



7 November 2024

Tēnā koe

Official Information Act request

Thank you for your email of 11 October 2024, requesting a copy of the contract with providers for the Housing Navigator service.

I have considered your request under the Official Information Act 1982 (the Act).

Please find attached **Appendix One** for the copy of the general contract the Ministry uses for Social Services, such as Housing Navigators. Note that this contract is adjusted as necessary for Social Services across the regions, and there can also be regional variations of contracts with the various service providers.

I will be publishing this decision letter, with your personal details deleted, on the Ministry's website in due course.

If you wish to discuss this response with us, please feel free to contact OIA_Requests@msd.govt.nz.

If you are not satisfied with my decision on your request, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Ngā mihi nui

pp.

Magnus O'Neill
General Manager
Ministerial and Executive Services



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

05 November 2024

Contact

Provider Legal Name (Per NZBN)

Postal Address

Tēnā koe **First Name**

Re: Outcome Agreement number XXXX-XX-XXXXX

Name of the Service or Programme

Please find attached your Outcome Agreement for the period **XX Month 202x** to **XX Month 202x** for your consideration, referred to from here on as 'Agreement'.

Please review this Agreement and if it is satisfactory, arrange to have it signed in accordance with the rules of your organisation.

Please ensure:

- the Agreement is signed (refer to page **six**), scanned and emailed as a PDF to **@msd.govt.nz**
- the scanned document includes the whole Agreement with all pages in order
- the Agreement is not altered. If you have any additions please contact the relationship manager.

When forwarding your invoice please ensure:

- the invoice is completed, as per Inland Revenue guidelines, with the specified amount
- if you have not done so previously, confirmation of bank account is supplied through one of the following options:
 - a blank bank deposit slip
 - the top of a bank account statement (must show account name and number)
 - screen shot from online banking (must show account name and number)
 - written confirmation of the account name and number (with bank stamp).

This Agreement will not become legally binding until it is signed by both Parties. A copy will be emailed to you at **email.com** once signed on behalf of the Ministry.

The Ministry cannot and does not guarantee the on-going funding of services or otherwise make more funding available after the expiry of the attached Agreement.

If you have any questions or queries, please contact your Te Manatū Whakahiato Ora - Ministry of Social Development Relationship Manager, **Name** at **@msd.govt.nz**

Nāku iti noā, nā / Yours sincerely

Name

Designation

Te Manatū Whakahiato Ora - Ministry of Social Development

Released under the Official Information Act 1982



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement

between

**Te Manatū Whakahiato Ora
Ministry of Social Development**

and

Provider Legal Name (Per NZBN)

Outcome Agreement Name	Name of the Service or Programme
Outcome Agreement Number	XXXX-XX-XXXXXX
Commencement Date	XX Month 202x
Term (including any rights of renewal)	XX Weeks, Months, Years
Expiry Date	XX Month 202x
Total Outcome Agreement Price (excluding GST)	\$XX,xxx.00

Please note these amounts exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Agreement.

Outcome Agreement

Parties

Te Manatū Whakahiato Ora - Ministry of Social Development the Sovereign in right of New Zealand acting by and through the Chief Executive of Ministry of Social Development (**Purchasing Agency**)

Provider Legal Name (Per NZBN) (Registration Number) (**Provider**) Select one option below and delete the remaining as they are no longer applicable – The address will transpose from the first page, this should be 'address for service' from the NZBN Website

incorporated under the Charitable Trusts Act 2005 and having its registered office at **Postal Address (the Provider)**.

incorporated under the Incorporated Societies Act 2022 and having its registered office at **Postal Address (the Provider)**.

incorporated under the Companies Act 1993 and having its registered office at **Postal Address (the Provider)**.

a charitable company, incorporated under the Companies Act 1993 and having its registered office at **Postal Address (the Provider)**.

a Maori Trust Board established under the Maori Trust Boards Act 1955 and having its registered office at **Postal Address (the Provider)**.

[Partner Name] of Employer-Registered-Address, [Title] and [Partner Name] of Employer-Registered-Address, [Title], both jointly carrying on business as partners under the firm name of Legal-Name, of [Location] (**the Provider**).

Introduction

A The Framework Terms and Conditions (^{3rd} edition) are part of this Agreement: [Framework Terms and Conditions](#)

B This Agreement describes the:

- (i) Outcome to be achieved;
- (ii) Services that the Provider will provide to contribute towards achieving that Outcome; and
- (iii) the performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcomes.

C The Purchasing Agency engages the Provider, and the Provider agrees to provide the Services on the terms of this Agreement (including the Framework Terms and Conditions) ("the Agreement").

