

Housing Implementation Plan

NATIONAL PARTNERSHIP AGREEMENT ON STRONGER FUTURES IN THE NORTHERN TERRITORY

PART 1: PRELIMINARIES

1. This Implementation Plan is a schedule to the National Partnership Agreement on Stronger Futures in the Northern Territory (NP) and should be read in conjunction with that Agreement. The objective of the NP is to support Aboriginal people in the Northern Territory (NT), particularly in remote communities, to live strong, independent lives, where communities, families and children are safe and healthy. One of the outcomes in the NP is improved public housing in remote communities.
2. This Implementation Plan aims to improve public housing in remote communities through:
 - (a) upgrading houses, to complement the capital program being rolled out under the National Partnership Agreement on Remote Indigenous Housing (NPARIH); and
 - (b) the risk management, remediation and removal of dangerous asbestos and Asbestos Containing Material (ACM) from communities.
3. The activities under this Implementation Plan support the works commenced under the NPARIH. Because the objectives of this Implementation Plan are linked to the housing outcomes for the NT under the NPARIH, it should be read in conjunction with that Agreement and its associated Implementation Plan for the NT.
4. This Implementation Plan sets out the parameters for upgrades of public housing and the risk management, remediation and removal of asbestos and ACM in remote Aboriginal communities across the NT. This Implementation Plan is set out in two Sections: Section A – Housing; and Section B – Asbestos.
5. A glossary of the terms used in this Implementation Plan has been included at Appendix A.
6. A key commitment of this Implementation Plan is to increase local Aboriginal employment, professionalisation and career development in the delivery of government funded services with appropriate targets and goals set for relevant measures.
7. The Northern Territory will also provide opportunities for the participation of Aboriginal businesses in the roll out of the capital works covered by this Implementation Plan.

8. This Implementation Plan commits both governments to working with Aboriginal stakeholders and community groups to ensure services are responsive, effectively meet community needs, and that agreed mechanisms are in place to provide for their ongoing feedback in the design and implementation of the services.
9. Both governments recognise the importance of thorough community engagement in undertaking works in communities. In delivering work under this Implementation Plan, the Northern Territory will undertake a comprehensive program of community engagement consistent with the overarching Aboriginal Engagement Framework of the NP and the specific community engagement framework developed for this Implementation Plan at Appendix B. With respect to housing upgrades, the schedule and format of engagement will be outlined in the agreed Capital Works Schedules. With respect to the risk management, remediation and removal of asbestos and ACM, the timing and format of engagement will be outlined as part of the community management plans.

PART 2: TERMS OF THIS IMPLEMENTATION PLAN

10. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Minister for Families, Community Services and Indigenous Affairs, and the Northern Territory, represented by the Minister for Housing.
11. As a schedule to the NP, the purpose of this Implementation Plan is to provide the public with an indication of how upgrades to public housing in remote communities in the NT are intended to be delivered and how the risk management, remediation and removal of asbestos is intended to be undertaken, as well as demonstrate the Northern Territory's capacity to achieve the outcomes of the NP.
12. This Implementation Plan will cease on 30 June 2018 or on completion of the project, including the acceptance of final performance reporting and processing of final payments against performance milestones.
13. This Implementation Plan may be varied by written agreement between the Commonwealth and the Northern Territory Ministers responsible for it under the overarching NP.
14. The Parties to this Implementation Plan do not intend any of the provisions to be legally enforceable. However, that does not lessen the Parties' commitment to the plan and its full implementation.
15. The maximum financial contribution to be provided by the Commonwealth through this Implementation Plan to the Northern Territory for delivery of the project elements set out in Section A and Section B is \$280.219 million. All payments are exclusive of GST.
16. The Parties agree that targets and funding arrangements will be reviewed in September and February of each year. If following this analysis the Commonwealth and the Northern Territory agree that the due dates for milestones and targets have changed, the Commonwealth will consider whether any funds can be moved between years. However, in accordance with clause 31 of this Implementation Plan, the Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.

Table 1: Total combined estimated financial contribution for Section A & B

(\$ million)	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Total
Section A: Housing	22.408	33.806	39.084	41.464	46.196	47.421	230.379
Section B: Asbestos	4.927	17.388	16.740	10.785	-	-	49.840
Total estimated budget	27.335	51.194	55.824	52.249	46.196	47.421	280.219
less estimated Commonwealth contribution	27.335	51.194	55.824	52.249	46.196	47.421	280.219
equals estimated balance of non-Commonwealth contributions	-	-	-	-	-	-	-
Commonwealth own purpose expenses*	1.489	1.470	0.256	0.039	-	-	3.254
Total Commonwealth contribution	28.824	52.664	56.080	52.288	46.196	47.421	283.473

*Includes departmental expenses.

PART 3: ROLES AND RESPONSIBILITIES

17. The Commonwealth and the Northern Territory are committed to working together in an innovative and cooperative way to help deliver the best outcomes for Aboriginal people in remote communities.
18. The Joint Steering Committee (JSC) is the governance body for the implementation of the NPARIH in the NT and comprises senior Commonwealth and Northern Territory officials.
19. The Commonwealth and the Northern Territory agree that the role and the terms of reference of NPARIH JSC will be broadened to encompass additional responsibility for overseeing Sections A and B of this Implementation Plan. The terms of reference will be reviewed annually with the JSC approving any subsequent changes. Joint program management and operational working groups will continue to help facilitate JSC work in key priority areas.

