

# Bilateral Agreement between the Commonwealth and Western Australia

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Transition to a National Disability Insurance  
Scheme in Western Australia

## **Part 1 – Preliminaries**

1. The Commonwealth of Australia (the Commonwealth) and the State of Western Australia (WA) are committed to the implementation of the National Disability Insurance Scheme (NDIS) in WA, through the National Disability Insurance Agency (NDIA).
2. The continued roll-out of the NDIS across WA will deliver positive outcomes for people with disability and their families and carers by taking a fair, sustainable equitable approach to supporting people with disability.
3. This Agreement covers the roles and responsibilities for the transition to full coverage of an NDIS in WA, building on the lessons learned in trials conducted in New South Wales, Victoria, South Australia, Tasmania, the Northern Territory, the Australian Capital Territory and WA.
4. The Parties agree to continue work through the Council of Australian Governments (COAG) Disability Reform Council, or equivalent multilateral forum, to refine and further develop the NDIS over time.

### **Definitions**

5. The following definitions are applicable throughout this Agreement and all schedules to the Agreement.

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

Trial	The time period from 1 July 2014 to 30 June 2017.
Transition	The time period from 1 July 2017 to 30 June 2023.
Full scheme	The time period from 1 July 2023 onwards.
Perth Hills trial	The NDIA trial which includes the Local Government Areas of Kalamunda, Mundaring, and Swan.
Perth Hills trial expansion sites	The expanded NDIA trial site as from 1 January 2017, which includes the Local Government Areas of Bassendean, Bayswater, Chittooting, Northam, Toodyay, and York.
WA NDIS trial and trial expansion sites	The WA NDIS trial and expansion sites which include the Local Government Areas of Augusta-Margaret River, Boyup Brook, Bridgetown-Greenbushes, Busselton, Donnybrook-Balingup, Manjimup, Nannup, Cockburn, Kwinana, Armadale, Murray, Serpentine-Jarrahdale.
WA Department of Communities (DoC)	The body implementing the WA-administered model pending transition to the NDIA.
Supported Accommodation	Any participant currently receiving any or a combination of the following state-funded services: a. Alternative Family Placement; b. Emergency Accommodation; c. Group Home Duplex accommodation; d. Hostel accommodation; e. Large Institution (greater than 20 individuals); f. Small Institution (7-20 people); and g. Other accommodation.
Other existing DoC Clients	Any other eligible participant receiving a state-funded specialist disability service from the DoC.
Residential Aged Care clients	NDIS eligible people in aged care facilities who have been funded by the Commonwealth in the 12 months prior to transition.

New and other Commonwealth participants	All other eligible participants except for Supported Accommodation clients, Other existing clients (both DOC and WA Mainstream clients) and Residential Aged Care clients.
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## **Part 2 – Parties and Operation of Agreement**

### **Parties**

6. This Agreement is between the Commonwealth and WA.

### **Commencement and Duration of the Agreement**

7. The Agreement will commence as soon as the Parties have signed the Agreement and replaces the *Bilateral Agreement between the Commonwealth and Western Australia for a transition to a National Disability Insurance Scheme in Western Australia*, which commenced 31 January 2017.
8. This Agreement will cover transition during which all eligible existing WA disability service clients, eligible Commonwealth clients and estimated new participants are transitioned into the NDIS and other transitional arrangements are being implemented, including the transition of trial participants in the NDIA and WA NDIS administered sites.
9. This agreement will expire on 30 June 2023, or on the date a subsequent agreement is signed by the Parties that expressly intends to replace this Agreement and where the parties agree that the transition phase is concluded.

### **Interoperability**

10. This Agreement is to be considered in conjunction with the following Commonwealth legislation and Agreements:
- a. *National Disability Insurance Scheme Act 2013* (the NDIS Act);
  - b. *National Disability Insurance Scheme (Becoming a Participant) Rules 2016*;
  - c. *The Heads of Agreement between the Commonwealth and Western Australia Governments on the National Disability Insurance Scheme*;
  - d. *Disability Discrimination Act 1992*;
  - e. *Carer Recognition Act 2010*;
  - f. *Family Law Act 1975*;
  - g. *Migration Act 1958*;
  - h. *Aged Care Act 1997*;
  - i. *Social Security Act 1991*;
  - j. *National Health Reform Agreement 2011*; and

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

- k. *Bilateral Agreement between the Commonwealth and WA for the Transition of Responsibilities for Aged Care and Disability Services.*

11. This Agreement is also to be considered in conjunction with the following WA legislation:

- a. *Disability Services Act 1993;*
- b. *Guardianship and Administration Act 1990;*
- c. *Mental Health Act 2014;*
- d. *Equal Opportunity Act 1984;*
- e. *Carers Recognition Act 2004;*
- f. *Children and Community Services Act 2004;*
- g. *Commissioner for Children and Young People Act 2006;*
- h. *Health Services Act 2016;*
- i. *Health and Disability Services (Complaints) Act 1995;*
- j. *Hospitals and Health Services Act 1927;*
- k. *Motor Vehicle (Third Party Insurance) Act 1943;*
- l. *Parliamentary Commissioner Act 1971;*
- m. *School Education Act 1999;*
- n. *Volunteers and Food and Other Donors (Protection from Liability) Act 2002;*
- o. *Workers Compensation and Injury Management Act 1981;*
- p. *Civil Liability Act 2002;*
- q. *Public Sector Management Act 1994;* and
- r. *Public Trustee Act 1941.*

12. This Agreement is separate to the Operational Plan that will set out implementation arrangements for the transition to full scheme in WA, and be agreed by the Deputy Secretary of the Commonwealth Department of Social Services, the Director General of the DoC, and the Chief Executive Officer of the NDIA.

13. Detailed implementation phasing arrangements will be contained in the Operational Plan, to be completed as soon as possible following the finalisation of this Agreement, and will be reviewed and updated throughout the period of the Agreement.

14. Schedules to this Agreement will include, but not be limited to:

- a. Participant Transition Arrangements in Western Australia;
- b. Financial Contributions for Transition in Western Australia;
- c. Cross Billing and Budget Neutrality Arrangements in Western Australia;

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

- d. Continuity of Support Arrangements in Western Australia;
- e. Sector and System Readiness in Western Australia;
- f. Quality and Safeguards in Western Australia;
- g. Integrated National Disability Insurance Scheme Performance Reporting Framework;
- h. Arrangements for the Interface between the National Disability Insurance Scheme and Mainstream Services in Transition;
- i. Transfer of WA administered sites to the NDIA;
- j. Workforce; and
- k. Specialist Disability Housing.

15. Nothing in this Agreement affects arrangements under the National Disability Agreement unless otherwise specified.

### **Part 3 — Role and Purpose of the Agreement**

16. This Agreement outlines how the NDIS is expected to expand over the period from 1 July 2017 to 30 June 2023. It builds on the NDIS trial in WA.

17. The Agreement details the arrangements for transition to the full scheme NDIS in WA.

## **Part 4 — Roles and Responsibilities**

### **Shared Roles and Responsibilities of the Parties**

18. In addition to their roles and responsibilities outlined in existing frameworks outlined in clause 10, and consistent with the detail agreed in the Operational Plan, during the life of this Agreement, the Parties will, to the best of their endeavours:

- a. work together to minimise risks to the other party and assist the other party to manage unexpected risks through agreed response strategies as issues arise, in accordance with the *Heads of Agreement between the Commonwealth and Western Australian Governments on the National Disability Insurance Scheme*;
- b. engage with people with disability, their families and carers to provide input into ongoing refinements of the policy settings of the NDIS and its operations in WA;
- c. continue to work collaboratively, with the NDIA and other jurisdictions, on ongoing refinement of the policy settings of the NDIS and settle operational matters as needed;
- d. report on progress, results and outcomes to inform ongoing refinement of the policy settings of the NDIS, including through input to and consideration of the national NDIS evaluation, and by identifying where arrangements are having unintended impacts;
- e. share information to assist with policy development and scheme administration, subject to privacy requirements;
- f. prepare for the phasing of clients into the NDIS by providing the NDIA with access to available data on potential participants;
- g. prepare Commonwealth and WA programs that are in scope for the NDIS for transition into the NDIS by aligning the service offers with the COAG Principles to Determine the Responsibilities of the NDIS and Other Service Systems;
- h. facilitate local implementation of the NDIS by preparing existing providers and clients to transition into the scheme, consistent with the phasing agreed at Schedule A and the Operational Plan agreed between the Parties and the NDIA;
- i. facilitate implementation of the NDIS by maintaining support for people with disability prior to the full roll-out of the NDIS in their area;
- j. support the NDIA to deliver Information, Linkages and Capacity Building (ILC) by coordinating and promoting links between the NDIS and mainstream services and non-government and community-based support;
- k. ensure that nothing in this Agreement disadvantages WA's eligibility to Commonwealth funding, that it would otherwise have access to, in relation to NDIS and other disability innovation and capacity building funds; and
- l. provide continuity of support for existing clients of disability services in accordance with Schedule D to this Agreement.

### **Health Reform Agreement Changes to Roles and Responsibilities**

19. The Parties reaffirm their commitment to implement changes to the roles and responsibilities of the WA and Commonwealth governments as set out in Schedule F of the National Health Reform Agreement 2011, as outlined in Schedule C to this Agreement.

## **Part 5 — National Disability Insurance Scheme – Transition to a Full Scheme**

### **Aims of the Transition**

20. In addition to the objects and principles outlined in the NDIS Act, the WA transition will have the following further specific aims to:
- a. build on the experiences of people with disability in WA and ensure they are involved in decisions that affect them;
  - b. build upon the evidence from trial sites;
  - c. ensure that the transition of people with disability in WA to the scheme occurs as smoothly and effectively as possible, with minimal service gaps or disruptions, including in rural and remote areas and in locations which border other jurisdictions;
  - d. continue to support the growth of a sustainable market and a skilled workforce, including implementing and supporting any relevant key market indicators or strategies developed by COAG Disability Reform Council (DRC);
  - e. ensure the transition is implemented in a way that supports the sustainability of the scheme and does not inflate the cost of the full scheme in WA;
  - f. continue to support an environment where people with disability can exercise choice and control over the supports they choose by continued support for a diverse and innovative workforce and market to grow and meet the needs of its client base;
  - g. ensure that carers and the families of people with disability are active partners with the scheme, and are fully involved in decisions that affect them; and
  - h. ensure that people with disability are not disadvantaged by the transition to the NDIS.

### **Participant Phasing**

21. The Parties agree to prioritise the transition of people from the existing WA specialist disability services and from Commonwealth programs to the NDIS in accordance with Schedule A.
22. Existing participants of the WA NDIS will transfer to the NDIA in a carefully managed way. It is agreed that existing participants of the WA NDIS will transfer to the NDIA by 31 December 2018, in accordance with the arrangements set out in the Transfer Plan.

23. This Agreement also covers those eligible people who were scheduled to transition to the NDIS during the trial period and did not, regardless of the reasons.
24. Detailed implementation phasing arrangements will be contained in the WA Operational Plan to be finalised as soon as possible following finalisation of this Agreement.
25. Detailed phasing arrangements will be outlined in a legislative rule under the NDIS Act 2013.

#### **Portability of Supports**

26. The Parties agree that once NDIS is fully implemented as a national scheme, NDIS supports will be fully portable across Australia.
27. During the transition, portability will apply in all jurisdictions transitioning to the NDIS consistent with existing qualifying and ongoing residence requirements in the *National Disability Insurance Scheme (Becoming a Participant) Rules 2016*.

#### **Continuity of Support**

28. The Parties agree that it is important that the roll-out of the NDIS is managed so that people are not disadvantaged during the transition. Arrangements for Continuity of Support are outlined in Schedule D to this Agreement.

#### **Sector and System Readiness**

29. Key elements for readiness of the disability services market, including providers, broader sector, workforce and participants, and existing systems for transition, are outlined in Schedule E to this Agreement.
30. The Operational Plan agreed between the Parties and the NDIA will detail implementation arrangements, including arrangements to support readiness of the disability services market, including providers, broader sector, workforce and participants.

#### **Workforce**

31. The Parties agree that successful transition to the NDIS will require a skilled workforce and workforce infrastructure to support service delivery to people with disability in WA.
32. Arrangements for a first offer of employment to the NDIA for materially affected WA government staff who are appropriately skilled are outlined in Schedule J to this Agreement.

#### **Quality and Safeguards**

33. Existing WA quality and safeguarding arrangements will apply until a national approach is implemented.
34. Arrangements for Quality and Safeguards during transition in WA are outlined in Schedule F.

#### **Consultation**

35. The Parties, in conjunction with the NDIA, will jointly use existing consultative forums involving people with disability, families, carers and sector and community

representatives to advise on refinements to, and further development of, the NDIS over time.

### **Collection and Management of Data**

36. The Parties agree that during the transition period qualitative and quantitative data and information on any issues relevant to the NDIS, taken together with the outcomes from other jurisdictions, will be shared between all governments and the NDIA to facilitate national data collection and consolidation that will contribute to the analysis of costs, liabilities, service interventions, service delivery models and implementation strategies.
37. The data management approach, including data collection, storage and transfer, will be consistent with the information protocols to be developed between the Parties and the NDIA by January 2018.
38. The Parties agree to share client and provider information and data during the transition to manage continuity of support, financial accountability and effective interactions with supports and services outside the NDIS, subject to privacy and other requirements.

### **Performance and Financial Reporting**

39. The Parties agree to the performance reporting arrangements at Schedule G.
40. For 2017-18, Western Australia will be responsible for providing NDIS performance reports specific to sites administered by Western Australia as set out in Schedule I and Schedule G to this Agreement.
41. The NDIA will provide to a nominated official a download from the database (de-identified as appropriate) of participant data at client unit record and aggregate level.
42. The NDIA will provide access to nominated official/s in WA and the Commonwealth, with the capacity for this access to be delegated to additional officials for a defined purpose or period of time to the case management and financial management systems in real time on a read only basis. The officials will need to abide by the NDIA's confidentiality and privacy requirements.
43. Any reporting additional to that set out in the *NDIS Act 2013* and this part of the Bilateral Agreement may be negotiated with the NDIA on a fee-for-service basis and cost neutral changes to reporting may be agreed between the NDIA and the Parties at any time.
44. The NDIA will be required to provide state-specific reports on Commonwealth and WA funding, covering funding, expenditure and in-kind services, according to agreed regional boundaries detailed in the Operational Plan, provided to participants at the end of every financial year.
45. The NDIA will provide receipts for funding contributed by WA and report on the use of Commonwealth and WA services on a monthly reporting schedule.

### **Evaluation and Review**

46. The Parties agree to provide input into the national NDIS evaluation and jointly monitor its progress, results and outcomes to inform arrangements for full scheme.

47. In the event COAG agrees to revise escalation parameters based on the advice of the 2017 Productivity Commission Review on NDIS Costs, the Parties will revise their escalation parameters to the COAG final agreed escalation parameters.

48. If COAG agrees to revise the risk sharing arrangements, then the Parties agree to revise those arrangements to reflect COAG's decision.

### **Management of Risk**

49. Both parties agree that the management of risk and unexpected costs to either WA and/or the Commonwealth is a vital part of ensuring that the NDIS is sustainable.

50. The Parties agree that the WA and the Commonwealth, in consultation with the NDIA, will continually monitor and review risks, with responsibilities for managing respective risks outlined in the respective schedules. Risks include but are not limited to:

- a. market, sector and system readiness to transition to the NDIS in accordance with Schedule E;
- b. monitoring of quality and safeguard mechanisms particularly in remote communities, as outlined at Schedule F;
- c. the implementation of the principles agreed by COAG in April 2013 and updated in 2015 (Schedule H) which determine the responsibilities of the NDIS and other service systems, particularly in terms of any gaps in services that may occur for individuals; and
- d. cash flow pressures on the Commonwealth, WA and the NDIA during the transition to full scheme.

51. If financial or other risks, including those outlined between clauses 49 and 50 emerge at any time for either party, the party with the primary responsibility for the risk will work with the other parties, including the NDIA, to develop agreed mitigation proposals. Risk management strategies will take a flexible and timely approach to effectively manage emerging risks during transition. Response strategies could include:

- a. actions to improve provider and participant readiness and initiatives that can be taken within programs run by the WA and/or the Commonwealth; and/or
- b. changes to the participant phasing arrangements outlined in Schedule A, but other strategies will be fully pursued prior to considering this option. Should the agreed strategies include changes to participant phasing, the Parties will jointly assess the need to adjust financial contributions outlined at Schedule B; and
- c. targeted actions to mitigate significant remote service delivery issues including heightened community engagement, as outlined at Schedule E.

52. The parties agree to use the escalation process outlined in clauses 59-61 to resolve issues, including issues that may arise relating to clauses 49-50.

### **Transition of the WA-administered NDIS**

53. The Parties agree to transfer existing WA-administered sites to the NDIA in accordance with Schedule I to this Agreement.

## **Part 6 — Financial Contributions**

### **Funding Contributions**

54. The Parties agree to contribute to the NDIS in accordance with Schedule B and Schedule I to this Agreement.
55. The Parties agree to the long-term arrangements for Cross Billing and Budget Neutrality in accordance with Schedule C to this Agreement and with regard to the National Health Reform Agreement 2011.

### **Auditing Arrangements**

56. The Commonwealth will request the Commonwealth Auditor-General ensure the financial audit of the NDIA undertaken annually by the Australian National Audit Office under the *Auditor General Act 1997 (Cth)* includes certification from him or her that funds paid by host jurisdictions to the NDIA have been acquitted consistently with this Agreement, including the schedules.

## **Part 7 — Governance of the Agreement**

### **Variation of the Agreement**

57. This Agreement may be amended at any time by agreement in writing by the WA Premier and the Commonwealth Minister for Social Services.

### **Variation to Schedules to the Agreement**

58. The Parties agree that any amendments to the schedules can be agreed at any time by agreement in writing by the relevant Commonwealth and State minister.

### **Escalation of Issues**

59. Any Party may give notice to another Party of a dispute under this Agreement.
60. Officials of relevant Parties will attempt to resolve any dispute in the first instance, through bilateral steering committees for transitioning sites and relevant multilateral officials groups.
61. If the issue cannot be resolved by officials, it may be escalated to the relevant Ministers and, if necessary, the DRC or equivalent Ministerial Council or COAG.

### **Termination of the Agreement**

62. In exceptional circumstances, either of the Parties may withdraw from this Agreement by giving 12 months' notice of intention to do so, in writing, to the DRC or the equivalent Ministerial Council or COAG.
63. Following notification of a Party's intention to withdraw from this Agreement, the terms of the withdrawal, including the date on which the Party will cease to be a Party, and any legislative changes and other arrangements that may be necessary as a consequence of the withdrawal, will be negotiated in good faith and agreed between the Parties, on a basis which ensures continuity of support to participants.

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

64. The withdrawal of a Party shall not release that Party from meeting its agreed funding commitment to participants unless this is otherwise agreed by COAG through the process outlined in the escalation clauses above.

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

The Parties have confirmed their commitment to this Agreement as follows:

**Signed** for and on behalf of the  
Commonwealth of Australia by

**The Hon Malcolm Turnbull MP**  
Prime Minister

A handwritten signature in black ink, appearing to read 'M. Turnbull', written in a cursive style.

**Signed** for and on behalf of  
Western Australia by

**The Hon Mark McGowan MLA**  
Premier of Western Australia

A handwritten signature in black ink, appearing to read 'Mark McGowan', written in a cursive style.

**Schedule A**

**Participant Transition Arrangements in  
Western Australia**

1. This Schedule is to be read in conjunction with:
  - a. Schedule B: Financial Contributions for Transition in Western Australia;
  - b. Schedule D: Continuity of Support Arrangements in Western Australia; and
  - c. Schedule I: Transition of WA NDIS authority sites to the National Disability Insurance Agency.
2. The transition to the National Disability Insurance Scheme (NDIS) in Western Australia (WA) commenced on 1 July 2017, in the local government areas included in the Perth Hills trial site and Perth Hills trial expansion site and the local government areas of Ashburton, Broome, Derby-West Kimberley, East Pilbara, Halls Creek, Port Hedland, Wyndham-East Kimberley, Karratha, Mandurah, and Rockingham. This is in addition to the existing WA NDIS trial and trial expansion sites. The transition of all existing Western Australian specialist disability clients will be completed by July 2020.
3. During 2017-18, arrangements in this Schedule will be implemented by the Director General of the Western Australian Department of Communities (DoC) and the Chief Executive Officer (CEO) of the National Disability Insurance Agency (NDIA).
4. From 1 July 2018, arrangements in this Schedule will be implemented by the CEO of the NDIA. Obligations of the CEO will be set out in agreed phasing rules.
5. The participant phasing schedule has been designed with regard to the following considerations:
  - a. the advice of the WA Government and the NDIA on operational matters;
  - b. the readiness of the market and disability sector to transition to the NDIS in WA as outlined at Schedule E to this Agreement;
  - c. the transition of existing disability systems managed by the Parties;
  - d. experience to date from the NDIS trials and transition; and
  - e. the balance of high and low cost support packages, existing clients of WA specialist disability services and other clients, in order to manage funding flows and fiscal risk to the scheme.
6. By July 2020, it is estimated that 39,097 people will have transitioned to the NDIS, including around 25,665 from the existing WA specialist disability system that will be replaced by the NDIS, and is expected to benefit up to 47,941 people with disability by 2022-2023.
7. Existing participants of the WA NDIS will transfer to the NDIA in a carefully managed way. It is agreed that existing participants of the WA NDIS will transfer to the NDIA by 31 December 2018, in accordance with the arrangements set out in the Transfer Plan. The Parties agree to develop the Transfer Plan, in collaboration with the NDIA, by 8 December 2017 to give effect to this.

