

Schedule F:
Bilateral Agreement for NDIS trial between the
Commonwealth and the Northern Territory

PART 1 — PARTIES TO THIS AGREEMENT

Parties to this Agreement

1. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Northern Territory (NT) Government.

PART 2 — ROLE AND PURPOSE

Role and purpose of this Agreement

2. This Agreement provides the foundation for a trial of the National Disability Insurance Scheme (the NDIS) in the Barkly region in the NT. It outlines how the National Disability Insurance Agency ("the Agency") is expected to operate in the Barkly region, including the respective roles and responsibilities of the Commonwealth and the NT Government. It takes account of the NT departments' roles as funder, regulator and service provider.
3. This Agreement has been prepared in conjunction with the *National Disability Insurance Scheme Act 2013* (the NDIS Act 2013) and in parallel with the Intergovernmental Agreement for the National Disability Insurance Scheme Launch (the IGA NDIS). The NT Government has entered into this Agreement to permit the effective implementation of the NDIS in the Barkly region of the NT. Consistent with paragraph 129 of the IGA NDIS, this Agreement may be amended at any time by agreement in writing by both Parties.

Trial Site Aims

4. In addition to the objectives of the NDIS trial outlined in the IGA NDIS and the NDIS Act 2013, the Barkly region trial site in the NT will have the following further specific aims:
 - a. offer people with permanent and significant disability in the Barkly region of the NT the care and support they need over their lifetimes;
 - b. provide valuable experience in delivering the NDIS in remote areas, to inform future roll-out across the NT and other parts of Australia;
 - c. explore and evaluate service delivery models required to successfully access and service remote Indigenous people who might be eligible for the NDIS, in particular strategies for early intervention under the scheme that build on and utilise existing effective service delivery frameworks;
 - d. explore rural and remote workforce attraction, retention and skilling strategies in rural and remote environments;
 - e. examine how greater choice and control can be provided to participants who have limited provider options;

- f. explore how a disability service provider market can be stimulated in a rural and remote environment; and
- g. explore options for employment and training for people with disability in rural and remote environments.

PART 3 – NATIONAL DISABILITY INSURANCE SCHEME – FIRST STAGE

Features of the NT trial in the Barkly region

5. The trial site will operate in the Barkly Regional Council local government area of the NT.
6. This Barkly region trial site is expected to cover approximately 150 people from 2014 as set out in Appendix A (103 jointly funded by the NT Government and the Commonwealth, and 47 people solely funded by the Commonwealth, consistent with Schedule F of the National Health Reform Agreement 2011).
7. Participants in the Barkly region will receive ongoing support from the Agency until transition to a full scheme commences.

Areas of agreement for trial

8. The first stage of the NDIS trial in the NT will commence in July 2014.
9. The phasing of the expected number of participants in the NDIS trial in the Barkly region of the NT is detailed in Appendix B. Both Parties agree that cash and in-kind arrangements will be finalised and attached as an additional appendix to this Agreement by May 2014. The Agency, in collaboration with the NT Government and the Commonwealth, is developing participant flow arrangements that are consistent with agreed funding arrangements. The planned intake will be monitored against the allocated NDIS funding (cash and in-kind). The capacity of the Agency to manage the roll-out will be taken into consideration when determining the final roll-out arrangements.
10. The Agency will ensure continuity of support for clients who are receiving supports under existing contracts and who enter the NDIS.
11. Both Parties recognise that, in accordance with the definition of eligibility contained in the NDIS Act 2013, the arrangements for participants who live outside the Barkly region but receive their disability supports within the Barkly region will remain the same.
12. People who enter the NDIS trial under the age of 65 will have the choice of remaining in the NDIS or transitioning to the aged care system once they turn 65 years, or 50 years for Indigenous participants. This reflects the principle of choice and control and ensures people have continuity of care as they age in the NDIS. The arrangements for meeting the cost of participants who age past 65 (or 50 years for Indigenous participants) in the NDIS trial are set out at Appendix A.

13. Where a person over 65 years (or 50 years for Indigenous participants) chooses to remain in the NDIS, the Commonwealth will be responsible for meeting all NDIS trial costs associated with these participants, consistent with the Commonwealth's obligations under Schedule F of the National Health Reform Agreement.
14. Both Parties agree that funds for sector development programs will be made available by the Commonwealth on an equitable basis, consistent with the agreed national framework. Both Parties further agree that NT Government providers of disability services will be included in sector development programs in line with the agreed national framework.

