



26 August 2025

Tēnā koe

Official Information Act request

Thank you for your submission on 29 July 2025 to the Ministry of Social Development's (the Ministry's website) in which you requested information about the Transition from School service for people with a health condition or disability.

I have considered your request under the Official Information Act 1982 (the Act). Please find my decision on each part of your request set out separately below.

- 1. What is the total annual funding allocated for the Transition from School Service for ORS-funded students in New Zealand?*

The Ministry funds this service based on demand. The Ministry allocates up to \$2.5 million annually for the service. In the 2024/25 financial year, the Ministry spent \$1.570 million on this service.

- 2. What is the average or standard funding per student for this service (milestone-based or otherwise)?*

The current standard funding per student is \$5,394.88. This rate is comprised of four milestone payments.

- 3. What are the eligibility criteria and application process for an organisation or private provider to become a contracted provider of this service?*

The Ministry currently has no investment opportunities available for new Transition from School Services. All open tenders for Ministry funding are published on the GETS (New Zealand Government Electronic Tenders Service) website, along with advance notices regarding upcoming opportunities. Further information about GETS is available at the following link: www.gets.govt.nz/ExternalIndex.htm.

GETS is a free service which is designed to promote open and fair competition for government contract opportunities. Providers that register with GETS receive updates and notifications about relevant tender opportunities as they are

advertised. You may consider registering with GETS to receive notifications about any future tender opportunities which align with your organisation's objectives.

- 4. Is there a standard contract or service delivery model used across providers, and can I please be sent a sample or template?*

I refer you to **Appendix 1** containing Transition Outcome Agreement Master Template.

- 5. Are there any regional or national panels open for new providers to apply for Transition Services contracts?*

Please see my response to your third question.

- 6. What other transition-related funding or support options are available for disabled students not receiving ORS funding?*
7. What are the eligibility criteria for those alternatives?

The Employment Service in Schools (ESiS) aims to promote employment and employment-related training for disabled students in their final two years at secondary school. Further information about ESiS, including the eligibility criteria, is available here: www.workandincome.govt.nz/providers/programmes-and-projects/employment-service-in-schools.html.

Disability Support Services (DSS), a branded business unit within the Ministry, funds a range of supports for disabled people and their carers. This can include services which support disabled people to respond to transitions and life changes

Needs Assessment Coordination Service providers (NASCs) advise disabled people and their carers about support services and funding they may qualify for. Alternatively, people who live in Waikato, Midcentral, or Christchurch can contact a Ministry Enabling Good Lives (EGL) demonstration site about DSS funding and services. NASCs and EGL sites advise disabled people (and their carers) regarding their Personal Budgets and the DSS Purchasing Rules. The Purchasing Rules explain the types of support disabled people can purchase using their Personal Budgets. Further information about NASCs, EGL sites, and the Purchasing Rules is available on the webpages below:

- NASCs - www.disabilitysupport.govt.nz/disabled-people/assessment-and-funding/needs-assessment-services
- EGL sites - www.disabilitysupport.govt.nz/disabled-people/learn-about-enabling-good-lives
- Purchasing Rules - www.disabilitysupport.govt.nz/carers/understanding-the-purchase-guidelines.

8. How can an organisation apply or be approved to provide services under those funding streams?

As I advised in response to your third question, all open tenders for Ministry funding and advance notices of upcoming opportunities are published on GETS.

I will publish 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.

A handwritten signature in black ink, appearing to read 'Anna Graham', written over the 'pp.' text.

Anna Graham
General Manager
Ministerial and Executive Services



Out of scope

Name
Provider
Address
Address

Dear Name

**Outcome Agreement for Vocational Services for People with
Disabilities - Transition from School Services
Contract Number NATO-XX-XXXXX**

As previously discussed I am pleased to offer a contract for Transition from School Services for the period 1 July 2019 to 30 June 2024 Please find enclosed:

- a copy of the agreement

Please read the following instructions before signing the Agreement:

- Read through the Agreement to ensure that all agreed details are accurate and understood.
- Contact me immediately if details of the service including volumes or funding levels differ from what has been agreed. If necessary, a correct version of the Agreement will be issued. Please do not make any amendments to the Agreement document.
- Arrange for the Agreement to be signed (including initialling each page) by the person in your organisation who has authority to enter into contracts on your behalf.
- Please return the Agreement by either:
 - e-mail to Participation_inclusion_services@workandincome.govt.nz
 - or courier to
National Contracts
Participation and Inclusion
PO Box 1556
Wellington 6140

so that the agreement is received by the Ministry by **date**

Please note that the Agreement will not come into force until the agreement is signed by both parties.

