

1989

THE PARLIAMENT OF THE COMMONWEALTH
OF AUSTRALIA

HOUSE OF REPRESENTATIVES

SUPPORTED ACCOMMODATION ASSISTANCE BILL 1989

EXPLANATORY MEMORANDUM

(Circulated by authority of the
Minister for Community Services and Health,
the Honourable Neal Blewett MP)

SUPPORTED ACCOMMODATION ASSISTANCE BILL 1989

OUTLINE

The purpose of this Bill is -

- (a) to authorise financial assistance by the Commonwealth to the States, the Australian Capital Territory and the Northern Territory in accordance with agreements relating to the Supported Accommodation Assistance Program (SAAP); and
- (b) to authorise payments by the Commonwealth for related purposes.

The main features of the form of agreement which is contained in the Schedule to the Bill are:

- . the agreements would operate from 1 July 1989 and would continue in force for five years until 30 June 1994;
- . a new SAAP program would replace the existing SAAP program;
- . the objective of the new program would be the provision of transitional supported accommodation services and related support services to people who are homeless and in crisis to help them move towards independent living, where appropriate, or other alternatives, such as long term supported housing, as soon as possible;
- . eligible organisations (non-government organisations and local governments) would be assisted to provide a range of supported accommodation services (for example, refuges) and related support services (for example, counselling, outreach workers);
- . the new program would be jointly funded by the Commonwealth and States/Territories and be administered on a day to day basis by the States/Territories; and
- . the Commonwealth and the States/Territories would jointly approve new projects, the allocation of funds and significant variations to such allocations.

The Bill also seeks authority for the Commonwealth to make payments for research and development in relation to supported accommodation and related support services using a small proportion of Commonwealth growth funds.

FINANCIAL IMPACT STATEMENT

The Commonwealth and States/Territories' share of base funds for the existing SAAP program at 30 June 1989 (Commonwealth \$64.1 million, States/Territories \$40.3 million) will continue for the five years of the agreements, indexed annually.

Commonwealth growth funds totalling \$14.7 million over the three years 1989/90, 1990/91 and 1991/92 (to be subsequently incorporated in the base) have been offered to the States/Territories subject to forward commitment and dollar for dollar matching by the States/Territories. The level of any Commonwealth and States/Territories growth funds in respect of 1992-93 and 1993-94 is to be jointly agreed by 30 June 1991.

Total Commonwealth expenditure under SAAP for 1989/90, 1990/91 and 1991/92 is estimated to be \$238.6 million. Total States/Territories expenditure for that period is estimated to be \$161.4 million, giving a total Commonwealth/States/Territories expenditure of \$400.0 million on the program.

SUPPORTED ACCOMMODATION ASSISTANCE BILL 1989

Clause 1 : Short title

By this clause, the Act would be cited as the Supported Accommodation Assistance Act 1989.

Clause 2 : Commencement

Clause 2 would provide for the Act to come into operation on the day of Royal Assent.

Clause 3 : Definitions

Clause 3 would provide definitions of terms used in the Bill.

Clause 4 : Approval of agreement, etc

Clause 4(1) would empower the Commonwealth to enter into an agreement with a State or States substantially in the form set out in the Schedule.

Clause 4(2) would empower the Commonwealth to enter into a further agreement made under and varying an agreement made under clause 4(1).

Clause 4(3) would impose a duty on the Minister to cause a copy of any such further agreement to be laid before each House of the Parliament within 15 sitting days of that House after the further agreement is executed.

Clause 5 : Grants for supported accommodation
services etc

Clause 5(1) would, while an agreement is in force between the Commonwealth and a State, empower the Minister to authorise payments (including advances) to that State, out of money appropriated by Parliament for the purposes of this Act.

Clause 5(2) would provide that an amount repayable by a State to the Commonwealth under an agreement is a debt due by the State to the Commonwealth.

