

NATIONAL HOUSING AND HOMELESSNESS AGREEMENT

An agreement between:

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

This Agreement will contribute to improving access to affordable, safe and sustainable housing across the housing spectrum, including to prevent and address homelessness, and to support social and economic participation.

National Housing and Homelessness Agreement

OVERVIEW

1. The National Housing and Homelessness Agreement (the Agreement) is created subject to the provisions of the *Federal Financial Relations Act 2009* (the FFR Act) and the Intergovernmental Agreement on Federal Financial Relations (IGA FFR). It should be read in conjunction with the FFR Act, the IGA FFR and its Schedules, which provide information in relation to conditions for the State and Territory (the States) receipt of Commonwealth financial assistance, performance reporting and payment arrangements.
2. The FFR Act establishes a framework for Commonwealth payments to support States' delivery of programs, services and reforms with respect to housing, homelessness and housing affordability matters including certain legislative conditions to receive Commonwealth funding.

Purpose

3. In entering this Agreement, the Commonwealth and the States recognise that they have a mutual interest in improving housing outcomes across the housing spectrum, including outcomes for Australians who are homeless or at risk of homelessness, and need to work together to achieve those outcomes.
4. This Agreement will contribute to improving access to affordable, safe and sustainable housing across the housing spectrum, including to prevent and address homelessness, and to support social and economic participation.
5. The Parties acknowledge that there is a range of factors outside of the scope of this Agreement that impact the housing market, including Commonwealth and State tax settings, financial sector regulation, immigration, income support and rental subsidies.

Reporting Arrangements

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

Financial Arrangements

7. As set out in Part 5 – Financial Arrangements, in 2018-19, the Commonwealth will provide an estimated financial contribution to the States of \$1,536 million (GST exclusive) in respect of this Agreement and from 2019-20, the Commonwealth's financial contribution will be ongoing and indexed annually.

PRELIMINARIES

8. This Agreement is a primary housing agreement for the purposes of section 4 of the FFR Act. Bilateral schedules are supplementary housing agreements for the purposes of section 4 of the FFR Act.

9. In the 2017-18 Budget the Commonwealth Government announced it would introduce a new National Housing and Homelessness Agreement with State Governments to improve outcomes across the housing spectrum. This Agreement replaces two agreements: the National Partnership Agreement on Homelessness and the National Affordable Housing Agreement (supported by the National Affordable Housing Specific Purpose Payment). This National Housing and Homelessness Agreement continues the long history of cooperation between the Commonwealth and States to improve housing outcomes dating back to 1945. These joint efforts have generally been directed to those most in need through homelessness services and social housing, and recognise the significant economic and social benefits of secure housing.

PART 1 – FORMALITIES

Parties to this Agreement

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

Term of the Agreement

11. This Agreement will commence on 1 July 2018 or as soon as the Commonwealth and one other Party sign it, whichever is the later, and is ongoing. This Agreement may be reviewed, varied or terminated as set out in Part 6 – Governance Arrangements.
12. The bilateral schedules will commence as soon as the Commonwealth and the relevant Party sign them.
13. Unless terminated earlier as agreed in writing by the relevant Parties, bilateral schedules will:
 - (a) expire no later than 30 June 2023; and
 - (b) be replaced for further terms of up to five years by the written agreement of the Parties.

PART 2 – OBJECTIVES, OUTCOMES AND OUTPUTS

Objectives

14. The objective of this Agreement is to contribute to improving access to affordable, safe and sustainable housing across the housing spectrum, including to prevent and address homelessness, and to support social and economic participation.

Outcomes

15. This Agreement will contribute to the following aspirational, overarching national outcomes:
 - (a) a well-functioning social housing system that operates efficiently, sustainably and is effective in assisting low income households and **priority homelessness cohorts** to manage their needs;
 - (b) affordable housing options for people on low-to-moderate incomes;
 - (c) an effective homelessness service system, which responds to and supports people who are homeless or at risk of homelessness to achieve and maintain housing, and addresses the incidence and prevalence of homelessness;

- (d) improved housing outcomes for Indigenous Australians;
 - (e) a well-functioning housing market that responds to local conditions; and
 - (f) improved transparency and accountability in respect of housing and homelessness strategies, spending and outcomes.
16. The outcomes of this Agreement are a shared responsibility of the Commonwealth and States. They are included for the purpose of monitoring sector-wide performance supported by Commonwealth funding under this Agreement and other funding including Commonwealth Rent Assistance and States' own source funding contributions. For the avoidance of doubt, the Commonwealth's estimated financial contribution to the State will not be reduced because the outcomes set out in clause 15 are not achieved.

