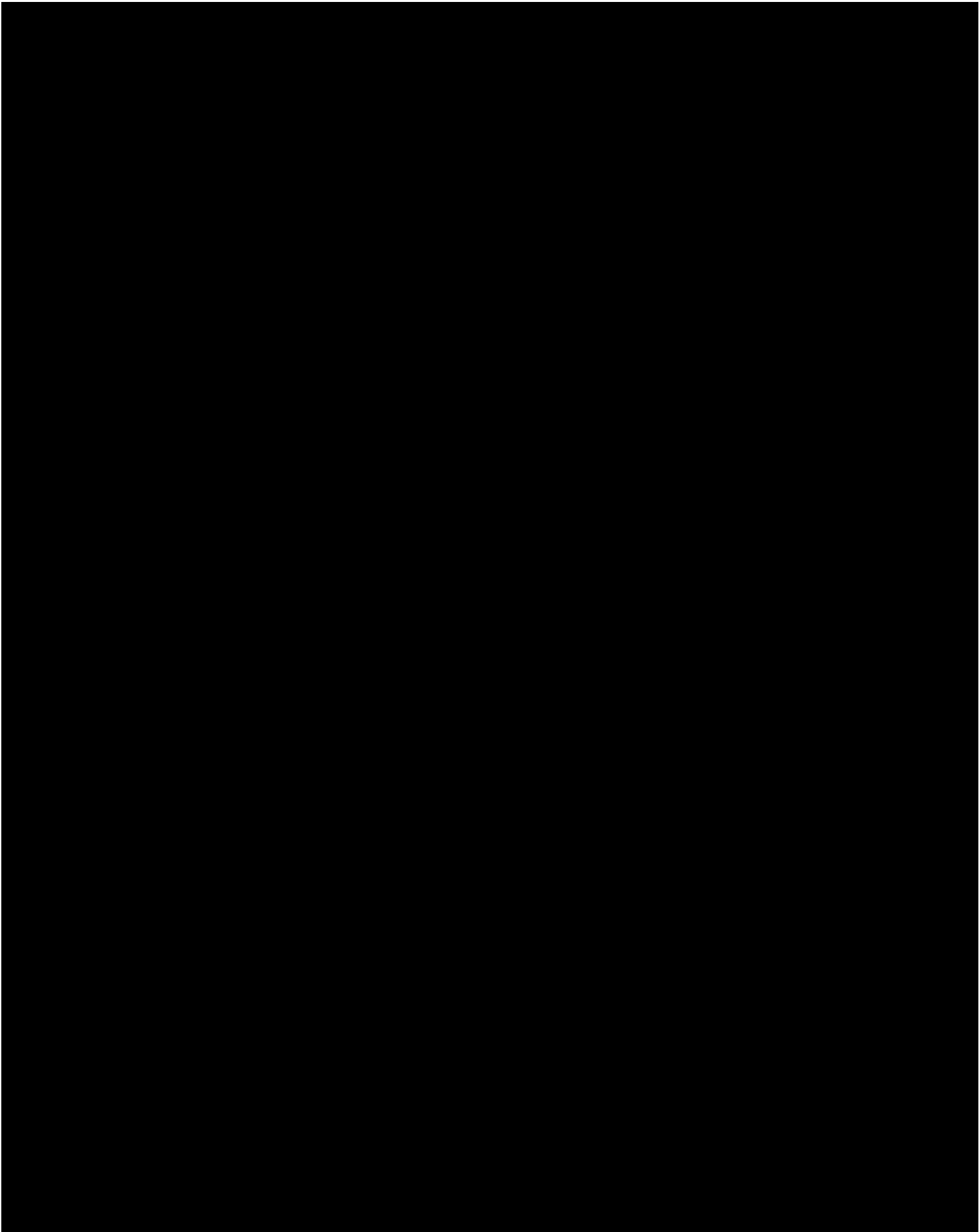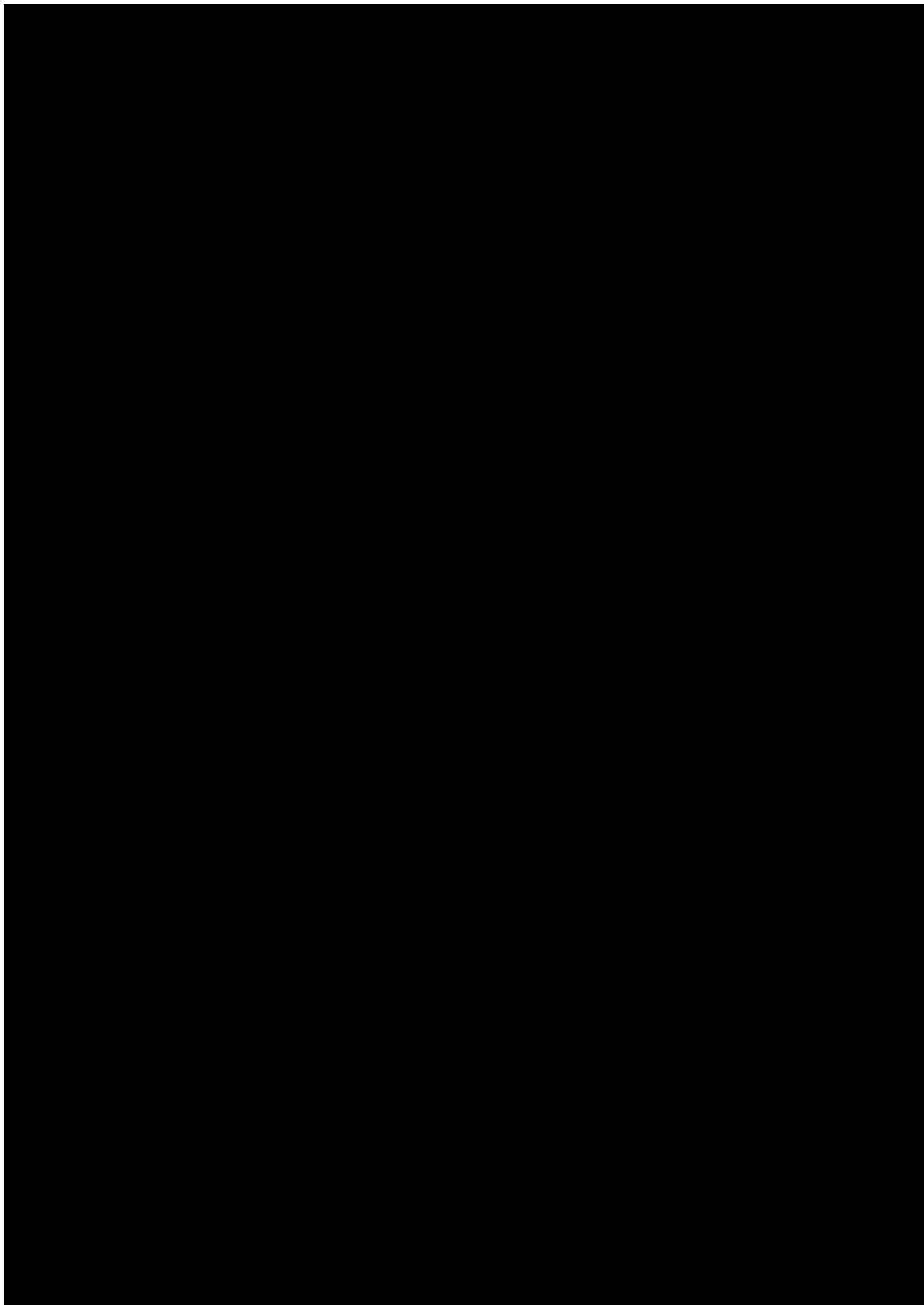# Annexure A – Bid Design Deliverables

A1 Initial Delivery Phase Plans

2. Project Governance

The Delivery Phase Program will be managed by the Uniting SAHF Project Control Group (PCG) who will ensure the delivery plan and reporting requirements are adhered to in the provision of existing and new Dwellings.

The Uniting SAHF Project Manager who reports to the PCG will use Microsoft Project to assist in the management of this project and have the construction project schedules feed into the overarching delivery project schedule. The Uniting SAHF Project Manager will establish Project Working Groups (PWGs) who will hold regular meetings with the project teams that will include representatives from the various areas within Uniting to deliver the program.

The Uniting SAHF Project Manager will report into the PCG and will provide updates on progress to the Executive and the Board of Uniting.

In addition, the PCG will need to regularly liaise with the Head of Risk who will separately report into the Director Finance and Risk and the Uniting Board on the level of risk as it may change over the delivery phase.

For this program, all related projects will be monitored as a specially identified SAHF sub-program of the Development Team.

3. Human resource planning

Key Personnel responsible for the delivery phase program are:

- **Adrian Ciano**

Adrian Ciano is the Head of Property Development at Uniting. He has been with Uniting since 2010 and is responsible for the delivery of Uniting's billion dollar property development portfolio. Adrian joined Uniting following property development and investment experience in the private sector in Australia and the UK. Adrian holds a Masters of Commerce (Property Development & Investment) graduating with Distinction and winning the University Medal. He also holds a Diploma in Project Management and a Bachelor of Education (Human Movement and Health Studies) graduating with Honours from the University of Sydney. Adrian is a member of the UDIA Seniors Living Committee. Adrian's property development experience spans a variety of sectors including residential, retail, health, hotel, commercial, industrial, residential aged care and seniors living. Adrian will report to Simon Furness and lead the property development activities required to provide SAHF accommodation to older people.

Adrian manages a team of 6 full time Development Managers plus Project Officers and administrative support.

- **Helen Wood**

Helen Wood BSc (Hons), MRICS, MAHI is Head of Independent Living and Affordable Housing at Uniting, responsible for strategic growth and operations of 79 senior's housing communities including retirement villages, the NRAS program and Community Housing.

Helen is a Chartered Surveyor and member of the Australasian Housing Institute with 35 years' experience as a property professional, specialising in social, affordable and aged housing development and operations in the UK and NSW. She was formerly CEO of a charitable housing association in central London.

Helen has extensive experience in housing development and, until early 2013, was Manager of Capital Investment at Uniting, overseeing its billion-dollar property development program.

Helen achieved Registered Community Housing Status for Uniting in 2008 and has delivered 9 projects in partnership with Federal and NSW Government under the NRAS program.

Helen will oversee the Tenancy Management Services (led by Katherine Wight) for the SAHF properties and manage the Tailored Support Coordination (led by Anna Kalra) for the 55+ Cohort through a Health and Wellbeing service she introduced in 2013.

- **Robert Clarke**

  Robert Clarke BSc, B.E (Hons) is Uniting Manager Strategic Change, Independent Living and is responsible for supporting Helen Wood in strategic growth and implementation within the independent living portfolio. Robert has 36 years' of experience in blue chip private industry companies (AVJennings, Meriton Apartments and Johnson and Johnson), the NSW Public Service as General Manager, Corporate Planning for the former Department of Commerce and 7 years with Uniting in the not-for-profit sector. Robert has extensive experience in project management, housing developments, specifying and implementing systems for business process improvements, outcomes frameworks and business devolvement. Robert will oversee the service delivery implementation phase of the SAHF service package for the SAHF 55+ Cohort and the related processes and systems.

4. Procurement and administration of Key Subcontracts

Use of Subcontractor(s) in Delivery

The appointment of property related subcontractors is undertaken by the Property Development Team. This team has a list of approved and preferred suppliers and will source additional subcontractors where required to meet their changing requirements. All of the Principle Contractors and Subcontractors will be construction related and the procurement and administration of the Principle Contractors and or Subcontractors will be a responsibility of the Property Development Team. The current practice is for a tendering process to be used for all new contracts over a specified dollar value and the tender is reviewed by a panel including staff not directly involved with the project. The contractual terms are separately reviewed by our Head of Legal. Where we use a preferred supplier, whilst a tender process is not undertaken, the quoted price is compared against benchmarks with a view to negotiation should it be too high.

The NSW Government's Implementation Guidelines to the NSW Code of Practice for the Procurement: Building and Construction July 2013 will be reviewed to ensure that there is compliance between the Uniting and NSW Guidelines. The NSW Guidelines will be adhered to.

All construction Principle Contractors and Subcontractors will then be managed within the Property Development Team who are managing the construction contracts.

5. Development and construction management

Uniting has 10 year forward development program of $1.5 billion. At any one time Uniting is delivering 21 significant developments. Uniting has a well proven development methodology with governance gates to ensure that the procurement of assets is delivered efficiently from initial concept to final handover. The development process is supported by policies, procedures and tools. All projects are managed through Project Control Groups with reporting provided to the Uniting Executive and Uniting Board.

The construction of new units as part of the delivery plan presents the normal construction risk of overruns in time as well as costs. The construction timetable will be regularly reviewed by the Project Manager who uses a traffic light system to raise early warnings to the PCG and these updates will be included within the Quarterly Delivery Plans.

The NSW Government's Implementation Guidelines to the NSW Code of Practice for the Procurement: Building and Construction July 2013 will be reviewed to ensure that there is compliance between the Uniting and NSW Guidelines. The NSW Guidelines will be adhered to.

6. Development and Construction Management Process

The delivery methodology on page 2 outlines the process used by Uniting in the delivery of new developments.

For each project an internal Development Manager is appointed who uses established Uniting policies and procedures to ensure that the development is constructed on time and within budget.

7. Design Quality Management

The Design Requirements of the new buildings will be managed by the Property Development Manager. As we are regularly constructing specifically for the aged cohort, the LHA Liveable Housing Standards are well understood by the Property Development Team and referenced in the Design Briefs and the construction tenders. The Property Development Manager(s) will oversee the adherence to the standards via contracted experts and Independent Certifiers who will review and inspect all pertinent points along the construction timeframe.

With regard to the quality management of the services provided, the Director Practice & Quality oversees a team of staff who consider quality from a number of aspects including policies and procedures, systems and data, client data collection and reporting and client health and wellbeing.

A committee of the Board has ultimate responsibility over ensuring we are putting the care of our clients first.

8. Stakeholder and Communication Management

Internally, the Development Manager will be tasked with overseeing all stakeholder and communication management. The Development Manager will hold regular meetings with the various parties who contribute to the project as well as those who will be impacted by it.

The project will have a Project Working Group (PWG). This group will input and review the brief and the design as it progresses providing input to their particular areas.

The PWG will report into the Project Control Group where recommendations and major governance decisions will be reviewed or referred to the Executive or Board for approval. Stakeholders typically involved in a project would include: Property Development & Property Operations, User Group (e.g. Independent Living, Community Care), Sales, Communications & Marketing and Finance. Internally the PWG would typically meet monthly or as required. This would form the main internal communications function. Communications would also occur to other internal stakeholders to keep them informed of progress in a formal (monthly reporting) and informal (adhoc presentations / memos / progress snapshots) basis as required. This would include to the Uniting Executive Team, Board & Sub Committee's & Uniting Area Councils.

For each development the PWG also identifies external stakeholders. This would include, residents, neighbours, families, FACS, consultants, contractors, local authorities, media and other identified stakeholders (e.g. Local Government etc).

Uniting has a Director responsible for External Communications and Media management and internal and external communications teams proactively involved in key projects. These teams provide support to the business functions of Uniting in developing their key messaging and management of internal and external communications.

With regards to external communication, the SAHF Project Manager will team up with a Communications Business Partner who will design and deliver a communications strategy for the project. This strategy will require consideration of the FACS protocols and requirements.

FACS will nominate a Communications and Media Manager for the projects to coordinate with the Uniting project team and implement and monitor the relevant policy and agreed communications and media coordination plans and strategy on behalf of FACS developed for PCG approval.

If a significant unplanned event occurs the stakeholders (internal or external) the Development Manager, Communications Team, User Group Director and where required, Uniting Director, would be involved in devising strategies to deal with unplanned events. The approach would be swift and proactive, preparing media releases in advance as soon as issues arise. The team would involve all parties including FACS and be coordinated by the Communications Team supported by the required Senior Management or Executive.

9. Risk management:

Uniting's Head of Risk has been involved in the SAHF project and will continue to have a role in the regular review of the risk schedule along the Delivery Phase timeline. The risk schedule is developed at a high level considering the overall risk to Uniting as well as at a granular level considering the risk of the delivery of each Stage and component within a Stage. Key risks associated with the Delivery Phase are found in table 1 on the next page.

Market risks relating to both demand and market acceptance of product are mitigated by extensive independent reports on demographics, market penetration rates, competitor activity and focus groups on product acceptance and pricing. There is no risk in access to land for the 55+ cohort as Uniting owns all sites involved in the proposal.

As part of the inception of each project Uniting's Property Development Process requires that risks are identified specific to the project and that mitigation strategies to these risks are identified. Each month risks are identified, reported, and where relevant, discussed at the Project Control Group. Significant risks have an associated recommendation paper associated with them for specific discussion and direction. Risk matrices are updated in more detail as phases of the project are progressed. Uniting will report risks to FACS in accordance with the reporting framework. The risk managing plan is a live document and will be updated at regular PCG review.

The delivery of existing units also presents a very low risk and as there is a regular level of turnover which will allow the freeing up and refurbishment of Dwellings.

No.	Risk of....	Potential cause or trigger that may generate an event	Potential Impact	Impact	Likelihood	Inherent Risk	Existing Control	No.	Control Effectiveness	Ef
	Service Readiness Risks									
1	Financial Risk	Uniting has sufficient funds to deliver the service package without borrowing		Insignificant	Rare	1	No controls required		1	
		External factors significantly impact the MSP beyond reasonable risk tolerances.		Moderate	Possible	13	Monitor external factors that impact the MSP		1	
2	Achievement of milestone delivery dates for senior housing	Loss of key staff	Delays in project gateways	Moderate	Possible	13	Development team has capacity to absorb staff turnover		2	
		Internal governance processes	Delays in project approvals				Agree Governance plan and map decision points with meeting dates.		1	
3	Failure to achieve registration as a Tier 2 Community Housing provider	Registrar does not grant Uniting's application to upgrade from Tier 3 to Tier 2 provider	Inability to receive SAHF funding following service readiness	Moderate	Possible	13	Prepare Tier 2 application and submit	1	1	
		Uniting's application does not meet Tier 2 requirements for registration	Inability to receive SAHF funding following service readiness				Build capacity to meet the requirements	2	1	
4	Planning Risks (Senior Housing)	Approval delays by the Local Council or JRPP	Delays in development timeframe and / or change in yield	Moderate	Possible	13	Select sites for the SAHF where DA's have been approved or there is high confidence that the scheme will obtain approval. Tenants are placed into alternative sites where required.	1	1	
							Undertake detailed and realistic feasibilities	2	2	
5	Delays in master planning on sites allocated to the SAHF (Senior housing)	Delays by local councils.	Delay in commencement of development projects	Moderate	Likely	12	Engage local councils early in the development process	1	1	
		Feasibility metrics impact on concept design.	Delay in commencement of development projects				Align development concepts with feasibilities	2	1	

Table 1: Key risks in the Delivery Phase

Annexure A - Uniting Health and Safety Management Plan

1. Background to WHS in Uniting

Health and Safety in Uniting is an embedded culture within the organisation and Uniting is dedicated to driving towards zero accidents at work and zero work-related ill health outcomes for its 8,500 employees, 3,500 volunteers, visitors and people who use our services. Uniting has approximately 13,000 residents in accommodation across NSW and the ACT who are primarily elderly.

Uniting's Work Health and Safety is an extensive program embedded throughout the organisation. This document provides a high level overview of the current practices and procedures in construction and service provision. This document should be viewed as the approach that will be taken as it will need to be consistent with Uniting's internal policies and procedures and meet the FACS reporting requirements.

Attached are:

- The Uniting Health Safety and Wellbeing Policy (Attachment 1)
- Uniting Incident Management Policy (Attachment 2)
- Uniting Cintellate Process Flows (incident and risk reporting system) (Attachment 3)

NB. Uniting was formerly known as UnitingCare and UnitingCare Ageing and some of these documents have not yet been re-branded. Uniting has recently combined its services under the Uniting brand. All existing policies and procedures are being converted under the new brand Uniting.

2. Compliance with WHS Legislation

(i) Known hazards and risks

To ensure WHS compliance with legislation:

- Policies, procedures and tools have been developed which are aligned with the legislation.
- As outlined in the Uniting Incident Policy all employees are fully aware of their responsibilities for Health and Safety as part of their Position Description and part of their mandatory training requirements.

- Uniting has a reporting system for Health & Safety (Cintellate) where there is an automated hierarchy and escalation process to the Executive and Board for risks and incidents. All employees are encouraged to report risks.

- WHS is a standing agenda topic at all meetings where there is the potential for a WHS incident.

- Uniting has a dedicated Health & Safety team that oversees WHS across every area of the organisation. This team increases awareness, develops training programs and coordinates all reporting across Uniting.

- Uniting has an internal risk and compliance team that works with business units in developing risk mitigation strategies, audits compliance against legislation and recommends improvements to processes and procedures.

