

NATIONAL PARTNERSHIP AGREEMENT ON HOMELESSNESS – 2014-15

Council of
Australian
Governments

An agreement between

- the Commonwealth of Australia and
- the States and Territories, being:
 - ◆ New South Wales
 - ◆ Victoria
 - ◆ Queensland
 - ◆ Western Australia
 - ◆ South Australia
 - ◆ Tasmania
 - ◆ the Australian Capital Territory
 - ◆ the Northern Territory

This Agreement will contribute to reducing the rate of homelessness in Australia.

National Partnership Agreement on Homelessness – 2014-15

INTERGOVERNMENTAL AGREEMENT ON FEDERAL FINANCIAL RELATIONS

PRELIMINARIES

1. This National Partnership Agreement (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.
2. This Agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships agreed by the Parties. The Parties are committed to the objectives and outcomes of this Agreement.
3. This is a one-year Agreement for 2014-15 to provide support primarily to homelessness service providers through matched Commonwealth and State and Territory (State) funding, to enable the continuation of National Partnership Agreement on Homelessness (NPAH) funded service delivery. States retain flexibility around the mix of services to maximise efficiency and effectiveness, while maintaining overall levels of service delivery through matched funding. This Agreement contributes to the objective of the National Affordable Housing Agreement that all Australians have access to affordable, safe and sustainable housing that contributes to social and economic participation. The National Affordable Housing Specific Purpose Payment (NAHA SPP) also supports housing and homelessness services.
4. This Agreement is aligned with the key objectives of the National Disability Strategy 2010–2020 which seeks to improve the lives of people with disability, promote participation, and create a more inclusive society. The Parties are committed to supporting the vision of the National Disability Strategy, as agreed by the Council of Australian Governments, for 'an inclusive Australian society that enables people with disability to fulfil their potential as equal citizens', and to the aims of the Strategy, which include driving 'improved performance of mainstream services in delivering outcomes for people with disability'.

PART 1 – FORMALITIES

Parties to this Agreement

5. This Agreement is between the Commonwealth of Australia (the Commonwealth) and the States and Territories (the States).

Term of the Agreement

6. This Agreement will commence on 1 July 2014, or when the Commonwealth and one other Party have signed the Agreement, whichever is later. It will expire on 30 June 2015 or on completion of the project, including acceptance of final performance reporting and processing of final payments against milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

PART 2 – OBJECTIVE, OUTCOMES AND OUTPUTS

Objective

7. The Parties will sustain their commitment to reducing homelessness through sustained effort and partnerships with business, the not for profit sector and the community.

Outcomes

8. This Agreement will contribute to the following outcomes:
 - (a) the continuation of NPAH service delivery, which contributes to the following four outcomes:
 - i. fewer people will become homeless and fewer of these will sleep rough;
 - ii. fewer people will become homeless more than once;
 - iii. people at risk of experiencing homelessness will maintain or improve connections with their families and communities, and maintain or improve their education, training or employment participation; and
 - iv. people at risk of or experiencing homelessness will be supported by quality services, with improved access to stable accommodation.
 - (b) a maintenance of support services from the 2013-14 NPAH, targeting the specific needs of jurisdictions, including homelessness among Indigenous people, rough sleepers, young people exiting care and detention, and women and children experiencing domestic and family violence; and
 - (c) the continuation of reform of service delivery in order to ensure the response for those at risk of or experiencing homelessness is integrated, holistic and in line with best practice.

Outputs

9. The objectives and outcomes of this Agreement will be achieved by:
 - (a) provision of support services and accommodation for people who are homeless or at risk of homelessness through the continuation of NPAH funded service delivery; and
 - (b) States continuing to implement reform agendas which support the national response to homelessness.
10. Priorities and relative effort applied to the following additional outputs will be established in jurisdictional Project Plans for continuation of :
 - (a) support services and accommodation to assist older people who are homeless or at risk of homelessness;
 - (b) support services to assist homeless people with substance abuse issues to secure or maintain stable accommodation;
 - (c) support services to assist homeless people with mental health issues to secure or maintain stable accommodation;
 - (d) support services to young people aged 12 to 18 years who are homeless or at risk of homelessness to re-engage with their family where it is safe to do so, maintain stable accommodation and engagement with education and/or employment;

