

**BILATERAL AGREEMENT
BETWEEN THE
COMMONWEALTH AND
QUEENSLAND**

Transition to a National Disability Insurance
Scheme

Part 1 – Preliminaries

1. The Commonwealth of Australia (the Commonwealth) and the State of Queensland (Queensland) are committed to the implementation of a National Disability Insurance Scheme (NDIS) in Queensland.
2. This Agreement covers the roles and responsibilities for the transition to full coverage of an NDIS in Queensland, building on the lessons learned in trials conducted in New South Wales, Victoria, Western Australia, South Australia, Tasmania, the Australian Capital Territory and the Northern Territory.
3. The Parties agree to continue work through the Council of Australian Governments (COAG) Disability Reform Council, or equivalent multilateral forum, to refine and further develop the NDIS over time.
4. The following definitions are applicable throughout this agreement and all schedules to the agreement:
 - a. Early transition – for children and young people in the Townsville City Local Government Area and Charters Towers Regional Council Local Government Area, and all eligible participants from Palm Island Aboriginal Shire Local Government Area, as outlined at Schedule J.
 - b. Transition period – the time period from 1 July 2016 to 30 June 2019.
 - c. Early transition period – the time period from 1 January 2016 to 30 June 2016.
 - d. Full scheme – the time period from 1 July 2019 onwards.
 - e. Existing clients – people who are receiving disability services funded or directly provided by Queensland at the time they make an NDIS access request. This includes supported accommodation clients, Townsville existing children clients, and Townsville existing adult clients.
 - f. Other participants – people who are not receiving Queensland funded or directly provided disability services; people currently accessing only Commonwealth services and supports, including disability services and young people in residential aged care facilities, Townsville other children participants, Townsville other adult participants and those with new incidence of disability.

Part 2 – Parties and Operation of Agreement

Parties to this Agreement

5. This Agreement is between the Commonwealth and Queensland.

Commencement and Duration of the Agreement

6. The Agreement will commence as soon as the Parties have signed the Agreement.
7. This Agreement will cover the transition period during which all eligible existing clients of Queensland disability services are moving into the NDIS and other transitional arrangements are being implemented.

8. This Agreement will cover the transition period and the early transition period and will expire on the date a subsequent agreement is signed by the Parties that expressly intends to replace this Agreement and where the Parties agree that the transition phase has concluded.

Interoperability

9. This Agreement is to be considered in conjunction with:
 - a. *The National Disability Insurance Scheme Act 2013* (the NDIS Act 2013); and
 - b. *The Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme.*
10. The terms of the *Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme* override the terms of this agreement and schedules to the extent of any inconsistencies unless otherwise specified as per clause 22 of this Agreement.
11. Notwithstanding clause 36 of the *Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme*, Queensland reserves the right to become a registered provider of supports under the terms and conditions set by the NDIA.
12. This Agreement is also to be considered in conjunction with the following Queensland legislation, including but not limited to:
 - a. *Disability Services Act 2006*;
 - b. *Forensic Disability Act 2011*;
 - c. *Guardianship and Administration Act 2000*;
 - d. *Public Guardian Act 2014*;
 - e. *Queensland Civil and Administrative Tribunal Act 2009*;
 - f. *Ombudsman Act 1991*;
 - g. *Mental Health Act 2000*;
 - h. *Hospital and Health Boards Act 2011*;
 - i. *Health Ombudsman Act 2013*;
 - j. *Child Protection Act 1999*;
 - k. *Housing Act 2003*;
 - l. *Residential Services (Accreditation) Act 2002*;
 - m. *Educational (General Provisions) Act 2006*; and
 - n. *Acts Interpretation Act 1954*.

13. An Operational Plan will set out implementation arrangements for the transition to full scheme in Queensland, as agreed by the Secretary of the Commonwealth Department of Social Services (or his delegate) and the Director-General of the Queensland Department of Communities, Child Safety and Disability Services, and the CEO of the National Disability Insurance Agency (NDIA).
14. The Operational Plan will be developed once this Agreement is finalised and will be reviewed and updated throughout the period of the Agreement.
15. Schedules to this Agreement will include, but not be limited to:
 - a. Participant Transition Arrangements;
 - b. Financial Contributions for Transition;
 - c. Cross-billing and Budget Neutrality Arrangements;
 - d. Continuity of Support Arrangements;
 - e. Sector and System Readiness;
 - f. Quality and Safeguards;
 - g. Performance Reporting;
 - h. Workforce;
 - i. Mainstream Interfaces;
 - j. Memorandum of Understanding – Queensland early transition of the NDIS in Townsville, Charters Towers and Palm Island; and
 - k. Cross-billing and Budget Neutrality Arrangements in Queensland: 2013-14 to 2015-16.
16. Nothing in this Agreement affects arrangements under the National Disability Agreement unless otherwise specified.
17. Arrangements for implementation of a National Injury Insurance Scheme are outlined in the *Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme*.

Part 3 – Role and Purpose of the Agreement

18. This Agreement outlines how the NDIS is expected to expand in the period before July 2019.
19. The Agreement details the arrangements for transition to the full scheme NDIS in Queensland.

Part 4 – Roles and Responsibilities

Shared Roles and Responsibilities of the Parties

20. In addition to their roles and responsibilities outlined in existing frameworks, outlined in clause 9 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. continue to work collaboratively, consulting with the NDIA, on ongoing refinement of the policy settings of the NDIS and settle operational matters as needed;
 - c. engage with people with disability, their families and carers to provide input into ongoing refinements 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 NDIS evaluation, and by identifying where arrangements are having unintended impacts;
 - e. share information to assist with policy development and scheme administration, subject to privacy requirements;
 - f. prepare for the phasing of clients into the NDIS by providing the NDIA with access to available data on potential participants;
 - g. prepare Commonwealth and Queensland programmes that are in scope for the NDIS for transition into the NDIS by aligning the service offers with the COAG Principles to Determine the Responsibilities of the NDIS and Other Service Systems;
 - h. facilitate local implementation of the NDIS by preparing existing providers and clients to transition into the scheme, consistent with the phasing agreed at Schedule A and the Operational Plan agreed between the Parties and the NDIA;
 - i. facilitate implementation of the NDIS by maintaining support for people with disability prior to the full roll-out of the NDIS in their area;
 - j. support the NDIA to deliver Information, Linkages, and Capacity Building by coordinating and promoting links between the NDIS and mainstream services and non-government and community-based support; and
 - k. provide continuity of support in accordance with Schedule D.
21. During transition and in line with phasing, Queensland will no longer provide basic community care services to those people whose needs are intended to be met by the NDIS. Queensland will however continue to provide basic community care services to a range of people to meet support needs not intended to be met by the NDIS.

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

Aims of the Transition

22. In addition to the objects and principles outlined in the NDIS Act 2013, the Queensland transition will have the following further specific aims to:
- a. build upon the evidence from trial sites;
 - b. ensure that the transition of people with disability in Queensland to the scheme occurs as smoothly and effectively as possible, with minimal service gaps or disruptions, including in locations which border other jurisdictions;
 - c. provide the NDIA with sufficient capacity to meet the commitments outlined in this agreement;
 - d. support the orderly transmission of relevant State-based community and population knowledge and systems to the NDIA where appropriate;
 - e. encourage development of a sustainable market including a skilled workforce;
 - f. ensure the transition is implemented in a way that does not inflate the cost of the full scheme;
 - g. develop an environment where people with disability can exercise choice and control over the supports they choose by supporting a diverse and innovative workforce and market to grow and better meet the needs of its client base; and
 - h. 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

23. The Parties agree to priorities for transitioning people from the existing Queensland disability system to the NDIS in accordance with Schedule A.
24. Detailed implementation phasing arrangements will be contained in the phasing strategy to be developed as part of the Operational Plan for transition in Queensland.
25. Detailed phasing arrangements will be outlined in a legislative rule under the NDIS Act 2013, following agreement by the parties.

Portability of Supports

26. Governments agree that once the NDIS is fully implemented as a national scheme, NDIS supports will be fully portable across Australia.
27. During the transition, portability will apply in all sites transitioning to the NDIS consistent with existing qualifying and ongoing residence requirements in the *National Disability Insurance Scheme (Becoming a Participant) Rules 2013*. This rule will be amended to ensure qualifying and ongoing residence requirements reflect transitioning sites and cohorts.

Continuity of Support

28. Arrangements for continuity of support are outlined in Schedule D.

Sector and System Readiness

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

Workforce

30. Arrangements for the first offer of employment to the NDIA for appropriately skilled Queensland Government staff working on programmes in the scope of the NDIS is outlined in Schedule H. This includes Queensland Government staff employed in roles which will discontinue as a result of the introduction of the NDIS.

Quality and Safeguards

31. The Commonwealth and jurisdictions are working together with the NDIA on the design of a nationally consistent quality and safeguarding framework to be agreed by the Disability Reform Council in mid-2016.

32. The parties agree that existing Queensland and Commonwealth quality and safeguarding arrangements will continue to operate until 30 June 2019 or until such time as a nationally consistent framework has been agreed and implemented, whichever is sooner.

33. Arrangements for quality and safeguards during transition in Queensland are outlined in Schedule F. These arrangements will be reviewed by June 2016 to ensure they reflect the outcomes of Ministers' decisions.

Consultation

34. The Parties, in conjunction with the NDIA, will jointly use existing consultative forums involving people with disability, families, carers and sector and community representatives to advise on refinements to, and further development of, the NDIS over time.

Collection and Management of Data

35. The Parties agree that during the transition period qualitative and quantitative data and information on any issues relevant to the roll-out of the NDIS, taken together with the outcomes from other jurisdictions, will be shared with all governments to facilitate national data collection and consolidation that will contribute to the analysis of costs, liabilities, service interventions, service delivery models and implementation strategies.

36. 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 following finalisation of this Agreement.

37. 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

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

Evaluation and Review

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

Management of Risk

45. Pursuant to the *Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme*, the Parties agree that the management of risk and unexpected costs to either Queensland and/or the Commonwealth is a vital part of ensuring that the NDIS is sustainable.
46. The Parties agree that Queensland 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 E;
 - b. the implementation of the principles agreed by COAG in December 2015 (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, Queensland and the NDIA during the transition to full scheme.

47. If financial or other risks, including those outlined in clauses 45 and 46, emerge at any time for either party, the party with primary responsibility for the risk will work with other parties, including the NDIA, 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 Queensland and/or the Commonwealth; and/or
- b. changes to the participant phasing arrangements outlined in Schedule A, with the agreement of the Parties. Other strategies will be pursued fully prior to considering this option, with any options to take into account the timeframes for transition to full scheme and will be within the agreed financial contributions. Should the agreed strategies include changes to participant phasing, the Parties will jointly assess the need to adjust financial contributions outlined at Schedule B.

48. The Parties agree to use the escalation process outlined in clauses 54 - 56 to resolve issues, including issues that may arise relating to clauses 45 - 47.

Part 6 – Financial Contributions

Funding Contributions

49. The Parties agree to contribute to the NDIS in accordance with Schedule B and with regard to the commitment in the *Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme*.

50. The Parties agree to the long-term arrangements for Cross-billing and Budget Neutrality in accordance with Schedule C and with regard to the *2011 National Health Reform Agreement*.

Auditing Arrangements

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

Part 7 – Governance of the Agreement

Variation of the Agreement

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

Variation to Schedules to the Agreement

53. The Parties agree that any amendments to the schedules can be agreed at any time by agreement in writing between the Queensland Minister for Disability Services and the Commonwealth Minister for Social Services.

