

NATIONAL PARTNERSHIP AGREEMENT ON TRANSITIONING RESPONSIBILITIES FOR AGED CARE AND DISABILITY SERVICES

Council of
Australian
Governments

An agreement between

- n the Commonwealth of Australia and
- n the States and Territories, being:
 - t The State of New South Wales
 - t The State of Queensland
 - t The State of South Australia
 - t The State of Tasmania
 - t The Australian Capital Territory
 - t The Northern Territory of Australia

This Agreement will contribute to improved client services in community aged care and disability services by enabling the creation of integrated and coordinated care systems that are easier for clients to access and navigate, and respond more flexibly to clients' changing care needs.

National Partnership Agreement on Transitioning Responsibilities for Aged Care and Disability Services

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership Agreement is created subject to the provisions of the [Intergovernmental Agreement \(IGA\) on Federal Financial Relations](#) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA.
2. In entering this Agreement, the Commonwealth and the States and Territories (the States) recognise that they have a mutual interest in the delivery of care and support for frail older people and people with a disability and recognise the need to work together to achieve agreed outcomes for these groups.
3. This Agreement, in accordance with the decision by the Council of Australian Governments (COAG) through the National Health Reform Agreement, will contribute to the Commonwealth assuming funding and policy responsibility for all aged care services for non-Indigenous people aged 65 years and over and Aboriginal and Torres Strait Islander people aged 50 years and over from 1 July 2011. States will assume funding and program responsibility for Basic Community Care Services for people under these ages in line with their principal responsibility for delivery of other disability services under the National Disability Agreement.
4. This Agreement is created subject to the National Health Reform Agreement and should be read in conjunction with that Agreement and its schedules.
5. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships and any relevant intergovernmental agreements agreed by the Parties. In particular, the Parties are committed to addressing the issue of social inclusion; including responding to Indigenous disadvantage (for example, the reform commitments provided in the [National Indigenous Reform Agreement](#)) and those commitments are embodied in the objectives and outcomes of this Agreement.
6. Consistent with Schedule F to the National Health Reform Agreement, the Commonwealth and the States have agreed new roles and responsibilities which are reflected in this Agreement. Consistent with the National Health Reform Agreement, payments under the National

Disability Specific Purpose Payment (SPP) will be adjusted to ensure that no party is financially advantaged or disadvantaged between 1 July 2011 and 30 June 2014 due to the agreed changes in roles and responsibilities. The adjustment to the National Disability SPP will balance the following payment flows:

- (a) additional funding responsibilities arising from the agreed age distribution for the Commonwealth or a State for basic community care services to its recognised age cohort;
 - (b) payments made by the Commonwealth for specialist disability services delivered to Older People;
 - (c) payments made by the States for Community Packaged Care delivered to Younger People; and
 - (d) payments made by the States for Residential Care delivered to Younger People.
7. This Agreement includes Schedules that further outline the arrangements between the Commonwealth and the States in relation to responsibilities for aged care and disability services. At the time of signing this Agreement:
- (a) Schedule A will support the ongoing delivery of Basic Community Care Services in 2011-12, taking into account the changes in funding responsibilities agreed by COAG. It also contributes to the transition to the Commonwealth of operational responsibility for Basic Community Care Services for non-Indigenous people aged 65 years and over and Aboriginal and Torres Strait Islander people aged 50 years and over from 1 July 2012; and
 - (b) Schedule B sets out cross-billing arrangements for 2011-12 to ensure that each level of government funds the provision of services to the client group for which it is responsible. These arrangements will be between governments and will have little or no direct impact on service providers and clients.
8. This Agreement will ensure that all veterans and war widows/widowers, as members of the wider community, are able to continue to access Basic Community Care Services in 2011-12.

PART 1 – FORMALITIES

Parties to this Agreement

9. This Agreement is between the Commonwealth of Australia (the “Commonwealth”) and:
- (a) New South Wales;
 - (b) Queensland;
 - (c) South Australia;
 - (d) Tasmania;
 - (e) the Australian Capital Territory; and
 - (f) the Northern Territory.

Term of the Agreement

10. This Agreement will commence, in respect to each State when the Commonwealth and that State have signed the Agreement, and will expire on 30 June 2014, or upon completion of all requirements set out in the Agreement, including the acceptance of final performance reporting and processing of final payments, whichever is the later.
11. The relevant Review Agreement for each State is terminated when that State becomes a party to this Agreement. Termination of the Review Agreement does not extinguish the following uncompleted activities under the provisions of the Review Agreement, which shall be completed in respect to the 2010-11 financial year or preceding years, as required:
 - (a) the provision of data for the HACC Minimum Dataset;
 - (b) Annual Project Update; and
 - (c) HACC Business Reports.