- (e) improvements in service coordination and provision;
- (f) support services for women and children experiencing domestic and family violence, including to stay in their present housing where it is safe to do so;
- (g) support services for homeless people, including families with children, to stabilise their situation and to achieve sustainable housing;
- (h) outreach programs to connect rough sleepers to long-term housing and health services;
- (i) support services for children who are homeless or at risk of homelessness including to maintain contact with the education system;
- (j) legal services to people who are homeless or at risk of homelessness as a result of legal issues including family violence, tenancy or debt;
- (k) workforce development strategies and career progression opportunities for workers in homelessness services; and
- (l) support for private and public tenants to help sustain their tenancies, including through tenancy support, advocacy, case management, financial counselling and referral services.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

Role of the Commonwealth

12. The Department of Social Services (DSS) has policy responsibility for this Agreement, while the Australian Institute of Health and Welfare will assist with the management of data issues. The Commonwealth agrees to be accountable for the following roles and responsibilities:
- (a) providing a financial contribution to the States to support the implementation of this Agreement;
 - (b) coordinating the development of Project Plans, including any exemption arrangements to participate in the Specialist Homelessness Services Collection (SHSC) as per clause 20 of this Agreement, in partnership with the States;
 - (c) monitoring and assessing the performance in the delivery of services and projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe; and
 - (d) monitoring homelessness service delivery expenditure and participation in the SHSC through confirming quarterly that all in-scope initiatives and services are participating in the SHSC, or have been provided with an exemption as negotiated. Where a service is not participating, the Commonwealth, through DSS, will work with States to rectify any issues preventing the service from participating in the SHSC. If issues are not resolved, the Commonwealth funding contribution to the service may be suspended following an opportunity for review.

Role of the States and Territories

13. The States agree to be accountable for the following roles and responsibilities:
- (a) providing a matching financial contribution to support the implementation of this Agreement;

- (b) developing Project Plans, in accordance with the template at Schedule A to this Agreement, in consultation with the Commonwealth;
- (c) monitoring and assessing progress against Project Plans under this Agreement;
- (d) conducting evaluations and reviews of services and outputs delivered under this Agreement;
- (e) delivering on outcomes and outputs assigned to the States for implementation;
- (f) complying with relevant standards and guidelines and statutory requirements in delivering outcomes and outputs under this Agreement; and
- (g) ensuring funded services and initiatives that are in-scope for the SHSC participate in the SHSC or have an exemption from participation agreed by the Commonwealth.

Shared roles and responsibilities

14. The Commonwealth and the States share the following roles and responsibilities:
- (a) participating in consultations as appropriate regarding the implementation of this Agreement;
 - (b) negotiating new or revised Schedules, including Project Plans and exemptions for services to participate in the SHSC if necessary, to this Agreement;
 - (c) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring and Reporting; and
 - (d) the progression of a nationally integrated and holistic response for homelessness in Australia for beyond 2015.
15. 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 any events, announcements, promotional material or publicity relating to activities under a Project Plan, and that the roles of both Parties will be acknowledged and recognised appropriately.

Project Plans

16. The Commonwealth and the States will agree Project Plans that will set out each jurisdiction's strategy for delivering on outputs, including financial information where applicable. Project Plans will be agreed by the Commonwealth and State Ministers with portfolio responsibility for homelessness after agreement by Departmental officials. Project Plans will include:
- (a) a list of initiatives and description of how initiatives contribute towards the outputs listed in clauses 9 and 10 of this Agreement;
 - (b) a list of the service providers and the services (grouped by initiative) that will be funded under the Agreement and a breakdown of how much funding each service will receive. The amount of funding each service is receiving will be kept in-confidence by the Commonwealth;
 - (c) description of reform directions and essential projects to be continued or implemented for 2014-15; and
 - (d) description of exemptions to participate in the SHSC based on existing non-participation in the SHSC and any exemptions negotiated with the Commonwealth, as detailed under clause 20 of this Agreement.
17. States will provide their draft Project Plan to the Commonwealth no later than 1 July 2014.

18. The Commonwealth and States will ensure timely agreement of Project Plans within 21 days of their provision to the Commonwealth.

PART 4 – PERFORMANCE MONITORING AND REPORTING

Performance indicators

19. Achievement of the objectives and outcomes in this Agreement will be informed with reference to the following performance indicator:
 - (a) Continuation of NPAH funded service delivery levels are maintained in every State through matching the Commonwealth funding commitment, noting that States retain flexibility around the mix of services to maximise efficiency and effectiveness. The Commonwealth acknowledges that some States choose to overmatch the Commonwealth contribution.
20. Client outcomes will be reported using data from the Specialist Homelessness Services Collection (SHSC) held by the Australian Institute of Health and Welfare (AIHW), with DSS responsible for confirming participation in the SHSC. All funded initiatives and services that are in-scope for the SHSC must participate in the SHSC unless an exemption is provided by the Commonwealth. Exemptions will be negotiated between the Commonwealth and States in legitimate circumstances where data would not be required.
 - (a) If through the existing reporting provided by AIHW under the SHSC, it is found a service funded under the Agreement is not participating in the SHSC and has not been granted an exemption, the States, together with the Commonwealth, will work towards rectifying any issues preventing this service from participating in the SHSC. If issues are not resolved following an opportunity for review, the Commonwealth funding contribution to the State for this service may be suspended.