Clause 6 : Minister may authorise payments where
no agreement is in force

Clause 6(1) would provide that, where the Commonwealth and a State have not entered into an agreement, the Minister is empowered at any time in the financial year beginning on 1 July 1989, to authorise payments to the State, of amounts determined by the Minister to assist in the provision of supported accommodation and related support services in that State.

Clause 6(2) would provide that payments under this clause are subject to the terms and conditions that are specified by the Minister in writing which are not inconsistent with those that would have applied if there had been an agreement between the Commonwealth and the State and the payments had been under a provision corresponding to subclause 18(2) (covering the provision of Commonwealth and State base funding in the first year of the new program) of the agreement in the Schedule, and that payments are to be made out of money appropriated by the Parliament for the purposes of this Act.

Clause 6(3) would prohibit the Minister from authorising payments to a State under this clause of an amount that is greater than the total that the Minister could have authorised, if there was an agreement between the Commonwealth and the State, under the provision of the agreement corresponding to subclause 18(2) of the agreement in the Schedule.

Clause 6(4) would provide that where, after 1 July 1989, the Commonwealth and the State enter into an agreement, this clause ceases to apply in relation to the State and any payment to the State under this clause will be taken to have been authorised under section 5 and made under the provision of the agreement corresponding to subclause 18(2) of the agreement in the Schedule.

Clause 7 : Payments for purpose of national
research and development

Clause 7(1) would, where money appropriated by the Parliament in relation to a financial year for the purposes of this Act includes an amount of Commonwealth growth funds in relation to that financial year, empower the Minister, subject to this clause, to approve payments in that financial year, out of Commonwealth growth funds, of such amounts as he determines for the purposes of national research and development in relation to supported accommodation services and related support services, in Australia.

Clause 7(2) would prohibit the Minister from approving payment in a financial year of more than 2% of Commonwealth growth funds in relation to that financial year for the purposes of national research and development.

THE SCHEDULE

The Schedule contains the form of agreement in relation to the provision of moneys by the Commonwealth and the States for the provision of supported accommodation services and related support services by eligible organisations to homeless people in crisis during a period of five years commencing on 1 July 1989.

The more significant features of the agreement follow.

RECITALS

Recital A refers to the current agreement between the Commonwealth and the States, which came into force on 1 January 1985 and continues in force until 30 June 1989, for funding supported accommodation services and related support services to homeless people in crisis.

Recital B refers to the new agreement between the Commonwealth and the States, to come into force on 1 July 1989 and continue for a period of 5 years, for funding supported accommodation services and related support services for homeless people in crisis.

Recital C refers to the primary principle of the program, viz. to ensure that homeless people in crisis in Australia have access to adequate and appropriate transitional supported accommodation and related support services. It explains that in the implementation of this principle, the assistance provided will also reflect the following detailed principles:

- (a) the program will focus on transitional assistance, with services designed to meet the needs of individuals in moving to independent living or other appropriate alternatives while retaining maximum independence;
- (b) there will be early assessment of clients' needs, referral to more appropriate services or programs where required and assistance to secure long term housing alternatives;
- (c) services will be available to all sections of the community irrespective of sex, marital status, race, religion, disability or life situation;
- (d) services will be sensitive to problems of homelessness, domestic violence and personal crisis and actively work to enhance the dignity, self-esteem and independence of clients;
- (e) services will assist clients in ways which recognise the individual needs of clients, develop clients' independence and enhance their own support network;

- (f) priority will be given to services involved in direct service provision for homeless people in crisis and which focus on assistance to individual clients.

Recital D refers to the parties' intention that the agreement be implemented by the Commonwealth granting financial assistance to the States under section 96 of the Constitution, and similar assistance to the Northern Territory and the Australian Capital Territory, on the terms and conditions set out in this agreement.

PART I - OPERATION OF AGREEMENT

Clause 1 provides that, when signed, the agreement will come into force on 1 July 1989 and, subject to subclause 30 (which provides for variation of the agreement in writing and for tabling of the varied agreement before the Parliament), continue until 30 June 1994.

