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Remote Australia Strategies

Implementation Plan

**National Partnership on
Northern Territory Remote Aboriginal Investment**

# Part 1: Preliminaries

1. This Implementation Plan is a schedule to the National Partnership on Northern Territory Remote Aboriginal Investment (the National Partnership) and should be read in conjunction with that Agreement. The objective in the National Partnership is to support safe and healthy communities, increase access to interpreter services and job opportunities for adults.

# Part 2: Terms of this Implementation Plan

1. This Implementation Plan will commence as soon as it is agreed between the Commonwealth of Australia, represented by the Minister for Indigenous Affairs, and the Northern Territory, represented by the Minister for Housing and the Minister for Local Government and Community Services.
2. As a schedule to the National Partnership, the purpose of this Implementation Plan is to provide the public with an indication of how the project is intended to be delivered and demonstrate the Northern Territory’s capacity to achieve the outcomes of the National Partnership with regard to improving:
	1. the durability and amenity of public housing in remote communities to complement the capital works schedule being rolled out under the National Partnership on Remote Housing. This Implementation Plan should be read in conjunction with the National Partnerships relating to Remote Housing;
	2. the health and safety of remote community residents through the risk management, remediation and removal of dangerous asbestos and Asbestos Containing Material (ACM) from community buildings; and
	3. the quality of Aboriginal language interpreting services, through supporting an increasingly professional interpreter workforce and developing a more self-sustaining interpreting service delivery model.
3. This Implementation Plan includes three Schedules:
	1. Housing – 1 July 2015 to 30 June 2018;
	2. Asbestos removal from community buildings – 1 July 2015 to 30 June 2016; and
	3. Aboriginal interpreter service – 1 July 2015 to 30 June 2022.
4. This Implementation Plan will cease on completion or termination of the National Partnership, including final performance reporting and processing of final payments against performance benchmarks or milestones.
5. This Implementation Plan and its Schedules may be varied by written agreement between the relevant Commonwealth and Northern Territory Minister responsible for it under the overarching National Partnership.
6. 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.

# Part 3: Strategy for implementation

## Relevant Northern Territory context

1. In developing this Implementation Plan consideration has been given to relevant Northern Territory context.
2. Investment in housing is required to improve the current standard of housing in remote Aboriginal communities to ensure Aboriginal people can live in safe, properly constructed and well maintained homes and to address the high levels of overcrowding and homelessness. These improvements are critical to addressing Aboriginal disadvantage.
3. Commonwealth investment in asbestos removal is required in remote communities to address the legacy of asbestos and ACMs used during construction of community buildings and improve the health and safety of remote community residents.
4. Additional investment in Aboriginal interpreter services allows for greater access to services across the Northern Territory, where more than 100 Aboriginal languages and dialects are spoken.
5. The programmes under this Implementation Plan have further dependencies as detailed in Table 1.

### Table 1: Links with existing reforms or projects

|  |  |  |
| --- | --- | --- |
| **Project elements**  | **Existing reforms or projects** | **Complementary nature of activities** |
| Schedule 1 - Housing | National Partnership Agreement on Remote Indigenous Housing (NPARIH) / National Partnership on Remote Housing[[1]](#footnote-2) | The capital works under the Housing schedule and NPARIH / National Partnership on Remote Housing will be delivered through an integrated capital works schedule. Funding and milestones under both schedules of work are separately accounted for.Funding for property and tenancy management of properties receiving capital works under the Housing schedule is provided through NPARIH / National Partnership on Remote Housing.The Northern Territory will achieve Aboriginal employment targets for work in the Housing schedule consistent with the target set in NPARIH / National Partnership on Remote Housing. Reporting and payment for achievement against the Aboriginal employment targets will be administered through NPARIH / National Partnership on Remote Housing. |

## Schedule information

1. The Schedules to this Implementation Plan detail the estimated costs, programme logic, milestones, performance benchmarks and associated payments, risk management, reporting, and roles and responsibilities of each element.

## Estimated costs

1. The maximum financial contribution to be provided by the Commonwealth to the Northern Territory is $171.115 million payable in accordance with the milestones and performance benchmarks set out in each of the Schedules. All payments are exclusive of GST.
2. The estimated overall budget (exclusive of GST) is set out in Table 2. The budget is indicative only and the Northern Territory retains the flexibility to move funds between components and/or years, as long as outcomes are not affected. The Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.
3. In addition to payments for the milestones and performance benchmarks set out in the relevant schedules, a one-off payment of $3.976 million was made to the Northern Territory in 2015-16, for work completed under the former Stronger Futures in the Northern Territory National Partnership.

