

Legal Aid ACT

Compliance Audit Requirements

About these Compliance Audit Requirements

Legal Aid ACT has established a panel of private legal practitioners to provide legal services to legally assisted persons.

Under subsections 31E(5) and (6)(b) of the Act the Commission may determine criteria for the appointment of practitioners to a panel, including compliance audits.

Clause 10.6 of the Legal Aid ACT General Panel Services Agreement requires the practitioner to comply with audit requirements.

The Commission has determined the following compliance audit requirements.

1. DEFINITIONS

In these compliance audit requirements:

Act	means the <i>Legal Aid Act 1977</i> .
Assignment	has the same meaning as in the Legal Aid ACT General Panel Services Agreement.
Audit	means a compliance audit referred to in Section 31E(6) of the Act.
Irregularity	in relation to the conduct of an Assignment by a Practitioner under the Legal Aid ACT General Panel Services Agreement means: <ul style="list-style-type: none">(a) a breach of the Legal Aid ACT General Panel Services Agreement, the Practice Standards, Compliance Audit Requirements or Legal Aid ACT's policies, guidelines or delegations by the Practitioner; or(b) a substantial or unresolved complaint concerning service provision by the Practitioner.
Authorised Person	means a person authorised by Legal Aid ACT to conduct an Audit.
Practitioner	has the same meaning as in the Legal Aid ACT General Panel Services Agreement.

2. Provision of Documents Within Nominated Period

Where Legal Aid ACT has given the Practitioner notice of intention to carry out, and the scope of, an Audit of the Practitioner, the Practitioner will, within such reasonable period (if any) as nominated by Legal Aid ACT or an Authorised Person produce for inspection such files, records or documents relating to Assignments as Legal Aid ACT or an Authorised Person requires for the purpose of conducting the Audit.

3. Cost of Transporting Documents

The reasonable cost of delivering files, records or documents between the Practitioner and Legal Aid ACT or the Authorised Person for the purposes of an Audit will be borne by Legal Aid ACT.

4. Attendance at Practitioner's Place of Business

If Legal Aid ACT or the Authorised Person so requests, the Practitioner will allow Legal Aid ACT or the Authorised Person to attend the Practitioner's place of business to carry out part or all of an Audit of the Practitioner.

5. Notification of Irregularity

Where as a result of an Audit of the Practitioner Legal Aid ACT or the Authorised Person identifies any irregularity, Legal Aid ACT will notify the Practitioner in writing of the irregularity.

6. Notice to Remedy Breach

Without prejudice to or waiver of any other rights Legal Aid ACT may have under the General Panel Agreement or the Act arising from an irregularity, Legal Aid ACT may by notice in writing require the Practitioner to take action described in the notice within such reasonable time as specified in the notice to remedy an irregularity identified as a result of an audit.