



NDIS Quality
and Safeguards
Commission

OFFICIAL



Memorandum of Understanding (MOU)

Between

NDIS Quality and Safeguards Commission

(NDIS Commission)

and

SA Health and Community Services Complaints Commissioner

(HCSCC)

OFFICIAL



Version History

Version	Date	Author	Change description
0.1	2 June 2025	NDIS Commission	MOU
0.2	24/10/25	HCSC Commissioner	Signed

Parties

This Memorandum of Understanding (MOU) is made between:

- NDIS Quality and Safeguards Commission (**NDIS Commission**); and
- the SA Health and Community Services Complaints Commissioner (HCSCC)

collectively referred to as the Parties.

Description of the Parties

The **NDIS Commission** (which consists of the NDIS Commissioner and Commission staff) is an independent Australian Government regulator established under the *National Disability Insurance Scheme Act 2013* (**NDIS Act**). The NDIS Commissioner's functions include:

- Working with unregistered and registered NDIS providers to improve the quality and safety of NDIS services and supports.
- Responding to concerns, complaints and reportable incidents, including abuse and neglect of NDIS participants.
- Requiring NDIS providers to uphold participants' rights to be free from harm.
- Registration of registered NDIS providers to provide NDIS supports and services; maintaining the worker screening database; approval of approved quality auditors; providing leadership in relation to behaviour support matters.
- Monitoring compliance (including undertaking investigations) against the NDIS Act and NDIS Rules, including the NDIS Code of Conduct and NDIS Practice Standards, and taking enforcement action as appropriate.
- Facilitating the lawful and appropriate sharing of information with the National Disability Insurance Agency (NDIA), other Commonwealth bodies and state and territory authorities.

The **HCSCC** is an independent statutory office established by the *Health and Community Services Complaints Act 2004* (**HCSC Act**). Its functions include:

- Receiving, assessing, resolving complaints about health and community services
- Improving the safety and quality of health and community services
- Identifying, investigating and reporting on systemic issues of concern in health and community services.
- Promoting good complaint handling

- Monitoring trends in health and community services complaints and recommending improvements
- Providing information, education and advice about:
 - Health and community service rights and responsibilities
 - HCSCC Charter of Health and Community Services Rights
 - Complaints and good complaint handling; and
 - Providing assistance to service providers with complaints
- HCSCC has a statutory relationship with the national health practitioner registration board through the Australian Health practitioner Regulation Agency (AHPRA).

Intent, Purpose and Scope

1. The Parties have agreed to enter into this MOU for the purpose of facilitating their collaboration, cooperation and lawful sharing of information as appropriate, to promote effective regulation of providers of NDIS supports and services and to prevent harm to vulnerable people.
2. The Parties intend that the MOU will facilitate the access, use and disclosure of information when permitted by law and appropriate, and will reinforce the protection of shared information from unauthorised access, use or disclosure.
3. The Parties agree that this MOU operates subject to and in accordance with all applicable Commonwealth, State and Territory laws.
4. The Parties acknowledge this MOU does not give rise to legally enforceable obligations, but rather it records Parties' understanding of their expectations and responsibilities.
5. The Parties agree that this MOU does not constrain either Party from carrying out its respective statutory functions or acting in its own interests.
6. The Parties agree to act in good faith, consistent with the spirit and intention of this MOU, and commit to the MOU's:
 - A. operative provisions;
 - B. areas of collaboration; and
 - C. information sharing arrangements.

Definitions

7. The following definitions apply to this MOU:

Confidentiality means obligations imposed on persons by common law, statute, equity and/or contract which requires that information of a certain character (e.g. personal or otherwise sensitive information) be treated in confidence by those to whom it is made known or becomes known. Confidential information can include but is not limited to personal information.

Data breach means a breach that occurs where personal information held by a Party is subject to unauthorised access or disclosure, or is lost. The *Privacy Act 1988 (Privacy Act)* sets out obligations for managing and responding to data breaches, including the Notifiable Data Breach Scheme (Part IIIC, Privacy Act).

Data and Information – these terms are used interchangeably in this MOU to refer to data, information or records in any format.

De-identified – personal information is de-identified if the information is no longer about an identifiable individual or an individual who is reasonably identifiable (section 6, Privacy Act).

Disclosing Party is the party disclosing (or considering disclosure of) information to a Recipient Party.