Outputs

17. Consistent with section 15C of the FFR Act, each State will be required to achieve the following conditions to be eligible for funding under this Agreement:
- (a) for the period set out in clause 18 the State will have a publicly available housing strategy that:
 - i. indicates the level of housing supply needed to respond to projected housing demand, and outlines the reforms and initiatives that will contribute to meeting this need;
 - ii. includes planned or expected levels of social housing; and
 - iii. details how the State will contribute to the **housing priority policy areas** set out in Schedule A where appropriate to its needs;
 - (b) for the period set out in clause 18 the State will have a publicly available homelessness strategy that:
 - i. addresses the **priority homelessness cohorts** specified in Schedule B;
 - ii. sets out reforms and initiatives that will contribute to a reduction in the incidence of homelessness; and
 - iii. incorporates the **homelessness priority policy reform areas** specified in Schedule B where appropriate to its needs;
 - (c) provide reporting on the Agreement to the relevant Commonwealth Minister (or a relevant Commonwealth official) in the manner, and within the period, set out in Part 4 – Monitoring and Reporting;
 - (d) contribute to the ongoing collection and transparent reporting of agreed data, including the development of data improvements and a nationally consistent data set under Commonwealth leadership, in accordance with Schedule C;
 - i. States are required to provide information (including deliverables) to the relevant Commonwealth Minister (or a relevant Commonwealth official) in the manner, and within the period, as set out in Schedule C, and agree to a new schedule setting out data improvements by 30 June 2019; and

- ii. States are required to provide information to the relevant Commonwealth Minister (or a relevant Commonwealth official) in the manner, and within the period, as set out in the data schedules (when agreed or by 30 June 2019, whichever comes first);
 - (e) match Commonwealth homelessness (including homelessness SACS) funding set out in Table 2 in Part 5 – Financial Arrangements on a dollar for dollar basis during each financial year; and
 - (f) agree a bilateral schedule with the Commonwealth which will be tailored to the needs of each State.
18. For the purposes of sub-clauses 17 (a) and (b), and for subsections 15C (5) and (6) of the FFR Act, the period for which a State must have a housing strategy or a homelessness strategy and make them available on a publicly accessible website is:
- (a) the whole of the financial year;
- but for any period where it is not reasonably practicable that the strategy is available, which may include a period:
- (b) during which the State is in caretaker;
 - (c) during which the State is developing, reviewing or updating its strategies, so long as the sum of all such periods do not exceed eighteen months in any five year period;
 - (d) during which there is a website outage; or
 - (e) set out in the relevant State’s bilateral schedule for this purpose, as agreed between the Commonwealth and the relevant State.
19. For the purposes of clauses 17 and 18 bilateral schedules will supplement housing and homelessness strategies.
20. For the avoidance of doubt, it is immaterial whether State housing and homelessness strategies are contained in a single document or multiple documents.
21. For the avoidance of doubt, the Commonwealth’s estimated financial contribution to the State will not be reduced because the reforms and initiatives set out in the State’s housing or homelessness strategies do not achieve their stated or intended aim.

PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

22. Each Party has specific roles and responsibilities, as outlined below.

Role of the Commonwealth

23. Under this Agreement the Commonwealth agrees to be responsible for:
- (a) providing a financial contribution to the States in accordance with this Agreement;
 - (b) monitoring and assessing performance under this Agreement to ensure that the outputs are delivered within agreed timeframes;
 - (c) leading the development of data improvements and a nationally consistent data set, including as set out in Schedule C;

- (d) where relevant, in accordance with the *Building and Construction Industry (Improving Productivity) Act 2016*, ensuring that financial contributions to a building project or projects as defined under the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 are only made where a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted; and
 - (e) where relevant, ensuring that compliance with the Code for the Tendering and Performance of Building Work 2016 (Building Code 2016) is a condition of Australian Government funding.
24. Additionally, the Commonwealth is responsible for:
- (a) income support and Commonwealth Rent Assistance;
 - (b) provision of Commonwealth own-purpose housing and homelessness related programs and services;
 - (c) immigration and settlement policy and programs;
 - (d) financial sector regulations and Commonwealth taxation settings that influence housing affordability;
 - (e) competition policy;
 - (f) the National Housing Finance and Investment Corporation to operate: an affordable housing bond aggregator to provide lower cost and longer tenor finance to community housing providers; and the National Housing Infrastructure Facility to provide grants, equity investments and concessional loans to build the critical infrastructure needed to bring forward the supply of housing;
 - (g) the collection and publication of housing, homelessness and housing affordability related data, in conjunction with (but not limited to) the Australian Bureau of Statistics, the Australian Institute of Health and Welfare, the Productivity Commission and other Commonwealth and State bodies as necessary.

Role of the States

25. Under this Agreement the States agree to be responsible for:
- (a) developing bilateral schedules in consultation with the Commonwealth;
 - (b) delivering on outputs as set out in clause 17;
 - (c) providing evidence of the delivery of outputs as set out in Part 4 – Performance Monitoring and Reporting;
 - (d) providing a matching contribution in respect of the Commonwealth’s homelessness (including homelessness SACS) funding as set out in Table 2 in Part 5 – Financial Arrangements;
 - (e) social housing and homelessness services, administration and delivery to support local needs;

- (f) where relevant, ensuring that only a builder or builders accredited under the Australian Government Building and Construction WHS Accreditation Scheme is contracted, and providing the necessary assurances to the Commonwealth; and
 - (g) where relevant, ensuring that compliance with the Building Code 2016 is made a condition of tender for and performance of building work by all contractors and subcontractors, and providing the necessary assurances to the Commonwealth.
26. Additionally the States are responsible for:
- (a) the collection of data from housing providers and agencies that provide services to people who are homeless;
 - (b) land use, supply and urban planning and development policy;
 - (c) tenancy legislation and regulation;
 - (d) legislation to support the operation of the national regulatory system for community housing;
 - (e) housing-related State taxes and charges that influence housing affordability; and
 - (f) State based infrastructure policy and services associated with residential development.

