Specialist Equipment acquired by You with funding provided under this Contract.
12. Notwithstanding whether You own Specialist Equipment, at the end of the Project Period or on earlier termination of this Contract, if You are not the Next Service Provider in Your jurisdiction, You must:
 - a. transfer or otherwise deal with the Specialist Equipment in accordance with any written direction We give You; or
 - b. otherwise - transfer all Specialist Equipment to the Next Service Provider in your jurisdiction.
13. Your total indicative allocation for Specialist Equipment over the Contract period is approximately \$120,457 (inclusive of GST). Most of this funding will be allocated for the first year of the programme to allow for any necessary refresh of equipment (see below – below of this Schedule). The following table outlines Your current notional allocation for the SEL.

	2016-17	2017-18	2018-19
Specialist Equipment (\$) (GST Inclusive)	\$96,366	\$16,061	\$8,030

I. Inclusion Development Fund (IDF)

1. You must assist Eligible ECCC Services to access the IDF where it is identified in the Eligible ECCC Service's SIP as an appropriate strategy to address an inclusion barrier. This includes:
 - a. assisting Eligible ECCC Services to prepare and submit applications for funding and advising them of the required supporting documentation;
 - b. assisting Eligible ECCC Services to access to the IS Portal, the online system that manages the application and approvals of all applications to the IDF;
 - c. assisting Eligible ECCC Services to consider flexible and innovative solutions to inclusion barriers, which may include short term strategies to assist with enrolling and/or settling a child;
 - d. assisting Eligible ECCC Services to identify potential providers for bicultural support and other services available under the Innovative Solutions Support stream of the IDF;
 - e. reviewing applications for funding in a timely manner, and endorsing the application where appropriate; and
 - f. identifying applications as requiring urgent or routine assessment from the IDF Manager.

J. Outreach and Community Engagement

1. You must establish and maintain a presence within Your jurisdiction by taking a proactive approach to communication and outreach activities with ECCC Services and other relevant stakeholders. This may involve:
 - a. promoting the services available from IAs to Eligible ECCC services and circulating information for how Eligible ECCC Services can access support, including appropriate contact details to Eligible ECCC and stakeholders within Your jurisdiction;
 - b. developing and implementing clear communication and feedback mechanisms with stakeholders in Your jurisdiction; and
 - c. assisting Eligible ECCC Services to work in partnership with families and local support networks including relevant community groups, services and organisations to support and encourage the inclusion of children with additional needs.
2. You will work with Eligible ECCC Services to develop a community outreach strategy when completing their SIP. This includes providing advice to Eligible ECCC Services for engaging families not currently accessing the ECCC system and encouraging them to access ECCC Services.
3. You will also be required to establish effective and collaborative partnerships with other relevant stakeholders to share knowledge and resources and encourage better service integration and collaboration. Stakeholders may include:
 - a. National Disability Insurance Scheme (NDIS) Local Area Coordinators/Plan Support Coordinators;
 - b. Settlement Service Providers;
 - c. Adult Migrant English Program Providers;
 - d. Migrant Resource Centres;
 - e. Employment Service Providers; and
 - f. Indigenous organisations.

K. Transition

1. You acknowledge that the Programme is a successor to the IPSP, and that the Programme may continue beyond the expiry of this contract or be replaced with a similar programme at any time.
2. We may give You reasonable directions, in writing, about the provision of the Services to ensure continuity of service to ECCC Services and ensure the benefits of the Programme continue to be enjoyed by its target children and families without interruption.
3. To avoid doubt, We can give You a direction under item K.2 at any time.
4. You must comply with a direction given to You under item K.2.

5. Our right to give directions under item K.2 does not limit or otherwise affect any other right to give You directions under this contract (including under clause 2.2.1.b and item above of Schedule 1).

L. Required Contract Material

(see clause 2.1.1.b)

1. You must meet the following reporting requirements:
 - a. Annual Work Plan, including:
 - i. strategies for prioritising support across Your jurisdiction;
 - ii. complaints handling strategy which confirms there is a process in place to ensure complaints are effectively managed and resolved;
 - iii. outreach strategy to ensure all Eligible ECCC Services and relevant stakeholders are aware of Services available through the Programme;
 - iv. communication strategy outlining how You intend to communicate with Eligible ECCC Services about the Programme including any changes to the ISP Guidelines and information about the supports each Eligible ECCC Service is receiving;
 - v. risk management strategy; and
 - vi. continuous improvement strategy that identifies and addresses opportunities to build and improve the service delivered by You;
 - b. six month progress reports against the Annual Work Plan;
 - c. annual budget for each financial year of the Project Period;
 - d. six month variance reports for actual expenditure and anticipated expenditure for each financial year of the Project Period;
 - e. annual audited financial acquittal for each financial year of the Project Period; and
 - f. annual reports.
2. You are required to use reporting templates as directed by the Department.
3. You will be required to attend a briefing for new providers prior to the commencement of the Programme in June 2016.
4. You will be required to attend other programme related meetings (expected to be twice a year) with the Department during the Project Period. The format and arrangements for these meetings will be determined by the Department.
5. You will be responsible for meeting all your costs for travelling to and attending these meetings.

M. Completion Date

(see 1.1.1)

1. Completion Date: The Completion Date for this Contract is 30 September 2019.

N. Time-frame and Extensions:

(see 2.1.1.c, 4.2.4)

1. All author or licensor attribution (see 4.2.4) details must be provided at the time development.
2. The Services must be provided in accordance with the following table:

Financial Year	Item	Description	Date
2016-17	1	Annual Work Plan (2016-17)	Following execution of Contract
	2	Annual Budget (2016-17)	Following execution of Contract
	3	Progress Report (1 July to 31 December 2016)	31 January 2017
	4	Financial Variance Report (1 July to 31 December 2016)	31 January 2017
	5	Annual Work Plan (2017-18)	30 April 2017
	6	Annual Budget (2017-18)	30 April 2017
2017-18	7	Progress Report (1 January to 30 June 2017)	31 July 2017
	8	Financial Variance Report (1 January to 30 June 2017)	31 July 2017
	9	Annual Report (2016-17)	31 July 2017
	10	Audited Financial Acquittal (2016-17)	30 September 2017
	11	Progress Report (1 July to 31 December 2017)	31 January 2018
	12	Financial Variance Report (1 July to 31 December 2017)	31 January 2018
	13	Annual Work Plan 2018-19	30 April 2018
	14	Annual Budget (2018-19)	30 April 2018
2018-19	15	Progress Report (1 January to 30 June 2018)	31 July 2018
	16	Financial Variance Report (1 January to 30 June 2017)	31 July 2018
	17	Annual Report (2017-18)	31 July 2018

	18	Audited Financial Acquittal (2017-18)	30 September 2018
	19	Progress Report (1 July to 31 December 2018)	31 January 2019
	20	Financial Variance Report (1 July to 31 December 2018)	31 January 2019
	21	Interim Progress Report (1 January 2019 to 31 March 2019) and transition out strategy (if applicable)	30 April 2019
2019-20	22	Final Progress Report (1 January to 30 June 2019)	31 July 2019
	23	Annual Report (2018-19)	31 July 2019
	24	Audited Financial Acquittal (2018-19)	30 September 2019

3. The Department may direct You in writing to provide additional reports or other material. You must comply with any such direction within the timeframe specified by the Department.

O. Invoicing and Payment

(see clauses 2.1.1.d & 3.1.1.c)

Invoices

1. Invoices must include the following information:
 - a. the words "tax invoice" stated prominently;
 - b. Your name and ABN;
 - c. Our name and address;
 - d. the date of issue of the tax invoice;
 - e. the title of this contract and the contract number or purchase order number (if any) or date of execution;
 - f. details of fees, allowances and costs including the items (ie. deliverables or milestones) to which they relate;
 - g. the total amount payable (including GST); and
 - h. the GST amount shown separately.
2. All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate Your entitlement to those allowances or costs.
3. An invoice is not correctly rendered where:

- a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
 - b. it relates to a payment in relation to which We have exercised Our rights under clause 3.2 of the contract.
4. All invoices must be addressed to the Project Officer.

P. Payment

1. Subject to delivery, and acceptance by Us, of the Services or part of the Services to which the payment relates, the date for payment is 30 calendar days after delivery of a correctly rendered invoice to Us. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.
2. Payment will be effected by electronic funds transfer (EFT) to Your following bank account Commonwealth Bank BSB 065 000 A/C 00090184.
3. We adhere to the Australian Government Supplier Pay On-Time or Pay Interest Policy (the "Policy").

Q. Project Officer

(see clause 2.2)

1. The Project Officer is the person for the time-being holding, occupying or performing the duties of s 22 currently s 22, available on telephone number s 22 or via the address and facsimile number set out in item AA.5 of Schedule 1.

R. Subcontractors

(see clause 2.3)

1. You may subcontract the performance of parts of the Services as follows:

Name	Subcontracted services	Additional conditions

S. Specified Personnel

(see clause 2.4)

Not Applicable.

T. Fees

(see clause 3.1.1.a, 10.1.3,a, 10.1.4, & 10.1.5)

1. The total Fee payable for the Services is \$9,838,806 (GST Inclusive), payable by the following instalments:

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
20%	s 47G	July 2016	Delivery and acceptance of your Annual Work Plan and Annual Budget as per items 1 and 2 at N.2 of Schedule 1.
15%		February 2017	Delivery and acceptance of reports per items 3 and 4 as at N.2 of Schedule 1.
17%		August 2017	Delivery and acceptance of Items 5, 6, 7, 8 and 9 as at N.2 of Schedule 1.
16%		February 2018	Delivery and acceptance of reports at items 10, 11 and 12 as at N.2 of Schedule 1.
12%		August 2018	Delivery and acceptance of reports at items 13, 14, 15, 16 and 17 as at N.2 of Schedule 1.
10%		February 2019	Completion payment including Delivery and acceptance of reports at items 18, 19 and 20, at the completion on the programme, as at N.2 of Schedule 1.
10%		May 2019	Completion payment including Delivery and acceptance of report at item 21 and future delivery of items 22, 23 and 24, at the completion on the programme, and as at N.2 of Schedule 1.

2. The Fees include GST of \$894,437.

Specialist Equipment Funding

1. We will also pay You up to \$120,457 (inclusive of GST) over the Contract period for acquiring and maintaining Specialist Equipment, and for the provision, handling, delivery and storage of Specialist Equipment (item H refers).
2. We will pay You \$96,366 (inclusive of GST) for the provision of items for the Specialist Equipment Library in July 2016.
3. As part of the following subsequent Annual Report, You will provide evidence of acquittal of the funds for the use of the Specialist Equipment Library.
4. Funding for Specialist Equipment in 2017–18 and 2018–19 will be offered by Us after the review of acceptance of all contractors' Annual Report and Financial Variance reports.

U. Allowances and Costs

(see clauses 3.1.1.b & 10.1.3.c)

Not applicable.

V. Facilities and Assistance

(see clauses 3.1.1.d & 10.1.3.d)

Not applicable.

W. Commonwealth Material

(see clause 4.1)

Not applicable.

X. Existing Material

(see clause 4.2.2)

Not applicable.

Y. Moral Rights

(see clause 4.3)

Permitted Acts

1. In addition to those set out in clause 4.3.1, the following are 'Permitted Acts' for the purposes of clause 4.3.1.d:

- a. use of the Contract Material for advertising, merchandising or promotional purposes of any kind;
- b. incorporating the Contract Material into a website or as part of a multi-media training programme;
- c. synchronising the proposed sound recording as part of the soundtrack of a film; or
- d. removal and/or relocation of the proposed sculpture to an alternative location, including disassembly as necessary for that purpose.

Z. Privacy Conditions, Restrictions or Guidelines

(see clause 6.2.1.b)

1. In this item Y:

- | | |
|---------------------------------|---|
| Personal Information | has the same meaning as it has in section 6 of the Privacy Act; |
| Information Commissioner | has the same meaning as it has in section 3A of the <i>Australian Information Commissioner Act 2010</i> . |
| Records | has the same meaning as it has in section 6 of the Privacy Act. |

2. In relation to Personal Information received, created or held by You for the purposes of this

Contract, You agree:

- a. not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Project Officer;
 - b. to co-operate with reasonable demands or inquiries made by the Information Commissioner or the Project Officer in relation to the management of Personal Information;
 - c. to ensure that any person who You allow to access Personal Information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles as if they were Us;
 - d. to comply with policy guidelines laid down by Us or issued by the Information Commissioner from time to time relating to the handling of Personal Information;
 - e. if requested by Us, at the end of this contract, to return all Records containing Personal Information to the Project Officer, or de-identify, delete or destroy those Records in the presence of a person authorised by the Project Officer or as otherwise instructed by the Project Officer; and
 - f. to Your name being published in reports by the Information Commissioner.
3. You must immediately notify the Project Officer if You become aware:
- a. of a breach of Your obligations under clause 6;
 - b. that a disclosure of Personal Information may be required by law; or
 - c. of an approach to You by the Information Commissioner or by a person claiming that their privacy has been interfered with.
4. Note: more information about the Privacy Act and the Australian Privacy Principles is available at www.oaic.gov.au

AA. Confidential Information

(see clause 5.2.1)

Your Confidential Information

1. Information contained in contract:

Item	Period of Confidentiality

2. Information obtained or generated in performing contract:

Item	Period of Confidentiality
------	---------------------------

Our Confidential Information

3. Information contained in contract:

Item	Period of Confidentiality

4. Information obtained or generated in performing contract:

Item	Period of Confidentiality

5. Our Address for Notices

(see clause 11.1.1.a)

Physical address	50 Marcus Clarke Street Canberra ACT 2601
Postal address	Director – Inclusion Support Programme Department of Education and Training GPO Box 9880 Canberra ACT 2601
Email	InclusionSupportProgramme@education.gov.au

6. Your Address for Notices

(see clause 11.1.2.b)

Physical address	43 Dew Street Thebarton SA 5031
Postal address	43 Dew Street Thebarton SA 5031

BB. Insurance

(see clause 13.4)

1. Required insurance.
2. You must maintain:
 - a. workers' compensation as required by law;
 - b. public liability insurance to a value of \$10 million (ten million dollars) or more per claim.

CC. Compliance with Laws and Policies

(see clause 13.12.1)

Compliance with Laws

1. You acknowledge that:
 - a. when dealing with Your employees, You must comply with the Fair Work Act 2009 and *related legislation*, and obligations under relevant work health and safety laws
 - b. Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
 - c. giving false or misleading information is a serious offence under the *Criminal Code*;
 - d. the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;
 - e. in respect of data, including personal information, held in connection with this contract, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this contract is an offence under Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
 - f. You are aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets; and
 - g. You may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983*;

Compliance with policies

2. You must:

- a. when using Our premises or facilities (including information systems), comply with Our directions and procedures relating to environmental management, work health, safety and security (which you acknowledge may change during the term of this contract);
- b. ensure that any person who will have access to official secrets within the meaning of section 79 of the *Crimes Act 1914* sign an acknowledgment that he or she is aware of the provisions of that section; and
- c. comply with Our Code of Conduct in Contracting. A copy of Our Code of Conduct in Contracting is available at www.education.gov.au

DD. Workplace Gender Equality Act 2012 (Cth)

In this item DD:

Letter of Compliance refers to a letter issued by the Workplace Gender Equality Agency which indicates compliance by a Relevant Employer with the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act);

Relevant Employer has the same meaning as it has in the WGE Act;

1. This item applies only to the extent that You are a Relevant Employer.
2. You must comply with Your obligations, if any, under the WGE Act.
3. If You become non-compliant with the WGE Act during the term of this contract, You must notify Us in accordance with clause 11.
4. If the term of this contract exceeds 18 months, You must provide a current Letter of Compliance within 18 months from the Date of this Contract and following this, annually, to Us.
5. Compliance with the WGE Act does not relieve You from Your responsibility to comply with Your other obligations under this contract.

EE. Building Code and Occupational Health and Safety Accreditation Scheme

Not Applicable

FF. Working with Children Requirements

In this item FF:

'Contact with Children' means contact with an individual or group (whether that contact is supervised or not), where the individual or at least one member of the group is under the age of 18 years, and includes both physical and non-physical contact, including over the internet, via telephone, or any other form of communication, in circumstances where that contact arises due to the performance of the Services for You or on Your behalf.

'State and Territory law relating to working with children and vulnerable people' includes the *Child Protection (Working with Children) Act 2012 (NSW)*, *Commission for Children and Young People and Child Guardian Act 2000 (Qld)*, *Working with Children (Criminal Record Checking) Act 2004 (WA)*, *Working with Children Act 2005 (Vic)*, *Children's Protection Act 1993 (SA)*, *Working with Vulnerable People (Background Checking) Act 2011 (ACT)*, *Care and Protection of Children Act 2007 (NT)*, *Registration to*

Work with Vulnerable People Act 2013 (Tas), as those laws are in force from time to time, as well as subsequent, and other, laws of a similar nature protecting children and vulnerable people.

1. You must ensure that any individual that performs any of the Services for You or on Your behalf, including but not exclusively the Specified Personnel, complies with any relevant State and Territory law relating to working with children and vulnerable people.
2. You must comply with any relevant State and Territory law relating to working with children and vulnerable people.
3. You must ensure that any individual that performs any of the Services for You or on Your behalf, including but not exclusively the Specified Personnel, does not have Contact with Children unless that individual and You are compliant with any relevant State and Territory law relating to working with children and vulnerable people.
4. You must immediately notify Us if You become aware of a breach of any of Your obligations under paragraphs 1, 2 or 3 of this item FF.
5. You must, if requested by Us, provide Us a 'Working with Children and Vulnerable People Compliance Report' that must detail, at a minimum, Your compliance with paragraphs 1, 2 and 3 of this item FF including evidence of that compliance.
6. You must ensure that any subcontract You enter into in relation to this contract includes the requirements set out in paragraphs 1, 2, 3, 4 and 5 of this item FF.
7. If You do not comply with this item FF, then We may immediately terminate this contract under clause 10.2.

GG. Statement of Values and Code of Conduct

Service delivery values

1. You must, when carrying out the Services:
 - a. behave: with the highest ethical standards; fairly, effectively, impartially and courteously to the Australian public; and with sensitivity to the diversity of the Australian public; and
 - b. comply with the APS Code of Conduct set out in section 13 of the Public Service Act 1999.
2. A breach of paragraph 1 of item GG of Schedule 1 occurs, but is not limited to, when You:
 - a. fail to deliver Services in the manner specified in the APS Code of Conduct; or
 - b. are the subject of a serious complaint, or a series of similar complaints in relation to APS Code of Conduct, which You have not:
 - i. actively taken steps to resolve in accordance with paragraph 4. of item GG of this Schedule ; or
 - ii. where relevant, actively taken steps to ensure that the complaint does not re-occur.
3. A breach of the APS Code of Conduct constitutes a breach of Your obligations under the contract.

Customer feedback and complaints process

4. You must establish a Service feedback and complaints process to deal with feedback and complaints from service recipients about Your delivery of the Services.
5. Your Service feedback and complaints process must:
 - a. be consistent with this contract, the APS Values and Code of Conduct, and any relevant industry statement of values and code of conduct specified in paragraph a.ii.B. of item GG of Schedule 1;
 - b. clearly indicate that service recipients may also complain directly to Us using Our customer service line;
 - c. be underpinned by principles of fairness, accessibility, responsiveness, efficiency and integration;
 - d. be developed and implemented, as far as possible, based on the Commonwealth Ombudsman's Better Practice Guide to Complaint Handling.
6. Upon request, You must give Us details of the process You have established to manage Service feedback and complaints.
7. You must publicise to Your service recipients the existence and details of the Service feedback and complaints process.
8. If a service recipient is dissatisfied with the results of the Service feedback and complaints process, You must refer the service recipient to Our customer service line for further investigation of the matter.
9. You must keep a Service feedback and complaints register which includes, but is not limited to, details about:
 - a. all Service feedback and complaints received directly by You, and the outcome of any investigation where relevant;
 - b. all Service feedback and complaints referred to You by, or through, Us; and
 - c. complaints, including details of: the service recipient, personnel involved in the issue the subject of the complaint, circumstances giving rise to the complaint, the investigation and any follow-up action.

HH. Fraud Control Plan

1. You must not, and You must ensure that Your Personnel do not, engage in fraudulent activity in relation to this contract.
2. You must take all reasonable steps to prevent fraud upon the Commonwealth in relation to the Services, including the implementation of an appropriate fraud control plan, a copy of which must be provided to Us on request.
3. If, after investigation, We are reasonably satisfied that You or Your Personnel have been engaged in fraudulent activity, We may take action by immediately terminate this contract under clause 10.2.1.a.

4. Note: The *Criminal Code Act 1995* provides that offences involving fraudulent conduct against the Commonwealth are punishable by penalties including imprisonment.

II. Web Accessibility

1. All websites created, updated or modified by you for the purposes of this Contract must comply with The Commonwealth Digital Transformation Office, Mandatory Requirements identified in the Web Guide (www.webguide.gov.au).

SCHEDULE 2. AUSTRALIAN INDUSTRY PARTICIPATION PLAN

Reserved

SCHEDULE 3. INDIGENOUS PARTICIPATION PLAN

The Lady Gowrie Child Centre, Incorporated, Adelaide

1. This is an Indigenous Participation Plan submitted as part of the Tender in response to AD16/000032 (RFT).
2. If selected as the contractor following evaluation of Tenders received in response to this RFT, The Lady Gowrie Child Centre, Incorporated, Adelaide will meet the minimum requirements on and from 1 July 2016 for the purpose of the Indigenous Procurement Policy:

at the organisation-based level, in which regard at least:

- 3 percentage of the Lady Gowrie Child Centre, Incorporated, Adelaide's full time equivalent Australian-based workforce will be Indigenous Australians over the initial term; and

s 47G

4. The Lady Gowrie Child Centre, Incorporated, Adelaide's rate of Indigenous employment and supplier use as at Closing Time is:

Current Aboriginal employees 4 x part-time which equates to 2.5 EFT

s 47G

s 47G

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as
represented by the Department of
Education and Training by:)
)
)

s 22

s 22

Signature *S.S. 16.*

In the presence of:

s 22

s 22

^Name of witness^

Signature of witness

SIGNED for and on behalf of The Lady
Gowrie Child Centre, Incorporated,
Adelaide, ABN 85 215 237 980 by:

s 47F

s 47F

Signature

In the presence of:

s 47F

s 47F

Name of witness

Signature of witness



Australian Government
Department of Education and Training

**DEED OF VARIATION NO.1 TO
CONTRACT
IN RELATION TO INCLUSION AGENCY
SERVICES UNDER THE INCLUSION SUPPORT
PROGRAMME**

Commonwealth of Australia represented by the
Department of Education and Training
ABN 12 862 898 150

The Lady Gowrie Child Centre Centre, Incorporated Adelaide
ABN 85 215 237 980

DEED OF VARIATION

Date

This Deed is made on 19 March 2019.

Parties

This Deed is made between and binds the following parties:

1. Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our') represented by and acting through the Department of Education and Training ABN 12 862 898 150 ('the Department')
2. The Lady Gowrie Child Care Centre, Incorporated Adelaide ABN 85 215 237 980
43 Dew Street, Thebarton, South Australia, 5031 ('You' or 'Your')

Context

- A. The parties entered into a contract dated 30 May 2016 for the provision of Services ('Principal Contract').
- B. The Principal Contract provides that it can be extended up to two (2) times for a minimum of one (1) year and a maximum of three (3) years in total.
- C. The Principal Contract requires that a variation be in writing and signed by both parties.
- D. The parties now wish to amend the Principal Contract and to extend the term of the Principal Contract for an extended term of two (2) years until 30 September 2021.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Contract.

2. Construction of this Deed

- 2.1.1. As far as possible all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
- 2.1.2. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the Deed remains in force.
- 2.1.3. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

3. **Commencement**

- 3.1. This Deed commences on the date the last party to sign this Deed does so ('Effective Date').
- 3.2. In accordance with 13.9 of the Principal Contract, on and from the Effective Date, the Principal Contract is varied by consent of the parties on the terms and conditions contained in clause 4 of this Deed.

4. **Terms and conditions of variation**

The Principal Contract is amended as follows:

- 4.1. In clause 1.1. Definitions, omit the defined term "Eligible ECCC Services" and the accompanying definition and replace with the following new defined term and definition:
- "Eligible ELCC services means those early learning and child care (ELCC) services meeting the eligibility requirements under section 8.1 of the Inclusion Support Programme Guidelines".*
- 4.2. Amend clause 2.1.1. to omit paragraphs d and e in their entirety and replace with the following:
- d. submit invoices, and any required supporting documents, in the manner specified in item O of Schedule 1;*
- e. act in accordance with this contract, diligently, effectively and to a high professional standard; and*
- f. expend the fees only for the purposes of the services and otherwise performing your obligations under this contract.*
- 4.3. Delete clause 3.4. in its entirety and replace with the following new clause 3.4.:
- "3.4.1. If:*
- a. at any time, We in Our sole discretion determine that some or all of the Fees have not been spent in accordance with this contract to Our satisfaction; or*
- b. at the End Date, or, if another date is specified in item M of the Schedule, that date, some or all of the Fees have not been:*
- i. spent in accordance with this Contract; or*
- ii. acquitted to Our satisfaction,*
- then the amount in paragraph (a) or (b) is a Surplus Amount for the purposes of this clause 3.4*
- 3.4.2. We may in Our sole discretion, by written notice:*

- a. require You to repay some or all of the Surplus Amount to Us;
- b. require You to deal with some or all of the Surplus Amount as directed by Us; or
- c. offset some or all of the Surplus Amount from subsequent instalments or amounts payable under this Contract or another agreement between You and Us.

3.4.3. If We issue a notice under this Contract requiring You to repay a Surplus Amount:

- a. You must do so within the time period specified in the notice;
- b. You must pay Interest on any part of the Surplus Amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full.

3.4.4. A Surplus Amount owed by You to Us under clause 3.4.1 and any Interest amount owed under clause 3.4.3 is recoverable by Us as a debt due to Us by You without further proof of the debt."

4.4. Delete Schedule 1 (Contract Details) in its entirety and replace with Schedule 1 (Contract Details) as set out in Annexure A to this Deed.

5. Further acts

5.1. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

6.1. Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

7.1. This Deed is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

8. Counterparts

8.1. This Deed may be executed in counterparts.

Signatures

SIGNED for and on behalf of the
Commonwealth of Australia as
represented by the Department of
Education and Training by:)
)
)

s 22

s 22

Signature

s 22

In the presence of:

s 22

Name of witness

Signature of witness

SIGNED for and on behalf of The Lady
Gowrie Child Care Centre, Incorporated
Adelaide (ABN 85 215 237 980) by:

s 47F

s 47F

Name

Signature

In the presence of:

s 47F

s 47F

Name of witness

Signature of witness



Australian Government
Department of Education, Skills and Employment

DEED OF VARIATION NO. 2 TO CONTRACT IN RELATION TO INCLUSION AGENCY SERVICES

Under The Inclusion Support Program

Commonwealth of Australia represented by the
Department of Education, Skills and Employment
ABN 12 862 898 150

The Lady Gowrie Child Centre, Incorporated Adelaide
ABN 85 215 237 980

DEED OF VARIATION

Date

This Deed is made on 30 June 2020.

Parties

This Deed is made between and binds the following parties:

1. Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our') represented by and acting through the Department of Education, Skills and Employment ABN 12 862 898 150 ('the Department')
2. The Lady Gowrie Child Centre, Incorporated Adelaide ABN 85 215 237 980 ('You', or 'Your')

Context

- A. The parties entered into a contract dated 30 May 2016 for the provision of Services in relation to the Inclusion Agency Services under the Inclusion Support Program ('Principal Contract').
- B. The Principal Contract was amended on 19 March 2019 by Deed of Variation No. 1 and the term of the Principal Contract was extended for an extended term of two (2) years to 30 September 2021.
- C. The parties now wish to amend the Principal Contract and extend it for a second extended term of one (1) year to 30 September 2022.
- D. The Principal Contract requires that a variation be in writing and signed by both parties. The Principal Contract provides that the term of the Principal Contract can be extended up to two (2) times for a minimum of one (1) year and a maximum of three (3) years.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Contract.

2. Construction of this 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 the Deed remains in force.
- 2.3. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

3. Commencement

- 3.1. This Deed commences on the date the last party to sign this Deed does so (**'Effective Date'**).
- 3.2. In accordance with clause 13.8 of the Principal Contract, on and from the Effective Date, the Principal Contract is varied by consent of the parties on the terms and conditions contained in clause 4 of this Deed.

4. Terms and conditions of variation

The Principal Contract is amended as follows:

- 4.1. In item 1 of the 'Parties' omit the reference to "Department of Education and Training" and substitute with: "Department of Education, Skills and Employment".
- 4.2. In clause 1.1.1 (Definitions):
- 4.2.1. in the definition of 'Commonwealth Coat of Arms' omit the reference to: <http://www.itsanhonour.gov.au/coat-arms/index.cfm> and substitute with: <https://www.pmc.gov.au/government/commonwealth-coat-arms>
- 4.2.2. in the definition of 'Department' omit the reference to: "Department of Education and Training" and substitute with: "Department of Education, Skills and Employment."
- 4.3. In clause 12 (Indigenous Procurement Policy)
- 4.3.1. In clause 12.2.1 omit the reference to: <http://www.dpmc.gov.au/indigenous-affair> and substitute with: <https://www.niaa.gov.au/resource-centre/indigenous-affairs/indigenous-procurement-policy-overview>

44. In clause 13.3.2 (Acknowledgement and publicity) omit the reference to: "Department of Education and Training" and substitute with: "Department of Education, Skills and Employment."

45. Delete Schedule 1 (Contract Details) in its entirety and replace with Schedule 1 (Contract Details) as set out in Annexure A to this Deed.

5. Further acts

5.1. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

6.1. Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

7.1. This Deed is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

8. Counterparts

8.1. This Deed may be executed in counterparts, however officers for each Party must physically sign the same counterpart for that Party. There may only be one counterpart document for each Party, including electronic versions.

Signatures

EXECUTED by the Parties as a Deed.

SIGNED SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the Department of Education, Skills and Employment by:

s 22

s 22

Name of signatory

Signature

s 22

Position _____

In the presence of:

s 22

s 22

Name of witness

Signature of witness

SIGNED SEALED AND DELIVERED for and on behalf of The Lady Gowrie Child Centre, Incorporated Adelaide (ABN 85 215 237 980) by its duly authorised representative:

s 47F

s 47F

Name & position of signatory

Signature

In the presence of:

s 47F

s 47F

Name of witness

Signature of witness

Annexure A to the Deed of Variation No. 2

SCHEDULE 1. CONTRACT DETAILS

A. Background

1. Structure of the Department of Education, Skills and Employment (the Department)
 - a. The Department is the lead Australian Government agency providing national leadership in education, skills and employment.
 - b. The Department works in collaboration with the States and Territories and has offices and agencies throughout Australia and overseas allowing an active, national and client-focused approach.
 - c. The Department is responsible for national policies and programs that help Australians access quality and affordable early childhood education and care, school education, higher education, vocational education and training, international education and research.

2. Children with additional needs in early childhood education and care
 - a. Early childhood education and care (ECEC) plays a pivotal role in the development of Australian children, their preparation for school and in enabling parents to participate in the workforce. Australian and international evidence shows that participation in high quality ECEC can be effective in improving life outcomes for children through enhanced cognitive, language and social development. These benefits accrue, not just to the child but to society as a whole, through enhanced human capital and productivity and reduced public expenditure on health, welfare and crime over the life course.
 - b. Children with additional needs, in particular children with disability and children from culturally and linguistically diverse backgrounds, face unique barriers and servicing requirements compared to same age typically developing children, which leads to their participation in ECEC services to be lower than their representation in the population.
 - c. While there is no national definition of 'additional needs', there are children who may need or require specific considerations or adaptations to participate fully in ECEC services (although not all children with additional needs will require support). Additional needs may arise for children who:
 - have a disability or developmental delay;
 - are presenting with challenging behaviours;
 - have a serious medical or health condition including mental health;
 - are presenting with trauma-related behaviours.

Meeting the needs and requirements of:

- Aboriginal and Torres Strait Islander children
- children from culturally and linguistically diverse backgrounds
- children from refugee or humanitarian backgrounds

may also require specific considerations, such as cultural support, to ensure these children are able to participate fully in ECEC services and experience positive outcomes.

- d. While some ECEC services have existing capacity and capability to include children with additional needs, others require extra support to do so. This may include educational and programming advice, access to an additional educator, access to bicultural support services such as an interpreter or translator and access to specialised equipment.

B. The Inclusion Support Program

1. The Inclusion Support Program (ISP), announced by the Australian Government as part of the Child Care Safety Net in the 2015-16 Budget, aims to increase access and participation in ECEC for children with additional needs. The ISP supports ECEC services to build their capacity and capability to provide and embed inclusive practice, thereby providing children with additional needs with an opportunity to learn and develop alongside their same age typically developing peers.
2. The Program has dual objectives to:
 - support mainstream ECEC services to improve their capacity and capability to provide quality inclusive practices, address participation barriers and include children with additional needs alongside their same age typically developing peers, and
 - provide parents and carers of children with additional needs with access to appropriate ECEC services that assist those parents and carers to participate in the workforce.
3. The Program commenced on 1 July 2016 and operated for an initial period until 30 June 2019, which has been extended for a further two (2) years to 30 June 2021; and a further one (1) year to 30 June 2022 (Project Period). The Program replaced the Inclusion and Professional Support Programme (IPSP), which ceased on 30 June 2016.

C. ISP Guidelines

1. The ISP Guidelines are available on the Department's website (www.dese.gov.au). The ISP Guidelines provide comprehensive information about the Program including:
 - a. Program objectives;
 - b. types of support available;
 - c. eligibility requirements; and
 - d. how to access support.
2. You must ensure service delivery is in accordance with these ISP Guidelines as amended from time to time.
3. The Department reserves the right to amend the ISP Guidelines to reflect Australian Government priorities and any such amendments will be published on the Department's website (www.dese.gov.au). The Department will advise You of updates.
4. The Program consists of three key elements:
 - a. Inclusion Agencies (IAs) - an IA is contracted to assist eligible ECEC services operating within a particular jurisdiction to build their capacity and capability to provide and embed inclusive practice, and address barriers to inclusion experienced by children with additional needs in their delivery of ECEC programs. Section 2 of the ISP Guidelines outlines the role of IAs and how eligible ECEC services can access IA non-financial

support.

- b. Inclusion Development Fund (IDF) - the IDF provides funding to assist eligible ECEC services to address a barrier to inclusion that cannot be addressed by the support provided by an IA. The ISP Guidelines outline the details and application requirements for the four streams of the IDF.
 - c. Inclusion Development Fund Manager (IDFM) - a single national IDFM will provide nationally consistent and equitable management of the IDF through assessing applications for funding and communicating outcomes to applicants. Section 2.2 of the ISP Guidelines outlines the role of the IDFM.
5. The Program's Guiding Principles (referenced in Section 1.5 of the ISP Guidelines) and Approaches to Best Practice^[1] are:
- a. **Promoting access** - The most fundamental element of inclusion is enabling children with additional needs to access a wide range of environments and experiences. This requires removing physical or structural barriers and providing multiple ways to promote learning and development.
 - b. **Assistive technology** - Assistive technology involves interventions that use a range of strategies to promote a child's access to learning opportunities. Strategies range from making simple changes to the environment and materials to helping children use specialist equipment. Combining assistive technologies with effective teaching promotes the child's participation in learning and relating to others.
 - c. **Promoting participation** - Attending an early childhood education and care program does not guarantee participation. Without purposeful adaptations and strategies, children with additional needs may not be included in activities to the same level as their same age typically developing peers. Ensuring participation involves using a range approaches to promote engagement and a sense of belonging for each child.
 - d. **Building functional skills** - To participate meaningfully in everyday activities, children with additional needs require functional skills such as communication, mobility, social skills and self-management. A functional approach to intervention aims to enable a child to accomplish particular tasks, rather than to promote change in an impairment or developmental sequence, or change the way in which a task is accomplished to make it more 'normal'.
 - e. **Environmental adaptations** - A key approach to promoting inclusion for children with additional needs is to modify the environment, rather than try to modify the child. That is, teaching the child skills to manage the environment as it currently exists, even when that environment is designed for children without additional needs. Environmental modifications can take many forms, including physical modifications of buildings, the use of technological aids, and changes in routines.

^[1] *Strengthening Inclusive Practices in Early Childhood Intervention Services: Best Practice Guide*, Centre for Community Child Health, Murdoch Children's Research Institute, The Royal Children's Hospital, Melbourne, 2013.

The social environment can also be modified to create more accepting and inclusive social interactions.

- f. **Promoting engaging and responsive service delivery** - Relationships are just as important for the parents of children with additional needs as they are for children. The effectiveness of ECEC services therefore depends as much on the manner in which services are delivered as it does on what is being delivered. As such, a fundamental skill of ECEC professionals is the ability to build positive relationships with families.
- g. **Consultations, coaching and collaboration skills** - In addition to core relationship building skills, ECEC professionals require skills in communication and knowledge transfer, to help others understand the importance of and benefits of inclusion to all children and families.

6. While the IDFM is responsible for approving or declining applications for funding, payment is made directly to the eligible ECEC service by the Department and occurs retrospectively following a claims process.