PART II - INTERPRETATION

Clause 3 would provide definitions of terms used in the agreement:

- . "base funding" would mean in respect of a financial year, the ongoing annual financial commitment of the Commonwealth or the State to the funding of the program as at 30 June of the previous financial year;
- . "Commonwealth growth funds" would mean Commonwealth funds provided for the program in respect of a financial year in addition to indexation and base funding;
- . "eligible organization" would mean a local government body or a non-profit organisation (or trustee or corporation established by a non-profit organisation) which is an incorporated body or a constituted body taking steps towards incorporation;
- . "indexation" would mean Commonwealth or State funds provided for the program to maintain the real value of base funding for each financial year;
- . "related support services" would mean a service of the type provided for in clause 6 (covering the scope of the program);

- . "service" would mean a service approved for funding by the Commonwealth and State Minister for the purposes of this agreement or funded under the former Supported Accommodation Assistance Program at 30 June 1989;
- . "State growth funds" would mean State funds provided for the program in respect of a financial year in addition to indexation and base funding;
- . "supported accommodation service" would mean a service of the type provided for in clause 6 (covering the scope of the program); and
- . "young people" would not include persons under 16.

PART III - OBJECTIVE OF THE AGREEMENT

Clause 5 would provide that the objective of the agreement is the provision by eligible organizations, with financial assistance from the Commonwealth and the State, of transitional supported accommodation services and related support services to people who are homeless and in crisis to help them return to independent living, or other alternatives such as long term supported housing, as soon as possible.

PART IV - PROGRAM OPERATION

SCOPE OF PROGRAM

Clause 6(1) would set the scope of the program as -

- . focussing on transitional support for homeless individuals in crisis through a range of service models;
- . including a range of innovative accommodation and non-accommodation service models;
- . including services for women and women with children who are homeless and/or in crisis as a result of domestic violence;
- . including services to meet the needs of, and to give equitable access to, Aboriginal people and people from non English-speaking backgrounds; and
- . including services for chronically homeless people.

Clause 6(2) would specifically exclude from the scope of the program -

- . specialist clinical or treatment services such as those which may be required by people suffering from psychiatric or other illness, or from substance abuse;
- . services exclusively for veterans, people leaving prisons, students, people with disabilities, children under 16 years, the frail aged or other groups as agreed jointly by Ministers;
- . services which replace or duplicate services already provided by, or which are the responsibility of, other government programs or services;
- . services whose primary focus is housing or housing information and referral; and
- . services where assistance depends on undergoing rehabilitation.

Clause 6(4) would provide that a service funded under the former Supported Accommodation Assistance Program immediately prior to the commencement of this agreement, but not otherwise within the scope of the program, will be transferred to a more appropriate funding source if possible, or if not possible, be deemed to be within the scope of the program for the purposes of being eligible to receive funds for indexation and program upgrading, but will not be eligible to receive funds for new or expanded services unless these services are within the scope of the program.

TARGET GROUPS

Clause 6(5) would provide for funds to be allocated within the State on a needs basis, with reference to priorities in the Commonwealth/State plan and agreed by the Commonwealth and the State Minister. The main target groups may include -

- . young people;
- . women and women with children who are homeless and/or in crisis due to domestic violence;
- . families, including single parent families;
- . single men; and
- . single women.

OPERATIONAL AIMS

Clause 7 would provide that during the life of the agreement the Commonwealth and State will seek to -

- . establish more effective and efficient links to long term housing and complementary and related services;
- . improve client data, assessment and referral systems in funded services;
- . assess the effectiveness of the range of models of service delivery;
- . plan and fund services on a rational and equitable basis;
- . involve service providers and relevant interest groups in planning and priority setting for the program;
- . establish a framework for the protection of the rights of service users;
- . develop and implement service agreements with all funded services; and
- . other operational objectives as agreed between the Commonwealth and State Minister.