Disclosure is when a person causes the information to appear, allows the information to be seen, makes the information known, reveals the information or lays the information open to view.

Health and Community Services Complaints Commissioner (HCSCC) helps consumers, carers and service providers (including government, private and non-government health and community services) to try and resolve complaints.

NDIS Rules means rules made under the NDIS Act, including:

National Disability Insurance Scheme (Code of Conduct) Rules 2018

National Disability Insurance Scheme (Provider Registration and Practice Standards) Rules 2018

National Disability Insurance Scheme (Protection and Disclosure of Information – Commissioner) Rules 2018 (Information Disclosure Rules)

Normal Administrative Practice is a process under the *Archives Act 1983 (Cth)* (Archives Act) that allows organisations to destroy some types of records (see [Normal administrative practice \(NAP\) | naa.gov.au](https://naa.gov.au/normal-administrative-practice)).

Permitted Purposes means the purpose listed in Item 2 of Schedule 1.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth) (Privacy Act), i.e.,

means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and*
- (b) whether the information or opinion is recorded in a material form or not.*

Privacy refers to the rights of individuals in relation to how their personal information may be handled (collected, stored, accessed, used, altered, disclosed by businesses and organisations. Obligations are set out in the Privacy Act and Australian Privacy Principles (APPs).

Protected Commission information is defined at section 9 of the NDIS Act to mean:

information about a person (including a deceased person) that is or was held in the records of the Commission, but does not include the following:

- (a) if there is publication of the NDIS Provider Register in whole or part as mentioned in paragraph 73ZS(7)(b)—information covered by that publication;*
- (b) if there is publication of specified information entered on that Register as mentioned in that paragraph—that information.*

NB: a “person”, in this definition, includes a body corporate or body politic (*Acts Interpretation Act, 1901*). This means it encompasses more information than “personal information” in the Privacy Act (which is about an individual, as above).

Recipient Party is the Party that is receiving the information from the Disclosing Party.

Secrecy provisions govern the recording, use and disclosure of information held by the NDIS Commission, as set out in Chapter 4, Part 2, Division 2 of the NDIS Act (and includes protected Commission information).

Part A - Operative Provisions

Commencement, Term, Review and Variation

8. This MOU takes effect on the date it is signed by the final Party.
9. The MOU will remain in force for a period of 3 years from the date of commencement unless:
 - 9.1 it is terminated earlier in writing by either Party, with 30 days’ written notice to the other Party (which may be waived by consent of Parties); or

- 9.2 it is extended for an additional specified period, agreed in writing by both Parties;
- 9.3 the annual review of the MOU by both Parties is within 30 days of the anniversary of the commencement date;
- 9.4 either Party requests a variation of the MOU in writing, to be in effect on the date agreed by both Parties; and
- 9.5 Parties agree that on expiry or termination, any information exchanged under the MOU and held by a Recipient Party must be treated as if the MOU were still in force, to the extent required or permitted by law.

Costs, Damage, Loss and Liability

10. Each Party will bear their own costs incurred in their compliance with this MOU unless agreed otherwise in writing separate to this MOU.
11. Neither Party is responsible for damage, loss or liability incurred by the other Party in connection with performance of commitments made under this MOU, including the supply of information under this MOU.

Dispute Resolution

12. In the event of a dispute over any matter covered by this MOU:
 - 12.1. the Parties will negotiate in good faith and with open communication to resolve that dispute at the operational level, between nominated representatives;
 - 12.2. should resolution not be achieved under clause 12.1, the dispute is to be referred to the Commissioner (HCSCC) and the NDIS Commissioner (or the respective authorised representative of each); and
 - 12.3. each Party will continue to perform their commitments under the MOU, unless the other Party reasonably requests otherwise.

Nominated Representatives

13. Each Party will nominate representatives who:
 - 13.1 are the contact persons for internal and external communications about the collaboration and lawful exchange of information to be effected under this MOU;
 - 13.2 may, subject to their role authority within their agency and consistent with the terms of this MOU and the agreement of the other Party's nominated representatives, initiate and vary Schedules to this MOU, or processes or templates to facilitate collaboration and lawful information sharing under the MOU;

- 13.3 are responsible for the day-to-day operation of this MOU including engagement with the other Party's representatives as needed to discuss matters arising under this MOU; and
- 13.4 are listed at Schedule 1, and may be changed as necessary by updating details in Schedule 1.

