

Schedule D:  
Bilateral Agreement for  
NDIS Launch between the Commonwealth and  
Tasmania

## Bilateral Schedule D – Tasmania

### PART 1 – PARTIES TO THE AGREEMENT

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1. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State Government of Tasmania (Tasmania).

### PART 2 – ROLE AND PURPOSE

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#### Role and purpose of this Agreement

2. This Agreement provides the foundation for a National Disability Insurance Scheme (NDIS) launch site in Tasmania. It outlines how the NDIS is expected to operate in the launch site, including the respective roles and responsibilities of the Commonwealth and Tasmanian governments. It takes account of Tasmanian departments' roles as funder, regulator and service provider.
3. This Agreement has been prepared in the absence of the final NDIS legislation, and in parallel with the Intergovernmental Agreement for the NDIS Launch. Tasmania has entered into this Agreement to permit the effective implementation of the NDIS in the Tasmania launch. Consistent with paragraph [129] of the Intergovernmental Agreement for the NDIS Launch, this Agreement may be amended at any time by agreement in writing by the Parties.

#### Launch site aims

4. In addition to the objectives of the NDIS launch outlined in the Intergovernmental Agreement for the NDIS Launch and the NDIS Bill 2012, as enacted into legislation, the Tasmanian launch site will have the following further specific launch aims:
  - a. to provide reasonable and necessary supports for all eligible young people in Tasmania between 15 and 24 years of age ('the launch cohort');
  - b. to protect and enhance individual choice and control for the launch cohort, and where appropriate to build individual capacity to plan, make decisions and manage their lives;
  - c. to enhance the independence of the launch cohort and promote their participation in the community and in employment;
  - d. to increase the sustainability of informal care for the launch cohort;
  - e. to improve the transition experience from school to further education, training, and employment for the launch cohort through effective planning, supportive partnerships and appropriate and timely resources;
  - f. to ensure that the launch cohort and their families who are already clients of the Tasmanian specialist disability service system experience a seamless transition, so that wherever possible and subject to the appropriate consent, pre-existing information, assessments and case notes will be able to be referred to or otherwise accessed under the launch arrangements;
  - g. to ensure effective working arrangements with the Gateway Services for the launch cohort and their families;

- h. to increase the capacity of the Tasmanian disability sector to respond to enhanced individual choice and control; and
- i. to work in effective partnerships with key mainstream government and community sector organisations which provide services to the launch cohort and their families.

**PART 3 – NATIONAL DISABILITY INSURANCE SCHEME – FIRST STAGE**

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**Features of Tasmanian launch site**

- 5. The first stage of the NDIS in Tasmania will cover all eligible residents aged 15-24 as at 1 July 2013. Over the course of the first stage, residents may enter the scheme as they turn 15 years old. In recognition of the need for ongoing support, once a resident has entered the NDIS they will continue to remain in the first stage of the NDIS regardless of age (i.e. 24 years onwards).
- 6. This approach will provide an opportunity to examine and improve the range of supports that need to be in place for young people with disability to ensure a smooth transition between school and work or higher education.
- 7. Approximately 950 people are expected to benefit from the launch of the NDIS in Tasmania during the first stage, as set out in Appendix A.
- 8. Tasmania already has a well established, widely recognised, easy to navigate regional access point – the Gateway Service – which acts as an intake, referral, assessment and Local Area Coordination service for people with a disability in Tasmania.
- 9. Tasmanians will be able to access information about the NDIS through a range of service points in the community. Referrals to the NDIS in Tasmania will be either directly to the NDIS Launch Transition Agency (Agency) or through the Tasmanian Gateway Services.
  - a. Where individuals approach or are referred to the NDIS through the Gateway Services entry point, Gateway Services will work with those individuals who are within the 15-24 year age cohort to assess them for potential eligibility for the NDIS utilising the self-reporting tool;
    - i. where the individual is unlikely to be eligible for the NDIS, Gateway Services will continue to work with the individual in line with Gateway Services' current operational procedures;
    - ii. where the individual is potentially eligible for the NDIS, Gateway Services will refer the client to the Agency for comprehensive planning and assessment as relevant to determine reasonable and necessary goal-based support (where the individual is confirmed to be eligible for NDIS);
    - iii. both parties recognise that the intake and referral functions performed by Gateway Services for potential NDIS clients are consistent with the existing role and function of Gateway Services and, as such, all costs associated with this role will continue to be met by the Tasmanian Government. The Agency will have an out-posted officer co-located within Gateway Services who could receive referrals from the Gateway Services. Referrals by Gateway Services can also be made directly to the NDIS regional office;
  - b. the Gateway Services will provide background materials, diagnosis and any previous assessments to the NDIS where relevant and with the consent of the individual;

