



# **NDIS Partners in the Community Program**

## **Program Guidelines**

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# 1 Call for Grant Applications

## 1.1 Overview

The National Disability Insurance Scheme Launch Transition Agency (**NDIA**) invites organisations to apply for funding under the NDIS Partners in the Community Program (Round One) (the **Program**). The NDIA is seeking Partners to deliver Local Area Coordination Services (**LAC Services**) and Early Childhood Early Intervention Services (**ECEI Services**).

This funding round relates to Service Areas that are due to transition to the National Disability Insurance Scheme (the **Scheme**) before 1 January 2018. The Service Areas included in this funding round and their Phasing Dates are detailed in the Statement of Requirements (**SOR**).

The NDIA intends to conduct future funding rounds under the NDIS Partners in the Community Program. These future rounds will include areas that are yet to transition into the Scheme and may include Service Areas that are currently under contract for either LAC or ECEI Services.

## 1.2 Application Details

Applications close at **2:00 pm (AEST) on Thursday 22 September 2016 (Closing Time and Date)**.

The Application Pack is comprised of:

- a) these Program Guidelines;
- b) the Application Forms;
- c) Attachment Templates: Workforce Deployment, Staff Development and Pre-implementation Schedule and Pricing Response Schedule;
- d) Questions and Answers
- e) the Statement of Requirements, including Annexures; and
- f) draft Grant Agreement Terms and Conditions.

***Please note that the ECEI Application Form and Pricing Response Schedule will be available by Close of Business Monday 8 August 2016. To register to be notified when they are available, please phone the Community Grants Hub Hotline on 1800 020 283.***

Additional data may be provided by the NDIA at any time prior to the Closing Time and Date and, where so stated, will form part of the Application Pack.

The Assessment Process for the Program will be managed by the Department of Social Services' Community Grants Hub on behalf of the NDIA.

There will be two separate online Application Forms for the LAC Services and ECEI Services. The online Application Forms are available on the [webpage](#). Applications must be submitted by completing the relevant online Application Form(s) by the Closing Time and Date.

### 1.3 Interpretation

Unless a contrary intention is indicated, terms, words, abbreviations and acronyms in these Program Guidelines have the same meaning, as in the draft Grant Agreement.

The following terms have the meaning set out below:

**Applicant** means any entity which submits an Application or, where the context requires, is proposing to submit an Application.

**Application** means any application submitted in response to this call for grant applications.

**Assessment Criteria** means the criteria identified in clause 4.3.

**Closing Time and Date.** means the time and date specified in clause 1.2

**Eligibility Criteria** means the criteria identified in clause 4.2.

If any provisions of the Application Pack are inconsistent with any requirements in any documentation separately discovered or provided, the provisions of the Application Pack apply.

Anything under these Program Guidelines that is to be, or may be, done by the NDIA (including any decisions to be made or discretions to be exercised) may also be done by the Community Grants Hub.

### 1.4 Questions and Answers

Applicants may submit any questions relating to the Program or this application process in writing to [grants@dss.gov.au](mailto:grants@dss.gov.au). Applicants may submit these questions up until five Business Days prior to the Closing Time and Date.

Any question submitted by an Applicant is submitted on the basis that the NDIA may publish the Applicant's question and the answer on the [webpage](#), where appropriate, without disclosing the source of the question or revealing confidential Information.

All questions will be responded to within five Business Days.

The Community Grants Hub may provide technical help or support in using and/or submitting the Application Forms. Applicants may direct any requests for technical help or support to the Community Grants Hub by phone on 1800 020 283 or TTY 1800 555 677 or by email at [grants@dss.gov.au](mailto:grants@dss.gov.au).

### 1.5 Questions and Answers after the Closing Time and Date

Without limiting clause 6.2, the NDIA and the Community Grants Hub will not accept or respond to any Applicant's questions relating to the Program, the application process or the status or progress of their Application during the assessment period.

## 2 Program Overview

### 2.1 National Disability Insurance Scheme

The NDIA is a Commonwealth statutory entity whose primary role is to implement the Scheme. The Scheme aims to provide individual control and choice in the delivery of reasonable and necessary supports to improve the independence, social and economic participation of Participants.

The Scheme is currently being trialled in most States and Territories, and will be implemented in all 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 (referred to as Scheme Objectives below) which are 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.

The Scheme works 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 taking reasonable risks in the pursuit of their goals and the planning and delivery of their supports.

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 (NDIS Act)*. These are referred to as Scheme Objectives and are:

- a) an insurance approach;
  - i) 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 Partners to retain a strong focus on outcomes and demonstrate the productivity of processes and the workforce deployed.
- b) choice and control; and
  - i) This means that the NDIA and the 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 the Partners do through collaboration and engagement with people with disability.
- c) harnessing the power of community and mainstream.
  - i) This will require effective 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.

Further, the NDIA intends to deliver the Scheme in a manner that, through contemporary partner relationships:

- a) builds on the strengths and knowledge of organisations embedded in the community:  
and
- b) using people skilled in person-centred planning and family based strategies.

The transition to the full Scheme is the period during which people in existing State, Territory and Commonwealth Programs transition to the Scheme in accordance with the relevant Bilateral Agreement between the Commonwealth and State and Territory Governments.

The Program will be implemented as part of the capability for the roll out of the Scheme across Australia in all locations as required by Bilateral Agreements. The Bilateral Agreements are available at:

- a) [Victoria](#)
- b) [South Australia](#)
- c) [Queensland](#)
- d) [ACT](#)

## **2.2 NDIS Partners in the Community Program**

The Program enables the Scheme to be implemented at a local community level. The NDIA is looking to 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 LAC Services and ECEI Services as part of the Program.

The NDIA will set up these partnerships to build on existing relationships, voluntary and community action enabling people with disability to gain the benefits of community membership. These benefits include maintaining or gaining employment and participating in everyday activities and community life in natural settings.

Applicants may apply to deliver either LAC Services or ECEI Services, or both (in relevant Service Areas), if they meet eligibility and capability requirements.

