Expression of interest

Section A INVITATION

FOR North Coast Creative Therapies Pilot

Healthy North Coast acknowledges the traditional custodians of the lands across our region and pays respect to the Elders past, present and emerging. We recognise these lands were never ceded and acknowledge the continuation of culture and connection to land, sky and sea. We acknowledge Aboriginal and Torres Strait Islander peoples as Australia's First Peoples and honour the rich diversity of the world's oldest living culture.

phn NORTH COAST
An Australian Government Initiative

Healthy North Coast is an independent, not-for-profit organisation proudly delivering the PHN program in North Coast NSW. We are committed to improving the health of our communities through quality primary health care. The PHN program is an Australian Government initiative.

www.hnc.org.au

1. Introduction

1.1 Expression of Interest

Healthy North Coast Ltd (HNC), trading as North Coast Primary Health Network (NCPHN), is seeking Expressions of Interests (EOI) from Australian, New Zealand and Asian Creative Arts Therapies Association (ANZACATA) or Australian Music Therapy Association (AMTA) credentialed creative therapy providers to deliver the North Coast Creative Therapies Pilot.

The Expression of Interest (EOI) documents are comprised of:

i. Section A: Invitation (this document); and
ii. Section B: Participant Return Schedules

1.2 Indicative Timing

EOI Released to Market	2 October 2025
EOI Closing	13 October 2025, 5pm
Award Notices	From 21 October 2025

1.3 Healthy North Coast

Healthy North Coast is proud to deliver the North Coast PHN Program in partnership with the Mid North Coast and Northern NSW Local Health Districts (LHDs) and the six Aboriginal Community Controlled Health Organisations (ACCHOs) in the region. We work alongside community members, health professionals and social services to build a person-centred health system that delivers high-quality, integrated and accessible care. We aim to work together to transform the healthcare system to reduce health inequities.

With guidance from the ACCHOs, HNC is prioritising improved health outcomes for Aboriginal and Torres Strait Islander peoples. HNC is committed to commissioning services that are holistic, comprehensive, culturally safe, prevention-focused and equitable.

Our work is grounded in understanding the health needs of the North Coast, to identify possible gaps in services and inform better decision making. HNC completed the Health Needs Assessment in 2024 in collaboration with our community, clinicians and service providers and is available here for all to use (https://hnc.org.au/health-needs-assessment-25-28/).

HNC is a commissioner of services that best meet community needs. We have well-established and effective clinical and community councils across the region which guide our actions to improve the quality of health care.

HNC priorities are:

i. Better mental health and emotional wellbeing
ii. Closing the gap in Aboriginal and/or Torres Strait Islander health and wellbeing
iii. Improving our population's health and wellbeing
iv. Children's and younger persons health
v. Building a highly skilled and capable health workforce
vi. Improving the integration of health services through electronic and digital health platforms

vii. Improving the health and wellbeing of older people
viii. Preventative health and chronic disease
ix. Addressing Socio-demographics and health, and
x. Providing Alcohol and Other Drug prevention and treatment programs.

The HNC region covers 32,767 square kilometres from the Queensland border in the north, to Port Macquarie in the south. The population in the region is 541,520+ with high rates of older people and disadvantage. Across the Healthy North Coast regions approximately 5.8% of the population identify as Aboriginal and/or Torres Strait Islander Peoples (Australian Census 2021).

1.4 Background and context

The Creative Therapies grant opportunity was announced as part of the Department of Health, Ageing and Disability 2023-24 Budget. Over $3million was provided for a pilot program which aims to test the impact of, and demand for, arts and music therapy services for vulnerable communities as a complement to other longer-term supports, including clinical services.

Healthy North Coast invites registered members of ANZACATA and AMTA to partner with Healthy North Coast to deliver the North Coast Creative Therapies Pilot.

The purpose of the North Coast Creative Therapies Pilot is to implement a pilot program to provide creative arts and music therapy services to people with moderate to severe mental health challenges, to support broader understanding of the efficacy and acceptance of creative therapies treatment across the North Coast region.

Healthy North Coast will deliver the North Coast Creative Therapies Pilot under two distinct service models. The two distinct service models will be referred to as Model 1 and Model 2 throughout the Expression of Interest.

