

Bilateral Agreement between the Commonwealth and Western Australia

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.
2. The NDIS will deliver positive outcomes for people with a disability and their families and carers, by taking a fair, sustainable and equitable approach to supporting people with disability.
3. The NDIS in WA will be delivered by WA, operating under State legislation which is intended to mirror, or effectively mirror, agreed provisions of the *National Disability Insurance Scheme Act 2013* (the NDIS Act). The State legislation will ensure there is no divergence between the NDIS in WA and in other parts of Australia on agreed fundamental components of the national scheme into the future, set out in Schedule A, including with respect to:
 - a. access and eligibility;
 - b. reasonable and necessary support;
 - c. quality and safeguarding framework; and
 - d. governance, including relevant Rules under the NDIS Act.
4. The NDIS in WA will:
 - a. provide all eligible people in WA with access to a nationally consistent, insurance-based scheme that guarantees lifetime coverage for participants for the cost of reasonable and necessary care and support;
 - b. provide people with disability choice and control over their disability supports; and
 - c. guarantee a sustainable funding model for the provision of disability supports into the future.
5. The Parties agree that while this agreement is entered into in good faith, it is subject to the Commonwealth and WA meeting in full, all of the conditions set out in this Agreement, including commitments to: State legislation to mirror, or effectively mirror, agreed provisions of the NDIS Act; establish shared responsibilities for governance; agreed funding shares; provide nationally consistent data to enable national performance reporting; and risk sharing arrangements.
6. Should the Commonwealth or WA consider each of the conditions in this Agreement, and its Schedules, not to be met in full, either party is able to withdraw from this Agreement without penalty and without triggering the withdrawal in exceptional circumstances process outlined in clauses 83-86. In this circumstance, the WA Premier or the Prime Minister will advise the other party, in writing, of its intention to withdraw from the Agreement. The Party seeking to terminate the agreement must specify in detail which condition(s) of this Agreement are deemed not to have been

met. The Parties will agree within 30 days a timeframe and process for terminating this Agreement that minimises the impact on NDIS participants in WA.

7. This Agreement covers the roles and responsibilities for the transition to full coverage of a NDIS in WA, building on the lessons learned in NDIS trials conducted in WA, Victoria, New South Wales, South Australia, Tasmania, the Australian Capital Territory and the Northern Territory, and transition in these jurisdictions and Queensland.
8. People with disability will continue to have access to mainstream services provided by the Commonwealth and WA as agreed through the Council of Australian Governments (COAG), and documented in Schedule I, Applied Principles and Tables of Support.
9. The Parties agree to continue work through the COAG Disability Reform Council (DRC), or equivalent multilateral forum, to refine and further develop the NDIS over time.

Definitions

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

Transition	The time period from 1 July 2017 to 30 June 2020.
Full scheme	The time period from 1 July 2020 onwards.
Supported Accommodation	Any participant currently receiving any or a combination of the following state-funded services: <ol style="list-style-type: none"> 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 Disability Services Commission (DSC) Clients	Any other eligible participant receiving a state funded service from the DSC.
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 DSC and WA Mainstream clients) and Residential Aged Care clients.
WA NDIS authority	The body implementing the NDIS in WA, including if this is the DSC for an initial period until a new body is established.
State legislation	<p>WA legislation to enact the NDIS which mirrors, or effectively mirrors, agreed provisions of the NDIS Act.</p> <p>'Mirror' means that a provision of the NDIS Act is adopted word for word in the new WA legislation (except where the provision refers to other parts of the NDIS Act).</p> <p>'Effectively mirror' means that a provision of the NDIS Act is reflected in the new WA legislation and has the same policy outcome as the provision in the NDIS Act.</p>

Part 2 — Parties and Operation of Agreement

Parties

11. This Agreement is between the Commonwealth and WA.

Commencement and Duration of the Agreement

12. The Agreement will commence as soon as the Parties have signed the Agreement.

13. This Agreement will cover transition during which all eligible existing WA disability service clients and 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 National Disability Insurance Agency (NDIA) and WA NDIS delivered trial sites.

14. The Agreement will expire on the date a subsequent agreement is signed by both Parties that expressly intends to replace this Agreement and where the parties agree that the transition phase has concluded.

15. Schedule H of *The Intergovernmental Agreement for the NDIS Launch* and the *National Partnership on the Extension and Expansion of the Trial of WA NDIS Trial Sites* will continue to apply until 30 June 2017.

16. In addition, the Parties agree to amend Schedule H of *The Intergovernmental Agreement for the NDIS Launch* and the *National Partnership on the Extension and Expansion of the Trial of WA NDIS Trial Sites* to provide for the transfer of the trial site operation and expansion from the NDIA to the WA NDIS authority, as set out in

Schedule J *Transition of National Disability Insurance Agency Trial Areas and Workforce* of this Agreement to transfer NDIA participants to the WA NDIS authority.

Interoperability

17. This Agreement is to be considered in conjunction with the following Commonwealth legislation and Agreements:

- a. *National Disability Insurance Scheme Act 2013;*
- b. *National Disability Insurance Scheme (Becoming a Participant) Rules 2016;*
- c. *Disability Discrimination Act 1992;*
- d. *Carer Recognition Act 2010;*
- e. *Family Law Act 1975;*
- f. *Migration Act 1958;*
- g. *Aged Care Act 1997;*
- h. *Social Security Act 1991;* and
- i. *National Health Reform Agreement 2011.*
- j. *Bilateral Agreement between the Commonwealth and WA for the Transition of Responsibilities for Aged Care and Disability Services.*

18. 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.*
19. This Agreement is separate to the Operational Plan that sets out implementation arrangements for the transition to full scheme in WA, as agreed by the Secretary of the Commonwealth Department of Social Services and the Director General of the WA DSC, and the WA NDIS authority.
20. The Operational Plan will be developed following the finalisation of this Agreement and will be reviewed and updated throughout the period of the Agreement.
21. Schedules to this Agreement will include, but not be limited to:
- a. Legislation for the National Disability Insurance Scheme in Western Australia;
 - b. Participant Transition Arrangements in Western Australia;
 - c. Financial Contributions for Transition in Western Australia;
 - d. Cross Billing and Budget Neutrality Arrangements in Western Australia;
 - e. Continuity of Support Arrangements in Western Australia;
 - f. Sector and System Readiness in Western Australia;
 - g. Transition arrangements for Quality and Safeguards in Western Australia;
 - h. Integrated National Disability Insurance Scheme Performance Reporting Framework;
 - i. Arrangements for the Interface between the National Disability Insurance Scheme and Mainstream Services in Transition;
 - j. Transition of National Disability Insurance Agency Trial Areas and Workforce; and
 - k. Supports for Specialist Disability Housing.

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

Part 3 — Role and Purpose of the Agreement

23. This Agreement outlines how the NDIS is expected to expand over the period from July 2017 to June 2020. It builds on the NDIS trial in WA.

24. 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

25. In addition to their roles and responsibilities outlined in existing frameworks and this Agreement, 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;
 - b. engage with people with disability, their families and carers to provide input into ongoing refinements of the policy settings of the NDIS;
 - c. continue to work collaboratively, with the NDIA and other jurisdictions, on ongoing refinement of the policy settings of the NDIS;
 - 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 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;
 - g. facilitate local implementation of the NDIS by preparing existing providers and clients to transition into the scheme, consistent with the phasing agreed at Schedule B and the Operational Plan agreed between the Parties;
 - h. facilitate implementation of the NDIS by maintaining support for people with disability prior to the full roll-out of the NDIS in their area;
 - i. 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;

- j. support WA 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; and
- k. provide continuity of support for existing clients of disability services in accordance with Schedule E to this Agreement.

Shared Responsibility for NDIS Governance

26. The NDIS in WA will be delivered by a WA NDIS authority, established under State legislation and as a Senior Executive Service organisation under the *WA Public Sector Management Act 1994*. It will be governed by an independent Board, with NDIS responsibilities established under the State legislation, which will mirror, or effectively mirror, agreed provisions of the NDIS Act as set out in Schedule A to this Agreement.
27. The Parties agree to progress development of legislation and/or relevant amendments as soon as practicable following this Agreement.
28. The State legislation will establish the agreed shared responsibility of the Parties for governance of the NDIS in WA, including the appointment of any Board or Advisory Committee.
29. Subject to the passage of legislation through the WA Parliament, the State legislation will make provision for:
- a. the WA Minister for Disability Services and the Commonwealth Minister to consult on all appointments to the seven-member WA NDIS authority Board, including the Chair, to ensure the appointment of an appropriately skilled Board with a breadth of experience, with members to have experience in at least one of the following:
 - i. the provision or use of disability services;
 - ii. the operation of insurance schemes, compensation schemes or schemes with long-term liabilities;
 - iii. financial management;
 - iv. corporate governance.
 - b. the WA Minister to appoint four members of a seven-member Board, and four members of the seven-member Independent Advisory Committee. The WA Minister to appoint the remaining three members of the Board and the remaining three members of the Independent Advisory Committee as nominated by the Commonwealth Minister;
 - c. the WA NDIS authority Board to receive advice from the WA Independent Advisory Committee in relation to the achievement of the NDIS objectives; and
 - d. the WA NDIS authority Board to be required to seek independent actuarial advice on the financial sustainability of the NDIS in WA.
30. The WA Premier and the Commonwealth Minister for Social Services will detail in writing the shared governance arrangements that will apply until the State legislation takes effect.