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

8. The Parties agree that the transition will be implemented on a staged geographical basis, based on existing Western Australian service regions (refer Appendix A). In addition to the WA locations that commenced transitioning to the NDIS on 1 July 2017 and the WA NDIS trial and trial expansion sites that will transfer to the NDIS by 31 December 2018, eligible participants will transition in the following sequence:
  - a. The remaining populations of the Wheatbelt and Central South Metro will commence transition to the NDIS from 1 July 2018;
  - b. Goldfields-Esperance, North Metro and the remaining population of the South West will commence transition to the NDIS from 1 October 2018; and
  - c. Midwest-Gascoyne, Great Southern, Central North Metro and South East Metro will commence transition to the NDIS from 1 July 2019.
9. The Parties agree that the NDIS will be made available to residents of Christmas Island and the Cocos (Keeling) Islands by 1 July 2020.
10. Existing State clients are defined as people who are receiving specialist disability services funded or administered by WA at the time they are due to transition to the NDIS. For phasing and funding purposes, clients will be categorised in one of the following cohorts:
  - a. Supported Accommodation clients, including those receiving alternative care arrangements; or
  - b. Existing WA DoC clients that currently receive a state funded service from the WA DoC.
11. To enable WA to transition all specialist disability funding into the scheme by the end of the transition period, the Parties agree to transition clients of existing disability services as seamlessly as possible, with streamlined eligibility and intake.
12. The Parties agree that dealing with unmet need during the transition period is an important part of this Agreement and the participant transition schedule includes the capacity for other participants to access the scheme including:
  - a. people not previously accessing any Western Australian specialist disability supports;
  - b. people currently accessing Commonwealth specialist disability or aged care supports; and
  - c. new incidence of disability.
13. Based on clauses 5-10 above, the agreed annual participant intake for the period 2017-18 to 2019-20 is outlined at Tables 1-4 below:

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

**Table 1:** Agreed 2017-18 Participant Intake– NDIA Perth Hills trial and trial expansion sites (end period)

<b>Client Cohort</b>	<b>2017-18 Q1</b>	<b>2017-18 Q2</b>	<b>2017-18 Q3</b>	<b>2017-18 Q4</b>	<b>2017-18 Total</b>
Supported Accommodation	28	28	28	28	<b>112</b>
Block-funded	90	90	90	90	<b>360</b>
Other Existing State Clients	134	134	134	134	<b>535</b>
<b>Sub-total Existing State clients</b>	<b>252</b>	<b>252</b>	<b>252</b>	<b>252</b>	<b>1,007</b>
New and Other Commonwealth Participants	149	149	242	242	<b>781</b>
<b>Total Intake</b>	<b>401</b>	<b>401</b>	<b>494</b>	<b>494</b>	<b>1,788</b>
<b>Total Cumulative Intake<sup>1</sup></b>	<b>4,179</b>	<b>4,579</b>	<b>5,073</b>	<b>5,566</b>	

Note: Discrepancies in totals are due to rounding

<sup>1</sup>Includes 3,778 participants carried forward from NDIA trial sites.

**Table 2:** Agreed 2017-18 Participant Intake – WA NDIS trial and trial expansion sites, Kimberley-Pilbara and the remaining population of South Metro (end period)

<b>Client Cohort</b>	<b>2017-18 Q1</b>	<b>2017-18 Q2</b>	<b>2017-18 Q3</b>	<b>2017-18 Q4</b>	<b>2017-18 Total</b>
Supported Accommodation	31	81	81	27	<b>219</b>
Block-funded	41	883	795	265	<b>1,983</b>
Other Existing State Clients	711	404	720	240	<b>2,076</b>
<b>Sub-total Existing State clients</b>	<b>783</b>	<b>1,367</b>	<b>1,596</b>	<b>532</b>	<b>4,278</b>
New and Other Commonwealth Participants	476	336	275	69	<b>1,156</b>
<b>Total Intake</b>	<b>1,259</b>	<b>1,703</b>	<b>1,871</b>	<b>601</b>	<b>5,434</b>
<b>Total Cumulative Intake<sup>1</sup></b>	<b>4,537</b>	<b>6,240</b>	<b>8,111</b>	<b>8,711</b>	

Note: Discrepancies in totals are due to rounding

<sup>1</sup>Includes 3,278 participants carried forward from WA government run trial sites.

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

**Table 3: Agreed 2018-19 Participant Intake - NDIA (end period)**

<b>Client Cohort</b>	<b>2018-19 Q1</b>	<b>2018-19 Q2</b>	<b>2018-19 Q3</b>	<b>2018-19 Q4</b>	<b>2018-19 Total</b>
Supported Accommodation	-	198	198	-	<b>395</b>
Block-funded	-	703	703	703	<b>2,108</b>
Other Existing State Clients	400	410	410	2,323	<b>3,544</b>
<b>Sub-total Existing State clients</b>	<b>400</b>	<b>1,310</b>	<b>1,310</b>	<b>3,026</b>	<b>6,047</b>
New and Other Commonwealth Participants	114	950	950	909	<b>2,922</b>
<b>Total Intake</b>	<b>514</b>	<b>2,260</b>	<b>2,260</b>	<b>3,935</b>	<b>8,969</b>
<b>Total Cumulative Intake<sup>1</sup></b>	<b>14,791</b>	<b>17,051</b>	<b>19,311</b>	<b>23,246</b>	

Note: Discrepancies in totals are due to rounding.

<sup>1</sup>Includes 14,277 NDIA and WA NDIS participants carried forward from 2017-18.

**Table 4: Agreed 2019-20 Participant Intake – NDIA (end period)**

<b>Client Cohort</b>	<b>2019-20 Q1</b>	<b>2019-20 Q2</b>	<b>2019-20 Q3</b>	<b>2019-20 Q4</b>	<b>2019-20 Total</b>
Supported Accommodation	397	397	-	-	<b>793</b>
Block-funded	763	763	763	-	<b>2,290</b>
Other Existing State Clients	2,638	315	1,784	1,784	<b>6,521</b>
<b>Sub-total Existing State clients</b>	<b>3,798</b>	<b>1,475</b>	<b>2,547</b>	<b>1,784</b>	<b>9,604</b>
New and Other Commonwealth Participants	1,617	1,604	1,512	1,512	<b>6,246</b>
<b>Total Intake</b>	<b>5,415</b>	<b>3,079</b>	<b>4,060</b>	<b>3,297</b>	<b>15,851</b>
<b>Total Cumulative Intake<sup>1</sup></b>	<b>28,661</b>	<b>31,741</b>	<b>35,800</b>	<b>39,097</b>	

Note: Discrepancies in totals are due to rounding.

<sup>1</sup>Includes 23,246 participants carried forward from 2018-19.

14. Should the cumulative number of active participants underpinning Tables 1-4 be reached prior to the end of a quarter, any additional participants will be prioritised into the NDIS in the following quarter.

15. The total estimated annual intake of participants (with approved plans), is outlined in Table 5 below:

**Table 5: Total estimated annual intake of participants (2017-18 to 2019-20)**

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

<b>Client Cohort</b>	<b>Trial</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>Total</b>
Existing State clients	4,729	5,285	6,047	9,604	<b>25,665</b>
New and Other Participants	2,327	1,937	2,922	6,246	<b>13,432</b>
Total Intake	<b>7,056</b>	<b>7,222</b>	<b>8,969</b>	<b>15,851</b>	<b>39,097</b>
<b>Total Cumulative Intake<sup>1</sup></b>	<b>7,056</b>	<b>14,277</b>	<b>23,246</b>	<b>39,097</b>	

Note: Discrepancies in totals are due to rounding.

16. The estimated number of people who turn 65 and choose to remain in the scheme, for which the Commonwealth is fully responsible, is outlined at Table 6 and Table 7 below, and are in addition to the number of participants outlined at Table 5 above:

**Table 6:** Agreed Number of People Aged 65 and Over (2017-18) – WA DoC

<b>Client Cohort</b>	<b>2017-18</b>
Cumulative Participants Aged 65 and Over	245

**Table 7:** Agreed Number of People Aged 65 and Over (2017-18 to 2019-20) – NDIA

<b>Client Cohort</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Cumulative Participants Aged 65 and Over	175	856	1,580

17. For the period 2020-21 to 2022-23, the NDIS will provide additional capacity, as outlined in Table 8 below. These participants will phase evenly over the year, unless otherwise agreed by WA, the Commonwealth and the NDIA.

**Table 8:** Additional NDIS capacity from 2020-21 to 2022-23

<b>Client Cohort</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
Additional capacity	2,944	2,948	2,952
Total cumulative capacity	<b>42,041</b>	<b>44,989</b>	<b>47,941</b>

18. The agreed participant intake does not include an allowance for replacing participants who exit the scheme, or turn 65 and become the full funding responsibility of the Commonwealth.

19. In setting the WA funding cap for 'new' participants, the Commonwealth and WA agree to set the WA funding cap for 'new' participants at the number of Commonwealth-only clients plus an allowance for unmet need, excluding 'churn/newly eligible'. The Commonwealth and WA could then agree to direct the NDIA to identify the number of participants during the transition phase who have either left the scheme or have aged in the scheme; and identify the level of

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

additional 'new' participants (over and above the WA funding cap for 'new' participants) who can be brought into the scheme. These additional new participants will be included in the scheme without an additional funding contribution from WA.

20. To facilitate the smooth transition of participants into the NDIS, the NDIA will commence Local Area Coordination functions six months in advance of the scheduled phasing of a service district.
21. The Parties agree to provide appropriate available data to the NDIA six months prior to the commencement of transition, to support the transfer of clients to the NDIS and consistent with Schedule E to this Agreement.
22. The Parties agree that the estimates in these tables will be monitored or reviewed as necessary in light of transition experience.

## **Appendix A**

# **Western Australian Service Regions by Local Government Authority**

### **Central North Metro**

Cambridge  
Claremont  
Cottesloe  
Mosman Park  
Nedlands  
Peppermint Grove  
Perth  
Stirling  
Subiaco  
Vincent

### **Central South Metro**

Cockburn  
East Fremantle  
Fremantle  
Kwinana  
Melville  
South Perth

### **North Metro**

Joondalup  
Wanneroo

### **North East Metro**

Bassendean  
Bayswater  
Kalamunda  
Mundaring  
Swan

### **South East Metro**

Belmont  
Canning  
Gosnells  
Victoria Park

### **South Metro**

Armadale  
Mandurah  
Murray  
Rockingham  
Serpentine-Jarrahdale

### **Kimberley-Pilbara**

Ashburton  
Broome  
Derby – West Kimberley  
East Pilbara  
Halls Creek

Karratha  
Port Hedland  
Wyndham – East Kimberley

### **Midwest - Gascoyne**

Carnamah  
Carnarvon  
Chapman Valley  
Coorow  
Cue  
Exmouth  
Greater Geraldton  
Irwin  
Meekatharra  
Mingenew  
Morawa  
Mount Magnet  
Mullewa  
Murchison  
Northampton  
Perenjori  
Sandstone  
Shark Bay  
Three Springs  
Upper Gascoyne  
Wiluna  
Yalgoo

### **Wheatbelt**

Beverley  
Boddington  
Brookton  
Bruce Rock  
Chittering  
Corrigin  
Cuballing  
Cunderdin  
Dalwallinu  
Dandaragan  
Dowerin  
Dumbleyung  
Gingin  
Goomalling  
Kellerberrin  
Kulin  
Kondinin Koorda  
Lake Grace  
Merredin  
Moora  
Mount Marshall  
Mukinbudin

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

Narembeen

Narrogin

Northam

Nungarin

Pingelly

Quairading

Tammin

Toodyay

Trayning

Victoria Plains

Wagin

Wandering

West Arthur

Westonia

Wickepin

Williams

Wongan-Ballidu

Wyalkatchem

Yilgarn

York

Ngaanyatjarraku

Ravensthorpe

**South West**

Augusta-Margaret River

Boyup Brook

Bridgetown-Greenbushes

Bunbury

Busselton

Capel

Collie

Dardanup

Donnybrook-Balingup

Harvey

Manjimup

Nannup

Waroona

**Great Southern**

Albany

Broomehill-Tambellup

Cranbrook

Denmark

Gnowangerup

Jerramungup

Katanning

Kent

Kojonup

Plantagenet

Woodanilling

**Goldfields-Esperance**

Coolgardie

Dundas

Esperance

Kalgoorlie-Boulder

Laverton

Leonora

Menzies

## **Schedule B**

# **Financial Contributions for Transition in Western Australia**

1. This schedule is to be read in conjunction with:
  - a. Schedule A: Participant Transition Arrangements in Western Australia (WA);
  - b. Schedule C: Cross Billing and Budget Neutrality Arrangements in WA; and
  - c. Schedule D: Continuity of Support Arrangements in WA.
  - d. Schedule I: Transfer of WA NDIS authority sites to the National Disability Insurance Agency (NDIA).
  - e. Funding mechanism agreement between the Commonwealth Department of Social Services and State and Territory officials (via the Senior Officials Working Group).

### **Funding Arrangements for the National Disability Insurance Agency**

2. This schedule covers roles and responsibilities for funding the NDIA. Roles and responsibilities for funding NDIS sites administered by the WA government are outlined at Schedule I: Transition of WA NDIS authority sites to the National Disability Insurance Agency (NDIA).
3. The Parties agree that for the period 2017-18 to 2019-20, the Commonwealth is responsible for:
  - a. an agreed, fixed per client contribution for NDIS participants under the age of 65 (Indigenous Australians under the age of 50), that amounts to 40.6 per cent of agreed package costs;
  - b. meeting 100 per cent of costs for participants 65 years and over (Indigenous Australians over the age of 50);
  - c. Information Linkages and Capacity Building costs;
  - d. meeting 100 per cent of NDIA administration costs from 1 December 2017;
  - e. meeting 100 per cent of agreed WA NDIS administration costs from 1 July 2018 to 31 December 2018 for WA NDIS participants who are yet to be transferred to the NDIA; and
  - f. meeting 100 per cent of the risk of cost overruns from higher participant numbers and/or higher average package costs.
4. The Parties agree that, for the period 2020-21 to 2022-23, the Commonwealth is responsible for:
  - a. providing a minimum contribution for NDIS participants under the age of 65, that amounts to 50 per cent of agreed package costs for:

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

- i. 39,488 participants in 2020-21;
    - ii. 39,883 participants in 2021-22; and
    - iii. 40,282 participants in 2022-23.
  - b. meeting 100 per cent of costs for participants 65 years and over (Indigenous Australians over the age of 50) and NDIA operational and administration costs (including Information Linkages and Capacity Building);
  - c. meeting 50 per cent of the agreed package costs for participants numbers over those set out in clause 4(a) up to:
    - i. 46,997 participants in 2020-21;
    - ii. 47,467 participants in 2021-22; and
    - iii. 47,941 participants in 2022-23.
  - d. meeting 100 per cent of the risk of cost overruns from higher participant numbers beyond the levels outlined in clause 4(c) above, and 100 per cent of the risk of cost overruns from higher average package costs.
5. The Parties agree that, for the period 2017-18 to 2019-20, WA is responsible for an agreed, fixed per client contribution for NDIS participants under the age of 65 (Indigenous Australians under the age of 50), that amounts to 59.4 per cent of agreed package costs.
6. The Parties agree that WA will meet 100 per cent of agreed National Disability Insurance Agency (NDIA) administration costs from 1 July 2017 until 30 November 2017.
7. The Parties agree that, for the period 2020-21 to 2022-23, WA will be responsible for:
  - a. providing a minimum contribution for NDIS participants under the age of 65, that amounts to 50 per cent of agreed package costs for:
    - i. 39,488 participants in 2020-21;
    - ii. 39,883 participants in 2021-22; and
    - iii. 40,282 participants in 2022-23.
  - b. meeting 50 per cent of the package costs of higher participant numbers, up to:
    - i. 46,997 participants in 2020-21;
    - ii. 47,467 participants in 2021-22; and
    - iii. 47,941 participants in 2022-23.

**Funding Mechanism: 2017-18 to 2019-20**

8. Table 1 details the estimated contribution to package costs of WA and the Commonwealth for the period 2017-18 to 2019-20. The agreed funding contribution by client cohort reflects an average estimated funding contribution and not the cost of individualised plans. The weighted average funding contribution is based on the entire WA population under 65 that is expected to transition to the NDIS and, therefore, is not representative of the expected average package cost at any point in time during the transition period.

**Table 1:** Agreed annualised funding contribution to the NDIS per participant, by service type

	2017-18 (\$)	2018-19 (\$)	2019-20 (\$)
Supported Accommodation	230,000	239,890	250,205
Block funded only	19,640	20,770	22,103
Other Existing	44,163	46,062	48,043
Residential Aged Care	90,036	93,907	97,945
New and Other Participants <sup>1</sup>	19,640	20,770	22,103
<b>Weighted Average</b>	<b>41,383</b>	<b>43,163</b>	<b>45,019</b>

<sup>1</sup>Other Participants include people currently receiving support from a Commonwealth Home Care package.

9. The Parties agree that WA will contribute funding on a monthly basis in arrears, based on the actual number of existing clients (including trial participants) and new and other participants entering the NDIS each month, multiplied by the agreed per client funding contribution. The number of existing and new or other participants who will enter into the scheme during transition and the sequencing is detailed in Schedule A: Participant Transition Arrangements in Western Australia.

10. WA is contributing its existing available funding for specialist and other disability services and supports, therefore:

- a. WA contributions are based on the actual intake of existing clients who have transitioned to the NDIS;
- b. WA contributions are based on an agreed per client funding contribution for different cohorts, and may increase or decrease based on actual participant intake;
- c. the agreed per participant funding contribution for different cohorts, is a weighted cost based on a full scheme national average cost per participant;

- d. WA contributions for participants are limited to the quarterly intake of existing and the quarterly Intake of new and other participants, as outlined in Schedule A of this Agreement; and
  - e. for the purpose of WA making a contribution, a participant is assessed as having transitioned to the NDIS in WA at the time of plan approval.
11. Western Australia will allow sufficient unspent cash for the Perth Hills trial, and Perth Hills trial expansion sites, net of any funding required for WA to support NDIA administration during 2017-18, to remain in the scheme to meet Western Australia's contribution to the ongoing cash ceiling outlined below.
  12. The Parties agree that, in line with the Parties' respective funding contributions set out in clause 3 above, the NDIA is responsible for funding all support costs associated with the plan once a participant has an approved plan in place.
  13. From 1 July 2018 to 31 December 2018, WA will be entitled to a discount on their contribution to the NDIS, equal to 40.6 per cent of agreed package costs for all WA NDIS participants who are yet to transfer to the NDIA, less the agreed value of intergovernmental repayments for these participants.
  14. The anticipated phasing means that the expected average cost during transition will not equate to the full scheme national average. The indicative average cost of participants during transition is outlined in Table 2.

**Table 2:** Estimated annualised funding contribution to NDIS package costs for participants under the age of 65 at the end of the financial year – NDIA

	2017-18 (\$)	2018-19 (\$)	2019-20 (\$)
Weighted Average Package Cost during transition <sup>1</sup>	44,608	43,965	46,166

<sup>1</sup>The average funding contribution is based on the agreed transition arrangements as outlined at Schedule A: Participant Transition Arrangements in WA, and therefore does not reflect the expected long term average funding contribution

15. As WA will contribute funding on a monthly basis in arrears during transition, the Commonwealth may need to make earlier cash contributions to address any cash flow issues associated with this arrangement. The Commonwealth will ensure that the NDIA has access to cash equivalent to a floor of one month of agreed annual funding contributions for participants in the scheme at the end of the previous month less in-kind contributions for the participants in the scheme. These early payments, if made by the Commonwealth to address cash flow issues, will be offset against later payments once cash has built in the scheme and before the end of the financial year in which they are made. At the end of transition WA will pay all outstanding contributions for the transition period.
16. The Parties will allow cash to build up in the scheme up to a ceiling. The cash ceiling will be equivalent to three months of total agreed annualised funding contributions in respect of those participants in the scheme with an approved plan as at the end of each month. Calculations of the cash ceiling will be updated each month by the NDIA. Where the level of cash that has built in the scheme approaches the cash ceiling, contributions by the parties will be limited to the level of the cash ceiling, as calculated at the end of that month.

17. The Parties agree that cash that builds in the scheme can be used by the NDIA to manage cash flow risks and to manage costs back to the agreed total funding, if commitments in plans are higher than expected. If costs cannot be managed back to the agreed total funding then, consistent with the responsibilities in clauses 3 to 7, the Commonwealth will work with other parties, including the NDIA, to develop agreed mitigation proposals which could include changes to participant phasing arrangements to allow the Commonwealth to supplement the NDIA so that it can meet its commitments.

