

# **NDIS Partners in the Community Program**

## **Statement of Requirements**

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# 1 Overview

**Note to Applicants:** Attachment 2 to the NDIS Partners in the Community Program Grant Agreement will be an amalgamation of this statement of requirements and the successful application.

## 1.1 Purpose

1.1.1 The purpose of this Statement of Requirements (SOR) is to communicate to the Partner the National Disability Insurance Agency's (NDIA's) requirements and standards for the Services to be delivered under the NDIS Partners in the Community Program Grant Agreement with the NDIA.

## 1.2 Bilateral Agreements

1.2.1 The Commonwealth has entered into Bilateral Agreements with the State and Territory governments in relation to the national rollout of the National Disability Insurance Scheme (the Scheme). These agreements cover matters such as funding arrangements and planned intakes of Participants.

1.2.2 The Partner must deliver the NDIS Partners in the Community Services in a manner consistent with the Bilateral Agreements.

## 1.3 The National Disability Insurance Scheme

1.3.1 The Scheme is currently being trialled in most States and Territories and has begun implementation in most jurisdictions (except at this stage, Western Australia) between July 2016 and June 2019. This will allow the progressive implementation of the core objectives of the Scheme which is designed to ensure that people with disability have the same right as other members of Australian society to realise their potential as valued and contributing citizens.

1.3.2 The Scheme will work to support people with disability to participate in and contribute to social and economic life and provide certainty that people with disability will receive the care and support they need over their lifetime. The Scheme provides a number of strategies to assist people with disability to exercise choice, including in relation to taking reasonable risks, in the pursuit of their goals and the planning and delivery of their supports. These mechanisms include Local Area Coordination (LAC) Services and Early Childhood Early Intervention (ECEI) Services.

1.3.3 The NDIA delivers the Scheme in a way that recognises the three key pillars of the Scheme set out in the principles and objects of the *National Disability Insurance Scheme Act 2013* (the NDIS Act). These are referred to as Scheme Objectives and are:

- (a) an insurance approach – this requires the NDIA and Partners to deliver the Scheme in a financially sustainable way. This requires all interactions with Participants to be mindful of and guided by a goal of increasing the independence and growth of capability. It will mean that the NDIA will require all Partners to retain a strong focus on outcomes and demonstrate the productivity of processes and the workforce deployed;

- (b) choice and control – this means that the NDIA and its Partners will need to work to be an exemplar of disability systems, in particular working to enable people with disability to take charge of their own lives by upholding a person centred approach, maintaining flexibility to ensure individual needs and changes over time are respected. It will require the NDIA to work with Partners to simplify processes and embed an active commitment to designing everything the NDIA and its Partners do through collaboration and engagement with people with disability; and
- (c) harnessing the power of community and mainstream – this will require effective partnership building and leveraging of existing relationships and active harnessing of voluntary and community action to enable people with disability to gain the very real benefits of community membership, including maintaining or gaining employment and making a positive contribution to their communities.

#### **1.4 The NDIS Partners in the Community Program**

- 1.4.1 The NDIS Partners in the Community Program enables the Scheme to be implemented at a local community level. The NDIA will partner with suitably experienced and qualified organisations, with strong local knowledge and understanding of the needs of people with disability or developmental delay, to deliver either or both LAC Services and/or ECEI Services as part of the NDIS Partners in the Community Program.

#### **1.5 Service Areas, Participant Volumes and Remote Areas**

- 1.5.1 Annex A to this SOR sets out:
  - (a) the Service Areas covered by this Program; and
  - (b) the monthly volumes of Participants phasing into the Scheme within each Service Area covered by this Program;
  - (c) the monthly volumes of Participants according to the LAC Service required; and
  - (d) those areas within Service Areas that are excluded from scope as they are Remote or Very Remote.

## **2 Organisational Capabilities – Establishment Services**

**Note to Applicants:** The requirements described in this section apply to all Partners.

### **2.1 Overview**

- 2.1.1 To ensure the effective and efficient delivery of NDIS Partners in the Community Services, the Partner will be required to deliver organisational capability services including:
  - (a) establishment services;
  - (b) management services; and

(c) transition services.

2.1.2 Organisational capability services ensure:

(a) the effective and efficient delivery of NDIS Partners in the Community Services;

(b) the achievement of positive outcomes for Participants and Clients;

(c) adequate opportunities for evaluation and improvement; and

(d) that NDIA transparency and accountability requirements are satisfied.

## **2.2 Establishment Services**

2.2.1 Establishment services ensure that the Partner and the NDIA complete planning and readiness activities in preparation for the commencement of service delivery.

2.2.2 The Partner must complete the following planning documentation, in accordance with the requirements of this SOR, and provide the documentation to the NDIA for approval by the dates specified in Attachment 1 (Schedule) to the Grant Agreement:

(a) Establishment Plan (clause 2.3);

(b) Standard Operating Procedures (clause 2.4);

(c) Work Health and Safety Plan (clause 2.5);

(d) Workforce and Training Plan (clause 2.6);

(e) Business Continuity Plan (clause 2.7);

(f) Risk Management Plan (clause 2.8); and

(g) Community Capacity Building Plan (clause 0).

## **2.3 Establishment Plan**

2.3.1 The Partner must deliver to the NDIA a plan for the establishment and management of the end to end capability required to deliver the NDIS Partners in the Community Services (Establishment Plan) which will provide the overarching structure for all other plans required.

2.3.2 The Establishment Plan must be delivered in accordance with this SOR and Attachment 1 to the Grant Agreement (Schedule) for the NDIA's approval.

2.3.3 If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, the Partner must deliver a separate Establishment Plan for each Service Area.