(ii) Support measures

For the delivery phase examples of support measures include:

Workplace Amenities

Adequate and hygienic amenities for on-site workers and also any subcontractors engaged. Where practicable this may include, but is not limited to, providing and maintaining toilet and washing facilities, shelter, storage areas, eating areas and drinking water.

Accident Compensation, Rehabilitation and Return to Work

Support measures include:

- Provision of alternative duties and Rehabilitation Plans
- Utilising specialised medical resources as required
- Utilising rehabilitation providers when deemed necessary
- Complying with medical practitioner advice.
- Development and implementation of a return to work plan.

Fatigue Management

- Maximum standard working day - including travel to/from office/site
- Maximum consecutive working days
- Minimum breaks between shifts
- RUOK by supervisors and managers
- Provision of accommodation or transport home

3. Uniting's Approach to Ensure Subcontractors comply with the WHS Legislation

WHS in Property Development (Delivery Phase)

Uniting has an internal Property Development team managing the major capital investment program. Health and safety is managed in all new developments through the following initiatives:

- All contracts with suppliers, consultants, contractors etc have Health & Safety inclusions.

- Uniting has a Design Guide which provides a schedule of minimum provisions of Health & Safety standards

- Uniting insists that a Safety in Design workshop be conducted during the design process and the results be incorporated into the design.

- Uniting engages suitably qualified consultants to provide design services and solutions

- Uniting has internal Development Management resources and contracts external Design & Project Management services.

- Uniting uses amended Australian Standard Contracts to engage building contractors for construction. These contracts and the Principle Project Requirements associated with them specifies Health & Safety documentation be supplied and endorsed by the Contract Superintendent prior to the works being undertaken on site

- On major projects Uniting engages / employs a Clients Representative – called a Clerk of Works to regularly attend site to inspect the quality of the works. This also involves reviewing the Health & Safety provision and implementation on site.

- Uniting insists on Health & Safety being an agenda item at all meetings.

- All SAHF buildings will be designed to Liveable Housing Standards and to Australian Standards.

- Existing Hazardous Materials documentation will be provided to consultants and contractors. Uniting has HAZMAT reports for all sites and buildings it operates and sites have suitable signage.

- All work will be briefed and contracted to be undertaken in accordance with Australian Standards

- Uniting requires Health & Safety to be an agenda item at all construction meetings and is a standing item on all construction reports and project management reports throughout the construction period.

WHS in Property Operations (Service Delivery Phase)

Uniting has a Property Operations Team focussed on the management, maintenance, refurbishment, compliance and accreditation of all Uniting properties. Uniting has a range of documented items in place regarding Health and Safety in the property space. Amongst these include:

- General site induction – now online with a quiz to ensure operators have completed the training.

- Policy on Site induction; Procedure – Site Induction

- Site specific inductions for all sites

- Permits to work on any site, including working at heights and hot works etc

- Standard Operating Procedures

- Supplier non-conformance processes
- Policies on contractor selection, approval and management
- Requirement for Safe Work Method Statements for all approved contractors
- Permit to Work Register
- Asbestos Management Plan
- Fire Impairment Forms
- Property Priority Matrix
- Toolbox talks

4. Risk Assessments

As outlined in section 1 Uniting has a range of policies, procedures and support systems to manage WHS and ensure compliance with legislation.

The Uniting Incident Management policy is attached which includes Work Health and Safety.

The Cintellate system is used to record risks and incidents, the BEIM's system is a work order management system used to address known infrastructure risks and maintenance issues.

A Village Manager has been appointed for every site (for the small villages a Village manger may look after 2 or 3 sites). The Village Managers, Area Managers and any other staff who visit the sites are encouraged to raise Health & Safety items on Uniting's systems. Residents can also report concerns through their emergency call system (INS), which is triaged, and the problem then reported electronically to Uniting by the emergency call operator providing an audit trail. Residents can report all manner of issues from their own personal health issues (operators are trained nurses) to emergency repairs, criminal activity or concerns about other residents interfering with their quiet enjoyment.

On major projects Uniting, would provide informal and formal health and safety notifications, including stop work, show cause, and improvement notices. This is done through our contractual relationship with the contractor, through the Contract Superintendent or via the Clerk of Works, depending on the contractual arrangements.

As part of a Health & Safety Plan developed by the Property Directorate for each project, Uniting would ensure that site inductions, toolbox talks, drug and alcohol monitoring, safe work method statements, emergency systems amongst other safety elements are in place and available at site. This would include having available, and enforcing the use of Personal Protection Equipment as well as having well signed, stocked and audited First Aid stations including eye wash and suitably first-aid-qualified persons on site and listed.

5. WHS in the Delivery Phase and Service Delivery Phase (55+)

Uniting embeds WHS practices into every stage of the procurement and the operation of the acquisition and development process, which would include the Relevant Infrastructure. The stages for 55+ begin with Development Applications because all sites are owned by Uniting:

Development Application Preparation

Uniting has a Property Development Process (PDP) consisting of 9 phases and over 20 processes / procedures. This is supported with tools and templates and a quality assurance process.

Health and Safety is a part of the entire PDP. The consultant engagement process covers Health & Safety in the scoping, request for proposals/tenders, briefs for consultants, consultant contract and finally consultant engagement and management.

Uniting has a Design Guide which identifies the minimum standards that need to be achieved in design as well as the design process. The design process ties into the PDP. The PDP specifies hold points and reviews for design. This is prior to the submission of the DA. Prior to the submission of the DA Uniting would ensure a Safety in Design review and meeting be conducted with the Design Team of consultants and the results of this incorporated into the design. Uniting insists on design statements of compliance prior to milestones.

The submission of a Development Application needs to be signed off by the Director of Property within Uniting. The Director of Property is supported by a documented Project Governance and Delegations structure. Uniting undertakes significant internal Stakeholder Engagement – including with the Property Operations team to ensure design is safe to manage during the building life-cycle.

Development Approval

During the development approval stage Uniting refines their procurement method for this project. There are a variety of procurement models which Uniting considers including Traditional, Early Contractor Involvement (ECI), Design & Construct (D&C) and Detailed Design & Construct (DD&C). Uniting will usually undertake an EOI which contemplates a variety of checks – including Health & Safety and references.

Also during this phase the Contract and Principal Project Requirements (PPR) would be documented. Uniting uses Australian Standard base contracts and makes amendments to these contracts to suit the specific project. This is completed by experienced property legal professionals and overseen by Uniting's Head of Legal. The PPR is documented to meet the specific requirements of the project and incorporates Health and Safety considerations.

The tender will be released to suitably qualified and reputable contractors. Responses are expected to contain Construction Management and Health and Safety Plans. Uniting will seek to engage contractors with systems meeting AS4801:2001 and the Australian Government Building & Construction WHS Accreditation Scheme at a minimum.

Construction Period

During the construction period Uniting engages an external consultant Project Manager to act as the Contract Superintendent. They are to be experienced in the delivery and management of construction projects – especially relating to quality of building and Health & Safety. Uniting's Development Managers will still manage the project through to completion.

On major capital investment projects Uniting employs / engages a client representative to be on site. This is known as a Clerk of Works. Part of their role is to ensure the quality of

workmanship on site, however they also monitor Health & Safety and can provide stop-work notices and improvement notices through the Contract Superintendent.

There are a minimum of fortnightly meetings during construction. Uniting insists on an agenda that includes Health and Safety. It is expected that any near miss or actual event is noted in this part of the meeting as well as any notifications that have been issued and methods of improvement.

Prior to commencement on site the Contract Superintendent is required to obtain and endorse the Health & Safety Plan and Construction Plan of the contractor. Contractors are required to have all Safe Work Method Statements and qualifications of all contractors on site. They are also responsible for induction of all attendees to site. Uniting also insists through the contract on Police Checks for all persons working on sites which have Uniting's residents living on them.

Inspection test points (ITP's) and consultant reports are programmed and expected to be available for perusal on site. Formal monthly reports from the builder, the Project Manager and the Development Manager are expected. These are reported to Uniting's governance system.

Construction Completion

Uniting has a Property Development Process. This documents the completion and handover process. This is fine-tuned with the Contract Superintendent, Clerk of Works and builder prior to completion.

Uniting insists on "Defects Free Practical Completion". Whilst defects may arise during occupation or after Practical Completion this mitigates significant interruption following occupation and the increased Health and Safety risks that working in a "live" environment can create. Uniting's contract requires receipt of Occupation Certificates from the appropriate authorities following suitable assessment prior to issuing a Practical Completion Certificate

Uniting insists on all commissioning, training, as-built documents, warranties and manuals being completed, compiled, handed over prior to Practical Completion being issued.

At handover the project would be given to Uniting's Property Operations team and Service Stream Operations team to undertake their specific handover and commissioning. Of particular importance is the checking of Health & Safety items within the dwelling and around the village. This also includes the connection of services, the availability of recurrent maintenance (either by Uniting or by the builder during the defects liability period), insuring the building, adding signage (including any additional non-statutory health and safety signage). This involves a series of checklists and documentation.

Lease Entry Dates

During the time between construction and occupation Uniting commissions security inspections for the village. These continue until occupation levels deem this no longer appropriate.

Service Readiness

Uniting has an entry process for all new dwellings where the accommodation suitability is assessed against the needs of the tenant. The Village Manager welcomes all tenants and familiarises them with the village, the local area and their accommodation unit. This will include safety information such as what to do in case of fire or other emergency. These details are provided in every unit and every dwelling has a back to base emergency call system and pendant, which can be worn by the resident. If any incident occurs or residents feel unsafe in any way, they can press their emergency pendant and speak with the call centre who will triage the issue and bring in emergency services as necessary.

The Village manager also informs new residents of the activities and other services that Uniting provides. All tenants are provided a copy of the village rules and the rental tenancy agreement is discussed in more detail if required. Any known risks are discussed with the tenant.

The Health and Wellbeing Team undertakes a tenant assessment and establishes a management plan for the tenant linking them with local support services where required.

The village community facilities and the accommodation is regularly inspected as per Uniting's internal processes to ensure that the villages and accommodation are maintained at acceptable standards over the life of the infrastructure.

An annual safety inspection is jointly conducted between the resident's committee and Uniting Management and Property teams. Any hazards which are identified are acted on and logged in the Cintellate system.

3.01   Health, Safety & Wellbeing (Synod) Policy
(Effective 5 August 2013)

Purpose

To describe how UnitingCare Ageing ensures Health Safety and Wellbeing in its operations.

Scope

This policy shall apply to UnitingCare Ageing, UnitingCare Corporate and Group Services award and non award covered permanent, casual, termporary and closed period employees.

Uniting Church in Australia, Synod of NSW & ACT Work Health & Safety Policy

Work Health & Safety (WHS) is considered to be of the utmost importance and the Synod of NSW & ACT (the Synod) will take all reasonable steps to provide a safe place and system of work for employees, volunteers, contractors, customers and visitors.

The key components of UnitingCare Ageing WHS Policy are:

- Accountability for implementing UnitingCare Ageing's WHS Policy and 10 key Principles rests primarily with line management.
- UnitingCare Ageing recognises that the way to effectively manage WHS matters is by managers, employees and volunteers collaborating and working together in a consultative, systematic and continuous improvement methodology to identify hazards, assess risks and implement effective controls.
- UnitingCare Ageing believes all injuries and incidents are preventable. UnitingCare Ageing's goal is zero injuries and incidents and proactive hazard identification and risk control are vital to realising UnitingCare Ageing's goal.
- NSW and ACT legal requirements are UnitingCare Ageing's minimum standard. However, regular review and development of UnitingCare Ageing's WHS Management System may deem it necessary to adopt higher standards in order to achieve UnitingCare Ageing's goal.
- Within the scope of their individual roles, each and every employee, volunteer and contractor share responsibility for implementing and influencing achievement of UnitingCare Ageing's Policy and its objectives.
- This Policy and Principles will be reviewed annually. Following review, changes will be fully communicated to all employees, volunteers and stakeholders.

PRINCIPLES

The following principles underpin UnitingCare Ageing's WHS Policy:

Commitment and Accountability

Careful selection, training and direction of employees, volunteers and contractors and continual diligent monitoring of systems of work will maintain safety in UnitingCare Ageing's workplaces, prevent injuries and incidents and minimise exposure to liability. Within the scope of their role and responsibility, each and every manager and supervisor will be held accountable for taking prompt remedial action to address unsafe situations or behaviour. Each and every worker will be held accountable for cooperation and compliance with UnitingCare Ageing's WHS Policy and System, to ensure their own safety and the safety of others in the workplace. All injuries, incidents and unsafe or hazardous conditions, either in systems of work or facilities provided, must be reported immediately.

System Implementation and Resource Requirements

UnitingCare Ageing is committed to implementing a documented, continuous improvement WHS Management System in a planned, systematic and controlled manner, linked to measurable targets and outcome objectives. System implementation must be tailored to accommodate the scope of work operations and related risk and must aim to ensure that UnitingCare Ageing's performance is enhanced, professional and ethical. Consultation and collaboration between managers, employees and volunteers are key elements in creating a WHS improvement culture and effective implementation of the System. Resources must be provided and adequacy monitored to enable effective WHS System implementation.

Communication and Consultation

Consultation and communication processes must be established, maintained and regularly reviewed to ensure that relevant WHS information is provided and matters discussed, as required, with workers and members of the public. Workers must be invited to express their views on matters or issues impacting upon workplace safety and opinions must be considered prior to implementing changes or solutions in the workplace

Systems of Work

Systems of work and standard operating procedures must be developed, maintained and regularly reviewed to ensure the health and safety of all workers and members of the public. Hazards must be eliminated or consequent risks reduced as far as is reasonably practicable. Control measures must be implemented and workplace monitoring programs arranged to demonstrate safe working conditions and effective control.

Skill Development and Training

Skill development requirements must be identified and regularly reviewed. Necessary training must be provided and competency validated to ensure that workers work with proper regard for the safety and health of themselves and others. Documentation and comprehensive records must be maintained.

Modifications and Changes

Arrangements must be established to ensure that new plant, equipment, materials purchased, or modifications to existing processes, equipment or facilities do not compromise safety.

Emergency Plans

The nature and scale of all reasonably foreseeable emergencies must be identified and adequate formal arrangements established to respond to such emergencies, according to the hazards and risks involved. Arrangements must be made in association with public emergency services. Plans must be communicated, regularly rehearsed and reviewed.

Contractors and Suppliers

Arrangements must be established to ensure that competent contractors are selected, monitored and supplied with sufficient information to ensure that the safety and health of their workers are not at risk by Synod activities. Contractors and suppliers must be required to provide sufficient information to ensure that the safety and health of Synod employees, volunteers or others is not put at risk by their activities. Contractors operating on Synod premises must comply with the Synod WHS Policy requirements. Failure to comply shall result in termination of contract.

WHS Reporting, Performance Monitoring and Rehabilitation

Processes must be established and maintained to enable all injuries, incidents and public complaints to be effectively reported, investigated promptly, root causes identified, risks assessed and appropriate effective corrective action implemented to prevent recurrence. Arrangements must be established to effectively monitor safety management performance. Records must be maintained and information and statistics reported in line with Synod requirements. If injury occurs, UnitingCare Ageing must arrange effective medically approved workplace rehabilitation programs to maximise recovery and prompt return-to-work of injured employees.

Auditing and Planning

Formal auditing procedures must be developed and implemented to ensure that standard operating procedures adopted to meet the Synod WHS Policy and Principles are effectively established, maintained and observed. Audits must be used to provide due diligence assurance to Managers and Officers, to satisfy external legislative and standards requirements, and to provide sound information for business planning. Deficiencies identified during audits must be formally recorded, their implications assessed and corrective actions prioritised and acted upon.

This procedure is adopted in full from the Uniting Church in Australia, The Synod of NSW and ACT, 'Work Health & Safety Management System Framework.

Its inclusion here makes clear its adoption by UnitingCare Ageing.
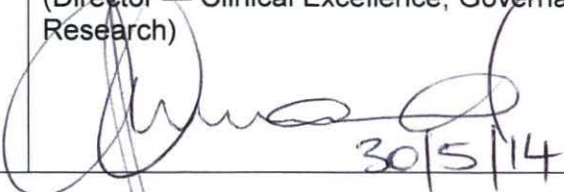
Module Owner & Stakeholders

Director People Learning & Culture.

Document Stakeholders in Review: HWS Manager and others as specified in individual procedures.

Incident Management Policy

Document Number	0008
Publication Date	30 May 2014
Service Stream	All
Functional Support Team	Clinical Excellence, Governance & Research
Summary	This policy provides advice to staff on the effective response to all incidents (corporate and clinical) that occur in UnitingCare Ageing. It describes the roles and responsibilities for reporting incidents.
Replaces Document	UnitingCare Ageing Incident Management Policy 0008 and all former related Regional policies.
Author Area	Clinical Excellence, Governance & Research
Contact Number	02 9376 1465
Applies to	All.
Audience	All staff across all service and functional streams, including clinicians, managers and contractors.
Review date	May 2015
Version Number	4.4
Status	Final
Approved by	Tracey Osmond (Director — Clinical Excellence, Governance and Research) 30/5/14

Contents

Introduction

An effective incident management system is key to the effective management of all incidents including clinical, community and corporate incidents. This Incident Management Policy has been revised to clarify responsibilities and processes of incident management to ensure that notification and management of incidents is consistent.

Values

We seek to add value to the experience of life by being *respectful, imaginative, compassionate and bold.* Uniting is committed to honesty and integrity and acts to ensure that all incidents and near miss events are reported and managed. Compliance with incident reporting reflects our value of doing what is right.

Policy statement

All incidents must be reported promptly and accurately to ensure appropriate investigation and management response. Recommendations arising from incident investigations must be implemented to minimise the risk of further incidents. The policy describes roles and responsibilities to ensure that all staff understand their accountability for incident management processes.

Incident notification and management in accordance with this policy allows Uniting to meet its statutory and regulatory requirements.

Definition of an incident

An incident is:

> 'an undesired or unexpected event which has caused or had the potential to cause harm, loss or damage to person, property, organisation or environment'.

Any incident that meets this criterion must be reported in the incident notification system. For example, if a person develops an illness that causes them to fall and hit their head, the fall and head injury is notified as an incident.

Incident categories cover all operations of the organisation, namely:
- Care;
- Work Health and Safety (WHS);
- Feedback and Complaints;
- Financial;
- Reputation;
- Operations;
- Environment;
- Property; and
- Security.

Policy principles and objectives

The principles of this Incident Management Policy include:

- Integrity – openness about failures;
- Growth – emphasis on learning that results in quality improvement actions;
- Obligation to act – to ensure risks and incidents are identified, investigated and managed;
- Accountability – individual responsibilities are clear and focused on safety and quality improvement and to ensure compliance with regulatory requirements;
- Action – problems are prioritised and resources directed to those areas; and
- Teamwork – working together provides the best opportunity to identify risks and minimise the likelihood that incidents will recur.
- Learning – using the information gained from incident investigation to improve quality and minimise the likelihood of a reoccurrence.

Roles and responsibilities

Incident management is everyone's responsibility within Uniting. Effective incident management requires a whole of organisation approach with clear accountabilities for reporting.[1] Details and prompts for all steps of incident reporting, are detailed in the Incident Management and Incident Notification and Escalation process flowcharts.

All staff must:

- Notify all incidents immediately to the person in charge or the manager, verbally and by entering the incident into the incident notification system (Cintellate);
- Participate in the investigation of incidents as required;
- Notify the person in charge or the manager of any risks; and
- Meet their WHS responsibilities.

The Manager is accountable for:

- Monitoring staff compliance with the incident management policy;
- Ensuring that all incidents are correctly and immediately reported, entered into the incident notification system and actioned accordingly;
- Following the Incident <u>Notification and Escalation Matrix</u>;
- Accepting or declining all electronic incident notifications;
- Verbally reporting CAT1 and CAT2 incidents to the next level manager immediately and WHS CAT 1 and CAT 2 incidents to the WHS Manager;
- Reviewing CAT 3 and CAT 4 incidents and completing sign off;
- Continually reviewing the safety of residents/clients and staff;
- Protecting property, finances, reputation and the environment;
- Fostering an environment where proactive reporting of incidents and risks is part of the workplace culture.

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[1] Uniting, Schedule of Delegations. Version 8, April 2013.

Next level manager has the responsibility to:
- Confirm the Risk Category and Contributory Factors of CAT1 and CAT2 incidents (refer to the Incident Category Definitions Matrix);
- Follow the steps on the Process Flow for Incident Notification and Escalation;
- Appoint/approve the Lead Investigator for CAT1 and CAT2 incidents;
- Ensure an appropriate level of incident investigation for CAT 1 and CAT 2 incidents;
- Complete final sign off for CAT2 incidents;
- Formulate and implement quality improvement plans (see Sample Risk Treatment Plan found in the Risk Management Manual);
- Review plans for improvement actions that have been identified through the investigation process;
- Identify gaps in staff education or policy emerging from incident review.