Quality and safeguards

15. The existing NT Government Disability Service Standards and Service Assessment Tool will apply in the Barkly region to relevant new and existing funded participant support programs for the trial, subject to further development of and transition to a nationally consistent risk-based quality assurance approach in the longer-term. The NT Government will identify details of the existing participant support programs in the NT and provide this information to the Agency for the purposes of registering providers under the NDIS. Working arrangements between the NT Government and the Agency to ensure appropriate management and monitoring against these quality assurance frameworks will be developed.
16. A range of existing and new safeguards will minimise the risk of harm to NDIS participants in the NT, protect their right to be safe, and empower them to achieve choice and control over their lives including guardianship, where alternative decision-making arrangements are unavailable, privacy, and child protection.
17. The Agency will establish policies and procedures for employment probity checks for its own staff, the handling of allegations of abuse and neglect of NDIS participants, and notifying the NT Government of serious complaints about service providers that it funds.

Human Resourcing

18. Both Parties agree to develop a comprehensive agreement to govern the secondment, contracting or assignment of NT Government officers and transfer of any functions to the Agency before commencement of the trial.

Consultation

19. Both Parties and the Agency will jointly use existing consultative forums involving people with disability, families, carers and sector and community representatives to advise on the NT trial.

Collection and Management of Data

20. Both Parties agree that the Barkly region trial will be used to collect qualitative and quantitative data and information on any issues relevant to the NT trial including:
- a. eligibility boundaries and changes to the NDIS eligible cohort and full scheme population numbers;
 - b. participants' and their families' experience of the NDIS trial and their views on longer term impacts for the participant and the family, including social and economic participation;
 - c. remote and regional service issues;
 - d. participant needs and scheme design issues applying to Indigenous communities; and
 - e. sector development, capacity and capability.

This, taken together with the outcomes from the other trial sites, will be shared with all governments to facilitate national data collection and consolidation that will contribute to the analysis of costs, liabilities, service interventions, service delivery models and implementation strategies.

21. Data collection and management will take account of participants' best interests and relevant legislation. The data management approach including data collection, storage and transfer will be agreed between the Agency and the NT Government and reflected in a Memorandum of Understanding (the MoU). The MoU will be agreed by May 2014, and the Agency will be required to operate in accordance with the data management approach in it.
22. Both Parties agree to share participant and provider information and data during the trial to ensure continuity of support, financial accountability and effective interactions with supports and services outside the NDIS, subject to privacy and other requirements.

Interactions with existing legislation

23. This Agreement is to be considered in conjunction with existing legislation and is subject to the NDIS Act 2013. This could include the following NT legislation:
- a. *Adult Guardianship Act*;
 - b. *Anti-Discrimination Act*;
 - c. *Care and Protection of Children Act*;
 - d. *Carers Recognition Act*;
 - e. *Criminal Code Act*;
 - f. *Disability Services Act*;
 - g. *Domestic and Family Violence Act*;
 - h. *Education Act*;
 - i. *Health and Community Services Complaints Act*;
 - j. *Housing Act*;
 - k. *Information Act*;

- l. *Mental Health and Related Services Act*;
- m. *Public Trustee Act*; and
- n. *Workers Rehabilitation and Compensation Act*.

Financial contributions

24. Both Parties agree to contribute to the NDIS trial in the Barkly region in accordance with Appendix A.

Overspends and underspends

25. If, at the end of the two-year funding period, costs are less than the anticipated funding commitments set out in this schedule and the NT Government's actual contribution is a different proportion of actual cost, compared to the NT Government's proportion of expected costs (59.4 per cent for the NT Government and 40.6 per cent for Commonwealth), an additional adjustment will be made that will be either:
- a. a payment from the NT Government to the Commonwealth if the actual contribution was a smaller share of actual cost than the jurisdiction's share of expected costs; or
 - b. a payment from the Commonwealth to the NT Government if the actual contribution was a larger share of actual cost than the jurisdiction's share of expected costs.
26. Arrangements for overspends and underspends in all other circumstances are outlined in the IGA NDIS.
27. If at the end of two years there is a net underspend, the NT Government's share of this underspend will be refunded to the NT, or taken into account in determining the NT Government's contribution in the following year, depending on any agreed arrangements for the transition to full scheme.