18. The NDIA will issue all invoices within 15 days of the end of every month. WA will pay all invoices issued by the NDIA within 30 days of the end of each month. This allows for sufficient time for the NDIA to calculate an invoice based on actual participant numbers, and for WA and the Commonwealth to agree the value of the invoice. The estimated funding contribution from WA is outlined at Table 3, subject to the participant phasing in Schedule A and the agreed annualised funding contribution in Table 1 above:

**Table 3:** Estimated WA funding contribution (2017-18 to 2019-20) - NDIA

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)	<b>Total (\$m)</b>
Existing State participants	97.6	382.3	721.8	<b>1,201.6</b>
New and other Commonwealth participants, including Residential Aged Care	25.0	74.3	151.7	<b>251.1</b>
Budget neutral adjustment <sup>1</sup>	-	-	33.2	<b>33.2</b>
<b>Estimated WA contribution<sup>2</sup></b>	<b>122.6</b>	<b>456.6</b>	<b>906.7</b>	<b>1,486.0</b>

<sup>1</sup>As outlined in Schedule C: Cross Billing and Budget Neutrality Arrangements in WA

<sup>2</sup>WA's contribution is based on the actual intake of clients multiplied by the agreed per client funding contribution and therefore may be lower than the estimated total contribution outlined in this table.

19. The estimated financial contribution from the Commonwealth is outlined at Table 4:

**Table 4:** Estimated Commonwealth funding contribution (2017-18 to 2019-20) - NDIA

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)	<b>Total (\$m)</b>
Existing State participants	66.6	261.1	492.9	<b>820.6</b>
New and other Commonwealth participants, including Residential Aged Care	17.1	50.8	103.6	<b>171.5</b>
Participants over the age of 65	7.0	35.0	79.6	<b>121.6</b>
Budget neutral adjustment	-	-	-33.2	<b>-33.2</b>
<b>Estimated Total Commonwealth contribution<sup>1</sup></b>	<b>90.7</b>	<b>346.8</b>	<b>643.0</b>	<b>1,080.5</b>

<sup>1</sup>Does not include administration and other costs not associated with a participants plan. The Commonwealth's contribution is based on the actual intake of clients multiplied by the agreed per client funding contribution and therefore may be higher or lower than the estimated total contribution outlined in this table.

**Funding Mechanism: 2020-21 to 2022-23**

20. Table 5 details the WA's estimated minimum contribution to package costs for the period 2020-21 to 2022-23.

**Table 5:** WA funding contribution (2020-21 to 2022-23)

	2020-21 (\$m)	2021-22 (\$m)	2022-23 (\$m)	<b>Total (\$m)</b>
Estimated WA minimum contribution	900.1	924.9	950.1	<b>2,775.1</b>
Budget Neutral Adjustment <sup>1</sup>	34.4	35.6	36.8	<b>106.8</b>
<b>Total WA contribution<sup>2</sup></b>	<b>934.5</b>	<b>960.5</b>	<b>986.9</b>	<b>2,881.9</b>

<sup>1</sup>As outlined in Schedule C. Cross Billing and Budget Neutrality Arrangements in WA

<sup>2</sup>Excludes WA's contribution to higher participant numbers

21. WA's minimum contribution will be:

- a. paid quarterly in advance on the first day of each quarter; and
- b. adjusted to reflect ongoing changes the level of inflation applied to the national NDIS full scheme annual average package cost in line with economic indicators, as issued by the Commonwealth Treasury.

22. Following the release of each Commonwealth Budget and Mid-Year Economic and Fiscal Outlook, the Commonwealth will provide WA with an update to its minimum contribution levels, based on the following methodology:

- a. For 2020-21, the minimum contribution will be<sup>1</sup>:

$$\left( \$45,019 + \frac{2023-24 \text{ annual average package cost} - \$45,019}{4} \right) \times 39,292 \times 50\%$$

- b. For 2021-22, the minimum contribution will be<sup>1</sup>:

$$\left( \$45,019 + \frac{2023-24 \text{ annual average package cost} - \$45,019}{2} \right) \times 39,685 \times 50\%$$

- c. For 2022-23, the minimum contribution will be<sup>1</sup>:

$$\left( \$45,019 + \frac{3 \times (2023-24 \text{ annual average package cost} - \$45,019)}{4} \right) \times 40,082 \times 50\%$$

23. Should WA be required to contribute additional funding, as outlined in clause 10(b) above, WA contributions will be provided to the NDIA in line with clause 9 above, with the agreed per client funding contribution based on the average package cost outlined in clause 21.

#### **Intergovernmental Payments**

24. The Parties agree that the Intergovernmental payments currently provided by the Commonwealth to WA for the purpose of providing disability services to individuals should be paid to the NDIA on behalf of the Commonwealth by WA, in line with clients transitioning to the NDIS.

25. Intergovernmental payments include:

- a. the National Disability Specific Purpose Payment (NDSPP);
- b. the relevant portion of payments made under the National Partnership Agreement on Pay Equity for the Social and Community Services Sector (SACS NP);
- c. payments under the National Partnership on Home and Community Care (HACC); and
- d. payments under Cross-billing arrangements for Indigenous Australians aged 50 to 64 years in specialist disability services as set out in Schedule C: Cross Billing and Budget Neutrality Arrangements in WA.

26. The Parties agree that:

- a. repayment of the above Intergovernmental Payments will be calculated based on the actual number of existing state specialist disability clients that transfer

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<sup>1</sup> The calculation within the brackets equals the average package cost for the relevant year, with the number immediately following the brackets equal to the estimated full year equivalent number of NDIS participants in WA.

to the NDIS, with payments arrangements consistent with clause 9 above;  
and

- b. WA will provide the Budget Neutral Adjustment to the Commonwealth as an additional payment, to be provided in even monthly instalments to the NDIA over the transition period, as outlined in Schedule C: Cross Billing and Budget Neutrality Arrangements in WA.

27. The Parties agree that, from 1 July 2020, the Commonwealth will no longer provide Intergovernmental payments to WA relating to specialist disability services.

28. The agreed annualised repayment by client cohort for each Intergovernmental payment is outlined at Table 6:

**Table 6:** Annualised Repayment of Intergovernmental payments for NDIS participants

	2017-18 (\$)	2018-19 (\$)	2019-20 (\$)
Supported Accommodation	37,756	34,529	36,683
Block only funding	3,224	2,990	3,241
Other Existing WA clients	7,250	6,630	7,044
<b>Weighted Average<sup>1</sup></b>	<b>8,395</b>	<b>7,690</b>	<b>8,188</b>

<sup>1</sup>The reduction in the annualised repayment level from 2017-18 to 2018-19 is due to the transition of roles and responsibilities under the 2011 National Health Reform Agreement, and its associated impact on Commonwealth payments to WA for disability services.

29. The estimated repayment of Intergovernmental payments is outlined at Table 7:

**Table 7:** Estimated On-repayment of Commonwealth Intergovernmental payments for participants – NDIA

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)
Repayment of Commonwealth Intergovernmental payments	27.0	92.6	178.1
Budget Neutral Adjustment, via NDSPP <sup>1</sup>	-	32.1	-
<b>Total</b>	<b>27.0</b>	<b>124.7</b>	<b>178.1</b>

<sup>1</sup>Additional repayment of the NDSPP as outlined in Schedule C: Cross-Billing and Budget Neutrality Arrangements in Western Australia.

### **Cash and In-Kind Contributions**

30. The Parties agree to work towards minimising in-kind contributions to the NDIS by the end of 2019-20 to the greatest extent possible, and where possible cash out in-kind programs to accelerate the transition from in-kind services to cash contributions. The Parties agree that where it is not possible to cash out programs before they transition to the NDIS, they will:

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

- a. ensure that contracts with providers can be adjusted to facilitate the cashing out of programs once the transition to the scheme has commenced; and
- b. consider whether the remainder of the contract can be novated to the NDIA.

31. In-kind contributions for the period 2017-18 to 2019-20 will be based on the agreed current cost of delivering the services. From 1 July 2020, in-kind contributions will be at the NDIA price.

32. The estimated Commonwealth cash and in-kind contribution is outlined at Table 8:

**Table 8:** Commonwealth cash and In-kind contributions – NDIA

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)
In-kind: Contenance Aids Payment Scheme	0.3	0.9	2.0
In-kind: Disability Employment Assistance: Australian Disability Enterprises	4.3	10.0	20.5
In-kind: Hearing Services Program	0.7	2.6	5.0
In-kind: Partners In Recovery	0.5	2.4	-
In-kind: Support for Day to Day Living in the Community	-	0.1	-
In-kind: Younger Onset Dementia Key Worker Program	-	-	-
In-kind: Younger People In Aged Care	4.1	-	-
<b>Total Commonwealth In-kind Contribution</b>	<b>9.8</b>	<b>16.0</b>	<b>27.4</b>
Cash – Repayment of Intergovernmental Payments to the NDIA by WA	27.0	124.7	178.1
Cash	53.9	206.2	470.7
Budget Neutral Adjustment	-	-	-33.2
<b>Total Commonwealth Cash Contribution</b>	<b>80.9</b>	<b>330.8</b>	<b>615.5</b>
<b>Total Commonwealth Contribution</b>	<b>90.7</b>	<b>346.8</b>	<b>643.0</b>

" represents an amount of less than \$50,000.

33. The Parties agree the total WA contribution outlined at Table 9. The total WA in-kind contribution will be up to the amounts provided in Table 9. Detailed in-kind supports will be agreed separately by 31 March 2018 as a revision to this Schedule:

**Table 9:** WA cash and in-kind contributions - NDIA

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)
<b>Total WA In-kind Contribution</b>	<b>20.3</b>	<b>77.3</b>	<b>143.5</b>
Cash	102.3	379.3	730.0
Budget Neutral Adjustment	-	-	33.2
<b>Total WA Cash Contribution</b>	<b>102.3</b>	<b>379.3</b>	<b>763.2</b>
<b>Total WA Contribution</b>	<b>122.6</b>	<b>456.6</b>	<b>906.7</b>

## **Schedule C**

# **Cross-Billing and Budget Neutrality Arrangements in Western Australia**

1. This Schedule is to be read in conjunction with:
  - a. Schedule A: Participant Transition Arrangements in Western Australia;
  - b. Schedule B: Financial Contributions for Transition in Western Australia;
  - c. Schedule D: Continuity of Support Arrangements in Western Australia;
  - d. The Intergovernmental Agreement on Federal Financial Relations; and
  - e. Bilateral Agreement between the Commonwealth and Western Australia for the Transition of Responsibilities for Aged Care and Disability Services.
2. The Parties agree that the roles and responsibilities outlined in Schedule F of the *National Health Reform Agreement* will be implemented in Western Australia (WA) from 1 July 2018. The Commonwealth will have financial responsibility for aged care and specialist disability services for older people aged 65 years and over (and Indigenous Australians aged 50 years and over). In addition, the Commonwealth will progressively take over service delivery responsibility for specialist, non-National Disability Insurance Scheme (NDIS) disability services for older people as the NDIS in WA continues to rollout.
3. WA will have financial responsibility for disability and aged care services for people aged under 65 years (Indigenous Australians aged under 50), until such time as those people transition to the NDIS. This Schedule does not change existing WA Government responsibilities outside the scope of these services, including health and hospital services and the supply of aids and equipment to people not eligible for the NDIS in WA. This includes retaining responsibility for aids and equipment for older clients transitioning from WA programs to the Commonwealth Continuity of Support Program.
4. This schedule covers the cross-billing arrangements for transition in 2018-19 and 2019-20 financial years. Budget neutrality arrangements will continue beyond 2019-20.
5. The Parties agree that the change in roles and responsibilities will be made cost neutral as at 1 July 2018 through a Budget Neutral Adjustment payment.

### **Cross-billing**

#### Younger People in Commonwealth Residential Aged Care and Home Care Packages

6. WA agrees to pay the Commonwealth for the estimated costs of younger people aged under 65 (Indigenous Australians aged under 50 years) in residential aged care and Home Care Packages for the period 2018-19 to 2019-20, until such time as those people transition to the NDIS.

7. The agreed amount that WA will pay the Commonwealth will be calculated by multiplying the agreed number of younger people in residential aged care and Home Care Packages by an agreed average unit cost for each of these services, with:
- a. the agreed average unit cost calculated by growing the estimated unit cost for 2018-19 by 3.5 per cent per annum;
  - b. the agreed number of younger people each year is equal to the number of Younger People in Residential Aged Care and Home Care Packages identified in 2018-19 to 2019-20 less the number of younger people that are estimated to transition to the NDIS (or that have otherwise exited), as outlined in Schedule A: Participant Transition Arrangements in WA; and
  - c. where a younger person transitions during the year, part year effects are taken into account.
8. The agreed unit costs for cross-billing are outlined at Table 1:

**Table 1:** Agreed Cross-billing Unit Costs

Cohort	2018-19 (\$)	2019-20 (\$)
Younger People in Residential Aged Care	80,604	83,425
Younger People with Home Care Packages	37,475	38,786

9. The agreed number of people subject to Cross-billing arrangements is outlined at Tables 2 and 3:

**Table 2:** Cross-billing Population (at 30 June)

Cohort	2018-19	2019-20
Younger People in Residential Aged Care	191	0
Younger People with Home Care Packages	93	0

**Table 3:** Cross-billing Population (full year equivalent)

Cohort	2018-19	2019-20
Younger People in Residential Aged Care	234	48
Younger People with Home Care Packages	116	42

10. The agreed WA cross-billing payment to the Commonwealth for younger people in Aged Care is outlined at Table 4, and is the product of multiplying Tables 1 and 3.

**Table 4:** Total WA Cross-billing contributions

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

<b>Cohort</b>	<b>2018-19 (\$m)</b>	<b>2019-20 (\$m)</b>
Younger People in Residential Aged Care	18.8	4.0
Younger People with Home Care Packages	4.4	1.6
<b>Total WA Contribution</b>	<b>23.2</b>	<b>5.6</b>

Older People in State Specialist Disability Services

11. The Commonwealth agrees to pay WA for the cost of delivering specialist disability services to Older People (aged 65 years and over, or Indigenous Australians aged 50 and over), less:
  - a. the agreed amount of funding provided to WA through the National Disability Specific Purpose Payment (NDSPP) for Older People in State Specialist Disability Services; and
  - b. the agreed amount of funding provided to WA through the National Partnership Agreement on Pay Equity for the Social and Community Services Sector for Older People in State specialist disability services, subject to the agreement of that National Partnership.
12. The total agreed amount that the Commonwealth will pay WA will be calculated by growing the estimated cost of Specialist Disability Services for 2018-19 by 3.5 per cent per annum
13. By 30 June 2018, WA will provide the Commonwealth individualised data and costs on all people expected to transition to the Commonwealth Continuity of Support Programme.

**Table 5:** Total Commonwealth Cross-billing Contributions to WA

<b>Cohort</b>	<b>2018-19 (\$m)</b>	<b>2019-20 (\$m)</b>
Older People in Specialist Disability Services (Aged 65 and Over)	22.7	23.5
Older People in Specialist Disability Services (Indigenous Australians Aged 50-64)	4.6	4.7
<b>Total Commonwealth Contribution</b>	<b>27.2</b>	<b>28.2</b>

14. As the Commonwealth is progressively taking administrative responsibility for Older People in non-NDIS specialist disability services, WA will repay the Commonwealth the costs associated with older people who transition to Commonwealth Continuity of Support Programme.

15. Where an Indigenous Australian aged 50-64 transitions as a participant of the NDIS, WA will repay funding to the NDIA, as a Commonwealth contribution, as outlined in Schedule B: Financial Contributions for Transition in Western Australia.

#### **Funding Arrangements**

16. The funding arrangements for Cross-billing will be consistent with the NDIS, as outlined in Schedule B: Financial Contributions for Transition in Western Australia, with:
- a. WA payments to the Commonwealth for Younger People in Residential Aged Care and Home Care Packages to be provided on a monthly basis in arrears based on the actual number of people who have yet to transition to the NDIS; and
  - b. contributions from WA capped at the total estimated value of older people in State Specialist Disability Services and Younger People in Residential Aged Care and Home Care Packages, as at 30 June 2018, grown by 3.5 per cent per annum.
17. Parties agree that all cross-billing payments will cease on 30 June 2020.

#### **Budget Neutral Adjustment**

18. The Parties agree that during transition a Budget Neutral Adjustment is calculated for 2018-19 to offset the additional cost to the Commonwealth of net additional financial responsibilities taken on as part of the Bilateral Agreement between the Commonwealth and WA on Transitioning Responsibilities for Aged Care and Disability Services (i.e. the additional cost to the Commonwealth of Home and Community Care (HACC) for older people, and the cost of specialist disability services for older people including specialist disability services transitioning to the Commonwealth Home Support Programme, less the costs of responsibilities transferred to WA for younger people in aged care).
19. The Parties agree that the Budget Neutral Adjustment is fixed at the 2018-19 amount and grows by 3.5 per cent per annum.
20. The Budget Neutral Adjustment over the period 2018-19 to 2019-20, which reflects a net contribution to the Commonwealth, is outlined in Table 6.

**Table 6:** Budget Neutral Adjustment to the Commonwealth:

	<b>2018-19 (\$m)</b>	<b>2019-20 (\$m)</b>
Younger People in Residential Aged Care <sup>1</sup>	-26.7	
Younger People in Home Care <sup>1</sup>	-6.2	
Older People in Specialist Disability Services	27.3	
HACC for Older people <sup>1</sup>	37.8	
<b>Budget Neutral Adjustment</b>	<b>32.1</b>	<b>33.2</b>

<sup>1</sup> For the purpose of calculating the BNA, the additional cost of HACC and the cost of Younger People in Aged Care are calculated at the assumed end point of 2017-18, following one full year of transition under a WA NDIS model.

21. The Parties agree that the Budget Neutral Adjustment will be reviewed for all components by 30 June 2018 in accordance with the Bilateral Agreement between the Commonwealth and WA on Transitioning Responsibilities for Aged Care and Disability Services in WA. This review will include an assessment of the entry and exit rates of clients in the Western Australian specialist disability system. Any changes following this review will be reflected as a revision to Table 6 and clause 22.
22. The Parties agree that for 2018-19 and 2019-20, WA will provide the Budget Neutral Adjustment to the NDIA as an additional re-payment of the National Disability Specific Purpose Payment (NDSPP) as outlined in Schedule B: Financial Contributions for Transition in Western Australia. Where the Budget Neutral Adjustment cannot be fully repaid from the NDSPP, the WA will make an additional contribution to the scheme.
23. As the NDSPP will have fully transitioned to the NDIS by the end of 2019-20, the parties agree that, from 1 July 2020, WA will increase its contribution to the NDIS to the NDIA by \$54.1 million per annum (indexed at 3.5 per cent per year).

## **Schedule D**

### **Continuity of Support Arrangements in Western Australia**

1. This Schedule is to be read in conjunction with:
  - a. Schedule A: Participant Transition Arrangements in Western Australia
  - b. Schedule B: Financial Contributions for Transition in Western Australia;
  - c. Schedule C: Cross-billing and budget neutrality arrangements in Western Australia; and
  - d. Bilateral Agreement between the Commonwealth and Western Australia for the Transition of Responsibilities for Aged Care and Disability Services.
2. The Parties agree that it is important that the roll out of the National Disability Insurance Scheme (NDIS) is managed so that people are not disadvantaged during the transition to the full roll out of the NDIS in Western Australia (WA).

#### **Continuity of Support: Definition and principles**

3. People with disability, their families and carers will be provided with continuity of support that will ensure that the support they receive once the NDIS is introduced will enable them to achieve similar outcomes to the outcomes they were aiming to achieve prior to the introduction of the NDIS.
4. The Parties agree that continuity of support will apply for people resident in an area or part of a cohort that is transitioning to the NDIS if:
  - a. they receive support but do not meet the NDIS access requirements set out in the NDIS Act 2013, or are receiving supports that do not meet the definition of reasonable and necessary support in the NDIS Act 2013; and
  - b. the funding for this support is attributed to a program/service, which will cease when the NDIS in WA is introduced.
5. The assistance provided to people through continuity of support will aim to support people to live as independently as possible by working with them to reduce their need for supports or to access supports from other systems, where appropriate. Where a person's support needs are reduced through capacity building work, or are met by other service systems, the assistance through continuity of support will be phased out.
6. The Parties agree that people with significant ongoing needs will be provided with assistance to prevent hardship where this would significantly undermine the person's wellbeing, or social and economic participation.
7. The types of assistance provided through continuity of support should be flexible because the assistance that best builds the person's capacity to live independently may be different from the supports the person was previously accessing. The flexibility could, for example, include up-front investments that assist people to live more independently. If a person receiving continuity of support is under 65 years

and has had a change in their circumstances and they may meet NDIS access/eligibility requirements, the person can make an access/eligibility request to the NDIA to become a participant at any time.