D. Jurisdiction for Provision of Services

(see clause 2.1.1.a)

1. You have responsibility for delivering Inclusion Agency Services within Your jurisdiction, being South Australia.

E. Service Delivery

1. You must work with eligible ECEC services within Your jurisdiction to assess and build their capacity and capability to provide and embed inclusive practice and provide solutions to barriers to inclusion.
2. You must tailor support to the individual needs of each eligible ECEC service.
3. You must ensure delivery of appropriate and equitable service coverage to all eligible ECEC services in major cities, inner regional, outer regional, remote and very remote regions in accordance with Your Annual Work Plans as approved by the Department.
4. This support must be appropriate and tailored to reflect the demographics and needs of the services and children in the jurisdiction including awareness and identification of emerging trends.
5. You must ensure Your reporting meets the reporting requirements and timeframes of sections L and N of this Schedule 1.

F. IS Portal/Information Technology

1. You must maintain information technology capability, support and infrastructure to meet program requirements, in collaboration with the IDFM and Us.
2. You must assist all eligible ECEC services receiving support from the Program to use the Inclusion Support Portal (IS Portal) unless clause 3 applies.

3. Where services do not have access to appropriate technology resources, a Strategic Inclusion Plan (SIP) and application for funding for all streams of the IDF can be completed offline by the service with your assistance.
4. You must use the IS Portal for Your administration of the Program, including, but not limited to:
 - a. creating a SIP for each eligible ECEC services requiring support from the Program and generating the Letter of Introduction to the service;
 - b. reviewing eligible ECEC services' SIPs; and
 - c. reviewing and providing an endorsement outcome on applications for funding under the IDF in accordance with ISP Guidelines.
5. You must support eligible ECEC services to access and use the IS Portal, including, but not limited to:
 - a. facilitating access to the IS Portal for authorised or key personnel in the service within 3 business days of a request being received;
 - b. creating the SIP and assisting eligible ECEC services to complete a SIP;
 - c. completing applications for funding from all streams of the IDF;
 - d. providing assistance to services who require changes to their approved funding, for example change of circumstances or where funding is no longer required;
 - e. completing the online declaration of funding for IDF Innovative Solutions; and
 - f. completing an annual review of the SIP and recording progress notes.
6. You must log, track and report significant or reoccurring Performance Issues of the IS Portal to the Department's IS Portal Helpdesk.
7. You must support ECEC services to understand processes and requirements of the Program in the IS Portal.
8. You must ensure service delivery is in accordance with the ISP User Guide. The ISP User Guide is available on the Department's website (www.dese.gov.au). The ISP User Guide provides comprehensive information about the use and administration of the IS Portal.
9. The Department reserves the right to amend the ISP User Guide to reflect Australian Government priorities and/or technical changes. Any such amendments will be advised on the Department's website (www.dese.gov.au). This includes, but is not limited to, amendments to the ISP User Guide to make provision for new IT requirements that may occur over the term of the Project.

G. Strategic Inclusion Plans

-
1. You must support eligible ECEC services within Your jurisdiction to complete a Strategic Inclusion Plan (SIP). A SIP is an inclusion assessment and planning tool for eligible ECEC services that includes short and longer term strategies for improving and embedding inclusive practice. A SIP is developed through the web based IS Portal. A SIP must identify:

- a. the barriers that impact the eligible ECEC service’s capacity to include children with additional needs;
 - b. the proposed strategies to address barriers to inclusion, which may include (but are not limited to):
 - i. changes to educator practices, planning, policy, physical environment and experiences to increase the participation of children with additional needs and embed inclusive practice in the care environment
 - ii. specialised inclusion training, mentoring or coaching, or specific inclusion resources required by educators
 - iii. developing policies and practices the service may use to support future inclusion
 - iv. identifying resources and support services available in the local community to assist with the inclusion of children with additional needs
 - v. developing a project to support the inclusion of a child (or children) and build educator skills, knowledge and confidence
 - vi. accessing an Additional Educator to increase educator to child ratios above the minimum requirements mandated in the National Regulations (or relevant state or territory legislation).
 - c. the need for specialist equipment that may assist with addressing barriers to inclusion.
2. You must increase the uptake of SIPs by Family Day Care (FDC) educators within your jurisdiction by a minimum of 10 percent per annum over the period 2019-20 to 2020-22, with a particular focus on those FDC educators that have not previously engaged with the Program.

	2019-20	2020-21	2021-22
Uptake of SIPs by FDC educators	Reference point is total number of SIPs completed by FDC educators as at 30 June 2019	Reference point is total number of SIPs completed by FDC educators as at 30 June 2020	Reference point is total number of SIPs completed by FDC educators as at 30 June 2021

3. You must increase the uptake of SIPs by Centre Based Day Care (CBDC) services within your jurisdiction by a minimum of 10 percent per annum over the period 2019-20 to 2020-22, with a particular focus on those CBDC services that have not previously engaged with the Program.

	2019-20	2020-21	2021-22
Uptake of SIPs by CBDC services	Reference point is total number of SIPs completed in CBDC services as at 30 June 2019	Reference point is total number of SIPs completed in CBDC services as at 30 June 2020	Reference point is total number of SIPs completed in CBDC services as at 30 June 2021

4. The ISP Guidelines provide additional information about SIPs.

H. Specialist Equipment Library

1. You must manage a Specialist Equipment Library (SEL) in Your jurisdiction in accordance with the provisions within this Contract, Your Annual Work Plan and the ISP Guidelines.

2. You must allow eligible ECEC services to borrow items of specialist equipment that facilitate and support the inclusion of a child or children with additional needs - as identified through the development of a SIP, or as considered appropriate and recommended by a relevant professional.
3. You must manage any transitional issues resulting from the Specialist Equipment arrangements of the IPSP, this includes but may not be limited to ensuring eligible ECEC services in receipt of Specialist Equipment under the IPSP have entered into a new contractual arrangement under the Program.
4. You must assess and action requests from eligible ECEC services for Specialist Equipment within 5 Business Days after a request is received. This includes notifying the applicant of any delays or issues in the provision or availability of the equipment.
5. You must use the agreed Loan Agreement form to be signed by eligible ECEC services, prior to accessing equipment, which sets out the terms and conditions associated with borrowing equipment from the SEL.
6. You must ensure eligible ECEC services have access to the loan of Specialist Equipment that is suitable for purpose, property registered and licenced where required and in good working order throughout the life of this Contract.
7. You must provide clear communication and policies to eligible ECEC services regarding the logistics of equipment, including loan timeframes.
8. You must maintain and publish an online and up to date catalogue of available Specialist Equipment.
9. You must make this catalogue available to Us upon request. We may require further information regarding the catalogue for the purposes of reporting.
10. You must acquire new equipment in line with the provisions outlined in clause T of this Schedule 1.
11. We do not own Specialist Equipment acquired by You with the funding provided under this Contract.
12. Notwithstanding whether You own Specialist Equipment, at the end of the Project Period or on earlier termination of this Contract, if You are not the Next Service Provider in Your jurisdiction, You must:
 - a. transfer or otherwise deal with the Specialist Equipment in accordance with any written direction We give You; or
 - b. otherwise - transfer all Specialist Equipment to the Next Service Provider in your jurisdiction.
13. Your total indicative allocation for Specialist Equipment over the Contract period (initial term, first extended term and second extended term) is approximately **\$284,047** (inclusive of GST). Most of this funding was allocated for the first year of the Program to allow for any necessary refresh of equipment (see item T.4 of this Schedule 1) and a top up payment in 2019-20 to allow for a refresh of the Specialist Equipment Library. The following table outlines Your current notional allocation for the SEL.

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Specialist Equipment (\$ (GST Inclusive)	\$96,366	\$16,061	\$8,030	\$147,530	\$8,030	\$8,030

- a. For the financial year 2019-20, the amount is inclusive of our agreement to the request for a one off payment of **\$139,500** (inclusive of GST) to facilitate a recapitalisation of the Specialist Equipment Library, which will be paid to You upon execution of this Deed of Variation.

I. Inclusion Development Fund (IDF)

1. You must assist eligible ECEC services to access the IDF where it is identified in their SIP as an appropriate strategy to address an inclusion barrier. This includes:
 - a. assisting eligible ECEC services to prepare and submit applications for funding and advising them of the required supporting documentation;
 - b. assisting eligible ECEC services to access to the IS Portal, the online system that manages the application and approvals of all applications to the IDF;
 - c. assisting eligible ECEC services to consider flexible and innovative solutions to inclusion barriers, which may include short term strategies to assist with enrolling and/or settling a child or longer term strategies including building resilience and addressing trauma or mental health issues (experienced from the impact of COVID-19 or natural disasters).
 - d. assisting eligible ECEC services to identify potential providers for bicultural support, trauma or mental health support and other services available under the Innovative Solutions Support stream of the IDF;
 - e. reviewing applications for funding in a timely manner, and endorsing the application where appropriate; and
 - f. identifying applications as requiring urgent or routine assessment from the IDFM .

J. Outreach and Community Engagement

1. You must establish and maintain a presence within Your jurisdiction by taking a proactive approach to communication and outreach activities with eligible ECEC services and other relevant stakeholders. This may involve:
 - a. promoting the services available from IAs to eligible ECEC services and circulating information on how eligible ECEC services can access support, including appropriate contact details to eligible ECEC services and stakeholders within Your jurisdiction;
 - b. raising the importance of (COVID-19) recovery initiatives to respond to identified needs. For example, increased initiatives to focus on support for families and educators who have been negatively impacted by COVID-19; building community

resilience; supporting educators and families to build skills to support their children emotionally.

- c. developing and implementing clear communication and feedback mechanisms with stakeholders in Your jurisdiction; and
 - d. assisting eligible ECEC services to work in partnership with families and local support networks including relevant community groups, services and organisations to support and encourage the inclusion of children with additional needs within the ECEC service.
2. You will work with eligible ECEC services to develop a community outreach strategy when completing their SIP. This includes providing advice to eligible ECEC services for engaging families not currently accessing the ECEC system and encouraging them to access eligible ECEC services.
 3. You will also be required to establish effective and collaborative partnerships with other relevant stakeholders to share knowledge and resources and encourage better service integration and collaboration. Stakeholders may include:
 - a. National Disability Insurance Scheme (NDIS) Early Childhood Early Intervention (ECEI) Partners;
 - b. Settlement Service Providers;
 - c. Adult Migrant English Program Providers;
 - d. Migrant Resource Centres;
 - e. Employment Service Providers; and
 - f. Indigenous organisations.
 4. To increase engagement in the Program by Family Day Care (FDC) educators, you must make contact at least twice per annum with each FDC service within your jurisdiction. Contact includes a phone call, face-to-face meeting or written correspondence.
 5. To increase engagement in the Program by Centre Based Day Care (CBDC) services, you must make contact at least twice per annum with each CBDC service within your jurisdiction. Contact includes a phone call, face-to-face meeting or written correspondence with individual services.

K. Transition

1. You acknowledge that the Program is a successor to the IPSP, and that the Program may continue beyond the expiry of this contract or be replaced with a similar program at any time.
2. We may give You reasonable directions, in writing, about the provision of the Services to ensure continuity of service to eligible ECEC services and ensure the benefits of the Program continue to be enjoyed by its target children and families without interruption.
3. To avoid doubt, We can give You a direction under item K.2 at any time.
4. You must comply with a direction given to You under item K.2.
5. Our right to give directions under item K.2 does not limit or otherwise affect any other right to give You directions under this contract (including under clause 2.2.1.b and item above of this Schedule 1).

L. Required Contract Material

(see clause 2.1.1.b)

1. You must meet the following reporting requirements:
 - a. Annual Work Plan, including:
 - strategies for prioritising support across Your jurisdiction;
 - complaints handling strategy which confirms there is a process in place to ensure complaints are effectively managed and resolved;
 - outreach strategy to ensure all eligible ECEC services and relevant stakeholders are aware of services available through the Program;
 - communication strategy outlining how You intend to communicate with eligible ECEC services about the Program including any changes to the ISP Guidelines and information about the supports each eligible ECEC service is receiving;
 - risk management strategy; and
 - continuous improvement strategy that identifies and addresses opportunities to build and improve the service delivered by You;
 - b. six month progress reports against the Annual Work Plan using the reporting template as directed by the Department;
 - c. annual budget for each financial year of the Project Period;
 - d. six month variance reports for actual expenditure and anticipated expenditure for each financial year of the Project Period using the reporting template as directed by the Department;
 - e. annual audited financial acquittal for each financial year of the Project Period using the reporting template as directed by the Department; and
 - f. annual reports using the reporting template as directed by the Department. This includes data regarding the following performance measures:
 - SIP uptake by FDC and CBDC services, including the number of SIPs in the current annual period and the percentage increase or decrease in uptake compared to the previous annual period (items G.2 and G.3 of this Schedule 1), and
 - frequency of contact with FDC and CBDC services in the current annual period, including the total number of each type of contact – phone call, face-to-face meeting, and written correspondence (items J.4 and J.5 of this Schedule 1);
2. You are required to use reporting templates as directed by the Department.
3. You will be required to attend a briefing for new providers prior to the commencement of the Program in June 2016.
4. You are required to attend other Program related meetings (expected to be twice a year) with the Department during the Project Period. The format and arrangements for these meetings will be determined by the Department.
5. You are responsible for meeting all your costs for travelling to and attending these meetings.
6. The Financial Variance Report (on a Department agreed template or in a manner agreed by the Department).
7. The Audited Financial Acquittal (on a Department agreed template or in a manner agreed by the

Department).

M. Completion Date

(see clause 1.1.1)

1. Completion Date: The Completion Date for this Contract is 30 September 2022. The initial term for this Contract was from 30 May 2016 to 30 September 2019, the first extended term was from 1 October 2019 to 30 September 2021 and the second extended term is from 1 October 2021 to 30 September 2022.

N. Time-frame and Extensions:

(see clauses 2.1.1.c & 4.2.4)

1. All author or licensor attribution (see 4.2.4) details must be provided at the time of development.
2. The Services must be provided in accordance with the following table:

Financial Year	Item	Description	Date
2016-17	1	Annual Work Plan (2016-17)	Following execution of Contract
	2	Annual Budget (2016-17)	Following execution of Contract
	3	Progress Report (1 July to 31 December 2016)	31 January 2017
	4	Financial Variance Report (1 July to 31 December 2016)	31 January 2017
	5	Annual Work Plan (2017-18)	30 April 2017
	6	Annual Budget (2017-18)	30 April 2017
2017-18	7	Progress Report (1 January to 30 June 2017)	31 July 2017
	8	Financial Variance Report (1 January to 30 June 2017)	31 July 2017
	9	Annual Report (2016-17)	31 July 2017
	10	Audited Financial Acquittal (2016-17)	30 September 2017
	11	Progress Report (1 July to 31 December 2017)	31 January 2018
	12	Financial Variance Report (1 July to 31 December 2017)	31 January 2018
	13	Annual Work Plan 2018-19	30 April 2018
	14	Annual Budget (2018-19)	30 April 2018
	15	Progress Report (1 January to 30 June 2018)	31 July 2018

2018-19	16	Financial Variance Report (1 January to 30 June 2017)	31 July 2018
	17	Annual Report (2017-18)	31 July 2018
	18	Audited Financial Acquittal (2017-18)	30 September 2018
	19	Progress Report (1 July to 31 December 2018)	31 January 2019
	20	Financial Variance Report (1 July to 31 December 2018)	31 January 2019
	21	Annual Work Plan (2019-20)	30 April 2019
	22	Annual Budget (2019-20)	30 April 2019
2019-20	23	Progress Report (1 January to 30 June 2019)	31 July 2019
	24	Financial Variance Report (1 January to 30 June 2019)	31 July 2019
	25	Annual Report (2018-19)	31 July 2019
	26	Audited Financial Acquittal (2018-19)	30 September 2019
	27	Progress Report (1 July to 31 December 2019)	31 January 2020
	28	Financial Variance Report (1 July to 31 December 2019)	31 January 2020
	29	Annual Work Plan (2020-21)	30 April 2020
	30	Annual Budget (2020-21)	30 April 2020
2020-21	31	Progress Report (1 January to 30 June 2020) and updated Annual Work Plan (2020-21) and Annual Budget (2020-21) to address additional payment at item T.8 to support COVID-19 recovery.	31 July 2020
	32	Financial Variance Report (1 January to 30 June 2020)	31 July 2020
	33	Annual Report (2019-2020)	31 July 2020
	34	Audited Financial Acquittal (2019-20)	30 September 2020
	35	Progress Report (1 July to 31 December 2020)	31 January 2021
	36	Financial Variance Report (1 July to 31 December 2020)	31 January 2021

2021-22	37	Annual Work Plan (2021-22)	30 April 2021
	38	Annual Budget (2021-22)	30 April 2021
	39	Progress Report (1 January to 30 June 2021)	31 July 2021
	40	Financial Variance Report (1 January to 30 June 2021)	31 July 2021
	41	Annual Report (2020-21)	31 July 2021
	42	Audited Financial Acquittal (2020-21)	30 September 2021
	43	Progress Report (1 July to 31 December 2021)	31 January 2022
	44	Financial Variance Report (1 July to 31 December 2021)	31 January 2022
	45	Interim Progress Report (1 January to 31 March 2022) and transition out strategy (if applicable)	30 April 2022
2022-23	46	Final Progress Report (1 January to 30 June 2022)	31 July 2022
	47	Annual Report (2021-22)	31 July 2022
	48	Audited Financial Acquittal (2021-22)	31 August 2022

3. The Department may direct You in writing to provide additional reports or other material. You must comply with any such direction within the timeframe specified by the Department.

O. Invoicing and Payment

(see clauses 2.1.1.d & 3.1.1.c)

Invoices

1. Invoices must include the following information:
 - a. the words “tax invoice” stated prominently;
 - b. Your name and ABN;
 - c. Our name and address;
 - d. the date of issue of the tax invoice;
 - e. the title of this contract and the contract number or purchase order number (if any) or date of execution;
 - f. details of fees, allowances and costs including the items (i.e. deliverables or milestones) to which they relate;
 - g. the total amount payable (including GST); and
 - h. the GST amount shown separately.
2. All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate Your entitlement to those allowances or costs.
3. An invoice is not correctly rendered where:
 - a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
 - b. it relates to a payment in relation to which We have exercised Our rights under clause 3.2 of the contract.
4. All invoices must be addressed to the Project Officer.

P. Payment

1. Subject to delivery and acceptance by Us, of the Services or part of the Services to which the payment relates, You must issue a correctly rendered invoice to Us. The date for payment is 30 calendar days following provision of a correctly rendered invoice to Us. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.
2. Payment will be effected by electronic funds transfer (EFT) to Your following bank account:
Commonwealth Bank BSB 065 000 Account No 00090184.
3. We adhere to the Australian Government Supplier Pay On-Time or Pay Interest Policy (the “Policy”).

Q. Project Officer

(see clause 2.2)

1. The Project Officer is the person for the time-being holding, occupying or performing the duties of Director – Inclusion Support Program, available via the address set out in item AA.5 of this Schedule 1.

R. Subcontractors

(see clause 2.3)

1. You may subcontract the performance of parts of the Services as follows:

Name	Subcontracted services	Additional conditions

S. Specified Personnel

(see clause 2.4)

Not Applicable.

T. Fees

(see clause 3.1.1.a, 10.1.3.a, 10.1.4 & 10.1.5)

1. The total Fee payable for the Services is \$19,284,127 (GST Inclusive), payable by the instalments set out in the Table 1, Table 2 and Table 3 below. This total Fee is comprised of a total of **s 47G** (GST Inclusive) for the initial term (30 May 2016 to 30 September 2019) [Table 1] and a further **s 47G** for the first extended term (1 October 2019 to 30 September 2021) [Table 2] and a further **s 47G** (GST Inclusive) for the second extended term (1 October 2021 to 30 September 2022) [Table 3].
2. The Fees include a total GST of \$1,753,102. This is comprised of **s 47G** GST for the initial term, **s 47G** GST for the first extended term and **s 47G** for the second extended term:

Table 1 - Fees in initial term (30 May 2016 to 30 September 2019)

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
20%	s 47G	Jul 2016	Delivery and acceptance of items 1 and 2 at N.2 of this Schedule 1.
15%		Feb 2017	Delivery and acceptance of items 3 and 4 as at N.2 of this Schedule 1.
17%		Aug 2017	Delivery and acceptance of Items 5, 6, 7, 8 and 9 as at N.2 of this Schedule 1.
16%		Feb 2018	Delivery and acceptance of items 10, 11 and 12 as at N.2 of this Schedule 1.
12%		Aug 2018	Delivery and acceptance of items 13, 14, 15, 16 and 17 as at N.2 of this Schedule 1.
10%		Feb 2019	Delivery and acceptance of items 18, 19 and 20 as at N.2 of this Schedule 1.
10%		May 2019	Delivery and acceptance of items 21 and 22 as at N.2 of this Schedule 1.

Table 2 – Fees in first extended term (1 October 2019 to 30 September 2021):

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
16.7%	s 47G	Aug 2019	Delivery and acceptance of items 23, 24 and 25 as at N.2 of this Schedule 1.
16.7%		Feb 2020	Delivery and acceptance of items 26, 27 and 28 as at N.2 of this Schedule 1.
16.7%		May 2020	Delivery and acceptance of items 29 and 30 as at N.2 of this Schedule 1.
16.7%		Aug 2020	Delivery and acceptance of items 31, 32 and 33 as at N.2 of this Schedule 1.
16.7%		Feb 2021	Delivery and acceptance of items 34, 35 and 36 as at N.2 of this Schedule 1.
16.7%		May 2021	Delivery and acceptance of items 37 and 38 as at N.2 of this Schedule 1.
16.7%			

Table 3 – Annual Fees in second extended term (1 October 2021 to 30 September 2022):

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
40%	s 47G	Aug 2021	Delivery and acceptance of items 39, 40 and 41 as at N.2 of this Schedule 1.
40%		Feb 2022	Delivery and acceptance of items 42, 43 and 44 as at N.2 of this Schedule 1.
15%		May 2022	Delivery and acceptance of item 45 as at N.2 of this Schedule 1.
5%		Aug 2022	Completion payment including delivery and acceptance of items 46 and 47 as at N.2 of this Schedule 1.

Specialist Equipment Funding

3. We will also pay You up to \$284,047 (inclusive of GST) over the Contract period for acquiring and maintaining Specialist Equipment, and for the provision, handling, delivery and storage of Specialist Equipment (item H refers). This amount is comprised of \$120,457 paid during the initial term and \$16,060 payable in the first extended term and \$8,030 payable in the second extended term.
4. We will pay You \$96,366 (inclusive of GST) for the provision of items for the Specialist Equipment Library in July 2016.
5. For the financial year 2019-20, We agree to the request for a one off payment of **\$139,500** (inclusive of GST) to facilitate a recapitalisation of the Specialist Equipment Library, which will be paid to You upon execution of this Deed of Variation.
6. As part of the following subsequent Annual Report, You will provide evidence of acquittal of the funds for the use of the Specialist Equipment Library.
7. Funding for Specialist Equipment in 2017–18, 2018–19, 2019-20, 2020-21 and 2021-22 will be offered by Us after the review of acceptance of all contractors’ Annual Report and Financial Variance reports for the previous financial year.

Additional payments during 2019-2020 to support COVID-19 recovery

Table 4 – Additional payment to support COVID-19 recovery

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone
10% of Annual Contract Fee	\$315,647	June 2020	On execution of Deed of Variation No. 2

8. We will pay you \$315,647 (GST Inclusive) in June 2020. This funding is being provided in anticipation of increased demand for the Services as a result of the COVID-19 pandemic. This

funding must be used to assist eligible ECEC services with recovery from the effects of the COVID-19 pandemic, with the particular focus of assisting with the anticipated increased numbers of eligible ECEC services seeking inclusion support, particularly for children with additional needs presenting with trauma-related behaviours or mental health conditions following the COVID-19 pandemic.

9. You must provide an updated Annual Work Plan (2020-21) and updated Annual Budget (2020-21) to address how this additional payment will be utilised to support COVID-19 recovery. This funding must be expended in accordance with the updated Annual Work Plan (2020-21) and updated Annual Budget (2020-21) as accepted by Us.

U. Allowances and Costs

(see clauses 3.1.1.b & 10.1.3.c)

Not applicable.

V. Facilities and Assistance

(see clauses 3.1.1.d & 10.1.3.d)

Not applicable.

W. Commonwealth Material

(see clause 4.1)

Not applicable.

X. Existing Material

(see clause 4.2.2)

Not applicable.

Y. Moral Rights

(see clause 4.3)

Permitted Acts

1. In addition to those set out in clause 4.3.1, the following are 'Permitted Acts' for the purposes of clause 4.3.1.d:
 - a. use of the Contract Material for advertising, merchandising or promotional purposes of any kind;
 - b. incorporating the Contract Material into a website or as part of a multi-media training Program;
 - c. synchronising the proposed sound recording as part of the soundtrack of a film; or
 - d. removal and/or relocation of the proposed sculpture to an alternative location, including disassembly as necessary for that purpose.

Z. Privacy Conditions, Restrictions or Guidelines

(see clause 6.2.1.b)

1. In this item Z:

Eligible Data Breach	has the same meaning as defined in the Privacy Act.
Personal Information	has the same meaning as it has in section 6 of the Privacy Act;
Information Commissioner	has the same meaning as it has in section 3A of the <i>Australian Information Commissioner Act 2010</i> .
Records	has the same meaning as it has in section 6 of the Privacy Act.
2. In relation to Personal Information received, created or held by You for the purposes of this Contract, You agree:
 - e. not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Project Officer;
 - f. to co-operate with reasonable demands or inquiries made by the Information Commissioner or the Project Officer in relation to the management of Personal Information;
 - g. to ensure that any person who You allow to access Personal Information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles as if they were Us;
 - h. to comply with policy guidelines laid down by Us or issued by the Information Commissioner from time to time relating to the handling of Personal Information;
 - i. if requested by Us, at the end of this contract, to return all Records containing Personal Information to the Project Officer, or de-identify, delete or destroy those Records in the presence of a person authorised by the Project Officer or as otherwise instructed by the Project Officer; and
 - j. to Your name being published in reports by the Information Commissioner.
3. You must immediately notify the Project Officer if You become aware:
 - a. of a breach of Your obligations under clause 6;
 - b. that a disclosure of Personal Information may be required by law; or
 - c. of an approach to You by the Information Commissioner or by a person claiming that their privacy has been interfered with.

Note: more information about the Privacy Act and the Australian Privacy Principles is available at www.oaic.gov.au

Notifiable Data Breach

4. If You become aware that, or there are reasonable grounds to suspect that, there may have been an Eligible Data Breach in relation to any Personal Information held by You as a result of this contract or its provision of the Services, You must:
 - a. notify Us in writing as soon as possible and no later than 3 Business Days of becoming aware;
 - b. unless otherwise directed by Us, carry out an assessment in accordance with the requirements of the Privacy Act in relation to an Eligible Data Breach;
 - c. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;

- d. unless otherwise directed by Us, take all other action necessary to comply with the requirements of the Privacy Act in relation to an Eligible Data Breach; and
- e. take any other action as reasonably directed by Us.

AA. Confidential Information

(see clause 5.2.1)

Your Confidential Information

1. Information contained in contract:

Item	Period of Confidentiality

2. Information obtained or generated in performing contract:

Item	Period of Confidentiality

Our Confidential Information

3. Information contained in contract:

Item	Period of Confidentiality

4. Information obtained or generated in performing contract:

Item	Period of Confidentiality

5. Our Address for Notices

(see clause 11.1.1.a)

Physical address	50 Marcus Clarke Street Canberra ACT 2601
-------------------------	--

Postal address	Director – Inclusion Support Program Department of Education, Skills and Employment GPO Box 9880 Canberra ACT 2601
Email	InclusionSupportProgram@dese.gov.au

6. Your Address for Notices

(see clause 11.1.2.b)

Physical address	43 Dew Street Thebarton SA 5031
Postal address	43 Dew Street Thebarton SA 5031
Email	s 47F

BB. Insurance

(see clause 13.4)

1. Required insurance.
2. You must maintain:
 - a. workers' compensation as required by law;
 - b. public liability insurance to a value of \$10 million (ten million dollars) or more per claim.

CC. Compliance with Laws and Policies

(see clause 13.12.1)

Compliance with Laws

1. You acknowledge that:
 - a. when dealing with Your employees, You must comply with the *Fair Work Act 2009* and related legislation, and obligations under relevant work health and safety laws
 - b. Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
 - c. giving false or misleading information is a serious offence under the *Criminal Code*;
 - d. the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 122.4 of the *Criminal Code*, punishment for which may be a maximum of two years imprisonment;

- e. in respect of data, including personal information, held in connection with this contract, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this contract is an offence under Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
- f. You are aware of the provisions in Division 122, Part 5.6 of the Criminal Code, in particular section 122.4A relating to official secrets; and
- g. You may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983*, the *Disability Discrimination Act 1992* and, where applicable to the Services, the *Disability Standards for Education 2005*.

Compliance with policies

2. You must:
 - a. when using Our premises or facilities (including information systems), comply with Our directions and procedures relating to environmental management, work health, safety and security (which you acknowledge may change during the term of this contract);
 - b. ensure that any person who will have access to information protected under Division 122 of the Criminal Code sign an acknowledgment that he or she is aware of the provisions of that section; and
 - c. comply with Our Code of Conduct in Contracting. A copy of Our Code of Conduct in Contracting is available at www.dese.gov.au

DD. Workplace Gender Equality Act 2012 (Cth)

In this item DD:

Letter of Compliance refers to a letter issued by the Workplace Gender Equality Agency which indicates compliance by a Relevant Employer with the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act);

Relevant Employer has the same meaning as it has in the WGE Act;

1. This item applies only to the extent that You are a Relevant Employer.
2. You must comply with Your obligations, if any, under the WGE Act.
3. If You become non-compliant with the WGE Act during the term of this contract, You must notify Us in accordance with clause 11.
4. If the term of this contract exceeds 18 months, You must provide a current Letter of Compliance within 18 months from the Date of this Contract and following this, annually, to Us.
5. Compliance with the WGE Act does not relieve You from Your responsibility to comply with Your other obligations under this contract.

EE. Building Code and Occupational Health and Safety Accreditation Scheme

Not Applicable

FF. Working with Children Requirements

1. In this clause:

Child means an individual(s) under the age of 18 years and Children has a similar meaning;

Child-Related Personnel means officers, employees, contractors, agents and volunteers of the Supplier involved with the Services who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, which were endorsed by the Council of Australian Governments in February 2019 (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations> or as otherwise published by the Australian Government);

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

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.

2. You must:
 - a. 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
 - b. ensure that Working With Children Checks obtained in accordance with this subitem FF(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.
3. You agree in relation to the Services, to the extent that the Services involve direct contact with children, that is more than incidental to the Services, to:
 - a. implement the National Principles for Child Safe Organisations;
 - b. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
 - c. 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;
 - d. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this sub item FF(3);
 - e. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - i. the National Principles for Child Safe Organisations;
 - ii. the Supplier's risk management strategy required by this item;
 - iii. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
 - iv. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
 - f. provide the Commonwealth with an annual statement of compliance with sub items FF(2) and FF(3), in such form as may be specified by the Commonwealth.
4. With reasonable notice provided to You, We may conduct a review of Your compliance with

this item FF.

5. You agree to:
 - a. notify Us of any failure to comply with this item FF;
 - b. co-operate with Us in any review conducted by Us of Your implementation of the National Principles for Child Safe Organisations or compliance with this item FF; and
 - c. promptly, and at Your cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this item FF.
6. You must ensure that any subcontract You enter into in relation to this contract includes the requirements set out in paragraphs 2, 3, 4 and 5 of this item FF.
7. If You do not comply with this item FF, then We may immediately terminate this contract under clause 10.2.

GG. Statement of Values and Code of Conduct

Service delivery values

1. You must, when carrying out the Services:
 - a. behave: with the highest ethical standards; fairly, effectively, impartially and courteously to the Australian public; and with sensitivity to the diversity of the Australian public; and
 - b. comply with the APS Code of Conduct set out in section 13 of the Public Service Act 1999.
2. A breach of paragraph 1 of item GG of this Schedule 1 occurs, but is not limited to, when You:
 - a. fail to deliver Services in the manner specified in the APS Code of Conduct; or
 - b. are the subject of a serious complaint, or a series of similar complaints in relation to APS Code of Conduct, which You have not:
 - i. actively taken steps to resolve in accordance with paragraph 4. of item GG of this Schedule 1; or
 - ii. where relevant, actively taken steps to ensure that the complaint does not re-occur.
3. A breach of the APS Code of Conduct constitutes a breach of Your obligations under the contract.

Customer feedback and complaints process

4. You must establish a Service feedback and complaints process to deal with feedback and complaints from service recipients about Your delivery of the Services.
5. Your Service feedback and complaints process must:
 - a. be consistent with this contract, the APS Values and Code of Conduct, and any relevant industry statement of values and code of conduct specified in paragraph a.ii.B. of item GG of this Schedule 1;
 - b. clearly indicate that service recipients may also complain directly to Us using Our customer service line;
 - c. be underpinned by principles of fairness, accessibility, responsiveness, efficiency and integration;

- d. be developed and implemented, as far as possible, based on the Commonwealth Ombudsman's Better Practice Guide to Complaint Handling.
- 6. Upon request, You must give Us details of the process You have established to manage Service feedback and complaints.
- 7. You must publicise to Your service recipients the existence and details of the Service feedback and complaints process.
- 8. If a service recipient is dissatisfied with the results of the Service feedback and complaints process, You must refer the service recipient to Our customer service line for further investigation of the matter.
- 9. You must keep a Service feedback and complaints register which includes, but is not limited to, details about:
 - a. all Service feedback and complaints received directly by You, and the outcome of any investigation where relevant;
 - b. all Service feedback and complaints referred to You by, or through, Us; and
 - c. complaints, including details of: the service recipient, personnel involved in the issue the subject of the complaint, circumstances giving rise to the complaint, the investigation and any follow-up action.

HH. Fraud Control Plan

Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

- 1. You must not, and You must ensure that Your Personnel do not, engage in fraudulent activity in relation to this contract.
- 2. You must take all reasonable steps to prevent fraud upon the Commonwealth in relation to the Services, including the implementation of an appropriate fraud control plan that is consistent with the Commonwealth Fraud Control Framework 2017 (**Fraud Control Plan**), a copy of which must be provided to Us on request.
- 3. You must review and update the Fraud Control Plan at least every six months over the term of this contract, or whenever there is a significant change in Your structure or activities. You must Us with details of any review and a copy of any update to the Fraud Control Plan.
- 4. You must:
 - a. take all reasonable steps to prevent and detect Fraud in relation to the performance of this contract; and
 - b. ensure Your Personnel and subcontractors do not engage in any Fraud in relation to this contract.
 - c. If You become aware of:
 - i. any Fraud or suspected Fraud in relation to this contract; or
 - ii. any Fraud or suspected Fraud not related to this contract but which has had or may have an effect on the performance of this contract,
 then You must:
 - iii. within 5 Business Days, report the matter to Us, Our Fraud investigation team (fraud@dese.gov.au), and all appropriate law enforcement and regulatory agencies;

and

- iv. if directed by Us and at Your own cost, investigate the Fraud or suspected Fraud in accordance with any directions or standards required by Us.
5. You acknowledge the occurrence of Fraud will constitute a breach of this contract.
6. If an investigation We find that You or Your Personnel or subcontractors have committed Fraud, or the You have failed to take reasonable steps to prevent Fraud by Your Personnel or subcontractors, You must reimburse or compensate Us in full.
7. If, after investigation, We are reasonably satisfied that You or Your Personnel have been engaged in fraudulent activity, We may take action by immediately terminate this contract under clause 10.2.1.a.
8. Note: The *Criminal Code Act 1995* provides that offences involving fraudulent conduct against the Commonwealth are punishable by penalties including imprisonment.

II. Web Accessibility

1. All websites created, updated or modified by you for the purposes of this Contract must comply with The Commonwealth Digital Transformation Office, Mandatory Requirements identified in the Web Guide (www.webguide.gov.au).



Australian Government
Department of Education, Skills and Employment

DEED OF VARIATION NO. 3 TO CONTRACT IN RELATION TO INCLUSION AGENCY SERVICES

Under The Inclusion Support Program

Commonwealth of Australia represented by the
Department of Education, Skills and Employment
ABN 12 862 898 150

The Lady Gowrie Child Centre, Incorporated
Adelaide
ABN 85 215 237 980

DEED OF VARIATION

Date

This Deed is made on 21 March 2022.

Parties

This Deed is made between and binds the following parties:

1. **Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our')**
represented by and acting through the Department of Education, Skills and
Employment ABN 12 862 898 150 ('the Department')
2. **The Lady Gowrie Child Centre, Incorporated Adelaide ABN 85 215 237 980**
(**'You', or 'Your'**)

Context

- A. The parties entered into a contract dated 30 May 2016 for the provision of Services in relation to the Inclusion Agency Services under the Inclusion Support Program ('Principal Contract').
- B. The Principal Contract was amended on 19 March 2019 by Deed of Variation No. 1 and the term was the Principal Contract was extended for an extended term of two (2) years to 30 September 2021.
- C. The Principal Contract was amended on 30 June 2020 by Deed of Variation No. 2 and the term was the Principal Contract was extended for a second a extended term of one (1) year to 30 September 2022.
- D. The parties now wish to amend the Principal Contract to extend the term of the Principal Contract from 30 September 2022 to 30 September 2023.
- E. The Principal Contract requires that a variation be in writing and signed by both parties.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Contract.

2. Construction of this 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 the Deed remains in force.
- 2.3. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

3. Commencement

- 3.1. This Deed commences on the date the last party to sign this Deed does so ('Effective Date').
- 3.2. In accordance with clause 13.8 of the Principal Contract, on and from the Effective Date, the Principal Contract is varied by consent of the parties on the terms and conditions contained in clause 4 of this Deed.