Service Model Overview:

Model 1				
Location	**Referral Pathway**	**Eligibility**	**Population**	**Operating Hours**
North Coast Region	The North Coast Creative Therapies Pilot is for anyone living in the North Coast region who is experiencing moderate to severe and complex mental ill-health (does not require diagnosis) who are engaged in services to support recovery. Model 1 will be centralised via the Medicare Mental Health Phone Service.	Assessed via the Initial Assessment Referral Service Decision Support Tool (IAR-DST) as being between level 3 – 4+. *see image of stepped care continuum below.	People living with moderate to severe mental ill-health.	Monday to Friday business hours, with flexibility to tailor hours to meet the needs of clients.

Model 2				
Location	**Referral Pathway**	**Eligibility**	**Population**	**Operating Hours**
North Coast Region ACCHOs	Under the pilot ACCHOs across the North Coast will partner with registered creative therapists to deliver culturally safe creative therapy interventions for Aboriginal Social and Emotional Wellbeing (SEWB) clients. Services will complement existing SEWB and clinical mental health supports, with therapy offered through a blend of individual and group settings.	Patients of ACCHOs that have been referred by ACCHO clinicians or are a participant of ACCHO SEWB program/s.	People living with moderate to severe mental ill-health.	Services offered as agreed with the ACCHO and creative therapist during the codesign phase.

2. Service Requirements and Specification

2.1 Objectives

The North Coast Creative Therapies Pilot is being delivered with funding from the Department of Health, Disability and Ageing and will offer an opportunity to test the demand for, and impact of, arts and music therapies for people living with moderate to severe mental ill-health.

2.2 Outcomes and Impacts

The national Creative Therapies Pilot evaluation is in development, however the below are interim outcomes the national evaluation provider has developed.

Short term

- Creative Therapies providers are visible to people in pilot sites seeking mental health supports
- People seeking mental health support have improved access to creative therapies appropriate to their individual needs
- Practitioners recommend creative therapies that complement other mental health supports that eligible participants are engaged in
- Participants have improved experience

Medium Term

- Participants experience reduced levels of psychological distress
- Participants experience improved psychological wellbeing and improved functional capacity
- Participants experience improved quality of life, including social connectedness and engagement
- Participants continue to engage in creative therapies treatment

Longer term

- Decrease in the likelihood of relapse or hospitalisation
- Participants are engaged in group sessions
- Participants engage or re-engage with education, employment or social opportunities.

2.3 Model 1

Model 1 will deliver creative therapies services to clients who are assessed as having moderate to severe mental ill-health (does not require diagnosis), with priority on cohorts that have long-term engagement in psychological therapy sessions, with no significant improvement in outcomes.

2.3.1 Fee for Service Model

The North Coast Creative Therapies Pilot will be delivered via a fee-for-service model, with creative therapy Providers being paid per session or per unit of service delivered.

The fee-for-service model includes a flat rate per session, with the contracted Creative Therapy Providers billing HNC under an individual contract agreement. As the North Coast Creative Therapies Pilot will be delivered via a blend of onsite using practitioner's studio, in-reach, outreach and co-location models. Regional loading allocation is included to the fee structure for Providers to identify during billing if services have been delivered off site. The table below outlines the maximum threshold for payments under the fee-for-service model (excl. GST).

Activity Area	Session Type	Standard Session Rate	Admin Fee 10%	Regional loading for outreach only	Maximum Total Funding Per Session
Creative Therapies Intervention via ANZACATA or AMTA credentialed provider	Individual	$110.00	$11.00	$20.00	$141.00
Creative Therapies Intervention via ANZACATA or AMTA credentialed provider	Group with between 3-10 clients	$180.00	$18.00	$20.00	$218.00
Creative Therapies Intervention via ANZACATA or AMTA credentialed provider	Group with 10+ clients	$250.00	$25.00	$20.00	$295.00

2.3.2 Session Allocations

North Coast Creative Therapies Providers will be eligible to deliver 10 sessions per client per financial year. The preferred model for Model 1 is to deliver the first seven sessions to clients individually and the final three sessions in the episode of care should be offered as group sessions. If the client does not wish to participate in group sessions, the final three sessions can be delivered as individual.

