



17 December 2024

Tēnā koe

Official Information Act request

Thank you for your email of 7 November 2024, requesting copies of the Housing Navigator contracts for Christchurch between the Ministry of Social Development (the Ministry) and Comcare Charitable Trust, and the Ministry and Emerge Aotearoa.

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

Please find the following documents attached:

- **Appendix One** – EH Navigation Support Service Contract – Emerge
- **Appendix Two** – EH Navigation Support Service Contract – Comcare Charitable Trust.

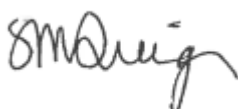
You will note that the information regarding some individuals is withheld under section 9(2)(a) of the Act in order to protect the privacy of natural persons. The need to protect the privacy of these individuals outweighs any public interest in this information.

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

25 July 2024

s9(2)(a)

Emerge Aotearoa Limited
Level 1, Unit 5, 17 Lambie Drive,
Papatoetoe, Auckland

Tēnā koe s9(2)(a)

Re: Contract Number CTBR-25-00172

Emergency Housing Support and Navigation

Please find attached your Outcome Agreement for the period 1 July 2024 to 30 June 2025 for your consideration.

Signing the Outcome Agreement

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

- the Outcome Agreement is signed and returned to me at the address shown below
- you do not annotate the Outcome Agreement other than in the designated areas. If you have any additions please contact me.

Prior to submitting your invoices under this Outcome Agreement please ensure:

- the invoice is completed with the specified amount as per IRD guidelines
- if you have not done so previously, a blank bank deposit slip is supplied.

This Outcome Agreement will not come into force until it is signed by both Parties. A copy will be sent to you (at the address above) once signed on behalf of the Crown.

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

Framework Terms and Conditions

The Framework Terms and Conditions (FTC) that form part of this Outcome Agreement are available at: www.procurement.govt.nz

Any questions?

If you have any queries about the contents of this letter or the Outcome Agreement please contact me. If you do not wish to enter into this Outcome Agreement, please let me know as soon as possible.

Regards

Geoff Curtis

Regional Contracts Manager
Ministry of Social Development
Mobile: s9(2)(a) [REDACTED]
E-mail: [REDACTED]@msd.govt.nz

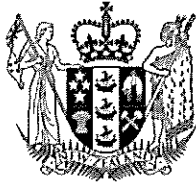
Postal Address

PO Box 249
Christchurch 8140

Physical Address

Level 4, 161 Cashel St
Christchurch 8011

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OFFICIAL INFORMATION ACT



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement

between

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

and

Emerge Aotearoa Limited

Outcome Agreement Name	Emergency Housing Support Service and Navigation
Outcome Agreement Number	CTBR-25-00172
Commencement Date	1 July 2024
Term	1 Year
Expiry Date	30 June 2025
Total Outcome Agreement Price (excluding GST)	\$520,000.00

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**)

Emerge Aotearoa Limited (NZBN 9429031446556) (**Provider**), incorporated under the Companies Act 1993 and having its registered office at Level 1, Unit 5, 17 Lambie Drive, Papatoetoe, Auckland (**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

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.

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 1 July 2024 and end on 30 June 2025 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 by giving the Provider notice it wishes to extend the term at least 30 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: Emerge Aotearoa Limited

Contact:	s9(2)(a)
Designation:	Privacy Officer
Address:	8 Kennedy Place, Hillsborough, Christchurch
Phone Number:	s9(2)(a)
Email:	s9(2)(a) @emergeaotearoa.org.nz

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:	Geoff Curtis
Designation:	Regional Contracts Manager, Canterbury
Address:	PO Box 249, Christchurch 8140
Phone Number:	s9(2)(a)
Email:	s9(2)(a) @msd.govt.nz

Provider: Emerge Aotearoa Limited

Contact:	s9(2)(a)
Designation:	Housing Operations Manager
Address:	PO Box 2322 Christchurch 8140
Phone Number:	03 371 5599
Email:	s9(2)(a) @emergeaotearoa.org.nz

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.