4. Terms and conditions of variation

The Principal Contract is amended as follows:

- 4.1. Delete Schedule 1 (Contract Details) in its entirety and replace with Schedule 1 (Contract Details) as set out in Annexure A to this Deed.

5. Further acts

- 5.1. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

- 6.1. Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

- 7.1. This Deed is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

8. Counterparts

- 8.1. This Deed may be executed in counterparts, however officers for each Party must physically sign the same counterpart for that Party. There may only be one counterpart document for each Party, including electronic versions.

Signatures

EXECUTED by the Parties as a Deed.

SIGNED SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the Department of Education, Skills and Employment by:

s 22

s 22

Name of signatory

Signature

s 22

Position

In the presence of:

s 22

s 22

Name of witness

Signature of witness

SIGNED SEALED AND DELIVERED for and on behalf of The Lady Gowrie Child Centre, Incorporated Adelaide (ABN 85 215 237 980) by its duly authorised representative:

s 47F

s 47F

Name & position of signatory

Signature

In the presence of:

s 47F

s 47F

Name of witness

Signature of witness

Annexure A to the Deed of Variation No. 3

SCHEDULE 1. CONTRACT DETAILS

Background

1. Structure of the Department of Education, Skills and Employment (the Department)

- a. The Department is the lead Australian Government agency providing national leadership in education, skills and employment.
- b. The Department works in collaboration with the States and Territories and has offices and agencies throughout Australia and overseas allowing an active, national and client-focused approach.
- c. The Department is responsible for national policies and programs that help Australians access quality and affordable early learning and child care, school education, higher education, vocational education and training, international education and research.

2. Children with additional needs in early childhood education and child care

- a. Early childhood education and care (ECEC) plays a pivotal role in the development of Australian children, their preparation for school and in enabling parents to participate in the workforce. Australian and international evidence shows that participation in high quality ECEC can be effective in improving life outcomes for children through enhanced cognitive, language and social development. These benefits accrue, not just to the child but to society as a whole, through enhanced human capital and productivity and reduced public expenditure on health, welfare and crime over the life course.
- b. Children with additional needs, in particular children with disability and children from culturally and linguistically diverse backgrounds, face unique barriers and servicing requirements compared to same age typically developing children, which leads to their participation in ECEC services to be lower than their representation in the population.
- c. While there is no national definition of 'additional needs', there are children who may need or require specific considerations or adaptations to participate fully in ECEC services (although not all children with additional needs will require support). Additional needs may arise for children who:
 - have a disability or developmental delay;
 - are presenting with challenging behaviours;
 - have a serious medical or health condition including mental health;
 - are presenting with trauma-related behaviours.

Meeting the needs and requirements of:

- Aboriginal and Torres Strait Islander children
- children from culturally and linguistically diverse backgrounds
- children from refugee or humanitarian backgrounds

may also require specific considerations, such as cultural support, to ensure these children are able to participate fully in ECEC services and experience positive outcomes.

- d. While some ECEC services have existing capacity and capability to include children with additional needs, others require extra support to do so. This may include educational and programming advice, access to an additional educator, access to bicultural support services such as an interpreter or translator and access to specialised equipment.

A. The Inclusion Support Program

1. The Inclusion Support Program (ISP), announced by the Australian Government as part of the Child Care Safety Net in the 2015-16 Budget, aims to increase access and participation in child care for children with additional needs. The ISP supports ECEC services to build their capacity and capability to provide and embed inclusive practice, thereby providing children with additional needs with an opportunity to learn and develop alongside their same age typically developing peers.
2. The Program has dual objectives to:
 - support mainstream ECEC services to improve their capacity and capability to provide quality inclusive practices, address participation barriers and include children with additional needs alongside their same age typically developing peers, and
 - provide parents and carers of children with additional needs with access to appropriate ECEC services that assist those parents and carers to participate in the workforce.
3. The Program commenced on 1 July 2016 and operated for an initial period until 30 June 2019, which has been extended for a further two (2) years to 30 June 2021; a further one (1) year to 30 June 2022; and a further one (1) year to 30 June 2023 (Project Period). The Program replaced the Inclusion and Professional Support Program (IPSP), which ceased on 30 June 2016.

B. ISP Guidelines

1. The ISP Guidelines are available on the Department's website (www.dese.gov.au). The ISP Guidelines provide comprehensive information about the Program including:
 - a. Program objectives;
 - b. types of support available;
 - c. eligibility requirements; and
 - d. how to access support.
2. You must ensure service delivery is in accordance with these ISP Guidelines as amended from time to time.
3. The Department reserves the right to amend the ISP Guidelines to reflect Australian Government priorities and any such amendments will be published on the Department's website (www.dese.gov.au). The Department will advise You of

updates.

4. The Program consists of three key elements:
 - a. Inclusion Agencies (IAs) - an IA will be contracted to assist eligible ECEC services operating within a particular jurisdiction to build their capacity and capability to provide and embed inclusive practice, and address barriers to inclusion experienced by children with additional needs in their delivery of ECEC programs. Section 2 of the ISP Guidelines outlines the role of IAs and how eligible ECEC services can access IA non- financial support.
 - b. Inclusion Development Fund (IDF) - the IDF provides funding to assist eligible ECEC services to address a barrier to inclusion that cannot be addressed by the support provided by an IA. The ISP Guidelines outline the details and application requirements for the four streams of the IDF.
 - c. Inclusion Development Fund Manager - a single national IDFM will provide nationally consistent and equitable management of the IDF through assessing applications for funding and communicating outcomes to applicants. Section 2.2 of the ISP Guidelines outlines the role of the IDF Manager.
5. The Program's Guiding Principles (reference in Section 1.5 of the ISP Guidelines) and and Approaches to Best Practice¹ are:
 - a. **Promoting access** - The most fundamental element of inclusion is enabling children with additional needs to access a wide range of environments and experiences. This requires removing physical or structural barriers and providing multiple ways to promote learning and development.
 - b. **Assistive technology** - Assistive technology involves interventions that use a range of strategies to promote a child's access to learning opportunities. Strategies range from making simple changes to the environment and materials to helping children use specialist equipment. Combining assistive technologies with effective teaching promotes the child's participation in learning and relating to others.
 - c. **Promoting participation** - Attending an early childhood education and care program does not guarantee participation. Without purposeful adaptations and strategies, children with additional needs may not be included in activities to the same level as their same age typically developing peers. Ensuring participation involves using a range approaches to promote engagement and a sense of belonging for each child.
 - d. **Building functional skills** - To participate meaningfully in everyday

¹ *Strengthening Inclusive Practices in Early Childhood Intervention Services: Best Practice Guide*,

Centre for Community Child Health, Murdoch Children's Research Institute, The Royal Children's Hospital, Melbourne, 2013.

activities, children with additional needs require functional skills such as communication, mobility, social skills and self-management. A functional approach to intervention aims to enable a child to accomplish particular tasks, rather than to promote change in an impairment or developmental sequence, or change the way in which a task is accomplished to make it more 'normal'.

- e. **Environmental adaptations** - A key approach to promoting inclusion for children with additional needs is to modify the environment, rather than try to modify the child. That is, teaching the child skills to manage the environment as it currently exists, even when that environment is designed for children without additional needs. Environmental modifications can take many forms, including physical modifications of buildings, the use of technological aids, and changes in routines.

The social environment can also be modified to create more accepting and inclusive social interactions.

- f. **Promoting engaging and responsive service delivery** - Relationships are just as important for the parents of children with additional needs as they are for children. The effectiveness of early childhood and child care services therefore depends as much on the manner in which services are delivered as it does on what is being delivered. As such, a fundamental skill of early childhood and child care professionals is the ability to build positive relationships with families.
- g. **Consultations, coaching and collaboration skills** - In addition to core relationship building skills, early childhood and child care professionals require skills in communication and knowledge transfer, to help others understand the importance of and benefits of inclusion to all children and families.

- 6. While the IDFM is responsible for approving or declining applications for funding, payment is made directly to the eligible ECEC service by the Department and occurs retrospectively following a claims process.

C. Jurisdiction for Provision of Services

(see clause 2.1.1.a)

- 1. You have responsibility for delivering Inclusion Agency Services within Your jurisdiction, being South Australia.

D. Service Delivery

- 1. You must work with eligible ECEC services within Your jurisdiction to assess and build their capacity and capability to provide and embed inclusive practice and provide solutions to barriers to inclusion.
- 2. You must tailor support to the individual needs of each eligible ECEC service.
- 3. You must ensure delivery of appropriate and equitable service coverage to all

eligible ECEC services in major cities, inner regional, outer regional, remote and very remote regions in accordance with Your Annual Work Plans as approved by the Department.

4. This support must be appropriate and tailored to reflect the demographics and needs of the services and children in the jurisdiction including awareness and identification of emerging trends.
5. You must ensure Your reporting meets the reporting requirements and timeframes of sections L and N of this Schedule 1.

E. IS Portal/Information Technology

1. You must maintain information technology capability, support and infrastructure to meet program requirements, in collaboration with the IDFM and Us.
2. You must assist all eligible ECEC services receiving support from the Program to use the Inclusion Support Portal (IS Portal) unless clause 3 applies
3. Where services do not have access to appropriate technology resources, a Strategic Inclusion Plan (SIP) and application for funding for all streams of the IDF can be completed offline by the service with your assistance.
4. You must use the IS Portal for Your administration of the Program, including, but not limited to:
 - a. creating a SIP for each eligible ECEC services requiring support from the Program and generating the Letter of Introduction to the service;
 - b. reviewing eligible ECEC services' SIPs; and
 - c. reviewing and providing an endorsement outcome on applications for funding under the IDF in accordance with ISP Guidelines.
5. You must support eligible ECEC services to access and use the IS Portal, including, but not limited to:
 - a. facilitating access to the IS Portal for authorised or key personnel in the service within 3 business days of a request being received;
 - b. creating the SIP and assisting eligible ECEC services to complete a SIP;
 - c. completing applications for funding from all streams of the IDF;
 - d. providing assistance to services who require changes to their approved funding, for example change of circumstances or where funding is no longer required;
 - e. completing the online declaration of funding for IDF Innovative Solutions; and
 - f. completing an annual review of the SIP and recording progress notes.
6. You must log, track and report significant or reoccurring Performance Issues of the IS Portal to the Department's IS Portal Helpdesk.
7. You must support ECEC services to understand processes and requirements of the

Program in the IS Portal.

8. You must ensure service delivery is in accordance with the ISP User Guide. The ISP User Guide will be available on the Department's website (www.dese.gov.au). The ISP User Guide provides comprehensive information about the use and administration of the IS Portal.
9. The Department reserves the right to amend the ISP User Guide to reflect Australian Government priorities and/or technical changes. Any such amendments will be advised on the Department's website (www.dese.gov.au). This includes, but is not limited to, amendments to the ISP User Guide to make provision for new IT requirements that may occur over the term of the Project.

F. Strategic Inclusion Plans

1. You must support eligible ECEC services within Your jurisdiction to complete a Strategic Inclusion Plan (SIP). A SIP is a self-guided inclusion assessment and planning tool for eligible ECEC services that includes short and longer term strategies for improving and embedding inclusive practice. A SIP is developed through the web based IS Portal. A SIP must identify:
 - a. the barriers that impact the eligible ECEC service's capacity to include children with additional needs;
 - b. the proposed strategies to address barriers to inclusion. These may include (but are not limited to):
 - i. changes to educators practices, planning, policy, physical environment and experiences to increase the participation of children with additional needs and embed inclusive practice in the care environment
 - ii. specialised inclusion training, mentoring or coaching, or specific inclusion resources required by educators
 - iii. developing policies and practices the service may use to support future inclusion
 - iv. identifying resources and support services available in the local community to assist with the inclusion of children with additional needs
 - v. developing a project to support the inclusion of a child (or children) and build educator skills, knowledge and confidence
 - vi. accessing an Additional Educator to increase educator to child ratios above the minimum requirements mandated in the National Regulations (or relevant state or territory legislation).
 - c. the need for specialist equipment that may assist with addressing barriers to inclusion.
2. You must increase the uptake of SIPs by Family Day Care (FDC) educators within your jurisdiction by a minimum of 10 percent per annum over the period 2019-20 to 2020-23, with a particular focus on those FDC educators that have not previously engaged with the Program.

	2019-20	2020-21	2021-22	2022-23
Uptake of SIPs by FDC educators	Reference point is total number of SIPs completed by FDC educators as at 30 June 2019	Reference point is total number of SIPs completed by FDC educators as at 30 June 2020	Reference point is total number of SIPs completed by FDC educators as at 30 June 2021	Reference point is total number of SIPs completed by FDC educators as at 30 June 2022

3. You must increase the uptake of SIPs by Centre Based Day Care (CBDC) services within your jurisdiction by a minimum of 10 percent per annum over the period 2019-20 to 2020-23, with a particular focus on those CBDC services that have not previously engaged with the Program.

	2019-20	2020-21	2021-22	2022-23
Uptake of SIPs by CBDC services	Reference point is total number of SIPs completed in CBDC services as at 30 June 2019	Reference point is total number of SIPs completed in CBDC services as at 30 June 2020	Reference point is total number of SIPs completed in CBDC services as at 30 June 2021	Reference point is total number of SIPs completed in CBDC services as at 30 June 2022

4. The ISP Guidelines provide additional information about SIPs.

G. Specialist Equipment Library

1. You must manage a Specialist Equipment Library (SEL) in Your jurisdiction in accordance with the provisions within this Contract, Your Annual Work Plan and the ISP Guidelines.
2. You must allow eligible ECEC services to borrow items of specialist equipment that facilitate and support the inclusion of a child or children with additional needs - as identified through the development of a SIP, or as considered appropriate and recommended by a relevant professional.
3. You must manage any transitional issues resulting from the Specialist Equipment arrangements of the IPSP, this includes but may not be limited to ensuring eligible ECEC services in receipt of Specialist Equipment under the IPSP have entered into a new contractual arrangement under the Program.
4. You must assess and action requests from eligible ECEC services for Specialist Equipment within 5 Business Days after a request is received. This includes notifying the applicant of any delays or issues in the provision or availability of the equipment.
5. You must use the agreed Loan Agreement form to be signed by eligible ECEC

services, prior to accessing equipment, which sets out the terms and conditions associated with borrowing equipment from the SEL.

6. You must ensure eligible ECEC services have access to the loan of Specialist Equipment that is suitable for purpose, property registered and licenced where required and in good working order throughout the life of this Contract.
7. You must provide clear communication and policies to eligible ECEC services regarding the logistics of equipment, including loan timeframes.
8. You must maintain and publish an online and up to date catalogue of available Specialist Equipment.
9. You must make this catalogue available to Us upon request. We may require further information regarding the catalogue for the purposes of reporting.
10. You must acquire new equipment in line with the provisions outlined in clause T of this Schedule 1.
11. We do not own Specialist Equipment acquired by You with the funding provided under this Contract.
12. Notwithstanding whether You own Specialist Equipment, at the end of the Project Period or on earlier termination of this Contract, if You are not the Next Service Provider in Your jurisdiction, You must:
 - a. transfer or otherwise deal with the Specialist Equipment in accordance with any written direction We give You; or
 - b. otherwise - transfer all Specialist Equipment to the Next Service Provider in your jurisdiction.
13. Your total indicative allocation for Specialist Equipment over the Contract period (initial term, first extended term, second extended term and third extended term) is approximately \$292,077 (inclusive of GST). Most of this funding was allocated for the first year of the Program to allow for any necessary refresh of equipment (see item T.4 of this Schedule 1) and a top up payment in 2019-20 to allow a refresh of the Specialist Equipment Library. The following table outlines Your current notional allocation for the SEL.

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Specialist Equipment (\$ (GST Inclusive)	\$96,366	\$16,061	\$8,030	\$147,530	\$8,030	\$8,030	\$8,030

- a. For the financial year 2019-20, the amount is inclusive of our agreement to the request for a one off payment of \$139,500 (inclusive of GST) to facilitate a recapitalisation of the Specialist Equipment Library, which was paid to You upon execution of Deed of Variation No.2.

I. Inclusion Development Fund (IDF)

1. You must assist eligible ECEC services to access the IDF where it is identified in their SIP as an appropriate strategy to address an inclusion barrier. This includes:
 - a. assisting eligible ECEC services to prepare and submit applications for funding and advising them of the required supporting documentation;
 - b. assisting eligible ECEC services to access to the IS Portal, the online system that manages the application and approvals of all applications to the IDF;
 - c. assisting eligible ECEC services to consider flexible and innovative solutions to inclusion barriers, which may include short term strategies to assist with enrolling and/or settling a child or longer term strategies including building resilience and addressing trauma or mental health issues (experienced from the impact of COVID-19 or natural disasters).
 - d. assisting eligible ECEC services to identify potential providers for bicultural support, trauma or mental health and other services available under the Innovative Solutions Support stream of the IDF;
 - e. reviewing applications for funding in a timely manner, and endorsing the application where appropriate; and
 - f. identifying applications as requiring urgent or routine assessment from the IDFM.

J. Outreach and Community Engagement

1. You must establish and maintain a presence within Your jurisdiction by taking a proactive approach to communication and outreach activities with eligible ECEC services and other relevant stakeholders. This may involve:
 - a. promoting the services available from IAs to eligible ECEC services and circulating information on how eligible ECEC services can access support, including appropriate contact details to eligible ECEC services and stakeholders within Your jurisdiction;
 - b. raising the importance of (COVID-19) recovery initiatives to respond to identified needs. For example, increased initiatives to focus on support for families and educators who have been negatively impacted by COVID-19; building community resilience; supporting educators and families to build skills to support their children emotionally.
 - c. developing and implementing clear communication and feedback mechanisms with stakeholders in Your jurisdiction; and
 - d. assisting eligible ECEC services to work in partnership with families and local support networks including relevant community groups, services and organisations to support and encourage the inclusion of children with

additional needs within the ECEC service.

2. You will work with eligible ECEC services to develop a community outreach strategy when completing their SIP. This includes providing advice to eligible ECEC services for engaging families not currently accessing the early learning and child care system and encouraging them to access eligible ECEC services.
3. You will also be required to establish effective and collaborative partnerships with other relevant stakeholders to share knowledge and resources and encourage better service integration and collaboration. Stakeholders may include:
 - a. National Disability Insurance Scheme (NDIS) Early Childhood Early Intervention Partners;
 - b. Settlement Service Providers;
 - c. Adult Migrant English Program Providers;
 - d. Migrant Resource Centres;
 - e. Employment Service Providers; and
 - f. Indigenous organisations.
4. To increase engagement in the Program by Family Day Care (FDC) educators, you must make contact at least twice per annum with each FDC service within your jurisdiction. Contact includes a phone call, face-to-face meeting or written correspondence.
5. To increase engagement in the Program by Centre Based Day Care (CBDC) services, you must make contact at least twice per annum with each CBDC service within your jurisdiction. Contact includes a phone call, face-to-face meeting or written correspondence with individual services.

K. Transition

1. You acknowledge that the Program is a successor to the IPSP, and that the Program may continue beyond the expiry of this contract or be replaced with a similar program at any time.
2. We may give You reasonable directions, in writing, about the provision of the Services to ensure continuity of service to eligible ECEC services and ensure the benefits of the Program continue to be enjoyed by its target children and families without interruption.
3. To avoid doubt, We can give You a direction under item K.2 at any time.
4. You must comply with a direction given to You under item K.2.
5. Our right to give directions under item K.2 does not limit or otherwise affect any other right to give You directions under this contract (including under clause 2.2.1,b and item above of this Schedule 1).

L. Required Contract Material

(see clause 2.1.1.b)

1. You must meet the following reporting requirements:
 - a. Annual Work Plan, including:

- strategies for prioritising support across Your jurisdiction;
 - complaints handling strategy which confirms there is a process in place to ensure complaints are effectively managed and resolved;
 - outreach strategy to ensure all eligible ECEC services and relevant stakeholders are aware of services available through the Program;
 - communication strategy outlining how You intend to communicate with eligible ECEC services about the Program including any changes to the ISP Guidelines and information about the supports each eligible ECEC service is receiving;
 - risk management strategy; and
 - continuous improvement strategy that identifies and addresses opportunities to build and improve the service delivered by You;
- b. six month progress reports against the Annual Work Plan using the reporting template as directed by the Department;
 - c. annual budget for each financial year of the Project Period;
 - d. six month variance reports for actual expenditure and anticipated expenditure for each financial year of the Project Period using the reporting template as directed by the Department;
 - e. annual audited financial acquittal for each financial year of the Project Period using the reporting template as directed by the Department; and
 - f. annual reports using the reporting template as directed by the Department. This includes data regarding the following performance measures:
 - SIP uptake by FDC and CBDC services, including the number of SIPs in the current annual period and the percentage increase or decrease in uptake compared to the previous annual period (items G.2 and G.3 of this Schedule 1), and
 - frequency of contact with FDC and CBDC services in the current annual period, including the total number of each type of contact – phone call, face-to-face meeting, and written correspondence (items J.4 and J.5 of this Schedule 1);
2. You are required to use reporting templates as directed by the Department.
 3. You will be required to attend a briefing for new providers prior to the commencement of the Program in June 2016.
 4. You are required to attend other Program related meetings (expected to be twice a year) with the Department during the Project Period. The format and arrangements for these meetings will be determined by the Department.
 5. You are responsible for meeting all your costs for travelling to and attending these meetings.
 6. The Financial Variance Report (on a Department agreed template or in a manner

agreed by the Department).

7. The Audited Financial Acquittal (on a Department agreed template or in a manner agreed by the Department).

M. Completion Date

(see clause 1.1.1)

1. The Completion Date for this Contract is 30 September 2023. The initial term for this Contract was from 30 May 2016 to 30 September 2019, the first extended term was from 1 October 2019 to 30 September 2021, the second extended term was from 1 October 2021 to 30 September 2022 and the third extended term is from 1 October 2022 to 30 September 2023.

N. Time-frame and Extensions:

(see clauses 2.1.1.c & 4.2.4)

1. All author or licensor attribution (see 4.2.4) details must be provided at the time of development.
2. The Services must be provided in accordance with the following table:

Financial Year	Item	Description	Date
2016-17	1	Annual Work Plan (2016-17)	Following execution of Contract
	2	Annual Budget (2016-17)	Following execution of Contract
	3	Progress Report (1 July to 31 December 2016)	31 January 2017
	4	Financial Variance Report (1 July to 31 December 2016)	31 January 2017
	5	Annual Work Plan (2017-18)	30 April 2017
	6	Annual Budget (2017-18)	30 April 2017
2017-18	7	Progress Report (1 January to 30 June 2017)	31 July 2017
	8	Financial Variance Report (1 January to 30 June 2017)	31 July 2017
	9	Annual Report (2016-17)	31 July 2017
	10	Audited Financial Acquittal (2016-17)	30 September 2017
	11	Progress Report (1 July to 31 December 2017)	31 January 2018

	12	Financial Variance Report (1 July to 31 December 2017)	31 January 2018
	13	Annual Work Plan 2018-19	30 April 2018
	14	Annual Budget (2018-19)	30 April 2018
	15	Progress Report (1 January to 30 June 2018)	31 July 2018
2018-19	16	Financial Variance Report (1 January to 30 June 2017)	31 July 2018
	17	Annual Report (2017-18)	31 July 2018
	18	Audited Financial Acquittal (2017-18)	30 September 2018
	19	Progress Report (1 July to 31 December 2018)	31 January 2019
	20	Financial Variance Report (1 July to 31 December 2018)	31 January 2019
	21	Annual Work Plan (2019-20)	30 April 2019
	22	Annual Budget (2019-20)	30 April 2019
2019-20	23	Progress Report (1 January to 30 June 2019)	31 July 2019
	24	Financial Variance Report (1 January to 30 June 2019)	31 July 2019
	25	Annual Report (2018-19)	31 July 2019
	26	Audited Financial Acquittal (2018-19)	30 September 2019
	27	Progress Report (1 July to 31 December 2019)	31 January 2020
	28	Financial Variance Report (1 July to 31 December 2019)	31 January 2020
	29	Annual Work Plan (2020-21)	30 April 2020
	30	Annual Budget (2020-21)	30 April 2020
2020-21	31	Progress Report (1 January to 30 June 2020) and updated (final) Annual Work Plan (2020-21) and (final) Annual Budget (2020-21) to address additional payment at item T.8 to support COVID-19 recovery.	31 July 2020

	32	Financial Variance Report (1 January to 30 June 2020)	31 July 2020
	33	Annual Report (2019-2020)	31 July 2020
	34	Audited Financial Acquittal (2019-20)	30 September 2020
	35	Progress Report (1 July to 31 December 2020)	31 January 2021
	36	Financial Variance Report (1 July to 31 December 2020)	31 January 2021
	37	Annual Work Plan (2021-22)	30 April 2021
	38	Annual Budget (2021-22)	30 April 2021
2021-22	39	Progress Report (1 January to 30 June 2021)	31 July 2021
	40	Financial Variance Report (1 January to 30 June 2021)	31 July 2021
	41	Annual Report (2020-2021)	31 July 2021
	42	Audited Financial Acquittal (2020-21)	30 September 2021
	43	Progress Report (1 July to 31 December 2021)	31 January 2022
	44	Financial Variance Report (1 July to 31 December 2021)	31 January 2022
2022-23	45	Annual Work Plan (2022 – 2032)	30 April 2022
	46	Annual Budget (2022 – 2023)	30 April 2022
	47	Progress Report (1 January to 30 June 2022)	31 July 2022
	48	Financial Variance Report (1 January – 30 June 2022)	31 July 2022
	49	Annual report (2021 – 2022)	31 July 2022
	50	Audited Financial Acquittal (2021 – 22)	30 September 2022

51	Progress Report (1 July 2022 – 31 December 2022)	31 January 2023
52	Financial Variance Report (1 July 2022 – 31 December 2022)	31 January 2023
53	Interim Progress Report (1 January – 31 March 2023) and transition out strategy, if applicable	30 April 2023
54	Final Progress Report (1 January – 30 June 2023)	31 July 2023
55	Annual Report (2022 – 23)	31 July 2023
56	Audited Financial Acquittal (2022 – 23)	31 August 2023

3. The Department may direct You in writing to provide additional reports or other material. You must comply with any such direction within the timeframe specified by the Department.

O. Invoicing and Payment

(see clauses 2.1.1.d & 3.1.1.c)

Invoices

1. Invoices must include the following information:
 - a. the words "tax invoice" stated prominently;
 - b. Your name and ABN;
 - c. Our name and address;
 - d. the date of issue of the tax invoice;
 - e. the title of this contract and the contract number or purchase order number (if any) or date of execution;
 - f. details of fees, allowances and costs including the items (ie. deliverables or milestones) to which they relate;
 - g. the total amount payable (including GST); and
 - h. the GST amount shown separately.
2. All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate Your entitlement to those allowances or costs.
3. An invoice is not correctly rendered where:

- a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
 - b. it relates to a payment in relation to which We have exercised Our rights under clause 3.2 of the contract.
4. All invoices must be addressed to the Project Officer.

P. Payment

- 1. Subject to delivery and acceptance by Us, of the Services or part of the Services to which the payment relates, You must issue a correctly rendered invoice must to Us. The date for payment is 30 calendar days following provision of a correctly rendered invoice to Us. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.
- 2. Payment will be effected by electronic funds transfer (EFT) to Your following
 Bank name: Commonwealth Bank
 BSB no: 065 000
 Account no: 00090184
- 3. We adhere to the Australian Government Supplier Pay On-Time or Pay Interest Policy (the "Policy").

Q. Project Officer

(see clause 2.2)

- 1. The Project Officer is the person for the time-being holding, occupying or performing the duties of Director – Inclusion Support Program, available via the address set out in item AA.5 of this Schedule 1.

R. Subcontractors

(see clause 2.3)

- 1. You may subcontract the performance of parts of the Services as follows:

Name	Subcontract ed services	Additional conditions
N/A		
N/A		

S. Specified Personnel

(see clause 2.4)

Not Applicable.

T. Fees

(see clause 3.1.1.a, 10.1.3.a, 10.1.4 & 10.1.5)

1. The total Fee payable for the Services is \$22,432,567 (GST Inclusive), payable by the instalments set out in the Table 1, Table 2, Table 3 and Table 4 below. This total Fee is comprised of a total of **s 47G** (GST Inclusive) for the initial term (30 May 2016 to 30 September 2019) [Table 1], a further **s 47G** (GST Inclusive) for the first extended term (1 October 2019 to 30 September 2021) [Table 2], a further **s 47G** (GST Inclusive) for the second extended term (1 October 2021 to 30 September 2022) [Table 3] and a further **s 47G** (GST Inclusive) for the third extended term (1 October 2022 to 30 September 2023).
2. The Fees include a total GST of \$2,243,256.70. This is comprised of **s 47G** GST for the initial term, **s 47G** GST for the first extended term **s 47G** for the second extended term and **s 47G** for the third extended term:

Table 1 – Fees in initial term (30 May 2016 to 30 September 2019)

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
20%	s 47G	Jul 2016	Delivery and acceptance of items 1 and 2 at N.2 of this Schedule 1.
15%		Feb 2017	Delivery and acceptance of items 3 and 4 as at N.2 of this Schedule 1.
17%		Aug 2017	Delivery and acceptance of Items 5, 6, 7, 8 and 9 as at N.2 of this Schedule 1.
16%		Feb 2018	Delivery and acceptance of items 10, 11 and 12 as at N.2 of this Schedule 1.
12%		Aug 2018	Delivery and acceptance of items 13, 14, 15, 16 and 17 as at N.2 of this Schedule 1.
10%		Feb 2019	Delivery and acceptance of items 18, 19 and 20 as at N.2 of this Schedule 1.
10%		May 2019	Delivery and acceptance of items 21 and 22 as at N.2 of this Schedule 1.

Table 2 – Fees in first extended term (1 October 2019 to 30 September 2021):

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
16.7%	s 47G	Aug 2019	Delivery and acceptance of items 21, 22, 23, 24 and 25 as at N.2 of this Schedule 1.
16.7%		Feb 2020	Delivery and acceptance of items 26, 27 and 28 as at N.2 of this Schedule 1.
16.7%		May 2020	Delivery and acceptance of items 29 and 30 as at N.2 of this Schedule 1.
16.7%		Aug 2020	Delivery and acceptance of items 31, 32 and 33 as at N.2 of this Schedule 1.
16.7%		Feb 2021	Delivery and acceptance of items 34, 35 and 36 as at N.2 of this Schedule 1.
16.7%		May 2021	Delivery and acceptance of item 37 and 38 as at N.2 of this Schedule 1.

Table 3 – Annual Fees in second extended term (1 October 2021 to 30 September 2022):

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
40%	s 47G	Aug 2021	Delivery and acceptance of items 39, 40 and 41 as at N.2 of this Schedule 1.
40%		Feb 2022	Delivery and acceptance of items 42, 43 and 44 as at N.2 of this Schedule 1.
15%		May 2022	Delivery and acceptance of item 45 and 46 as at N.2 of this Schedule 1.

Table 4 – Annual fees in the third extended term (1 October 2022 – 30 September 2023):

Amount	Payment upon acceptance of milestone (\$)	Payment due	Milestone (Item ref at N.2)
40%	s 47G	Aug 2022	Delivery and acceptance of items 47, 48 and 49 as at N.2 of this Schedule 1.
40%		Feb 2023	Delivery and acceptance of items 50, 51 and 52 as at N.2 of this Schedule 1.
15%		May 2023	Delivery and acceptance of item 53 as at N.2 of Schedule 1.
5%		Aug 2023	Completion payment including delivery and acceptance of items 54, 55 and 56 as at N.2 of this Schedule 1.

Specialist Equipment Funding

3. We will also pay You up to \$292,077 (inclusive of GST) over the Contract period for acquiring and maintaining Specialist Equipment, and for the provision, handling, delivery and storage of Specialist Equipment (item H refers). This amount is comprised of \$120,457 paid during the initial term and \$16,060 payable in the first extended term, \$8,030 payable in the second extended term and \$8,030 payable in the third extended term.
4. We will pay You \$96,366 (inclusive of GST) for the provision of items for the Specialist Equipment Library in July 2016.
5. For the financial year 2019-20, We agree to the request for a one off payment of \$139,500 (inclusive of GST) to facilitate a recapitalisation of the Specialist Equipment Library, which was paid to You upon execution of Deed of Variation No.2.
6. As part of the following subsequent Financial Acquittal Report, You will provide evidence of acquittal of the funds for the use of the Specialist Equipment Library.
7. Funding for Specialist Equipment in 2017–18, 2018–19, 2019-20, 2020-21, 2021-22 and 2022-23 will be offered by Us after the review of acceptance of all contractors' Financial Acquittal reports, Progress Reports and Financial Variance Reports for the previous financial year.

Additional payment in 2019-2020 to support COVID-19 recovery

Table 5 –Additional payment to support COVID-19 recovery

Amount	Payment upon acceptance of milestone	Payment due	Milestone
s 47G	\$315,647	June 2020	On execution of Deed of Variation No. 2

8. We will pay you \$315,647 (GST Inclusive) in June 2020. This funding is being provided in anticipation of increased demand for the Services as a result of the COVID-19 pandemic. This funding must be used to assist eligible ECEC services with recovery from the effects of the COVID-19 pandemic, with the particular focus of assisting with the anticipated increased numbers of eligible ECEC services seeking inclusion support, particularly for children with additional needs presenting with trauma-related behaviours or mental health conditions following the COVID-19 pandemic.
9. You must provide an updated Annual Work Plan (2020-21) and updated Annual Budget (2020-21) to address how this additional payment will be utilised to support COVID-19 recovery. This funding must be expended in accordance with the updated Annual Work Plan (2020-21) and updated Annual Budget (2020-21) as accepted by Us.

U. Allowances and Costs

(see clauses 3.1.1.b & 10.1.3.c)

Not applicable.

V. Facilities and Assistance

(see clauses 3.1.1.d & 10.1.3.d)

Not applicable.

W. Commonwealth Material

(see clause 4.1)

Not applicable.

X. Existing Material

(see clause 4.2.2)

Not applicable.

Y. Moral Rights

(see clause 4.3)

Permitted Acts

1. In addition to those set out in clause 4.3.1, the following are 'Permitted Acts' for the purposes of clause 4.3.1.d:
 - a. use of the Contract Material for advertising, merchandising or promotional purposes of any kind;
 - b. incorporating the Contract Material into a website or as part of a multi-media training Program;
 - c. synchronising the proposed sound recording as part of the soundtrack of a film; or
 - d. removal and/or relocation of the proposed sculpture to an alternative location, including disassembly as necessary for that purpose.

Z. Privacy Conditions, Restrictions or Guidelines

(see clause 6.2.1.b)

1. In this item Z:

Eligible Data Breach has the same meaning as defined in the Privacy Act.

Personal Information has the same meaning as it has in section 6 of the Privacy Act;

Information Commissioner has the same meaning as it has in section 3A of the *Australian*

Information Commissioner Act 2010.

Records has the same meaning as it has in section 6 of the Privacy Act.

2. In relation to Personal Information received, created or held by You for the purposes of this Contract, You agree:
 - e. not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Project Officer;
 - f. to co-operate with reasonable demands or inquiries made by the Information Commissioner or the Project Officer in relation to the management of Personal Information;
 - g. to ensure that any person who You allow to access Personal Information is

made aware of, and undertakes in writing, to observe the Australian Privacy Principles as if they were Us;

- h. to comply with policy guidelines laid down by Us or issued by the Information Commissioner from time to time relating to the handling of Personal Information;
 - i. if requested by Us, at the end of this contract, to return all Records containing Personal Information to the Project Officer, or de-identify, delete or destroy those Records in the presence of a person authorised by the Project Officer or as otherwise instructed by the Project Officer; and
 - j. to Your name being published in reports by the Information Commissioner.
3. You must immediately notify the Project Officer if You become aware:
- a. of a breach of Your obligations under clause 6;
 - b. that a disclosure of Personal Information may be required by law; or
 - c. of an approach to You by the Information Commissioner or by a person claiming that their privacy has been interfered with.

Note: more information about the Privacy Act and the Australian Privacy Principles is available at www.oaic.gov.au

Notifiable Data Breach

4. If You become aware that, or there are reasonable grounds to suspect that, there may have been an Eligible Data Breach in relation to any Personal Information held by You as a result of this contract or its provision of the Services, You must:
- a. notify Us in writing as soon as possible and no later than 3 Business Days of becoming aware;
 - b. unless otherwise directed by Us, carry out an assessment in accordance with the requirements of the Privacy Act in relation to an Eligible Data Breach;
 - c. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - d. unless otherwise directed by Us, take all other action necessary to comply with the requirements of the Privacy Act in relation to an Eligible Data Breach; and
 - e. take any other action as reasonably directed by Us.

AA. Confidential Information

(see clause 5.2.1)

Your Confidential Information

1. Information contained in contract:

Item	Period of Confidentiality

2. Information obtained or generated in performing contract:

Item	Period of Confidentiality

Our Confidential Information

3. Information contained in contract:

Item	Period of Confidentiality

4. Information obtained or generated in performing contract:

Item	Period of Confidentiality

5. Our Address for Notices

(see clause 11.1.1.a)

Physical address	50 Marcus Clarke Street Canberra ACT 2601
-------------------------	--

Postal address	Director – Inclusion Support Program Department of Education, Skills and Employment GPO Box 9880 Canberra ACT 2601
Email	InclusionSupportProgram@dese.gov.au

6. Your Address for Notices

(see clause 11.1.2.b)

Physical address	43 Dew Street Thebarton SA 5031
Postal address	43 Dew Street Thebarton SA 5031
Email	s 47F

BB. Insurance

(see clause 13.4)

1. Required insurance.
2. You must maintain:
 - a. workers' compensation as required by law;
 - b. public liability insurance to a value of \$10 million (ten million dollars) or more per claim.