SECTION A: HOUSING

PART A.1: STRATEGY FOR IMPLEMENTATION

Project information

20. The project element in this Section A is shown in Table A.1 as follows:

Table A.1: Project elements – Delivered by Northern Territory with Commonwealth contribution

No	Title	Short description	Start date	End date
1.	Housing - Functional and Durability upgrades	<p>Complete upgrades for an indicative total of 2,454 houses, comprising:</p> <ul style="list-style-type: none"> • Completing Durability Upgrades of 1,943 houses in 'Target Communities' in line with an agreed annual Capital Works Schedule. These upgrades will improve the durability and amenity of all houses in Target Communities, with all properties to be upgraded to a higher standard than the requirements of the <i>Residential Tenancies Act 1999</i> (RTA) NT, and in line with the Remote Housing Provisions set out at Appendix C. The range of works to be undertaken will be based on the condition of the house. • Completing Durability Upgrades of 70 houses in 'Other Communities' in line with an agreed annual Capital Works Schedule. The range of works taken will be based on the condition of the house. • Completing Functional Upgrades of 441 houses in 'Other Communities' in line with an agreed annual Capital Works Schedule. Functional Upgrades will ensure that all currently 'untouched' properties meet the requirements of the RTA. 	1 July 2012	30 June 2018

21. This Implementation Plan aims to ensure Aboriginal employment (including local Aboriginal employment) in the program of works, and includes a target of at least 20 per cent. In light of the fact that the Northern Territory has consistently exceeded the Indigenous employment targets under NPARIH and the commitment by both governments to high levels of Indigenous employment, the Northern Territory will continue to maintain efforts to exceed the minimum 20 per cent employment target set out in this Implementation Plan. The Implementation Plan review, as set out in clause 46, will consider whether the Indigenous employment target should be increased. New houses constructed under the NPARIH will not be eligible for any upgrades under this Implementation Plan regardless of their location.
22. The housing upgrades under this Implementation Plan are in addition to, and cannot be substituted for, the separate program of work being undertaken under the NPARIH. The works under this Implementation Plan also cannot be substituted for any additional capital works that may be included under the NPARIH from time to time.
23. The number of Durability Upgrades to be undertaken is based on known numbers of public houses in Target Communities (excluding new houses and houses identified for replacement) at the time this Implementation Plan was agreed. However, the number of upgrades may change if (for example) public housing numbers change based on further detailed stock audits.
24. The number of Functional Upgrades to be undertaken is based on known numbers of 'untouched' houses and houses not to RTA standard in Other Communities, at the time this Implementation Plan was agreed. However, the number of Functional Upgrades may change depending on the scheduling of NPARIH capital works in Other Communities.
25. Should there be fewer Target Communities eligible for upgrades (for example, because long-term secure land tenure is not achieved in some communities), the total funding that had been allocated for capital works in those communities (with the exception of replacement houses or refurbishments to be funded under the NPARIH) will be available to fund other housing work to be agreed between the Commonwealth and Northern Territory on recommendation from the JSC. Where these housing works consist of Durability Upgrades or Functional Upgrades the terms of this Implementation Plan will apply as will the previously agreed costings parameters and methodology (inclusive of seven per cent contingency and up to six per cent for project management of the housing program, including to support local Aboriginal employment and workforce development as part of the roll out of works under this Implementation Plan). These housing works will also be reflected in the agreed Capital Works Schedule.
26. Any changes to the total number of upgrades to be carried out due to the circumstances set out in clauses 23 and/or 24 must be agreed between the Commonwealth and Northern Territory on recommendation from the JSC.
27. Under the NPARIH, both Governments require long-term secure land tenure as a basis for remote housing investment and reforms. The negotiation of housing leases with communities are currently ongoing and both Governments are committed to working together to ensure that lease negotiations are completed as expeditiously as possible. Consistent with the principles underpinning the NPARIH, capital works investment under this Implementation Plan will be contingent on long-term secure tenure being achieved.

28. All capital works under this Implementation Plan will comply with the National Construction Code (NCC) and where appropriate, all other relevant Australian Standards including the *Fair Work (Building Industry) Act 2012*; the Fair Work (Building Industry – Accreditation Scheme) Regulation 2005; the Australian Government Building and Construction Occupational Health and Safety Accreditation Scheme; the National Code of Practice for the Construction Industry; and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry. Works will also comply with relevant Northern Territory Guidelines or Standards specifically written for Indigenous housing. In addition, the principles outlined in the National Indigenous Housing Guide will be adhered to in order to further improve housing function, safety and health.
29. Works delivered under this Implementation Plan will comply with the NCC, Australian Standards and the National Indigenous Housing Guide. The Northern Territory will update the NPARIH Quality Management Plan to ensure that works undertaken under this Implementation Plan will be subject to the same design guidelines and performance specifications as the works under the NPARIH. This includes the requirements for all works to be undertaken in accordance with the NCC in all communities 'as if' the *Northern Territory Building Act 2011* were to apply.
30. Houses upgraded under this Implementation Plan will be managed as public housing under the Remote Housing Framework which includes improvements to property and tenancy management. Funding for property and tenancy management of houses upgraded under this Implementation Plan will be provided through the NPARIH.