### Table 2: Estimated financial contribution

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **($ million)** | **2015-16** | **2016-17** | **2017-18** | **2018-19** | **2019-20** | **2020-21** | **2021-22** | **Total** |
| Schedule 1: Housing  |  48.024 | 46.196 | 47.421 | - | - | - | - | 141.641 |
| Schedule 2: Asbestos removal from community buildings | 4.225 | - | - | - | - | - | - | 4.225 |
| Schedule 3: Aboriginal interpreter service | 3.704 | 3.496 | 3.503 | 3.568 | 3.571 | 3.695 | 3.712 | 25.249 |
| Total estimated budget  | 55.953 | 49.692 | 50.924 | 3.568 | 3.571 | 3.695 | 3.712 | 171.115 |
| **Total** **Commonwealth contribution** | 55.953 | 49.692 | 50.924 | 3.568 | 3.571 | 3.695 | 3.712 | 171.115 |

## Review and Evaluation

1. This Implementation Plan will be reviewed in line with reviews of the overarching National Partnership.

## Sign off

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

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of the Northern Territory by |  |  |
|  |  |  |
| **Signature** |  | **Date** |
| **The Honourable Bess Price MLAMinister for Local Government and Community Services Minister for Housing**Signed for and on behalf of the Commonwealth of Australia by |
|  |  |  |
| **Signature** |  | **Date** |
| **Senator the Honourable Nigel Scullion****Minister for Indigenous Affairs** |

# SCHEDULE 1: Housing

## Estimated costs

1. The estimated overall budget (exclusive of GST) is set out in Table 3. The budget is indicative only and the Northern Territory retains the flexibility to move funds between components and/or years, as long as outcomes are not affected. The Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.

### Table 3: Estimated financial contributions

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **($ million)** | **2015-16** | **2016-17** | **2017-18** | **Total** |
|  |  |  |  |  |
| Housing  | 48.024  | 46.196 | 47.421 | 141.641 |
| Total estimated budget  | 48.024  | 46.196 | 47.421 | 141.641 |
| less estimated Commonwealth contribution | 48.024  | 46.196 | 47.421 | 141.641 |
| equals estimated balance of non-Commonwealth contributions | - | - | - | - |
| Total Commonwealth contribution  | 48.024 | 46.196 | 47.421 | 141.641 |

## Programme logic

1. The way in which these project elements will contribute towards achieving the outcomes and objectives set out in the National Partnership is detailed in Table 4 below.

**Table 4: Programme logic**

| **Project element** | **Outputs** | **Outcomes** | **Objectives** |
| --- | --- | --- | --- |
| Housing  | Upgrades of 1009 houses to be undertaken in 2015-18 in accordance with an agreed capital works schedule. Upgrades will:* complement the capital works programme being rolled out under the National Partnership on Remote Housing; and
* ensure houses conform to the *NT Residential Tenancies Act 1999* and address the Remote Housing Provisions, as set out below.

New builds and housing related infrastructure may also be included in this schedule as required, within the existing level of funding and subject to the written agreement of relevant Commonwealth and Northern Territory ministers. | Improved housing in remote communities, through increased durability and amenity of existing houses in remote communities to optimise the useful life of the assets and ensure houses are safe and secure.Increased local Aboriginal employment. | Improve the health and safety of remote Aboriginal communities. |

## Roles and responsibilities

1. The agreed governing body within the National Partnership on Remote Housing – the Joint Steering Committee (JSC) – will oversee the implementation of this Schedule. This body is comprised of senior Commonwealth and Northern Territory officials.

## Capital works planning

1. Long-term secure land tenure is required as a basis for remote housing investment and reforms.
2. A Capital Works Schedule for the delivery of housing works under Schedule 1 of this Plan will be agreed by the relevant Commonwealth Minister with any minor amendments to be agreed by the JSC. Variations that affect milestones and associated payments are subject to the written agreement of Commonwealth and Northern Territory ministers with responsibility for Indigenous housing in accordance with clauses 34, 37 and 38 of the National Partnership.
3. The Capital Works Schedule will be informed by the following factors:

## the condition of existing dwellings;

## existing commitments to communities;

## Aboriginal employment opportunities;

## participation of Indigenous Business Enterprises;

## value for money outcomes; and

## scheduling of capital works under the National Partnership on Remote Housing.

1. The following houses are not eligible for inclusion in the capital works schedule or in meeting the capital works target:

## houses previously upgraded under the National Partnership Agreement on Stronger Futures in the Northern Territory (SFNT) housing measure; and

## new houses constructed under NPARIH and any houses (new or refurbished) that receive capital investment under the National Partnership on Remote Housing.

