

**SCHEDULE H: BILATERAL AGREEMENT FOR THE
EXTENSION AND EXPANSION OF THE NATIONAL
DISABILITY INSURANCE SCHEME NATIONAL
DISABILITY INSURANCE AGENCY TRIAL BETWEEN
THE COMMONWEALTH AND WESTERN AUSTRALIA**

BILATERAL SCHEDULE H - Western Australia

Part 1 — Parties to this Agreement

Parties to this Agreement

1. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the State Government of Western Australia (WA) (the Parties).

Part 2 — Role and Purpose

Role and Purpose of this Agreement

2. This Agreement will allow for the extension and geographical expansion of the National Disability Insurance Scheme (NDIS) National Disability Insurance Agency (NDIA) trial site in WA.
3. This Agreement is a new schedule to the Intergovernmental Agreement IGA NDIS signed on 7 December 2012 and builds on Schedule G signed on 31 March 2014.
4. This Agreement should be read in conjunction with a number of the Annexes of the IGA NDIS being:
 - a. Annex C: Portability Arrangements
 - b. Annex D: Principles to Determine the Responsibilities of the NDIS and other Services Systems; and
 - c. Annex E: Continuity of Support.
5. This Agreement builds on the Agreement between the Commonwealth and Western Australian Governments for disability reform in Western Australia signed on 5 August 2013. The Agreement provided for a two year trial of two service delivery models via:
 - a. a National Partnership Agreement on Trial of *My Way* Sites, to test the WA NDIS *My Way* model delivered by the WA Disability Services Commission (DSC) under State legislation, with additional Commonwealth Government funding from 1 July 2014. The WA NDIS sites cover the Lower South West DSC region and the Cockburn/Kwinana DSC region;
 - b. Schedule G to the Intergovernmental Agreement for the National Disability Insurance Scheme Launch (the IGA NDIS), to test the NDIS model delivered by the NDIA in the Perth Hills area under national governance arrangements set out in the *National Disability Insurance Act 2013* (the NDIS Act 2013).
6. This Agreement provides for the:
 - a. extension of the NDIA trial site in the Perth Hills area for 12 months until 30 June 2017; and
 - b. expansion of the trial from 1 January 2017 into the Local Government Areas (LGAs) of Bayswater, Bassendean, Chittering, Toodyay, York and Northam (expansion sites), covering a total of 1,223 people by 30 June 2017.

7. The extension and expansion of the trial of the WA NDIS model delivered by the DSC is set out in the new National Partnership Agreement on Extension and Expansion of the Trial of WA NDIS Sites (the NPA).
8. The extension and expansion of the trial will allow for the assessment and comparison of the different approaches to disability services and help determine and inform the national roll-out of the NDIS in Western Australia and nationally.
9. Following the period of the extended and expanded WA NDIS trials, the phased state-wide roll out of the NDIS will commence in Western Australia 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.
10. This Agreement covers arrangements for the NDIS NDIA trial site in WA. It outlines how the NDIS is expected to operate in the NDIA trial sites, including the respective roles and responsibilities of the Commonwealth and the WA Governments. It also covers the role of the Joint Steering Committee to oversee the progress and evaluation of both the NDIS NDIA and WA NDIS sites.
11. The Agreement operates alongside the NDIS Act 2013 and associated rules. WA has entered into this Agreement to extend and expand the implementation of the NDIS trials in WA. Consistent with paragraph 129 of the IGA NDIS, this Agreement may be amended at any time by agreement in writing by the Parties.

Trial Site Aims

12. In addition to the objectives of the NDIS trial outlined in the IGA NDIS and the NDIS Act 2013, extension and expansion of the trial will have the following further specific aims:
 - a. to test one of two different approaches to the delivery of disability services, both of which aim to ensure eligible participants are able to access reasonable and necessary individualised services and supports (refer the NPA);
 - b. to contribute to ongoing comparative evaluations of the services and outcomes in the WA NDIS sites referred to in the NPA and the NDIA NDIS trial referred to in this Agreement;
 - c. share lessons from the trial to help determine and inform the national roll-out of disability reform; and
 - d. preserve and enhance the investments that WA has made in its disability sector.