Enforceability of the Agreement

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

Delegations

13. The relevant Commonwealth Minister with portfolio responsibility for aged care is authorised to agree to Schedules to this Agreement and to agree any amendments to Schedules on behalf of the Commonwealth.
14. The relevant Commonwealth Minister is authorised to certify that payments may be made to the States and Territories as specified in this Agreement.
15. State Ministers identified as having responsibility for the Agreement, through their State's respective administrative arrangements, are authorised to agree Schedules to this Agreement. The respective Minister is also authorised to agree any amendments to Schedules on behalf of their State.

Interpretation

16. For the purposes of this Agreement:
 - (a) Agreement means this National Partnership Agreement on Transitioning Responsibilities for Aged Care and Disability Services and its Schedules, including any Schedules added to the Agreement;
 - (b) Annual Plan means the plan of that name for a particular financial year described in the Program Management Manual;
 - (c) Annual Project Update means the Service Provider information document as described in the Program Management Manual;

- (d) Budget Neutrality means the process through which adjustments will be made to the National Disability Specific Purpose Payment to ensure that no party will be financially disadvantaged in 2011-12, 2012-13 and 2013-14 as a result of the reforms outlined in this Agreement;
- (e) Basic Community Care Services means those services and activities provided under the previous HACC Program up until 30 June 2011;
- (f) Business Report means the report of that name detailing annual performance reporting requirements provided by the State to the Commonwealth described in the Program Management Manual;
- (g) Carer means a person who provides unpaid care to a person in the Target Population, and does not exclude people who are in receipt of a Commonwealth benefit;
- (h) Community Care Common Standards means the standards that have been jointly developed and agreed to by the Commonwealth Government and State and Territory Governments to assess the HACC Program, Community Aged Care Packages (CACP), Extended Aged Care at Home (EACH), Extended Aged Care at Home Dementia (EACHD) and the National Respite for Carers Program. The Community Care Common Standards came into effect from 1 March 2011 and are fully described in the Community Care Common Standards Guide October 2010;
- (i) Community Packaged Care means packages of community aged care services provided under the *Aged Care Act 1997*, and includes Community Aged Care Package (CACP), the Extended Aged Care at Home (EACH) and Extended Aged Care at Home Dementia (EACHD);
- (j) HACC means home and community care;
- (k) HACC Minimum Data Set (MDS) means a set of nationally agreed data items that are collected by all HACC funded organisations and Service Providers about their clients;
- (l) Notional Costs are the estimated costs of delivering services to the different age cohorts determined by Treasury modelling for the different payment streams agreed in the lead up to the 2011-12 Budget;
- (m) Older People means non-Indigenous people aged 65 years and over and Aboriginal and Torres Strait Islander people aged 50 years and over;
- (n) Program Management Manual means a document, agreed between the Commonwealth and the States, as varied from time to time, that is used by both the Commonwealth and the States and outlines the agreed administrative procedures for the operation and management of Basic Community Care Services for 2011-12;
- (o) Real Growth Funding means the funding for new or expanded Basic Community Care Services in addition to base funding and indexation to be disbursed by the States through Funding Packages;
- (p) Residential Care is personal and/or nursing care that is provided to a person in a residential facility in which the person is also provided with accommodation that includes appropriate staffing to meet the nursing and personal care needs of the person, and meals and cleaning services, and furnishing, furniture and equipment for the provision of that care and accommodation;

- (q) Review Agreement means the agreement between the Commonwealth and each of the States separately with effect from 1 July 2007 and dated 21 May 2007 in relation to managing the HACC Program and named the "REVIEW AGREEMENT in relation to the provision of financial assistance by Commonwealth of Australia to [the State of New South Wales / the State of Queensland / the State of South Australia / the State of Tasmania / the State of Western Australia / the State of Victoria / the Australian Capital Territory / the Northern Territory of Australia] for The Home and Community Care Program 2007";
- (r) Service Provider means a provider of Basic Community Care Services;
- (s) Specialist Disability Services means services, except for disability employment services, delivered by the States in accordance with their roles and responsibilities under the National Disability Agreement;
- (t) Target Population means people in the Australian community with moderate, severe or profound disability who without Basic Community Care Services would be at risk of premature or inappropriate admission into long term Residential Care;
- (u) Work Plan means a living instrument, developed and agreed between the Commonwealth and the States, multilaterally and/or bilaterally, dealing with collaborative planning, principles, protocols and other interface matters arising from the transition of roles and responsibilities for aged care and disability services and that are within the scope of this Agreement; and
- (v) Younger People means non-Indigenous people aged under 65 years and Aboriginal and Torres Strait Islander people aged under 50 years.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

17. The objective of this Agreement is to ensure that the Basic Community Care Services previously delivered through the HACC Program continue to be provided during 2011-12 while implementing the changes to roles and responsibilities for aged care and disability services agreed by COAG including supporting the transition of the HACC program.
18. The Parties aspire to improve client services in community aged care and disability services by enabling the creation of integrated and coordinated care systems that are easier for clients to access and navigate, and respond more flexibly to clients' changing care needs.