**Continuity of Support: People Aged 65 and Over and Indigenous People Aged 50 and Over**

8. The Parties agree that:
  - a. administrative responsibility for people aged 65 and over currently receiving specialist disability services will transfer to the Commonwealth by 30 June 2020; and
  - b. administrative responsibility for Indigenous people aged 50 and over currently receiving specialist disability services and ineligible to participate in the NDIS will also transfer to the Commonwealth by 30 June 2020.
9. The Parties agree that the Commonwealth will, in consultation with WA, determine the administrative arrangements for providing continuity of support for people aged 65 and over (Indigenous people aged 50-64) by 30 June 2018. In developing these arrangements, the Commonwealth and WA will confirm service delivery data.
10. In WA, it is estimated that a total of 951 older people currently receiving specialist disability services will transfer to Commonwealth administration. It is acknowledged by the parties that the actual number may vary from this estimate by the time of transfer. However the Parties agree to transfer all eligible people from WA to the Commonwealth on 1 July 2019.
11. The Parties agree that detailed planning of this transfer will be developed following finalisation of this Agreement, as part of the administrative arrangements agreed between WA and the Commonwealth for the transition of older people not eligible for the NDIS.
12. The participant estimate is the estimated number of existing participants in Western Australian-funded services that will require continuity of support arrangements and who are aged 65 and over (Indigenous people aged 50-64). If the actual number of people who require continuity of support arrangements and who are aged 65 and over (Indigenous people aged 50-64) exceeds the estimate, the Commonwealth will provide access to programs on the same basis as other people with a need for support who are aged 65 and over (Indigenous people aged 50-64).
13. The estimated cost to the Commonwealth of providing continuity of support for Older People currently in Western Australian specialist disability systems is outlined at Table 1.

**Table 1:** Estimated Cost – Continuity of Support for Older People

	2018-19 (\$m)	2019-20 (\$m)
Estimated cost of Continuity of Support for older people in Western Australian specialist disability services	0.0	31.8

14. If the actual cost to the Commonwealth of providing continuity of support for eligible clients exceeds the estimates at Table 1 above, the Commonwealth will provide access to programs on the same basis as other people with a need for support who are aged 65 and over (Indigenous people aged 50-64).

**Continuity of support: People aged under 65 and Indigenous people aged under 50**

15. The parties agree that:

- a. the Commonwealth will be responsible for administration arrangements for providing continuity of support to people under the age of 65, and under the age of 50 for Indigenous people, in receipt of Commonwealth administered disability programs/services; and
- b. WA will be responsible for administration arrangements for providing continuity of support to people under the age of 65, and under the age of 50 for Indigenous people, in receipt of Western Australian administered disability programs/services.

**Intergovernmental Payments**

16. Both parties agree that the intergovernmental payments provided by the Commonwealth to WA will be repaid to the Commonwealth as eligible older participants transfer to Commonwealth responsibility, adjusted for any part year effects consistent with funding arrangements outlined in Schedule B: Financial Contributions for Transition in Western Australia.

17. Intergovernmental payments include:

- a. the National Disability Specific Purpose Payment (NDSPP);
- b. the relevant portion of the National Partnership Agreement on Pay Equity for the Social and Community Services Sector (SACS NP); and
- c. Cross-billing arrangements for older people in specialist disability services aged 65 and over and Indigenous people aged 50-64 who are ineligible for the NDIS, as set out in Schedule C: Cross Billing and Budget Neutrality Arrangements in Western Australia.

18. Repayment of funding under the SACS NP is subject to the agreement of the relevant National Partnership.

**Funding Arrangements**

19. The funding arrangements for continuity of support will be consistent with the NDIS, as outlined in Schedule B: Financial Contributions for Transition in Western Australia, with repayments for Older People in Specialist Disability Services, to be provided on a monthly basis in arrears based the actual number of people who have left Western Australian specialist disability services. Detailed implementation arrangements for these repayments will be finalised as part of administrative arrangements, as outlined above.

20. The agreed funding contribution by client is outlined at Table 2 below:

**Table 2:** Annualised repayment Unit Costs for Continuity of Support clients

	2018-19 (\$)	2019-20 (\$)
Older People in Specialist Disability Services	38,217	39,551

21. The amount that WA will repay the Commonwealth is calculated by multiplying the number of older people estimated to be in Western Australian specialist disability services by the agreed average unit cost (Table 2). Where a person aged 65 and over transitions during the year, part year effects are taken into account.

22. Western Australian repayments to the Commonwealth will be based on the actual number of people that transition to Commonwealth responsibility. If the actual number of people that transition to Commonwealth responsibility exceeds that in clause 10 the repayment of Commonwealth costs by WA will not exceed the amount in Table 3.

23. However, if at the end of the transition period, the number of clients that transition is less than those estimated at clause 10, WA will still pay the expected repayment figures outlined in Table 3.

**Table 3:** Estimated repayment of Intergovernmental Payments

	2018-19 (\$m)	2019-20 (\$m)
Repayment of Intergovernmental Payments	0.0	31.8

**Cash and In-Kind Contributions**

24. The Parties agree that WA will not provide any in-kind services as part of WA's repayments to the Commonwealth as part of continuity of support arrangements.

## **Schedule E**

### **Sector and System Readiness in Western Australia**

1. The Parties agree that full scheme costs for the National Disability Insurance Scheme (NDIS) must be sustainable.
2. The Parties agree that transition arrangements will be managed so that providers, the workforce, individuals, the National Disability Insurance Agency (NDIA) and existing systems are prepared to operate in the NDIS system.
3. The Parties agree to recognise and support practical steps to support sector and system readiness.
4. The Parties recognise and support that to be able to meet the timeframes envisaged for processing access requests and developing plans under this Agreement, the NDIA will need:
  - a. access to data from governments and providers, that is in the form, and quality, required to support the transition of people in existing programs into the NDIS;
    - (i) including data from current programs that allows the NDIA and governments to understand the characteristics of clients and the support they receive, and to remove potential double counts for transitioning clients; and
  - b. to establish mechanisms to efficiently and effectively transfer information between the NDIA, stakeholders and providers that avoid regulatory burden on providers.
5. The Parties recognise and support that to be able to operate in the market-based system envisaged for the NDIS within the timeframes envisaged for transition under this Agreement, providers and participants will need to be ready to move to the NDIS system at the point of transition consistent with Schedule A. Participant Transition Arrangements in Western Australia.
  - a. for providers this means that they understand the costs of their business and are able to operate within a contestable environment and interact with NDIA system; and
  - b. for participants this means being ready to undertake goal-based planning and exercise control and choice over the supports they receive.
6. The Parties agree that funding and contracting arrangements will be used to build readiness in the following areas:
  - a. building participant capacity for choice and control;
  - b. developing the capacity of providers to participate in a more contestable market; and
  - c. workforce growth and development.

7. The Parties are committed to leveraging existing government investment in sector development activities and infrastructure and will work with the NDIA to determine how existing tools, resources and systems can be adopted or funded to support the NDIS where appropriate.
8. The Parties agree that they will facilitate the NDIA working with prospective participants and providers ahead of phasing in.
9. The Parties agree to monitor market, sector, participant, workforce and system readiness, including through:
  - a. monitoring the completeness and quality of data available to the NDIA about people in existing programmes who are due to transition into the NDIS;
  - b. with the NDIA, building a picture of provider characteristics, numbers, and capacities;
  - c. developing a mechanism to determine workforce requirements based on the population to phase in against reference packages;
  - d. monitoring the capacity of providers to recruit locally; and
  - e. using state and territory held information about regions to assist the NDIA with service and workforce mapping.
10. The Parties agree that these monitoring arrangements will take account of the challenges associated with rural and remote service delivery.
11. The Parties agree that these arrangements will be used to continually review market, sector, participant, workforce and system readiness to transition to the NDIS and that if this monitoring indicates significant concerns that put agreed transition arrangements at risk, then a strategy for addressing the issues will be developed.
12. The Parties agree that participants should not be put at risk and that the agreed strategy could include changes to the Schedule A: Participant Transition Arrangements in WA.

## **Schedule F**

### **Transition arrangements for Quality and Safeguards in Western Australia**

1. This schedule sets out quality and safeguards assurance arrangements during the transition to the National Disability Insurance Scheme (NDIS) in Western Australia (WA).
2. All governments agree that quality and safeguards are important to effectively support the phasing of a large number of participants into the NDIS, including vulnerable and high-need cohorts.

#### **National Framework for Quality and Safeguards**

3. WA will continue to work with the Commonwealth and jurisdictions on the implementation of a national NDIS Quality and Safeguarding Framework as endorsed by Council of Australian Governments (COAG) on 9 December 2016.
4. The Parties agree that existing WA and Commonwealth Government's quality and safeguards arrangements for programs or activities transitioning to the NDIS will continue to operate during transition to full scheme until such time as elements of a nationally consistent framework have been implemented.

#### **Transition arrangements**

5. The Parties agree that:
  - a. existing quality standards will be continued and strong safeguards will be maintained in WA until 30 June 2020 unless otherwise agreed;
  - b. existing WA quality systems will continue to operate for providers seeking to register with the NDIA to offer supports funded by the NDIS and existing safeguarding arrangements for participants, including existing approaches to the regulation of restrictive practices; and
  - c. existing WA quality systems will continue to operate for Commonwealth Continuity of Support Program clients aged 65 and over, not covered by Commonwealth provisions.
6. Table 1 sets out the quality and safeguarding arrangements that will be in place in WA during transition. This reflects current responsibilities and would be amended, subject to any transitional arrangements agreed by governments as part of transition to a national NDIS quality and safeguarding system.

*Bilateral Agreement between the Commonwealth and Western Australia for the transition to a  
National Disability Insurance Scheme in Western Australia*

**Table 1** – Quality and safeguard assurance arrangements during transition

	Applicable legislation	Quality standards	Accreditation and assurance processes	Complaints and investigation	Critical incident reporting	Regulation of the use of restrictive Practices
<b>Western Australian funded programs</b>	<p>Disability Services Act 1993</p> <p>Guardianship and Administration Act 1990</p> <p>State Records Act 2000</p> <p>Freedom of Information Act 1992</p> <p>Children and Community Services Act 2004</p> <p>Working with Children (Criminal Records Checking) Act 2004</p> <p>The Mental Health Act 2014</p>	<p>Disability Service Standards</p> <p>Other relevant state and Commonwealth standards including standards set via state-based policies and program guidelines.</p>	<p>Applicable state legislation or policy enforced via contract</p> <p>Including upfront and ongoing external quality evaluation</p> <p>Staff vetting via applicable legislation or legal requirements (e.g. contract)</p>	<p>Applicable state legislation or policy enforced via contract</p> <p>Health and Disability Services Complaints Office</p> <p>Ombudsmen</p> <p>Public Advocate/ Guardians</p> <p>Government agencies</p>	<p>Disability Services Act 1993</p> <p>Contractual obligations</p>	<p>Code of Practice for elimination of restrictive practice (voluntary)</p> <p>Disability Service Standards</p>
<b>Commonwealth funded programs including employment services</b>	<p>Disability Services Act 1986</p>	<p>National Standards for Disability Services</p>	<p>Accreditation bodies for AEDs and Advocacy</p> <p>Additional Program specific accreditation for early Intervention</p> <p>Relevant government departments</p>	<p>Commonwealth Ombudsman</p> <p>Aged Care Complaints Commissioner</p>	<p>Policy enforced by contract</p>	<p>N/A</p>

### **New providers**

7. During the transition to full scheme, it is anticipated that there will be a large number of new entrants to the market as well as individuals wishing to register as providers in their own right. WA or Commonwealth quality and safeguarding arrangements will apply to these new providers.
8. The Parties will work collaboratively with the NDIA to streamline registration processes for new providers and minimise duplication and costs during the transition to full scheme. This includes developing working arrangements to streamline registration for providers already registered with the NDIA or the Commonwealth.
9. For example, where applicants for registration have not previously been assessed or accredited to provide services for people with disability, but have received equivalent recognition of their compliance against standards in respect of a relevant human service program, for example an aged care or family and children's services, these would be taken into account to streamline assessment of suitability to provide NDIS funded supports.
10. The Parties also agree to closely monitor registration processes to ensure choice and control for participants is not undermined and that safeguards remain risk-based, particularly for the registration of new providers.

### **Monitoring and risk management**

11. The Parties agree to monitor quality and safeguards arrangements during transition.
12. Working arrangements between the Commonwealth, WA and the NDIA to ensure appropriate management and monitoring of quality and safeguard arrangements during transition will be set out in the Operational Plan. This will include specific roles and responsibilities, information exchange details, provider registration, complaints management, monitoring and will specify the relevant processes for serious incident reporting.
13. The Parties agree that working arrangements under the Operational plan are established to ensure that the Department of Social Services and the NDIA are able to monitor and establish appropriate mechanisms to share provider information where there is an established risk to participants or the NDIS.
14. If monitoring of quality and safeguard arrangements indicates that participants and agreed transition arrangements are at risk, a jointly agreed strategy for addressing issues will be developed, consistent with the risk management clauses of this Agreement.

## **Schedule G**

# **Integrated National Disability Insurance Scheme Performance Reporting Framework**

### **Purpose**

1. This Schedule sets out the mechanisms that will be used to assess the performance of the National Disability Insurance Scheme (NDIS) and specifies how that performance will be reported.
2. It incorporates relevant content contained in the Annex to the Intergovernmental Agreement on NDIS Launch on performance reporting, which is superseded for the transition to full scheme by this Schedule. This Schedule should be read in conjunction with clauses 39 to 45 of the Bilateral Agreement.
3. The parties agree that a number of the outcome measurements are being piloted during the transition period to full scheme and will therefore be reviewed and possibly revised at the annual review of this Schedule.

### **Integrated NDIS Performance Reporting Framework**

4. The Integrated NDIS Performance Reporting Framework is based on the accountability requirements of the governance structure for the NDIS. It will comprise the following components:

### **NDIS Performance**

5. Reporting requirements at this level are designed to meet the accountability requirements of the Council of Australian Governments' Disability Reform Council (DRC).
6. NDIS performance comprises agreed outcomes, key performance indicators (KPIs) and measures designed to assess the extent to which the NDIS is achieving the outcomes intended by governments, as set out in the NDIS legislation.
7. Because of the longer term focus on NDIS outcomes, reports at this level will be provided annually to the DRC from the National Disability Insurance Agency (NDIA) Board and from Western Australia for Western Australia-administered sites for 2017-18.

### *Reporting on WA NDIS Operational Performance for 2017-18*

8. Reporting at this level has two purposes. First, for Western Australia to report on expenditure and activities in relation to the NDIS. Second, it provides information on various aspects of the WA NDIS operations that will contribute directly to achieving NDIS outcomes and KPIs. This will give DRC insight through 2017-18 on progress towards achieving the outcomes of the NDIS.
9. Reports at this level will be provided quarterly by Western Australia to the DRC.

### **NDIA Operational Performance**

10. Reporting at this level has two purposes. First, it satisfies the requirements specified in the legislation for the NDIA Board to report on expenditure and activities in relation to the NDIS. Second, it provides information on various

aspects of NDIA operations that will contribute directly to the achievement of NDIS outcomes and KPIs. This will give the DRC insight through the year on progress towards achieving the outcomes of the NDIS.

11. Reports at this level will be provided quarterly by the NDIA Board to the DRC, and will be disaggregated to jurisdictional levels, as well as providing national totals.

### **NDIS Activity in Jurisdictions**

12. Reporting at this level is designed to provide jurisdictions with the information they require to meet their own individual accountability requirements, especially in the budgetary reporting context.
13. This information will be provided monthly by the NDIA to a nominated official in each jurisdiction.
14. This information will be provided in datasets accessed through the data warehouse, rather than in written reports. This will include de-identified participant data at the level of client unit record and aggregate level for all services provided in the trial area, if so specified by individual jurisdictions.

### **Data Sources**

15. All data for these reports will be sourced from the NDIA's IT systems. In the longer term, data may also be sourced from the Commonwealth Department of Human Services and linked to the NDIA's data in order to measure increases in social and economic participation for people with a disability and for people caring for people with a disability.

### **Annual Review**

16. This Schedule will be reviewed annually through the transition period, and amended as agreed.

### **Level A – NDIS Performance**

17. Outcomes, KPIs and performance measures for the NDIS (Level A) are set out in Table 1 below. Data for this level of reporting will be generated from the NDIA's IT systems, and written reports will be provided annually by the NDIA Board to the DRC.

**Table 1:** NDIS Outcomes, KPIs and Performance Measures

<b>Outcome</b>	<b>KPIs</b>	<b>Performance Measures</b>
<b>1. People with disability lead lives of their choice</b>	1.1 People with disability achieve their goals for independence, social and economic participation	1.1.1 Proportion of participants, and their families and carers, who report improved economic and social outcomes (as measured by the NDIA outcomes framework) 1.1.2 Proportion of participants who attain the goals outlined in their plans (as measured by the NDIA's Goal Attainment Scale) 1.1.3 Participant satisfaction
	1.2 Increased mix of support options and innovative approaches to provision of support in response to assessed need	1.2.1 Mix and number of provider services 1.2.2 Proportion of participants with capacity building supports
	1.3 People with disability are able and are supported to exercise choice	1.3.1 Proportion of participants, and their families and carers, who report being able to exercise choice (as measured by the NDIA outcomes framework)
<b>2. NDIS is a financially sustainable, insurance-based NDIS</b>	2.1 Effective estimation and management of short-term and long-term costs	2.1.1 Comparison of actual expenditure against projected expenditure 2.1.2 Changes in medium and long-term expenditure projections 2.1.3 Projected expenditure matches projected revenue over the medium-term and long-term 2.1.4 NDIA operating expenses ratio 2.1.5 Reduction of long-term cost trends against population, price and wages growth 2.1.6 Estimated future lifetime costs of support for current clients (NPV) - Including disaggregation for new and existing clients by client group
	2.2 Benefits are realised from targeted investment strategies in enhanced disability support	2.2.1 Effectiveness of early intervention in reducing estimated lifetime costs of support measured: - in the short-term through case studies which include targeted investment; - in the long-term through estimated returns from this investment
<b>3. Greater community inclusion of people with disability</b>	3.1 People with disability are able to access support from mainstream services	3.1.1 Referrals to mainstream services (participants and non-participants through Information, Linkages and Capacity Building (ILC)) 3.1.2 Proportion of participants accessing mainstream services
	3.2 Community awareness of people with disability	3.2.1 Activities undertaken by the NDIA to increase community awareness of the issues that affect people with disability
	3.3 Effectiveness of Local Area Coordination (LAC) and other funded community capacity building	3.3.1 Number of people supported through ILC

**Level B – Quarterly NDIA Performance Reporting**

18. The NDIA Board will report quarterly to the DRC on aspects of operational performance that contribute directly to the achievement of outcomes for the NDIS. These requirements, and their relationship to the overarching NDIS outcomes and KPIs, are set out in Table 2 below. Also set out in Table 2 below are the requirements for quarterly reporting from the NDIA Board to the DRC under the legislation. This information will be provided at the national level, and also disaggregated to the level of individual host jurisdictions.
19. Participant outcomes will be measured using a draft outcomes framework, which is currently being piloted in the NDIS trial sites by the NDIA. Trends in indicators will be monitored, as well as comparisons between Australians without disability and people with a disability in other OECD countries. In addition to the outcomes framework, individual participant goal attainment as outlined in participant plans will be measured using the Goal Attainment Scale (GAS).

**Table 2: Quarterly Reporting from the NDIA Board to DRC**

<b>Outcome</b>	<b>Measures</b>	<b>Indicators</b>
<b>1. People with disability lead lives of their choice</b>	1.1 Outcomes for participants and their families	1.1.1 Proportion of participants, and their families and carers who report improved economic and social outcomes (as measured by the NDIA outcomes framework)
		1.1.2 Proportion of participants who attain the goals outlined in their plans (as measured by the NDIA's Goal Attainment Scale)
		1.1.3 Participant satisfaction
	1.2 Provision of support in response to assessed need	1.2.1 Number of registered service providers by characteristics and market profile 1.2.2 Access request to receiving support within different timeframes
<b>2. NDIS is a financially sustainable, insurance-based NDIS</b>	2.1 Participant characteristics and their families	2.1.1 Access requests made by outcome
		2.1.2 Eligible participants against bilateral targets, including key characteristics
		2.1.3 Participants with approved plans against bilateral targets
		2.1.4 Trends in plan approvals
		2.1.5 Access request to plan approval within different timeframes
		2.1.6 Ineligible participant numbers and key characteristics
	2.2 Support packages	2.2.1 Committed support
		2.2.2 Actual payments
		2.2.3 Average and median package costs by sub-groups of the population and for all participants compared with the expected averages and medians, including trends
		2.2.4 Details of participants with second plans, including length and value of supports
2.2.5 Distribution of package costs		
2.3 Projections	2.3.1 Cost of the NDIS in dollar terms and as a percentage of GDP (split by participants aged under 65 and over 65). This measure will include NDIA operating costs	
<b>3. Greater community inclusion of people with disability</b>	3.1 Mainstream services	3.1.1 Number of participants accessing mainstream services by service type
	3.2 LAC	3.2.1 Number of participants and other people with a disability supported by LACs by participant characteristics
		3.2.2 Descriptions of activities undertaken by LACs including dollars spent by regions and activities
	3.3 ILC	3.3.1 Number of participants and other people with a disability supported by ILC activities by participant characteristics
		3.3.2 Descriptions of activities undertaken on ILC including dollars spent by regions and activities

**Level C – NDIS Activity in Jurisdictions**

20. The NDIA will provide certain financial and NDIS activity information to the Commonwealth Minister and each host jurisdiction's Minister, as provided for in section 175 of the *National Disability Insurance Scheme Act 2013*. This information will be provided on a monthly basis (including year to date totals), in datasets accessed through the data warehouse. It will not be provided through written separate reports.