Part 3 – National Disability Insurance Scheme – Trial

Features of the Western Australian Trial Site

13. The NDIS NDIA trial site will continue to operate in the Perth Hills region, covering the LGAs of Kalamunda, Mundaring and Swan until 30 June 2017.
14. The NDIS NDIA trial will be expanded to include the LGAs of Bayswater, Bassendean, Chittering, Toodyay, York and Northam.
15. By 30 June 2017 approximately 4,078 people are expected to benefit from the continuation of the Perth Hills trial, as set out in Appendix A.

16. By 30 June 2017 approximately 1,223 people are expected to benefit from the trial of the NDIA NDIS in Bayswater, Bassendean, Chittering, Toodyay, York and Northam LGAs, as set out in Appendix A.
17. Participants in the trial site will receive ongoing support until transition to a full scheme commences or an agreement is made covering ongoing support to trial participants.
18. The Commonwealth will ensure that there is adequate capacity in the NDIA to allow for crisis responses and unplanned assessments.

Areas of Agreement for Trial

19. The extension of the Perth Hills trial of the NDIS in WA will commence on 1 July 2016 and will cover a one year period to end on 30 June 2017.
20. The expansion of the WA trial to the Bayswater, Bassendean, Chittering, Toodyay, York and Northam LGAs will commence with new participants entering the scheme from 1 January 2017 to 30 June 2017.
21. The Parties agree that the process for phasing in participants of the NDIS NDIA trial will be undertaken within the agreed roll-out arrangements (Appendix B). The NDIA, WA and the Commonwealth will work collaboratively to develop detailed participant phasing arrangements that are consistent with agreed funding provisions by 31 May 2016 for the extension of the Perth Hills trial and 30 September 2016 for the expansion sites.
22. The approved intake of NDIS-eligible participants will be monitored on a quarterly basis and the NDIA will take all reasonable action to ensure that the approved intake aligns with the allocated NDIS funding (cash and in-kind). The capacity of the NDIA to manage the roll-out, and the residual cost to Western Australia, will be taken into consideration when determining the final roll-out arrangements.
23. This Agreement is a new schedule to the IGA NDIS signed on 7 December 2012. The provisions in the IGA NDIS and its annexes will continue to apply.
24. People who enter the NDIS trial under the age of 65 years will have the choice of continuing to receive support through the NDIS or transitioning to the aged care system once they turn 65 years. This reflects the principle of choice and control and ensures people have continuity of care as they age.
25. The Parties agree that, for the trial period, the Commonwealth will cover the costs of participants who turn 65 years after entering the scheme at a younger age, on the basis that negotiations to determine and implement changes to the roles and responsibilities of the WA and Commonwealth Governments are continued and are 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.
26. The existing WA quality assurance system for service providers will continue to apply in the NDIS Perth Hills and expansion sites. WA will identify details of the existing participant support programs in the Perth Hills and expansion sites and provide this information to the NDIA for the purposes of registering providers under the NDIS. The Commonwealth and the NDIA will identify details of Commonwealth-funded support program providers in the Perth Hills and expansion sites and provide this information to the DSC for the purposes of applying the WA quality assurance system. Revised working arrangements between WA and the NDIA to ensure appropriate management and monitoring against these quality assurance frameworks will be developed.
27. The Parties agree that, for the extension and expansion of the NDIS NDIA trial, the Integrated Performance Framework at Appendix F will apply.