The Service Director has the responsibility to:
- Review CAT1 incidents, findings and recommendations;
- Complete final sign off for CAT1 incidents;
- Document identified risks on the Risk Register (see Sample Risk Register found in the Risk Management Manual);
- Ensure services have robust systems in place to identify, report, investigate and manage incidents;
- Notify the Uniting Communication and Marketing team when there is an incident which has the potential to become public knowledge;
- Identify policy gaps and quality improvement strategies; and
- Disseminate lessons learned from incidents.

The incident management process

There are seven key steps to the incident management process:
- Identification;
- Notification and documentation of the incident;
- Escalation of incidents – for management response;
- Investigation of contributing factors;
- Reporting findings;
- Follow up with corrective/improvement actions; and
- Review and monitoring of improvement actions.

For all incidents, enter the details into Cintellate. Follow the steps on the Notification and Escalation process flows.

Clinical/Care incidents

Any event that meets the definition of an incident must be reported on the incident notification system. (See the definition of Incident in this policy.) For example, if a

person has a deterioration in their health that causes them to fall and hit their head, the fall and head injury is notified as an incident.

Staff who provide care to residents or clients must follow up all care related incidents by documenting:
- the actions taken and the care given (such as treatment) immediately following the incident, both on Cintellate and in the Clinical Record;
- the findings of the resident or client assessment (and re-assessment as per the relevant Clinical Guidelines) following the incident;
- changes in care plans which result from the incident;
- the actions taken to monitor the resident or consumer following the incident.

Verbally notify staff on the next shift about the incident, assessment findings and the care given following the incident. State the changes to the care plan including actions to be taken by the next shift to monitor the progress of the resident or client.

The manager responsible for care of a resident must
- Notify all incidents with Mandatory Reporting requirements to the Department of Health and the Police within 24 hours;
- Follow Uniting policies for any incident with mandatory reporting requirements;
- Confirm that all relevant and objective information relating to every incident is documented in the resident or client's Clinical Record as well as in Cintellate;
- Record action plans in the Continuous Improvement log.

Complaints

The process for investigating and responding to formal complaints follows the steps in the Feedback and Complaints Policy, supported by the Notification and Escalation Process Flow in Cintellate. Complaints referred to Uniting by the Aged Care Complaints Commissioner must be finalised within the time period set by the Commissioner.

Work Health and Safety (WHS) incidents

Uniting is obliged to notify WorkCover immediately of any CAT1 WHS incident[2] or any other serious injuries suffered by workers.
The person in charge or Service Manager must notify the WHS Manager of CAT1 WHS incidents immediately and preserve evidence at the incident site.

The HSW Manager:
- Notifies WorkCover of incidents where required;
- Complies with WorkCover investigations; and
- Updates the Risk Register following an incident.

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[2] WorkCover Authority of NSW. 'Injuries and Claims – Reporting an Incident or Injury'. Updated 3/12/2012.

Investigation

Investigation of incidents may involve interviews, inspection of the work site, policy/procedure reviews, review of resource availability, and/or the review of documentation, clinical/performance indicators or other relevant material.

An Incident Investigation Team is commissioned by the Operations Manager (of a Service Stream) or the Senior Manager oif a Functional Stream) to investigate all critical incidents. The Incident Investigation team will consist of three (3) members:
1. Representative of the appropriate functional stream, for example:
   a. CGQ representative for all care incidents
   b. WHS representative for all WHS incidents
   c. Financial representative for all fraud and theft related incidents
   d. Property representative for environmental and property related incidents
2. The Service Stream/Functional Team Manager (or their delegate) from the service/functional area in which the incident occurred
3. Representative from the senior management team of the Service or Functional Stream

Critical incidents (CAT1) must be investigated within 21 days of the incident being reported, using the *Contributing Factors Analysis – Investigation Guidelines*.

Work Health and Safety incidents are investigated using the Incident Investigation Report HSW 005 within 10 days of the incident.

Analysis of contributing factors
All incidents are analysed to identify contributing factors and opportunities for improvement. The Incident Investigation Team reviews the chronology of events and contributory factors and recommends an Action Plan with clear definition of responsibility and time frames for implementation. The report of findings and recommendations is then reviewed by the Uniting Executive Team.

Evaluation and review

The relevant Stream Director is responsible for the final evaluation of the findings and recommendations of all critical incident investigations. The responsible Stream Director signs off the incident notification report.

Incident notification audit process

Reports made on the incident notification system are audited monthly by the Clinical Governance and Quality team to assess data quality, incident categorisation and timely sign off. Reports on trended data are provided monthly to Service Managers by the Quality Coordinators across the service streams.

Notifying the resident or client

('Open Disclosure')

Any resident or client who is the subject of an incident resulting from care provided to them, should be notified of the incident, regardless of the impact of the incident. The resident/client's support person or person for notification should also be notified that the incident has occurred. The Service Manager responsible for the affected resident/client's care should make this notification within 24 hours of the incident and provide information about the investigation and actions that will follow.

This process follows the principles of open disclosure. Refer to NSW Health's Open Disclosure Policy and Guidelines for information on the principles of open disclosure.[3]

Sharing of information learned

Feedback and sharing of information is an important component of continuously improving incident management. The incident and recommendations should be discussed with the team involved to ensure staff are aware of the factors contributing to the incident and the improvement plans to prevent recurrence of the incident.

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[3] NSW Health, (2007) Open Disclosure Policy PD2007_040.

Definitions & terms used in this document

Category Definition
A matrix is used to categorise the severity (Category [CAT] 1 to 4) and type of the incident (Care, WHS, Feedback and Complaints, Property, Security, Financial, Reputation, Operations or Environment).

Contributing Factor Analysis (CFA)
CFA is an investigation process that captures information about the sequence of events and contributing factors of an incident.

Complaints
Complaints may be made in person, by telephone, letter, by feedback and in some cases through the media. Complaints may also be notified to Uniting by the Aged Care Complaints Commissioner. All complaints must be recorded and show actions taken to resolve the complaint.

Continuous Improvement
Continuous improvement is a process used to identify opportunities for improving the quality of service and which provides a framework for implementation and evaluation of improvement activities. Continuous improvement actions are measurable.

Critical incident
A critical incident means a CAT1 incident of any type.

Hazard
A hazard is a source or situation with a potential for harm in terms of injury or ill health, damage to property, damage to the environment or a combination of these.

Incident
An incident is any unplanned and undesired event (including a near-miss) which has caused or had the potential to cause harm, loss or damage to a person, property, the organisation or the environment.

Incident Investigation
Incident investigation is a process to investigate how and why a critical incident (or in some cases a CAT2 incident) occurred using a chronological breakdown, evidence and interviews. The Incident investigation Team formulates findings and recommendations to prevent recurrence of the incident.

Incident Management
Incident management is a systematic process for identifying, notifying, prioritising, investigating and managing the outcomes of an incident.

Incident Type
Incident type refers to the core issue of the incident such as a fall, medication error, or complaint. There can be more than one incident type associated with each incident.

Near Miss
A near miss is any event that could have had adverse consequences but did not, e.g:
- An arrested or interrupted sequence which was intercepted before causing harm e.g. wrong medication drawn up but not administered), or
- A hazardous event or circumstance with the likely possibility of harm occurring.

Notification and Escalation Process Flow
The Notification and Escalation Process Flow charts the steps whereby incidents are documented and notified to the next level, through to the level of sign off. The Process Flows for each Incident Category are found on the Incident Notification System.

Notification
Notification refers to the process of reporting an incident verbally and/or electronically using Cintellate.

Open Disclosure
Open disclosure is the process of communicating with a client, resident and/or their support person about an incident or error that has affected them. Open disclosure means saying sorry or offering an apology following an incident. An expression of sympathy or regret is communicated.

Reportable Assault
Reportable assault is any incident of alleged or suspected elder abuse that has mandatory reporting requirements. It is mandatory to report unlawful sexual contact and/or unreasonable use of force on a resident of an aged care service. Assaults must be reported to the Department of Health and the Police within 24 hours of the incident as well as being notified on the Uniting incident notification system (Cintellate).

Risk rating
A numerical score, derived from a matrix, which is applied to an incident based on the likelihood and consequence. (See the Risk Management Manual.)

Risk register
A risk register is a document which is used for systematically recording identified risks, the risk rating and controls to minimise or eliminate the risk. The residual risk rating is reviewed after controls have been implemented. See the Risk Management Manual for a sample Risk Register.

Worker
The definition of a worker, under the Work Health and Safety Act 2011, is any person who carries out work for a 'person conducting a business or undertaking' (PCBU). A worker is any person who works as an employee, trainee, volunteer, outworker, apprentice, work experience student, contractor (and their staff) or labour hire staff.

Appendix: Related legislation, policies and references

This policy is to be read in conjunction with the following policies.

Related Uniting policies and procedures

- Code of Ethical Behaviour.
- CFA Executive Report template.
- CFA Findings and Recommendations template.
- Contributing Factors Analysis Investigation Guidelines
- Elder Abuse and Mandatory Reporting policy.
- Feedback and Complaints – Policy 0004.
- Incident Category Definitions Matrix
- Missing Residents and Mandatory Reporting.
- Cintellate User Guide and Process Flows.
- OH & S Incident Investigation Report HSW-005
- Privacy and Confidentiality policy — 0025.
- Risk Management Manual 0.1and templates.
- Schedule of Delegations.

Other related legislation, policies and references

- Aged Care Complaints Commissioner
- Aged Care Act 1997
- Aged Care Amendment (Security and Protection) 2007 (Cwlth)
- Department of Health and Ageing, Compulsory Reporting Guidelines for Approved Providers of Residential Aged Care, June 2008
- NSW Health Patient Safety and Clinical Quality Program PD2005_608
- NSW Health Policy: Incident Management PD2007-061
- NSW Health Open Disclosure Guidelines GL2007_007
- NSW Health Policy, Reportable Incident Definition PD2005_634
- Work Health and Safety Act 2011

Revision history

Version Number	Description of Changes	Revised by	Date
4.4	Brand updates; hyperlinks removed	Margo Armishaw,	28/6/2016
4.4	Revision to clarify procedures, and responsibilities of roles. Introduction of principles of notifying residents/ clients of incidents.	Margo Armishaw, Cassandra Rowe, Tracey Osmond	29/5/14
3.1	Updated to remove and include appropriate related documents and hyperlinks to other documents.	Karen Tebbet, David Rudd, David Ireland, Karen Olsen	15/5/12
	Updated to reflect changes in Incident, Risk and Hazard Management Process and Procedures revised to include incidents where a resident is absent without explanation. Updated to introduce two new CFA templates. Contributing Factors Analysis has been removed and a separate guideline has been developed.	Karen Tebbet; Kim Short	17/04/12
3.0	Complete redraft	Kim Short, David Rudd, Cassandra Kokles, Daniel Carbone	02/05/11
2.0	Revised to include incidents where a resident is absent without explanation.	Kim Short, Karen Lee	9/7/09
1.1	Header changed from Care Services to UnitingCare Ageing, revised to include Independent Living Units and Housing.	Kim Short, Sandra Vincent	11/03/10
1.0	Initial draft	Kim Short, K Lee	26/11/08

Process Flow
Incident Management

All Staff

1 Check-Call-Care

↓

2 Notify verbally Person in Charge Complete Incident Notification

→ Go to Action Management

Person in Charge

3 Check-Notify & Review Details Accept or Decline Incident

↓

4 Assess Incident Outcome & Record Incident Details

→ Cintellate generates emails to Area and Head Office staff as per Notification and Escalation Matrix

Service Manager or Delegate

5 Review-Assess specific Incident Details

→ Go to Action Management

↓

6 Complete Further Investigation

→ Go to Formal Incident Investigation *if required

↓

7 Go to Final Review and Sign Off

→ Feedback to resident/client/family/person responsible

Process Flow
Notification and Escalation

Category 1

Escalation ▶ *If you are unable to contact your direct report immediately, you MUST contact the next person above in the hierarchy until verbal contact is made with higher management.*

LEGEND: 🗣 verbally notify next role ✉ Cintellate automatically notifies this role via email 💻 View dashboard

VERBAL notification	RECORDING	
VERBALLY notify your Person in Charge or Service Manager immediately	**ENTER incident into Cintellate** 💻	**All Staff**
VERBALLY notify your Service Stream's Operations Manager immediately	**REVIEW record ACCEPT/DECLINE incident CATEGORISE incident before end of shift** 💻	**Person in Charge**
	REVIEW record and ensure documentation complete Sign Off 1 💻	**Or Service Manager** (for action)
VERBALLY notify your Service Director immediately	**REVIEW record and ensure documentation is complete Sign Off 2** 💻	**Operations Manager** (for action)

🏛 UC Head Office

	REVIEW record and ensure documentation is complete Final - Sign Off 3 💻	**Service Director** (for action)

✉ **All Head Office Functional Directors** 💻 (for notification)

✉ **Director of Ageing** 💻 (for notification)

Process Flow
Notification and Escalation

Category 2

Escalation ▶ *If you are unable to contact your direct report immediately, you MUST contact the next person above in the hierarchy until verbal contact is made with higher management.*

LEGEND: 🗣 verbally notify next role ✉ Cintellate automatically notifies this role via email 💻 View dashboard

VERBAL notification   **RECORDING**

🗣	**VERBALLY notify your Person in Charge or Service Manager immediately** ▶ **ENTER incident into Cintellate** 💻	**All Staff**

🗣 ✉ 🗣	**VERBALLY notify your Service Stream's Operations Manager immediately** ▶ **REVIEW record ACCEPT/DECLINE incident CATEGORISE incident before end of shift** ▼ **REVIEW record and ensure documentation complete Sign Off 1** 💻	**Person in Charge or Service Manager** (for action)

✉	**REVIEW record and ensure documentation is complete Final - Sign Off 2** 💻	**Operations Manager** (for action)

🏛 UC Head Office

Service Director
(for notification) 💻

All Head Office Functional Directors
(for notification) 💻

Director of Ageing
(for notification) 💻

Process Flow
Notification and Escalation

Category 3	Category 4

Escalation ▶ *If you are unable to contact your direct report immediately, you MUST contact the next person above in the hierarchy until verbal contact is made with higher management.*

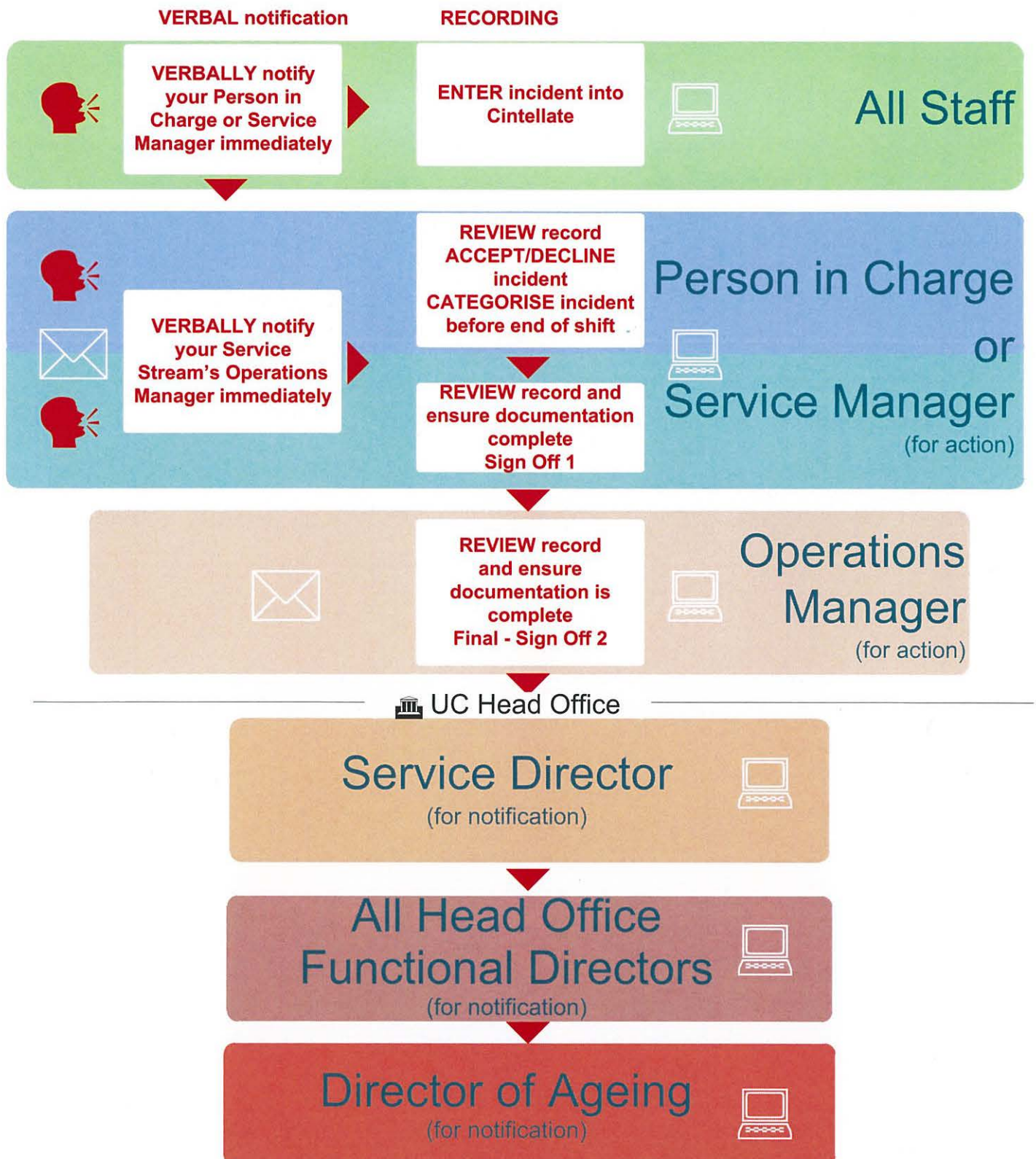LEGEND: next role to verbally notify ☒ Cintellate automatically notifies this role via email 💻 Notified on dashboard

VERBAL notification	RECORDING	
VERBALLY notify your Person in Charge immediately	**ENTER incident into Cintellate**	**All Staff**
VERBALLY notify your Service Manager promptly	**REVIEW record ACCEPT/DECLINE incident CATEGORISE incident before end of shift**	**Person in Charge or Service Manager**
	REVIEW record and ensure documentation complete Final - Sign Off 1	

Operations Manager
(For notification)

🏛 UC Head Office

Service Director
(for notification)

All Head Office Functional Directors
(for notification)

Director of Ageing
(for notification)

Process Flow
Formal Incident Investigation

1 **Review Recommendation Authorise-Notify Investigation** → Appoint Lead Investigator

Operations Manager

2 **Investigate Record Findings Develop Report**

Notify Service Manager on completion

3 **Submit Report for Review-Complete Rework if required**

Lead Investigator

4 **Accept Report or Return with Recommendations** → Notify Lead Investigator if rework required

Operations Manager

5 **Enter Date Investigation Concluded**

6 Go to Final Review and Sign Off

Service Manager

Process Flow
Alleged Reportable Assault Management

Notify GP, Family, Person Responsible

① **Investigate Incident**

Cat 1

Notify Police/DSS within 24 hours and Record Details of External Agencies Notified

Develop or Review Actions for Behavioural Management Plan

Cat 2

② **Record Discretionary Non Reportable Assault/Abuse**

Alleged Reportable Assault Investigation

③ **Develop or Review Actions for Behavioural Management Plan**

Receive notification that DSS has closed case

Service Manager or Delegate

④ Go to Final Review and Sign Off

Process Flow
Alleged Reportable Assault Investigation

Service Director

❶ **Review Recommendation- Authorise and Notify Investigation** → Confer with Operations Manager. Assign Lead Investigator

Lead Investigator

❷ **Investigate Record Findings Develop Report**

❸ **Submit Report for Review-Complete Rework if required** → Notify completion to Service Manager

Service Director

❹ **Accept Report or Return with Recommendations** → Notify Lead Investigator if rework required

Service Manager

❺ **Enter Date Investigation Concluded**

Go to Final Review and Sign Off

Process Flow
Elder Abuse Management

All Staff

❶ Ensure safety
Call 000 if needed
Protect evidence

→ Verbally notify Person in Charge

Person in Charge

❷ Check for harm &
damage
Make area safe
Preserve evidence

❸ Assess-Record
Incident Details
Determine
Corrective Actions

→ Cintellate generates emails
to Areas and Head Office

Service Manager

❹ Assign Category
Review-Assess
specific Incident
Details

→ Consult with Operations Manager

❺ Notify GP, family,
person
responsible

If Cat 1 Residential allegation of Reportable Assault?