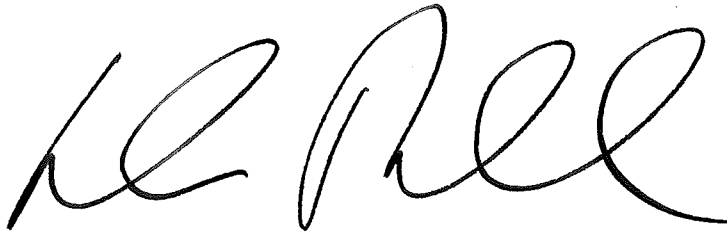
Escalation of Issues

- 54. Any Party may give notice to another Party of a dispute under this Agreement.
- 55. 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.
- 56. If the issue cannot be resolved by officials, it may be escalated to the relevant Ministers and, if necessary, the Disability Reform Council or equivalent Ministerial Council and COAG.

Termination of the Agreement

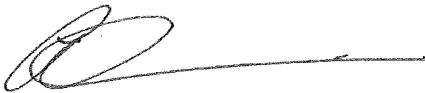
- 57. In exceptional circumstances, either of the Parties may withdraw from this Agreement by giving 12 months' notice of its intention to do so, in writing, to the Disability Reform Council or the equivalent Ministerial Council and COAG.
- 58. Following notification of a Party's intention to withdraw 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.
- 59. 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.

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

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

The Hon Malcolm Turnbull MP
Prime Minister

A smaller handwritten signature in black ink, featuring a circular loop followed by a long horizontal line.

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

The Hon Anastacia Palaszczuk MP
Premier of Queensland

Schedule A

Participant Transition Arrangements in Queensland

1. This schedule is to be read in conjunction with:
 - a. Schedule B: Financial Contributions for Transition in Queensland;
 - b. Schedule D: Continuity of Support Arrangements in Queensland; and
 - c. Schedule J: Memorandum of Understanding – Queensland early transition of the NDIS in Townsville, Charters Towers and Palm Island.
2. The transition to the National Disability Insurance Scheme (NDIS) in Queensland will commence in the early transition areas of North Queensland from January 2016. Transition across Queensland will continue from 1 July 2016, with the transition of all existing Queensland disability clients to be completed by July 2019 and is expected to benefit around 91,217 people with disability when full scheme is implemented.
3. The early transition is for children and young people (0-17 years) in Townsville City Local Government Area and Charters Towers Regional Council Local Government Area, and for all eligible participants from Palm Island Aboriginal Shire Local Government Area from January 2016, up to a total of 600 participants by 30 June 2016, with the remaining 1,000 to transition from 1 July 2016.
4. The arrangements in this schedule will be implemented by the CEO of the National Disability Insurance Agency (NDIA) in accordance with phasing rules agreed by the Parties which will set out the obligations of the CEO.
5. The participant phasing schedule has been designed with regard to the following considerations:
 - a. the advice of the NDIA on operational matters;
 - b. the readiness of the market and disability sector to transition to the NDIS in Queensland as outlined at Schedule E: Sector and System Readiness in Queensland;
 - 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 Queensland disability services and other participants, in order to manage funding flows and fiscal risk to the scheme.
6. In Queensland, by July 2019, it is estimated that 91,217 people will transition to the NDIS, including around 47,752 from the existing Queensland disability system that will be replaced by the NDIS.

7. The Parties agree that, following the early transition in North Queensland, transition in Queensland will be implemented on a geographical basis, based on existing Queensland disability sub/regional areas, per the following order:
 - a. The remaining eligible population in Townsville will commence transition to the NDIS from 1 October 2016;
 - b. Mackay will commence transition to the NDIS from 1 November 2016;
 - c. Toowoomba will commence transition to the NDIS from 1 January 2017;
 - d. Ipswich will commence transition to the NDIS from 1 July 2017;
 - e. Bundaberg will commence transition to the NDIS from 1 October 2017;
 - f. Rockhampton will commence transition to the NDIS from 1 January 2018;
 - g. Beenleigh, Cairns, Brisbane North, Brisbane South, Maryborough and Robina will commence transition to the NDIS from 1 July 2018; and
 - h. Caboolture/Strathpine and Maroochydore will commence transition to the NDIS from 1 January 2019.
8. Existing clients are defined as people who are receiving disability services funded or directly provided by Queensland at the time they make an NDIS access request. This includes supported accommodation clients.
9. To enable Queensland to transition disability funding into the scheme by the end of the transition period, the Parties agree to transition clients of existing disability services as a priority 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 provision has been made for other participants to access the scheme including:
 - a. people not receiving any Queensland funded or directly provided disability services;
 - b. people currently accessing only Commonwealth services and supports including disability services and young people in residential aged care; and
 - c. people with new incidence of disability.
11. The Parties agree that detailed planning of transition will be developed once this Agreement is finalised through the Operational Plan developed by Queensland, the Commonwealth and the NDIA.
12. The estimated and capped quarterly participant intake (with approved plans), during the transition period, based on paragraphs 6-10 above is outlined at Tables 1, 2 and 3 below:

Table 1: Estimated 2016-17 Participant Intake (end period), up to:

Client Cohort	2016-17 Q1	2016-17 Q2	2016-17 Q3	2016-17 Q4	2016-17 Total
Existing clients (excluding Supported Accommodation)	780	1,004	2,278	2,058	6,120
Supported Accommodation	0	159	235	189	583
Other Participants	220	2,056	2,964	2,423	7,663
Total Intake	1,000	3,219	5,477	4,671	14,366
Total Cumulative Intake¹	1,600	4,818	10,295	14,966	

Note: Discrepancies in total due to rounding

¹Includes 600 participants carried forward from 2015-16.

Table 2: Estimated 2017-18 Participant Intake (end period), up to:

Client Cohort	2017-18 Q1	2017-18 Q2	2017-18 Q3	2017-18 Q4	2017-18 Total
Existing clients (excluding Supported Accommodation)	1,784	2,386	1,812	1,812	7,792
Supported Accommodation	116	149	124	124	513
Other Participants	1,598	2,274	2,006	2,006	7,884
Total Intake	3,497	4,809	3,942	3,942	16,189
Total Cumulative Intake¹	18,463	23,271	27,213	31,155	

Note: Discrepancies in total due to rounding

¹Includes 14,966 participants carried forward from 2016-17.

Table 3: Estimated 2018-19 Participant Intake (end period), up to:

Client Cohort	2018-19 Q1	2018-19 Q2	2018-19 Q3	2018-19 Q4	2018-19 Total
Existing clients (excluding Supported Accommodation)	6,911	6,911	9,747	6,588	30,157
Supported Accommodation	511	511	721	544	2,287
Other Participants	6,380	6,380	8,740	6,118	27,618
Total Intake	13,802	13,802	19,209	13,249	60,062
Total Cumulative Intake¹	44,957	58,759	77,967	91,217	

Note: Discrepancies in total due to rounding

¹Includes 31,155 participants carried forward from 2017-18.

13. The total agreed annual intake of participants (with approved plans), is outlined at Table 4 below:

Table 4: Estimated Annual Intake of Participants, up to:

Client Cohort	Early transition	2016-17	2017-18	2018-19	Total
Existing clients	300	6,703	8,305	32,444	47,752
Other Participants	300	7,663	7,884	27,618	43,465
Total Intake	600	14,366	16,189	60,062	91,217
Total Cumulative Intake	600	14,966	31,155	91,217	

14. 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: Estimated Number of People Aged 65 and Over

Client Cohort	2016-17	2017-18	2018-19
Cumulative Participants Aged 65 and Over	294	892	2,641

15. To facilitate the smooth transition of participants into the NDIS, the NDIA will commence Local Area Coordination functions six months in advance of the scheduled phasing of a service district.

16. Where possible, the Parties agree to provide appropriate available data to the NDIA prior to the commencement of transition, to support the transfer of clients to the NDIS and consistent with Schedule E: Sector and System Readiness in Queensland.

17. The Parties agree that the estimates in these tables will be monitored or reviewed as necessary in light of transition experience as per clause 53 of this Agreement.

Appendix A

Queensland Sub/Regional Areas by Local Government Authority

Beenleigh

Logan
Redland

Brisbane North

Brisbane - North

Brisbane South

Brisbane - South

Bundaberg

Bundaberg

Caboolture/Strathpine

Moreton Bay

Cairns

Aurukun
Cairns
Cassowary Coast
Cook
Croydon
Douglas
Etheridge
Hope Vale
Kowanyama
Lockhart River
Mapoon
Mareeba
Napranum
Northern Peninsula Area
Pormpuraaw
Tablelands
Torres
Torres Strait Island
Weipa
Wujal Wujal
Yarrabah

Ipswich

Ipswich
Lockyer Valley
Scenic Rim
Somerset

Mackay

Isaac
Mackay
Whitsunday

Maroochydore

Gympie
Noosa
Sunshine Coast

Maryborough

Cherbourg
Fraser Coast
North Burnett
South Burnett

Robina

Gold Coast

Rockhampton

Banana
Barcaldine
Barcoo
Blackall-Tambo
Central Highlands
Diamantina
Gladstone
Livingstone
Longreach
Rockhampton
Winton
Woorabinda

Toowoomba

Balonne
Bulloo
Goondiwindi
Maranoa
Murweh
Paroo
Quilpie
Southern Downs
Toowoomba
Western Downs

Townsville

Boulia
Burdekin
Burke
Carpentaria
Charters Towers
Cloncurry
Doomadgee
Flinders
Hinčinbrook
McKinlay
Mornington
Mount Isa
Palm Island
Richmond
Townsville

Schedule B

Financial Contributions for Transition in Queensland

1. This schedule is to be read in conjunction with:
 - a. Schedule A: Participant Transition Arrangements in Queensland;
 - b. Schedule C: Cross-billing and Budget Neutrality Arrangements in Queensland;
 - c. Schedule D: Continuity of Support Arrangements in Queensland; and
 - d. Funding mechanism agreement between the Commonwealth Department of Social Services and State and Territory officials (via the Senior Officials Working Group).

Funding Arrangements

2. The Parties agree that, during the transition period, funding responsibilities are consistent with arrangements under the *Heads of Agreement between the Commonwealth and Queensland on the National Disability Insurance Scheme* with:
 - a. Queensland responsible for providing an agreed, fixed per client contribution for each existing client who has transferred from Queensland disability services to the National Disability Insurance Scheme (NDIS) and other participants, based on actuals up to an agreed number of participants under the age of 65 (Aboriginal and Torres Strait Islander Australians under the age of 50) that amounts to 59.4 per cent of agreed package costs;
 - b. the Commonwealth responsible for an agreed, fixed per client contribution for each existing client who has transferred from Queensland disability services to the NDIS and other participants under the age of 65 (Aboriginal and Torres Strait Islander Australians under the age of 50) that amounts to 40.6 per cent of agreed package costs; 100 per cent funding responsibility for participants 65 years and over and Aboriginal and Torres Strait Islander participants 50 years and over (who remain in the scheme); and 100 per cent of National Disability Insurance Agency (NDIA) operational and administration costs (including Information, Linkages and Capacity Building funded within the NDIS and NDIA operational costs); and
 - c. the Commonwealth responsible for meeting 100 per cent of the risk of cost overruns above the contributions outlined above.
3. Table 1 details the estimated contribution to package costs of Queensland 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 Queensland population under 65 years 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 for participants under the age of 65

	2016-17	2017-18	2018-19
Existing clients (excluding Supported Accommodation clients)	\$45,530	\$47,381	\$49,418
Supported Accommodation clients	\$184,613	\$192,552	\$200,831
Young people in Residential Aged Care Facilities	\$86,324	\$90,036	\$93,907
Other participants (excluding Young people in Residential Aged Care Facilities)	\$19,796	\$21,156	\$22,516
Townsville – children (existing clients and other participants) [^]	\$18,213		
Townsville – existing adult clients [^]	\$98,648		
Townsville – other adult participants [^]	\$27,543		
Weighted Average	\$39,677	\$41,383	\$43,163

[^]Specific unit costs for the Townsville region exist in 2016-17 only, with the exception of Supported Accommodation clients, due to the impact of the early transition sites prioritising children aged 0-17.