Health Reform Agreement Changes to Roles and Responsibilities

31. The Parties agree to implement changes to the roles and responsibilities of the WA and Commonwealth governments for people aged 65 and over, and under 65, consistent with the roles and responsibilities of other states governments as set out in Schedule F of the National Health Reform Agreement 2011, amended to reflect any changes required by the introduction of the NDIS.
32. This means the Commonwealth will fund 100 per cent of supports for non-Indigenous participants who turn 65, and Indigenous participants who turn 50, and choose to remain in the Scheme.

Part 5 — National Disability Insurance Scheme — Transition to a Full Scheme

Aims of the Transition

33. In addition to the objects and principles outlined in the NDIS Act, to be mirrored, or effectively mirrored, in State legislation, 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. continue to work collaboratively with the NDIA;
 - d. 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 locations which border other jurisdictions;
 - e. support the orderly transition of the NDIA out of WA, including sharing data and information from the NDIA to WA where appropriate;
 - f. 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 DRC;
 - g. 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;
 - h. 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; and
 - i. 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.

Participant Phasing

34. The Parties agree to prioritise the transition of people from the existing WA specialist disability services and from Commonwealth programs to the NDIS in WA, in accordance with Schedule B to this Agreement.
35. Detailed implementation phasing arrangements will be contained in the Operational Plan, to be completed following the finalisation of this Agreement.

Portability of Supports

36. The Parties agree that NDIS supports will be fully portable across Australia.
37. To ensure this, the Parties agree that the State legislation will provide for the same provisions for portability as in the NDIS Act and as set out in Schedule A to this Agreement.
38. During transition, portability will apply in all sites transitioning to the NDIS, consistent with qualifying and ongoing residence requirements in the *National Disability Insurance Scheme (Becoming a Participant) Rules 2016*.

Continuity of Support

39. 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 E to this Agreement.

Sector and System Readiness

40. 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 F to this Agreement.
41. The Operational Plan agreed between the Parties will detail implementation arrangements, including arrangements to support readiness of the disability services market, including providers, broader sector, workforce and participants.

Workforce

42. 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.
43. Arrangements for a first offer of employment to the WA NDIS authority for materially affected NDIA staff who are appropriately skilled are outlined in Schedule J to this Agreement.

Quality and Safeguards

44. Existing WA quality and safeguarding arrangements will apply until a national approach is implemented. Arrangements for Quality and Safeguards during transition in WA are outlined in Schedule G to this Agreement.

Consultation

45. The Parties, in conjunction with the WA NDIS authority, 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

46. 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.
47. 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 and the WA NDIS authority by July 2017. This will require agreement to core data fields and standards, a minimum data set and a standard reporting framework that aligns to the national reporting framework at Schedule H to this Agreement. This is critical to enable national NDIS reporting. The Operational Plan will set out these agreed details.
48. 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

49. The Parties agree to the performance reporting arrangements at Schedule H to this Agreement and the monthly financial reporting arrangements at Schedule C to this Agreement.
50. Any reporting additional to that set out in this Agreement and in the State legislation, mirroring requirements in the NDIS Act, may be negotiated with the WA NDIS authority on a fee for service basis. Cost neutral changes to reporting may be agreed between the Parties at any time.

Evaluation and Review

51. 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.
52. In 2017 a Productivity Commission independent review of scheme costs will commence, and will report no later than 31 December 2017. The review will examine the sustainability of scheme costs, jurisdictional capacity, cost pressures (including wage pressures), changes in the agreed escalation parameters, if efficiencies have been achieved within the scheme, whether there has been any impact on mainstream services, and levers to manage potential cost overruns.

53. Should COAG agree to revise the escalation parameters or risk sharing arrangements, as a result of the review, the Parties will revise their escalation parameters or risk sharing arrangements, as agreed by COAG, however the Commonwealth will only assume a maximum of 25 per cent of risk for participant supports.
54. The Parties agree to review this agreement at least six months before its expiry to determine its effectiveness in delivering a nationally consistent NDIS in WA.

Management of Risk

55. The 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 in WA is sustainable.
56. The Parties agree that the Commonwealth will fund a maximum of 25 per cent of the risk of any increase in costs associated with higher than expected participant numbers or higher package costs, with WA funding the remaining risk.
57. The Parties agree that WA will formally notify the Commonwealth within 45 days of a material risk being verified. An independent actuarial assessment which, undertaken by the Australian Government Actuary (AGA), unless otherwise agreed, will determine the attribution of risk.
- a. Data required to support the actuarial assessment is to be provided to the AGA by the Commonwealth and WA no later than 45 calendar days, or as otherwise agreed by the Parties, after WA provides formal notification that risk has materialised.
 - i. If the required data is not provided by the Commonwealth within this timeframe the Commonwealth will assume a full risk allocation of 25 per cent.
 - ii. If WA does not provide the required data within the timeframe, WA will assume 100 per cent of the materialised financial risk.
 - b. A report on the independent actuarial assessment is to be provided to the Commonwealth and WA no later than 90 calendar days after WA provides formal notification that risk has materialised.
 - c. An actuarial assessment will be performed no more than once per year, with the Commonwealth and WA to evenly share the cost of the actuarial assessment.
58. The arrangements outlined in clauses 56-58 apply for the current design and scope of the NDIS, as reflected in the NDIS Act and in line with agreed legislative changes as a consequence of the NDIS Act Review or legislative changes required to implement this agreement, or other changes as agreed between the Parties.
59. The Parties agree that WA and the Commonwealth will continually monitor and review risks including, but not limited to:

- a. market, sector and system readiness to transition to the NDIS in accordance with Schedule F to this Agreement;
 - b. the implementation of the principles agreed by COAG in April 2013 (Schedule I) 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
 - c. cash flow pressures on the Commonwealth and WA during the transition to full Scheme.
60. If financial or other risks, including those outlined between clauses 56-58, emerge at any time for either party, the party with primary responsibility for the risk will work with other parties to develop agreed mitigation proposals. Response strategies could include:
- a. actions to improve provider and participant readiness, including targeted investment from the Sector Development Fund and initiatives that can be taken within existing programmes run by WA and/or the Commonwealth; and/or
 - b. changes to the participant phasing arrangements outlined in Schedule B to this Agreement, noting other strategies will be pursued fully 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 C to this Agreement.
61. The Parties agree to use the escalation process outlined in clauses 80-82 to resolve issues, including issues that may arise relating to clauses 56-61.

Transition of the NDIA

62. The Parties agree that Schedule J to this Agreement, outlining the transfer of the NDIA trial sites, including the transfer of NDIA trial participants, will be agreed by April 2017 or as soon as practicable after this agreement is finalised.

Implementation of a National Injury Insurance Scheme

63. WA arrangements for people injured in motor vehicle accidents are agreed by the parties to satisfy the nationally-consistent minimum benchmarks to provide no-fault lifetime care and support for people who are catastrophically injured in motor vehicle accidents in WA.
64. WA will continue to work towards the minimum benchmarks for no-fault lifetime care and support for people who are catastrophically injured in work place accidents in WA.
65. If minimum benchmarks for no-fault life time care and support for people who are catastrophically injured in workplace accidents in WA are not deemed to be met by the time full scheme commences, WA will be responsible for 100 per cent of the costs of participants who enter the NDIS due to disability caused by a workplace accidents within WA.
66. WA and the Commonwealth will continue discussions in good faith, through the Council on Federal Financial Relations, on no fault medical injury coverage.