Clients are not eligible to receive additional episodes of care in the same financial year, unless deemed appropriate by the Medicare Mental Health Phone

Across the North Coast region, mental health and wellbeing intake, assessment, and referrals are coordinated through a centralised system known as the Medicare Mental Health Phone Service. This program is operated by Healthy North Coast and the Referral Spoke service supports the mapping and management of referral pathways across the region.

In rare circumstances, such as when clients face significant risks due to limited service access or extended wait times, Healthy North Coast may allocate additional sessions to support care needs.

This decision is made internally by Healthy North Coast and managed via the Medicare Mental Health Phone Service. It is not something that providers can request directly.

2.3.3 Referrals

All referrals under Model 1 of the North Coast Creative Therapies Pilot will be managed by Healthy North Coast's Medicare Mental Health Phone service from service establishment until 30 June 2026. Referrals will come via an agreed secure message format and creative therapies providers will have the opportunity to decline or accept the referral. From 1 July 2026 referrals will be directly managed by Healthy North Coast through the Medicare Mental Health Phone Service.

2.4 Model 2

Model 2 is to be delivered in partnership with Aboriginal Community Controlled Health Organisations (ACCHOs) across the North Coast region, to enhance access to mental health and wellbeing interventions for Aboriginal and/or Torres Strait Islander Peoples who are experiencing low social and emotional wellbeing, or mental health challenges.

Services will complement existing Social and Emotional Wellbeing (SEWB) and clinical mental health supports, with therapy offered through a blend of individual and group settings.

2.4.1 Codesign

The Model for each ACCHO will be co-designed with the selected creative therapist/s and the participating ACCHO. The model may include working alongside an Aboriginal cultural therapist to deliver group sessions. It is likely that creative therapy service will be a mix of individual and group sessions and delivered on a regular day at an ACCHO or appropriate community facility.

2.4.2 Sessional allocations

Model 2 will be co-designed with participating ACCHOs and creative therapists. It is likely that creative therapists will work from an ACCHO facility and will deliver a blend of individual and group sessions on a regular day. However, there may be cases where sessions are delivered over more than one day. The service arrangements will be agreed between the ACCHOs and therapists in a meeting facilitated by HNC. The rates for Model 2 will also be set based on the fee-for-service model above (see 2.3.1).

2.4.3 Referrals

All referrals under Model 2 will be managed by the ACCHOs. Creative therapists will work closely with a program lead at the ACCHO. The program lead will manage referrals and promote the service with community and clinicians.

2.4.4 Role of Creative Therapists

- Work with ACCHOs to co-design a service delivery model (including referral pathways, session frequency, group/individual settings and mode of delivery)
- Deliver creative therapy services that complement existing SEWB and clinical care
- Collect and submit required data in line with the Primary Mental Health Care Minimum Data Set (PMHC-MDS)
- Participate in regular contract and governance meetings with Healthy North Coast (HNC) and ACCHOs
- Contribute to program evaluation by providing both qualitative and quantitative outcomes data

2.4.5 Service Delivery Expectations

- Therapy services may be provided onsite at ACCHOs, in community space or in the therapists' rooms as agreed with the ACCHO
- Sessions can be individual, group-based, or a mix of both
- Service models will be agreed between ACCHOs and contracted therapists, ensuring alignment with pilot program guidelines
- ACCHOs will promote the service, establish referral pathways, and provide a program contact person

2.5 Scope of Services – Model 1 and Model 2

2.5.1 Mandatory Requirements

Providers must hold current Accreditation with Australian and New Zealand and Asian Creative Arts Therapies Association (ANZACATA) or Australian Music Therapy Association (AMTA).

2.5.2 Workforce

The workforce will be made up of contracted providers that hold current and valid accreditation against ANZACATA and AMTA.

For Model 2 only, the Department of Health, Disability and Ageing has agreed that Aboriginal cultural therapists can work alongside registered creative therapists. ACCHOs will determine whether they will include Aboriginal cultural therapists during codesign.