Human Resourcing

28. The Commonwealth agrees that the first offer of employment for the NDIA should be to appropriately skilled WA Government disability staff.
29. The Parties are committed to providing opportunities for staff members from the DSC to be seconded to the NDIA, subject to merit-based recruitment. WA is committed to making its best endeavours to ensure appropriate staff are available to undertake the Local Area Coordination roles. The Parties agree that the NDIA can undertake external recruitment activity at the same time that it is undertaking first offer processes with DSC staff in the comparative trial sites.
30. Before commencement of the extension and expansion of the trial, the Parties agree to develop a comprehensive agreement to govern the secondment, contracting or assignment of WA officers and transfer of any functions to the NDIA.
31. The Parties agree to facilitate secondment or non-ongoing movement of WA Government disability staff to the NDIA during the trial extension and expansion period.

Communication and Consultation

32. A joint communications strategy regarding the extension and expansion of the WA NDIS trials will be developed between the State and Commonwealth Governments.
33. The Parties and the NDIA agree that the existing Local Advisory Group to advise on the NDIS trial will be expanded to include representatives from the expansion sites consistent with the Terms of Reference at Appendix D.
34. The Parties commit to open and transparent information sharing about all aspects of the operations in the NDIS NDIA for the Perth Hills and the expansion sites to ensure continuity of support, financial accountability and effective interactions with supports and services outside the NDIS, subject to privacy and other requirements. This will include sharing data to enable ongoing actuarial assessment of the NDIS NDIA trial sites and comparison with the equivalent assessment of the WA NDIS trial sites.
 - a. The Parties agree that the actuarial assessment of financial sustainability in the NDIS NDIA trial site in the Perth Hills and expansion sites will be conducted in accordance with Part 6A, sections 180A to 180F (inclusive) of the NDIS Act 2013.
35. The Perth Hills and the expansion sites will be used to collect qualitative and quantitative data and information relevant to the WA trial and this, taken together with the outcomes from the other trial sites, will be shared with all governments and any organisation contracted to independently evaluate the other NDIS trials in order to facilitate national data collection and consolidation that will contribute to the analysis of costs, liabilities, service interventions, service delivery models and implementation strategies.
36. Data collection and management will take account of interests of people with disability and relevant legislation. The data management approach including data collection, storage and transfer will be agreed between the Commonwealth, NDIA and WA and reflected in a revised Memorandum of Understanding (MoU) by June 2016.
37. The Parties agree to ensure that prior agreement is reached on the nature and content of events, announcements, promotional material or publicity relating to activities under this Agreement, excluding operational matters, and that the roles of the Parties will be acknowledged and recognised appropriately.

Interactions with Existing Legislation

38. This Agreement is to be considered in conjunction with existing Western Australian legislation. WA will endeavour to provide the NDIA with any relevant updates to the list over the course of the NDIS trial, as and when it becomes necessary because of changes to Western Australian legislation and/or the NDIS legislative framework. The purpose of this non-definitive list is to assist the NDIA to be aware of, and comply with, Western Australian law. It does not affect the statutory rights and obligations of the Parties or the NDIA. This could include the following Western Australian legislation:
- a. Carers Recognition Act 2004;
 - b. Children and Community Services Act 2004;
 - c. Commissioner for Children and Young People Act 2006;
 - d. Disability Services Act 1993;
 - e. Equal Opportunity Act 1984;
 - f. Guardianship and Administration Act 1990;
 - g. Health Act 1911;
 - h. Health and Disability Services (Complaints) Act 1995;
 - i. Hospitals and Health Services Act 1927;
 - j. Mental Health Act 1996;
 - k. Motor Vehicle (Third Party Insurance) Act 1943;
 - l. Motor Vehicle (Catastrophic Injuries) Act 2016;
 - m. Parliamentary Commissioner Act 1971;
 - n. School Education Act 1999;
 - o. Volunteers and Food and Other Donors (Protection from Liability) Act 2002;
 - p. Workers' Compensation and Injury Management Act 1981;
 - q. Civil Liability Act 2002;
 - r. Public Trustee Act 1941; and
 - s. Pay-roll Tax Assessment Act 2002 (s.41C).