**Release of Information**

21. Release of information provided under this Schedule will be consistent with the information protocols to be developed between the Parties and the NDIA.

**Relationship to NDIS Evaluation Strategy**

22. Reporting under the Integrated NDIS Performance Reporting Framework will complement the NDIS Evaluation. The evaluation will provide a series of point-in-time snapshots, largely focussing on outcomes for individuals, carers and families. By contrast, information under the Performance Reporting Framework will be provided on a regular schedule (monthly, quarterly or annually) and will provide insights into the operation of the NDIS and the way it is being administered by the NDIA. It will include information on NDIS participants, but also on providers of supports and fiscal sustainability.

**Schedule H**

## **Arrangements for the Interface between the National Disability Insurance Scheme and Mainstream Services in Transition**

1. This schedule sets out the arrangements between the National Disability Insurance Scheme (NDIS) in Western Australia (WA) and other service systems during the transition to the NDIS in WA.
2. The Parties agree that the effective interfaces between the NDIS and other service systems (mainstream systems) are critical to ensure that participants in the scheme achieve positive outcomes, and cost-shifting, duplication and/or the creation of service gaps is avoided.
3. In December 2015, the Council of Australian Governments (COAG) agreed the interactions between the NDIS and mainstream services would be guided by a set of Principles to determine the responsibilities of the NDIS and other service systems.
4. All governments agree the funding and delivery responsibilities of the NDIS and mainstream services will continue to be guided by the Principles set out in Table 1 below.

**Table 1:** Principles to Determine the Responsibilities of the NDIS and Other Service Systems

1. People with disability have the same right of access to services as all Australians, consistent with the goals of the National Disability Strategy which aims to maximise the potential and participation of people with disability.
2. The NDIS will fund personalised supports related to people’s disability support needs, unless those supports are part of another service system’s universal service obligation (for example, meeting the health, education, housing, or safety needs of all Australians) or covered by reasonable adjustment (as required under the <i>Commonwealth Disability Discrimination Act 1992</i> or similar legislation in jurisdictions).
3. Clear funding and delivery responsibilities should provide for the transparency and integrity of government appropriations consistent with their agreed policy goals.
4. There should be a nationally consistent approach to the supports funded by the NDIS and the basis on which the NDIS engages with other systems, noting that because there will be variation in non-NDIS supports funded within jurisdictions there will need to be flexibility and innovation in the way the NDIS funds and/or delivers these activities.
5. In determining the approach to the supports funded by the NDIS and other service systems governments will have regard to efficiency, the existing statutory responsibilities and policy objectives of other service systems and operational implications.
6. The interactions of people with disability with the NDIS and other service systems should be as seamless as possible, where integrated planning and coordinated supports, referrals and transitions are promoted, supported by a no wrong door approach.

5. **Attachment A** details the Applied Principles that assist to further define the funding responsibilities of the following eleven service systems:
1. Health;
  2. Mental Health;
  3. Early Childhood Development;
  4. Child Protection and Family Support;
  5. School Education;
  6. Higher Education and Vocational Education and Training;
  7. Employment;
  8. Housing and Community Infrastructure;
  9. Transport;
  10. Justice; and
  11. Aged Care.

#### **Review**

6. The General Principles, Applied Principles and Tables of Support previously agreed by COAG in April 2013 have been reviewed. Following endorsement by COAG in December 2015, an updated version published on the COAG website assists to further define the responsibilities of the NDIS and other systems during transition to the NDIS.
7. The Operational Plan will further consider the implementation of the intersections between the principles, noting that further policy to align with these principles is being considered nationally.

#### **Escalation**

8. The 2015 review of the Applied Principles and Tables of Supports identified that escalation procedures are required to address areas where operationalisation of the Applied Principles and Tables of Supports results in unintended consequences.
9. The Parties will work together for a satisfactory resolution of interface issues where there is a possible and significant impact on NDIS responsibilities or State services.
10. The escalation clauses in this Agreement (clauses 59-61) will be used to address these areas.
11. The Disability Reform Council, or equivalent, will continue to review the operation of the Applied Principles and Tables of Supports and provide advice to COAG, as needed.

## **PRINCIPLES TO DETERMINE THE RESPONSIBILITIES OF THE NDIS AND OTHER SERVICE SYSTEMS**

All governments have agreed that our vision is for an inclusive Australian society that enables people with disability to fulfil their potential as equal citizens. To achieve this vision, all Australian governments, non-government organisations, business and the wider community have a role to play. The interactions of the NDIS with other service systems will reinforce the obligations of other service delivery systems to improve the lives of people with disability, in line with the National Disability Strategy.

Governments agree that the principles outlined in this document will be used to determine the funding and delivery responsibilities of the NDIS in achieving this vision. The NDIS launch sites provide governments with an opportunity to review interactions between the NDIS and other service systems and consider any lessons arising out of launch.

These applied principles, and arrangements needed to operationalise them, have been reviewed through the process set out in Part 8 of the Intergovernmental Agreement for the NDIS Launch. Based on this review and on the lessons from trial, the Disability Reform Council may provide advice to COAG on amendments to the Applied Principles and 'tables of supports'. The Agency Board may also report to the Disability Reform Council and COAG on the operation and effectiveness of the interface with other service systems.

1 People with disability have the same right of access to services as all Australians, consistent with the goals of the National Disability Strategy which aims to maximise the potential and participation of people with disability.
2. The NDIS will fund personalised supports related to people's disability support needs, unless those supports are part of another service system's universal service obligation (for example, meeting the health, education, housing, or safety needs of all Australians) or covered by reasonable adjustment (as required under the Commonwealth Disability Discrimination Act or similar legislation in jurisdictions).
3. Clear funding and delivery responsibilities should provide for the transparency and integrity of government appropriations consistent with their agreed policy goals.
4 There should be a nationally consistent approach to the supports funded by the NDIS and the basis on which the NDIS engages with other systems, noting that because there will be variation in non-NDIS supports funded within jurisdictions there will need to be flexibility and innovation in the way the NDIS funds and/or delivers these activities
5 In determining the approach to the supports funded by the NDIS and other service systems governments will have regard to efficiency, the existing statutory responsibilities and policy objectives of other service systems and operational implications.
6. The interactions of people with disability with the NDIS and other service systems should be as seamless as possible, where integrated planning and coordinated supports, referrals and transitions are promoted, supported by a no wrong door approach.

### **Applied principles and tables of services**

In addition to the six general principles, applied principles have been developed in a range of other service systems to assist governments to further define the funding responsibilities during the launch of the NDIS. There is also a table of specific activities funded by the NDIS and by other systems for each of these other service systems. The purpose of this document is to define the activities funded by the NDIS and other systems and it does not intend to place additional obligations on other systems. Responsibility for the identified activities will be reviewed based on the NDIS launch experience.

Applied principles and more detailed tables of funding responsibilities have been developed for:

1. Health
2. Mental health
3. Early childhood development
4. Child protection and family support
5. School education
6. Higher education and Vocational Education and Training (VET)

7. Employment
8. Housing and community infrastructure
9. Transport
10. Justice
11. Aged care

## 1. HEALTH

### APPLIED PRINCIPLES — HEALTH

1. Commonwealth and State and Territory health systems have a commitment to improve health outcomes for all Australians by providing access to quality health services based on their needs consistent with the requirements of the National Healthcare Agreement and other national agreements and in line with reasonable adjustment requirements (as required under the Commonwealth Disability Discrimination Act or similar legislation in jurisdictions).
2. The above health system will remain responsible for the diagnosis, early intervention and treatment of health conditions, including ongoing or chronic health conditions. This may involve general practitioner services, medical specialist services, dental care, nursing, allied health services, preventive health care, care in public and private hospitals, and pharmaceuticals (available through the PBS).
3. Health systems are responsible for funding time limited, recovery-oriented services and therapies (rehabilitation) aimed primarily at restoring the person's health and improving the person's functioning after a recent medical or surgical treatment intervention. This includes where treatment and rehabilitation is required episodically.
4. The NDIS will be responsible for supports required due to the impact of a person's impairment/s on their functional capacity and their ability to undertake activities of daily living. This includes "maintenance" supports delivered or supervised by clinically trained or qualified health professionals (where the person has reached a point of stability in regard to functional capacity, prior to hospital discharge (or equivalent for other healthcare settings) and integrally linked to the care and support a person requires to live in the community and participate in education and employment.
5. The NDIS and the health system will work together at the local level to plan and coordinate streamlined care for individuals requiring both health and disability services recognising that both inputs may be required at the same time or that there is a need to ensure a smooth transition from one to the other.

*Note. In applying these principles, consideration will be given to alignment with services funded under the National Health Reform Agreement, with a view to avoiding overlap or gaps.*

<i>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — HEALTH</i>	
<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Elements of community re-integration which enable the person to live in the community such as assistance with activities of daily living and home modifications.</li> <li>– Active involvement in planning and transition support, on the basis of the person having reached a point of stability in regard to functional capacity, prior to hospital discharge (or equivalent for other healthcare settings) wherever there is a need for ongoing maintenance support.</li> <li>– Prosthetics, orthoses and specialist hearing and vision supports (excluding surgical services) where these supports directly relate to a person’s permanent impairment</li> <li>– Allied health and other therapy directly related to maintaining or managing a person’s functional capacity including occupational therapy, speech pathology, physiotherapy, podiatry, and specialist behaviour interventions This includes long term therapy/support directly related to the impact of a person’s impairment/s on their functional capacity required to achieve incremental gains or to prevent functional decline. Also includes allied health therapies through early intervention for children aimed at enhancing functioning</li> <li>– The delivery of nursing or delegated care by clinically trained staff (directly or through supervision), where the care is required due to the impact of a person’s impairment/s on their functional capacity and integral to a person’s ongoing care and support to live in the community and participate in education and employment (including, but not limited to, PEG feeding, catheter care, skin integrity checks or tracheostomy care (including suctioning).</li> <li>– The delivery of routine personal care required due to the impact of a person’s impairment/s on their functional capacity to enable activities of daily living (e.g. routine bowel care and oral suctioning) including development of skills to support self-care, where possible.</li> <li>– Any funding in a person’s package would continue for supports for people with</li> </ul>	<ul style="list-style-type: none"> <li>– [Jointly with NDIS] Provision of specialist allied health, rehabilitation and other therapy, to facilitate enhanced functioning and community re-integration of people with recently acquired severe conditions such as newly acquired spinal cord and severe acquired brain injury.</li> <li>– Acute and emergency services delivered through Local Hospital Networks including, but not limited to, medical and pharmaceutical products (available through PBS), medical transport, allied health and nursing services (where related to treatment of a health event), dental services and medical services covered under the Medicare Benefits Schedule, or otherwise government funded (including surgical procedures related to aids and equipment).</li> <li>– Sub-acute services (palliative care, geriatric evaluation and management and psychogeriatric care) including in-patient and out-patient services delivered in the person’s home or clinical settings</li> <li>– Rehabilitative health services where the purpose is to restore or increase functioning through time limited, recovery oriented episodes of care, evidence based supports and interim prosthetics, following either medical treatment or the acquisition of a disability (excluding early interventions) When a participant is receiving time limited rehabilitation services through the health system, the NDIS will continue to fund any ongoing ‘maintenance’ allied health or other therapies the person requires and that are unrelated to the health system’s program of rehabilitation</li> <li>– Preliminary assessment and disability diagnosis as required for the determination of an individual’s eligibility for the NDIS (e.g. developmental delay).</li> <li>– General hearing and vision services unrelated to the impact of a person’s impairment on their functional capacity as determined in the NDIS eligibility criteria (e.g. prescription glasses).</li> </ul>

<p>complex communication needs or challenging behaviours while accessing health services, including hospitals and in-patient facilities.</p> <ul style="list-style-type: none"><li>– Training of NDIS funded workers by nurses, allied health or other relevant health professionals to address the impact of a person’s impairment/s on their functional capacity and retraining as the participant’s needs change.</li><li>– Aids and equipment to enhance increased or independent functioning in the home and community</li><li>– In relation to palliative care, functional supports as part of an NDIS participant’s plan may continue to be provided at the same time as palliative care services, recognising that supports may need to be adjusted in scope or frequency as a result of the need to align with the core palliative care being delivered through sub-acute health services.</li><li>– Funding further assessment by health professionals for support planning and review as required.</li><li>– The coordination of NDIS supports with supports offered by the health system and other relevant service systems.</li></ul>	<ul style="list-style-type: none"><li>– Inclusion of people with disability in preventative health and primary health care delivered through General Practice and community health services, including dental and medical services covered under the Medicare Benefits Schedule.</li><li>– Intensive case coordination operated by the health system where a significant component of case coordination is related to the health support</li></ul>
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## 2. MENTAL HEALTH

The designation of mental health system responsibility here refers chiefly to public funding through the state and territory public mental health system and/or private mental health services receiving Commonwealth funding through the Medicare Benefits Schedule, together with non-government organisations in receipt of state, territory or Commonwealth funding where these continue to undertake roles outside the NDIS.

### APPLIED PRINCIPLES — MENTAL HEALTH

1. The health system will be responsible for
  - a. Treatment of mental illness, including acute inpatient, ambulatory, rehabilitation/recovery and early intervention, including clinical support for child and adolescent developmental needs;
  - b. residential care where the primary purpose is for time limited follow-up linked to treatment or diversion from acute hospital treatment; and
  - c. the operation of mental health facilities.
2. Where a person has a co-morbidity with a psychiatric condition:
  - a. The health or mental health system will be responsible for supports relating to a co-morbidity with a psychiatric condition where such supports, in their own right, are the responsibility of that system (e.g. treatment for a drug or alcohol issue).
  - b. The NDIS will be responsible for additional ongoing functional supports associated with the co-morbidity to the extent that the co-morbidity impacts on the participant's overall functional capacity. This applies equally where the impairment is attributable to a psychiatric condition and/or is the co-morbidity to another impairment
3. The NDIS will be responsible for ongoing psychosocial recovery supports that focus on a person's functional ability, including those that enable people with mental illness or a psychiatric condition to undertake activities of daily living and participate in the community and in social and economic life. This may also include provision of family and carer supports to support them in their carer role, and family therapy, as they may facilitate the person's ability to participate in the community and in social and economic life
4. The NDIS and the mental health system will work closely together at the local level to plan and coordinate streamlined care for individuals requiring both mental health and disability services recognising that both inputs may be required at the same time or that there is a need to ensure a smooth transition from one to the other.

*Note: In applying these principles, consideration will be given to alignment with services funded under the National Health Reform Agreement, with a view to avoiding overlap or gaps. Investments in psychosocial early intervention supports for people with early onset psychosis may improve whole-of-life outcomes for individuals, consistent with the insurance principles of the NDIS. Governments will continue to focus on and consider this issue in the implementation of the NDIS and other government programs.*

<u>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — MENTAL HEALTH</u>	
<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Support for community reintegration and day to day living including development of skills, assistance with planning, decision-making, personal hygiene, household tasks, social relationships, financial management, transport, support for accommodation access**, and community connections provided other than where provided as an integral part of an established treatment program.</li> <li>– Allied health and other therapy directly related to managing and/or reducing the impact on a person’s functional capacity of impairment/s attributable to a psychiatric condition, including social and communication skills development, routine symptom and medication management, and behavioural and cognitive interventions.</li> <li>– Capacity building support to help the person access and maintain participation in mainstream community, including recreation, education, training and employment, housing, and primary health care</li> <li>– Community supports aimed at increasing a person’s ability to live independently in the community or to participate in social and economic activities, including in-home and centre-based care, recreational activities, day centre services and holiday care, community access (including life skills and social skills day programs)</li> <li>– The coordination of NDIS supports with the supports offered by the mental health system and other relevant service systems.</li> </ul>	<ul style="list-style-type: none"> <li>– Services and therapies in which the primary function is to provide treatment* of mental illness targeted towards people affected by mental illness or a psychiatric condition, including acute and non- acute residential services, mental health crisis assessment services, hospital avoidance services and post-acute care services.</li> <li>– Early intervention designed to impact on the progression of a mental illness or psychiatric condition, especially where delivered by health services (notwithstanding the note above).</li> <li>– Intensive case coordination operated by the mental health system where a significant component of case coordination is related to the mental illness.</li> </ul>

*[\* Treatment is defined here as activities associated with stabilisation and management of mental illness (including crisis, symptom and medication management) and establishment of pathways for longer term recovery.*

*\*\* Supports to assist a person to obtain and maintain accommodation and/or tenancies where these support needs are required due to the impact of the person’s impairment on their functional capacity ]*

### **3. CHILD PROTECTION AND FAMILY SUPPORT**

#### APPLIED PRINCIPLES — CHILD PROTECTION AND FAMILY SUPPORT

1. In recognising the statutory role of the child protection system and in line with the National Framework for Protecting Australia's Children 2009-2020:
  - a. other parties will be responsible for promoting the safety of children from abuse and neglect, including public education on child safety, and management of the statutory child protection system including reports of child protection
  - b. the NDIS will ensure its rules and processes are consistent with jurisdictional child protection legislation, including reporting requirements.
2. The child protection, community services, family support, education and/or health sectors will continue to be responsible for universal parenting programs, counselling and other supports for families that are provided both to the broad community and families at risk of child protection involvement, or families experiencing or at risk of experiencing family violence, including making these services accessible and appropriate for families with disability.
3. Relevant state and territory authorities will be responsible for meeting the needs of children with disability in out-of-home care and support to carers of children in out-of-home care, including making reasonable adjustments to meet the needs of children with disabilities.
4. The NDIS will fund supports required due to the impact of the child's impairment/s on their functional capacity where a child with disability is in out-of-home care and has support needs that are above the needs of children of a similar age. The diversity of out-of-home care arrangements is recognised and the level of 'reasonable and necessary' supports will reflect the circumstances of the individual child. The standard supports provided by the child protection system to carers relevant to their out-of-home care arrangement will continue.
5. The NDIS will be responsible for support for children, families and carers required as a direct result of the child's or parent's disability, including supports that enable families and carers to sustainably maintain their caring role, including community participation, therapeutic and behavioural supports, additional respite, aids and equipment and supports to help build capacity to navigate mainstream services.
6. The NDIS and the systems providing child protection and family support will work closely together at the local level to plan and coordinate streamlined services for individuals requiring both child protection and/or family support and disability services recognising that both inputs may be required at the same time or that there is a need to ensure a smooth transition from one to the other.

<i>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — CHILD PROTECTION AND FAMILY SUPPORT</i>	
<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Funding disability-specific family supports, which are required due to the impact of the person’s impairment/s on their functional capacity, including for parents with disability</li> <li>– Disability-specific and carer parenting training programs both for when the child has a disability or the parent has a disability.</li> <li>– Funding the reasonable and necessary disability support needs of children with disability in out-of-home care where these supports are required due to the impact of the child’s impairments on their functional capacity, and are additional to the needs of children of similar ages, including:               <ul style="list-style-type: none"> <li>• skills and capacity building for children with disability;</li> <li>• supports to enable sustainable caring arrangements (such as additional respite and outside school hours care);</li> <li>• home modifications (consistent with other applied principles);</li> <li>• therapeutic and behaviour support; and</li> <li>• equipment and transport needs (consistent with other applied principles).</li> </ul> </li> <li>– The coordination of NDIS supports with the systems providing child protection and family supports and other relevant service systems. This includes services which aim to support people experiencing or exiting family violence.</li> </ul>	<ul style="list-style-type: none"> <li>– Accepting, assessing and responding to reports on child protection issues.</li> <li>– Community awareness of children’s safety and wellbeing.</li> <li>– Responsibility to place children in out-of-home care arrangements* as well as arranging and providing the standard supports to sustain those out-of-home care arrangements.</li> <li>– Child protection statutory requirements.</li> <li>– Family support, including general supports for families where a parent has a disability.</li> <li>– Accommodation needs of children in out-of-home care, including the purchase and maintenance of any capital assets such as housing, care allowances and payments</li> <li>– Universal parenting programs.</li> <li>– Intensive case coordination operated by the systems providing child protection and family supports where a significant component of the case coordination is related to child protection and family support. This includes coordination of services where a significant component of the case coordination is related to issues associated with family violence.</li> </ul>

*[\*NOTE: Out-of-home care includes statutory and voluntary care as defined by legislation or policy within the jurisdiction including from child protection involvement or other state or territory authorities.]*

## 4. EARLY CHILDHOOD DEVELOPMENT

### APPLIED PRINCIPLES — EARLY CHILDHOOD DEVELOPMENT

- 1 The early childhood education and care sector will continue to be responsible for meeting the education and care needs of children with a development delay or disability, including through:
  - a. reasonable adjustment;
  - b. inclusion supports that enable children to participate in early childhood education and care settings; and
  - c. building the capacity of early childhood education and care services to provide inclusive education and care to all children, including those with high needs subject to reasonable adjustment.
- 2 The health system, including child and maternal health services, will be responsible for supports which are treatment related including acute, ambulatory, continuing care and new-born follow-up.
- 3 The NDIS will be responsible for:
  - a. personalised individualised supports required due to the impact of the child's impairment/s on their functional capacity and additional to the needs of children of a similar age and beyond the reasonable adjustment requirements of early childhood development service providers.
  - b. Working with and through a child's family, carers and educators to implement supports/early interventions that promote and support their functional capacity.
4. The NDIS will be responsible for early interventions for children with disability (or development delay) which are
  - a. specifically targeted at enhancing a child's functioning to undertake activities of daily living or specialised supports to transition a child with a disability into school (not supports, such as school readiness programs, which are for the purpose of accessing universal education);
  - b. likely to reduce the child's future support needs (recognising the degenerative and evolving nature of many functional impairments), which would otherwise require support from the NDIS in later years, including through a combination and sequence of supports (not including medical and health treatments outlined in the health interface); and
  - c. supporting connections and access to community and mainstream services
- 5 The implementation of the NDIS' responsibilities for early childhood development services will be coordinated with other early childhood services being provided, and will take account of relevant workplace relations arrangements, duty of care, quality standards and state-based schemes such as 'working with children checks'.
6. The NDIS and the systems providing early childhood supports will work closely together at the local level to plan and coordinate streamlined services for individuals requiring both disability services and early childhood supports recognising that both inputs may be required at the same time or that there is a need to ensure a smooth transition from one to the other.