CC. Compliance with Laws and Policies

(see clause 13.12.1)

Compliance with Laws

1. You acknowledge that:
 - a. when dealing with Your employees, You must comply with the *Fair Work Act 2009* and related legislation, and obligations under relevant work health and safety laws;
 - b. Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
 - c. giving false or misleading information is a serious offence under the *Criminal*

Code;

- d. the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 122.4 of the Criminal Code, punishment for which may be a maximum of two years imprisonment;
- e. in respect of data, including personal information, held in connection with this contract, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this contract is an offence under Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
- f. You are aware of the provisions in Division 122, Part 5.6 of the Criminal Code, in particular section 122.4A relating to official secrets; and
- g. You may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983*, the *Disability Discrimination Act 1992* and, where applicable to the Services, the *Disability Standards for Education 2005*.

Compliance with policies

2. You must:
 - a. when using Our premises or facilities (including information systems), comply with Our directions and procedures relating to environmental management, work health, safety and security (which you acknowledge may change during the term of this contract);
 - b. ensure that any person who will have access to information protected under Division 122 of the Criminal Code sign an acknowledgment that he or she is aware of the provisions of that section; and
 - c. comply with Our Code of Conduct in Contracting. A copy of Our Code of Conduct in Contracting is available at www.dese.gov.au

DD. Workplace Gender Equality Act 2012 (Cth)

In this item DD:

Letter of Compliance refers to a letter issued by the Workplace Gender Equality Agency which indicates compliance by a Relevant Employer with the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act);

Relevant Employer has the same meaning as it has in the WGE Act;

1. This item applies only to the extent that You are a Relevant Employer.
2. You must comply with Your obligations, if any, under the WGE Act.

3. If You become non-compliant with the WGE Act during the term of this contract, You must notify Us in accordance with clause 11.
4. If the term of this contract exceeds 18 months, You must provide a current Letter of Compliance within 18 months from the Date of this Contract and following this, annually, to Us.
5. Compliance with the WGE Act does not relieve You from Your responsibility to comply with Your other obligations under this contract.

EE. Building Code and Occupational Health and Safety Accreditation Scheme

Not Applicable

FF. Working with Children Requirements

1. In this clause:

Child means an individual(s) under the age of 18 years and Children has a similar meaning;

Child-Related Personnel means officers, employees, contractors, agents and volunteers of Yours involved with the Services who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, which were endorsed by the Council of Australian Governments in February 2019 (available at: <https://www.humanrights.gov.au/national-principles-child-safe-organisations> or as otherwise published by the Australian Government);

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

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.

2. You must:

- a. 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
- b. ensure that Working With Children Checks obtained in accordance with this subitem FF(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.

3. You agree in relation to the Services to:

- a. implement the National Principles for Child Safe Organisations;

- b. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
 - c. 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;
 - d. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this subitem FF(3);
 - e. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - i. the National Principles for Child Safe Organisations;
 - ii. Your risk management strategy required by this item;
 - iii. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
 - iv. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
 - f. provide the Commonwealth with an annual statement of compliance with subitems FF(2) and FF(3), in such form as may be specified by the Commonwealth.
4. With reasonable notice provided to You, We may conduct a review of Your compliance with this item FF.
 5. You agree to:
 - a. notify Us of any failure to comply with this item FF;
 - b. co-operate with Us in any review conducted by Us of Your implementation of the National Principles for Child Safe Organisations or compliance with this item FF; and
 - c. promptly, and at Your cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this item FF.
 6. You must ensure that any subcontract You enter into in relation to this contract includes the requirements set out in paragraphs 2, 3, 4 and 5 of this item FF.
 7. If You do not comply with this item FF, then We may immediately terminate this contract under clause 10.2.

GG. Statement of Values and Code of Conduct

Service delivery values

1. You must, when carrying out the Services:
 - a. behave: with the highest ethical standards; fairly, effectively, impartially and courteously to the Australian public; and with sensitivity to the diversity of

- the Australian public; and
 - b. comply with the APS Code of Conduct set out in section 13 of the Public Service Act 1999.
2. A breach of paragraph 1 of item GG of this Schedule 1 occurs, but is not limited to, when You:
- a. fail to deliver Services in the manner specified in the APS Code of Conduct; or
 - b. are the subject of a serious complaint, or a series of similar complaints in relation to APS Code of Conduct, which You have not:
 - i. actively taken steps to resolve in accordance with paragraph 4 of item GG of this Schedule 1; or
 - ii. where relevant, actively taken steps to ensure that the complaint does not re-occur.
3. A breach of the APS Code of Conduct constitutes a breach of Your obligations under the contract.

Customer feedback and complaints process

4. You must establish a Service feedback and complaints process to deal with feedback and complaints from service recipients about Your delivery of the Services.
5. Your Service feedback and complaints process must:
- a. be consistent with this contract, the APS Values and Code of Conduct, and any relevant industry statement of values and code of conduct specified in paragraph a.ii.B. of item GG of this Schedule 1;
 - b. clearly indicate that service recipients may also complain directly to Us using Our customer service line;
 - c. be underpinned by principles of fairness, accessibility, responsiveness, efficiency and integration;
 - d. be developed and implemented, as far as possible, based on the Commonwealth Ombudsman's Better Practice Guide to Complaint Handling.
6. Upon request, You must give Us details of the process You have established to manage Service feedback and complaints.
7. You must publicise to Your service recipients the existence and details of the Service feedback and complaints process.
8. If a service recipient is dissatisfied with the results of the Service feedback and complaints process, You must refer the service recipient to Our customer service line for further investigation of the matter.
9. You must keep a Service feedback and complaints register which includes, but is not limited to, details about:
- a. all Service feedback and complaints received directly by You, and the

outcome of any investigation where relevant;

- b. all Service feedback and complaints referred to You by, or through, Us; and
- c. complaints, including details of: the service recipient, personnel involved in the issue the subject of the complaint, circumstances giving rise to the complaint, the investigation and any follow-up action.

HH. Fraud Control Plan

Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

1. You acknowledge that fraud is a serious offence.
2. Within one month of the Effective Date, You must prepare a Fraud Control Plan that is consistent with the Commonwealth Fraud Control Framework 2017 (**Fraud Control Plan**) and provide a copy of the Fraud Control Plan to the Customer.
3. You must review and update the Fraud Control Plan at least every six months over the term of the contract, or whenever there is a significant change in Your structure or activities. You must provide the Customer with details of any review and a copy of any update to the Fraud Control Plan
4. You must:
 - i. take all reasonable steps to prevent fraud in relation to the performance of this contract; and
 - ii. Ensure its Personnel and subcontractors do not engage in any Fraud in relation to this contract.
5. If You become aware of:
 - i. any Fraud or suspected Fraud in relation to this contract; or
 - ii. any Fraud or suspected Fraud not related to this contract but which has had or may have an effect on the performance of this contract, then You must:
 - iii. within 5 Business Days, report the matter to Us, Our Fraud investigation team (fraud@dese.gov.au), and all appropriate law enforcement and regulatory agencies; and
 - iv. if directed by Us and at Your own cost, investigate the Fraud or suspected Fraud in accordance with any directions or standards required by Us.
6. You acknowledge that the occurrence of Fraud will constitute a breach of this contract.
7. If an investigation We find that You or Your Personnel or subcontractors have committed Fraud, or the You have failed to take reasonable steps to prevent Fraud by Your Personnel or subcontractors, You must reimburse or compensate Us in full.

8. We may, at its absolute discretion, investigate any Fraud in relation to this contract. You agree to co-operate and provide all reasonable assistance at Your own cost with any such investigation.

II. Web Accessibility

1. All websites created, updated or modified by you for the purposes of this Contract must comply with The Commonwealth Digital Transformation Office, Mandatory Requirements identified in the Web Guide (www.webguide.gov.au).



DEED OF VARIATION NO. 4 TO CONTRACT IN RELATION TO INCLUSION AGENCY SERVICES

Under The Inclusion Support Program

Commonwealth of Australia represented by the
Department of Education
ABN 12 862 898 150

The Lady Gowrie Child Centre, Incorporated
Adelaide
ABN 85 215 237 980

DEED OF VARIATION

Date

This Deed is made on ~~24 January~~ 2023.

Parties

FEBRUARY

This Deed is made between and binds the following parties:

1. **Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our')** represented by and acting through the Department of Education ABN 12 862 898 150 (**'the Department'**)
2. **The Lady Gowrie Child Centre, Incorporated Adelaide ABN 85 215 237 980 ('You', or 'Your')**

Context

- A. The parties entered into a contract dated 30 May 2016 for the provision of Services in relation to the Inclusion Agency Services under the Inclusion Support Program (**'Principal Contract'**).
- B. The Principal Contract was amended on 19 March 2019 by Deed of Variation No. 1. Pursuant to this variation, in addition to some variations to the terms and conditions, the Principal Contract was extended for an extended term of two (2) years to 30 September 2021.
- C. The Principal Contract was amended on 30 June 2020 by Deed of Variation No. 2. Pursuant to this variation, in addition to some variations to the terms and conditions, the Principal Contract was extended for a second extended term of one (1) year to 30 September 2022.
- D. The Principal Contract was amended on 21 March 2022 by Deed of Variation No. 3. Pursuant to this variation, in addition to some variations to the terms and conditions, the Principal Contract was extended for a third term of one (1) year to 30 September 2023.
- E. The parties now wish to amend the Principal Contract to vary some of the terms and conditions and to extend the term of the Principal Contract from 30 September 2023 to 30 September 2025.
- F. The Principal Contract requires that a variation be in writing and signed by both parties.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Contract.

2. Construction of this 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 the Deed remains in force.
- 2.3. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

3. Commencement

- 3.1. This Deed commences on the date the last party to sign this Deed does so ('Effective Date').
- 3.2. In accordance with clause 13.8 of the Principal Contract, on and from the Effective Date, the Principal Contract is varied by consent of the parties on the terms and conditions contained in clause 4 of this Deed.

4. Terms and conditions of variation

The Principal Contract is amended as follows:

- 4.1. Delete Schedule 1 (Contract Details) in its entirety and replace with Schedule 1 (Contract Details) as set out in Annexure A to this Deed.

5. Further acts

- 5.1. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

- 6.1. Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

- 7.1. This Deed is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

8. Counterparts

- 8.1. This Deed may be executed in counterparts, however officers for each Party must physically sign the same counterpart for that Party. There may only be one counterpart document for each Party, including electronic versions.

Signatures

EXECUTED by the Parties as a Deed.

SIGNED SEALED AND DELIVERED

~~for and on behalf of the~~
Commonwealth of Australia as represented by the Department of Education by:

s 22

s 22

Name of signatory

Signature

s 22

Position

In the presence of:

s 22

s 22

Name of witness

Signature of witness

SIGNED SEALED AND DELIVERED
for and on behalf of The Lady Gowrie
Child Centre, Incorporated Adelaide
(ABN 85 215 237 980) by its duly
authorised representative:

s 47F

s 47F

Name & position of signatory

Signature

In the presence of:

s 47F

s 47F

Name of witness

Signature of witness

Annexure A to the Deed of Variation No. 4

SCHEDULE 1. CONTRACT DETAILS

A. Background

1. Structure of the Department of Education (the Department)

- a. The Department is the lead Australian Government agency providing national leadership in education,.
- b. The Department works in collaboration with the States and Territories and has offices and agencies throughout Australia and overseas allowing an active, national and client-focused approach.
- c. The Department is responsible for national policies and programs that help Australians access quality and affordable early learning and child care, school education, higher education, international education and research.

2. Children with additional needs in early childhood education and child care

- a. Early childhood education and care (ECEC) plays a pivotal role in the development of Australian children, their preparation for school and in enabling parents to participate in the workforce. Australian and international evidence shows that participation in high quality ECEC can be effective in improving life outcomes for children through enhanced cognitive, language and social development. These benefits accrue, not just to the child but to society as a whole, through enhanced human capital and productivity and reduced public expenditure on health, welfare and crime over the life course.
- b. Children with additional needs, in particular children with disability and children from culturally and linguistically diverse backgrounds, face unique barriers and servicing requirements compared to same age typically developing children, which leads to their participation in ECEC services to be lower than their representation in the population.
- c. While there is no national definition of 'additional needs', there are children who may need or require specific considerations or adaptations to participate fully in ECEC services (although not all children with additional needs will require support). Additional needs may arise for children who:
 - have a disability or developmental delay;
 - are presenting with challenging behaviours;
 - have a serious medical or health condition including mental health;
 - are presenting with trauma-related behaviours.

Meeting the needs and requirements of:

- Aboriginal and Torres Strait Islander children
- children from culturally and linguistically diverse backgrounds
- children from refugee or humanitarian backgrounds

may also require specific considerations, such as cultural support, to ensure these children are able to participate fully in ECEC services and experience positive outcomes.

- d. While some ECEC services have existing capacity and capability to include children with additional needs, others require extra support to do so. This may include educational and programming advice, access to an additional educator, access to bicultural support services such as an interpreter or translator and access to specialised equipment.
-

B. The Inclusion Support Program

1. The Inclusion Support Program (ISP), announced by the Australian Government as part of the Child Care Safety Net in the 2015-16 Budget, aims to increase access and participation in child care for children with additional needs. The ISP supports ECEC services to build their capacity and capability to provide and embed inclusive practice, thereby providing children with additional needs with an opportunity to learn and develop alongside their same age typically developing peers.
2. The Program has dual objectives to:
 - support mainstream ECEC services to improve their capacity and capability to provide quality inclusive practices, address participation barriers and include children with additional needs alongside their same age typically developing peers, and
 - provide parents and carers of children with additional needs with access to appropriate ECEC services that assist those parents and carers to participate in the workforce.
3. The Program commenced on 1 July 2016 and operated for an initial period until 30 June 2019, which has been extended for a further two (2) years to 30 June 2021; a further one (1) year to 30 June 2022; a further one (1) year to 30 June 2023 and a further two (2) years to 30 June 2025 (Project Period). The Program replaced the Inclusion and Professional Support Program (IPSP), which ceased on 30 June 2016.

C. ISP Guidelines

1. The ISP Guidelines are available on the Department's website (www.education.gov.au). The ISP Guidelines provide comprehensive information about the Program including:
 - a. Program objectives;
 - b. types of support available;
 - c. eligibility requirements; and
 - d. how to access support.
2. You must ensure service delivery is in accordance with these ISP Guidelines as amended from time to time.
3. The Department reserves the right to amend the ISP Guidelines to reflect Australian Government priorities and any such amendments will be published on the Department's website (www.education.gov.au). The Department will advise You of updates.
4. The Program consists of three key elements:
 - a. Inclusion Agencies (IAs) - an IA will be engaged to assist eligible ECEC services operating

within a particular jurisdiction to build their capacity and capability to provide and embed inclusive practice, and address barriers to inclusion experienced by children with additional needs in their delivery of ECEC programs. Section 2 of the ISP Guidelines outlines the role of IAs and how eligible ECEC services can access IA non-financial support.

- b. **Inclusion Development Fund (IDF)** - the IDF provides funding to assist eligible ECEC services to address a barrier to inclusion that cannot be addressed by the support provided by an IA. The ISP Guidelines outline the details and application requirements for the four streams of the IDF.
 - c. **Inclusion Development Fund Manager (IDFM)** - a single national IDFM will provide nationally consistent and equitable management of the IDF through assessing applications for funding and communicating outcomes to applicants. Section 2.2 of the ISP Guidelines outlines the role of the IDF Manager.
5. The Program's Guiding Principles (reference in Section 1.5 of the ISP Guidelines) and Approaches to Best Practice¹ are:
- a. ***Promoting access*** - The most fundamental element of inclusion is enabling children with additional needs to access a wide range of environments and experiences. This requires removing physical or structural barriers and providing multiple ways to promote learning and development.
 - b. ***Assistive technology*** - Assistive technology involves interventions that use a range of strategies to promote a child's access to learning opportunities. Strategies range from making simple changes to the environment and materials to helping children use specialist equipment. Combining assistive technologies with effective teaching promotes the child's participation in learning and relating to others.
 - c. ***Promoting participation*** - Attending an early childhood education and care program does not guarantee participation. Without purposeful adaptations and strategies, children with additional needs may not be included in activities to the same level as their same age typically developing peers. Ensuring participation involves using a range of approaches to promote engagement and a sense of belonging for each child.
 - d. ***Building functional skills*** - To participate meaningfully in everyday activities, children with additional needs require functional skills such as communication, mobility, social skills and self-management. A functional approach to intervention aims to enable a child to accomplish particular tasks, rather than to promote change in an impairment or developmental sequence, or change the way in which a task is accomplished to make it more 'normal'.
 - e. ***Environmental adaptations*** - A key approach to promoting inclusion for children with additional needs is to modify the environment, rather than try to modify the child. That is, teaching the child skills to manage the environment as it currently exists, even when that environment is designed for children without additional needs. Environmental modifications can take many forms, including physical modifications of buildings, the use of technological aids, and changes in routines.

The social environment can also be modified to create more accepting and inclusive social interactions.

¹ *Strengthening Inclusive Practices in Early Childhood Intervention Services: Best Practice Guide*, Centre for Community Child Health, Murdoch Children's Research Institute, The Royal Children's Hospital, Melbourne, 2013.

f. **Promoting engaging and responsive service delivery** - Relationships are just as important for the parents of children with additional needs as they are for children. The effectiveness of early childhood and child care services therefore depends as much on the manner in which services are delivered as it does on what is being delivered. As such, a fundamental skill of early childhood and child care professionals is the ability to build positive relationships with families.

g. **Consultations, coaching and collaboration skills** - In addition to core relationship building skills, early childhood and child care professionals require skills in communication and knowledge transfer, to help others understand the importance of and benefits of inclusion to all children and families.

6. While the IDFM is responsible for approving or declining applications for funding, payment is made directly to the eligible ECEC service by the Department and occurs retrospectively following a claims process.

D. Jurisdiction for Provision of Services

(see clause 2.1.1.a)

1. You have responsibility for delivering Inclusion Agency Services within Your jurisdiction, being South Australia.

E. Service Delivery

1. You must work with eligible ECEC services within Your jurisdiction to assess and build their capacity and capability to provide and embed inclusive practice and provide solutions to barriers to inclusion.
2. You must tailor support to the individual needs of each eligible ECEC service.
3. You must ensure delivery of appropriate and equitable service coverage to all eligible ECEC services in major cities, inner regional, outer regional, remote and very remote regions in accordance with Your Annual Work Plans as approved by the Department.
4. This support must be appropriate and tailored to reflect the demographics and needs of the services and children in the jurisdiction including awareness and identification of emerging trends.
5. You must ensure Your reporting meets the reporting requirements and timeframes of sections L and N of this Schedule 1.

F. IS Portal/Information Technology

1. You must maintain information technology capability, support and infrastructure to meet program requirements, in collaboration with the IDFM and Us.
2. You must assist all eligible ECEC services receiving support from the Program to use the Inclusion Support Portal (IS Portal) unless clause 3 applies
3. Where services do not have access to appropriate technology resources, a Strategic Inclusion Plan (SIP) and application for funding for all streams of the IDF can be completed offline by the service with your assistance.
4. You must use the IS Portal for Your administration of the Program, including, but not limited to:

- a. creating a SIP for each eligible ECEC services requiring support from the Program and generating the Letter of Introduction to the service;
 - b. reviewing eligible ECEC services' SIPs; and
 - c. reviewing and providing an endorsement outcome on applications for funding under the IDF in accordance with ISP Guidelines.
5. You must support eligible ECEC services to access and use the IS Portal, including, but not limited to:
- a. facilitating access to the IS Portal for authorised or key personnel in the service within 3 business days of a request being received;
 - b. creating the SIP and assisting eligible ECEC services to complete a SIP;
 - c. completing applications for funding from all streams of the IDF;
 - d. providing assistance to services who require changes to their approved funding, for example change of circumstances or where funding is no longer required;
 - e. completing the online declaration of funding for IDF Innovative Solutions; and
 - f. completing an annual review of the SIP and recording progress notes.
6. You must log, track and report significant or reoccurring Performance Issues of the IS Portal to the Department's IS Portal Helpdesk.
7. You must support ECEC services to understand processes and requirements of the Program in the IS Portal.
8. You must ensure service delivery is in accordance with the ISP User Guide. The ISP User Guide will be available on the Department's website (www.education.gov.au). The ISP User Guide provides comprehensive information about the use and administration of the IS Portal.
9. The Department reserves the right to amend the ISP User Guide to reflect Australian Government priorities and/or technical changes. Any such amendments will be advised on the Department's website (www.education.gov.au). This includes, but is not limited to, amendments to the ISP User Guide to make provision for new IT requirements that may occur over the term of the Project.

G. Strategic Inclusion Plans

1. You must support eligible ECEC services within Your jurisdiction to complete a Strategic Inclusion Plan (SIP). A SIP is a self-guided inclusion assessment and planning tool for eligible ECEC services that includes short and longer term strategies for improving and embedding inclusive practice. A SIP is developed through the web based IS Portal. A SIP must identify:
- a. the barriers that impact the eligible ECEC service's capacity to include children with additional needs;
 - b. the proposed strategies to address barriers to inclusion. These may include (but are not limited to):
 - i. changes to educators practices, planning, policy, physical environment and experiences to increase the participation of children with additional needs and

embed inclusive practice in the care environment

- ii. specialised inclusion training, mentoring or coaching, or specific inclusion resources required by educators
- iii. developing policies and practices the service may use to support future inclusion

- iv. identifying resources and support services available in the local community to assist with the inclusion of children with additional needs
- v. developing a project to support the inclusion of a child (or children) and build educator skills, knowledge and confidence
- vi. accessing an Additional Educator to increase educator to child ratios above the minimum requirements mandated in the National Regulations (or relevant state or territory legislation).

c. the need for specialist equipment that may assist with addressing barriers to inclusion.

2. You must increase the uptake of SIPs by Family Day Care (FDC) educators within your jurisdiction by a minimum of 10 percent per annum over the period 2019-20 to 2020-23, and a minimum of 2 percent per annum over the period 2023-24 to 2024-25, with a particular focus on those FDC educators that have not previously engaged with the Program.

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Uptake of SIPs by FDC educators	Reference point is total number of SIPs completed by FDC educators as at 30 June 2019	Reference point is total number of SIPs completed by FDC educators as at 30 June 2020	Reference point is total number of SIPs completed by FDC educators as at 30 June 2021	Reference point is total number of SIPs completed by FDC educators as at 30 June 2022	Reference point is total number of SIPs completed by FDC educators as at 30 June 2023	Reference point is total number of SIPs completed by FDC educators as at 30 June 2024

3. You must increase the uptake of SIPs by Centre Based Day Care (CBDC) services within your jurisdiction by a minimum of 10 percent per annum over the period 2019-20 to 2020-23, and a minimum of 2 percent per annum over the period 2023-24 to 2024-25, with a particular focus on those CBDC services that have not previously engaged with the Program.

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Uptake of SIPs by CBDC services	Reference point is total number of SIPs completed in CBDC services as at 30 June 2019	Reference point is total number of SIPs completed in CBDC services as at 30 June 2020	Reference point is total number of SIPs completed in CBDC services as at 30 June 2021	Reference point is total number of SIPs completed in CBDC services as at 30 June 2022	Reference point is total number of SIPs completed in CBDC services as at 30 June 2023	Reference point is total number of SIPs completed in CBDC services as at 30 June 2024

4. The ISP Guidelines provide additional information about SIPs.

H. Specialist Equipment Library

1. You must manage a Specialist Equipment Library (SEL) in Your jurisdiction in accordance with the provisions within this Contract, Your Annual Work Plan and the ISP Guidelines.
2. You must allow eligible ECEC services to borrow items of specialist equipment that facilitate and support the inclusion of a child or children with additional needs - as identified through the development of a SIP, or as considered appropriate and recommended by a relevant professional.
3. You must manage any transitional issues resulting from the Specialist Equipment arrangements of the IPSP, this includes but may not be limited to ensuring eligible ECEC services in receipt of Specialist Equipment under the IPSP have entered into a new contractual arrangement under the Program.
4. You must assess and action requests from eligible ECEC services for Specialist Equipment within 5 Business Days after a request is received. This includes notifying the applicant of any delays or issues in the provision or availability of the equipment.
5. You must use the agreed Loan Agreement form to be signed by eligible ECEC services, prior to accessing equipment, which sets out the terms and conditions associated with borrowing equipment from the SEL.
6. You must ensure eligible ECEC services have access to the loan of Specialist Equipment that is suitable for purpose, property registered and licenced where required and in good working order throughout the life of this Contract.
7. You must provide clear communication and policies to eligible ECEC services regarding the logistics of equipment, including loan timeframes.
8. You must maintain and publish an online and up to date catalogue of available Specialist Equipment.
9. You must make this catalogue available to Us upon request. We may require further information regarding the catalogue for the purposes of reporting.
10. You must acquire new equipment in line with the provisions outlined in clause T of this Schedule 1.

11. We do not own Specialist Equipment acquired by You with the funding provided under this Contract.
12. Notwithstanding whether You own Specialist Equipment, at the end of the Project Period or on earlier termination of this Contract, if You are not the Next Service Provider in Your jurisdiction, You must:

- a. transfer or otherwise deal with the Specialist Equipment in accordance with any written direction We give You; or
- b. otherwise - transfer all Specialist Equipment to the Next Service Provider in your jurisdiction.

13. Your total indicative allocation for Specialist Equipment over the Contract period (initial term, first extended term, second extended term, third extended term and fourth extended term) is **\$408,137** (inclusive of GST). Most of this funding was allocated for the first year of the Program to allow for any necessary refresh of equipment (see item T.4 of this Schedule 1) and a top up payment in 2019-20 to allow a refresh of the Specialist Equipment Library. An additional top up payment in 2022-23 will allow an upgrade and expansion of the Specialist Equipment Library. The following table outlines Your current notional allocation for the SEL.

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Specialist Equipment (\$ (GST Inclusive)	\$96,366	\$16,061	\$8,030	\$147,530	\$8,030	\$8,030	\$108,030	\$8,030	\$8,030

- a. For the financial year 2019-20, the amount is inclusive of our agreement to the request for a one off payment of **\$139,500** (inclusive of GST) to facilitate a recapitalisation of the Specialist Equipment Library, which was paid to You upon execution of Deed of Variation No.2.
- b. For the financial year 2022-23, the amount is inclusive of our agreement to the request for a one off payment of **\$100,000** (inclusive of GST) to upgrade and expand Your Specialist Equipment Library, which will be paid to You upon execution of Deed of Variation No.4.

I. Inclusion Development Fund (IDF)

1. You must assist eligible ECEC services to access the IDF where it is identified in their SIP as an appropriate strategy to address an inclusion barrier. This includes:
 - a. assisting eligible ECEC services to prepare and submit applications for funding and advising them of the required supporting documentation;
 - b. assisting eligible ECEC services to access to the IS Portal, the online system that manages the application and approvals of all applications to the IDF;
 - c. assisting eligible ECEC services to consider flexible and innovative solutions to inclusion barriers, which may include short term strategies to assist with enrolling

and/or settling a child or longer term strategies including building resilience and addressing trauma or mental health issues (experienced from the impact of COVID-19 or natural disasters).

- d. assisting eligible ECEC services to identify potential providers for bicultural support, trauma or mental health and other services available under the Innovative Solutions Support stream of the IDF;
- e. reviewing applications for funding in a timely manner, and endorsing the application where appropriate; and
- f. identifying applications as requiring urgent or routine assessment from the IDFM.

J. Outreach and Community Engagement

1. You must establish and maintain a presence within Your jurisdiction by taking a proactive approach to communication and outreach activities with eligible ECEC services and other relevant stakeholders. This may involve:
 - a. promoting the services available from IAs to eligible ECEC services and circulating information on how eligible ECEC services can access support, including appropriate contact details to eligible ECEC services and stakeholders within Your jurisdiction;
 - b. raising the importance of (COVID-19) and flood recovery initiatives to respond to identified needs. For example, increased initiatives to focus on support for families and educators who have been negatively impacted by COVID-19 or flooding; building community resilience; supporting educators and families to build skills to support their children emotionally.
 - c. developing and implementing clear communication and feedback mechanisms with stakeholders in Your jurisdiction; and
 - d. assisting eligible ECEC services to work in partnership with families and local support networks including relevant community groups, services and organisations to support and encourage the inclusion of children with additional needs within the ECEC service.
2. You will work with eligible ECEC services to develop a community outreach strategy when completing their SIP. This includes providing advice to eligible ECEC services for engaging families not currently accessing the early learning and child care system and encouraging them to access eligible ECEC services.
3. You will also be required to establish effective and collaborative partnerships with other relevant stakeholders to share knowledge and resources and encourage better service integration and collaboration. Stakeholders may include:
 - a. National Disability Insurance Scheme (NDIS) Early Childhood Partners;
 - b. Settlement Service Providers;
 - c. Adult Migrant English Program Providers;
 - d. Migrant Resource Centres;
 - e. Employment Service Providers; and

f. Indigenous organisations.

4. To increase engagement in the Program by Family Day Care (FDC) educators, you must make contact at least twice per annum with each FDC service within your jurisdiction. Contact includes a phone call, face-to-face meeting or written correspondence.
5. ~~To increase engagement in the Program by Centre Based Day Care (CBDC) services, you must make contact at least twice per annum with each CBDC service within your jurisdiction. Contact includes a phone call, face-to-face meeting or written correspondence with individual services.~~

K. Transition

1. You acknowledge that the Program is a successor to the IPSP, and that the Program may continue beyond the expiry of this contract or be replaced with a similar program at any time.
2. We may give You reasonable directions, in writing, about the provision of the Services to ensure continuity of service to eligible ECEC services and ensure the benefits of the Program continue to be enjoyed by its target children and families without interruption.
3. To avoid doubt, We can give You a direction under item K.2 at any time.
4. You must comply with a direction given to You under item K.2.
5. Our right to give directions under item K.2 does not limit or otherwise affect any other right to give You directions under this contract (including under clause 2.2.1.b and item H.12 above of this Schedule 1).

L. Required Contract Material

(see clause 2.1.1.b)

1. You must meet the following reporting requirements:
 - a. Annual Work Plan, including:
 - strategies for prioritising support across Your jurisdiction;
 - complaints handling strategy which confirms there is a process in place to ensure complaints are effectively managed and resolved;
 - outreach strategy to ensure all eligible ECEC services and relevant stakeholders are aware of services available through the Program;
 - communication strategy outlining how You intend to communicate with eligible ECEC services about the Program including any changes to the ISP Guidelines and information about the supports each eligible ECEC service is receiving;
 - risk management strategy; and
 - continuous improvement strategy that identifies and addresses opportunities to build and improve the service delivered by You;
 - b. six month progress reports against the Annual Work Plan using the reporting template as directed by the Department;
 - c. annual budget for each financial year of the Project Period;

- d. six month variance reports for actual expenditure and anticipated expenditure for each financial year of the Project Period using the reporting template as directed by the Department;
 - e. annual audited financial acquittal for each financial year of the Project Period using the reporting template as directed by the Department; and
 - f. annual reports using the reporting template as directed by the Department. This includes data regarding the following performance measures:
 - SIP uptake by FDC and CBDC services, including the number of SIPs in the current annual period and the percentage increase or decrease in uptake compared to the previous annual period (items G.2 and G.3 of this Schedule 1), and
 - frequency of contact with FDC and CBDC services in the current annual period, including the total number of each type of contact – phone call, face-to-face meeting, and written correspondence (items J.4 and J.5 of this Schedule 1);
 - g. Inclusion Boost Progress report using the reporting template as directed by the Department, including successes and challenges incounted. This also includes data regarding the following performance measures:
 - number of new and projected Inclusion Professionals (IPs) to be employed/employed across Your jurisdiction;
 - number of rural and remote services contacted/engaged that have not previously accessed the Program,
 - number of new services contacted/engaged that have not previously accessed with the Program
 - number of services contacted/engaged with a low National Quality Standard (NQS) rating
 - frequency of contact with new, rural and remote and low NQS services, including the total number of each type of contact – phone call, face-to-face meeting, and written correspondence;
 - number and type of resources developed and/or distributed across Your jurisdiction;
 - number of coaching or mentoring sessions conducted across Your jurisdiction;
 - total Inclusion Boost expenditure to date
 - h. Inclusion Boost additional funding Business Case using the reporting template as directed by the Department
2. You are required to use reporting templates as directed by the Department.
 3. You will be required to attend a briefing for new providers prior to the commencement of the Program in June 2016.
 4. You are required to attend other Program related meetings (expected to be twice a year) with the Department during the Project Period. The format and arrangements for these meetings

will be determined by the Department.

5. You are responsible for meeting all your costs for travelling to and attending these meetings.
6. The Financial Variance Report (on a Department agreed template or in a manner agreed by the Department).
7. The Audited Financial Acquittal (on a Department agreed template or in a manner agreed by the Department).

M. Completion Date

(see clause 1.1.1)

1. The Completion Date for this Contract is 30 September 2025. The initial term for this Contract was from 30 May 2016 to 30 September 2019, the first extended term was from 1 October 2019 to 30 September 2021, the second extended term was from 1 October 2021 to 30 September 2022, the third extended term is from 1 October 2022 to 30 September 2023 and the fourth extended term is 1 October 2023 to 30 September 2025 .

N. Time-frame and Extensions:

(see clauses 2.1.1.c & 4.2.4)

1. All author or licensor attribution (see 4.2.4) details must be provided at the time of development.
2. The Services must be provided in accordance with the following table:

Financial Year	Item	Description	Date
2016-17	1	Annual Work Plan (2016-17)	Following execution of Contract
	2	Annual Budget (2016-17)	Following execution of Contract
	3	Progress Report (1 July to 31 December 2016)	31 January 2017
	4	Financial Variance Report (1 July to 31 December 2016)	31 January 2017
	5	Annual Work Plan (2017-18)	30 April 2017
	6	Annual Budget (2017-18)	30 April 2017
2017-18	7	Progress Report (1 January to 30 June 2017)	31 July 2017
	8	Financial Variance Report (1 January to 30 June 2017)	31 July 2017
	9	Annual Report (2016-17)	31 July 2017
	10	Audited Financial Acquittal (2016-17)	30 September 2017

	11	Progress Report (1 July to 31 December 2017)	31 January 2018
	12	Financial Variance Report (1 July to 31 December 2017)	31 January 2018
	13	Annual Work Plan 2018-19	30 April 2018
	14	Annual Budget (2018-19)	30 April 2018
2018-19	15	Progress Report (1 January to 30 June 2018)	31 July 2018
	16	Financial Variance Report (1 January to 30 June 2017)	31 July 2018
	17	Annual Report (2017-18)	31 July 2018
	18	Audited Financial Acquittal (2017-18)	30 September 2018
	19	Progress Report (1 July to 31 December 2018)	31 January 2019
	20	Financial Variance Report (1 July to 31 December 2018)	31 January 2019
	21	Annual Work Plan (2019-20)	30 April 2019
	22	Annual Budget (2019-20)	30 April 2019
2019-20	23	Progress Report (1 January to 30 June 2019)	31 July 2019
	24	Financial Variance Report (1 January to 30 June 2019)	31 July 2019
	25	Annual Report (2018-19)	31 July 2019
	26	Audited Financial Acquittal (2018-19)	30 September 2019
	27	Progress Report (1 July to 31 December 2019)	31 January 2020
	28	Financial Variance Report (1 July to 31 December 2019)	31 January 2020
	29	Annual Work Plan (2020-21)	30 April 2020
	30	Annual Budget (2020-21)	30 April 2020
2020-21	31	Progress Report (1 January to 30 June 2020) and updated (final) Annual Work Plan (2020-21) and (final) Annual Budget (2020-21) to address additional payment at item T.8 to support COVID-19	31 July 2020

		recovery.	
	32	Financial Variance Report (1 January to 30 June 2020)	31 July 2020
	33	Annual Report (2019-2020)	31 July 2020
	34	Audited Financial Acquittal (2019-20)	30 September 2020
	35	Progress Report (1 July to 31 December 2020)	31 January 2021
	36	Financial Variance Report (1 July to 31 December 2020)	31 January 2021
	37	Annual Work Plan (2021-22)	30 April 2021
	38	Annual Budget (2021-22)	30 April 2021
2021-22	39	Progress Report (1 January to 30 June 2021)	31 July 2021
	40	Financial Variance Report (1 January to 30 June 2021)	31 July 2021
	41	Annual Report (2020-2021)	31 July 2021
	42	Audited Financial Acquittal (2020-21)	30 September 2021
	43	Progress Report (1 July to 31 December 2021)	31 January 2022
	44	Financial Variance Report (1 July to 31 December 2021)	31 January 2022
2022-23	45	Annual Work Plan (2022 – 2023)	30 April 2022
	46	Annual Budget (2022 – 2023)	30 April 2022
	47	Progress Report (1 January to 30 June 2022)	31 July 2022
	48	Financial Variance Report (1 January – 30 June 2022)	31 July 2022
	49	Annual report (2021 – 2022)	31 July 2022

	50	Audited Financial Acquittal (2021 – 22)	30 September 2022
	51	Progress Report (1 July 2022 – 31 December 2022)	31 January 2023
	52	Financial Variance Report (1 July 2022 – 31 December 2022)	31 January 2023
	53	Annual Work Plan (2023 – 2024)	30 April 2023
	54	Annual Budget (2023 -2024)	30 April 2023
2023-24	55	Inclusion Boost Progress Report (January 2023 – 05 May 2023) using the reporting template as directed by the Department.	16 May 2023
	56	Inclusion Boost additional funding Business Case using the reporting template as directed by the Department.	16 May 2023
	57	Progress Report (1 January – 30 June 2023)	31 July 2023
	58	Financial Variance Report (1 January – 30 June 2023)	31 July 2023
	59	Annual Report (2022-2023)	31 July 2023
	60	Audited Financial Acquittal (2022-2023)	30 September 2023
	61	Progress Report (1 July 2023 – 31 December 2023)	31 January 2024
	62	Financial Variance Report (1 July 2023 – 31 December 2023)	31 January 2024
	63	Annual Work Plan (2024-2025)	30 April 2024
	64	Annual Budget (2024-2025)	30 April 2024
2024-25	65	Progress Report (1 January to 30 June 2024)	31 July 2024

	66	Financial Variance Report (1 January to 30 June 2024)	31 July 2024
	67	Annual Report (2023-2024)	31 July 2024
	68	Audited Financial Acquittal (2023-2024)	30 September 2024
	69	Progress Report (1 July 2024 – 31 December 2024)	31 January 2025
	70	Financial Variance Report (1 July 2024 – 31 December 2024)	31 January 2025
	71	Interim Progress Report (1 January – 31 March 2025) and transition out strategy, if applicable	30 April 2025
	72	Final Progress Report (1 January – 30 June 2025)	31 July 2025
	73	Annual Report (2024-25)	31 July 2025
	74	Audited Financial Acquittal (2024-25)	31 August 2025

3. The Department may direct You in writing to provide additional reports or other material. You must comply with any such direction within the timeframe specified by the Department.