COMMONWEALTH/STATE ROLES

Clause 8(1) would provide for the Commonwealth and State to be responsible for -

- . joint Ministerial approval of Commonwealth/State plans;
- . joint Ministerial approval of funding of new services, defunding of existing services, re-establishment of a service under a new auspice and significant variations to, or expansion of, existing services;
- . joint Ministerial announcement of approvals or other actions taken jointly in relation to the program;
- . joint Ministerial approval of the Ministerial Advisory Committee;
- . access to services with Commonwealth access through or in conjunction with State officials;
- . joint Ministerial approval of funding for research, training, data collection and analysis, service reviews, program evaluation and consultation;

- . joint action in relation to reviews;
- . joint action in relation to user rights; and
- . joint Ministerial approval of guidelines issued subject to this agreement.

Clause 8(2) would empower the Commonwealth and State Minister to jointly approve a supported accommodation or related support service, to revoke such an approval and to approve variation to an approved service.

STATE ROLE

Clause 9 would provide for the State to be responsible for managing and administering the program at State level in accordance with this agreement, including -

- . drafting the Commonwealth/State plan for consideration by the Joint Officers Group;
- . regular monitoring and review of services and of program performance in the State;
- . carrying out work to support innovative and improved service provision and to encourage new services in areas of high need;
- . servicing the Ministerial Advisory Committee and Joint Officers' Group;
- . processing claims for payment and ensuring that financial accountability requirements are met;
- . ensuring compliance with service accountability requirements and service agreement provisions;
- . approving non-significant variations in subsidy levels; and
- . provision of agreed information to the Commonwealth to allow it to meet its national objectives.

COMMONWEALTH ROLE

Clause 10 would provide for the Commonwealth to be responsible for -

- . setting national priorities and objectives;

- . monitoring and evaluating program performance at a national level;
- . involvement in evaluation and review of services;
- . facilitating information sharing between States on the program, including national data;
- . national program financial management; and
- . provision of information to States, services and peak bodies on related Commonwealth assistance programs.

COMMONWEALTH/STATE SUPPORTED ACCOMMODATION ASSISTANCE PLANS

Clause 11(1) would provide for a Commonwealth/State plan for the program to be developed annually setting out the operation of the program for each year in the State. The plan would include:

- . an assessment of existing service provisions and distribution;
- . an assessment of unmet need;
- . agreed Commonwealth/State priorities for the year including target groups;
- . program finances for the year;
- . the timing, content and process of major program reviews;
- . proposed research and data collections for the year; and
- . the timetable for planning and approval processes in the current and subsequent financial year.

Clause 11(2) would provide for the Ministerial Advisory Committee to advise the Ministers and Joint Officers' Group on priorities and other matters to be included in the draft Commonwealth/State plan. The Joint Officers' Group is to agree on the broad content and framework of the Commonwealth/State plan, taking account of advice from the Ministerial Advisory Committee and the views of the Commonwealth and State Minister.

Clause 11(3) would impose on the State the duty of drafting the Commonwealth/State plan on the agreed basis. The Joint Officers' Group is then to consider and recommend the Commonwealth/State plan to the Commonwealth Minister through the State Minister for their joint approval.

ADVISORY PROCESSES

Clause 12(1) would provide for the establishment of an advisory structure in each State consisting of a Ministerial Advisory Committee and a Joint Officers' Group.

Clause 12(2) would provide for the structure and membership of the Ministerial Advisory Committee to be jointly approved by the Commonwealth and State Minister and for the Committee to be made up of service providers and other people with relevant expertise (the majority of the Committee), as well as Commonwealth and State government officials.

Clause 12(3) would require the Ministerial Advisory Committee to provide advice to Commonwealth and State Ministers and to the Joint Officers' Group on -

- . priorities for consideration in the development of the Commonwealth/State plan;
- . levels of unmet need;
- . program level accountability processes, standards and performance indicators, data needs and evaluation measures; and
- . other matters referred by the Commonwealth and State Minister or the Joint Officers' Group.

Clause 12(4) would provide for the Joint Officers' Group to comprise Commonwealth and State Government officials.