Shared roles and responsibilities

27. The Commonwealth and the States agree to be jointly responsible for:
- (a) housing, homelessness and housing affordability policy, recognising that States will have responsibility for the content and implementation of their housing and homelessness strategies;
 - (b) support for renters;
 - (c) participating in consultations as appropriate regarding the implementation of this Agreement;
 - (d) identifying and sharing best practices and policy for housing, homelessness and housing affordability;
 - (e) participating in and contributing to the reviews of this Agreement conducted by the Productivity Commission in accordance with clauses 53 to 55;
 - (f) collecting and sharing data, including a commitment to provide data for the development of a nationally consistent data set and a commitment to the continuous improvement of data as set out in Schedule C, and the data collections and compilations set out in Schedule D; and
 - (g) setting joint priorities for evaluation and research.
28. All Parties agree, subject to meeting relevant legislative obligations (such as those relating to privacy, retention or distribution of information and data), to: collect and share data; provide reasonable access to research and administrative data sets; and, where practicable, allow Parties to share data for delivering improved outcomes under this Agreement.

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

Role of local government

30. Local governments operate under State regulation and are not Parties to this Agreement. Local governments, and the Australian Capital Territory and the Northern Territory Governments, are responsible for:
- (a) building approval processes;
 - (b) local urban planning and development approval processes; and
 - (c) rates and charges that influence housing affordability.

PART 4 – PERFORMANCE MONITORING AND REPORTING

National performance indicators

31. Progress towards achieving the objective and outcomes that this Agreement contributes to will be informed with reference to the following national performance indicators:
- (a) the total number of dwellings relative to the population;
 - (b) the stock of affordable rental housing relative to the population;
 - (c) the stock of social housing dwellings relative to the target population for social housing;
 - (d) an increase in the proportion of social housing occupants that are housed in homes that match their needs;
 - (e) an increase in the number of social housing occupants with greatest need as a proportion of all new allocations;
 - (f) an increase in the proportion of social housing occupants whose needs are met and are satisfied with services provided by their housing organisation;
 - (g) a decrease in the number of people experiencing homelessness;
 - (h) a decrease in the number of people that experience repeat homelessness;
 - (i) an increase in the proportion of people who are at risk of homelessness that receive assistance to avoid homelessness;
 - (j) an increase in the proportion of people who are homeless that are assisted to achieve housing;
 - (k) an increase in the number of dwellings that are permitted by zoning in cities or urban areas;
 - i. the measurement of this indicator will be considered as part of the operation of the Housing and Homelessness Data Working Group (established by Schedule C), with

measurement to commence from 1 July 2021 subject to the development of a reliable measure;

- (l) a reduction in the average time taken to decide the outcome of a development application or residential building permit (as applicable) in cities or urban areas;
 - (m) a decrease in the proportion of rental households with household income in the bottom two quintiles that spend more than 30 per cent of their income on rent; and
 - (n) an increase in the proportion of Indigenous Australians purchasing or owning their own home.
32. The reporting on performance under this Agreement will include disaggregation of each national performance indicator (where appropriate) to identify Indigenous Australians and other **priority homelessness cohorts**.
33. Additional national performance indicators may be agreed between the Parties from time to time, and set out in a schedule for that purpose.
34. For the avoidance of doubt, the Commonwealth's estimated financial contribution to the State is not contingent upon performance against the performance indicators set out in clause 31.

Performance benchmarks

35. National performance benchmarks may be agreed between the Parties from time to time, and set out in a schedule for that purpose.

Reporting

Statement of assurance

36. Each State will provide to the relevant Commonwealth Minister (or a relevant Commonwealth official) an annual statement of assurance that it has satisfied the requirements set out in clause 17 ('Outputs'), clause 46 ('General Funding') and clause 49 ('Homelessness Funding').
37. The statement should also include:
- (a) actual Commonwealth funding and expenditure under this Agreement separately identified for housing and homelessness and State-own funding and expenditure in respect of the social housing and homelessness sectors for the relevant financial year;
 - i. actual homelessness expenditure will be disaggregated to separately identify each of the national **priority homelessness cohorts** for the relevant financial year;
 - (b) estimated Commonwealth funding and expenditure under this Agreement separately identified for housing and homelessness and State-own funding and expenditure in respect of the social housing and homelessness sectors for the subsequent financial year.
38. The statement will take the form of official correspondence between the relevant State and Commonwealth Ministers (or delegated officials from the relevant agencies). Statements may be made public by the Commonwealth or the States.
39. Statements for a financial year are required by 31 October of the following financial year, or a later date as agreed by the Commonwealth and the relevant State.

