

# NATIONAL PARTNERSHIP ON THE EXTENSION AND EXPANSION OF THE TRIAL OF WA NDIS SITES

An agreement between

- the Commonwealth of Australia and
- Western Australia.

This Agreement will contribute to the extension and expansion of the trial of the WA NDIS model of disability services in selected trial sites to inform the national roll-out of disability reform.

# National Partnership on the Extension and Expansion of the Trial of WA NDIS Sites

## OVERVIEW

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

### Purpose

2. In entering this Agreement, the Commonwealth and Western Australia (WA) recognise that they have a mutual interest in improving outcomes in disability reform and need to work together to achieve those outcomes.
3. This Agreement will contribute to the comparative trial of the NDIS in WA to inform the national roll-out of disability reform, through the extension and expansion of the WA NDIS model of disability services in selected trial sites.
4. This Agreement builds on the Agreement between the Commonwealth and the WA Governments for disability reform in WA signed on 5 August 2013, which provides for a two-year trial of two service delivery models. It supports an extension of the time period for the trial of the WA NDIS model implemented by the WA Disability Services Commission (DSC) under State legislation in two sites: the Lower South West DSC region from July 2014; and the Cockburn/Kwinana DSC region from July 2015. It also supports a geographical expansion of those trial sites to include the Armadale, Murray, Serpentine-Jarrahdale local government areas (LGAs) (also known as the Ranges Expansion Area) from 1 October 2016 to 30 June 2017. It will operate in parallel to Schedule H to the Intergovernmental Agreement for the National Disability Insurance Scheme (NDIS) Launch (IGA NDIS) which provides for an extended trial of the national NDIA model in the Perth Hills region, and an expansion to include Bayswater, Bassendean, Chittering, Toodyay, York and Northam LGAs from 1 January 2017 to 30 June 2017.
5. The trial will allow for the ongoing assessment, evaluation and comparison of the different approaches to disability services and help determine and inform the future of disability services provision in WA, and the national roll-out of disability reform.
6. Following the period of the extended and expanded WA NDIS trials, the phased state-wide roll out of the NDIS will commence in WA on 1 July 2017, subject to the State and Commonwealth Governments reaching agreement on the funding and implementation of the state-wide roll out. Both Governments will seek to reach this agreement by October 2016.
7. This Agreement will be implemented consistently with the following Annexes of the Intergovernmental Agreement for the National Disability Insurance Scheme for Launch (IGA NDIS): Annex C: Portability Arrangements; Annex D: Principles to Determine the Responsibilities of the NDIS and Other Service Systems; and Annex E: Continuity of Support.

8. For this Agreement, the role of the National Disability Insurance Agency (NDIA) in these Annexes will be undertaken by the DSC. References to the 'National Disability Insurance Agency' or the 'NDIS' in these Annexes is taken to refer to the DSC, or the WA NDIS trials delivered by the DSC.

### **Reporting Arrangements**

9. Western Australia will report quarterly against the agreed milestones during the operation of the Agreement, as set out in Part 4 – Performance Monitoring and Reporting.

### **Financial Arrangements**

10. The Commonwealth will provide an estimated total financial contribution to Western Australia of \$67,580,000 in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## **PART 1 – FORMALITIES**

### **Parties to this Agreement**

11. This Agreement is between the Commonwealth of Australia (the Commonwealth) and WA.

### **Term of the Agreement**

12. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 30 June 2017, or on completion of the project or reform, including final performance reporting and processing of final payments against performance benchmarks or project milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

## **PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS**

### **Objectives**

13. This Agreement provides for the extension of two existing WA NDIS trial sites in the Lower South West and Cockburn/Kwinana DSC regions, and the expansion of those trials to include the Armadale, Murray, Serpentine-Jarrahdale LGAs (the Ranges Expansion Area), in order to improve the delivery of disability services, to give people with disability more certainty and to allow them to exercise more choice and control.