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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.



Blair McKenzie,
Regional Commissioner, Canterbury

02/08/2024

Date

Emerge Aotearoa Limited

I have authority to sign for Emerge Aotearoa Limited and confirm this Agreement has not been altered from what was last provided by the Purchasing Agency.



Signed by John Cook
Group Chief Executive

1 August 2024

Date

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Appendix 1 – Services, Outcomes and Performance Measures

Service Name and Description

The purpose of this Emergency Housing Navigator Service is to provide social support and/or navigator services to families with children, people with mental health needs and people at risk of housing instability who are recipients of an Emergency Housing Special Needs Grants (EH SNG) and living in non-contracted motels. This service may be accessed by clients from their first week in emergency housing.

Target Group

The target group for this Agreement are MSD clients who are receiving an EH SNG and living in a non-contracted motel.

Specifically, these will be:

- Families with children, and
- People with mental health needs, and
- People who are at risk of housing instability and ongoing EH SNG payments.

Contracted Volume

4 FTE supporting clients or families at risk of housing instability who are living in an EH SNG non-contracted motel.

The ratio for support services is 1 FTE to 20 clients or families at any one time.

Performance Measures

The expected outcomes of the Service are:

- *improvement in housing stability*
- *social integration and recovery*
- *reductions in homelessness and hospitalisation*
- *linking, engagement and receiving treatment from mental health services*
- *improvements in other outcomes (e.g. general well-being and health)*
- *children remain engaged with education.*

Service Description	Volumes and Funding Measures	Outcome Agreement Price
Activity Fee	4 Full Time Equivalent Staff at \$130,000 per person per annum	\$ 520,000.00
Total Contract Value (excl. GST)		\$ 520,000.00

1. Aims of the Service

Canterbury homelessness is associated with a range of poor social and economic outcomes. Homelessness is driven by structural issues and system failures (such as poverty, a lack of affordable housing and limited supply, discrimination, welfare support issues and a lack of employment issues) and individual vulnerabilities or circumstances (such as trauma, exposure to family violence, mental health, addictions, relationship breakdowns, ill health and episodes of imprisonment).

Nationally, there has been increased demand in MSD clients and their families seeking suitable sustainable housing. This has resulted in an increased demand for clients needing Emergency Housing Special Needs Grants (EH SNGs). Due to high demand for contracted Transitional Housing, lack of available Public Housing and affordable private rental accommodation, clients who receive an EH SNG are currently placed in non-contracted motels and can be in those situations for extended timeframes without any additional support.

Clients who are placed in an EH SNG non-contracted motel need support to address the issues that have resulted in them becoming homeless.

The service will be delivered in partnership with the Provider who specialises in providing community-based social support services, is culturally responsive and is able to support clients to maintain sustainable, long-term housing and positive wider social outcomes through being connected to their community.

Navigator Service

The Provider will be responsible for supporting and equipping clients within the target group with the skills and knowledge to be successful in sustaining a future private or public home that meets their needs.

A key aspect of the service is supporting clients to increase their skills to secure sustainable future housing and, whilst in an EH SNG non-contracted motel, the provider will take a holistic approach to addressing client needs.

The Provider will identify and engage with key stakeholders, including other housing providers who have experience of homelessness.

The initiatives are aligned with the Government's vision that homelessness in New Zealand is prevented where possible, or is rare, brief and non-recurring. It will reduce the use of EH SNG payments for clients in non-contracted motels.

2. Target Group

The target group for this Agreement are MSD clients who are receiving an EH SNG and living in a non-contracted motel.

Specifically, these will be:

- Families with children, and
- People with mental health needs, and

- People who are at risk of housing instability and ongoing EH SNG payments.

The Ministry reserves the right to waiver or alter the target group criteria at any time during the agreement period.

3. Service Volume

The minimum volume for this service is 20 clients/families per FTE (at any one time based on up to a 1:20 client/household caseload per FTE) who are living in EH SNG non-contracted motels.