4. The Parties agree that Queensland from July 2016 will contribute funding on a monthly basis in arrears, based on the actual number of existing clients¹ and other participants² (including early transition participants) who have transitioned to the NDIS (with an approved plan) each month, multiplied by the agreed per client funding contribution. The number of existing and other participants who will enter into the scheme during transition will be limited to the sequencing detailed in Schedule A: Participant Transition Arrangements in Queensland.
5. Queensland is contributing its existing available funding for specialist and other disability services and supports, therefore:
 - a. Queensland contributions are based on the actual intake of existing clients who have transitioned to the NDIS;
 - b. Queensland contributions are based on an agreed per client funding contribution for different cohorts, and may increase or decrease based on actual participant intake;
 - c. the agreed per client funding contribution for different cohorts, is based on a weighted full scheme national average cost per participant;

¹ In line with the definition at clause 4e of this Agreement, throughout this schedule the term existing clients includes existing clients and supported accommodation clients, Townsville existing children clients, Townsville existing adult clients as per Table 1.

² In line with the definition at clause 4f of this Agreement, throughout this schedule the term other participants includes other participants and young people in residential aged care facilities, Townsville other children participants, Townsville other adult participants as per Table 1.

- d. Queensland contributions for participants are capped at the total estimated intake of existing and the quarterly intake of other participants, as outlined in Schedule A: Participant Transition Arrangements in Queensland; and
 - e. for the purpose of Queensland making a contribution, an existing Queensland client or other participant is assessed as having transitioned to the NDIS at the time of plan approval.
6. The Parties agree that:
- a. the NDIA 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 Queensland, the Commonwealth and the NDIA.
7. 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.

	2016-17	2017-18	2018-19
Weighted Average Package Cost during transition ¹	\$37,413	\$40,159	\$42,777

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

8. The Parties will separately agree, by the end of May 2016, the method of calculating invoices to enable the provision of the required contribution by each party as outlined in Tables 3 and 4, including the effect of in-kind contributions and the repayment of Intergovernmental payments, as outlined at Table 6.
9. As Queensland will contribute funding on a monthly basis in arrears during transition, the Commonwealth may need to make additional cash contributions to address any cash flow issues associated with this arrangement. The Commonwealth will ensure that the NDIA has access to cash equivalent to a floor of one month of agreed annual funding contributions for participants in the scheme at the end of the previous month less in-kind contributions for participants in the scheme. These additional payments, if made by the Commonwealth to address cash flow issues, will be offset against future payments once cash has built in the scheme and before the end of the financial year in which they are made. At the commencement of full scheme, Queensland will pay all outstanding invoices for the transition period in addition to its contribution to full scheme.
10. The Parties will allow cash to build up in the scheme up to a ceiling. The cash ceiling will be equivalent to three months of total agreed annualised funding contributions in respect of those participants in the scheme with an approved plan as at the end of each month. Calculations of the cash ceiling will be updated each month by the NDIA. Where the level of cash that has built in the scheme approaches the cash ceiling, the NDIA invoicing will limit contributions by the Parties to the level of the cash ceiling, as calculated at the end of that month.
11. The Parties agree that cash that builds in the scheme can be used by the NDIA to manage cash flow risks and to manage costs back to the agreed total funding, if

commitments in plans are higher than expected. If the NDIA cannot manage costs back to the agreed total funding, then consistent with the responsibilities in paragraph 2(c) the Commonwealth will work with other Parties, including the NDIA, to develop agreed mitigation proposals which could include changes to participant phasing arrangements to allow the Commonwealth to supplement the NDIA so that it can meet its commitments.

12. The NDIA will issue all invoices within 14 days of the end of every calendar month. Queensland will pay all invoices issued by the NDIA within 14 days of the date the invoice is issued. This allows sufficient time for the NDIA to calculate an invoice based on actual participant numbers, and for Queensland and the Commonwealth to agree the value of the invoice.
13. The estimated funding contribution from Queensland is outlined at Table 3 and is subject to the client phasing in Schedule A and the agreed annualised funding contribution in Table 1 above.

Table 3: Estimated Queensland funding contribution for participants under the age of 65

	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)	Total (\$m)
Existing clients	\$90.5	\$388.2	\$1,115.9	\$1,594.6
Other participants	\$46.4	\$160.7	\$427.4	\$634.5
Estimated Queensland contribution¹	\$136.9	\$548.9	\$1,543.3	\$2,229.1

¹Queensland's contribution is based on the actual intake of clients multiplied by the agreed per client funding contribution. Queensland's commitment is up to the estimated total contribution outlined in this table.

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

Table 4: Estimated Commonwealth funding contribution for participants

	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)	Total (\$m)
Existing clients	\$61.8	\$265.1	\$762.1	\$1,089.0
Other participants	\$31.7	\$109.7	\$291.9	\$433.3
Participants aged 65 and over	\$6.7	\$34.8	\$109.0	\$150.5
Estimated Total Commonwealth contribution¹	\$100.2	\$409.7	\$1,163.0	\$1,672.8

¹Does not include administration and other costs not associated with a participant's plan.

Intergovernmental Payments

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

16. 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 Aboriginal and Torres Strait Islander Australians aged 50 to 64 years in specialist disability services as set out in Schedule C: Cross-billing and Budget Neutrality Arrangements in Queensland.

17. The Parties agree that:

- a. repayment of Intergovernmental payments will be calculated based on the actual number of existing state disability clients that transfer to the NDIS, with payments arrangements consistent with paragraph 4 above; and
- b. Queensland will provide the Budget Neutral Adjustment to the Commonwealth as an additional payment administered via the NDSPP, to be provided in even monthly instalments to NDIA over the transition period, as outlined in Schedule C: Cross-billing and Budget Neutrality Arrangements in Queensland.

18. Repayment of funding under the SACS NP is subject to the extension of the current National Partnership Agreement, which is due to expire on 30 June 2016.

19. The Parties agree that the Commonwealth will no longer provide Intergovernmental payments to Queensland, relating to Specialist Disability Services, set out in paragraph 16, from 1 July 2019.

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

Table 5: Annualised repayment of Intergovernmental payments for NDIS participants

	2016-17	2017-18	2018-19
Existing clients (excluding Supported Accommodation)	\$5,648	\$5,922	\$6,234
Supported Accommodation	\$22,901	\$24,066	\$25,336
Townsville – existing children [^]	\$2,259		
Townsville – existing adults [^]	\$12,237		
Weighted Average	\$6,859	\$7,207	\$7,588

[^]Specific unit costs for the Townsville region exist in 2016-17 only, with the exception of Supported Accommodation clients, due to the impact of the early transition sites prioritising children aged 0-17.

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

Table 6: Estimated repayment of Commonwealth Intergovernmental payments for participants

	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Repayment of Commonwealth Intergovernmental payments	\$18.9	\$81.7	\$236.9
Budget Neutral Adjustment, via NDSPP ¹	\$4.9	\$5.0	\$5.2
Total	\$23.8	\$86.7	\$242.1

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

Cash and In-Kind Contributions

22. The Parties agree to minimise in-kind contributions to the NDIS, and where possible cash out in-kind programmes to accelerate the transition from in-kind services to cash contributions. The Parties agree that where it is not possible to cash out programmes before they transition to the NDIS, they will:

- a. ensure that contracts with providers can be adjusted to facilitate the cashing out of programmes once the transition to the scheme has commenced, where reasonable; and
- b. consider whether the remainder of the contract can be novated to the NDIA and, where contract novation occurs, provide funding to the NDIA at the value of the novated contract on a monthly basis (or as otherwise agreed with the NDIA) until the contract terminates.

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

Table 7: Commonwealth cash and in-kind contributions

	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
In-kind: Contingence Aids Payments Scheme	\$0.4	\$0.7	\$3.2
In-kind: Disability Employment Assistance: Australian Disability Enterprises	\$1.3	\$6.7	\$17.1
In-kind: Hearing Services Programme	\$1.3	\$5.2	\$14.3
In-kind: Partners in Recovery	\$0.6	\$4.9	\$19.5
In-kind: Support for Day to Day Living in the Community	\$0.1	\$0.3	\$0.8
In-kind: Younger Onset Dementia Key Worker Programme	\$0.02	\$0.1	-
Total Commonwealth In-kind Contribution	\$3.6	\$17.8	\$55.0
Cash - Repayment of Commonwealth Intergovernmental payments via Queensland	\$23.8	\$86.7	\$242.1
Cash	\$72.8	\$305.2	\$865.9
Total Commonwealth Cash Contribution	\$96.6	\$391.9	\$1,108.0
Total Commonwealth Contribution	\$100.2	\$409.7	\$1,163.0

24. The estimated Queensland cash and in-kind contribution is outlined at Table 8:

Table 8: Queensland cash and in-kind contributions

	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Estimated Queensland in-kind contribution	\$7.4	\$42.1	\$104.1
Estimated Queensland cash contribution	\$129.5	\$506.8	\$1,439.2
Estimated total Queensland contribution	\$136.9	\$548.9	\$1,543.3

25. Queensland's in-kind contribution includes the costs of Queensland provided supported accommodation and respite services and some non-accommodation state-wide services which will be required to operate throughout the transition.

26. In-kind contributions during transition will be based on the current cost of delivering the services. The pricing and value of any in-kind contributions at full scheme will be separately agreed by June 2019.

Full Scheme Arrangements

27. Full scheme funding arrangements for Queensland will commence from 1 July 2019. From 2019-20, Queensland will contribute its fixed \$2.03 billion (indexed at 3.5 per cent per annum) to the NDIS but if transition of existing clients into the scheme is not complete:

- a. Queensland may seek to agree with the Commonwealth to adjust its contribution to reflect the considerations in paragraphs 28 and 29; and
- b. the Commonwealth may also seek to agree with Queensland to make adjustments to its full scheme contribution to reflect ongoing support needs outside of the NDIS.

28. Funding arrangements for full scheme will need to consider:

- a. the extent to which participant phasing schedules have been achieved, in particular whether all existing Queensland disability clients have entered the NDIS by the end of the transition period;
- b. the extent to which Queensland has achieved a withdrawal from the delivery and administration of specialist disability services; and
- c. any changes for full scheme agreed by governments arising from new policy design (such as quality and safeguards and housing), scheme experience and the 2017 Productivity Commission review of scheme costs.

29. If Queensland continues to provide in-kind contributions to the NDIS from Intergovernmental payments at full scheme, adjustments to funding arrangements will be made to allow the Intergovernmental payments to be ceased by 30 June 2019 and to ensure that overall funding to the NDIS is unchanged.

30. The Parties agree that a funding mechanism for full scheme contributions will be agreed by March 2019 and will include details of timing and the basis of payments.

Payments from the DisabilityCare Australia Fund

31. The minimum annual payment to Queensland from the DisabilityCare Australia Fund is outlined at Table 9:

Table 9: Payments to Queensland from the DisabilityCare Australia Fund

	2015-16 (\$m)	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Payments to Queensland	\$0.7	\$35.6	\$36.9	\$65.8

32. The final payment schedule will be reflected in the National Partnership Agreement on the DisabilityCare Australia Fund.

33. The Commonwealth and Queensland agree to consider revisions to this Agreement following the signing of the National Partnership Agreement on the Disability Care Australia Fund.