2.5.3 Clinical Governance

Providers operating under the North Coast Creative Therapy Pilot will be responsible for delivering services in line with the terms and conditions outlined in this agreement with Healthy North Coast. This responsibility will include:

- Delivering the Service in a manner consistent with the service delivery model requirements
- Operating within professional requirements, including operating within the scope of practice as per qualifications and credentials via ANZACATA and AMTA
- Compliance with Healthy North Coast reporting requirements
- Managing quality of care, patients safety and clinical effectiveness.

2.5.4 Clinical Risk and Incident Management

Providers will be required to:

- Notify HNC of any clinical incidents or deaths relating to the clients, staff or family members engaged in the North Coast Creative Therapies Pilot or services or interventions delivered by the Provider
- Provide notification to HNC within 24 hours of the incident or death occurring, using the template supplied by HNC
- Provide further information on the clinical incident within 7 days of the incident occurring, using the HNC 7-day incident notification template. HNC may provide recommendations or feedback on the management of the incident in writing, to support mitigation or avoidance of future incidents.

2.5.5 Governance

The Department of Health, Disability and Ageing (DHDA) have established governance structures for the term of the Creative Therapies Pilot. The program is to be overseen by an expert advisory group and will be independently evaluated.

The expert advisory group includes representatives from ANZACATA, AMTA, people with lived and living experience, Primary Health Networks, Carers, and representatives from DHDA.

2.5.6 Cultural Safety

Providers are required to:

- Ensure all staff delivering proposed services are trained in Aboriginal and Torres Strait Islander cultural awareness in line with National Aboriginal Community Controlled Health Organisation (NACCHO) Standards for cultural awareness training and/or RACGP cultural awareness education and cultural safety training
- Have in place, or demonstrate a strong commitment to, ongoing development and review of Aboriginal and Torres Strait Islander cultural safety ensuring culturally safe services as defined by those who receive the services
- Ensure all staff delivering the services understand their responsibilities to the needs of Culturally and Linguistically Diverse (CALD), LGBTQ+ and other vulnerable communities
- Ensure services are safe and inclusive for Culturally and Linguistically Diverse (CALD), LGBTQ+ and other vulnerable communities
- Ensure there is meaningful engagement with diverse groups to guide and support clinical and service development decision making to ensure cultural safety for Aboriginal and Torres Strait Islander communities as well as safety for CALD, LGBTQ+ and other vulnerable communities.

2.6 Program Evaluation

The program will be evaluated over the term of the pilot by the University of Queensland.

An evaluation and reporting framework has been developed by University of Queensland. Providers will be required to align with the evaluation and collect specified outcome measures accordingly.

The evaluation and reporting framework are currently in draft and Healthy North Coast and the Creative Therapies providers will be required to support the overall evaluation and reporting framework and evaluation over the term of the Creative Therapies Pilot. At this stage, assessment tools that will be applied across the Pilot include assessment of psychological wellbeing via K10/5 and assessment of daily functioning via RAS-DS or connectedness scale.

2.7 Reporting Requirements

All providers entering into a commissioned service contract with HNC will be required to submit

- Quarterly Project Status Reports (template provided by HNC)
- Quarterly Financial Acquittal Reports (template provided by HNC)
- Annual audited financial acquittal reports (on the Provider's independent auditor template)

2.8 Key Performance Indicators

KPI	KPI Target
Improvement in psychological wellbeing via assessment through Kessler Psychological Distress Scale (K10)	TBC
Improvement in quality of life scale (to be determined by DHDA)	TBC
Improvement in social connectedness scale post group session (to be determined by (DHDA)	TBC

3. Conditions of Participation

3.1 Application of these Conditions of Participation

These Conditions of Participation set out the rules for participation in the Expression of Interest (EOI) Process. They apply to the EOI and any other information given, received or made available in connection with the EOI, the EOI Process, and any communications relating to the EOI or the EOI Process.

By participating in the EOI Process, each Participant is deemed to accept these Conditions of Participation.

3.2 General

3.2.1 Enquiries and Clarification

All enquiries, and requests for clarification or additional information from Participants shall be made in writing via email to commissioning@hnc.org.au

Enquiries must not be addressed to Staff or Board members of HNC.