It is the responsibility of the Provider to manage their activity in accordance with agreed levels of service. Where the Provider exceeds the agreed maximum service volume, the Ministry is under no obligation to make payment for the additional places achieved, unless this has previously been agreed by the Parties in writing. The Ministry will endeavour to refer appropriate clients and volumes to the service but does not guarantee the number of referrals for any contracted volume.

The Provider will establish a robust relationship with the Work and Income Housing Manager and Integrated Services Case Manager (ISCM) who will be their conduit liaison. The ISCM will supply contact details for the people in the identified cohorts who can access the support services.

The Provider will ensure all participants receiving the service are referred to them from a Housing Manager or ISCM by obtaining email confirmation that the client is eligible for service. Once the Ministry has referred the client to the service, it is the Provider's responsibility to ensure all accepted participants remain in the service and notify the Housing Manager or ISCM if participants disengage from the service.

Any declines of referrals to the service will be on an absolute exceptional basis and in all cases, this will require a detailed explanation to the Regional Contracts Manager and/or Housing Manager.

4. Service Delivery

The minimum duration of the service for each client/household will be the duration of time they are in receipt of an EH SNG and living in a non-contracted motel.

On a case-by-case basis the services may be extended at the discretion of the MSD Relationship Manager or upon request by the provider and agreed by the Ministry.

The Provider will undertake the following with each client/household that is in receipt of an EH SNG and living in a non-contracted motel:

1. Work with each client/household to identify and manage issues that arise in relation to the motel. Engage with clients/whanau to understand the circumstances that led to them being homeless, immediate housing needs and wider social support needs.
2. Develop a tailored, integrated strengths-based plan in conjunction with each client/household to clearly identify and document:
 - (a) the support needed to address any health and social issues affecting the client/household. This will include seeking from the client information and understanding of other agency or NGO involvement to support integration.
 - (b) the support needed to facilitate moving from a non-contracted emergency housing motel to a sustainable, long-term housing option.

- (c) support the client to meet with MSD to ensure they are receiving their full and correct entitlements and complete a public housing assessment.
3. Support each client/household to:
- (a) Access appropriate support services to address any health and social needs; and
 - (b) Carry out the actions identified in the client/households tailored, integrated strengths-based plan, including assisting the client/household to prepare for sustainable, long-term housing.

5. Protecting Client Privacy

The Ministry will not disclose any detailed client information to you unless the client has completed and signed:

- A Housing Privacy Consent form.
- Forms signed by the client should be sent to the Ministry via the ShareFile tool.

You must inform the client, at your first engagement with them, you are contracted by MSD and will provide MSD with regular updates on their engagement with the services being provided and to ensure they are getting the services they need.

6. Information Sharing

You must comply with the Privacy Act 1993 when collecting, sharing, storing, using and disclosing client information.

The mechanism that must be used for exchanging any client information with the Ministry is ShareFile. No client information is to be sent via any other method (such as email, fax, post and courier in person between you and the Ministry).

If you believe there has been a breach of the Privacy Act 1993, you must notify the MSD Relationship Manager immediately.

7. Performance Measures

The outcomes expected of this agreement are:

- The provider will have an adequate number of Social Services/Navigator Support Person(s) providing these services to meet up to 20 clients/households per funded FTE. Accept **20** individuals or families with children, people with mental health needs or people at risk of housing instability (at any one time per FTE) living in an EH SNG non-contracted motel and have them engaged in the service.
- Tailored, integrated strength-based plans are easily understood, action-orientated and developed in partnership with the client/household.
- There will be at least 2 client engagements per week for navigation services (one at least is to be face to face) and daily oversight at EH SNG non-contracted motels for support services.

- 100% clients/families who are engaged in the service are linked to appropriate community-based services.
- 100% of clients know the places to look for accommodation for rent for their location.