→ Alleged Reportable Assault Management (Residential)

❻ Record Details of
External Agencies
Notified

❼ Investigate
Incident

Go to Final Review and Sign Off

Process Flow
Final Review and Sign Off

Category 3	Category 4
❶ **Complete Ready for Sign Off**	**Person in Charge or Service Manager**
❷ **Receive Notification Review & Sign Off Cat 3-4 Incidents**	**Service Manager**

Process Flow
Final Review and Sign Off

Category 2

1 Complete Ready for Sign Off

Person in Charge or Service Manager

2 Review and Complete Sign Off 1

Service Manager

3 Review and Complete Sign Off 2 (Final) → Notify Service Manager for rework if not ready → Refer Risk Assessment
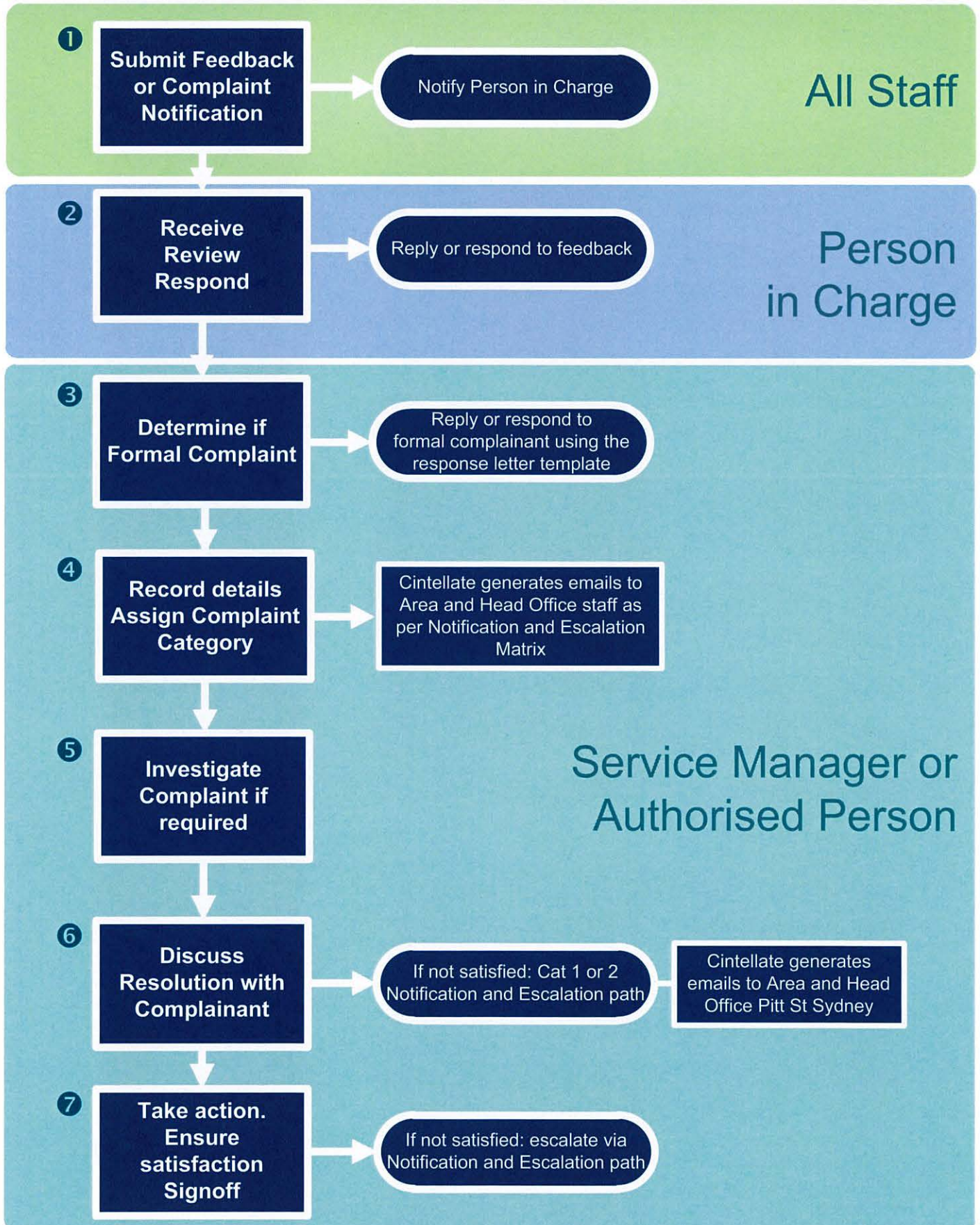
Operations Manager

Process Flow
Final Review and Sign Off

Category 1

Person in Charge or Service Manager

❶ Complete Ready for Sign Off

Service Manager

❷ Review and Complete Sign Off 1

Operations Manager

❸ Review and Complete Sign Off 2

→ Notify Service Manager for rework if not ready

→ Refer Risk Assessment

Service Director

❹ Review and Complete Sign Off 3 (Final)

→ Notify Operations Manager for rework if not ready

Process Flow
Feedback and Complaint Management

All Staff

1 Submit Feedback or Complaint Notification → Notify Person in Charge

Person in Charge

2 Receive Review Respond → Reply or respond to feedback

Service Manager or Authorised Person

3 Determine if Formal Complaint → Reply or respond to formal complainant using the response letter template

4 Record details Assign Complaint Category → Cintellate generates emails to Area and Head Office staff as per Notification and Escalation Matrix

5 Investigate Complaint if required

6 Discuss Resolution with Complainant → If not satisfied: Cat 1 or 2 Notification and Escalation path → Cintellate generates emails to Area and Head Office Pitt St Sydney

7 Take action. Ensure satisfaction Signoff → If not satisfied: escalate via Notification and Escalation path

Process Flow
Feedback Management
(Positive or Negative)

1

All Staff

Submit Feedback Notification

2

Person in Charge

Review and Respond

Resolve negative feedback immediately or within 24 hours

Go to Action Management (Negative Feedback)

3

Service Manager

Go to Category 3 Final Review and Sign Off
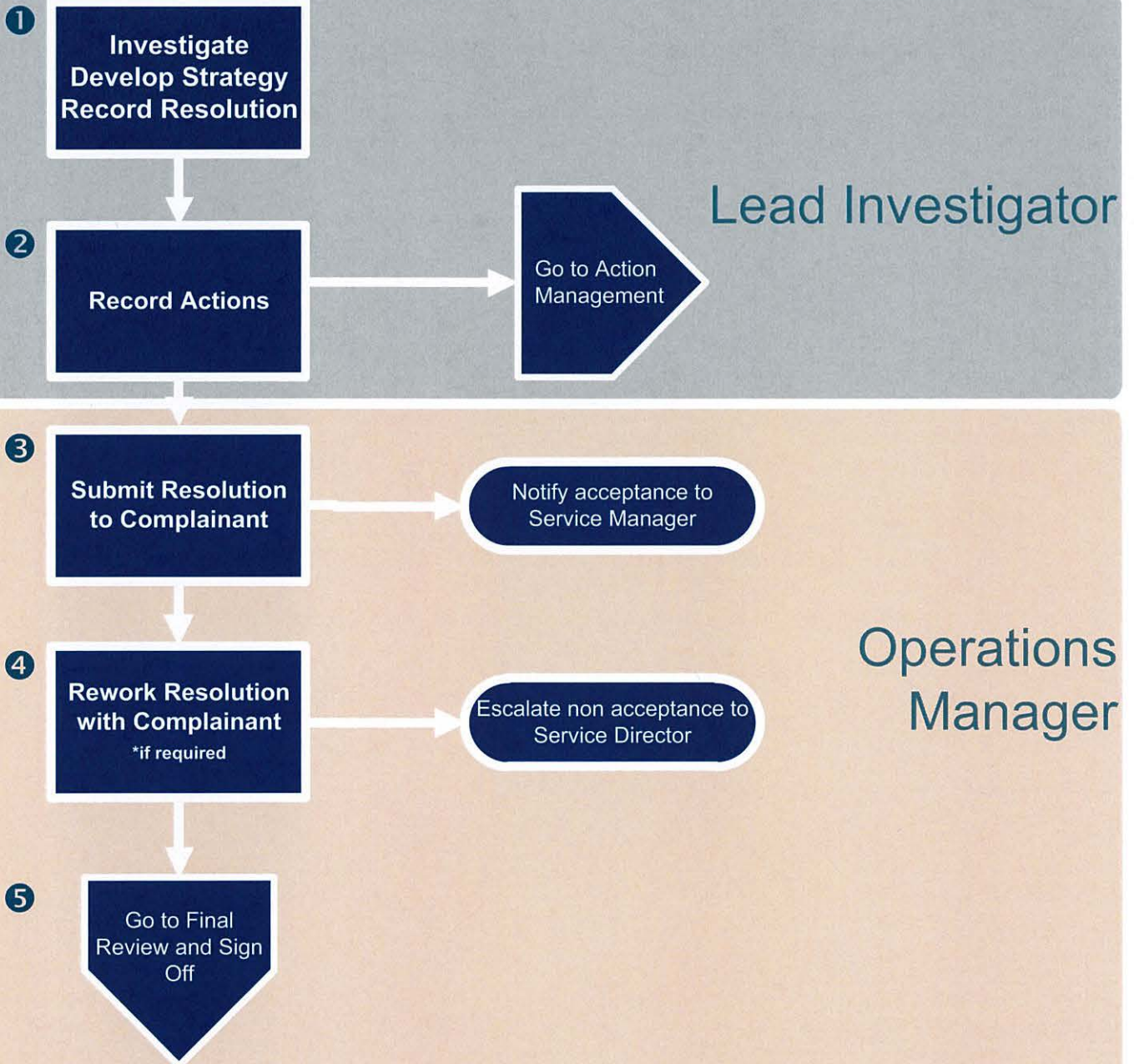
Positive feedback signed off immediately

Process Flow
Complaints Management

All Staff

❶ Submit Complaint Notification

→ Cintellate generates emails to Area and Head Office staff as per Notification and Escalation Matrix

Service Manager

❷ Record details Assign Category

→ Reply to complainant within 2 working days using the Response Letter Template

❸ Record Actions

→ Go to Action Management

❹ Investigate Complaint

Operations Manager

❺ Review Decide if Formal Investigation Required

→ Appoint Lead Investigator
Go to Complaints Formal Investigation
*if required

Service Manager

❻ Go to Final Review and Sign Off

Process Flow
Complaints Formal Investigation

Lead Investigator

1 Investigate
Develop Strategy
Record Resolution

2 Record Actions → Go to Action Management

Operations Manager

3 Submit Resolution to Complainant → Notify acceptance to Service Manager

4 Rework Resolution with Complainant
*if required → Escalate non acceptance to Service Director

5 Go to Final Review and Sign Off

Process Flow
Hazard Management

All Staff

❶ Assess Hazard for Elimination → Remove hazard if safe to do so

❷ Notify & Record Hazard Details

Person in Charge

❸ Review Hazard Details Accept or Decline

❹ Assign Hazard Rating → Email sent to Service Mgr for Hazard Sign Off Rating 8 or above

❺ Assign Actions Attach Files Enter Comms Log → Create safety alert (if required) in consultation with Regional Safety Manager

❻ Sign Off Hazard Rating below 8

Service Manager

❼ Sign Off Hazard Rating at or above 8

Process Flow
Operational Risk Management

Service Director, Functional Director And Operations Manager

1. **Record-Analyse Assess-Evaluate Risk**

2. **Identify existing controls** → Complete Residual Risk Assessment

3. **Identify further controls** → Complete Target Risk Assessment

4. **Evaluate Risk & Assign Risk Ownership** → Risk category definitions

Risk Owner

5. **Complete a periodic (quarterly & ad hoc) Risk Review**

6. **Identify-Manage-Communicate Actions** → Notify Risk Action approver

Risk Reviewer

7. **Review Risk Completion** ← Risk/Hazard Rating

Process Flow
Safety Alert Management

1 **Consult functional representatives**

Cat 1 or 2 Executive Notification path

Initiated from incident review for formal investigations, such as reportable assault, corrective actions for staff injury, hazards and complaints, or for operational risk management

2 **Develop Safety Alert details**

Initiator
(eg, HSW Manager, Executive Manager Care Services or delegate)

3 **Submit Safety Alert details**

4 **Review Safety Alert details**

Authorised Person
(eg, Director Care Services, Director Ops, Director PLC, CLT)

5 **Authorise Safety Alert for issue**

6 **Notify relevant persons for distribution**

Maintain Safety Alert Register

Initiator
(eg, HSW Manager, Executive Manager Care Services or delegate)

7 **Distribute and communicate Safety Alert**

Service Manager

Process Flow
Action Management

This process applies to Person in Charge and Senior Management roles

1 **Add New Action Details** → Email sent to Assigned To Person

Assigned By Person

2 **Enter Action Progress** *Revise Due Date if required* → Email sent to Assigned By Person

Assigned To Person

3 **Review Action and return for rework if required** ← Email notifies 2 days prior to due date

4 **Close Action record when complete** → Email sent to Assigned To Person

Assigned By Person
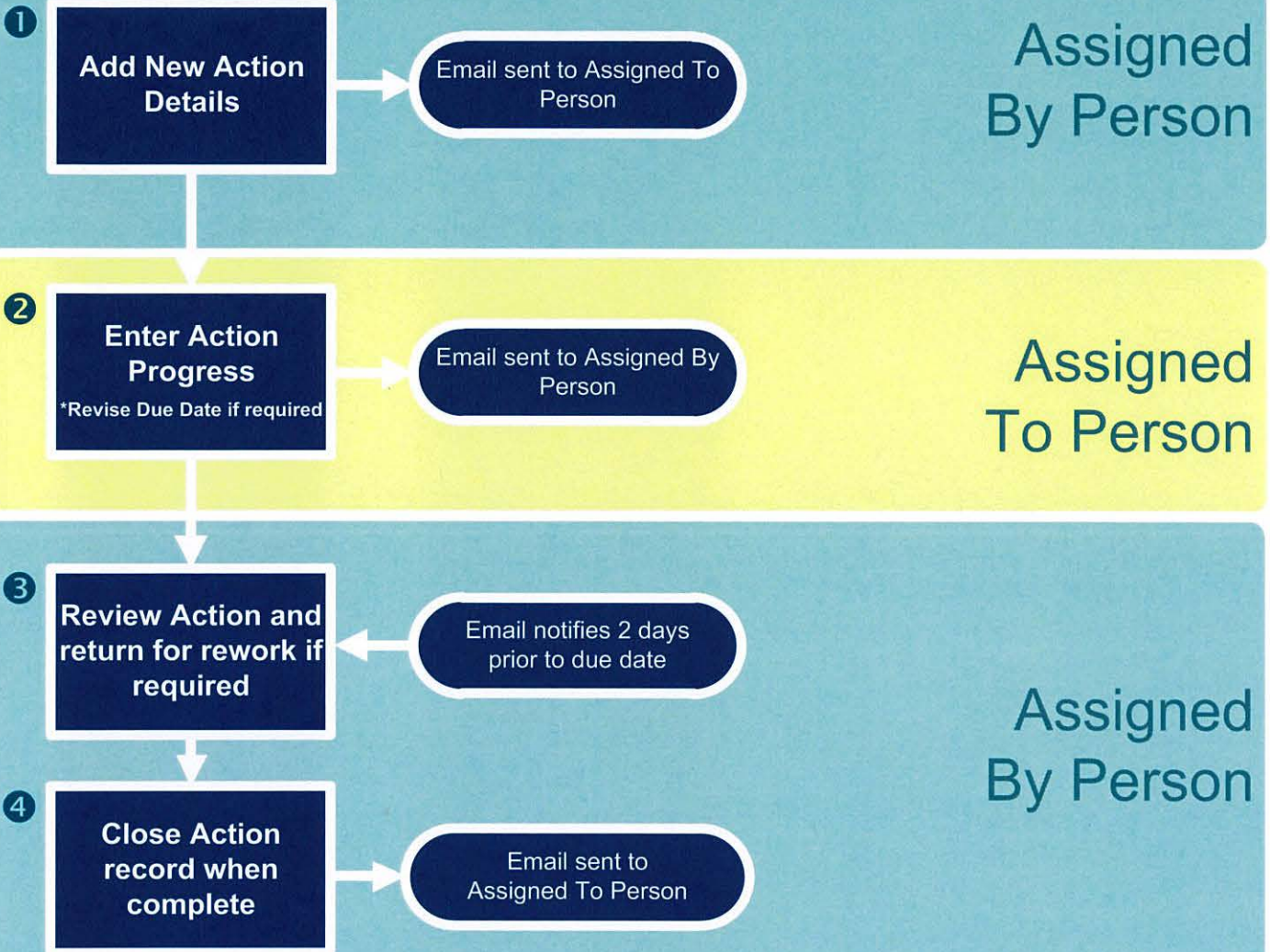
Process Flow
Injury Management and Return to Work Planning

① Call-Check-Care Notify PIC

All Staff

② Record-Notify Staff Injury/Illness Incident

Person in Charge

③ Ensure injured worker is reviewed by treating doctor → Workers Comp medical cert issued

④ Notify Return to Work Coordinator

Service Manager

⑤ Create Workers Compensation record & maintain progress details → Notify HR if Return to Work not possible

⑥ Develop & Implement Return to Work Plan → Obtain final Workers Comp Clearance Certificate

Return to Work Coordinator

⑦ Signoff Notify worker when to resume pre-injury duties → Notify Person in Charge

ANNEXURE A – REGISTRATION PLAN

1. Uniting Sole Provider for the SAHF

Uniting is the sole provider for all elements of the Service Package.

All property is owned by The Uniting Church in Australia Property Trust (NSW) as trustee for Uniting (NSW.ACT) and all housing provided to the SAHF is on land owned by the Church (except Tredinnick Village, 75 Cook St, Forestville, 2087 which is on Crown Land reserved to The Uniting Church in Australia Property Trust (NSW)). Uniting has an internal property development function that will deliver all the new dwellings for the SAHF.

Uniting also has the internal functions of tenancy management, tailored support coordination, data collection and reporting and property operations (asset management) to support the SAHF.

2. Registration as a Tier 2 Provider

Uniting is currently a Tier 3 provider and in November 2016 Uniting submitted an application to the Registrar to become a Tier 2 provider.

In subsequent follow up with the Registrar's office Uniting has been advised that their aim is to have the compliance checks completed on Uniting's application by the end of March 2017.