Part 6 — Financial Contributions

Funding Contributions

67. The Parties agree to contribute to the NDIS in accordance with Schedule C to this Agreement.
68. WA will contribute 59.4 per cent of care and support package costs for an agreed number of eligible participants each year for the transition period. The Commonwealth will contribute the remaining 40.6 per cent for care and support package costs.
69. WA and the Commonwealth will equally share the agreed cost of all non-package related costs for ILC supports and local coordination (LC). The maximum level of funding will not exceed any contribution the Commonwealth would make to the NDIA. This will not preclude WA's ability to fund above the agreed amount for ILC and LC, at the full cost above any agreed expenditure, outside of this Agreement.
70. WA will fund 100 per cent of the administration and operating costs of the WA NDIS authority and any Board or Advisory Council established under State legislation.
71. WA will be responsible for managing the upfront cash flow risks of the WA NDIS authority in delivering the NDIS in WA.
72. The Commonwealth and WA will equally share any savings due to lower than expected participant numbers and/or lower package costs, based on the 40.6 per cent and 59.4 per cent package cost split. This will occur through a reversal of the funding mechanism available in other states, in that the Commonwealth will provide funding in arrears based on actual participants that have transitioned.
73. The Parties agree to the long-term arrangements for Cross Billing and Budget Neutrality in accordance with Schedule D to this Agreement and with regard to the National Health Reform Agreement 2011.
74. Payments to WA from the DisabilityCare Australia Fund are subject to required legislative changes being made to recognise State legislation, and will be consistent with arrangements in other jurisdictions, noting the offer for proportional access presented at the DRC throughout 2016, and subject to the passage of required Commonwealth legislation.
75. Consistent with full scheme arrangements in other jurisdictions, the Commonwealth will make a capped, fixed per capita population contribution for participants under the age of 65, grown by 3.5 per cent per annum. In the event that COAG agrees to revise the escalation parameters based on recommendations from the 2017 Productivity Commission review, the parties will revise the escalation parameters to those escalation parameters agreed by COAG.
76. The Commonwealth will cover the full cost of participants in the NDIS who turn 65, and Indigenous participants who turn 50, and who choose to stay in the scheme.

Auditing Arrangements

77. The Commonwealth will request the Commonwealth Auditor-General to ensure the financial audit of the WA NDIS authority is undertaken annually by the Australian National Audit Office under the *Auditor General Act 1997* and includes certification from him or her that funds paid have been acquitted consistent with this Agreement, including the schedules.

Part 7 — Governance of the Agreement

Variation of the Agreement

78. 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

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

Escalation of Issues

80. Any Party may give notice to another Party of a dispute under this Agreement.

81. 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.

82. 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

83. 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.

84. 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.

85. 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.

86. This Agreement may also be terminated by mutual agreement of both Parties, agreed in writing.

*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



31 JAN 2017

Signed for and on behalf of
Western Australia by

The Hon Colin Barnett MP

Premier of Western Australia



26 JAN 2017

Schedule A

Legislation for the National Disability Insurance Scheme in Western Australia

1. This Schedule sets out arrangements for the legislative framework for the National Disability Insurance Scheme (NDIS) in Western Australia (WA).
2. The Parties agree that the NDIS in WA will operate under State legislation which will mirror or effectively mirror agreed provisions of the *National Disability Insurance Scheme Act 2013* (the NDIS Act).
3. The State legislation will ensure there is no divergence between the NDIS in WA and in other parts of Australia on agreed fundamental components of the national scheme into the future outlined in Table 1. The Parties will work collaboratively to agree which of the specific clauses of the NDIS Act listed within Table 1 can be mirrored, or effectively mirrored, and which will need amendment to reflect the WA NDIS entity and other State legislation.
4. Subject to passage through Parliament, WA agrees to progress the following as soon as practicable following this agreement:
 - a. minor amendments to existing State legislation to facilitate transition to the NDIS in WA from July 2017; and
 - b. comprehensive new State legislation which will establish the wider legislative framework for the NDIS in WA from mid-2018.
5. The Parties agree that new State legislation for the NDIS in WA will include a mechanism for ensuring that core legislative provisions remain consistent with those in the NDIS Act and subordinate instruments over time, including:
 - a. criteria for becoming a participant;
 - b. access to reasonable and necessary supports; and
 - c. choice and control in relation to supports and services.
6. The parties agree that State legislation and the NDIS Act will facilitate full portability of the NDIS across Australia.
7. The Parties agree that there will be regular reviews of the new State legislation the first to start two years after commencement, with terms of reference to be agreed between the Western Australian and Commonwealth Ministers. The reviews will include the extent to which the NDIS in WA is achieving national consistency in relation to the agreed components in Table 1. Subject to passage through Parliament, the Commonwealth agrees to progress any necessary amendments to the NDIS Act required as a result of this bilateral agreement.
8. WA will consult with the Commonwealth on an exposure draft of the new State legislation and the Commonwealth will consult with WA on:
 - a. an exposure draft of its Bill amending Commonwealth legislation to support the establishment of the NDIS in WA; and

- b. an exposure draft of its Bill amending the NDIS Act, following agreement by Council of Australian Governments (COAG) in December 2016.

Table 1 - Agreed fundamental components of the NDIS	
Component	Reference point in NDIS Act
Objects and Principles	Chapter 1, Part 2
Definitions	Chapter 1, Part 4.
Role of the Ministerial Council	Chapter 1, Part 5
Assistance for People with Disability (including Information, Linkages and Capacity Building)	Chapter 2
Participants and their plans (includes reasonable and necessary support, choice and control and right to plan review)	Chapter 3
Administration relating to: <ul style="list-style-type: none"> • Participants and other persons • Privacy • Registered providers of support • Children • Nominees • Review of decisions 	Chapter 4 <ul style="list-style-type: none"> • Part 1 Divisions 1 & 2 • Part 2. • Part 3 • Part 4 • Part 5 • Part 6
Compensation payments and their impact on reasonable and necessary supports	Chapter 5
Functions of the WA NDIS authority	Chapter 6, Part 1, section 118
WA NDIS authority Board and the Independent Advisory Council	Chapter 6, Part 2, section 127 and Chapter 6, Part 3, section 147 and as provided in this Agreement.
Reporting to the Ministerial Council and Commonwealth Minister	Chapter 6, Part 5 sections 176, 177, 178 and 179.
Ongoing Actuarial advice	Chapter 6, Part 6A
Other matters such as: <ul style="list-style-type: none"> • Debt recovery, notification, protection against liability for actions of persons, protection against criminal liability & timeframes for decision making • Review of the Act • Legislative instruments 	Chapter 7 and as provided in this agreement.

Quality and Safeguards framework	<p>WA will continue to work with the Commonwealth and jurisdictions on the implementation of a national NDIS Quality and Safeguarding Framework as endorsed by COAG on 9 December 2016.</p> <p>The Parties agree that existing Western Australian 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.</p>
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Schedule B

Participant Transition Arrangements in Western Australia

1. This Schedule is to be read in conjunction with:
 - a. Schedule C: Financial Contributions for Transition in Western Australia;
 - b. Schedule E: Continuity of Support Arrangements in Western Australia; and
 - c. Schedule J: Transition of National Disability Insurance Agency Trial Areas and Workforce.
2. The transition to the National Disability Insurance Scheme (NDIS) in Western Australia (WA) will commence on 1 July 2017. The transition of all existing Western Australian specialist disability clients will be completed by July 2020 and is expected to benefit around 39,097 people with disability.
3. From 1 July 2017, arrangements in this Schedule will be implemented by the Director General of the Western Australian Disability Services Commission (DSC). Once the new WA NDIS authority is established, implementation will be through the Chief Executive Officer (CEO) of that new authority. Obligations of the Director General and the CEO will be set out in agreed phasing rules.
4. The participant phasing schedule has been designed with regard to the following considerations:
 - a. the advice of the WA Government on operational matters;
 - b. the readiness of the market and disability sector to transition to the NDIS in WA as outlined at Schedule F to this Agreement;
 - c. the transition of existing disability systems managed by the Parties;
 - d. experience to date from the NDIS trials; 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.
5. In WA, by July 2020, it is estimated that 39,097 people will have transitioned to the NDIS, including around 25,665 from the existing Western Australian specialist disability system that will be replaced by the NDIS.
6. Existing participants of the NDIS administered by the National Disability Insurance Agency (NDIA) will transfer to the WA NDIS authority on 1 July 2017. Administrative arrangements for the transfer of participants are outlined in Schedule J to this Agreement.
7. 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 existing trial sites, eligible participants will transition in the following sequence:

- a. Kimberly-Pilbara and the remaining population of South Metro will commence transition to the NDIS from 1 July 2017;
 - b. Goldfields-Esperance, North Metro and the remaining populations of the Wheatbelt, South West and Central South Metro will commence transition to the NDIS from 1 July 2018; and
 - c. Midwest-Gascoyne, Great Southern, Central North Metro and South East Metro will commence transition to the NDIS from 1 July 2019.
8. 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 DSC clients that currently receive a state funded service from the DSC.
9. 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.
10. 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.
11. The Parties agree that detailed planning of transition will be developed following the finalisation of this Agreement through an Operational Plan developed by WA and the Commonwealth. The Operational Plan will also detail arrangements for the interface between the NDIS and the Commonwealth aged care system for participants aged 65 and over.
12. The agreed annual participant intake, based on clauses 5-10 above is outlined at Tables 1-3 below:

Table 1: Agreed 2017-18 Participant Intake (end period)

Client Cohort	2017-18 Q1	2017-18 Q2	2017-18 Q3	2017-18 Q4	2017-18 Total
Supported Accommodation	112	112	0	0	225
Block-funded	582	582	0	0	1,163
Other Existing State Clients	339	339	708	708	2,094
Sub-total Existing State clients	1,033	1,033	708	708	3,481
New and Other Commonwealth Participants	383	383	879	879	2,523
Total Intake	1,415	1,415	1,587	1,587	6,005
Total Cumulative Intake¹	11,262	12,677	14,264	15,851	

Note: Discrepancies in totals are due to rounding.