Schedule C

Cross-billing and Budget Neutrality Arrangements in Queensland

1. This schedule is to be read in conjunction with:
 - a. Schedule A: Participant Phasing Arrangements in Queensland;
 - b. Schedule B: Financial Contributions for Transition in Queensland;
 - c. Schedule D: Continuity of Support Arrangements in Queensland; and
 - d. Schedule K: Cross-billing and Budget Neutrality Arrangements in Queensland: 2013-14 to 2015-16.
2. The Parties agree that the roles and responsibilities outlined in Schedule F of the National Health Reform Agreement will be maintained. The Commonwealth will continue to have financial responsibility for aged care and specialist disability services for older people aged 65 years and over (and Aboriginal and Torres Strait Islander Australians aged 50 years and over). In addition, the Commonwealth will progressively take over service delivery responsibility for specialist disability services for older people as the National Disability Insurance Scheme (NDIS) continues to rollout.
3. Queensland will continue to have financial responsibility for disability and aged care services for younger people aged under 65 years (Aboriginal and Torres Strait Islander 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 not eligible for the NDIS.
4. This schedule covers the cross-billing arrangements for transition in 2016-17, 2017-18 and 2018-19 financial years.
5. The Parties agree that the change in roles and responsibilities will be made cost neutral through a Budget Neutral Adjustment payment. The Budget Neutral Adjustment is fixed at the 2013-14 level identified in Schedule K: Cross-billing and Budget Neutrality Arrangements in Queensland: 2013-14 to 2015-16 and grown through time at 3.5 per cent per annum.

Cross-billing

Younger People in Commonwealth Residential Aged Care and Home Care Packages

6. Queensland agrees to pay the Commonwealth for the estimated costs of younger people aged under 65 (Aboriginal and Torres Strait Islander Australians aged under 50 years) in residential aged care and Home Care Packages, for the period 2016-17 to 2018-19, where they have yet to transition as a participant of the NDIS.
7. The agreed amount that Queensland 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, with:

- a. the agreed average unit cost calculated by growing the average unit cost for 2013-14 identified in Schedule K: Cross-billing and Budget Neutrality Arrangements in Queensland: 2013-14 to 2015-16 by 3.5 per cent 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 2013-14 less the number of younger people that are estimated to transition to the NDIS (or that have otherwise exited), as outlined in Schedule A: Participant Transition Arrangements in Queensland; 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	2015-16	2016-17	2017-18	2018-19
Younger people in Residential Aged Care	\$69,706	\$72,145	\$74,670	\$77,284
Younger people with Home Care Packages	\$29,380	\$30,409	\$31,473	\$32,575

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	2015-16	2016-17	2017-18	2018-19
Younger people in Residential Aged Care	1,117	892	782	-
Younger people with Home Care Packages	343	291	248	-

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

Cohort	2015-16	2016-17	2017-18	2018-19
Younger people in Residential Aged Care	1,117	1,030	835	393
Younger people with Home Care Packages	343	319	259	117

10. The agreed Queensland 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 Queensland Cross-billing Contributions

Cohort	2015-16 (\$m)	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Younger people in Residential Aged Care	\$77.9	\$74.3	\$62.3	\$30.4
Younger people with Home Care Packages	\$10.1	\$9.7	\$8.1	\$3.8
Total Queensland Contribution	\$87.9	\$84.0	\$70.5	\$34.2

Older People in Queensland Specialist Disability Services

11. The Commonwealth agrees to pay Queensland for the cost of delivering specialist disability services to older people (aged 65 years and over, or Aboriginal and Torres Strait Islander Australians aged over 50), for the period 2016-17 to 2018-19, less:

- a. the agreed amount of funding provided to Queensland through the National Disability Specific Purpose Payment for Older People in Queensland Specialist Disability Services; and
- b. the agreed amount of funding provided to Queensland through the National Partnership Agreement on Pay Equity for the Social and Community Services sector for Older People in Queensland Specialist Disability Services, subject to the extension of the current National Partnership Agreement which is due to expire on 30 June 2016.

12. The total agreed amount that the Commonwealth will pay Queensland will be calculated by growing the cost for 2013-14 identified in Schedule K: Cross-billing and Budget Neutrality Arrangements in Queensland: 2013-14 to 2015-16 by 3.5 per cent per annum.

Table 5: Agreed Commonwealth Cross-billing Contributions to Queensland

Cohort	2015-16 (\$m)	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Older people in specialist disability services (aged 65 and over)	\$34.5	\$35.7	\$36.9	\$38.2
Older people in specialist disability services (Aboriginal and Torres Strait Islander Australians Aged 50-64)	\$6.4	\$6.7	\$6.9	\$7.1
Total Commonwealth Contribution	\$40.9	\$42.4	\$43.8	\$45.4

13. As the Commonwealth is progressively taking administrative and service provision responsibility for older people in specialist disability services, as outlined in Schedule D: Continuity of Support Arrangements in Queensland, Queensland will repay the Commonwealth the costs associated with older people who transition to Commonwealth continuity of support arrangements.

14. Where an Aboriginal or Torres Strait Islander person aged 50-64 transitions as a participant of the NDIS, Queensland will transfer funding to the National Disability Insurance Agency (NDIA), as a Commonwealth contribution, as outlined in Schedule B: Financial Contributions for Transition in Queensland.

Funding Arrangements

15. The funding arrangements for Cross-billing, will be consistent with the NDIS, as outlined in Schedule B: Funding Contributions for Transition in Queensland, with:
- a. Queensland payments 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 Queensland capped at the total estimated value of older people in Queensland specialist disability services and younger people in Residential Aged Care and Home Care Packages, as at 30 June 2016, grown by 3.5 per cent per annum.
16. The Parties agree that all cross-billing payments will cease on 30 June 2019.

Budget Neutral Adjustment

17. The Parties agree that during transition a Budget Neutral Adjustment is made each year to offset the additional cost to the Commonwealth of net additional financial responsibilities taken on as part of the National Health Reform Agreement (i.e. the additional cost to the Commonwealth of Home and Community Care for older people, and the cost of specialist disability services for older people, less the costs of responsibilities transferred to Queensland for younger people in aged care).
18. The Parties agree that the Budget Neutral Adjustment for 2016-17, 2017-18 and 2018-19 is calculated by growing the Budget Neutral Adjustment for 2013-14 identified in Schedule K: Cross-billing and Budget Neutrality Arrangements in Queensland: 2013-14 to 2015-16 by 3.5 per cent per annum.
19. The Budget Neutral Adjustment over the period 2016-17 to 2018-19, which reflects a net contribution to the Commonwealth, is outlined in Table 6.

Table 6: Budget Neutrality Adjustment to the Commonwealth:

Amounts	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Budget Neutral Adjustment	\$4.9	\$5.0	\$5.2

20. Both parties agree that during the NDIS transition period, 1 July 2016 to 30 June 2019, Queensland will provide the Budget Neutral Adjustment to the Commonwealth as an additional repayment of the National Disability Specific Purpose Payment as outlined in Schedule B: Financial Contributions for Transition in Queensland.

21. As the National Disability Specific Purpose Payment will have fully transitioned to the NDIS by the end of 2018-19, the Parties agree that, from 1 July 2019, Queensland will increase its contribution to the NDIA by \$5.4 million (indexed at 3.5 per cent per annum). This will be in addition to the Queensland full scheme contribution of \$2,030 million as set out in the *Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme*.

Schedule D

Continuity of Support Arrangements in Queensland

1. This schedule is to be read in conjunction with:
 - a. Schedule A: Participant Phasing Arrangements in Queensland;
 - b. Schedule B: Financial Contributions for Transition in Queensland; and
 - c. Schedule C: Cross-billing and Budget Neutrality Arrangements in Queensland.
2. The Parties agree that it is important that the roll out of the National Disability Insurance Scheme (NDIS) in Queensland is managed so that people are not disadvantaged during the transition to the full roll-out of the NDIS.

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 access requirements outlined in the *National Disability Insurance Scheme Act 2013* (NDIS Act 2013), or who are eligible participants receiving supports that do not meet the definition of reasonable and necessary support in the NDIS Act 2013¹; and
 - b. the funding for this support is attributed to a programme/service, that will cease when the NDIS 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. 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.

¹ In relation to eligible participants receiving supports that do not meet the definition of reasonable and necessary support in the NDIS Act 2013, the NDIA will be responsible for providing continuity of support and will work to transition people to reasonable and necessary supports.

6. The types of assistance provided through continuity of support should be flexible and adapt to the changing needs of people over time and 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 of age and has had a change in their circumstances which means they may meet NDIS access requirements, the person can make an access request to the NDIA to become a participant at any time.

Continuity of Support: People Aged 65 and over and Aboriginal and Torres Strait Islander People Aged 50–64 years

7. The Parties agree that:
 - a. administrative and service responsibility for people aged 65 and over receiving specialist disability services will transfer to the Commonwealth, consistent with the timeframes for transition of NDIS eligible participants in Queensland; and
 - b. administrative and service responsibility for Aboriginal and Torres Strait Islander people aged 50 and over receiving specialist disability services, and ineligible to participate in the NDIS, will transfer to the Commonwealth, consistent with the timeframes for transition of NDIS eligible participants in Queensland.
8. The Parties agree that the Commonwealth will, in consultation with Queensland, determine the administrative arrangements, operationalisation of these arrangements, and service provision for providing continuity of support for people aged 65 and over (Aboriginal and Torres Strait Islander people aged 50 and over) referred to in clause 3 above by June 2016. In developing these arrangements, the Commonwealth and Queensland will confirm current service delivery data including the number of in scope clients.
9. The schedule to transfer administrative responsibility and service provision to the Commonwealth has been designed with consideration of an orderly approach in line with the transition of eligible participants from Queensland disability services to the NDIS.
10. In Queensland, it is estimated that a total of 874² people receiving Queensland specialist disability services will transfer to the Commonwealth.
11. The Parties agree that the transfer of this cohort in Queensland will be implemented on a geographical basis, based on existing Queensland disability sub/regional areas as per the following order:
 - a. Townsville will transfer from 1 October 2016;
 - b. Mackay will transfer from 1 November 2016;
 - c. Toowoomba will transfer from 1 January 2017;

² This figure represents people aged 65 and over only, as it is assumed that Aboriginal and Torres Strait Islander people aged 50-64 years who are receiving specialist disability services, are eligible for the NDIS. The Commonwealth will ensure, in line with Clauses 2-6 in this Schedule, that Aboriginal and Torres Strait Islander people aged 50 and over are not disadvantaged if they are ineligible for the NDIS.

- d. Ipswich will transfer from 1 July 2017;
- e. Bundaberg will transfer from 1 October 2017;
- f. Rockhampton will transfer from 1 January 2018;
- g. Beenleigh, Cairns, Brisbane North, Brisbane South, Maryborough and Robina will transfer from 1 July 2018; and
- h. Caboolture/Strathpine and Maroochydore will transfer from 1 January 2019.

12. The Parties agree that detailed planning of transfers will be developed once this Agreement is finalised as part of the Operational Plan developed by Queensland, the Commonwealth and the NDIA.

13. The estimated quarterly transfer, based on transition arrangements in paragraph 11 above is outlined at Tables 1-3:

Table 1: Estimated Transfer of Administrative and Service Provision Responsibility in 2016-17

	2016-17 Q1	2016-17 Q2	2016-17 Q3	2016-17 Q4
Estimated number of existing Queensland specialist disability services clients to transition to Commonwealth Administration	0	28	56	48
Total Cumulative transfer	0	28	83	131

Note: Discrepancies in total due to rounding

Table 2: Estimated Transfer of Administrative and Service Provision Responsibility in 2017-18

	2017-18 Q1	2017-18 Q2	2017-18 Q3	2017-18 Q4
Estimated number of existing Queensland specialist disability services clients to transition to Commonwealth Administration	40	49	23	23
Total Cumulative transfer	171	219	242	265

Note: Discrepancies in total due to rounding

Table 3: Estimated Transfer of Administrative and Service Provision Responsibility in 2018-19

	2018-19 Q1	2018-19 Q2	2018-19 Q3	2018-19 Q4
Estimated number of existing Queensland specialist disability services clients to transition to Commonwealth Administration	130	130	191	157
Total Cumulative transfer	395	526	717	874

Note: Discrepancies in total due to rounding

14. The estimate in Tables 1-3 above is the estimated number of existing clients aged 65 years and over and Aboriginal and Torres Strait Islander people aged 50-64 years in Queensland funded specialist disability services who will require continuity of support arrangements. If the actual number of people who require continuity of support arrangements and who are aged 65 and over, or Aboriginal and Torres Strait Islander people aged 50-64 years exceeds the estimate outlined at Table 1 and 3 above, the Commonwealth may seek to provide access to existing programmes, in consultation with Queensland, on the same basis as other people with a need for support who are aged 65 and over.