2.3.4 The Establishment Plan must include, at a minimum:

- (a) a project schedule against which all aspects of the Establishment Plan and all other planning requirements and outputs will be monitored, including the overall readiness for service delivery in each Service Area;
- (b) a description of how the Partner will use existing operational capabilities to deliver NDIS Partners in the Community Services, including;
  - (i) any existing systems (in addition to those supplied by the NDIA) and processes; and
  - (ii) facilities and infrastructure;
  - (iii) which the Partner is able to leverage;
- (c) the Partner's intended approach to innovative service delivery methodologies that balance face-to-face meetings and other strategies;
- (d) a description of the processes and physical resources required to be sourced or developed to support the delivery of NDIS Partners in the Community Services, and the arrangements for sourcing or developing these processes and resources;
- (e) the Partner's approach to engaging and mobilising the initial tranche of the required workforce to deliver NDIS Partners in the Community Services, taking into account the nature of the workforce in each of the Service Areas; and
- (f) a description of the risks, issues and dependencies identified by the Partner, and proposed strategies for how these will be mitigated and managed to ensure that NDIS Partners in the Community Services will proceed at a rate that meets the targets for implementation of Plans that are set out in the relevant Bilateral Agreement.

2.3.5 On approval of the Establishment Plan by the NDIA, the Partner must establish its delivery capability in accordance with the approved Establishment Plan in order to commence the Activities on time.

## **2.4 Standard Operating Procedures**

**Notes to Applicants:** Face-to-face engagement with Clients is an essential requirement for the delivery of NDIS Partners in the Community Services.

Partners must use the NDIA IT System to record all Participant data and as much other data as possible in relation to Clients and community capacity building services.

2.4.1 The Partner must develop and maintain Standard Operating Procedures for the delivery of NDIS Partners in the Community Services, and deliver LAC Services and ECEI Services (as applicable) in accordance with those Standard Operating Procedures.

- 2.4.2 Standard Operating Procedures must be consistent with the requirements of this SOR, the NDIS Act, Rules, the Grant Agreement and the NDIA Operational Guidelines.
- 2.4.3 The Standard Operating Procedures must provide specific guidance to Partner Personnel on issues including the following:
- (a) face-to-face engagement with people with disability with impaired communication, cognition and/or are from culturally and linguistically diverse communities;
  - (b) engaging with difficult or confronting situations; and
  - (c) home entry and exit procedures.
- 2.4.4 The Partner must deliver the Standard Operating Procedures to the NDIA by the date set out in Attachment 1 to the Grant Agreement (Schedule).
- 2.4.5 If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, a single set of Standard Operating Procedures that covers all relevant Service Areas can be delivered to the NDIA, however, it must include activities and management strategies and processes appropriately tailored to each Service Area.
- 2.4.6 The Standard Operating Procedures are not subject to approval by the NDIA; however, the NDIA may, at its discretion, review the Standard Operating Procedures and direct the Partner to make changes to its Standard Operating Procedures where, in the NDIA's opinion, the Standard Operating Procedures are inadequate or inconsistent with this SOR, the NDIS Act, Rules, Grant Agreement, or the NDIA Operational Guidelines.

## **2.5 Work Health and Safety Plan**

- 2.5.1 The Partner must deliver to the NDIA a plan which identifies, assesses and manages work health and safety risks present in the delivery of NDIS Partners in the Community Services (WHS Plan).
- 2.5.2 The WHS Plan must be delivered in accordance with this SOR and Attachment 1 to the Grant Agreement (Schedule) for the NDIA's approval.
- 2.5.3 If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, [a single WHS Plan that covers all relevant Service Areas can be delivered to the NDIA. However, the WHS Plan must include activities and management strategies and processes appropriately tailored to each Service Area].
- 2.5.4 The WHS Plan must:
- (a) identify all hazards arising from the provision of the NDIS Partners in the Community Services which present a risk to health and safety of NDIA Personnel, Partner Personnel, and any third parties on Partner premises and in locations outside of the Partner Premises where NDIS Partners in the Community Services are provided, including arising from the Partner Personnel being present in NDIA facilities;

- (b) assess the risks associated with the identified hazards;
- (c) identify the strategies and measures that will be applied to eliminate the risks or, if it is not reasonably practicable to eliminate the risks, control the risks in accordance with a hierarchy of controls;
- (d) provide for the process to be regularly monitored and reviewed to ensure that the desired outcome has been achieved;
- (e) identify how the Partner proposes to consult, co-ordinate and co-operate with the NDIA and all other relevant safety duty holders (including, but not limited to, subcontractors) during the provision of the NDIS Partners in the Community Services; and
- (f) in addition to the above requirements, include the following content:
  - (i) the names, positions and health and safety responsibilities of all Partner Personnel whose positions or roles involve specific health and safety responsibilities in connection with the provision of the NDIS Partners in the Community Services;
  - (ii) the arrangements in place for managing any work health and safety incidents that occur in the delivery of NDIS Partners in the Community Services; and
  - (iii) any Partner premises-specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules.

## **2.6 Workforce and Training Plan**

- 2.6.1 The Partner must deliver to the NDIA a plan which details the Partner's approach to building and training an appropriately skilled workforce to meet the requirements of this SOR for the delivery of NDIS Partners in the Community Services (Workforce and Training Plan) from the Activity Start Date, inclusive of undertaking required background checks and training for all Personnel.
- 2.6.2 The Workforce and Training Plan must be delivered in accordance with this SOR and Attachment 1 to the Grant Agreement (Schedule) for the NDIA's approval.
- 2.6.3 If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, the Partner must deliver a separate Workforce and Training Plan for each Service Area.
- 2.6.4 The Workforce and Training Plan must include:
  - (a) the Partner's intended recruitment strategy to engage and mobilise staff with the experience and qualifications required to ensure it has a workforce capable of delivering the NDIS Partners in the Community Services over the term of the Grant Agreement;

- (b) the Partner's intended approach to ensure that Partner Personnel have completed the relevant checks in accordance with clause 42 (Vulnerable Persons, Police Checks and Criminal Offences) of the Grant Agreement, before delivering any NDIS Partners in the Community Services; and that those who will require access to the NDIA IT System have satisfied all the access requirements in accordance with clause 23 (NDIA IT System) of the Grant Agreement and clause 5.3 of this SOR;
- (c) the Partner's intended approach to ensuring that Partner Personnel at all times comply with all relevant laws, the NDIS Act, the Rules, the NDIA Operational Guidelines, this SOR and the Grant Agreement; and
- (d) the Partner's intended approach to manage the ongoing training and professional development of Partner Personnel and satisfy all other training requirements detailed in this SOR.