Outcomes

19. This Agreement will facilitate achievement of the following outcomes:
 - (a) both Younger People and Older People continue to have access to Basic Community Care Services provided by a mix of local government, State agency and non-government providers, in 2011-12;
 - (b) access arrangements will remain unchanged for Older People accessing Specialist Disability Services and Younger People accessing Community Packaged Care and Residential Care, as currently; and

- (c) having the necessary arrangements in place to enable Parties meet their responsibilities as set out under the Agreement by 1 July 2012.

Outputs

- 20. The objectives and outcomes of this Agreement will be achieved by:
 - (a) Basic Community Care Services continuing to be provided in 2011-12;
 - (b) the Commonwealth and the States working in partnership to establish ongoing funding and program arrangements, including through developing and implementing an agreed Work Plan with principles and protocols to implement the changes to roles and responsibilities for aged care and disability services as set out in this Agreement; and
 - (c) bilaterally agreeing processes for reconciliation from 1 July 2012 for:
 - 1 State funding of Community Packaged Care and Residential Care services to Younger People, and Commonwealth funding of Specialist Disability Services to Older People; and
 - 2 the additional cost to the Commonwealth or States as a result of the reforms to the provision of Basic Community Care Services outlined in this agreement.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

- 21. To realise the objectives and commitments in this Agreement, each Party has specific roles and responsibilities, as outlined below and in any relevant Schedules.
- 22. The Parties agree to undertake their roles and responsibilities under this Agreement in accordance with the following principles:
 - (a) the Commonwealth and the States are committed to appropriate needs-based care for people accessing assistance from the aged care and disability systems;
 - (b) the Commonwealth and the States are committed to minimal disruption to business and administrative arrangements for clients, and where possible clients will continue to receive care from their current providers;
 - (c) the Commonwealth will not alter substantially service delivery mechanisms for Basic Community Care Services before 1 July 2015;
 - (d) the Commonwealth and the States are committed to minimal disruption for providers and to minimise any required increase in the regulatory burden for providers; and
 - (e) the Commonwealth and the States agree to ensure arrangements for culturally and age appropriate services for Aboriginal and Torres Strait Islander people.

Role of the Commonwealth

- 23. The Commonwealth agrees to be accountable for the following roles and responsibilities:

- (a) regulating Community Packaged Care and Residential Care delivered under Commonwealth aged care programs, as currently;
- (b) funding Community Packaged Care and Residential Care delivered under Commonwealth aged care programs for Older People, as currently;
- (c) funding the delivery of Basic Community Care Services for Older People;
- (d) funding Specialist Disability Services for Older People delivered by the States in accordance with their roles and responsibilities under the National Disability Agreement;
- (e) in consultation with the States, determining the adjustment to achieve the budget neutral transfer of roles and responsibilities outlined in this Agreement; and
- (f) supporting the continued provision of basic home care services to veterans and war widow/widowers in 2011-12 including through the Veterans' Home Care program administered by the Department of Veterans' Affairs.

Role of the States and Territories

24. The States agree to be accountable for the following roles and responsibilities:

- (a) regulating Specialist Disability Services, as currently;
- (b) administering and regulating Basic Community Care Services, including on behalf of the Commonwealth in 2011-12;
- (c) funding Basic Community Care Services for Younger People;
- (d) funding Community Packaged Care and Residential Care delivered under Commonwealth aged care programs for Younger People;
- (e) ensuring that veterans and war widows/widowers continue to have access to the full range of Basic Community Care Services, in 2011-12, on the same basis as any other member of the community, except where veterans are already receiving a Department of Veterans' Affairs Veterans' Home Care service where the tasks currently performed as part of that service are the same tasks they are seeking; and
- (f) ensuring that HACC Service Providers understand their responsibility to provide veteran and war widow/widower access to Basic Community Care Services in 2011-12.

