

Schedule E:

Bilateral Agreement for
NDIS Launch between the Commonwealth and
Australian Capital Territory

BILATERAL SCHEDULE E – ACT**PART 1 — PARTIES TO THIS AGREEMENT**

1. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the Government of the Australian Capital Territory (ACT).

PART 2 — ROLE AND PURPOSE

Role and purpose of this Agreement

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

Launch Site Aims

3. In addition to the objectives of the NDIS launch outlined in the Intergovernmental Agreement for the NDIS launch and the NDIS 2012 Bill, as enacted into the legislation, the ACT launch site will have the following further specific launch aims:
 - a. to fully roll out for all eligible clients resident in the ACT;
 - b. to transition the disability sector, including people with a disability, their families and carers, and service providers to an NDIS by the conclusion of the launch;
 - c. to assess the impacts on Tier 3, Tier 2 and mainstream services of the ACT; and
 - d. to build greater capacity within the disability sector servicing the ACT.

PART 3 – NATIONAL DISABILITY INSURANCE SCHEME – FIRST STAGE

Features of the ACT launch site

4. The first stage of the NDIS will operate in the ACT.
5. A total of around 5,000 people are expected to benefit from the launch of the NDIS in the ACT during the first stage as set out in Appendix A.

Areas of agreement for launch

6. The first stage of the NDIS in the ACT will commence in July 2014.
7. Both Parties agree that the process for phasing in the expected number of clients of the NDIS launch will be undertaken within the agreed roll-out arrangements (Appendix B).

Appendix B sets out the planned intake of the expected number of clients over the period of the launch. The NDIS Launch Transition Agency (Agency) in collaboration with the ACT and the Commonwealth will develop client flow arrangements before February 2014 that are consistent with the agreed funding arrangements. The planned intake in Appendix B will be monitored against the allocated NDIS funding (cash and in-kind) for that month.

8. Both parties recognise that, in accordance with the definition of eligibility contained in the NDIS Bill 2012, as enacted in legislation, the arrangements for clients who live outside the ACT launch area but receive their disability supports within the ACT launch area are not affected by this agreement.
9. The parties agree that further work will be undertaken on the portability and mobility arrangements for the ACT launch through bilateral negotiations before February 2014.
10. People who enter the NDIS launch under the age of 65 will have the choice of remaining in the NDIS or transitioning to the aged care system once they turn 65 years and over (50 years for Indigenous participants). This reflects the principle of choice and control and ensures people have continuity of care as they age in the NDIS. The management for sharing the cost of clients who age past 65 in the NDIS Launch are set out at Appendix A.
11. Where a person over 65 years (50 years for Indigenous participants) chooses to remain in the NDIS, the Commonwealth will be responsible for meeting all NDIS launch costs associated with these participants, consistent with the Commonwealth's obligations under Schedule F of the National Health Reform Agreement.

Quality and safeguards

12. The existing ACT quality assurance framework will apply in the ACT launch site to relevant new and existing funded client support programs for the launch subject to further development of and transition to a nationally consistent risk-based quality assurance approach in the longer term. The ACT will identify details of the existing client support programs in the ACT and provide this information to the Agency for the purposes of registering providers under the NDIS. Working arrangements between the ACT and the Agency to ensure appropriate management and monitoring against these quality assurance frameworks will be developed.
13. A range of existing and new safeguards will minimise the risk of harm to NDIS participants in the ACT, protect their right to be safe, and empower them to achieve choice and control over their lives including guardianship, where alternative decision making arrangements are unavailable; privacy; and child protection.

Collection and management of data

14. Both Parties agree that the launch site will be used to collect qualitative and quantitative data and information on any issues relevant to the ACT launch and this, taken together with the outcomes from the other launch sites, will be shared with all governments to facilitate national data collection and consolidation that will contribute to the analysis of costs, liabilities, service interventions, service delivery models and implementation strategies.
15. Data collection and management will take account of clients' best interests and relevant legislation. The data management approach including data collection, storage and transfer will be agreed between the Commonwealth and the ACT and reflected in an information protocol. The Agency will be required to operate in accordance with the data management approach in the information protocol.

16. Both Parties agree to share client and provider information and data during the launch to ensure continuity of support, financial accountability and effective interactions with supports and services outside the NDIS, subject to privacy and other requirements.

Financial contributions

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

Overspends and underspends

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

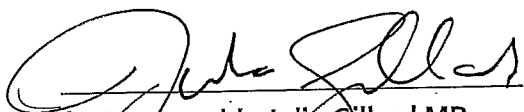
Review of this Agreement

20. This bilateral agreement will be reviewed by both parties following finalisation of the review of the NDIS Bill 2012 as enacted into legislation and amended if necessary to take account of the review outcomes, with the agreement of both Parties. The review of this Agreement will include consideration of the entry of new clients to the scheme following the response of the Council of Australian Government (COAG) to the review of the NDIS Bill 2012 as enacted into legislation.

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

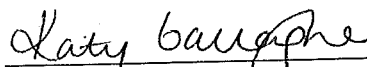
*Signed for and on behalf of the Commonwealth
of Australia by*

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



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

7 December 2012



Ms Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

7 December 2012

APPENDIX A - FUNDING ARRANGEMENTS FOR LAUNCH

1. The Commonwealth and the ACT agree that the estimated client population covered by the launch site from 2014-15 is as shown in Table 1.

