

NATIONAL PARTNERSHIP AGREEMENT ON HOMELESSNESS

Council of
Australian
Governments

An agreement between

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

This Agreement aims to facilitate significant reforms to reduce homelessness.

National Partnership Agreement on Homelessness

NATIONAL AFFORDABLE HOUSING AGREEMENT

PRELIMINARIES

1. This agreement is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and should be read in conjunction with that Agreement and subsidiary schedules. In particular, the schedules include direction in respect of performance reporting and payment arrangements.
2. The Parties are committed to addressing the issue of social inclusion, including responding to Indigenous disadvantage. That commitment is embodied in the objectives and outcomes of this agreement. However, the Parties have also agreed other objectives and outcomes - for example, in the National Indigenous Reform Agreement - which the Parties will pursue through the broadest possible spectrum of government action. Consequently, this agreement will be implemented consistently with the objectives and outcomes of all National Agreements and National Partnerships entered into by the Parties
3. Reducing homelessness will require all governments to pursue improvements to a wide range of policies, programs and services.
4. This Agreement recognises that a reduction in homelessness requires targeting key groups: rough sleepers, people experiencing homelessness more than once, people escaping 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, institutional care such as health, mental health, juvenile justice, or adult prisons.
5. This Agreement has been developed within the context of the broader Council of Australian Governments (COAG) Reform Agenda, which includes actions in healthcare, mental health, substance abuse, disabilities, housing, employment, education/training and overcoming disadvantage of Indigenous people. Together with other elements of the broader COAG Reform Agenda, this Agreement will improve the social inclusion of homeless Australians.
6. The objectives of this Agreement will be achieved through State and Territory Implementation Plans. These plans will establish the priorities and relative effort for each jurisdiction based on their share of the homelessness population, their current service system, and the funding available under this Agreement.
7. This National Partnership is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations and its schedules, and should be read in conjunction with them.

PART 1 – FORMALITIES

Parties to this Agreement

8. In entering this Agreement, the Commonwealth and the States and Territories recognise that they have a mutual interest in improving outcomes in the area of homelessness and need to work together to achieve those outcomes.

Term of the Agreement

9. This Agreement will commence as soon as the Commonwealth and on other Party signs the Agreement and will expire on 30 June 2013, subject to completion of review by COAG three years after commencement, unless terminated under paragraph 36 of this Agreement..

Delegations

10. The Minister for Housing, Community Services and Indigenous Affairs/Minister for Housing is authorised to agree the Implementation Plans on behalf of the Commonwealth and certify that payments may be made to the States and Territories on the achievement of performance benchmarks specified in the Implementation Plans.
11. State and Territory Premiers or Chief Ministers (or their nominees) are authorised to agree the Implementation Plan on behalf of their State or Territory.

Interpretation

12. Unless otherwise specified, the following terms and definitions are used throughout this Agreement:
 - (a) *Primary homelessness* means people without conventional accommodation, and it includes people living on the streets and in other public places such as parks, squatting in buildings or using vehicles, for temporary shelter.
 - (b) *Rough sleeping* means primary homeless people.
 - (c) *SAAP* means the Supported Accommodation Assistance Programme.
 - (d) *Secondary homelessness* means people staying in emergency or transitional accommodation and people residing temporarily with other households because they have no accommodation of their own. It also includes people staying in emergency or transitional accommodation provided by governments and non-government organisations and people residing temporarily in boarding houses for 12 weeks or less.
 - (e) *Tertiary homelessness* means people living in boarding houses on a medium to long term basis for over 12 weeks.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

13. This Agreement contributes to the National Affordable Housing Agreement Outcome:

People who are homeless or at risk of homelessness achieve sustainable housing and social inclusion.

Outcomes

14. This Agreement will contribute to the following outcomes:
- (a) Fewer people will become homeless and fewer of these will sleep rough;
 - (b) Fewer people will become homeless more than once;
 - (c) People at risk of or experiencing homelessness will maintain or improve connections with their families and communities, and maintain or improve their education, training or employment participation; and
 - (d) People at risk of or experiencing homelessness will be supported by quality services, with improved access to sustainable housing.