1. All housing upgrades completed from 1 July 2015 must improve the durability and amenity of houses to optimise the useful life of the house, while ensuring it conforms to the *NT Residential Tenancies Act 1999* and addresses the Remote Housing Provisions, as set out below. The works to be undertaken will be based on the condition of the house.
2. This Schedule also seeks to provide economic development opportunities to Indigenous Businesses and Eligible Enterprises to develop capability and capacity in the industry. Through contract opportunities, these enterprises will be encouraged to develop systems and obtain accreditation within the industry to be able to compete within the requirements of the Building Code 2013.
3. In addition to clauses 16(c), 16(d), 17(e) and 17(f) in the National Partnership, all contractors delivering housing works will comply with the relevant Northern Territory residential tenancy legislation and/or other legislation, relevant construction standards, schemes and codes, the *Fair Work (Building Industry) Act 2012* and the National Indigenous Housing Guide, as required.

## Remote Housing Provisions

1. The exact nature of the works to be undertaken will depend on the condition of each individual house.
2. Upgrades will include improvements to make the house safe and durable, 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.
3. Upgrades can also include:

## durable paintwork internal and external;

## work to increase the life of the structure, for example roofing, window galleries, or 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.

## Risk management

1. 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.

## Milestones

1. To qualify for the associated payment, the Northern Territory must meet milestones in Table 5.

**Table 5: Milestones**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestones** | **Reporting****period** | **Due date** | **Payment ($ million)** |
| **2015-16** |
| * At least 171 housing upgrades underway.

Works are to be completed in accordance with the agreed 2015-16 capital works schedule, and data provided to the Commonwealth including lot level reporting on capital works that includes community name, lot number, commencement and completion dates. | 1 July 2015 - 31 March 2016 | 29 April 2016 | $48.024 |
| **2016-17** |
| * 422 housing upgrades underway; and
* of these, at least 171 housing upgrades complete.

Works are to be completed in accordance with the agreed 2016-18 capital works schedule, and data provided to the Commonwealth including lot level reporting on capital works that includes community name, lot number, commencement and completion dates. | 1 April - 30 September 2016 | 31 October 2016 | $23.098 |
| * 672 housing upgrades underway; and
* of these, at least 422 housing upgrades complete.

Works are to be completed in accordance with the agreed 2016-18 capital works schedule, and data provided to the Commonwealth including lot level reporting on capital works that includes community name, lot number, commencement and completion dates. | 1 October 2016-31 March 2017 | 30 April 2017 | $23.098 |
| **2017-18** |
| * 811 housing upgrades underway; and
* of these, at least 672 housing upgrades complete.

Works are to be completed in accordance with the agreed 2016-18 capital works schedule, and data provided to the Commonwealth including lot level reporting on capital works that includes community name, lot number, commencement and completion dates. | 1 April - 30 September 2017 | 30 October 2017 | $23.710 |
| * At least 1009 housing upgrades complete, or scheduled to be completed by 30 June 2018.

Works are to be completed in accordance with the agreed 2016-18 capital works schedule, and data provided to the Commonwealth including lot level reporting on capital works that includes community name, lot number, commencement and completion dates. | 1 October 2017-31 March 2018 | 30 April 2018 | $23.711 |

## Reporting

1. The Northern Territory will provide reporting in accordance with Table 5.
2. In addition to reporting required in Table 5, the Northern Territory will provide a report by 30 June 2018 confirming 1009 housing upgrades have been completed.

# SCHEDULE 2: ASBESTOS REMOVAL FROM COMMUNITY BUILDINGS

## Estimated Costs

1. The estimated overall budget (exclusive of GST) is set out in Table 6. The budget is indicative only and the Northern Territory retains the flexibility to move funds between components and/or years, as long as outcomes are not affected. The Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.

