Disability Support Services

MINISTRY OF SOCIAL DEVELOPMENT
TE MANATŪ WHAKAHIATO ORA

Disability Support Services Outcome Agreement

Ministry of Social Development
and
[Provider]

Disability Support Services Outcome Agreement

Ministry of Social Development
and
[Provider]

Provider number	
Contract name	
Contract number	
Start date	
Expiry date	
Renewal Periods	
Term (including any Renewal Periods)	
Total Outcome Agreement Version value	
Insurance requirements	

Contents

1. Parties ---- 4

2. Introduction ---- 4

3. Relationship between this Outcome Agreement and the Standard Terms and Conditions---- 5

4. Term of this Outcome Agreement and Renewal Periods ---- 5

5. Services ---- 6

6. Payment---- 6

7. Contract management ---- 6

8. Intellectual property ---- 7

9. Privacy of personal information---- 7

10. Contact details ---- 7

11. Changes to the Standard Terms and Conditions---- 8

Appendix 1: Services, Outcomes to be achieved, and Performance Measures ---- 9

Appendix 2: Monitoring by the Purchasing Agency ---- 14

Appendix 3: Reporting ---- 15

Appendix 4: Regular audits of the Provider---- 19

Appendix 5: Payments for Services ---- 20

Appendix 6: New Intellectual Property ---- 21

Appendix 7: Privacy of personal information---- 22

Appendix 8: Changes to the Standard Terms and Conditions---- 25

Signatures---- 26

Payment Annexure ---- 27

1. Parties

1.1. The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development and through Disability Support Services (Purchasing Agency).

1.2. *[Full legal name of services provider, include any relevant registration numbers (e.g. NZBN, charities or incorporated societies numbers) and registered address]* (Provider)

2. Introduction

2.1. The Purchasing Agency's Standard Terms and Conditions are part of this Outcome Agreement (Standard Terms and Conditions). The Standard Terms and Conditions are available at https://www.disabilitysupport.govt.nz/providers/contracts .

2.2. This Outcome Agreement describes the:

a) Outcomes to be achieved

b) Services the Provider will provide to contribute towards achieving those Outcomes

c) Funding payable by the Purchasing Agency for the Services

d) Monitoring, reporting, audit, information management arrangements; and

e) Performance Measures to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcomes.

2.3. The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Standard Terms and Conditions).

2.4. The parties acknowledge that the Services contribute to the Ministry of Social Development's broader purpose of supporting New Zealanders to improve their wellbeing, independence and participation in their communities. Where appropriate and consistent with the goals, preferences and circumstances of the Disabled Person, this may include supporting

participation in education, training, employment and other community activities.

2.5. Recognition of Te Tiriti O Waitangi I The Treaty of Waitangi - The parties acknowledge Te Tiriti O Waitangi I The Treaty of Waitangi and recognise the role of the public service in supporting the Crown's relationships with Māori under Te Tiriti o Waitangi. The parties intend that their engagement under this Outcome Agreement will be undertaken in good faith, with mutual respect and open communication.

3. Relationship between this Outcome Agreement and the Standard Terms and Conditions

3.1. This Outcome Agreement is deemed to incorporate and be governed by the Standard Terms and Conditions (as added to or modified in Appendix 8).

3.2. Unless the context otherwise requires, all terms defined in the Standard Terms and Conditions have the same meaning in this Outcome Agreement.

3.3. The Introduction forms part of this Outcome Agreement.

3.4. Unless specified otherwise, if there is any conflict between any of the documents that form part of this Outcome Agreement, the following take precedence:

a) this Outcome Agreement including Appendices and Payment Annexure (where provided separately)

b) the Standard Terms and Conditions

c) the Service Specifications.

4. Term of this Outcome Agreement and Renewal Periods

4.1. This Outcome Agreement will commence on [insert date] and end on [insert date] unless the Term is extended for a Renewal Period or the Outcome Agreement is terminated earlier in accordance with the Standard Terms and Conditions.

4.2. The Purchasing Agency may extend the term of this Outcome Agreement for up to [insert number of possible extension rights] further periods of [insert length of each extension term] by giving the Provider notice it wishes to extend the term at least [insert notice period] before the date when the term would otherwise expire.

4.3. Any Renewal Period will be on the same terms and conditions as this Outcome Agreement, unless the parties agree otherwise in writing.

5. Services

5.1. The Provider will provide the Services listed in Appendix 1 in accordance with the relevant Service Specifications described in Appendix 1.

5.2. In providing the Services, the Provider will meet or exceed any Performance Measures set out in Appendix 1 (or as amended in accordance with the Standard Terms and Conditions). The Performance Measures and any specified Performance Management Framework 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 towards achieving the Outcomes linked to each Service.

5.3. 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.

6. Payment

6.1. Subject to the Purchasing Agency's rights under the Standard Terms and Conditions, the Purchasing Agency will pay to the Provider for the Services, the amounts at the times specified in the Payment Annexure.

