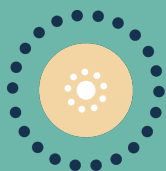




# Housing Policy Partnership Agreement to Implement

Partnership agreement to improve outcomes under  
Closing the Gap for housing established by the  
Joint Council on Closing the Gap

Under the authority of the National Agreement on Closing the Gap



HOUSING  
POLICY  
PARTNERSHIP

# Preamble

The National Agreement on Closing the Gap (the **National Agreement**) makes provision for the establishment of policy partnerships under Priority Reform One: Formal Partnerships and Shared Decision-Making. Policy partnerships are partnerships created for the purpose of working on discrete policy areas, such as education, health or housing (Clause 30, National Agreement). The National Agreement states at Clause 38, that by 2022, the Joint Council will establish a joined-up approach to five policy priority areas, between the Commonwealth, states and territories and Aboriginal and Torres Strait Islander representatives.

The five policy priority areas are:

1. justice (adult and youth incarceration)
2. social and emotional wellbeing (mental health)
3. housing
4. early childhood care and development
5. Aboriginal and Torres Strait Islander languages.

A dedicated and coordinated approach in the housing sector is critical to improving outcomes for Aboriginal and Torres Strait Islander people. Increasing Aboriginal and Torres Strait Islander peoples' access to safe and appropriate housing is fundamental to improving outcomes across their lives.

Supporting Aboriginal and Torres Strait Islander people into appropriately designed, located and managed, safe and secure housing sets them up for improved opportunities and success in education and employment as well as improving short and long-term health outcomes and social and emotional wellbeing.

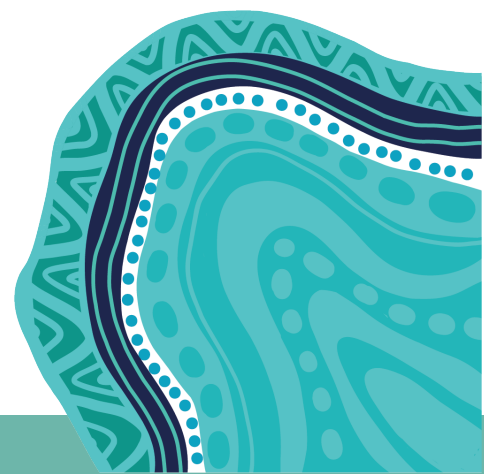
This partnership aligns and builds on existing commitments under the National Agreement and strategies that have been developed in partnership with the housing sector.

## Strong partnership elements

The National Agreement states that policy partnerships should include the strong partnership elements articulated at Clause 32 unless Aboriginal and Torres Strait Islander people, communities and organisations choose not to pursue elements (Clause 35). This partnership will adhere to the principles of genuine consultation, engagement and participation which respects the expertise and experience of the Aboriginal and Torres Strait Islander housing sector, particularly the community-controlled housing sector. All parties commit to working together respectfully and each party to this agreement has an equal and shared responsibility as a representative of their organisation within this partnership. The partnership is an opportunity to demonstrate a way of working together that is respectful, grounded in ethics and allows different views to be heard.

The Housing Policy Partnership (the HPP) is consistent with the Partnership Agreement on Closing the Gap and the National Agreement on Closing the Gap. The strong partnership elements at Clauses 32 and 33 of the National Agreement apply to the HPP.

- 1.



## Purpose

1. The purpose of formal policy partnerships and place-based partnerships such as the HPP, is to:
  - a. Drive Aboriginal and Torres Strait Islander community-led outcomes on Closing the Gap;
  - b. Enable Aboriginal and Torres Strait Islander representatives, communities and organisations to negotiate and implement agreements with governments to implement all Priority Reforms and policy specific and place-based strategies to support Closing the Gap;
  - c. Support additional community-led development initiatives;
  - d. Bring together all government parties, together with Aboriginal and Torres Strait Islander people, organisations and communities to the collective task of Closing the Gap;
2. Specifically, the Agreement seeks to establish a mechanism for the Parties to develop a joined-up approach to Aboriginal and Torres Strait Islander housing policy, with a focus on Outcome 9 of the National Agreement - ensuring Aboriginal and Torres Strait Islander people secure appropriate, affordable housing that is aligned with their priorities and need; and
3. One key output of the HPP is to make recommendations to the Joint Council about improving housing outcomes and homelessness prevention for Aboriginal and Torres Strait Islander people.

