

Preferred supplier agreement



The parties to the agreement:

LEGAL AID QUEENSLAND a body corporate established by Section 41 of the *Legal Aid Queensland Act 1997* of 44 Herschel Street, Brisbane, in the State of Queensland

(“Legal Aid Queensland”)

AND

(Practice name)

whose office is at:

(Practice address)

(“Preferred Supplier”)

Signed on behalf of Legal Aid Queensland by

Name

Signature

Status

Signed on behalf of the preferred supplier by

Name

Signature

Status

(Partner/principal/director/other: please state)

Date

Date

This agreement must be signed on behalf of the preferred supplier by a person who can bind the preferred supplier to this agreement. If the preferred supplier is:

- a partnership, a partner must sign
- a sole practitioner solicitor, the sole practitioner (principal) must sign, or
- an incorporated legal practice under the *Legal Profession Act 2007*, a director must sign.

This agreement is valid only if it is signed by a person with the specific written authority of Legal Aid Queensland’s Chief Executive Officer.

Whereas

- A. Legal Aid Queensland may enter into an agreement with legal practitioners to meet its obligations under a legal assistance arrangement pursuant to Section 46 of the Act.
- B. Legal Aid Queensland's 'Preferred Supplier List' commenced operation on 2 February 1998 and a legal practitioner must be on a sub list in order to perform the relevant type of legal aid work.
- C. The list is reviewed to ensure newly established practices who have expressed an interest in being included on a list have an opportunity to be considered for inclusion and to enable Legal Aid Queensland to add practices to a list where additional service coverage is needed. Where additional coverage is not immediately required in a region, a practice that meets the inclusion criteria may be placed on a waiting list until further coverage is required or a list is reviewed.
- D. An agreement is between Legal Aid Queensland and a practice operating at a specified location. Contracts are made on an office-by-office basis. Where a practice has more than one office the practice needs to enter into a separate agreement for each office.
- E. Practices included on a list have agreed to comply with any undertakings contained in the application to be included on the list and have agreed to comply with the Practice and Case Management Standards.
- F. Legal Aid Queensland and the Preferred Supplier have agreed to formalise their agreement so as to:
 - i. ensure Legal Aid Queensland has certainty about the performance of legal aid work throughout Queensland.
 - ii. ensure that Legal Aid Queensland referrals go to practices on the list.
 - iii. maximise the quality and cost effectiveness of legal assistance services purchased by Legal Aid Queensland and delivered to the people of Queensland by the preferred supplier.
 - iv. ensure the Preferred Supplier adopts service delivery practices in accordance with the Practice and Case Management Standards.
 - v. ensure proper accountability on the part of the Preferred Supplier for the expenditure of funds provided by Legal Aid Queensland.
 - vi. allow the Preferred Supplier free access to a range of electronic databases and resources to better enable the preferred supplier to deliver a quality legal service.

- G. The Preferred Supplier has agreed to accept referrals and perform legal aid work on the terms and conditions set out in this agreement.

Now the parties agree as follows:

1. Definitions and interpretation

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

Act means the *Legal Aid Queensland Act 1997* (Qld), as amended from time to time.

Agreement means this agreement, including the schedules, as amended from time to time.

Board means the Legal Aid Queensland Board established by Section 48 of the Act.

Business day means a day, other than a Saturday, Sunday or public holiday, in the place in which any relevant act is to be or may be done.

Chief Executive Officer means the Chief Executive Officer of Legal Aid Queensland appointed under Section 64 of the Act.

Commencement date means either 1 August 2018 or the date the agreement is signed on behalf of Legal Aid Queensland, whichever is the latter.

Completed application for legal assistance means where the Preferred Supplier has obtained from the client a signed legal aid application form and all necessary information and documents to support the lodgement of the application.

Confidential information means information of, or supplied by, Legal Aid Queensland, that:

- a. is by its nature confidential
- b. is designated as confidential, or
- c. the Preferred Supplier knows, or ought reasonably to know, is confidential, and includes the terms of this agreement, but does not include information that:
 - i. is already in the possession of the Preferred Supplier and is not subject to an obligation of confidentiality
 - ii. is lawfully received by the Preferred Supplier from a third party or independently developed by the Preferred Supplier, or
 - iii. is already in the public domain, other than through a breach of an obligation of confidentiality.

Criminal Law Sub Lists means Legal Aid Queensland's Criminal Law General List, Criminal Law Youth List and Criminal Law Life List, including any related sub-list introduced by Legal Aid Queensland from time to time.

Eligibility criteria means the criteria for eligibility for inclusion as a preferred supplier on a list, as set out in the application guidelines, accompanying terms and conditions or other documents from time to time used by Legal Aid Queensland for receiving applications for appointment as a preferred supplier on a list, or as otherwise notified from time to time by Legal Aid Queensland.

ILP means an incorporated legal practice under the Legal Profession Act 2007 (Qld).

Legal Aid Queensland means the body corporate established by Section 41 of the Act and where the context so admits includes employees of Legal Aid Queensland.

Legal aid work means the provision of legal services to a legally assisted person by, or by a relevant person on behalf of, a preferred supplier at the request of or referral from, Legal Aid Queensland:

Legal assistance means 'legal assistance', as defined in the Act.

Legal assistance arrangement means a 'legal assistance arrangement' as defined in the Act.

List means the following individual 'Preferred Supplier List' maintained by Legal Aid Queensland, consisting of persons or entities that may provide legal aid work for Legal Aid Queensland and which may be divided into geographical areas on any of the following sub lists:

- a. Civil Law
- b. Family Law
- c. Criminal Law General
- d. Criminal Law Youth
- e. Criminal Law Life and
- f. any other sub-list related to one or more of the lists referred to in subclauses (a) to (e) above, which may be introduced by Legal Aid Queensland from time to time.