¹Includes 9,847 participants carried forward from both comparative trial sites.

Table 2: Agreed 2018-19 Participant Intake (end period)

Client Cohort	2018-19 Q1	2018-19 Q2	2018-19 Q3	2018-19 Q4	2018-19 Total
Supported Accommodation	198	198	0	0	395
Block-funded	1,054	1,054	0	0	2,108
Other Existing State Clients	440	440	2,493	2,493	5,867
Sub-total Existing State clients	1,692	1,692	2,493	2,493	8,370
New and Other Commonwealth Participants	265	265	1,076	1,076	2,681
Total Intake	1,956	1,956	3,569	3,569	11,051
Total Cumulative Intake¹	17,808	19,764	23,333	26,902	

Note: Discrepancies in totals are due to rounding.

¹Includes 15,851 participants carried forward from 2017-18.

Table 3: Agreed 2019-20 Participant Intake (end period)

Client Cohort	2019-20 Q1	2019-20 Q2	2019-20 Q3	2019-20 Q4	2019-20 Total
Supported Accommodation	397	397	0	0	793
Block-funded	1,145	1,145	0	0	2,290
Other Existing State Clients	315	315	1,784	1,784	4,198
Sub-total Existing State clients	1,856	1,856	1,784	1,784	7,281
New and Other Commonwealth Participants	496	496	1,961	1,961	4,914
Total Intake	2,353	2,353	3,745	3,745	12,195
Total Cumulative Intake¹	29,255	31,607	35,352	39,097	

Note: Discrepancies in totals are due to rounding.

¹Includes 26,902 participants carried forward from 2018-19.

13. Should the cumulative number of active participants underpinning Tables 1-3 be reached prior to the end of a quarter, any additional participants will be prioritised into the NDIS in the following quarter.

14. The total estimated annual intake of participants (with approved plans), is outlined in Table 4 below:

Table 4: Total estimated annual intake of participants

Client Cohort	Trial	2017-18	2018-19	2019-20	Total
Existing State clients	6,533	3,481	8,370	7,281	25,665
New and Other Participants	3,314	2,523	2,681	4,914	13,432
Total Intake	9,847	6,005	11,051	12,195	39,097
Total Cumulative Intake¹	9,847	15,851	26,902	39,097	

Note: Discrepancies in totals are due to rounding.

¹Includes 26,902 participants carried forward from 2018-19.

15. 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 5 below, and are in addition to the number of participants outlined at Table 4 above:

Table 5: Agreed Number of People Aged 65 and Over

Client Cohort	2017-18	2018-19	2019-20
Cumulative Participants Aged 65 and Over ¹	659	1,155	1,864

¹Includes 366 participants carried forward from trials.

16. 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.

17. In setting the Commonwealth funding cap for 'new' participants, the Commonwealth and WA agree to set the Commonwealth 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 WA NDIS authority 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 additional 'new' participants (over and above the Commonwealth 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 the Commonwealth.

18. Where possible, the Parties agree to provide adequate data to the WA NDIS authority six months prior to the commencement of transition, to support the transfer of clients to the NDIS and consistent with Schedule F to this Agreement.

19. 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
Narembeen
Narrogin
Northam
Nungarin
Pingelly
Quairading
Tammin
Toodyay
Trayning
Victoria Plains
Wagin
Wandering
West Arthur
Westonia
Wickepin
Williams
Wongan-Ballidu
Wyalkatchem
Yilgarn
York

Laverton
Leonora
Menzies
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

Schedule C

Financial Contributions for Transition in Western Australia

1. This schedule is to be read in conjunction with:
 - a. Schedule B: Participant Transition Arrangements in Western Australia;
 - b. Schedule D: Cross Billing and Budget Neutrality Arrangements in Western Australia; and
 - c. Schedule E: Continuity of Support Arrangements in Western Australia.

Funding Arrangements

2. The Parties agree that, during the transition period, 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
 - d. a maximum of 25 per cent of any cost overruns for higher participant numbers and/or higher average package costs.
3. The Parties agree that, during the transition period, Western Australia (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 for the WA NDIS authority and the WA Board and Independent Advisory Committee established under State legislation; and
 - d. a minimum of 75 per cent of any cost overruns for higher participant numbers and/or higher average package costs, and 100 per cent of any cost overruns due to other factors.
4. Table 1 details the estimated contribution to package costs of WA and the Commonwealth. 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	19,637	20,768	22,101
Other Existing	44,163	46,062	48,043
Residential Aged Care	90,036	93,907	97,945
New and Other Participants ¹	19,637	20,768	22,101
Weighted Average	41,383	43,163	45,019
Participants aged 65 and over	59,592	62,155	64,827

¹Other Participants include people currently receiving support from a Commonwealth Home Care package.

5. 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.
6. The Commonwealth is contributing its existing available funding for specialist and other disability services and supports, therefore:
 - a. Commonwealth contributions are based on an agreed per client funding contribution for different cohorts, and may increase or decrease based on actual participant intake;
 - b. the agreed per participant funding contribution for different cohorts, is a weighted cost based on a full scheme national average cost per participant;
 - c. 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 B of this Agreement; and
 - d. for the purpose of the Commonwealth making a contribution, a participant is assessed as having transitioned to the NDIS in WA at the time of plan approval.

7. The Parties commit to reconciling WA's financial contribution in respect of the trial period prior to 1 July 2017, with the outcome of the reconciliation processed by 31 August 2017. Any credit or debit provided to WA will be considered wholly separately from either party's contribution under the transition funding arrangements.
8. The Parties agree that:
 - a. the WA NDIS authority is responsible for funding all support costs associated with the plan once a participant has an approved plan in place; and
 - b. administrative details of this arrangement will be finalised through the Operational Plan developed by WA and the Commonwealth.
9. 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: Agreed annualised funding contribution to NDIS package costs for participants under the age of 65 at the end of the financial year.

	2017-18 (\$)	2018-19 (\$)	2019-20 (\$)
Weighted Average Package Cost during transition ¹	41,376	42,655	46,055

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

10. 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 NDIS authority 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 the financial year in which they are made. At the end of transition the Commonwealth will pay all outstanding contributions for the transition period.
11. 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.
12. 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 2(d), WA and the Commonwealth will work together to develop agreed mitigation proposals which could include changes to participant phasing arrangements.

13. 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 6; 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.

14. The estimated funding contribution from WA is outlined at Table 3, subject to the client phasing in Schedule B and the agreed annualised funding contribution in Table 1 above:

Table 3: Estimated WA funding contribution

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)	Total (\$m)
Existing State participants	258.7	429.5	733.8	1,422.1
New and other Commonwealth participants, including Residential Aged Care	55.1	91.8	150.2	297.1
Local Coordinator and ILC	28.9	44.2	53.4	126.5
Other Administration	20.7	33.5	53.0	107.2
Budget neutral adjustment	0.0	0.0	52.2	52.2
Estimated WA contribution	363.4	599.1	1,042.7	2,005.1

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

Table 4: Estimated Commonwealth funding contribution

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)	Total (\$m)
Existing State participants	176.7	293.4	501.2	971.2
New and other Commonwealth participants, including Residential Aged Care	37.6	62.7	102.6	202.9

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)	Total (\$m)
Participants over the age of 65	29.7	53.0	93.1	175.8
Local Coordinator and ILC	23.9	36.8	44.7	105.4
Budget neutral adjustment	0.0	0.0	-52.2	-52.2
Estimated Total Commonwealth contribution¹	267.9	445.9	689.2	1,403.0

¹The 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.