Performance milestones

21. The States agree to meet project milestones in accordance with the table below:

Due Date	Milestone	Responsibility
1 July 2014 ¹	<ul style="list-style-type: none"> • Project Plans are finalised, following the submission of the draft Project Plan as per clause 18, if requirements are fulfilled, which include: <ul style="list-style-type: none"> • Description of how each initiative and services contribute towards the outputs listed in clauses 9 and 10. • List of service providers and associated funding for 2014-15. • Description of reform directions for 2014-15. • Description of exemptions to participate in the SHSC provided based on existing non-participation in the SHSC and any other exemptions negotiated with the Commonwealth. • Final level of Commonwealth funding for each State will be finalised based on Project Plans. 	States
15 th of each Month (if required)	<ul style="list-style-type: none"> • Updates on changes to service providers and rationale for change under the NPAH. 	States

Reporting arrangements

22. The Parties agree to provide reports as detailed in clause 21, Performance Milestones.

PART 5 – FINANCIAL ARRANGEMENTS

Financial contributions

23. The Commonwealth will provide a maximum financial contribution to the States of up to \$115.0 million in respect of this Agreement in 2014-15.
24. States will match the Commonwealth contribution only with funding for service delivery and this funding will contribute to the outputs of this Agreement. State proposals for matched funding will be assessed by the Commonwealth and included in Project Plans.
25. The maximum Commonwealth contribution includes supplementation arising from Fair Work Australia's decision on 1 February 2012 to grant an Equal Remuneration Order in the Social and Community Services sector.

¹ Project Plans are due at the commencement of this Agreement. Commonwealth payments under this Agreement are contingent on the agreement of draft Project Plans, as detailed in clause 28. Therefore draft Project Plans should be submitted to the Commonwealth for agreement as soon as possible to facilitate payments in July 2014. Payments missed due to delays in agreeing final Project Plans will be rolled into the relevant payment period following agreement.

26. If States choose not to match the full Commonwealth funding commitment under this Agreement, then the Commonwealth funding commitment will be reduced to match the State contribution. Funding levels will also be dependent on services that are in-scope for the SHSC participating in the SHSC or receiving an exemption. Where a service does not participate and an exemption has not been provided, the Commonwealth funding to the State for that service will be suspended if the issue has not been rectified as detailed under clause 19(a) and 20 of this Agreement.
27. The Commonwealth is committed to ensuring there is transparency and accountability in how States match the Commonwealth contribution, including maintenance of overall homelessness service delivery expenditure across the portfolio. Any reduction in overall homelessness service delivery expenditure will be identified through Table 18A.2 from the January 2015 and 2016 RoGS reports and may inform future homelessness arrangements.
28. Commonwealth contributions for service delivery will be paid monthly, in advance, providing that milestones set out under clause 21 of this Agreement are met. Payments will begin from the commencement of this Agreement, for each jurisdiction, providing that Project Plans are agreed.
29. Any conditions and agreements negotiated in this Agreement, such as the arrangements of matched funding, payment structure and value of payments, will not set a precedent for future funding arrangements.
30. Should the States not meet the requirements of clauses 9 and 10 of this Agreement, the Commonwealth may withhold payments until requirements are met, including the provision of evidence that service delivery levels are maintained as indicated in service lists to be provided under clause 21.
31. The Commonwealth's and the States' estimated financial contribution to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D — Payment Arrangements* of the Intergovernmental Agreement on Federal Financial Relations, are shown in Table 1.