Outputs

15. This Agreement will support the achievement of the agreed objective and outcomes through a range of outputs.
16. The parties will deliver the following core outputs:
- (a) Implementation of the A Place to Call Home initiative;
 - (b) Street to home initiatives for chronic homeless people (rough sleepers);
 - (c) Support for private and public tenants to help sustain their tenancies, including through tenancy support, advocacy, case management, financial counselling and referral services; and
 - (d) Assistance for people leaving child protection services, correctional and health facilities, to access and maintain stable, affordable housing.
17. Priorities and relative effort applied to the following additional outputs will be established in jurisdictional Implementation Plans:
- (a) Support services and accommodation to assist older people who are homeless or at risk of homelessness;
 - (b) Services to assist homeless people with substance abuse to secure or maintain stable accommodation;
 - (c) Services to assist homeless people with mental health issues to secure or maintain stable accommodation;
 - (d) Support to assist 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 sustainable accommodation and engagement with education and employment;
 - (e) Improvements in service coordination and provision;
 - (f) Support for women and children experiencing domestic and family violence to stay in their present housing where it is safe to do so;
 - (g) Assistance 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) National, State, and rural (including remote) homelessness action plans to assist homeless people in areas identified as having high rates of homelessness;
- (j) Support for children who are homeless or at risk of homelessness including to maintain contact with the education system;
- (k) Legal services provided to people who are homeless or at risk of homelessness as a result of legal issues including family violence, tenancy or debt; and
- (l) Workforce development and career progression for workers in homelessness services.

KEY STRATEGIES UNDER THIS AGREEMENT

18. This Agreement recognises that addressing homelessness will require action around three key strategies:
- (a) More effort is required to prevent and intervene early to stop people becoming homeless and also lessen the impact of homelessness. Effective prevention and early intervention strategies need to address both individual and structural causes of homelessness.
 - (b) Breaking the cycle of homelessness will require investment in services that can help people get back on their feet, find stable accommodation and, wherever possible, obtain employment. More effort is required to target people who are: regular rough sleepers; repeatedly homeless; living with a high risk of homelessness; struggling with the impact of cycles of homelessness; disempowered due to mental illness; and unaccompanied children. Causes of homelessness such as escaping violence and special needs must be responded to with better access to sustainable housing and significant follow up support.
 - (c) A better connected service system is a key to achieving long-term sustainable reductions in the number of people who are homeless. This Agreement acknowledges that providing emergency and transitional housing is not the sole rationale for the service system. Reforms to the service system will build more connected, integrated and responsive services which achieve sustainable housing, and improve economic and social participation of those at risk of homelessness. Improved links between homelessness services, and between homelessness services and mainstream services, will improve outcomes for individuals, reduce duplicate processing across agencies, and enable faster transition from temporary accommodation for the homeless to stable housing. Improved integration of homelessness services, employment and training providers and Centrelink will lift economic and social participation outcomes for people who are homelessness.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

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

Role of the Commonwealth

20. The Commonwealth will have responsibility for:
- (a) Supporting the State and Territories to deliver funded measures in their respective Implementation Plans;
 - (b) delivering the Commonwealth-only funded measures in the Implementation Plans;

- (c) contributing funding to the States and Territories as specified in paragraph 27 of this Agreement;
- (d) monitoring performance against the performance indicators and benchmarks specified in this Agreement and the Implementation Plans; and
- (e) providing performance and financial reporting as required.

Role of the States and Territories

21. The States and Territories will have responsibility for:
- (a) delivering the State-only funded measures in their respective Implementation Plans;
 - (b) contributing funding as specified in paragraph 28;
 - (c) delivering the measures funded by the Commonwealth and identified for delivery by the States and Territories in their respective Implementation Plans;
 - (d) participating in processes to support the Commonwealth in its delivery of its measures; and
 - (e) providing performance and financial reporting as required.

Shared Responsibilities

22. Within the COAG framework, the Commonwealth, the States and Territories will:
- (a) work in partnership to refine or further develop performance indicators and provide data to enable performance reporting and evaluation of outcomes of this Agreement; and
 - (b) maintain and develop national data sets required to allow comparative reporting of jurisdictional service delivery effort.