Public reporting on bilateral schedules

40. The States will report on the reforms and initiatives agreed in their respective bilateral schedules, in the manner and in the period set out in the bilateral schedules.

National Performance Reporting

41. The Commonwealth, in consultation with the States, will produce an independent public report on the outcomes that the Agreement contributes to by, at a minimum, measuring the national performance indicators and benchmarks at least annually.

PART 5 – FINANCIAL ARRANGEMENTS

42. In 2018-19, the Commonwealth will provide an estimated total financial contribution to the States of \$1,536 million in respect of this Agreement. From 2019-20, the Commonwealth's estimated financial contribution will be ongoing and the 2018-19 general and homelessness funding will be indexed annually by Wage Cost Index 1. All payments are GST exclusive.
43. The Commonwealth's funding contribution will not be reduced where the States secure funding from other activity partners.
44. The Commonwealth's and the States' estimated financial contributions to the operation of this Agreement, are shown in Tables 1 and 2.
45. Commonwealth contributions will be paid monthly providing that the relevant terms and conditions set out in this Agreement are met.

General funding

46. Under this Agreement, the States are required to allocate Commonwealth funding (exclusive of Commonwealth homelessness funding in Table 1) to housing and homelessness services.
47. Commonwealth general funding will be allocated to States in accordance with each State's share of total population. For payment purposes, States' population shares will be updated annually using Australian Bureau of Statistics population estimates.
48. States may direct Commonwealth general funding under this Agreement to the delivery of homelessness services.

Homelessness funding

49. Under this Agreement, the States are required to allocate at least the Commonwealth's homelessness funding identified in Table 2 to homelessness services, but may allocate additional funding from general Commonwealth funding under this Agreement to address homelessness.
50. Commonwealth homelessness funding will be allocated to States in accordance with each State's share of total homelessness based on 2006 Australian Bureau of Statistics Census homelessness estimates.

SACS funding

51. States will ensure that supplementation funding of \$145.1 million provided by the Commonwealth under the Social, Community and Disability Services Industry Equal Remuneration Order 2012 is distributed from 2018-19 through a clear and fair process that is

consistent with the principles of procedural fairness. The amount of supplementation funding each State is required to distribute is set out in Tables 1 and 2.

Table 1: Estimated financial contributions

(\$ million)	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Estimated total budget (1)*	1,656.9	1,689.9	1,725.1	1,684.3	1,709.6	8,465.8
Estimated National payment (2)						
General	1,379.1	1,398.4	1,419.4	1,440.7	1,462.3	7,099.8
Homelessness	116.6	118.2	120.0	121.8	123.6	600.3
General (Social and Community Services)**	35.7	41.5	47.6	tbd	tbd	124.8
Homelessness (Social and Community Services)	4.5	6.8	9.1	tbd	tbd	20.3
Total Commonwealth contribution	1,535.8	1,564.9	1,596.0	1,562.5	1,585.9	7,845.2
Balance of non-Commonwealth contributions#	121.1	125.0	129.1	121.8	123.6	620.6
(3) = (1) – (2)						

* This is the total Commonwealth contribution plus the State matched funding required under sub-clause 17(e).

** SACS funding beyond 2021-22 is subject to a future Government decision given that Commonwealth funding under the National Partnership Agreement on Pay Equity for the Social and Community Services Sector is terminating.

This is the State matched funding required under sub-clause 17(e).

(a) Estimated financial contributions are based on 2018-19 Budget estimates and are subject to adjustment in accordance with Part 5 of this Agreement.

(b) Per capita shares may not add to estimated total budget due to rounding.

Table 2: State allocations

(\$ million)	2018-19	2019-20	2020-21	2021-22	2022-23	Total
Estimated National payment						
General						
New South Wales	441.1	447.5	454.5	461.5	468.4	2,273.0
Victoria	357.8	364.9	372.5	380.1	385.8	1,861.1
Queensland	276.1	279.8	283.8	287.8	292.1	1,419.6
Western Australia	143.4	144.6	146.0	147.4	149.6	730.9
South Australia	95.4	95.9	96.5	97.2	98.6	483.6
Tasmania	28.8	28.9	29.0	29.2	29.6	145.5
ACT	23.0	23.3	23.7	24.0	24.4	118.4
NT	13.5	13.5	13.5	13.5	13.7	67.7
General (SACS)*						
New South Wales	4.7	5.5	6.3	tbd	tbd	16.5
Victoria	13.7	16.1	18.6	tbd	tbd	48.5
Queensland	6.9	7.7	8.5	tbd	tbd	23.2
Western Australia	4.7	5.5	6.4	tbd	tbd	16.7
South Australia	2.7	3.2	3.7	tbd	tbd	9.6
Tasmania	1.2	1.4	1.6	tbd	tbd	4.1
ACT	1.1	1.4	1.6	tbd	tbd	4.1
NT	0.6	0.7	0.8	tbd	tbd	2.1
Homelessness						
New South Wales	30.4	30.9	31.3	31.8	32.3	156.7
Victoria	23.1	23.4	23.8	24.1	24.5	119.0
Queensland	29.1	29.5	30.0	30.4	30.9	149.9
Western Australia	15.2	15.4	15.6	15.9	16.1	78.1
South Australia	9.0	9.1	9.3	9.4	9.5	46.3
Tasmania	2.8	2.9	2.9	3.0	3.0	14.6
ACT	1.5	1.6	1.6	1.6	1.6	7.9
NT	5.4	5.5	5.6	5.6	5.7	27.8
Homelessness (SACS)*						
New South Wales	0.6	0.9	1.2	tbd	tbd	2.6
Victoria	0.8	1.3	1.7	tbd	tbd	3.8
Queensland	1.4	2.2	2.9	tbd	tbd	6.5
Western Australia	0.9	1.4	1.8	tbd	tbd	4.1
South Australia	0.4	0.5	0.7	tbd	tbd	1.6
Tasmania	0.1	0.2	0.2	tbd	tbd	0.5
ACT	0.1	0.1	0.1	tbd	tbd	0.3
NT	0.2	0.3	0.4	tbd	tbd	0.9