[NOTE: LINKAGES WITH THE 'CHILD PROTECTION AND FAMILY SUPPORT APPLIED PRINCIPLES' AND 'EDUCATION APPLIED PRINCIPLES'.]

<u>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — EARLY CHILDHOOD DEVELOPMENT</u>	
<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Post-diagnosis information, linkages, referrals and coordination with community and early childhood mainstream and specialist services.</li> <li>– Additional supports required due to the impact of the child's impairment/s on their functional capacity including portable aids and equipment (e.g. hearing aids, wheelchairs or personal communication devices), where the support needs are above the needs of children of a similar age and the supports are additional to what is required under reasonable adjustment, and those legislative requirements applicable to early childhood education and care service providers in that jurisdiction.</li> <li>– Early interventions that are likely to increase a child's level of functioning towards that of other children of a similar age without which the child is likely to require NDIS funded supports in the future (except where these are treatment related and/or aimed at treating a medical condition).</li> <li>– Additional supports to address behaviours which are a result of the impact of the child's impairment/s on their functional capacity and which are integrally linked to the support the child needs to live in the community and participate in education</li> <li>– Capacity building and general disability supports through Information, Linkages and Capacity Building focusing on children with disability (or development delay) where this improves awareness, builds community capacity, creates networks or 'circles of support' for children and parents.</li> <li>– The coordination of NDIS supports with the systems providing early childhood support and other relevant service systems</li> </ul>	<ul style="list-style-type: none"> <li>– Diagnostic assessment and specific screening for development delay and other mental or physical conditions that are likely to lead to a disability.</li> <li>– Support for families and carers to understand and manage the process and outcomes of assessment/diagnosis, including counselling and other family supports.</li> <li>– Learning assistance (this may include teachers' assistants) and inclusion supports (for example Auslan interpreters) to enable the participation of children with disability in early childhood education and care services in line with reasonable adjustments and any other legislative requirements.</li> <li>– General children's services, including play groups.</li> <li>– Maternal child health programs where interventions are primarily treatment related or medical in nature, including new-born follow-up</li> <li>– Intensive case coordination operated by the systems providing early childhood supports, where a significant component of case coordination is related to early childhood supports.</li> </ul>

## **5. SCHOOL EDUCATION**

### APPLIED PRINCIPLES — SCHOOL EDUCATION

1. The allocation of responsibilities between the NDIS and schools will be consistent with the legal obligations of schools and governments' policy objectives for education, including:
  - a. the compulsory nature of schooling;
  - b. the current responsibilities schools have for reasonable adjustment, under the Commonwealth Disability Standards for Education; and
  - c. curriculum planning, assessment and reporting requirements and requirements for students to receive the legislated number of hours instruction or meet class attendance requirements.
2. In recognising the universal and statutory role of the schooling system:
  - a. schools will be responsible for making reasonable adjustments to personalise learning and support for students that primarily relate to their educational attainment (including teaching, learning assistance and aids, school building modifications and transport between school activities), and
  - b. the NDIS will fund supports that the student requires due to the impact of the student's impairment on their functional capacity and additional to reasonable adjustment (i.e. those not primarily relating to education attainment), including personal care and support and transport to and from school and specialist transition supports to and from school to further education, training or employment. Any funding arrangements for individual students will recognise the operational requirements and educational objectives of schools
3. The allocation of funding responsibilities will avoid placing inappropriate legal, financial or administrative obligations on schools or on the NDIS.
4. The NDIS and the school education system will work closely together at the local level to plan and coordinate streamlined services for individuals requiring both school education and disability services recognising that both inputs may be required at the same time or through a smooth transition from one to the other or across service systems.

*[NOTE Further work will be undertaken on how students' personal care needs will be assessed, the calculation of the level of funded supports for personal care and how these funds will be managed/administered.]*

<u>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — SCHOOL EDUCATION</u>	
<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Personal supports at school/education facility that are required by an individual regardless of the activity they are undertaking (e.g. feeding, managing airways/ventilation).</li> <li>– Aids and equipment at school/education facility that are required by an individual due to the impact of the person’s impairment on their functional capacity and are additional to reasonable adjustment obligations of schools regardless of the activity they are undertaking (e.g. hearing aids, wheelchairs, personal communications devices).</li> <li>– Specialist transport to and from school/education facility required as a result of a person’s disability (where no other transport option is available and not substituting for parental responsibility)</li> <li>– Specialised support and training for school staff related to the specific personal support needs of a student with disability, including specialised behaviour intervention and support.</li> <li>– Responsibility for funding and coordinating allied health and other therapies to support a student’s functional capacity including those which may be delivered during school times, as negotiated with the school, for non-educational purposes.</li> <li>– Specialist transition supports required due to the impact of the student’s impairment on their functional capacity and additional to the reasonable adjustment obligations of schools.</li> <li>– The coordination of NDIS supports with the supports offered by the school education system and other relevant service systems.</li> </ul>	<ul style="list-style-type: none"> <li>– Skills, capability and other forms of training and transition support, including reasonable adjustment for students with disability, delivered in schools through the Australian curriculum.</li> <li>– Learning assistance (this may include teachers’ assistants), and inclusion support (for example Auslan interpreters) to enable the participation of students with disability in education services, in line with reasonable adjustment.</li> <li>– Reasonable adjustment to campuses, including capital works (e.g. ramps, lifts, hearing loops).</li> <li>– Aids and equipment which are fixed or non-transportable in schools that enable a student access to education (e.g. hoists).</li> <li>– Aids and equipment for educational purposes (e.g. modified computer hardware, education software, braille textbooks).</li> <li>– Transport for school activities e.g. excursions, sporting carnivals.</li> <li>– General support, resources, training and awareness building for teachers and other school staff to support and engage students with disability at school and in the classroom.</li> <li>– Therapy delivered in schools for education purposes (e.g. allied health practitioners assisting classroom teachers to make adjustments to the curriculum).</li> <li>– Intensive case coordination operated by the school education system where a significant component of case coordination is related to educational supports.</li> </ul>

## **6. HIGHER EDUCATION AND VOCATIONAL EDUCATION AND TRAINING (VET)**

### APPLIED PRINCIPLES — HIGHER EDUCATION AND VOCATIONAL EDUCATION AND TRAINING (VET)

1. The allocation of funding responsibilities between the NDIS and both the Higher Education and Vocational Education and Training (VET) providers will be consistent with the legal obligations and governments' policy objectives for education, including the current responsibilities education providers have for 'reasonable adjustment', under the Commonwealth Disability Standards for Education.
2. Higher Education and VET providers will be responsible for the learning and support needs of students that directly relate to their educational and training attainment (including teaching, learning assistance and aids, building modifications and transport between education or training activities where this transport is being arranged for all students), as well as general transition supports from education or training to employment consistent with reasonable adjustment.
3. The NDIS will fund supports that the student would require due to the impact of the student's impairment/s on their functional capacity and which are additional to reasonable adjustment (i.e. those not primarily relating to education or training attainment), including personal care and support, transport from home to and from the education or training facility and specialist transition supports required as a result of the person's disability, consistent with the NDIS individualised approach to funding
4. The NDIS and the higher education and VET system will work closely together at the local level to plan and coordinate streamlined services for individuals requiring both further education/vocational education and disability services recognising that both inputs may be required at the same time or through a smooth transition from one to the other or across service systems.

<i>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — HIGHER EDUCATION AND VOCATIONAL EDUCATION AND TRAINING (VET)</i>	
<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Personal supports at the education or training facility that are required by an individual regardless of the activity they are undertaking (e.g. feeding, managing airways/ventilation).</li> <li>– Aids and equipment that are required by an individual regardless of the activity they are undertaking (e.g. hearing aids, wheelchairs, personal communications devices)</li> <li>– Transport to and from an education or training facility for those unable to use public transport, as part of broader transport assistance a person would receive to address their mobility needs.</li> <li>– Specialised support and training for education or training staff related to the specific personal support needs of a student with disability, including development of specific behaviour management plans.</li> <li>– Specialist transition supports which are required due to the impact of the student's impairment/s on their functional capacity and are additional to the needs of all Australians and reasonable adjustment.</li> <li>– The coordination of NDIS supports with the supports offered by the higher education and VET system and other relevant service systems.</li> </ul>	<ul style="list-style-type: none"> <li>– Learning assistance (this may include teachers' assistants), and inclusion support (for example Auslan interpreters) to enable the participation of students with disability in Higher Education and Vocational Education and Training programs and services, in line with reasonable adjustment and any other relevant legislation.</li> <li>– Reasonable adjustment to education and training facilities, including capital works (e.g. ramps, lifts, hearing loops).</li> <li>– Aids and equipment which are fixed or non-transportable which enable a student access to education or training (e.g. hoists)</li> <li>– Aids and equipment for education or training purposes (e.g. modified computer hardware, education software, braille textbooks).</li> <li>– Reasonable adjustments to transport for education or training activities (e.g. excursions, site visits) where this transport is being arranged for other students.</li> <li>– General support, resources, training and awareness building for education/training staff and other staff to support and engage students with disability.</li> <li>– Skills, capability and other forms of training and transition support, including reasonable adjustments for students with disability, delivered in higher education and VET institutions through their education curriculum (e.g. programs assisting transition between education or training and employment).</li> <li>– Intensive case coordination operated by the higher education and VET system where a significant component of case coordination is related to education and training supports.</li> </ul>

*[Note: There are different funding arrangements for universities and vocational education and training institutions. The Commonwealth currently provides funding to eligible higher education providers to assist them to meet the costs of providing support to students with a disability with high cost needs. Vocational education and training organisations may not have access to similar funding sources to assist the organisation meet the needs of students with disability]*

## 7. EMPLOYMENT

### APPLIED PRINCIPLES — EMPLOYMENT

1. Employment services and programs, including both disability-targeted and open employment services, will continue to be responsible for providing advice and support to:
  - a. people with disability to assist with preparing for, finding and maintaining jobs; and
  - b. employers to encourage and assist them to hire and be inclusive of people with disability in the workplace (e.g. support, training and resources, funding assistance to help employers make reasonable adjustments, and incentives for hiring people with disability, such as wage subsidies).
2. Employers will continue to provide work-specific support to people with disability related to recruitment processes, work arrangements and the working environment in line with the *Disability Discrimination Act 1992*, including workplace modifications, work-specific aids and equipment, and transport within work activities.\*
3. The NDIS will be responsible for supports related to daily living that a person would require irrespective of the activity they are undertaking (including personal care and support and transport to and from work) consistent with the NDIS individualised approach to funding.
4. The NDIS will be responsible for reasonable and necessary supports additional to those required by reasonable adjustment, that assist people with disability to take part in work where the person's impairment has an impact on their functional capacity and/or productivity and the person is unlikely to be able to find or retain work in the open market, including with the assistance of employment services.
5. The NDIS will be responsible for funding individualised assistance to support a person with disability to take part in work where the person's impairment has an impact on their functional capacity and/or productivity and where these supports are additional to the needs of all Australians and additional to what is required by reasonable adjustment, such as training on dress, workplace relationships, communication skills, punctuality and attendance, and travelling to and from work. \*\*
6. The NDIS and the employment system will work closely together at the local level to plan and coordinate streamlined services for individuals requiring both employment services and disability services recognising that both inputs may be required at the same time or through a smooth transition from one to the other or across service systems.

[\*Where a person's employment includes a program of training, such as apprenticeships the, training organisations will also be responsible for providing reasonable adjustment, in line with the *Disability Discrimination Act 1992* and the *Disability Standard for Education*.]

[\*\* Commonwealth officials will continue to work through arrangements with the Departments of Human Services and relevant agencies where supports offered by the NDIS are similar to those offered by Centrelink and/or employment services.]

<i>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — EMPLOYMENT</i>	
<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Personal attendant care for people who require support within the workplace due to the impact of the person’s impairment/s on their functional capacity in the workplace (e.g. assistance with personal hygiene, feeding).</li> <li>– Aids and equipment related to the person’s functional needs (e.g. wheelchair)</li> <li>– Transport to and from work for those unable to use public transport, as part of broader transport assistance a person would receive to address their mobility needs</li> <li>– Specialised or targeted employment supports that respond to the nature of a person’s disability.</li> <li>– Transition support into employment where a person’s support needs are additional to what is required by reasonable adjustment for employers and additional to the needs of all Australians and specifically related to the impact of the person’s impairment/s on their functional capacity (e.g. training on travelling to and from work, dress and hygiene, relationships with colleagues, communication skills, and punctuality and attendance)</li> <li>– The coordination of NDIS supports with the supports offered by the employment system and other relevant service systems.</li> </ul>	<ul style="list-style-type: none"> <li>– Employment services and programs that provide advice and assistance to people with disability to prepare for, find and maintain jobs, including the development of industry-specific or workplace specific knowledge and skills (e.g. job applications, on-the-job training, and career development).</li> <li>– Employer support services and programs that encourage and assist employment of people with disability (e.g. support, training and resources for employers, funding to make reasonable adjustments, and wage subsidies).</li> <li>– Workplace specific supports (including modifications, employment-specific aids and equipment).</li> <li>– Transport for work activities (e.g. meetings).</li> <li>– General employment-related planning and support (e.g. retirement planning, careers counselling).</li> <li>– Intensive case coordination operated by the employment system where a significant component of case coordination is related to employment supports</li> </ul>

## **8. HOUSING AND COMMUNITY INFRASTRUCTURE**

**APPLIED PRINCIPLES — HOUSING AND COMMUNITY INFRASTRUCTURE**

1. Social housing providers will be responsible for providing accessible accommodation for people in need of housing assistance in line with existing allocation and prioritisation processes, and consistent with universal design principles and livable housing design standards as outlined in the National Disability Strategy 2011-2020, including appropriate and accessible housing for people with disability, routine tenancy support, and ensuring that new publicly-funded housing stock, where the site allows, incorporates Liveable Design features.
2. Housing and homelessness services will continue to be responsible for homelessness-specific services, including through homelessness prevention, outreach and access to temporary and long term housing for people who are homeless, or at risk of homelessness
3. Parties responsible for community infrastructure will continue to improve the accessibility of the built and natural environment (including roads and footpaths) through planning and regulatory systems and through building modifications and reasonable adjustment where required.
4. The NDIS will be responsible for support to assist individuals with disability to live independently in the community, including by building individual capacity to maintain tenancy and support for appropriate behaviour management where this support need is related to the impact of their impairment/s on their functional capacity.
5. The NDIS will be responsible for home modifications required due to the impact of a participant's impairment/s on their functional capacity in private dwellings, in social housing dwellings on a case-by-case basis and not to the extent that it would compromise the responsibility of housing authorities to make reasonable adjustments.
6. The NDIS is also responsible for user costs of capital in some situations where a person requires an integrated housing and support model and the cost of the accommodation component exceeds a reasonable contribution from individuals.
7. The NDIS and the housing system will work closely together at the local level to plan and coordinate streamlined services for individuals requiring both housing and disability services recognising that both inputs may be required at the same time or through a smooth transition from one to the other.

*[NOTE Social housing is inclusive of public and community housing.]*

<i>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — HOUSING AND COMMUNITY INFRASTRUCTURE</i>	
<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Supports that build people’s capacity to live independently in the community, including living skills training, money and household management, social and communication skills and behaviour management, where these are required due to the impact of the person’s impairment/s on their functional capacity.</li> <li>– Supports to assist a person to obtain and maintain accommodation and/or tenancies where these support needs are required due to the impact of the person’s impairment/s on their functional capacity.</li> <li>– Reasonable and necessary home modifications to private dwellings and on a case by case basis in social housing where the modifications are additional to reasonable adjustment and specific to the impact of a participant’s impairment/s on their functional capacity.</li> <li>– User costs of capital in some circumstances, including for disability-specific housing options.</li> <li>– Working with other parties to facilitate appropriate housing options and improve accommodation choices for people with disability, including through developing partnerships with housing providers and influencing the development of housing options and housing design (not regulation or setting standards in housing design).</li> <li>– Supports for participants at risk of or experiencing homelessness to support the participant, their families and carers to access and maintain secure and stable accommodation including by accessing housing and homelessness services, where the need for support is due to the impact of the participant’s impairment/s on their functional capacity.</li> <li>– The coordination of NDIS supports with the housing system and other relevant service systems</li> </ul>	<ul style="list-style-type: none"> <li>– Provision of accessible and affordable accommodation options that meet the needs of people with disability, through social housing within available resources</li> <li>– Provision of routine tenancy support by social housing authorities.</li> <li>– Homelessness-specific services, including homelessness outreach and emergency accommodation.</li> <li>– Provision of accessible community infrastructure, including modifications to general community amenities</li> <li>– Encourage innovative models of affordable and accessible housing investment by private or corporate investors</li> <li>– Social housing providers have a duty to make reasonable adjustment in providing accessible housing stock for people with a disability.</li> <li>– Intensive case coordination operated by the housing or homelessness system where a significant component of the case coordination is related to housing supports.</li> </ul>

*[Further work required in 2013 to define responsibilities for ‘Development of options/innovative models of housing/accommodation solutions’]*

## 9. TRANSPORT

### APPLIED PRINCIPLES — TRANSPORT

1. The public transport system will be responsible for ensuring that transport options are accessible to people with disability, including through concessions to people with disability to use public transport (including parties choosing to provide concessions for the total cost of transport) and compliance with relevant non-discrimination legislation including the Disability Standards for Accessible Public Transport.
2. Other parties will continue to be responsible for transport infrastructure, including road and footpath infrastructure, where this is part of a universal service obligation or reasonable adjustment, including managing disability parking and related initiatives.
3. The NDIS will be responsible for funding supports for individuals that enable independent travel, including through personal transport-related aids and equipment, training to use public transport and modifications to private vehicles (i.e. not modifications to public transport or taxis)
4. The NDIS will be responsible for reasonable and necessary costs associated with the use of taxis or other private transport options for those not able to travel independently

[Note: links with the 'Education Applied Principles' and 'Employment Applied Principles' regarding transport to and from work/school ]

### INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — TRANSPORT

<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> <li>– Training and support to use public transport where public transport is a viable option for the participant and the person's mobility device(s) can be used.</li> <li>– Modifications to private vehicles and driver assessment and training.</li> <li>– Costs associated with innovative transport options for people who cannot travel independently or use public transport due to the impact of their impairment/s on their functional capacity.</li> <li>– Costs associated with the use of taxis/private transport for people who cannot travel independently or use public transport due to the impact of their impairment/s on their functional capacity.</li> </ul>	<ul style="list-style-type: none"> <li>– Accessible public transport.</li> <li>– Concessions to facilitate use of public transport, including where a full concession is offered.</li> <li>– Community transport services.</li> <li>– Modifications to public transport and taxis.</li> </ul>

## 10. JUSTICE

### APPLIED PRINCIPLES — JUSTICE

1. The criminal justice system (and relevant elements of the civil justice system) will continue to be responsible for meeting the needs of people with disability in line with the National Disability Strategy and existing legal obligations, including making reasonable adjustments in accordance with the *Disability Discrimination Act 1992* (CTH), through
  - a ensuring its systems, supports and buildings are accessible for people with disability including appropriate communication and engagement mechanisms, adjustments to the physical environment, accessible legal assistance services and appropriate fee waivers;
  - b general programs for the wider population, including programs to prevent offending and minimise risks of offending and reoffending and the diversion of young people and adults from the criminal justice system; and
  - c the management of community corrections, including corrections-related supervision for offenders on community based orders.
2. Other parties and systems will be responsible for supports for people subject to a custodial sentence or other custodial order imposed by a court or remanded in custody. This includes where a court has ordered a person reside in a prison, or other facility accommodating people on custodial orders such as youth detention and training facilities, secure mental health facilities or secure facilities for people with disability. These parties are responsible for meeting the day-to-day care and support needs of people with disability in these custodial settings, including supervision, personal care and general supports which are also required by the general custodial population, and also general supports to enable skill development and living skills and promote the effective transition of people with disability out of custodial settings, in line with supports offered to other people in custodial settings.
3. The health system, mental health system and other parties will be responsible for operating secure mental health facilities which are primarily treatment focused.
4. The NDIS will continue to fund reasonable and necessary supports required due to the impact of the person's impairment/s on their functional capacity in a person's support package where the person is not serving a custodial sentence or other custodial order imposed by a court or remanded in custody. As such the NDIS would fund supports where the person is on bail or a community based order which places controls on the person to manage risks to the individual or the community (except in the case of secure mental health facilities).
5. The NDIS will fund specialised supports to assist people with disability to live independently in the community, including supports delivered in custodial settings (including remand) aimed at improving transitions from custodial settings to the community, where these supports are required due to the impact of the person's impairment/s on their functional capacity and are additional to reasonable adjustment.
6. Where a person is remanded in custody NDIS funding for reasonable and necessary supports in the participant's plan will continue to be available to the person when they are released.
7. The NDIS and the justice system will work closely together at the local level to plan and coordinate streamlined services for individuals requiring both justice and disability services recognising that both inputs may be required at the same time or through a smooth transition from one to the other.