Risk

16. If financial risk materialises from higher participant numbers and/or higher average package costs, the parties agree that WA will immediately formally notify the Commonwealth that financial risk has materialised, on a cash basis. Both parties will then agree mitigation strategies to limit future risk, where possible.
17. The 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 in WA is sustainable.
18. The Parties agree that the Commonwealth will fund a maximum of 25 per cent of the risk of any increase in costs associated with higher than expected participant numbers or higher package costs, with WA funding the remaining risk.
19. The Parties agree that WA will formally notify the Commonwealth within 45 days of a material risk being verified. An independent actuarial assessment which, undertaken by the Australian Government Actuary (AGA), unless otherwise agreed, will determine the attribution of risk.
 - d. Data required to support the actuarial assessment is to be provided to the AGA by the Commonwealth and WA no later than 45 calendar days, or as otherwise agreed by the Parties, after WA provides formal notification that risk has materialised.
 - i. If the required data is not provided by the Commonwealth within this timeframe the Commonwealth will assume a full risk allocation of 25 per cent.
 - ii. If WA does not provide the required data within the timeframe, WA will assume 100 per cent of the materialised financial risk.
 - e. A report on the independent actuarial assessment is to be provided to the Commonwealth and WA no later than 90 calendar days after WA provides formal notification that risk has materialised.

- f. An actuarial assessment will be performed no more than once per year, with the Commonwealth and WA to evenly share the cost of the actuarial assessment.

20. The arrangements outlined in clauses 56-58 apply for the current design and scope of the NDIS, as reflected in the NDIS Act and in line with agreed legislative changes as a consequence of the NDIS Act Review or legislative changes required to implement this agreement, or other changes as agreed between the Parties.

National NDIS Minimum Data Set

21. The Parties agree to the establishment and maintenance of a national NDIS minimum data set, with:

- a. the NDIA responsible for storing, and providing access to the national data set (including to all States and Territories);
- b. WA and the NDIA to provide input into the national data set within 30 days after the end of every quarter;
- c. the input into the national data set is to align with Schedule H; and
- d. the Commonwealth, WA and the NDIA aim to scope detailed arrangements for the national data set by 30 June 2017, with the data set to be implemented by 31 December 2017.

22. The parties agree that the Commonwealth and WA will evenly share the cost of building and maintaining the data set, with agreed contributions reflected as a revision to this schedule, once finalised.

Intergovernmental Payments

23. 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 NDIS authority on behalf of the Commonwealth by WA, in line with clients transitioning to the NDIS.

24. 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 D: Cross Billing and Budget Neutrality Arrangements in WA.

25. The Parties agree that:

- a. 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 paragraph 4 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 WA NDIS authority over the transition period, as outlined in Schedule D: Cross Billing and Budget Neutrality Arrangements in WA. For 2017-18, this will occur through an additional contribution from the NDSPP.

26. The Parties agree that, from 1 July 2020, the Commonwealth will no longer provide Intergovernmental payments to WA relating to specialist disability services, outside of any funding contributed through a future bilateral agreement for Full Scheme NDIS or a National Partnership Agreement on the DisabilityCare Australia Fund.

27. The agreed annualised repayment by client cohort for each Intergovernmental payment is outlined at Table 5:

Table 5: Annualised On-payment of Intergovernmental payments for NDIS participants

	2017-18 (\$)	2018-19 (\$)	2019-20 (\$)
Supported Accommodation	37,700	34,431	36,559
Block only funding	3,219	2,981	3,229
Other Existing WA clients	7,239	6,611	7,020
Weighted Average¹	8,382	7,668	8,160

¹The 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.

28. The estimated repayment of Intergovernmental payments is outlined at Table 6:

Table 6: Estimated On-repayment of Commonwealth Intergovernmental payments for participants

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)
Repayment of Commonwealth Intergovernmental payments	71.4	103.8	180.4
Budget Neutral Adjustment, via NDSPP ¹	0.0	50.5	0.0
Total	71.4	154.2	180.4

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

Cash and In-Kind Contributions

29. The Parties agree to work towards ceasing in-kind contributions to the NDIS by the end of the transition period, 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:

- 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 WA NDIS authority and, where contract novation occurs, provide funding to the WA NDIS authority at the value of the novated contract on a monthly basis (or as otherwise agreed with the WA NDIS authority) until the contract terminates.

30. In-kind contributions during transition will be based on the agreed current cost of delivering the services.

31. The estimated Commonwealth cash and in-kind contribution is outlined at Table 7:

Table 7: Commonwealth cash and in-kind contributions

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)
In-kind: Mobility Allowance	2.5	3.9	6.7
In-kind: Contenance Aids Payment Scheme	0.7	1.2	2.1
In-kind: Disability Employment Assistance: Australian Disability Enterprises	8.6	12.2	20.3
In-kind: Hearing Services Program	2.1	3.3	4.8
In-kind: Partners in Recovery	1.7	3.2	0.0
In-kind: Support for Day to Day Living in the Community	0.1	0.2	0.0
In-kind: Younger Onset Dementia Key Worker Program	0.1
In-kind: Younger People in Aged Care	11.2	0.0	0.0
Total Commonwealth In-kind Contribution	26.9	24.0	33.9
Cash – On-payment of Intergovernmental Payments by WA	71.4	154.2	180.4
Cash - Estimated payment to WA under this Agreement ¹	169.7	267.6	474.8
Total Commonwealth Cash Contribution	241.0	421.8	655.3
Total Commonwealth Contribution	267.9	445.9	689.2

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

¹This includes the impact of the Budget Neutral Adjustment in 2019-20.

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

Table 8: WA cash and in-kind contributions

	2017-18 (\$m)	2018-19 (\$m)	2019-20 (\$m)
In-kind: School Bus Service	5.7	8.7	14.0
In-kind: Taxi User Subsidy Scheme	2.0	3.5	5.5
In-kind: Out of Home Care Placements (incl. Special Purpose Funding)	1.0	1.7	2.7
In-kind: School-based Personal Care and Support	6.6	11.2	17.5
In-kind: WA Country Health Regional Therapy Services	0.6	1.0	1.6
In-kind: Ventilator Dependent Quadriplegic Program	1.2	2.1	3.5
In-kind: Prosthetics Equipment, Services and Supports	1.9	3.4	5.7
In-kind: Individualised Community Living Strategy	2.4	4.1	6.6
In-kind: Mental Health Personal Care and Supports	1.1	1.9	3.0
In-kind: Staffed Residential Services	2.2	3.7	5.9
In-kind: Therapy Services	11.6	19.7	31.2
In-kind: Respite	9.9	16.9	26.7
In-kind: Community Aids and Equipment Program	6.0	10.2	16.1
In-kind: Other Supports (Regional and Community Supports, Development, Consultancy and Counselling)	1.9	3.3	5.2
In-kind: Behaviour Support	1.3	2.2	3.5
Total WA In-kind Contribution	55.4	93.7	148.7
Cash	308.0	505.4	841.7
Budget Neutral Adjustment	0.0	0.0	52.2
Total WA Cash Contribution	308.0	505.4	894.0
Estimated Total WA Contribution	363.4	599.1	1,042.7

Appendix A

Commonwealth Contribution Requirements

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 NDIS authority 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, in-kind contributions and the Budget Neutral Adjustment);
 - 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 Contribution Caps

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 NDIS authority 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 B: Participant Transition Arrangements in Western Australia;
- 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)	2018-19 (\$m)	2019-20 (\$m)
Local Coordination	22.1	33.8	39.6
Information, Linkages and Capacity Building grants	1.8	3.0	5.1
NDIS Package Costs	145.8	230.8	430.2

- e. where risk has been deemed payable by the Commonwealth, through an independent actuarial assessment which, unless otherwise agreed, will be performed by the Australian Government Actuary the Commonwealth's contribution cap for NDIS participant costs will be increased by an equivalent amount.

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 NDIS authority's 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 NDIS authority 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:

Commonwealth Contribution =

A: 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.

LESS (-)

B: For each cohort, the number of participants at the end of the previous month plus participant churn (participants who have exited the scheme or aged over 65 and remain in the scheme), multiplied by 1/12 of the agreed intergovernmental on-payment unit price.

PLUS (+)

C: 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.

LESS (-)

D: 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.

LESS (-)

E: The estimated annual Commonwealth in-kind contribution multiplied by 1/12.

LESS (-)

F: The value of the Budget Neutral Adjustment multiplied by 1/12.

LESS (-)

G: Required adjustment to ensure that the annual Commonwealth financial cap for package costs or the WA NDIS authority's cash ceiling is not breached.

PLUS (+)

H: 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.

PLUS (+)

I: 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.

PLUS/MINUS (+/-)

J: Required adjustment to the value of previous Commonwealth contributions, should any issues be identified subsequent to the original Commonwealth payment.