D Recognition of Te Tiriti O Waitangi [OPTIONAL: may be dependent on provider and programme, delete all below points if not applicable]

An aim of this Agreement is to enable effective partnership and engagement with the Ministry. The Ministry recognises Te Tiriti o Waitangi and is committed to

working in partnership. It is intended that engagement between the Ministry and the Provider is guided by the following values:

- **Partnership:** The Purchasing Agency and Provider will act reasonably, honourably and in good faith towards each other as Treaty partners;
- **Participation:** The Purchasing Agency will encourage, and make it easier for the Provider to more actively participate in the relationship;
- **Protection:** The Purchasing Agency will take active, positive steps to ensure that Māori interests are protected;
- **Recognition of Cultural Values:** The Purchasing Agency will recognise and provide for Māori perspectives and values; and
- **Using Mana Enhancing Processes:** recognising the process is as important as the end point; the Purchasing Agency will commit to early engagement and on-going attention to the relationship.

Released under the Official Information Act 1982

It is agreed:**1 Relationship between this Agreement and the Framework Terms and Conditions**

- 1.1 The Purchasing Agency engages the Provider, and the Provider agrees to provide the Services set out in Appendix 1 on the terms and conditions of this Agreement.
- 1.2 This Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9 of this Agreement).
- 1.3 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Agreement.
- 1.4 The Introduction above forms part of this Agreement.

2 Term of this Agreement

- 2.1 This Agreement will commence on XX Month 202x and end on XX Month 202x unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Purchasing Agency may extend the term of this Agreement for up to [insert number of possible extension rights/rights of renewal as per cover sheet] further periods of [insert length of each extension term] by giving the Provider notice it wishes to extend the term at least [insert notice period e.g., 90 days] days before the date when the term would otherwise expire.

3 Services

- 3.1 The Provider will provide the Services described in Appendix 1.
- 3.2 In providing the Services, the Provider will meet or exceed any performance measures set out in Appendix 1. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Agreement so as to contribute toward achieving the outcome linked to each Service.
- 3.3 In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Agreement.

4 Payment

- 4.1 Subject to the Purchasing Agency's rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times specified in Appendix 5.

5 Contract management

- 5.1 The contract management arrangements for this Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.
- 5.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4.

6 New IP

- 6.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP is to be owned by the Purchasing Agency, that will be recorded in Appendix 6.
- 6.2 Any agreed uses of New IP are recorded in Appendix 6.

7 Privacy of personal information

- 7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information are recorded in Appendix 7. The Provider acknowledges that under s201 of the Privacy Act 2020, it is required to have a privacy officer. Contact details for the Provider's privacy officer are as follows:

Provider: Provider Legal Name (Per NZBN)

Contact:	Name
Designation:	Privacy Officer
Address:	Postal Address
Phone Number:	02x xxx xxx
Email:	email.com

8 Relationship Managers and contact details

- 8.1 Each Parties postal address, email address, phone number and Relationship Manager details is set out below:

Purchasing Agency: Te Manatū Whakahiato Ora - Ministry of Social Development

Relationship Manager:	Name
Designation:	Advisor
Address:	PO Box 1556 Wellington 6140
Phone Number:	029 xxx xxx
Email:	@msd.govt.nz

Provider: Provider Legal Name (Per NZBN)

Contact:	Name
Designation:	Title
Address:	Postal Address
Phone Number:	02x xxx xxx
Email:	email.com

Released under the Official Information Act 1982

9 Changes or additions to the Framework Terms and Conditions

- 9.1 The Provider and Purchasing Agency may agree to amend the Framework Terms and Conditions as set out in Appendices 8 and 9.
- 9.2 Except as set out in Appendices 8 and 9, the Framework Terms and Conditions remain in full force and effect in relation to this Agreement.

Signatures

Te Manatū Whakahiato Ora - Ministry of Social Development

I have delegated authority from the Ministry to sign for and on behalf of the Ministry of Social Development as Purchasing Agency.

 Signed by BUDGET MANAGER holder's name
 Designation

 Date

Provider Legal Name (Per NZBN)

I have authority to sign for Provider Legal Name (Per NZBN) and confirm this Agreement has not been altered from what was last provided by the Purchasing Agency.

 Signed by XXXXX
 Designation

 Date

Delete second signatory if not required

I have authority to sign for Provider Legal Name (Per NZBN) and confirm this Agreement has not been altered from what was last provided by the Purchasing Agency.