Table 1: Estimated financial contributions

(\$ million)	2014-15
Estimated total budget	115.0
Estimated National Partnership payment	
New South Wales	30.02
Victoria	22.79
Queensland	28.71
Western Australia	14.97
South Australia	8.87
Tasmania	2.8
Northern Territory	5.32
Australian Capital Territory	1.52
Total	115.0 ^(a)
Total Commonwealth contribution	115.0 ^(a)
Balance of non-Commonwealth contributions	0.0

^(a) Under clause 24 of this Agreement, States are required to at least match Commonwealth contributions for service delivery.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

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

Review of the Agreement

33. The States and the Commonwealth have agreed to continue working together on a longer term plan to address homelessness using evaluations of initiatives under the 2009-2013 Agreement, the 2013-14 Agreement and this Agreement, using available data such as the Census data, and other evaluative material such as the findings of audits, to inform this longer term policy development. As such, a specific review of this Agreement will not be conducted.

Variation of the Agreement

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

Delegations

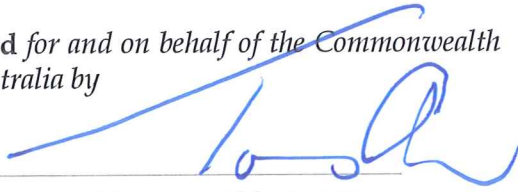
36. The relevant Commonwealth Minister with portfolio responsibility for homelessness is authorised to agree and amend Schedules, including Project Plans, to this Agreement and to certify that milestones specified under this Agreement have been achieved.
37. Respective State Ministers with portfolio responsibility for homelessness and/or housing are authorised to agree and amend Schedules, including Project Plans, to this Agreement.
38. The Commonwealth Minister may delegate the assessment of the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

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

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

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Tony Abbott MP
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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

The Honourable Mike Baird MP
Premier of the State of New South Wales

[Day] [Month] [Year]

Signed for and on behalf of the State of Victoria by

The Honourable Dr Denis Napthine MP
Premier of the State of Victoria

[Day] [Month] [Year]

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The Honourable Campbell Newman MP
Premier of the State of Queensland

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

[Day] [Month] [Year]

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

[Day] [Month] [Year]

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Premier of the State of Tasmania

[Day] [Month] [Year]

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Chief Minister of the Australian Capital Territory

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Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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The Honourable Campbell Newman MP
Premier of the State of Queensland
[Day] [Month] [Year]

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



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

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

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

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP
Premier of the State of Tasmania
[Day] [Month] [Year]

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

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Chief Minister of the Northern Territory of Australia
[Day] [Month] [Year]

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Premier of the State of Victoria
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The Honourable Campbell Newman MP
Premier of the State of Queensland
28/6/2014
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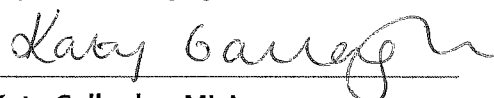
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[Day] [Month] [Year]

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The Honourable Will Hodgman MP
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[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by


Katy Gallagher MLA
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]
26. 6. 14

Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia
[Day] [Month] [Year]

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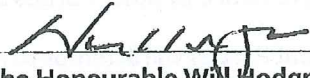
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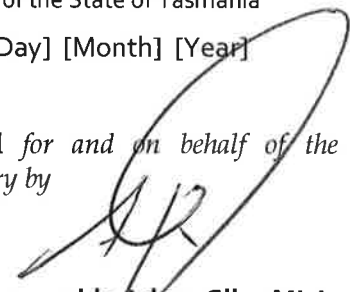
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1/1/14

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

Signed for and on behalf of the Northern Territory by

The Honourable Adam Giles MLA
Chief Minister of the Northern Territory of Australia
[Day] [Month] [Year]

[Jurisdiction] Project Plan

NATIONAL PARTNERSHIP AGREEMENT ON HOMELESSNESS

PART 1: PRELIMINARIES

1. This Project Plan is a schedule to the 2014-15 National Partnership Agreement on Homelessness (NPAH) and should be read in conjunction with that Agreement. The objective in the National Partnership is: *The Parties will sustain their commitment to reducing homelessness through sustained effort and partnerships with business, the not for profit sector and the community.*
2. The NPAH supports Commonwealth and jurisdictions efforts to reduce homelessness levels across Australia, recognising that a reduction in homelessness requires targeting key groups: rough sleepers; people experiencing homelessness more than once, people experiencing violence, especially women and children; children and young people, including those subject to or exiting care and protection; Indigenous people; and people exiting social housing and institutional care, such as health and mental health services, juvenile justice or adult prisons. The relationship between overcrowding, housing and homelessness is also recognised.