(a) Estimated financial contributions are based on 2018-19 Budget estimates and are subject to adjustment in accordance with Part 5 of this Agreement.

(b) Per capita shares may not add to estimated total budget due to rounding.

* SACS funding beyond 2021-22 is subject to a future Government decision given that Commonwealth funding under the National Partnership Agreement on Pay Equity for the Social and Community Services Sector is terminating.

PART 6 – GOVERNANCE ARRANGEMENTS

Enforceability of the Agreement

52. The provisions of this Agreement as they relate to the FFR Act are legally enforceable. All other provisions are not intended to be legally enforceable. However, this does not lessen the Parties' commitment to this Agreement.

Review of the Agreement

53. This Agreement is intended to provide funding to support the delivery of housing and homelessness services, projects, reforms or initiatives, the achievement of which is to be measured using the outcomes and performance indicators outlined in this Agreement.
54. As part of its reviews of nationally significant sector-wide agreements between the Commonwealth and States and Territories, the Productivity Commission will review the Agreement. This review will be completed at least 12 months prior to 30 June 2023, and periodically thereafter.
55. The terms of reference of this review will be developed by the Commonwealth, in consultation with States.

Variation of the Agreement

56. The Agreement may be amended at any time by agreement in writing by all the Parties.
57. Bilateral schedules under this Agreement that have no impact on other Parties may be amended at any time by agreement in writing between the relevant Parties.
58. A Party to the Agreement may terminate their participation in the Agreement at any time by giving 12 months' notice of intention to do so, in writing, to all the other Parties.

Delegations

59. The Commonwealth Treasurer, or the relevant Commonwealth Minister with portfolio responsibility for housing and homelessness in consultation with the Commonwealth Treasurer, is authorised to agree and amend schedules under this Agreement and to certify that outputs under this Agreement have been achieved.
60. Respective State and Territory Ministers with portfolio responsibility for housing and homelessness are authorised to agree and amend schedules to this Agreement.
61. The relevant Commonwealth Minister may, in consultation with the Commonwealth Treasurer, delegate the assessment of delivery against outputs and the authorisation of related payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

Dispute resolution

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

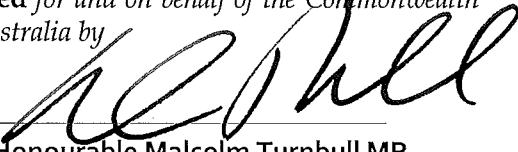
Interpretation

65. For the purposes of this Agreement

- (a) **Housing spectrum** refers to a range of housing tenures: home ownership, private rental market, affordable rental (sub-market, usually community housing), public housing (government provided), crisis accommodation and homelessness. The concept assumes that some people may move up and down the spectrum and that the level of support required (and provided) by governments varies significantly across the spectrum.
- (b) **Housing priority policy areas** set out in Schedule A are agreed national priorities which collectively contribute to achieving national outcomes. States may nominate additional areas of focus in their bilateral schedule.
- (c) **Homelessness priority policy reform areas** set out in Schedule B are agreed national priorities for reform which contribute to achieving national outcomes. States may nominate additional areas for inclusion in their bilateral schedules.
- (d) **Priority homelessness cohorts** set out in Schedule B are agreed national priorities which collectively contribute to achieving national outcomes. States may nominate additional priority cohorts for inclusion in their bilateral schedules.