Estimated costs

31. The maximum financial contribution, to be provided by the Commonwealth to the Northern Territory under Section A of this Implementation Plan to deliver the total number of housing upgrades set out in Table A.1 is \$230.379 million. This budget is detailed in Table A.2, and is payable in accordance with the milestones set out in Table A.5. All payments are exclusive of GST. The budget is indicative only and can only be applied to Element 1 – Housing. The Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.
32. The total number of housing upgrades as set out in Table A.1 above, will be delivered within the agreed costing parameters and methodology for each type of upgrade. Depending on the condition of the houses in an individual Target Community, the funding envelope will also deliver community negotiated upgrades as per the Remote Housing Provisions at Appendix C. These are to be reported on separately.

Table A.2: Estimated financial contribution

(\$ million)	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	Total
Element One: Housing - Functional and Durability Upgrades	22.408	33.806	39.084	41.464	46.196	47.421	230.379
Total estimated budget	22.408	33.806	39.084	41.464	46.196	47.421	230.379
less estimated Commonwealth contribution	22.408	33.806	39.084	41.464	46.196	47.421	230.379
equals estimated balance of non- Commonwealth contributions	-	-	-	-	-	-	-
Commonwealth own purpose expenses	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total Commonwealth contribution for housing investment	22.408	33.806	39.084	41.464	46.196	47.421	230.379

Program logic

33. The project element detailed in this Section A will contribute towards achieving the outcomes and objectives stated in the NP by addressing significant unmet need in terms of the quality of existing houses, making them more safe and functional, increasing their durability and likelihood of realising their full asset life. Further detail about the program logic is set out in Table A.3, below. The project will contribute to building a sustainable public housing system in remote NT communities.

Table A.3: Program Logic – Northern Territory Responsibility

Project Elements	Outputs	Outcomes	Reform Objectives
Element One: Housing - Functional and Durability Upgrades	Improving public housing in remote communities through upgrading houses, to complement the capital program being rolled out under the NPARIH.	Improved public housing in remote communities.	All houses in Target Communities and those identified in Other Communities are made more durable to reach their full asset life and provide greater amenity to tenants. Further to this, all houses in Other Communities are upgraded to meet the requirements of the RTA at a minimum. This will ensure houses are safe and secure and will be achieved through upgrading houses to a higher standard than the requirements of the RTA, and in line with the Remote Housing Provisions set out at Appendix C. Aboriginal Employment Target: At least 20 per cent of the people employed to undertake capital works must be Aboriginal (including local Aboriginal employees).

Risk Management

34. There is an existing risk management plan under NPARIH developed jointly by both governments (through Remote Housing NT). The existing risk management plan actively identifies risks, which are then entered into a risk log, categorised in terms of impact and likelihood, and very actively managed. That risk management plan will be expanded to include the works under this Implementation Plan.

Relevant NT Context

35. In developing this Implementation Plan consideration has been given to the remote NT community context. Key factors that have influenced the proposed direction are listed below and in Table A.4:
- (a) Ensuring Aboriginal and Torres Strait Islander people can live in safe, properly constructed and well maintained homes is fundamental to reducing Indigenous disadvantage. Decent housing is critical for protecting children, improving health, education and employment and rebuilding positive community norms.
 - (b) This Implementation Plan will go a significant way towards addressing public housing needs by building on the \$1.7 billion NPARIH investment. In terms of planning how the project elements will be delivered, a major consideration is the NPARIH targets and investment for the NT to 30 June 2018. Aligning the housing works covered by this Implementation Plan and those covered by the NPARIH capital works program will help to ensure that works are carried out in a coordinated way. The NPARIH also includes other remote housing reforms which are designed to improve the standard of living and

housing for residents of remote Aboriginal communities. These include the rollout of a public housing management framework and improvements in the delivery of repairs and maintenance to houses (see Table A.4, below).

- (c) The upgrades under this Implementation Plan will support and help drive the property and tenancy management reforms that are funded under the NPARIH. In particular, as houses will be upgraded to at least RTA standard in Other Communities and are made more durable in Target Communities, the capital works under this Implementation Plan will result in more houses being managed in a public housing-like manner and support overall sustainability of the remote public housing system.

