

Memorandum of Understanding

between

National Disability Insurance Agency

and

HealthShare NSW

and

Hunter New England Local Health District

for the Provision of Assistive Technology in NSW

1. INTRODUCTION

Purpose

- 1.1. The Commonwealth and NSW Governments have entered into the "Intergovernmental Agreement for the National Disability Insurance Scheme (NDIS) Launch" for operational and funding details for the rollout of the NDIS in launch sites.
- 1.2. This Intergovernmental Agreement provides for, amongst other things, details of the planned cash and in-kind contributions to the NDIS under which existing services have been nominated by the NSW Government as in-kind contributions.
- 1.3. The NSW Government (through NSW Health) has nominated a number of Assistive Technology (AT) programs administered by HealthShare NSW through EnableNSW on behalf of Hunter and New England Local Health Service (HNELHD) as in-kind contributions for this purpose in the launch site in the Hunter area.
- 1.4. This Memorandum of Understanding (MOU) outlines the operational arrangements between the EnableNSW managed programs determined as in-kind by the NSW Government, Hunter New England Local Health District (HNELHD) and the National Disability Insurance Agency (NDIA) during the Hunter launch.

Key Principles

- 1.5. The parties agree that the key principles of cooperation are the Principles to Determine the Responsibilities of the National Disability Insurance Scheme and Other Service Systems (the Principles). The Principles guide the interface between the scheme and the eleven other key service systems including health, mental health, early childhood development, child protection and family support, justice including forensic services and youth justice, and aged care.
- 1.6. The parties recognise that they have a mutual interest in ensuring that people with disability and their carers receive the supports that they need as assessed as reasonable and necessary by the NDIA.
- 1.7. The parties are committed to ensuring that people with a disability receive the AT supports approved by NDIA in a timely manner.
- 1.8. The parties acknowledge the need to work together in a continuous and collaborative way to achieve the potential benefits arising from effective management of NDIS participants. The parties also recognise that they are pursuing objectives and implementing to differing timelines and with differing resources.

2. COMMENCEMENT AND OPERATION

Commencement

- 2.1. This MOU commences on 1 July 2013 and will expire on 30 June 2016, unless terminated earlier or extended by written agreement of the parties or in accordance with clause 12.2 (Termination).

Operation

- 2.2. The parties do not intend any provision of this MOU to be legally enforceable. However, that does not lessen the parties' commitment to this MOU.

3. ENABLENSW AT PROGRAMS

3.1. EnableNSW AT programs which are in-kind contributions for the purpose of this MOU are:

(a) Aids and Equipment Program (AEP)

The AEP provides clinically appropriate aids/equipment in the core areas of mobility, self-care and communication to assist eligible NSW residents with long-term/permanent disability or chronic health problems to live and participate in their home and community. Equipment specifically required for treatment, work or recreation is not provided.

(b) Prosthetic Limb Service (PLS)

clarify this interim

The PLS funds the provision, replacement and repair of prosthetic limbs to eligible residents of NSW. The PLS funds the totality of prosthetic service provision for amputees, from fitting of the Interim (first) prostheses (generally in the inpatient phase or early outpatient phase) for early rehabilitation, through to long term provision of prosthetic limbs for whole of life. Clinical management and care (including all scripting of limbs) is the responsibility of the treating health facility.

(c) Home Ventilation Programs (HVP)

The Adult HVP provides assistance to adults with tetraplegia who require mechanical ventilation 24 hours per day, are medically stable and assessed as suitable for transfer from hospital to the community. Funding is provided for prescribed mechanical ventilation equipment, associated respiratory consumables and care by specially trained personal care attendants.

The Children's HVP provides assistance to children dependent on mechanical ventilation, with significant care needs who can be safely cared for in a community setting, to assist families to care for their child at home. This program is not targeted for people who have a degenerative condition (e.g. motor neurone disease or spinal muscular atrophy).

3.2. Other EnableNSW programs, such as the Home Respiratory Program, may be assessed by EnableNSW on a discretionary basis as an in-kind contribution as part of an overall package of support for a NDIS participant.

3.3. Where agreed between EnableNSW and NDIA, EnableNSW will facilitate the provision of other EnableNSW services or programs as not in-kind contributions in accordance with NSW Health Policy Directives and Prescription and Provision Guidelines.