PLUS (+)

K: Adjustment for risk deemed payable by the Commonwealth, through an independent actuarial assessment.

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 D

Cross-Billing and Budget Neutrality Arrangements in Western Australia

1. This Schedule is to be read in conjunction with:
 - a. Schedule B: Participant Phasing Arrangements in Western Australia;
 - b. Schedule C: Financial Contributions for Transition in Western Australia;
 - c. Schedule E: Continuity of Support 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 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 services for younger 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 responsibilities outside the scope of these services, including health and hospital services, and the supply of aids and equipment to people ineligible for the NDIS, meaning that the WA Government will retain responsibility for 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 Programme.
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 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 B: 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	220	-
Younger People with Home Care Packages	102	-

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

Cohort	2018-19	2019-20
Younger People in Residential Aged Care	244	55
Younger People with Home Care Packages	144	69

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

Cohort	2018-19 (\$)	2019-20 (\$)
Younger People in Residential Aged Care	33.0	34.2
Younger People with Home Care Packages	7.5	7.7
Total WA Contribution	40.5	41.9

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

Cohort	2018-19 (\$m)	2019-20 (\$m)
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
Total Commonwealth Contribution	27.3	28.2

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 on-pay funding to the WA NDIS authority, as a Commonwealth contribution, as outlined in Schedule C: Financial Contributions for Transition in Western Australia.

Funding Arrangements

16. The funding arrangements for Cross-billing will be consistent with Schedule C: 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:

	2018-19 (\$m)	2019-20 (\$m)
Younger People in Residential Aged Care ¹	-23.9	
Younger People in Home Care ¹	-5.9	
Older People in Specialist Disability Services	27.3	
HACC for Older people ¹	53.0	
Budget Neutral Adjustment	50.5	52.2

¹ 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 WA NDIS transition.

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 WA NDIS authority from the Commonwealth as an additional on-payment of the National Disability Specific Purpose Payment (NDSPP) as outlined in Schedule C: Financial Contributions for Transition in Western Australia. Where the Budget Neutral Adjustment cannot be fully repaid from the NDSPP, WA will reduce the Commonwealth's WA NDIS invoices.
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, the Commonwealth will reduce its full scheme contribution to the WA NDIS authority by \$54.1 million (indexed at 3.5 per cent per year).

Schedule E

Continuity of Support Arrangements in Western Australia

1. This Schedule is to be read in conjunction with:
 - a. Schedule C: Financial Contributions for Transition in Western Australia;
 - b. Schedule D: Cross-billing and budget neutrality arrangements in Western Australia; and
 - c. 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 State legislation, or are receiving supports that do not meet the definition of reasonable and necessary support in the State legislation; and
 - b. the funding for this support is attributed to a program/service, that 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/eligibility¹ request to the WA NDIS authority 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 the end of the Western Australian NDIS transition to full scheme period; 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 the end of the NDIS transition to full scheme period in WA.
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 723 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 Commonwealth agrees to transfer all eligible people 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 may provide access to existing programmes 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

¹ In WA, eligibility determination includes all requirements for an 'access request' as outlined in the NDIS Act 2013.

	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 may provide access to existing programmes 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 C: 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 D: 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 Schedule C: Funding 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	38,214	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 paragraph 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 paragraph 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 F

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 Western Australia (WA) NDIS authority 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/eligibility² and developing plans under this Agreement, the WA NDIS authority will need:
 - a. access to data from WA and Commonwealth governments 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 WA NDIS authority 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 WA NDIS authority, 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 outlined 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 B: Participant Transition Arrangements in Western Australia.
 - a. For providers, this means they understand the costs of their business and are able to operate within a contestable environment and interact with the WA NDIS authority; 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 existing funding and contracting arrangements and the Sector Development Fund will be used to build readiness in the following areas:
 - a. building participant capacity for choice and control;

² In WA, eligibility determination includes all requirements for an 'access request' as outlined in the NDIS Act 2013.

- 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 WA NDIS authority to determine how tools, resources and systems can be adopted or funded to support the NDIS in WA where appropriate.
 8. The Parties agree that they will facilitate the WA NDIS authority 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 WA NDIS authority about people in existing programs who are due to transition into the NDIS;
 - b. the WA NDIS authority 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 WA-held information about regions to assist the WA NDIS authority 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 Schedule B: Participant Transition Arrangements in Western Australia.

Schedule G

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 Western Australian 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:
 - j. existing quality standards will be continued and strong safeguards will be maintained in WA during transition;
 - k. existing Western Australian quality systems will continue to operate for providers seeking to register with the WA NDIS authority to offer supports funded by the NDIS and existing safeguarding arrangements for participants, including existing approaches to the regulation of restrictive practices; and
 - l. existing Western Australian 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.

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
Western Australian funded programmes	<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>
Commonwealth funded programmes including employment services	<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 Commissioner</p>	<p>Policy enforced by contract</p>	<p>N/A</p>

7. The Parties agree that NDIS participants in WA should have access to a nationally consistent complaints and appeals process, and should have access to the Administrative Appeals Tribunal. The Parties will work together to progress legislative change required to enable this.

New providers

8. 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. Western Australian or Commonwealth quality and safeguarding arrangements will apply to these new providers.
9. The Parties will work collaboratively with the WA NDIS authority 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 National Disability Insurance Agency (NDIA) or the Commonwealth.
10. 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.
11. 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

12. The Parties agree to monitor quality and safeguards arrangements during transition.
13. Working arrangements between the Commonwealth, WA and the WA NDIS authority 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.
14. The Parties agree that working arrangements under the Operational plan are established to ensure that the WA NDIS authority, 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.
15. 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 H

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) nationally and specifies how that performance will be reported.
2. 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.

Roles and Responsibilities

3. The Western Australia (WA) NDIS authority will be responsible for providing NDIS performance reports specific to WA, as set out in this schedule and State legislation that will mirror reporting requirements in the *National Disability Insurance Scheme Act 2013* (the NDIS Act).
4. The National Disability Insurance Agency (NDIA) will be responsible for providing performance reports for all other states and territories.
5. On request, the NDIA in consultation with the WA NDIS authority will be responsible for providing aggregate national reports based on information contained in the National NDIS Minimum Data Set (Schedule C refers).

Integrated NDIS Performance Reporting Framework

6. 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

7. Reporting requirements at this level are designed to meet the accountability requirements of the Council of Australian Governments (COAG) Disability Reform Council (DRC).
8. 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, and will be set out in the State's NDIS legislation.
9. Because of the longer-term focus on NDIS outcomes, reports at this level will be provided annually to the DRC from the WA NDIS authority Board (the Board).

WA NDIS authority Operational Performance

10. Reporting at this level has two purposes. First, it satisfies the requirements that will be specified in the State legislation, for the Board 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 the year on progress towards achieving the outcomes of the NDIS.

11. Reports at this level will be provided quarterly by the Board to the DRC.

NDIS Activity

12. Reporting at this level is designed to provide the Commonwealth and WA with the information required to meet their individual accountability requirements, especially in the budgetary reporting context.

13. This information will be provided monthly by the WA NDIS authority to a nominated official at the Department of Social Services.

14. This information will be provided through a mix of written reports and datasets. 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 Data Sources and Access

15. The WA NDIS authority will provide access to a nominated number of officials from the NDIA and the Commonwealth, with the capacity for access to their case record management system to be delegated to additional officials for a defined purpose or period of time, to the case management system in real time on a read only basis. The nominated officials will need to abide by the WA NDIS authority's confidentiality and privacy requirements.

16. The NDIA will provide access to a nominated number of officials in WA, with the capacity for access to be delegated to additional officials for a defined purpose or period of time, to the case management system in real time on a read only basis. The officials will need to abide by the NDIA's confidentiality and privacy requirements.

17. All data for these reports will be sourced from the Western Australian Government's IT systems. In the longer term, data may also be sourced from the Commonwealth Government's IT systems.

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

Level A – Annual NDIS Performance

19. 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 Western Australian Government's IT systems, and written reports will be provided annually to the DRC.

Table 1: NDIS Outcomes, KPIs and Performance Measures

Outcome	KPIs	Performance Measures
1. People with disability lead lives of their choice	3.1 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 1.1.2 Proportion of participants who attain the goals outlined in their plans 1.1.3 Participant satisfaction
	3.2 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
	3.3 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
2. NDIS is a financially sustainable, insurance-based NDIS	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 WA NDIS authority 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
3. Greater community inclusion of people with disability	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 Western Australian Government and the WA NDIS authority to increase community awareness of the issues that affect people with disability

Outcome	KPIs	Performance Measures
	3.3 Effectiveness of Local Coordination (LC) and other funded community capacity building	3.3.1 Number of people supported through ILC

Level B – Quarterly Performance Reporting

20. The Board will report quarterly to 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 Board to the DRC.
21. Participant outcomes will be measured using an outcomes framework, which is currently being piloted in the NDIS trial sites. 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, the WA NDIS authority will work towards national consistency in the measurement of individual participant goal attainment.