Financial Contributions

39. The Parties agree to contribute to the NDIS NDIA trial in Perth Hills and expansion sites in accordance with Appendix A.
40. WA and Commonwealth contributions to NDIS package costs for the trial sites will be held in a separate account by the NDIA.
41. The Parties recognise that to give effect to choice and control of individuals within the trial site, in-kind contributions should transition to cash contributions to the greatest extent possible and as quickly as possible.

42. Consistent with the IGA NDIS, the Commonwealth will meet 100 per cent of any costs associated with higher population numbers or higher per person NDIS funded supports costs and 100 per cent of the NDIA's cash flow risk during the trial.

Overspends and Underspends

43. If, at the end of the funding period, costs are less than the anticipated funding commitments set out in this Schedule and WA's actual contribution is a different proportion of actual cost, compared to WA's proportion of expected costs, an additional adjustment will be made that will be either:
- a. a payment from WA 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 WA if the actual contribution was a larger share of actual cost than the jurisdiction's share of expected costs.
44. Arrangements for overspends and underspends in all other circumstances are outlined in the IGA NDIS.
45. If at the end of the 2016-17 extended and expanded trial period there is a net underspend, WA's share of this underspend will be refunded to WA, or taken into account in determining WA's contribution in the following year, depending on any agreed arrangements for the transition to full scheme.

Joint Steering Committee

46. The Parties agreed to the continuation of the Joint Steering Committee to oversee the progress and evaluation of the NDIS NDIA trial sites and the WA NDIS sites.
47. Terms of Reference for the Joint Steering Committee are at Appendix C of this Agreement.

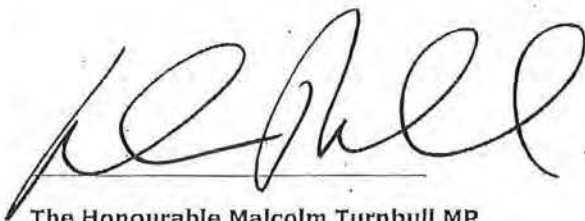
Evaluation

48. 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, will build on evaluative work conducted to date.
49. The Parties agree to commission a comparative actuarial assessment. The actuarial assessment will be conducted jointly by the NDIA Scheme Actuary and WA NDIS Scheme Actuary, with further quantitative assessments to be agreed by the Joint Steering Committee.
50. The evaluative work will be overseen by the Joint Steering Committee, for comparing the operation of the sites.
51. Costs of further evaluative work will be shared equally between the Commonwealth and WA Governments.
52. The evaluation will inform decisions about any extension of this Agreement and will feed into any future disability reform in WA.

Schedule H: Bilateral Agreement for Extension and Expansion of the NDIS NDIA Trial between the Commonwealth and Western Australia

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

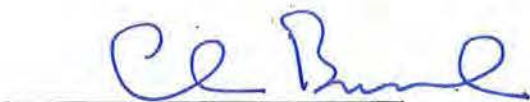
Signed for and on behalf of the Commonwealth of Australia by

A handwritten signature in black ink, appearing to read 'M Turnbull', written over a horizontal line.

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

DATE 27 APR 2016

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

A handwritten signature in blue ink, appearing to read 'C Barnett', written over a horizontal line.

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

DATE 27 APR 2016

Appendix A – Funding Arrangements for Trial

1. The Commonwealth and WA agree that the estimated participant population covered by the Perth Hills¹ and expansion sites² NDIS trial for under 65s is as shown in Table 1.