Prior to submitting your invoices under this Agreement please ensure:

- Tax invoices are completed with the specified amount as per IRD guidelines
- if you have not done so previously, an original blank bank deposit slip, or other bank verification, is supplied

- you have submitted the monthly Enrolment and Outcome Reports in the Ministry's Services Outcome Reporting Tool (SORT).

Changes to the Framework Terms and Conditions

Ministry of Business, Innovation and Employment (MBIE) Framework Terms and Conditions (FTC) 2nd Edition form part of this Outcome Agreement. The FTC 2nd Edition is available at: www.procurement.govt.nz.

In line with the changes to the suite of (MBIE) Contracting Tools, we have made changes to the Ministry's additional terms and conditions contained in all Outcome Agreements. Please note we have added additional terms relating to Health and Safety, and Disclosure – Media, detailed in Appendix 3.

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.

Yours sincerely

Name

National Contracts Advisor

Phone No: number or Mob number

Email: name@msd.govt.nz



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement

Between

Ministry of Social Development

And

Out of scope

Contract Name	Vocational Services for People with Disabilities - Transition from School Services
Contract Number	NATO-XX-XXXXX
Commencement Date	1 July 2019
Term	Five Years
Expiry Date	30 June 2024
Total contract value (excluding GST)	[Enter contract value excluding GST] NB Based on current TS numbers or minimum of 3 clients – remove this comment from draft contract

Outcome Agreement

Parties

The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development (the **Purchasing Agency**)

[Enter Provider Legal Name] duly incorporated under the [Charitable Trusts Act 1957 / Incorporated Societies Act 1908 / Companies Act 1993 / Maori Trust Boards Act 1955 – **select one**], Registration Number (XXXXXXX) and having its registered office at [insert registered address from Companies Office website] (**the Provider**).

Introduction

- A The Framework Terms and Conditions (2nd edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at www.procurement.govt.nz
- B This Outcome Agreement describes the:
- Outcome(s) to be achieved;
 - Services that the Provider will provide to contribute towards achieving that Outcome; and
 - The performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome(s).
- C The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).

It is agreed

1 Relationship between this Outcome Agreement and the Framework Terms and Conditions

- 1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with Clause 9).
- 1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
- 1.3 The Introduction above forms part of this Outcome Agreement.

2 Term of this Outcome Agreement

- 2.1 This Outcome Agreement will commence on 1 July 2019 and end on 30 June 2024 unless terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Purchasing Agency may extend the term of this Outcome Agreement for further periods by giving the Provider notice it wishes to extend the term at least 30 days before the end date when the term would otherwise expire.

- 2.3 Contract Terms are subject to Government appropriation being available.

3 Services

- 3.1 The Provider will provide the Services described in Appendix 1 Service Details.
- 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 Outcome 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 Outcome Agreement.

4 Disability System Transformation

- 4.1 The Government launched a prototype of a transformed disability support system in the Mid Central DHB region in October 2018. The system, Mana Whaikaha, is designed to provide disabled people with more control and decision making over their lives and support, including access to personal budgets.
- 4.2 On 17 September 2018, Cabinet confirmed the decision of the Cabinet Social Wellbeing Committee that funding for Community Participation, Very High Needs, Business Enterprises, Transition and Support Funds that are paid to disabled people should transfer from the Ministry to the Mid Central prototype of the transformed disability support system
- 4.3 Funding for Very High Needs, Transition and Support Funds transferred from 1 April 2019.
- 4.4 If System Transformation is extended beyond the Mid Central DHB region The Ministry would be required to transfer funding, Refer to Clause 10.

5 Payment

- 5.1 Subject to the Purchasing Agent'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 1. Please note that payment values displayed in the Outcome Agreement exclude GST. However, payments for GST registered Providers will have the GST added, subject to the terms and conditions of the Outcome Agreement.

6 Contract Management

- 6.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 1 and 2.
- 6.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 1, 2, 3 and 4.

7 New IP

- 7.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any new IP is to be owned by the Purchasing Agency it will be recorded in Appendix 2.

7.2 Any Agreed Uses of New IP are recorded in Appendix 2.

8 Privacy of personal information

8.1 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 2.