3.3 Preparation of EOIs

3.3.1 Format and Contents

The Participant must ensure that its EOI contains the completed Section B: Participant Return Schedules, and all information requested in those Schedules.

3.3.2 Information to be submitted with Expression of Interests

Complete all essential information set out in Section B: Participant Return Schedules. Failure to submit such information may render the EOI non-conforming.

3.3.3 Conforming EOI

To submit a conforming EOI, the Participant must:

i. Comply with all of the requirements contained in the EOI Documents; and
ii. Complete and execute all the details in Section B: Participant Return Schedules, in the manner indicated.

3.3.4 Non-conforming EOI

A non-conforming EOI is an EOI that does not comply with all the requirements of Clause 3.5.1. Where a non-conforming EOI is submitted, the following applies:

i. HNC may exclude a Participant from participation in the EOI Process if the Participant submits a non-conforming EOI;
ii. HNC may at its sole discretion consider a non-conforming EOI; and
iii. Participants submitting a non-conforming EOI shall fully detail any variance from the requirements of the EOI Documents.

3.3.5 Participants to be Fully Informed

Prior to submitting an EOI, Participants shall become acquainted with the nature and extent of the EOI Documents, and make all necessary examinations, investigations, inspections and deductions.

No claims arising from a failure to take any such actions will be considered and HNC does not accept any responsibility if a Participant fails to make its own enquiries, interpretations, deductions and conclusions when preparing its EOI.

The Participant shall satisfy itself that it has sufficient and complete information to prepare its EOI and no claims will be accepted that information is missing or incomplete once EOIs have been submitted.

Participants are required to familiarise themselves with all statutory requirements and to satisfy themselves that they are not participating in any anti-competitive, collusive, deceptive or misleading practices in structuring and submitting their EOI.

HNC will accept no responsibility for a Participants failure to make its own enquiries, interpretations and conclusions from information contained within the EOI Documents or otherwise.

3.3.6 Legal Effect of EOI

A EOI shall not be declared to be conditional on or subject to:

i. Board or Executive approval of the Participant or a related party of the Participant;
ii. obtaining any statutory or regulatory approval or consent;
iii. obtaining the consent or approval of any third party;
iv. the conduct of due diligence or any other form of enquiry or consent; or
v. negotiation of commercial or contractual terms.

HNC, at its absolute discretion, reserves the right to exclude a Participant from participation in the EOI Process if its EOI is declared, or purports to be, subject to any of the above conditions.

3.3.7 Acknowledgement of Participants

In preparing and submitting a EOI, Participants acknowledge that:

i. HNC makes no representations and offers no undertakings in issuing this Request for EOI;

ii. HNC will not be liable to Participants for any claim arising out of or in any way connected with the EOI Documents including, without limitation, any claim at common law or equity under any statute or regulation;

iii. Participants are to be fully informed as set out in Clause 3.3.5 of these Conditions of Participation;

iv. All costs incurred by Participants with respect to the EOI will be their sole responsibility. All Participants are solely responsible for such costs and expenses irrespective of any action taken by HNC during the EOI Process;

v. HNC is not bound to negotiate with, or accept any submission from, Participants;

vi. HNC may elect to consider non-conforming EOIs;

vii. HNC may require Participants to supply further information and/or attend a conference or interview.

viii. HNC may supplement, vary, or clarify the EOI Documents as required;

ix. EOIs become the property of HNC upon lodgement;

x. EOIs shall remain valid for a period of 90 days from the expiration of the date of the EOI Closing Time; and

xi. The EOI Evaluation Panel and/or HNC may undertake due diligence checks, including but not limited to verifying references and/or referees, and undertaking company searches and credit checks.

3.3.8 Conduct of Participants

3.3.8.1 Confidentiality

HNC requires that all Participants maintain the confidentiality of all documents provided in connection with the EOI. Without limiting the nature of materials to be kept confidential HNC requires that all details of this EOI, and other information and materials provided in connection with the EOI be kept confidential.