Schedules

- 14. Schedules to this MOU may be negotiated and added or removed from time to time with the authority of both Parties' nominated representatives (as set out in Clause 13.2 above).
- 15. A Schedule is taken to be in force on the date agreed by the second Party unless otherwise specified in that Schedule; the date of removal of a Schedule should be recorded in the Document history.
- 16. Schedule content may include guidance as relevant to both Parties, but content must fall within the scope of the matters set out in the MOU and is otherwise to be disregarded. In the event of any inconsistency between this MOU and provisions of a Schedule, the MOU prevails to the extent of the inconsistency.

Part B – Areas of Collaboration and meetings

- 17. The Parties agree to promote collaboration and disclose information in response to requests, where lawful and appropriate. This may include but is not limited to, mutual assistance, joint compliance and enforcement activities, and information sharing.
- 18. The Parties will engage in annual meetings to discuss the above areas of collaboration. These will be chaired by Nominated Representatives / SES level officers of each Party on a rotating basis.
- 19. The Commissioner (HCSCC) and NDIS Commissioner will meet annually to provide strategic oversight of the relationship and activities undertaken between the parties.
- 20. Other meetings may be convened as required, co-ordinated by nominated representatives, with attendance by officers at a level appropriate to the matters to be raised.

Mutual assistance

- 21. The Parties agree to assist each other regarding their respective legislative responsibilities, where lawful and appropriate to the context. This may include:
 - 21.1 leveraging stakeholder relationships and respective regulated communities to promote awareness of each other's legislative frameworks and work;

- 21.2 working collaboratively on joint external (and internal) strategic communication opportunities to respond to, mitigate and deter non-compliance within respective remits;
- 21.3 inviting each other to relevant forums; and
- 21.4 working collaboratively on joint education and advice activities.

Joint compliance and enforcement activities

- 22. The Parties agree to collaborate to assist each other in undertaking their respective regulatory compliance obligations, where lawful and appropriate. This may include:
 - 22.1 sharing information which may be of assistance to the other Party in undertaking their compliance activities;
 - 22.2 planning and undertaking joint compliance campaigns and investigations of entities of interest; and
 - 22.3 joint media statements and other external communications, including social media campaigns and promoting compliance and enforcement outcomes.
- 23. Further detail operationalising joint compliance, enforcement and external communication activities between the Parties may be set out in a Schedule to this MOU.

Information sharing

- 24. While each Party must make disclosure decisions that align to the purposes and functions of their own enabling legislation, they agree that they may share information to support each other's purpose and function where it is lawful and appropriate to do so.
- 25. Information sharing arrangements are set out in Part C.

Part C – Information Sharing Arrangements

Sharing of information

- 26. The Parties agree to share the information for the permitted purposes at Schedule 1, where the law permits sharing and the disclosing Party considers it to be appropriate in the circumstances.
- 27. The Parties agree this MOU does not itself provide legal authority for the collection, use, access or disclosure of information and recognise that each request for information must be considered on a case-by-case basis.
- 28. The Parties recognise that 'information' may contain (a) de-identified information and / or (b) personal information or information that is otherwise confidential or sensitive, or in the case of the NDIS Commission records, information that is

protected Commission information. The law operates differently in respect of different types of information, and this must be reflected in disclosure decisions.

Information management — protected Commission information, confidentiality, privacy and security

29. The Parties agree that nothing in this MOU alters their respective information governance obligations and arrangements. Compliance with local policies, guidance, authority or delegation arrangements continue.

30. The Parties acknowledge that information they hold may not be suited to sharing with the other Party, without modification, or at all. Even where information may be shared under this MOU, each Party retains its full discretion to decline a request for information as appropriate.

31. The Parties acknowledge and commit to ensuring that any collection, use or sharing of information by either of them to the other Party under this MOU will comply with:

31.1. all relevant security and other requirements specified in the Attorney-General Department's *Protective Security Policy Framework* (as amended or replaced from time to time); and

31.2. privacy and secrecy laws, including, but not limited to:

31.2.1 The Privacy Act including:

- the Australian Privacy Principles (APPs) at Schedule 1;
- the Notifiable Data Breaches Scheme (see Breach at clause 40); and
- privacy and data protection obligations enacted by the *Privacy and Other Legislation Amendment Bill 2024*.