### **Outcomes**

14. This Agreement will:
  - (a) support a one-year extension of the trial of the WA NDIS model in the Lower South West and Cockburn/Kwinana DSC regions from 1 July 2016 to be implemented by the DSC;
  - (b) support a geographical expansion of the WA NDIS trials to include the Armadale, Murray, Serpentine-Jarrahdale LGAs from 1 October 2016 to 30 June 2017 to be implemented by the DSC; and
  - (c) allow ongoing comparison of the WA NDIS model with the NDIA model, informed by the approach to evaluation set out in this Agreement, and allow the lessons learned to inform the national roll-out of disability reform.

15. These outcomes complement the outcomes that have been agreed in *Annex A: Council of Australian Governments High-level Principles for a National Disability Insurance Scheme* of the IGA NDIS.

## Outputs

16. The objectives and outcomes of this Agreement will be achieved by:
  - (a) providing support to an estimated 4,182 eligible participants in the Lower South West and Cockburn/Kwinana DSC regions of WA from 1 July 2016 to 30 June 2017
  - (b) providing support to an estimated 1,479 eligible participants in the Ranges Expansion Area progressively from 1 October 2017 to 30 June 2017;
  - (c) ongoing assessment, evaluation and comparison of the different approaches to disability services , including a comparative actuarial assessment of the trials between the NDIA Scheme Actuary and the WA NDIS Scheme actuary, which will build on evaluative work conducted to date; and
  - (d) lessons from the trials being shared during the trial period and used to help determine and inform the national roll-out of disability reform.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

### Role of the Commonwealth

18. The Commonwealth agrees to be responsible for:
  - (a) providing a financial contribution to WA equivalent to 40.6 per cent of package costs to support trial participants during the trial extension and expansion and provide ongoing support to participants in trial sites until transition to a full NDIS commences or until an agreement is made covering ongoing support to trial participants supported during the WA NDIS trial;
  - (b) covering the costs of participants who turn 65 years after entering at a younger age during 2016-17;
  - (c) funding contributions to WA for Information, Linkages and Capacity Building;
  - (d) funding administration costs associated with the WA NDIS trial;
  - (e) funding 50 per cent of the cost associated with ongoing work to evaluate the comparative trial; and
  - (f) facilitating WA's access to the necessary infrastructure and systems used by the NDIA to ensure packages are consistent with those across all the NDIS trial sites, including the National Disability Insurance Agency's reference package tool. This may also include planning and assessment tools data to assist actuarial modelling, decision support tools such as lifetime cost estimators, and training and information technology.

## Role of the State

19. WA agrees to be responsible for:
- (a) introducing appropriate amendments to the existing legislative framework to support and enable the extension and expansion of the trial in WA;
  - (b) continuing negotiations to determine and implement future roles and responsibilities of the WA and Commonwealth Governments for people aged over and under 65 years, consistent with the roles and responsibilities of other State Governments as set out in Schedule F of the National Health Reform Agreement 2011, amended to reflect any changes required by the introduction of the NDIS;
  - (c) providing a financial contribution equivalent to 59.4 per cent of package costs to support trial participants during the trial extension and expansion and provide ongoing support to participants in trial sites until transition to a full NDIS commences or until an agreement is made covering ongoing support to participants supported during the WA NDIS trial;
  - (d) funding administration costs not associated with the WA NDIS trial;
  - (e) funding 50 per cent of the cost associated with ongoing work to evaluate the comparative trial;
  - (f) continuing to deliver the trial of WA NDIS in the Lower South West and Cockburn/Kwinana DSC regions through the DSC, and delivering the WA NDIS trial in the Ranges Expansion Area through the DSC, consistent with core elements of the national scheme, including eligibility and reasonable and necessary supports;
  - (g) monitoring and assessing the performance in the delivery of services under this Agreement;
  - (h) implementing an approach to actuarial modelling, assessment and review consistent with Part 4, clause 26 of this Agreement;
  - (i) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring, Milestones and Reporting;
  - (j) implementing the no fault motor vehicle insurance scheme to provide lifetime care and support for those catastrophically injured as a result of a motor vehicle accident. The scheme will come into effect in WA from 1 July 2016 and will meet the nationally consistent minimum benchmarks (as per the Council of Australian Government Communiqué of 19 April 2013); and
  - (k) meeting 100 per cent of any costs associated with higher population numbers or higher per person funded supports costs, and 100 per cent of the cash flow risk during the extended and expanded WA NDIS trial from 1 July 2016 to 30 June 2017.