Grants will be offered for LAC Services in 16 Service Areas and in 9 Service Areas and the whole State of South Australia for ECEI Services, as follows:

SERVICE AREA	LAC SERVICES	ECEI SERVICES
<b>QUEENSLAND</b>		
Townsville	YES	NO
Mackay	YES	NO
Toowoomba	YES	NO
Ipswich	YES	YES
Bundaberg	YES	YES
<b>ACT</b>		
ACT (Trial Site)	YES	YES
<b>SOUTH AUSTRALIA</b>		
Barossa, Light and Lower North	YES	YES Whole State of South Australia must be applied for and is treated as one "Service Area" for the purposes of the draft Grant Agreement
Northern Adelaide	YES	
Limestone Coast	YES	
Murray and Mallee	YES	
All remaining Service Areas in South Australia	NO	
<b>VICTORIA</b>		
Inner Gippsland	YES	YES
Ovens Murray	YES	YES
Western District	YES	YES
Barwon (Trial Site)	YES	YES
Inner Eastern Melbourne	YES	YES
Outer Eastern Melbourne	YES	YES

No more than one Local Area Coordination Partner and one Early Childhood Early Intervention Partner will be appointed in each Service Area.

It will be possible for an Applicant to be both the Local Area Coordination Partner and the Early Childhood Early Intervention Partner in a Service Area.

It will also be possible for an Applicant to be successful in more than one Service Area.

Partners will deliver LAC Services and/or ECEI Services within their allocated Service Areas. They will:



- a) assist people with disability (and/or children with developmental delay in the case of ECEI Services), their families and carers to build and pursue their goals for life, exercise choice and control in their lives and engage with the Scheme as appropriate; and
- b) ensure that people with disability (and/or children with developmental delay in the case of ECEI Services) can be offered a wide range of alternative supports as part of the Scheme by working with communities and mainstream services to build awareness and commitment to become more inclusive of the range of needs and aspiration of people with disability.

Partners will be expected to work closely with the NDIA to build and improve the way these LAC Services and ECEI Services are delivered to achieve the Scheme Objectives. This will be done through collaboration, focusing on outcomes and the day-to-day interaction between the Partner and NDIA staff.

Partners will be expected to align with the values of the NDIS and understand the needs and preferences of people with disability and their families in local communities. They must also ensure that LAC and ECEI Services operate within the context of [NDIA legislated functions](#) and the NDIA business processes and [operational guidelines](#) relating to the Participant's interaction with the Scheme.

## **2.3 Local Area Coordination**

### **2.3.1 Background to LAC**

In the context of the Program, Local Area Coordination Partners will be required to work with both individuals and the community in defined areas (Service Areas) in each state and territory.

Local Area Coordinators play a central role helping people with disability between the ages of 7 and 65 years live valued, quality and contributing lives by building relationships and connections within the community and practical means for making this happen. The principles underpinning the Local Area Coordination approach emphasise concepts of the natural authority of people with disabilities and their families and carers and the importance of accurate, timely and independent information from a wide range of sources to enable people to make appropriate decisions and to gain more control over their lives.

### **2.3.2 Role of LAC**

Local Area Coordinators have three key roles. They will (1) link people to the NDIS; (2) link people with disability, their families and carers to information and support in the community; and (3) work with their local community to make sure it is more welcoming and inclusive for people with disability.

LAC Services play an important part in supporting people with disability to engage with the change in funding and processes that the Scheme will bring. Local Area Coordinators help explain and optimise outcomes from the Scheme and ensure people with disability, their families and carers can be connected to existing community activities and mainstream services.

Local Area Coordinators also guide people in their options for putting their Plan into action and building capacity to self-manage the supports set out in their Plan.

Local Area Coordinators will:

- a) assist Participants, their families and carers to build and pursue their goals and exercise choice and control in their choice of providers for their funded supports;
- b) work with Participants to collect all required information to enable the Participant's Initial Plan and subsequent Plans to be developed as efficiently as possible; and
- c) promote opportunities for people with disability within their community by enhancing awareness and building the confidence of community-based organisations and other businesses to engage with and offer opportunities for employment, volunteering and making a contribution to community life.

The Scheme recognises that the NDIA must strengthen voluntary links between the community and people with disabilities to stimulate social capital with the goal of increasing, rather than replacing, existing formal and informal arrangements.

Local Area Coordinators must build relationships and connect people with disability and their families and carers to society with practical ways for making things happen.

A key design feature of LAC is the emphasis on building trusting relationships and getting to know people with disabilities in the context of their family, friends, culture and community and being based in and connected to the local community.

**Note to Applicants:** LAC Services are detailed in the Statement of Requirements.

## **2.4 Early Childhood Early Intervention**

### **2.4.1 Background to Early Childhood Early Intervention**

Evidence-based research reveals that timely access to best-practice early intervention can improve the functional capacity and well-being for a child with a developmental delay or disability and their family. Early intervention can also benefit the wider society in a variety of ways, including reduced incidents of exclusion from school, longer term increased levels of employment and significantly reduced impacts of social isolation.

Early Childhood Early Intervention approach is focused on children with developmental delay aged 0 to 6 years, their families and carers in a family-centred manner. ECEI focuses on the individual needs of each child and working with families to link them with mainstream supports.

In line with evidence-based best practice, the ECEI approach provides a range of flexible and responsive supports. It focuses on family-centred practices delivered in a child's natural setting, such as in the family context, preschools and playgroups. This approach will lead to greater inclusion for children by building on family strengths and growing the capacity of mainstream and community services to support children with developmental delay or disability.

The ECEI approach is designed to deliver better long term outcomes for children and their families and will contribute to greater Scheme sustainability, reducing lifetime costs and building the capacity of the mainstream system. It emphasises the importance of accurate and timely information from a wide range of sources to enable people to make appropriate decisions and to gain more control over their lives.

### **2.4.2 Role of Early Childhood Early Intervention**

The NDIA is looking to appoint Partners who are experienced in early childhood intervention services, and Partners will work with the NDIA to ensure children with developmental delay

or disability and their families and carers are well supported by a flexible and responsive range of supports.

The ECEI approach is designed to:

- a) assist children with developmental delay or disability, their families and carers to build and pursue their goals for life, exercise choice and control and engage with the Scheme; and
- b) ensure that children with developmental delay or disability can be supported in their local communities and mainstream services enabling greater awareness and social inclusion for children with a developmental delay or disability.

ECEI is designed to support children in a range of mainstream settings, such as preschools, play groups and other early childhood settings, enabling increased opportunities to learn and develop positive social relationships.

ECEI supports are delivered through a family-centred approach that builds on the strengths of carers and families in order to improve the child's developmental trajectory and overall quality of life. This will include actively working with mainstream providers to enhance their understanding of strategies to build inclusion and to ensure that appropriate adjustments are made to address the needs of children with developmental delay and disability.