Clause 12(5) would require the Joint Officers' Group to -

- . consider and agree on the framework and content of the Commonwealth/State plan;
- . consider the draft Commonwealth/State plan and recommend it to Ministers;
- . make funding recommendations to Ministers;
- . provide broad program and policy advice to Ministers; and
- . where requested by Ministers, initiate special reviews, agree on their timing content and process, consider their outcomes and make consequent recommendations to Minister.

DATA COLLECTION

Clause 13(1) would require that the State provide the Commonwealth with agreed program and non-identifying client information to monitor achievement of objectives and priorities under the Commonwealth/State plan.

Clause 13(2) would provide for the Commonwealth and State to provide each other with information for program development and planning purposes.

Clause 13(3) would require the State to collect such data required for its management of the program and for the purposes of subclauses 13(1) and 13(2).

SERVICE AGREEMENTS AND REVIEWS

Clause 14(1) would impose on the State the duty to sign service agreements, not exceeding 3 years' duration, with all services in the State on program and financial accountability matters within 3 years of the commencement of this agreement.

Clause 14(2) would provide for service agreements and associated accountability requirements to contain nationally consistent provisions agreed by the Commonwealth and State Ministers within 12 months of the commencement of this agreement.

Clause 14(3) would provide that the State is to review the performance of each service at least once every 3 years.

USER RIGHTS AND PARTICIPATION

Clause 15 would provide that the Commonwealth and State Ministers are to agree, within 2 years of the commencement of this agreement, on mechanisms for resolving breaches of individual rights.

COORDINATION WITH THE COMMONWEALTH/STATE HOUSING AGREEMENT

Clause 16 would provide for the planning and administration of the program to be coordinated with the administration of the provisions of the Commonwealth/State Housing Agreement that are relevant to the program.

PROGRAM EVALUATION

Clause 17(1) would provide for the operation of the program to be evaluated on an on-going basis as agreed between the Commonwealth and State Minister, and a report made to the Commonwealth and State Minister 12 months before the expiry of the agreement including recommendations on the basis for any future arrangements.

Clause 17(2) would provide that where no agreement is reached between the Commonwealth and the State for providing financial assistance after 30 June 1994 for supported accommodation and related support services, neither the Commonwealth nor the State is to be responsible for providing such financial assistance after that date as was provided by the other party to the agreement at 30 June 1994.

PART V - FINANCIAL PROVISIONSFINANCIAL ASSISTANCE

Clause 18 would provide that the Commonwealth shall, out of moneys appropriated by the Commonwealth, provide financial assistance to the State each financial year for the purpose of meeting or reimbursing expenditure in relation to the provision of services. In the first financial year, the Commonwealth and State will provide base funding equal to their respective funding under the Supported Accommodation Assistance Program at 30 June 1989 while base funding in each subsequent year will be equal to that provided as at 30 June in the immediately preceding year. Base funding will be indexed on an annual basis (subclauses 18(1) to 18(4)). The Commonwealth and State may add to their respective base funding through the inclusion of services funded either by the Commonwealth or State but such base funding will not be regarded as growth funds for new expenditure (subclause 18(5)). The Commonwealth's base funding will not exceed the Commonwealth's appropriation for the program in the previous financial year (subclause 18(6)).

Clause 19 would provide for Commonwealth and State to provide growth funds for the first 3 years of the program (subclause 19(1)), with the Commonwealth's growth funds to be matched dollar for dollar by the State using funds for new expenditure under the program (subclause 19(3)). The growth funds provided in a financial year are to be included in base funding for the following year (subclause 19(4)).

Clause 19(2) would provide that the Commonwealth and State Minister are to agree by 30 June 1991 on the level of growth funds to be provided under this agreement in respect of 1992-93 and 1993-94.

Clause 20 would provide that program funds in any financial year will comprise Commonwealth and State base funds, indexation and growth funds (subclause 20(1)). Any program funds allocated in respect of a financial year which are uncommitted at 30 June of that year shall be made available for the program in the following financial year or recovered by the Commonwealth or the State (subclause 20(2)). Financial assistance to the State is to be by way of interest free non-repayable grants subject to subclause 29(2) (which requires the State to repay financial assistance provided by the Commonwealth where the State has failed to apply such assistance for the purposes and in the manner provided by this agreement) (subclause 20(3)).