2.6.5 In implementing the Workforce and Training Plan, the Partner must ensure that:

- (a) its workforce is representative of, and able to provide the NDIS Partners in the Community Services to, all people with disability in the Service Area, regardless of religion, culture or values;
- (b) it does not require its Personnel to be affiliated with, or sympathetic with, any particular religious denomination or values;
- (c) it manages the ongoing training and professional development of Partner Personnel and satisfies all other training requirements detailed in this SOR; and
- (d) it provides appropriate mentoring and development of all Partner Personnel and has in place an appropriate framework for the ongoing evaluation of Partner Personnel performance, including the management of Personnel who do not meet the required competency.

2.6.6 The Partner must ensure that Partner Personnel complete any training relevant to their position as requested by the NDIA and attain the competency required by the NDIA before the Partner Personnel commences providing any NDIS Partners in the Community Services.

2.6.7 The Partner must ensure that it has sufficient Personnel to fill the following roles:

- (a) project manager/director;
- (b) manager/director for community capability building activities;
- (c) Partner Representative;
- (d) Partner Executive Representative;
- (e) Workplace Trainer; and
- (f) Coordinators.

- 2.6.8 The NDIA will provide to the Partner:
- (a) 'Train-the-Trainer' training for all Workplace Trainers;
  - (b) online modular based training packages that are tied to competency based skills tagging in the NDIA IT system;
  - (c) an integrated training package including all training related to the use of the NDIA IT System; and
  - (d) a link to other relevant training materials. These materials include:
    - (i) NDIA IT System requirements, system training manual, facilitator guide, on-the-job help tools and competency quiz;
    - (ii) core competency training resources, which include NDIA mandated training, Coordinator training, on-the-job help tools and online learning modules;
    - (iii) elective module training resources; and
    - (iv) 'Train-the-Trainer' resources.
- 2.6.9 The NDIA may supervise Workplace Trainers during any training being provided to Partner Personnel to observe consistency, quality and understanding of the required content.
- 2.6.10 The Partner is responsible for organising and paying for the travel and accommodation costs for all Partner Personnel in all circumstances, including:
- (a) Workplace Trainers to attend training provided by the NDIA;
  - (b) any Partner Personnel attending training provided by the NDIA; and
  - (c) Partner Personnel to be trained by a Workplace Trainer.
- 2.6.11 The NDIA will, where possible, provide any NDIA training within the home state of the Partner.
- 2.6.12 All training and confirmation of competency required to access the NDIA IT system will be delivered to Partner Personnel by Partner Workplace Trainers.
- 2.6.13 The Partner is responsible for ensuring Partner Personnel are competent, using the NDIA's Training Competency Framework.
- 2.6.14 The Partner is responsible for certifying to the NDIA the successful completion of competency training by all relevant Partner Personnel. Partner Personnel will only be given access to the NDIA IT System after this certification is acknowledged.

## **2.7 Business Continuity Plan**

- 2.7.1 The Partner must deliver to the NDIA a plan which details how the Partner will respond to a business disruption event that would otherwise prevent the continuation of the NDIS Partners in the Community Services in a Service Area (Business Continuity Plan).
- 2.7.2 The Business Continuity Plan must be delivered in accordance with this SOR and Attachment 1 to the Grant Agreement (Schedule) for the NDIA's approval.
- 2.7.3 If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, a single Business Continuity Plan that covers all relevant Service Areas can be delivered to the NDIA. However, the Business Continuity Plan must include management strategies and processes appropriately tailored to each Service Area.

## **2.8 Risk Management Plan**

- 2.8.1 The Partner must deliver to the NDIA a plan for the Activities which:
  - (a) details the Partner's current risk management framework and processes for ongoing monitoring, internal reporting and communication of risk;
  - (b) identifies, categorises and assesses all key risks in relation to the Activities; and
  - (c) details the risk mitigation and control strategies for the identified risks,(Risk Management Plan).
- 2.8.2 The Risk Management Plan must be delivered in accordance with this SOR and Attachment 1 to the Grant Agreement (Schedule) for the NDIA's approval.
- 2.8.3 If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, a single Risk Management Plan that covers all relevant Service Areas can be delivered to the NDIA. However, the Risk Management Plan must include management strategies and processes appropriately tailored to each Service Area.
- 2.8.4 The Partner must implement adequate and effective policies and procedures to manage reasonably foreseeable risks and achieve the mitigation and control strategies set out in the Risk Management Plan throughout the Activity Period.
- 2.8.5 The Partner must provide an updated Risk Management Plan every six months throughout the duration of the Grant Activity.
- 2.8.6 The Partner must be willing to make reasonable efforts to align the Risk Management Plan with NDIA feedback, including monitoring, reporting and treatment of specific risks.

## 2.9 Community Capacity Building Plan

- 2.9.1 The Partner must deliver to the NDIA a plan which details how the Partner will identify, analyse and build strengths within the community within the Service Areas it is delivering NDIS Partners in the Community Services (Community Capacity Building Plan – CCBP).
- 2.9.2 The CCBP must be delivered in accordance with this SOR and Attachment 1 to the Grant Agreement (Schedule) for the NDIA's approval.
- 2.9.3 If the Partner is delivering NDIS Partners in the Community Services to more than one Service Area, a single CCBP that covers all relevant Service Areas can be delivered to the NDIA. However, the CCBP must include management strategies, content, priorities and stakeholder analysis appropriately tailored to each Service Area.
- 2.9.4 At a minimum, the CCBP must detail the tools that will be used and the timeframes for:
- (a) strengthening the community and mainstream service capacity;
  - (b) identifying and mapping assets and capabilities including existing plans and shared priorities;
  - (c) building connections to the community that may be useful to build community economic and social opportunities for people with disability;
  - (d) understanding diversity within the communities and the needs and possible supports for different cohorts of people with disability;
  - (e) building connections to the disability support providers and mainstream services to ensure diversity in choice for people with disability; and
  - (f) identifying priority areas of effort to enhance and strengthen opportunities for Clients and Participants.