Shared roles and responsibilities

25. The Commonwealth and the States share the following roles and responsibilities:

- (a) ensuring that Basic Community Care Services are provided to the Target Population within available resources in 2011-12;
- (b) providing continuity of care across health services, aged care and disability services to ensure smooth client transitions;
- (c) ensuring that for Basic Community Care Services, Community Packaged Care, Residential Care and Specialist Disability Services, Aboriginal and Torres Strait Islander clients aged 50 to

64 years are able to receive services from an appropriate provider under programs of either level of government. This will ensure that there will be no 'wrong door' for Aboriginal and Torres Strait Islander People with a functional limitation aged 50 years to 64 seeking community or Residential Care services. Where these services are provided to an Aboriginal and Torres Strait Islander person 50 years or older under a program funded by a State, the Commonwealth will meet the cost of the service;

(d) developing, by 31 May 2012, a new Schedule that sets out the process for State government funding of Community Packaged Care and Residential Care for Younger People, and Commonwealth funding of Specialist Disability Services for Older People to replace Schedule B;

(e) participating in discussions and negotiations with Service Providers in relation to changes in roles and responsibilities in the delivery of Basic Community Care Services;

(f) ensuring that there is continuity of appropriate Basic Community Care Services delivered to people from culturally and linguistically diverse backgrounds, and Aboriginal and Torres Strait Islander People;

(g) participating in consultations, as appropriate, regarding the implementation of this Agreement; and

(h) negotiating new or revised Schedules as needed.

PART 4 – PERFORMANCE MONITORING AND REPORTING

Performance Indicators

26. The following Performance Indicators will be used to monitor the stability of service delivery arrangements and to identify any impact on the Target Population or service providers while transitioning roles and responsibilities, using 2010-11 as the reporting base:

(a) Older People receiving Basic Community Care Services as a percentage of the number of Older People in the Target Population;

(b) Younger People receiving Basic Community Care Services as a percentage of the number of Younger People in the Target Population;

(c) Aboriginal and Torres Strait Islander people receiving Basic Community Care Services as a proportion of total people receiving Basic Community Care Services;

(d) people from culturally and linguistically diverse backgrounds receiving Basic Community Care Services as a proportion of total people receiving Basic Community Care Services;

(e) number of Younger People receiving Community Packaged Care;

(f) number of Younger People receiving Residential Care;

(g) number of Older People receiving Specialist Disability Services; and

- (h) number and type of Service Providers, with type including State government, local government, commercial providers, not for profit organisations, such as community organisations, and religious or charitable bodies.
27. These indicators will allow the Parties to assess any systemic movement in a range of areas critical to the continued delivery of services covered by this Agreement. Each Party will only report on those indicators on which they hold data.

Performance milestones

28. The Parties agree to meet the following milestones:
- (a) develop bilaterally agreed estimates of the cost of Specialist Disability Services for Older People in 2012-13 and 2013-14 by 29 February 2012;
 - (b) develop bilaterally agreed estimates of the cost of Community Packaged Care and Residential Care services to Younger People, in 2012-13 and 2013-14 by 29 February 2012;
 - (c) develop bilaterally agreed estimates of the additional cost to the Commonwealth or the States in 2012-13 and 2013-14 as a result of the reforms to the provision of Basic Community Care Services outlined in this agreement by 29 February 2012;
 - (d) provide Annual Plans, Annual Project Updates, Funding Packages, and Business Reports as required by the Agreement and Program Management Manual;
 - (e) amend roles and responsibilities, program performance indicators and annual reporting provisions under the National Disability Agreement to reflect this Agreement by 31 March 2012; and
 - (f) the provision or exchange of information to support the development of program arrangements for the delivery of Basic Community Care Services beyond 1 July 2012 as set out in Schedule A.

Reporting arrangements

29. States will report annually on the Performance Indicators for which they hold data. States will report on those Performance Indicators listed in Part 4 of this Agreement for which they hold data relating to the 2012-13 financial year by 31 December 2013. Information on these indicators for 2010-11 and 2011-12 will be included in the relevant Business Report.
30. The reporting arrangements under this Agreement will be reviewed as necessary to ensure there is no duplication or conflict with reporting under the National Disability Agreement.
31. The Commonwealth will prepare an annual consolidated report on the Performance Indicators for the relevant Commonwealth Minister which will be made publicly available. This report will be discussed with States and provided to the Commonwealth Minister within three months of the Indicator reporting being finalised.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