PAYMENTS AND ADVANCES

Section 21 would provide for financial assistance payable in a financial year to be made available to the State at times and in amounts as agreed by the Commonwealth and State Minister.

Clause 22 would empower the Commonwealth Minister, when and in amounts agreed upon between the Commonwealth and State Minister, to make advances on account of payments of financial assistance payable to the State under this Agreement.

Clause 23(1) would provide for the whole or part of an advance to be deducted from a financial assistance payment that subsequently becomes payable.

PART VI - USE OF FUNDS

Clause 24 would provide for financial assistance to be provided to the State subject to specific conditions under the agreement.

Clause 25 would provide that the State ensure that funds provided by the State to eligible organizations for recurrent and non-housing capital purposes are used only for the purposes under this agreement and in accordance with service agreements in force with those organizations.

Clause 26 would empower the State to use, for the administration of the program, the same dollar amount, indexed annually, as it was entitled to use under the Supported Accommodation Assistance Program at 30 June 1989. Additional administrative funds are to be agreed annually by the Commonwealth and State Minister, but are not to exceed 1% of total Commonwealth growth funds and State growth funds, or as otherwise bilaterally agreed, with this amount indexed annually.

PART VII - OBSERVANCE OF AGREEMENT

Clause 27 would provide for the State to supply, in addition to that information required under subclauses 13(1) and 13(2) (relating to data requirements), any further information to the Commonwealth on the operation of the State's program or services as is agreed between the Commonwealth and State Minister.

Clause 28(1) would impose a duty on the State Minister to furnish the Commonwealth Minister by 30 November of each financial year following the end of each financial year or such later date as is agreed between the Ministers, with a certificate certifying that the financial assistance provided and the State's contributions under this agreement in respect of the financial year were applied in accordance with this agreement.

Clause 29(1) would provide that, following consultations with the State Minister, if the Commonwealth Minister thinks it appropriate he may withhold whole or part of the financial assistance to the State where the State fails to comply with the conditions of financial assistance until the State remedies that failure.

Clause 29(2) would provide that, following consultations with the State Minister, if the Commonwealth Minister informs the State Minister in writing that the Commonwealth Minister is satisfied that the State has failed to ensure that an amount of financial assistance provided to the State has been applied for the purposes and in the manner provided for by this agreement, the State is to repay to the Commonwealth that amount or such part of it as the Commonwealth Minister determines.

PART VIII - VARIATION OF AGREEMENT

Clause 30(1) would provide for the variation of this agreement as between the Commonwealth and State by written agreement between the Commonwealth and State Minister.

Clause 30(2) would provide for the tabling of a copy of the agreement in the Commonwealth Parliament within 15 sitting days from the date of making of the agreement.

PART IX - REPRESENTATION AND COMMUNICATIONS

Clause 31(1) would provide, subject to subclause 31(2), that the Commonwealth is to be represented for the purposes of this agreement by the Department of Community Services and Health and that the Commonwealth Minister is to notify the State Minister of that Department's address and any change in that address.

Clause 31(2) would provide that where the administration of this agreement is allocated to a Minister other than the Minister for Housing and Aged Care, the Commonwealth is to be represented by the Department administered by that other Minister and the other Minister is to notify the State Minister of the Department's address.

Clause 32 would provide for the State to be represented for the purposes of this agreement by the Department nominated by the State Minister and the State Minister is to notify the Commonwealth Minister of the Department's address and of any change in its address.

Clause 33(1) would provide that notices or other communications in connection with this agreement shall be duly given if in writing signed by or on behalf of, or attributed to, the head or other authorized officer of the Department by which it is given and addressed to or delivered at the address of the Department to which it is directed.

Clause 33(2) would provide that for the purposes of this clause writing includes teleprinter or facsimile message and that the address for such a message shall be the teleprinter or facsimile address of the receiving Department.