 Signed by XXXXX
 Designation

 Date

Appendix 1 – Services and Outcomes and Performance Measures

Service Name and Description		
The purpose of this Name of the Service or Programme is to... [insert a description of the Service and what it is intended to achieve]		
Target Group		
Target Group refers to can include benefit type, priority group, location, age, and any other relevant demographics		
Contracted Volume		
Insert volume measure e.g., target number of participants		
Performance Measures		
The expected outcomes and measures of the Service to be achieved are:		
[insert key performance measures covering		
<ul style="list-style-type: none"> quantity, quality, effect - is anyone better-off and how 		
Service Description	Volumes and Funding Measures	Outcome Agreement Price
Enrolment Fee (remove if NA)	E.g., 100 Participants at \$X per person	\$ XXX,XXX.XX
Programme Fee (remove if NA)	E.g., 100 participants at \$X per person	\$ XXX,XXX.XX
Budgeting Session Fee (remove if NA)	E.g., 50 sessions at \$X per session	\$ XXX,XXX.XX
Total Contract Value		\$ XXX,XXX.XX

Placeholder for High Level headings – Could be used to elaborate specific details that relate to the Service. Will need to be modified and/or deleted depending on the nature of the Service

1. Aims of the Service

2. Outcomes of the Service

3. Target Group

4. Service Value, Volume and Capacity

5. Service Delivery**6. Information Capture and Reporting****Appendix 2 – Monitoring by the Purchasing Agency**

Monitoring activity	Time and frequency of monitoring activity
Monitoring type Written reports, meetings between parties Monitoring needs and frequency may depend on risk/size/value of Service	Quarterly or as agreed between the Parties.

Appendix 3 – Regular reporting by the Provider

- Reports and information will be provided by the Provider to the Ministry within the required timeframes as set out in this Agreement.
- The Ministry will email electronic copies of the reporting templates to the Provider for the Provider to complete (if appropriate).
- The records to be kept and reports required to be submitted to email **MSD-Email@msd.govt.nz** are listed below:

Report name	Details to be included in the report	Time and frequency of reporting
Quarterly report	The following details are required: <ul style="list-style-type: none"> • 	Within 10 working days of the end of each quarter (see schedule below)
Final report	Requirements as per Quarterly reports <ul style="list-style-type: none"> • 	Within two months of the end of this Agreement

- **Report due dates:**

Due date	Start of period report covers	End of period report covers

Appendix 4 – Regular Audits or Accreditation of the Provider

Providers are required to maintain their accreditation level according to the Ministry’s relevant Social Sector Accreditation Standards (SSAS) which is assessed by [Te Kahui Kahu](#)

Audit or Accreditation Review: Social Sector Accreditation Standards Level	Review Cycle Frequency (Risk dependent)
Required Level X	X years (in accordance with Te Kahui Kahu accreditation requirements)
The Provider will work to obtain the appropriate level of accreditation within six months from the commencement date of this Agreement if the appropriate accreditation is not already held by the Provider. Failure to do so will result in a breach of the Agreement which may lead to this Agreement being terminated at the Ministry’s discretion.	

Appendix 5 – Payment for Service/s

- The Purchasing Agency will pay the Provider for satisfactory completion of the services in accordance with the terms of this Agreement where conditions for payment have been met.
- All payments shall be made subject to the receipt from the Provider of the relevant reports, and a valid tax invoice.
- All costs associated with the services are included in the funding paid by the Purchasing Agency and the Provider shall not charge participants for any of the services provided under this Agreement.
- All payments will be made within 10 working days of the Ministry receiving the required documentation, and subject to:
 - a. the satisfactory delivery of the Services, and
 - b. compliance with the Terms and Conditions of this Agreement.
- Any funding not used by the Provider for the purposes set out in this Agreement must be returned to the Ministry in accordance with clause 4 of this Agreement and clauses 11.4(d), 12.1 and 12.2 of the Framework Terms and Conditions (whichever is applicable) within two months of the expiry or end of this Agreement.

Payment Schedule

Service	Payment Date or Milestone Required	Payment Conditions (if any)	Payment Amount (GST Exclusive.)
			\$XXX,xxx.00
			\$XXX,xxx.00
			\$XXX,xxx.00
			\$XXX,xxx.00

Total Maximum Payable	\$XXX,xxx.00
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Please note these payments exclude GST.

Appendix 6 – New IP [Delete table and write 'Not Applicable' if appropriate. Contact MSD Legal if you are not sure]

Service	New IP	Agreed Uses of the New IP
[If it is proposed that New IP is to be owned by the Purchasing Agency, record that here (see clause 10.2 of the Framework Terms and Conditions). Seek assistance from MSD Legal if this is the case.]		

Appendix 7 - Privacy of personal information

[Note: Insert any agreements about the sharing of client personal information (as per Clause 8.2 Framework Terms and Conditions) and/or include a reference to any service specification where those information sharing agreements are set out. Seek assistance from MSD Legal and MSD Privacy teams if this is the case or you are unsure.]

Refer to clause 8 of the Framework Terms and Conditions

Providers are required to update their privacy statements to reflect that information about service users is shared with MSD for reporting purposes and that it is used by MSD in a way in which they will not be identified.

Providers must adhere to the Privacy Act 2020.