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

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



The Honourable Malcolm Turnbull MP
Prime Minister

[Day] [Month] [Year]

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

The Honourable Gladys Berejiklian MP
Premier

[Day] [Month] [Year]

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

The Honourable Daniel Andrews MP
Premier

[Day] [Month] [Year]

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

The Honourable Anastacia Palaszczuk MP
Premier

[Day] [Month] [Year]

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

The Honourable Mark McGowan MLA
Premier

[Day] [Month] [Year]

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

The Honourable Steven Marshall MP
Premier

[Day] [Month] [Year]

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

The Honourable Will Hodgman MP
Premier

[Day] [Month] [Year]

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

Andrew Barr MLA
Chief Minister

[Day] [Month] [Year]

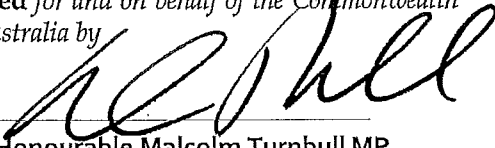
*Signed for and on behalf of the Northern
Territory by*

The Honourable Michael Gunner MLA
Chief Minister

[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 Malcolm Turnbull MP
Prime Minister

[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

[Day] [Month] [Year]

The Honourable Daniel Andrews MP
Premier

[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

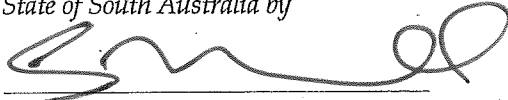
The Honourable Anastacia Palaszczuk MP
Premier

[Day] [Month] [Year]

The Honourable Mark McGowan MLA
Premier

[Day] [Month] [Year]

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



The Honourable Steven Marshall MP
Premier

[Day] [Month] [Year]

Signed for and on behalf of the State of Tasmania by

The Honourable Will Hodgman MP
Premier

[Day] [Month] [Year]

Signed for and on behalf of the Australian Capital Territory by

Signed for and on behalf of the Northern Territory by

Andrew Barr MLA
Chief Minister

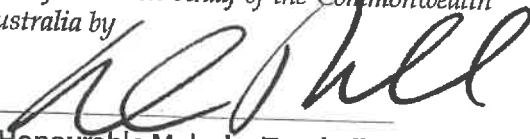
[Day] [Month] [Year]

The Honourable Michael Gunner MLA
Chief Minister

[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 Malcolm Turnbull MP
Prime Minister

[Day] [Month] [Year]

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

The Honourable Gladys Berejiklian MP
Premier

[Day] [Month] [Year]

Signed for and on behalf of the State of Queensland by

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Premier

[Day] [Month] [Year]

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Chief Minister

[Day] [Month] [Year]

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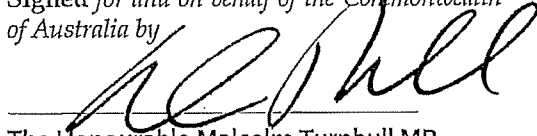
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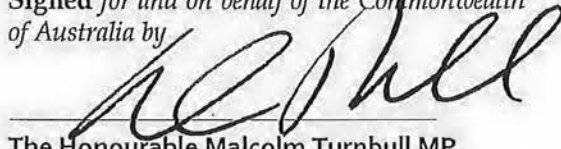
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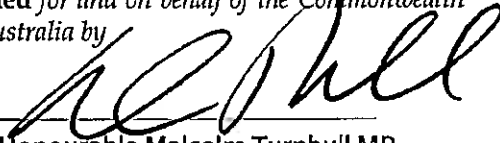
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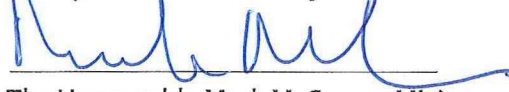
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27 SEP 2018
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HOUSING PRIORITY POLICY AREAS

A1. The following are **housing priority policy areas** which should be incorporated into the State's housing strategies where appropriate to its needs. This acknowledges that each State's housing priorities and needs are unique and may change over time.

National housing priority policy areas

A2. The following are national **housing priority policy areas**:

- (a) **social housing** that is:
 - i. utilised efficiently and effectively (may include redevelopment and stock transfers);
 - ii. responsive to the needs of tenants (may include redevelopment and stock transfers);
 - iii. appropriately renewed and maintained (may include redevelopment and new construction); and
 - iv. responsive to demand (may include new construction and re-development);
- (b) **community housing support** that improves the viability and encourages growth of the sector (may include redevelopment and stock transfers);
- (c) **affordable housing** (may include stock transfers and incentives to increase supply);
- (d) **tenancy reform** that encourages security of tenure in the private rental market;
- (e) **home ownership** including support for first home buyers; and
- (f) **planning and zoning reform and initiatives**, including consideration of inclusionary zoning and land release strategies.

State-specific housing priority policy areas

A3. In addition to the national areas, States may identify other **housing priority policy areas** in their respective bilateral schedule.

HOMELESSNESS PRIORITY COHORTS AND REFORM AREAS

B1. The following are **homelessness priority cohorts** and **homelessness priority policy areas**. **Homelessness priority cohorts** must be addressed in the State's homelessness strategy as required by sub-section 15C(6) of the FFR Act. Homelessness strategies would be considered to address priority cohorts if general homelessness reforms and initiatives meet the needs of these cohorts, so long as consideration is given by the relevant State to the prevalence and needs of that cohort in coming to that view. **Homelessness priority policy areas** should be incorporated into the State's homelessness strategies where appropriate to its needs. This acknowledges that each State's homelessness priorities and needs are unique and may change over time.

