

# NATIONAL PARTNERSHIP ON DISABILITYCARE AUSTRALIA FUND PAYMENTS

An agreement between

the **Commonwealth of Australia** and  
the **States and Territories**, being:

- t New South Wales
- t Victoria
- t Queensland
- t Western Australia
- t South Australia
- t Tasmania
- t the Australian Capital Territory
- t the Northern Territory

This Agreement will contribute to the implementation of the National Disability Insurance Scheme.

# National Partnership on DisabilityCare Australia Fund Payments

## Overview

1. This National Partnership (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement, which provide information in relation to performance reporting and payment arrangements under the IGA FFR, and the *National Partnership on DisabilityCare Australia Fund Payments: Initial payment*.

## Purpose

2. In entering this Agreement, the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States) recognise that they have a mutual interest in facilitating the implementation of a sustainable National Disability Insurance Scheme (NDIS).
3. This Agreement will facilitate the payment of funds from the DisabilityCare Australia Fund (the Fund) by the Commonwealth to the States to reimburse them for expenditure incurred in relation to the *National Disability Insurance Scheme Act 2013*. It meets the requirements of subsection 22(2) of the *DisabilityCare Australia Fund Act 2013* that there be such an agreement between the Commonwealth and the States.
4. This Agreement will be implemented consistent with NDIS full Scheme agreements, the Heads of Agreement for each State, bilateral agreements for transition of the NDIS to full Scheme with each State, the *National Disability Insurance Scheme Act 2013*, and the *DisabilityCare Australia Fund Act 2013*.

## Reporting Arrangements

5. The States will report against the agreed performance milestones during the operation of this Agreement, as set out in Part 4 – Performance Monitoring and Reporting.

## Financial Arrangements

6. The Commonwealth will provide an estimated total financial contribution to the States of up to \$9.5 billion (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## **Part 1 — Formalities**

### **Parties to this Agreement**

7. This Agreement is between the Commonwealth and the States.

### **Term of the Agreement**

8. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 31 December 2024, or on completion of final performance reporting and processing of final payments against milestones. The Agreement may be terminated earlier as agreed in writing by the Parties.

## **Part 2 — Objectives, Outcomes and Outputs**

### **Objective**

9. The objective of this Agreement is to support the implementation of a sustainable NDIS.

### **Outcome**

10. This Agreement will support States to meet expenditure requirements incurred in relation to the *National Disability Insurance Scheme Act 2013* for the period to 30 June 2024.

### **Outputs**

11. The objective and outcome of this Agreement will be achieved by:
- (a) the States meeting their expenditure requirements in accordance with the *National Disability Insurance Scheme Act 2013*, for the period to 30 June 2024; and
  - (b) the Commonwealth reimbursing the States in accordance with the *DisabilityCare Australia Fund Act 2013*.

## **Part 3 — Roles and Responsibilities of Each Party**

12. To realise the objective and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below.

### **Role of the Commonwealth**

13. The Commonwealth agrees to be responsible for:
- (a) providing a financial reimbursement to the States to support the implementation of this Agreement, as set out in the Schedules to this Agreement, by:
    - (i) ensuring that the credits that flow into the Fund are consistent with section 13 of the *DisabilityCare Australia Fund Act 2013*;
    - (ii) allocating a maximum allocation for each State within the Fund on the basis of population shares determined by 2011 Census data, as outlined in Table 4;
    - (iii) making payments to the States from the Fund under the terms of this Agreement as determined under Part 5 – Financial Arrangements of this Agreement; and

- (b) monitoring and assessing the performance in the delivery of services under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe; and
- (c) working with the National Disability Insurance Agency (NDIA) to confirm States have paid their NDIS financial contributions, as per clause 17.

## **Role of the States and Territories**

14. The States agree to be responsible for:

- (a) providing a financial contribution to support implementation of this Agreement;
- (b) all aspects of delivering on the outputs assigned to the States for implementation of this Agreement by paying NDIS financial contributions for 2014-15 to 2023-24 in accordance with the *National Disability Insurance Scheme Act 2013*, NDIS full Scheme agreements, and active Heads of Agreement between the Commonwealth and State Governments on the NDIS and associated Bilateral Agreements for transition to the NDIS; and
- (c) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring and reporting.