## Shared roles and responsibilities

20. The Commonwealth and WA agree to be jointly responsible for:
- (a) continuing to provide supports for people with disability who are not receiving support through the WA NDIS trial sites or through the NDIS NDIA trial site;
  - (b) providing continuity of support to people with disability currently receiving Commonwealth or WA specialist disability services to ensure that they are not disadvantaged in the WA NDIS trial, including ensuring that people resident in a trial site

who are currently receiving support but do not meet the definitions of eligibility or are receiving supports that do not meet the definition of reasonable and necessary support under WA NDIS, will continue to receive support consistent with their currently agreed arrangements (see Annex E of the IGA NDIS);

- (c) participating in a Joint Steering Committee to oversee the progress and ongoing evaluation of the WA NDIS and the NDIS NDIA trial sites (Terms of Reference for the Joint Steering Committee are at Schedule A of this Agreement);
  - (d) monitoring and assessing the performance in the delivery of the WA NDIS trial in the Lower South West, Cockburn/Kwinana and the Ranges Expansion Area of WA under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe; and
  - (e) developing a joint communications strategy regarding the extension and expansion of the WA NDIS trials.
21. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of events, announcements, promotional material or publicity relating to activities under this Agreement, excluding operation matters, and that the roles of both Parties will be acknowledged and recognised appropriately.

## PART 4 – PERFORMANCE MONITORING AND REPORTING

### Performance benchmarks or milestones

22. The DSC will continue to apply current performance monitoring, reporting, indicators and benchmarks as set out in IGA Annex: Integrated NDIS Performance Reporting Framework. The DSC will work towards the development of a comparable reporting approach to that set out in Schedule H, Appendix F to the IGA NDIS.
23. The Parties agree to meet the following milestones, as set out in Table 1.

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

Output(s)	Performance milestone(s) or benchmark(s)	Report due	Payment
Agreement on the assessment, evaluation and comparison of the different approaches to disability services	An agreement between Parties on the assessment, evaluation and comparison of the different approaches to disability services.	1 July 2016	\$13.4 m
Implementation of the extension and expansion of the WA NDIS Trial	Acceptance of report on participants and expenditure for the period 1 July 2016 to 30 September 2016.	30 October 2016	\$15.6m
	Acceptance of report on participants and expenditure for the period 1 October 2016 to 31 December 2016.	31 January 2017	\$18.2m
	Acceptance of report on participants and expenditure for the period 1 January 2017 to 31 March 2017, and the projected expenditure for 1 April 2017 to 30 June 2017 <sup>1</sup> .	30 April 2017	\$20.4

## Reporting arrangements

24. WA will provide the Commonwealth with quarterly reports on participants and expenditure, in accordance with clause 21, insofar as data and indicators are applicable to the WA context, reported in other trial sites, and not related to long-term or State-wide measures which cannot be quantified during the extended trial period. Reports are expected for each period of three months starting on 1 July, 1 October, 1 January, and 1 April within one month after the end of the period to which the report relates.
25. Reports will feed into the ongoing comparative evaluation of the services and outcomes in the WA NDIS sites and the NDIS NDIA sites. In addition, WA will provide to a nominated Commonwealth official a download from the database (de-identified as appropriate) of participant data at client unit record and aggregate level for all services provided in the trial area. WA will also provide access to a nominated Commonwealth official to its case management and financial management system in real time on a read only basis. The official will need to abide by WA's confidentiality and privacy requirements.