National priority homelessness cohorts

- B2. The following are national **priority homelessness cohorts**:
- (a) women and children affected by family and domestic violence;
 - (b) children and young people;
 - (c) Indigenous Australians;
 - (d) people experiencing repeat homelessness;
 - (e) people exiting institutions and care into homelessness; and
 - (f) older people.

State-specific priority homelessness cohorts

B3. In addition to the national priority homelessness cohorts, States may identify other **priority homelessness cohorts** in their respective bilateral schedule.

Homelessness priority policy reform areas

- B4. The following are **homelessness priority policy reform areas**:
- (a) **Achieving better outcomes for people**, setting out how the desired outcomes for individuals will be measured (may include a focus on priority groups, economic and social participation);
 - (b) **Early intervention and prevention**, including through mainstream services, setting out actions being taken through homelessness services and mainstream services (may include a focus on particular client groups or services); and
 - (c) **Commitment to service program and design**, that is evidence and research-based, that shows what evidence and research was used to design responses to homelessness and how responses/strategies will be evaluated.

DATA IMPROVEMENT

Preliminaries

- C1. This schedule outlines how the Commonwealth, States and other members will contribute to the development and implementation of an improved, nationally consistent housing and homelessness data set, and its collection and reporting.
- C2. This improved and nationally consistent data will initially serve three purposes. It will:
 - (a) facilitate the reporting on national and jurisdictional housing and homelessness outcomes, under this Agreement;
 - (b) contribute to a publicly available national dashboard of housing and homelessness data; and
 - (c) support future housing and homelessness research, policy and policy evaluation.
- C3. This schedule provides for the establishment of a working group to pursue these improvements, the scope of this group's activities, its deliverables, governance and timelines for the completion of its work program.
- C4. The activities listed in this schedule constitute an output of the Agreement, per sub-clause 17(d) of this Agreement.

The Housing and Homelessness Data Working Group

- C5. This schedule establishes the Housing and Homelessness Data Working Group (the Working Group): an advisory body that will develop and support States and other members to implement a Housing and Homelessness Data Improvement Plan (the Plan).
- C6. The purpose of the Plan is to improve and develop the evidence base and data to inform future policy, research and evaluation, and form the basis of a new schedule to this Agreement.
- C7. The Plan will provide for new data resources, improvements to existing data sets, linkages between Commonwealth and State datasets, as well as additional or improved performance indicators. The scope of the Working Group's activities in developing this Plan is outlined in clauses C17 to C19.
- C8. The Plan will set out:
 - (a) data improvements;
 - (b) practical timelines for completing the data improvement activities;
 - (c) expected costs of improvement and implementation; and
 - (d) the Parties or agencies that will carry out the work.

- C9. The Working Group will be responsible for progressing the Plan through the governance processes outlined in clauses C13 to C15.
- C10. The Working Group will be responsible for monitoring and publicly reporting on progress towards completing the relevant data improvement activities.

Deliverables and timelines

- C11. The following constitute the deliverables and respective timelines for the Working Group:

Deliverable	Indicative timeline
Establishment of the Working Group.	Upon commencement of the Agreement.
Terms of Reference developed by the Working Group and endorsed by the Housing and Homelessness Senior Officials' Network (HHSON) and the Heads of Treasuries Deputies.	By 31 July 2018, or within a calendar month of establishment, whichever is the later.
Development of a new Data Improvement Plan for the period 2019-2023.	1 August 2018 – 31 March 2019.
Endorsement by Housing and Homelessness Minister and the Council on Federal Financial Relations of the Plan.	By 31 March 2019. HHSON and Heads of Treasuries Deputies may agree to extend this timeline.
Schedule outlining agreed data improvements added to the Agreement by the Commonwealth and agreed to by all relevant Parties.	By 30 June 2019.
Report by Working Group on implementation of data improvement activities to HHSON, Heads of Treasuries Deputies and Housing and Homelessness Ministers.	Last quarter of 2020.
Report by Working Group on implementation of data improvement activities to HHSON, Heads of Treasuries Deputies and Housing and Homelessness Ministers.	Last quarter of 2021.
Report by Working Group on implementation of data improvement activities to HHSON, Heads of Treasuries Deputies and Housing and Homelessness Ministers.	By the last quarter of 2022.
Development of a new Data Improvement Plan for the period 2023-2028.	Mid 2022 – 31 March 2023.

Report by Working Group on implementation of data improvement activities for the period 2019-2023 to HHSON, Heads of Treasuries Deputies and Housing and Homelessness Ministers.	By the last quarter of 2023.
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C12. The deliverables and indicative timelines for the Working Group will be updated as part of the review set out in clause C30.

Governance and Reporting

C13. The Working Group’s proposed Plan will be submitted to the Council on Federal Financial Relations for endorsement, subject to approval through the HHSON, Heads of Treasuries Deputies and Housing and Homelessness Ministers.

C14. Once endorsed the Commonwealth will incorporate this Plan into a new schedule to the Agreement.

C15. The Working Group will report annually to the HHSON and Heads of Treasuries Deputies on the progress towards implementing data improvement activities specified in the Plan.