4. ENABLENSW OPERATIONAL FRAMEWORK TO SUPPORT NDIS PARTICIPANTS

4.1. EnableNSW will provide AT support to NDIS participants in accordance with its existing policies, funding, administrative and regulatory arrangements as amended or issued from time to time, and this MOU, including:

get this

(a) NSW Health Policy Directive PD2011_027: EnableNSW – Assistive Technology for Communication, Mobility, Respiratory Function & Self-Care ;

(b) the applicable parts of the EnableNSW Prescription and Provision Guidelines; and

(c) participants who have received compensation (eg. Workers Compensation, Compulsory Third Party Insurance) will be assessed as receiving supports that are not in-kind contributions.

- 4.2. The primary objective of EnableNSW funded services is to assist eligible residents of NSW, who have a permanent or long-term disability and/or chronic health condition, to live and participate in their family and community, by providing appropriate AT and specialised support services in the core areas of communication, mobility, respiratory function and self-care.
- 4.3. EnableNSW service provision promotes equity of access to AT based on individual need, and effective management of available resources by providing devices or supports that are cost-effective and meet assessed functional need.
- 4.4. The objectives of the Enable NSW AT program are to provide AT:
 - (a) according to assessed clinically indicated need;
 - (b) in an efficient and cost effective manner; and
 - (c) on a timely basis.
- 4.5. The equipment funded by EnableNSW under the AT program should be:
 - (a) appropriate for its purpose; and
 - (b) safe for the consumer.

5. ENABLENSW PARTICIPATION IN THE NDIS

- ✓ 5.1. EnableNSW will register as a service provider with NDIA for the purpose of providing NDIS supports.
- 5.2. NDIA will utilise EnableNSW for the administration and supply of AT to approved participants.
- 5.3. EnableNSW will provide administration and supply of AT program to approved NDIS participants for both in-kind and not in-kind contributions.
- 5.4. Participant eligibility will be determined by NDIA and funded support needs will be determined by the NDIA Planner with the participant. The range of supports may be diverse and include AT services. EnableNSW will determine which component of the supports are in-kind contributions and not in-kind contributions consistent with its operational policies and arrangements.
- 5.5. Participants who are approved for supports by NDIA above the standard allocations specified under the EnableNSW Prescription and Provision Guidelines will have those additional supports assessed as not in-kind contributions.
- 5.6. EnableNSW will supply all approved supports in accordance with the NDIA request and its operational framework. NDIA will bear the risk of not in-kind funded supports procured on their behalf. NDIA is responsible for funding 100% of the costs associated with not in-kind contributions.
- 5.7. EnableNSW will administer AT referrals for NDIA participants, and provide payment to vendors on behalf of NDIA, and will seek reimbursement of funds from NDIA for services assessed as not in-kind.
- 5.8. EnableNSW will cash flow in-kind contributions on a monthly basis. EnableNSW will invoice NDIA monthly for any gap in funding for in-kind contributions above the monthly in-kind allocation and any supports assessed as not in-kind.
- 5.9. AT provided by EnableNSW whether partially or fully in-kind remains the property of NSW Health and 'on loan' to the participant for as long as they need it. When it is no longer required,

Finance to reconcile this?

equipment returns - how to advise/organise this

equipment is returned to EnableNSW, for potential refurbishment and re-issue to a NDIS participant or an EnableNSW consumer.

5.10. EnableNSW will review all AT requests in order to assess in-kind contributions and to ensure AT provided is administered in a manner consistent with NSW Health Policy and Procedures.

6. PRESCRIPTIONS

- 6.1. All prescriptions for a new or replacement AT must be issued by an approved prescriber on the EnableNSW Equipment Request Form (ERF).
- 6.2. All prescriptions must reflect the participant's clinical needs in order to be assessed for in-kind contributions. Incomplete prescriptions will be referred back to NDIA and the prescriber for clarification and/or correction.
- 6.3. All prescriptions must only include technologies approved under the Australian Therapeutic Goods Act (TGA) and relevant Australian Standards. EnableNSW will not supply or procure non-approved technologies.