*[Note: Governments acknowledge that the NDIS interface with justice is complex. Consistent with the approach to all interface areas, the lessons learned from NDIS trial will assist governments in refining the supports most appropriately provided by the NDIS and those most appropriately provided by other service systems.]*

<u>ROLE OF THE NDIS AND OTHER PARTIES — JUSTICE</u>	
<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<b>SUPPORTS FOR PEOPLE IN CONTACT WITH THE CRIMINAL JUSTICE SYSTEM CURRENTLY LIVING IN THE COMMUNITY (INCLUDING PEOPLE ON BAIL, PAROLE AND NON-CUSTODIAL ORDERS)</b>	
<ul style="list-style-type: none"> <li>– Coordination of NDIS supports in collaboration with the supports offered by the justice system, including for victims, witnesses and alleged offenders with disability.</li> <li>– Supports to address behaviours of concern (offence related causes) and reduce the risk of offending and reoffending such as social, communication and self-regulation skills, where these are additional to the needs of the general population and are required due to the impact of the person’s impairment/s on their functional capacity and are additional to reasonable adjustment</li> <li>– The NDIS will continue to fund the reasonable and necessary supports including the funded supports outlined in the participant’s plan, including assistance with planning, decision making, scheduling, communication, self-regulation and community living.</li> </ul>	<ul style="list-style-type: none"> <li>– Pre-sentence psychological and psychiatric reports regarding cognitive ability, psychiatric conditions or other matters required to assess a person’s ability to plead in court or considerations prior to sentencing or diversion.</li> <li>– Support for people with disability including victims and witnesses of crime to access and navigate the justice system including guardianship, advocacy, community visitors and legal support.</li> <li>– Reasonable adjustment to mainstream services provided to individuals, organisations and systems that have contact with the justice system that provide services to people with disabilities</li> <li>– Court-based support programs and specialist lists, including bail support</li> <li>– Management of offenders to ensure compliance with supervised orders or conditions.</li> <li>– Early identification and intervention programs and post-custody services to prevent (re)offending, including in accessible formats for people with disability.</li> <li>– Offence specific interventions which aim to reduce specific criminal behaviours, reasonably adjusted to the needs of people with a disability and which are not clearly a direct consequence of the person’s disability.</li> <li>– Intensive case coordination operated by the justice or other service systems where a significant component of the case coordination is related to the justice system.</li> </ul>

**SUPPORTS FOR PEOPLE SUBJECT TO CUSTODIAL SENTENCES OR OTHER CUSTODIAL ORDERS (INCLUDING PEOPLE ON REMAND)**

- Coordination of NDIS supports with the supports offered by the justice and other service systems.
- For people in a custodial setting (including remand) the only supports funded by the NDIS are those required due to the impact of the person's impairment/s on their functional capacity and additional to reasonable adjustment, and are limited to.
  - aids and equipment;
  - allied health and other therapy directly related to a person's disability, including for people with disability who have complex challenging behaviours;
  - disability specific capacity and skills building supports which relate to a person's ability to live in the community post-release;
  - supports to enable people to successfully re-enter the community; and
  - training for staff in custodial settings where this relates to an individual participant's needs.
- Where a person is remanded in custody, NDIS funding for reasonable and necessary supports in the participant's plan will continue to be available to the person when they are released.
- Pre-sentence psychological and psychiatric reports regarding cognitive ability, psychiatric conditions or other matters required to assess a person's ability to plead in court or considerations prior to sentencing or diversion
- Offence specific interventions which aim to reduce specific criminal behaviours, reasonably adjusted to the needs of people with a disability and which are not clearly a direct consequence of the person's disability
- Early identification and primary intervention programs, post-custody services to prevent (re)offending, including in accessible formats for people with disability.
- Meeting the day-to-day support needs of people while in custodial settings (as well as forensic services in custodial settings) including personal care, fixed aids and equipment (e.g. hoists and specialised beds) and supports required by reasonable adjustment.
- Secure accommodation facilities (including the accommodation, general operations and supports available to all people in the facility) where a person is residing in this facility due to a custodial order, including supervision, personal care and fixed aids and equipment.
- Support for people to access and navigate the justice system including guardianship, advocacy, community visitors and legal support.
- Intensive case coordination operated by the justice or community services systems where a significant component of case coordination is with justice or enforcement agencies.
- Advising, consulting and assisting prison systems to improve supports for eligible prisoners including the development and implementation of behaviour management, risk and case management plans.
- Implementing practical disability training available to Corrections Officers and other criminal justice staff and additional specific disability training to

	<p>staff having high contact with people with disability within the prison.</p> <ul style="list-style-type: none"> <li>– Assisting prison staff to understand individual client’s needs and human rights, especially in relation to triggers for challenging behaviours, de-escalation strategies, issues associated with vulnerability and interaction with other prisoners, as specified in any behavioural plan the person may have.</li> <li>– Cultural, linguistic and religious support for people in custody (including Aboriginal Liaison Officers, Cultural Liaison Officers, Chaplaincy).</li> <li>– Training and skills to increase people’s capacity to live in the community post-release, in line with the supports offered by these systems to other people in custodial settings, as part of the reintegration process and to reduce recidivism, including general education services and self-regulation.</li> </ul>
<p><b>SUPPORTS FOR PARTICIPANTS RESIDING AT YOUTH TRAINING CENTRES (ALSO KNOWN AS YOUTH JUSTICE CENTRES OR YOUTH DETENTION CENTRES)</b></p>	
<ul style="list-style-type: none"> <li>– Coordination of NDIS supports with the supports offered by the justice, disability, education, health, community services and other systems.</li> <li>– For young people in youth training centres (or youth justice centres) the only supports funded by the NDIS are those which are required due to the impact of the person’s impairment/s on their functional capacity and additional to reasonable adjustment, and are limited to: <ul style="list-style-type: none"> <li>• aids and equipment;</li> <li>• allied health and other therapy directly related to a child or young person’s disability, including for children and young people with disability who have complex challenging behaviours;</li> <li>• disability specific capacity and skills building supports which relate to a person’s ability to live in the community post-release;</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>– Intensive case coordination operated by the justice or community services systems where a significant component of case coordination is with justice or enforcement agencies</li> <li>– Support for people to access and navigate the justice system including guardianship, advocacy, community visitors and legal support.</li> <li>– Meeting the day-to-day support needs of young people while in residential centres including supervision, personal care, fixed aids and equipment (e.g. hoists and specialised beds) and supports required by reasonable adjustment.</li> <li>– Implementing practical disability training available to Corrections Officers and other criminal justice staff and additional specific disability training to staff having high contact with people with disability within the prison.</li> <li>– Offence specific interventions which aim to reduce specific criminal</li> </ul>

<ul style="list-style-type: none"><li>• supports to enable people to successfully re-enter the community, and</li><li>• training for staff in custodial settings where this relates to an individual participant's needs.</li></ul>	<p>behaviours, reasonably adjusted to the needs of young people with a disability (for example, therapeutic services to address problematic sexual or violent behaviour or difficulties with self-regulation).</p> <ul style="list-style-type: none"><li>– Early identification and intervention programs and post-custody services to prevent (re)offending, including in accessible formats for young people with disability.</li><li>– Secure accommodation facilities (including the accommodation, general operations and supports available to all young people in the facility) where the purpose of this accommodation is to safeguard the community or prevent (re)offending</li><li>– Mental health services (as described in the Mental Health interface).</li><li>– Drug and alcohol services (as described in the Health interface).</li><li>– Education services (as described in the Education interface).</li></ul>
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## 11. AGED CARE

### APPLIED PRINCIPLES — AGED CARE

1. The aged care system will continue to be responsible for access to quality and affordable aged care and carer support services, including through subsidies and grants, industry assistance, training and regulation of the aged care sector, information assessment and referral mechanisms, needs-based planning arrangements and support for specific needs groups and carers.
2. Consistent with Principle 6 of the *Principles to Determine Responsibilities of the NDIS and Other Service Systems*:
  - a where a participant chooses to move from the NDIS to the aged care system there will be a seamless approach to the person's transition between these systems, with the person supported at all points during the transition to ensure people receive appropriate supports as they age;
  - b the NDIS and the aged care system will recognise their relative areas of expertise and seek to leverage this expertise as appropriate
3. A participant can choose to continue to receive supports from the NDIS after age 65, or can choose to take up an aged care place.
  - a. A person ceases to be a participant in the NDIS when the person enters a residential care service on a permanent basis, or starts being provided with community care on a permanent basis, and this first occurs only after the person turns 65 years of age (residential care service and community care have the same meanings as in the *Aged Care Act 1997*).
  - b All parties will fulfill the responsibilities set out under Schedule F of the National Health Reform Agreement in relation to aged care and disability services, to the extent relevant to Parties of the Agreement (Clause 17 National Disability Insurance Scheme, Intergovernmental Agreement).
4. An NDIS participant under the age of 65 can choose to purchase support from an aged care provider and the NDIS will fully meet these 'reasonable and necessary' support costs.

## **Schedule I**

# **Transfer of WA administered sites to the National Disability Insurance Agency**

1. This Schedule is to be read in conjunction with:
  - a. Schedule A: Participant Transition Arrangements in Western Australia.
  - b. The Intergovernmental Agreement on Federal Financial Relations
2. This schedule covers the NDIS in the Lower South West, South Metro and Kimberley-Pilbara regions and sets out:
  - a. the phasing and financial arrangements for NDIS participants managed by the WA government for the period 1 July 2017 to 31 December 2018; and
  - b. implementation arrangements to support the transfer of NDIS participants managed by the WA government to the NDIA, for the period 1 December 2017 to 31 December 2018.
3. Arrangements for all other regions in WA are outlined at Schedule A: Participant Transition Arrangements in WA and Schedule B: Financial Arrangements for Transition in WA.
4. This schedule ceases on 31 December 2018 unless otherwise agreed in writing by both parties.

### **Transfer planning**

5. WA will work collaboratively with the NDIA to develop a detailed Transfer Plan by 8 December 2017 for the transfer of WA administered NDIS sites to the NDIA.
6. Existing participants of the WA NDIS will transfer to the NDIA in a carefully managed way. It is agreed that existing participants of the WA NDIS will transfer to the NDIA by 31 December 2018, in accordance with the arrangements set out in the Transfer Plan.
7. The Transfer Plan will include an agreed communication strategy to ensure all relevant stakeholders have access to timely and accurate information about the transfer arrangements.
8. The NDIA recognises that the existing sector and community consultation mechanisms used by the WA will be a valuable source of information on transition and participant experience. The NDIA will seek to engage with these groups as a matter of priority.

### **Access to data**

9. The Parties agree to the establishment of a joint information and data sharing protocol with the NDIA, to ensure that all information and data required for the

successful and timely transition of WA managed participants is transferred to the NDIA

10. The data sharing protocol will include appropriate mechanisms for managing privacy requirements.
11. The data sharing protocol will allow NDIA to receive the following information/data, required for the timely and seamless transition of NDIS participants from the NDIA, as soon as practicable:
  - a. Participant details;
  - b. Funding details;
  - c. Individual plans for each participant and plan review timelines;
  - d. Early intervention arrangements;
  - e. Details of service provider involvement in individual plans, where available, including a list of registered service providers in WA; and
  - f. Information on any Information, Linkages and Capacity Building contracts.

#### **Transfer Process**

12. The Parties agree that the transition of NDIS sites managed by the WA government is efficient and in a manner that minimises disruption to the supports and services provided to participants.
13. Planning for the transfer of WA Department of Communities (DoC) participants should commence as soon as possible, to give clarity to participants, providers and the NDIA. This will require negotiation between the Parties and the NDIA.
14. Existing participants who entered the WA NDIS via the WA DoC sites in the Lower South West, South Metro, Central South Metro, North East Metro, Wheatbelt and Kimberley-Pilbara will remain WA DoC participants until they have fully transferred to the NDIA. The NDIA will formally take over responsibility for these participants no later than 31 December 2018, in accordance with the arrangements set out in the Transfer Plan.
15. From 31 December 2017, the NDIA will deploy administrative resources in these regions and will work with WA DoC to:
  - a. register service providers with the NDIA, and preparing service providers to claim from the NDIA participant portal, using NDIA prices; and
  - b. transfer existing participant plans to NDIA plans and processes, conducting plan reassessments as necessary and preparing participants to use the NDIA participant portal.

#### **Participant phasing**

16. With respect to clauses 12 to 15 above:

- a. new NDIS participants will transition to the NDIS in the Perth Hills trial and trial expansion sites in accordance with Table 1 of Schedule A: Participant Transition Arrangements in WA;
- b. new NDIS participants will transition to the NDIS in the WA NDIS trial and trial expansion sites, Kimberley-Pilbara and the remaining population of South Metro in accordance with Table 2 of Schedule A: Participant Transition Arrangements in WA; and
- c. phasing in these regions will include NDIS participants who are managed by the NDIA under the national model, as well as participants managed by WA DoC under the WA NDIS. WA DoC and the NDIA will ensure that the total number of participants in these locations will be managed in accordance with clause 14 of Schedule A: Participant Transition Arrangements in WA.

### **Funding Arrangements**

17. The Parties agree that, for 2017-18, the Commonwealth will be responsible for:

- a. an agreed, fixed per client contribution for each existing client that has transferred from State specialist disability services to the NDIS, and other participants, under the age of 65 (Indigenous Australians under the age of 50), that amounts to 40.6 per cent of agreed package costs;
- b. an agreed, fixed per client contribution for all participants 65 years and over (Indigenous Australians over the age of 50), that amounts to 100 per cent of agreed package costs;
- c. a maximum of 50 per cent of Local Coordination and Information, Linkages and Capacity Building (ILC) costs; and

18. The Parties agree that, for 2017-18, WA will be responsible for:

- a. providing an agreed, fixed per client contribution for each existing client that has transferred from State specialist disability services to the NDIS, and other participants, under the age of 65 (Indigenous Australians under the age of 50), that amounts to 59.4 per cent of agreed package costs;
- b. a minimum of 50 per cent of Local Coordinator and ILC costs;
- c. 100 per cent of all administration and operational costs in WA NDIS sites; and
- d. 100 per cent of any cost overruns for higher participant numbers and/or higher average package costs.

19. The estimated contribution to package costs of WA and the Commonwealth is outlined in Schedule B: Financial Contributions for Transition in WA (Table 1). The agreed funding contribution by client cohort reflects an average estimated funding contribution and not the cost of individualised plans. The weighted average funding contribution is based on the entire WA population under 65 that is expected to transition to the NDIS and therefore, is not representative of the expected average package cost at any point in time during the transition period.

20. The Parties agree that the Commonwealth will contribute funding on a monthly basis in arrears, based on the actual number of existing clients (including trial participants) and new and other participants entering the NDIS each month, multiplied by the agreed per client funding contribution. The number of existing and new or other participants who will enter into the scheme during transition and the sequencing is detailed in Schedule B: Participant Transition Arrangements in Western Australia.
21. The Commonwealth is contributing its existing available funding for specialist and other disability services and supports, therefore:
- d. Commonwealth contributions are based on an agreed per client funding contribution for different cohorts, and may increase or decrease based on actual participant intake;
  - e. the agreed per participant funding contribution for different cohorts, is a weighted cost based on a full scheme national average cost per participant;
  - f. Commonwealth contributions for participants are limited to the quarterly intake of existing and the quarterly intake of new and other participants, as outlined in Schedule A of this Agreement (Table 2); and
  - g. for the purpose of the Commonwealth making a contribution, a participant is assessed as having transitioned to the NDIS at the time of plan approval.
22. The Parties agree that the WA DoC is responsible for funding all support costs associated with the plan once a participant has an approved plan in place, until 30 June 2018 noting the Parties' respective funding contributions to support costs outlined in paragraphs 17(a) and 18(a).
23. As the Commonwealth will contribute funding on a monthly basis in arrears during transition, WA may need to make earlier cash contributions to address any cash flow issues associated with this arrangement. WA will ensure that the WA DoC has access to cash equivalent to a floor of one month of agreed annual funding contributions for participants in the scheme at the end of the previous month less in-kind contributions for the participants in the scheme. These early payments, if made by WA to address cash flow issues, will be offset against later payments once cash has built in the scheme and before the end of 2017-18.
24. The Parties will allow cash to build up in the scheme up to a ceiling. The cash ceiling will be equivalent to three months of total agreed annualised funding contributions in respect of those participants in the scheme with an approved plan as at the end of each month. Calculations of the cash ceiling will be updated each month by WA. Where the level of cash that has built in the scheme approaches the cash ceiling, contributions by the parties will be limited to the level of the cash ceiling, as calculated at the end of that month.
25. The Parties agree that cash that builds in the scheme can be used by WA to manage cash flow risks and to manage costs back to the agreed total funding, if commitments in plans are higher than expected. If costs cannot be managed back to the agreed total funding then, consistent with the responsibilities in paragraph 18(d), WA and the Commonwealth will work together to develop agreed mitigation proposals which could include changes to participant phasing arrangements.

26. The method of calculating the Commonwealth’s monthly contribution, and associated reporting requirements, to enable the provision of the required contribution by each party is outlined at Appendix A to this schedule.

- a. The Commonwealth’s contribution will also include additional adjustments, including the reallocation of intergovernmental payments on the Commonwealth’s behalf, as outlined at Table 4; and
- b. WA will issue reports within 15 days of the end of every month. Once the Commonwealth accepts each report, it will pay its required contribution through standard Intergovernmental payment processes administered by the Commonwealth Treasury, which generally will occur within 38 days of the end of every month. This allows for sufficient time to calculate costs based on actual participant numbers, and for WA and the Commonwealth to agree the value of each month’s contribution.

27. The estimated funding contribution from WA is outlined at Table 1, subject to the client phasing in Schedule A (Table 2) and the agreed annualised funding contribution in Schedule B (Table 1).

**Table 1:** Estimated WA funding contribution

	2017-18 (\$m)
Existing State participants	138.1
New and other Commonwealth participants, including Residential Aged Care	17.9
Local Coordinator and ILC	28.3
Other Administration	20.7
<b>Estimated WA contribution</b>	<b>205.0</b>

28. The estimated financial contribution from the Commonwealth is outlined at Table 2:

**Table 2:** Estimated Commonwealth funding contribution

	2017-18 (\$m)
Existing State participants	94.3
New and other Commonwealth participants, including Residential Aged Care	12.2
Participants over the age of 65	10.0
Local Coordinator and ILC	16.7
<b>Estimated Total Commonwealth contribution<sup>1</sup></b>	<b>133.2</b>

<sup>1</sup>The Commonwealth's contribution is based on the actual intake of clients multiplied by the agreed per client funding contribution and therefore may be lower than the estimated total contribution outlined in this table.

### **Intergovernmental Payments**

28. The Parties agree that the Intergovernmental payments currently provided by the Commonwealth to WA for the purpose of providing disability services to individuals should be paid to the WA DoC on behalf of the Commonwealth by WA, in line with clients transitioning to the NDIS.

29. Intergovernmental payments include:

- a. the National Disability Specific Purpose Payment (NDSPP);
- b. the relevant portion of payments made under the National Partnership Agreement on Pay Equity for the Social and Community Services Sector (SACS NP); and
- c. payments under the National Partnership on Home and Community Care (HACC).

30. The Parties agree that on-payment of the above Intergovernmental Payments will be calculated based on the actual number of existing state specialist disability clients that transfer to the NDIS, with payments arrangements consistent with clause 20 above.

31. The agreed annualised repayment by client cohort for each Intergovernmental payment is outlined at Schedule B (Table 6):

32. The estimated repayment of Intergovernmental payments is outlined at Table 3:

**Table 3:** Estimated On-payment of Commonwealth Intergovernmental payments for participants

	2017-18 (\$m)
Repayment of Commonwealth Intergovernmental payments	38.1

### Cash and In-Kind Contributions

33. The estimated Commonwealth cash and in-kind contribution is outlined at Table 4:

**Table 4:** Commonwealth cash and in-kind contributions

	2017-18 (\$m)
In-kind: Mobility Allowance	0.8
In-kind: Continence Aids Payment Scheme	0.2
In-kind: Disability Employment Assistance: Australian Disability Enterprises	2.2
In-kind: Hearing Services Program	0.8
In-kind: Partners in Recovery	0.8
In-kind: Support for Day to Day Living in the Community	0.1
In-kind: Younger Onset Dementia Key Worker Program	-
In-kind: Younger People in Aged Care	5.5
<b>Total Commonwealth In-kind Contribution</b>	<b>10.4</b>
Cash – On-payment of Intergovernmental Payments by WA	38.1
Cash - Estimated Commonwealth payment to WA under this Agreement	84.6
<b>Total Commonwealth Cash Contribution</b>	<b>122.8</b>
<b>Total Commonwealth Contribution</b>	<b>133.2</b>

<sup>1</sup> represents an amount of less than \$50,000.