Funding

C16. The costs associated with specific data improvements will be borne by the jurisdictions or members responsible for the activities, unless otherwise agreed by the relevant Ministers.

Scope of Activities

C17. The Working Group will recommend and support implementation of data improvements that contribute to appropriate, nationally consistent and comparable data to support the Agreement and inform future housing and homelessness policy and research.

C18. The Working Group’s activities will include, but not be limited to, the following activities:

- (a) identifying the data and data improvements required (including potential new data) to support assessment of progress towards achieving outcomes under the Agreement or, more broadly, improved housing, homelessness and housing affordability research and policy, including:
 - i. identifying key housing, homelessness and housing affordability data that can be used to report on housing, homelessness and housing affordability outcomes in this Agreement;
 - ii. identifying any data gaps, inconsistencies or limitations in the key data to establish what improvements can be made;
 - iii. identifying changes to collection and reporting of data, and seeking external advice where necessary to identify potential system upgrades;

- iv. investigating potential data integration or new access arrangements for existing data that could enhance research and evaluation;
- v. consideration of the anticipated impact on service providers in meeting the proposed data improvement and collection requirements;
- vi. identifying host arrangements for any new collection and how the data will be presented; and

(b) investigating whether additional indicators or benchmarks might complement the outcomes framework in the Agreement as provided by clauses 33 and 35 of this Agreement.

C19. Where appropriate, the Working Group should draw on existing data collections and reports, for example the Specialist Homelessness Services Collection and the Report on Government Services, recognising that adjustments to existing data may be required.

Membership

C20. Pursuant to sub-clause 23(c) of the Agreement, the Commonwealth will lead the Working Group and provide secretariat support. A Chair from a relevant Commonwealth Department will be appointed by the Commonwealth.

C21. The Working Group will comprise officials with a mix of data and policy expertise from Commonwealth and State Departments with responsibility for housing and homelessness, assisted by expert advisors from Commonwealth data collection agencies.

C22. A Deputy Chair may be appointed by the Working Group members as necessary depending on the Working Group's needs.

C23. The Parties set out in clause C24 should nominate representatives, noting the need to balance expertise and agility of the Working Group. The Secretariat should be promptly advised of details of representatives by each organisation.

Members

C24. Members may include representatives from:

- (a) each State;
- (b) Commonwealth Department of Social Services;
- (c) Commonwealth Department of Treasury;
- (d) Australian Institute of Health and Welfare;
- (e) Australian Bureau of Statistics; and
- (f) Australian Housing and Urban Research Institute.

State members

C25. States should aspire to nominate up to two members who have the authority to make recommendations on behalf of their jurisdictions across the full range of responsibilities of the Working Group and the housing spectrum.

Expert advisors

C26. Expert advisors may be requested to provide expert advice to the Working Group on potential data activities. They will have observer status in Working Group meetings.

C27. Expert advisors may include the Productivity Commission, or related working groups, agencies, organisations or individuals, as required.

Interaction between the Working Group and other Parties

C28. The Working Group may seek advice from related working groups, agencies, organisations or individuals where specific expertise or further detail to coordinate related data development, collection or reporting activities, is required.

Term of the Schedule

C29. This schedule may be reviewed, varied or terminated consistent with the Agreement, as set out in Part 6 – Governance Arrangements.

C30. Unless terminated earlier as agreed in writing by the relevant Parties, this schedule will be reviewed by the Parties no later than 30 June 2023 with a view to setting out a future work plan for the following five years and subsequent periods.

SCHEDULE D – HOMELESSNESS DATA COLLECTIONS

- D1. The States and Commonwealth will continue to facilitate, collect, compile and supply homelessness agency, client and support period data to the Australian Institute of Health and Welfare (AIHW) consistent with nationally agreed standards and specifications.
- D2. Client outcomes will be reported using data from the Specialist Homelessness Services Collection (SHSC) held by the AIHW.
- D3. All funded specialist homelessness services must participate in the SHSC unless an exemption is provided by the Commonwealth.
- D4. The States and Commonwealth agree to share SHSC client and agency data. The AIHW will provide the States and Commonwealth with access to SHSC data holdings consistent with legislative and privacy arrangements.

Roles and responsibilities

- D5. The States agree to be responsible for:
 - (a) specialist homelessness services;
 - (b) advising the Commonwealth of potential exemptions to participate in the SHSC; and
 - (c) ensuring funded homelessness services and initiatives that are in-scope for the SHSC participate in the SHSC, or have an exemption from participation agreed by the Commonwealth.
- D6. The Commonwealth agrees to be responsible for:
 - (a) the coordination of homelessness data collection from SHSC in collaboration with the AIHW;
 - (b) negotiating exemptions from the SHSC in partnership with the States; and
 - (c) monitoring homelessness service delivery expenditure and participation in the SHSC through confirming that all in-scope initiatives and services are participating in the SHSC, or have been provided with an exemption as negotiated.
- D7. The Commonwealth and the States agree to be jointly responsible for negotiating exemptions for services to participate in the SHSC if necessary.