Table A.4: Links with existing reforms or projects

Proposed project elements	Existing reforms or projects	Complementary nature of activities
<p>Element One: Housing - Functional and Durability Upgrades</p>	<p>Housing works carried out under NPARIH ensure that houses are first made safe and functional. The NPARIH reforms also include a property and tenancy management element focusing on better management of tenancies and maintenance of houses, designed to improve houses' asset life.</p> <p>Further to this, under NPARIH, there is an Aboriginal employment target of 20 per cent. In the first four years of NPARIH, this target has consistently been exceeded by the Northern Territory with around 30 per cent of the total workforce.</p>	<p>The capital works under this Implementation Plan and the NPARIH will be delivered through an integrated capital works program (noting however that the funding and milestones under both programs of work must be separately accounted for).</p> <p>Funding for property and tenancy management of properties upgraded under this Implementation Plan is provided through the NPARIH.</p> <p>The Aboriginal employment targets under this Implementation Plan and under NPARIH are complementary.</p> <p>The Northern Territory will adopt strategies to ensure maximum Aboriginal employment across both the NPARIH works and works under this Implementation Plan. This includes working with contractors and service providers to ensure they have a robust employment and workforce development strategy in place.</p>

PART A.2: PERFORMANCE AND REPORTING ARRANGEMENTS

36. The following performance and reporting obligations will apply to this activity, as set out in Part 4 of the NP.

Milestones

37. To qualify for the associated payments the Northern Territory must meet the milestones in Table A.5 below, subject to clause 39.
38. The Northern Territory is required to submit satisfactory milestone reports to the Commonwealth demonstrating achievements against the milestones set out in Table A.5 below. The frequency and formatting of these reports will align with NPARIH reporting requirements.
39. Payments will be made when the requirements of the milestones (set out in Table A.5) are met in full within the respective reporting periods. Where a milestone is not met until the subsequent reporting period, (and before the next performance report is due), the associated payment may be made, subsequent to the Northern Territory demonstrating that the requirements of the milestone were met in full. In accordance with clause 31 of this Implementation Plan, the Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.
40. An agreed annual Capital Works Schedule for the delivery of housing works under this Implementation Plan will be developed and aligned with the NPARIH Capital Works Schedule and will jointly form the basis for an integrated capital works program. The Capital Works Schedule will be jointly developed and agreed by the Commonwealth and Northern Territory to ensure the efficient delivery of housing works, minimise disruption to tenants, maximise the number of houses to be upgraded and will be reviewed regularly by the JSC.
41. As per clause 40 above, the annual capital works targets will be jointly agreed by the Commonwealth and Northern Territory through the JSC as part of the development of the Capital Works Schedule, and will be informed by consideration of the following factors:
- (a) financial contributions by the Commonwealth under this IP and agreed costings parameters;
 - (b) progress in achieving secure tenure;
 - (c) timely delivery on lease offers for Target Communities;
 - (d) the scheduling of NPARIH capital works; and
 - (e) the geographical dispersion of housing upgrades with a view to ensuring an efficient capital works program.
42. The Capital Works Schedule will include the timing and format of consultations with those communities where works will be undertaken in that year, in line with the Community Engagement Framework at Appendix B.

Table A.5: Milestones

Milestones	Reporting Period	Due Date	Percentage of Annual Funding
2012-13			
Provision of an agreed Capital Works Schedule for 2012-13 and 2013-14 to enable the JSC to set capital works targets by 15 June 2013, and that aligns with NPARIH capital works plan and jointly forms the basis for an integrated program of works, including communication and engagement framework for planned works, in line with clause 40, clause 41 and clause 42.		31 May 2013	100 %
2013-14			
Progress of housing upgrades and community consultations carried out in line with the annual Capital Works Schedule agreed in 2012-13, and in line with clause 28 and 29, as evidenced in reports which align with NPARIH reporting requirements.	1 January 2013 to 30 June 2013	1 September 2013	50%
Progress of housing upgrades and community consultations carried out in line with the annual Capital Works Schedule agreed in 2012-13, and in line with clause 28 and 29, as evidenced in reports which align with NPARIH reporting requirements.	1 July 2013 to 31 December 2013	1 March 2014	50%

Milestones	Reporting Period	Due Date	Percentage of Annual Funding
2014-15 to 2016-17			
Provision of an agreed annual Capital Works Schedule that aligns with NPARIH capital works plan and jointly forms the basis for an integrated program of works, including communication and engagement framework for planned works, in line with clause 40, clause 41 and clause 42.	1 July to 30 June (2014 to 2017)	31 July (2014 to 2016)	40%
Progress of housing upgrades and community consultations carried out in line with the agreed annual Capital Works Schedule, and in line with clause 28 and 29, as evidenced in reports which align with NPARIH reporting requirements.	1 January to 30 June (2014 to 2016)	1 September (2014 to 2016)	30%
Progress of housing upgrades and community consultations carried out in line with the agreed annual Capital Works Schedule, and in line with clause 28 and 29, as evidenced in reports which align with NPARIH reporting requirements.	1 July to 31 December (2014 to 2016)	1 March (2015 to 2017)	30%
2017-18			
Provision of an agreed annual Capital Works Schedule that aligns with NPARIH capital works plan and jointly forms the basis for an integrated program of works, including communication and engagement framework for planned works, in line with clause 40, clause 41 and clause 42.	1 July 2017 to 30 June 2018	31 July 2017	40%

Milestones	Reporting Period	Due Date	Percentage of Annual Funding
Progress of housing upgrades and community consultations carried out in line with the agreed annual Capital Works Schedule, and in line with clause 28 and 29, as evidenced in reports which align with NPARIH reporting requirements.	1 January 2017 to 30 June 2017	1 September 2017	30%
Progress of housing upgrades and community consultations carried out in line with the agreed annual Capital Works Schedule, and in line with clause 28 and 29, as evidenced in reports which align with NPARIH reporting requirements.	1 July 2017 to 31 March 2018 ¹	1 May 2018	30%