**Note to Applicants:** Clause 2.9.5 only applies to Partners delivering ECEI Services. Where the successful Partner is not delivering ECEI Services this clause will be replaced with the words 'Not Used'.

- 2.9.5 Where the Partner is delivering ECEI Services, in addition to the requirements of clause 2.9.4, the CCBP must detail how the Partner will:
- (a) ensure that there is a strong understanding of the Partner's role in the community and is able to demonstrate how the Partner will connect and provide appropriate information about the Partner's role and the Scheme with referral sources such as pediatricians, maternal child health nurses, and early educators so as to facilitate timely and appropriate referrals to the Partner;
  - (b) identify and engage mainstream services essential to the advancement of the developmental goals for children;

- (c) build capacity and connections to the community to offer opportunities for children to increasingly participate in the local community:
  - (i) including with specific and relevant Culturally and Linguistically Diverse (CALD) communities; and
  - (ii) including sport, recreation, early education, health and ordinary community based activities; and
- (d) prioritise areas of effort to opportunities to enhance and strengthen community connections for children and their families.

2.9.6 In the drafting of the CCBP Partner must liaise with the relevant regional office of the NDIA to align proposed activities in the CCBP to the NDIA Community Readiness Framework.

2.9.7 The activities undertaken through implementation of the CCBP must be reported in the quarterly Strategic Analysis Reports.

## **2.10 Requirements for Premises**

2.10.1 In preparing the Establishment Plan, the Partner must take into account that they must have at least one location for permanent premises in each Service Area.

2.10.2 In each Local Government Area (LGA) within a Service Area, the Partner must have, or have access to, the use of premises at which it will provide NDIS Partners in the Community Services to Clients, including Participants.

2.10.3 To the extent possible, the Partner should use its existing facilities.

2.10.4 Premises used by the Partner to provide NDIS Partners in the Community Services must:

- (a) clearly display the Scheme logo in accordance with clause 32 of the Grant Agreement;
- (b) have appropriate internet connectivity to access the NDIA IT System, or, if using premises that are not Partner premises, have in place systems to ensure that information is recorded and uploaded to the NDIA IT System as soon as reasonably possible; and
- (c) be easily accessible for people with disability and comply with all applicable laws relating to the accessibility of buildings, including the *Disability Discrimination Act 1992 (Cth)* and the Building Code of Australia.

### **3 Organisational Capabilities – Management Services**

#### **3.1 Overview**

3.1.1 The Partner must operate systems, tools, processes and procedures that ensure effective delivery of the NDIS Partners in the Community Services and is responsible for ensuring that the Performance Indicators are continuously met. This includes:

- (a) Quality Assurance requirements in accordance with clause 3.2;
- (b) complaints and feedback management in accordance with clause 3.3;
- (c) record keeping and information management in accordance with clause 3.4;
- (d) participation in management meetings in accordance with clause 3.5;
- (e) performance management and reporting in accordance with clause 3.6; and
- (f) strategic review and evaluation practices in accordance with clause 3.7.

#### **3.2 Quality and Safeguards Requirements**

##### **Quality and Safeguards Standards**

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

3.2.1 In the delivery of NDIS Partners in the Community Services, the Partner must at all times:

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

3.2.2 The Partner's obligations under clause 3.2.1 do not replace or derogate from any obligations the Partner may have to implement other complaint processes (for example, in accordance with state-based quality registration).

3.2.3 If the Partner is delivering ECEI Services, the Partner must deliver their engagement with the child and family in a manner that is consistent with the ECIA Best Practice Guidelines.

**Note to Applicants:** Clauses 3.2.4 to 3.2.5 only apply to Partners delivering NDIS Partners in the Community Services within Victoria.

Registration under the *Victorian Disability Act 2006*.

- 3.2.4 If the Partner is providing NDIS Partners in the Community Services in Victoria, the Partner must be registered under the *Victorian Disability Act 2006* prior to the Activity Start Date and maintain registration throughout the Activity Period.
- 3.2.5 If at any time after the Activity Start Date the Partner fails to maintain registration or has its registration withdrawn then, at the NDIA's sole and absolute discretion:
- (a) the NDIA may:
- (i) direct the Partner to cease performing the NDIS Partners in the Community Services, without the right to compensation for any loss or cost resulting from the cessation of services until such time as the Partner regains registration; and
  - (ii) direct the Partner, at the Partner's cost, to take such action as is required to regain registration,
- and the NDIA will not have any liability to pay the Grant for the period when the Partner did not have registration; or
- (b) the NDIA may terminate the Grant Agreement in accordance with clause 47.1(f) of the Grant Agreement.

### **Critical Incident Reporting**

- 3.2.6 The Partner must comply with the relevant State or Territory incident management protocols or instruction with respect to reporting requirements for critical incidents (as defined in applicable State or Territory legislation).
- 3.2.7 The Partner must ensure that there are systems and processes in place to comply with reporting timelines required by these protocols and instructions.
- 3.2.8 Whenever the Partner is notified of a critical incident, the Partner must complete a critical incident report, unless the Partner is satisfied that the incident has already been reported.
- 3.2.9 The critical incident report must be provided to the relevant government department as required for the Service Area jurisdiction.
- 3.2.10 The Partner must record in the NDIA IT System all critical incidents relating to any person with disability or developmental delay, who may be affected by the incident.
- 3.2.11 The obligation in clause 3.2.10 is in addition to the obligation set out in clause 3.2.5.

**Note to Applicants:** Clause 3.2.12 only applies to Partners delivering NDIS Partners in the Community Services within Victoria.

## **Critical Incident Reporting – Victoria Only**

- 3.2.12 The Partner must comply with the Victorian Government '[Critical client incident management instruction](#)', with respect to reporting requirements for critical incidents, as if the Partner were funded by the Victorian Department of Health and Human Services to provide disability services.

## **Reporting Health, Safety and Wellbeing Risks**

- 3.2.13 Where any interaction with a Client, including a Participant, and/or a Client's family or carers indicates any risk to the health, safety or wellbeing of any person, the Partner must record this as a risk in the NDIA IT System, regardless of whether the risk has been reported to relevant Commonwealth or State bodies.
- 3.2.14 Compliance with clause 3.2.13 is in addition to any State or Commonwealth legislative reporting requirements.