## Objectives

4. The objectives of the HPP are to:
  - a. Establish a joined-up partnership approach between all governments and Aboriginal and Torres Strait Islander community representatives to address and improve housing outcomes of Aboriginal and Torres Strait Islander people;
  - b. Give a focus to the Priority Reforms in the National Agreement, and how they can be harnessed to make the changes needed to ensure that Aboriginal and Torres Strait Islander people secure appropriate, affordable housing that is aligned with their aspirations, priorities and need;
  - c. Identify specific reforms to increase the proportion of Aboriginal and Torres Strait Islander people living in appropriately sized and affordable housing, to enable improved life outcomes across areas such as employment, health, education and connection to community and 'country';
  - d. Identify opportunities to work more effectively across and within governments, the Coalition of Peaks and housing organisations, particularly community-controlled organisations to reduce service gaps and duplication and improve outcomes under the National Agreement;
  - e. Support efforts to implement the National Agreement including meeting targets for the Priority Reform areas and socioeconomic outcomes;
  - f. Ensure policy is informed by a bottom-up, community and sector led model that acknowledges and supports Aboriginal and Torres Strait Islander community-led outcomes on Closing the Gap, through a housing lens; and
  - g. Enable Aboriginal and Torres Strait Islander representatives, communities and organisations to negotiate and implement agreements with governments to implement all Priority Reforms and specific and place-based policy strategies to support the National Agreement.

## Scope

5. The HPP will focus on issues and actions to deliver progress towards Outcome 9 and associated targets and indicators of the National Agreement, this includes:
6. Establishing a joined-up approach between governments and Aboriginal and Torres Strait Islander representatives to supporting Aboriginal and Torres Strait Islander people securing appropriate (not overcrowded), affordable housing, reducing gaps and duplication, and giving effect to the transformational Priority Reforms.
7. The topics under consideration encompass the exploration of solutions aimed at tackling the identified drivers and markers of housing and homelessness issues. These topics include:
  - a. Examining the rate of home ownership taking into account location and tenure types
  - b. Analysing the homelessness rate, segmented by types such as transitional housing or sleeping rough, and categorised by different age groups
  - c. Addressing structural challenges, including the quality of functional health hardware, using the Australian Bureau of Statistics' (ABS) measurement of an acceptable housing standard.
  - d. Addressing issues related to low-income households facing rental stress or mortgage stress
  - e. Evaluating the availability of social housing units per 100 households based on the geographical location
  - f. Monitoring progress towards achieving parity in housing and homelessness matters
  - g. Studying the rate of diagnosis for Rheumatic Heart Disease (RHD) considering the severity at the time of diagnosis
  - h. Scrutinising hospitalisation rates related to diseases attributed to environmental factors
  - i. Investigating mortality rates linked to illnesses associated with poor environmental health conditions
8. Issues and actions that can be directly linked to progressing the socioeconomic targets and indicators related to housing in the National Agreement and that relate to the drivers of housing outcomes.

This includes social and emotional wellbeing, physical and mental health, suicide prevention, justice and early childhood outcomes in the National Agreement. It may also include proposed priority actions under the Aboriginal and Torres Strait Islander Housing Sector Strengthening Plan.

  - a. Issues and actions that progress the Priority Reforms as they relate to housing. This may include the following actions for consideration by the HPP members:
    - i. Review existing partnerships or creation of new partnerships related to housing, including place-based partnerships to support Priority Reform One.
    - ii. Review of the community-controlled housing sector and plans to strengthen and sustain the sector in line with Priority Reform Two.
    - iii. Embedding Priority Reform Three by pursuing transformation of mainstream agencies, including across the portfolios of housing, infrastructure and health, as well as connection to cross-cutting issues such as justice, disability, employment and education.
    - iv. Issues relating to the structure and operation of governments, organisations they support and fund, government funding and mainstream services that disproportionately and unfairly impact Aboriginal and Torres Strait Islander people, also under Priority Reform Three.
    - v. Review of data available and needed to develop evidence-based and locally responsive policies in accordance with Priority Reform Four and the Data Development Plan as required under Clause 92 of the National Agreement.
9. The Parties to the HPP will have authority to determine by consensus whether a topic is in scope or not. If the Parties are unable to agree on whether a topic is in scope, the dispute resolution processes may be triggered.