31.2.2 the NDIS Act and NDIS Rules pertaining to the handling of protected Commission information; noting that obligations relating to protected Commission information continue to apply to records that were held in the NDIS Commission (see Schedule 1 for more detail);

31.2.3 the *Health and Community Services Complaints Act 2004* (SA); and

31.2.4 other relevant laws that govern the collection, storage, use and disclosure of information.

32. The Parties acknowledge that in addition to privacy and secrecy obligations, information shared by this MOU may be confidential. The Parties will not disclose confidential information, except as permitted by the applicable obligation of confidentiality (equity, common law, contract, statute) unless required or permitted by law.

33. The Parties agree that confidentiality will survive termination of this MOU and will continue until the confidential information disclosed by the Disclosing Party lawfully becomes part of the public domain. Privacy or secrecy provisions may remain.
34. While a Disclosing Party may at its discretion request a Recipient Party to return, delete, destroy or de-identify disclosed information at any time, Parties acknowledge constraints may apply, including under the Privacy Act, Archives Act, Normal Administrative Practices (in accordance with the National Archives of Australia) and other data management requirements.
35. If a Recipient Party wishes to share information (for fee or otherwise) disclosed to it by a Disclosing Party with a third party, the Recipient Party must seek prior written agreement from the Disclosing Party.

Intellectual property

36. The Parties agree that the Disclosing Party retains its rights in any intellectual property existing in disclosed information prior to its disclosure, and these existing intellectual property rights will only be used as authorised by its owner as permitted at law.
37. The Disclosing Party grants to the Recipient Party a non-exclusive right to use the information under the terms and conditions of this MOU and subject to any legislative obligations; the Recipient Party's right and licence to use the information is not transferable.
38. No representations or warranties are made or given in relation to the information by the Disclosing Party.

Publications

39. The Recipient Party agrees to acknowledge the source of the information and to appropriately cite by authorship any responsible Disclosing Party staff member in any publications or presentations which result from the use of the information; with consultation on details as required.

Breach notifications

40. If a Recipient Party suspects or becomes aware of a data breach involving personal information shared with them by a Disclosing Party, the Recipient Party must immediately notify the Disclosing Party of the data breach, the steps taken to contain the breach (including mitigating actions and confirmation their privacy team is actioning the incident).

Information Sharing Process under this MOU

41. A Party may request information from the Disclosing Party by contacting the Disclosing Party's nominated representatives (see Schedule 1); clarifying detail may be sought by the Disclosing Party as required.

42. A request for information must be confirmed in writing, and include sufficient information to enable thorough assessment by the Disclosing Party to identify the purpose for which the information is requested, what the information is likely to comprise, including whether it may contain (if known) personal information, protected Commission information, and/or information that is otherwise subject to confidentiality obligations.
43. The Disclosing Party will assess whether it is lawful and appropriate to provide some or all of the requested information to the Recipient Party, with or without modification (such as de-identification) as relevant. They will follow the process at Schedule 1, and facilitate that disclosure as appropriate.
44. A Recipient Party agrees to use information it receives from the Disclosing Party in accordance with the law, and with any conditions the Disclosing Party places on that disclosure, unless otherwise agreed in writing between the Parties.

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Part 4 - Execution

Signed for and on behalf of the **NDIS Quality and Safeguards Commission**



Date: 10th day of February 2026

Louise Glanville
Commissioner
NDIS Quality and Safeguards Commission



Signature of Witness

Name.. [REDACTED]
Address.. [REDACTED]
Occupation..Executive Support

Signed for and on behalf of the **HCSCC (SA)**



Date:24th day of October.2025

Debbie Martin
Interim Health and Community Services Complaints Commissioner



Signature of Witness

Name: [REDACTED]
Address: [REDACTED] St ADELAIDE
Occupation: Principal Advisor, Code of Conduct

Schedule 1 – Information Disclosure Schedule

Item 1: Nominated Representatives:

NDIS Commission:

- Contact Name: Operational Policy, Practice and Provider Relations
- Email: informationsharing@ndiscommission.gov.au
- Postal Address: PO Box 210, Penrith NSW 2750
- Website: www.ndiscommission.gov.au