**Table 6: Estimated financial contributions**

|  |  |  |
| --- | --- | --- |
| **($ million)** | **2015-16** | **Total** |
| **Stronger Futures in the Northern Territory activities** | 2.119 | 2.119 |
| Asbestos  | 2.106 | 4.225 |
| Total estimated budget  | 4.225 | 4.225 |
| less estimated Commonwealth contribution | 4.225 | 4.225 |
| equals estimated balance of non-Commonwealth contributions | - | - |
| Total Commonwealth contribution  | 4.225 | 4.225 |

1. Funding for 2015-16 includes amounts for work completed under the National Partnership Agreement on Stronger Futures in the Northern Territory. These payments were for progress of agreed activities set out in the asbestos management plan in the period January-June 2015.

## Programme logic

1. The way in which these project elements will contribute towards achieving the outcomes and objectives set out in the National Partnership is detailed in Table 7 below.

**Table 7: Programme logic**

| **Project element** | **Outputs** | **Outcomes** | **Objectives** |
| --- | --- | --- | --- |
| Asbestos and ACM risk management, remediation and removal from other community buildings.Publishing a matrix to show locations of Asbestos Management Plans to assist asset owners to meet their obligations. | Undertake works related to the risk management, remediation and safe removal of asbestos and ACM from community buildings in remote communities, such as: stores, churches, art centers, community halls, shire properties, buildings maintained by Aboriginal enterprises[[2]](#footnote-3) and other buildings as agreed on a case-by-case basis between the Parties through the JSC.The safe 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.The safe removal of all asbestos and ACM from other community buildings upon demolition.The safe removal of asbestos and ACM under the supervision of qualified removalists and hygienists. The removal of asbestos and ACM 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)]. Provision of support to asset owners to meet compliance with their legislative obligations by providing an Asbestos Management Plan locational matrix on the Northern Territory Government website.Implementation of a clear process to address community concerns regarding asbestos and ACM through:* community level communication strategies;
* the identification of the responsible Northern Territory agency; and
* Asbestos Management Plans.
 | Improved health of individuals, children and families.Improved safety and wellbeing of individuals, children and families and communities. | Improved health and safety of remote community residents. |

## Roles and responsibilities

1. The agreed governing body within the National Partnership on Remote Housing – the Joint Steering Committee (JSC) – will oversee the implementation of this Schedule. This body is comprised of senior Commonwealth and Northern Territory officials.

## Risk management

1. 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.

## Milestones

1. To qualify for the associated payment, the Northern Territory must meet the milestones outlined in Table 8 below.

**Table 8: Milestones**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestones** | **Reporting****period** | **Due date** | **Payment ($ million)** |
| **2015-16** |
| Completion of agreed activities set out in the Asbestos Management Plan, as evidenced in the six-monthly report for the period 1 July to 31 December 2015. | 1 July to 31 December 2015 | 29 April 2016  | $1.053 |
| Completion of Asbestos and ACM removal accordance with the package delivery status summary schedule, in 16 communities. Complete is defined as ‘close out report and handover’ being completed.[[3]](#footnote-4) | 1 January to 30 April 2016 | 29 April 2016  | $1.053 |

## Reporting

1. The Northern Territory will submit a report to the Commonwealth as agreed in Table 8. The Northern Territory will also provide a quarterly summary update to the Commonwealth through the agreed governance body – the JSC.

# SCHEDULE 3: ABORIGINAL INTERPRETER SERVICE

## Estimated Costs

1. The estimated overall budget (exclusive of GST) is set out in Table 9. The budget is indicative only and the Northern Territory retains the flexibility to move funds between components and/or years, as long as outcomes are not affected. The Commonwealth contribution can only be moved between years with the agreement of the Commonwealth.
2. The Commonwealth’s contribution will be indexed annually by reference to the Wage Cost index 3.

**Table 9: Estimated financial contributions**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **($ million)** | **2015-16** | **2016-17** | **2017-18** | **2018-19** | **2019-20** | **2020-21** | **2021-22** | **Total** |
| **Stronger Futures in the Northern Territory activities** | 1.857 | - | - | - | - | - | - | 1.857 |
| Aboriginal interpreter services  | 1.847 | 3.496 | 3.503 | 3.568 | 3.571 | 3.695 | 3.712 | 23.392 |
| Total estimated budget  | 3.704 | 3.496 | 3.503 | 3.568 | 3.571 | 3.695 | 3.712 | 25.249 |
| *less* estimated Commonwealth contribution | 3.704 | 3.496 | 3.503 | 3.568 | 3.571 | 3.695 | 3.712 | 25.249 |
| equals estimated balance of non-Commonwealth contributions | - | - | - | - | - | - | - | - |
| Total **Commonwealth contribution** | 3.704 | 3.496 | 3.503 | 3.568 | 3.571 | 3.695 | 3.712 | 25.249 |

1. Funding for 2015-16 includes amounts for work completed under the National Partnership Agreement on Stronger Futures in the Northern Territory. These payments were for the provision of Aboriginal Interpreter Services and for meeting the performance benchmark between 1 January and 30 June 2015.