Logo means Legal Aid Queensland's Authorised Provider logo for use by the preferred supplier.

LSC means the Legal Service Commission, as continued in existence under section 591 of the Legal Profession Act 2007.

Minimum requirements means:

- a. In relation to:
 - i. a preferred supplier that is a sole practitioner, or
 - ii. a person who is a partner in, or director of, a preferred supplier that is a partnership or ILP
the person holds an unrestricted principal practising certificate.
- b. In relation to a person who is an employed solicitor of a preferred supplier, the person holds a practising certificate.

Notification matter means a matter specified in Schedule 1.

Personal information means 'personal information' as defined in section 12 of the *Information Privacy Act 2009* (Qld).

Practice means a legal practice under the Legal Profession Act 2007.

Practice and Case Management Standards means the standards and checklists setting out the minimum standards required by Legal Aid Queensland from time to time in respect of the performance of legal aid work.

Professional rules means:

- a. all rules made, or applying, under the *Legal Profession Act 2007*, including (without limitation) the *Australian Solicitors' Conduct Rules 2011* (as amended or replaced from time to time), and
- b. all other rules or guides to professional or ethical conduct published from time to time by the QLS and the LSC.

QLS means the Queensland Law Society Incorporated, as continued in existence under section 679 of the *Legal Profession Act 2007*.

Referral means a referral from Legal Aid Queensland to provide legal assistance to a legally assisted person.

Relevant lists means those of the lists that:

- a. the Preferred Supplier applied for inclusion on, and
- b. Legal Aid Queensland notified the Preferred Supplier, in writing, that it had been approved for inclusion on.

Relevant person means, in relation to a preferred supplier, a person referred to in subclause 4.11.

Scale of Fees means the scale of fees and rules for payment of accounts and claiming guidelines, as published or amended from time to time by Legal Aid Queensland.

Specified criminal proceeding has the same meaning as given in the Act.

Specified matter means a matter specified in Schedule 2.

1.2. In this agreement, unless the contrary intention appears:

- a. reference to a clause or a schedule is a reference to a clause in, or schedule to, this agreement,
- b. the parties acknowledge and agree that business may be undertaken by electronic exchange of information and the provisions of the agreement will be read and construed to give effect thereto,
- c. words importing any gender include every gender,
- d. words importing the singular number include the plural number and vice versa,
- e. the headings contained herein are for reference purposes only and do not form part of this agreement and are to be disregarded in the interpretation hereof, and
- f. reference to a 'current' rate or guidelines means a payment rate or guideline in its current rate or form from time to time and not merely as at the date this agreement comes into force.

2. Operation of agreement

- 2.1. Once signed by both of the parties, this agreement comes into operation and takes effect as from the commencement date.
- 2.2. This agreement will expire on the 31 July 2021 unless:
 - a. extended in accordance with clause 19, or
 - b. terminated earlier in accordance with this agreement.

3. Inclusion on the relevant list(s)

- 3.1. Subject to the terms of this agreement, Legal Aid Queensland will, as from the commencement date, include the Preferred Supplier on the relevant lists.
- 3.2. The Preferred Supplier acknowledges and agrees that neither the entry into of this agreement by Legal Aid Queensland, nor the inclusion of the Preferred Supplier on any relevant list, will entitle the Preferred Supplier to perform any minimum level of legal aid work.

4. Service provision

- 4.1. The Preferred Supplier agrees:
 - a. that subject to any conflicts, the Preferred Supplier will accept referrals from Legal Aid Queensland,
 - b. that if the Preferred Supplier is included on any Criminal Law List, the Preferred Supplier will, if requested by Legal Aid Queensland, participate in a rostered duty lawyer service coordinated by Legal Aid Queensland in the relevant geographical area, by ensuring that a relevant person is duly accredited as a duty lawyer and is available to be included on the roster which is already in place or which is to be established, and
 - c. to perform legal aid work in accordance with the terms of this agreement.
- 4.2. The Preferred Supplier must, in performing legal aid work and the Preferred Supplier's obligations under this agreement, comply with:
 - a. all applicable provisions of:
 - i. the Act,
 - ii. the Professional Rules,
 - iii. Legal Aid Queensland Practice and Case Management Standards,
 - iv. any other current Legal Aid Queensland guidelines, and
 - b. any conditions of a relevant grant of legal assistance that Legal Aid Queensland may from time to time impose.
- 4.3. Where the Preferred Supplier:

- a. is representing a client in a specified criminal matter; and
 - b. the client does not have a grant of legal assistance for that matter, the Preferred Supplier must lodge an application for legal assistance on behalf of the client within 10 business days of the client becoming financially eligible for legal assistance unless the client will not be seeking any legal assistance for that matter.
- 4.4. Where the Preferred Supplier obtains a completed application for legal assistance from a client, the Preferred Supplier must submit the application to Legal Aid Queensland within 5 business days.
- 4.5. The Preferred Supplier agrees that:
- a. the rate of payment for:
 - i. legal aid work performed by the Preferred Supplier,
 - ii. legal aid work performed by counsel or other legal practitioners or service providers briefed or retained by the Preferred Supplier in accordance with this agreement, and
 - iii. other disbursements and out-of-pocket expenses incurred by the Preferred Supplier or counsel or other legal practitioners or service providers briefed or retained by the Preferred Supplier in accordance with this agreement,
 - b. will be in accordance with the grant of legal assistance and the Scale of Fees or, if no applicable rate exists, a rate to be negotiated with Legal Aid Queensland prior to the work being performed or the disbursement and expense being incurred; and
 - c. an amount payable by Legal Aid Queensland to a preferred supplier may be paid by Legal Aid Queensland by allowing the preferred supplier to retain contributions given to the preferred supplier by legally assisted persons in accordance with any conditions of any grants of legal assistance.
- 4.6. The Preferred Supplier must not claim, seek to claim or receive, any payment from any person in receipt of legal assistance or any other person on their behalf, in respect of any referral or legal aid work, unless the prior approval of Legal Aid Queensland is obtained, save for initial financial contributions imposed by Legal Aid Queensland as a condition of a grant of legal assistance.
- 4.7. The Preferred Supplier must not enter into a private costs agreement with a person in receipt of legal assistance, in respect of any legal aid work. If a Preferred Supplier and the person in receipt of legal assistance want to enter into a private costs agreement, then the Preferred Supplier must first notify Legal Aid Queensland and, with the consent of the person in receipt of legal assistance, obtain written termination of the relevant grant of legal assistance that is relevant to the legal aid work being performed.
- 4.8. The Preferred Supplier may only provide private legal services for a type of matter for which a grant of legal assistance is available to a client who is, or appears to be, financially eligible for a grant of legal assistance where:
- a. the client has been advised by the Preferred Supplier of the availability of legal assistance and the client's entitlement to make an application for legal assistance,
 - b. the client has instructed the Preferred Supplier in writing that they did not wish to make an application for legal assistance or the client makes an application for legal assistance and the application is refused, and
 - c. the Preferred Supplier retains records of the advice and instructions.
- 4.9. Where the Preferred Supplier seeks to provide, provides or has provided private legal services to a client and:
- a. the client has a current grant of assistance for a matter, or
 - b. the client wishes to make an application for legal assistance for a matter,
- the Preferred Supplier must notify Legal Aid Queensland in writing that the client is or was a private client and provide such other financial information as may be required by Legal Aid Queensland to assess the client's financial eligibility for legal assistance and to determine the appropriate grant of legal assistance.

4.10. Legal Aid Queensland reserves the right to:

- a. re-allocate any particular matter, including any matter that is the subject of a referral, to another preferred supplier or to Legal Aid Queensland's in-house legal practice, where Legal Aid Queensland (at its discretion) considers there are reasonable grounds for doing so, or
- b. request the Preferred Supplier to provide or return a particular file for a legally assisted person to Legal Aid Queensland,

and the Preferred Supplier must comply with any re-allocation or request by Legal Aid Queensland under this clause 4.10.

4.11. Subject to clauses 4.15, 4.16 and 4.17, legal aid work may only be performed by a person who falls within one of the following categories and who satisfies any applicable Minimum Requirements:

- a. In all cases, by a person who is:
 - i. a sole practitioner or a partner in, or principal or director of the Preferred Supplier,
 - ii. a solicitor, law clerk or paralegal employed by the Preferred Supplier, or
 - iii. another person approved by Legal Aid Queensland.

4.12. Where the Preferred Supplier performs legal aid work through a relevant person, the Preferred Supplier must ensure that the relevant person:

- a. has appropriate and relevant experience and competence in relation to the type of work to be performed,
- b. acts in accordance, and complies, with all terms of this agreement, as if the relevant person was the Preferred Supplier, and
- c. is, having regard to any applicable laws or Professional Rules, entitled to undertake the relevant type of work.

4.13. The Preferred Supplier must:

- a. have in place and maintain throughout the duration of this agreement, a supervisory program that, in the opinion of the Chief Executive Officer, is adequate,
- b. ensure that, where any legal aid work is to be performed by a relevant person who is a solicitor, law clerk or paralegal employee by the Preferred Supplier, the legal aid work is performed in accordance with that supervisory program, and
- c. provide details of any supervisory program referred to in subclause (a) above, upon request by Legal Aid Queensland.

4.14. Notwithstanding anything elsewhere in this agreement, Legal Aid Queensland may require that:

- a. a nominated relevant person perform all, or any particular, legal aid work and retain conduct of any such matter(s) until completion, emergencies excepted, or
- b. a particular relevant person not perform legal aid work, until notified otherwise by Legal Aid Queensland,

and the Preferred Supplier must comply with any such requirement of Legal Aid Queensland.

4.15. Where any legal aid work to be performed by the Preferred Supplier requires attendance at a place other than the city or town where the Preferred Supplier's offices are located, the Preferred Supplier may engage a legal practitioner in that city or town to assist the Preferred Supplier in performing the legal aid work, subject to the following requirements:

- a. the Preferred Supplier must use best endeavours to engage a legal practitioner who is a partner, principal, director or employee of, a legal practice that is included as a preferred supplier on the relevant list applicable to the type of legal aid work, and
- b. the Preferred Supplier must ensure that any legal practitioner engaged:
 - i. has appropriate and relevant experience and competence in relation to the type of work to be performed, and