Annexure A – Bid Design Deliverables

A2 Initial Delivery Phase Program
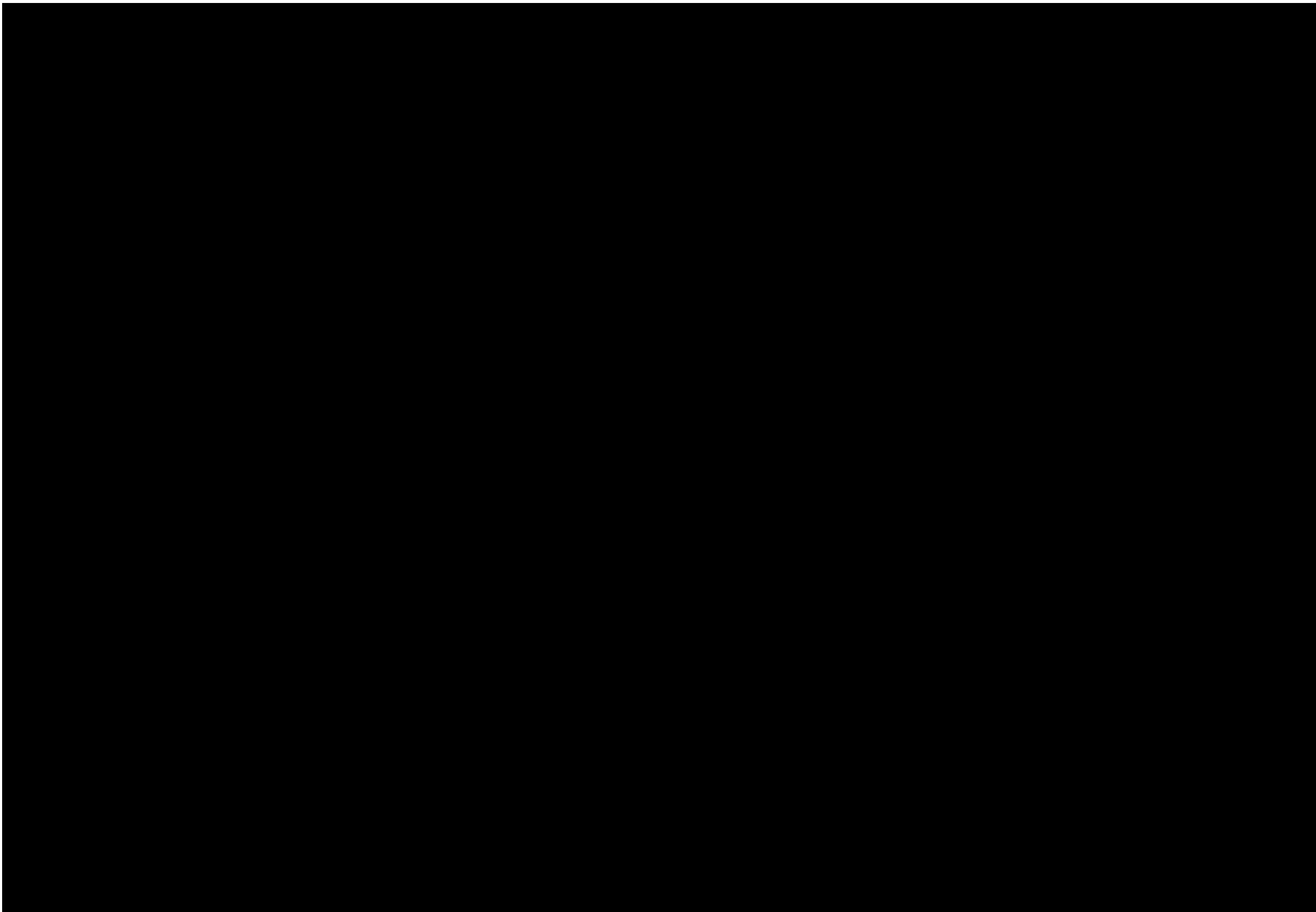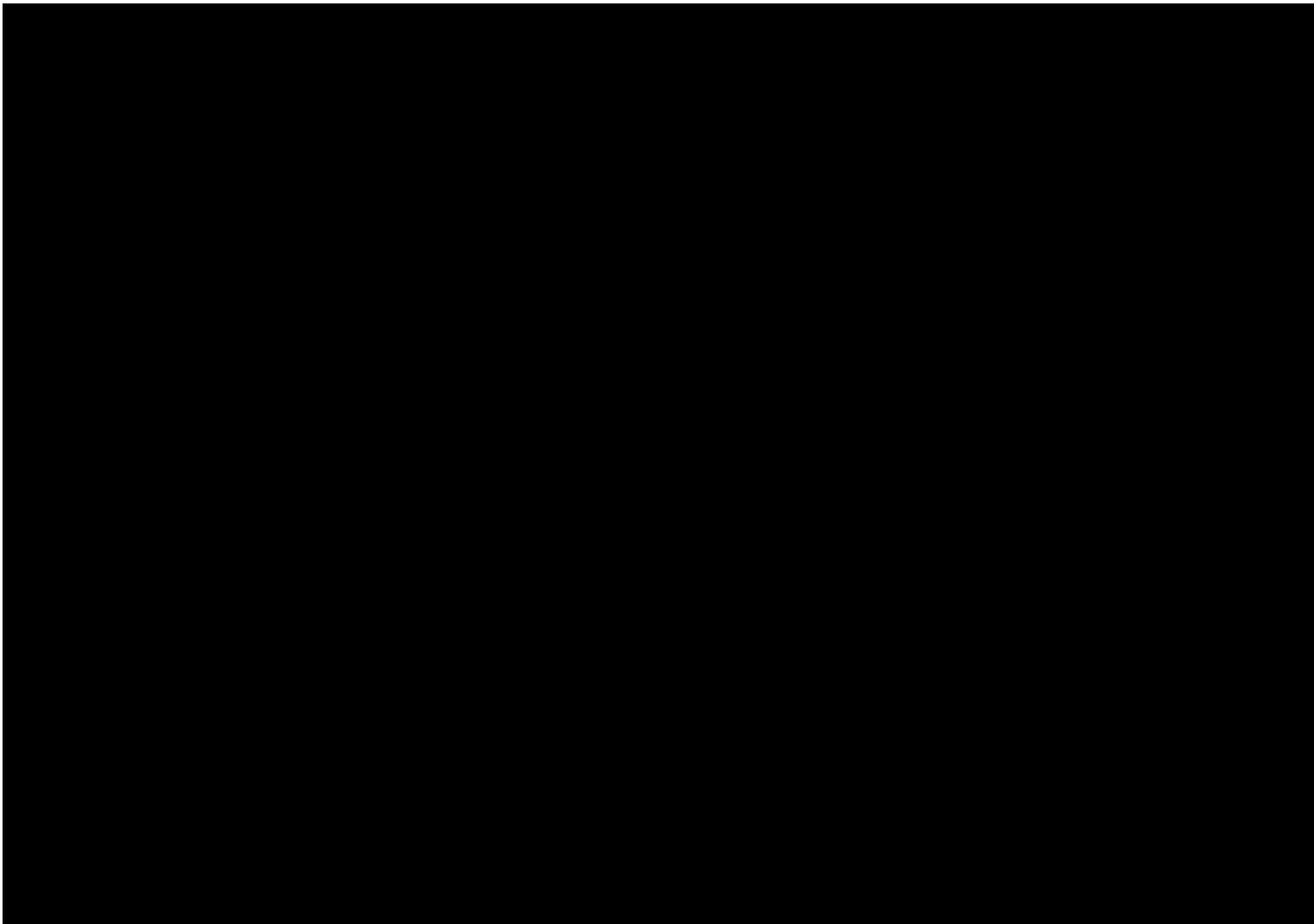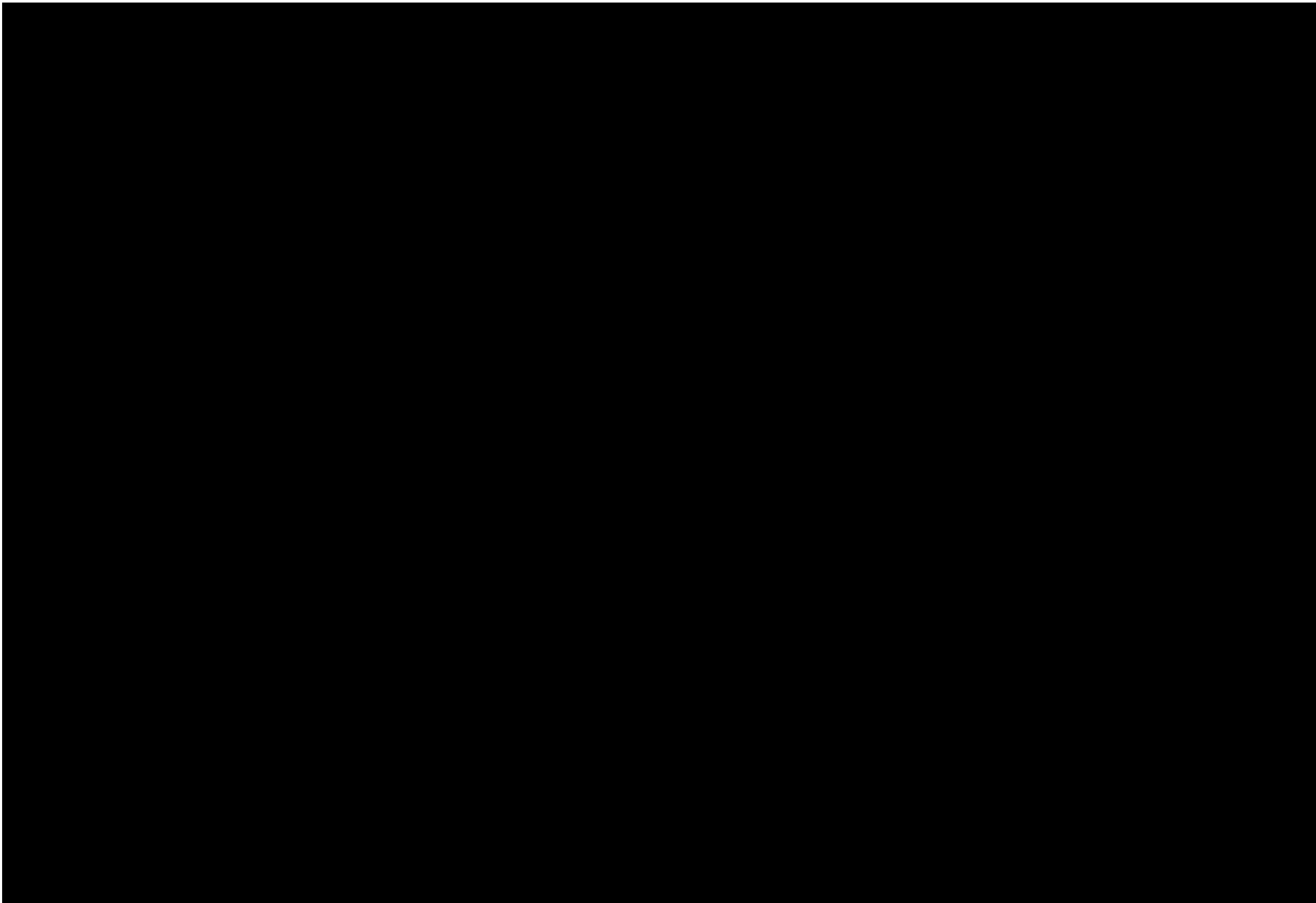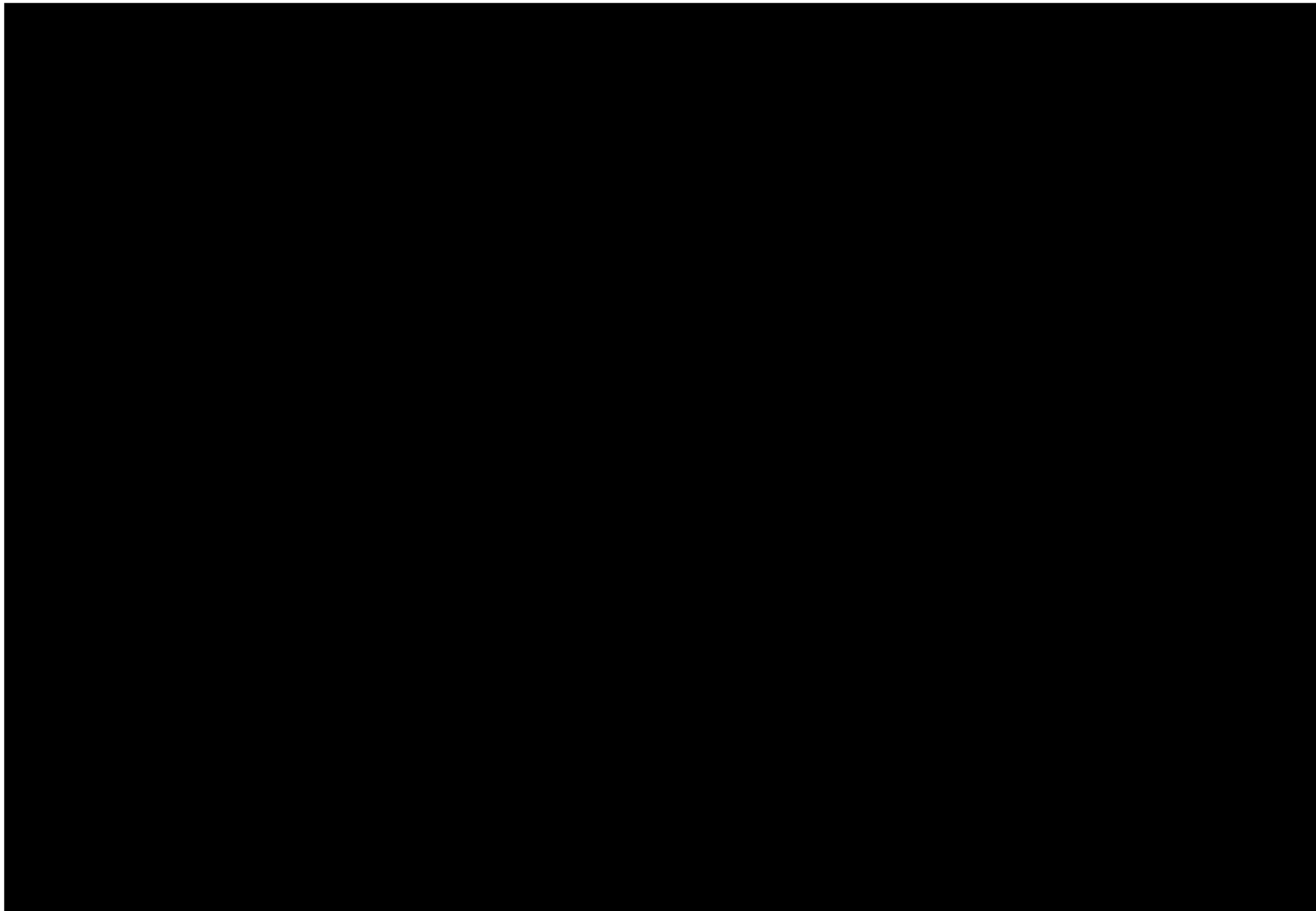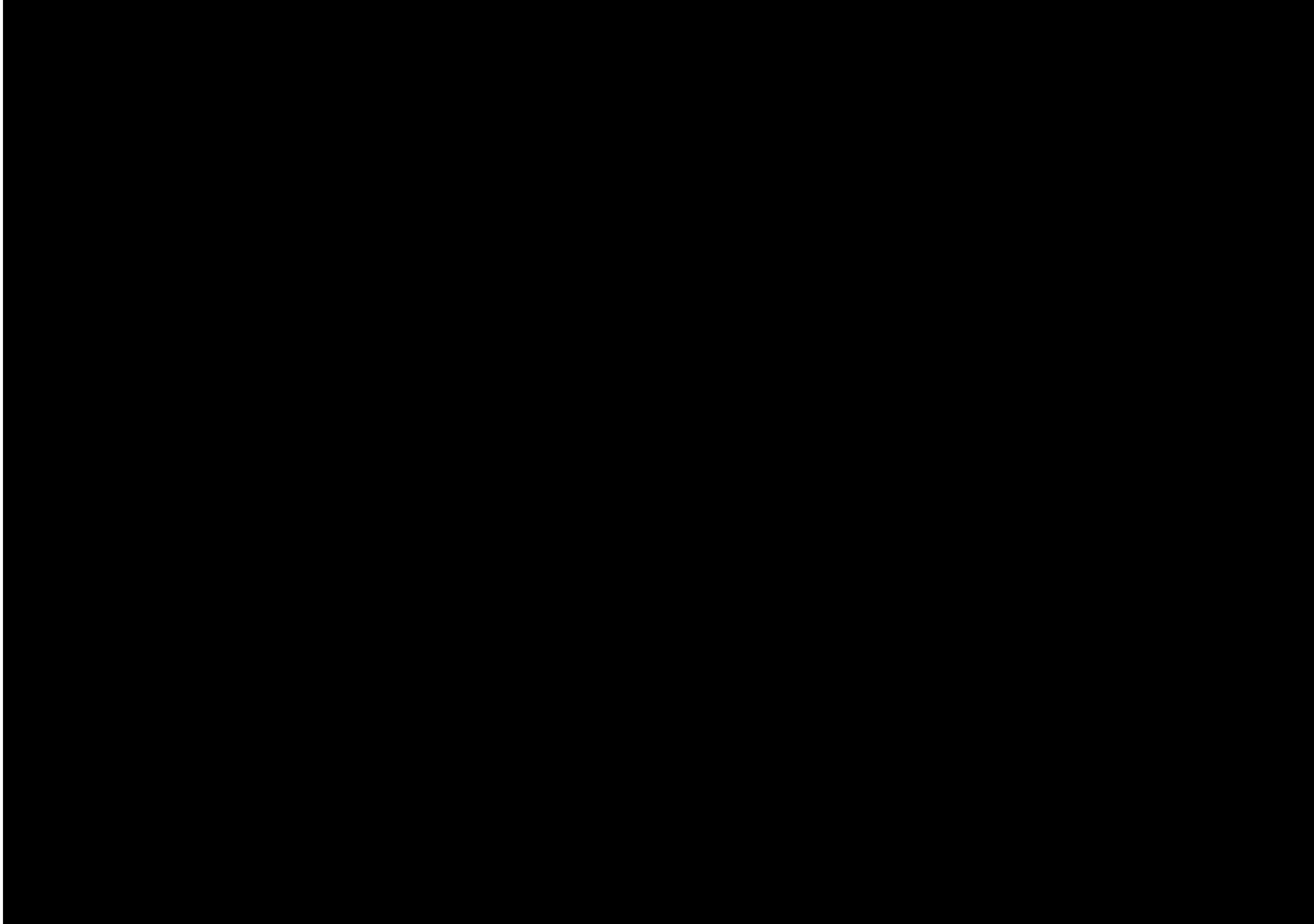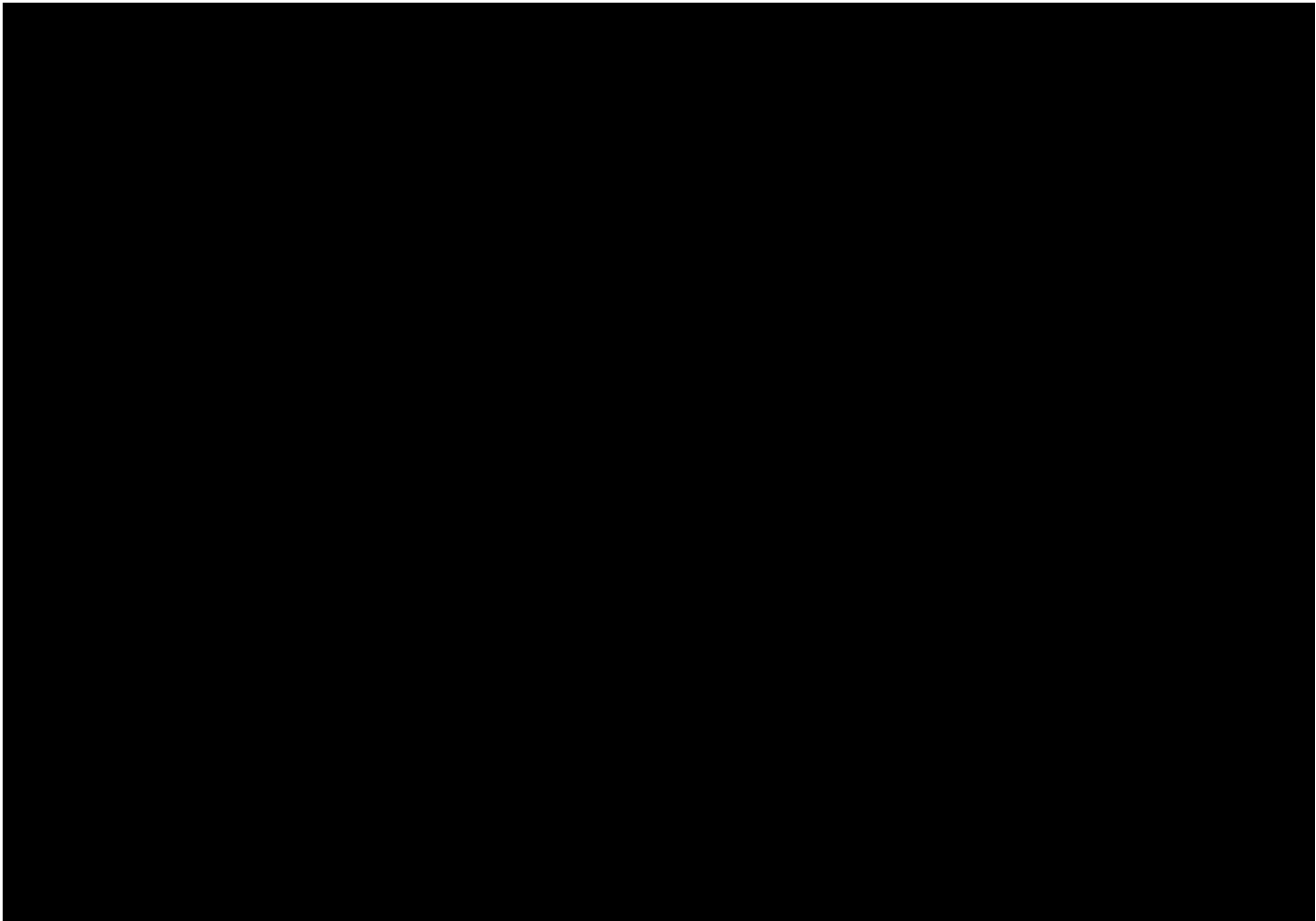
Annexure B – Service Delivery Phase Plans

Performance and Data Reporting Plan

1. Purpose

The purpose of the Performance and Data Reporting Plan is to set out the approach for collecting, storing and reporting Tenant, household, Dwelling, service and outcomes data for the Service Package delivered by Uniting under the Social and Affordable Housing Fund.

The Plan sets out:

- an overview of the information management system for collecting and reporting data;

- process for collecting, recording and maintaining all information required to comply with the Services Specification;

- process for transmitting the required data to FACS in accordance with the specified reporting requirements; and

- approach to meeting requirements under Privacy Legislation and Best Services Practices.

