

# NATIONAL PARTNERSHIP ON COVID-19 DOMESTIC AND FAMILY VIOLENCE RESPONSES

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 supporting the domestic and family violence sector during the Novel Coronavirus (COVID-19) pandemic.

# National Partnership on COVID-19 Domestic and Family Violence Responses

## OVERVIEW

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

### Purpose

2. In entering this Agreement, the Commonwealth and the States and Territories (the States) recognise that they have a joint responsibility to ensure the safety of women and their children experiencing, or at risk of experiencing, domestic, family and sexual violence during the Novel Coronavirus (COVID-19) pandemic.
3. This Agreement will support the States to respond immediately to increases in domestic, family and sexual violence as a result of COVID-19, and to ensure services can continue to support those who need it most.
4. This Agreement complements and builds on the National Plan to Reduce Violence against Women and their Children 2010-2022, the work of the Council of Australian Governments (COAG) Women's Safety Council, and the work of the States through their policies to prevent and respond to domestic, family and sexual violence.
5. The COAG Women's Safety Council continues to monitor the impact of COVID-19 on the safety of women and their children and will work together to ensure funding under this Agreement is distributed to where it is needed most.

### Reporting Arrangements

6. The States will report against the agreed milestones during the operation of the Agreement, as set out in Part 4 – Performance Monitoring and Reporting.

### Financial Arrangements

7. The Commonwealth will provide an estimated total financial contribution to the States of \$130.0 million (GST exclusive) in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## PART 1 – FORMALITIES

### Parties to this Agreement

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

### Term of the Agreement

9. This Agreement will commence as soon as the Commonwealth and one other Party sign it and will expire on 31 March 2021, or on completion of the project or reform, including final performance reporting and processing of final payments against performance benchmarks or project milestones. The Agreement may be terminated earlier or extended as agreed in writing by the Parties.

## PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

### Objectives

10. The objective of this Agreement is to ensure the safety of women and their children, experiencing, or at risk of experiencing domestic, family and sexual violence during the COVID-19 pandemic. This includes support services considering the needs of particularly vulnerable cohorts such as Aboriginal and Torres Strait Islander people; culturally and linguistically diverse people; women on temporary visas; people with disability; Lesbian, Gay, Bisexual, Trans and gender diverse, Intersex, Queer and questioning (LGBTIQ) communities; and people living in regional, rural and remote locations. Support services need to respond to expected increases in demand and case complexity and deliver those services in the context of measures in place (such as self-isolation and social distancing) that aim to minimise the spread of COVID-19 in the Australian community.

### Outcomes

11. This Agreement will facilitate achievement of the following outcomes:
  - (a) people can continue to access critical, specialist domestic, family and sexual violence support services to ensure the safety of women and their children in the context of increased risks resulting from the COVID-19 pandemic; and
  - (b) the domestic, family and sexual violence sector continues to deliver critical supports and services during the Coronavirus pandemic.

### Outputs

12. The objectives and outcomes of this Agreement will be achieved by:
  - (a) supplying safer housing and emergency accommodation;
  - (b) delivering counselling and outreach services;
  - (c) delivering crisis support and helplines;
  - (d) delivering men's behaviour change programs and other perpetrator interventions;
  - (e) providing assistance for specialist frontline services to manage increase in demand as a result of living changes from COVID-19, explore new technology-based service delivery methods, and assist clients to stay connected to service providers;

- (f) providing assistance for specialist frontline services to respond to unique challenges of delivery in regional, rural and remote locations, which may include training community workers in closed and isolated communities to provide support where no formal crisis care is available or immediately accessible;
  - (g) providing assistance for specialist frontline services to put in place practices to protect staff and clients from COVID-19, including but not limited to the supply and use of Personal Protective Equipment and enhanced cleaning services; and
  - (h) responding to any other emerging needs and priorities as agreed by the COAG Women's Safety Council.
13. Funding under this Agreement must not be used to subsidise services or programs for which another Agreement under the IGA FFR has primary coverage.