- ii. agrees to payment for their services in accordance with clause 4.6.
- 4.16. Where due to an unexpected and unavoidable professional or personal commitment or emergency, the Preferred Supplier and all relevant persons of the Preferred Supplier are unable to attend a court mention, hearing, trial or a court ordered conference or part thereof, and, in the case of a court mention, it is not appropriate or possible for the Preferred Supplier to use a Legal Aid lawyer as an agent, the Preferred Supplier may engage another legal practitioner to assist the Preferred Supplier in performing the legal aid work subject to the following requirements:
- a. if the Preferred Supplier engages a solicitor, the Preferred Supplier must use best endeavours to engage a legal practitioner who is a partner, principal, director or employee of, a legal practice that is included as a preferred supplier on the relevant list applicable to the type of legal aid work or the preferred supplier may engage counsel,
 - b. if the Preferred Suppliers engages counsel, the Preferred Supplier must engage counsel who is a member of the Bar Association of Queensland and, if Legal Aid Queensland implements an approved list of counsel, the Preferred Supplier must engage counsel who is included on that list, unless Legal Aid Queensland otherwise approves,
 - c. there will be no additional cost incurred by Legal Aid Queensland as a result of the Preferred Supplier engaging another legal practitioner,
 - d. the Preferred Supplier is solely responsible for paying the other legal practitioner,
 - e. the Preferred Supplier must ensure that any legal practitioner engaged:
 - i. has appropriate and relevant experience and competence in relation to the type of work to be performed, and
 - ii. holds a current practicing certificate allowing them to lawfully practice in Queensland,
 - iii. holds or is covered by professional indemnity insurance, and
 - iv. acknowledges and agrees that no claim may be made by the legal practitioner against Legal Aid Queensland, and
 - f. the Preferred Supplier retains responsibility for the matter and conducts the majority of the work in relation to the matter.
- 4.17. Where a grant of legal aid exists for briefing counsel in a matter the Preferred Supplier may brief external counsel in accordance with that grant of aid subject to the following requirements:
- a. the Preferred Supplier must ensure that any counsel briefed:
 - i. has appropriate and relevant experience and competence in relation to the type of work to be performed,
 - ii. agrees to payment for their services in accordance with clause 4.5, and
 - iii. is a member of the Bar Association of Queensland, unless prior written approval is obtained from Legal Aid Queensland,
 - b. all briefs to counsel must be marked 'Legal Aid',
 - c. the Preferred Supplier must ensure that the appropriate pro forma invoice is forwarded to counsel with the brief,
 - d. if Legal Aid Queensland directs the briefing of particular counsel, the Preferred Supplier must brief that particular counsel, and
 - e. if Legal Aid Queensland implements an approved list of counsel, the Preferred Supplier must only brief counsel who is included on that list, unless Legal Aid Queensland otherwise approves.
 - f. if Legal Aid Queensland directs that particular counsel must not be briefed in legal aid matters, the Preferred Supplier must not brief that particular counsel.
- 4.18. Subject to clause 4.17, when selecting counsel to brief, the Preferred Supplier will:

- a. make all reasonable endeavours to comply with the Law Counsel of Australia's Equitable Briefing Policy,
- b. if required by Legal Aid Queensland, provide information to Legal Aid Queensland of the efforts made by the Preferred Supplier to identify and consider briefing female counsel; and
- c. if briefing counsel for hearings or trials in regional areas, support local regional bars by making all reasonable endeavours to genuinely consider briefing counsel of sufficient experience and expertise from the region.

4.19. The Preferred Supplier acknowledges that, where another legal practitioner or counsel is engaged by the Preferred Supplier to perform legal aid work under clauses 4.15, 4.16 or 4.17, the Preferred Supplier remains responsible to Legal Aid Queensland for the legal aid work performed by that practitioner or counsel.

4.20. The Preferred Supplier acknowledges that it has read and agrees to comply with, and ensure that each of:

- a. its relevant persons
- b. any legal practitioner engaged under clauses 4.15 or 4.16, and
- c. any external counsel briefed under clause 4.17

comply with, Legal Aid Queensland's Practice and Case Management Standards.

4.21. The Preferred Supplier acknowledges and agrees that it does not obtain any lien over any legal aid work matter, file or other rights in the work or documents relating to the matter.

4.22. The Preferred Supplier agrees that:

- a. any relevant person undertaking legal aid work will be accessible and contactable between the hours of 9am to 5pm on any business day (leave excepted),
- b. for the purposes of clause 4.22(a) accessible and contactable means that if a person attempts to contact the relevant person and the relevant person is unavailable, there is a facility for the person to leave a message and the relevant person will contact the person within a reasonable time having regard to the identity of the caller, the nature of the call and the urgency of the issues raised, and
- c. it will have suitable storage to ensure privacy and security of client files in relation to legal aid work being performed.

4.23. Without limiting any other provision of this agreement, if, during the currency of this agreement, a relevant person:

- a. who is required to hold a practising certificate, fails to hold or renew a practising certificate, or
- b. has their practising certificate suspended or revoked for any reason whatsoever

that relevant person must not perform any legal aid work and the Preferred Supplier must immediately take all necessary steps to arrange for any existing or new legal aid work to be performed by another relevant person.

5. Audit

5.1. The Preferred Supplier agrees to provide to Legal Aid Queensland any of its legal aid work files, for audit in relation to any of the following matters:

- a. claims made by the preferred supplier, or other service providers retained or briefed by the preferred supplier, for payment in relation to legal aid work performed,
- b. compliance by the preferred supplier with Legal Aid Queensland's Practice and Case Management Standards,
- c. compliance with the terms and conditions of this agreement,

- d. compliance with the eligibility criteria, rules for payments of accounts, claiming guidelines and documentary requirements,
 - e. compliance with Legal Aid Queensland's means and merit guidelines,
 - f. quality of legal aid work performed,
 - g. claims made for legal assistance, submitted by the preferred supplier via Legal Aid Queensland's simplified merit checklists/information requests, and
 - h. complaints from legally assisted persons of a substantial or repeat nature regarding legal aid work performed by the preferred supplier.
- 5.2. The Preferred Supplier will provide all files requested by Legal Aid Queensland for audit purposes within 10 business days of the date of the request or within such other time period as may be agreed between Legal Aid Queensland and the Preferred Supplier.
- 5.3. The reasonable cost of delivering files to and returning files by Legal Aid Queensland for audit purposes will be borne by Legal Aid Queensland.
- 5.4. Without limiting any other right of Legal Aid Queensland:
- a. any non-compliance with this agreement by the Preferred Supplier, identified by Legal Aid Queensland during an audit, will be raised and discussed with the Preferred Supplier and remedial action will be taken by the Preferred Supplier within the time agreed between Legal Aid Queensland and the Preferred Supplier and failing agreement, within a reasonable time as specified by Legal Aid Queensland,
 - b. any refund of moneys owing to Legal Aid Queensland by the Preferred Supplier, identified by Legal Aid Queensland during an audit, will be discussed with the Preferred Supplier with a view to agreeing on the sum of money owing and, failing agreement, such moneys will be confirmed by Legal Aid Queensland as owing,
 - c. all moneys owing to Legal Aid Queensland, as agreed or confirmed under subclause 5.4(b), must be refunded to Legal Aid Queensland by the Preferred Supplier from the next available and subsequent electronic funds transfer, unless Legal Aid Queensland and the Preferred Supplier agree to alternative arrangements, and
 - d. any refund of moneys owing to the Preferred Supplier by Legal Aid Queensland, identified by Legal Aid Queensland during an audit, will be refunded by Legal Aid Queensland in the next available electronic funds transfer.