## **Shared roles and responsibilities**

15. The Commonwealth and the States agree to be jointly responsible for:

- (a) participating in consultations as appropriate regarding the implementation of this Agreement;
- (b) negotiating new or revised Schedules to this Agreement; and
- (c) conducting evaluations and reviews of outputs delivered under this Agreement.

16. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

## **Part 4 — Performance Monitoring and Reporting**

### **Performance benchmarks or milestones**

17. To be eligible for payments from the Fund, the States must meet the following milestones:

- (a) commit, through a new signed NDIS full Scheme agreement with the Commonwealth, to implement the NDIS full Scheme and fund the NDIS every year from the commencement of full Scheme; and
- (b) pay NDIS financial contributions for 2014-15 to 2023-24 in accordance with the *National Disability Insurance Scheme Act 2013*, NDIS full Scheme agreements, and active Heads of Agreement between the Commonwealth and State Governments on the NDIS and associated Bilateral Agreements for transition to the NDIS.

## Reporting arrangements

18. The States will report against the agreed performance benchmarks or milestones during the operation of this agreement. Reports are due in accordance with Table 1 and as set out in the Schedules to this Agreement.
19. Table 1 shows the performance reporting requirements by States for different payments under this Agreement. Different States may be eligible for different payments at a given time depending on each State's transition to full Scheme NDIS arrangements.

**Table 1: Performance requirements, reporting and payment summary**

Payment	Milestone	Reporting date	Payment
Proportional Payments	Payment of NDIS contributions for each relevant year from 2017-18 in accordance with the Heads of Agreement and associated Bilateral Agreements.	For each relevant Financial Year:  31 Oct for the Jul-Sep quarter 31 Jan for the Oct-Dec quarter 30 Apr for the Jan-Mar quarter 31 Jul for the Apr-Jun quarter	In accordance with clauses 27, 28, and 29.
Unpaid allocations	Payment of NDIS contributions for each relevant year in accordance with the Heads of Agreement and associated Bilateral Agreements.	A month after the first quarter in which a State reaches full Scheme or a month after a State reaches the third year since commencing transition, whichever occurs sooner.	In accordance with clause 30.

## Part 5 — Financial Arrangements

### Financial contributions

20. The Commonwealth will provide an estimated total financial contribution to the States of up to \$9.5 billion in respect of this Agreement. All payments are exclusive of GST.
21. Where a performance report demonstrates that a milestone has been met in advance of the due date, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.
22. The Commonwealth's estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D — Payment Arrangements of the IGA FFR*, are set out in the Schedules to this Agreement.

23. The maximum allocation for each State is consistent with section 13 of the *DisabilityCare Australia Fund Act 2013*, shown in Table 2. The maximum allocation for each State will not vary, however, payment of an annual allocation may vary if one or more of the eligibility criteria at clause 17 are not satisfied at a given point in time.

**Table 2: Estimated maximum allocation from the Fund under this Agreement**

(\$million)	
<b>Estimated</b> total budget	
New South Wales	3,113.5
Victoria	2,409.9
Queensland	1,897.4
South Australia	685.1
Tasmania	222.6
Western Australia	1,007.5
Australian Capital Territory	118.2
Northern Territory	94.2
<b>Estimated</b> National Partnership payment	<b>9,548.5</b>

Note: The estimated maximum allocations in Table 2 have been adjusted for payments under the *National Partnership on DisabilityCare Australia Fund Payments: initial payment* and are dependent on States meeting the performance milestones in clause 17 of this Agreement and the requirements of the *DisabilityCare Australia Fund Act 2013*.

24. As set out in the *DisabilityCare Australia Fund Act 2013*, payment from the Commonwealth to the States can only be to reimburse the States for expenditure incurred in relation to the *National Disability Insurance Scheme Act 2013*. Payments from the Fund to a State cannot exceed that State's contributions to the NDIS. States will not receive payment if they do not qualify for reimbursement.
25. The Commonwealth will withhold payments to a State if a State does not qualify for a reimbursement, as per clause 24 of this Agreement. In these circumstances, the amount withheld will remain in the Fund until the State has met the performance milestones and qualified for a reimbursement.
26. If a State's minimum annual DCAF payment for 2017-18 was specified in a bilateral agreement for transition to the NDIS, and this amount is greater than the payment calculated in clauses 27 to 30 of this Agreement, a State will be paid the bilaterally agreed minimum value instead, as set out in the Schedules to this Agreement.