Table 1 – Estimated population in 2016-17

Estimated population in 2016-17	Perth Hills	Expansion sites
Estimated participants at 30 June 2016	2,493	-
Estimated participants at 30 June 2017	4,078	1,223
Total eligible population at 30 June 2017	4,078	1,948

2. The Parties agree that the process for phasing in participants of the NDIS trial will be undertaken within the agreed roll-out arrangements (Appendix B). Appendix B sets out the planned intake of the expected number of participants over the trial. The NDIA, WA and the Commonwealth will work collaboratively to develop participant flow arrangements that are consistent with the agreed funding arrangements by 31 May 2016 for the extension of the Perth Hills trial and by 30 September 2016 for the expansion sites. The planned intake in Appendix B will be monitored on a quarterly basis to ensure that it aligns with the allocated NDIS funding (cash and in-kind) for that quarter. The capacity of the NDIA to manage the roll-out will be taken into consideration when determining the final roll-out arrangements.
3. This estimate is based on the following assumptions:
 - a. Productivity Commission estimates of eligible Tier 3 national population; and
 - b. advice from the WA and NDIA actuaries.
4. The estimated total cost of NDIS funded supports to the agreed participant profile in Table 1 is shown in Table 2 (under 65s cost shown only).

Table 2 – Estimated cost of funded supports in 2016-17

Estimated costs in 2016-17	Perth Hills (\$m)	Expansion sites (\$m)
Estimated total cost of NDIA funded supports, for participants under 65 years of age	130.36	12.13
Estimated total cost of NDIA funded supports, for participants over 65 years of age	6.62	0.34
Estimated total cost of NDIA funded supports	136.98	12.47

¹ Perth Hills is comprised of the LGAs of Kalamunda, Mundaring and Swan.

² Expansion sites are comprised of the LGAs of Bayswater, Bassendean, Chittering, Toodyay, York and Northam.

Commonwealth Contribution

5. The Commonwealth will provide a financial contribution equivalent to 40.6 per cent of package costs to support trial participants under the age of 65 during the trial and 100 per cent of package costs to support trial participants over the age of 65 years. The Commonwealth's contribution for NDIS funded supports is shown in Table 3.

Table 3 – Commonwealth Contribution in 2016-17

Commonwealth Contribution	Perth Hills (\$m)	Expansion sites (\$m)
Commonwealth's contribution to package costs under 65 years	52.90	4.92
Commonwealth's contribution to package costs over 65 years	6.62	0.34
Commonwealth's contribution to total package costs	59.52	5.27

6. The Commonwealth's share of funding for individual support packages will be provided in cash and through direct provision of services.
7. The Commonwealth programmes which are expected to be drawn on in providing direct services include:
- a. Disability Employment Services
 - b. Australian Disability Enterprises;
 - c. Remote Hearing and Vision Services for Children;
 - d. Better Start for Children with Disability Initiative;
 - e. Continence Aids Payment Scheme;
 - f. Support for Day to Day Living in the Community: A Structured Activity Program;
 - g. Disability Employment Services - Work Based Personal Assistance;
 - h. Helping Children with Autism;
 - i. Hearing Services Program;
 - j. Improved Support for people with Younger Onset Dementia;
 - k. Targeted Community Care - Mental Health Respite: Carer Support and Personal Helpers and Mentors component;
 - l. National Auslan Interpreter Booking and Payment Service;
 - m. After School Hours Care for Teenagers with Disability;
 - n. Partners in Recovery: Coordinated Support and Flexible Funding for people with severe and persistent mental illness and complex needs;
 - o. Respite Support for Carers of Young People with Severe or Profound Disability;
 - p. Young Carers Respite and Information Services; and

- q. Mobility Allowance.
8. The Commonwealth will pay for all NDIS-related administration and system support costs associated with the trial.

Western Australian Contribution

9. WA will provide a financial contribution equivalent to 59.4 per cent of package costs to support trial participants under the age of 65 during the trial. WA's share of the cost of NDIS funded supports is shown in Table 4.