10. Matters which are considered out of scope for the HPP may be referred to other partnerships, bodies or mechanisms for consideration in line with powers of the HPP set out in this document.

## Chairing arrangements

11. The HPP is co-chaired by the Chief Executive Officer of the National Aboriginal and Torres Strait Islander Housing Association (**NATSIHA**) and the Deputy Secretary Commonwealth Department of The Treasury (**the Treasury**).
12. The co-chairs are responsible for setting meeting agendas, chairing meetings, and overseeing and monitoring the work of the HPP.
13. The co-chairs may agree to a supplementary document to support the administration of the Agreement.

## Parties

14. The Parties to the Agreement are all Australian Governments, the Coalition of Peaks, and other Aboriginal and Torres Strait Islander representatives.
15. The Parties agree the Coalition of Peaks will nominate 5 or 6 member representatives. The Coalition of Peaks will also nominate 4 or 5 other Aboriginal and Torres Strait Islander representatives in line with Clause 32(a) of the National Agreement that are selected through an open and transparent process.
16. Continuity of membership and attendance at meetings is critical to the effective functioning of the HPP.
  - a. Coalition of Peaks representatives will confirm their attendance with the Peaks' nominated co-chair (i.e. NATSIHA) prior to meetings. If they are unable to attend the co-chair will nominate an alternative representative in consultation with the relevant Peak. If the member misses three meetings the co-chair will ask them to reconsider their ongoing membership.
  - b. Other Aboriginal and Torres Strait Islander representatives will also confirm their attendance with the Peaks' co-chair (i.e. NATSIHA) prior to meetings.
  - c. Government representatives will confirm their attendance in advance with the Government co-chair prior to meetings. If a government representative is unable to attend a meeting, then the jurisdiction will nominate an alternative representative with sufficient seniority.
  - d. Should the CEO of NATSIHA be unavailable for a meeting, another member of the organisation of sufficient seniority (e.g. the COO or Chairperson) shall be nominated as the NATSIHA representative. This representative will also co-chair the meeting.
17. Subject to the agreement of co-chairs, additional representatives, including subject matter experts and observers may be invited to attend the meeting of the HPP in support of the work of the HPP.
18. Shared decision making is by consensus, where the voices of Aboriginal and Torres Strait Islander parties hold as much weight as the government.

## Roles and responsibilities

20. All Parties are jointly responsible for:

- a. Advocating for systemic and structural transformation of mainstream government organisations to improve accountability and respond to the needs of Aboriginal and Torres Strait Islander people.
- b. Developing a joined-up approach to housing policy issues including:
  - i. identifying opportunities to work more effectively across governments;
  - ii. reducing gaps and duplication;
  - iii. addressing the drivers of Outcome 9 including eliminating homelessness, overcrowding, rental stress and mortgage stress for low income households and achieving significant improvements in the home ownership rate, parity across the Nation in relation to housing and homelessness outcomes and diseases associated with poor environmental health; and
  - iv. supporting the mechanism by which Aboriginal and Torres Strait Islander housing organisations, and other community-controlled housing organisations are empowered and share decision making in the process, consistent with the National Agreement on Closing the Gap.
- c. Agreeing the priorities and work plan for the HPP.
- d. Conducting and commissioning research and studies, analysing data and information, preparing reports.
- e. Developing recommendations and taking forward actions through the implementation approaches of the National Agreement, and the process referred to at section 20. b. iv) above which is a key principle.
- f. Tracking and reporting on progress.