9 Relationship Managers and contact details

9.1 Each party's initial postal address, physical address, e-mail address, phone number and Relationship Manager details is set out below:

Purchasing Agency: Ministry of Social Development

Relationship Manager: enter name
Postal address: PO Box 1556, Wellington 6140
Physical address: 56 The Terrace, Wellington
E-mail address: enter e-mail address
Phone number: enter contact phone number(s)

Provider: [enter legal name of Provider]

Relationship Manager: enter name
Postal address: enter postal address
Physical address: enter physical address
E-mail address: enter e-mail address
Phone number: enter contact phone number(s)

10 Changes or additions to the Framework Terms and Conditions

10.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendices 3 and 4.

10.2 Except as set out in Appendices 3 and 4, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

Signatures

Ministry of Social Development

Signed by NAME POSITION

I have a delegation under Schedule 6 clause 2 of the Public Service Act 2020 to sign for the Ministry of Social Development.

Signed _____

Date _____

[Enter Provider Legal Name]

Signed by NAME POSITION

I have authority to sign for [Enter Legal Name] confirm this agreement has not been altered from what was last provided by the Purchasing Agency.

Signed _____

Date _____

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Appendix 1 – Service Details

1. About Work and Income

- 1.1. Work and Income, through the Ministry of Social Development (the Ministry), helps New Zealanders to be safe, strong and independent – Manaaki Tangata, Manaaki Whānau.
- 1.2. The services in this Outcome Agreement contribute towards the Ministry's outcomes of:
 - (a) Improve employment outcomes through sustainable work;
 - (b) Improve people's abilities to meaningfully participate in society; and
 - (c) Improve equity of outcomes, particularly for Māori.

2. Goals and Outcomes of the Services

- 2.1. The Ministry seeks to fund Transition from School services that contribute to realising the aims of the:
 - United Nations Convention of the Rights of Persons with Disabilities, particularly the rights of disabled people to live independently and be included in the community (Article 19)
 - Disability Action Plan 2014 to 2018: Update 2015 to:
 - increase the number of disabled people, including long-term unemployed disabled people, in paid employment and self-employment on an equal basis with others (Priority 2), and
 - promote disabled people having choice and control over their support/services, and make more efficient use of disability support funding (Priority 4)
 - Enabling Good Lives vision to work towards a future in which disabled people and their families will have greater choice and control over their supports and lives, and make more use of natural and generic supports.
- 2.2. These services also contribute to the Ministry's outcomes detailed in 1.2 above.

3. Aims of the Services

- 3.1. The aim of the Transition from School Services (the Service) is to contribute towards disabled people having a good life, in everyday places, as others do at similar stages of life. This will be achieved by:
 - (a) enabling the uninterrupted movement of students in their last year of school into post-school education, employment and/or community services and activities, and
 - (b) ensuring that there is a co-ordinated plan implemented to assist the student with achieving their transitional goals.
- 3.2. The Service will also play a role in helping to build:
 - inclusive and welcoming communities and mainstream services
 - employers' confidence in employing disabled people

4. Target Group and Eligibility Criteria

4.1. People eligible to participate in the Service will:

- be currently living in New Zealand; and
- be a New Zealand citizen or a permanent resident; and
- be aged between 16 and 21 years inclusive; and
- be funded by the On-going Resource Scheme (ORS); and
- be in their final year of school and
- have a disability/ies or health condition that is/are likely to continue for a minimum of six months, and present a barrier to participation and inclusion.

4.2. Exceptions to the eligibility criteria – a person will not be eligible for the Service:

- when a person qualifies for support to transition from school (i.e. vocational or social rehabilitation) that is funded by the Accident Compensation Corporation

4.3. The Ministry will be under no obligation to make payment for individuals who do not meet the eligibility criteria.

4.4. The funding cannot be used for employment, activity, or services located or provided outside New Zealand.

5. Service Volume

Service Location	Annual Contracted Positions
Enter location(s)	Enter number (minimum 3 clients)

6. Enrolment

6.1. Prior to any Transition from School Services commencing, the Provider must provide the Ministry with the names, dates of birth and/or ORS number of the student's they will be providing the Services for. The Provider shall not commence delivery of services until it has received confirmation from the Ministry that the student is eligible to participate in Transition Services.