Participants shall not disclose or use the EOI Documents or other information and materials provided in connection with the EOI except for the purpose of developing its EOI.

Participants must implement such reasonable security arrangements to prevent unauthorised access of all materials in connection with the EOI.

3.3.8.2 Collusion and Anti-Competitive Conduct

Participants shall not enter into any agreement with any other Participant concerning the preparation of a EOI unless for the expressed purpose of forming a partnership or consortium.

Except for the purpose of forming a partnership or consortium, Participants shall not seek to obtain knowledge of the participation of any other Participant, and shall not reveal its participation to any other Participant at any time prior to the EOI Closing Time.

In the event that a Participant becomes aware of or is approached by anyone on any matter which contravenes the foregoing or any statute, regulation, or authority under Commonwealth and/or State laws the Participant shall immediately give written notice to the HNC.

3.3.8.3 Unauthorised Contact

Participants shall not, and must ensure that its employees, consultants and agents do not attempt to contact or communicate with, or canvass or request support from, HNC Board Members or staff in respect of the EOI Process.

Participants found to have breached this clause may be excluded from the EOI Process.

3.3.8.4 Conflict of Interest

Participants declares that, at the time of the submission of its EOI, other than conflicts notified to HNC, no conflict of interest exists, or is likely to arise, which would affect the performance of its obligations if the Participant were to enter into a Contract with HNC

3.4 Submission of EOIs

3.4.1 Electronic Submissions

EOIs must be submitted electronically via the HNC website at https://hnc.org.au/creative-therapies-grants/

3.4.2 EOI Closing Time

EOI must be submitted no later than the EOI Closing Time, being:

13 October 2025, 5pm

Failure to lodge EOIs by the EOI Closing Time, or via a means contrary to that specified in the EOI Documents, may lead to HNC excluding a EOI from the EOI Process.

The EOI Closing Time may be extended or varied by written notice by HNC.

3.5 Evaluation of EOIs

3.5.1 Evaluation Criteria

HNC will undertake an evaluation of EOIs, and if necessary, enter into negotiations with the preferred Participants. The following evaluation criteria will be applied:

3.5.1.1 Mandatory Evaluation Criteria

Completion of all schedules in the Section B: Participant Return Schedules including:

- The provider must be credentialed against ANZACATA or AMTA
- Professional Indemnity Insurance (min $10mil one occurrence)
- Public Liability Insurance (min $10mil one occurrence, $20mil in aggregate)
- Staff are appropriately qualified, trained and credentialed for services delivered
- Provider has a clinical governance framework in place
- Provider holds accreditation with relevant health regulatory bodies (e.g. AHPRA, AGPAL, RACGP, National Safety and Quality Health Service (NSQHS) standards, Australian Aged Care Quality Standards and Code of Conduct for Aged Care)

3.5.2 Evaluation Process

Evaluation will be undertaken on the information submitted in EOIs. HNC may elect to supplement the information submitted in a EOI by:

i. undertaking investigations; and/or

ii. seeking further information from a Participant for reasons of clarification, interpretation or to rectify omissions; and/or

iii. requiring a Participant to attend an interview or a conference; and/or

iv. undertaking due diligence checks, including but not limited to, verifying references, communicating with referees, and undertaking company searched and credit checks.

As part of the evaluation process, HNC may:

i. commence negotiations with all Participants without shortlisting any Participants;

ii. shortlist one or more Participants to proceed to further negotiations;

iii. accept one or more of the EOIs;

iv. reject any or all EOIs;

v. suspend or cease to proceed with the EOI Process

3.5.2.1 Negotiation

HNC may, during the Evaluation Process, elect to engage in detailed discussions and negotiations with any or all Participants. As part of the negotiation process, HNC may request a Participant to improve one or more aspects of its EOI, including any technical, financial, corporate or legal aspects.

HNC may also require any or all Participants to provide references, additional referees, or additional information and to make themselves available for an interview or to make a presentation. Failure of a Participant to provide supplementary information consequent to a request from HNC may lead to HNC excluding a EOI from further evaluation.

HNC is under no obligation to conduct any negotiations with Participants, to seek additional information from Participants, or to conduct interviews with or request presentations from Participants.