PART 4 – PERFORMANCE BENCHMARKS AND REPORTING

Performance benchmarks and indicators

23. This section sets out national performance indicators and benchmarks, for overall national performance. Performance against the indicators and the extent to which benchmarks are attained will reflect efforts by all three levels of government, noting that some factors are beyond the control of governments. The contribution of each level of government will vary according to the individual indicator or benchmark.
24. Performance Indicators have been developed where possible to measure outcomes. Where this is not possible output measures have been developed as substitutes to measure progress.

Table 1:

Performance Indicator	Baseline	Performance Benchmark
Proportion of Australians who are homeless	9,531 Indigenous people are homeless 104,676 Australians who are homeless	By 2013, a decrease of 7 per cent the number of Australians who are homeless to less than 97,350 people By 2013, a decrease of a third to 6,300 Indigenous Australians

	9,531 Indigenous people are homeless (ABS Census 2006)	who are homeless (ABS Census 2011)
Proportion of Australians who are experiencing primary homelessness (rough sleeping)	Eight people per 10,000 16,375 Australians rough sleeping or equivalent measures of 8 homeless people sleeping rough per 10,000 population (ABS Census 2006)	A decrease by 25 per cent the number of Australians sleeping rough to less than 12,300 people or equivalent measure of 6 homeless people sleeping rough per 10,000 population (ABS Census 2011)
The number of families who maintain or secure safe and sustainable housing following family violence	Interim Measure: 42,000 SAAP(a) support periods ^(b) for women and women with children	To be developed and agreed prior to finalisation of the Implementation Plans
Increase in the number of people exiting care and custodial settings into secure and affordable housing	Interim Measure: 4,736 SAAP ^(a) support periods ^(b)	The number of people released from such institutions into homelessness is reduced by 25 per cent (3,552) by 2013
Reduce the number of people exiting social housing and private rental into homelessness.	4,037 SAAP ^(a) support periods ^(b)	The number of people exiting from social housing and private rental to homelessness is reduced by less than 25 per cent (3,027) by 2013
The proportion of people experiencing repeat periods of homelessness	14,800 SAAP ^(a) clients required three or more support periods ^(b) in a 12 month period	25 per cent reduction (13,700) in three repeat periods of homelessness at an emergency service in 12 months
Number of young people (12 to 18 years) who are homeless or at risk of homelessness who are re-engaged with family, school and work	To be developed and agreed prior to finalisation of the Implementation Plans	To be developed and agreed prior to finalisation of the Implementation Plans
Number of children (under 12 years) who are homeless or at risk of homelessness who are provided with additional support to maintain contact with their school.	To be developed and agreed prior to finalisation of the Implementation Plans	To be developed and agreed prior to finalisation of the Implementation Plans
Number of families who are homeless or at risk of homelessness who receive financial advice, counselling and/or case management.	To be developed and agreed prior to finalisation of the Implementation Plans	To be developed and agreed prior to finalisation of the Implementation Plans
Number of people who are homeless or at risk who are provided with legal services	To be developed and agreed prior to finalisation of the Implementation Plans	To be developed and agreed prior to finalisation of the Implementation Plans
Number of staff of specialist homeless services provided with formal training and development opportunities	To be developed and agreed prior to finalisation of the Implementation Plans	To be developed and agreed prior to finalisation of the Implementation Plans

(a) Use of SAAP service data is a proxy measure until better data becomes available under this Agreement

(b) Number of people not known – a client may receive more than one 'support period'

Implementation plan

25. The Commonwealth will agree an Implementation Plan with each State and Territory to achieve the objectives of this Agreement. The Plans will be reviewed by the Parties on an annual basis.
 - (a) The Commonwealth will, in consultation with each State and Territory, maintain the Plans and provide an agreed updated Plan to the relevant State and Territory following the review;
 - (b) The Plans will include the timelines for achieving the performance benchmarks, including phased achievement of performance benchmarks where appropriate; and
 - (c) Amendments to the Plan can be requested by any Party to the Agreement at any time, to accommodate emerging issues.
26. The Implementation timeline is as follows:
 - (a) The Implementation Plan for each State and Territory to achieve the objectives of this Agreement is to be agreed by no later than 31 March 2009.