The ECEI Partner will be required to be the first contact point for Scheme supports. The ECEI Partner will discuss with the family the most appropriate supports that would benefit the child. This includes information and referral to other mainstream supports

The ECEI Partner is required to assess whether a child requires initial support or whether the child requires more intensive early intervention supports. If the latter, the ECEI Partner will be required to assist the family with their access to the Scheme and recommend a detailed plan outlining the goals and identifying the reasonable and necessary supports required to assist in achieving them. In some circumstances, it will be important to recommend a plan of supports for a child immediately to ensure timely access to specialised early childhood early intervention supports.

**Note to Applicants:** ECEI Services are detailed in the Statement of Requirements.

## **2.5 Funding**

**Note to Applicants:** Funding levels and number of participants are available in the Pricing Response Schedules, available on the Community Grants Hub [website](#).

Please note that the ECEI Pricing Response Schedules will be made available by Close of Business Monday 8 August 2016.

Funding levels for LAC Services and ECEI Services will reflect the number of Participants in the relevant Service Area.

The Pricing Response Schedule Attachment must be completed using the template provided, for each LAC and ECEI Service Area applied for (once available). For ECEI Services in South Australia, one Pricing Response Schedule Attachment must be completed for the whole State.

## **2.6 Ineligible Activities and Expenditure**

The Program will only fund Partners to deliver the LAC Services and ECEI Services as detailed in these Program Guidelines and in the Statement of Requirements.

Applicants should note that grant funds cannot be used for the following activities:

- a) purchase of land;
- b) overseas travel;
- c) any items specifically excluded in the Statement of Requirements or Grant Agreement;
- d) reimbursement of expenses incurred by the organisation prior to funds being approved; and
- e) any purpose unrelated to the Program and achieving Scheme Objectives.
- f) Service Areas

The Service Areas are detailed in the Statement of Requirements. The Service Areas will usually include several Local Government Areas but will exclude Remote and Very Remote areas within those Service Areas. Remote and Very Remote areas will be identified in Annex A to the Statement of Requirements.

Applicants must apply to deliver either or both LAC Services and ECEI Services for the whole of the relevant Service Area. The NDIA will not fund organisations to deliver services to only part of a Service Area.

Service outlets offered and/or established by the Partner must be within the defined Service Area and must meet Australian accessibility standards. The Partner may only provide LAC Services or ECEI Services (as relevant) to people who live within the Service Area(s) for which the Partner is funded, using funding allocated for the applicable Service Area.

## **2.7 Grant Agreement**

The Partner's responsibilities with respect to the appropriate use of funding is included in the Terms and Conditions of the Grant Agreement, which is included in the Application Pack.

The Grant Agreement will contain the entire agreement between the parties. There is no binding agreement until the Grant Agreement is signed by all the parties to the agreement.

The Grant Agreement is the contract between the NDIA and the Partner in relation to the funding period. The Partner must comply with all the requirements of the Grant Agreement.

## **2.8 Risk Management**

All NDIA grant agreements are managed according to their level of risk. A periodic monitoring process is undertaken during the term of a grant agreement which monitors service delivery and is used to provide evidence for the effectiveness of ongoing risk management strategies.

As a part of the overall risk management for the Program, NDIA will require Partners to:

- a) identify and document risks in delivering Services funded under the Program;
- b) identify and document risk control strategies; and
- c) implement adequate and effective policies and procedures to manage risks and achieve the control strategies through the funded period.

## **2.9 Program Performance Management**

The NDIA will monitor and evaluate Program performance during the term of the Grant Agreement to ensure Activities and Partners have a focus on Scheme Objectives and the transition volumes in the relevant Bilateral Agreements through effective and efficient use of funds and resources.

The NDIA has developed Performance Indicators and other measures, which are set out in the Grant Agreement and the Statement of Requirements, to monitor and evaluate Program performance.

If an Application is approved for funding, the Grant Agreement will specify the type and frequency of reports that the Partner must provide to demonstrate achievement of the Performance Indicators. As a result of the assessment of Applications, the NDIA may request additional or varied reporting requirements to those set out in the draft Grant Agreement and Statement of Requirements.

## **2.10 Insurance**

The Partner must effect and maintain the following insurances:

- a) \$20 million, per occurrence and unlimited in the aggregate, of public liability insurance;
- b) \$10 million, each claim and in the aggregate for all claims in any 12 month policy period, of professional indemnity insurance for the Activity Period and for seven years after the End Date;
- c) Workers compensation, as required by law;
- d) Compulsory third party motor vehicle insurance for all registrable vehicles used in the performance of the Service; and
- e) Insurance to protect against the risks of any action taken through the use of computer networks that results in an actual or potentially adverse effect on the NDIA IT System, NDIA Data or Client Data residing on the NDIA IT System (Cyber Incident).

## **3 Assessment Process**

Following the receipt of Applications, an assessment of each Application will be undertaken in accordance with these Program Guidelines. The assessment process will be managed by the Community Grants Hub.

### **3.1 Selection Methodology**

The NDIA is seeking Applications for LAC Services and ECEI Services in each Service Area using an open, competitive grant selection process, which is being coordinated across four jurisdictions (Queensland, ACT, South Australia and Victoria).

Applications for LAC Services and ECEI Services in each Service Area will be assessed on their merit against the Assessment Criteria and comparatively with other Applications within and across the Service Areas.

The NDIA will not select more than one LAC Partner and one ECEI Partner in each Service Area. The NDIA may select the same organisation to deliver both LAC and ECEI Services within a Service Area, but is under no obligation to do so, even if an Applicant has applied for both LAC Services and ECEI Services in that Service Area.

In the case of ECEI Services in South Australia, the NDIA is seeking a single ECEI Partner to provide ECEI Services across the entire State (excluding Remote and Very Remote areas).

### **3.2 Assessment Stages**

Assessment will be conducted in stages including:

- a) Stage One – Screening and Eligibility;
- b) Stage Two – Assessment; and
- c) Stage Three – Shortlisting and Expert Panel Analysis.

The Assessment Criteria against which Applications will be assessed at each stage are described below in clause 4.

The NDIA reserves the right to conduct the assessment by staggering or accelerating the assessment for one or more jurisdictions or Service Areas to best meet the Scheme Objectives and the requirements of the Bilateral Agreements.

### **3.3 Assessable Information**

Applications for funding will be assessed primarily on the basis of the information provided in the Application Form(s) and its attachments. The assessment may also use information about an Applicant that is, or becomes known to the Commonwealth as a result of independent enquiries about matters relevant to the assessment of an Application or otherwise in the course of its business, as well as any publicly available information.