32. Financial contributions will be distributed in accordance with the relevant Schedules of this Agreement. Financial contributions from the Commonwealth to the States are made on the basis that Service Providers receive regular payments.
33. National Partnership payments to the States will be paid in accordance with *Schedule D – Payment Arrangements* of the **Intergovernmental Agreement on Federal Financial Relations**.
34. The Parties agree that:
 - (a) consistent with the National Health Reform Agreement, the changes to roles and responsibilities will be budget neutral for the Commonwealth and States between the period of 1 July 2011 to 30 June 2014. The financial flows described in the Schedules to this Agreement will be used to calculate the adjustment to the Disability Specific Purpose Payment to achieve Budget Neutrality;
 - (b) the bottom up costing process detailed in clause 28(a), 28(b) and 28(c) will also be used to produce revised 2011-12 estimates using the agreed estimation method;
 - (c) noting that the changes to roles and responsibilities will be budget neutral and a variation between the notional estimates and the revised estimates will not result in any jurisdiction benefiting financially, parties may seek to adjust the 2012-13 funding amounts in recognition of any variation;
 - (d) the Commonwealth will consult with States on the indexation and growth rates to determine the baseline for the budget neutrality calculation in relation to the 2012-13 and 2013-14 years; and
 - (e) the process for reaching agreement on the need for any adjustment as outlined above will be settled as part of 28(a), 28(b) and 28(c).

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

35. Any Party may give notice to other Parties of a dispute under this Agreement.
36. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
37. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers and if necessary, the relevant COAG Council.
38. If a dispute cannot be resolved by the relevant Ministers, it may be referred by a Party to COAG for consideration.

Review of the Agreement

39. This Agreement will be reviewed by 30 June 2013 with regard to progress made by the Parties in respect of achieving the agreed outcomes. This review will also consider the appropriateness of a National Partnership Agreement as the means of continuing any arrangements after the expiry of this Agreement.

Variation of the Agreement

40. The Agreement may be amended at any time by agreement in writing by all the Parties.
41. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all other parties in writing. If this occurs, liability to make payments is limited to payments associated with milestones achieved by the date of effect of termination.

Basic Community Care Services

NATIONAL PARTNERSHIP AGREEMENT ON TRANSITIONING RESPONSIBILITIES FOR AGED CARE AND DISABILITY SERVICES

1. This Schedule will support the ongoing delivery of Basic Community Care Services in 2011-12, taking into account the changes in funding responsibilities agreed by COAG. It will also contribute to the transition to the Commonwealth of operational responsibility for Basic Community Care Services for non-Indigenous people aged 65 years and over and Aboriginal and Torres Strait Islander people aged 50 years and over from 1 July 2012.
2. This Schedule will cease on either 31 December 2012 or after the completion of the program reporting arrangements as specified in this Agreement, including the acceptance of the 2011-12 Business Report specified in this Schedule, whichever occurs last.

OBJECTIVE

3. During 2011-12, Basic Community Care Services previously delivered through the HACC Program will continue to be provided by the States.
4. From 1 July 2012, the Commonwealth will be in a position to pay Service Providers directly for the provision of Basic Community Care Services for Older People.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

5. The Commonwealth is responsible for:
 - (a) reviewing the States' performance in accordance with the reporting arrangements outlined in this Schedule;
 - (b) providing full funding, in accordance with Table 1, to the States for the costs incurred for the provision of Basic Community Care Services for Older People; and
 - (c) providing other financial contributions, such as Real Growth Funding, as agreed for the purpose of this Agreement.

Role of the State

6. The State is responsible for:
 - (a) without delay, paying Service Providers for providing Basic Community Care Services;
 - (b) funding Basic Community Care Services for Younger People;

- (c) administering and delivering Basic Community Care Services for Older People on behalf of the Commonwealth in 2011-12, in accordance with this Agreement and the Program Management Manual;
- (d) completing the transitional requirements in accordance with this Schedule; and
- (e) meeting all conditions including providing all reports in accordance with this Schedule and the Program Management Manual.

PERFORMANCE BENCHMARKS AND FINANCIAL ARRANGEMENTS

- 7. The estimated financial contribution (as at the 2011-12 Budget) to be provided by the Commonwealth under this Schedule is set out in Table 1. All amounts are exclusive of GST.
- 8. Real Growth Funding in relation to each funding package will be provided by the Commonwealth in equal monthly payments for the remainder of the financial year upon approval of that funding package by the Commonwealth Minister.

Table 1: Commonwealth Financial Contribution (\$000) for 2011-12*

State	NSW	Qld	SA	TAS	NT	ACT
Base	435,309	357,623	124,574	42,627	7,306	18,597
Real Growth	23,942	19,669	6,852	2,344	402	1,023
Older Veterans	5,323	2,219	1,180	445	18	165
Younger Veterans	1,059	1,417	320	150	30	114
Total	465,633	380,928	132,926	45,566	7,756	19,899

*Figures include funding for Aboriginal and Torres Strait Islander people aged 50 years and over.