## **PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY**

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

### **Role of the Commonwealth**

15. The Commonwealth agrees to be responsible for:
- (a) providing a financial contribution to the States to support the implementation of this Agreement; and
  - (b) monitoring and assessing the performance in the delivery of projects under this Agreement to ensure that outputs are delivered and outcomes are achieved within the agreed timeframe.

### **Role of the States and Territories**

16. The States agree to be responsible for:
- (a) delivering on outcomes and outputs outlined in clause 12, including through third-parties; and
  - (b) reporting on the delivery of outcomes and outputs as set out in Part 4 – Performance Monitoring and Reporting.

### **Shared roles and responsibilities**

17. The Commonwealth and the States, through the COAG Women's Safety Council, agree to be jointly responsible for:
- (a) discussing the allocation of Commonwealth funding from the contingency fund and the demand-driven fund
  - (b) negotiating new or revised Schedules to this Agreement; and
  - (c) monitoring the impact of COVID-19 on the safety of women and their children and the domestic, family and sexual violence services that support them, and the operation of this Agreement.

18. 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 funded under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

## PART 4 – PERFORMANCE MONITORING AND REPORTING

### Performance milestones

19. Table 1 summarises the milestones, their relationship to the outputs, relevant reporting dates and expected payments to be made. The Commonwealth will make payments subject to the performance reports demonstrating the milestone has been met.

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

Outputs	Performance milestone	Report due	Payment
In accordance with clause 12	On signing the agreement	On signing	\$27.8 million, as per Table 2
	Submission of a project plan setting out intended outputs funded through the upfront advance payment	22 May 2020	Nil
	Agreement to the distribution of Commonwealth funding from the contingency fund	29 May 2020	Up to \$4.7 million  Distribution to be discussed and prioritised by the COAG Women's Safety Council
	Submission of a report or amended project plan outlining outputs delivered to date	1 July 2020	Up to \$97.5 million  Distribution to be discussed and prioritised by the COAG Women's Safety Council
	Submission of a project plan showing intended outputs to be funded through the contingency fund and demand-driven fund (where relevant)		
	Overview of outputs and assessment of objectives and outcomes in a final report	31 March 2021	Nil

### Reporting arrangements

20. The States will report the minimum required to demonstrate that milestones have been reached, against the agreed milestones set out in Table 1. A joint communique or approved formal minutes from the COAG Women's Safety Council is accepted as a report if it demonstrates the milestones have been reached.
21. The States will also provide the Commonwealth with a final report due by 31 March 2021. The report may be used for public information dissemination purposes in relation to the national response to the COVID-19 pandemic in the area of domestic, family and sexual violence, including on the [plan4womenssafety](http://plan4womenssafety.gov.au) website. The report will include:

- (a) a description of the impact of COVID-19 on the safety of women and their children and the domestic, family and sexual violence services that support them from the responsible Party's perspective;
- (b) an assessment of the extent to which the objective and outcomes of this Agreement have been achieved, and explaining why any aspect was not achieved; and
- (c) an overview of the outputs delivered under this Agreement (including details of where funding was allocated against the agreed priorities), and include where appropriate, a description of additional funding the responsible Party put towards those outputs.

## PART 5 – FINANCIAL ARRANGEMENTS

### Financial contributions

- 22. The Commonwealth will provide an estimated total financial contribution to the States of \$130.0 million in respect of this Agreement. All payments are exclusive of GST.
- 23. There will be three sets of payments provided by the Commonwealth to the States under this Agreement:
  - (a) Upfront advance payment – the Commonwealth will provide an upfront advance payment of \$27.8 million to the States, consisting of a fixed payment of \$975,000 to each State (totalling \$7.8 million) and \$20 million to be distributed on a population share basis. This is payable to the individual State when they sign and commit to the Agreement.
  - (b) Contingency fund – An additional \$4.7 million will be held in contingency and distributed to States in a way discussed and prioritised by the COAG Women's Safety Council as required to meet emerging priorities as the implications of COVID-19 become clearer.
  - (c) Demand-driven fund – the Commonwealth will provide payment of \$97.5 million in 2020-21 to the States, to be distributed in a way discussed and prioritised by the COAG Women's Safety Council to reflect emerging priorities and needs due to COVID-19.
- 24. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
- 25. Where a performance report demonstrates that a milestone is met in advance of the due date, the Commonwealth may make the associated payment earlier than scheduled provided it falls within the same financial year as the original milestone date.

26. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement, including through National Partnership payments to the States paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

**Table 2: Estimated financial contributions**

(\$ million)	2019-20	2020-21	Total
<b>Estimated</b> total budget (1)	32.5	97.5	130.0
<b>Estimated</b> National Partnership payment (2)	<b>32.5</b>	<b>97.5</b>	<b>130.0</b>
<i>Upfront advance payment</i>	27.8	0.0	27.8
New South Wales	7.4	0.0	7.4
Victoria	6.0	0.0	6.0
Queensland	5.0	0.0	5.0
Western Australia	3.1	0.0	3.1
South Australia	2.4	0.0	2.4
Tasmania	1.4	0.0	1.4
Australian Capital Territory	1.3	0.0	1.3
Northern Territory	1.2	0.0	1.2
<i>Contingency fund<sup>(a)</sup></i>	4.7	0.0	4.7
<i>Demand-driven fund<sup>(b)</sup></i>	0.0	97.5	97.5
Commonwealth own purpose expense (3)	0.0	0.0	0.0
Total Commonwealth contribution (4) = (2) + (3)	32.5	97.5	130.0
Balance of non-Commonwealth contributions (5) = (1) – (4)	0.0	0.0	0.0

(a) Distribution of funding will be discussed and prioritised by the COAG Women's Safety Council by 29 May 2020, and included as a Schedule to this Agreement.

(b) Distribution of funding will be discussed and prioritised by the COAG Women's Safety Council by 1 July 2020, and included as a Schedule to this Agreement.

## Financial risk management

27. Having regard to the agreed estimated costs of projects or reforms under this Agreement, States will not be required to pay a refund to the Commonwealth if the actual cost is less than the agreed estimated cost. Similarly, the States bear all risk should the costs exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for the States to deliver projects and reforms cost effectively and efficiently.

## PART 6 – GOVERNANCE ARRANGEMENTS

### Enforceability of the Agreement

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

### Review of the Agreement

29. This Agreement is intended to provide Commonwealth funding on a one off basis for the provision of domestic, family and sexual violence support services as specified in clause 12. The

COAG Women's Safety Council will continue to monitor the impact of COVID-19 on the safety of women and their children and on the domestic, family and sexual violence services that support them.

## Variation of the Agreement

30. The Agreement may be amended at any time by agreement in writing by all the Parties.
31. Variations to this Agreement may be agreed by relevant Commonwealth and State and Territory Ministers with portfolio responsibility for preventing and responding to violence against women and their children.
32. A Party to the Agreement may terminate their participation in the Agreement at any time by notifying all the other Parties in writing.

## Delegations

33. The relevant Commonwealth Ministers with portfolio responsibility for preventing and responding to violence against women and their children (the Minister for Families and Social Services and the Minister for Women) is authorised to agree and amend Schedules to this Agreement and to certify that performance benchmarks specified under this Agreement have been achieved, so that payments may be made.
34. Respective State and Territory Ministers with portfolio responsibility for preventing and responding to violence against women and their children are authorised to agree and amend Schedules to this Agreement.
35. The Commonwealth Minister may delegate the assessment of project-based performance benchmarks or milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

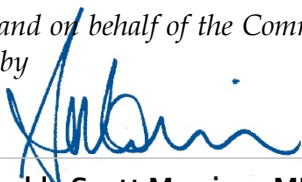
## Dispute resolution

36. Any Party may give notice to other Parties of a dispute under this Agreement.
37. Officials of relevant Parties will attempt to resolve any dispute in the first instance.
38. If officials cannot resolve a dispute, 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 Scott Morrison 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 Gladys Berejiklian 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 Daniel Andrews MLA**  
Premier of the State of Victoria

[Day] [Month] [Year]

**Signed** for and on behalf of the State of Queensland by

**The Honourable Anastacia Palaszczuk MP**  
Premier of the State of Queensland

[Day] [Month] [Year]