The NDIA reserves the right to use information properly accessed from:

- a) its independent enquiries about matters relevant to the assessment of an Application;
- b) referee checks;
- c) its databases;
- d) other Australian Government entities, such as the Australian Taxation Office and Australian Securities and Investments Commission;
- e) Australian Charities and Not-for-profits Commission (ACNC);
- f) State or Territory entities;
- g) law enforcement entities;
- h) credit reference entities;
- i) courts or tribunals; or
- j) any other appropriate source.

As a part of the application process, the NDIA may undertake further checks of Applicants and conduct independent enquiries about any matters that may be relevant to the assessment of an Application. The NDIA may also conduct checks for non-disclosure of any relevant information.

#### **3.3.1 Use of Application Information**

All Application documents submitted in response to the Program Guidelines become the property of the NDIA. Applicants submit documents in response to the call for grant Applications contained in these Program Guidelines on the basis that the NDIA may use the information, other than personal information, provided in the Application Forms to assist the NDIA to:

- a) comply with the Australian Government requirement to publish the details of all grant recipients on the NDIA website;
- b) inform staff in the assessment and selection of Applications and the preparation of any resulting Grant Agreement with respect to the Program; and/or
- c) inform future assessments of Applications (including for other Programs conducted by the Commonwealth).

Applicants can only apply if they agree to the NDIA and the Community Grants Hub using the information (not personal information) provided in their Application for the purposes set out in the Application Form, including those listed at (a), (b) and (c) above.

In addition, the NDIA and the Community Grants Hub may disclose Application documents or any part of the Application documents to a third party for the purposes of assisting the NDIA and the Community Grants Hub in the conduct of the grant process, including assessment, negotiation and preparation of any agreement. The NDIA and the Community Grants Hub may obtain appropriate confidentiality undertakings from the third party prior to disclosure.

### **3.4 Decision to Grant Funding**

The NDIA Delegate will make the final decision regarding whether an Applicant will receive funding support. Decisions on whether or not to fund an Applicant will be at the NDIA's sole discretion and will not be subject to an appeals process.

### **3.5 Process for Advising Outcomes**

Applicants will be advised in writing of the outcome of the assessment process. Information on the grant agreements entered into will be published on the [NDIA website](#).

### **3.6 Opportunity for Feedback**

Generic feedback will be offered on the strengths and weaknesses of applications through the Community Grants Hub [webpage](#), otherwise, individual feedback will be provided to unsuccessful Applicants if such request is made in writing via email to [grants@dss.gov.au](mailto:grants@dss.gov.au) within one month of notice of an unsuccessful Application.

## **4 Assessment Criteria**

### **4.1 Stage One – Screening and Eligibility**

All Applications will be assessed for compliance and eligibility in accordance with the Applicant Eligibility Criteria detailed in this clause.

Applications must not be conditional upon being selected for:

- a) both Program streams within a Service Area; or
- b) more than one Service Area.

#### **4.1.1 Applicant Eligibility Criteria**

##### **4.1.1.1 Legal Entity**

The Applicant must be a legal entity with capacity to enter into a contract.

Only the following entity types are eligible to apply for a grant for this Program:

- a) Incorporated Associations (incorporated under state or territory legislation, commonly have 'Association' or 'Incorporated' or 'Inc.' in their legal name);
- b) Incorporated Cooperatives (also incorporated under state or territory legislation, commonly have 'Cooperative' in their legal name);
- c) Companies (incorporated under the *Corporations Act 2001* – may be a proprietary company (limited by shares or by guarantee) or public companies);
- d) Aboriginal Corporations (incorporated under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006*); and
- e) Organisations established through a specific piece of Commonwealth, state or territory legislation (such as public benevolent institutions, churches, universities etc.) that are empowered to undertake the activity they are applying for.
- f) Local Government

For the avoidance of doubt, Applicants cannot be a partnership, an unincorporated joint venture (or a non-entity joint venture), an individual, a sole trader, a trustee or a consortia.

#### 4.1.1.2 Joint Applications

The NDIA wishes to contract with a single lead entity and joint applications submitted on the basis of a consortium or that two or more persons or entities will be jointly and severally liable will not be considered. However, by excluding consortia there is no intention to exclude the use of subcontractors.

#### 4.1.1.3 Conflict of Interest (LAC Services)

An Applicant which applies to deliver LAC Services, must not be a Registered Provider of Supports as defined under section 9 of the NDIS Act, or:

- a) be a Related Body Corporate (as defined under section 9 of the *Corporations Act 2001* (Cth)) of a Registered Provider of Supports; or
- b) have another entity or person in a position to exercise influence over the Applicant who is related to a Registered Provider of Supports, including where:
  - i) a director of the Applicant is also the director of a Registered Provider of Supports;
  - ii) a shareholder or member of the Applicant is a Registered Provider of Supports; or
  - iii) a shareholder or member of the Applicant is also the shareholder or member of a Registered Provider of Supports.

An Applicant applying to deliver LAC Services may only propose a subcontractor to deliver LAC Services, which is a Registered Provider of Supports, where it demonstrates to the reasonable satisfaction of the Agency that exceptional circumstances exist. In considering whether exceptional circumstances exist, the Agency will consider the:

- a) nature of the exceptional circumstances described by the Applicant that require subcontracting with a Registered Provider of Supports;
- b) availability of alternative providers which are not Registered Providers of Supports; and
- c) Applicant's proposed mitigation approach to manage this actual, potential or perceived conflict of interest.



If a subcontractor to a LAC Services Partner is a Registered Provider of Supports, there will be detailed, comparative monitoring of the length of time and level of funded supports provided.

#### 4.1.1.4 Conflict of Interest (ECEI Services)

An Applicant applying to deliver ECEI Services may be a Registered Provider of Supports or may propose a subcontractor to deliver ECEI Services which is a Registered Provider of Supports, where the Applicant demonstrates to the reasonable satisfaction of the Agency that exceptional circumstances exist. In considering whether exceptional circumstances exist, the Agency will consider:

- a) whether there are any alternative providers of ECEI Services who are not Registered Providers of Supports;
- b) the Applicant's proposed mitigation approach to manage this actual, potential or perceived conflict of interest.

If an ECEI Services Partner or subcontractor is a Registered Provider of Supports, there will be detailed, comparative monitoring of the length of time and level of funded supports provided.

The Agency expects that neither an ECEI Partner nor a subcontractor which is a Registered Provider of Supports will deliver services to individual participants (0 – 6 year olds) in a Service Area in which the ECEI Partner is providing ECEI Services other than in exceptional circumstances and with the Agency's approval. In considering whether such exceptional circumstances exist, the Agency will require the Applicant to demonstrate processes that consider:

- a) whether families with additional needs would be unable, or unlikely to engage with a separate Registered Provider of Supports after significant effort has been taken by the Applicant to develop rapport and trust;
- b) the availability of appropriate supports from other Registered Providers of Support; and
- c) the Applicant's proposed mitigation approach to manage this actual, potential or perceived conflict of interest.