6. Preferred supplier obligations

- 6.1. In performing legal aid work, the Preferred Supplier must:
- a. ensure that all legal aid work is performed to a high professional and ethical standard,
 - b. comply, and ensure that each relevant person complies, with any relevant practice rules, guidelines and directions made by Courts, to the fullest extent possible,
 - c. where applicable, comply, and ensure that each relevant person complies, with any protocols relevant to the jurisdiction established from time to time,
 - d. comply with Professional Rules, and
 - e. comply, and ensure that each relevant person complies, with Legal Aid Queensland Practice and Case Management Standards.
- 6.2. The Preferred Supplier must keep, and must ensure that each relevant person keeps up-to-date with changes in the law in their nominated areas of practice and attends Continuing Legal Education and/or Continuing Profession Development programs designed to achieve this, at their own expense.
- 6.3. The Preferred Supplier must participate in any trial conducted by Legal Aid Queensland attempting to modify its policies, guidelines and/or scale of fees, including exercising delegated decision making powers in accordance with Legal Aid Queensland's policies and guidelines.

6.4. The Preferred Supplier:

- a. agrees to claim payments for legal aid work only in accordance with the Scale of Fees and
- b. unless Legal Aid Queensland agrees otherwise, must:
 - i. where the Preferred Supplier agreement is ongoing and has not been terminated by either party, lodge a claim for payment of legal aid work performed within three months from the end of relevant proceedings and/or finalisation of the relevant matter, and
 - ii. where the Preferred Supplier agreement is terminated by either party, lodge a claim for payment of legal aid work performed in current matters within 10 business days of the notice of termination.

6.5. The Preferred Supplier must accept payment for legal aid work performed by way of electronic funds transfer.

6.6. The Preferred Supplier must establish at its own expense, such facilities as are reasonably required by Legal Aid Queensland to enable the electronic lodgement of applications for legal assistance and accounts relating to legal aid work performed and, as far as practicable, to electronically communicate with Legal Aid Queensland in relation to all referrals, requests and information. The Preferred Supplier must ensure that the Preferred Supplier's staff are adequately trained to use such facilities.

6.7. The Preferred Supplier must notify Legal Aid Queensland in writing, within 10 business days, of the occurrence of any notification matter described in Schedule 1. If the notification matter is of a type described in paragraph (a) of Schedule 1, the Preferred Supplier must also:

- a. if required by Legal Aid Queensland, provide further information or documents in relation to the relevant matter;
- b. notify Legal Aid Queensland of the outcome of the relevant matter,
- c. if required by Legal Aid Queensland, provide, or procure any relevant person to provide, an authority for Legal Aid Queensland to be provided with information or documents regarding the relevant matter; and
- d. if required by Legal Aid Queensland, provide, or procure any relevant person to provide, an authority for Legal Aid Queensland to be informed of the outcome of the relevant matter.

6.8. When the Preferred Supplier is a partnership, the preferred supplier must:

- a. on request by Legal Aid Queensland, provide Legal Aid Queensland with a list of the names of all partners, and
- b. ensure that all new partners (who become partners after this agreement has come into force) are bound automatically by this agreement (by virtue of the Preferred Supplier's partnership deed or otherwise).

6.9. The Preferred Supplier must maintain all necessary professional indemnity insurance as may be required by the QLS or otherwise under the Legal Profession Act 2007 or any Professional Rule and provide evidence thereof as requested by the Chief Executive Officer or their nominee.

6.10. The Preferred Supplier must comply with, and must ensure that each relevant person performing legal aid work for the Preferred Supplier complies with, the confidentiality provisions of the Act in respect of information about a legally assisted person for whom the Preferred Supplier is performing legal aid work.

6.11. The Preferred Supplier must do, and must ensure that each relevant person performing legal aid work for the Preferred Supplier does, everything necessary to protect the copyright and intellectual property of Legal Aid Queensland in the electronic databases and information, materials and documents accessed by the Preferred Supplier or any relevant person pursuant to clause 7.3 herein.

6.12. The Preferred Supplier will comply with, and must ensure that each relevant person performing legal aid work for the Preferred Supplier complies with, all directions made by Legal Aid

Queensland to ensure the protection of copyright and other intellectual property in continuing professional development materials and documents accessed by the Preferred Supplier or any relevant person pursuant to clause 7.3 herein.

- 6.13. The Preferred Supplier will permit Legal Aid Queensland to carry out surveys of clients for whom it has performed legal aid work and must provide Legal Aid Queensland with such information as Legal Aid Queensland may reasonably require for such purpose. Legal Aid Queensland or its agents, in carrying out the survey of clients, agree to respect client confidentiality.
- 6.14. The Preferred Supplier will:
- a. provide prompt and efficient replies to inquiries by legally assisted persons for whom the Preferred Supplier is performing legal aid work, and
 - b. provide adequate replies to inquiries from Legal Aid Queensland within 10 business days, or such further time period as agreed with Legal Aid Queensland, and where the Preferred Supplier fails to provide a reply within 10 working days, or further time period agreed, agrees and acknowledges that Legal Aid Queensland may suspend payment to the Preferred Supplier until the reply is received.
- 6.15. The Preferred Supplier must comply with the provisions of all applicable state and federal anti-discrimination legislation. The Preferred Supplier must indemnify Legal Aid Queensland against any cost, loss, damage, expense, action or claim which may be suffered or incurred by, or brought against, Legal Aid Queensland as a consequence of a breach of this clause.
- 6.16. The Preferred Supplier must act, and must ensure that each relevant person acts in a reasonable, polite and courteous manner when dealing with Legal Aid Queensland, any legally assisted person and any other practitioner.
- 6.17. The Preferred Supplier acknowledges that, in providing services under this agreement, it is an independent provider of such legal services.
- 6.18. The Preferred Supplier is appointed as an independent contractor to Legal Aid Queensland and not as it agent.