6.2. Students will self-refer to the Service. A student's enrolment into the Service will be deemed to be complete once the Provider has:

- had an initial meeting with the student and confirmed their suitability to participate in the Service; and
- requested the student's consent to share information with their disability or health and support providers (if any) and the Ministry, and recorded whether or not consent has been given.

6.3. The four milestone deliverables of the Service must be completed within two years from when an enrolled person enters the Service, unless otherwise agreed in writing.

7. Service Content and Delivery

7.1. Services Summary

The following service content, which aligns with international best practice, outlines the type and quality of service the Ministry expects from Transition from School Service Providers.

Under this Agreement, the Provider shall deliver services that:

- Empower the student so that they are active participants in transition planning, goal setting and subsequent movement towards, and achievement of, their transition goals;
- Allow the student to be central to any decision-making and planning that takes place throughout the transition process;
- Assist the student with creating a transition plan, setting of their own goals, making decisions and allowing them to take responsibility for their own actions and achievement of goals;
- Support the student to make informed decisions by having access to information and resources;
- Develop transition plans that can be understood by the student;
- Provide the student with experience/s through exposure to their options;
- Support the student throughout the transition process and achievement of goals;
- Have processes in place that allow the Provider to monitor a student's progress and to gain feedback from all relevant stakeholders, e.g. employers at the completion of work experiences;
- Support students to have equal access to post-school employment and/or community options, and the same rights and opportunities as their non-disabled peers; and
- Allow students to be listened to and treated with dignity and respect at all times.

7.2. Increased Participation in Employment

The Service will be focused on linking students into paid employment opportunities with the same rights, conditions and obligations as other workers. Employment may include full-time, part-time, temporary or casual work, or self-employment.

Activities that the Transition from School Service Provider refer participants to may include:

- Development of job search skills and work confidence;
- Support to access careers information and guidance; and
- Time limited work experience or skills training for the purpose of gaining employment

7.3. Individualised Transition Plan

The Provider will identify through discussion with each student, his or her aspirations or goals with respect to participating and contributing. The Provider, with the student, will develop an Individualised Transition Plan for realising the student's goals for life after school.

The Individualised Transition Plan will include:

- the student's goals and aspirations

- the student's strengths, abilities and interests
- barriers to participation and any support needed to reduce the barriers
- any skill development required
- opportunities and activities for achieving the goals
- key agreed activities that will be undertaken, and timeframes.

This plan is to be a 'living document' and must be reviewed regularly within the transitional year.

7.4. **Facilitation and support to participate**

Activities that students may be supported to consider include (but are not limited to) the following:

- participate in activities, services and facilities that are part of the daily lives of New Zealanders
- develop skills for daily living and participating in the community
- make a contribution to the community through voluntary work
- achieve valued roles such as: student, teammate, teacher, parent, spokesperson
- participate in their culture
- take part in work experience and/or work related skills training
- identify appropriate employment opportunities
- gain and maintain paid employment or self-employment
- maintain and extend friendships and social and support networks

7.5. **Work experience must be time-limited and part of a wider plan**

7.5.1. Work experience must be time-limited. Generally, placements should not exceed four weeks.

7.5.2. The placement should form part of the student's plan to achieve a specific objective, e.g. to gain work skills or see if the student likes a particular type of job or sector.

7.5.3. Work trials must conform to the Employment Relations Act 2000 (90 day trials or probationary periods).

7.6. **General Approach**

It is expected that Providers will align their services with the principles of the Enabling Good Lives approach. This means Providers will aim to:

- Ensure students using their services have opportunities to choose and decide what they are supported to do, where and with whom
- Enable students to try different activities, so that they can identify what they want to do
- Support students to access mainstream services in the community, if they want to
- Support students to develop their capability and natural supports so that they can become more independent of formal support
- Make their services easy for students to use and be flexible

- Ensure students have opportunities to interact with and develop relationships with the wider community, i.e. activities are not segregated, there is meaningful interaction with people outside the Service
- Deliver individually-tailored supports based around the student's aspirational personal plan (as opposed to a 'needs assessment')
- Ensure families/whanau are involved, if this is what the student wants
- Develop and maintain good working relationships with other services and organisations, including government agencies and community organisations, and facilitate access to other services that can help the student achieve their participation goals.

7.7. **Service delivery hours**

The Service should be available during normal school hours (i.e. 9am to 3pm Monday to Friday). Services may also be provided outside of these times with the individual student's agreement.