Table 1	2014-15	2015-16	2016-17
Estimated client population (0 – 65 years)	2,500	5,025	5,075

2. This estimate is based on the following data sources:
- existing ACT Government client data sources; and
 - Productivity Commission estimates of eligible Tier 3 national population.
3. The estimated total cost of NDIS funded supports to the agreed client profile in Table 1 is shown in Table 2.

Table 2	2014-15	2015-16	2016-17
Estimated total cost of providing NDIS funded supports	\$46.0 million	\$145.6 million	tbc

Commonwealth Contribution

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

Table 3	2014-15	2015-16	2016-17
Commonwealth's estimated funding for NDIS funded supports	\$18.7 million	\$59.1 million	tbc

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

Table 4	2014-15	2015-16	2016-17
Commonwealth cash contributions to the Scheme	\$10.4 million	\$33.4 million	tbc

6. The Commonwealth programs which are expected to be drawn on in providing direct services include:
- Australian Disability Enterprises;
 - Better Start for Children with Disability initiative;

- c. Continence Aids Payment Scheme;
- d. Support for Day to Day Living in the Community A Structured Activity Program;
- e. Disability Employment Services - Work Based Personal Assistance;
- f. Helping Children with Autism;
- g. Hearing Services Program;
- h. Improved Support for people with younger onset dementia;
- i. Targeted Community Care - Mental Health Respite: Carer Support and Personal Helpers and Mentors component;
- j. National Auslan Interpreter Booking and Payment Service;
- k. After School Hours Care for Teenagers with Disability;
- l. Partners in Recovery: Coordinated Support and Flexible Funding for people with severe and persistent mental illness and complex needs;
- m. Respite Support for Carers of Young People with Severe or Profound Disability; and
- n. Young Carers Respite and Information Services.

7. The Commonwealth will pay for all Agency-related - administrative and system support costs associated with the launch.
8. The Commonwealth agrees that, from the sector development funds being set aside for tier 2 support, funding will be expended for these services in the ACT to the value of \$0.9 million in 2014-15 and \$2.8 million in 2015-16, with the arrangements for management of these funds to be agreed by mid-February 2013.
9. The Commonwealth will be responsible for meeting all scheme costs for clients who turn 65 and choose to remain in the scheme. The estimated numbers of clients over 65 are shown in Table 5.

Table 5	2014-15	2015-16	2016-17
Estimated client population aged over 65 years	0	84	164

ACT contribution

10. The ACT share of the cost for NDIS funded supports is shown in Table 6.

Table 6	2014-15	2015-16	2016-17
ACT funding for NDIS funded supports	\$27.3 million	\$86.5 million	tbc

11. The ACT share of funding for NDIS funded supports will be provided in cash and through direct provision of services.
12. Both parties agree that there will be further work that needs to occur in order to finalise the balance of cash and in-kind contributions by February 2014. Both parties agree that the composition of ACT in-kind contributions can be reviewed and modified.

Arrangements for Intergovernmental Payments

13. The Parties agree that intergovernmental payments currently provided by the Commonwealth to ACT for the purpose of providing disability services to individuals should be repaid to the Commonwealth commensurate with the expected NDIS client numbers in the ACT as a proportion of the total expected NDIS client numbers in the ACT.
14. Intergovernmental payments include the Commonwealth payments made through the National Disability specific purpose payment (NSPP) and the National Partnership on Transitioning Responsibilities for Aged Care and Disability Services.
15. The ACT agrees to repay the Agency on behalf of the Commonwealth these costs as set out in Table 7 in instalments during the financial year, at the same time as the cash contributions to NDIS funded supports, as outlined in paragraphs 32-39 of the Intergovernmental Agreement for the NDIS Launch.

Table 7	2014-15	2015-16	2016-17
Repayment of Commonwealth grants by ACT	\$5.9 million	\$19.4 million	tbc

16. It is acknowledged that part of the in-kind contribution identified in clause 12 will be funded from the NSPP. The proportion of the in-kind contribution which should be counted as a Commonwealth contribution, because it is funded through the NSPP, will be agreed between the Commonwealth and ACT once the mix of in-kind and cash has been finalised.

APPENDIX B - PLANNED INTAKE OF CLIENTS OVER THE PERIOD OF THE LAUNCH BASED ON A NUMBER OF CLIENT CHARACTERISTICS.

1. On the basis of the agreed funding and the population assumptions, it has been agreed that the client flow will be as per Table 1 one in Appendix A above.
2. It is acknowledged that these clients will need to be phased into the NDIS on a monthly basis. It is further acknowledged that in determining the actual clients that are to be processed, the Agency will use best endeavours jointly with the ACT to ensure an appropriate balance of new and existing individuals.
3. In determining the client flow, the Agency will need to ensure that there is adequate capacity in funding and resourcing allocation to allow for crisis and unplanned assessments.
4. It is further agreed that in determining the client flow, that a range of strategies may be considered including:
 - a. staggered age cohorts;
 - b. local government areas;
 - c. postcode boundaries; and
 - d. the unmet support needs.
5. These strategies will then be considered in the context of the impact of these flows on:
 - a. providers involved and impact on the overall sustainability of the supports provided where this support is required by other individuals;
 - b. the provider transition strategy required to meet the conversion from in-kind to cash contributions;
 - c. the nature of current funding arrangements with providers; and
 - d. the availability of cash and in-kind funds and the needs of the individuals for supports that can or cannot be met by the existing in-kind arrangements.
6. The strategy will be incorporated into detailed joint communication materials from the Commonwealth and the ACT from March 2013 onwards.