## Actuarial Assessment

26. In providing reports on participants and expenditure, WA will use an actuarial approach that ensures that:
- (a) eligibility decisions and support package decisions align with the assumptions used to determine the financial envelope;

<sup>1</sup> A final report detailing participants and expenditure for the period April to June 2017 will be provided by WA to the Commonwealth in accordance with clause 21

- (b) the tools used to support these decisions similarly align with those assumptions;
  - (c) users of the decision tools are adequately prepared;
  - (d) adequate and accurate data is captured which allows meaningful analysis of the emerging experience of WA NDIS;
  - (e) meaningful performance reporting and actuarial analysis contributes to a continuous feedback loop that informs decision making throughout the DSC;
  - (f) DSC adopts a long-term perspective to its decision-making. Thus, the focus should be on the long-term implications of decisions (including short-term spending decisions) rather than the short-term implications of decisions; and
  - (g) DSC interactions with the service provider sector fosters the development of an efficient, strong, fair and innovative market.
27. The Commonwealth will provide WA with detailed data on the reference group cohorts and reference packages for each cohort group under a revised Memorandum of Understanding (MOU) to be agreed between the Commonwealth, NDIA and WA which governs the use of the information. The MOU will include provisions for:
- (a) updating data on reference group cohorts and reference packages as these are refined on the basis of experience of trial and further analysis; and
  - (b) providing additional data and other assistance to WA and/or the Scheme Actuary.
28. WA's nominated actuary (the WA NDIS Scheme Actuary) will continue to:
- (a) Assess the financial sustainability of the WA NDIS sites covered by this Agreement;
  - (b) Assess the risks to that sustainability;
  - (c) Assess on the basis of information held by the DSC in regard to the WA NDIS sites covered by this Agreement, any trends in provision of supports to people with disability;
  - (d) consider the causes of those risks and trends;
  - (e) make estimates of future expenditure on the WA NDIS model;
  - (f) prepare a report of that assessment, consideration and estimation; and
  - (g) prepare a summary of that report and include the estimates described in 28c.
29. At least once each quarter, the WA NDIS Scheme Actuary must make estimates of the future expenditure of the WA NDIS sites covered by this Agreement and advise the Joint Steering Committee (referred to in clause 20c of this Agreement) of the estimates. For this purpose, quarter means a period of three months starting on 1 July, 1 October, 1 January or 1 April.
30. The WA NDIS Scheme Actuary must, on request from the Joint Steering Committee (referred to in clause 20c of this Agreement), provide actuarial information or advice.
31. If the WA NDIS Scheme Actuary has significant concerns about the financial sustainability of the WA NDIS model, or the risk management processes of the DSC in regards to the WA NDIS sites covered by this Agreement, the actuary must report those concerns to the Joint Steering Committee (referred to in clause 20c of this Agreement) as soon as reasonably practicable.



32. The DSC agrees to make arrangements to enable the WA NDIS Scheme Actuary and the reviewing actuary (the Australian Government Actuary (the AGA), to perform their duties as outlined in this Agreement. This will include access to data at client unit record and aggregate level for all services provided in the trial area and the DSC's case management and financial management system in real time on a read only basis.
33. The Parties agree that the arrangements for the WA NDIS Scheme Actuary will mirror the arrangements outlined in the *National Disability Insurance Scheme – Rules for the Scheme Actuary 2013* dated 25 June 2013.
34. Both Parties also agree that the DSC will mirror the risk management arrangements outlined in the *National Disability Insurance Scheme – Risk Management Rules 2013* dated 25 June 2013 for the WA NDIS sites covered by this Agreement.
35. WA agrees that the AGA must, on request from the Joint Steering Committee (referred to in clause 20c of this Agreement), review and report to the Joint Steering Committee on actuarial reports and advice received by the Joint Steering Committee.

## PART 5 – FINANCIAL ARRANGEMENTS

### Financial contributions

36. The Commonwealth will provide a financial contribution to WA of \$93.9million during 2016-17, including contributions under other National Partnerships and cash and in-kind contributions as noted in Table 2. All payments are exclusive of GST.