7.8. **Information capture and reporting**

The Provider will capture and actively maintain student information, including student enrolment details and their Individual Plan, as well as achievement of outcomes. This information will be used to generate reports required by the Ministry.

7.9. **Cessation of services**

The Service provided to a student will be deemed to have ceased where the:

- student no longer wishes to use the Service and withdraws; or
- Provider wishes to withdraw offering the Service to that student; or
- student is deceased or has permanently left the area that the Provider covers; or
- Ministry advises the Provider the student will no longer be funded to participate in the Service.

8. **General Standards Applied to All Services**

8.1. The Provider will ensure the following general standards to the services are applied. The Provider will:

- 8.1.1. Deliver the services to a consistently high standard and have appropriate systems in place to ensure that outcomes are achieved
- 8.1.2. Have sound administrative systems in place and be able to provide accurate records and reports as required
- 8.1.3. Have sound processes in place for the resolution of student complaints
- 8.1.4. Ensure that all participants will have equal opportunity to access the services according to their needs;
- 8.1.5. Ensure that each student has the opportunity to participate as fully as possible in decisions about the service they receive and that, where appropriate, their family/whanau are also involved
- 8.1.6. Comply with all relevant legislation, including the Code of Health and Disability Consumer's Rights

- 8.1.7. Ensure that the facilities where services are provided are accessible to all participants, irrespective of age, or physical or other disability. Facilities for participants with a disability must be clearly sign-posted;
- 8.1.8. Ensure that participants are fully briefed on emergency and any other evacuation procedures that apply to any premises in which services are provided;
- 8.1.9. Ensure that the personal privacy and dignity of participants is respected during the provision of the services;
- 8.1.10. Ensure that the services are provided in a manner which respects and is appropriate to participants' religious and cultural beliefs and practices, age, gender and disabilities.
- 8.1.11. in providing services to Maori, ensure that where appropriate:
- tikanga Maori is integrated into the services
 - local iwi/hapu are consulted about how tikanga Maori is to be integrated into such services
- 8.2. If it comes to the attention of the Ministry that the Provider's Service is inconsistent with one or more of the Principles set out in clause 7.1 above, the Ministry may take action to rectify this situation. These steps may include notifying the Provider of the Ministry's concerns, the nature of the inconsistency/ies, and the timeframe within such service improvements must be made.
- 8.3. The Ministry may take action by terminating the Service under this Agreement in cases where specified improvements have not been made or without prior notification where the nature of the inconsistency, in the view of the Ministry, warrants such action.

9. Service Measures and Outcome Indicators

- 9.1. The Ministry will use the following service measures to demonstrate the actual delivery and outcomes being achieved by the Provider delivering the Service:

Transition Service Measure End of 12 Months
Students that enrolled in this service
Students that have a transition from school plan
Students that have been assisted to trial activities, either in the wider community or employment
Students that have gained paid employment

- 9.2. The Ministry may undertake Online Participant Feedback Surveys, for clients participating in the Service. The Ministry will require support from the Provider to facilitate these surveys.
- 9.3. The key outcome indicators are:
- Student satisfaction with:
 - The support/service from the Provider

- Opportunities to make choices about what they do
- Opportunities to participate are in line with their abilities and interests
- Students are regularly supported to participate in everyday activities in everyday places
- Employment placements

10. Monitoring by Purchasing Agency

10.1. The below table details monitoring that will be carried out by the Ministry:

Type of Monitoring to be conducted (Phone, e-mail, site visits, text, MSD meeting room etc)	Minimum frequency of monitoring to be conducted
Face to face site visit	Annually
E-mail or phone	As and when required

11. Reporting by Provider

- 11.1. Reports and information will be provided by the Provider to the Purchasing Agency within the required timeframes as set out in this Outcome Agreement.
- 11.2. The Provider is responsible for ensuring the information contained in the reports accurately reflects the services provided and current status of its students prior to submitting the summary reports to the Ministry.
- 11.3. The Provider will provide the Ministry with the following Milestone Documentation for Transition Service for each student in the service:

Reporting Type	Report Detail	Time and frequency of reporting
Written Agreement to Work with an Eligible Student	Memorandum of Understanding completed and signed by the student, school, family/caregiver and provider Documentation must include the student's: • name • date of birth • SWN number (where applicable) • ORS number	Due on completion of the milestone
Individualised Transition Plan	A copy of the student's transition plan outlining: • preferences • interests • goals • steps to achieve goals • timeframes, • responsibilities • resources • Support needs • Monitoring	Due on completion of the milestone