- 9. Table 2 identifies the amounts for each State (as at the 2011-12 Budget) that will be used in the calculation of the adjustment to achieve budget neutrality for Basic Community Care Services between the Commonwealth and the States. All payments are exclusive of GST

Table 2: Additional cost incurred by the Commonwealth as a result of transitioning responsibilities for Basic Community Care Services in 2011-12*

State	Amount (\$,000)
New South Wales	58,193
Queensland	45,074
South Australia	16,909
Tasmania	8,787
Australian Capital Territory	3,260
Northern Territory	-1,916

*The amounts in table 2 form part of the maximum financial contribution identified in Table 1.

Table 3: Payment schedule for 2011-12

Activity	Due date	Amount
(i) Administering Basic Community Care Services for Older People on behalf of the Commonwealth.	Monthly	8.33 per cent of base per month
(ii) The first funding package covering the majority of Real Growth Funding is approved by the Commonwealth Minister.	By 15 October 2011	Up to 100 per cent of growth funding outlined in the funding package divided into equal monthly payments across the remainder of the year
(iii) Subsequent funding packages are approved by the Commonwealth Minister.	As early in the year as possible with 100 per cent of growth funds allocated by 30 April 2012	Up to 100 per cent of growth funding outlined in each funding package divided into equal monthly payments across the remainder of the year
(iv) Provide services to support access to Basic Community Care Services by Veterans.	Monthly	8.33 per cent of the annual Younger and Older Veterans funding estimate per month

10. Any Commonwealth financial contribution payable will be processed by the Commonwealth Treasury and paid to the State Treasury in accordance with the payment arrangements set out in Schedule D of the *Intergovernmental Agreement on Federal Financial Relations*.

REPORTING ARRANGEMENTS

11. The States will provide:

- (a) an Annual Plan to the Commonwealth for joint approval as set out in the Program Management Manual;

- (b) project updates as set out in the Program Management Manual;
 - (c) funding packages for approval by the Commonwealth Minister detailing projects approved by the State Minister as set out in the Program Management Manual;
 - (d) the data required for the HACC MDS, as currently; and
 - (e) a Business Report, covering 2011-12, to the Commonwealth to demonstrate achievement of outcomes and deliverables detailed in the Annual Plan, the Agreement and Schedules.
12. The Business Reports will be stand-alone documents that can be used for public information dissemination purposes regarding the Agreement.
13. The Business Reports relating to 2010-11 and 2011-12 will contain:
- (a) those requirements outlined and agreed in the Program Management Manual; and
 - (b) a report on those Performance Indicators listed in the Agreement for which the State holds data.
14. In addition to the requirements for Business Reports outlined elsewhere in this Agreement the report in relation to 2011-12 will:
- (a) certify the completion of transitional requirements and a description of any work that will be undertaken to complete any remaining transitional requirements; and
 - (b) include advice on veterans and war widows/widowers access to services.
15. The Business Report in relation to 2011-12 is due by 31 December 2012.
16. The State will support the Commonwealth's development of program arrangements for the delivery of Basic Community Care Services from 1 July 2012 through the provision of the following information as soon as practical. States will provide:
- (a) copies of all current funding agreements in place between the State and Service Providers by 31 August 2011;
 - (b) copies of the most recent quality assessment for each Service Provider by 30 June 2012;
 - (c) copies of all completed research papers, evaluations, studies and reports that have been funded through the HACC Program for the two years prior by 30 June 2012;
 - (d) copies of any new funding agreements awarded during 2011-12 and any amendments to funding agreements that have financial implications as soon as practical after the agreements are awarded; and
 - (e) the State's assets register for the HACC Program as at 31 July 2012; or
 - (f) any amendments to sub clauses 16(a) to 16(e) as agreed bilaterally between the Commonwealth and the State.