### Proportional payments

27. A State will be eligible to receive payment for reimbursement of costs incurred through the *National Disability Insurance Scheme Act 2013*, up to the proportion of its annual allocation in each year from 2017-18, equivalent to the proportion of its NDIS-eligible population that is expected, as per estimates in bilateral agreements, to have transitioned to the NDIS.

28. When 100 per cent of a State's NDIS-eligible population is expected to have transitioned to the NDIS, as per estimates in bilateral agreements, a State will be eligible to receive up to 100 per cent of their annual allocation each year up until 2023-24 (inclusive).
29. All proportional payments will be calculated on a State's annual allocation, paid quarterly in equal amounts, subject to clause 24.

### Unpaid allocations

30. A State will be eligible to receive any unpaid annual allocation from previous years, up to the amount required to reimburse any outstanding costs incurred through the *National Disability Insurance Scheme Act 2013* that have not yet been reimbursed, in whichever occurs sooner of:
  - (a) the year when 100 per cent of a State's participants are expected, as per bilateral agreements, to be in the Scheme; or
  - (b) the third year since it has commenced transitioning to the NDIS, as per Table 3 below.

**Table 3: Third year of transition**

<b>State</b>	<b>Year</b>
New South Wales	2018-19
Victoria	2018-19
Queensland	2018-19
South Australia	2018-19
Tasmania	2018-19
Western Australia	2019-20
Australian Capital Territory	N/A
Northern Territory	2018-19

Note: the Australian Capital Territory received its unpaid annual allocation (clause 30) as part of the *National Partnership on Disability Care Australia Fund Payments: initial payment*. This Table does not apply to the Australian Capital Territory.

## Part 6 — Governance Arrangements

### Enforceability of the Agreement

31. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, this does not lessen the Parties' commitment to this Agreement.

### Review of the Agreement

32. In accordance with clause E23 of the IGA FFR, this Agreement is time limited. To assess the degree to which the agreed objectives, outcomes and outputs have been achieved, a review of the Agreement will be scheduled to be completed approximately 12 months prior to its expiry.

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

- 33. The Agreement may be amended at any time by agreement in writing by all the Parties.
- 34. Schedules to this Agreement that have no impact on other Parties may be amended at any time by agreement in writing between the Commonwealth Minister with portfolio responsibility for the NDIS and the State Minister with portfolio responsibility for the NDIS.
- 35. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

### **Delegations**

- 36. The relevant Commonwealth Minister with portfolio responsibility for the NDIS is authorised to agree and amend Schedules to this Agreement and to certify that performance milestones specified under this Agreement have been achieved, so that payments may be made.
- 37. State Ministers with portfolio responsibility for the NDIS are authorised to agree and amend this Agreement.
- 38. The Commonwealth Minister may delegate the assessment of project-based performance benchmarks or milestones and the authorisation of related project payments to Senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

### **Dispute resolution**

- 39. Any Party may give notice to other Parties of a dispute under this Agreement.
- 40. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
- 41. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and, if necessary, the Disability Reform Council of the Council of Australian Governments.

### **Interpretation**

- 42. For the purposes of this Agreement, the following definitions apply:
  - (a) National Disability Insurance Scheme (NDIS): the Scheme established by the *National Disability Insurance Act 2013*. In this Agreement, references to the NDIS are taken to also apply to an NDIS established by State legislation.
  - (b) National Disability Insurance Agency (NDIA): the independent statutory body implementing the NDIS.
  - (c) NDIS full Scheme Agreements: agreements between the Commonwealth and individual States specifying full Scheme arrangements.
  - (d) Heads of Agreements on the NDIS: bilateral agreements between the Commonwealth and individual States committing them to the establishment and ongoing implementation of the full NDIS. Refer to [coag.gov.au](http://coag.gov.au) for copies of bilateral agreements.