Reporting Type	Report Detail	Time and frequency of reporting
	Outcome of what is to be achieved	
Evidence of Brokerage Services Report	This report must include the following: - the range of services and activities provided to the student, including dates, type of brokerage, type of services and activities (and with whom); and - successful outcomes; and - comment on any issues affecting the success of the brokerage	Due on completion of the milestone
Transition Completion Report	This report must include the following information: - the monitoring and reviewing of transition goals over the transition period; and - outcomes, school end date, post-school activity start type and date	Due on completion of the milestone

12. Payments to Provider

- 12.1. The Purchasing Agency will pay the Provider for satisfactory completion of the Services in accordance with the terms of this Outcome Agreement where conditions for payment have been met.
- 12.2. The Ministry will pay **\$xxxxxx.00 (GST exclusive)** for the provision of Transition from School services. Payments will be made as set out in the below table.
- 12.3. All payments shall be made subject to the receipt from the Provider of the relevant reports and a valid GST tax invoice. The contract reference number NATO-**XX-XXXXX** must be quoted on all invoices.
- 12.4. 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 Outcome Agreement.
- 12.5. Payment Calculations - The percentage increase announced in the May 2019 Budget and Pay Equity/Core Funding Increase out year rates are both calculated on the annual value of the 1 July 2018 to 30 June 2019 financial year and are displayed in the table below:

INSERT PAY EQUITY RATES TABLE FROM CALCULATOR SHEET – IF NOT REQUIRED DELETE 12.5 – REMOVE THIS INSTRUCTION

“*For clients who commenced the Transition from School Service in F2019 or prior, claims for subsequent milestone payments will require a separate invoice quoting the contract number under which the client commenced “

- 12.6. Each of the four milestones are payable once only during any student’s enrolment period. Pay Equity adjustments will be made with each Milestone payment for each eligible student.
- 12.7. The Ministry will make payments for each eligible ORS funded student where conditions have been met as per the following payments table:

INSERT PAYMENTS TABLE FROM CALCULATOR SHEET AND REMOVE THIS INSTRUCTION

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Appendix 2 - Audits, Intellectual Property and Privacy

1. Regular Audits or Accreditation Reviews of the Provider

- 1.1. The MSD Approvals team is responsible for the Social Sector Accreditation Standards audits and reviews. The table below outlines the frequency of these depending on the approval level of Providers.

Audit or Accreditation Review: Social Sector Accreditation Standards Level of Approval	Review Cycle Frequency (risk dependent)
Level One	6 months
Level Two	2 years
Level Three	2 - 3 years
Level Four (self-assessment)	2 years
Level Five (due diligence)	Prior to entering into an Outcome Agreement with the Purchasing Agency

- 1.2. Providers must hold Approval Level Four as a minimum.

2. Review

- 2.1. The Ministry may evaluate the effectiveness of the services by carrying out a review. The Provider agrees to cooperate in the undertaking of this review, which may include:
- The Provider's delivery of the service requirements;
 - The expenditure of the funding;
 - Any difficulties that the Provider or the Ministry may have;
 - Whether reports have been provided to the Ministry in accordance with the Outcome Agreement;
 - Participant satisfaction with the services;
 - Any matters that either the Provider or the Ministry may wish to raise.

3. New Intellectual Property (New IP)

3.1. If Nil, or not required, write Nil and remove table and red wording highlighted in yellow.

New IP	Agreed Uses of the New IP

[IF, DESPITE WHAT IS STATED IN THE FTC, NEW IP IS TO BE OWNED BY THE PURCHASING AGENCY, RECORD THAT HERE (SEE CLAUSE 10.2 OF THE FRAMEWORK TERMS AND CONDITIONS]

4. Privacy of Personal Information

- 4.1. The Provider will submit reports to the Ministry electronically. Reports containing clients must be encrypted and protected with a password supplied by the Ministry.
- 4.2. The Provider must ensure that all client information is kept secure.

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Appendix 3 – Changes to the Framework Terms and Conditions

1. Regular Audits or Accreditation Reviews of the Provider

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

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 2 of this Outcome Agreement).