Navigator Service

- An individual plan for navigation services will be in place by within 7 days of a client/household being engaged and referred to the provider.
- 100% of clients have a plan in place within 2 weeks of entering service and these are regularly updated during service.
- 95% of clients attend an MSD appointment to check their full and correct entitlement to support them with understanding the level of expenditure they have available for housing.

8. Evaluation

It is expected that the provider has a mechanism and process in place to track the experience of clients utilising the service to support ongoing service delivery internal review and improvements.

Appendix 2 – Monitoring by the Purchasing Agency

Monitoring activity	Time and frequency of monitoring activity
Meetings between parties and written reports as required. Note: Monitoring needs and frequency may vary depend on risk/size/value of Service.	Quarterly or as agreed between the Parties.

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Appendix 3 – Regular reporting by the Provider

Reports and information will be submitted by the Provider to the Purchasing Agency within the required timeframes as set out in this Agreement.

The Purchasing Agency’s Relationship Manager will e-mail electronic copies of the reporting templates to the Provider. The records to be kept and reports to be submitted are listed below.

The mechanism that must be used for exchanging any client information with the Ministry is ShareFile. No client information is to be sent via any other method (such as email, fax, post and courier in person between you and the Ministry).

Report name	Details to be included in the report	Time and frequency of reporting
Monthly Meeting	At least one monthly engagement between the provider and the MSD Housing Team around the update and progress of new clients for that fortnight or anything critical occurring with clients that MSD needs to know/can support to maintain their engagement	Expectation is to attend a monthly meeting with MSD staff to discuss client progress and engagement
Monthly Report	The following details are required: <ul style="list-style-type: none"> • Names of clients engaged in service • Whether client has a partner • Number of Children in household • support services that client/household are receiving • Identify successful completion of key individual/whanau goals. • EH SNG non-contracted motels where clients are currently residing in. • Clients exiting to stable housing outcomes (i.e. private rental or public housing) • Start and end date of service. 	Within 5 working days of the end of each month (MSD will provide the template for this)
Quarterly Reports:	Report Quarterly on quantitative data as follows: <ol style="list-style-type: none"> 1) Demographics <ul style="list-style-type: none"> - total EH households in navigator service for the quarter - EH households with children in navigator service for the quarter - EH households new in navigator service this quarter - EH households exiting navigator service this quarter 2) Duration of Service: <p>Quarterly report on length of time that households that have been in navigator service:</p> 	Within 5 working days of the end of each quarter

	<ul style="list-style-type: none"> - 3 months - 3 to 6 months - 6 to 9 months - between 9 to 12 months - households who have been in navigator service more than 12 months <p>3) Quarterly Outcomes: Report on households that have exited Emergency Housing: what housing did the client/household secure:</p> <ul style="list-style-type: none"> - transitional housing - social/public housing - private rental - flatting - boarding - Staying with Family - Exiting emergency housing and navigator services due to special circumstances - <ul style="list-style-type: none"> o Into healthcare o Into incarceration o Client deceased o Other/Unknown housing option 	
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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

<p>Audit or Accreditation Review: Social Sector Accreditation Standards Level</p>	<p>Review Cycle Frequency (Risk dependent)</p>
<p>Required Level 4</p>	<p>2 years (in accordance with Te Kahui Kahu accreditation requirements)</p>
<p>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.</p>	

Appendix 5 – Payment for Service/s

1. 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.
2. All payments shall be made subject to the receipt from the Provider of the relevant reports, and a valid tax invoice.
3. 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.
4. All payments will be made within 10 working days of the Ministry receiving the required documentation, and subject to:
 - 4.1. the satisfactory delivery of the Services, and
 - 4.2. compliance with the Terms and Conditions of this Agreement.
5. 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.
6. All invoices to be sent to Relationship Manager.
7. Final payment for this agreement must be invoiced by the Provider, and conditions met no later that two months after the expiry or end of this Agreement.