O. Invoicing and Payment

(see clauses 2.1.1.d & 3.1.1.c)

Invoices

1. Invoices must include the following information:
 - a. the words "tax invoice" stated prominently;
 - b. Your name and ABN;
 - c. Department's ABN;
 - d. Our name and address;
 - e. pdf format only;
 - f. the date of issue of the tax invoice;
 - g. the title of this contract and the contract number or purchase order number (if any) or date of execution;
 - h. details of fees, allowances and costs including the items (ie. deliverables or

- milestones) to which they relate;
- i. the total amount payable (including GST); and
 - j. the GST amount shown separately.
2. All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate Your entitlement to those allowances or costs.
 3. An invoice is not correctly rendered where:
 - a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
 - b. it relates to a payment in relation to which We have exercised Our rights under clause 3.2 of the contract.
 4. All invoices must be addressed to the Project Officer.

P. Payment

1. Subject to delivery and acceptance by Us, of the Services or part of the Services to which the payment relates, You must issue a correctly rendered invoice must to Us. The date for payment is 30 calendar days following provision of a correctly rendered invoice to Us. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.
2. Payment will be effected by electronic funds transfer (EFT) to Your following
 Bank name: Commonwealth Bank
 BSB no: 065 000
 Account no: 00090184
3. We adhere to the Australian Government Supplier Pay On-Time or Pay Interest Policy (the "Policy").

Q. Project Officer

(see clause 2.2)

1. The Project Officer is the person for the time-being holding, occupying or performing the duties of Director – Inclusion Support Program, available via the address set out in item AA.5 of this Schedule 1.

R. Subcontractors

(see clause 2.3)

1. You may subcontract the performance of parts of the Services as follows:

Name	Subcontracted services	Additional conditions

N/A		
N/A		

S. Specified Personnel

(see clause 2.4)

Not Applicable.

T. Fees

(see clause 3.1.1.a, 10.1.3.a, 10.1.4 & 10.1.5)

1. The total Fee payable for the Services is \$28,729,447 (inclusive of GST), payable by the instalments set out in the Table 1, Table 2, Table 3, Table 4 and Table 5 below. This total Fee is comprised of a total of **s 47G** (GST Inclusive) for the initial term (30 May 2016 to 30 September 2019) [Table 1], a further **s 47G** (GST Inclusive) for the first extended term (1 October 2019 to 30 September 2021) [Table 2], a further **s 47G** (GST Inclusive) for the second extended term (1 October 2021 to 30 September 2022) [Table 3], a further **s 47G** (GST Inclusive) for the third extended term (1 October 2022 to 30 September 2023) and a further **s 47G** (GST Inclusive) for the fourth extended term (1 October 2023 – 30 September 2025) [Table 5].
2. The Fees include a total GST of \$2,611,767.91. This is comprised of **s 47G** GST for the initial term, **s 47G** GST for the first extended term **s 47G** for the second extended term, **s 47G** for the third extended term and **s 47G** for the fourth extended term:

Table 1 – Fees in initial term (30 May 2016 to 30 September 2019):

Amount	Payment upon acceptance of milestone (\$) GST Inclusive	Payment due	Milestone (Item ref at N.2)
20%	s 47G	Jul 2016	Delivery and acceptance of items 1 and 2 as at N.2 of this Schedule 1.
15%		Feb 2017	Delivery and acceptance of items 3 and 4 as at N.2 of this Schedule 1.
17%		Aug 2017	Delivery and acceptance of items 5, 6, 7, 8 and 9 as at N.2 of this Schedule 1.
16%		Feb 2018	Delivery and acceptance of items 10, 11 and 12 as at N.2 of this Schedule 1.

12%	s 47G	Aug 2018	Delivery and acceptance of items 13, 14, 15, 16 and 17 as at N.2 of this Schedule 1.
10%		Feb 2019	Delivery and acceptance of items 18, 19 and 20 as at N.2 of this Schedule 1.
10%		May 2019	Delivery and acceptance of items 21 and 22 as at N.2 of this Schedule 1.

Table 2 – Fees in first extended term (1 October 2019 to 30 September 2021):

Amount	Payment upon acceptance of milestone (\$) GST Inclusive	Payment due	Milestone (Item ref at N.2)
16.7%	s 47G	Aug 2019	Delivery and acceptance of items 21, 22, 23, 24 and 25 as at N.2 of this Schedule 1.
16.7%		Feb 2020	Delivery and acceptance of items 26, 27 and 28 as at N.2 of this Schedule 1.
16.7%		May 2020	Delivery and acceptance of items 29 and 30 as at N.2 of this Schedule 1.
16.7%		Aug 2020	Delivery and acceptance of items 31, 32 and 33 as at N.2 of this Schedule 1.
16.7%		Feb 2021	Delivery and acceptance of items 34, 35 and 36 as at N.2 of this Schedule 1.
16.7%		May 2021	Delivery and acceptance of items 37 and 38 as at N.2 of this Schedule 1.

Table 3 – Annual Fees in second extended term (1 October 2021 to 30 September 2022):

Amount	Payment upon acceptance of milestone (\$) GST Inclusive	Payment due	Milestone (Item ref at N.2)
40%	s 47G	Aug 2021	Delivery and acceptance of items 39, 40 and 41 as at N.2 of this Schedule 1.
40%		Feb 2022	Delivery and acceptance of items 42, 43 and 44 as at N.2 of this Schedule 1.

20%	s 47G	May 2022	Delivery and acceptance of items 45 and 46 as at N.2 of this Schedule 1.
-----	-------	----------	--

Table 4 – Annual fees in the third extended term (1 October 2022 – 30 September 2023):

Amount	Payment upon acceptance of milestone (\$) GST Inclusive	Payment due	Milestone (Item ref at N.2)
40%	s 47G	Aug 2022	Delivery and acceptance of items 47, 48 and 49 as at N.2 of this Schedule 1.
40%		Feb 2023	Delivery and acceptance of items 50, 51 and 52 as at N.2 of this Schedule 1.
20%		May 2023	Delivery and acceptance of items 53 and 54 as at N.2 of Schedule 1.

Table 5 – Annual fees in the fourth extended term (1 October 2023 – 30 September 2025):

Amount	Payment upon acceptance of milestone (\$) GST Inclusive	Payment due	Milestone (Item ref at N.2)
20%	s 47G	Aug 2023	Delivery and acceptance of items 57, 58 and 59 as at N.2 of this Schedule 1.
20%		Feb 2024	Delivery and acceptance of items 60, 61 and 62 as at N.2 of this Schedule 1.
10%		May 2024	Delivery and acceptance of items 63 and 64 as at N.2 of Schedule 1.
20%		Aug 2024	Delivery and acceptance of items 65, 66 and 67 as at N.2 of Schedule 1.
20%		Feb 2025	Delivery and acceptance of items 68, 69 and 70 as at N.2 of this Schedule 1.
7.5%		May 2025	Delivery and acceptance of item 71 as at N.2 of this Schedule 1.
2.5%		Sept 2025	Completion payment delivery and acceptance of items 72, 73 and 74 as at N.2 of this Schedule 1.

Specialist Equipment Funding

3. We will also pay You up to \$408,137 (inclusive of GST) over the Contract period for acquiring and maintaining Specialist Equipment, and for the provision, handling, delivery and storage of Specialist Equipment (item H refers). This amount is comprised of \$120,457 (GST Inclusive) paid during the initial term and \$16,060 (GST Inclusive) payable in the first extended term, \$8,030 (GST Inclusive) payable in the second extended term, \$8,030 (GST Inclusive) payable in the third extended term and \$16,060 (GST Inclusive) payable in the fourth extended term.
4. We will pay You \$96,366 (inclusive of GST) for the provision of items for the Specialist Equipment Library in July 2016.
5. For the financial year 2019-20, We agree to the request for a one off payment of \$139,500 (inclusive of GST) to facilitate a recapitalisation of the Specialist Equipment Library, which was paid to You upon execution of Deed of Variation No.2.
6. For the financial year 2022-23, We agree to the request for a one off payment of \$100,000 (inclusive of GST) to upgrade and expand Your Specialist Equipment Library, which will be paid to You upon execution of Deed of Variation No. 4.
7. As part of the following subsequent Financial Acquittal Report, You will provide evidence of acquittal of the funds for the use of the Specialist Equipment Library.
8. Funding for Specialist Equipment in 2017–18, 2018–19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25 will be offered by Us after the review of acceptance of all contractors' Financial Acquittal reports, Progress Reports and Financial Variance Reports for the previous financial year.

Additional payment in 2019-2020 to support COVID-19 recovery

Table 6 –Additional payment to support COVID-19 recovery:

Amount	Payment upon acceptance of milestone (GST Inclusive)	Payment due	Milestone
s 47G	\$315,647	June 2020	On execution of Deed of Variation No. 2

9. We will pay you \$315,647 (inclusive of GST) in June 2020. This funding is being provided in anticipation of increased demand for the Services as a result of the COVID-19 pandemic. This funding must be used to assist eligible ECEC services with recovery from the effects of the COVID-19 pandemic, with the particular focus of assisting with the anticipated increased numbers of eligible ECEC services seeking inclusion support, particularly for children with additional needs presenting with trauma-related behaviours or mental health conditions following the COVID-19 pandemic.

10. You must provide an updated Annual Work Plan (2020-21) and updated Annual Budget (2020-21) to address how this additional payment will be utilised to support COVID-19 recovery. This funding must be expended in accordance with the updated Annual Work Plan (2020-21) and updated Annual Budget (2020-21) as accepted by Us.

Additional payment in 2022-2023 – Inclusion Boost

Table 7 – Additional payment to help assist ECEC services to respond to current Inclusion challenges associated with natural disasters, the COVID-19 pandemic and associated mental health impacts:

Amount (GST Exclusive)	Payment upon acceptance of milestone (GST Inclusive)	Payment due	Milestone
\$1,000,000	\$1,100,000	17 February 2023	On execution of Deed of Variation No. 4

11. We will pay You \$1,100,00 (inclusive of GST) in February 2023. This funding must be expended to employ additional Inclusion Professionals (IPs) to build the skills, knowledge, and confidence of educators to embed sustainable inclusive practices within a service. Allowing additional support for COVID-19 recovery, flood-stricken regions, regional and remote locations, and services that have a poor NQS rating.
12. You must provide a progress report and business case on 16 May 2023. Our acceptance of the progress report and the business case in accordance with items 55 and 56 of the table in Item N.2 is Our approval of this funding's expenditure in line with item 11.

U. Allowances and Costs

(see clauses 3.1.1.b & 10.1.3.c)

Not applicable.

V. Facilities and Assistance

(see clauses 3.1.1.d & 10.1.3.d)

Not applicable.

W. Commonwealth Material

(see clause 4.1)

Not applicable.

X. Existing Material

(see clause 4.2.2)

Not applicable.

Y. Moral Rights

(see clause 4.3)

Permitted Acts

1. In addition to those set out in clause 4.3.1, the following are 'Permitted Acts' for the purposes of clause 4.3.1.d:
 - a. use of the Contract Material for advertising, merchandising or promotional purposes of any kind;
 - b. incorporating the Contract Material into a website or as part of a multi-media training Program;
 - c. synchronising the proposed sound recording as part of the soundtrack of a film; or
 - d. removal and/or relocation of the proposed sculpture to an alternative location, including disassembly as necessary for that purpose.

Z. Privacy Conditions, Restrictions or Guidelines

(see clause 6.2.1.b)

1. In this item Z:

Eligible Data Breach has the same meaning as defined in the Privacy Act.

Personal Information has the same meaning as it has in section 6 of the Privacy Act;

Information Commissioner has the same meaning as it has in section 3A of the *Australian Information Commissioner Act 2010*.

Records has the same meaning as it has in section 6 of the Privacy Act.
2. In relation to Personal Information received, created or held by You for the purposes of this Contract, You agree:
 - a. not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Project Officer;
 - b. to co-operate with reasonable demands or inquiries made by the Information Commissioner or the Project Officer in relation to the management of Personal Information;
 - c. to ensure that any person who You allow to access Personal Information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles as if they were Us;
 - d. to comply with policy guidelines laid down by Us or issued by the Information

Commissioner from time to time relating to the handling of Personal Information;

- e. if requested by Us, at the end of this contract, to return all Records containing Personal Information to the Project Officer, or de-identify, delete or destroy those Records in the presence of a person authorised by the Project Officer or as otherwise instructed by the Project Officer; and

- f. to Your name being published in reports by the Information Commissioner.

3. You must immediately notify the Project Officer if You become aware:

- a. of a breach of Your obligations under clause 6;
- b. that a disclosure of Personal Information may be required by law; or
- c. of an approach to You by the Information Commissioner or by a person claiming that their privacy has been interfered with.

Note: more information about the Privacy Act and the Australian Privacy Principles is available at www.oaic.gov.au

Notifiable Data Breach

4. If You become aware that, or there are reasonable grounds to suspect that, there may have been an Eligible Data Breach in relation to any Personal Information held by You as a result of this contract or its provision of the Services, You must:

- a. notify Us in writing as soon as possible and no later than 3 Business Days of becoming aware;
- b. unless otherwise directed by Us, carry out an assessment in accordance with the requirements of the Privacy Act in relation to an Eligible Data Breach;
- c. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
- d. unless otherwise directed by Us, take all other action necessary to comply with the requirements of the Privacy Act in relation to an Eligible Data Breach; and
- e. take any other action as reasonably directed by Us.

AA. Confidential Information

(see clause 5.2.1)

Your Confidential Information

1. Information contained in contract:

Item	Period of Confidentiality

2. Information obtained or generated in performing contract:

Item	Period of Confidentiality

Our Confidential Information

3. Information contained in contract:

Item	Period of Confidentiality

4. Information obtained or generated in performing contract:

Item	Period of Confidentiality

5. Our Address for Notices

(see clause 11.1.1.a)

Physical address	50 Marcus Clarke Street Canberra ACT 2601
Postal address	Director – Inclusion Support Program Department of Education GPO Box 9880 Canberra ACT 2601
Email	InclusionSupportProgram@education.gov.au

6. Your Address for Notices

(see clause 11.1.2.b)

Physical address	43 Dew Street Thebarton SA 5031
Postal address	43 Dew Street Thebarton SA 5031
Email	s 47F

BB. Insurance

(see clause 13.4)

1. Required insurance.
2. You must maintain:
 - a. workers' compensation as required by law;
 - b. public liability insurance to a value of \$10 million (ten million dollars) or more per claim.

CC. Compliance with Laws and Policies

(see clause 13.12.1)

Compliance with Laws

1. You acknowledge that:
 - a. when dealing with Your employees, You must comply with the *Fair Work Act 2009* and related legislation, and obligations under relevant work health and safety laws;
 - b. Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
 - c. giving false or misleading information is a serious offence under the *Criminal Code*;
 - d. the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Contract (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 122.4 of the *Criminal Code*, punishment for which may be a maximum of two years imprisonment;
 - e. in respect of data, including personal information, held in connection with this contract, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this contract is an offence under Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
 - f. You are aware of the provisions in Division 122, Part 5.6 of the *Criminal Code*, in particular section 122.4A relating to official secrets; and

- g. You may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983*, the *Disability Discrimination Act 1992* and, where applicable to the Services, the *Disability Standards for Education 2005*.

Compliance with policies

2. You must:

- a. when using Our premises or facilities (including information systems), comply with Our directions and procedures relating to environmental management, work health, safety and security (which you acknowledge may change during the term of this contract);
- b. ensure that any person who will have access to information protected under Division 122 of the Criminal Code sign an acknowledgment that he or she is aware of the provisions of that section; and
- c. comply with Our Code of Conduct in Contracting. A copy of Our Code of Conduct in Contracting is available at www.education.gov.au

DD. Workplace Gender Equality Act 2012 (Cth)

In this item DD:

Letter of Compliance refers to a letter issued by the Workplace Gender Equality Agency which indicates compliance by a Relevant Employer with the *Workplace Gender Equality Act 2012 (Cth)* (the WGE Act);

Relevant Employer has the same meaning as it has in the WGE Act;

1. This item applies only to the extent that You are a Relevant Employer.
2. You must comply with Your obligations, if any, under the WGE Act.
3. If You become non-compliant with the WGE Act during the term of this contract, You must notify Us in accordance with clause 11.
4. If the term of this contract exceeds 18 months, You must provide a current Letter of Compliance within 18 months from the Date of this Contract and following this, annually, to Us.
5. Compliance with the WGE Act does not relieve You from Your responsibility to comply with Your other obligations under this contract.

EE. Building Code and Occupational Health and Safety Accreditation Scheme

Not Applicable

FF. Working with Children Requirements

1. In this clause:

Child means an individual(s) under the age of 18 years and Children has a similar meaning;

Child-Related Personnel means officers, employees, contractors, agents and volunteers of Yours involved with the Services who as part of that involvement may interact with Children;

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations, which were endorsed by the Council of Australian Governments in February 2019 (available at: <https://childdsafe.humanrights.gov.au/national-principles> or as otherwise published by the Australian Government);

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Services may be carried out;

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.

2. You must:
 - a. 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
 - b. ensure that Working With Children Checks obtained in accordance with this subitem FF(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.
3. You agree in relation to the Services to:
 - a. implement the National Principles for Child Safe Organisations;
 - b. ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
 - c. 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;
 - d. put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this subitem FF(3);
 - e. provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - i. the National Principles for Child Safe Organisations;
 - ii. Your risk management strategy required by this item;
 - iii. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
 - iv. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described.
 - f. provide the Commonwealth with an annual statement of compliance with subitems FF(2) and FF(3), in such form as may be specified by the Commonwealth.
4. With reasonable notice provided to You, We may conduct a review of Your compliance with this item FF.
5. You agree to:

- a. notify Us of any failure to comply with this item FF;
 - b. co-operate with Us in any review conducted by Us of Your implementation of the National Principles for Child Safe Organisations or compliance with this item FF; and
 - c. promptly, and at Your cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this item FF.
6. You must ensure that any subcontract You enter into in relation to this contract includes the requirements set out in paragraphs 2, 3, 4 and 5 of this item FF.
7. If You do not comply with this item FF, then We may immediately terminate this contract under clause 10.2.

GG. Statement of Values and Code of Conduct

Service delivery values

1. You must, when carrying out the Services:
 - a. behave: with the highest ethical standards; fairly, effectively, impartially and courteously to the Australian public; and with sensitivity to the diversity of the Australian public; and
 - b. comply with the APS Code of Conduct set out in section 13 of the Public Service Act 1999.
2. A breach of paragraph 1 of item GG of this Schedule 1 occurs, but is not limited to, when You:
 - a. fail to deliver Services in the manner specified in the APS Code of Conduct; or
 - b. are the subject of a serious complaint, or a series of similar complaints in relation to APS Code of Conduct, which You have not:
 - i. actively taken steps to resolve in accordance with paragraph 4 of item GG of this Schedule 1; or
 - ii. where relevant, actively taken steps to ensure that the complaint does not re-occur.
3. A breach of the APS Code of Conduct constitutes a breach of Your obligations under the contract.

Customer feedback and complaints process

1. You must establish a Service feedback and complaints process to deal with feedback and complaints from service recipients about Your delivery of the Services.
2. Your Service feedback and complaints process must:
 - a. be consistent with this contract, the APS Values and Code of Conduct, and any relevant industry statement of values and code of conduct specified in paragraph a.ii.B. of item GG of this Schedule 1;
 - b. clearly indicate that service recipients may also complain directly to Us using Our customer service line;
 - c. be underpinned by principles of fairness, accessibility, responsiveness, efficiency and integration;

- d. be developed and implemented, as far as possible, based on the Commonwealth Ombudsman's Better Practice Guide to Complaint Handling.
3. Upon request, You must give Us details of the process You have established to manage Service feedback and complaints.
- ~~4. You must publicise to Your service recipients the existence and details of the Service feedback and complaints process.~~
5. If a service recipient is dissatisfied with the results of the Service feedback and complaints process, You must refer the service recipient to Our customer service line for further investigation of the matter.
6. You must keep a Service feedback and complaints register which includes, but is not limited to, details about:
 - a. all Service feedback and complaints received directly by You, and the outcome of any investigation where relevant;
 - b. all Service feedback and complaints referred to You by, or through, Us; and
 - c. complaints, including details of: the service recipient, personnel involved in the issue the subject of the complaint, circumstances giving rise to the complaint, the investigation and any follow-up action.

HH. Fraud Control Plan

Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

1. You acknowledge that fraud is a serious offence.
2. Within one month of the Effective Date, You must prepare a Fraud Control Plan that is consistent with the Commonwealth Fraud Control Framework 2017 (**Fraud Control Plan**) and provide a copy of the Fraud Control Plan to the Customer.
3. You must review and update the Fraud Control Plan at least every six months over the term of the contract, or whenever there is a significant change in Your structure or activities. You must provide the Customer with details of any review and a copy of any update to the Fraud Control Plan
4. You must:
 - i. take all reasonable steps to prevent fraud in relation to the performance of this contract; and
 - ii. Ensure its Personnel and subcontractors do not engage in any Fraud in relation to this contract.
5. If You become aware of:
 - i. any Fraud or suspected Fraud in relation to this contract; or
 - ii. any Fraud or suspected Fraud not related to this contract but which has had or may have an effect on the performance of this contract, then You must:
 - iii. within 5 Business Days, report the matter to Us, Our Fraud investigation team

(fraud@dese.gov.au), and all appropriate law enforcement and regulatory agencies;
and

- iv. if directed by Us and at Your own cost, investigate the Fraud or suspected Fraud in accordance with any directions or standards required by Us.
6. You acknowledge that the occurrence of Fraud will constitute a breach of this contract.
7. If an investigation We find that You or Your Personnel or subcontractors have committed Fraud, or the You have failed to take reasonable steps to prevent Fraud by Your Personnel or subcontractors, You must reimburse or compensate Us in full.
8. We may, at its absolute discretion, investigate any Fraud in relation to this contract. You agree to co-operate and provide all reasonable assistance at Your own cost with any such investigation.

II. Web Accessibility

1. All websites created, updated or modified by you for the purposes of this Contract must comply with The Commonwealth Digital Transformation Agency, Mandatory Requirements identified in the Digital Service Standard Criteria ([Digital Service Standard criteria | Digital Transformation Agency \(dta.gov.au\)](#))



Australian Government

Department of Education

DEED OF VARIATION No. 5
TO CONTRACT
IN RELATION TO INCLUSION AGENCY SERVICES
Under the Inclusion Support Program

Commonwealth of Australia represented by the Department of Education (ABN 12 862 898 150)

The Lady Gowrie Child Centre, Incorporated Adelaide ABN 85 215 237 980

Deed of Variation

Date 14 June 2023

Parties The Commonwealth of Australia as represented by the Department of Education (ABN 12 862 868 150) ('the Department')
The Lady Gowrie Child Centre, Incorporated Adelaide ABN 85 215 237 980 ('You', or 'Your')

Context

- A. The Commonwealth of Australia (then represented by the Department of Education and Training ABN 12 862 898 150 and now represented by the Department of Education ABN 12 862 898 150) and You entered into a contract dated 30 May 2016 for the provision of Services in relation to the Inclusion Agency Services under the Inclusion Support Program ('Principal Contract').
- B. The Principal Contract was amended as follows:
- i. on 19 March 2019 by Deed of Variation No. 1, which varied the terms and conditions of the Principal Contract and extended the term for 2 years from 1 October 2019 to 30 September 2021;
 - ii. on 30 June 2020 by Deed of Variation No. 2, which varied the terms and conditions of the Principal Contract and extended the term for a second extended term of 1 year from 1 October 2021 to 30 September 2022;
 - iii. on 21 March 2022 by Deed of Variation No. 3, which varied the terms and conditions of the Principal Contract and extended the term for a third extended term of 1 year from 1 October 2022 to 30 September 2023; and
 - iv. on 24 February 2023 by Deed of Variation No. 4, which varied the terms and conditions of the Principal Contract and extended the term for a fourth extended term of 2 years from 1 October 2023 to 30 September 2025.
- C. The parties seek to vary the Principal Contract in accordance with the terms and conditions of this Deed.
- D. The Principal Contract requires that a variation be in writing and signed by both parties.

THIS DEED WITNESSES AND THE PARTIES AGREE:

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed, words and phrases defined in the Principal Contract have the same meaning when used in this Deed, except for the following definitions:

Deed means this Deed of Variation No. 5 including all attachments and schedules to it.

Effective Date means the date of this Deed, being the date the last party signs this Deed.

Principal Contract means the contract referred to in Recital A as amended by the variations described in Recital B.

1.2 Interpretation

Clause 1.2 (Interpretation) of the Principal Contract applies in the interpretation of this Deed.

1.3 General

You represent and warrant that You have the authority to enter into this Deed, and further represent and warrant that there are no limitations or restrictions on You entering into and meeting all of Your obligations under this Deed and the Principal Contract.

2. Commencement

The parties agree that this Deed will take effect on and from the Effective Date.

3. Variations to the Principal Contract

3.1 Variations to the Principal Contract

With effect from the Effective Date, the Principal Contract is varied as follows:

(a) in clause 1.1 (Definitions):

(i) after the existing definition of 'Project Officer', insert the following new definition:

Redundancy

Entitlements

means redundancy pay owed by You to Your employees under the National Employment Standards, any relevant Federal or State award, employment contract or any applicable industrial instrument, if You make those employees' employment redundant.

(b) after clause 3.6 (Other fees), insert the new following clause 3.7:

3.7 Redundancy Entitlements

3.7.1 *Subject to clauses 3.7.2 and 3.7.3, and without limiting in any way Your obligation to perform the Services for the Fee, You may:*

a. *use part of the Fee for the purpose of paying Redundancy Entitlements in the event that you make one or more of your employees redundant due to You not being awarded a new contract with Us for the continued performance of the Inclusion Support Program (or successor program) after the End Date; and*

b. *hold part of the Fee for the purpose of meeting Your liability to pay Redundancy Entitlements as described in clause 3.7.1.a.*

3.7.2 *You may only use the Fee to pay Redundancy Entitlements if we have given you written notice that You will not be awarded a new contract with*

Us for the continued performance of the Inclusion Support Program (or successor program) after the End Date.

3.7.3

If:

- a. *You receive a new contract with Us for the continued performance of the Inclusion Support Program (or successor program) after the End Date, then:*
 - i. *You may not use any of the Fee to pay Redundancy Entitlements; and*
 - ii. *any amount of the Fee held by You for the purpose of paying Redundancy Entitlements is a Surplus Amount for the purposes of clause 3.4; or*
- b. *this Contract ends and You do not have a contract with Us for the continued performance of the Inclusion Support Program (or successor program) after the End Date, any amount of the Fee held by you at the End Date for the purpose of paying Redundancy Entitlements but that You are not legally required to pay to your employees is a Surplus Amount for the purposes of clause 3.4 of the Contract.*

3.7.4

You must:

- a. *identify in the final Audited Financial Acquittal required to be provided by you under Item N of Schedule 1 the total amount of Redundancy Entitlements paid by You using the Fee;*
- b. *when submitting the final Audited Financial Acquittal required to be provided by you under Item N of Schedule 1, provide to Us a statutory declaration by a member of Your executive or board declaring that the Redundancy Entitlements paid by You using the Fee were:*
 - i. *owed by You under the National Employment Standards, any relevant Federal or State award, employment contract or any applicable industrial instrument; and*
 - ii. *paid to employees who were made redundant due to You not being awarded a new contract with Us for the continued performance of the Inclusion Support Program (or successor program) after the End Date; and*
- b. *without limiting your obligations under clause 13.2 (Audit and access) of the Contract, provide to Us any other information requested by Us about any Redundancy Entitlements paid by you using the Fee.*

3.7.5

Nothing in this Contract makes Us responsible for the payment to your Personnel of employment-related entitlements including salary, allowances, leave entitlements, redundancy entitlements, payroll tax, workers compensation payments, superannuation and any other industrial rights, claims, benefits, compensation or privilege of any kind and will make the necessary group taxation deductions.

3.7.6 This clause 3.7 (Employee Redundancy) survives the termination or expiry of this Contract.

- (c) In Item T (Fees) of Schedule 1 (Contract Details), delete all text immediately following Item T.10, beginning from the heading 'Additional payment in 2022-2023 – Inclusion Boost' and up to and including existing Item T.12, and replace it with the following:

Additional payments in 2022-2023 – Inclusion Boost

Table 7 Additional payments to help assist ECEC services to respond to current Inclusion challenges associated with natural disasters, the COVID-19 pandemic and associated mental health impacts:

<i>Amount (GST Exclusive)</i>	<i>Payment upon acceptance of milestone (GST Inclusive)</i>	<i>Payment due</i>	<i>Milestone</i>
\$1,000,000	\$1,100,000	17 February 2023	On execution of Deed of Variation No. 4
\$1,000,000	\$1,100,000	20 June 2023	On execution of Deed of Variation No. 5

11. We will pay You \$1,100,000 (inclusive of GST) in February 2023 and \$1,100,000 (inclusive of GST) in June 2023 (each an Inclusion Boost Payment). This funding must be expended to employ additional Inclusion Professionals (IPs) to build the skills, knowledge, and confidence of educators to embed sustainable inclusive practices within a service, allowing additional support for COVID-19 recovery, flood-stricken regions, regional and remote locations, and services that have a poor NQS rating.
12. You must provide a progress report in relation to the February 2023 payment; and a business case in relation to the June 2023 payment on 16 May 2023. Our acceptance of the progress report and the business case in accordance with items 55 and 56 of the table in Item N.2 is Our approval of Your expenditure of both Inclusion Boost Payments.
13. Progress and expenditure reports related specifically to the Inclusion Boost Payments may be requested by Us, in accordance with Item N.3.

4. Affirmation of Principal Contract

- (a) The parties affirm in all other respects the terms and conditions in the Principal Contract as varied by this Deed.
- (b) The Principal Contract (including its Schedules), as varied by this Deed, comprises the entire agreement between the parties with respect to the subject matter of the Principal Contract.
- (c) The parties acknowledge and agree that the Principal Contract as varied by this Deed is and continues to be in full force and effect.

- (d) Nothing in this Deed affects or reduces in any way any rights that the Commonwealth may have in relation to the performance of the Principal Contract prior to the Effective Date.

5. General

5.1 Liability for expenses

Except as otherwise provided in this Deed each party must pay their own costs and expenses in connection with negotiating, preparing, executing and performing this Deed.

5.2 Variation

No agreement or understanding varying this Deed is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

5.3 Giving effect to this Deed

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

5.4 Governing Law and jurisdiction

This Deed 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.

5.5 Counterparts

This Deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

5.6 Representations and inducements

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.
- (b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this Deed.

5.7 Entire agreement

To the extent permitted by law, in relation to its subject matter, this Deed:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

5.8 Severability

If at any time a provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Deed.

5.9 Contra Proferentum

No provision of this Deed is to be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

EXECUTED as a deed.

SIGNED, SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the **Department of Education** ABN 12 862 898 150 by a duly authorised representative

s 22

Signature of authorised representative

s 22

Signature of witness

s 22

Name of authorised representative (print)

s 22

Name of witness (print)

14/06/2023

Date

14/06/2023

Date

SIGNED, SEALED AND DELIVERED for and on behalf of The Lady Gowrie Child Centre, Incorporated Adelaide ABN 85 215 237 980 by its duly authorised representative

s 47F

s 47F

Signature of : _____
ed representative

Signature of witness

s 47F

s 47F

Name of witness (print)

13/06/2023

Date

13/6/2023

Date



Inclusion Support Program Guidelines

Version 2.5 July 2023

Version control

Date	Version	Description
February 2016	1.0	First release of the 2016-17 to 2018-19 ISP Guidelines
May 2016	1.1	Update prior to commencement of the Inclusion Support Programme (ISP, the Program) on 1 July 2016 including addition of transition arrangements for In Home Care services (clause 7.2), changes to reflect the delay of the <i>Jobs for Families Child Care Package</i> from 2017 to 2018 and minor corrections.
March 2017	1.2	Update following the commencement of the ISP on 1 July 2016 including clarifications to confirm policy intent for C4.3 (shared care arrangements) and D1 (Eligibility for IDF Subsidy for Immediate/Time-Limited Support) and other minor corrections including 'programme' to 'program'.
June 2017	1.3	Minor correction to: Conditions of Funding at Appendix 2, wording, formatting, and update of item E4.3 Rates and Limits for Family Day Care (FDC) Top Up funding.
October - November 2019	2.0 Consultation draft	Consultation draft ISP Guidelines with a number of key proposed changes for sector feedback.
March 2020	2.1	This version of the ISP guidelines has a date of effect of 30 March 2020 (for children in care from that date onwards) and replace the previous version 1.3. Changes to eligibility requirements to include a targeted cohort of children with additional needs in the early years (under six years of age at time of application) and expanding eligibility to children participating in a preschool program in a Centre-Based Day Care service where the child attracts Child Care Subsidy. Increased timeframe for IDF Subsidy for Immediate/Time-Limited from 8 to 12 weeks. Provide capacity for grant funding under the IDF Innovative Solutions Support stream to engage large organisations for collaborative and strategic projects.
August 2020	2.2	Update to the IDF FDC Top Up rate for 2020-21 (Section 8.4) and clarifying GST arrangements for IDF Innovative Solutions Support (Section 11.2).
July 2021	2.3	Update to the IDF FDC Top Up rate for 2021-22 (Section 8.4)
September 2022	2.4	Update to the IDF FDC Top Up rate for 2022-23 (Section 8.4)
July 2023	2.5	Update to the IDF FDC Top Up rate for 2023-24 (Section 8.4) and page numbers.

Contents

1. Introduction and program overview.....	5
1.1. What is inclusion?.....	5
1.2. About the program.....	6
1.3. Legislative authority.....	7
1.4. Purpose of the guidelines.....	7
1.5. Program objectives, guiding principles and desired outcomes.....	8
1.6. Evaluation of the program.....	9
1.7. Alignment with the NDIS Early Childhood Early Intervention approach.....	10
2. Roles and responsibilities.....	10
2.1. Inclusion Agencies.....	10
2.2. Inclusion Development Fund Manager.....	12
3. Who is eligible to apply?.....	13
3.1. Services eligible for support through the program.....	13
4. Funding support under the program.....	15
4.1. Inclusion Development Fund.....	15
5. Framework for accessing support.....	18
5.1. Development and review of a Strategic Inclusion Plan.....	18
5.2. Completion of a Strategic Inclusion Plan through the Inclusion Support Portal.....	19
5.3. Identification of additional support.....	20
5.4. Accessing specialist equipment through the Specialist Equipment Library.....	20
5.5. Provision of documentary evidence.....	21
5.6. Provision of permission to share personal information.....	22
5.7. Conditions of funding.....	22
5.8. Submitting an application for funding.....	22
6. Applying for IDF Subsidy for Immediate/Time-Limited Support.....	23
6.1. Description.....	23
6.2. Application requirements for the IDF Subsidy for Immediate/Time-Limited Support.....	23
6.3. Submitting an application for the IDF Subsidy for Immediate/Time-Limited Support.....	24
6.4. Rates and limits.....	25
7. Applying for the IDF Subsidy for an Additional Educator.....	25
7.1. Description.....	25
7.2. Application requirements for the IDF Subsidy for an Additional Educator.....	26
7.3. Submitting an application for the IDF Subsidy for an Additional Educator.....	27
7.4. Rates and Limits.....	27

7.5. Shared care arrangements.....	28
7.6. Changes to the care environment	28
8. Applying for the IDF FDC Top Up	29
8.1. Description.....	29
8.2. Application requirements for the IDF FDC Top Up	29
8.3. Submitting an application for the IDF FDC Top Up.....	30
8.4. Rates and limits.....	30
9. Applying for the IDF Innovative Solutions Support.....	31
9.1. Description.....	31
9.2. The service’s application for the IDF Innovative Solutions Support	32
9.3. Collaborative and Strategic Projects.....	34
9.4. Rates and limits.....	34
10. Assessment and outcome of applications	35
10.1. Assessment of application	35
10.2. Outcome of application	36
11. Program payments.....	37
11.1. Claiming the Inclusion Development Fund	37
11.2. Payment of the Inclusion Development Fund	38
11.3. Review, extension and/or renewal of funding.....	39
Appendix 1. Conditions of Funding.....	40
Appendix 2. Other legislative requirements.....	42
Appendix 3. Links to relevant programs	46
A3.1. Australian Government Early Childhood Education and Care (ECEC)	46
Glossary.....	48
Acronyms	50

1. Introduction and program overview

1.1. What is inclusion?

Inclusion, as stipulated in the Early Years Learning Framework (EYLF) involves:

taking into account all children’s social, cultural and linguistic diversity (including learning styles, abilities, disabilities, gender, family circumstances and geographic location) in curriculum decision-making processes. The intent is to ensure that:

- all children’s experiences are recognised and valued
- all children have equitable access to resources and participation, and opportunities to demonstrate their learning and to value difference.¹

This occurs when Early Childhood Education and Care (ECEC) services work in partnership with families and other professionals to make informed and thoughtful decisions relating to curriculum, care and support. It involves changes and modifications in policy, pedagogy, planning, experiences and the physical environment to overcome barriers, with a vision that covers all children and a belief that it is the responsibility of services and educators to support all children’s learning² and care.