- c. dedicated Local Area Coordination services will be contracted by the Agency from Gateway Services. These staff would provide these services to individuals from the 15-24 year age cohort only and use NDIS systems, processes and training;
- d. as providers of Local Area Coordination services, Gateway Services will not be able to provide other specialist disability services to clients of the NDIS; and
- e. the Agency will work with Gateway Services to ensure that the specific skill sets required are available through Gateway Services Local Area Coordination. Best endeavours will be used to achieve this as a primary approach. Where specific skill sets still cannot be met through Gateway Services, as a last resort the Agency may contract services outside of Gateway Services. This can be reflected in the contract between the Agency and Gateway Services.

#### Areas of agreement for launch

- 10. The first stage of the NDIS in Tasmania will commence in July 2013.
- 11. Both parties agree that the process for phasing in the expected clients of the NDIS launch will be undertaken within the agreed roll-out arrangements (Appendix B). Appendix B sets out the planned intake of expected clients over launch. The Agency, in collaboration with Tasmania and the Commonwealth, will develop client flow arrangements before mid-February 2013 that are consistent with the agreed funding arrangements. The planned intake in Appendix B will be monitored on a monthly basis against the allocated NDIS funding (cash and in-kind) for that month. The capacity of the Agency to manage the roll-out will be taken into consideration when determining the final roll-out arrangements.
- 12. The existing Tasmanian quality assurance framework, the Quality and Safety Standards Framework for Tasmania's Department of Health and Human Services (DHHS) Funded Community Sector, will apply in the Tasmania launch site to relevant new and existing funded client support programs for the launch, subject to further development of, and transition to, a nationally consistent risk-based quality assurance approach in the longer term. Under Tasmania's existing quality assurance framework, service providers are required to undertake and demonstrate quality and safety activity against recognised standards, report serious consumer-related incidents to DHHS and have systems and processes in place to ensure that learning from incidents and feedback contribute towards enhancing service delivery.
- 13. In addition, Tasmania will identify details of the existing client support programs in the launch site and provide this information to the Agency for the purposes of registering providers. Working arrangements between Tasmania and the Agency to ensure appropriate management and monitoring against these quality assurance frameworks will be developed.
- 14. Tasmania's existing statutory safeguards for children and young people include the Health Complaints Commissioner, Commissioner for Children, the Public Guardianship, the Public Trustee, and the Anti-Discrimination Commissioner and will continue to operate in Tasmania through the NDIS launch subject to further development of and transition to a nationally consistent risk-based quality assurance approach in a longer-term.
- 15. Both parties agree that decisions taken in relation to the design, implementation and operation of the NDIS launch in Tasmania will have regard to the sustainability of the existing disability system in Tasmania and its role providing supports and services to Tasmanians with disability who are not part of the initial launch.
- 16. Both Parties agree that funds for sector development programs will be made available by the Commonwealth consistent with the agreed national framework on an equitable basis and further

agree that state government providers of disability services will be included in sector development programs in line with the agreed national framework.