Accreditation Status means Accreditation and levels 1 to 5 under the Social Sector Accreditation Standards

2. Termination

- 2.1. Clause 11.4 of the Framework Terms and Conditions is deleted and replaced by the following:

11.4 Consequences of transfer of funding, termination or expiry of any Outcome Agreement

If the Outcome Agreement (or any part of it) is amended to transfer funding, terminated or expires in accordance with its terms:

- (a) such transfer, termination or expiry will not affect the rights of a party that accrued prior to the date of notice of transfer or termination or expiry;
- (b) unless an alternative date for stopping the Services is agreed by the parties in accordance with clause 11.4(e), the Provider must stop performing the relevant Services from the date notified by the Purchasing Agency in the event funding is to be transferred, termination or expiry of the Outcome Agreement;
- (c) subject to clause 12.1(a), the Purchasing Agency will repay the Provider for all Services provided up to and including the date notified by the Purchasing Agency in the event funding is to be transferred, or the Outcome Agreement is terminated or expires;
- (d) the Provider will repay the Purchasing Agency that portion of funding already paid to the Provider for Services that will not be provided as a consequence of the transfer of funding, termination, or expiry of the Outcome Agreement and clauses 12.2 and 12.3 will apply to any repayments under this clause 11.4(d); and
- (e) the Purchasing Agency and the Provider will discuss how to ensure that there is an orderly transition of the applicable Services and client records from the Provider to any replacement provider following transfer of funding, termination or expiry of the Outcome Agreement, agree a plan and implement their respective obligations under that plan.

Appendix 4 – Additional Terms to the Framework Terms and Conditions

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

1. Social Sector Accreditation Status and Reviews

- 1.1. The Provider shall maintain its required Accreditation Status for the provision of Services for the term of this Agreement.
- 1.2. The Purchasing Agency shall disclose to the Provider any changes to the Social Sector Accreditation Standards.
- 1.3. 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.
- 1.4. The Purchasing Agent may conduct an Accreditation Review of the Services, the Provider's practices, and operational and financial policies, procedures and systems.
- 1.5. The Purchasing Agent shall:
 - (i) give the Provider at least two Business Days' notice of any Accreditation Review;
 - (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.

2. Vetting of Provider employees

- 2.1. The Provider must undertake Police checks for all employees. The checks are obtained through NZ Police Vetting Service.

3. Health and Safety at Work Act 2015

The Provider will:

- 3.1. Consult, cooperate and coordinate with the Purchasing Agency to the extent required by the Purchasing Agency to ensure both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Outcome Agreement;
- 3.2. Perform its, and ensure that its personnel perform their, obligations under the Outcome Agreement in compliance with all obligations under the Health and Safety at Work Act 2015;
- 3.3. Comply with all reasonable directions of the Purchasing Agency relating to health, safety and security;
- 3.4. Report any health and safety matters, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for levels 1 to 4 Services 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 Outcome Agreement

4. Vulnerable Children Act 2014

- 4.1. As a provider of children's Services as defined in the Vulnerable Children Act 2014, the Provider must have 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 Vulnerable Children Act 2014 and review this policy at three year intervals from its first adoption.

5. Permitted Information Disclosure

- 5.1. The Provider shall ensure it is listed on the Ministry of Social Development Family Services Directory (www.familyservices.govt.nz/directory) and that necessary information is updated when required unless the Services being provided are exempt.

6. Disclosure – Media

- 6.1. Both parties agree that neither party will cause or permit any publicity or disclosure relating to the negotiation, signing or performance of this Outcome Agreement to be published or released in any media without the prior written consent of the other, although both parties acknowledge that either may be compelled to disclose information under the Official Information Act 1982.

7. Confidential Information

- 7.1. Any confidential information (Despite clause 9.1 of the Framework Terms and Conditions - Confidential Information), personal information may be disclosed without consent of the individual if that disclosure accords with the Privacy Act 1993 for the purpose of sharing with the Government, including other departments and Ministers.

8. Recovery, reduction or suspension of payments

- 8.1. Clause 12 of the Framework Terms and Conditions is amended to add a new clause 12.5 as follows:
Where the Purchasing Agency, at its sole discretion, decides to transfer funding, the Purchasing Agency shall give the Provider 90 days' written notice of the reduction in funding to the Provider under this Outcome Agreement and prepare a written variation for the parties to sign. If the Provider does not sign the variation within 30 days' this Outcome Agreement will automatically terminate in a further 60 days without further notice being required. This clause overrides all other clauses in the Outcome Agreement and all relevant clauses are amended accordingly. The disputes resolution clause will not apply in these circumstances.