Research shows that inclusion benefits all. Children with additional needs as well as children without additional needs benefit academically and socially from interacting and participating in inclusive settings.³ Inclusion can lead to stronger skills in literacy and numeracy as well as positive changes in children’s confidence, self-esteem and understanding of diversity (through respecting the uniqueness of others).⁴ Inclusion also supports all children’s rights, consistent with the United Nations (UN) *Convention on the Rights of the Child* and other international conventions, including the UN *Convention on the Rights of Persons with Disabilities* and UN *Declaration on the Rights of Indigenous Peoples*.⁵

Inclusion must be viewed as being ‘proactive in identifying the barriers⁶ and obstacles learners encounter in attempting to access opportunities for quality education, as well as removing those barriers and obstacles that lead to exclusion.’⁷ Educators who have the highest expectations for all children’s learning and development are committed to equity and believe in children’s agency,

¹ Department of Education, Employment and Workplace Relations (2009). *Belonging, Being and Becoming: The Early Years Learning Framework for Australia*. Canberra, ACT: DEEWR (p.45). [Belonging, Being & Becoming - The Early Years Learning Framework for Australia - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#)

² UNESCO (2009). Policy Guidelines on Inclusion in Education. Paris: UNESCO (p.9).

³ Early Childhood Intervention Australia (2016). National Guidelines- Best Practice in Early Childhood. Sydney: ECIA (p.11).

⁴ Hehir, T.; Grindal, T.; Freeman, B.; Lamoreau, R.; Borquaye, T. and Burke, S. (2016). *A summary of the evidence on inclusive education (online)*. [alana.org.br/wp-content/uploads/2016/12/A_Summary_of_the_evidence_on_inclusive_education.pdf](#) [accessed 29 May 2019].

⁵ Early Childhood Australia. *Statement on the inclusion of every child in early childhood education and care (online)* [www.earlychildhoodaustralia.org.au/wp-content/uploads/2014/01/Statement-of-Inclusion-2016.pdf](#) [accessed 29 May 2019].

⁶ A range of factors are considered as ‘barriers’. They can be child specific such as behaviour or physical and social limitations; related to educator skills and training; issues with parents, including their expectations or difficulties in communication; related to the physical environment, or the program structure, or challenges in the supervision of all children ([Inclusion Support Portal - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#)).

⁷ UNESCO (2012). Cited in Forlin, C.; Chambers, D.; Loreman, T.; Deppeler, J. & Sharma, U. (online) [www.aracy.org.au/publications-resources/command/download_file/id/246/filename/Inclusive_education_for_students_with_disability-A_review_of_the_best_evidence_in_relation_to_theory_and_practice.pdf](#) [accessed 29 May 2019].

competence and capacities to succeed, regardless of diverse circumstances and abilities (reflected in the EYLF principles).

Children with additional needs

While there is no national definition of 'additional needs', there are children who may need or require specific considerations or adaptations to participate fully in ECEC services (although not all children with additional needs will require support).

Additional needs may arise for children who:

- have a disability or developmental delay
- are presenting with challenging behaviours
- have a serious medical or health condition, including mental health
- are presenting with trauma-related behaviours.

Meeting the needs and requirements of:

- Aboriginal and Torres Strait Islander children
- children from culturally and linguistically diverse backgrounds
- children from refugee or humanitarian backgrounds
- may also require specific considerations, such as cultural support, to ensure that these children are able to participate fully in ECEC services and experience positive outcomes.

1.2. About the program

The Inclusion Support Program (the program, ISP) is a key component of the Government's Child Care Safety Net, which commenced in July 2016, as an early element of the Child Care Package, introduced in 2018. The Child Care Safety Net aims to give the most vulnerable children a strong start, while supporting parents or carers to increase their activity including work, study and training.

The program provides support for eligible mainstream ECEC services ([Section 3.1](#)) to build their capacity and capability to include children with additional needs, alongside their typically developing peers, so all children have genuine opportunities to access, participate and achieve positive learning outcomes as per the Approved Learning Frameworks (EYLF, Victorian Early Years Learning and Development Framework and My Time, Our Place - Framework for School Age Care in Australia).

The program also assists services to implement a quality, inclusive and equitable practice under the National Quality Framework (NQF) and in accordance with the National Quality Standard (NQS) and Approved Learning Frameworks.

Program and policy intent

The focus of the program is on supporting children with additional needs to participate in ECEC alongside their typically developing peers. It is not a disability program but an inclusion program, which prioritises support for children with additional needs, particularly those with a disability. Primary support is from Inclusion Agencies to build the capacity and capability of services to include children with additional needs. The IDF Subsidy for an Additional Educator funding element of the program is prioritised to supporting children with a diagnosed disability.

The program acknowledges that younger children, in particular, face delays seeking and obtaining disability diagnosis. As such, the program may provide Immediate/Time-Limited support for all children with additional needs (regardless of diagnosis) and ongoing Additional Educator support for children under six years of age in Centre-Based Day Care (excluding Outside School Hours Care), without a diagnosed disability or awaiting a disability diagnosis. This aligns with the National Disability Insurance Scheme (NDIS) Early Childhood Early Intervention (ECEI) approach, which provides support for children under six who have a developmental delay or disability.

Services with older children with additional needs are encouraged to discuss the types of support available with their Inclusion Agency and consider flexible and responsive solutions to inclusion barriers through Innovative Solutions Support.

1.3. Legislative authority

The program's legislative authority has been established through its inclusion in Schedule 1AB of the *Financial Framework (Supplementary Powers) Regulations 1997 (Financial Framework (Supplementary Powers) Amendment (2015 Measures No. 9) Regulation 2015* refers).

1.4. Purpose of the guidelines

These guidelines contain information for eligible ECEC services about the program, including:

- program objectives, guiding principles and desired outcomes
- types of inclusion support available
- eligibility criteria and requirements
- how to access inclusion support.

The guidelines first came into effect on 1 July 2016 and are updated periodically by the Department of Education, Skills and Employment ('the department') and published on its website. Services and ISP contractors will be advised in writing of any changes to these guidelines (through existing departmental communication methods).

1.5. Program objectives, guiding principles and desired outcomes

The program's objectives are to:

- support eligible mainstream ECEC services to improve their capacity and capability to provide quality inclusive practices for all children, to address access and participation barriers and to support the inclusion of children with additional needs, with their *typically developing peers*⁸
- provide parents or carers of children with additional needs with access to appropriate and inclusive ECEC services that assist those parents or carers to increase their activity including work, study and training.

The guiding principles that underpin ongoing program delivery are:

- **Access** – eligible services, regardless of their geographic location or service type, have equitable access to support from the program to include children with additional needs.
- **Participation** – the program supports the active and meaningful participation of all children, including children with additional needs, in eligible mainstream services.
- **Strengths-based approach** – the existing capacity and capability of eligible services as well as children's strengths, skills and knowledge will be the starting point for determining the type and intensity of inclusion assistance and support required.
- **Child-centric** – the program first and foremost focuses on the inclusion of children with additional needs. The goal is to provide opportunities for children to learn and develop alongside their typically developing peers (acknowledging the context of the child's development, the service's emerging capacity and capability and that parents have a prior right to choose the kind of education that shall be given to their children⁹).
- **National consistency** – across the nation, the program is delivered in an efficient, flexible, culturally appropriate and timely manner and is tailored to meet the inclusion needs of eligible services and the children participating in those services (outlined in the NQF and elements of the [NQS](#)).¹⁰
- **Integrated approach** – ISP contractors will work collaboratively with each other, State Regulators, the Australian Children's Education and Care Quality Authority (ACECQA) and other community and service providers, for example National Disability Insurance Scheme (NDIS) Early Childhood Early Intervention (ECEI) Partners, In Home Care Support Agencies and Settlement Service providers (see Links to relevant programs [Appendix 3](#)) to support an integrated approach to service delivery that respects diversity and inclusion.
- **Continuous capability development and resilience** – services receiving support through the program will endeavour to work towards high quality and responsive practices and commit to continuously improving their inclusive practice by encouraging and adopting innovative, tailored, flexible and creative solutions to inclusive practice in their service and sharing best practice inclusion information with other services in the sector.
- **Workforce participation** – the program recognises and supports parents or carers of children with additional needs to participate in the workforce and/or recognised activities (including study and training).

The desired outcomes of the program include:

⁸ Note: there is scope for flexibility in the interpretation and application of typically developing peers which may take into account similar-age peers.

⁹ Article 26 of the Universal Declaration of Human Rights.

¹⁰ The Strategic Inclusion Plan fits within the Quality Improvement Plan under the National Quality Framework.

- services have embedded inclusive practices in their service delivery model and, over time, have increased their capacity and capability to include children with additional needs and have reduced reliance on support from the program
- children with additional needs have an increased representation in mainstream services, commensurate with their representation in the overall population
- parents or carers of children with additional needs have better access to and are aware of appropriate and inclusive services that support their workforce, study or training choices.

1.6. Evaluation of the program

The program will be evaluated as part of the broader evaluation of the Child Care Package. The evaluation will assess the effectiveness of the program and the extent to which the objectives and desired outcomes ([Section 1.5](#)) have been achieved. All ISP contractors will be required to participate, and ECEC services may elect to participate in evaluation activities.

The measures of success in relation to children with additional needs and their families include:

- an increased number and participation of children with additional needs accessing services
- increased awareness of inclusion support services available for families of children with additional needs
- increased usage (hours) of care as a measure for parents' or carers' increased engagement with the workforce, study or training.
-

The measures of success in relation to services include:

- an increased number of services embedding inclusion strategies and practices (i.e., an increased number of services with a Strategic Inclusion Plan)
- an increase in knowledge, skills and confidence of educators in implementing inclusive strategies and practices (i.e., an increased capacity and capability to include children with additional needs)
- greater awareness among services about support provided by Inclusion Agencies
- an increased number of services receiving support from Inclusion Agencies
- improved assessment and rating for the elements relating to inclusion in the NQS.

In addition, the performance of ISP contractors, including Inclusion Agencies ([Section 2.1](#)) and the Inclusion Development Fund Manager ([Section 2.2](#)) will also be monitored and evaluated in relation to the measures of success.

Data to support the evaluation of the program will be obtained from a range of sources including management information and other administered data from a web-based application called the Inclusion Support Portal (which includes relevant Inclusion Support Program data entered through the child care software and Provider Entry Point (PEP)), and data sets from the Australian Bureau of Statistics and the Australian Early Development Census.

1.7. Alignment with the NDIS Early Childhood Early Intervention approach

The National Disability Insurance Scheme (NDIS) funds a range of supports and services for eligible participants, which may include education, social participation, independence, living arrangements and health and wellbeing. The types of supports that the NDIS may fund for an individual child include:

- therapeutic supports for all areas of developmental need
- help by skilled personnel in aids or equipment assessment, set up and training
- mobility equipment.

The NDIS and ISP, although separate programs, are both directed at the inclusion of children with additional needs but do not replace the support provided by services under the *Disability Discrimination Act 1992* and the *Disability Standards for Education (2005)*.

The NDIS Early Childhood Early Intervention (ECEI) approach supports children in the early years (from birth to six years of age) who have a developmental delay or disability and their families or carers. [ECEI Partners](#) around Australia deliver the ECEI approach and connect children and their families or carers to the most appropriate supports and services in their area to help achieve goals and to build skills and independence. ECEI Partners provide short-term early intervention and, if necessary, will request NDIS access for longer-term supports.

It is beneficial for services and ISP contractors to have an understanding of the NDIS ECEI approach and the different supports available to children and their families or carers and to work collaboratively to achieve quality inclusive practices for children. It is important to note that while the ISP supports services and educators to focus on the inclusion needs of all children and address barriers that lead to exclusion, the NDIS ECEI funds reasonable and necessary supports that are related to an individual's support needs.

Further information about NDIS ECEI support can be accessed through the [NDIS website](#).

2. Roles and responsibilities

2.1. Inclusion Agencies

2.1.1. Who are they?

The department currently funds seven Inclusion Agencies across eight states and territories ('jurisdictions') to work with eligible ECEC services in their jurisdiction to build their capacity and

capability to provide and embed inclusive practice and address barriers to inclusion experienced by children with additional needs.

2.1.2. What do they do?

Inclusion Agencies establish a network of inclusion professionals to provide tailored support to services in their jurisdiction, to ensure the inclusion of children with additional needs through capacity and capability building. Inclusion Agencies work with services to create solutions that address barriers to inclusion. This support must be appropriate (responsive and timely) and reflect the demographics and needs of the services and children within the service and may include (but is not limited to):

- site visits to services to consider, examine and review care environments and existing inclusion capability and assist with reflective practice to support children's learning consistent with the EYLF and other Approved Learning Frameworks
- practical advice and strategies on effective and quality inclusive practice, including techniques for improvement and solutions to address particular barriers
- assistance to develop and/or review a Strategic Inclusion Plan ([Section 5.1](#))
- support to access the Inclusion Support Portal to complete a Strategic Inclusion Plan ([Section 5.2](#))
- facilitating access to the Specialist Equipment Library (Sections [2.1.3](#) and [5.4](#))
- reviewing and endorsing (or non-endorsement of) applications for support under the Inclusion Development Fund ([Section 4](#)).

Where feasible and appropriate Inclusion Agencies may also use technologies such as teleconferencing, email, social networking and other developments in information technology to deliver inclusion support to services. For example, technology such as Skype may be appropriate to facilitate communication in remote areas or across jurisdictions.

2.1.3. Management of the Specialist Equipment Library

Each Inclusion Agency manages a Specialist Equipment Library for services in their jurisdiction to loan items of specialist equipment that facilitate and support the inclusion of a child (or children) with additional needs.

Equipment available from the Specialist Equipment Library may include (but is not limited to):

- portable ramps to create access to the care environment
- standing frames and full support swings to allow a child (or children) with high physical needs to participate in the daily program and activities
- hoists, slings, harnesses, change tables, toilet sets or steps, potty chairs, mobile stools and seating or posture aids for educators to assist them to lift and transfer children safely when carrying out basic care functions such as changing or going to the toilet
- specialised inclusion toys such as sensory or switch toys
- specialised furniture such as chairs, tables, desk and positioning equipment
- communication cards or charts, and Auslan dictionaries to enable the child (or children) and educators to communicate effectively
- resources to support the inclusion of Indigenous children and children from culturally and linguistically diverse backgrounds, such as books in languages other than English.

Equipment not available from the Specialist Equipment Library includes (but is not limited to):

- therapeutic equipment (for example, hearing aids and therapist tables)
- equipment that the service would reasonably be expected to supply as part of the provision of a quality early learning environment
- equipment that the parent or carer would reasonably be expected to supply for their child (for example, wheelchairs, walking frames and body suits)
- equipment for which there are hygiene issues (for example, padded cots)
- equipment provided under the National Disability Insurance Scheme (NDIS).

2.1.4. How to access support from Inclusion Agencies

Services seeking Inclusion Agency support may self-refer directly via telephone or email. Inclusion Agencies are also expected to engage with services directly to offer inclusion support (especially those services that have not been aware of the assistance available under the program and those communities that have higher concentrations of additional needs). Following initial support from an Inclusion Agency through face-to-face visits or other communication methods (for example, via online/email), the specific arrangements for accessing support from an Inclusion Agency are outlined on the relevant Inclusion Agency website.

Contact details for the Inclusion Agency in each jurisdiction are available on the [department's website](#).

2.2. Inclusion Development Fund Manager

2.2.1. Who are they and what do they do?

The Inclusion Development Fund Manager is contracted to the department to provide nationally consistent and equitable management of the Inclusion Development Fund (IDF) ([Section 4.1](#)). It is the single national organisation that is responsible for:

- ensuring a nationally consistent application of these guidelines, and any other information provided by the department, when assessing, managing and administering the Inclusion Development Fund
- facilitating equitable access to Inclusion Development Fund assistance for all eligible ECEC services
- assessing all Inclusion Development Fund applications from services ([Section 10](#))
- determining an outcome for all applications ([Section 10.2](#)) made to the Inclusion Development Fund against the eligibility criteria contained in these guidelines and where appropriate approves (or declines) Inclusion Development Fund applications.
- processing and notifying services of the outcome of their (approved or declined) application ([Section 10.2](#)) according to the following timeframes:
 - within 5 business days of application receipt, for applications for the IDF Subsidy for Immediate/Time-Limited Support and urgent IDF Innovative Solutions Support
 - within 15 business days of receipt, for applications for the IDF Subsidy for an Additional Educator, the IDF Family Day Care (FDC) Top Up and routine IDF Innovative Solutions Support applications.
- notifying services and the relevant Inclusion Agency within 5 business days if the application is incomplete and seeking further information necessary to process the application

- responding to all enquiries within 5 business days
- maintaining an up-to-date website with information on the Inclusion Development Fund, and a 1800 phone number to respond to enquiries and provide guidance on applying for the Inclusion Development Fund.

While the Inclusion Development Fund Manager is responsible for approving or rejecting applications for funding ([Section 10](#)), payment is made directly to the service by the department and occurs retrospectively following a claims process, or after acceptance of a Letter of Offer for Innovative Solutions Support ([Section 11](#)).

2.2.2. Communication, appeals and complaints

The Inclusion Development Fund Manager must engage with services, Inclusion Agencies and families about the Inclusion Development Fund, including providing information about, and support to meet eligibility requirements, application processes, funding levels and responding to queries and complaints. Information about communication processes, including complaints mechanisms and appeals processes is available on the Inclusion Development Fund Manager’s website, which can be accessed through the [department’s website](#).

2.2.3. Compliance monitoring

The Inclusion Development Fund Manager and the department undertake regular compliance checks on services accessing Inclusion Development Fund support to confirm the Inclusion Development Fund is being used in accordance with the service’s approved application. Services must meet all reasonable requests from the Inclusion Development Fund Manager or the department in a timely way ([Appendix 2 A2.3](#)).

3. Who is eligible to apply?

3.1. Services eligible for support through the program

ECEC services eligible for support through the program are services that have been approved by the department for the provision of the Child Care Subsidy (CCS) under the Family Assistance Law. The Family Assistance Law is the basis for Commonwealth child care fee assistance, which includes the Child Care Subsidy and Additional Child Care Subsidy (ACCS). The Family Assistance Law also provides for the approval of services to administer the Child Care Subsidy on behalf of families.

Eligible services and available support

Centre-Based Day Care; Long Day Care and Occasional Care (except Specialist Services):

- Inclusion Agency support
- IDF Subsidy for an Additional Educator, for children with diagnosed disability and children with additional needs (under six years of age)
- IDF Subsidy for Immediate/Time-Limited Support, for children with diagnosed disability and children with additional needs
- IDF Subsidy for Innovative Solutions Support

Outside School Hours Care; before school, after school, and vacation care:

- Inclusion Agency support
- IDF Subsidy for an Additional Educator, for children with diagnosed disability and children with additional needs (under six years of age in Centre-Based Day Care, excluding children in Outside School Hours Care)
- IDF Subsidy for Immediate/Time-Limited Support, for children with diagnosed disability and children with additional needs
- IDF Subsidy for Innovative Solutions Support

Family Day Care:

- Inclusion Agency support
- IDF Family Day Care Top Up

The child (or children) the service is seeking to include through support from the program must meet the eligibility requirements for the [Child Care Subsidy](#).

3.1.1. Centre-Based Day Care services providing a kindergarten/preschool program

Centre-Based Day Care services that provide state or territory government funded kindergarten/preschool programs are eligible to apply to access Inclusion Agency support and Inclusion Development Fund support for the hours of care that attract Child Care Subsidy funding.

Accessing Inclusion Development Fund support for a child participating in a kindergarten/preschool program in a Centre-Based Day Care service

Where a state or territory government provides funding to support a kindergarten/preschool program in a Centre-Based Day Care, the service may apply for the IDF Subsidy for an Additional Educator for all the hours in which a child receives Child Care Subsidy.

For example, if the child attends a total of 30 hours per week, of which 15 hours are a kindergarten/preschool program that receives funding from the state government, the service is still entitled to IDF Subsidy for an Additional Educator for those hours, up to the maximum of 25 hours per week.

3.1.2. Other relevant organisations

The department, at its discretion, may provide grant funding under the IDF Innovative Solutions Support stream to relevant organisations (including ECEC peak bodies, inclusion specialists, disability organisations and other inclusion entities) for the purposes of developing and implementing collaborative and strategic projects that promote high level innovation and support for inclusive practice ([Section 9.3](#)).

3.2. Services not eligible for support through the program

Services not listed in [Section 3.1](#) (above) are not eligible for support from the program.

Services not eligible for support from the program, include (but are not limited to)

- In Home Care services (note: IDF Innovative Solutions Support funding can be provided for projects to support the transition of children from In Home Care to other service types)
- Specialist ECEC services
- State and territory government occasional care, preschools, kindergartens and early intervention services.

3.2.1. Specialist services

Services specifically designed to meet the needs of children with ongoing high support needs are considered specialist services. By their nature, specialist services have inherent capacity and capability to include children with ongoing high support needs. Additionally, as generally all of the children enrolled at a specialist service have ongoing high support needs, the environment does not provide an opportunity for the inclusion of children with additional needs in a mainstream care environment with their typically developing peers, which is a key objective of the program. Given this, specialist services are not eligible for assistance under the program.

4. Funding support under the program

4.1. Inclusion Development Fund

4.1.1. Description

The Inclusion Development Fund (IDF) provides funding to assist eligible ECEC services ([Section 3.1](#)) to address barriers to inclusion that cannot be resolved by support provided by an Inclusion Agency ([Section 2.1](#)) or the Specialist Equipment Library (Sections [2.1.3](#) and [5.4](#)). There are four discrete streams of Inclusion Development Funding support which have the same broad application process, although there are slight variations to eligibility criteria, assessment and approved funding purposes.

IDF Funding streams

1. IDF Subsidy for Immediate/Time-Limited Support

2. IDF Subsidy for an Additional Educator
3. IDF Subsidy for Family Day Care (FDC) Top Up
4. IDF Innovative Solutions Support

Sections 6 – 9 of these guidelines provide further detail about how to apply for funding under each of these four Inclusion Development Fund streams.

4.1.2. Available funding

Applications for funding can be made at any time during the program to provide responsive support to services as they enrol children with additional needs. Applications will be considered on their merits, and the approval of any application made under any stream of the Inclusion Development Fund is contingent on the availability of funding.

The Inclusion Development Fund has an annual capped funding allocation, which is set each financial year. In the event that demand exceeds available funding allocated within the capped program, funding will be prioritised to support children with a diagnosed disability and children awaiting a disability diagnosis. The Inclusion Development Fund Manager can advise Inclusion Agencies and services about the availability of funding.

The program does not prescribe an explicit list of additional needs, disabilities or vulnerabilities (including medical conditions) that determines whether or not the service is eligible to access funding under the Inclusion Development Fund. The service seeking funding is responsible for demonstrating that due to the needs of the child (or children), and the inclusion barriers within the care environment, funding support is required to meet the needs of all children. This is done through the development of a Strategic Inclusion Plan ([Section 5.1](#)), in collaboration with its Inclusion Agency ([Section 2.1](#)) and supported by information provided in the application.

4.1.3. Conditions of funding

The Conditions of Funding outline the requirements the service must adhere to if approved for funding. By agreeing to the Conditions of Funding the service declares it has prepared the application in accordance with these guidelines and will use funding only for the approved purposes and as detailed in the application and approval given. An Inclusion Development Fund application can only be submitted and considered for approval by the Inclusion Development Fund Manager if the service agrees to the Conditions of Funding ([Appendix 1](#)). The service must notify the Inclusion Development Fund Manager of any changes to the circumstances in the original application if applicable.

4.1.4. Non-approved purposes for funding

Services are required to meet the requirements of National Law and Regulations and the Inclusion Development Fund cannot be used by services to meet these obligations or to fund services for support that is appropriately provided by another entity.

Inclusion Development Fund support cannot be approved for the following purposes:

- one-to-one support for a specific child for the majority of time they are in the care environment, or the majority of time Inclusion Development Fund support is requested
- assistance to meet licensing requirements outlined in the [National Regulations](#) (or relevant state or territory legislation) [including educator to child ratios](#) and adequate supervision
- to subsidise an additional educator to solely administer medical/nursing assistance¹¹ or backfill an existing staff member to do so. Medical/nursing assistance is defined as anything that is not covered by general first aid procedures and that requires specific training. Examples of medical/nursing assistance include:
 - administration of insulin and monitoring of glucose levels
 - oxygen administration and monitoring
 - percutaneous endoscopic gastrostomy (PEG) feeding
- assistance for which funding is the responsibility of a state or territory government, other Australian Government programs or other bodies (including school education)
- to provide assistance to access other services, such as one-to-one early intervention or therapy sessions
- ‘fill a gap’ between when the service applies for longer-term IDF Subsidy for an Additional Educator and when an approval for this IDF stream may be given.
- address circumstances that result in temporary barriers to inclusion, such as short-term or one-off increases in children’s attendance, or child injury (e.g. a broken leg), illness or related treatments (e.g. recovery from surgery)
- the provision of transportation of a child to/from the service, on transport not operated by the educator or service. (Note: the department may consider and grant approval for exceptional cases such as transitioning a child (or children) from an In Home Care service to an eligible ECEC service.)

¹¹ The Education and Care Services National Regulations 2011 set out regulations around services for managing medical conditions of children (Regulations 90, 91 and 92 refer). In summary, approved services must have a policy and appropriate processes for managing medical conditions. For further details see the [Guide to the Education and Care Services National Law and the Education and Care Services National Regulations 2011](#).

The IDF FDC Top Up cannot be approved to engage an additional educator in a Family Day Care environment.

In addition, the IDF Innovative Solutions Support cannot be used for the following purposes:

- purchasing specialist equipment or resources
- medical and therapeutic interventions
- settlement services for migrants where funding is available through other programs
- support where more appropriate funding is available through an alternative Inclusion Development Funding stream
- support where more appropriate funding is provided by state/territory governments or other agencies or through other Australian Government programs.

Note: if services would like to seek clarification regarding non-approved purposes they should talk to the Inclusion Development Fund Manager in the first instance or contact the [ISP inbox](mailto:ISP_inbox@education.gov.au) (InclusionSupportProgram@education.gov.au).

4.1.5. Assessment and approval of Inclusion Development Fund applications

Inclusion Agencies work with the Inclusion Development Fund Manager and in adherence with these guidelines to initially screen funding applications. Inclusion Agencies will not endorse a funding application that does not meet these guidelines and application requirements.

The Inclusion Development Fund Manager ([Section 2.2](#)) assesses, and where appropriate approves or declines Inclusion Development Fund applications ([Section 10](#)) for all streams of funding from services to ensure a nationally consistent and equitable application of the Inclusion Development Fund eligibility requirements contained in these guidelines.

4.1.6. Exemptions

Where it can be demonstrated that exceptional circumstances exist, additional support may be considered on a case-by-case basis and approved by the department.

5. Framework for accessing support

5.1. Development and review of a Strategic Inclusion Plan

A Strategic Inclusion Plan is an inclusion assessment and planning tool for eligible ECEC services that includes short and longer-term strategies for improving and embedding inclusive practice. The development of a Strategic Inclusion Plan, guided by the Inclusion Agency, recognises current

inclusive capacity and capability and outlines objectives for quality inclusion practices. The Strategic Inclusion Plan will include an inclusion profile for each care environment in which the service is seeking support.

The Strategic Inclusion Plan should be regarded as a 'living' document, implemented, updated on a continual basis and reviewed within a 12-month period. A Strategic Inclusion Plan should reflect any changes and record the progress made. The 12-month review provides an opportunity to evaluate all barriers and strategies including specialist equipment item/s that are on loan through the Specialist Equipment Library.

Following initial support from an Inclusion Agency ([Section 2.1.4](#)) through face-to-face visits or other communication methods (e.g. via online/email), all services receiving support through the program must develop a Strategic Inclusion Plan. The Inclusion Agency can provide assistance to services to develop their Strategic Inclusion Plan through initial meetings. The development of a Strategic Inclusion Plan is the mechanism for accessing ongoing support from the program and is necessary to obtain funding through the Inclusion Development Fund. Once completed, a Strategic Inclusion Plan must be reviewed by the Inclusion Agency.

A Strategic Inclusion Plan must identify the:

- barriers that impact on the service's capacity to include children with additional needs
- proposed strategies to address barriers to inclusion, which may include (but are not limited to):
 - changes to educator practices, planning, policy, physical environment and experiences to increase the participation of children with additional needs and embed inclusive practice in the care environment
 - specialised inclusion training, mentoring or coaching, or specific inclusion resources required by educators
 - developing policies and practices the service may use to support future inclusion
 - identifying resources and support services available in the local community to assist with the inclusion of children with additional needs
 - developing a project to support the inclusion of a child (or children) and build educator skills, knowledge and confidence
 - accessing an Additional Educator to increase educator to child ratios above the minimum requirements mandated in the National Regulations (or relevant state or territory legislation).

5.2. Completion of a Strategic Inclusion Plan through the Inclusion Support Portal

The Inclusion Support Portal is the avenue through which services interact with the program to complete their Strategic Inclusion Plan online and apply for funding through any of the four streams of the Inclusion Development Fund.

The service will need to ensure they have access to the Inclusion Support Portal. Once the service has made initial contact with its Inclusion Agency to seek support ([Section 2.1.4](#)), the Inclusion

Agency may generate a shell Strategic Inclusion Plan. The service may commence developing a Strategic Inclusion Plan immediately or wait to develop it in collaboration with their Inclusion Agency during a site visit.

Where the service does not have the necessary infrastructure to support the Inclusion Support Portal, a paper-based Strategic Inclusion Plan is available through the Inclusion Agency. A paper-based Strategic Inclusion Plan may also be completed by a Family Day Care Coordination Unit to engage in service-wide inclusion planning.

5.3. Identification of additional support

Through the development of a Strategic Inclusion Plan, an inclusion barrier (or barriers) may be identified that cannot be resolved by support from an Inclusion Agency alone, which may require additional intervention to address. In these circumstances, the program provides further support to services through the Specialist Equipment Library (Sections [2.1.3](#) and [5.4](#)) and the Inclusion Development Fund ([Section 4](#)).

5.4. Accessing specialist equipment through the Specialist Equipment Library

The service's need for specialist equipment ([Section 2.1.3](#)) must be identified through the development of its Strategic Inclusion Plan, or recommended by a relevant professional, such as an occupational therapist or physiotherapist, with knowledge of the child's biomechanical functional needs. If equipment is recommended by a relevant professional, the Inclusion Agency must endorse and agree to the recommendation before an application is submitted.

A Strategic Inclusion Plan must be completed by the service in receipt of equipment through the Specialist Equipment Library within a set timeframe, as agreed by the Inclusion Agency. This means that specialist equipment may be delivered to the service before a Strategic Inclusion Plan is completed, and this consideration will form part of the loan agreement with the Specialist Equipment Library, as determined by the Inclusion Agency.

It is the responsibility of each service accessing equipment from the Specialist Equipment Library to ensure it is fitted by an appropriate professional. In some cases, an occupational therapist or physiotherapist who has knowledge of the child's biomechanical functioning and needs may be required.

Before accessing equipment from the Specialist Equipment Library, the service must sign a Loan Agreement Form with its Inclusion Agency, which sets out the Terms and Conditions associated with borrowing equipment from the Specialist Equipment Library. The process for accessing equipment from the Specialist Equipment Library, including expected timeframes, transportation arrangements, return arrangements and the Terms and Conditions associated with borrowing the equipment are determined by each Inclusion Agency. The Inclusion Agency or inclusion professional will follow-up with the service after receiving the equipment to ensure that the equipment meets the desired

needs of the service (i.e., addresses the barriers identified in the Strategic Inclusion Plan) and the equipment is being used appropriately and correctly by educators within the service.

The service can access information about the Specialist Equipment Library directly from its Inclusion Agency. Contact details for the Inclusion Agency in each jurisdiction are available on the [department's website](#).

5.5. Provision of documentary evidence

The service seeking to apply for the IDF Subsidy for an Additional Educator or IDF FDC Top Up must provide current (dated within 12 months if not a permanent disability), signed, or otherwise validated documentation, by relevant professionals that confirms the child has ongoing high support needs. This may include children with a diagnosed disability¹² (including developmental delay), or a current and ongoing assessment for disability, or other additional needs.

Documentary evidence can be provided by a range of relevant professionals including (but not limited to):

- registered psychologists
- allied health professionals (for example, speech pathologists, physiotherapists and audiologists) or social workers and family counsellors
- qualified medical practitioners
- registered nurses or nurse practitioners, including Maternal and Child Health nurses.

Documentary evidence may include (but is not limited to):

- the child's health care card stating the disability code
- evidence that the child is a NDIS participant under Section 28 of the NDIS Act 2013
- diagnosis by a qualified medical/health practitioner or registered psychologist
- a report or supporting documentation signed by an allied health professional, registered nurse or nurse practitioner, Maternal and Child Health nurses, social worker/family counsellor of the current and ongoing assessment of a child
- an appointment letter or referral for an assessment by a qualified medical/health practitioner or registered psychologist
- supporting documentation, such as a diagnostic report, signed by a qualified medical/health practitioner, registered psychologist or social worker
- documentation stating a child's eligibility for Child Disability Allowance or parent or carer eligibility for Carers Allowance with respect to the child.

Services that experience difficulty obtaining sufficient documentary evidence should discuss those issues with their Inclusion Agency. The Inclusion Development Fund Manager and/or the department may consider alternative documentary evidence on a case-by-case basis.

Documentary evidence that has been supplied by the parent or carer to their child's service can be shared with a different service following a change in their child's enrolment, if the service requires support from the Inclusion Development Fund. The parent or carer must provide their consent that the service is able to view documentary evidence previously provided for the purposes of the

¹² If the additional need is disability, the service should be guided by the ['Guide to Social Security Law, 1.1.R.90 Recognised disability CA \(child\)'](#) in considering the impact of the child's disability.

Inclusion Development Fund. The parent or carer may also elect to provide the documentary evidence themselves or update the documentary evidence provided.

5.5.1. Evidence of permanent disability

Documentary evidence that supports permanent disability will not be required to be submitted with future applications while the child is enrolled at the same service (see provision of permission to share personal information [Section 5.6](#)).

5.6. Provision of permission to share personal information

The documentary evidence requirements outlined above require parents or carers to share personal information about their child's additional needs with their service, and to disclose the information to the Inclusion Agency, Inclusion Development Fund Manager and the department, to use for the purpose of administering Inclusion Development Fund support.

To ensure adherence to the requirements of the [Australian Privacy Principles](#) contained within the *Privacy Act 1988 (Cth)* ([Appendix 2](#)), parents or carers are required to sign a Permission to Share Personal Information Form between the service and the parent or carer. The form is provided by the Inclusion Agency and the signed form must be attached in the Inclusion Support Portal with the documentary evidence to support the application for funding.

Where a parent or carer has previously provided documentary evidence for the purposes of the program, they can consent to this information being provided to the service that has subsequently enrolled their child. This will be supported through the Inclusion Support Portal.

5.7. Conditions of funding

The service must agree to the Conditions of Funding ([Section 4.1.3](#) and [Appendix 1](#)) before an Inclusion Development Fund application can be submitted and considered for approval by the Inclusion Development Fund Manager.

5.8. Submitting an application for funding

Inclusion Development Fund applications must be completed adhering to specific requirements (see relevant sections under each Inclusion Development Fund support stream) and submitted through the Inclusion Support Portal after endorsement by the Inclusion Agency.

6. Applying for IDF Subsidy for Immediate/Time-Limited Support

Eligible services are

1. Centre-Based Day Care
2. Outside School Hours Care

6.1. Description

The IDF Subsidy for Immediate/Time-Limited Support provides a significant Commonwealth funding contribution to subsidise the short-term employment of an Additional Educator to support the inclusion of a child with high support needs, while an alternative and more stable solution is being determined.

If services believe longer term support will be required beyond 12 weeks, then services should apply for IDF Subsidy for an Additional Educator in the first instance.

The IDF Subsidy for Immediate/Time-Limited Support is available to support the inclusion of children with additional needs, including children with or without a disability diagnosis.

Note: Additional Educators do not provide individual (one-to-one) support for a child who has additional needs, as they work as a team with other educators to include all children within the care environment.

Funding support may be approved to address an immediate barrier or barriers to a child's inclusion, such as helping the service ensure a successful and safe transition for a child into the most appropriate care environment, while enabling the service to cater for the needs of all children.

Refer to Sections [4.1.2](#) and [4.1.4](#) for approved and non-approved purposes of funding.