15. The estimated cost to the Commonwealth of providing continuity of support for people aged 65 and over, and Aboriginal and Torres Strait Islander people aged 50-64, currently in Queensland specialist disability systems is outlined at Table 4.

Table 4: Estimated Cost – Continuity of Support for Older People

	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Estimated cost of Continuity of Support for older people in Queensland specialist disability services	\$2.3	\$12.6	\$34.0

16. Table 4 reflects the estimated cost of continuity of support for the people identified in Tables 1-3. If the actual cost to the Commonwealth of providing continuity of support for existing clients of Queensland funded specialist disability services exceeds the estimate outlined at Table 4 above, the Commonwealth may seek to provide access to Commonwealth programmes, in consultation with Queensland, on the same basis as other people with a need for support who are aged 65 and over.

Continuity of Support: People Aged Under 65 and Aboriginal and Torres Strait Islander People Aged Under 50 Ineligible for the NDIS

17. The parties agree that, for people that are receiving disability services, but do not meet the access requirements outlined in the NDIS Act 2013:

- a. the Commonwealth will be responsible for administration and service provision arrangements for providing continuity of support to people under the age of 65 and under the age of 50 for Aboriginal and Torres Strait Islander people (younger people), in receipt of Commonwealth funded disability programs/services; and

- b. Queensland will be responsible for administration and service provision arrangements for providing continuity of support to younger people in receipt of Queensland funded disability programs/services which will cease as the NDIS is introduced and may include Queensland entering into a separate arrangement to pay the NDIA on a standard fee-for-service basis.

18. The details of continuity of support arrangements will be outlined in the Operational Plan developed by Queensland, the Commonwealth and the NDIA prior to transition.

Intergovernmental Payments

19. Both Parties agree that the Intergovernmental payments currently provided by the Commonwealth to Queensland will be repaid to the Commonwealth based on the actual number of existing state specialist disability services clients who transferred to Commonwealth administrative and service provision arrangements in that year, consistent with funding arrangements outlined in Schedule B: Financial Contributions for Transition in Queensland.

20. 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 over 65 and Aboriginal and Torres Strait Islander people aged 50-64 who are ineligible for the NDIS, as set out in Schedule C: Cross-billing and Budget Neutrality Arrangements in Queensland.

21. Repayment of funding under the SACS NP is subject to the extension of the current National Partnership Agreement, which is due to expire on 30 June 2016. The estimated repayment from the SACS NP will be adjusted, if necessary, once details have been finalised.

Funding Arrangements

22. The funding arrangements for continuity of support will be consistent with the NDIS, as outlined in Schedule B: Funding Contributions for Transition in Queensland, with Queensland repayments for Older People in Specialist Disability Services, to be provided on a monthly basis in arrears based on the actual number of people who have left Queensland specialist disability services.

23. The agreed funding contribution by client is outlined at Table 5 below:

Table 5: Agreed average unit costs for Continuity of Support clients

	2016-17	2017-18	2018-19
Older people in supported accommodation	\$166,499	\$174,695	\$183,310
Older people in other specialist disability services	\$29,041	\$30,470	\$31,973
Weighted Average	\$57,979	\$60,834	\$63,833

24. The amount that Queensland will repay the Commonwealth will be calculated by multiplying the number of older people who have left Queensland specialist disability services by the agreed average unit cost. The estimated repayments (outlined in Table 6) are based on the number of older people who are estimated to transition to continuity of support arrangements. Where a person aged over 65 transitions during the year, part year effects are taken into account.
25. Where a person aged 65 and over is in receipt of Commonwealth continuity of support, and supports are provided by the Queensland Government's specialist disability accommodation, these supports will provided and invoiced to the Commonwealth at the current cost.
26. Where a person aged over 65 leaves a Queensland specialist disability service, and does not transfer to Commonwealth continuity of support arrangements, Queensland will provide the Commonwealth with funding equal to the agreed unit cost, adjusted for part year effects.

Table 6: Estimated repayment of Intergovernmental Payments

	2016-17 (\$m)	2017-18 (\$m)	2018-19 (\$m)
Repayment of Intergovernmental Payments ¹	\$2.3	\$12.8	\$35.5

¹The estimated repayment of Intergovernmental Payments is greater than the estimated cost of providing Continuity of Support as outlined at Table 4. This is due to an interaction with the NDIS whereby people are allowed to age over 65 and remain in the scheme. The Commonwealth will redirect any extra funding as part of its overall contribution to the NDIS.

Cash and In-Kind Contributions

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

Schedule E

Sector and System Readiness in Queensland

1. The Parties agree that full scheme costs for the National Disability Insurance Scheme (NDIS) must be sustainable.
2. The Parties agree that transition arrangements will be managed so that providers, the workforce, individuals, the National Disability Insurance Agency (NDIA) and existing systems are prepared to operate in the NDIS system.
3. The Parties agree that prior to 1 September 2016, the NDIA's capability, capacity and systems will be independently assured, with Queensland having full access to the assurance report.
4. The Parties agree to recognise and support practical steps to support sector and system readiness.
5. The Parties recognise and support that to be able to meet the timeframes envisaged for processing access requests and developing plans under this agreement, the NDIA will need:
 - a. access to data from governments and providers, that is in the form, and quality, required to support the transition of people in existing programmes into the NDIS;
 - i. including data from current programmes that allows the NDIA and governments to understand the characteristics of clients and the support they receive, and to remove potential double counts for transitioning clients;
 - b. to agree and establish mechanisms with Queensland to efficiently and effectively transfer information between the NDIA, stakeholders and providers that avoid regulatory burden on providers; and
 - c. to take practical steps with Queensland to meet the agreed timeframes.
6. The Parties recognise and support that to be able to operate in the market-based system envisaged for the NDIS within the timeframes envisaged for transition under this agreement, providers and participants will need to be ready to move to the NDIS system at the point of transition consistent with Schedule A: Participant Transition Arrangements in Queensland.
 - 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 NDIA system; and
 - b. For participants this means being ready to undertake goal-based planning and exercise control and choice over the supports they receive.

7. The Parties agree that existing funding and contracting arrangements and the Sector Development Fund will be used to proactively build readiness in the lead up to a region transitioning, taking account of the challenges of thin markets, including rural and remote areas, and in line with the priorities and actions identified in the Market, Sector and Workforce Strategy, through:
 - a. building participant capacity for choice and control;
 - b. developing the capacity of providers to participate in a more contestable market; and
 - c. workforce growth and development.
8. The Parties are committed to leveraging existing government investment in sector development activities and infrastructure and will work with the NDIA to determine how existing tools, resources and systems can be adopted or funded to support the NDIS where appropriate.
9. The Parties agree that they will facilitate the NDIA working with prospective participants and providers ahead of phasing in.
10. The Parties agree to monitor market, sector, participant, workforce and system readiness, including through:
 - a. monitoring the completeness and quality of data available to the NDIA about people in existing programmes who are due to transition into the NDIS;
 - b. the NDIA building a picture of provider characteristics including number of providers, location, capacities, range of services provided, gaps in supply, timeliness of invoicing;
 - 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 Queensland held information about regions to assist the NDIA with service and workforce mapping.
11. The Parties agree that these monitoring arrangements will take account of the challenges associated with rural and remote service delivery.
12. 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.

Schedule F

Transition Arrangements for Quality and Safeguards in Queensland

1. This schedule sets out quality and safeguards assurance arrangements during the transition to the full National Disability Insurance Scheme (NDIS) in Queensland from July 2016 to July 2019.
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. The parties and the National Disability Insurance Agency (NDIA) are working together on the design of a nationally consistent quality and safeguarding framework to be agreed by the Disability Reform Council (the Council) by mid-2016.
4. The NDIS quality and safeguarding framework will be consistent with the principles agreed by the Council as set out in the Consultation paper released on 17 February 2015.
5. The parties agree that existing Queensland and Commonwealth quality and safeguarding arrangements will continue to operate until 30 June 2019 or until such time as a nationally consistent framework has been agreed and implemented, whichever is sooner.
6. This schedule will be reviewed by June 2016 to reflect the outcomes of Ministers' decisions and incorporating consequent implementation arrangements.

Transition Arrangements

7. Parties agree that:
 - a. existing quality standards will be continued and safeguards will be maintained in Queensland during transition; and
 - b. existing Queensland and Commonwealth quality and safeguard arrangements will apply to providers that register with the NDIA.
8. The respective roles and responsibilities of the NDIA, Queensland and Commonwealth Governments for implementing quality and safeguards during transition are set out in Table 1, and will be further detailed as part of the Operational Plan and set out in Quality and Safeguards Working Arrangements for Transition (Operational Plan Working Arrangements). The Operational Plan Working Arrangements will be developed following finalisation of this Agreement in consultation with the NDIA.

9. The Parties agree that, in developing the Operational Plan Working Arrangements, the parties will consider:
- a. the scope of services covered by the transitional arrangements;
 - b. the application of relevant Queensland and Commonwealth legislation;
 - c. applicable quality standards and their interaction, including accreditation and quality assurance processes;
 - d. arrangements for the ongoing monitoring of NDIS providers' compliance with agreed quality and safeguards requirements;
 - e. application of restrictive practices management and reporting requirements;
 - f. independent oversight and monitoring by statutory bodies;
 - g. the monitoring, investigation and management of complaints;
 - h. the need for any enforcement or remedial action against providers;
 - i. incident management and reporting;
 - j. the business processes for implementing the Operational Plan Working Arrangements; and
 - k. governance arrangements to oversee and monitor the implementation of agreed Operational Plan Working Arrangements.

Table 1 – Quality and safeguard assurance arrangements during transition

	Applicable legislation	Quality standards	Accreditation and assurance processes	Complaints and investigation	Additional contractual requirements	Regulation of the use of restrictive practices
Queensland funded programmes	<p><i>Disability Services Act 2006</i></p> <p><i>Public Guardian Act 2014</i></p> <p><i>Ombudsman Act 2001</i></p> <p><i>Guardianship and Administration Act 2000</i></p>	Human Services Quality Standards (enforced by contract)	Independent Accredited Certification body	<p>Central Complaints and Review Unit (within Department of Communities, Child Safety and Disability Services) (legislative base)</p> <p>Queensland Ombudsman</p> <p>Public Guardian</p> <p>Public Advocate (systemic advocacy and investigations)</p>	<p>Abuse and Neglect Policy</p> <p>Critical Incident Reporting</p>	Compliance with Part 6 of <i>Disability Services Act 2006</i>
Commonwealth funded programmes including employment services	<i>Disability Services Act 1986</i>	National Standards for Disability Services	<p>Accreditation bodies for AEDs and Advocacy</p> <p>Additional Program specific accreditation for early intervention</p>	<p>Commonwealth Ombudsman</p> <p>Aged Care Commissioner</p>	Policy enforced by contract	

			Relevant Commonwealth government departments			
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10. In regard to decisions or actions taken by the NDIA, NDIS participants will have access to Administrative Appeals Tribunal for merits review of decisions. They can also access the Commonwealth Ombudsman if they have a complaint about the administration of the NDIA.

11. The Parties agree to work together to resolve inconsistencies between implementation of agreed Operational Plan Working Arrangements and Queensland's existing quality and safeguards legislation and policies.

New Providers

12. 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. Queensland or Commonwealth quality and safeguarding arrangements will apply to these new providers.