7. Legal Aid Queensland's obligations

- 7.1. Legal Aid Queensland will pay the Preferred Supplier for legal aid work performed by the Preferred Supplier, in accordance with the terms of the grant of legal assistance and the Scale of Fees.
- 7.2. Subject to clause 4.10, if an application for legal assistance made by the Preferred Supplier on behalf of a legally assisted person is approved, Legal Aid Queensland will provide a referral in relation to that application in accordance with Legal Aid Queensland's policy on grants of legal assistance, as in force from time to time.
- 7.3. Legal Aid Queensland will, without charge, provide the Preferred Supplier and any relevant person performing legal aid work for the Preferred Supplier with reasonable access to such of its resources, to assist in the performance of legal aid work, including access to video-link facilities, a range of electronic databases and continuing professional development materials and documents.
- 7.4. Legal Aid Queensland will permit the Preferred Supplier to promote itself as a Legal Aid Queensland preferred supplier, including its use of Legal Aid Queensland's Authorised Provider logo, provided the nature and extent of such promotional material and the intended use of the logo have the prior approval of Legal Aid Queensland.
- 7.5. Legal Aid Queensland will give the Preferred Supplier notice of any proposed change in any of Legal Aid Queensland's policies or guidelines, any Practice and Case Management Standard or the Scale of Fees.
- 7.6. Legal Aid Queensland will provide prompt and efficient replies to inquiries by the Preferred Supplier or any legally assisted person in relation to whom the Preferred Supplier is providing legal aid work.

8. Termination

- 8.1. Subject to clause 8.3, if the Preferred Supplier commits a breach of any part of this agreement, Legal Aid Queensland may give the Preferred Supplier written notice specifying:

- a. the breach, and
- b. the period (which will not be less than 10 business days) within which:
 - i. the breach must be rectified to Legal Aid Queensland's satisfaction; and/or
 - ii. reasonable cause must be shown by the preferred supplier as to why the breach should not result in termination of this agreement.

8.2. If the Preferred Supplier, having received notice under clause 8.1, fails to remedy the breach referred to in that notice and/or to show reasonable cause why the failure should not result in the termination of this agreement, by the date specified in that notice, Legal Aid Queensland may remove a Preferred Supplier from one or more lists or may terminate this agreement by written notice at any time after the specified date.

8.3. Legal Aid Queensland may, by written notice to the Preferred Supplier, immediately remove a preferred supplier from one or more lists or may terminate this agreement if any specified matter described in Schedule 2 occurs and Legal Aid Queensland, at its discretion, determines that the occurrence of the specified matter means that it is appropriate to remove a preferred supplier from one or more lists or to terminate this agreement.

8.4. This agreement may be terminated by the Preferred Supplier and a Preferred Supplier may request removal from one or more lists upon the giving of three months' prior notice in writing to Legal Aid Queensland. Where the preferred supplier gives notice of termination or requests removal from a list under this clause, no new referrals will be provided to, or accepted by, the preferred supplier in the case of termination and no new referrals in relation to the list will be provided to, or accepted by, the preferred supplier in the case of request for removal from the list.

8.5. Notwithstanding anything in clauses 8.1 to 8.3 above, if any event occurs that would permit Legal Aid Queensland to terminate this agreement, Legal Aid Queensland may, at its election suspend this agreement, without terminating it for such period and on such conditions as it considers appropriate.

9. Consequences of termination or removal from a list

9.1. Upon termination of this agreement for any reason:

- a. subject to clause 9.2, the Preferred Supplier must:
 - i. immediately cease performing any legal aid work, and
 - ii. immediately return to Legal Aid Queensland, or forward to another preferred supplier as directed by Legal Aid Queensland, all client files for persons in receipt of legal assistance for whom the Preferred Supplier was performing legal aid work, and
- b. the Preferred Supplier will be removed from all relevant lists and will not be eligible to perform any further legal aid work, unless and until the Preferred Supplier enters into a new agreement with Legal Aid Queensland.

9.2. Where the agreement is not terminated but a Preferred Supplier is removed from a list/s, upon the removal of a Preferred Supplier from that list/s, the Preferred Supplier must:

- a. Immediately cease performing any legal aid work referred to the Preferred Supplier by virtue of the Preferred Supplier being included on that list/s, and
- b. Immediately return to Legal Aid Queensland, or forward to another preferred supplier as directed by Legal Aid Queensland, all clients files for persons in receipt of legal

assistance for whom the Preferred Supplier was performing that legal aid work.

9.3. Notwithstanding clauses 9.1 or 9.2, Legal Aid Queensland may notify the Preferred Supplier to continue to perform any existing legal aid work, on the same terms and conditions as set out in this agreement, for a period not exceeding three months, to enable Legal Aid Queensland to establish satisfactory alternative arrangements for the performance of the legal aid work by another preferred supplier.

9.4. Upon termination of this agreement, any provision that relates to or governs the acts of the Preferred Supplier after it has ended remains in full force and effect and is enforceable even though this agreement has ended.

10. Confidentiality

10.1. In addition to clause 6.10, the Preferred Supplier must not, and must ensure that its officers, employees, agents and subcontractors do not, use or disclose any confidential information without Legal Aid Queensland's consent, other than:

- a. disclosure to an officer, employee, agent or subcontractor to the extent necessary for the Preferred Supplier to perform its obligations under this agreement, provided that the Preferred Supplier makes any such person aware that the information is, and must be kept, confidential, or
- b. to the extent required by law.