21. The government Parties will:

- a. Liaise with other agencies in their jurisdiction to develop cross-agency perspectives to inform the work of the HPP.
- b. Engage with other organisations to seek expert advice.
- c. Engage with relevant Ministers and seek Ministerial support and clearance of key actions ahead of HPP agreement as required.
- d. Consider how recommendations of the HPP and actions agreed can be implemented in their jurisdiction, including through the implementation planning process or more urgent action.
- e. Communicate the work of the HPP to other agencies and relevant stakeholders in their jurisdiction.
- f. Share data with Aboriginal and Torres Strait Islander representatives, where government is the owner of that data and privacy or other requirements allow, to inform shared decision-making.
- g. Complete the above in consultation with NATSIHA or jurisdictional peaks as and when required.

22. The Coalition of Peaks' Parties will:

- a. Liaise across the Coalition of Peaks and their membership and bring the perspectives of the Aboriginal and Torres Strait Islander people, communities and organisations, their expertise, and their lived experiences to the deliberations of the partnership;
- b. Provide opportunities for Aboriginal and Torres Strait Islander people, communities and organisations to inform them of their concerns and how they might be resolved.

## Term

23. The Agreement comes into effect on the date of endorsement by the Joint Council and continues for an initial period of three years.
24. The HPP will be reviewed and evaluated, with the evaluation completed at least six months before the expiration of the initial three-year term. The process for this review will be established by the Closing the Gap Drafting Group in

consultation with HPP Parties, agreed by the Partnership Working Group and advice provided to Joint Council, which will endorse a decision on next steps.

## Amendment

25. The HPP will consider whether any amendments are required to this Agreement, its membership and its forward work plan at least once each year.
26. The Agreement can be amended in writing at any time by agreement of all Parties.

## Decision-making

27. The HPP is guided by the principle that decision-making is shared between governments and Aboriginal and Torres Strait Islander people (in line with Clause 32c of the National Agreement). Shared decision-making is:
  - a. By consensus, where the voices of Aboriginal and Torres Strait Islander Parties hold as much weight as governments’.
  - b. Transparent, where matters for decision are in terms that are easily understood by all Parties and where there is enough information and time to understand the implications of the decision.
  - c. Where Aboriginal and Torres Strait Islander representatives can speak without fear of reprisals or repercussions.
  - d. Where a wide variety of groups of Aboriginal and Torres Strait Islander people, including women, young people, elders, LGBTQI+SB and Aboriginal and Torres Strait Islander people with a disability can have their voice heard.
  - e. Where self-determination is supported, and Aboriginal and Torres Strait Islander lived experience is understood and respected.
  - f. Where relevant funding for programs and services align with jointly agreed community priorities, noting governments retain responsibility for funding decisions.
  - g. Where partnership Parties have access to the same data and information, in an easily accessible format, on which any decisions are made.



## Recommendations

28. The HPP may make recommendations under this Agreement and will provide those recommendations via the Partnership Working Group to the Joint Council for its information, unless the recommendation is for an action to be taken to Joint Council for agreement.
29. All recommendations made pursuant to this Agreement are made by consensus of the Parties. Recommendations are non-binding.
  - a. Recommendations of the HPP made to Joint Council will only be made public with the express agreement of Joint Council.
30. Recommendations may be made as national recommendations or may apply to a specific member or other party. Recommendations should not duplicate existing efforts in a particular jurisdiction and should be tailored to existing structures and jurisdictional drivers. It is not the intention that all jurisdictions would have to report against all relevant recommendations of the HPP as some may not be applicable.
31. Actions to respond to relevant recommendations would be included in each Parties' annual implementation plan updates where publication of the recommendations is endorsed by Joint Council. Specific actions should be considered and taken forward through jurisdictional partnership arrangements for implementation plans, to enable actions to be tailored to the specific circumstances of each jurisdiction. Progress on actions against recommendations should be outlined in Parties' annual reports.
32. Beyond incorporating actions to respond to the recommendations in implementation plans, Parties may take more urgent action if appropriate.
33. The extent to which recommendations have been implemented by jurisdictions and other organisations will be reported as part of the HPP reporting process (set out under the Reporting' section of this Agreement).

## Referring matters

34. The HPP may refer matters which it deems out of scope to an appropriate mechanism for consideration.
35. Where recommendations are agreed by Joint Council - and these fall under a Commonwealth and or state and territory, or legislative government authority - they will be referred to the relevant authority for consideration or implementation, as appropriate.
36. By agreement, the Parties may establish sub-structures or working groups as required to progress recommendations or explore specific topics arising under the HPP. Where possible, Parties should rely on existing structures, including existing jurisdictional and regional arrangements to progress recommendations.