- (e) Bilateral agreement for transition of the NDIS to full Scheme: bilateral agreements between the Commonwealth and individual States detailing how and when the NDIS will transition to full Scheme in individual States. Refer to [coag.gov.au](http://coag.gov.au) for copies of bilateral agreements.
- (f) NDIS-eligible population: the number of people within a jurisdiction who are estimated as either having significant and permanent disability or meeting the early intervention requirements and are therefore eligible for NDIS-funded packages as reported by the NDIS reviewing Actuary (section 180D of the *National Disability Insurance Scheme Act 2013* refers), currently the Australian Government Actuary.
- (g) Expected participants: refers to the number of participants at the end of a financial year estimated to have entered into the NDIS within a State, as set out in bilateral agreements for transition to the NDIS.
- (h) NDIS participants: A person becomes a participant in the NDIS on the day the NDIA CEO is satisfied that the person meets the access criteria.
- (i) NDIS participants with an approved plan: NDIS participants who have agreed with the NDIA a Statement of goals and expectation and an approved Statement of participant supports.
- (j) DisabilityCare Australia Fund (the Fund): the Fund that was established by the Commonwealth Government on 1 July 2014 (refer *DisabilityCare Australia Fund Act 2013*) to assist governments committed to the establishment of the NDIS.
- (k) Allocation in the Fund: the amount set aside for a State, which the Commonwealth will hold in the Fund on the State's behalf until the State meets certain key conditions to receive payments from the Fund.
- (l) Proportional payments: refers to period from 2017-18 onwards where a State receives a proportion of its annual allocation, equivalent to the proportion of its NDIS-eligible population that is expected to have transitioned to the NDIS, as per bilateral agreements.
- (m) Maximum allocation: refers to the maximum amount of DCAF credits available to a State over the life of this National Partnership, calculated using section 13 of the *DisabilityCare Australia Fund Act 2013*.
- (n) NDIS financial contributions: cash contributions to NDIS package costs, unless otherwise agreed in a bilateral agreement.

**Table 4: Estimated State and Territory annual allocations (\$m)**

	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Total
<b>NSW</b>	265	275	284	294	305	315	326	338	349	362	3,113
<b>Victoria</b>	205	213	220	228	236	244	253	261	271	280	2,410
<b>Queensland</b>	166	172	178	184	191	197	204	212	219	227	1,950
<b>Western Australia</b>	86	89	92	95	99	102	106	109	113	117	1,008
<b>South Australia</b>	61	63	66	68	70	73	75	78	81	83	718
<b>Tasmania</b>	19	20	20	21	22	23	23	24	25	26	223
<b>ACT</b>	14	14	15	15	16	16	17	17	18	19	161
<b>NT</b>	8	8	9	9	9	10	10	10	11	11	96
<b>Total</b>	825	854	884	915	947	980	1,014	1,050	1,086	1,124	9,678

This table assumes an overall allocation to the States of \$825 million in 2014-15 indexed annually at 3.5%. Components may not add to total owing to rounding.

This table represents annual allocations consistent with the *DisabilityCare Australia Fund Act 2013*. Estimates of payment profiles are in bilateral schedules to the Agreement.

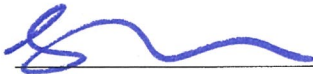
The Parties have confirmed their commitment to this agreement as follows:

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



**The Honourable Malcolm Turnbull MP**  
Prime Minister of the Commonwealth of Australia

*Signed for and on behalf of the State of New South Wales by*



**The Honourable Gladys Berejiklian MP**  
Premier of the State of New South Wales

*Signed for and on behalf of the State of Victoria by*



**The Honourable Daniel Andrews MP**  
Premier of the State of Victoria

*Signed for and on behalf of the State of Queensland by*



**The Honourable Annastacia Palaszczuk MP**  
Premier of the State of Queensland

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



**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

*Signed for and on behalf of the State of South Australia by*



**The Honourable Steven Marshall MP**  
Premier of the State of South Australia

*Signed for and on behalf of the State of Tasmania by*



**The Honourable Will Hodgman MP**  
Premier of the State of Tasmania

*Signed for and on behalf of the Australian Capital Territory by*



**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

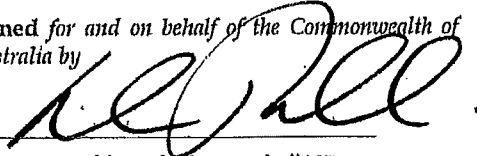
*Signed for and on behalf of the Northern Territory by*