## **3.3 Complaints and Feedback Management**

- 3.3.1 The Partner must implement and maintain a process for receiving and addressing complaints and feedback that is simple, fair and free of charge and documented (Complaints Process).
- 3.3.2 The Complaints Process must be reasonably available on the Partner's premises to any person interacting with the Partner and on the Partner's website.
- 3.3.3 Partner Personnel must inform all people who have received NDIS Partners in the Community Services and/or their family or carers, of the complaints process.
- 3.3.4 For all complaints made either directly to the Partner, or referred to the Partner by the NDIA, the Partner must assess and promptly record those complaints and feedback in the NDIA IT System, in accordance with the NDIA's Complaints and Feedback Policy and the complaints and feedback training provided by the Partner's Workplace Trainer in accordance with the training provided by the NDIA. This responsibility includes promptly recording all interactions undertaken during the investigation of the complaint.
- 3.3.5 Any feedback or complaint must be dealt with in a manner that reflects the individual and cultural needs of the complainant. All complainants must have the opportunity to participate fully in the process of complaints' resolution.
- 3.3.6 The Partner must maintain a register of feedback and complaints and their resolution.
- 3.3.7 Where a complaint is unable to be resolved or is identified as meeting one of the NDIA complaint escalation reasons, the Partner must refer the complaint to the NDIA using the NDIA IT System and draw the complaint to the immediate attention of the NDIA's National Complaints Team. The Partner may be required to assist in the complaint investigation if further information is required.

- 3.3.8 The Partner must undertake regular reviews of the satisfaction of Clients, Participants, and their families or carers with its delivery of NDIS Partners in the Community Services.
- 3.3.9 The Partner's obligations in this clause 3.3 do not replace or derogate from any obligations the Provider may have to implement other complaints processes (for example, in accordance with state-based quality registration).

### **Support for Internal Reviews and Administrative Appeals Tribunal Reviews**

- 3.3.10 Upon request, the Partner must provide any information it may have, to assist the NDIA to undertake internal reviews requested by Participants, or to prepare for an Administrative Appeals Tribunal (AAT) Review.
- 3.3.11 Occasionally, where it might aid the AAT, a Coordinator or other Partner Personnel who has had involvement in a matter before the AAT may be required to give evidence explaining their notes or material.
- 3.3.12 The Partner must collaborate with the NDIA to adjust procedures or training requirements that may arise from an internal review or an AAT finding.

### **3.4 Record Keeping and Information Management**

- 3.4.1 The Provider must create and maintain full and accurate records of its performance of the NDIS Partners in the Community Services, including:
- (a) Participant records and feedback, which must be recorded in the NDIA IT System;
  - (b) all other Client Data, which must be recorded in the NDIA IT System;
  - (c) identifying attendance numbers at all public forums, and wherever possible, obtaining the name and contact details of those attending;
  - (d) performance against the Performance Indicators; and
  - (e) the creation of Agreement Material.
- 3.4.2 The Partner must, and must ensure that Partner Personnel:
- (a) use the NDIA IT System to record appointments, record defined data fields, notes and actions to ensure the Scheme develops a comprehensive single electronic file for each Participant; and
  - (b) so far as possible, use the NDIA IT System to record any interactions prior to an access decision, and subsequent referrals to any Information, Linkages and Capacity Building (ILC) program for people with disability who are not eligible to become Participants.

- 3.4.3 When requested by the NDIA, the Partner must provide any other records pertaining to the performance of the NDIS Partners in the Community Services to the NDIA within five Business Days of the request.
- 3.4.4 The Partner must ensure that all information which the Grant Agreement requires to be recorded in the NDIA IT System, including all information in relation to interactions between the Partner Personnel and an individual Client, is:
- (a) recorded directly in the NDIA IT System immediately when it is received (or where the Partner Personnel does not have internet connectivity at that time, the information is recorded and uploaded to the NDIA IT System as soon as reasonably possible, and any other copy of the information is then deleted or destroyed);
  - (b) accurate and complete; and
  - (c) sufficiently detailed to be used by the NDIA and other NDIA IT System users, including other Partners, Registered Providers of Supports and support coordinators for Participants).
- 3.4.5 The Partner must ensure that Client Data is kept secure and confidential in accordance with relevant privacy legislation and standards, including the Privacy Act and the NDIS Act.
- 3.4.6 The Partner must not, and must ensure that Partner Personnel do not:
- (a) enter or store Client Data or any Protected Information in any information technology system or database other than the NDIA IT System;
  - (b) keep copies (including hard copies) of any Client Data or any Protected Information that has been entered into the NDIA IT System; or
  - (c) migrate or allow any other person to migrate any data in the NDIA IT System, including Client Data and Protected Information, into any other information technology system or database.
- 3.4.7 3.4.7 The Partner must store all NDIA Data and NDIA Material in accordance with the Privacy Act and any other relevant legislation, and in accordance with any NDIS Partners in the Community Records Management Policy provided to the Partner by the NDIA from time-to-time.
- 3.4.8 The Partner must ensure that only authorised Partner Personnel have access to NDIA Material, NDIA Data and Client Data.
- 3.4.9 The Partner must ensure Partner Personnel only access the NDIA IT System, NDIA Material, NDIA Data and Client Data using the individual Partner Personnel's own account. There are no circumstances in which using another person's account to access the NDIA IT System is permitted.