## Expert advice

37. Subject matter experts, including people with lived experience, may be invited to attend meetings of the HPP from time to time for the purpose of presenting on topics being considered by the HPP or to provide expert advice. Experts must be agreed by Parties before being invited to attend a meeting.

## Data sharing

38. In line with Priority Reform Four, parties should endeavour to share available data and information with Aboriginal and Torres Strait Islander representatives and government organisations through the HPP. This will assist the HPP to have clear understanding of context, to make evidence-based recommendations and to gauge progress toward the targets. The HPP may agree to ask Parties to collate and provide relevant data, and Parties will endeavour to do so as far as possible. Parties will make clear the purpose and intended outcome of data collection and sharing activities.



## Reporting

39. Policy partnerships will be a standing item at Joint Council. This standing item will include a verbal update on how the HPP is progressing, including jurisdictional updates on actions taken to support the objectives of the HPP.
40. In addition to verbal updates, the HPP will report annually in writing to the Joint Council on:
  - a. Recommendations it has made
  - b. Actions being taken to implement recommendations
  - c. Progress against the objectives of the HPP
  - d. Progress against any relevant Priority Reforms and socio-economic targets in the National Agreement
  - e. Identification of any unresolved challenges
  - f. Any other updates.
41. The written report will, where possible, draw on existing reporting and not add additional reporting burdens. It will compile information from all the jurisdictional implementation plans on how recommendations of the HPP are being addressed. It will also include a short summary of how the HPP is progressing, and a list of any recommendations made by the HPP, including unresolved challenges.
42. The HPP annual report to Joint Council will be tabled via the Partnership Working Group. The Partnership Working Group may prepare additional materials or responses to accompany the report.
43. Actions arising from recommendations of the HPP which are incorporated into Implementation Plans will also be reported on through the annual public reports (clause 118 and 119 of the National Agreement). These reports should also include a specific reference to the HPP and its progress.

## Dispute resolution

44. The Parties to the HPP will endeavour in the spirit of co-operation, good faith, and mutual trust to resolve any difficulties or misunderstandings with respect to the HPP.
45. If the matter cannot be resolved by negotiation, the HPP will refer the matter via the Partnership Working Group to the Joint Council for resolution if and when required.

## Meetings

46. Regular meetings of the Parties will be held as required. The Parties will meet at least four times per calendar year.
47. The forward work plan for the HPP for its first 12 months will be determined at the first meeting of the Parties. The agenda for each meeting will be determined with input from the Parties and approved by the co-chairs.

## Secretariat support

48. A Secretariat will be established to support the HPP by:
  - a. Preparing papers.
  - b. Organising meetings including travel.
  - c. Compiling the annual reports.
  - d. Maintaining and updating public material.
49. Papers will be distributed one week ahead of each meeting. The HPP may agree to progress items out of session.

## Resourcing

50. In accordance with Clause 33 of the National Agreement, the Parties acknowledge that the Coalition of Peaks Parties (National Aboriginal and Torres Strait Islander Housing Association) need to be provided with adequate and ongoing financial support to enable them to engage and negotiate as equal partners. This financial support will be separate to their current funding, as this is a new activity not covered by existing funding sources.
51. The Parties acknowledge that the other Aboriginal and Torres Strait Islander Parties also need to be provided with adequate and ongoing financial support to enable them to engage and negotiate as equal partners.
52. In relation to section 47 the Commonwealth will provide funding for the establishment of the HPP, including resourcing for the HPP Secretariat and reasonable meeting costs such as travel for the HPP. The Commonwealth will also support the participation of the independent Aboriginal and Torres Strait Islander members of the HPP, including through sitting fees. Members can choose not to accept fees where they may already be receiving a salary or payment from their employer.
53. Resourcing for additional activities of the HPP will be negotiated and agreed by the Parties to this agreement as they arise during the life of the Agreement. This includes the commissioning of any reports or expert evidence.