Reporting

27. Reporting requirements under this National Partnership should be read in conjunction with the provisions in Schedule C to the Intergovernmental Agreement on Federal Financial Relations.
28. The States and Territories will each provide a detailed report on an annual basis to the Commonwealth against the outputs, performance indicators and timelines, as detailed in their respective Implementation Plans.
29. The Commonwealth will provide reports to the States and the Northern Territory and other relevant stakeholders against the performance indicators and timelines, as detailed in the Implementation Plans.
30. The reports will be provided within 12 weeks of the end of the relevant period, or as otherwise specified in the agreed Implementation Plans.

PART 5 – FINANCIAL ARRANGEMENTS

Funding

31. This Agreement will be based on facilitation payments.
32. Funding available to the States and Territories will be:
 - 2009-10 – \$71.1 million
 - 2010-11 - \$102.5 million
 - 2011-12 - \$107.5 million
 - 2012-13 - \$107.5 million
33. Funding will be allocated between the States and Territories in proportion with their shares of the homeless population as estimated by the Australian Bureau of Statistics in the 2006 Census of Population and Housing.

34. The States and Territories will match the Commonwealth's total contribution towards this agreement of \$400 million, including estimated Commonwealth Own Purpose Expenditure of \$11.4 million, as follows:
 - 2009-10 – \$75.0 million
 - 2010-11 - \$105.0 million
 - 2011-12 - \$110.0 million
 - 2012-13 - \$110.0 million
35. State and Territory matching funding will directly address the outputs of this Agreement. This matched funding must be new effort and may include new recurrent and capital funding provided in State and Territory 2008-09 Budgets.
36. State and Territory proposals for matching funding from their 2008-09 budgets will be assessed by the Commonwealth and, where agreed, included in bilateral implementation plans.
37. States and territories will also receive funding for A Place to Call Home, as follows:
 - 2008-09 - \$24.4 million
 - 2009-10 - \$26.6 million
 - 2010-11 - \$26 million
 - 2011-12 - \$24 million
 - 2012-13 - \$49 million
38. The States and Territories will match the Commonwealth's total contribution towards A Place to Call Home funding, as set out in their implementation plans.
39. The distribution of this maximum funding between the States and Territories will be as set out in the Implementation Plans.

Payment schedule

40. The Commonwealth will make monthly payments to the States and Territories. This is subject to an annual review of achievement of performance milestones agreed in Implementation Plans.

PART 6 – GOVERNANCE ARRANGEMENTS

Dispute resolution

41. Any Party may give notice to other Parties of a dispute under this Agreement.
42. The relevant delegates will attempt to resolve any dispute in the first instance.
43. If a dispute cannot be resolved between the relevant delegates, it may be escalated to relevant Ministerial Council or COAG Working Group for consideration.
44. If a dispute cannot be resolved by the relevant Ministerial Council or COAG Working group, it may be referred by a Party to COAG for consideration.

Review of the Agreement

45. This Agreement will be reviewed by December 2011 with regard to progress made by the Parties in respect of achieving the agreed outcomes, and any issues regarding this Agreement, the Plan and their performance monitoring.

Variation of the Agreement

46. The agreement may be amended at any time by agreement in writing by all the Parties and under terms and conditions as agreed by all the Parties.
47. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

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

Signed for and on behalf of the Commonwealth of Australia by

The Honourable Kevin Rudd MP

Prime Minister of the Commonwealth of Australia

January 2009

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

Signed for and on behalf of the State of Victoria by

The Honourable Nathan Rees MP

Premier of the State of New South Wales

December 2008

The Honourable John Brumby MP

Premier of the State of Victoria

December 2008

Signed for and on behalf of the State of Queensland by

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

The Honourable Anna Bligh MP

Premier of the State of Queensland

December 2008

The Honourable Colin Barnett MP

Premier of the State of Western Australia

December 2008

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

Signed for and on behalf of the State of Tasmania by

The Honourable Mike Rann MP

Premier of the State of South Australia

December 2008

The Honourable David Bartlett MP

Premier of the State of Tasmania

December 2008

Signed for and on behalf of the Australian Capital Territory by

Signed for and on behalf of the Northern Territory by

Jon Stanhope MLA

Chief Minister of the Australian Capital Territory

December 2008

The Honourable Paul Henderson MLA

Chief Minister of the Northern Territory of Australia

December 2008