## 4.2 Compliance Requirements

Applications must meet the Minimum Content and Format Requirements set out below:

- a) the Application must be in English;
- b) the Application must describe prices in Australian Dollars (\$AUD);
- c) the Application must not be conditional upon being selected for:
  - i) both LAC Services and ECEI Services within a Service Area; or
  - ii) more than one Service Area;
- d) the Application must not be:
  - i) for a geographical part of a Service Area (for example, an Application cannot be for a particular local government area within a Service Area);
  - ii) for part of the LAC Services; or
  - iii) for part of the ECEI Services.

If an Application fails to meet one or more of the Minimum Content and Format Requirements in paragraphs (a), (b), (c) and/or (d) above, the NDIA will, subject to clause 6.2, exclude the Application from further consideration.

#### **4.2.1 Applications for geographical parts of a Service Area**

If an Application fails to meet the Minimum Content and Format Requirement in paragraph (d)(i) above, and the Application is:

- a) only for one Service Area, the NDIA will, subject to clause 6.2, exclude the Application from further consideration; or
- b) for more than one Service Area, the NDIA will, subject to clause 6.2, treat the Application as not including the relevant Service Area(s).

#### **4.2.2 Applications for part LAC or ECEI Services**

If an Application is:

- a) for only LAC Services and fails to meet the Minimum Content and Format Requirement in paragraph (d)(ii) above, the NDIA will treat the Application as not including the relevant Service Area (and where the Application is only for one Service Area, the NDIA will, subject to clause 6.2, exclude the Application from further consideration);
- b) for only ECEI Services and fails to meet the Minimum Content and Format Requirement in paragraph (d)(iii) above, the NDIA will treat the Application as not including the relevant Service Area (and where the Application is only for one Service Area, the NDIA will, subject to clause 6.2, exclude the Application from further consideration);
- c) for LAC Services and ECEI Services in one or more Service Areas and the Application is:
  - i) for part of the ECEI Services in a Service Area but the whole of the LAC Services in that Service Area, the NDIA will, subject to clause 6.2, treat the Application as being for LAC Services only in the relevant Service Area;
  - ii) for part of the LAC Services in a Service Area but the whole of the ECEI Services in that Service Area, the NDIA will, subject to clause 6.2, treat the Application as being for ECEI Services only in the relevant Service Area;
  - iii) for part of the ECEI Services and part of the LAC Services in a Service Area, the NDIA will, subject to clause 6.2, exclude the Application from further consideration in relation to the relevant Service Area(s) and, for the avoidance of doubt, the NDIA will exclude the Application from further consideration where the Application is only for one Service Area or where the Application is for part of the ECEI Services and part of the LAC Services in all Service Areas applied for.

The NDIA may at any stage during the assessment process reach the view that an Applicant has failed to meet compliance requirements.

#### **4.2.3 Excluding Applications from Assessment**

Any application may be excluded from assessment if:

- a) it is believed to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of the Australian Government computing environment;

- b) it does not contain complete information for assessment against the assessment criteria set out in clause 4.3 of these Program Guidelines;
- c) it is an Application to perform LAC Services submitted by a Registered Provider of Supports;
- d) the Applicant has failed to declare a conflict of interest in accordance with clause 5.5;
- e) it includes electronic/digital files that cannot be read or decrypted or those without required attachments;
- f) it does not meet the compliance requirements under 4.2, 4.2.1, 4.2.2 and 4.2.3; or
- g) it is a Late Application; please see clause 5.6.2 of these Program Guidelines.

### **4.3 Stage Two – Assessment**

Applications which progress to Stage Two – Assessment, will be assessed against the Assessment Criteria to determine the organisational and regional capability of the Applicants to deliver the LAC and/or ECEI Services.

The Assessment Criteria against which Applicants will be assessed are outlined in this section below. The assessment will be undertaken on a Service Area by Service Area basis, so it is important for Applicants to fully and thoroughly address the regional criteria for *each* Service Area they apply for. For clarity, in the case of ECEI Services in the South Australia, the whole of the State is a single Service Area.

Applicants must:

- a) complete separate Application Forms for the LAC Services and the ECEI Services;
- b) for each Application Form:
  - i) provide a single response to Assessment Criteria 1 to 3 covering all Services Areas for which the Applicant is applying; and
  - ii) provide separate responses to Assessment Criteria 4 and 5 for each Service Area for which the Applicant is applying.

#### **4.3.1 Organisational Capability**

Applicants will be assessed on the basis of the response provided in the Application Form against the following criteria to determine whether:

- a) the organisational values and objectives align with those of the NDIA, the Scheme and the Program; and
- b) the organisation is capable of delivering the Services required in the selected Service Areas under the Program.

#### **Criterion 1: Understanding the Services**

Demonstrate your understanding of the requirements of the Services detailed in the NDIS Partners in the Community Program (including the LAC Services or ECEI Services, as relevant) in the context of the Scheme and the opportunity that these Services need to provide for people with disability or developmental delay and their families and carers.

Assessed once for Application for LAC Services or ECEI Services (as relevant) as a whole.

**Maximum length to this criterion response – 6,000 characters (approx. 900 words)**

## **Criterion 2 – Organisation Experience**

Demonstrated organisational experience in:

- a) delivering services and outcomes similar to the LAC Services or ECEI Services (as relevant) required under the Program (and in the case of Applications for ECEI Services, direct experience in early childhood intervention services will be considered favourably);
- b) developing and implementing practical inclusion strategies within mainstream and community groups for people with disability; and
- c) facilitating genuine community inclusion for individual children and people with disability or developmental delay and their families and carers.

Assessed once for Application for LAC Services or ECEI Services (as relevant) as a whole.

**Maximum length to this criterion response – 6,000 characters (approx. 900 words)**

## **Criterion 3 - Organisational Leadership and Capability**

Demonstrated alignment to the values of the Scheme and effectiveness of people, process, and systems, and any other aspects of organisational capability including:

- a) governance structures and people management strategies that include and develop the voice of people with disability and ensure that the Applicant is a child safe organisation;
- b) establishing effective organisational activity in similar timeframes and scale as required under the Program; and
- c) for ECEI Services only, the approach to ensuring the Applicant has the appropriate clinical and early childhood intervention leadership, staffing capability (with a strong understanding and knowledge of early childhood development) and governance to deliver the ECEI approach and expected outcomes for children.