Table 4 – WA Contribution in 2016-17

WA Contribution	Perth Hills (\$m)	Expansion sites (\$m)
WA contribution to package costs	77.46	7.21

10. The WA's share of the cost for NDIS funded supports will be provided in cash and through direct provision of services. The WA programmes which are expected to be drawn on in providing direct services include:
- a. Early Childhood Intervention;
 - b. Adult Therapy;
 - c. Behaviour Support Services;
 - d. Therapy Services;
 - e. Behaviour/Specialist Intervention;
 - f. Counselling;
 - g. Regional/Community Support Teams;
 - h. Holiday Programs;
 - i. Community Access;
 - 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 (<65);
 - 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. Attendant Care in Schools;
- 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. Early Years Consulting Team; and
- ff. WA Country Health Service Regional Therapy Services.

11. The Parties agree that there will be further work that needs to occur in order to finalise the balance of cash and in-kind contributions. This will be completed by 30 June 2016, and reflected in Appendix E to this Agreement.

Arrangements for Intergovernmental Payments

12. The Parties agree that intergovernmental payments currently provided by the Commonwealth to WA for the purpose of providing disability services to individuals should be repaid to the NDIA on behalf of the Commonwealth commensurate with the expected participant numbers in the NDIS NDIA trial as a proportion of the total expected NDIS NDIA participant numbers in WA.
13. Intergovernmental payments include the Commonwealth contribution to the WA Home and Community Care Program (HACC), payments made through the National Disability Specific Purpose Payment (NSPP), and any payments relating to Pay Equity for the Social and Community Sector (SACS).
14. WA agrees to pay the NDIA on behalf of the Commonwealth, in-kind or cash services to the equivalent value of \$16.3 million, in instalments during the 2016-17 financial year, at the same time as the contributions to NDIS funded supports, as outlined in paragraphs 32 – 39 of the IGA NDIS.
15. It is acknowledged that part of the in-kind contribution identified in paragraph 15 will be funded from the NSPP, HACC, and any payments related to SACS. The proportion of in-kind contribution which should be counted as a Commonwealth contribution, because it is funded through the NSPP and HACC, will be agreed between the Commonwealth and WA once the mix of in-kind and cash has been finalised.

Appendix B – Planned Intake of Participants

1. On the basis of the agreed funding and the population assumptions, it has been agreed that the proposed participant flow will be as per Table 1 in Appendix A above.
2. It is expected that participants will be phased into the NDIS NDIA trial on a quarterly basis, with a four month ramp up, as set out in Tables 1 and 2, with the expansion sites, commencing 1 January 2017³.

Table 1 – Participant intake by quarter in Perth Hills

Participant intake in Perth Hills	Jul to Sep 2016	Oct to Dec 2016	Jan to Mar 2017	Apr to Jun 2017	Total
Estimated total consumer population	396	396	396	396	1,585

Table 2 – Participant intake by quarter in Expansion sites

Participant intake in expansion sites	Jul to Sep 2016	Oct to Dec 2016	Jan to Mar 2017	Apr to Jun 2017	Total
Estimated current DSC consumer population	0	0	475	475	950
Estimated new consumers and current consumers of other service systems	0	0	136	137	273
Total	0	0	611	612	1,223

3. In determining the participant flow, the NDIA will need to ensure that there is adequate capacity in funding and resource allocation to allow for crisis and unplanned assessments.
4. It is further agreed that in determining the participant flow, details of how current consumers within programs will be transitioned into the trial will be agreed by 30 September 2016, with priority given to existing DSC consumers who were due to transition prior to 30 June 2016, and attached to this Agreement as a separate appendix.
 - a. The Parties will work with the NDIA to ensure that agreed phasing of participants will be managed to minimise
 - i. the risk of scheme costs exceeding the total funding for the trial period; and
 - ii. the residual cost borne by the State of existing clients who have not yet transitioned into the trial sites.

³ Expansion sites are comprised of the LGAs of Bayswater, Bassendean, Chittering, Toodyay, York and Northam.

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;
 - 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.

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

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.