6.2. Application requirements for the IDF Subsidy for Immediate/Time-Limited Support

6.2.1. Development of a Strategic Inclusion Plan

As the intention of funding is to be highly responsive, the service seeking the IDF Subsidy for Immediate/Time-Limited support is not required to complete a Strategic Inclusion Plan at the time of application. The service is however required to develop a short project outline in the Inclusion Support Portal, identifying the barriers to inclusion and strategies the service intends to implement

with an increased educator to child ratio for a time-limited period and have its application endorsed by its Inclusion Agency, prior to applying for funding. The service is required to complete the Strategic Inclusion Plan (Sections [5.1](#) and [5.2](#)) following the assessment and outcome of the application.

6.2.2. Documentary evidence

Documentary evidence is not required for the IDF Subsidy for Immediate/Time-Limited Support.

6.2.3. Conditions of Funding

The service must agree to the Conditions of Funding ([Section 4.1.3](#) and [Appendix 1](#)).

6.3. Submitting an application for the IDF Subsidy for Immediate/Time-Limited Support

An application for the IDF Subsidy for an Immediate/Time-Limited Support applies to the care environment where an inclusion barrier is present. If the service is seeking the IDF Subsidy for Immediate/Time-Limited Support for children across different care environments, separate applications are required. An application can be approved for up to 12 weeks.

An application for the IDF Subsidy for Immediate/Time-Limited support requires the following information from the service:

- enrolment details of the eligible child
- the days and hours of attendance of the eligible child
- the total number of hours the service requires access to an Additional Educator each week
- the length of the approval period required
- the total number of Additional Educators the service requires; if more than one in the same care environment
- details of whether the service requires access to an Additional Educator for pupil free days the child may attend the service
- the context of the care environment, including the number and ages of children and the number of educators in the environment
- the project outline, including the immediate barriers to inclusion and the strategies to address the barriers while an alternate and more stable solution is being determined to support the child's longer-term inclusion.

The Inclusion Development Fund application is submitted through the Inclusion Support Portal for consideration by the Inclusion Development Fund Manager, once the application requirements ([Section 6.2](#)) have been completed and the application has been reviewed by the Inclusion Agency.

6.4. Rates and limits

Care Type	Subsidy rate (\$/hour)	Hourly limit	Approval period	Weekly hourly limit
Centre-Based Day Care, Out of School Hours Care	\$23.00	Up to 150 hours per child	Up to 12 weeks per year, from the approval date	Up to 25 hours per week
Vacation Care	\$23.00	Up to 150 hours per child	Up to 12 weeks per year, from the approval date	Up to 40 hours per week

[Section 6.4](#) outlines the maximum hourly limits and approval periods that apply to a single educator subsidised by the IDF Subsidy for Immediate/Time-Limited Support.

6.4.1. Pupil free days

The service is eligible to apply for the IDF Subsidy for Immediate/Time-Limited support where a child (or children) on a pre-existing Inclusion Development Fund case attends the service on a pupil free day. A maximum of 1 pupil free day, at 8 hours per day, can be approved over a 12 week approval period of an Inclusion Development Fund case.

7. Applying for the IDF Subsidy for an Additional Educator

Eligible services are

1. Centre-Based Day Care
2. Outside School Hours Care

7.1. Description

The IDF Subsidy for an Additional Educator provides a significant Commonwealth funding contribution to subsidise the longer-term employment of an Additional Educator to support the inclusion of a child (or children) with high ongoing support needs.

The IDF Subsidy for an Additional Educator is available to support the inclusion of children:

- with a disability diagnosis, in Centre-Based Day Care and Outside School Hours Care services
- with additional needs, including those awaiting a disability diagnosis, in Centre-Based Day Care services
- with a current and ongoing assessment for disability diagnosis, in Outside School Hours Care services.

As a capped program, in the event demand exceeds the available annual budget, funding will be prioritised in the following order:

- children with a diagnosed disability
- children awaiting a disability diagnosis
- other children with additional needs.

Note: Additional Educators do not provide individual (one-to-one) support for a child who has additional needs, as they work as a team with other educators to meet the needs of all children within the care environment.

Refer to Sections [4.1.2](#) and [4.1.4](#) for approved and non-approved purposes of funding.

7.2. Application requirements for the IDF Subsidy for an Additional Educator

7.2.1. Development of a Strategic Inclusion Plan

The service must complete a Strategic Inclusion Plan in the Inclusion Support Portal, in collaboration with its Inclusion Agency (Sections [5.1](#) and [5.2](#)), before applying for the IDF Subsidy for an Additional Educator. If the development of a Strategic Inclusion Plan identifies a barrier to inclusion for which an Additional Educator is the most appropriate solution, the Inclusion Agency will support the service by reviewing their application for funding.

7.2.2. Provision of documentary evidence

The service must attach the documentary evidence ([Section 5.5](#)), provided by the parent or carer, in the Inclusion Support Portal.

7.2.3. Provision of Permission to Share Personal Information Form

The service must attach the permission to share personal information ([Section 5.6](#)), provided by the parent or carer, in the Inclusion Support Portal.

7.2.4. Conditions of Funding

The service must agree to the Conditions of Funding ([Section 4.1.3](#) and [Appendix 1](#)).

7.3. Submitting an application for the IDF Subsidy for an Additional Educator

An application for the IDF Subsidy for an Additional Educator applies to the care environment where an inclusion barrier (or barriers) is present. If the service is seeking the IDF Subsidy for an Additional Educator for children across different care environments, separate applications are required. An application can be approved for up to 52 weeks. An application for the IDF Subsidy for an Additional Educator requires the following information from the service:

- documentary evidence and enrolment details of the eligible child (or children)
- the days and hours of attendance of the eligible child (or children)
- the total number of hours the service requires access to an Additional Educator each week
- the total number of Additional Educators the service requires; if more than one in the same care environment
- details of whether the service requires access to an Additional Educator for pupil free days the child (or children) may attend the service
- the context of the care environment, including the number and ages of children and the number of educators in the environment
- the inclusion profile and inclusion planning, including the current barriers to inclusion and the strategies and actions to address the barriers for the care environment (provided in the Strategic Inclusion Plan).

The Inclusion Development Fund application is submitted through the Inclusion Support Portal for consideration by the Inclusion Development Fund Manager, once the application requirements (outlined at [Section 7.2](#)) have been completed and the application has been reviewed by the Inclusion Agency.

7.4. Rates and Limits

Care Type	Care Arrangement	Subsidy rate (\$/hour)	Hourly limit	Approval period
Centre-Based Day Care, Outside School Hours Care (before and after school)	Single child	\$23.00	Up to 25 hours per week	Up to 52 weeks
	Shared care (more than one child)	\$23.00	Up to 40 hours per week	Up to 52 weeks
Vacation Care	Single child	\$23.00	Up to 40 hours per week	Up to 12 weeks
	Shared care (more than one child)	\$23.00	Up to 50 hours per week	Up to 12 weeks

Section 7.4 outlines the maximum hourly limits and approval periods that apply to a single educator subsidised by the IDF Subsidy for an Additional Educator.

7.4.1. Pupil free days

The service is eligible to apply for the IDF Subsidy for an Additional Educator where a child (or children) on a pre-existing Inclusion Development Fund case attends the service on a pupil free day. A maximum of 6 pupil free days, at 8 hours per day, can be approved over a 52 week approval period of an Inclusion Development Fund case.

7.5. Shared care arrangements

Where more than one child with additional needs is in attendance in the same care environment, the service can explore the use of a shared care arrangement. A shared care arrangement occurs where one Additional Educator is employed to increase the educator to child ratio to enable all educators to support the inclusion of more than one child with additional needs in the care environment.

When completing the Inclusion Development Fund application, the service (in collaboration with its Inclusion Agency) will determine if a shared care arrangement could meet the service's needs. Where a shared care arrangement occurs, the service is eligible for an increased number of subsidised hours for an Additional Educator ([Section 7.4](#)).

7.6. Changes to the care environment

Changes to the care environment may include situations where:

- the child on an approved Inclusion Development Fund case increases or decreases their hours of attendance in the care environment
- more support from an Additional Educator is required due to the enrolment of an additional child with additional and ongoing high support needs
- significant staffing changes, which may result in a loss of inclusion capabilities in the care environment.

The service, in collaboration with its Inclusion Agency, must review:

- the Strategic Inclusion Plan and care environment
- whether additional support of an Additional Educator is required

If the care environment requires a different level of support than the existing Inclusion Development Fund approval, the service must submit a change of circumstances application, following the processes outlined in [Sections 7.2 - 7.3](#) of these guidelines.

When a child on an approved IDF Subsidy for an Additional Educator case, moves into a different care environment within the service; the service, in collaboration with its Inclusion Agency, must

review the Strategic Inclusion Plan and inclusion profile of the different care environment to determine the level of support required.

Where support for the IDF Subsidy for an Additional Educator is required for the different care environment, a new application, or change of circumstances application for the new care environment must be submitted following the processes outlined in [Sections 7.2 - 7.3](#) of these guidelines. Where an extension is required the service can apply to extend the case (see [Section 11.3](#)).

8. Applying for the IDF FDC Top Up

Eligible services are

1. Family Day Care

8.1. Description

The IDF FDC Top Up is available to support eligible Family Day Care services to include children with additional needs, with ongoing high support needs, by providing a top up payment, where including the child results in the educator being unable to enrol the maximum number of children as allowed under the National Law. To access funding, the Family Day Care service must be seeking to include a child (or children) with additional needs, i.e., the child requires significant additional support from the educator, which is over and above what would be expected for children of a similar age in the care environment.

Refer to [Sections 4.1.2](#) and [4.1.4](#). for approved and non-approved purposes of funding.

8.2. Application requirements for the IDF FDC Top Up

8.2.1. Development of a Strategic Inclusion Plan

The Family Day Care service must complete a Strategic Inclusion Plan in the Inclusion Support Portal, in collaboration with its Inclusion Agency, before applying for the IDF FDC Top Up ([Sections 5.1](#) and [5.2](#)). If through the development of a Strategic Inclusion Plan, it can be demonstrated that including a child with additional needs results in the Family Day Care educator being unable to enrol the maximum number of children allowed under the National Law, the Strategic Inclusion Plan will support the service's application for funding.

8.2.2. Provision of documentary evidence

The service must attach the documentary evidence ([Section 5.5](#)), provided by the parent or carer, in the Inclusion Support Portal.

8.2.3. Provision of Permission to Share Personal Information Form

The service must attach the permission to share personal information ([Section 5.6](#)), provided by the parent or carer, in the Inclusion Support Portal.

8.2.4. Conditions of Funding

The service must agree to the Conditions of Funding ([Section 4.1.3](#) and [Appendix 1](#)).

8.3. Submitting an application for the IDF FDC Top Up

An application for the IDF FDC Top Up applies to the Family Day Care educator where the inclusion of a child results in the educator being unable to enrol the maximum number of children as allowed under the National Law. If the Family Day Care service is seeking the IDF FDC Top Up for children across different Family Day Care educators, separate applications are required. An application can be approved for up to 52 weeks.

An application for the IDF FDC Top Up is in the context of the Family Day Care educator. An application for the IDF FDC Top Up requires the following information from the service:

- documentary evidence and enrolment details of the eligible child (or children)
- the days and hours of attendance of the eligible child (or children)
- the total number of hours the service requires the IDF FDC Top Up
- details of whether the service will require support for pupil free days the child (or children) may attend the service
- the context of the care environment, including the number and ages of children in the care environment
- the inclusion profile and inclusion planning, including the current barriers to inclusion and the strategies and actions to address the barriers for the care environment (provided in the Strategic Inclusion Plan).

The IDF FDC Top Up application is submitted through the Inclusion Support Portal for consideration by the Inclusion Development Fund Manager, once the application requirements (outlined at [Section 8.2](#)) have been completed and the application has been reviewed by the Inclusion Agency.

8.4. Rates and limits

Care Type	Subsidy rate (\$/hour)	Hourly limit	Approval period
Family Day Care	\$12.72/hour (2023-24)	Up to 50 hours per week	Up to 52 weeks per year

8.4.1. Pupil free days

The Family Day Care service is eligible to apply for the IDF FDC Top Up where a child (or children) on a pre-existing Inclusion Development Fund case attends the service on a pupil free day. A maximum of 6 pupil free days, at 8 hours per day, can be approved over a 52 week approval period of an Inclusion Development Fund case.

9. Applying for the IDF Innovative Solutions Support

Eligible services are

1. Centre-Based Day Care
2. Outside School Hours Care
3. Family Day Care

9.1. Description

The IDF Innovative Solutions Support is available for eligible ECEC services to fund innovative, flexible and responsive solutions to inclusion where barriers have been identified and cannot be addressed by the support provided by the service's Inclusion Agency. This support is available for solutions to inclusion barriers other than subsidising the employment of an Additional Educator.

The department may also provide the IDF Innovative Solutions Support to relevant organisations (including ECEC peak bodies, inclusion specialists, disability organisations and other inclusion entities) for collaborative and strategic projects that promote high level innovation and support for inclusive practice.

The IDF Innovative Solutions Support aims to provide flexible funding to empower services to carefully consider their inclusion challenges and take an active role in finding solutions, which intrinsically builds inclusion capacity and capability. Examples of approved purposes for which this funding may be used include:

- cultural advice and mentoring including Aboriginal and Torres Strait Islander mentoring and community engagement (for example, services from cultural experts such as Indigenous community elders, bicultural support workers, consultants)
- bilingual support (for example, translating and interpreting services and/or bilingual workers to engage with parents or carers and/or work with educators to help settle a child (or children) from a culturally and linguistically diverse, refugee or humanitarian background)
- collaboration with specialists to obtain specialist advice on how to include a child (or children) with additional needs (including developmental delays, challenging behaviours or severe allergies) beyond the expertise of the Inclusion Agency for example, trauma specialised advice or advice from early childhood intervention specialists or dieticians which may include travel and accommodation costs for the specialist
- specialised inclusion training to ensure and optimise the inclusion of children with additional needs, including those with disabilities and high or complex support needs (such as specific inclusion training support sessions on trauma-informed practice for educators; facilitating inclusion and participation for children with Autism; communicating with and supporting parents or carers of children with additional needs)
- networking and community engagement (for example, service visits to view quality inclusive practices and engage in professional dialogue/conversations or engagement with other agencies to collaboratively manage the successful transition of a child or children with additional needs, for example, In Home Care to mainstream ECEC services).

For non-approved purposes for funding refer to [Section 4.1.4](#).

The IDF Innovative Solutions Support also provides a valuable opportunity to collect new data and inform best practice for including children with additional needs in mainstream ECEC services.

9.2. The service's application for the IDF Innovative Solutions Support

9.2.1. Development of a Strategic Inclusion Plan

Prior to applying for the IDF Innovative Solutions Support, the eligible ECEC service must complete a Strategic Inclusion Plan ([Sections 5.1](#) and [5.2](#)) in collaboration with its Inclusion Agency.

If through the development of a Strategic Inclusion Plan, a barrier (or barriers) to inclusion are identified, for which additional funding support would assist in addressing the identified inclusion barrier, the service may consider making an application under the IDF Innovative Solutions Support. The Strategic Inclusion Plan will form a component of the application for funding. Further requirements for the IDF Innovative Solutions Support are outlined in Sections 9.2.2, 9.2.3, 9.2.4 and 9.3 below.

9.2.2. The IDF Innovative Solutions Support application

To access the IDF Innovative Solutions Support, the service must submit an application (proposal) for funding which has been reviewed by its Inclusion Agency, to the Inclusion Development Fund Manager outlining:

- the inclusion barrier, including a description of the child (or children) the barrier is associated with, and why funding is needed to address it noting this inclusion barrier must be identified in the Strategic Inclusion Plan
- evidence that a Strategic Inclusion Plan has been developed and reviewed by the Inclusion Agency, and the service has considered its internal capacity to address the inclusion barrier including relevant requirements under the NQF and support available from its Inclusion Agency:
 - where the IDF Innovative Solutions Support application is not endorsed by the Inclusion Agency, the service is still entitled to submit its application to the Inclusion Development Fund Manager for assessment and decision.
- evidence that funding for the required purpose is not available elsewhere
- an overview of the intended outcome of funding, including estimated timeframes and milestones
- financial quotes to support the total value of funding being sought, inclusive of GST
- the total duration and value of funding sought and budget breakdown for goods and services to be funded.

9.2.3. Conditions of Funding

The service must agree to the Conditions of Funding ([Section 4.1.3](#) and [Appendix 1](#)).

9.2.4. Assessment criteria for the IDF Innovative Solutions Support

All proposals will be assessed by the Inclusion Development Fund Manager against the following essential criteria with equal weighting:

- the extent to which the proposal would lead to the genuine inclusion of a child (or children) with additional needs
- the extent to which the proposal would lead to enhanced inclusion capacity and capability of the service and educators
- the extent to which the proposal can be realistically implemented
- the capacity of the service and/or eligible applicant to deliver the proposal
- the extent to which no alternative or more appropriate funding sources have been identified or sourced.

All proposals will be assessed against the above essential criteria, but will also take into consideration:

- value for money
- level of risk involved
- quality of deliverables.

The Inclusion Development Fund Manager may seek further information from the service as deemed necessary to determine the merit and likely success of the proposal. Proposals and any attachments lodged with the Inclusion Development Fund Manager become the property of the Australian Government from the date received and will not be returned to the applicant.

9.2.5. Submitting an application for the IDF Innovative Solutions Support

An application for the IDF Innovative Solutions Support may relate to the care environment where an inclusion barrier or barriers are identified. The IDF Innovative Solutions Support may also provide funding for innovative and flexible solutions that are in the context of the whole service. The Inclusion Development Fund application is submitted through the Inclusion Support Portal for consideration by the Inclusion Development Fund Manager once the application requirements ([Section 9.2](#)) have been completed and the application has been signed off by the Inclusion Agency. Where an application is considered as urgent, the Inclusion Agency will also mark the application accordingly.

9.3. Collaborative and Strategic Projects

As specified in the eligibility requirements (Section 3.1.2), the department may consider flexible funding under the IDF Innovative Solutions Support stream to relevant organisations (including ECEC peak bodies, service delivery specialists, disability organisations and other inclusion entities) for the purposes of developing and implementing collaborative and strategic projects that promote high level innovation and support for inclusive practice.

Relevant organisations may approach the department with project proposals including a budget that is supported by quotes and a project plan.

The department may engage directly with relevant organisations to solicit proposals in response to identified needs.

When considering proposals, the department will use the Assessment criteria for the IDF Innovative Solutions Support as outlined in [Section 9.2.4](#).

9.4. Rates and limits

There is no specific range or limit for a single application for the IDF Innovative Solutions Support. The Inclusion Development Fund Manager can approve applications for funding up to \$10,000. Applications seeking more than \$10,000 will initially be considered by the Inclusion Development Fund Manager, who will provide a recommendation to the department, based on the value for money assessment of the proposed application against the criteria outlined in [Section 9.2.4](#).

10. Assessment and outcome of applications

10.1. Assessment of application

The Inclusion Development Fund Manager ([Section 2.2](#)) will assess the service's application for funding under each Inclusion Development Fund stream against the eligibility requirements as per these guidelines and notify the service of the outcome of the application.

Before a funding application for the IDF Subsidy for Immediate/Time-Limited Support or the IDF Subsidy for an Additional Educator is considered, the Inclusion Development Fund Manager will determine whether the service meets the educator to child ratios as required under the National Regulations (or relevant state or territory legislation) to ensure the adequate supervision of children within the particular care environment for which Inclusion Development Fund support is requested.

The Inclusion Development Fund Manager will consider the following in their assessment of the application for the IDF Subsidy for Immediate/Time-Limited Support, the IDF Subsidy for an Additional Educator and the IDF FDC Top Up:

- the additional needs of the child (or children) at this time (including requirements for ongoing high support for the IDF Subsidy for an Additional Educator and the IDF FDC Top Up)
- the details of the barrier (or barriers) to inclusion presented in the care environment, identified (through the project outline or Strategic Inclusion Plan)
- the degree to which an Additional Educator is the most appropriate solution to the identified inclusion barrier/s (applicable only to the IDF Subsidy for Immediate/Time-Limited Support and the IDF Subsidy for an Additional Educator)
- how the requested Additional Educator will be used to implement strategies to address inclusion barriers and facilitate inclusion of all children (applicable only to the IDF Subsidy for Immediate/Time-Limited and the IDF Subsidy for an Additional Educator)
- whether the impact on the educator of including the child with ongoing high support needs results in the educator being unable to enrol the maximum number of children as allowed under National Law (applicable only to the IDF FDC Top Up)
- any other inclusion support provided to the service for the same care environment
- whether the application has been endorsed by the Inclusion Agency.

The IDF Innovative Solutions Support stream has its own distinct assessment criteria. The Inclusion Development Fund Manager will consider the assessment criteria ([Section 9.2.4](#)) in their assessment of the service's application.

Applications for the IDF Subsidy for Immediate/Time-Limited Support and urgent IDF Innovative Solutions Support will be processed and the service notified of the outcome within 5 business days of application receipt.

The service will be advised of the outcome of their application for the IDF Subsidy for an Additional Educator, the IDF FDC Top Up and routine IDF Innovative Solutions Support applications, by the Inclusion Development Fund Manager, within 15 business days.

10.2. Outcome of application

10.2.1. Application Declined

If an application is not approved, the Inclusion Development Fund Manager will send the service an Application Declined Letter via email advising that the application has been declined and the rationale for which it was declined. Information about communication processes, including complaints mechanisms and appeals processes is available on the Inclusion Development Fund Manager's website, which can be accessed through the department's website.

10.2.2. Application Approved

If an application for the IDF Subsidy for Immediate/Time-Limited Support, the IDF Subsidy for an Additional Educator or the IDF FDC Top Up is approved, the Inclusion Development Fund Manager will send the service an Approval Letter via email outlining the:

- start and end date of the approval period
- approved number of subsidised hours that can be claimed each week
- maximum number of subsidised hours over the approval period
- approved number of non-face-to-face hours
- date by which the service should apply for a renewal of funding (applicable only for the IDF Subsidy for an Additional Educator and the IDF FDC Top Up).

The service is not required to formally accept the Approval Letter, however submitting claims consistent with the Approval Letter indicates acceptance of funding and the Conditions of Funding ([Section 4.1.3](#) and [Appendix 1](#)).

If an application for the IDF Innovative Solutions Support is approved, the Inclusion Development Fund Manager will send the service a Letter of Offer via email outlining:

- description of the project
- total funding approved
- expected end date of the project
- expected deliverables of the project
- any additional terms and conditions.

The service must accept and sign the Letter of Offer, returning it to the Inclusion Development Fund Manager via email before funding can be provided.

11. Program payments

11.1. Claiming the Inclusion Development Fund

Services receive payment for the IDF Subsidy for Immediate/Time-Limited Support and the IDF Subsidy for an Additional Educator by submitting claims for the number of hours the Additional Educator was employed, up to the maximum weekly approved hours on the approved Inclusion Development Fund case. Claims are also based on the number of hours the child (or children) attended, except where non-face-to-face hours ([Section 11.1.1](#)) are claimed.

Claims for the IDF Subsidy for Immediate/Time-Limited Support and the IDF Subsidy for an Additional Educator require services to:

- identify the Additional Educator
- outline the hours the Additional Educator attended the care environment
- provide details of the eligible child (or children) in the care environment, including their enrolment and attendance records.

Claims for the IDF FDC Top Up are based on the child's attendance. Claims require services to identify the number of hours they are claiming the IDF FDC Top Up payment each week.

Claims are made retrospectively via the service's child care software or through the Inclusion Support Portal.

Services must also adhere to the Conditions of Funding ([Section 4.1.3](#) and [Appendix 1](#)) in relation to claims. The service must submit claims within 60 days of the fortnight the child listed on the approved case attended the service. If the service does not submit any claims for more than 60 days during the approved period, the Inclusion Development Fund case will automatically be deactivated and new claims cannot be submitted. Cases can be reactivated by the Inclusion Development Fund Manager. The service must also retain relevant evidence of the eligible child (or children) on the Inclusion Development Fund case and the Additional Educator.

11.1.1. Non face-to-face hours

Where a child is absent from the service, the educator funded by the IDF Subsidy for Immediate/Time-Limited support or the IDF Subsidy for an Additional Educator should receive appropriate notice in line with award (or Enterprise Agreement) provisions. The service is able to claim the subsidy for a limited number of hours during its approval period, where the child is absent but the Additional Educator attends the care environment as set out in the [table overleaf](#) (evidence may be required or requested to validate).

For the IDF FDC Top Up, a capped number of non-face-to face hours will be available per Inclusion Development Fund case. This will allow the service to claim the IDF FDC Top Up where the child has not attended.

The maximum number of hours for which the subsidy is payable where a child is absent is a percentage of the total number of approved hours in the service's approved period, as set out in the

[table overleaf](#). Once the service has exceeded this number of hours in its approval period, it will not receive any further subsidy for further hours that the child is absent from the service (and where applicable the educator funded by the IDF Subsidy for an Additional Educator attends).

Application	Care type	Non face-to-face hours limit (of total IDF case hours)
IDF Subsidy for Immediate/Time-Limited	All service types	10% ¹³
IDF Subsidy for an Additional Educator	Centre-Based Day Care	4% ¹⁴
	Outside School Hours Care	5%
	Vacation Care	17%
IDF Family Day Care Top Up	Family Day Care	10% ¹⁵

11.2. Payment of the Inclusion Development Fund

The Inclusion Development Fund payment is paid directly to the service, from the department, to the same payee details it has nominated to receive its Child Care Subsidy payments on behalf of families.

For the IDF FDC Top Up, the Family Day Care service is required to pass the payment directly on to the relevant Family Day Care educator.

For the IDF Innovation Solutions Support, payment is paid up front, inclusive of Goods and Services Tax (GST), after the Letter of Offer has been formally executed and retrospective claiming is not required unless otherwise stated in the Letter of Offer.

This GST inclusive payment is irrespective of whether the goods and/or services supplied to the ECEC service is inclusive of GST or not. If there is a GST exclusive component, the ECEC service would need to remit that amount back to ATO through their usual Business Activity Statement arrangements. For ECEC services not registered for GST, manual payments may be made by the Inclusion Development Fund Manager.

¹³ Example - A Centre-Based Day Care service is approved for the IDF Subsidy for Immediate/Time-Limited Support for 100 hours. The maximum number of hours it can claim the subsidy for in the approval period, where the child is absent but the Additional Educator attends is 10% of the total approved hours (100 hours x 0.10 Non Face-to-Face hours limit = 10 hours)

¹⁴ Example - A Centre-Based Day Care service is approved for the IDF Subsidy for an Additional Educator for 18 hours per week for 52 weeks. The maximum number of hours it can claim the subsidy for in the approval period, where the child is absent but the Additional Educator attends is 4% of the total approval period (18 hours x 52 weeks x 0.04 Non Face-to-Face hours limit = 37.4 hours)

¹⁵ Example - A FDC service is approved for the IDF FDC Top Up Payment for 18 hours per week for 52 weeks. The maximum number of hours it can claim the subsidy for in the approval period, where the child is absent is 10% of the total approval period (18 hours x 52 weeks x 0.10 Non Face-to-Face hours limit = 93.6 hours)

Following a successfully executed claim, the service will typically receive payment within 4-6 business days, depending on the banking institution to which it is affiliated.

11.2.1. Acquittal of the IDF Innovative Solutions Support

At the completion of the project, determined as the end date outlined in the Letter of Offer, the service must complete a declaration, declaring that funding was expended for the purposes for which it was approved. Any funds not acquitted must be returned to the department. If the service is unable to acquit the total funding allocated to the specific project, the service may propose alternate or additional inclusion activities for the remaining funds. The service must also provide details of the outcomes of the project, including confirmation that intended deliverables were achieved, and if necessary, an explanation for why they were not achieved.

11.3. Review, extension and/or renewal of funding

The IDF Subsidy for Immediate/Time-Limited Support can only be approved once for the service for the same child. If the service requires ongoing support from an Additional Educator to include the child with additional needs, as identified by its Strategic Inclusion Plan, it should apply for the IDF Subsidy for an Additional Educator ([Section 7](#)).

Where an extension would be the most practical or expedient option (for example, if a child with additional needs is changing care environments or transitioning to school), the service can apply to extend the case for a maximum period of 12 weeks for the current care environment using the existing current approved IDF Subsidy case.

The service can apply for a renewal of their approved IDF Subsidy for an Additional Educator or IDF FDC Top Up case. This should occur on or after the renewal date as outlined in the original approval letter which, if approved, will enable continuity. The service, in collaboration with its Inclusion Agency, must review:

- the Strategic Inclusion Plan and care environment
- whether ongoing IDF Subsidy for an Additional Educator is required
- whether there is a change in the number of hours an Additional Educator is needed.

A new application, which indicates it is for renewal of funding on a previously approved case, must be submitted following the processes outlined in Sections [7.2 - 7.3](#) or [8.2- 8.3](#) of these guidelines. The service must notify the Inclusion Development Fund Manager if the approved amount of Inclusion Development Fund Subsidy is no longer required.

There is no explicit limit on the number of applications the service can make to the IDF Innovative Solutions Support, however the Inclusion Development Fund Manager will use discretion when assessing applications and may prioritise support to services that have not yet accessed the IDF Innovative Solutions Support over the service that has received previous support.

Appendix 1. Conditions of Funding

A1.1. IDF Subsidy and IDF FDC Top Up

You must comply with the guidelines. This includes (but is not limited to):

- Use of the funding for the purposes as stated in the Approval Letter sent by the Inclusion Development Fund Manager.
- Implementing the Strategic Inclusion Plan with regular review (within a 12 month period) and updates to address the barriers to inclusion and assist in embedding inclusive practices at the service.
- Submitting online claims for Inclusion Development Fund payments within 60 days of the fortnight that the child (or children) on the approved Inclusion Development Fund case attended the service. If the service does not submit and claims for more than 60 days during the approval period, the Inclusion Development Fund case will automatically be deactivated and new claims cannot be submitted. Cases can be reactivated by the Inclusion Development Fund Manager.
- Retaining relevant evidence pertaining to the use of the funding, including sign in and sign out sheets of the eligible child (or children) on the approved Inclusion Development Fund Case, Additional Educator attendance or record of payment to the Family Day Care educator.
- Complying with the *Privacy Act 1988* and the Australian Privacy Principles when handling personal information for the purposes of the ISP ([Appendix 2 A2.1](#)).
- Advising the Inclusion Development Fund Manager via the Inclusion Support Portal within 15 business days if the child (or children) on the approved Inclusion Development Fund case no longer attends the service.
- Advising the Inclusion Development Fund Manager in writing within 30 days of any intention of the service to change owner and/or operator. Both the existing operator and the new operator are required to advise the Inclusion Development Fund Manager of the change (within 30 days) and take the necessary actions required to ensure service continuity, if Inclusion Development Funding support is needed.
- Meeting all reasonable requests from the Inclusion Development Fund Manager or department to undertake compliance activity where appropriate, including reasonable assistance to provide access to your employees, premises occupied by you and materials relevant to the Inclusion Development Fund Subsidy. Reasonable notice will be provided prior to requiring access to premises and records.
- Meeting all reasonable requests from the Inclusion Development Fund Manager or department to participate in reporting and evaluation activities for the program.
- Complying with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority, and any of the department's policies notified in writing ([Appendix 2](#)).

If you are found to be in breach of any of the conditions, your approved Inclusion Development Fund case may be terminated, future claims may not be able to be submitted and payments may be withheld. You may also be required to repay any amounts you have received whilst in breach.

A1.2. The IDF Innovative Solutions Support

You must comply with the guidelines. This includes (but is not limited to):

- Using the funding for the purposes as stated in the Letter of Offer sent by the Inclusion Development Fund Manager.
- Retaining all relevant documentation to support the spending of approved funds.
- Advising the Inclusion Development Fund Manager if duplicate funding has been received for the same or similar purpose within 5 business days.
- Complying with the Privacy Act 1988 and Australian Privacy Principles when handling personal information for the purposes of the program ([Appendix 2 A2.1](#)).
- For service projects, completing an online declaration of funding expenditure on completion of the project, and report on outcomes of the project in the Inclusion Support Portal.
- For non-service projects, completion of acquittal requirements as set out in the funding agreement.
- Advising the Inclusion Development Fund Manager in writing within 30 days of any intention of the service to change owner and/or operator. Both the existing operator and the new operator are required to advise the Inclusion Development Fund Manager of the change (within 30 days) and take the necessary actions required to ensure service continuity, if Inclusion Development Funding support is needed.
- Meeting all reasonable requests from the Inclusion Development Fund Manager or department to undertake compliance activity where appropriate, including reasonable assistance to provide access to your employees, premises occupied by you and materials relevant to the IDF Innovative Solutions Support.
- Meeting all reasonable requests from the Inclusion Development Fund Manager or department to participate in reporting and evaluation activities for the program.
- Complying with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority, and any of the department's policies notified in writing ([Appendix 2](#)).

If you are found to be in breach of any of these conditions, you may be required to repay any amounts of funding you have received whilst in breach.

Appendix 2. Other legislative requirements

A2.1. Privacy

All parties involved in delivering the program are bound by the provisions of the *Privacy Act 1988* ("the *Privacy Act*"). The *Privacy Act* contains the Australian Information Privacy Principles (APPs) which regulate the handling of personal information of individuals by government agencies and certain private sector organisations, including the collection, storage, use and disclosure of that information.

Persons, bodies and organisations involved in the program must comply with the APPs when handling personal information collected for the purposes of that program. In brief, persons, bodies and organisations must ensure that:

- personal information is managed in an open and transparent way including by having a clearly expressed and up to date APP privacy policy;
- individuals are given the option, where practicable, of not identifying themselves, or of using a pseudonym;
- personal information, both solicited and unsolicited, is collected in accordance with APPs 3 and 4, and sensitive information is afforded a higher degree of protection;
- individuals are appropriately notified of certain matters at the time their personal information is collected;
- personal information is only used and disclosed for the purposes for which it was collected or for other purposes in accordance with APP 6, and only disclosed outside Australia in accordance with APP 8;
- records containing personal information are accurate, relevant, up-to-date, complete and not misleading;
- suitable security arrangements exist for all records containing personal information;
- access to a person's own personal information held by the organisation is made available in accordance with APP 12; and
- requests for correction of an individual's personal information is dealt with in accordance with APP 13.

For further information about the department's privacy policy, including how to access or correct personal information held by the department or how to make a privacy complaint, please go to our website: www.education.gov.au/privacy.

Or write to:

Privacy Officer
Legal Services
Department of Education
Location Code: C50MA10 - LEGAL
GPO Box 9880
Canberra ACT 2601
Or email: privacy@education.gov.au

Privacy complaints may be made directly to the Office of the Australian Information Commissioner, but will only be actioned where the complaint was made to the department in the first instance but was not dealt with to the complainant's satisfaction.

A2.2. Freedom of Information (FOI)

All documents created or held by the department in relation to the program are subject to the *Freedom of Information Act 1982* ("the *FOI Act*").

If a request is made under the *FOI Act* for access to a document subject to the *FOI Act*, then that document will be made publicly available unless it can be demonstrated that the document falls under an exemption provision, or a conditional exemption provision and disclosure would, on balance, be contrary to the public interest, as specified in the *FOI Act*.

Please note, the *FOI Act* also applies to some documents created or held by the department's contractors or subcontractors who provide services to the public or third parties on behalf of the department. Therefore, if the department receives a request for access to a document held by a contractor or a subcontractor, the department is required to take action to obtain a copy of the document from its contractor or subcontractor (as applicable), and then decide whether access is to be given to the document under the *FOI Act*.

All FOI requests must be referred, immediately via email at FOI@education.gov.au or write to:

The FOI Coordinator
Legal Services
Location Code: C50MA10 – LEGAL
GPO BOX 9880
CANBERRA ACT 2601

Any decision regarding an FOI request must be made by an authorised FOI decision-maker within the department and in accordance with the requirements of the *FOI Act*.

Note: The *FOI Act* defines the term 'document' broadly and includes, amongst other things, any paper or other material on which there is writing, maps, plans, drawings, photographs, electronic records, sound recordings, images, records of information and copies.

A2.3. Compliance with Laws and Policies

People who do business with the department are required to comply with all relevant laws and policies and failure to do so will breach their contract or funding agreement (as the case may be) with the department and may be a breach of the law.

A2.4. Discrimination

The program must be administered in a way that supports the principle of non-discrimination. Under the [National Disability Strategy 2010-2020](#), barriers which prevent people with disabilities having access to programs and services must be removed. ISP contractors or recipients may be subject to the provisions of the following Acts, which are designed to prevent discriminatory practices:

- Racial Discrimination Act 1975;
- Sex Discrimination Act 1984;

- Australian Human Rights Commission Act 1986; and
- Disability Discrimination Act 1992.

A2.5. Unlawful Disclosure of Information – Crimes Act 1914

ISP contractors should be aware of section 122.4 of the *Criminal Code*, which relates to the unauthorised disclosure of information by current and former Commonwealth officers and makes such unauthorised disclosure an offence punishable by 2 years imprisonment. Section 122.4 applies to persons who are, or were Commonwealth officers, or who are or were engaged to perform work for a Commonwealth entity.

A2.6. False and misleading information – Criminal Code

Individuals and services applying for program support should be familiar with Part 7.4 of the *Criminal Code*, and in particular with section 136.1, which makes it an offence to make a false or misleading statement as part of an application. This is an offence punishable by 12 months imprisonment.

A2.7. Working with Children

Contractors and recipients, who, as part of the program, come into contact with children are required to undergo a relevant police and/or working with children check and comply with any relevant state and territory law relating to working with children and vulnerable people¹⁶.

A2.8. Fraud

The department is committed to preventing fraud in all aspects of its business. ISP contractors or recipients are required to promptly notify the department's Fraud Control and Intelligence Team, at email: fraud@education.gov.au, of any suspected fraud and provide details. ISP contractors or recipients and their staff must not engage in fraudulent activity in relation to their contract. They must take all reasonable steps to prevent fraud upon the Commonwealth in relation to the services or funding, including the implementation of an appropriate fraud-control plan, a copy of which must be provided to the department if requested.