10.2. The Preferred Supplier will be responsible to Legal Aid Queensland to ensure that any person referred to in subclause 10.1(a) keeps the confidential information strictly confidential.

11. Privacy

11.1. If the Preferred Supplier collects, or has access to, personal information in order to perform legal aid work or the Preferred Supplier's obligations under this agreement, the Preferred Supplier must comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) as if the Preferred Supplier was Legal Aid Queensland.

12. Variations of agreement

12.1. The provisions of the agreement may be varied from time to time by an exchange of letters signed by the Chief Executive Officer or delegate and the Preferred Supplier.

13. Law

13.1. This agreement will be governed by the laws of Queensland.

14. Assignment

14.1. Neither party may assign, in whole or in part, its benefits under the agreement without the prior written consent of the other party which consent will not be unreasonably withheld.

15. Notices

15.1. A notice or other communication which may be given to or served on one party under this agreement will be deemed to have been duly given or served if:

- a. it is in paper form then:
 - i. it is in writing
 - ii. signed on behalf of the other party, and
 - iii. is delivered by hand or by facsimile or posted to the address set out at the commencement of this agreement or such other address as is notified in writing by the parties from time to time, or
- b. it is in electronic form then:
 - i. emanating from a party's email address, and
 - ii. is delivered to the email address of the other party as notified by the other party from time to time.

15.2. A notice will be deemed to have been served and received by the party to whom it is addressed:

- a. if delivery is by hand, on the date of actual delivery
- b. if sent by post, at a time when, in the ordinary course of post, it would have been delivered to the address to which it was sent, or

- c. if sent by facsimile or electronic transmission, when the machine on which the notice was sent reports that the notice has been transmitted satisfactorily.

16. Indemnity by Preferred Supplier

16.1. The Preferred Supplier must indemnify Legal Aid Queensland against any cost, loss, expense, damage, claim or action incurred or suffered by, or brought against, Legal Aid Queensland as a result of, in connection with:

- a. any breach of this agreement by the Preferred Supplier,
- b. the negligence of the Preferred Supplier or any relevant person, or
- c. any unlawful conduct of the Preferred Supplier or any relevant person.

17. Liability of Legal Aid Queensland

17.1. Legal Aid Queensland is not liable to the Preferred Supplier for any loss or damage, including consequential or economic loss or damage, arising from, in relation to or as a consequence of:

- a. the subject matter of this agreement
- b. any breach of this agreement by Legal Aid Queensland, provided that Legal Aid Queensland has acted in good faith, or
- c. Legal Aid Queensland's exercise, or purported exercise, of any of its rights under this agreement.

18. Entire agreement

18.1. The agreement represents the entire agreement and understanding between the parties in connection with its subject matter and supersedes any previous agreement between the parties relating to its subject matter. It supersedes all prior negotiations, representations and undertakings whether written or oral and does not exclude any liability for fraudulent misrepresentation.

19. Extension

19.1. The agreement may be extended for such period or periods as may be agreed between the parties.

20. Gifts

20.1. The Preferred Supplier must not offer, give, or agree to give to any of Legal Aid Queensland's staff any gift or consideration of any kind as an inducement or reward for:

- a. doing, or forbearing to do, (or for having done or forborne to do) any act in relation to the obtaining or execution of this agreement (or to the obtaining of work under this agreement), or
- b. showing, or forbearing to show, (or for having shown or forborne to show) favour or disfavour to any person in relation to this agreement (or the obtaining of work under the agreement).

20.2. Any breach of this clause 20 by the Preferred Supplier or by anyone employed or engaged by the Preferred Supplier acting on behalf of the Preferred Supplier (whether with or without the knowledge of the Preferred Supplier) entitles Legal Aid Queensland to immediately terminate this agreement by written notice to the Preferred Supplier. Where this agreement is terminated under this clause 20.2, the provisions of clause 9 will apply.

21. Survival

21.1 Without limiting the ability of any clause to survive expiration or termination of this agreement, the following clauses will survive expiration or termination of this agreement:

- a. Clause 4.5 (rate of payment)
- b. Clause 5 (audit)
- c. Clause 6.10 (confidentiality – client information)

- d. Clause 6.11 (protection of Legal Aid Queensland's intellectual property)
- e. Clause 6.12 (protection of intellectual property in CPD material and documents)
- f. Clause 6.13 (surveys)
- g. Clause 9 (consequences of termination and removal from a list)
- h. Clause 10 (confidentiality – confidential information)
- i. Clause 11 (privacy)
- j. Clause 16 (indemnity)
- k. Clause 17 (liability)
- l. This clause 21.1.

Schedule 1

Notification Matter (Clause 6.7)

Each of the following is a 'notification matter' for the purposes of this agreement:

- A. The commencement of professional disciplinary proceedings by or through the QLS or the LSC against the Preferred Supplier or any relevant person who is performing, has previously performed, or may be expected to perform, legal aid work.
- B. The commencement of an investigation by a law enforcement body or the commencement of any criminal proceeding against the Preferred Supplier or any relevant person who is performing, has previously performed, or may be expected to perform, legal aid work, other than investigations of or proceedings relating to minor traffic offences.
- C. The:
 - i. acceptance by the Preferred Supplier's professional indemnity insurer of liability for, or
 - ii. making of a decision by a court or tribunal against the Preferred Supplier about any claim against the preferred supplier for professional negligence of the Preferred Supplier.
- D. If:
 - i. the Preferred Supplier is a sole practitioner, the Preferred Supplier ceases to hold an unrestricted principal practising certificate, or
 - ii. the Preferred Supplier is a partnership or ILP, a relevant person who is a partner in, or director of, the Preferred Supplier and who is performing, has previously performed, or may be expected to perform, legal aid work ceases to hold an unrestricted principal practising certificate.
- E. If the Preferred Supplier relied upon the experience and expertise of an employee to meet the selection criteria in the application for appointment as a Preferred Supplier, the employee ceases to be employed by the Preferred Supplier or the employee ceases to hold a current practicing certificate.
- F. In the case of a Preferred Supplier who is a sole practitioner, the commencement of proceedings for the bankruptcy of the Preferred Supplier personally.
- G. In the case of a Preferred Supplier that is a partnership or ILP, the commencement of proceedings for:
 - i. bankruptcy of a relevant person who is a partner in, or director of, the Preferred Supplier and who is performing, has previously performed, or may be expected to perform, legal aid work, or
 - ii. the liquidation or winding up of the Preferred Supplier.
- H. The appointment of a receiver, administrator, controller or liquidator in relation to the Preferred Supplier.
- I. Any change in the Preferred Supplier's business address or business operations.
- J. Where the Preferred Supplier is a partnership or ILP, any change in the Preferred Supplier's partners or directors.
- K. Any proposed:
 - i. merger of
 - ii. acquisition by, or of, or
 - iii. transfer ofthe Preferred Supplier's business.

- L. The closure or planned closure of any office of the Preferred Supplier.
- M. The Preferred Supplier proposes to cease operations.
- N. Any inability of:
 - i. the Preferred Supplier (if a sole practitioner)
 - ii. a relevant person who is a partner or director of the preferred supplier and who is performing, has previously performed, or may be expected to perform, legal aid work to carry out his or her duties for a period exceeding three months.

Schedule 2

Specified Matter (Clause 8.3)

Each of the following is a 'specified matter' for the purposes of this agreement:

- A. Any information supplied to Legal Aid Queensland or any other entity by, or on behalf of the Preferred Supplier, whether in relation to an application by the Preferred Supplier for inclusion on a relevant list or in accordance with any part of this agreement, or in relation to any legal aid work, is false or misleading.
- B. The Preferred Supplier ceases to satisfy the eligibility criteria for any relevant list.
- C. If the Preferred Supplier relied upon the experience and expertise of an employee to meet the selection criteria in the application for appointment as a preferred supplier, the employee ceases to be employed by the Preferred Supplier or the employee ceases to hold a current practicing certificate and the Preferred Supplier has not replaced that employee with another employee of similar experience and expertise holding a current practicing certificate.
- D. The Preferred Supplier lodges a false or dishonest application for legal assistance with Legal Aid Queensland.
- E. The Preferred Supplier, or any relevant person:
 - i. engages in conduct in relation to any legal aid work that Legal Aid Queensland considers to be dishonest or unprofessional, or
 - ii. intentionally or accidentally misleads a court as to the status or outcome of any determination by Legal Aid Queensland about an application for a grant of legal assistance.
- F. The Preferred Supplier fails to comply with, or ensure compliance with, the Practice and Case Management Standards, and Legal Aid Queensland considers that the failure adversely affected, or could have affected, the outcome of the relevant matter or the legal position of the legally assisted person.
- G. The Preferred Supplier commits a breach of this agreement that Legal Aid Queensland considers to be:
 - i. a serious breach that is incapable of being remedied, or
 - ii. a breach that has adversely affected, or could adversely affect, Legal Aid Queensland's financial position or reputation.
- H. Legal Aid Queensland determines that, because of repeated breaches of this agreement or previous agreements by the Preferred Supplier (whether they have individually been rectified or not), the Preferred Supplier is no longer an appropriate person or entity to perform legal aid work.
- I. The commencement of professional disciplinary proceedings by or through the QLS or the LSC against the Preferred Supplier or any relevant person who is performing, has previously performed, or may be expected to perform, legal aid work.
- J. The commencement of an investigation by a law enforcement body or the commencement of a criminal proceeding against the Preferred Supplier or any relevant person who is performing, has previously performed, or may be expected to perform, legal aid work, other than investigations or proceedings of minor traffic offences.
- K. The Preferred Supplier or any relevant person who is performing, has performed, or may be expected to perform, legal aid work, has a finding of dishonesty, unprofessional conduct or professional misconduct made against them.
- L. The Preferred Supplier or any relevant person who is performing, has previously performed, or may be expected to perform, legal aid work, is found guilty of any criminal offence, other than a minor traffic offence.
- M. If:

- i. the Preferred Supplier is a sole practitioner, the Preferred Supplier ceases to hold an unrestricted principal practising certificate, or
 - ii. the Preferred Supplier is a partnership or ILP, a relevant person who is a partner in, or director of, the Preferred Supplier and who is performing, has previously performed, or may be expected to perform, legal aid work ceases to hold an unrestricted principal practising certificate.
- N. If the Preferred Supplier is a sole practitioner, the commencement of proceedings for the bankruptcy of the Preferred Supplier personally.
- O. If the Preferred Supplier is a partnership or ILP, the commencement of proceedings for:
 - i. bankruptcy of a relevant person who is a partner in, or director of, the Preferred Supplier and who is performing, has previously performed, or may be expected to perform, legal aid work, or
 - ii. the liquidation or winding up of the Preferred Supplier.
- P. The appointment of a receiver, administrator, controller or liquidator in relation to the Preferred Supplier.
- Q. If the Preferred Supplier is a partnership or ILP, any change in the Preferred Supplier's partners or directors that Legal Aid Queensland considers adversely impacts on the ability or appropriateness of the Preferred Supplier to perform legal aid work in accordance with this agreement.
- R. The Preferred Supplier ceases operations.
- S. The occurrence of any matter described in paragraphs (H), (I), (J), (K), (L), (M) or (N) of Schedule 1 that Legal Aid Queensland considers adversely impacts on the ability or appropriateness of the Preferred Supplier to perform legal aid work in accordance with this agreement.