Reporting

43. The Northern Territory will provide reporting which aligns with NPARIH reporting requirements. Reports will be made against the milestones in Table A.5 and will also include updates on:
- the number of occupancy agreements that have been transferred to tenancy agreements, against an agreed target of 100 per cent by 31 December 2018; and
 - the number of Aboriginal people employed on the capital works, against an agreed target of at least 20 per cent by 30 June 2018.
44. The Northern Territory will be required to report separately on the milestones and outcomes under NPARIH and the milestones and outcomes under this Implementation Plan.
45. Circumstances may give rise to additional reporting being sought from the Northern Territory. Such requests should be kept to the minimum necessary for the effective assessment of the project or reform. Requests should not place an undue reporting burden on the Northern Territory and its portfolio agencies.

Review and Evaluation

46. The Implementation Plan will be reviewed by 30 June 2015 with respect to progress made by the Parties in respect of achieving the agreed outcomes. A final evaluation will be undertaken by 30 June 2019.

¹ Reports for April, May and June 2018 are due after the final payment.

SECTION B: ASBESTOS

PART B.1: STRATEGY FOR IMPLEMENTATION

Project information

47. The project elements in this Section B of the Implementation Plan are shown in Table B.1 as follows:

Table B.1: Project elements – Delivered by Northern Territory with Commonwealth contribution

No	Title	Short description	Start date	End date
1	Asbestos and ACM risk management, remediation and removal from remote public housing	Undertaking works related to the risk management, remediation and removal of asbestos and ACM in remote public housing as set out in clauses 48 and 49 below.	1 July 2012	30 June 2016
2	Asbestos and ACM risk management, remediation and removal from Other Community Buildings, and the ongoing management of the Asbestos Register and Asbestos Issues.	<p>(a) Undertaking works related to the risk management, remediation and removal of asbestos and ACM from other community buildings such as stores, churches art centres, community halls, shire properties, buildings managed by Aboriginal enterprises and other buildings as agreed on a case by case basis between the Commonwealth and the Northern Territory in remote NT communities as set out in clauses 48 and 49 below.</p> <p>(b) The maintenance and regular updating of the Northern Territory's Asbestos Register, which was established based on the initial survey undertaken through the 2008 Commonwealth funded Asbestos Management Project.</p> <p>(c) Implementation of a clear process to address asbestos issues as they are raised, including at the community level through communication strategy and asbestos management plans.</p>	1 July 2012	30 June 2016

48. The asbestos and ACM to be removed is:
- (a) that identified as requiring removal within 12-36 months by the survey under the 2008 Commonwealth funded Asbestos Management Project and as verified through the ongoing management of the Northern Territory Asbestos Register;
 - (b) any asbestos and ACM identified as requiring urgent removal through the ongoing management of the Asbestos Register; and
 - (c) all asbestos and ACM from houses and other community buildings being demolished.
49. Asbestos and ACM is to be removed and managed in compliance with the National Occupational Health and Safety Commission's *Code of Practice for the Management of Asbestos in the Workplace* [NOHSC:2018(2005)].

Estimated costs

50. The maximum financial contribution under Section B of this Implementation Plan, to be provided by the Commonwealth to the Northern Territory for the risk management, remediation and removal of asbestos and ACM as set out in Table B.1 is \$49.840 million. This budget is detailed in Table B.2, and is payable in accordance with milestones set out in Tables B.4 and B.5. All payments are exclusive of GST. The Commonwealth contribution can only be moved between elements and/or years with the agreement of the Commonwealth.

Table B.2: Estimated financial contributions

(\$ million)	2012-13	2013-14	2014-15	2015-16	Total
Element One:					
Asbestos and ACM risk management, remediation and removal from remote public housing.	2.997	10.560	10.180	6.560	30.297
Element Two:					
Asbestos and ACM risk management, remediation and removal from Other Community Buildings, and the ongoing management of the Asbestos Register and Asbestos Issues.	1.930	6.828	6.560	4.225	19.543
Total estimated budget	4.927	17.388	16.740	10.785	49.840
less estimated Commonwealth contribution equals estimated balance of non-Commonwealth contributions	4.927	17.388	16.740	10.785	49.840
Commonwealth own purpose expenses*	-	-	-	-	-
	1.489	1.470	0.256	0.039	3.254
Total Commonwealth contribution for asbestos removal component	6.416	18.858	16.996	10.824	53.094

*Includes departmental expenses

Program logic

51. The project elements detailed in this Section B will achieve the relevant outcome and objective stated in the NP by removing high risk asbestos and ACM from remote public housing and other community buildings in remote communities, as set out in Table B.1 and

clauses 48 and 49. This will include updating and maintaining the Asbestos Register, and implementing a clear process to address and manage asbestos issues as they are raised, including at the community level. Further detail on program logic is set out in Table B.3 below.