**Table 2: Estimated financial contributions**

(\$ million)	2016-17
<i>Estimated</i> total budget	190.2
<b>Total Western Australian contribution</b>	96.2
<b>Total Commonwealth contribution</b>	93.9
<i>Participants under 65 years</i>	65.6
<i>Participants over 65 years</i>	7.3
<i>Administration and Evaluation</i>	18.4
<i>Information, Linkages and Capacity Building</i>	2.6
<b>Less Commonwealth contribution from in-kind services</b>	-7.9
<b>Less Commonwealth contribution from other National Partnerships</b>	-18.5
<b>Estimated National Partnership payment</b>	<b>67.6<sup>1</sup></b>

<sup>1</sup> Figures in this table may be subject to rounding.

37. Both the Commonwealth's and WA's share of funding for individual support packages will be provided in cash and through direct provision of services.

38. The Commonwealth programs which are expected to be drawn on in providing direct services include:
- (a) Australian Disability Enterprises;
  - (b) Remote Hearing and Vision Services for Children;
  - (c) Better Start for Children with Disability Initiative;
  - (d) Continence Aids Payment Scheme;
  - (e) Support for Day to Day Living in the Community: A Structured Activity Program;
  - (f) Disability Employment Services - Work Based Personal Assistance;
  - (g) Helping Children with Autism;
  - (h) Hearing Services Program;
  - (i) Improved Support for People with Younger Onset Dementia;
  - (j) Targeted Community Care - Mental Health Respite: Carer Support and Personal Helpers and Mentors component;
  - (k) National Auslan Interpreter Booking and Payment Service;
  - (l) After School Hours Care for Teenagers with Disability;
  - (m) Partners in Recovery: Coordinated Support and Flexible Funding for people with severe and persistent mental illness and complex needs;
  - (n) Respite Support for Carers of Young People with Severe or Profound Disability;
  - (o) Young Carers Respite and Information Services; and
  - (p) Mobility Allowance.
39. The WA programs which are expected to be drawn on in providing direct services include:
- (a) Early Years Consultancy Team;
  - (b) Early Childhood Intervention;
  - (c) Adult Therapy;
  - (d) Behaviour Support Services;
  - (e) Therapy Services;
  - (f) Behaviour/Specialist Intervention;
  - (g) Counselling;
  - (h) Regional/Community Support Teams;
  - (i) Holiday Programs;
  - (j) Respite (centre-based, homes and flexible);

- (k) Community Aids Equipment Program;
  - (l) Individualised Community Living;
  - (m) Personal Care Support;
  - (n) Taxi User Subsidy Scheme;
  - (o) Home and Community Care for people aged under 65 years;
  - (p) Support Aids and Equipment;
  - (q) Home Modifications;
  - (r) Children who are dependent on Technology and Cared for by their families at Home (CATCH) Program;
  - (s) WA Country Health Service Regional Therapy Services;
  - (t) Schools Plus;
  - (u) School Bus Services;
  - (v) Out of Home Care Placements for Children with Disabilities;
  - (w) Additional Placement Support Costs;
  - (x) Provision of Specialised Vehicles;
  - (y) Intensive Family Support;
  - (z) Intellectual Disability Diversion Program;
  - (aa) Legal and Social Awareness (LASA);
  - (bb) Sex Offending Intellectual Disabilities (SOID);
  - (cc) Transitional Accommodation Support Services for the Intellectually Disabled;
  - (dd) Ventilator Dependent Quadriplegic Program;
  - (ee) Community Access; and
  - (ff) Attendant Care in Schools.
40. The balance of cash and in-kind contributions will be finalised by 31 May 2016 for Lower South West and Cockburn/Kwinana and 30 August 2016 for the Ranges Expansion Area, and included as an additional schedule to this Agreement.
41. Offset amounts from the Commonwealth to WA include payments through the National Disability Specific Purpose Payment (NSPP), any payments relating to Pay Equity for the Social and Community Sector (SACS) and the Home and Community Care Program (HACC). These offsets are in addition to payments through this Agreement, with the Commonwealth contribution outlined in Table 3 below.

**Table 3: Offset from National Partnership Payments**

	<b>2016-17 (\$M)</b>
<b><i>Total Repayments by WA</i></b>	18.5

42. It is acknowledged that funding provided through the NSPP, SACS and HACC for the purpose of the WA NDIS sites and NDIS NDIA trial site in the Perth Hills and expansion areas may include pre-existing contractual arrangements by WA and will hence form part of the Commonwealth in-kind contributions to WA NDIS.
43. The costs associated with work to evaluate the comparative trials will be shared equally between the Commonwealth and WA.