13. Working arrangements between the Commonwealth, Queensland and the NDIA to ensure appropriate management, monitoring and enforcement of quality and safeguard arrangements during transition will be developed under the Operational Plan to support the implementation of transition in Queensland.

14. The Parties agree to work collaboratively and to closely monitor quality and safeguard arrangements during transition to ensure that:

- a. choice and control for participants is not undermined and that safeguards remain risk-based;
- b. the registration process for new providers is streamlined where appropriate and duplication and costs are minimised for all parties and support providers during the transition to full scheme; and
- c. the quality and safeguards agreed in the Operational Plan Working Arrangements for transition are fully implemented.

15. For example, where applicants for NDIA 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.

Monitoring and Risk Management

16. 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 clauses 45 to 48 of this Agreement.

Schedule G

Integrated National Disability Insurance Scheme Performance Reporting Framework

Purpose

1. This schedule sets out the mechanisms that will be used to assess the performance of the National Disability Insurance Scheme (NDIS) and specifies how that performance will be reported.
2. It incorporates relevant content contained in the Annex to the Intergovernmental Agreement on NDIS Launch on performance reporting, which is superseded for the transition to full scheme by this schedule. This schedule should be read in conjunction with clauses 38 to 43 of this Agreement.
3. The parties agree that a number of the outcome measures relating to the National Disability Insurance Agency's (NDIA) outcomes framework, and its Goal Attainment Scale, are being piloted during the transition period to full scheme. This schedule will be reviewed annually in accordance with clause 6 and any variation will be agreed in accordance with clause 53 of this Agreement.

Integrated NDIS Performance Reporting Framework

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

NDIS Performance

- a. Reporting requirements at this level are designed to meet the accountability requirements of the Council of Australian Governments Disability Reform Council (DRC);
- b. NDIS performance comprises agreed outcomes, key performance indicators (KPIs) and measures designed to assess the extent to which the NDIS is achieving the outcomes intended by governments, as set out in the NDIS legislation; and
- c. Because of the longer-term focus on NDIS outcomes, reports at this level will be provided annually to the DRC from the NDIA Board.

NDIA Operational Performance

- d. Reporting at this level has two purposes. First, it satisfies the requirements specified in the legislation for the NDIA Board to report on expenditure and activities in relation to the NDIS. Secondly, it provides information on various aspects of NDIA operations that will contribute directly to the achievement of scheme outcomes and KPIs. This will give DRC insight through the year on progress towards achieving the outcomes of the scheme.
- e. Reports at this level will be provided quarterly by the NDIA Board to the DRC, and will be disaggregated to jurisdictional levels, as well as providing national totals.

NDIS Activity in Jurisdictions

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

Data Sources

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

Annual Review

- 6. This schedule will be reviewed annually through the transition period, and any variation will be agreed in accordance with clause 53 of this Agreement. This may include unforeseen data needs of parties.

Level A – NDIS Annual Performance

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

Table 1: NDIS Outcomes, KPIs and Performance Measures

Outcome	KPIs	Performance Measures
1. People with disability lead lives of their choice	1.1 People with disability achieve their goals for independence, social and economic participation	1.1.1 Proportion of participants, and their families and carers, who report improved economic and social outcomes (as measured by the NDIA outcomes framework) 1.1.2 Proportion of participants who attain the goals outlined in their plans (as measured by the NDIA's Goal Attainment Scale) 1.1.3 Participant satisfaction
	1.2 Increased mix of support options and innovative approaches to provision of support in response to assessed need	1.2.1 Mix and number of provider services 1.2.2 Proportion of participants with capacity building supports
	1.3 People with disability are able and are supported to exercise choice	1.3.1 Proportion of participants, and their families and carers, who report being able to exercise choice (as measured by the NDIA outcomes framework)
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 NDIA operating expenses ratio 2.1.5 Reduction of long-term cost trends against population, price and wages growth 2.1.6 Estimated future lifetime costs of support for current clients (NPV) - including disaggregation for new and existing clients by client group
	2.2 Benefits are realised from targeted investment strategies in enhanced disability support	2.2.1 Effectiveness of early intervention in reducing estimated lifetime costs of support measured: - in the short-term through case studies which include targeted investment - in the long-term through estimated returns from this investment
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 NDIA to increase community awareness of the issues that affect people with disability.
	3.3 Effectiveness of Local Area Coordination (LAC) and other funded community capacity building	3.3.1 Number of people supported through ILC

Level B – Quarterly NDIA Performance Reporting

8. The NDIA Board will report quarterly to the DRC on aspects of operational performance that contribute directly to the achievement of outcomes for the NDIS. These requirements, and their relationship to the overarching NDIS outcomes and KPIs, are set out in Table 2 below. Also set out in Table 2 below are the requirements for quarterly reporting from the NDIA Board to the DRC under the legislation. This information will be provided at the national level, and also disaggregated to the level of individual host jurisdictions.

9. Participant outcomes will be measured using a draft outcomes framework, which is currently being piloted in the NDIS trial sites by the NDIA. Trends in indicators will be monitored, as well as comparisons between Australians without disability and people with disability in other OECD countries. In addition to the outcomes framework, individual participant goal attainment as outlined in participant plans will be measured using the Goal Attainment Scale.

Table 2: Quarterly Reporting from the NDIA Board to the 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 (as measured by the NDIA outcomes framework) 1.1.2 Proportion of participants who attain the goals outlined in their plans (as measured by the NDIA's Goal Attainment Scale) 1.1.3 Participant satisfaction, complaints, internal reviews and AAT appeals.
	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
	2.3 Projections	2.3.1 Cost of the NDIS in dollar terms and as a percentage of GDP (split by participants aged under 65 and over 65). This measure will include NDIA operating costs 2.3.2 Description of investment in research and innovation.
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 LAC	3.2.1 Number of participants and other people with disability supported by LACs 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 disability supported by ILC activities by participant characteristics 3.3.2 Descriptions of activities undertaken on ILC including dollars spent by regions and activities

Level C – NDIS Activity in Jurisdictions

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

Release of Information

12. Release of information provided under this schedule will be consistent with the information protocols to be developed between the Parties and the NDIA by June 2016.

Relationship to NDIS Evaluation Strategy

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

Schedule H

Workforce

1. The Parties agree to give effect to Clause 38 of the *Heads of Agreement between the Commonwealth and Queensland Governments on the National Disability Insurance Scheme (NDIS)*, being that the first offer of employment for the National Disability Insurance Agency (NDIA) should be to appropriately skilled Queensland Government staff working on programmes in the scope of the NDIS. This includes Queensland Government staff employed in roles which will discontinue as a result of the introduction of the NDIS.
2. The Parties agree that the appointment of an appropriately skilled workforce to the NDIA within the required timeframes is essential to the ongoing success of the NDIS. In addition, it is acknowledged that Queensland will need to retain capability during transition at the same time as the NDIA will need to build capability.
3. The Parties recognise and value the skills of Queensland Government employed staff involved in disability related programs and supports and that these skills will be a valuable contribution to the success of the NDIS.
4. The Parties are committed to working together to place affected staff, in accordance with this Schedule, into ongoing roles within the NDIA.
5. The objective of this Schedule is to ensure:
 - a. the workforce requirements of the NDIA are able to be fulfilled within the required timeframes;
 - b. the Queensland Government and affected staff have an understanding of the NDIA's workforce requirements;
 - c. the Queensland Government is able to manage the availability of staff to deliver Queensland's existing disability support related services to existing clients during the transition period; and
 - d. affected staff have clear information on the overall confined merit based assessment process of the NDIA and the employment arrangements prior to commencement with the NDIA.

Nature of Employment

6. The Commonwealth, NDIA and the Queensland Government are committed to do everything practicable to attract and employ suitably skilled affected staff to ongoing roles within the NDIA where the NDIA has a need for staff with those skills.
7. Offers of ongoing employment will be made to affected staff wherever practicable.
8. Staff selected for ongoing employment in the NDIA will be engaged under Section 72 of the *Public Service Act 1999 (the Act)*. As such, this agreement only applies to engagement into the Australian Public Service (APS) of affected staff to positions covered by the Act. Offers of temporary employment to permanent Queensland Government employees will be managed through existing NDIA arrangements (e.g. secondments) or as negotiated between the parties.

9. The APS work level standards will be used to identify the NDIA's employment level that most closely equates to the substantive level of work the affected staff is undertaking in their Queensland Government employment, at the time of engagement. Affected staff, who through the process are deemed suitable, will be offered employment at this level, where a vacancy exists. However, where no vacancies exist at that level, selected staff may choose to be considered for employment in the NDIA below that level.

10. These arrangements do not apply to senior executive positions.

Recruitment Process

11. The NDIA and Queensland Government will develop an agreed confined merit based selection process to fill roles within the NDIA by matching suitably skilled Queensland staff with vacant positions in the NDIA. The process will be voluntary for affected staff to participate in.

12. The NDIA will conduct a confined merit based assessment process which will precede any normal recruitment processes run by the NDIA in specific NDIA service locations within Queensland state boundaries. This is consistent with provisions under Clause 38 of the *Heads of Agreement between the Commonwealth and Queensland Governments on the NDIS*. Affected staff will be required to indicate their interest in employment with the NDIA, and have the suitable skills and qualifications. The NDIA agrees that a Queensland Government nominee will be on each of the assessment panels.

13. All affected staff who indicate interest in employment with the NDIA will be considered and given priority, notwithstanding that the NDIA may advertise externally at the same time to ensure the recruitment process is conducted in an efficient manner.

14. The NDIA retains the right to only offer employment to affected staff who have the skills and qualifications commensurate with its vacant positions.

15. Offers of employment to affected staff, deemed suitable through the recruitment process, will commence in accordance with the dates agreed to in the Operational Plan.

16. The three-step process for the movement of Queensland Government affected staff to the NDIA is as follows:

STEP 1 – Planning

- a. The NDIA will identify the jobs to be performed, skills/qualifications required, APS classification structure, category of employment, locations for servicing participants, and the number of staff required which will also inform the funding provisions on movement to the NDIA.
- b. The NDIA will work with the Queensland Government to conduct role evaluations against APS work level standards to identify appropriate matching of APS/Queensland Government classification levels, including capability requirements, transferrable skills and remuneration, where applicable.

STEP 2 – Selection

- a. The NDIA will provide an Employee Information Pack as part of the recruitment process to outline the nature of employment on offer and will conduct a confined merit based assessment process to select Queensland Government affected staff that are suitable, meet the NDIA's requirements and are willing to move to the APS.
- b. Expressions of interest for the roles will be developed and include position descriptions and employment terms.
- c. The NDIA will provide the Queensland Government with the advertisements for the roles and these will be circulated to affected staff of the Queensland Government. The confined merit based assessment process will be open to affected staff interested in the advertised position. Applications from staff who currently work in the specific advertised NDIA service location will be given first preference for consideration for engagement. As part of that process and where this first step does not result in the vacancy being filled, Queensland Government affected staff outside the initial service location will then be considered for the vacancy via a confined merit based assessment process. Note that these will be a concurrent action as part of the recruitment process.
- d. Applications by interested staff will be made direct to the NDIA through its recruitment portal.
- e. The NDIA will establish a recruitment panel, including a nominee from the Queensland Government, to assess applications, conduct a confined merit based assessment process and make recommendations for appointment consistent with the usual recruitment practices in the Commonwealth.
- f. The NDIA will provide the Queensland Government with the names of staff found suitable from the selection process.
- g. The NDIA will undertake the applicable pre-employment checks.

STEP 3 - Engagement of Selected Staff

- a. The NDIA will finalise the listing of selected staff and communication will be sent to the Queensland Government advising of those staff who have received offers of employment and accepted those offers. Date of engagement is agreed between the Parties.
- b. The NDIA will provide a final listing of names, classifications, roles and salaries of selected staff to the Australian Public Service Commission (APSC) to formalise the engagement under section 72 of the *Public Service Act 1999*.
- c. The Commissioner will consider the request and sign a determination to engage selected staff as NDIA (Commonwealth) employees.