Table B.3: Program logic – Northern Territory Responsibility

Project Elements	Outputs	Outcomes	Reform Objectives
<p>Element One: Asbestos and ACM risk management, remediation and removal from remote public housing.</p>	<p>Removing dangerous asbestos from communities.</p>	<p>Improved public housing in remote communities.</p>	<p>Contribute to improved public housing in remote communities and to the health and safety of residents in those communities via:</p> <ul style="list-style-type: none"> • The removal of asbestos and ACM rated in the initial survey as requiring removal within 12-36 months, and any asbestos and ACM rated 36+ months that has deteriorated as outlined in Table B.1. • The removal of all asbestos and ACM from public houses upon demolition. <p>Asbestos and ACM is removed and managed in compliance with the National Occupational Health and Safety Commission's <i>Code of Practice for the Management of Asbestos in the Workplace</i> [NOHSC:2018(2005)].</p>
<p>Element Two: Asbestos and ACM risk management, remediation and removal from Other Community Buildings, and the ongoing management of the Asbestos Register and Asbestos Issues.</p>	<p>Removing dangerous asbestos from communities.</p>	<p>Improved public housing in remote communities.</p>	<p>Contribute to improved public housing in remote communities and to the health and safety of residents in those communities via:</p> <ul style="list-style-type: none"> • The removal of asbestos and ACM from Other Community Buildings rated in the initial survey as requiring removal within 12-36 months, and any asbestos and ACM rated 36+ months that has deteriorated as outlined in Table B.1. • The removal of all asbestos and ACM from Other Community Buildings upon demolition. • Asbestos and ACM is removed and managed in compliance with the National Occupational Health and

Project Elements	Outputs	Outcomes	Reform Objectives
			<p>Safety Commission's <i>Code of Practice for the Management of Asbestos in the Workplace</i> [NOHSC:2018(2005)]</p> <p>Contribute to improved health and safety of residents in remote communities by:</p> <ul style="list-style-type: none"> • updating and regularly maintaining the Asbestos Register to reflect the current status and condition of asbestos and ACM; and • having a clear process in place for raising concerns regarding asbestos and ACM at the community level, including the identification of the responsible Northern Territory agency.

Risk management

52. A risk management plan is in place. Risks have been actively identified, entered into a risk log and categorised in terms of impact and likelihood.

Relevant NT Context

53. In developing this Implementation Plan consideration has been given to the remote NT community context. Key factors that have influenced the proposed direction include:
- (a) In 2008, the Commonwealth funded an Asbestos Management Project to identify, remove and dispose of asbestos and ACM which required immediate removal from 64 remote communities where asbestos and ACM was identified. A rating system was applied to indicate the level of risk associated with the asbestos and ACM and a register established, then managed by the Northern Territory, to monitor the condition of the asbestos and ACM. Under this removal project, FaHCSIA removed and disposed of all asbestos and ACM with a high level of risk (with a 0-12 month rating).
 - (b) Since completion of the 2008 Asbestos Management Project in June 2011, the Commonwealth has monitored and removed dangerous asbestos and ACM on a case-by-case basis.
 - (c) The Northern Territory has responsibility for managing the Asbestos Register that was established based on the survey findings under the 2008 Commonwealth funded Asbestos Management Project.
54. This measure has links with the NPARIH. The removal of asbestos from houses scheduled for demolition under NPARIH will have to align with the NPARIH capital works schedule.

PART B.2: PERFORMANCE AND REPORTING ARRANGEMENTS

Milestones

55. To qualify for the associated payment, the Northern Territory must meet the milestones in Table B.4 below.

Table B.4: Milestones: Element One

Milestones	Due date	Percentage of Annual Funding
2012-13		
Provision of an agreed overarching asbestos risk management, remediation and removal plan for remote public housing	31 May 2013	100%
2013-14		
Progress of asbestos and ACM removal and remediation from remote public housing against the risk ratings in the overarching risk management, remediation and removal plan agreed in 2012-13, as evidenced in the six monthly report.	1 September 2013	50%
Progress of asbestos and ACM removal and remediation from remote public housing against the risk ratings in the agreed overarching risk management, remediation and removal plan agreed in 2012-13, as evidenced in the six monthly report.	1 March 2013	50%
2014-15 to 2015-16		
Provision of an agreed overarching asbestos risk management, remediation and removal plan, including: <ul style="list-style-type: none"> • Risk management plan; and • Process, timeframe for rollout of removal and remediation of asbestos and ACM in remote public housing, as outlined in Table B.1. 	1 September (2014 to 2015)	40%
Progress of asbestos and ACM removal and remediation from remote public housing against the risk ratings in the agreed overarching risk management, remediation and removal plan as evidenced in the six monthly report.	1 September (2014 to 2015)	30%

Milestones	Due date	Percentage of Annual Funding
Progress of asbestos and ACM removal and remediation from remote public housing against the risk ratings in the agreed overarching risk management, remediation and removal plan as evidenced in the six monthly report.	1 March (2015 to 2016)	30%