Appendix D – NDIS Trial Local Advisory Group – Terms of Reference

Chair

The Local Advisory Group will be co-chaired by the National Disability Insurance Agency WA Manager (or the NDIA WA Director of Engagement) and another member elected at the first meeting, who should be a non-government representative.

Membership

The Local Advisory Group will comprise:

- The National Disability Insurance Agency (NDIA) WA Manager or the NDIA WA Director of Engagement;
- The WA Disability Services Commission appointed representative;
- A NDIA Board member from WA; and
- At least twelve representatives from across the trial sites, at a minimum:
 - five consumers (Disability and Mental Health)
 - one carer and/or family member
 - one Mental Health service provider
 - one Disability service provider
 - one consumer representative organisation
 - one service provider peak organisation
 - one local government representative
 - one mainstream service system provider, such as justice, education and/or health.

Representatives will be agreed by the NDIA, the WA Disability Services Commission and the WA Mental Health Commission.

Term and Meetings

The expanded Local Advisory Group will be convened as soon as practicable. The revised Terms of Reference will be endorsed by the Local Advisory Group at its first meeting.

The Local Advisory Group will meet monthly until the additional trial sites commence from 1 January 2017. The Local Advisory Group will continue to meet on an as-needs basis after the commencement of the additional trial sites.

The Local Advisory Group and its Terms of Reference will be reviewed by the NDIA, the WA Disability Services Commission and the WA Mental Health Commission in September 2017.

Objectives

The Local Advisory Group will be responsible for providing advice on the implementation of the National Disability Insurance Scheme in the WA Perth Hills and additional trial sites.

The Local Advisory Group will provide advice to the Joint Steering Committee and the NDIA Board.

Scope

The scope of the Local Advisory Group is to provide advice, in particular:

- Provide feedback on preparation for the expansion of the trial sites, including participant and provider expectations;
- Share local knowledge of service provision and the experience of people with disability;
- Advise on localised communication requirements to match objectives of the trial sites; and
- Make connections between NDIS objectives and local requirements.

The Local Advisory Group will not be a decision-making forum. It will be a mechanism where members, the NDIA and the WA Disability Services Commission are able to discuss and seek resolution at a local level.

Operations and Resources

Meetings will be held face-to-face. The WA NDIA Office will provide secretariat support.

Reporting

Actions, outcomes and advice will be recorded and distributed to all members prior to being provided to the Joint Steering Committee and the NDIA Board.

Appendix E - Western Australia Balance of Cash and In-kind Contributions

1. This appendix will be completed at a future date.

Appendix F - Integrated National Disability Insurance Scheme Performance Reporting Framework

Purpose

1. This Schedule sets out the mechanisms that will be used to assess the performance of the National Disability Insurance Scheme (NDIS) and specifies how that performance will be reported.
2. It incorporates relevant content contained in the Annex to the Intergovernmental Agreement on NDIS Launch on performance reporting, which is superseded for the remainder of trial by this appendix.
3. The Parties agree that a number of the outcome measures relating to the National Disability Insurance Agency's (NDIA) outcomes framework, and its Goal Attainment Scale, are currently being piloted, and any variation will be agreed in accordance with the IGA NDIS.