Assessed once for Application for LAC Services or ECEI Services (as relevant) as a whole.

**Maximum length to this criterion response – 6,000 characters (approx. 900 words)**

### **4.3.2 Regional Capability**

The regional capability of Applicants to deliver the Services, within each Service Area applied for, will be assessed against the following criteria.

## **Criterion 4 – Regional Capability**

Demonstrated capability to deliver LAC Services or ECEI Services in each Service Area including:

- a) capability to establish and/or expand, an active, visible presence on the ground in the timeframes required. The Applicant should detail where there is a current outlet within a Service Area, or what action have or will be taken to ensure a presence within a Service Area;
- b) experience in working with the existing community opportunities and constraints, and the nature of community and mainstream supports within the Service Area;

- c) an understanding of Participant Intake within each Service Area, and the Applicants methodology and/or workforce allocation or effort to deliver LAC or ECEI Services; and
- d) development and retention of an appropriately skilled workforce including to ensure that the Applicant is able to meet the needs of Aboriginal and Torres Strait Island or Culturally and Linguistically Diverse populations in the Service Area.

**Attachment:**

Applicants must use the template provided for the Workforce Deployment, Staff Development and Pre-Implementation Schedule to provide an example of the proposed workforce model. The proposed example Workforce Deployment, Staff Development and Pre-Implementation Schedule will provide the NDIA with an understanding of the organisation's methodology, noting the methodology may differ across Service Areas.

Applicants applying for multiple service areas must only complete this once, for a single Service Area.

**Maximum length to this criterion response, per service area applied for – 6,000 characters (approx. 900 words)**

**Criterion 5 - Regional Approach**

The Applicant's approach to service delivery in the Service Area including:

- a) the approach to building stakeholder awareness, engagement and commitment to the Scheme based on demonstrated knowledge, understanding and connectedness within the Service Area; and
- b) the approach to developing a Community Capacity Building Plan in the Service Area.

Applicants must respond and will be assessed for each Service Area applied for LAC Services or ECEI Services (as relevant).

**Maximum length to this criterion response, per service area applied for – 6,000 characters (approx. 900 words)**

**Attachment**

The Pricing Response Schedule Attachment must be completed using the template provided, for each LAC and ECEI service applied for.

**4.4 Stage Three – Shortlisting and Expert Panel Analysis**

Following the completion of Stage Two – Assessment, Applicants will be shortlisted on the basis of:

- a) ranking, as a result of detailed assessment scores against the Assessment Criteria;
- b) in relation to ECEI Services only, whether the Applicant is a Registered Provider of Supports and whether there is an acceptable alternative Applicant, who is not a Registered Provider of Supports, applying for the same Service Area; and
- c) if an Applicant has applied for multiple Service Areas or both LAC Services and ECEI Services in any Service Area, the Service Area coverage (including whether the Service Area coverage will deliver significant efficiencies, effectiveness or economies of scale).

Each shortlisted Application will be assessed for risk, and assigned financial, past performance and legal risk ratings. These risk ratings may inform the prioritisation of Applicants by the Expert Panel.

#### **4.4.1 Financial Risk**

The financial risk of shortlisted Applicants will be assessed in accordance with the following criteria:

- a) whether the Applicant's proposed budget is within the available funding, demonstrates value with relevant money, appropriate and efficient financial resource allocation and meets the core financial parameters for each Service Area; and
- b) organisational financial viability.

Applicants are required to provide document(s) representing their organisation's two most recent year-end financial statements (either audited or non-audited) as part of the application form.

Financial statements provided by applicants with the application form may be used to conduct a financial viability assessment during the assessment stage. Further information may be sought from applicants if required.

#### **4.4.2 Legal Risk**

The legal risk of shortlisted Applicants will be assessed in accordance with the following criteria:

- a) overall compliance with the terms and conditions of the Grant Agreement;
- b) overall compliance with the Statement of Requirements (including compliance with the Performance Indicators); and
- c) conflict of interest management.

#### **4.4.3 Past Performance**

Where considered appropriate, shortlisted Applicants will be assessed on their ability to deliver results based upon their past performance of similar services.

#### **4.4.4 Expert Panel Analysis**

Shortlisted Applicants will be prioritised for Service Areas to achieve a value with relevant money outcome in each Service Area and across the Service Areas, including a consideration of the National Outcome criteria and their overall risk rating of each shortlisted Application.

The National Outcome criteria include:

- a) **Full geographical coverage:** There is a selected Partner in every Service Area for all Services specified as in the Program scope.
- b) **Optimal number of Partners:** There is an optimal number of Partners receiving funding under the Program.
- c) **Affordability:** The Program is affordable across the full scope of services and Service Areas included in this funding round.

- d) **Efficiency and Effectiveness:** Where an Applicant has applied for multiple Service Areas, or both LAC Services and ECEI Services in any Service Area, there are demonstrable efficiencies, effectiveness and economies of scale offered.
- e) **Mitigating critical risks:** Critical risks in the delivery of Services under the Program are mitigated.

## 5 Application Process

### 5.1 Overview of the Application Process

All grant funding processes under the Program, including the Application stage, will be undertaken in accordance with the requirements of these Program Guidelines.

### 5.2 Industry Briefing Webinar

An industry briefing webinar will be held on Monday 15 August 2016, at 11:00 am – 12:30 pm (AEST). The filming location is Canberra. Use the live [link](#) to register and view the webinar.

There will be an opportunity to ask questions during the webinar.

A summary of the questions and answers provided at the industry briefing webinar will be published on the Community Grants Hub [webpage](#) within five Business Days of the industry briefing.

### 5.3 Preparing an Application

Before Applicants prepare an Application they must check that the Applicant meets the Eligibility Criteria in clause 4.1.

Applications must be submitted in accordance with the Application Pack and include all required attachments.

All Applicants should be aware of the following:

- a) they should respond to all Assessment Criteria to the extent specified and in the format specified;
- b) meeting the Assessment Criteria does not guarantee funding; and

all information requested on an Application Form or any other documents must be provided to enable Applications to be fully considered.

### 5.4 Improper Assistance

It is considered improper for an Applicant to prepare an Application with the assistance of a Commonwealth official, employee or contractor (including the members of the Board of the NDIA), or with improperly obtained information.

Any Applications which, were developed with improper assistance by a current or former Commonwealth official, employee or contractor (including the members of the Board of the NDIA) will be excluded from further consideration.