Payment Schedule

Service	Payment Date	Payment Conditions	Payment Amount
Activity Fee	July	Meeting service delivery, monitoring and reporting requirements and on receipt of a tax invoice	\$130,000.00
Activity Fee	October		\$130,000.00
Activity Fee	January		\$130,000.00
Activity Fee	April		\$130,000.00
Total Maximum Payable (GST Exclusive)			\$520,000.00

Please note these payments exclude GST.

Appendix 6 – New IP

Service	New IP	Agreed Uses of the New IP
Not Applicable	Not Applicable	Not Applicable

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Appendix 7 - Privacy of personal information

1. 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.
2. Providers must adhere to the Privacy Act 2020.
3. 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).
4. 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

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

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 4 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.

IN-CONFIDENCE



**MINISTRY OF SOCIAL
DEVELOPMENT**
TE MANATŪ WHAKAHIATO ORA

09 July 2024

s9(2)(a)

Housing Service Delivery Manager

Comcare Charitable Trust
PO Box 22 004, Christchurch 8140

Dear s9(2)

Re: Contract Number CTBR-25-00170

Please find attached your Outcome Agreement for the period 1 July 2024 to 30 June 2025 for your consideration.

Signing the Outcome Agreement

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

- the Outcome Agreement is signed and returned to me at the address shown below
- you do not annotate the Outcome Agreement other than in the designated areas. If you have any additions please contact me.

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Regards

Geoff Curtis

Regional Contracts Manager
Ministry of Social Development
Mobile: s9(2)(a)
E-mail: [REDACTED]@msd.govt.nz

Postal Address

PO Box 249
Christchurch 8140

Physical Address

Level 4, 161 Cashel St
Christchurch 8011





MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement

between

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

and

Comcare Charitable Trust

Outcome Agreement Name	Emergency Housing Support Service and Navigation
Outcome Agreement Number	CTBR-25-00170
Commencement Date	1 July 2024
Term	1 Year
Expiry Date	30 June 2025
Total Outcome Agreement Price (excluding GST)	\$260,000.00

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.

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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**)

Comcare Charitable Trust (NZBN 9429042618676), incorporated under the Charitable Trusts Act 2005 and having its registered office at 251 Lichfield St Christchurch, Christchurch, 8011, (**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

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.

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 1 July 2024 and end on 30 June 2025 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 by giving the Provider notice it wishes to extend the term at least 30 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: Comcare Charitable Trust

Contact:	s9(2)(a)
Designation:	Privacy Officer
Address:	PO Box 22 004, Christchurch 8140
Phone Number:	s9(2)(a)
Email:	s9(2)(a) @comcare.org.nz

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:	Geoff Curtis
Designation:	Regional Contracts Manager, Canterbury
Address:	PO Box 249, Christchurch 8140
Phone Number:	s9(2)(a)
Email:	s9(2)(a) @msd.govt.nz

Provider: Comcare Charitable Trust

Contact:	s9(2)(a)
Designation:	Housing Service Delivery Manager
Address:	PO Box 22 004, Christchurch 8140
Phone Number:	03 377 7020
Email:	s9(2)(a) @comcare.org.nz

9 Changes or additions to the Framework Terms and Conditions

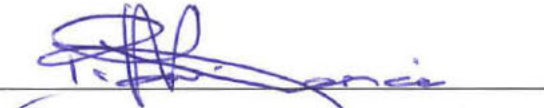
- 9.1 The Provider and Purchasing Agency may agree to amend the Framework Terms and Conditions as set out in Appendices 8 and 9.
- 9.2 Except as set out in Appendices 8 and 9, the Framework Terms and Conditions remain in full force and effect in relation to this Agreement.

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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.




Blair McKenzie,
Regional Commissioner, Canterbury

11/07/2024

Date

Comcare Charitable Trust

I have authority to sign for Comcare Charitable Trust and confirm this Agreement has not been altered from what was last provided by the Purchasing Agency.