Security Clearance

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

Transition Process

19. An agreed schedule to transition selected staff to the NDIA will be developed with the Queensland Government with the aim of minimising any disruption to ongoing service delivery of Queensland Government services.

Continuity of Service

20. For all staff who are engaged under Section 72 of the *Public Service Act 1999*, continuity of service and recognition of prior service will be recognised for annual leave and long service leave.
21. The period of employment of selected staff with the Queensland Government (including recognised prior service) will not be counted as service for the application of redundancy benefits in accordance with the current FaHCSIA Enterprise Agreement.

Probation

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

Terms of Employment

23. Selected staff will be offered terms and conditions of employment as provided in the current FaHCSIA Enterprise Agreement (whilst it applies to employment in the NDIA), or its successor.
24. The terms and conditions of employment of selected staff will be the FaHCSIA Enterprise Agreement as it has effect under Schedule 1 of the *National Disability Insurance Scheme Act 2013 (NDIS Act)*.

Leave Entitlements

25. In addition to the terms and conditions as provided in the FaHCSIA Enterprise Agreement, arrangements to allow the recognition of certain leave entitlements as outlined below will apply.
26. These arrangements will be subject to funding associated with Queensland Government recognised entitlements (annual and long service leave) being transferred with the selected staff.

Annual Leave

27. Selected staff may elect to have their existing annual leave entitlement paid out by the Queensland Government or have their existing accrual transferred to the NDIA.
28. If selected staff do not have their existing annual leave entitlement paid out, the Queensland Government will transfer any existing annual leave accrual and associated funding to the NDIA.

Long Service Leave

29. Selected staff with at least 10 years continuous service may elect to have cash equivalent of their existing long service leave paid out by the Queensland Government or have their existing accrual and associated funding transferred to the NDIA.

30. Selected staff without a cash equivalent of long service leave will have their period of service with the Queensland Government recognised for the purposes of long service leave entitlements for the NDIA and the Queensland Government will transfer associated funding to the NDIA.

Personal Leave

31. Personal leave balances will not be transferred to the NDIA.

Superannuation

32. The NDIA will make compulsory employer contributions as required by the applicable legislation and fund requirements.

33. The current default superannuation fund in the NDIA is the Public Sector Superannuation Accumulation Plan (PSSap). The NDIA will provide employer superannuation to members of the PSSap of no less than 15.4% of an employee's fortnightly contribution salary.

34. Where selected staff elect to continue their membership in the QSuper superannuation scheme, the Commonwealth, NDIA and the Queensland Government agree to take all reasonable steps to enable these staff to continue membership of QSuper, including matching superannuation contributions to the PSSap.

35. Any additional superannuation options will be dependent on the rules of the employee's current scheme and any other legislative or fund requirements.

Communications

36. The Parties agree to a collaborative and cooperative approach between the NDIA and Queensland Government consistent with the aims of this Agreement.

37. Regular consultation will occur with local nominees of the Queensland Government on recruitment activities and opportunities throughout the transition period.

Union Rights and Responsibility in the Workplace

38. Union rights and responsibilities in the workplace (including right of entry provisions and consultation on change) are recognised through the provisions of the *Fair Work Act 2009* (Cth) and industrial instruments that cover affected staff.

Definitions

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

- Affected staff or affected employee means a permanent employee of the Queensland Government working on programs and services in the scope of the NDIS including Queensland Government staff working in roles which will discontinue as a result of the introduction of the NDIS.
- Selected staff or selected employee means an affected Queensland Government staff or employee who was deemed suitable to be engaged by the NDIA through a merit based assessment process.
- Ongoing roles or ongoing employment means permanent roles or permanent employment.
- Personal leave means sick leave entitlements in the context of Queensland public sector employees.

- Merit-based assessment process means:
 - An assessment of:
 - The extent to which the person has abilities, aptitude, skills, qualifications, knowledge, experience and personal qualities relevant to perform the relevant duties; and
 - The way in which the person has carried out previous employment.
 - A person is suitable if the person can meet the requirements of the role to a satisfactory level, given a reasonable period of training and on-the-job experience; and
 - If more people are assessed as suitable than the number of roles available, then an assessment based upon the relative merit between these people will be made.
- Confined merit based assessment means that the merit based suitability assessment will only be open to affected Queensland Government staff who express interest in the advertised position.
- Category of employment refers to the status of the affected employee being ongoing or non-ongoing.
- Nature of employment refers to the engagement of staff under Section 72 of the *Public Service Act 1999*.

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) and other service systems during the transition to the full NDIS in Queensland.
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</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. Transport¹;
 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 54-56) 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.

¹ Consistent with the Applied Principle that the NDIS will be responsible for reasonable and necessary costs associated with the use of taxis and other private transport options for those not able to travel independently, the Queensland Government will not provide a taxi subsidy to NDIS participants.

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.

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| 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

<i>REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
<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).

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.

INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — MENTAL HEALTH

<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

REASONABLE AND NECESSARY NDIS SUPPORTS FOR ELIGIBLE PEOPLE	OTHER PARTIES
<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.

<i>INDICATIVE ROLE OF THE NDIS AND OTHER PARTIES — EARLY CHILDHOOD DEVELOPMENT</i>	
<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.

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

<i>NDIS REASONABLE AND NECESSARY SUPPORTS FOR ELIGIBLE PEOPLE</i>	<i>OTHER PARTIES</i>
SUPPORTS FOR PEOPLE IN CONTACT WITH THE CRIMINAL JUSTICE SYSTEM CURRENTLY LIVING IN THE COMMUNITY (INCLUDING PEOPLE ON BAIL, PAROLE AND NON-CUSTODIAL ORDERS)	
<ul style="list-style-type: none"> – 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. 	<ul style="list-style-type: none"> – 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)	
<ul style="list-style-type: none"> – Coordination of NDIS supports with the supports offered by the justice and other service systems. 	<ul style="list-style-type: none"> – 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

	people in custodial settings, as part of the reintegration process and to reduce recidivism, including general education services and self-regulation.
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SUPPORTS FOR PARTICIPANTS RESIDING AT YOUTH TRAINING CENTRES (ALSO KNOWN AS YOUTH JUSTICE CENTRES OR YOUTH DETENTION CENTRES)

- | | |
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| <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). |
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11. AGED CARE

APPLIED PRINCIPLES — AGED CARE

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

Schedule J

Memorandum of Understanding – Queensland early transition of the National Disability Insurance Scheme in Townsville, Charters Towers and Palm Island

1. This document is to be read in conjunction with:
 - a. *The Heads of Agreement between the Commonwealth and Queensland on the National Disability Insurance Scheme (NDIS).*

Parties

2. The Commonwealth of Australia (the Commonwealth) as represented by the Hon Christian Porter MP, Minister for Social Services.
3. The State of Queensland (Queensland) as represented by the Hon Coralee O'Rourke MP, Minister for Disability Services, Minister for Seniors and Minister Assisting the Premier on North Queensland.

Preliminaries

4. Queensland and the Commonwealth agree to the early transition of the National Disability Insurance Scheme (NDIS) for children and young people in the Townsville City Local Government Area and Charters Towers Regional Council Local Government Area, and all eligible participants from Palm Island Aboriginal Shire Local Government Area, up to a total of 600 participants by 30 June 2016.

NDIS in Queensland

5. In the *Heads of Agreement between the Commonwealth and the Queensland Governments on the NDIS* (the Heads of Agreement) Queensland and the Commonwealth committed to transition to the full coverage of the NDIS in Queensland between 1 July 2016 to 30 June 2019.
6. To meet this timeframe, Queensland and the Commonwealth are negotiating a bilateral agreement as soon as possible for transition to the NDIS, and an Operational Plan for this transition period.

Understanding of the Parties

7. The Commonwealth and Queensland commit to work together to develop and implement an early transition of the NDIS in Queensland commencing in 2015-16.
8. Planning activity will involve, but not be limited to Local Area Coordinators (LACs) working with potential participants, providers and local communities before participants enter the NDIS and facilitating access to informal community resources and mainstream services, preparing participants to be ready to commence planning activities.
9. The early transition will target eligible children and young people (less than 18 years of age) from Townsville and Charters Towers; and all eligible participants from Palm Island.

10. The locations for the early transition are defined by the Local Government areas for Townsville City Local Government Area, Charters Towers Regional Council Local Government Area and Palm Island Aboriginal Shire Local Government Area (early transition sites).
11. Queensland will undertake readiness planning and preparations with the NDIA so that up to 1,600 potential participants from these areas can be invited to commence planning activities from January 2016:
 - a. between April and June 2016 up to 600 eligible people from the group of 1,600 potential participants will have plans approved so that they can commence accessing NDIS reasonable and necessary supports; and
 - b. the remaining eligible population of up to 1000 eligible participants in Townsville, Charters Towers and Palm Island will commence transition to the NDIS from 1 July 2016, as part of the commencement of the state-wide transition to full scheme in Queensland.
12. The detailed mix of new people and existing Queensland clients and the associated cost is provided in **Attachment A**.
13. The total funding for the early transition will be \$4.1 million which covers three months of support package costs for the up to 600 eligible participants, the administrative costs of the NDIA and the provision of Information, Linkages and Capacity Building supports (ILC).
14. Risk sharing for the early transition will be consistent with the Heads of Agreement between the Commonwealth and Queensland on the NDIS; financial arrangements for early transition will be consistent with the agreement between Commonwealth and the Queensland senior officials on the NDIS funding mechanism in transition. Further details are provided in Attachment A.
15. Based on the preliminary modelling:
 - a. Queensland will commit up to \$1.6 million in 2015-16 as cash contribution for the costs of the early transition including reasonable and necessary supports for eligible participants; and
 - b. the Commonwealth will commit to contribute \$2.5 million in 2015-16 funding to contribute to the costs of reasonable and necessary supports for eligible participants, and meet the administrative costs of the NDIA and the implementation of ILC, including Local Area Coordination.
16. Queensland will make suitable office facilities available in Charters Towers and Palm Island from November 2015 to the end of June 2016, as an additional contribution to the early transition to the NDIS, for the NDIA to establish a presence to support the launch in Charters Towers and Palm Island areas from November 2015, noting the NDIA has already established a presence in Townsville.
17. Queensland and the NDIA will work closely with local communities, regional councils, particularly the Palm Island Aboriginal Shire Local Government, Aboriginal and Torres Strait Islander elders groups, as well as government agencies to plan and prepare for the early transition.

18. The NDIA and Queensland will put in place Local Area Coordinators from November 2015 to work with participants to prepare for the early transition. From November 2015 to the end of January 2016, Queensland will fund staff, who may be seconded to the NDIA, to perform the Local Area Coordination role. The NDIA will provide training, management and ICT support for these LAC staff. From February 2016 the NDIA will be funded to perform the LAC role.
19. It is acknowledged that Queensland will need to retain capability during transition to ensure business continuity, at the same time as the NDIA will need to build capability.
20. Existing state, territory and Commonwealth quality and safeguarding systems will apply during the early transition.
21. The implementation of this Memorandum of Understanding will be part of the overall Queensland transition arrangements being worked through between Queensland and Commonwealth officials as part of the Bilateral Agreement negotiations. Commonwealth financial contributions for this early transition will reduce funding available for transition by an equivalent amount.