Table B.5: Milestones: Element Two

Milestones	Due date	Percentage of Annual Funding
2012-13		
Evidence of ongoing management of an up-to-date Asbestos Register.	31 May 2013	100%
2013-14 to 2015-16		
Development and provision of an agreed Asbestos Management Plan including: <ul style="list-style-type: none"> • Management of the Asbestos Register; • Coordination of community level asbestos management plans; and • Risk management, removal and remediation of asbestos and ACM from other remote community buildings including agreed annual targets, as outlined in Table B.1. 	1 September (2013 to 2015)	10%
Progress of agreed activities set out in the asbestos management plan, as evidenced in the six monthly report.	1 September (2013 to 2015)	40%
Progress of agreed activities set out in the Asbestos Management Plan, as evidenced in the six monthly report.	1 March (2014 to 2016)	50%

Reporting

56. The Northern Territory will submit a report to the Commonwealth every six months as agreed in the NP. The Northern Territory will also provide a monthly summary update to the Commonwealth through the JSC. Reporting will include updates on:
- (a) The number of housing related works undertaken related to risk management, remediation and removal of asbestos and ACM against annual targets, including compliance with the NOHSC: 2018 (2005);
 - (b) The number of communities where an Asbestos Management Plan has been developed and implemented;

- (c) The number of buildings that have had asbestos and ACM removed against annual targets;
 - (d) The number of communities that have had buildings reviewed for current asbestos and ACM condition and updated in the Asbestos Register against annual targets; and
 - (e) Compliance with the NOHSC: 2018 (2005).
57. Circumstances may give rise to additional reporting being sought from the Northern Territory. Such requests should be kept to the minimum necessary for the effective assessment of the project or reform. Requests should not place an undue reporting burden on the Northern Territory and its portfolio agencies.

Review and Evaluation

58. The Implementation Plan will be reviewed by 30 June 2015 with respect to progress made by the Parties in respect of achieving the agreed outcomes. A final evaluation will be undertaken by 30 June 2017.

Sign off

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

Signature



Date

24.5.13

By state/territory Minister

Signature



Date

29.5.13

By Commonwealth Minister

Appendix A: Glossary of Terms

Capital Works Schedule: An annual schedule prepared by the Northern Territory stipulating the number of upgrades to be undertaken within the period of the plan. This plan will be jointly agreed by the Commonwealth Government and Northern Territory through the Joint Steering Committee. This plan will incorporate a community engagement and communication framework outlining how the community will be kept informed about planned works.

Durability Upgrade: Upgrades that will improve houses' life-span and amenity to a higher standard than required under the RTA and in line with the Remote Housing Provisions set out at Appendix C.

Functionality Upgrades: Upgrades undertaken on 'untouched houses' and houses not to an RTA standard at the commencement of this agreement. Functional Upgrades will bring a house up to RTA standard.

Target Communities: Remote communities where voluntary long-term housing leases have been agreed following lease offers made since May 2012. At the commencement of this agreement, the Target Communities where secure tenure has been agreed are agreed as:

Ali Curung	Bulman	Milikapiti	Palumpa (Nganmariyanga)	Warruwi
Areyonga	Canteen Creek	Milyakburra	Papunya	Weemol
Amanbidji	Gunyangara	Minjilang	Peppimenarti	Willowra
Barunga	Imangara	Minyerri	Pigeon Hole	Wutunugurra
Belyuen	Kaltukatjara	Mount Liebig	Pmara Jutunta	Yarralin
Beswick	Kintore	Nturiya	Ramingining	-
Bulla	Manyallaluk	Nyirripi	Rittarangu	-

At the commencement of this agreement, the Target Communities with secure tenure pending are agreed as:

Acacia Larrakia	Binjari	Jilkmिंगgan	Santa Teresa	Wilora
Alpurrurulam	Daguragu	Laramba	Tara	Yuelamu
Amoonguna	Engawala	Mutitjulu	Titjikala	-
Ampilatwatja	Haasts Bluff	Pirlangimpi	Wallace Rockhole	-
Atitjere	Imanpa	Robinson River	Santa Teresa	-

Other Communities: Remote communities (other than Target Communities) where long-term secure tenure has been achieved. At the commencement of this agreement the Other Communities are agreed as:

Angurugu	Gunbalanya	Maningrida	Numbulwar	Wurrumiyanga
Galiwinku	Hermannsburg	Milingimbi	Umbakumba	Yirrkala
Gapuwiyak	Lajamanu	Ngukurr	Wadeye	Yuendumu

New House: A house that has been built as part of the SIHIP or NPARIH program of works.

Untouched Houses: Houses that have not received a refurbishment or rebuild under NPARIH or SIHIP prior to this agreement.

Secure long-term land tenure: A signed lease agreement between communities and the Australian and/or Northern Territory Government. Works under Stronger Futures Housing Implementation Plan cannot commence in communities until there is secure long-term land tenure in place.