- 3.4.10 The Partner must ensure that use of, and access to Client Data, is restricted to Partner Personnel directly assisting the Partner with the provision of Partners in the Community Services to that Client.
- 3.4.11 The Partner must, and must ensure that Partner Personnel:
- (a) use NDIA Material, NDIA Data and Client Data only for the purposes of fulfilling its obligations under the Grant Agreement and in accordance with the Grant Agreement; and
  - (b) take all reasonable measures to ensure that NDIA Material, NDIA Data and Client Data is protected against:
    - (i) any misuse, interference and loss; and
    - (ii) unauthorised access, modification, or disclosure.
- 3.4.12 The Partner must ensure that Partner Personnel with access to the NDIA IT System confine their access to information which is directly relevant to the performance of the NDIS Partners in the Community Services.
- 3.4.13 Any inadvertent access to the NDIA IT System must be reported to the NDIA immediately.
- 3.4.14 Access to the personal data of restricted people, such as very important people and NDIA or Partner Personnel, will be protected through additional access control rules.
- 3.4.15 The NDIA IT System will log all user access and will generate reporting for browsing and fraudulent activity. The NDIA will monitor the use of the NDIA IT system, including use by Partner Personnel.
- 3.4.16 The Partner must:
- (a) subject to its obligations under law, not transfer, or be a party to an arrangement for the transfer of custody of the Client Data to any person, entity or organisation other than to the NDIA, without the written approval of the NDIA; and
  - (b) only transfer Client Data in accordance with applicable law and the NDIA's Records Management Policy or as otherwise directed by the NDIA.
- 3.4.17 Subject to any applicable law to the contrary, all records created in performing the NDIS Partners in the Community Services that are maintained outside the NDIA IT System must be retained by the Partner for a period of no less than seven years after the creation of the record, unless otherwise specified in the Records Management Policy.

- 3.4.18 At the end of the Activity Period, the Partner must manage all records created in accordance with its obligations under any applicable law, the NDIA's Records Management Policy, or as otherwise directed by the NDIA.
- 3.4.19 The Partner must ensure that all Partner Personnel are aware of and understand any record creation and retention policies applicable to the Partner and apply them scrupulously in their work.
- 3.4.20 If the Partner becomes aware of a breach of this clause 3.4, it must immediately report that breach to the NDIA.
- 3.4.21 The audits under clause 7.6 of the Grant Agreement may include audits of the Partner and its Personnel's use of the NDIA IT System.

### **3.5 Meetings**

- 3.5.1 The Partner must participate in meetings with the NDIA as required, by teleconference, videoconference or in person, as agreed by the NDIA, and in addition, the Partners must participate in the meetings described in Annex B (Program Meeting Schedule).
- 3.5.2 The Partner must ensure that the relevant Partner Personnel specified are available to attend meetings as required by this SOR and answer any queries relating to the NDIS Partners in the Community Services as required.

### **3.6 Performance Indicators**

- 3.6.1 The Performance Indicators described in Annex C of this SOR set out the basis for monitoring, measuring and assessing the performance of the Partner in meeting its obligations under the Grant Agreement.
- 3.6.2 The Performance Indicators are directly aligned to:
- (a) the Scheme Objectives; and
  - (b) performance targets described in relevant Bilateral Agreements.
- 3.6.3 The Partner must meet the applicable Performance Indicators set out in Annex C of this SOR.
- 3.6.4 Without limiting any other right of the NDIA under the Grant Agreement or at common law, failure to achieve Performance Indicators may be considered by the NDIA in determining whether to exercise any option to extend the Grant Agreement for a further period, and in considering the Partner in future sourcing activities for similar services.

### **3.7 Operational Performance Reporting**

- 3.7.1 The NDIA IT System will support the provision of regular performance, management and business intelligence reports relating to the performance of the NDIS Partners in the Community Services.
- 3.7.2 The Partner will be responsible for actively monitoring performance against required deliverables and in collaboration with the NDIA staff, on a daily rolling basis implementing adjustments to resource deployment to ensure that the Performance Indicators are met.
- 3.7.3 In addition, the NDIA will provide the Partner a monthly Performance Report which the Partner must analyse. The Partner must provide a Response to the Performance Report to the NDIA, no later than five Business Days after receiving the Performance Report.

### **3.8 Strategic Review and Evaluation**

- 3.8.1 The Partner and the NDIA will work together, in good faith, to review and evaluate the way NDIS Partners in the Community Services are provided with the aim of building, refining and improving the way those services are delivered to achieve the Scheme Objectives.
- 3.8.2 The Partner, with the assistance of the NDIA as appropriate, must undertake an ongoing internal review and evaluate opportunities for continual improvement in its performance and the role of Partner Personnel.
- 3.8.3 The Partner must provide a quarterly Strategic Analysis Report which is delivered in accordance with the delivery date in Attachment 1 (Schedule) to the Grant Agreement.

**Note to Applicants:** The required content for the Strategic Analysis Report will be developed in consultation with successful Applications.

- 3.8.4 The Partner and NDIA commit to:
  - (a) regular, open, transparent engagement between the Partner and the NDIA network on opportunities, observations and experiences impacting the successful implementation of the Scheme; and
  - (b) strategic engagement on a regular basis between the NDIA, the Partner and potentially other partners and other stakeholders on thematic scheme design and performance issues.
- 3.8.5 The Partner and the NDIA will:
  - (a) actively participate in any evaluation of the NDIS Partners in the Community Services undertaken or managed by the NDIA, to assess each or any of the elements of the services, against the relevant Performance Indicators, relevant Bilateral Agreement and against the Scheme Objectives;

- (b) actively contribute ideas and experience to each other to foster continual improvement in the delivery of NDIS Partners in the Community Services through the day to day interactions with each other's Personnel; and
  - (c) collaborate with each other to both describe and implement 'best practice' in the delivery of NDIS Partners in the Community Services, as result of experience gained, and the evidence of outcomes and effective strategies identified through the performance of the Grant Agreement.
- 3.8.6 The NDIA and the Partner will arrange a meeting at least quarterly, either one-on-one or together with other partners to explore opportunities for continual improvement in the delivery of NDIS Partners in the Community Services.
- 3.8.7 The Partner may be required to participate in meetings with people appointed by:
  - (a) the NDIA to provide independent, external evaluation; and/or
  - (b) signatories to relevant Bilateral Agreements.
- 3.8.8 The Partner and the NDIA must provide senior and experienced Personnel to participate in all meetings in an open and transparent manner, with a shared commitment to identifying opportunities for improvement in the delivery of the NDIS Partners in the Community Services, and sharing learning and experience with others involved in the delivery of those services in other Service Areas, States and Territories.
- 3.8.9 The Partner, the NDIA and any NDIA nominee must cooperate with each other to:
  - (a) facilitate access to the Partner's premises to enable the NDIA and any NDIA nominee to observe the approach to service delivery; and
  - (b) actively and creatively adopt new policies, practices and management accountabilities for the improved delivery of NDIS Partners in the Community Services.
- 3.8.10 The NDIA will arrange for independent surveys of Participant satisfaction to be undertaken on a regular basis to determine whether overall satisfaction with Participant interactions with the Partner's Coordinators are rated as satisfactory or higher by Participants.
- 3.8.11 The Partner must encourage and support the regular reviews of Participant satisfaction with the NDIS Partners in the Community Services provided by the Partner, conducted by the NDIA, or its nominee.