### Collection and management of data

17. Both Parties agree that the launch site will be used to collect qualitative and quantitative data and information on any issues relevant to the Tasmania launch and this, taken together with the outcomes from the other launch 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.
18. Data collection and management will take account of clients' best interests and relevant legislation. The data management approach including data collection, storage and transfer will be agreed between the Commonwealth and Tasmania and reflected in an information protocol. The Agency will be required to operate in accordance with the data management approach in the information protocol.
19. Both Parties agree to share client and provider information and data during the launch 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

20. This Agreement is to be considered in conjunction with existing legislation and subject to the finalisation of the NDIS Bill 2012, as enacted into legislation. This could include the following Tasmanian legislation, noting that this list is not exhaustive and may evolve as the implications of the NDIS legislation and its subordinate instruments become clearer:
  - a. *Disability Services Act 2011*;
  - b. *Guardianship and Administration Act 1995*;
  - c. *Public Trustee Act 1930*;
  - d. *Anti-Discrimination Act 1998*;
  - e. *Personal Information Protection Act 2004*;
  - f. *Ombudsman Act 1978*;
  - g. *Education Act 1994*;
  - h. *Guide and Hearing Guide Dogs Act 1967*;
  - i. *Children, Young Persons and their Families Act 1997*;
  - j. *Mental Health Act 1996*; and
  - k. *Motor Accident (Liabilities and Compensation Act 1973)*.

### Financial contributions

21. Both Parties agree to contribute to the NDIS launch site in accordance with Appendix A.

### **Overspends and underspends**

22. If, at the end of the first three years, total three year costs are less than the anticipated three year funding commitments set out in Appendix A and Tasmania's actual contribution is a different proportion of actual cost, compared to Tasmania's proportion of expected costs (59.4 per cent for Tasmania and 40.6 per cent for Commonwealth), an additional adjustment will be made that will be either:
  - a. a payment from Tasmania 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 Tasmania if the actual contribution was a larger share of actual cost than the jurisdiction's share of expected costs.
23. Arrangements for overspends and underspends in all other circumstances are outlined in the Intergovernmental Agreement for the NDIS Launch.

### **Review of this Agreement**

24. This Agreement will be reviewed by both parties following finalisation of the review of the NDIS Bill 2012, as enacted into legislation, and amended if necessary to take account of the review outcomes, with the agreement of both parties. New entrants to the NDIS Tasmanian launch from 1 July 2016 will be accepted subject to the Commonwealth and Tasmanian Governments' final agreement to transition to the full scheme.

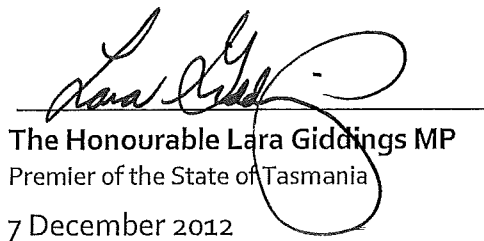
The Parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth  
of Australia by

Signed for and on behalf of Tasmania by



The Honourable Julia Gillard MP  
Prime Minister of the Commonwealth of Australia  
7 December 2012



The Honourable Lara Giddings MP  
Premier of the State of Tasmania  
7 December 2012

## APPENDIX A – FUNDING ARRANGEMENTS FOR LAUNCH

1. The Commonwealth and Tasmania agree that the estimated client population covered by the launch site is as shown in Table 1.

Table 1	2013-14	2014-15	2015-16
Estimated client population	792	960	969

2. This estimate is based on the following assumptions:
- That all clients aged 15-24 currently receiving a specialist disability service transition to the NDIS; and
  - new clients include those that are known from the current needs register.
3. The estimated total cost of providing NDIS funded supports to the agreed client profile in Table 1 is shown in Table 2.

Table 2	2013-14	2014-15	2015-16
Estimated total cost of providing NDIS funded supports	\$13.8 million	\$32.2 million	\$37.3 million

**Commonwealth contribution**

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

Table 3	2013-14	2014-15	2015-16
Commonwealth's funding for NDIS funded supports	\$5.6 million	\$13.1 million	\$15.1 million

5. The Commonwealth's share of funding for NDIS funded supports will be provided in cash and through direct provision of services. The estimated value of cash contributions to the scheme is shown in Table 4.