Improper assistance may include (but is not limited to) using information or assistance obtained:

- a) in circumstances that are contrary to the communications requirements set out in these Program Guidelines;
- b) in circumstances that constitute a breach of the *Crimes Act 1914* (Cth), the *National Disability Insurance Scheme Act 2013*, the *Public Service Act 1999* (Cth), the *Public Service Regulations 1999* (Cth) or the *Parliamentary Service Act 1999* (Cth); or
- c) in breach of an obligation of confidentiality or fidelity.

## 5.5 Conflicts of Interest

Applicants must undertake reasonable enquiries to identify all actual, potential or perceived conflicts of interest they consider will or may arise through the submission of an Application, including any conflicts of interest in relation to a Registered Provider of Supports. Applicants must identify all of these actual, potential or perceived conflicts of interest in their Application, including a description of the conflict and its proposed mitigation and how the conflict will be monitored to ensure it does not compromise the outcomes sought under the Program.

Actual, potential or perceived conflicts of interest can be damaging to Participants, people with disability, the Applicant, the Partner, the NDIA and its staff and government at any level.

A conflict of interest arises where:

- a) a person makes a decision or exercises a power in a way that may be, or may be perceived to be, influenced by either material personal interests (financial or non-financial) or material personal associations; or
- b) due to a direct or indirect relationship or interest, the Applicant or its related entities, personnel or subcontractors is, or may reasonably be perceived to be, unable to discharge their obligations or duties to the NDIA in an objective and independent manner to the best of their ability.

There need not be an actual conflict for a perception of one to be formed by a reasonable person.

If, after an Application is submitted but at any time prior to entering into a Grant Agreement, an Applicant becomes aware of an actual, perceived or potential conflict of interest that has arisen or is likely to arise for the Applicant, the Applicant must immediately notify the NDIA in writing.

If any actual, perceived or potential conflict is notified, the NDIA may, in its absolute discretion:

- a) exclude from further consideration the Application submitted by the Applicant;
- b) take any conflicts of interest into account as part of assessing the Application;
- c) enter into discussions to seek to resolve or manage such conflict of interest; and
- d) take any other action it considers appropriate.

## 5.6 How to Submit an Application

### 5.6.1 Application Lodgement

Applications must be lodged electronically via the Community Grants Hub [webpage](#) by the Closing Time and Date. The Applicant should receive an automatic email notification upon lodgement. If the Applicant has not received notification within 24 hours after lodgement of the Application, the Applicant should phone 1800 020 283 or TTY 1800 555 677 or email [grants@dss.gov.au](mailto:grants@dss.gov.au) to confirm that the Application has been received.



### **5.6.2 Late Applications**

Any Application that is lodged after the Closing Time and Date may be rejected. If an Application is late or a request is made to approve a lodgement after the Closing Time and Date, a determination may be made that there were exceptional circumstances beyond the Applicant's control resulting in an inability to meet the stipulated deadline.

Examples of exceptional circumstances could include, but may not be limited to:

- a) natural disasters;
- b) power outages affecting the ability of the Applicant to submit their Application by the stipulated deadline; or
- c) death or disability of key personnel.

An Applicant whose Application has been deemed to be a Late Application may propose other incidents of exceptional circumstances (other than those listed above). Any proposed incidents of exceptional circumstances will be considered on a case-by-case basis.

### **5.6.3 Procedural Matters**

All requests for the lodgement of Late Applications must be made in writing to [grants@dss.gov.au](mailto:grants@dss.gov.au) prior to the Closing Time and Date where possible. If no written request is made to consider a Late Application, the Application may be deemed ineligible.

The relevant Delegate may, in their sole discretion, determine whether exceptional circumstances exist such that the Application should be accepted. The relevant Delegate will adjudicate on this matter and is not obliged to consider a Late Application. The decision of the Delegate to accept or reject a late Application will be final and not be subject to an appeals process.

The Applicant will be required to supply appropriate documentary evidence as stipulated by the Delegate to support any incidents of 'exceptional circumstances'.

Examples of 'appropriate documentary evidence' will be Commonwealth/ State/Territory gazettal notices, letters/notices from a statutory authority, or a Statutory Declaration signed by a Justice of the Peace or an Officer of a Court.

If the request for a late lodgement is approved, the Applicant must submit their Application in the manner advised by the Community Grants Hub by the approved date.

## **5.7 Applicant Obligations**

By submitting or otherwise participating in this Application process, the Applicant acknowledges that the NDIA makes no representations or warranties that any information communicated or provided to the Applicant in the Application Pack or any other documentation provided to the applicant as part of the Application process, or otherwise communicated during the Application process, is or will be accurate, current or complete.

The Applicant is deemed to have:

- a) examined the Application Pack and any other documents referenced or referred to in the Application Pack, and any other information made available in writing by the NDIA to Applicants for the purposes of submitting an Application;

- b) examined all other information which is obtainable by the making of reasonable and timely inquiries and relevant to the risks, contingencies and other circumstances having an effect on its Application;
- c) satisfied itself as to the terms and conditions of the Grant Agreement and its ability to comply with those terms and conditions; and
- d) satisfied itself as to the correctness and completeness of its Application, including its budget which is deemed to cover the cost of all matters necessary for the due and proper performance and delivery of the Services in accordance with the Statement of Requirements and the draft Grant Agreement.

It is the responsibility of the Applicant to obtain all information necessary or convenient for the preparation of its Application.

The Applicant must not rely, and is deemed not to have relied, upon any statement or representation by the Australian Government, whether before or after the date of release of the Application Pack, in connection with these Program Guidelines, the Application Form, the Statement of Requirements, the draft Grant Agreement or the Application process, unless that statement or representation is made in writing on the [website](#).

Without limiting any other provision of the Application Pack no payment will be made to the Applicant or any other entity for any costs, expenses, losses or damages incurred or suffered by the Applicant or any other entity arising out of or in connection with:

- a) preparing an Application;
- b) the Application process (including any industry briefing, debrief or any discussions, negotiations or enquiries or any work undertaken by the applicant after submission of its application); or
- c) any failure to comply with the Application Pack.

The Applicant must not, and must ensure that its officers, employees, subcontractors, agents and advisers do not, in relation to the preparation, lodgement or assessment of Applications:

- a) make any false, misleading or deceptive claim or statement;
- b) use information obtained unlawfully or in breach of an obligation of confidentiality to the Commonwealth in preparing its Applications;
- c) receive improper assistance from any existing or former NDIA or Commonwealth official, employee, or contractor (including the members of the Board of the NDIA);
- d) engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other Applicant or other person;
- e) attempt to improperly influence an NDIA or Commonwealth official, employee, or contractor (including the members of the Board of the NDIA), or violate any applicable laws regarding the offering of inducements; or
- f) approach any NDIA or Commonwealth official, employee, or contractor (including the members of the Board of the NDIA) in relation to the Applicant other than in the manner set out in these Program Guidelines,

otherwise the NDIA may exclude the Application from consideration.