Without limitation to its obligations under clause 8 (Privacy of personal information) of the Framework Terms and Conditions, the Provider will take all reasonable steps to protect the personal information it collects, stores, uses and shares, including by:

- (a) having documented privacy, information management and security policies, processes, and controls in place that are designed to protect the security of personal information; this includes having a designated Privacy Officer as required under section 201 of the Privacy Act 2020 whose contact details will be made available to MSD on request;
- (b) ensuring personal information is only accessed by appropriate personnel who need to see it to perform the relevant services, and regularly reviewing its access permissions; and
- (c) ensuring that any personal information that is sent electronically is done so in a secure manner and will either be password protected or provided using a system that has been approved by the Purchasing Agency (eg an approved MSD business application).

The Provider will take reasonable steps to ensure that all relevant personnel:

- (a) are aware of the character and sensitivity of any personal information it holds;

- (b) are suitable for the roles they hold, including completing regular Police and Ministry of Justice criminal record checks if required; and
- (c) know when and how to report a privacy breach, and a cyber security incident or conflict of interest that could affect the security, integrity or availability of clients' personal information.

Appendix 8 – Changes to the Framework Terms and Conditions

[Note: THIS SHOULD NOT BE USED WITHOUT CONSULTING MSD LEGAL]
This Appendix should only be used if the Purchasing Agency and the Provider have both discussed and agreed that the addition or departure from the Framework Terms and Conditions is necessary to address a matter that is both novel and specific to the Provider or the Services and which (for clearly identified reasons) is not otherwise adequately or appropriately provided for under the Framework Terms and Conditions. Where applicable include the consequences of breaching the new or amended terms (e.g., the parties will agree a Remedy Plan or some other consequence as applicable).

The Purchasing Agency and Provider agree to replace the Framework Terms and Conditions as follows:

- a) Social Sector Accreditation Status and Reviews
- b) Despite the provision on the accreditation reviews in the Framework Terms and Conditions (see clause 5.6 of the Framework Terms and Conditions), the audit or accreditation review for level one, of the Social Sector Accreditation Standards will be every six months unless otherwise agreed by the Purchasing Agency (see Appendix 4 of this Agreement).
- c) **Accreditation Status** means Accreditation and levels 1 to 5 under the Social Sector Accreditation Standards.

Appendix 9 – Additional Terms to the Framework Terms and Conditions

[Include here any service specific clauses which are not covered by the Framework Terms and Conditions which you would like to add. In particular consider where relevant: clauses covering the Children's Act (the obligations to have child safety policies), and clauses on Health and Safety obligations.]

The Purchasing Agency and Provider agree that the following additional terms form part of this Agreement:

9.1 Social Sector Accreditation Status and Reviews

- (a) The Provider must obtain Level **X** Accreditation within 6 months of the start date of this Agreement.
- (b) Thereafter, the Provider shall maintain their required Accreditation Status for the provision of Services for the term of this Agreement.
- (c) The Purchasing Agency shall disclose to the Provider any changes to the Social Sector Accreditation standards.
- (d) If the Provider's Accreditation is suspended, this Agreement will be suspended without further notice under the Framework Terms and Conditions. If the Provider's Accreditation is revoked or relinquished this Agreement will come to an end without further notice.

- (e) The Purchasing Agency may conduct an Accreditation Review of the Services, or the Provider's practices, operational and financial policies, procedures, and systems.
- (f) The Purchasing Agency shall:
 - i. give the Provider at least two Business Days' notice of any Accreditation review; and
 - ii. visit during working hours or other reasonable times depending on the matter being reviewed; and
 - iii. provide the Provider with a copy of any report on the Accreditation Review.

9.2 Health and Safety at Work Act 2015

The Provider will:

- (a) Consult, cooperate and coordinate with the Purchasing Agency to the extent required to ensure both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Agreement.
- (b) Perform its, and ensure that its Personnel perform their, obligations under the Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.
- (c) Comply with all reasonable directions of the Purchasing Agency relating to health, safety, and security.
- (d) Report any health and safety matters, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for Levels 1 to 4 Service/s only), the Purchasing Agency's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, the Agreement.

9.3 Permitted Information Disclosure

The Provider shall ensure it is listed on the Ministry of Social Development [Family Services Directory](#) and that necessary information is updated when requires unless the Services being provided are exempt.

9.4 Confidential Information

Any confidential information (Despite clause 9.1 of the Framework Terms and Conditions, Confidential Information) Personal information may be disclosed without the consent of the individual (if that disclosure accords with the Privacy Act 2020) for the purposes of sharing with the Government, including other departments and Minister.

9.5 Children Act 2014

As a provider of Children's Services as defined in the Children Act 2014, the Provider must adopt and comply with a child protection policy. The Provider must ensure that the child protection policy accords with the requirements of section 19 of the Children Act 2014 and review this policy at three-year intervals from its first adoption.