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

**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

[Day] [Month] [Year]

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

**The Honourable Steven Marshall MP**  
Premier of the State of South Australia

[Day] [Month] [Year]

**Signed** for and on behalf of the State of Tasmania by

**The Honourable Peter Gutwein MP**  
Premier of the State of Tasmania

[Day] [Month] [Year]

**Signed** for and on behalf of the Australian Capital Territory by

**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

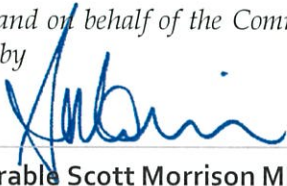
**Signed** for and on behalf of the Northern Territory by

**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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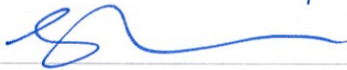
*Signed for and on behalf of the Commonwealth of Australia by*



**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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**The Honourable Gladys Berejiklian MP**  
Premier of the State of New South Wales

[Day] [Month] [Year]  
29 4 20

*Signed for and on behalf of the State of Victoria by*

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Premier of the State of Victoria

[Day] [Month] [Year]

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Premier of the State of Queensland

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Premier of the State of Western Australia

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Premier of the State of South Australia

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**The Honourable Peter Gutwein MP**  
Premier of the State of Tasmania

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**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

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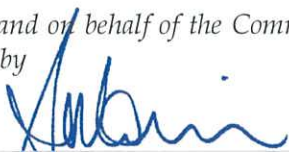
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**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

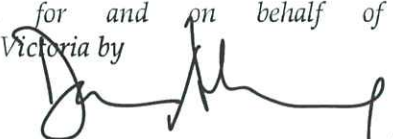
[Day] [Month] [Year]

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

**The Honourable Gladys Berejiklian 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 Daniel Andrews MLA**  
Premier of the State of Victoria

[30] [April] [2020]

*Signed for and on behalf of the State of Queensland by*

**The Honourable Anastacia Palaszczuk MP**  
Premier of the State of Queensland

[Day] [Month] [Year]

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

**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

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Premier of the State of South Australia

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Premier of the State of Tasmania

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**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

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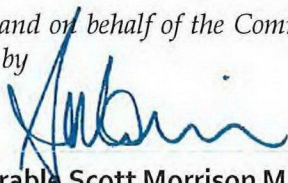
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Chief Minister of the Northern Territory of Australia

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**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

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**The Honourable Gladys Berejiklian MP**  
Premier of the State of New South Wales

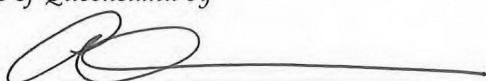
[Day] [Month] [Year]

**Signed for and on behalf of the State of Victoria by**

**The Honourable Daniel Andrews MLA**  
Premier of the State of Victoria

[Day] [Month] [Year]

**Signed for and on behalf of the State of Queensland by**



**The Honourable Annastacia Palaszczuk MP**  
Premier of the State of Queensland

[Day] [Month] [Year]

29 4 20

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

**The Honourable Steven Marshall MP**  
Premier of the State of South Australia

[Day] [Month] [Year]

**Signed for and on behalf of the Australian Capital Territory by**

**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

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

**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

[Day] [Month] [Year]

**Signed for and on behalf of the State of Tasmania by**

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Premier of the State of Tasmania

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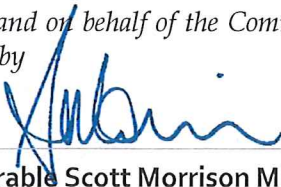
**Signed for and on behalf of the Northern Territory by**

**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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*Signed for and on behalf of the Commonwealth  
of Australia by*



**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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State of New South Wales by*

**The Honourable Gladys Berejiklian MP**  
Premier of the State of New South Wales

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Premier of the State of Victoria

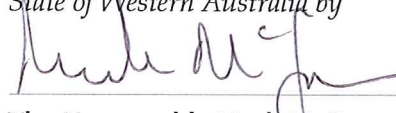
[Day] [Month] [Year]