### Financial risk management

44. Having regard to the agreed estimated costs of the WA trial, WA will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, WA will meet 100 per cent of any costs associated with the higher population numbers or higher per person funded support costs and 100 per cent of the cash flow risk during the extended and expanded WA NDIS trial from July 2016 to June 2017. The Parties acknowledge that this arrangement provides the maximum incentive for WA to deliver the WA NDIS trial effectively and efficiently.
45. WA will meet 100 per cent of any costs associated with higher population numbers or higher per person funded supports costs and 100 per cent of the cash flow risk during the extended and expanded WA NDIS trial from 1 July 2016 to 30 June 2017.

### Phasing of Participants

46. The estimated participant population covered by the WA NDIS trial is as shown in Table 4.

**Table 4: Under 65 years Participant Numbers**

	<b>Estimated Participants at 30 June 2016</b>	<b>Estimated Participants at 30 June 2017</b>
<b>Lower South West, Cockburn/Kwinana</b>	2,676	4,182
<b>Ranges Expansion Area</b>	-	1,479

47. The estimated intake of participants into the existing Lower South West and Cockburn/Kwinana trial sites, and the Ranges Expansion Area, is set out below in Tables 5 and 6. A detailed phasing schedule will form an appendix to this agreement.

**Table 5: Extended Trial Site (Lower South West and Cockburn/ Kwinana under 65) 2016-17  
Estimated Participant Intake Schedule**

	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016
<b>Estimated Participant Intake</b>	126	125	126	125	126	125
<b>Total Participants</b>	2,802	2,927	3,053	3,178	3,304	3,429

	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017
<b>Estimated Participant Intake</b>	126	125	126	125	126	125
<b>Total Participants</b>	3,555	3,680	3,806	3,931	4,057	4,182

**Table 6: Expanded Trial Site (The Ranges Expansion Area under 65) 2016-17 Estimated Participant Intake Schedule**

	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016
<b>Estimated Participant Intake</b>	-	-	-	245	246	245
<b>Total Participants</b>	-	-	-	245	491	736

	January 2017	February 2017	March 2017	April 2017	May 2017	June 2017
<b>Estimated Participant Intake</b>	124	124	123	124	124	124
<b>Total Participants</b>	860	984	1,107	1,231	1,355	1,479

48. In determining the participant flow, the DSC will need to ensure that there is adequate capacity in funding and resource allocation to allow for crisis and unplanned assessments.
49. WA and the Commonwealth will develop participant phasing arrangements by 31 May 2016 for the Lower South West and Cockburn/Kwinana and 30 August 2016 for the Ranges Expansion Area that are consistent with the agreed funding arrangements. The planned intake will be monitored on a quarterly basis to ensure that it aligns with the allocated funding (cash and in-kind) for that month. Detailed participant phasing will 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;
  - (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; and
  - (e) individual capacity and readiness.
50. The capacity of the DSC to manage the roll-out will be taken into consideration when determining the final roll-out arrangements.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

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

### Review of the Agreement

52. In accordance with clause E23 of the IGA FFR, this Agreement is time limited. The comparative evaluation work provided for under this Agreement will inform any future decision on disability reform in WA.
53. This Agreement is intended to provide funding to support the delivery of disability supports and services.
54. In evaluating the performance of the WA NDIS trial sites, the Parties will assess and compare the delivery of disability supports, services and outcomes in the WA NDIS and the NDIS NDIA trial sites, to help determine and inform the national roll-out of disability reform and any future disability reform in WA.
55. As part of this process, the Parties will consider whether the overall objectives, outcomes and/or outputs of the Agreement have been achieved and whether service levels have been raised in an effective, efficient and appropriate manner;
56. The Parties agree that after the expiry of the Agreement they will provide ongoing support to participants in trial sites on the basis of the cost sharing arrangements specified in clauses 18 and 19 until transition to a full scheme commences or until an agreement is made covering ongoing support to trial participants supported during the WA NDIS trial.