PART 2: TERMS OF THIS PROJECT PLAN

3. This Project Plan will commence on 1 July 2014, provided it is agreed between the Commonwealth of Australia, represented by the Minister for Social Services, and [name of state or territory], represented by [the Minister for XXX].
4. As a schedule to the NPAH, the purpose of this Project Plan is to provide the public with an indication of how the reform or project is intended to be delivered and demonstrate [name of state or territory]'s capacity to achieve the outcomes of the NPAH.
5. This Project Plan will cease on completion or termination of the NPAH, including the processing of final payments against performance benchmarks or milestones.
6. This Project Plan may be varied by written agreement between the Commonwealth and State Ministers responsible for it under the overarching NPAH.
7. The Parties to this Project Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to the plan and its full implementation.

PART 3: STRATEGY FOR [JURISDICTION] IMPLEMENTATION

Initiative information – Service Continuity

Table 1: Description of initiatives including services funding under each initiative

No. *Initiative Title	Short description of Initiative	Output/s addressed (refer to Clause 10 of NP)	Name of Service Provider/s	In-scope for SHSC – Yes/No	Seeking Exemption – Yes/No	Exemption Granted by Commonwealth – Yes/No	Requirement for SHSC exempt services and services not in scope: Estimated yearly number of clients to be assisted by service	**Address of service provider outlet	**Total NPAH funding amount at the Service Provider level (note: each service is jointly funded by the State and Commonwealth)
1									
2									
3									
4									
5									
Total \$m									

*Please note: Initiatives can have numerous programs or projects with different service providers that are delivering specific shared outcomes with time and cost constraints.

**Please note: address of service/s and NPAH funding information will not be made publicly available.

Reform Directions

8. *[Note the purpose of this component is to provide a description of what reform directions will be undertaken in 2014-15.]*

Estimated costs

9. The maximum financial contribution to be provided by the Commonwealth to the jurisdiction is [maximum funding allocated] payable in accordance with Part 5 of the NPAH. All payments are exclusive of GST.

Risk management

[Note: the purpose of this component is to demonstrate that a risk assessment has been undertaken, any identified risks considered and a risk management plan has been developed].

10. A risk management plan is in place for service delivery initiatives. Risks have been actively identified, entered into a risk log and categorised in terms of impact and likelihood. The risk management plan does not need to be provided to the Commonwealth.

Relevant State or Territory Context

[Note: This section should provide a brief statement on the particular state or territory's unique circumstances as context for the approach taken to deliver on the National Partnership's outcomes and objectives.]

11. In developing this Project Plan consideration has been given to relevant state or territory context. Key factors that have influenced the proposed direction are XXX.
[insert list of contextual factors which may include:
 - a. *existing projects or reforms that complement the Project Plan projects/reforms, including jurisdiction-level initiatives that have influenced the chosen direction;*
 - b. *demographic or geographic circumstances;*
 - c. *historical context; or*
 - d. *any other information that the drafting state or territory agree is relevant and in the interest of aiding public understanding.]*

Reporting requirements

(Note: The purpose of this component is to maximise the data quality available for reporting on the 2014-15 NPAH. This component ensures existing SHSC data is high quality, accessible for NPAH reporting and that the reduced reporting arrangements are viable for the parties, as well as the AIHW.)

12. Reporting requirements for jurisdictions under previous NPAHs have been replaced with a requirement for jurisdictions to ensure that NPAH funded agencies participate monthly in the Specialist Homelessness Services Collection (SHSC) administered by the Australian Institute of Health and Welfare (AIHW).
13. The Commonwealth will utilise existing data provided in the SHSC for NPAH reporting. Data will be sourced by the Commonwealth from the SHSC, significantly reducing the reporting burden on jurisdictions.

14. [Jurisdiction] agrees to ensure funded services and initiatives that are in-scope for the SHSC participate in the SHSC or have an exemption from participation agreed by the Commonwealth.
15. The Commonwealth will monitor agency reporting in the SHSC. [Jurisdiction] agrees to complete information in through the SHSC regarding:
 - a. non-participation indicator and reason (if applicable); and
 - b. NPAH funding indicator.
16. [Jurisdiction] agrees to allow the AIHW to provide the Department of Social Services (DSS) information to monitor agency participation in the SHSC and confidentialised client level data, including a unique identifier for NPAH-funded agencies, to inform NPAH reporting on client outcomes in relation to NPAH funding. The data provided by the AIHW will not be able to ascertain the identity of SHS clients and agencies, and will satisfy all privacy and confidentiality requirements.
17. The AIHW will continue to allow three months for agencies to submit their data and will notify DSS of agencies which are required to participate but have not submitted data into the SHSC after the reporting due date.

Sign off

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

Signature

Date

[By state/territory Minister]

Signature

Date

The Hon Kevin Andrews MP