Cross-Billing Arrangements

NATIONAL PARTNERSHIP AGREEMENT ON TRANSITIONING RESPONSIBILITIES FOR AGED CARE AND DISABILITY SERVICES

DESCRIPTION

1. This Schedule sets out the cross-billing arrangements to ensure that each level of government funds the provision of services to the client group for which it is responsible in 2011-12. These arrangements will be between governments and have little or no direct impact on Service Providers and clients.
2. The Commonwealth will provide \$125.3 million in funding over 2011-12 to States to deliver Specialist Disability Services to Older People, in accordance with their roles and responsibilities under the National Disability Agreement (NDA).
3. States will provide \$251.9 million to the Commonwealth Government over 2011-12 to deliver Community Packaged Care and Residential Care to Younger People.
4. The cross-billing amounts for the period of this Schedule will be based on Notional Costs.
5. The Commonwealth and States agree to collect client usage data through the duration of the Schedule to inform cross-billing amounts in future years. This Schedule details the cross-billing arrangements only for the year 2011-12, until the bottom up costing exercise that will inform funding estimates for 2012-13 and a reconciliation of the 2011-12 budget neutral calculations has been completed. A new Schedule will be developed by 31 May 2012 to cover cross-billing arrangements from 2012-13 onwards.
6. Current arrangements for access to aged care services for Younger People will remain unchanged. Older People will also have continuing access to Specialist Disability Services (SDS) provided by the States in accordance with their roles and responsibilities under the NDA.
7. Part A of the Schedule relates to Younger People accessing aged care services. Part B of the Schedule relates to Older People accessing specialist disability services provided by States.

TERMS OF THIS SCHEDULE

8. This Schedule will cease on 31 August 2012 or on acceptance of the final report as specified in this Schedule, whichever is the later.

PART A – YOUNGER PEOPLE ACCESSING PACKAGED COMMUNITY CARE AND RESIDENTIAL AGED CARE

OBJECTIVE

9. To facilitate the continued delivery by the Commonwealth of Community Packaged Care and Residential Care to Younger People under the Commonwealth's aged care program.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

10. The Commonwealth is responsible for:
 - (a) delivering Community Packaged Care and Residential Care services to Younger People;
 - (b) invoicing the States for the Notional Costs of providing Community Packaged Care and Residential Care services to Younger People;
 - (c) collecting detailed client usage data on Younger People accessing Community Packaged Care and Residential Care services throughout the period of this Schedule; and
 - (d) meeting all conditions including providing reports in accordance with this Schedule.

Role of the States

11. The States are responsible for:
 - (a) reimbursing the Commonwealth for the Notional Costs of delivering Community Packaged Care and Residential Care services to Younger People; and
 - (b) meeting all obligations and conditions which are applicable to the State in accordance with this Schedule.

FUNDING ARRANGEMENTS

12. The Notional Costs of delivering Community Packaged Care and Residential Care services to Younger People as at the 2011-12 Federal Budget for cross billing is set out in Table 1, and Table 2. All payments are exclusive of GST and will be used in the Budget Neutrality calculations.

Table 1: Community Packaged Care delivered to Younger People (\$, 000)

State	2011-12
New South Wales	8,407
Queensland	7,328
South Australia	1,658
Tasmania	770
Australian Capital Territory	312
Northern Territory	2,357

Table 2: Residential Care delivered to Younger People (\$, 000)

State	2011-12
New South Wales	122,774
Queensland	69,241
South Australia	25,124
Tasmania	8,228
Australian Capital Territory	3,179
Northern Territory	2,503

13. The Commonwealth will provide invoices based on the agreed Notional Costs to States on the following dates:
- 9 November 2011 (for 1 July to 31 December)
 - 8 February 2012 (for 1 January to 31 March)
 - 9 May 2012 (1 April to 30 June)
14. Following confirmation of the invoiced amounts provided to each State, payments will be made by States to the Commonwealth on the following dates on the basis of an invoice created by the Commonwealth:
- 7 December 2011
 - 7 March 2012
 - 7 June 2012

REPORTING REQUIREMENTS

15. The Commonwealth will provide:

- (a) the information outlined in Tables 3 and 4 including a quarterly letter, accompanying a Commonwealth invoice, to each State confirming the provision of Community Packaged Care and Residential Care services to Younger People in that quarter:

Table 3 Quarterly Report requirements

Reporting	Due date
September 2011 Quarter and December 2011 Quarter letter with invoice	9 November 2011
March 2012 Quarter letter with invoice	8 February 2012
June 2012 Quarter letter with invoice	9 May 2012

- (b) Two reports on client usage:

Table 4 Client Usage Report requirements

Reporting	Due date
Interim client usage data report	7 December 2011
Final client usage data report	31 August 2012

- (c) The client usage reports will contain detailed data on all Younger People accessing Community Packaged Care and Residential Care, in line with privacy legislation. The precise nature of the data and reporting process will be agreed between the Commonwealth and the States before the interim client usage data report is due.

PART B OLDER PEOPLE ACCESSING SPECIALIST DISABILITY SERVICES PROVIDED UNDER THE NATIONAL DISABILITY AGREEMENT

OBJECTIVE

16. To facilitate the continued delivery by States of Specialist Disability Services for Older People.

ROLES AND RESPONSIBILITIES

Role of the Commonwealth

17. The Commonwealth is responsible for:
 - (a) reimbursing the States for the Notional Costs of Specialist Disability Services provided by the States to Older People; and
 - (b) meeting all obligations and conditions including providing reports in accordance with this Schedule.