## Variation of the Agreement

57. The Agreement may be amended at any time by agreement in writing by all the Parties.
58. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

## Delegations

59. The relevant Commonwealth Minister with portfolio responsibility for disability reform is authorised to agree and amend Schedules, including Implementation Plans, to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made.
60. The WA Minister with portfolio responsibility for disability reform is authorised to agree and amend Schedules, including Implementation Plans, to this Agreement.
61. The Commonwealth Minister may delegate the assessment of project-based performance benchmarks or milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

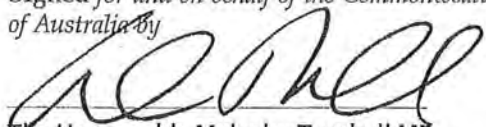
## Dispute resolution

62. Any Party may give notice to other Parties of a dispute under this Agreement.
63. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
64. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

National Partnership Agreement on the Extension and Expansion of the Trial of WA NDIS Sites

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

Signed for and on behalf of the Commonwealth  
of Australia by



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

27 April 2016

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



The Honourable Colin Barnett MLA  
Premier of the State of Western Australia

April 2016

27 APR 2016



# Joint Steering Committee on Disability Reform in Western Australia – Terms of Reference

## NATIONAL PARTNERSHIP ON THE EXTENSION AND EXPANSION OF THE TRIAL OF WA NDIS SITES

The Joint Steering Committee on Disability Reform in Western Australia (the Committee) will oversee the progress and evaluation of disability reform in Western Australia.

The Committee's focus will be on trial sites in the Perth Hills, Bayswater, Bassendean, Chittering, Toodyay, York and Northam, Lower South West, Cockburn/Kwinana, Armadale, Murray and, Serpentine-Jarrahdale LGAs. These sites will test two different approaches to the delivery of disability services. The lessons learned from these trials will inform the national roll-out of disability reform.

The Committee will be responsible for:

1. sharing data information about progress and issues across each of the trial sites;
2. providing information on issues of relevance or possible interest to other jurisdictions at the Disability Policy Group/Senior Officials Working Group meetings;
3. providing advice to both Governments on issues emerging in any of the trial sites;
4. agreeing approaches to communications in relation to the comparative trials;
5. resolving issues as they emerge, including issues relating to the provision of in-kind services, interfaces with mainstream services and continuity of support;
6. commissioning qualitative and quantitative evaluation work and oversight of the independent comparative evaluation of the two trial models including providing advice to both Ministers on the terms of reference and reviewing reports for the independent comparative evaluation;
7. providing advice to both Governments on the financial performance of the trial sites; and
8. providing information to both Governments on the degree of consistency in:
  - (a) the approach to eligibility;
  - (b) the provision of reasonable and necessary supports; and
  - (c) the outcomes achieved across each of the trial sites.

### Reporting

The Committee will report to the Western Australia Minister for Disability Services and the

Commonwealth Minister for Social Services.

Reports to Ministers will be provided quarterly, as well as in response to requests for information or emerging or urgent issues.

## Review Date

The Committee will operate until 30 June 2017. The need for any extension of the Committee will be considered and decided jointly by the Western Australian and Commonwealth Governments in May 2017.

## Meetings

Meetings will be held quarterly.

Meetings will be held either in Western Australia, or via telepresence.

Secretariat support will be provided by the WA Department of the Premier and Cabinet.

## Membership

- Deputy Director General, WA Department of the Premier and Cabinet (co-chair)
- Deputy Secretary, Department of the Prime Minister and Cabinet (co-chair)
- Director General, WA Disability Services Commission
- Deputy Secretary, Department of Social Services
- WA Mental Health Commissioner
- CEO NDIA (the CEO can alternatively delegate to the State Manager)
- Community representative from Perth Hills Local Advisory Group
- Representative from the WA NDIS Reference Group

The representatives from the Local Advisory Group and the WA NDIS Reference Group will consult with their respective groups about issues considered by the Committee.