Participant phasing and funding arrangements to support the Queensland early transition of the NDIS in Townsville, Charters Towers and Palm Island

1. This document is to be read in conjunction with:

- a. *The Heads of Agreement between the Commonwealth and Queensland on the National Disability Insurance Scheme (NDIS).*

Participant Arrangements

2. The NDIA and Queensland will put in place Local Area Coordinators from November 2015 to work with participants to prepare for the early transition.
3. Between April and June 2016 up to 600 eligible people will commence transition to the NDIS.
4. The remaining eligible population up to 1000 people in the early transition sites of Townsville, Charters Towers and Palm Island will commence transition to the NDIS from 1 July 2016, as part of the commencement of the state-wide transition to full scheme in Queensland.

The estimated participant intake is outlined at Table 1:

Table 1: Estimated Participant Intake (end period)

Client Cohort	April 2016	May 2016	June 2016	Total
Children (0-14)	70	140	211	421
Children (15-17)	25	49	73	147
Adults (18-64)	5	11	16	32
Total Intake	100	200	300	600
Cumulative Intake	100	300	600	

5. The Parties agree that pursuant to the above participant intake schedule:

- a. up to 300 eligible people will commence transition to the NDIS from existing Queensland disability services; and
- b. up to 300 new and other eligible people will commence transition to the NDIS during the early transition.

6. The Parties agree to provide appropriate available data to the NDIA prior to the commencement of transition, to support the transfer of clients to the NDIS and consistent with arrangements in the bilateral agreement on transition to full scheme in Queensland.

Financial Arrangements

7. Queensland will contribute 59.4 per cent of agreed package costs.
8. The financial arrangements for the early transition will be consistent with the agreement between Commonwealth and the Queensland senior officials on the NDIS funding mechanism in transition.
9. The agreed average unit cost is outlined at Table 2 below:

Table 2: Agreed unit costs for early transition for existing and new cohorts

Client Cohort	0-17	18-64
All Participants	\$19,065	\$38,042

10. The average unit costs in Table 2 will apply for the period of early transition only. The average unit costs to apply during the period of state-wide transition commencing 1 July 2016 will be negotiated separately.
11. The expected contribution to package costs and other associated costs from both parties is outlined at Table 3, with the overall Queensland package contribution capped.

Table 3: Estimated funding contribution (2015-16)

	Queensland	Commonwealth	Total
Scheme Package Costs	\$0.7	\$0.5	\$1.2
NDIA Operating and Other funding ¹	-	\$2.0	\$2.0
Queensland Project Management	\$0.6	-	\$0.6
Provider and Participant readiness funding	\$0.3	-	\$0.3
Total	\$1.6	\$2.5	\$4.1

¹Includes funding for Information Linkage and Capacity Building and the National Disability Advocacy Programme.

12. The Parties will separately agree the method of calculating invoices to enable the provision of the required contribution by each party as outlined in Table 3.

Intergovernmental Payments

13. The Parties agree that the intergovernmental payments currently provided by the Commonwealth to Queensland for the purpose of providing disability services to individuals in the early transition sites should be paid to the NDIA on behalf of the Commonwealth by Queensland.
14. For the purpose of early transition sites, intergovernmental payments relate to the National Disability Specific Purpose Payment (NDSPP) and the transition of existing clients from Queensland specialist disability services.
15. The agreed unit cost contribution for the NDSPP is outlined at Table 4:

Table 4: 2015-16 per client, annualised repayment of the NDSPP

	NDSPP
Existing Queensland clients	\$2,708

16. The estimated repayment of the NDSPP is outlined at Table 5:

Table 5: Estimated Repayment of Intergovernmental Payments for participants

	2015-16 (m)
NDSPP	\$0.08

Cash and In-Kind Contributions

17. The estimated Commonwealth cash and in-kind contribution for package costs is outlined at Table 6:

Table 6: Commonwealth cash and in-kind contributions for package costs

	2015-16 (\$m)
In-kind: Hearing Services Programme	..
In-kind: Personal Helpers and Mentors Programme	0.01
In-kind: Continence Aids Payment Scheme	..
Total Commonwealth In-kind Contribution	0.01
Cash	0.38
Cash - Repayment of Intergovernmental Payments via Queensland	0.08
Total Commonwealth Cash Contribution	0.46
Total Commonwealth Contribution	0.48

Note: Discrepancies in totals are due to rounding.
.. = less than \$5,000

18. Queensland will not provide any in-kind contribution in 2015-16.

19. Queensland will make suitable office facilities available in Charters Towers and Palm Island from November 2015 to the end of June 2016. Refer to clause 13 in the Memorandum of Understanding for additional information.

Schedule K

Cross-billing and Budget Neutrality Arrangements in Queensland: 2013-14 to 2015-16

Purpose

1. The Parties agree that the roles and responsibilities outlined in Schedule F of the National Health Reform Agreement will be maintained. The Commonwealth will continue to have financial responsibility for aged care and specialist disability services for older people aged 65 years and over (and Aboriginal and Torres Strait Islander Australians aged 50 years and over). In addition, the Commonwealth will progressively take over service delivery responsibility for specialist disability services for older people as the NDIS continues to rollout.
2. Queensland will continue to have financial responsibility for disability and aged care services for younger people aged under 65 years (Aboriginal and Torres Strait Islander Australians aged under 50), until such time as those people become eligible for 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 not eligible for the NDIS.
3. The change in roles and responsibilities will be made cost neutral over this period through a Budget Neutral Adjustment. This Budget Neutral Adjustment will be fixed at the 2013-14 level and grown through time.
4. This schedule covers the cross-billing and budget neutrality arrangements for 2013-14, 2014-15 and 2015-16 financial years.
5. Cross-billing and budget neutrality for 2011-12 and 2012-13 were covered in the National Partnership Agreement on Transitioning Responsibilities for Aged Care and Disability Services. Arrangements for cross-billing and the Budget Neutral Adjustment for 2016-17 are incorporated in Schedule C: Cross-billing and Budget Neutrality Arrangements in Queensland.

Cross-billing

Younger people in Residential Aged Care and Home Care Packages

6. Queensland agrees to pay the Commonwealth for the estimated costs of younger people aged under 65 (Aboriginal and Torres Strait Islander Australians aged under 50 years) in Residential Aged Care and Home Care Packages, for the period 2013-14 to 2015-16.
7. The estimated cost in each year of this schedule will be calculated by multiplying the number of younger people in Residential Aged Care and Home Care Packages by the average unit cost, with the average unit cost for the 2013-14 financial year calculated by dividing the total costs in that year, by the number of people in care on 30 June 2014. The average unit cost is then grown by 3.5 per cent annum.
8. The agreed unit costs for cross-billing are outlined at Table 1:

Table 1: Cross-billing unit costs

Cohort	2013-14	2014-15	2015-16
Younger people in Residential Aged Care	\$65,071	\$67,348	\$69,706
Younger people in Home Care Packages	\$27,427	\$28,387	\$29,380

9. The estimated number of people subject to cross-billing arrangements is outlined at Table 2:

Table 2: Cross-billing population (as at 30 June)

Cohort	2013-14	2014-15	2015-16
Younger people in Residential Aged Care	1,117	1,117	1,117
Younger people in Home Care Packages	343	343	343

10. The estimated cross-billing contributions are outlined at Table 3 as the product of multiplying Tables 1 and 2:

Table 3: Total cross-billing contributions

Cohort	2013-14 (\$m)	2014-15 (\$m)	2015-16 (\$m)
Younger people in Residential Aged Care	\$72.7	\$75.2	\$77.9
Younger people in Home Care Packages	\$9.4	\$9.7	\$10.1

Older people in Queensland specialist disability services

11. The Commonwealth agrees to pay Queensland for the cost of delivering specialist disability services to older people (aged 65 years and over, or Aboriginal and Torres Strait Islander Australians aged over 50), for the period 2013-14 to 2015-16, less:

- a. the estimated amount of funding provided to Queensland through the National Disability Specific Purpose Payment (SPP) for older people in Queensland specialist disability services; and
- b. the estimated amount of funding provided to Queensland through the *National Partnership Agreement on Pay Equity for the Social and Community Services Sector (SACS)* for older people in Queensland specialist disability services, subject to the extension of the current National Partnership Agreement which is due to expire on 30 June 2016.

12. The estimated cross-billing contributions are outlined at Table 4:

Table 4: Total cross-billing contributions

Cohort	2013-14 (\$m)	2014-15 (\$m)	2015-16 (\$m)
Older people in specialist disability services (aged 65 and over)	\$32.2	\$33.3	\$34.5
Older people in specialist disability services (Aboriginal and Torres Strait Islander Australians aged 50 – 64)	\$6.0	\$6.2	\$6.4

13. As per Clause 11, the cross-billing contributions for specialist disability services to older people is in addition to funding provided to Queensland for older people through the National Disability SPP, and the National Partnership Agreement on SACS. The funding for older people in these agreements is outlined at Table 5.

Table 5: Funding for older people in the National Disability SPP and the National Partnership Agreement for SACS

Cohort	2013-14 (\$m)	2014-15 (\$m)	2015-16 (\$m)
National Disability SPP - Older people in specialist disability services (aged 65 and over)	\$9.9	\$10.6	\$11.2
National Disability SPP - Older people in specialist disability services (Aboriginal and Torres Strait Islander Australians aged 50-64)	\$0.80	\$0.83	\$0.86
National Partnership Agreement for SACS - Older people in specialist disability services (aged 65 and over)	\$1.7	\$2.1	\$2.6
National Partnership Agreement for SACS - Older people in specialist disability services (Aboriginal and Torres Strait Islander Australians aged 50-64)	\$0.14	\$0.17	\$0.20

Budget Neutral Adjustment

14. The Parties agree that the Budget Neutral Adjustment is calculated in 2013-14 to offset the additional cost to the Commonwealth of net additional financial responsibilities taken on as part of the National Health Reform Agreement (i.e. the additional cost to the Commonwealth of Home and Community Care for older people, and the cost of specialist disability services for older people, less the costs of responsibilities transferred to Queensland for younger people in aged care).

15. The Parties agree that from 2013-14, the Budget Neutral Adjustment is fixed at the 2013-14 amount and grown at 3.5 per cent per annum. The arrangements for the Budget Neutral Adjustment for 2016-17 and beyond are detailed in Schedule C: Cross-billing and Budget Neutrality Arrangements in Queensland.

Table 6: Budget Neutral Adjustment to the Commonwealth:

Amounts	2013-14 (\$m)
Younger people in Residential Aged Care	\$72.7
Younger people in Home Care Packages	\$9.4
Older people in specialist disability services (aged 65 years and over)	-\$32.2
Older people in specialist disability services (Aboriginal and Torres Strait Islander Australians aged 50 – 64)	-\$6.0
Additional cost to the Commonwealth for HACC	-\$48.3
Budget Neutral Adjustment	\$4.4

Payment Arrangements

16. With respect to the 2013-14 costs, Queensland will pay the Commonwealth the balance of all payments in a single payment of \$48.3 million by 30 April 2016.
17. With respect to the 2014-15 costs, Queensland will pay the Commonwealth the balance of all payments in a single payment of \$50.0 million by 31 May 2016.
18. With respect to the 2015-16 costs, Queensland will pay the Commonwealth the balance of all payments in a single payment of \$51.7 million by 30 June 2016.

Table 7: Calculation of net payments for 2013-14, 2014-15 and 2015-16:

Amounts	2013-14 (\$m)	2014-15 (\$m)	2015-16 (\$m)
Younger people in Residential Aged Care	\$72.7	\$75.2	\$77.9
Younger people in Home Care Packages	\$9.4	\$9.7	\$10.1
Older people in specialist disability services (aged 65 and over)	-\$32.2	-\$33.3	-\$34.5
Older People in Specialist Disability Services (Aboriginal and Torres Strait Islander Australians aged 50 – 64)	-\$6.0	-\$6.2	-\$6.4
Budget Neutral Adjustment	\$4.4	\$4.5	\$4.7
Total payment from Queensland to Commonwealth	\$48.3	\$50.0	\$51.7

Expiry of the Schedule

19. This schedule will expire on 30 June 2016.