## **6 Legal Matters**

### **6.1 No Contract or Undertaking**

Nothing in the Application Pack, nor any application will be construed to create any binding contract (express or implied) between the NDIA and any Applicant until a written agreement, if any, is entered into by the parties.

The Application Pack, any documentation that forms part of this Application process (in part or together), and any conduct or statement made prior or subsequent to the issuance of the Application Pack, is not and must not be deemed to be:

- a) an offer to contract by the NDIA; or
- b) a binding undertaking of any kind by the NDIA (including, without limitation, quasi-contractual rights, promissory estoppel or rights with a similar legal basis).

By submitting or otherwise participating in this Application Process, the Applicant acknowledges that, despite anything in this Application Pack, or any other documentation that forms part of this Application process (in part or together), neither the NDIA nor the applicant intends to create any contract or other relationship under which the NDIA is obliged to conduct the Application process in any manner or at all, and that there is in fact no such contract or other relationship in existence.

### **6.2 NDIA's Rights**

The NDIA reserves the right to:

- a) vary, suspend or terminate this Application process, including the timing and processes, if any, referred to in this Application Pack;
- b) shortlist Applications or otherwise terminate an Application from further participation;
- c) obtain clarification or additional information from Applicants or anyone else (including a formal presentation and/or a demonstration) and use any such information for the assessment of Applications;
- d) provide additional information to all Applicants;
- e) enter into a contract on terms different from that specified in this Application Pack;
- f) enter into a contract or other binding relationship outside the application process with a person on such terms as the NDIA in its absolute discretion accepts without prior notice to the Applicants;
- g) seek amended, or call for new, Applications;
- h) publish or disclose the name of the Applicant (whether successful or unsuccessful);
- i) allow or not allow another legal entity to take over the Application in substitution for the original applicant;
- j) enter into negotiations with any one or more Applicants (including negotiating with all applicants with or without shortlisting), or discontinue negotiations with one or more Applicants; or
- k) cancel, add to or amend the information, requirement, terms, procedures or processes set out in this Application process.

The NDIA will not be liable or in any way responsible for any losses, costs, expenses, claims or damage resulting from the exercise of any of the NDIA's rights in this Application Pack whether or not the NDIA has informed an Applicant of its exercise of the rights.

## **6.3 Confidentiality**

### **6.3.1 Confidentiality of the Application**

The NDIA and the Community Grants Hub undertakes to keep confidential any confidential information provided by Applicants prior to the award of a Grant Agreement and, in respect of unsuccessful Applicants, after the award of the Grant Agreement.

The obligation of confidentiality does not apply if the confidential information is:

- a) disclosed by the NDIA or the Community Grants Hub to its advisers or employees for the purpose of conducting the Application process (including, without limitation, negotiation);
- b) disclosed by the NDIA or the Community Grants Hub to any responsible Minister;
- c) disclosed by the NDIA or the Community Grants Hub in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia, or by an Australian Government auditor;
- d) authorised or required by law to be disclosed;
- e) required to be disclosed in accordance with published Australian Government policy; or
- f) in the public domain otherwise than due to a breach of confidentiality.

## **6.4 Ownership of Application Documents**

All Application documents become the property of the NDIA on submission.

All intellectual property rights (IPR) that exist in the information contained in this Application Pack or any related or attached material remain the property of the NDIA. Each Applicant is permitted to use the Application Pack for the purpose only of compiling its application and, in the case of the successful Applicants, for negotiating an agreement with the NDIA.

Such IPR as may exist in an application will remain the property of the Applicant.

The Applicant licenses the NDIA, its officers, employees, agents and advisers to copy, adapt, modify, disclose or do anything else necessary, in the NDIA's opinion, to all material (including that which contains IPR of the Applicant or other persons) contained in the application for the purpose of:

- a) evaluating or clarifying Applications;
- b) negotiation of any Grant Agreement with an Applicant;
- c) managing any Grant Agreement with a successful Applicant (if any); and
- d) any other related matters, including audit, governmental and Parliamentary reporting requirements, responding to any disputes about this application process or requests from Parliament or a Parliamentary Committee.

This clause 6.4 does not limit any access rights that exist under legislation, including the *Freedom of Information Act 1982* (Cth), the *Ombudsman Act 1976* (Cth) and the *Auditor-General Act 1997* (Cth).

## **6.5 Personal information**

Any personal information an Applicant provides is protected under the *Privacy Act 1988* (Cth). It can only be disclosed to someone else in the circumstances permitted in the *Privacy Act 1988* (Cth).

If you have questions or concerns about how your personal information is handled you can contact the Privacy Officer at NDIA at [privacy@ndis.gov.au](mailto:privacy@ndis.gov.au), the Privacy Commissioner on 1300 363 992 (local call cost, but calls from mobile and pay phones may incur higher charges) or the Australian Government Privacy Officer by emailing: [privacy@privacy.gov.au](mailto:privacy@privacy.gov.au).

## 6.6 Freedom of Information

All documents in the possession of NDIA, including those in relation to the NDIS Partners in the Community Program, are subject to the *Freedom of Information Act 1982* (Cth) (**FOI Act**).

The FOI Act creates a general right of access to documents in the possession of NDIA and this right of access is limited only by the exceptions and exemptions necessary for the protection of essential public interests and private and business affairs of persons in respect of whom the information relates.

Decisions regarding requests for access under the FOI Act will be made by an authorised decision-maker in accordance with the requirements of the FOI Act.

## 6.7 Complaints

Applicants and Partners can contact the complaints service with complaints about Community Grants Hub's service(s) or the application process.

Details of what constitutes an eligible complaint can be provided upon request by the Community Grants Hub. Applicants and Partners can lodge complaints through the following channels:

Telephone: 1800 634 035  
Fax: (02) 6204 4587

Mail: Department of Social Services Complaints  
PO Box 7576  
Canberra Business Centre ACT 2610

Applicants and Partners can also lodge a complaint about NDIA's service(s) using the complaints form on the NDIA [website](#).

Alternatively, a complaint can be made over the phone on 1800 800 110 or in person at any NDIA office.

If an Applicant or Partner is at any time dissatisfied with NDIA's or the Community Grant Hub's handling of a complaint, they can contact the Commonwealth Ombudsman at the ombudsman's [website](#) or by phone: 1300 362 072.