2. Overview of information management systems

In implementing a Performance and Data Reporting Plan, Uniting will utilise its Client Data Information systems (CDIS), which includes Carelink+ software and is compatible with existing data systems within FACS. The CDIS will be customised to meet SAHF data requirements. As we undertake the implementation of the Reporting Plan, all SAHF Performance and Data measures required of Uniting will be built into our data system and allocated to appropriate staff.

3. Process for collecting, recording and maintaining information

To support the timely and accurate collection, recording and maintenance of SAHF data (including records on the Dwellings, Tenants and Household Members, Tenancies, outcomes and the general provision of the Services) all staff employed in SAHF accommodation and 'back-of-house' support roles will be trained in the use of all CDIS. The individual reporting responsibilities attached to their role will be clearly defined; specified in Position Descriptions; and supervisors will monitor the timeliness of reports and integrity of data (quality, completeness and consistency).

The CDIS will allow staff to upload relevant records and documents including:

- performance incident notes (which will be assigned a unique incident number and a date as per the requirements of the Quarterly performance reports);

- external assessments - for example, reports provided when a request is made for a specialist health or mental health assessment. We note that these documents are part of quality internal case management and will not be shared with Government and other providers unless required to protect the safety of the Tenant or required by law;

- Tenant surveys;

- Tenant Needs assessment, re-assessment and support plan documents and related outcomes measures;

- Tenancy Agreements;

- maintenance requests and response times;

- Tenant turnaround times and other documents related to Dwellings.

4. Process for transmitting data to FACS

Uniting will submit data in electronic format(s) as specified by the FACS Representative.

CDIS software will enable quarterly and annual SAHF reports to be securely transmitted to FACS via a system to system interface, or uploading CSV or XML files.

5. Maintaining Tenants privacy and confidentiality

Uniting will address data security and confidentiality requirements under Privacy Legislation and be guided by best practice in the following ways. Uniting's Privacy Policy (2015) sets out how our organisation collects, handles and stores personal information in accordance with Australian Privacy Principles as set out in Schedule 1 of the *Privacy Act 1988* (Cth) and the NSW Information Protection Principles as set out in the *Privacy and Personal Information Protection Act 1998* (NSW), as well as the following additional legislation and standards:

- Australian Government Department of Social Services (Family Support Program)

- Administrative Approval Requirements

- ISO 15489:2016 Information and documentation - Records management

- ISO 16175:2011 Information and documentation -- Principles and functional

- requirements for records in electronic office environments

- *Community Welfare Act 1987* (NSW)

- *Disability Inclusion Act 2014* (NSW)

- *Family Law Act 1975* (Cth)

- *Health Records and Information Privacy Act 2002* (NSW)

All Uniting data is hosted on servers located in high security, professionally managed data centres. We use two data centres that are remote from each other so an incident affecting one will not affect the other. The Uniting Information Security Policy (2016) sets out the protections and protocols implemented to support the confidentiality, integrity, availability, compliant use and responsible use of information.

The privacy and confidentiality of SAHF Tenant data that would be collected in Uniting's CDIS is supported by strict security protocols and hierarchies. A considered, governed approach is taken to determining the appropriate access level for individuals with reference to their role. Our information

security management system provides full visibility and transparency with respect to who has access (full end user access management) and is auditable.

The Uniting Code of Conduct (2016) and Acceptable Use of IT (2016) policies set out detailed requirements applying to each Uniting employee, contractor, or other third-party who is given a unique user name and password authorising them to use Uniting IT resources. Strict disciplinary procedures apply where there is any breach of data confidentiality or security policies and accounts immediately suspended where there is a suspected breach.

Annexure B – Service Delivery Phase Plans

Tailored Support Coordination Engagement Plan

1. Purpose

The purpose of the Tailored Support Coordination Engagement Strategy is to set out the strategic approach for engaging our Tenants and Household Members who will be offered Tailored Support Coordination services under the Social and Affordable Housing Fund.

2. Tenant Engagement Practice and Protocols

Uniting's Tailored Support Coordination Engagement Strategy for SAHF Tenants and Household Members involves the following practice and protocols:

- Gaining an understanding of each person following a person first approach

- No one uniform way to engage with a Tenant or Household Member, each person requires an individual approach

- Work on different ways of working with each person

- Carry out holistic assessment of Tenant / Household Members health care needs, past history, interests and hobbies, past history of trauma, abuse issues

- Identify risk factors, barriers and continuing difficulties experienced by the Tenant and household and the requirement for support

- Focus on continuous engagement and developing trust

- Positive engagement with goals and outcomes identified by the Tenant and household

- Link with culturally appropriate networks and support groups

- Work closely with other agencies and support providers to encourage engagement

- Ensure a collaborative approach with support and referral agencies

- Depending on the issue(s) consider the need for Guardianship

3. Tenant Engagement Approach

Resident engagement and participation provides meaningful opportunities for residents to participate in village and community activities; engage with other residents; contribute to decisions that affect their housing and services and enable residents to provide feedback for continuous improvement of services.

Uniting aims to deliver services that are supportive and inclusive. Successful residency/tenancy involves mutual trust, good communication and partnership between residents and Uniting.

- We encourage residents to remain meaningfully involved with their community by identifying interests, social connections and aspirations. We provide support where necessary to enable residents to maintain and develop these connections.

- We provide communal facilities and organise activities that promote social integration, health and wellbeing.

- We provide information about, and facilitate access to external services and activities

- We provide information on where residents can find advice on their rights and responsibilities.

- We value and celebrate diversity, respect and value the uniqueness of each person ensuring equitable access to all services.

- We have a resident Ambassador Program giving residents an avenue to use their skills and knowledge to contribute to their village communities.

Strategies for participation and feedback

- We carry out regular Tenant satisfaction surveys to assess the level of satisfaction, gain feedback and suggestions for continuous improvement in services.

- We make results available to Tenants, involving residents in action plans for improvement and provide regular feedback on progress with action plans.

- We hold formal and informal meetings on issues relating to resident services.

- We hold focus groups of specific issues in order to seek feedback, input and views of residents to assist in improvement of services

- We provide regular newsletters to which residents are encouraged to publish and/or contribute content

- We carry out new resident surveys on staff helpfulness and information provided before and after moving in

- We collect feedback on our repairs and maintenance service

- We provide access to community rooms for meetings, events, functions and information forums

- We consult residents to comment on accessibility and general aesthetics improvements of the village

Privacy & Confidentiality

We are dedicated to protecting and upholding confidentiality and privacy for all residents and Household Members at all times, ensuring compliance with the *Privacy Act 1988* (Cth).

Uniting will use Housing Pathways consent to Exchange Information Between a Social Housing Provider and Support Workers (form DH0145) to document Tenant consent for Uniting to exchange

relevant information with local Support Services where this supports effective Tailored Support Coordination Services.

4. Protocols for engagement with Tenants reluctant to or refuse participation

In situations where refusal by a Tenant or Household Member to engage will have a significant impact on the undertaking of core activities, the Tailored Support Coordinator will ascertain if the person has the capacity to make decisions for themselves for their lifestyle and finances. Uniting is experienced in assessing whether an application should be made to the Guardianship Tribunal for Enduring or Financial Guardianship.

Activities to engage with Tenants and Household Members who are reluctant or refuse to participate:

- Provide a holistic assessment of Tenants and Household Members interests and hobbies;

- Linking the Tenant/Household Member with meaningful social activities they enjoy doing;

- Linking the Tenant/Household Member with meaningful productive activities such as having paid jobs or unpaid jobs such as gardening etc.);

- Linking the Tenant/Household Member with what they believe are meaningful activities, like volunteering in their communities etc.

- Assist to get them more involved in their local community. For example providing information and assistance to them to join a group interested in a hobby like knitting, hiking, painting, or wood carving, men's shed etc.

- Encourage them to learn something new, such as take up cooking class, art, or computer class;

- Work with them to form or join a book club;

- Work with them to link the Tenant/Household Member with local yoga, tai chi, or another new physical activity;

- If the Tenant/Household Member has an interest in music, then to work with them to learn (or relearn) how to play a musical instrument;

- Work with the Tenant, Household Member to become more active in their local community; engage them with activities such as help with gardening at a community garden or park; assist in serving meals or organize clothing donations at a place for homeless people; Volunteer at a school, library, or hospital; link with the local community choir, or play in a local band or orchestra;

- Assist to get a part-time job.

5. Responding to risk from refusal

Uniting acknowledges that there will be times when some Tenants and Household Members will not want to participate in Tailored Support Coordination services and that this may significantly impact on the undertaking of core activities of the Program.

In these situations, Uniting will implement a range of strategies to minimise the impact on the performance of the Program and timeliness of reporting to FACS. Strategies are as follows:

Strategies

- Ascertain reason(s) or any barriers for non-engagement that causes the Tenant/Household Member not to participate. Barriers could include things like:

    o socio-economic barriers – if the cost of the activity is the cause of not participating in the activities;

    o communication barriers – literacy, fear/lack of trust, lack of understanding, be aware of any hearing, vision impairment; cognitive impairment; mental health issues; link them with Translation and Interpreter services;

    o cultural barriers;

    o gender barriers – ensure the organisation provides an inclusive environment to people from LGBTI backgrounds;

    o organisational barriers – lack of resources; lack of financial resources to run activities

    o disability

- Contact support service to assist if in place.

- Develop relationship and work through issues/reason(s) for non-engagement.

- If contact with Tenant has been made but refuses to meet in their home suggest meeting at an alternative location to their Dwelling (could be an issue with a Household Member).

- Active listening skills by Tailored Support Coordinator

- Consider Guardianship if there are concerns / evidence relating to the Tenants cognitive ability

- If the Tenant refuses access to the Dwelling, advise that an application to NCAT for an access order will be made. If still no access, make application to NCAT for access order.

- Reports will be made to FACS in the manner required by the FACS Representative (quarterly), on what attempts have been made and what progress if any, there has been.

There is a need to respect a Tenant / household right not to engage in social activities as long as it does not impact their health and the safety of other Tenants/residents in the village.

Where non-participation in activities and/or Tailored Support Services does adversely impact on the person's health, safety or wellbeing, or on other Tenant / residents in the village, then appropriate services including FACS, a mental health team, or aged care assessment team, will be contacted for assistance.

When a tenancy is at risk of failure, the Tailored Support Coordinator will assist in creating links with other services that may be more appropriate, such as drug and alcohol management services, a mental health support team, or dementia behaviour management advisory services.

Interventions put in place are tailored according to each Tenant / household's individual needs. In the absence of agreed goals, the maintenance of the tenancy and quiet enjoyment for other residents would become the default goals. In all cases, reporting to FACS will identify reluctance or refusal to engage with Support Services or achieve goals.

Annexure B – Bid Services Deliverables

Initial Service Delivery Phase Plans

Annexure B - Service Delivery Phase Plans

Affordable Housing Allocation Plan

1. Purpose

The purpose of the Affordable Housing Allocation Plan is to set out the approach to allocating eligible households to Affordable Housing delivered by Uniting under the Social and Affordable Housing Fund.

Part of the Tailored Support Coordination Service will involve working with Social Housing Tenants to link them to employment services and/or services to develop their skills through a range of measures, such as training or voluntary work in order to increase their capacity to find and secure employment. If they have the economic capacity, we can then support a transition to Affordable Housing.

2. Operational context

Uniting manages Affordable Housing in accordance within the following policy frameworks and legislation:

- NSW Affordable Housing Guidelines

- *Residential Tenancy Act 2010*

- *Uniting Allocation Policy for Rental Housing for Seniors*

3. Approach to allocating Affordable Housing

As soon as a new Affordable Housing property is due for handover or vacancy arising, Uniting will:

1. Check Uniting's list of potential Social Housing Tenants.

2. Prioritise Uniting's Social Housing Tenants for Affordable Housing vacancies.

3. Contact Social Housing Tenants to discuss possibility of a move to Affordable Housing.

4. If there are no suitable Uniting Social Housing Tenants, contact other SAHF/ other Social Housing providers for a Social Housing referral interested in transferring to Affordable Housing with Uniting.

5. If there are no suitable Social Housing Tenants, identify suitable Applicants from the NSW Housing Register.

6. If there are no suitable Social Housing Tenants or Applicants on the NSW Housing Register, allocate from Uniting's waiting list for rental housing.

Where there are no Social Housing Tenants ready to transition to Uniting's Affordable Housing, Affordable Housing applicants will be drawn from our existing waiting list for rental accommodation covering metropolitan and regional NSW. If there are no rental housing applicants for the particular

area, contact will be made with local employers, and vacancies advertised in local papers and specific ethnic publications (to encourage people from CALD backgrounds to apply) and on Uniting's website.

3.1. Transitioning Social Housing Tenants

Uniting will maintain a list of Social Housing Tenants who have the potential to transition to Affordable Housing. These will be those Social Housing Tenants who are at the end of their fixed term lease (or are paying Market Rent) and have been assessed as 'transition ready' and are able to sustain an Affordable Housing tenancy.

In cases where an existing Social Housing Tenant and Household Member has the economic capacity to exit Social Housing, the Tailored Support Coordinator and tenancy manager will work with the Tenant / Household Member in identifying exit pathways to Affordable Housing within or outside of Uniting's Affordable Housing portfolio. Strategies for exits to be achieved in a planned and sustainable manner will be identified with the Tenant and Household Member.

3.2. Housing Pathways Applicants

Interested Applicants identified from the NSW Housing Register who are able to afford a discount to Market Rent will be considered for Affordable Housing.

Using the NSW Housing Register, we will identify Applicants with the capacity to sustain an Affordable Housing tenancy by:

1. Identifying and matching applicant needs to Dwelling attributes,

2. Using relevant filters within the Housing Pathways database to locate Applicants with the means to afford and sustain an Affordable Housing rent,

3. Making contact with all suitable Applicants in line with relevant FACS policies and processes for identifying and contacting potential Affordable Housing applicants.

4. Prioritisation of Affordable Housing Applicants

Uniting's 90 Affordable Housing Dwellings are designated for the Seniors Cohort and will be allocated accordingly. Uniting will give preference to households in the Seniors Cohort in accordance with the NSW Affordable Housing Guidelines who are:

- living in Social Housing, including those exiting Social Housing

- spending more than 30% of the gross household income towards rent and whose housing need cannot be met in the short to medium term

- have the potential to transition into home ownership in the medium term

- are on the Housing Pathways register seeking another choice of housing which may be more suited to their needs

5. Allocation of Affordable Housing Applicants

When enquiries are received the eligibility criteria are explained and information about their current housing and housing requirements requested. Potential eligible applicant(s) are asked to complete Uniting's application for rental accommodation form, a medical report, ID, gross income details for the last 12 months plus other relevant supporting documents.

Applications are assessed against the Affordable Housing eligibility criteria. Applications are ranked and prioritised in line with Uniting's 'applicant housing needs assessment'. An affordability check is

also carried out to ensure rental affordability. Affordable Housing applicants are advised of the outcome of their application, whether eligible or not; and if 'not' the reason why. If there are no vacancies Affordable Housing applicants will be listed on Uniting's waiting list.

When a vacancy arises, up to three eligible Affordable Housing applicants are invited individually to meet with the Village Manager to discuss their housing requirements, any support needs, discuss retirement village living, rent levels and on-going eligibility. Affordable Housing applicants' will be reassessed and prioritised by greatest need. When the accommodation is available an appointment to view will be made for suitable Affordable Housing applicants interested in being made an offer.

Applications for Affordable Housing are income and needs assessed then signed off as eligible for an offer by a delegated senior manager.

Affordable Housing applicants being made an offer are sent an offer letter setting out the terms of the offer. This includes the requirement to continue to meet the income eligibility criteria, sign up timeframe, details of the rent, bond and location of the property. They are also provided with an example of the Residential Tenancy Agreement they will be asked to sign and a copy of the NSW Fair Trading new tenant checklist.

Annexure B – Service Delivery Phase Plans
Site and Community Integration Management Plan

1. Purpose

The purpose of the Site and Community Integration Management Plan is to set out the approach to delivering and managing Social and Affordable Housing provided by Uniting under Phase 1 of the Social and Affordable Housing Fund (SAHF) Program to support the creation of integrated communities.

Uniting, as the Service Provider, will deliver the Service Package in accordance with this Plan.

The Plan sets out:

- the design/location features that will support the integration of Social and Affordable Housing on each SAHF site ('Villages' or 'Retirement Villages') and within the surrounding neighbourhood;

- the approach to managing shared access to common areas;

- the operational approach to managing Social and Affordable Housing tenancies to build diverse, mixed communities;

- risks associated with such developments;

- service delivery initiatives to promote community integration and prevent the exacerbation of social disadvantage; and

- the operational approach to best facilitate achievement of Target Outcomes for Uniting's Tenants and Household Members.

Uniting housing management services encompass a complete range of services for all Tenants and Household Members without discrimination to assist them with their specific needs and enable them to manage their Dwellings successfully. Our aim is to achieve stability, positive outcomes in their lives and social integration. These services include Tenancy Management, property management, specialist referral services to meet additional Tenant and Household Member needs through our Health and Wellbeing Team, arrears and dispute resolution. All services are administered in adherence to Uniting's Code of Conduct and policies to ensure safe, equitable and enjoyable Dwellings for life for all Tenants and Household Members. Services are available for all whether they are Social Housing or Affordable Housing Tenants or have paid an ingoing contribution.

2. Approach to managing shared access to common areas

Uniting Retirement Villages all have common areas, most are indoor and include a community room for all to use, a few are outdoor, with gardens and BBQ areas only. All Tenants and Household Members will have equal access to the common areas and community facilities. They will be encouraged to use the community rooms for social events, healthy living activities, meetings and educational events. Staff will organise presentations from allied health and aged care experts and other topics of interest. The activities specialist in the Health and Wellbeing Team will be dedicated to organising activities and empowering Tenants and Household Members to manage and sustain these activities on an ongoing basis.

The Uniting approach in all Villages will be the same with the Village Manager taking a pro-active role to support the residents, Tenants and Household Members to organise activities and encourage participation, and the support coordinators ensuring that all Tenants and Household Members have the support they need in terms of transport, language support and/or accompaniment in order to be able to participate in Village or wider community activities.

3. Approach to managing tenancies in manner that promotes community integration

The Tenancy Management Service provides on-site Village Managers or, in smaller Villages, weekly on-site visits at set times. Village Managers will take proactive steps to ensure no Tenant and/or Household Member is socially excluded. Village Manager orientation includes social inclusion training through Uniting's learning campus.

SAHF Tenants will be asked to complete a social survey when they move in. This allows the Village Manager to get a picture of existing support groups, interests and relationships. Village Managers are actively available in all Villages and will constantly try to develop relationships and encourage and advertise upcoming activities and existing groups and committees that may be of interest or benefit to the new Tenant and/or Household Member(s). Village Managers also have the support of, and ability to make referrals to, the Health and Wellbeing team who will be responsible for the Tailored Support Coordination, and development and monitoring of Tenant Support Services Plans linking Tenants and Household Members to the appropriate supports for social inclusion. Where possible, Tenants and Household Members will be provided with information and application forms for local groups and clubs on entry into a Village, these can be RSLs, Bowling Clubs, walking groups and Lions Clubs. Co-located sites (Villages linked to Residential Aged Care services) can utilise activities and events at the Residential Aged Care facilities.

The Village Managers are responsible for:

- creating a welcoming environment;

- developing and maintaining strong relationships with Tenants and Household Members;

- organising Village activities including social and healthy living activities.

- organising and attending regular resident meetings.

- ensuring activities are open to all living in the Village.

- producing a regular Village newsletter for all residents to let them know of upcoming social events, presentations from external speakers, exercise classes, information on Village activities, local services.

Uniting's dedicated team of Pastoral care workers will provide emotional support to Tenants and Household Members as and when needed. Pastoral care workers work on a 'one on one' basis with Tenants and Household Members and provide a safe place for a person to talk about their emotions, life experiences, grief, unresolved issues from the past or just a sense of being overwhelmed. Other faiths are respected and people who profess no faith are just as welcome to meet with the Pastoral Care worker. It is recognised that spirituality can mean many different things to different people. Each person's sense of belief and faith is taken into account. All staff of Uniting are bound by Uniting's Confidentiality and Privacy policies. The role of the Pastoral care worker is to also to work closely with other staff of Uniting to ensure that the person is receiving the Support Services to enhance their independence and quality of life without breaching any confidentiality.

The 24/7 free call for maintenance and repairs service is provided for all Tenants and Household Members. Tenants and Household Members from a Culturally and Linguistically Diverse background have access to a free call to the Translating and Interpreting Service.

4. Key risks associated with such developments

Uniting mixed tenure Retirement Villages can include a mix of home 'owners', low income renters and affordable housing renters. When selling properties in a new development, people looking to purchase are made aware that there will be a component of renters within the Village. Rental Dwellings are not identified or appear any different to the Dwellings sold. Purchasers come in from the start understanding some Dwellings in the Village will be rentals, including Social and Affordable Housing.