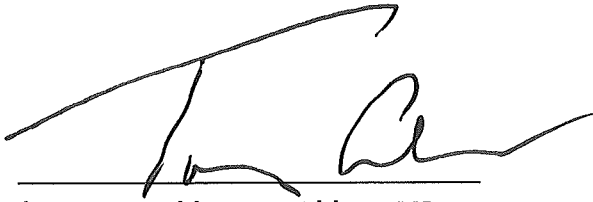
Review of this Agreement

28. This Agreement will be reviewed by both Parties following finalisation of the review of the NDIS Act 2013 and amended if necessary to take account of the review outcomes, with the agreement of both Parties. The review of this Agreement will include consideration of the entry of new participants to the scheme following the response of the Council of Australian Governments to the review of the NDIS Act 2013.

Schedule F - Agreement between the Commonwealth and the Northern Territory

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

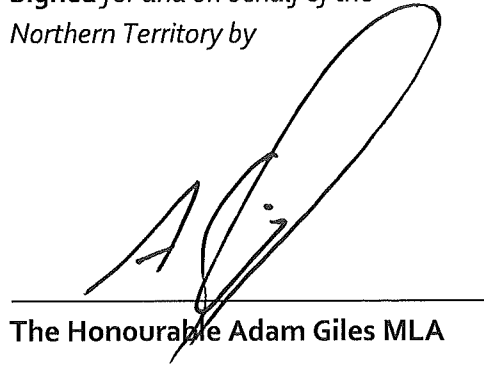
**Signed for and on behalf of the Commonwealth
of Australia by**

A handwritten signature in black ink, appearing to read 'Tony Abbott', written over a horizontal line.

The Honourable Tony Abbott MP

Prime Minister of the Commonwealth of Australia
May 2014

**Signed for and on behalf of the
Northern Territory by**

A handwritten signature in black ink, appearing to read 'Adam Giles', written over a horizontal line.

The Honourable Adam Giles MLA

Chief Minister of the Northern Territory
May 2014

APPENDIX A - FUNDING ARRANGEMENTS FOR TRIAL

1. The Commonwealth and the NT Government agree that the estimated participant population covered by the Barkly region trial and jointly funded by the Commonwealth and the NT is as shown in Table 1.

Table 1	Year 2014-15	Year 2015-16
Estimated participant population	103	104

2. Both Parties agree that the process for phasing in clients of the NDIS trial will be undertaken within the agreed roll-out arrangements (Appendix B). Appendix B sets out the planned intake of the expected number of clients over the trial. The planned intake in this Appendix will be monitored on a monthly basis to ensure that it aligns with the allocated Agency funding (cash and in-kind) for that month.
3. This estimate is based on NT Government existing participant data and 2013 Review of Government Services data, extrapolated to 2014-15.
4. The estimated total cost of NDIS funded supports to the agreed participant profile in Table 1 is shown in Table 2.

Table 2	Year 2014-15	Year 2015-16
Estimated total cost of NDIS funded supports	\$3.3 million	\$4.0 million

Commonwealth contribution

5. The Commonwealth's funding for NDIS funded supports is shown in Table 3.

Table 3	Year 2014-15	Year 2015-16
Commonwealth's funding for NDIS funded supports	\$1.3 million	\$1.6 million

6. The Commonwealth's share of funding for individual support packages will be provided in cash and through direct provision of services. The split of funding between cash and in-kind services will be agreed by May 2014, as an additional appendix to this Agreement.
7. The Commonwealth programs which are expected to be drawn on in providing direct services include:
 - a. Helping Children with Autism;
 - b. Better Start for Children with Disability;
 - c. Young Carers Respite and Information Services;
 - d. Respite Support for Carers of Young People with Severe or Profound Disability;
 - e. Outside School Hours Care for Teenagers with Disability;
 - f. Disability Employment Assistance;
 - g. National Auslan Interpreter Booking and Payment Service;
 - h. Mental Health Respite: Carer Support;
 - i. Personal Help and Mentors Service;
 - j. Younger Onset Dementia Key Workers;
 - k. Hearing Services Program;
 - l. Continence Aids Payments Scheme;
 - m. Partners in Recovery;
 - n. Day to Day Living in the Community;
 - o. Work Based Personal Assistance; and
 - p. Mobility Allowance.
8. The Commonwealth will pay for all Agency-related administration and system support costs associated with the trial.
9. The Commonwealth will be responsible for meeting all scheme costs for participants who turn 65 (50 years for Indigenous participants) and choose to remain in the scheme. The numbers of these participants have been estimated using the Survey of Disability, Ageing and Carers 2009 and Census 2011 data. The estimated numbers of these clients are shown in Table 4.

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Table 4	Year 2014-15	Year 2015-16
Estimated client population aged over 65, or over 50 for Indigenous participants	47	50

10. The estimated cost of NDIS funded supports to the participant profile in Table 4 is shown in Table 5. These participants will be fully funded by the Commonwealth, consistent with Schedule F of the National Health Reform Agreement 2011.