Table 2: Quarterly Reporting from the Board to DRC

Outcome	Measures	Indicators
1. People with disability lead lives of their choice	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 1.1.2 Proportion of participants who attain the goals outlined in their plans 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
2. NDIS is a financially sustainable, insurance-based NDIS	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

Outcome	Measures	Indicators
	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 WA NDIS authority operating costs. [Note that this measure will need to be jointly reported by the State and Commonwealth]
3. Greater community inclusion of people with disability	3.1 Mainstream services	3.1.1 Number of participants accessing mainstream services by service type
	3.2 LC	3.2.1 Number of participants and other people with a disability supported by LCs by participant characteristics 3.2.2 Descriptions of activities undertaken on ILC 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 WA

22. The WA NDIS authority will provide certain financial and NDIS activity information to the Commonwealth Minister consistent with the requirements of section 175 of the NDIS Act.
23. A participant data set, with identifiable information will be provided on a monthly basis (including year to date totals), in datasets. It will not be provided through written separate reports.

Release of Information

24. Release of information provided under this Schedule will be consistent with the information protocols to be developed between the Parties by July 2017.

Relationship to NDIS Evaluation Strategy

25. 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 Western Australian Government. It will include information on NDIS participants, but also on providers of supports and fiscal sustainability.

Schedule I

**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 81-83) 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.

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — HEALTH

REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE

OTHER PARTIES

- | | |
|--|--|
| <ul style="list-style-type: none">– 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.– 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.– Prosthetics, orthoses and specialist hearing and vision supports (excluding surgical services) where these supports directly relate to a person's permanent impairment.– 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.– 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)).– 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.– Any funding in a person's package would continue for supports for people with | <ul style="list-style-type: none">– [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.– 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).– 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.– 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.– Preliminary assessment and disability diagnosis as required for the determination of an individual's eligibility for the NDIS (e.g. developmental delay).– 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). |
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complex communication needs or challenging behaviours while accessing health services, including hospitals and in-patient facilities.

- 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.
- Aids and equipment to enhance increased or independent functioning in the home and community.
- 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.
- Funding further assessment by health professionals for support planning and review as required.
- The coordination of NDIS supports with supports offered by the health system and other relevant service systems.

- 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.
- Intensive case coordination operated by the health system where a significant component of case coordination is related to the health support.

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.

<i>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — MENTAL HEALTH</i>	
<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> – 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. – 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. – 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. – 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). – The coordination of NDIS supports with the supports offered by the mental health system and other relevant service systems. 	<ul style="list-style-type: none"> – 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. – 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). – Intensive case coordination operated by the mental health system where a significant component of case coordination is related to the mental illness.

[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.

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — CHILD PROTECTION AND FAMILY SUPPORT

<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> – 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. – Disability-specific and carer parenting training programs both for when the child has a disability or the parent has a disability. – 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"> • skills and capacity building for children with disability; • supports to enable sustainable caring arrangements (such as additional respite and outside school hours care); • home modifications (consistent with other applied principles); • therapeutic and behaviour support; and • equipment and transport needs (consistent with other applied principles). – 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. 	<ul style="list-style-type: none"> – Accepting, assessing and responding to reports on child protection issues. – Community awareness of children’s safety and wellbeing. – 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. – Child protection statutory requirements. – Family support, including general supports for families where a parent has a disability. – 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. – Universal parenting programs. – 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.

[*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'.]

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — EARLY CHILDHOOD DEVELOPMENT	
<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> – Post-diagnosis information, linkages, referrals and coordination with community and early childhood mainstream and specialist services. – 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. – 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). – 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. – 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. – The coordination of NDIS supports with the systems providing early childhood support and other relevant service systems. 	<ul style="list-style-type: none"> – Diagnostic assessment and specific screening for development delay and other mental or physical conditions that are likely to lead to a disability. – Support for families and carers to understand and manage the process and outcomes of assessment/diagnosis, including counselling and other family supports. – 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. – General children’s services, including play groups. – Maternal child health programs where interventions are primarily treatment related or medical in nature, including new-born follow-up. – Intensive case coordination operated by the systems providing early childhood supports, where a significant component of case coordination is related to early childhood supports.

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.]

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — SCHOOL EDUCATION

<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> – 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). – 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). – 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). – 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. – 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. – 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. – The coordination of NDIS supports with the supports offered by the school education system and other relevant service systems. 	<ul style="list-style-type: none"> – Skills, capability and other forms of training and transition support, including reasonable adjustment for students with disability, delivered in schools through the Australian curriculum. – 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. – Reasonable adjustment to campuses, including capital works (e.g. ramps, lifts, hearing loops). – Aids and equipment which are fixed or non-transportable in schools that enable a student access to education (e.g. hoists). – Aids and equipment for educational purposes (e.g. modified computer hardware, education software, braille textbooks). – Transport for school activities e.g. excursions, sporting carnivals. – 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. – Therapy delivered in schools for education purposes (e.g. allied health practitioners assisting classroom teachers to make adjustments to the curriculum). – Intensive case coordination operated by the school education system where a significant component of case coordination is related to educational supports.

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.

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — HIGHER EDUCATION AND VOCATIONAL EDUCATION AND TRAINING (VET)

<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> – 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). – Aids and equipment that are required by an individual regardless of the activity they are undertaking (e.g. hearing aids, wheelchairs, personal communications devices). – 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. – 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. – 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. – The coordination of NDIS supports with the supports offered by the higher education and VET system and other relevant service systems. 	<ul style="list-style-type: none"> – 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. – Reasonable adjustment to education and training facilities, including capital works (e.g. ramps, lifts, hearing loops). – Aids and equipment which are fixed or non-transportable which enable a student access to education or training (e.g. hoists). – Aids and equipment for education or training purposes (e.g. modified computer hardware, education software, braille textbooks). – Reasonable adjustments to transport for education or training activities (e.g. excursions, site visits) where this transport is being arranged for other students. – General support, resources, training and awareness building for education/training staff and other staff to support and engage students with disability. – 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). – 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.

[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.]*

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — EMPLOYMENT

<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> – 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). – Aids and equipment related to the person’s functional needs (e.g. wheelchair). – 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. – Specialised or targeted employment supports that respond to the nature of a person’s disability. – 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). – The coordination of NDIS supports with the supports offered by the employment system and other relevant service systems. 	<ul style="list-style-type: none"> – 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). – 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). – Workplace specific supports (including modifications, employment-specific aids and equipment). – Transport for work activities (e.g. meetings). – General employment-related planning and support (e.g. retirement planning, careers counselling). – Intensive case coordination operated by the employment system where a significant component of case coordination is related to employment supports.

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.]

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — HOUSING AND COMMUNITY INFRASTRUCTURE

<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<ul style="list-style-type: none"> – 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. – 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. – 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. – User costs of capital in some circumstances, including for disability-specific housing options. – 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). – 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. – The coordination of NDIS supports with the housing system and other relevant service systems. 	<ul style="list-style-type: none"> – Provision of accessible and affordable accommodation options that meet the needs of people with disability, through social housing within available resources. – Provision of routine tenancy support by social housing authorities. – Homelessness-specific services, including homelessness outreach and emergency accommodation. – Provision of accessible community infrastructure, including modifications to general community amenities. – Encourage innovative models of affordable and accessible housing investment by private or corporate investors. – Social housing providers have a duty to make reasonable adjustment in providing accessible housing stock for people with a disability. – Intensive case coordination operated by the housing or homelessness system where a significant component of the case coordination is related to housing supports.

[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. Others 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"> – 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. – Modifications to private vehicles and driver assessment and training. – 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. – 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. 	<ul style="list-style-type: none"> – Accessible public transport. – Concessions to facilitate use of public transport, including where a full concession is offered. – Community transport services. – Modifications to public transport and taxis.

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.]

ROLE OF THE NDIS AND OTHER PARTIES — JUSTICE

NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE

OTHER PARTIES

SUPPORTS FOR PEOPLE IN CONTACT WITH THE CRIMINAL JUSTICE SYSTEM CURRENTLY LIVING IN THE COMMUNITY (INCLUDING PEOPLE ON BAIL, PAROLE AND NON-CUSTODIAL ORDERS)

- Coordination of NDIS supports in collaboration with the supports offered by the justice system, including for victims, witnesses and alleged offenders with disability.
- 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.
- 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.