A2.9. Information Technology Security

ISP contractors and recipients who have access to departmental IT systems must have a unique log-on ID and password, which must be kept secure and must not be shared under any circumstances. During the application process for access to departmental IT systems, all potential users will be required to provide sufficient personal information to allow them to be identified. This is to ensure that applicants who have been found to have fraudulently used the department's IT systems in the past can be identified and denied access.

A2.10. Recordkeeping

In accordance with the *Archives Act 1983*, ISP contractors and ECEC services are required to:

¹⁶ Such laws include the Child Protection (Working With Children) Act 2012 (NSW), Working With Children (Risk Management and Screening) Act 2000 (Qld), Working with Children (Criminal Record Checking) Act 2004 (WA), Working with Children Act 2005 (Vic), Children's Protection Act 1993 (SA), Working with Vulnerable People (Background Checking) Act 2011 (ACT), Care and Protection of Children Act (NT), Registration to Work with Vulnerable People Act 2013 (Tas) and other, laws of a similar nature protecting children and vulnerable people.

- store all Commonwealth records in a secure location which is not accessible by unauthorized persons; and
- retain all Commonwealth records for a minimum period of seven years from the date the last action was completed.

In addition, financial records must be kept in accordance with accounting standards.

Contracts and agreements formed under the ISP will contain more detailed information about these requirements.

Appendix 3. Links to relevant programs

A3.1. Australian Government Early Childhood Education and Care (ECEC)

The Australian Government has implemented a Child Care Package which includes a Child Care Subsidy, Additional Child Care Subsidy and Community Child Care Fund. Information on the package can be found at:

- ([Child Care Package - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#))
- ([Child Care Subsidy - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#))
- ([Additional Child Care Subsidy - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#))
- Family Child Care Subsidy Estimator ([Family income - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#))
- ([Community Child Care Fund - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#))
- Information about the requirements and responsibilities of ECEC providers and services that are approved under family assistance law can be found in the Child Care Provider Handbook ([Child Care Provider Handbook - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#))
- ([In Home Care - Department of Education, Skills and Employment, Australian Government \(dese.gov.au\)](#))

A3.2. National Disability Insurance Scheme (NDIS)

The NDIS provides support to eligible people with intellectual, physical, sensory, cognitive and psychosocial disability. Early Childhood Early Intervention (ECEI) supports can also be provided for children (aged 0-6 years) with disability or developmental delay. ECEI Partners and Local Area Coordinators (LAC) help people understand and access the NDIS and can connect people with disability to supports, services, activities in their community and other government services (www.ndis.gov.au/understanding/what-ndis/whos-rolling-out-ndis).

A3.3. In Home Care (IHC)

In Home Care supports families' workforce participation and ECEC requirements where other approved services are not available or appropriate, particularly for families with complex and challenging needs as well as families who are geographically isolated from child care or work non-standard hours. Families unable to access Centre-based Day Care, Family Day Care or Outside School Hours Care services due to their unique circumstances may be able to access ECEC provided in the family home through [In Home Care](#).

Positive outcomes for families have been observed when there is engagement of the Inclusion Agency and In Home Care Support Agency working collaboratively and utilising networks of both agencies.

A3.4. Australian Children’s Education and Care Quality Authority (ACECQA)

ACECQA is an independent national body which manages the National Quality Framework (NQF) and works with all governments to provide guidance, resources and services to support the ECEC sector to improve outcomes for children (www.acecqa.gov.au).

A3.5. Other relevant programs may include

- Settlement Service Providers
- Adult Migrant English Program Providers
- Migrant Resource Centres
- Indigenous Organisations.

Glossary

Word/Phrase	Definition
Approved Service (under National Law)	An approved service (under National Law) is the service that has been assessed as satisfying the eligibility rules under the Family Assistance Law and has been approved to administer Australian Government child care payments on behalf of families.
Barriers	A barrier is something that is impacting the service's ability to include children with additional needs alongside their typically developing peers. Barriers can be child specific such as physical or social limitations; related to educator skills, knowledge and confidence or team work, family related such as expectations or difficulties with engagement; related to the physical environment or the program structure, including experiences offered and routines.
Centre-Based Day Care	Early childhood education and care that is provided in licensed or registered centres. It can include any pattern or arrangement or care in this setting.
Child Care Subsidy System	The technical platform through which providers and families interact with government in relation to child care subsidies.
Care Environment	A specific setting, room or grouping of children in early childhood education and care services (for example, an educator's home in FDC or a 0-2 year old room in Centre-Based Day Care)
Early Years Learning Framework	Belonging Being and Becoming- The Early Years Learning Framework describes the principles, practices and outcomes that support and enhance young children's learning from birth to five years of age, as well as their transition to school. It is a key component of the National Quality Framework.
Educator	Early childhood practitioners who work directly with children in early childhood education and care settings.
Family Assistance Law	The legal basis for the Australian Government to provide child care fee assistance, and for the approval of early childhood education and care providers to administer child care fee assistance on behalf of families. The primary legislation is: A New Tax System (Family Assistance) Act 1999 and A New Tax System (Family Assistance) (Administration) Act 1999.
Family Day Care	A type of early childhood education and care that is usually provided in the home of an educator. Family Day Care is a service type distinct from other in-home care arrangements, Family Day Care operators are required to be approved under the National Law.
Inclusion Agency	Agencies contracted by the Australian Government to help early childhood education and care providers make their services more inclusive for children with additional needs.
Inclusion Development Fund	Funding available to assist eligible early childhood education

Word/Phrase	Definition
	and care services to address a barrier to inclusion that cannot be addressed through the support of an Inclusion Agency.
Inclusion Development Fund Manager	The single national organisation that assesses all applications for all Inclusion Development Fund streams from eligible early childhood education and care services, and other eligible applicants.
Inclusion Support (IS) Portal	The Inclusion Support (IS) Portal is an online system for lodging Inclusion Development Fund applications and claims for payment.
ISP Contractor	Organisation in receipt of funding from the Australian Government for the delivery of the Inclusion Support Program: Inclusion Agencies (IAs) Inclusion Development Fund Manager (IDFM)
National Law and National Regulations	Refers to the Education and Care Services National Law Act 2010 and the Education and Care Services National Regulations 2011, which set a national standard for children's education and care across Australia. In effect, the same law is applied in each state and territory, but with some variation for the needs of each state or territory. References to the National Law includes the Education and Care Services National Law (WA) Act 2012. See www.acecqa.gov.au/nqf/national-law-regulations
National Quality Framework	A jointly governed uniform national approach to the regulation and quality assessment of education and care services including: a national legislative framework that consists of the National Law and National Regulations; a National Quality Standard; and an assessment and rating system. See www.acecqa.gov.au/nqf/about
National Quality Standard	The National Quality Standard (NQS) sets a national benchmark for ECEC service provision in Australia. The NQS includes 7 quality areas that are important outcomes for children. Services are assessed and rated by their regulatory authority against the NQS, and given a rating for each of the 7 quality areas and an overall rating based on these results.
Pupil-free day	A day set by an educational institution where students do not attend school due to teacher training. Also known as multi-purpose day, curriculum day or professional development day.
Specialist Equipment	Equipment recommended as necessary for the inclusion of the eligible child with ongoing high support needs.
Strategic Inclusion Plan	The Strategic Inclusion Plan is an inclusion assessment and planning tool developed by early childhood education and care services with support of an Inclusion Agency. It includes strategies and actions for improving and embedding inclusive practice for all children including children with additional needs.

Acronyms

Acronym	Description
ACCS	Additional Child Care Subsidy
CALD	Culturally and Linguistically Diverse
CBDC	Centre-Based Day Care
CCS	Child Care Subsidy
CCSS	Child Care Subsidy System
ECEC	Early Childhood Education and Care
EYLF	Early Years Learning Framework
FAL	Family Assistance Law
FDC	Family Day Care
IA	Inclusion Agency
IDF	Inclusion Development Fund
IDFM	Inclusion Development Fund Manager
ISP	Inclusion Support Program
NGO	Non-government Organisation
NDIS	National Disability Insurance Scheme
NQF	National Quality Framework
NQS	National Quality Standard
OSHC	Outside School Hours Care
SEL	Specialist Equipment Library
SIP	Strategic Inclusion Plan



Innovative Solutions Support

Inclusion Support Program

This information sheet should be read in conjunction with Section 9 of the Inclusion Support Program (ISP) Guidelines, which provides information on approved purposes, funding conditions and application requirements for the Innovative Solutions Support stream.

What is Innovative Solutions Support?

The Inclusion Development Fund (IDF) Innovative Solutions Support element of the ISP assists early childhood education and care (ECEC) services to build their **capacity and capability** to include children with additional needs.

Innovative Solutions Support provides flexible funding to empower services to carefully consider their inclusion challenges and take an active role in finding solutions, beyond the support that is provided by Inclusion Agencies.

The IDF Manager (IDFM) is responsible for assessing and determining an outcome for Innovative Solutions applications. The Department of Education (the department) is responsible for assessing and determine an outcome for Collaborative and Strategic projects.

What are some examples of approved funding purposes?

- Cultural advice and mentoring including services from cultural experts, specialist advice on how to include a particular child or children, Aboriginal and Torres Strait Islander mentoring, cultural advice in respect of children and families from Culturally and Linguistically Diverse communities.
- Bilingual support such as translating and interpreting services.
- Collaboration with specialists to obtain specialist advice on how to include a child or children with a disability or additional needs, such a speech therapists.
- Networking and community engagement such as visits to other ECEC services to view quality inclusive practices or hosting networking meetings focused on inclusion with other services.
- Specialised inclusion training essential to a child's inclusion. That is, the child could not attend the service without educators having this specific knowledge and skill, for example, trauma-informed practice, or facilitating inclusive practice through specific adjustment for Autism Spectrum Disorders. If this training is above the requirements set out in the National Regulations, services

can apply to access Innovative Solutions Support to enable the service to provide this essential training for educators.

Applications for Innovative Solutions Support

Applications for funding for Innovative Solutions Support can be made at any time to support services to respond to barriers to the inclusion of children with additional needs.

ISP has an annual capped funding allocation, which is set each financial year. In the event that demand exceeds available funding allocated within the capped program, funding will be prioritised to support children with a diagnosed disability and children awaiting a disability diagnosis.

Timeframes for assessing applications for Innovative Solutions Support

Applications will typically be processed by the Inclusion Development Fund Manager (IDFM) within 5 business days where it is marked as urgent, or within 15 business days for all other applications.

Arranging for an application to be processed as 'urgent'

Section 9.2.5 of the ISP Guidelines allows for applications that are considered urgent to be marked accordingly by the Inclusion Agency and processed by the IDFM within 5 business days. If an application for funding is urgent, the Inclusion Professional is required to email idfminnovative@ku.com.au, noting the Case ID and the reason why the application is urgent.

Is there a limit on the funding or number of times a service can apply?

There is no specified limit for an application for Innovative Solutions Support. Applications over \$10,000 will be referred to the department by the IDFM for approval.

There is no limit on the amount of funding that can be applied for or the number of applications a service can make for Innovative Solutions Support. However, as the annual IDF funding allocation is capped, the IDFM will prioritise support to services that have not yet accessed the Innovative Solutions Support.

If approved, when will my service receive payment?

If the IDFM approves the Innovative Solutions case, the service will receive a Letter of Offer. This letter must be signed by the service and returned to the IDFM at idfminnovative@ku.com.au. Once the signed letter has been received, the IDFM will execute the case and payment will be made.

Collaborative and Strategic Projects

The department may consider flexible funding under the Innovative Solutions Support stream to relevant organisations (including ECEC peak bodies, inclusion specialists, disability organisations and other inclusion entities) for the purposes of developing and implementing collaborative and strategic projects that promote high-level innovation and support for inclusive practice (within eligible ECEC services).

Relevant organisations may approach the department with project proposals including a budget that is supported by quotes and a project plan. The department may engage directly with relevant organisations to solicit proposals in response to identified needs. The department will consult with Inclusion Agencies regarding project proposals. When considering proposals the department will use the Assessment criteria for Innovative Solutions Support (outlined below and in Section 9.2.4 of the ISP Guidelines).

Assessment Criteria

Assessment of the Innovative Solutions Support proposals will take into consideration quality, risk and value for money and the extent that the proposal:

- leads to genuine inclusion of a child or children with additional needs
- leads to enhanced inclusion capacity and capability of the service and educators
- can be realistically implemented
- can be delivered within the current capacity of the service and/or eligible applicant
- cannot be provided by alternative or more appropriate funding sources.

Table 1: Type of support, funding limits and how to apply

Type of Innovative Solutions Support	Funding limits/funding approver	How to apply
Innovative (flexible and responsive) projects	No specified limit IDFM can approve applications for funding up to \$10,000 Application for funding above \$10,000 are considered by the IDFM before being referred to the department	1. Obtain support from relevant Inclusion Agency 2. Application made through Inclusion Support Portal 3. IDFM consideration/approval
Collaborative and Strategic Projects	No specified limit Applications for funding considered and approved by the department	1. Department of Education 2. Inclusion Agencies will be consulted and endorsement may be sought. The IDFM may also be consulted.

Group applications

A group application is where a number of services identify the same or similar inclusion barrier, and develop a proposal collectively for the Innovative Solutions Support, which would lead to the genuine inclusion of children with additional needs across multiple services. The IDFM will consider how the application will lead to better inclusion outcomes for services and how cost effective the approach is.

A group application must nominate one service as the lead and this service will be responsible for the project. This includes taking responsibility for complying with the Conditions of Funding and ensuring other services in the group understand their obligations as per the Conditions of Funding.

The funding proposal for a group application is required to note that all services have identified the same or similar barrier to inclusion and the extent to which this impacts on each service. The SIP and CCS IDs for each service in the group must be included on the funding proposal.

The Inclusion Professional for the lead service will have responsibility for endorsing the application and is required, where applicable, to liaise internally with other relevant Inclusion Professionals for the other services in the group. Where services are cross-jurisdictional (e.g. Albury, NSW and Wodonga, Victoria), the above liaison is required to be conducted with all relevant Inclusion Agencies in the different jurisdictions.

Requirements regarding funding proposals

A service's application/funding proposal is required to outline how the funding will be used to address the barrier to inclusion which cannot be addressed through support provided by its Inclusion Agency or other IDF funding streams and should cover the following (in line with the ISP Guidelines Section 9.2.2):

- the inclusion barrier, including a description of the child (or children) the barrier is associated with and why funding is needed noting this inclusion barrier must be identified in the Strategic Inclusion Plan
- evidence that a Strategic Inclusion Plan has been developed and reviewed by the Inclusion Agency, and the service has considered its internal capacity to address the inclusion barrier including relevant requirements under the National Quality Framework and support available from its Inclusion Agency
- evidence that funding for the required purpose is not available elsewhere
- an overview of the intended outcome of funding, including estimated timeframes and milestones
- financial quotes for the total value of funding being sought, inclusive of Goods and Services Tax (GST)
- the total duration of the project, the value of funding sought and budget breakdown for goods and services to be funded.

Financial quotes to support funding proposals and application of GST

Financial quotes to support the total value of funding being sought (GST inclusive) must represent value for money for the expenditure of government funding. The financial quotes and budget items must be consistent with and support the information provided in the funding proposal.

- Financial quotes must be GST inclusive and include:
 - a. GST exclusive amount, and
 - b. GST component (including specifying nil if a GST free supply).

- The Budget Item on the IS Portal needs to be entered as the GST exclusive amount, due to system requirements that will automatically add GST to payments.
- Financial quotes must have an ABN for the supplier. There are limited exceptions to this requirement (e.g. a service may provide a quote which will enable them to make a direct payment to a cultural expert, such as an Indigenous community elder, who may not have an ABN).
- In exceptional circumstances, such as where a service is not registered for GST, the IDFM may make manual payments.
- If the project relates to support delivered on a per hour basis, the hours of support being requested need to be specified in the quote as per the project proposal, for example 2 hours of bicultural support per day, 2 days per week for 6 weeks, total 24 hours of bicultural support. This should also be itemised in the list of budget items.

Innovative Solutions Support Grants are assessable income for taxation purposes, unless exempted by a taxation law. Grant recipients are recommended to seek independent professional advice on taxation obligations or seek assistance from the [Australian Taxation Office](#).

Preferred suppliers

Services are responsible for sourcing appropriate providers and quotes to support the funding proposal for their Innovative Solutions Support applications. Inclusion Agencies will be able to provide advice on the types of solutions and potential providers that can meet the needs identified.

To ensure value for money, services may seek to obtain quotes from several providers, but should provide a justification if seeking to proceed with a higher priced quote. The IDFM may ask the service to seek additional quotes to confirm the value for money assessment.

Unspent project funds from Innovative Solutions Support cases

If your service does not spend the full amount of funding on the project as approved by the IDFM, you must inform your Inclusion Agency. If your Inclusion Agency agrees in writing, your service may spend the remaining funds on other inclusion related activities to overcome the same or similar inclusion barriers outlined in your initial application. Any additional or adjusted activity undertaken in line with the agreed change must be declared at the completion of the project.

At the completion of the project, which may be during or after the Approval Period, your service must complete an online declaration through the IS Portal on the Acquittal tile. The online declaration must be completed no later than 10 business days from the end date of the Approval Period. This should indicate “Project Complete with Agreed Change”. The total amount spent should include the amount spent on the original project and the agreed change.

Examples of approved Innovative Solutions Support cases

To support best practice, the IDFM have published case studies and stories from services on their [website](#).

Further information

Services are encouraged to contact their Inclusion Agency in the first instance to discuss support available through the ISP. More information is available in the [ISP Guidelines](#).

Service name	Approved payment amount	Solution category	Project type to address Inclusion Barrier	Support Provider
Seaton Community Children's Centre	7744.8	Other	Guided practice - Behaviour support	Gowrie Training and Consultancy SA
Kozy Kids Golden Grove Pty Ltd	7780.8	Other	Guided practice - Behaviour support	Gowrie Training and Consultancy SA
Goodstart Early Learning Burton	9870.69	Other	Guided practice - Behaviour support (trauma focus)	Connect.Ed
Goodstart Early Learning Semaphore Park	7439.27	Other	Guided practice - Behaviour support (with trauma focus)	Gowrie Training and Consultancy SA
Kozy Kids Glenside	8081.04	Other	Guided practice - Behaviour support	Gowrie Training and Consultancy SA
Halifax Street Children's Centre And Preschool	3729.6	Other	Guided practice- Language and Communication Support	Gowrie Training and Consultancy SA
YMCA Rosary School OSHC	10680.8	Other	Guided practice - Behaviour support with trauma focus.	Connect.Ed
Hillbank Community Children's Centre	9115.26	Other	Guided practice - behaviour support with trauma focus.	Connect.Ed
Emali Early Learning Centre - Findon	9998.29	Other	Guided practice - Behaviour support with trauma focus	Connect.Ed
Adelaide Campus Childrens Centre	4303.95	Other	Guided practice - Behaviour support	Guiding Pathways
Mount Gambier Child Care Centre INC	8823.2	Other	Guided practice - Behaviour support	Gowrie Training and Consultancy SA
YMCA Reynella OSHC	10860.8	Other	Guided practice - behaviour support with trauma focus	Connect.Ed
Walford Early Learning Centre	10417.49	Cultural Awareness		Gowrie Training and Consultancy SA
Guardian Childcare & Education Paradise	10873.08	Other	Guided Practice	Gowrie Training and Consultancy SA
Ingle Farm Primary School OSHC	10399.52	Other	Guided practice - behaviour support (trauma focus)	Connect.Ed
Tenison Woods College Early Learning and Community Centre	8398.53	Other	Guided practice - Behaviour support	Gowrie Training and Consultancy SA
Emali Early Learning Centre - Underdale	5935.56	Other	Guided practice - Behaviour support (trauma focus).	Gowrie Training and Consultancy SA
Confident Kids Child Care & Early Learning Salisbury	13754.99	Other	Guided practice -Behaviour support with trauma focus	Connect.Ed
Marino Early Learners	6153.38	Other	Guided practice - Behaviour support.	Gowrie Training and Consultancy SA
Goodstart Early Learning Nuriootpa	14251.44	Other	Guided practice - Behaviour support	Gowrie Training and Consultancy SA
Mallee COGS - Pinnaroo	26162.16	Other	Guided practice - Behaviour support with trauma focus	Finding Solutions Counselling
Ashgrove House Nursery School and ELC	11203.58	Other	Guided practice - Behaviour support trauma related.	Connect.Ed
Seeds Montessori Mawson Lakes Pty Ltd	14097.38	Other	Guided practice - Behaviour support with trauma focus	Connect.Ed
Noarlunga Community Children's Centres - Windsong Court	28931.5	Other	Behaviour support with trauma focus	Connect.Ed
O'Briens Montessori Centre	6078.78	Other	Guided practice - Behaviour support	Connect.Ed
St Thomas More School OSHC	10023.59	Other	Behaviour support with trauma focus	Connect.Ed
Nido Early School Belair	18417.18	Other	Behaviour with trauma focus	Connect.Ed
Trinity Gardens Primary School OSHC	665	Other	Specialised training and advice	The Epilepsy Centre
Goodstart Early Learning Pooraka	870	Other	Specialised training and advice	The Epilepsy Centre
Galilee Catholic School	10243.59	Other	Behaviour support with trauma focus	Connect.Ed
Stepping Stone Angle Vale Childcare & Early Development Centre	16813.24	Other	Behaviour support with trauma focus	Connect.Ed
COMMUNITY KIDS MURRAY BRIDGE EARLY EDUCATION CENTRE	33278.6	Other	Behaviour support with trauma focus	Connect.Ed
Gatehouse Montessori	1655	Other	Behaviour Support	Gowrie Training and Consultancy SA
Our Lady of Hope Greenwith Campus OSHC	8630	Other	Behaviour support with trauma focus	Connect.Ed
Precious Cargo Marion	13870	Other	Behaviour support with trauma focus	Connect.Ed
Tyndale Christian School Strathalbyn Early Learning Centre	3094.15	Other	Guided practice - Behaviour support	Sonia Kretschmer
Saint David's Parish School OSHC	11010	Other	Behaviour support with trauma focus	Connect.Ed
Goodstart Early Learning Evanston Park	15220	Other	Behaviour support with trauma focus	Connect.Ed
Daphne Street Child Care and Specialist Early Learning Centre	1610	Other	Specialised training and advice	The Epilepsy Centre
Green Leaves Early Learning Seaford House	9240	Other	Behaviour support	Gowrie Training and Consultancy SA
ALDINGA KINDER HAVEN	14930	Other	Behaviour support with trauma focus	Connect.Ed
Brightside Early Learning Centre	12300	Other	Behaviour support with trauma focus	Connect.Ed
Lockleys Child Care & Early Learning Centre	3990	Other	Behaviour support with a trauma focus	Gowrie Training and Consultancy SA

The Ranges Early Learning and Care Centre - Stirling	7380	Other	Behaviour support	Gowrie Training and Consultancy SA
The Ranges Infant Toddler Centre	6720	Other	Behaviour Support	Gowrie Training and Consultancy SA
Nido Early School Elizabeth Vale	8760	Other	Behaviour support with trauma focus	Connect.Ed
Goodstart Early Learning Osborne	17070	Other	Behaviour support with trauma focus	Connect.Ed
Goodstart Early Learning Melrose Park	6420	Other	Behaviour support	Gowrie Training and Consultancy SA
Kin Kin Early Education	8970	Other	Language and communication support	Talking Matters
Linden Park Primary School Combined OSHC	8520	Other	Behaviour support with trauma focus	Connect.Ed
Virginia Primary School OSHC	7960	Other	Behaviour support with trauma focus	Connect.Ed
Nido Early School Eyre Village	910	Other	Specialised training and advice	The Epilepsy Centre
Confident Kids Child Care & Early Learning Holden Hill	965	Other	Training for a medical condition	The Epilepsy Centre
Cobbler Creek OSHC	7810	Other	Behaviour support with trauma focus	Connect.Ed
Booleroo Centre & District Kindergarten	5605	Other	Support Social and Emotional Wellbeing (for school age children)	Gowrie Training and Consultancy SA
Hearts & Minds Early Learning Christies Beach	8760	Other	Behaviour support with trauma focus	Connect.Ed
Confident Kids Child Care & Early Learning	7780	Other	Behaviour support with trauma focus	Connect.Ed
Port Pirie Child Care Centre	4050	Other	Behaviour support	Thrive Health Centre
Nido Early School Pennington	8250	Other	Behaviour support with trauma focus	Connect.Ed
Southern Vales Christian College ELC	7940	Other	Behaviour support	Gowrie Training and Consultancy SA
Amazing Kids Childrens Centre	2702.5	Other	Behaviour support	Gowrie Training and Consultancy SA
Goodstart Early Learning Sheidow Park - Hutt Close	8520	Other	Behaviour support	Connect.Ed
Fleurieu Occasional Community Childrens Centre Inc. - OCC	880	Other	Training for a medical condition	The Epilepsy Centre
Glenelg Community Child Care Centre	8887.5	Other	Behaviour support-trauma focus	Inspired Psychology
Confident Kids Child Care & Early Learning	1780	Other	Medical	The Epilepsy Centre
NORTHSIDE FAMILY DAY CARE SCHEME	7542.5	Other	Behaviour support	Gowrie Training and Consultancy SA
NORTH METRO FAMILY DAY CARE SCHEME	8601.4	Other	Behaviour support	Gowrie Training and Consultancy SA
Alive Catholic Early Learning (Mt Barker)	9055	Other	Behaviour support	Gowrie Training and Consultancy SA
Imagine Childcare and Kindergarten Blakeview	9010	Other	Behaviour support with trauma focus	Connect.Ed
Goodstart Early Learning Sheidow Park - Young Street	8425	Other	Behaviour support with trauma focus	Inspired Psychology
Goodstart Early Learning Blackwood	14880	Other	Behaviour with trauma focus	Connect.Ed
Berri Regional Child Care Centre	19707.84	Other	Language and Communication support	Talking Matters
Murray Bridge Community Children's Centre	8031.25	Other	Behaviour support	Gowrie Training and Consultancy SA
Confident Kids Child Care & Early Learning Salisbury	1970	Other	Training for a medical condition	The Epilepsy Centre
Carma Playhouse	6401.67	Other	Language and Communication support	Limestone Speech
Oasis Community Children's Centre Long Day Care	20550	Other	Behaviour Support with Trauma focus	Connect.Ed
Goodstart Early Learning Elizabeth Vale	14750	Other	Behaviour support with trauma focus	Connect.Ed
Highway Child Care & Early Learning Centre	7275	Other	Language and communication support	I Can Jump Puddles
Stepping Stone Munno Para Childcare & Early Development Centre	21240	Other	Behaviour support with trauma focus	Connect.Ed
Lake Albert Learning Centre	7863.45	Other	Behaviour support with trauma focus	Finding Solutions
CENTRAL METRO FAMILY DAY CARE SCHEME	5970	Cultural Awareness		Gowrie Training and Consultancy SA
Kozy Kids Golden Grove Pty Ltd	800	Other	Training for a medical condition	Health Womens and Chn Network
Goodstart Early Learning Clapham	16040	Other	Behaviour support with trauma focus	Connect.Ed
Goodstart Early Learning Penfield	19950	Other	Behaviour support with trauma focus	Connect.Ed
Precious Cargo Welland	7441.51	Disability Specific Assistance		Autism SA
Le Fevre Community Children's Centre	33620	Other	Behaviour support with trauma focus.	Connect.Ed

COMMUNITY KIDS MOUNT GAMBIER EARLY EDUCATION CENTRE	6300	Disability Specific Assistance	Behaviour	Playgroup SA
Kapunda Child Care & Early Learning Centre	6413.64	Other	Language and Communication support	Bounce Back
Birdwood Primary School OSHC	17120	Other	Behaviour support with trauma focus	Connect.Ed
Fleurieu Occasional Community Childrens Centre Inc.	12580	Other	Behaviour support with trauma focus - COVID related	Connect.Ed
Happy Haven OSHC Evanston Gardens	8960	Other	Behaviour support with trauma focus	Connect.Ed
Lockleys Child Care & Early Learning Centre	6875	Other	Behaviour support with Trauma focus	Finding Solutions
Happy Haven OSHC Keller Road	10480	Other	Behaviour with trauma focus	Connect.Ed
SOUTH EAST RIVERLAND FAMILY DAY CARE SCHEME	3150	Other	Behaviour support with trauma focus	Finding Solutions
KINDY PATCH REYNELLA	14656.2	Other	Language and communication support	Talking Matters
Prospect Primary School Out of School Hours Care	5940	Disability Specific Assistance	Behavioural support	Mark Le Messurier
Balaklava Community Children's Centre Incorporated	8714.4	Other	Behaviour support with trauma focus	Benevolent Society
Naracoorte Early Learning Centre	21475	Other	Behaviour support	Gowrie Training and Consultancy SA
SOUTH EAST RIVERLAND FAMILY DAY CARE SCHEME	2900	Other	Enhance Inclusive capacity/Behaviour Support	Playgroup SA
Goodstart Early Learning Magill - Penfold Road	34940	Other	Behaviour support	Connect.Ed
Grange Primary School OSHC	8908.75	Disability Specific Assistance		Autism SA
Balharry Memorial Kindergarten	6285.69	Other	Language and Communication support	Limestone Speech
Reynella Community Children's Centre	6000	Other	Language and Communication support	Jodie May Speech Patholgy
Carol Murray Children's Centre	19400	Other	Behaviour support (trauma focus)	Finding Solutions
Tyndale Christian School Murray Bridge Early Learning Centre	9020	Other	Behaviour support-trauma focus	Connect.Ed
Loxton District Children's Centre	49216.8	Other	Enhance Inclusive capacity	Talking Matters
Concordia College Early Learning Centre	13570	Other	Language and communication support	Family Time Australia
Mount Barker Community Child Care Centre	6935	Other	Behaviour Support	Gowrie Training and Consultancy SA
Melrose Outreach Preschool	6000	Other	Language and communication support	Thrive Health Centre
Sunrise Christian School Morphett Vale Early Learning Centre	6938.18	Bicultural Support		Translation Consultants International
Kin Kin Early Education	9450	Disability Specific Assistance		Inspired Psychology
HAPPY HAVEN OSHC MARK OLIPHANT COLLEGE	61062.5	Other	Childhood Trauma Awareness and Support	Kerra Lee Shearer
Kozy Kids Golden Grove Pty Ltd	650	Other	Medical Condition	SA Health Women's and Children Health Network
Tyndale Christian School Strathalbyn Early Learning Centre	5440.9	Other	Language and Communication support	Bec Mossop Speech Pathology
Kingston Early Learning Centre	8333.61	Other	Language and Communication support	Limestone Speech
Naracoorte Child Day Care Centre	22002	Disability Specific Assistance		Megan Heffernan
Torrens Valley Children's Centre	11705	Other	Behaviour specialist support.	Kerra Lee Shearer
Woodville Gardens School B-7 Children's Centre (Child Care)	5055	Other	Behaviour support	Gowrie Training and Consultancy SA
COMMUNITY KIDS MONTEBELLO EARLY EDUCATION CENTRE	10863.44	Disability Specific Assistance		Limestone Speech
McKay Children's Centre	27454.2	Other	mental health and trauma focus	Finding Solutions
Gumeracha Primary School OSHC	10145	Other	trauma related support	Kerra Lee Shearer
St Pius X School	9290	Other	Behaviour support with trauma focus	Connect.Ed
Kangaroo Island Children's Services	41760	Other	specific bushfire trauma	Gowrie Training and Consultancy SA
Gawler Riverside Early Learning Centre	6142.5	Other	Mentoring and support from a Speech Pathologist	Talking Matters
COMMUNITY KIDS MONTEBELLO EARLY EDUCATION CENTRE	7500	Disability Specific Assistance		Playgroup SA

Keithcot Kings OSHC	7617.5	Other	Address complex/challenging behaviours	Kerra Lee Shearer
East Adelaide Primary School OSHC	9415	Other	Behaviour support	Kerra Lee Shearer
Fleurieu Occasional Community Childrens Centre Inc.	7302.5	Cultural Awareness		Gowrie Training and Consultancy SA and Micky Barlow
Open Arms Community Child Care Centre	30899	Other	Bushfire application	Gowrie Training and Consultancy SA
Ridgehaven ELC	6397.23	Disability Specific Assistance		Autism SA
YMCA Reidy Park OSHC	5000	Disability Specific Assistance	Behaviour support	Playgroup SA
Stradbroke Primary School OSHC	5420	Other	Key Word Signing for communication	Catherine Olsen
Kaurna Plains Early Childhood Centre	17291.47	Other	Build working capacity to work with children with Autism & behaviour	Autism SA
Happy Valley Community Children's Centre	2268	Disability Specific Assistance		The Sandmill Centre
Goodstart Early Learning Smithfield	10940.78	Other	Challenging behaviours and complex needs	Connected Self Wellbeing Services
Concordia College Out of School Hours Care	4114.82	Disability Specific Assistance		Autism SA
Port Pirie Child Care Centre	3600	Other	Language and Communication Support	Thrive Health Centre
Lake Albert Learning Centre	24380	Disability Specific Assistance		Family Time Australia
Lockleys Child Care & Early Learning Centre	5460	Other	Challenging behaviour and emotional regulation	Talking Matters
Goodstart Early Learning Hackham	10600	Other	Capacity Building and Mentoring for Educators to support children with challenging behaviours	Inspired Psychology
KEITH WAR MEMORIAL COMMUNITY CENTRE KINDERGARTEN	3168.16	Other	Support Social and Emotional Wellbeing- COVID related	The Still Effect
Where We Grow ELC Virginia	12700	Other	Challenging behaviour as a result of trauma.	Kerra Lee Shearer
Goodstart Early Learning Centre Oakbank	5800	Cultural Awareness		David Booth Performing Arts
Berri Regional Child Care Centre	2440	Other	Behavioural support	Child SA
Kozy Kids Golden Grove Pty Ltd	500	Other	Training for a medical condition	Disability Services - Gov SA
COUNTRY CENTRAL FAMILY DAY CARE SCHEME	1900	Other	Support for challenging behaviours, due to limited communication skills through a tailored project	Keira Stone Speech pathology
Waite Campus Childrens Centre	6970	Other	Trauma related support	Kerra Lee Shearer
Pooraka Community Child Care Centre	6053.75	Other	Understanding trauma	Kerra Lee Shearer
Concordia College Early Learning Centre	5706	Bicultural Support		Translations Consultants
Fleurieu Occasional Community Childrens Centre Inc.	5600	Other	Advice from behaviour therapist	Inspired Psychology
Precious Cargo Woodville Park	7456.54	Other	Mentoring - Autism SA	Autism SA
Murray Bridge Community Children's Centre	10087.49	Other	Mentoring for educators regarding children's healthy eating and food habits	Lively Eaters Feeding Services
COMMUNITY KIDS MOUNT GAMBIER EARLY EDUCATION CENTRE	14000	Other	Building Educator capacity to understand and support children and trauma related behaviour	Finding Solutions Counselling Service
Tyndale Christian School Murray Bridge Early Learning Centre	12110	Other	challenging behaviour	Kerra Lee Shearer
Gumeracha Primary School OSHC	6692.5	Other	Challenging behaviours impacted by recent bush fires	Kerra Lee Shearer
Warradale Community Children's Centre - Warradale Campus	3906	Bicultural Support		ABC Multilingua PTY LTD
Stepping Stone Kidman Park Childcare & Early Development Centre	555	Other	Training for specialised administration of medication	The Epilepsy Centre
Waite Campus Childrens Centre	5349	Other	Key word sign program for children and educators	Liberty Speech Services
Montessori Children's Centre - Seacliff	2640	Other	Communicaton strategies	Novita Children's Services
KEITH WAR MEMORIAL COMMUNITY CENTRE KINDERGARTEN	9980.52	Other	Capacity building and mentoring for supporting children with ASD	Autism SA
Confident Kids Child Care & Early Learning	3000	Other	Mentoring for educators	Inspired Psychology
Open Arms Community Child Care Centre	6600	Other	Mentoring - behaviour management	Inspired Psychology
Kilkenny Primary School OSHC	4430	Other	behaviour specialist mentoring and trauma informed strategies	Kerra Lee Shearer

Tyndale Christian School Strathalbyn Early Learning Centre	6155	Other	Behaviour support	Kerra Lee Shearer
Tyndale Christian School Murray Bridge Early Learning Centre	5440.91	Other	Mentoring speech pathologist	Bec Mossop Speech Pathology
Burton Primary School OSHC	4850	Other	Support Educators to better understand developmental trauma and how this impacts children's behaviour	Inspired Psychology
Precious Cargo Myrtle Bank	3900	Other	Advice from behaviour therapist	Inspired Psychology
Kesters Community Early Education and Care	4000	Other	Sensory project	Motivate Kids
Goodstart Early Learning Angle Park	5100	Other	Mentoring in behaviour guidance	Inspired Psychology
Blue Skies Child Care Centre	2222.17	Disability Specific Assistance		Autism SA
Treetops Early Learning Centre Findon	5208	Bicultural Support		ABC Multilingua PTY LTD
The Learning Sanctuary Norwood	3712.5	Other	Advice and support from speech pathologist	Sally-Ann Gordon
Kapunda Child Care & Early Learning Centre	2660	Other	Behaviour	Beanstalk Child Psychology
Gladys Smith Early Learning Centre	8765.04	Disability Specific Assistance		Benevolent Society- Inclusive Directions
Flinders University Child Care Centre	6975	Bicultural Support		ABC Multilingua PTY LTD