Role of the States

18. The States are responsible for:
 - (a) delivering Specialist Disability Services under the National Disability Agreement to Older People;
 - (b) invoicing the Commonwealth for the Notional Costs of delivering Specialist Disability Services to Older People;
 - (c) collecting bilaterally agreed client usage data on Specialist Disability Services provided to Older People by the States throughout the period of this Schedule; and
 - (d) meeting all obligations and conditions applicable to the State, in accordance with this Schedule.

FUNDING ARRANGEMENTS

19. The Notional Costs (as at the 2011-12 Budget) to be provided by the Commonwealth to the States is set out in Table 5. All payments are exclusive of GST and will be used in the Budget Neutrality calculations.

Table 5: Specialist Disability Services delivered to Older People (\$, 000)

State	2011-12
New South Wales	55,456
Queensland	17,046
South Australia	41,682
Tasmania	5,683
Australian Capital Territory	785
Northern Territory	4,640

20. The State will provide invoices based on the agreed Notional Costs to the Commonwealth on the following dates:
- 9 November 2011 (for 1 July to 31 December)
 - 8 February 2012 (for 1 January to 31 March)
 - 9 May 2012 (1 April to 30 June)
21. Following confirmation of the invoiced amount, payments will be made by the Commonwealth to the States on the following dates:
- 7 December 2011
 - 7 March 2012
 - 7 June 2012

REPORTING REQUIREMENTS

22. The States will provide:
- (a) the advice and reports as outlined in Tables 6 and 7 including a quarterly letter to accompany each respective State's invoice, to the Commonwealth confirming the provision of Specialist Disability Services to Older People over that quarter;

Table 6 Quarterly Report requirements

Reporting	Due date
September 2011 Quarter and December 2011 Quarter letter with invoice	9 November 2011
March 2012 Quarter letter with invoice	8 February 2012
June 2012 Quarter letter with invoice	9 May 2012

(b) Two reports on client usage:

Table 7 Client Usage Report requirements

Reporting	Due date*
Interim client usage data report	7 December 2011
Final client usage data report	31 August 2012

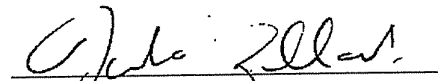
*These dates can be varied by bilateral agreement between the Commonwealth and each State.

23. These client usage reports will be provided in tabular format and contain bilaterally agreed data on all Older People accessing Specialist Disability Services, in line with privacy legislation. The precise nature of the data and reporting process will be agreed bilaterally between the Commonwealth and the States before the interim client usage data report is due.

National Partnership Agreement on Transitioning Responsibilities for Aged Care and Disability Services

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

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



The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

15 December 2011

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

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

The Honourable Anna Bligh MP
Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

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

The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

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

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

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

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by



The Honourable Anna Bligh MP
Premier of the State of Queensland

[Day] [Month] [Year]

3 Nov 2011.

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

National Partnership Agreement on Transitioning Responsibilities for Aged Care and Disability Services

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Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland

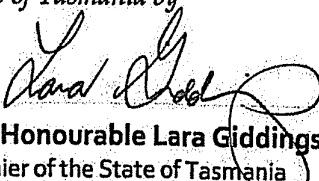
[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by


The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

1 - 12 - 2011

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

National Partnership Agreement on Transitioning Responsibilities for Aged Care and Disability Services

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

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

The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia
[Day] [Month] [Year]

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



The Honourable Barry O'Farrell MP
Premier of the State of New South Wales
December 2011

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

The Honourable Anna Bligh MP
Premier of the State of Queensland
[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia
[Day] [Month] [Year]

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

The Honourable Lara Giddings MP
Premier of the State of Tasmania
[Day] [Month] [Year]

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

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory
[Day] [Month] [Year]

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

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia
[Day] [Month] [Year]

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

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The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

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The Honourable Anna Bligh MP
Premier of the State of Queensland

[Day] [Month] [Year]

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The Honourable Jay Weatherill MP
Premier of the State of South Australia

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]



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Signed for and on behalf of the Commonwealth of Australia by

The Honourable Julia Gillard MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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

The Honourable Barry O'Farrell MP
Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

The Honourable Anna Bligh MP
Premier of the State of Queensland

[Day] [Month] [Year]

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

The Honourable Jay Weatherill MP
Premier of the State of South Australia

Date:

1/2/12

Signed for and on behalf of the State of Tasmania by

The Honourable Lara Giddings MP
Premier of the State of Tasmania

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

Signed for and on behalf of the Northern Territory by

The Honourable Paul Henderson MLA
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]