Martin Cole
Chief Executive Officer

10/7/24

Date



Appendix 1 – Services, Outcomes and Performance Measures

Service Name and Description		
<p>The purpose of this Emergency Housing Navigator Service is to provide social support and/or navigator services to families with children, people with mental health needs and people at risk of housing instability who are recipients of an Emergency Housing Special Needs Grants (EH SNG) and living in non-contracted motels. This service may be accessed by clients from their first week in emergency housing.</p>		
Target Group		
<p>The target group for this Agreement are MSD clients who are receiving an EH SNG and living in a non-contracted motel.</p> <p>Specifically, these will be:</p> <ul style="list-style-type: none"> • Families with children, and • People with mental health needs, and • People who are at risk of housing instability and ongoing EH SNG payments. 		
Contracted Volume		
<p>2 FTE supporting clients or families at risk of housing instability who are living in an EH SNG non-contracted motel.</p> <p>The ratio for support services is 1 FTE to 20 clients or families at any one time.</p>		
Performance Measures		
<p>The expected outcomes of the Service are:</p> <ul style="list-style-type: none"> • <i>improvement in housing stability</i> • <i>social integration and recovery</i> • <i>reductions in homelessness and hospitalisation</i> • <i>linking, engagement and receiving treatment from mental health services</i> • <i>improvements in other outcomes (e.g. general well-being and health)</i> • <i>children remain engaged with education.</i> 		
Service Description	Volumes and Funding Measures	Outcome Agreement Price
Activity Fee	2 Full Time Equivalent Staff at \$130,000 per person per annum	\$ 260,000.00
Total Contract Value (excl. GST)		\$ 260,000.00

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1. Aims of the Service

Canterbury homelessness is associated with a range of poor social and economic outcomes. Homelessness is driven by structural issues and system failures (such as poverty, a lack of affordable housing and limited supply, discrimination, welfare support issues and a lack of employment issues) and individual vulnerabilities or circumstances (such as trauma, exposure to family violence, mental health, addictions, relationship breakdowns, ill health and episodes of imprisonment).

Nationally, there has been increased demand in MSD clients and their families seeking suitable sustainable housing. This has resulted in an increased demand for clients needing Emergency Housing Special Needs Grants (EH SNGs). Due to high demand for contracted Transitional Housing, lack of available Public Housing and affordable private rental accommodation, clients who receive an EH SNG are currently placed in non-contracted motels and can be in those situations for extended timeframes without any additional support.

Clients who are placed in an EH SNG non-contracted motel need support to address the issues that have resulted in them becoming homeless.

The service will be delivered in partnership with the Provider who specialises in providing community-based social support services, is culturally responsive and is able to support clients to maintain sustainable, long-term housing and positive wider social outcomes through being connected to their community.

Navigator Service

The Provider will be responsible for supporting and equipping clients within the target group with the skills and knowledge to be successful in sustaining a future private or public home that meets their needs.

A key aspect of the service is supporting clients to increase their skills to secure sustainable future housing and, whilst in an EH SNG non-contracted motel, the provider will take a holistic approach to addressing client needs.

The Provider will identify and engage with key stakeholders, including other housing providers who have experience of homelessness.

The initiatives are aligned with the Government's vision that homelessness in New Zealand is prevented where possible, or is rare, brief and non-recurring. It will reduce the use of EH SNG payments for clients in non-contracted motels.

2. Target Group

The target group for this Agreement are MSD clients who are receiving an EH SNG and living in a non-contracted motel.

Specifically, these will be:

- Families with children, and
- People with mental health needs, and

- People who are at risk of housing instability and ongoing EH SNG payments.

The Ministry reserves the right to waiver or alter the target group criteria at any time during the agreement period.

3. Service Volume

The minimum volume for this service is 20 clients/families per FTE (at any one time based on up to a 1:20 client/household caseload per FTE) who are living in EH SNG non-contracted motels.

It is the responsibility of the Provider to manage their activity in accordance with agreed levels of service. Where the Provider exceeds the agreed maximum service volume, the Ministry is under no obligation to make payment for the additional places achieved, unless this has previously been agreed by the Parties in writing. The Ministry will endeavour to refer appropriate clients and volumes to the service but does not guarantee the number of referrals for any contracted volume.