3.5.2.2 Best and Final Offers

HNC may, during the Evaluation Process, elect to invite any all Participants to submit a best and final offer, which for the purpose of these EOI Documents would constitute a detailed Project Plan. Any invitation to Participants to submit a detailed Project Plan, would include the details required to be included in the Project Plan, including but not limited to Project:

i. scope and objectives;
ii. methodology and timeframe;
iii. team;
iv. outcomes;
v. risks and risk mitigation approach;
vi. milestones associated with deliverables and reporting;
vii. performance evaluation criteria and monitoring process;
viii. performance management process; and
ix. project fee and payment milestones.

After receiving best and final offers, HNC may then conduct a final evaluation of EOIs, taking into account the best and final offers received.

3.5.2.3 Successful EOIs

As a result of the EOI Evaluation Process, HNC may accept one or more EOIs as being successful. HNC shall subsequently notify a/the successful Participant/s in writing of the acceptance of its/their EOI/s.

Acceptance of a EOI/s does not give rise to a contract. No legal relationship will exist between HNC and a successful Participant until such time as a binding contract is executed by both HNC and a successful Participant.

As a commissioning organisation, HNC has an obligation to ensure its commissioned service follow all state and federal Public Health Orders.

If a binding contract is executed, HNC commissioned providers are required to maintain the insurances specified in the EOI.

3.5.2.4 Unsuccessful EOIs

Unsuccessful Participants shall be advised in writing at the earliest opportunity.

3.6 Formal Instrument of Contract

Successful Participants will be provided with two (2) copies of a Formal Instrument of Contract, which is to be executed by the successful Participant within fourteen (14) dates of its receipt.

3.7 Participant Warranties

By submitting a EOI, the Participant warrants that:

i. it did not rely on any express or implied statement, warranty or representation, whether oral, written made by or on behalf of HNC, its officers, employees, agents or advisors other than any statement, warranty or representation expressly contained in the EOI Documents;

ii. it did not use the improper assistance of HNC's officers, employees, agents or advisors or information inappropriately obtained from HNC in compiling its EOI;

iii. it has examined the EOI Documents and any other documents referred to or referenced herein, and any other information made available to Participants for the purposes of submitting a EOI;

iv. it has sought and examined all necessary information and advice which is obtainable by making prudent enquiries relevant to the risks and circumstances affecting its EOI;

v. it is responsible for all costs and expenses related to the preparation and lodgement of its EOI, any subsequent negotiation and any future process related to the EOI Process;

vi. it shall not hold HNC liable for any claim regarding any cost, expense, loss or damage whatsoever as a consequence of any matter relating to its participation in the EOI Process including if its EOI is unsuccessful;

vii. it accepts and has and will comply with these Conditions of Participation;

vi. it will provide additional information in a timely manner as requested by HNC for reasons specified in Clause 3.5.2;

vii. it will attend an interview or a conference in a timely manner as requested by HNC to discuss matters contained in its EOI;

viii. it will participate productively in negotiations with HNC should it be called upon to do so pursuant to Clause 3.5.2.1;

ix. it will submit a Best and Final Offer in a timely manner as requested by HNC should it be called upon to do so pursuant to Clause 3.5.2.2; and

it is satisfied as to the correctness and sufficiency of its EOI.

3.8 HNC's Rights

Without limiting its rights under these Conditions of Participation or under law, HNC reserves the right to:

i. suspend or cease to proceed with the EOI Process;
ii. alter the structure and content of the EOI Documents and/or the timing of the EOI or the EOI Process;
iii. alter any time or date specified in the EOI Documents;
iv. exclude any EOI received after the EOI Closing Time;
v. exclude any EOI that doesn't comply with these Conditions of Participation;
vi. terminate the participation of any Participant in the EOI Process;
vii. require additional information or clarification from any Participant;
viii. commence negotiations with all Participants without shortlisting any Participants;
ix. shortlist one or more Participants to proceed to further negotiations;
x. negotiate with one or more Participants;
xi. accept one or more of the EOIs;
xii. reject any or all EOIs;
xiii. suspend or cease to proceed with the EOI Process; and call for new EOIs.