## **4 Organisational Capabilities - Transition Services**

### **4.1 Overview**

4.1.1 During the Transition Out Period the Partner must work with the NDIA and any new provider of the NDIS Partners in the Community Services to:

- (a) minimise any disruption or deterioration of the NDIS Partners in the Community Services; and
- (b) ensure there are effective strategies in place for the continuity of services for Clients.

4.1.2 During the Transition Out Period, the Partner must, in good faith, cooperate and reasonably assist the NDIA and any new provider to achieve the objectives mentioned in clause 4.1.1.

4.1.3 From the commencement of the Transition Out Period, the Partner must:

- (a) provide all information and assistance necessary or desirable to conduct the transition as efficiently and effectively as possible; and
- (b) implement the Final Transition Out Plan as approved by the NDIA.

4.1.4 Unless otherwise notified by the NDIA, the Transition Out Period will be:

- (a) the period beginning four months prior to the expiry of the Grant Agreement and ending on the expiry of the Grant Agreement; or
- (b) if the Grant Agreement is terminated earlier than the expiry date of the Grant Agreement, the four month period beginning on the date of the notice of termination.

### **4.2 Transition Out Plan**

4.2.1 The Partner must prepare and deliver to the NDIA by the date set out in Attachment 1 (Schedule) to the Grant Agreement for the NDIA's approval a Draft Transition Out Plan which:

- (a) describes how the Partner will transition the NDIS Partners in the Community Services to the NDIA or its nominee so as to:
  - (i) minimise any disruption or deterioration of the NDIS Partners in the Community Services; and
  - (ii) ensure there are effective strategies in place for the continuity of services for Clients during the Transition Out Period, including allowing for:
    - A. the opportunity for staff or the NDIA or the NDIA's nominee to accompany any Coordinators in the performance of NDIS Partners in the Community Services for a period of time not exceeding four weeks; and

- B. the sharing of the Partner 's workspaces with NDIA Personnel or the NDIA's nominee for a period of time not exceeding four weeks;
  - (iii) respect that the handover to the NDIA or its nominee should be seamless to the Participants and Clients and allows for strategies to optimise this;
- (b) provides:
- (i) details of the facilities and infrastructure used to deliver NDIS Partners in the Community Services;
  - (ii) copies of procedures manuals or operations manuals and training used by the Partner to deliver the NDIS Partners in the Community Services; and
  - (iii) details of the Partner Personnel used to deliver the NDIS Partners in the Community Services, and where appropriate, identifies Personnel who would consider continuing to provide NDIS Partners in the Community Services for the NDIA or the NDIA's nominee;
- (c) describes the Partner's approach to notifying Clients of the Partner about the transition;
- (d) describes the Partner's process to transfer any relevant Data to the NDIA or its nominee in accordance with the Partner 's legal obligations in relation to privacy;
- (e) describes the Partner's process to transfer IT Hardware to the NDIA or its nominee in accordance with all applicable IT security policies and protocols;
- (f) describes the Partner's approach to transferring relevant Material and, wherever necessary, providing training for the NDIA or its nominee;
- (g) describes all other things necessary or desirable to conduct the transition as efficiently and effectively as possible;
- (h) provides a detailed process and time table for conducting the transition; and
- (i) is provided in the format required by the NDIA.
- 4.2.2 The Partner must update the Draft Transition Out Plan to address the NDIA's comments and deliver a revised plan (Final Transition Out Plan) to the NDIA for approval in the timeframe set out in Attachment 1 (Schedule) to the Grant Agreement.
- 4.2.3 If required by the NDIA, the Partner must support the transition of the NDIS Partners in the Community Services to the NDIA or its nominee on the expiry or earlier termination of the Grant Agreement.
- 4.2.4 The Partner must:
- (a) implement the Final Transition Out Plan approved by the NDIA;

- (b) provide access to the NDIA or its nominee to all records relevant to the provision of NDIS Partners in the Community Services that are not held in the NDIA IT System and allow copies to be taken; and
- (c) cooperate with the NDIA or its nominee to facilitate transfer of the NDIS Partners in the Community Services.

## **5 NDIA Tools and Resources**

### **5.1 Overview**

- 5.1.1 To ensure that all Partners provide the NDIS Partners in the Community Services in a consistent manner and to ensure that all data is of the utmost integrity and quality, the NDIA will provide a range of tools and resources that will be updated from time to time that the Partner must ensure its Personnel use in the performance of the NDIS Partners in the Community Services.

### **5.2 NDIA Operational Guidelines**

- 5.2.1 The Partner must perform the NDIS Partners in the Community Services in accordance with the NDIA Operational Guidelines.
- 5.2.2 The NDIA Operational Guidelines set out the NDIA's operational policy to assist the NDIA and Partners to perform or exercise the functions required under the Scheme and the NDIA powers in making decisions or recommendations affecting members of the public (or any particular person, entity or class of persons or entities).
- 5.2.3 The NDIA Operational Guidelines have been developed based on the NDIS Act and Rules.
- 5.2.4 The NDIA Operational Guidelines are periodically revised and updated to ensure they reflect experiences of staff, are accurate, up to date and complete. They may be updated as a result of the work and analysis of the Partner to drive efficiency and improved outcomes for Clients, including Participants, and they may be updated for reasons unrelated to the work of the Partner.
- 5.2.5 Partners will be required to ensure their Standard Operating Procedures align to the NDIA Operational Guidelines, and when the NDIA Operational Guidelines are updated, the Partner must also update its Standard Operating Procedures, and provide the updated version to the NDIA within one month.