Emergency/High priority requests contact

- Contact Name: [REDACTED] Assistant Commissioner, Campaigns and Projects
- Email: [REDACTED]@ndiscommission.gov.au
- Phone: [REDACTED]

HCSCC:

- Contact Name: [REDACTED] Deputy Commissioner
- Phone: [REDACTED]
- Email: [REDACTED]@hcsc.sa.gov.au or info@hcsc.sa.gov.au
- Postal Address: PO Box 199, Rundle Mall, South Australia 5000

Emergency/high priority requests contact

- Contact Name: [REDACTED]
- Phone: [REDACTED]
- Email: [REDACTED]@hcsc.sa.gov.au

Item 2: Permitted Purpose and types of information

Permitted Purpose means a purpose set out at Part B of this MOU (Areas of Collaboration).

Examples of types of information the NDIS Commission may request

- Substantiated finding of complaints and investigations of healthcare providers and identified systemic issues

- Personal and health information
- Health information is any personal information about a person's health or disability. It includes information or opinion about their illness, injury or disability.
- Some examples of health information include:
 - Notes of their symptoms or diagnosis
 - Information about a health service they had or will receive
 - Specialist reports and test results
 - Prescriptions and other pharmaceutical purchases
 - Dental records
 - Their genetic information
 - Their wishes about their future health services
 - Their wishes about potential organ donation
 - Appointment and billing details
 - Any other personal information about them when a health service provider collects it
- Personal information includes a broad range of information, or an opinion, that could identify an individual. What is personal information will vary, depending on whether a person can be identified or is reasonably identifiable in the circumstances.
- For example, personal information may include:
 - An individual's name, signature, address, phone number or date of birth
 - Sensitive information
 - Employee record information
 - Photographs
 - Other matters that the HCSCC believes may inform the work of the NDIS Commission.

Examples of types of information the HCSCC may request

- Personal and health information as above
- Banning orders

Item 3: Primary legislative and/or regulatory mechanism(s) which may authorise information sharing

- The **NDIS Commission** may disclose protected Commission information to the HCSCC under the following provisions where applicable:
 - Section 67A of the [National Disability Insurance Scheme Act 2013](#) (NDIS Act);
 - Section 67E of the NDIS Act and related Information Disclosure Rules;
 - Section 25 of the National Disability Insurance Scheme (Complaints Management and Resolution) Rules 2018 (Complaints Rules); or
 - Section 26(1)(a) of the National Disability Insurance Scheme (Incident Management and Reportable Incidents) Rules 2018 (Reportable Incident Rules).
- The HCSCC may disclose information to the NDIS Commission under the following provisions where applicable:
- S 86A Health and Community Services Complaints Act 2004 (SA) (which permits the HCSCC to provide information to a person concerned in the administration or enforcement of a law of the Commonwealth, for purposes related to the administration or operation of that law).

Item 4: Summary of operational process to transfer information

- Upon receipt of the request, the 'Disclosing' Party will:
 - a. acknowledge (by email) receipt of the request within 3 business days;
 - b. assess the request including the purpose for which it has been requested; clarify request details if required;
 - c. identify if it holds the requested information and if that information contains personal information or protected Commission information, or de-identified information, or a mixture of both;
 - d. advise the requester without delay if it does not hold the requested information;
 - e. identify what legal authority may apply to permit disclosure of the requested information, if any. **See Clause 31, and Item 3 above;**
 - f. follow relevant in-house policy/procedure and guidance to determine an appropriate response to the request. For example:
 - Does there need to be further communication with the requesting Party to modify the scope of their request?

- In processing the request, are there additional rules, processes or guidelines to be followed? Does some information need to be de-identified? Is consent required? Note: a disclosure by the NDIS Commissioner under section 67E requires the Information Disclosure Rules to be followed,
 - Who is authorised (or has the delegation) to make the decision?;
- g. if there is legal authority to disclose some or all of the information, identify if there is any other reason that the information should not be provided;
- h. communicate the decision about disclosure to the requesting Party and provide the information to them, as appropriate. If information cannot be provided, a brief explanation may be provided; and
- i. ensure that a record is made describing the information that has been disclosed, the authority for making that disclosure and any other key matter relevant to the disclosure decision.

Expected frequency of information sharing

- As required and appropriate on a case-by-case basis.