The Provider will establish a robust relationship with the Work and Income Housing Manager and Integrated Services Case Manager (ISCM) who will be their conduit liaison. The ISCM will supply contact details for the people in the identified cohorts who can access the support services.

The Provider will ensure all participants receiving the service are referred to them from a Housing Manager or ISCM by obtaining email confirmation that the client is eligible for service. Once the Ministry has referred the client to the service, it is the Provider's responsibility to ensure all accepted participants remain in the service and notify the Housing Manager or ISCM if participants disengage from the service.

Any declines of referrals to the service will be on an absolute exceptional basis and in all cases, this will require a detailed explanation to the Regional Contracts Manager and/or Housing Manager.

4. Service Delivery

The minimum duration of the service for each client/household will be the duration of time they are in receipt of an EH SNG and living in a non-contracted motel.

On a case-by-case basis the services may be extended at the discretion of the MSD Relationship Manager or upon request by the provider and agreed by the Ministry.

The Provider will undertake the following with each client/household that is in receipt of an EH SNG and living in a non-contracted motel:

1. Work with each client/household to identify and manage issues that arise in relation to the motel. Engage with clients/whanau to understand the circumstances that led to them being homeless, immediate housing needs and wider social support needs.
2. Develop a tailored, integrated strengths-based plan in conjunction with each client/household to clearly identify and document:
 - (a) the support needed to address any health and social issues affecting the client/household. This will include seeking from the client information and understanding of other agency or NGO involvement to support integration.
 - (b) the support needed to facilitate moving from a non-contracted emergency housing motel to a sustainable, long-term housing option.

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(c) support the client to meet with MSD to ensure they are receiving their full and correct entitlements and complete a public housing assessment.

3. Support each client/household to:

- (a) Access appropriate support services to address any health and social needs; and
- (b) Carry out the actions identified in the client/households tailored, integrated strengths-based plan, including assisting the client/household to prepare for sustainable, long-term housing.

5. Protecting Client Privacy

The Ministry will not disclose any detailed client information to you unless the client has completed and signed:

- A Housing Privacy Consent form.
- Forms signed by the client should be sent to the Ministry via the ShareFile tool.

You must inform the client, at your first engagement with them, you are contracted by MSD and will provide MSD with regular updates on their engagement with the services being provided and to ensure they are getting the services they need.

6. Information Sharing

You must comply with the Privacy Act 1993 when collecting, sharing, storing, using and disclosing client information.

The mechanism that must be used for exchanging any client information with the Ministry is ShareFile. No client information is to be sent via any other method (such as email, fax, post and courier in person between you and the Ministry).

If you believe there has been a breach of the Privacy Act 1993, you must notify the MSD Relationship Manager immediately.

7. Performance Measures

The outcomes expected of this agreement are:

- The provider will have an adequate number of Social Services/Navigator Support Person(s) providing these services to meet up to 20 clients/households per funded FTE. Accept **20** individuals or families with children, people with mental health needs or people at risk of housing instability (at any one time per FTE) living in an EH SNG non-contracted motel and have them engaged in the service.
- Tailored, integrated strength-based plans are easily understood, action-orientated and developed in partnership with the client/household.
- There will be at least 2 client engagements per week for navigation services (one at least is to be face to face) and daily oversight at EH SNG non-contracted motels for support services.

- 100% clients/families who are engaged in the service are linked to appropriate community-based services.
- 100% of clients know the places to look for accommodation for rent for their location.

Navigator Service

- An individual plan for navigation services will be in place by within 7 days of a client/household being engaged and referred to the provider.
- 100% of clients have a plan in place within 2 weeks of entering service and these are regularly updated during service.
- 95% of clients attend an MSD appointment to check their full and correct entitlement to support them with understanding the level of expenditure they have available for housing.

8. Evaluation

It is expected that the provider has a mechanism and process in place to track the experience of clients utilising the service to support ongoing service delivery internal review and improvements.