Integrated NDIS Performance Reporting Framework

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

NDIS Performance

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

NDIA Operational Performance

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

NDIS Activity in Jurisdictions

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

Data Sources

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

Level A – NDIS Annual Performance

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

Table 1: NDIS Outcomes, KPIs and Performance Measures

Outcome	KPIs	Performance Measures
1. People with disability lead lives of their choice	1.1 People with disability achieve their goals for independence, social and economic participation	1.1.1 Proportion of participants, and their families and carers, who report improved economic and social outcomes (as measured by the NDIA outcomes framework) 1.1.2 Proportion of participants who attain the goals outlined in their plans (as measured by the NDIA's Goal Attainment Scale) 1.1.3 Participant satisfaction
	1.2 Increased mix of support options and innovative approaches to provision of support in response to assessed need	1.2.1 Mix and number of provider services 1.2.2 Proportion of participants with capacity building supports
	1.3 People with disability are able and are supported to exercise choice	1.3.1 Proportion of participants, and their families and carers, who report being able to exercise choice (as measured by the NDIA outcomes framework)
2. NDIS is a financially sustainable, insurance-based NDIS	2.1 Effective estimation and management of short-term and long-term costs	2.1.1 Comparison of actual expenditure against projected expenditure 2.1.2 Changes in medium and long-term expenditure projections 2.1.3 Projected expenditure matches projected revenue over the medium-term and long-term 2.1.4 NDIA operating expenses ratio 2.1.5 Reduction of long-term cost trends against population, price and wages growth 2.1.6 Estimated future lifetime costs of support for current clients (NPV) - including disaggregation for new and existing clients by client group
	2.2 Benefits are realised from targeted investment strategies in enhanced disability support	2.2.1 Effectiveness of early intervention in reducing estimated lifetime costs of support measured: - in the short-term through case studies which include targeted investment - in the long-term through estimated returns from this investment
3. Greater community inclusion of people with disability	3.1 People with disability are able to access support from mainstream services	3.1.1 Referrals to mainstream services (participants and non-participants through Information, Linkages and Capacity Building (ILC)) 3.1.2 Proportion of participants accessing mainstream services
	3.2 Community awareness of people with disability	3.2.1 Activities undertaken by the NDIA to increase community awareness of the issues that affect people with disability.
	3.3 Effectiveness of Local Area Coordination (LAC) and other funded community capacity building	3.3.1 Number of people supported through ILC

Level B – Quarterly NDIA Performance Reporting

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

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

Table 2: Quarterly Reporting from the NDIA Board to the DRC

Outcome	Measures	Indicators
1. People with disability lead lives of their choice	1.1 Outcomes for participants and their families	1.1.1 Proportion of participants, and their families and carers who report improved economic and social outcomes (as measured by the NDIA outcomes framework) 1.1.2 Proportion of participants who attain the goals outlined in their plans (as measured by the NDIA's Goal Attainment Scale) 1.1.3 Participant satisfaction, complaints, internal reviews and AAT appeals.
	1.2 Provision of support in response to assessed need	1.2.1 Number of registered service providers by characteristics and market profile 1.2.2 Access request to receiving support within different timeframes
	2.1 Participant characteristics and their families	2.1.1 Access requests made by outcome 2.1.2 Eligible participants against bilateral targets, including key characteristics 2.1.3 Participants with approved plans against bilateral targets 2.1.4 Trends in plan approvals 2.1.5 Access request to plan approval within different timeframes 2.1.6 Ineligible participant numbers and key characteristics
		2.2 Support packages 2.2.1 Committed support 2.2.2 Actual payments 2.2.3 Average and median package costs by sub-groups of the population and for all participants compared with the expected averages and medians, including trends 2.2.4 Details of participants with second plans, including length and value of supports 2.2.5 Distribution of package costs
2.3 Projections	2.3.1 Cost of the NDIS in dollar terms and as a percentage of GDP (split by participants aged under 65 and over 65). This measure will include NDIA operating costs 2.3.2 Description of investment in research and innovation.	
3. Greater community inclusion of people with disability	3.1 Mainstream services	3.1.1 Number of participants accessing mainstream services by service type
	3.2 LAC	3.2.1 Number of participants and other people with disability supported by LACs by participant characteristics 3.2.2 Descriptions of activities undertaken on ILC including dollars spent by regions and activities
	3.3 ILC	3.3.1 Number of participants and other people with disability supported by ILC activities by participant characteristics 3.3.2 Descriptions of activities undertaken on ILC including dollars spent by regions and activities

Level C – NDIS Activity in Jurisdictions

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

Release of Information

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

Relationship to NDIS Evaluation Strategy

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