Table 5	Year 2014-15	Year 2015-16
Estimated cost of Commonwealth-only NDIS funded supports	\$1.9 million	\$2.4 million

NT contribution

11. The NT Government share of the cost of NDIS funded supports is shown in Table 6.

Table 6	Year 2014-15	Year 2015-16
NT's funding for NDIS funded supports	\$2.0 million	\$2.4 million

12. The NT Government will make available existing programs and services that provide in-scope disability support for the NT NDIS trial. The NT Government will aim to finalise the nature and value of these programs by May 2014, as an additional appendix to this Agreement.

Arrangements for Intergovernmental Payments

13. Both Parties agree that intergovernmental payments currently provided by the Commonwealth to the NT Government for the purpose of providing disability services to individuals, including through the National Disability SPP, should be repaid to the NDIS on behalf of the Commonwealth commensurate with the expected NDIS participant numbers in the NT trial as a proportion of the total expected NDIS participant numbers in the NT.
14. The NT Government agrees to pay the Agency, on behalf of the Commonwealth, in-kind or cash services to the equivalent value of the amounts set out in Table 7, in instalments during the financial year, at the same time as the contributions to NDIS funded supports, as outlined in paragraph 32 – 39 of the IGA NDIS.

Table 7	Year 2014-15	Year 2015-16
Repayments of Commonwealth Grants by the NT	\$0.3 million	\$0.4 million

APPENDIX B – PLANNED INTAKE OF PARTICIPANTS

1. This appendix sets out the agreed intake of participants over the first three months. The schedule has been designed to facilitate an orderly intake of participants to the NDIS.

The rapid intake has been designed to ensure the maximum numbers of participants are accessing the scheme in the shortest period of time.

2. The planned intake of participants is outlined below:
 - a. by 30 September 2014 current disability and mental health clients receiving NT or Commonwealth services will be assisted to access the scheme on a community by community basis; and
 - b. new clients not currently receiving services will be assisted to access the scheme as their community phases in.
3. The order in which specific communities will be assisted and the timing of assistance to Tennant Creek participants will be settled in discussions between the NT Government and the Agency.

APPENDIX C – NORTHERN TERRITORY BALANCE OF CASH AND IN-KIND CONTRIBUTIONS

1. This appendix sets out and updates the balance of cash and in-kind contributions and the existing programmes that are expected to be drawn on in providing direct services or be transitioned into cash contributions, as agreed in paragraph 42 of the IGA.

Commonwealth cash and in-kind contributions

2. The approach to the transition of existing Commonwealth disability programmes is outlined below:
 - a. transition of existing Commonwealth programmes into cash contribution in trial sites will occur either in part or in full at trial commencement; or as participants enter the NDIS; or as contracts expire over the trial period; and
 - b. some programmes will continue in-kind in trial sites for the duration of the trial period, due to the national focus of those programmes.
3. All existing disability service arrangements listed below will be transitioned from in-kind contribution to cash contributions to the Agency in trial sites in accordance with the approaches outlined in 2a.
4. Based on these approaches, the following Commonwealth disability services/programmes, as set out in Table 1, are expected to transition (either in part or in full) into cash contributions in trial sites only at commencement or as participants enter the NDIS.

Table 1: Commonwealth disability services/programmes transitioning into cash contributions at commencement or as participants enter the NDIS trial

	2014-15	2015-16
Better Start for Children with Disability	\$0.056 million	TBC
Mobility Allowance	\$0.006 million	TBC
Respite Support for Carers of Young People with Severe or Profound Disability	\$0.011 million	TBC
Young Carers Respite and Information Services	\$0.003 million	TBC
Total in-kind contribution	–	TBC
Total cash contribution	\$0.076 million	TBC

5. The following Commonwealth disability services/programmes, as set out in Table 2, will remain as in-kind subject to transition strategies developed by the Commonwealth in consultation with the Agency or will transition (either in part or in full) into cash contributions as contracts expire.

Table 2: Commonwealth disability services/programmes remaining in-kind

	2014-15	2015-16
Continence Aids Program	\$0.063 million	TBC
Hearing Services Program	\$0.009 million	TBC
Improved Support for Younger People with Early Onset dementia	\$0.001 million	TBC
National Auslan Booking Services	\$0.002 million	TBC
Targeted Community Care: Personal Helpers and Mentors	\$0.113 million	TBC
Total in-kind contribution	\$0.188 million	TBC
Total cash contribution	–	TBC

6. The updated Commonwealth share of funding for NDIS funded supports (updated from Table 3 in Appendix A) that is estimated to be provided in cash and through direct provision of services is shown in Table 3.