Appendix 2 – Monitoring by the Purchasing Agency

Monitoring activity	Time and frequency of monitoring activity
Meetings between parties and written reports as required. Note: Monitoring needs and frequency may vary depend on risk/size/value of Service.	Quarterly or as agreed between the Parties.

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Appendix 3 – Regular reporting by the Provider

Reports and information will be submitted by the Provider to the Purchasing Agency within the required timeframes as set out in this Agreement.

The Purchasing Agency’s Relationship Manager will e-mail electronic copies of the reporting templates to the Provider. The records to be kept and reports to be submitted are listed below.

The mechanism that must be used for exchanging any client information with the Ministry is ShareFile. No client information is to be sent via any other method (such as email, fax, post and courier in person between you and the Ministry).

Report name	Details to be included in the report	Time and frequency of reporting
Monthly Meeting	At least one monthly engagement between the provider and the MSD Housing Team around the update and progress of new clients for that fortnight or anything critical occurring with clients that MSD needs to know/can support to maintain their engagement	Expectation is to attend a monthly meeting with MSD staff to discuss client progress and engagement
Monthly Report	The following details are required: <ul style="list-style-type: none"> • Names of clients engaged in service • Whether client has a partner • Number of Children in household • support services that client/household are receiving • Identify successful completion of key individual/whanau goals. • EH SNG non-contracted motels where clients are currently residing in. • Clients exiting to stable housing outcomes (i.e. private rental or public housing) • Start and end date of service. 	Within 5 working days of the end of each month (MSD will provide the template for this)
Quarterly Reports:	Report Quarterly on quantitative data as follows: <ol style="list-style-type: none"> 1) Demographics <ul style="list-style-type: none"> - total EH households in navigator service for the quarter - EH households with children in navigator service for the quarter - EH households new in navigator service this quarter - EH households exiting navigator service this quarter 2) Duration of Service: <p>Quarterly report on length of time that households that have been in navigator service:</p> 	Within 5 working days of the end of each quarter

	<ul style="list-style-type: none">- 3 months- 3 to 6 months- 6 to 9 months- between 9 to 12 months- households who have been in navigator service more than 12 months <p>3) Quarterly Outcomes: Report on households that have exited Emergency Housing: what housing did the client/household secure:</p> <ul style="list-style-type: none">- transitional housing- social/public housing- private rental- flatting- boarding- Staying with Family- Exiting emergency housing and navigator services due to special circumstances -<ul style="list-style-type: none">o Into healthcareo Into Incarcerationo Client deceasedo Other/Unknown housing option	
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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 4	2 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.	

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Appendix 5 – Payment for Service/s

1. 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.
2. All payments shall be made subject to the receipt from the Provider of the relevant reports, and a valid tax invoice.
3. 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.
4. All payments will be made within 10 working days of the Ministry receiving the required documentation, and subject to:
 - 4.1. the satisfactory delivery of the Services, and
 - 4.2. compliance with the Terms and Conditions of this Agreement.
5. 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.
6. All invoices to be sent to Relationship Manager.
7. Final payment for this agreement must be invoiced by the Provider, and conditions met no later that two months after the expiry or end of this Agreement.

Payment Schedule

Service	Payment Date	Payment Conditions	Payment Amount
Activity Fee	July	Meeting service delivery, monitoring and reporting requirements and on receipt of a tax invoice	\$65,000.00
Activity Fee	October		\$65,000.00
Activity Fee	January		\$65,000.00
Activity Fee	April		\$65,000.00
Total Maximum Payable (GST Exclusive)			\$260,000.00

Please note these payments exclude GST.

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Appendix 6 – New IP

Service	New IP	Agreed Uses of the New IP
Not Applicable	Not Applicable	Not Applicable

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Appendix 7 - Privacy of personal information

1. 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.
2. Providers must adhere to the Privacy Act 2020.
3. 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).
4. 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.

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Appendix 8 – Changes to the Framework Terms and Conditions

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

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 4 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.