### **5.3 NDIA IT System**

- 5.3.1 The NDIA will provide the Partner with access to the NDIA IT System for the purpose of providing the NDIS Partners in the Community Services.
- 5.3.2 The Partner will be issued an encrypted portable device and other hardware as listed in clause 5.3.3 that will enable the Partner to perform various tasks and record information, including:
  - (a) create, access and modify Client Data, including Client records, assessment data and outcomes data;

- (b) create individual appointments and closed or open events to support the provision of information to people with disability and engage and interact with the community;
- (c) develop access Plans and suggest improvements to Participant Plans, subject to the limitations specified in this document;
- (d) access details of the Participant Plan to understand Participant progress with achieving their Plan goals;
- (e) search for activities that are funded by the NDIA to provide ILC building support and other community and mainstream based activities and Registered Providers of Supports and offer targeted and appropriate suggestions to Clients;
- (f) record results of contact with the above groups reported by the Client;
- (g) receive work-tasks relating to an individual from the NDIA and make contact with individuals to undertake the NDIS Partners in the Community Services; and
- (h) record contact with organisations within a community and record changes in the opportunities for Clients to participate in community life.

5.3.3 The NDIA, through the Commonwealth represented by the Department of Human Services (the Commonwealth), will supply the Partner with the following hardware (or substantially equivalent hardware) (IT Hardware) and associated software to be used by Partner Personnel to access the NDIA IT System:

- (a) a mobile device (at the date of this SOR, this will be a Surface Pro 4) which will be encrypted and pre-loaded with the following software:
  - (i) Microsoft Windows 10;
  - (ii) Microsoft Office 2013 Suite;
  - (iii) Microsoft Outlook 2013;
  - (iv) NDIA Standard Operating Environment; and
- (b) printer driver for the supported printer. (At the date of this SOR, this is proposed to be the HP Officejet 150 Mobile All-in-One Printer - L511a (CN550A));
  - (i) Soft keyboard;
  - (ii) Mouse (wired);
  - (iii) 24 inch monitor;
  - (iv) Keyboard; and

(v) Docking Station.

- 5.3.4 The IT Hardware will include all software and other components necessary to access and use the NDIA IT System for the purposes of performing the NDIS Partners in the Community Services.
- 5.3.5 At the time of supplying the IT Hardware, the NDIA, through the Commonwealth, will provide the Partner with:
- (a) a complete list of all IT Hardware provided to the Partner; and
  - (b) access to any operating manuals, user guides and other explanatory documentation to enable the Partner to have full use and operation of the IT Hardware and any included software as required to perform the NDIS Partners in the Community Services.
- 5.3.6 The NDIA IT System will be made available for access through the IT Hardware by approved Partner Personnel who have completed the relevant training and other requirements necessary to access the NDIA IT System.
- 5.3.7 The NDIA IT System will generally be available other than during scheduled maintenance periods.
- 5.3.8 If the NDIA IT System becomes unavailable for any reason outside of scheduled maintenance periods, the NDIA will make reasonable efforts as soon as practicable to notify the Partner of the unscheduled downtime and will notify the Partner once the NDIA IT System is available again.
- 5.3.9 If the NDIA IT System is not available for a period exceeding four Business Hours, the NDIA Representative and the Partner Representative will work together to agree on a workaround to ensure that the Partner continues to provide NDIS Partners in the Community Services to Participants until such time as the NDIA IT System becomes available.
- 5.3.10 The Commonwealth is responsible for back-ups of information included in the NDIA IT System.
- 5.3.11 The Commonwealth will maintain the IT Hardware and the NDIA IT System, including supplying software upgrades. Upgrades will be sent to the IT Hardware automatically. Partner Personnel may have the option of deferring some upgrades until they can connect to the internet at Partner premises.
- 5.3.12 The Commonwealth will not support or maintain any hardware or software used in conjunction with the IT Hardware that is not supplied by the Commonwealth.
- 5.3.13 The Commonwealth will provide ICT support to Partner Personnel in relation to the NDIA IT System through an online support desk (MyIT) and by telephone between 7.00am and 7.00pm (Australian Eastern Standard Time) on Business Days (except national public holidays).

5.3.14 Incidents impacting on the NDIA IT System will be managed by the Commonwealth in accordance with the Commonwealth's standard Incident Management processes. The Commonwealth will, from time to time, make available to the Partner information about its standard Incident Management processes, including the arrangements for prioritisation of incidents.

5.3.15 The Commonwealth will aim to resolve incidents in accordance with the following resolution targets detailed in Table 1.

**Table 1: Incident Resolution Targets**

<b>Support Request Resolution Targets</b>	
Priority 1	80% of incidents resolved within 4 hours
Priority 2	80% of incidents resolved within 1 business day
Priority 3	90% of incidents resolved within 5 business days
Priority 4	95% of incidents resolved within 20 business days

<b>Service Request Resolution Targets</b>	
Priority 1	80% of incidents resolved within 1 business day
Priority 2	80% of incidents resolved within 2 business days
Priority 3	90% of incidents resolved within 5 business days
Priority 4	95% of incidents resolved within 20 business days

<b>Support Request Escalation Targets</b>	
Priority 1	100% of incidents escalated within 30 minutes
Priority 2	90% of incidents escalated within 1 hour
Priority 3	80% of incidents escalated within 2 business days

#### **5.4 Other Tools and Resources**

5.4.1 The NDIA will provide the Partner access to the following documents and information for the purpose of the Partner performing the NDIS Partners in the Community Services:

- (a) NDIA Complaints and Feedback Policy;
- (b) NDIA security policies;
- (c) NDIA Record Management Policy;
- (d) materials for community engagement and Participants to ensure consistent messaging and understanding of the Scheme;
- (e) training materials and other resource materials including e-learning; and
- (f) other policies and guidance material of the NDIA referred to in this SOR.

5.4.2 The NDIA may also provide to the Partner a limited number of meeting rooms or desks at the NDIA's premises to provide for efficiency in meeting with the Participants or NDIA personnel, provided that:

- (a) the desks/meeting rooms are available; and
- (b) the Partner provides the NDIA with at least five Business Days written notice in accordance with clause 22.1 of the Grant Agreement.