In the event of a dispute, anti-social or inappropriate behaviour by a Tenant, Household Member or their visitors when using the common areas or community room or issues such as hoarding spilling into the common areas, the Village Manager will work with the Tenant and/or Household Member and the relevant worker, (either Tailored Support Coordinator/Health and Wellbeing team and/or support worker) to address any issues. In situations where disputes arise between residents or Tenants, the Uniting strategy is to work with the Tenant and the other B/residents to address the issue and use the mediation services of the Community Justice Centres. We would also look at linking Tenants and Household Members to socially and culturally appropriate groups; finding out in initial Tenant Needs Assessments about Tenants' and Household Members' cultural group, interests and hobbies - if any - and then linking them accordingly. Where a Tenant and/or Household Member does not have the social skills to participate in social or community activities or for people who do not like group activities, they could be linked either with volunteers who come and visit them; or through a volunteer telephone support program (for people who do not like face to face contact).

In addition to Pastoral Care referred to above, if Tenants and Household Members are feeling depressed, sad or lonely we would seek consent to speak to their GP. This can lead to a mental health program linked with a GP referral that gives them access to seeing psychologists at a reasonable rate or at no cost for a certain time.

5. Approach to not exacerbating the existing level of social disadvantage

In any proposed locations where there is an existing level of social disadvantage and/or Social Housing concentration, either at a site level or at a precinct or suburb level, the approach to managing Social Housing tenancies so as to not exacerbate existing disadvantage would be as follows:

Most of Uniting's existing retirement Villages and all new developments for SAHF will be mixed tenure; the majority of occupants being 'home owners' with a small proportion of Social Housing and/or Affordable Housing tenancies. The mixed tenure arrangement provides an environment where there is no concentration of Social Housing or disadvantage within our Villages. We aim to develop well-balanced, socially integrated and diverse communities.

There will be no difference in the standards or the appearance between the owned Dwellings and Social and Affordable Dwellings. The external communal areas will be landscaped and well maintained to ensure the Village maintains a high standard of appearance that will add value to the community.

The majority of existing Villages have a community room. All of our new developments will have a community room available for all Tenants and Household Members for activities that promote social integration and health and wellbeing such as, healthy living activities, social activities, information sessions on a range of educational topics presented by both internal services and local external agencies, resident meetings. Many Villages provide a community bus service for shopping trips. There is access to a computer in most community rooms.

Many Villages have regular outings and/or shopping trips provided as part of the regular service of the Village for example at Old Toongabbie and Forestville. In locations where public transport is less readily available for example Kenthurst where the shops are 2 km away, community transport or Village specific shopping trips can be arranged.

In new developments located within communities that have a high percentage of people from culturally and linguistically diverse backgrounds (CALD) such as Liverpool and Granville, Uniting will

ensure that translation services are used where necessary. Uniting will build relationships and work in partnership with local multicultural community organisations to assist with advocacy, education and services to assist with the immediate and long term positive outcomes to residents and community. Uniting currently works closely with and will continue to work with The Aged Care Rights Service (TARS), Multicultural NSW and Community Migrant Resource Centre. Our Health & Wellbeing team leader is a member of and works closely with Ethnic Communities Council NSW, which runs a Good Neighbour Project, aimed at harnessing older communities to support the settlement of refugees and migrants settling into Australian community life.

Jaanamili is Uniting's Aboriginal Services and Development unit leading the Uniting communities' Aboriginal service delivery. Where we have Aboriginal Tenants and/or Household Members and communities Jannamili can offer a range of services to support Aboriginal Tenants and/or Household Members with the aim of improving the outcomes and opportunities for Aboriginal people and communities by delivering quality Aboriginal-specific and inclusive services that make a difference.

The existing SAHF identified Dwellings and new developments that include SAHF Dwellings are all in close proximity to public transport, shops, community centres, TAFE and medical services. Site Location Plans show the distance of services from the Villages.

Uniting recognises that Tenants and Household Members benefit greatly if they are integrated with and participate in community life. Our aim is to encourage and enable social integration and build stronger communities where people have the opportunity to engage in actions and activities that have value and meaning to them. Research shows social inclusion and stronger communities are critical factors in addressing social disadvantage.

Support will be offered equitably to all residents whether they are home owners or Social or Affordable Housing Tenants and Household Members. Our approach towards reducing disadvantage and ensuring the long-term likelihood of sustainable outcomes for our residents and the community in which they live will involve:

- Providing high standard of affordable and stable housing

- Identifying the interests, social connections and aspirations of incoming Tenants and Household Members, so that they can be supported to maintain and develop them

- Ensuring that if social support is required to accompany disadvantaged Tenants and Household Members to events and activities, this is built into their support plans and achieved through such means as Community aged-care packages.

- Linking Tenants and Household Members to appropriate services to support their health needs

- Providing information about, and facilitating access to, external services and activities that promote wellbeing and social integration

- Identifying opportunities in areas such as education, training/re-training, employment and supporting Tenants and Household Members in progressing with goals in these areas

- Linking Tenants and Household Members with culturally appropriate networks and support groups

- Building and strengthening relationships with local community organisations for the benefit of residents and building community relationships

- Accessing Uniting's existing services that are committed to improving the lives and opportunities of a wide range of disadvantaged people

6. Approach to best facilitate achievement of Target Outcomes

In any proposed locations where there is an existing level of social disadvantage and/or Social Housing concentration, either at a site level or at a precinct or suburb level, the approach to managing Social Housing tenancies so as to best facilitate achievement of the Target Outcomes would be as follows for the Seniors Cohort:

The focus will be on stability outcomes. Our aim is to achieve independence, stability and social inclusion for Tenants and Household Members.

The Tailored Support Coordination Service will work closely with each Tenant and Household Member in achieving the Target Outcomes. They will take a holistic approach working closely with individuals to identify their health and support needs, interests, goals, capacity to undertake education, training, employment and/or opportunity to be involved in voluntary work. The outcome objectives including a stable, sustained tenancy and way forward in achieving their Target Outcomes will be agreed with the individual.

As part of conducting a holistic assessment of needs, staff will build a good understanding of an individual's cultural needs. Where necessary, they will link them to appropriate cultural specific support services to facilitate engagement in achieving their outcome objectives and reduce feelings of social isolation.

The existing units and new developments that include SAHF Dwellings are all in close proximity to public transport, shops, community centres, TAFE and medical services. Prior to completion of the new developments we will identify and establish links with local support, community services and other relevant services in close proximity to the new developments.

To enable Tenants and Household Members who have the capacity to participate in community activities and engage in employment Uniting will assist and support in linking them to training, further education and or employment. Uniting will assist with linking Tenants and Household Members to local TAFE, employment agencies and voluntary services. Uniting runs a volunteer service for people interested in sharing skills and giving back to the community. The volunteer service has many volunteering opportunities across NSW.

We will work closely with Tenants and Household Members in ensuring they maintain their obligations under their Residential Tenancy Agreement for example, monitor rent accounts closely and assist with debt counselling in cases where Tenants have difficulty managing their finances. We have links to agencies such Salvation Army Money Care and Financial Rights Legal Centre who provide free financial counselling and help with managing finances and debt.

The Tailored Support Coordination Service will link Tenants and Household Members to appropriate Support Services to enable Tenants and Household Members to sustain their tenancy and have a better quality of live using the following approach:

- Gaining an understanding of each person following a person first approach

- No one uniform way to engage with a Tenant or Household Member, each person requires an individual approach

- Work on different ways of working with each person

- Carry out a holistic assessment of Tenants' and Household Members' health care needs, past history, interests and hobbies, past history of trauma, abuse issues

- Identify risk factors, barriers and continuing difficulties experienced by the Tenants and Household Members and requirement for support

- Focus on continuous engagement and developing trust

- Positive engagement with goals and outcomes identified by the Tenants and Household Members

- Link with culturally appropriate networks and support groups

- Work closely with other agencies and support providers to encourage engagement

- Ensure collaborative approach to support and referral agencies

- Assist and support Tenants and Household Members when able to transition to and sustain an Affordable Housing/private rental property

The following table sets out support networks to assist individuals in achieving the Target Outcomes. The Support Service(s) an individual will be connected to will be identified through the needs assessment which will also identify the outcomes each individual is aiming to achieve.

Support network	Target Outcomes
Education and training voluntary work	Employment opportunities
	Increased income
	Independence
	Confident and improved self esteem
	Positive outlook
	Participating in community activities
	Role model for others
	Capacity to transition from Social Housing
Health	Improved health and wellbeing
GPs	Emotional stability
Hospitals	Ability to sustain a tenancy
Mental health services	Improved physical and mental health
Drug and alcohol services	Progress towards a positive outlook on life
Counsellors	Less reliance on Support Services
Financial management	Ability to sustain a tenancy
Debt and financial counselling	Economic independence including control and management of finances
	Budgeting skills
	Relief from debt
	Improved mental wellbeing
Civil society	Social integration
Neighbours	Reduce social isolation
Connections to family & friends	Community participation
Engagement in social and cultural activities	Improved wellbeing
	Improved mental health and positive outlook
Clubs, health, fitness and leisure	

| activities | Improved physical and emotional wellbeing |
| Voluntary activities | Life satisfaction |

Annexure C – Base Case Financial Model

Annexure D – Commercial Close Adjustment Protocol

Confidential

Annexure D - Commercial Close Adjustment Protocol

This document sets out the process agreed by the parties for the determination of the swap rate for the Notional Debt Facility at Commercial Close. It also sets out the process agreed by the parties for amending the Commercial Close Financial Model.

The swap rate will only be determined in accordance with this document contemporaneously or immediately following the satisfaction (or waiver) of the conditions precedent set out in Schedule 2 (*Conditions Precedent Schedule*) of the Services Agreement in accordance with that agreement, except the condition precedent in paragraph 10 (*Commercial Close Financial Model and Model Output Schedule*) of that schedule.

Subject to the above, Commercial Close will occur on the day on which the condition precedent in paragraph 10 (*Commercial Close Financial Model and Model Output Schedule*) of Schedule 2 (*Conditions Precedent Schedule*) of the Services Agreement is satisfied or waived in accordance with that agreement.

Authorised Representatives

Each Party confirms, in respect of itself, that the following persons are duly authorised to act on their behalf for the purposes of this document:

FACS: Richard Mills (FACS), Marcus Devenish (FACS), Michael Reddick (TCorp), Arthur Chapman (FACS), Noel Arulanantham (EY), Marcus Maione (EY).

Step	Activity	Parties Responsible
1	Prior to the day of Commercial Close, the relevant parties will undertake a number of 'dry runs' of this Commercial Close Adjustment Protocol so that each party will be familiar with the process and to ensure the adequacy of the Commercial Close Adjustment Protocol.	Uniting, FACS and TCorp
2	On the day of Commercial Close at around 10.15am, Uniting and FACS will agree on the final model used as part of the final rate set dry run.	FACS and Uniting.
3	FACS will release the notional debt profiles to TCorp based on the agreed model	FACS
4	TCorp will provide an indicative swap rate for insertion in the financial model	TCorp
5	Uniting will input the indicative swap rate in cell E18 on the General Assumptions tab and refresh the financial model. Once refreshed Uniting will confirm that FACS is agreeable to the result.	Uniting

Step	Activity	Parties Responsible
6	The model is then sent to the Model Auditor. Model Auditor to confirm no other changes were made and issue final model audit report and letter.	Model Auditor
7	Uniting will upload the audited model to the dataroom. At this point the financial model becomes Commercial Close Financial Model.	Uniting
8	Parties to populate Services Agreement, Schedule 3 – Payment Schedule Annexure 3 with relevant data from the Commercial Close Financial Model thereafter.	Uniting and FACS
9	Parties to initial Services Agreement schedules populated with the results of the Commercial Close Financial Model.	Uniting and FACS

Executed as a deed

ServiceCo

The common seal of
Uniting Church in Australia Property Trust (NSW) (ARBN 134 487 095) as
~~trustee for Uniting (NSW ACT) (ARBN 78 722 539 923)~~
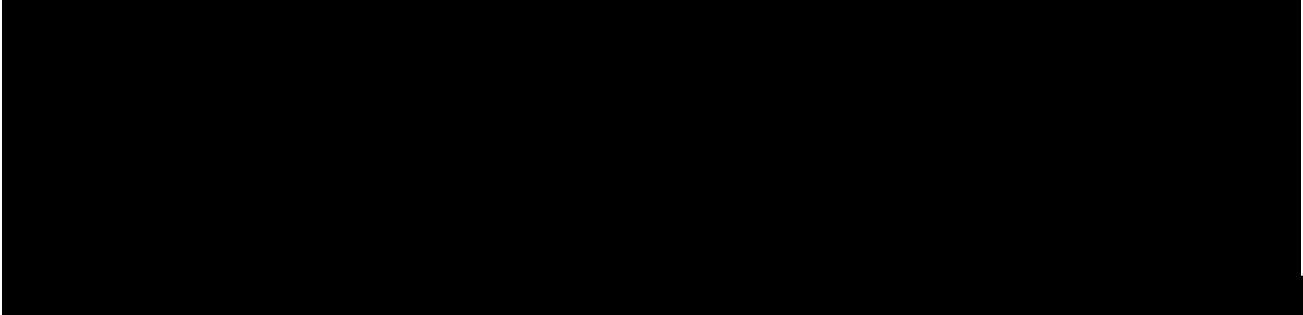
FACS

Signed sealed and delivered by
the Secretary of the Department of Family a

print name   MICHAEL COUTTS TROTTER   *sign here*
                Delegate

print title   SECRETARY
                Title

In the presence of:

print name   NICHOLAS CARNEY   *sign here*
                Witness

Social and Affordable Housing Fund - Dispute Avoidance Board Agreement

Department of Family and Community Services (FACS)

and

The Uniting Church in Australia Property Trust (NSW) as trustee for Uniting (NSW.ACT) (ServiceCo)

Members of the Dispute Avoidance Board

Dispute Avoidance Board Agreement made on [insert] 22 February 2017

Parties The Secretary of the Department of Family and Community Services as Housing Agency under section 16 of the *Community Housing Providers (Adoption of National Law) Act 2012* (NSW) (**FACS**)

The Uniting Church in Australia Property Trust (NSW) (ARBN 134 487 095) as trustee for Uniting (NSW.ACT) (ABN 78 722 539 923) of Level 4, 222 Pitt Street Sydney, NSW, 2000 (**ServiceCo**)

Members of the Dispute Avoidance Board, namely:

███████████████████████████████████
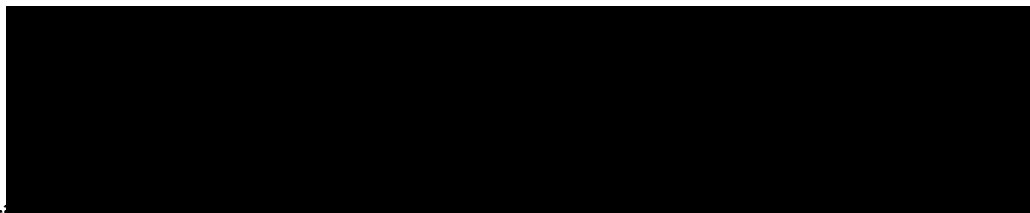
(collectively, **Members**)

Recitals

A.   The background to the Service Package is set out in the Services Agreement.

B.   Clause 36 (*Dispute Avoidance Board*) of the Services Agreement provides for the operation of a Dispute Avoidance Board to assist in resolving Disputes under the Services Agreement.

C.   This Agreement sets out the rights, obligations and duties of the Members, FACS and ServiceCo in relation to the Dispute Avoidance Board and any Disputes.

Operative provisions

1.   Definitions

1.1   Services Agreement definitions

Unless otherwise expressly defined, expressions used in this Agreement have the meanings given to them in the Services Agreement.

1.2   Definitions

Agreement means this agreement and includes all schedules, exhibits, attachments and annexures to it.

Members means the 3 individuals appointed to the Dispute Avoidance Board in accordance with this Agreement.

Services Agreement means the document entitled "Social and Affordable Housing Fund – Services Agreement" between FACS and ServiceCo dated on or around the date of this Agreement.

Schedule of Fees and Disbursements the fees and disbursements of each Member as set out in Schedule 3.

1.3 Interpretation

In this Agreement:

(a) **(headings)**: headings (including any heading at the beginning of any subclause) are for convenience only and do not affect interpretation;

and unless the context otherwise requires:

(b) **(count and gender)**: a word importing the singular includes the plural and vice versa, and a word indicating a gender includes every other gender;

(c) **(Agreement and Schedule references)**: a reference to:

(i) a party, clause, Schedule, Exhibit, or Annexure is a reference to a party, clause, Schedule, Exhibit or Annexure of or to this Agreement; and

(ii) a section is a reference to a section of a Schedule;

(d) **(document as amended)**: a reference to a document, deed, agreement or instrument, or a provision of any such document, deed, agreement or instrument, includes a reference to that document, deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;

(e) **(party)**: a reference to a party includes that party's legal representatives, trustees, executors, administrators, successors and permitted substitutes and assigns, including any persons taking part by way of novation;

(f) **(person)**: a reference to a person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(g) **(legislation)**: a reference to legislation includes its delegated legislation and a reference to such legislation or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements, and all ordinances, by-laws, regulations and other statutory instruments (however described) issued under it;

(h) **(Standards)**: a reference to a Standard includes that Standard as amended or updated from time to time;

(i) **(definitions)**: if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) **("includes")**: "includes" and "including" will be read as if followed by the phrase "(without limitation)";

(k) **("or")**: the meaning of "or" will be that of the inclusive, being one, some or all of a number of possibilities;

(l) **(information)**: a reference to information includes information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design specifications, models, plans and other documents in all forms including the electronic form in which it was generated;

(m) **("$")**: a reference to "$", AUD or dollar is to Australian currency;

(n)   **(Business Day)**: if the day on or by which anything is to be done under this Agreement is not a Business Day, that thing must be done no later than the next Business Day;

(o)   **(day)**: except as otherwise provided in this Agreement or where a reference is made to 'Business Days', day means a calendar day;

(p)   **(time)**: a reference to time is a reference to time in Sydney, Australia;

(q)   **(rights)**: a reference to a right includes any benefit, remedy, function, discretion, authority or power;

(r)   **(obligations and Liabilities)**: a reference to an obligation or a Liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;

(s)   **('may')**: except to the extent that FACS is expressly required to act reasonably in exercising a power, right or remedy, the term "may", when used in the context of a power, right or remedy exercisable by FACS, means that FACS can exercise that power, right or remedy in its absolute and unfettered discretion and FACS has no obligation to do so;

(t)   **(construction)**: where there is a reference to an Authority, institute or association or other body referred to in this Agreement which:

         (i)   is reconstituted, renamed or replaced, or if its powers or functions are transferred to, or assumed by, another Entity, this Agreement is deemed to refer to that other Entity; or

         (ii)   ceases to exist, this Agreement is deemed to refer to that new Entity which serves substantially the same purpose or object as the former Entity;

(u)   **(asset)**: references to an asset include any real or personal, present or future, tangible or intangible, property or asset (including Intellectual Property Rights) and any right, interest, revenue or benefit in, under or derived, from the property or asset; and

(v)   **(contra proferentem rule not to apply)**: each provision will be interpreted without disadvantage to the party who (or whose representative) drafted or proffered that provision.

2.   Agreement to prevail

(a)   The parties agree that if there is any inconsistency between the terms of this Agreement and the Services Agreement the terms of this Agreement will prevail to the extent of the inconsistency.

(b)   This Agreement is effective as of the date all parties sign this document and will continue, unless terminated earlier, until it terminates in accordance with clause 36.4 (*Termination of Dispute Avoidance Board*) of the Services Agreement.

3.   Formation of the Dispute Avoidance Board

The parties acknowledge that the Dispute Avoidance Board:

(a)   has been formed;

(b)   is constituted by the Members; and

(c)   must perform its obligations and functions under the Services Agreement and this Agreement.

4. Establishment of procedures

(a)   During the first meeting, the Dispute Avoidance Board will establish procedures for the conduct of any site visits and other matters (excluding the rules governing the Dispute Avoidance Board giving its opinion on a Dispute referred to it pursuant to clause 35(d)(iii) (*Involve Dispute Avoidance Board*) of the Services Agreement) in accordance with the procedures included in Schedule 1 (unless otherwise agreed by the parties).

(b)   The parties agree to comply with the rules for the Dispute Avoidance Board process set out in Schedule 2 in respect of any Dispute referred to the Dispute Avoidance Board pursuant to clause 35(d)(iii) (*Involve Dispute Avoidance Board*) of the Services Agreement.

5. Members' obligations

(a)   (**Impartiality**): Each Member agrees to consider fairly and impartially the Disputes and other matters referred to the Dispute Avoidance Board.