Table 3: Total Commonwealth contribution to NDIS funded supports

	2014-15	2015-16
Commonwealth cash contribution to the NDIS	\$2.747 million	TBC
Commonwealth in-kind contribution to the NDIS	\$0.188 million	TBC
Repayment of Commonwealth grants*	\$0.295 million	TBC
Commonwealth funding for NDIS funded supports	\$3.230 million	TBC

* Repayment of Commonwealth grants includes funding transferred from the Northern Territory to the Commonwealth from the National Disability Services Specific Purpose Payments (NSPP) and the National Partnership Agreement on Transitioning Responsibilities for Aged Care and Disability Services for clients ageing over 65 in the scheme.

7. The balance of Commonwealth cash and in-kind contributions for 2015-16 will be agreed between the Northern Territory and the Commonwealth at a future date, with the expectation that agreement will be reached no later than 31 March 2015.

Northern Territory cash and in-kind contributions

8. The approach to transitioning the Northern Territory's existing disability programmes is outlined below:
- a. transition of existing Northern Territory programmes into cash contribution in trial sites will occur in either part or in full at trial commencement; or as participants enter the NDIS; or as contracts expire over the trial period; and
 - b. some programmes will continue in-kind in trial sites for the duration of the trial period.
9. Northern Territory disability programmes provided as cash contributions include but are not limited to the programmes and services listed in Table 4. The table below shows the Northern Territory cash contribution from these programmes and other sources not included in Table 5, including new funding and excluding repayment of Commonwealth grants.

Table 4: Northern Territory disability services/programmes provided as cash contributions

	2014-15	2015-16
Group Homes	\$0.317 million	–
In-Home Accommodation Support	\$0.073 million	–
Local Area Coordinators	\$0.076 million	–
Therapy Services	\$0.076 million	–
Regional/Community Support Teams	\$0.037 million	–
Respite (Centre-based, homes, flexible and brokerage)	\$0.088 million	–
Non-Specified Office of Disability Programmes	\$0.594 million	\$2.260 million
Total in-kind contribution	–	–
Total cash contribution	\$1.261 million	\$2.260 million

10. The Northern Territory disability services/programmes set out in Table 5 will remain as in-kind subject to the transition strategies developed by Northern Territory in consultation with the Agency. This excludes repayment of Commonwealth grants.

Table 5: Northern Territory disability services/programmes remaining in-kind

	2014-15	2015-16
Group Homes	\$0.317 million	–
In-Home Accommodation Support	\$0.073 million	–
Local Area Coordinators	\$0.076 million	–
Therapy Services	\$0.076 million	–
Regional/Community Support Teams	\$0.037 million	–
Community Aids Equipment Program	\$0.129 million	\$0.129 million
Total in-kind contribution	\$0.708 million	\$0.128 million
Total cash contribution	–	–

11. The Northern Territory's share of funding for NDIS funded supports that is estimated to be provided in cash and through direct provision of services is shown in Table 6, together with repayments of Commonwealth grants in cash and in-kind (including a repayment for those who turn 65 in the scheme).

Table 6: Total Northern Territory contribution to the NDIS

	2014-15	2015-16
Northern Territory cash contribution to the NDIS	\$1.261 million	\$2.260 million
Northern Territory in-kind contribution to the NDIS	\$0.708 million	\$0.128 million
Total Northern Territory contribution	\$1.969 million	\$2.388 million
Plus Northern Territory repayments of Commonwealth Grants in cash	–	–
Plus Northern Territory repayment of Commonwealth Grants through in-kind services	\$0.295 million	\$0.373 million
Total Northern Territory contribution including repayments of Commonwealth grants	\$2.265 million	\$2.761 million

* Northern Territory's cash contribution listed above comprises existing programme funding only. The Northern Territory's total financial contribution is set out in the Bilateral Agreement between the Commonwealth and the Northern Territory for the NDIS Launch.

12. While the total contribution will not change, as per clause 29 of the IGA, it is recognised that the estimated mix and balance of in-kind and cash contribution may vary due to actual implementation factors. This appendix should therefore be reviewed at least every six months from the commencement of the launch. Consistent with paragraph 129 of the IGA, this appendix may be amended to reflect the outcomes of these reviews. In addition, this appendix may be updated at any time on an ongoing basis with agreement between the Northern Territory and the Commonwealth, who are required to provide at least one month's notice to the Agency of any such change.