- 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.
- 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.
- 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.
- Court-based support programs and specialist lists, including bail support.
- Management of offenders to ensure compliance with supervised orders or conditions.
- Early identification and intervention programs and post-custody services to prevent (re)offending, including in accessible formats for people with disability.
- 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.
- 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.

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.

– Pre-sentence psychological and psychiatric reports regarding cognitive ability, psychiatric conditions or other matters required to assess a person's

- 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.

- 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 staff having high contact with people with disability within the prison.
- 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.
- Cultural, linguistic and religious support for people in custody (including Aboriginal Liaison Officers, Cultural Liaison Officers, Chaplaincy).
- 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

	<p>people in custodial settings, as part of the reintegration process and to reduce recidivism, including general education services and self-regulation.</p>
<p>SUPPORTS FOR PARTICIPANTS RESIDING AT YOUTH TRAINING CENTRES (ALSO KNOWN AS YOUTH JUSTICE CENTRES OR YOUTH DETENTION CENTRES)</p>	
<ul style="list-style-type: none"> – Coordination of NDIS supports with the supports offered by the justice, disability, education, health, community services and other systems. – 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"> • aids and equipment; • 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; • 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. 	<ul style="list-style-type: none"> – Intensive case coordination operated by the justice or community services systems where a significant component of case coordination is with justice or enforcement agencies. – Support for people to access and navigate the justice system including guardianship, advocacy, community visitors and legal support. – 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. – 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. – Offence specific interventions which aim to reduce specific criminal 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). – Early identification and intervention programs and post-custody services to prevent (re)offending, including in accessible formats for young people with disability. – 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. – Mental health services (as described in the Mental Health interface). – Drug and alcohol services (as described in the Health interface). – Education services (as described in the Education interface).

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 J

Transition of National Disability Insurance Agency Trial Areas and Workforce

1. This Schedule is to be read in conjunction with Schedule B: Participant Transition Arrangements in Western Australia.
2. This schedule sets out the arrangements for the transition of National Disability Insurance Agency (NDIA) trial site participants into the National Disability Insurance Scheme (NDIS) in Western Australia (WA). It also sets out the mechanisms that will be used to manage workforce and non-staff resources currently used by the NDIA in WA.
3. The Parties agree that the transition of the NDIA trial site in WA is managed efficiently and in a manner that minimises disruption to the supports and services provided to scheme participants.

Transition planning

4. WA will seek to work collaboratively with the NDIA to develop a detailed Transition Plan for the transfer of the NDIA trial site participants into the NDIS in WA.
5. The Transition Plan will include an agreed communication strategy to ensure all relevant stakeholders have access to timely and accurate information about the transition arrangements.
6. WA recognises that the existing sector and community consultation mechanisms used by the NDIA will be a valuable source of information on transition and participant experience. The WA NDIS authority will seek to engage with these groups as a matter of priority.

Access to data

7. 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 NDIA participants is transferred to the WA NDIS authority.
8. The data sharing protocol will include appropriate mechanisms for managing privacy requirements.
9. The data sharing protocol will allow WA 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.

Workforce

10. WA recognises that the NDIA workforce in WA is a potential source of skilled staff for the WA NDIS authority.
11. Consistent with relevant Commonwealth and State legislation, the Parties agree that a first offer of employment be made to materially affected NDIA staff who are appropriately skilled. For the purposes of this Schedule, the term "NDIA staff" means permanent employees of the NDIA who work in WA and are affected by the decision to establish a state administered NDIS in WA.
12. The objectives are to ensure:
 - a. NDIA staff with the requisite capabilities, experience and community connections necessary to successfully deliver the NDIS in WA are retained in the WA NDIS system;
 - b. the workforce requirements of the WA government able to be fulfilled within the required timeframes;
 - c. service continuity is able to be maintained throughout the transition period;
 - d. There is a suitable mechanism to allow for permanent movement of NDIA staff to WA government roles;
 - e. the process for selecting NDIA staff into WA government roles is transparent, and clearly articulated to staff with adequate notice to enable staff to effectively engage in the process; and
 - f. persons with disability will be encouraged and supported to participate in this process. All efforts will be made by all parties to ensure that a diverse workforce is maintained.
13. The Parties commit to ensuring that working arrangements between the WA Government and the NDIA to operationalise this agreement will be in place in the first half of 2017. Those arrangements will be set out in the WA Operational Plan and NDIA Transition Plan.
14. The Parties will determine arrangements in line with the WA Public Sector *Management Act 1994* and the Commonwealth *Public Service Act 1999*. In some cases, where employees previously employed by the Commonwealth are subsequently employed by the Western Australian Government, particular terms of employment pertinent to the Commonwealth may continue to apply.

Non-staff resources and infrastructure

15. The Parties agree that the identification of non-staff resources and infrastructure currently utilised by the NDIA in WA and opportunities for transferring some or all of these resources to the WA NDIS authority on a basis acceptable to WA and the NDIA will be considered in the development of the WA NDIS Operational Plan and NDIA Transition Plan.

Transfer of NDIA participants from original trial areas and expansion areas to the NDIS in WA

16. Planning for the transfer of NDIA 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.
17. Existing participants of the NDIA trial area in the Perth Hills will commence transfer to the WA NDIS authority on 1 July 2017. The transfer of expansion site participants would also occur from 1 July 2017, or sooner if agreed by the Parties, in collaboration with the NDIA.
18. The Transition Plan, to be developed between the Parties in collaboration with NDIA, will be based on the following:

Transition planning/communication period: Commencement of this Agreement to 30 June 2017

Participant transition commencing from: 1 July 2017

Estimated Number of NDIA trial area 3,638

participants to be transferred:

(Estimated number of NDIA trial area participants by 30 June 2017)

19. The Parties will ensure a sufficient timeframe for transition that does not disadvantage participants in the NDIA trial or impact scheme sustainability. To this end, the NDIA will be responsible for ensuring that all existing NDIA trial site participants can continue to access supports and services under their individual plans until they have formally transitioned to the WA NDIS in accordance with the agreed Transition Plan.
20. The transition plan will be developed by the Parties, in collaboration with NDIA, and will include strategies for service provider transition to WA NDIS systems, support and pricing arrangements.
21. The Parties agree to use the escalation process outlined in clauses 81-83 of this Agreement to resolve any issues which may arise in relation to this Schedule and subsequent Transition Plan.

Schedule K

Supports for specialist disability housing

1. The National Disability Insurance Scheme (NDIS) in Western Australia (WA) will support the availability of specialist disability housing for participants with high support needs 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 Parties agree that WA participants who currently receive specialist disability housing support will not be disadvantaged during the transition to the full NDIS in WA and will be supported to pursue their independent living goals.
3. The NDIS in WA 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 WA NDIS authority.
4. 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 I: Mainstream Interfaces, the NDIS will complement, but not replace, the efforts of the housing sector, Commonwealth, State and Local governments, and families.
5. The NDIS in WA 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.
6. WA, in consultation with people with disability, their families and carers, accommodation providers, support providers, will develop an operational framework for the funding of specialist disability housing in WA consistent with the principles below and Specialist Disability Accommodation policy agreed by the Council of Australian Governments Disability Reform Council.

Participant principles

7. Funding to support participants who require specialist disability housing will be available, if it is reasonable and necessary, for:
 - a. participants who are currently in specialist disability housing and wish to stay there;

- b. participants who are currently in specialist disability housing who wish to explore options to change their accommodation arrangements; and
 - c. over time, participants who are not currently in specialist disability housing, but for whom specialist disability housing would be reasonable and necessary, including participants whose circumstances change or who represent new or unmet demand.
8. The Parties recognise while it is likely that people currently residing in specialist supported accommodation in WA have already established, through State processes, a need for reasonable and necessary specialist housing based supports, this may require confirmation by the WA NDIS authority.

Funding principles

9. The assistance provided for specialist disability housing will follow the principles of choice and portability, and innovation and sustainability for clients and providers. There are a number of NDIS design and pricing elements that will underpin the approach to funding specialist disability housing in WA:
- a. a mix of potential funding streams may be utilised to address existing and new specialist disability housing;
 - b. funding would be based on the efficient lifecycle cost of delivery of specialist disability housing representative of typical providers in WA;
 - c. residents will be expected to provide a reasonable contribution towards their accommodation based on their circumstances;
 - d. funding is provided for both existing and new supply of specialist disability housing, as well as for both private and publicly owned specialist disability housing;
 - e. providers of specialist disability housing will be expected to finance ('cash-flow') the purchase or build of accommodation and their operations; and
 - f. funding will allow for the continuity of supply from providers and also ensure there is scope for change and innovation over time.