*Signed for and on behalf of the  
State of Queensland by*

**The Honourable Anastacia Palaszczuk MP**  
Premier of the State of Queensland

[Day] [Month] [Year]

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



**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

[Day] [Month] [Year]

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Premier of the State of South Australia

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**The Honourable Peter Gutwein MP**  
Premier of the State of Tasmania

[Day] [Month] [Year]

*Signed for and on behalf of the Australian  
Capital Territory by*

**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

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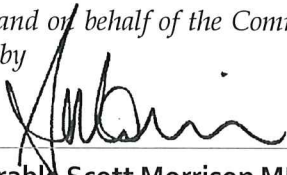
*Signed for and on behalf of the Northern  
Territory by*

**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

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**The Honourable Gladys Berejiklian MP**  
Premier of the State of New South Wales

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**The Honourable Daniel Andrews MLA**  
Premier of the State of Victoria

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**The Honourable Anastacia Palaszczuk MP**  
Premier of the State of Queensland

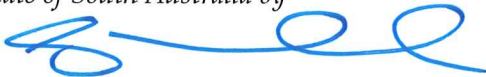
[Day] [Month] [Year]

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

**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

[Day] [Month] [Year]

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



**The Honourable Steven Marshall MP**  
Premier of the State of South Australia

28 / 4 / 20  
[Day] [Month] [Year]

*Signed for and on behalf of the State of Tasmania by*

**The Honourable Peter Gutwein MP**  
Premier of the State of Tasmania

[Day] [Month] [Year]

*Signed for and on behalf of the Australian Capital Territory by*

**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

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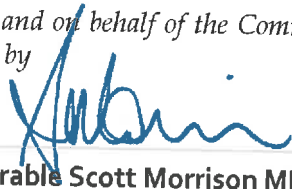
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**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

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**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

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State of New South Wales by*

**The Honourable Gladys Berejiklian MP**  
Premier of the State of New South Wales

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**The Honourable Daniel Andrews MLA**  
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State of Queensland by*

**The Honourable Anastacia Palaszczuk MP**  
Premier of the State of Queensland

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Premier of the State of Western Australia

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Premier of the State of South Australia

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Premier of the State of Tasmania

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Chief Minister of the Australian Capital Territory

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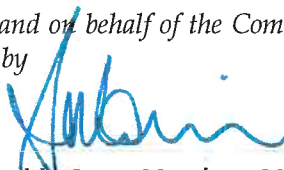
*Signed for and on behalf of the Northern  
Territory by*

**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]

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

**Signed for and on behalf of the Commonwealth of Australia by**



**The Honourable Scott Morrison MP**  
Prime Minister of the Commonwealth of Australia

[Day] [Month] [Year]

**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 Gladys Berejiklian MP**  
Premier of the State of New South Wales

[Day] [Month] [Year]

**The Honourable Daniel Andrews MLA**  
Premier of the State of Victoria

[Day] [Month] [Year]

**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 Anastacia Palaszczuk MP**  
Premier of the State of Queensland

[Day] [Month] [Year]

**The Honourable Mark McGowan MLA**  
Premier of the State of Western Australia

[Day] [Month] [Year]

**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 Steven Marshall MP**  
Premier of the State of South Australia

[Day] [Month] [Year]

**The Honourable Peter Gutwein MP**  
Premier of the State of Tasmania

[Day] [Month] [Year]

**Signed for and on behalf of the Australian Capital Territory by**



**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

**Signed for and on behalf of the Northern Territory by**

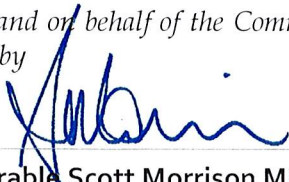
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[Day] [Month] [Year]

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[Day] [Month] [Year]

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**Andrew Barr MLA**  
Chief Minister of the Australian Capital Territory

[Day] [Month] [Year]

**Signed** for and on behalf of the Northern Territory by

**The Honourable Michael Gunner MLA**  
Chief Minister of the Northern Territory of Australia

[Day] [Month] [Year]