**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Malcolm Turnbull MP  
Prime Minister of the Commonwealth of Australia

Signed for and on behalf of the State of New South Wales by

The Honourable Gladys Berejiklian MP  
Premier of the State of New South Wales

Signed for and on behalf of the State of Victoria by

The Honourable Daniel Andrews MP  
Premier of the State of Victoria

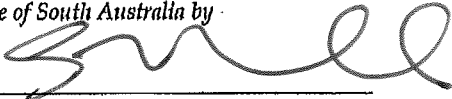
Signed for and on behalf of the State of Queensland by

The Honourable Anastacia Palaszczuk MP  
Premier of the State of Queensland

Signed for and on behalf of the State of Western Australia by

The Honourable Mark McGowan MLA  
Premier of the State of Western Australia

Signed for and on behalf of the State of South Australia by



The Honourable Steven Marshall MP  
Premier of the State of South Australia

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP  
Premier of the State of Tasmania

Signed for and on behalf of the Australian Capital Territory by

Andrew Barr MLA  
Chief Minister of the Australian Capital Territory

Signed for and on behalf of the Northern Territory by

The Honourable Michael Gunner MLA  
Chief Minister of the Northern Territory of Australia

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Signed for and on behalf of the Commonwealth of  
Australia by



The Honourable Scott Morrison MP  
Prime Minister of the Commonwealth of Australia

15.12.15

Signed for and on behalf of the  
State of New South Wales by

The Honourable Gladys Berejiklian MP  
Premier of the State of New South Wales

Signed for and on behalf of the  
State of Victoria by

The Honourable Daniel Andrews MP  
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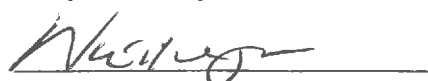
Signed for and on behalf of the  
State of Western Australia by

The Honourable Mark McGowan MLA  
Premier of the State of Western Australia

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State of South Australia by

The Honourable Steven Marshall MP  
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Signed for and on behalf of the  
State of Tasmania by



The Honourable Will Hodgman MP  
Premier of the State of Tasmania

Signed for and on behalf of the Australian  
Capital Territory by

Andrew Barr MLA  
Chief Minister of the Australian Capital Territory

Signed for and on behalf of the Northern  
Territory by

The Honourable Michael Gunner MLA  
Chief Minister of the Northern Territory of Australia

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The Honourable Scott Morrison MP  
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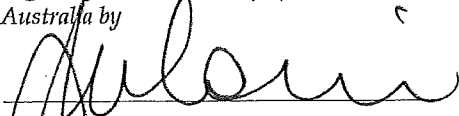
Andrew Barr MLA  
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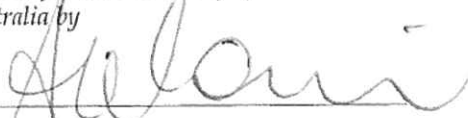
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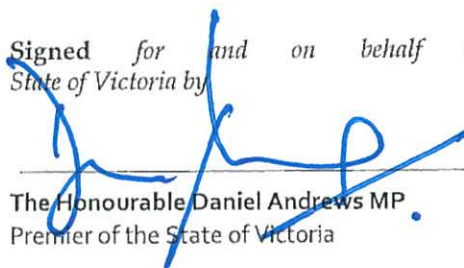


The Honourable Scott Morrison MP  
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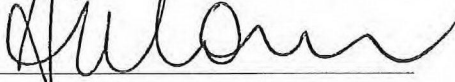
Signed for and on behalf of the Northern Territory by

The Honourable Michael Gunner MLA  
Chief Minister of the Northern Territory of Australia



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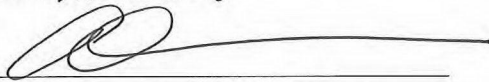
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Premier of the State of New South Wales

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Territory by

**Andrew Barr MLA**  
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Signed for and on behalf of the Northern Territory  
by

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Chief Minister of the Northern Territory of Australia