7. REPAIRS AND MAINTENANCE

- 7.1. AT supplied by EnableNSW to an NDIS participant shall be warranted by the supplier against any defects in the manufacture and repair. EnableNSW will require the supplier to replace, repair, or adjust at their own cost, any AT found faulty during the warranty period, including the costs of retrieval and delivery back to the participant.
- 7.2. Following the expiry of the warranty period, EnableNSW will manage all repairs and maintenance undertaken on in-kind AT provided to NDIS participants in accordance with EnableNSW policy and procedures. All repairs and maintenance undertaken on AT on behalf of participants for supports assessed as not in-kind contributions will be charged directly to NDIA for reimbursement.
- 7.3. EnableNSW will not accept financial responsibility for repairs and/or maintenance where there is evidence that the AT has been misused or wilfully damaged.
- 7.4. NDIA agrees that EnableNSW will undertake repairs and will only seek prior approval from NDIA if the repairs or parts requested are determined as exceptional cases in accordance with EnableNSW policy. EnableNSW will escalate exceptional cases to NDIA.

warranty period

8. PARTICIPANT RESPONSIBILITIES

- 8.1. NDIA participants are responsible for ensuring that their AT is properly maintained. Where there is evidence that AT is not being properly maintained, the matter will be escalated to NDIA for investigation and management.

9. APPEALS AND COMPLAINTS

- 9.1. Any party to this MOU may give notice to other parties of a dispute under this MOU.
- 9.2. Officials of relevant parties will attempt to resolve any dispute in the first instance.
- 9.3. If a dispute cannot be resolved by officials, it may be escalated to the relevant Executive Officers, if necessary.

- 9.4. Where an NDIS participant is concerned about any aspect of the prescription, approval and supply process a complaint may be made to EnableNSW and will be directed to NDIA, if not able to be resolved.
- 9.5. EnableNSW will accept any NDIA decision in relation to the provision of AT.
- 9.6. Where a dispute arises between an NDIS participant, EnableNSW, the prescriber or the vendor as to the AT supplied, a party has the right to conduct enquiries and view all relevant work and records to determine action and recommendations.

10. FINANCIAL MANAGEMENT AND REPORTING

- 10.1. EnableNSW will provide a financial acquittal to NDIA on a monthly basis or as agreed for (i) budgeted EnableNSW in-kind funding and (ii) any top-up funding provided by NDIA for not in-kind contributions.
- 10.2. EnableNSW will provide financial and performance/activity reports to NDIA and Hunter New England LHD on a quarterly basis under an agreed reporting framework.

FOI Act s. 47

- 10.4. NDIS participants identified as meeting eligibility as a Band 1 or 2 EnableNSW consumer will not be charged a \$100 co-payment contribution, however this will constitute part of the in-kind contribution.
- 10.5. NDIS participants identified as EnableNSW Band 3 eligibility will not be charged a 20% contribution for the supply of AT, however this will constitute an in-kind support part of the in-kind contribution.

FOI Act s. 47

- 10.7. Administration of referrals for participants who fall outside the EnableNSW eligibility criteria will be assessed as not in-kind and will attract an administration charge of 13% of the total cost of service.
- 10.8. NDIA will be responsible for any establishment, administrative and system support costs associated with implementing this MOU as agreed from time to time.

11. INFORMATION MANAGEMENT

- 11.1. EnableNSW will collect customer information in its customer relationship management (CRM) database for each NDIA participant accessing EnableNSW services. Information will include demographic and details relating to the equipment/services provided.
- 11.2. NDIA prescribers will be able to access information pertaining to NDIA participants through an online portal.

11.3. NDIA and EnableNSW will agree on responsibility for any establishment cost for changes or additional development required to the CRM database to accommodate NDIA participants as an establishment cost.

11.4. Should any party seek verification of data then the parties agree to cooperate at officer level in the first instance. In the event of unresolved issues, either party may request an independent audit to verify information provided.

12. VARIATION AND TERMINATION

12.1. The MOU may be amended at any time by agreement in writing by all the Parties.

12.2. A party to the MOU may terminate their participation in the MOU at any time by notifying all other parties in writing.

The parties have confirmed their commitment to this MOU as follows:

Signed for and on behalf of
NATIONAL DISABILITY INSURANCE AGENCY
by its authorised representative who warrants by his or her signing that he or she has authority to sign this MOU

FOI Act s. 47F

Signature

Name and Position of signatory

CEO

16-06-14
Date of Signature

Signed for and on behalf of
HealthShare NSW
by its authorised representative who warrants by his or her signing that he or she has authority to sign this MOU

FOI Act s.
47F

Signature

Name and Position of signatory

MICHAEL WALSH
CHIEF EXECUTIVE

16-12-2013
Date of Signature

Signed for and on behalf of
HUNTER NEW ENGLAND LOCAL HEALTH DISTRICT
by its authorised representative, who warrants by his or her signing that he or she has authority to sign

FOI Act s. 47F

2/12/13
Date of Signature

Name and Position of signatory

Michael DiRienzo, Chief executive