Appendix B: Community Engagement Framework

	Peak Bodies and Key Indigenous Stakeholders (e.g. APOINT, Central Land Council, Northern Land Council)	Local Business (e.g. Capital Works Contractors)	Community and Housing Reference Groups (where capital works scheduled in current financial year)	Community and Housing Reference Groups (where capital works scheduled in future financial years)
Phase 1 – Planning prior to works commencing		<ul style="list-style-type: none"> Northern Territory undertakes face-to-face briefings to successful contractors and information briefings to industry as required. 		
Phase 2 – Implementation Plan signed by the Commonwealth and Northern Territory and uploaded to the internet.	<ul style="list-style-type: none"> Northern Territory and Commonwealth provide briefings for peak bodies and key stakeholders to inform them of key aspects of Implementation Plan, roll out of program to first tranche of communities and schedule for remaining communities. 		<ul style="list-style-type: none"> Northern Territory briefs local Housing Reference Groups to inform of Implementation Plan signing and roll out. 	
Capital Works Schedule agreed by both AG and Northern Territory through the JSC.		<ul style="list-style-type: none"> Northern Territory to engage with Contractors and advise of proposed roll out timing and locations. 	<ul style="list-style-type: none"> Northern Territory to engage with Housing Reference Groups to co-ordinate and confirm upcoming visits. Prior to works commencing, Northern Territory to meet with local Housing Reference Groups to introduce program and inform proposed roll out timing. Consultations to cover employment/workforce development opportunities in the community as well as provide an opportunity, if relevant, to discuss and agree community negotiated upgrades. 	<ul style="list-style-type: none"> Commonwealth and Northern Territory staff to brief local Housing Reference Group on capital works schedule, including significant milestones and to seek Housing Reference Group input (for example, on transition planning). If possible, Northern Territory to provide Government Engagement Coordinator's with information on timing of capital works to be rolled out in future financial years.
High risk asbestos identified in houses and other community buildings.		<ul style="list-style-type: none"> (If asbestos is identified) Contractor to engage with community and Housing Reference Groups to ensure residents understand where the asbestos is, and how to manage possible risks. 	<ul style="list-style-type: none"> Northern Territory and local Government Engagement Coordinator to meet with the community and Housing Reference Groups to provide information on what to do if asbestos is identified. Northern Territory to consult with community, if relevant, on the development of a community level action plan for asbestos removal. Community educated on what to do if asbestos is identified, or if high risk asbestos is known to be in houses or other community buildings. GECs to be kept regularly informed of asbestos-related issues within a community. 	

<p>Phase 4 – Capital works commence.</p>	<ul style="list-style-type: none"> Northern Territory and Commonwealth provide briefings on housing and asbestos related issues for peak bodies and key stakeholders. Will be provided every six months or as required. 	<ul style="list-style-type: none"> Northern Territory, Commonwealth and contractors to meet regularly with the community and Housing Reference Group throughout the duration of the capital works program and/or asbestos remediation, risk management or removal work. 	<ul style="list-style-type: none"> Northern Territory meets with Housing Reference Groups to inform of work schedule and introduce contractors. Ongoing updates to be made a standing item on agenda for regular Housing Reference Group meetings. 	<ul style="list-style-type: none"> Government Engagement Coordinators engage with community and HRG to provide ongoing advice, and updates as capital works are scheduled in the community.
<p>Risk management, removal and remediation of asbestos commence.</p>	<ul style="list-style-type: none"> Northern Territory and Commonwealth provide briefings on housing and asbestos related issues for peak bodies and key stakeholders. Will be provided every six months or as required. 		<ul style="list-style-type: none"> Northern Territory holds face-to-face community and small group meetings to update on work timetable and provide information on asbestos. 	<ul style="list-style-type: none"> Northern Territory, Commonwealth and Contractors to hold wrap-up session with Housing Reference Group and community to resolve any issues around defects etc. and to discuss PTM (for example repairs and maintenance, tenancy agreements, and Living skills program).
<p>Phase 5 – Capital Works completed</p>			<ul style="list-style-type: none"> Northern Territory, Commonwealth and Contractors to hold wrap-up session with Housing Reference Group and community to resolve any issues around defects etc. and to discuss Property and Tenancy Management (for example, repairs and maintenance, tenancy agreements, and Living skills program). 	<ul style="list-style-type: none"> Northern Territory, Commonwealth and Contractors to hold wrap-up session with Housing Reference Group and community to resolve any issues around defects etc. and to discuss PTM (for example repairs and maintenance, tenancy agreements, and Living skills program).

Appendix C: Remote Housing Provisions

Although the exact nature of the works to be undertaken will depend on the condition of each individual house, the upgrades will include the works described below (unless the house already has these features).

- (if a house is 'untouched') upgrades will, in addition to the below, include improvements to make the house safe and functional, including through the repair of electrical and plumbing components and by providing: a place to bathe; facilities to wash clothes, remove and store waste, and store, prepare and cook food.
- Durable paintwork internal and external
- Work to increase the life of the structure, for example;
 - Roofing
 - Window galleries
 - Vermin proofing
- Durable floor coverings
- Robust, cleanable (non-porous) wet areas
- Pantry lockers and basic storage
- Fencing (to be delivered by separate local arrangements), and
- Disability modifications as required.

Where funding permits, discretionary community negotiated enhancements that further improve the amenity of houses will be negotiated with communities. Community negotiated enhancements may include (for example) outdoor living areas and will only be available if all of the necessary priority enhancements can be done within the average program cap per house and funds still remain. Any surplus funds identified for community negotiated enhancements will be allocated by Territory Housing in consultation with the Housing Reference Group.