(b)   (**Independence**): Each Member agrees to act honestly and independently in the performance of its obligations under this Agreement (including the consideration of facts and conditions relating to a Dispute) and in accordance with clause 4(b).

(c)   (**Keep informed**): For the purposes of enabling it to fulfil its functions, each Member will keep itself informed as to the performance of the Services and any issues affecting the Service Package Activities.

(d)   (**General duties**): Each Member agrees to carry out his or her obligations as a Member:

    (i)   with due care and diligence;

    (ii)   in compliance with the Services Agreement and this Agreement; and

    (iii) in compliance with all applicable Laws.

6. Costs and fees

(a)   FACS and ServiceCo are jointly and severally liable for the payment of the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3.

(b)   FACS and ServiceCo agree as between themselves that:

    (i)   they will each pay one half of:

        A.   the Members' fees and disbursements, calculated in accordance with the Schedule of Fees and Disbursements set out in Schedule 3; and

        B.   any third party costs incurred in holding the conference referred to in section 2 of Schedule 2, including any booking fee, room hire and transcript costs; and

(ii)	they will each bear their own costs of, and incidental to, the preparation of this Agreement and their participation in any advisory process of the Dispute Avoidance Board.

7. FACS' commitment and responsibilities

FACS acknowledges and agrees that it must:

(a) act in good faith towards each Member and the Dispute Avoidance Board;

(b) comply with the reasonable requests and directions of the Dispute Avoidance Board; and

(c) except for its participation in the Dispute Avoidance Board's activities as provided in the Services Agreement and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters dealing with the resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with the Services Agreement or this Agreement.

8. ServiceCo's commitment and responsibilities

ServiceCo acknowledges and agrees that it must:

(a) act in good faith towards each Member and the Dispute Avoidance Board;

(b) comply with the reasonable requests and directions of the Dispute Avoidance Board;

(c) at FACS' request, procure the attendance of representatives of any Key Subcontractor or the Financiers at meetings with the Dispute Avoidance Board as observers;

(d) obtain FACS' prior consent if it wishes to have a representative of any Key Subcontractor or the Financiers at meetings with the Dispute Avoidance Board as an observer; and

(e) except for its participation in the Dispute Avoidance Board's activities as provided in the Services Agreement and this Agreement, not solicit advice or consultation from the Dispute Avoidance Board or the Members on matters dealing with the resolution of Disputes which may compromise the Dispute Avoidance Board's integrity or compliance with the Services Agreement or this Agreement.

9. Confidentiality

In relation to all confidential information disclosed to the Dispute Avoidance Board at any time, each Member agrees:

(a) to keep that information confidential;

(b) not to disclose that information except if compelled by law to do so;

(c) not to use that information for a purpose other than the resolution of the Dispute; and

(d) to be bound by this obligation of confidentiality whether or not such confidential information is or later becomes in the public domain.

10.   Conflict of interest

(a)   If a Member, during the term of appointment as a Member, becomes aware of any circumstance that might reasonably be considered to affect the Member's capacity to act independently, impartially and without bias, the Member must inform FACS, ServiceCo and the other Members.

(b)   The other Members will within 5 Business Days of notification under clause 10(a) confer and inform the parties and the Member, whether they believe the circumstances notified are such that the Member should be replaced. In the event that one or both of the other Members believe that the Member should be replaced, the Member will immediately resign from the Dispute Avoidance Board and a reappointment will occur pursuant to clause 14.3.

11.   Liability

11.1   Liability

Each Member is not liable to either FACS or ServiceCo for any act or omission done in good faith and with due care and diligence.

11.2   Due care and diligence

For the purpose of clause 11.1, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

12.   Indemnity

12.1   Indemnity

FACS and ServiceCo each indemnify each Member against all claims from a person not a party to this Agreement for any act or omission done in good faith and with due care and diligence.

12.2   Due care and diligence

For the purpose of clause 12.1, the parties agree that the Member's act will have been done in good faith and with due care and diligence unless no reasonable person in the position of the Member would have so acted or made such an omission.

13.   Termination of Agreement

(a)   This Agreement will terminate in accordance with clause 36.4 (*Termination of Dispute Avoidance Board*) of the Services Agreement.

(b)   If clause 14.3 applies, this Agreement will remain in force until a replacement to this Agreement has been fully executed.

14.   Members' termination

14.1   Resignation

A Member may resign from the Dispute Avoidance Board by providing 30 Business Days' written notice to the other Members, FACS and ServiceCo.

14.2 Termination

A Member's appointment may be terminated at any time if FACS and ServiceCo agree to do so.

14.3 Re-appointment

The parties acknowledge and agree that if:

(a) a Member resigns under clauses 10(b) or 14.1; or

(b) the appointment of a Member is terminated by FACS and ServiceCo under the Services Agreement;

then:

(c) a replacement Member may be appointed in accordance with clause 36.3 (*Replacement of Dispute Avoidance Board member*) of the Services Agreement; and

(d) ServiceCo, FACS, the remaining Members and any new Member must enter into a replacement agreement substantially similar to this Agreement as a condition of a valid re-appointment under the terms of the Service Agreement.

15. Governing law

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of New South Wales.

(b) Each party hereby submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those courts are an inconvenient forum.

16. Relationship of the parties

Nothing in this Agreement will be construed or interpreted as constituting the relationship between FACS, ServiceCo and the Members as that of partners, joint venturers or any other fiduciary relationship.

17. Notices

(a) Any notices contemplated by this Agreement must be in writing and:

(i) delivered to the relevant address;

(ii) sent to the facsimile number; or

(iii) sent in electronic form (such as email) to an address,

as set out below (or to any new address, facsimile number or address that a party notifies to the others):

to FACS: Eleri Morgan-Thomas

2 Cavill Avenue, Ashfield, NSW, 2131

eleri.morgan-thomas@facs.nsw.gov.au

to ServiceCo: ███████████

Level 4, 222 Pitt Street Sydney, NSW, 2000

███████████

to the Members:

████████████████████████████████

(b)   A notice sent by post will be taken to have been received:

(i)   (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;

(ii)   (in the case of international post) 7 Business Days after the date of posting; and

(iii)   (in the case of delivery by hand) on delivery.

(c)   A notice sent by facsimile will be taken to have been received on the next Business Day after the day shown on the transmission record showing the number of the person to whom it is addressed in accordance with clause 17(a).

(d)   A notice sent by way of electronic transmission will be taken to have been received when the sender receives confirmation on its server that the message has been transmitted:

(i)   if it is transmitted by 5.00 pm (Sydney time) on a Business Day – on that Business Day; or

(ii)   if it is transmitted after 5.00 pm (Sydney time) on a Business Day, or on a day that is not a Business Day – on the next Business Day.

18.   Giving effect to this Agreement

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that the other party may reasonably require to give full effect to this Agreement.

19. Survival of terms

The parties agree that clauses 6, 9, 11 and this clause 19 (and any other terms of this Agreement necessary for or incidental to the operation of the preceding terms) will survive the termination or expiry of this Agreement.

20. Waiver of rights

A right may only be waived in writing, signed by the party giving the wavier, and:

(a)   no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

(b)   a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and

(c)   the exercise of a right does not prevent any further exercise of that right or of any other right.

21. Operation of this Agreement

(a)   Except as otherwise expressly specified in this Agreement, this Agreement contains the entire agreement between the parties about its subject matter, and any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement and has no further effect.

(b)   Any right that a party may have under this Agreement is in addition to, and does not replace or limit, any other right that the person may have.

(c)   Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.

22. Amendment

This Agreement can only be amended, supplemented, replaced or novated by another document signed by the parties.

23. Counterparts

(a)   This Agreement may be executed in counterparts, which taken together constitute one instrument.

(b)   A party may execute this Agreement by executing any counterpart.

24. Attorneys

Each person who executes this Agreement on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

Schedule 1 - Dispute Avoidance Board General Operating Procedures

1.   General

(a)   The role of the Dispute Avoidance Board is to assist the parties to the Services Agreement in:

  (i)   attempting to prevent; and

  (ii)   if unable to prevent, in resolving Disputes,

  in a timely manner.

(b)   Except when participating in the Dispute Avoidance Board's activities as contemplated by the Services Agreement and this Agreement, the parties to the Services Agreement shall not communicate with the Dispute Avoidance Board or its Members on matters dealing with the conduct of the work or resolution of problems.

(c)   ServiceCo will furnish to each of the Members those documents necessary for the Dispute Avoidance Board to perform its functions, such as copies of all Services Agreement documents plus periodic reports provided under the Services Agreement and any other documents that would be helpful in informing the Members of Disputes and other related matters.

(d)   The individual Members are not the representative of the party that appointed that representative. The entire Dispute Avoidance Board must function as an objective, impartial and independent body at all times.

(e)   There must be no communication between Members and employees of the parties to the Services Agreement during the life of the Dispute Avoidance Board without the Members informing the parties to the Services Agreement. The parties to the Services Agreement must direct any matters needing attention between meetings of the Dispute Avoidance Board to the chairperson of the Dispute Avoidance Board.

(f)   The Members shall make prompt disclosure from time to time of any new or previously undisclosed circumstance, relationship or dealing, which comes to their attention and which might give rise to a conflict of interest or apprehension of bias.

(g)   Communications between the parties and the Dispute Avoidance Board for the purpose of attempting to prevent Disputes are without prejudice communications and may not be adduced as evidence in any dispute resolution process under the Services Agreement.

2.   Frequency of meetings and site visits

(a)   The scheduling of meetings and, if required, site visits necessary to keep the Dispute Avoidance Board properly informed of the Service Package Activities will generally be agreed between the Dispute Avoidance Board and the parties to the Services Agreement.

(b)   The frequency of meetings of the Dispute Avoidance Board should generally be once every 3 months but this may be influenced by work progress, unusual events and the number and complexity of potential Disputes. FACS and

ServiceCo may, by agreement, request to meet with the Dispute Avoidance Board more or less frequently than contemplated by this section 2(b).

(c) Subject to sections 1(b) and 1(e) of this Schedule 1, FACS or ServiceCo may request a meeting of the Dispute Avoidance Board other than a scheduled meeting, which request shall be accommodated by the Dispute Avoidance Board as early as practicable.

(d) The first Dispute Avoidance Board meeting should be held within 1 month of the date of this Agreement.

3. Agenda for and location of meetings

(a) The chairperson will develop an agenda for each meeting.

(b) Dispute Avoidance Board meetings held for the purposes of briefing and updating the Members on performance and progress of the work under the Services Agreement and issues or potential issues between the parties shall be held on an in-confidence and without prejudice basis to encourage full and frank disclosure and discussions.

(c) Meetings will be held at a location or locations agreed by FACS, ServiceCo and the Members from time to time and Members are required to attend in person. Where a Member or a representative referred to in section 6 below is unable to attend a meeting in person at the location agreed and on the date and at the time scheduled for that meeting, that person may participate by telephone or video link.

(d) For meetings held relating to the Delivery Phase Activities, at the conclusion of the meeting, the Dispute Avoidance Board may inspect the relevant Site(s) in the company of representatives of both parties to the Services Agreement.

4. Minutes of meetings

(a) FACS will prepare minutes of the regular meetings of the Dispute Avoidance Board and these draft minutes will be circulated to the Members for comments, additions and corrections.

(b) In accordance with section 3(b) of this Schedule 1 above, the minutes of Dispute Avoidance Board meetings held shall be marked "in-confidence, without prejudice".

(c) Minutes as amended will be adopted by the Members at the next meeting.

5. Communications

All communications by the parties to the Dispute Avoidance Board outside the Dispute Avoidance Board meetings should be directed in writing to the chairperson and copied to the other Members and to the other party. All communications by the Members to the parties should be addressed to the persons named in clause 17(a).

6. Representation

The parties shall each ensure they are represented at Dispute Avoidance Board meetings by at least two senior personnel involved in the Service Package. The parties shall inform the chairperson of the names and roles of each of their respective representatives and, if applicable, the names and roles of any alternatives.

Schedule 2 – Rules for DAB opinion

1. Written submissions

(a) Within 7 Business Days after the referral of a Dispute to the Dispute Avoidance Board under clause 35(d)(iii) (*Involve Dispute Avoidance Board*) of the Services Agreement, or such other time as the Dispute Avoidance Board may consider reasonable in the circumstances, the parties must, in addition to any particulars provided by the Executive Representatives in the relevant Notice of Referral, give each party and the Dispute Avoidance Board a written statement of the Dispute referred to the Dispute Avoidance Board, any agreed statement of facts and a written submission (which may include relevant contract communications) on the Dispute.

(b) If the Dispute Avoidance Board considers it appropriate, each party may reply in writing to the written statement in section 1(a) of this Schedule 2 within the time allowed by the Dispute Avoidance Board.

(c) If the Dispute Avoidance Board decides further information or documentation is required for it to provide an opinion on the Dispute, the Dispute Avoidance Board may direct one or more parties to provide such further submissions, information or documents as the Dispute Avoidance Board may require.

(d) The Dispute Avoidance Board must disclose to both parties all submissions, further submissions, information and documents received.

(e) Any failure by a party to make a written submission will not terminate or discontinue the process.

2. Conference

(a) Either party may:

(i) in writing; and

(ii) at any time prior to a notice of dispute being issued in accordance with clause 35(a) (*Notification*) of the Services Agreement,

request the Dispute Avoidance Board to call a conference of the parties. Any such request shall include a summary of the matters the party considers should be included in the conference.

(b) Section 2(a) will not apply in relation to a Dispute the subject of a notice of dispute under clause 35(a) (*Notification*) of the Services Agreement.

(c) If neither party requests the Dispute Avoidance Board to call a conference, the chairperson of the Dispute Avoidance Board may nevertheless call a conference if they think it appropriate.

(d) The parties will agree the location of any conference.

(e) At least 5 Business Days before the conference, the Dispute Avoidance Board must inform the parties in writing of the date, venue and agenda for the conference.

(f) The parties must appear at the conference and may make submissions on the subject matter of the conference. If a party fails to appear at a conference of which that party had been notified under section 2(e), the Dispute Avoidance Board and the other party may nevertheless proceed with the conference and the absence of that party will not terminate or discontinue the advisory process.

(g) The parties may be accompanied at a conference by:

(i) legal or other advisers; or

(ii) any parties permitted to attend under the Services Agreement.

(h) The conference must be held in private.

(i) If agreed between the parties, transcripts of the conference proceedings may be taken and made available to the Dispute Avoidance Board and the parties.

3. The opinion

(a) As soon as possible after receipt of the submissions or after any conference and, in any event not later than 30 Business Days after referral of a Dispute to the Dispute Avoidance Board under clause 35(d)(iii) (*Involve Dispute Avoidance Board*) of the Services Agreement (or such other period as the parties may agree in writing), the Dispute Avoidance Board must provide its opinion on the Dispute between the parties, to the parties.

(b) The opinion of the Dispute Avoidance Board must:

(i) be in writing stating the Dispute Avoidance Board's opinion on the Dispute and giving reasons; and

(ii) be given on the basis of the submissions (if any) of the parties, the conference (if any), and the Dispute Avoidance Board's own expertise.

(c) If the Dispute Avoidance Board's opinion contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a material mistake in the description of any person, matter or thing, or a defect in form, the Dispute Avoidance Board must correct the opinion.

4. Modification

These rules may be modified only by agreement of FACS and ServiceCo.

Schedule 3 - Schedule of Fees and Disbursements

Dispute Avoidance Board Member	Fees and disbursements
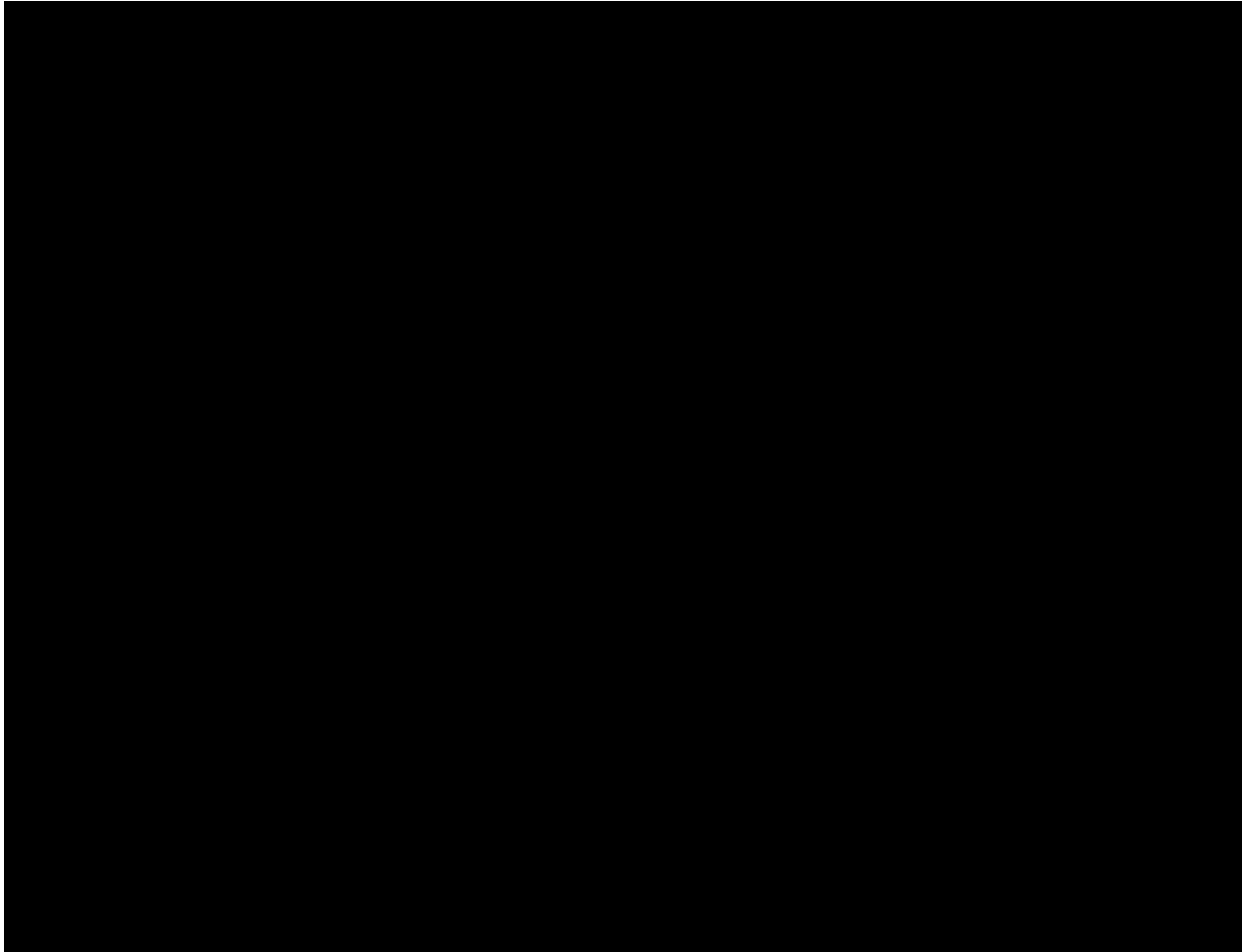
SIGNED as an agreement

FACS

Signed by
the Secretary of the Department of Family and Community Services by

print name   MICHAEL COUTTS TROTTER   *sign here* ►
             Delegate

print title   SECRETARY
              Title

In the presence of:

print name   NICHOLAS CARNEY   *sign here* ►
             Witness

ServiceCo

The common seal of
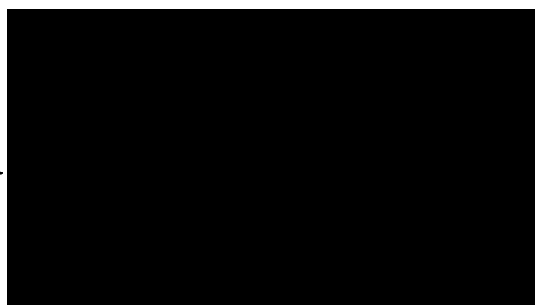**Uniting Church in Australia Property Trust (NSW) (ARBN 134 487 095) as**

sig

prin

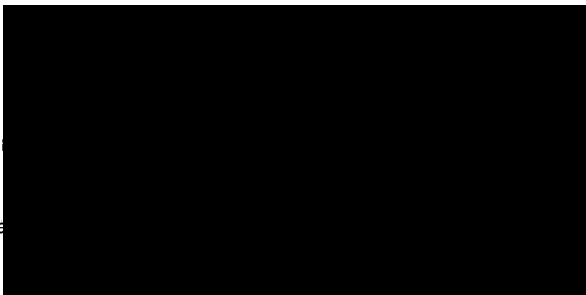**Member**

sign here ►

print name

Member

sign here ▶

print name

Member

sign here

print name

Member

sign here ▶

print name

_____   _____

Member

sign here ▶ _____

print name _____

_____

17