34. The estimated WA cash and in-kind contribution is outlined at Table 5:

**Table 5:** WA cash and in-kind contributions

	2017-18 (\$m)
In-kind: School Bus Service	2.8
In-kind: Taxi User Subsidy Scheme	1.0
In-kind: Out of Home Care Placements	0.5
In-kind: School-based Personal Care and Support	3.3
In-kind: WA Country Health Regional Therapy Services	0.3
In-kind: Ventilator Dependant Quadriplegic Program	0.6
In-kind: Prosthetics	0.9
In-kind: ICLS	1.2
In-kind: Mental Health	0.6
In-kind: Staffed Resi Services	1.1
In-kind: Therapy	5.8
In-kind: Respite	4.9
In-kind: Community Aids and Equipment	3.0
In-kind: Other Supports	1.0
In-kind: Behaviour Support	0.6
<b>Total WA In-kind Contribution</b>	<b>27.6</b>
Cash	128.4
<b>Estimated Total WA Contribution</b>	<b>156.0</b>

## **Appendix A**

### **Commonwealth Contribution Requirements in 2017-18**

1. WA is to provide the following information to Commonwealth within 15 days of the end of each month:
  - a. a cash flow and expense report that identifies, where relevant, expense and cash balances of the WA Department of Communities (DoC) disaggregated by:
    - i. NDIS support packages;
    - ii. Local Coordinator costs; and
    - iii. Information, Linkages and Capacity Building (ILC).
  - b. detailed calculations for the Commonwealth's contribution to NDIS package costs, including:
    - i. the total Commonwealth contribution to package costs based on the number of active participants in the NDIS, by cohort and agreed unit price;
    - ii. Commonwealth offsets from other sources (intergovernmental payments and in-kind contributions);
    - iii. the detail of any adjustments required to previous Commonwealth contribution should any issues be identified subsequent to the original Commonwealth payment; and
    - iv. the current value of the cash ceiling based on three months' worth of average package costs (agreed unit price) for all active participants at the end of the month.
  - c. a de-identified unit record file for each participant in the NDIS.
2. Upon acceptance of the above information, the Commonwealth will pay its contribution through standard intergovernmental payment processes administered by the Commonwealth Treasury.

#### **Commonwealth Contributions**

3. Commonwealth financial contributions to the NDIS are subject to the following financial or participant intake caps:
  - a. the Commonwealth's contribution to the NDIS will not result in the WA DoC holding more than three months' worth of estimated average package costs for all active participants at the end of the month;
  - b. the Commonwealth will pay a maximum of 50 per cent of actual costs incurred for Local Coordination services and ILC grants, on a monthly basis;

- c. the Commonwealth will pay up to the agreed number of existing and new participants, on a cumulative and quarterly basis, as outlined in Schedule A: Participant Transition Arrangements in Western Australia (Table 2); and
- d. the Commonwealth’s cash contribution for package costs, Local Coordination services and ILC grants will not exceed the following annual caps:

**Table 1:** Commonwealth contribution caps (cash basis)

	2017-18 (\$m)
Local Coordination	15.1
Information, Linkages and Capacity Building grants	1.6
NDIS Package Costs	68.0

**Cash Flow/Expense Reporting**

- 4. WA is to provide the Commonwealth a cash flow report that is sufficient to assess basic revenue and expenditure trends for the NDIS in WA, provide indicators of possible risk materialisation and calculate the value of the WA DoC cash ceiling.
- 5. Where applicable, all information is to be provided for the current month and the cumulative year to date, and is to include the latest projections for the end of the financial year.
- 6. For package costs, the report must include details of:
  - a. cash revenue provided to the NDIS, disaggregated by the Commonwealth and WA (and acquitted funds from providers of support, where they are paid in advance);
  - b. in-kind revenue provided to the NDIS, disaggregated by the Commonwealth and WA;
  - c. cash expenditure made by the NDIS;
  - d. in-kind expenditure made by the NDIS, disaggregated by Commonwealth and WA in-kind revenue sources;
  - e. the cash balance of the WA DoC noting that some providers of NDIS supports may be paid in advance on expected usage of services in a participant’s plan; and
  - f. the current value of the cash ceiling based on three months’ worth of average package costs (agreed unit price) for all active participants at the end of the month.
- 7. For Local Coordinators and ILC, the report must provide actual expenditure, disaggregated by Commonwealth and Western Australian funding allocations.

### Detailed Contribution Calculations

8. The Commonwealth contribution is to be calculated on the following basis:

<p><b>Commonwealth Contribution =</b></p> <p><b>A:</b> For each cohort, the number of active participants at the end of the previous month multiplied by 1/12 of the agreed annualised unit price multiplied by the Commonwealth's funding share for that cohort.</p> <p style="text-align: center;"><b>LESS (-)</b></p> <p><b>B:</b> For each cohort, the number of participants at the end of the previous month plus participant churn (participants who have exited the scheme<sup>1</sup> or aged over 65 and remain in the scheme), multiplied by 1/12 of the agreed intergovernmental on-payment unit price.</p> <p style="text-align: center;"><b>PLUS (+)</b></p> <p><b>C:</b> For each cohort, the net number of additional participants transitioned in the current month multiplied by 1/24 of the agreed annualised unit price multiplied by the Commonwealth's funding share for that cohort.</p> <p style="text-align: center;"><b>LESS (-)</b></p> <p><b>D:</b> For each cohort, the number of additional participants transitioned in the current month plus participant churn, multiplied by 1/24 of the agreed intergovernmental on-payment unit price.</p> <p style="text-align: center;"><b>LESS (-)</b></p> <p><b>E:</b> The estimated annual Commonwealth in-kind contribution multiplied by 1/12.</p> <p style="text-align: center;"><b>LESS (-)</b></p> <p><b>F:</b> Required adjustment to ensure that the annual Commonwealth financial cap for package costs or the WA NDIS authority's cash ceiling is not breached.</p> <p style="text-align: center;"><b>PLUS (+)</b></p> <p><b>G:</b> 50 per cent of Local Coordinator expenditure incurred for the current month, less any required adjustment to ensure that the annual Commonwealth financial cap for Local Coordinators is not breached.</p> <p style="text-align: center;"><b>PLUS (+)</b></p> <p><b>H:</b> 50 per cent of Information, Linkages and Capacity Building grant expenditure incurred for the current month, less any required adjustment to ensure that the annual Commonwealth financial cap for Information, Linkages and Capacity Building grants is not breached.</p> <p style="text-align: center;"><b>PLUS/MINUS (+/-)</b></p> <p><b>I:</b> Required adjustment to the value of previous Commonwealth contributions, should any issues be identified subsequent to the original Commonwealth payment.</p>
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<sup>1</sup> excludes participants who have transferred to the NDIA.

**De-identified Unit Record File**

9. WA is to provide a de-identified unit record file for each NDIS participant to support the provision of Commonwealth contributions. At a minimum, the following information to be included in the file:
  - a. A statistical linkage key;
  - b. Age;
  - c. Aboriginal or Torres Strait Islander;
  - d. Gender;
  - e. NDIS region;
  - f. Participant cohort (e.g. Supported Accommodation) ;
  - g. NDIS stream (i.e. Disability, Early Intervention, Psychosocial Support)
  - h. Primary disability (e.g. Autism);
  - i. Annualised package cost;
  - j. Date of plan approval;
  - k. Active/Inactive; and
  - l. Date of Inactive.

## **Schedule J**

### **Workforce**

1. The Parties agree to give effect to clause 32 of the *Bilateral Agreement between the Commonwealth and Western Australia on the transition to a National Disability Insurance Scheme in Western Australia* (the Bilateral Agreement), being that the first offer of employment for the National Disability Insurance Agency (NDIA) is to be made to appropriately skilled Western Australian Government staff working on programs in the scope of the National Disability Insurance Scheme (NDIS). This includes Western Australian Government staff employed in roles which will discontinue as a result of the introduction of the NDIS.
2. The Parties agree that the appointment of an appropriately skilled workforce to the NDIA within the required timeframes is essential to the ongoing success of the NDIS. In addition, it is acknowledged that Western Australia (WA) will need to retain capability during transition at the same time as the NDIA will need to build capability.
3. The Parties recognise and value the skills of affected WA staff and that these skills will be a valuable contribution to the successful implementation of the NDIS.
4. The Parties are committed to working together to place affected WA staff, in accordance with this Schedule, into ongoing roles within the NDIA.
5. The objectives of this Schedule are to ensure:
  - a. the workforce requirements of the NDIA are able to be fulfilled within the required timeframes;
  - b. the WA Government and affected WA staff have an understanding of the NDIA's workforce requirements;
  - c. the WA Government is able to manage the availability of staff to deliver WA's existing disability support related services to existing clients during the transition period; and
  - d. affected WA staff have clear information on the confined merit-based assessment process of the NDIA and the employment arrangements prior to commencement with the NDIA.

### **Nature of Employment**

6. The Commonwealth, NDIA and the WA Government are committed to do everything practicable to attract and employ suitably skilled affected WA staff to ongoing roles within the NDIA where the NDIA has a need for staff with those skills.
7. Offers of ongoing employment will be made to affected WA staff wherever practicable and could be made at any time during the transition period.
8. Staff selected for ongoing Australian Public Service (APS) employment in the NDIA will be engaged under section 72 of the *Public Service Act 1999* (Cth). As such, this agreement only applies to the engagement of affected WA staff to employment covered by that Act. The secondment arrangements for WA Government employees to the NDIA will be made via a formal written agreement between the NDIA and the

Department of Communities (WA). This agreement will outline the specific terms of the secondments and duration.

9. Where arrangements are made for permanent WA Government employees to be seconded by the NDIA in advance of the merit-based recruitment processes outlined in this schedule, the NDIA is not obliged to retain the WA Government employee as an APS employee once their secondment period is completed.
10. The APS work level standards, the WA Public Sector Capability Profiles and the specific WA job role requirements will be used to map the NDIA's employment level that most closely equates to the substantive level of work at which the individual WA Government staff member is employed in their state government employment. Following a confined merit based selection process, suitable selected staff will be offered employment at this level, where a vacancy exists. However, where no vacancies exist at that level, affected WA staff may choose to be considered for employment in the NDIA below that level.
11. These arrangements do not apply to senior executive positions.

#### **Recruitment process**

12. The NDIA and the WA Government will develop a confined merit based selection process to fill roles within the NDIA by matching suitably skilled affected WA staff with vacant positions in the NDIA and making first offers of employment to any affected WA staff found suitable through the confined merit based selection process. Participating in the process will be voluntary for affected staff.
13. The NDIA will conduct the agreed confined merit based assessment process in specific NDIA service locations within WA state boundaries. Affected WA staff will be required to indicate their interest in employment with the NDIA, and be deemed suitable to meet the skill requirements for the vacant position. The NDIA agrees that a WA Government nominee may be on each of the assessment panels.
14. All affected WA staff who proceed through the confined merit based assessment and are found suitable by the NDIA will be given a first offer of employment for NDIA vacancies in WA and will be given priority, notwithstanding that the NDIA may advertise externally at the same time to ensure all vacant NDIA positions are filled.
15. All offers of employment from the NDIA to WA Government staff must be consistent with all relevant WA and Commonwealth legislation, including the *Public Service Act 1999*, the *Fair Work Act 2009* and merit based selection processes.
16. Affected WA staff with disability will be encouraged and supported to participate in this process.
17. The NDIA retains the right to only offer employment to affected WA staff who have the skills commensurate with its vacant positions.
18. Offers of employment to affected WA staff, deemed suitable through the recruitment process, will commence in accordance with the dates to be agreed to in the Operational Plan.
19. Any subsequent increases in NDIA staffing levels in WA during transition will be subject to further first offers of employment to affected WA staff.

20. The three-step process for the transition of affected WA staff to the NDIA to support the national roll-out of the NDIS, will accord with APS recruitment policies and processes, and is as follows:

**STEP 1 – Planning**

- a. The NDIA will identify the jobs to be performed, skills, experience and qualifications required, APS classification structure, ongoing requirements, locations for servicing participants, and the number of staff required which will also inform the funding provisions on movement to the NDIA.
- b. The NDIA will work with the WA Government to identify appropriate matching of APS and WA Government classification levels with APS work level standards including capability requirements and transferrable skills, where applicable. The Parties agree that WA Government Level 4/5 Local Coordinators may be suitable for a range of roles with the NDIA, including APS Level 4, APS Level 5 and APS Level 6 roles, depending on the capability, skills and experience of the individual Local Coordinator.

**STEP 2 – Selection**

- a. The NDIA will provide an Employee Information Pack as part of the recruitment process to outline the nature of employment on offer and will conduct a confined merit based assessment process to select affected WA Government staff that are suitable and are willing to move to the APS.
- b. The NDIA will provide the WA Government with the advertisements for the roles and these will be circulated to affected WA staff. The confined merit based assessment process will be open to affected WA staff interested in the advertised position. Applications from affected WA staff who currently work in the specific advertised NDIA service location will be given first preference for consideration for engagement based on the results of the confined merit assessment process. Affected WA staff outside the initial service location will then be considered for engagement. Note that these will be concurrent actions as part of the recruitment process.
- c. Expressions of interest for the roles will be developed and include position descriptions and employment terms.
- d. Applications by interested affected WA staff will be made direct to the NDIA through its recruitment portal.
- e. The NDIA will establish a recruitment panel, including the option of a nominee from the WA Government, to assess applications, conduct a confined merit based assessment process and make recommendations for engagement consistent with the merit-based recruitment practices in the Commonwealth.
- f. The NDIA will provide the WA Government with the names of affected WA staff found suitable from the selection process.
- g. The NDIA will undertake and pay for the applicable pre-employment checks (which could include Working with Children and Working with Vulnerable Persons checks, or equivalents).

### **STEP 3 - Engagement of Selected Staff**

- a. Dates of engagement will be agreed between the WA Government and the NDIA.
- b. The NDIA will finalise the listing of selected staff and communication will be sent to the WA Government advising it of those staff who have received offers of employment and accepted those offers.
- c. The NDIA will provide a final listing of names, classifications, roles and salaries of selected staff to the Australian Public Service Commission to formalise the engagement under section 72 of the *Public Service Act 1999*.
- d. The APS Commissioner will consider the request and make a determination to engage selected staff as APS employees in the NDIA under section 72 of *Public Service Act 1999*.

### **Security clearance**

21. Police checks of selected staff will be undertaken prior to an offer being made.
22. Selected staff placed in roles within the NDIA that require access to protected information will be subject to the required level of security vetting consistent with APS guidelines.

### **Transfer process**

23. An agreed plan to transfer selected WA Government staff to the NDIA will be developed with the WA Government with the aim of minimising any disruption to ongoing service delivery of the WA Government.

### **Probation**

24. Selected staff will not be required to serve a probationary period of employment on commencement with the NDIA.

### **Terms of Employment**

25. Selected staff who are classified as *transferring employees* under the *transfer of business* provisions under Part 6-3A of the Fair Work Act, will have their terms and conditions of employment transferred in accordance with the transfer of business provisions of that Act.
26. The terms and conditions of employment of staff who are not classified as *transferring employees* will be set by the NDIA Enterprise Agreement 2016-19 (or a replacement enterprise agreement).
27. Selected staff who are not classified as *transferring employees* will have their salaries maintained at the level of remuneration received from the WA Government immediately prior to acceptance of an offer of employment with the NDIA, for two years from the date of commencement of that employment with the NDIA. WA agrees to cover the cost of this salary maintenance.

### **Leave Entitlements**

28. For employees who are classified as *transferring employees*, leave entitlements will be recognised consistent with the provisions of the Fair Work Act.
29. For employees who are not classified as *transferring employees*, leave entitlements will be as per the NDIA Enterprise Agreement 2016-19 (or a replacement enterprise agreement).

### **Annual Leave**

30. Selected staff will have their existing annual leave entitlement (accrued and pro-rata) paid out by the WA Government.

### **Long Service Leave**

31. Selected staff will have their existing accrued long service leave entitlement paid out by the WA Government.

### **Personal Leave**

32. Selected staff who are classified as *transferring employees* with an accrued personal leave entitlement will be taken to have accrued that entitlement under the relevant copied WA industrial instruments.

### **Superannuation**

33. The NDIA will make compulsory employer contributions as required by the applicable legislation and fund requirements.
34. The current default superannuation fund in the NDIA is the Public Sector Superannuation Accumulation Plan (PSSap). The NDIA will provide employer superannuation to members of the PSSap at the rate applying in the PSSap Trust Deed, which is currently 15.4% of an employee's fortnightly contribution salary.
35. Any additional superannuation options will be dependent on the rules of the employee's current scheme and any other legislative or fund requirements.

### **Communications**

36. The Parties agree to a collaborative and cooperative approach between the NDIA and WA Government departments consistent with the aims of this Agreement.
37. The NDIA will regularly consult with local WA Government officials on recruitment activities and opportunities throughout the transition period.

### **Union rights and responsibility in the workplace**

38. Union rights and responsibilities in the workplace (including right of entry provisions and consultation on change) are recognised through the provisions of the Fair Work Act.

### **Definitions**

For the purpose of this Schedule, the following definitions will apply:

- Affected WA staff means a permanent employee of the WA Government Department of Communities (DoCs) working on programs and services in the scope of the NDIS, including staff working in roles which will discontinue as a result of the introduction of the NDIS.
- Selected staff or selected employee means an affected WA staff member who was deemed suitable to be engaged by the NDIA through a merit based assessment process.
- *Transferring employee* means a selected employee who, under the *transfer of business* provisions under Part 6-3A of the Fair Work Act, will have their terms and conditions of employment transferred in accordance with the transfer of business provisions of that Act.
- *Transition period* means the period from 1 July 2017 to 30 June 2023. All existing WA specialist disability services clients will be transitioned to the NDIA by 30 June 2020.
- Ongoing roles or ongoing employment means permanent roles or permanent employment.
- Personal leave means sick and carers entitlements in the context of WA public sector employees.
- Merit-based assessment process means:
  - An assessment of:
    - The extent to which the person has abilities, aptitude, skills, qualifications, knowledge, experience and personal qualities relevant to perform the relevant duties; and
    - The way in which the person has carried out previous employment.
  - A person is suitable if the person can meet the requirements of the role to a satisfactory level, given a reasonable period of training and on-the-job experience; and
  - If more people are assessed as suitable than the number of roles available, then an assessment based upon the relative merit between these people will be made.
- Confined merit based assessment means that the merit based suitability assessment will only be open to affected WA Government staff who express interest in the advertised roles.
- Category of employment refers to the status of the affected employee being ongoing.
- Nature of employment refers to the engagement of staff under section 72 of the *Public Service Act 1999*.

## **Schedule K**

### **Specialist Disability Housing**

1. The National Disability Insurance Scheme will support the availability of specialist disability housing for participants with high support need, who require and prefer such specialist accommodation to live independently. Residents will be expected to make a reasonable contribution to the cost of their accommodation.
2. The Specialist Disability Accommodation (SDA) Pricing and Payments Framework as endorsed by the Disability Reform Council (DRC) in November 2015 will guide the pricing of specialist disability funding arrangements and set out the scope for whom, and in what circumstances, SDA funding will be provided.
3. The *National Disability Insurance Scheme (Specialist Disability Accommodation) Rules 2016* will provide the legislative authority for funding NDIS participants for specialist disability housing.
4. Nothing in this Schedule affects arrangements set out in the documents referred to at clauses 2 and 3.
5. The Parties agree that WA participants who currently receive specialist disability housing support will not be disadvantaged during the transition to the full NDIS and will be supported to pursue their independent living goals.
6. The NDIS will support specialist disability housing, including for:
  - a. participants in existing specialist supported accommodation;
  - b. participants who currently reside in a residential aged care facility; and
  - c. participants who access alternative or innovative accommodation that is appropriate for people who require specialist disability housing to live independently, as determined by the NDIA.
7. The Parties recognise that the NDIS will not be responsible for delivering general housing for people with disability, such as affordable options for those on lower incomes. Consistent with the mainstream principles at Schedule H: Mainstream Interfaces, the NDIS will complement, but not replace, the efforts of the housing sector, Commonwealth, State and Local governments, and families.
8. The NDIS will support access to affordable housing options for people with disability through local coordination and Information, Linkages and Capacity Building, by helping people with disability link to other systems such as social and community housing; and support people with disability to engage with the private rental market to identify appropriate options. Where reasonable and necessary, participants will also be able to access, through individual package funding, accommodation-related supports such as home modifications, assistance with tenancy obligations, linen service, food preparation, garden maintenance, and the like.