## Programme logic

1. The way in which these project elements will contribute towards achieving the outcomes and objectives set out in the National Partnership is detailed in Table 10 below.

**Table 10: Programme logic**

| **Project elements** | **Outputs** | **Outcomes** | **Objectives** |
| --- | --- | --- | --- |
| Aboriginal interpreter services | An increased supply of qualified Aboriginal interpreters in the Northern Territory.Aboriginal interpreter services provided in the majority of language groups across all Northern Territory regions, including urban and remote locations.Increased Aboriginal interpreter services in communities.Aboriginal employment target: over 95% of staff in Aboriginal interpreter services.Training, accreditation and career development opportunities for the interpreting workforce. | Increased access to interpreter services and job opportunities through: Strengthened accessibility, availability and capability of Aboriginal language interpreting services in the majority of Aboriginal languages in the Northern Territory.Increased local Aboriginal employment across all levels of the interpreter workforce. A more self-sustaining service delivery model for Aboriginal language interpreting. | Increased access to interpreter services, and job opportunities for adults  |

## Risk management

1. 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.

## Milestones and performance benchmarks

1. To qualify for the associated payment, the Northern Territory must meet the milestones and performance benchmarks as set out at Table 11 below.

**Table 11: Milestones and performance benchmarks**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Reporting Period*****Due* *date*** | **2015-16** | **2016-17** | **2017-18** | **2018-19** | **2019-20** | **2020-21** | **2021-22** |
|  | **$ million** | **Maximum payment % of Financial Year funding** |
| **Milestone**Provision of services and programs for interpreter services in the six month period. | 1 January to 30 June*Report due 1 September* | - | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 |
| 1 July to 31 December*Report due 1 March* | $0.463 | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 | 12.5 |
| **Performance benchmark** Percentage of interpreting hours provided by accredited/qualified interpreters\*2015 – 44%2016– 47%2017 – 50%2018 – 53%2019 – 56%2020 – 59%2021 – 62% | 1 January to 30 June*Report due 1 September* | - | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| 1 July to 31 December*Report due 1 March* | $1.389 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 | 37.5 |
| **Total**  | **$1.847** | **100** | **100** | **100** | **100** | **100** | **100** |

\*Accredited by the National Accreditation Authority for Translators and Interpreters (NAATI) or completed the Diploma of Interpreting

## Reporting

1. As outlined in Table 11, the Northern Territory will report every six months during the operation of the overarching National Partnership to monitor and assess performance in the delivery of services, reforms and projects under this Implementation Plan. The final report will be for the period 1 July 2021 to 31 March 2022 and is due by 1 May 2022.
2. The following information will be included in the Northern Territory’s six monthly reports, and will be used by the Commonwealth to monitor progress in meeting the milestones in Table 11:
	1. the total hours of training undertaken by interpreters;
	2. the number of interpreters with a Diploma of Interpreting and/or National Accreditation Authority for Translators and Interpreters (NAATI) accreditation employed by the Aboriginal interpreter services;
	3. demographic information on the age and gender of the interpreter workforce;
	4. the number of languages interpreting can be provided in, including the number of interpreters per language and number of qualified interpreters per language;
	5. the total hours and number of interpreting jobs by region, sector, client type; and
	6. the total hours of interpreting by language and information about known job pathways or career progression experience by interpreters.
1. NPARIH will be superseded by the National Partnership on Remote Housing, which continues to complement the Housing schedule of this IP as stated in Table 1. [↑](#footnote-ref-2)
2. Aboriginal Enterprises may include, but are not limited to, Indigenous Business Enterprises, social enterprises, not-for-profit organisations, corporations or other entities. [↑](#footnote-ref-3)
3. Eight communities (additional to the 16 referred to in Table 8) will have contracts awarded and Asbestos and ACM removal completed by June 2016. The completion of a further 11 communities will be subject to available funding and will be determined by the programs progress. These 11 communities are in addition to the communities in the original agreement. [↑](#footnote-ref-4)