Table 4	2013-14	2014-15	2015-16
Commonwealth cash contributions to the scheme	\$3.1 million	\$7.3 million	\$8.6 million

6. The Commonwealth programs which are expected to be drawn on in providing direct services include:
- Australian Disability Enterprises;
  - Continence Aids Payment Scheme;



- c. Support for Day to Day Living in the Community A Structured Activity Program;
  - d. Disability Employment Services - Work Based Personal Assistance;
  - e. Hearing Services Program;
  - f. Improved Support for people with younger onset dementia;
  - g. Targeted Community Care - Mental Health Respite: Carer Support and Personal Helpers and Mentors component;
  - h. National Auslan Interpreter Booking and Payment Service;
  - i. After School Hours Care for Teenagers with Disability;
  - j. Partners in Recovery: Coordinated Support and Flexible Funding for people with severe and persistent mental illness and complex needs;
  - k. Respite Support for Carers of Young People with Severe or Profound Disability; and
  - l. Young Carers Respite and Information Services.
7. The Commonwealth will pay for all Agency-related administrative and system support costs associated with the launch.

**Tasmania contribution**

8. Tasmania's share of the cost for NDIS funded supports is shown in Table 5.

Table 5	2013-14	2014-15	2015-16
Tasmanian funding for NDIS funded supports	\$8.2 million	\$19.1 million	\$22.2 million

9. Tasmania's share of funding for NDIS funded supports will be provided in cash and through direct provision of services. Tasmania's cash contributions to the scheme are shown in Table 6.

Table 6	2013-14	2014-15	2015-16
Tasmanian cash contributions to the scheme	\$4.5 million	\$4.5 million	\$4.5 million

10. The Tasmanian programs which are expected to be drawn on in providing direct services include:
- a. supported accommodation;
  - b. respite;
  - c. community access; and
  - d. community support services.

### Arrangements for Intergovernmental Payments

11. The Parties agree that intergovernmental payments currently provided by the Commonwealth to Tasmania for the purpose of providing disability services to individuals, through the National Disability Specific Purpose Payments (NSPP), should be repaid to the Commonwealth commensurate with the expected NDIS client numbers in the Tasmanian launch as a proportion of the total expected NDIS client numbers in Tasmania.
12. Tasmania agrees to pay the Agency on behalf of the Commonwealth the amount of intergovernmental payments as set out in Table 7 in instalments during the financial year, at the same time as the cash contributions to NDIS funded supports, as outlined in paragraphs [32 to 39] of the Intergovernmental Agreement on NDIS Launch.

Table 7	2013-14	2014-15	2015-16
Repayment of Commonwealth grants by Tasmania	\$1.2 million	\$2.7 million	\$3.1 million

13. It is acknowledged that part of the in-kind contribution identified in paragraph 10 will be funded from the NSPP. The proportion of the in-kind contribution which should be counted as a Commonwealth contribution, because it is funded through the NSPP, will be agreed between the Commonwealth and Tasmania once the mix of in-kind and cash has been finalised.

APPENDIX B – PLANNED INTAKE OF CLIENTS OVER THE LAUNCH BASED ON A NUMBER OF CLIENT CHARACTERISTICS

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1. On the basis of the agreed funding and the population assumptions, it has been agreed that the client flow will be as per Table 1 in Appendix A above.
2. It is acknowledged that these clients will need to be phased into the NDIS on a monthly basis. It is further acknowledged that in determining the actual clients that are to be processed, the Agency, jointly with Tasmania will need to ensure an appropriate balance of:
  - a. new clients on the waiting list expressing a need for Individual Support and/or Community Access;
  - b. new clients 15 – 17 years old who require transition planning;
  - c. existing clients currently in receipt of an NDIS Funded Support; and
  - d. existing clients waiting for accommodation support.
3. In determining the client flow, the Agency will need to ensure that there is adequate capacity in funding and resourcing allocation to allow for crisis and unplanned assessments.
4. It is further agreed that in determining the client flow, age groupings may be considered.
5. These strategies will then be considered in the context of the impact of these flows on:
  - a. providers involved and impact on the overall sustainability of the supports provided where this support is required by other individuals;
  - b. the provider transition strategy required to meet the conversion from in-kind to cash contributions;
  - c. the nature of current funding arrangements with providers; and
  - d. the availability of cash and in-kind funds and the needs of the individuals for supports that can or cannot be met by the existing in-kind arrangements.
6. The strategy will be incorporated into detailed joint communication materials from the Commonwealth and Tasmania from March 2013 onwards.