7. Contract management

7.1. The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in the Appendices and the Standard Terms and Conditions.

7.2. The parties will comply with all applicable obligations in the Appendices.

8. Intellectual property

8.1. The ownership of any New Intellectual Property Rights is as specified in the Standard Terms and Conditions, unless different ownership arrangements for New Intellectual Property Rights are specified in Appendix 6

8.2. Any agreed additional uses of Intellectual Property owned by the Purchasing Agency are recorded in Appendix 6.

9. Privacy of personal information

9.1. The details of any personal information of individuals that will be shared between the parties, and any agreed approach to the management of such information, is recorded in Appendix 7.

10. Contact details

10.1. Each party's contact details are set out below:

Purchasing Agency	
Contract Manager	
Postal address	PO Box 1566, Wellington 6140
Physical address	Aurora Centre, 56 The Terrace, Wellington 6011
Email	
Phone	0800 566 601

Provider	
Contract Manager	
Postal address	
Email	

Phone	

11. Changes to the Standard Terms and Conditions

11.1. The parties agree to amend the Standard Terms and Conditions as set out in Appendix 8.

11.2. Except as set out in Appendix 8, the Standard Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

Appendix 1: Services, Outcomes to be achieved, and Performance Measures

1.1. Outcomes

Outcome (Population)		
Indicator (Population)		
Service name and description		
Client Group	**Contracted Volume**	**Performance Measures**
[Describe clients, including age, ethnicity, location or other factor as appropriate]		[insert key reporting measures covering quantity, quality, effect – is anyone better-off?] Type of Disability

Outcome (Population)		
Indicator (Population)		
Service name and description		
Client Group	**Contracted Volume**	**Performance Measures**
[Describe clients, including age, ethnicity, location or other factor as appropriate]		[insert key reporting measures covering quantity, quality, effect – is anyone better-off?] Type of Disability

Outcome (Population)		
Indicator (Population)		
Service name and description		
Client Group	**Contracted Volume**	**Performance Measures**
[Describe clients, including age, ethnicity, location or other factor as appropriate]		[insert key reporting measures covering quantity, quality, effect – is anyone better-off?] Type of Disability

Outcome (Population)		
Indicator (Population)		
Service name and description		
Client Group	**Contracted Volume**	**Performance Measures**
[Describe clients, including age, ethnicity, location or other factor as appropriate]		[insert key reporting measures covering quantity, quality, effect – is anyone better-off?] Type of Disability

Outcome (Population)	
Indicator (Population)	
Service name and description	

Client Group	Contracted Volume	Performance Measures
[Describe clients, including age, ethnicity, location or other factor as appropriate]		[insert key reporting measures covering quantity, quality, effect – is anyone better-off?] Type of Disability

[Add in Service specific terms here as appropriate].

[Optional] Economic Benefit to New Zealand

Economic Benefit to New Zealand In undertaking the Services, the Provider will contribute to the delivery of the following Economic Benefit to New Zealand by taking the actions, and meeting the other requirements described below, in accordance with the agreed timeframes. For the avoidance of doubt, the Provider will meet its obligations in relation to the delivery of the Economic Benefit to New Zealand at no additional cost to the Purchasing Agency. [select those that apply]		
Economic Benefit	**Actions to be taken and requirements to be met by the Provider**	**Dates by which actions and requirements will be taken and met by the Provider**
[Employment and workforce development, such as increasing workforce participation, providing training or apprenticeships, have the effect of improving the pay or conditions of New Zealand workers or using spare industrial capacity]	[Insert]	[Insert]

[Using New Zealand businesses, including SMEs and regional businesses in delivering goods and services, either directly or as a subcontractor or in the supply chain]	[Insert]	[Insert]
[Creating export opportunities, boosting a businesses' domestic supply chain and/or international competitiveness]	[Insert]	[Insert]
[Developing New Zealand industry capabilities or capacity]	[Insert]	[Insert]
[Developing and adopting innovative products or practices that benefit New Zealand communities]	[Insert]	[Insert]
[Considering the sustainability and or environmental benefit of the proposed solution]	[Insert]	[Insert]
[Contributing to positive social and cultural outcomes in New Zealand communities]	[Insert]	[Insert]
[Other]	[Insert]	[Insert]

1.2 Approved Personnel

a) The Provider must only use the following Approved Personnel in the following roles:

b) The Provider must not change the Approved Personnel without first obtaining the prior written consent of the Purchasing Agency. Such consent will not be unreasonably withheld.

Name	Role	Specialisation

1.3 Geographical Area - Regions

a) The Provider must only provide the Services in the following region(s):

List Geographical Area - Regions

1.4 Geographic Location – Districts

a) The Provider must only provide the Services in the following District(s):

List Geographical Area - Districts

1.5 Geographical Area - Localities

a) The Provider must only provide the Services in the following localities:

List Geographical Area - Localities

1.6 Add Service Detail

a) None

1.7 Service Specification

The Provider must provide the Services in accordance with the following service specification(s) which are organised by service group for download at: https://www.disabilitysupport.govt.nz/providers/contracts.

Schedule Name_1

Schedule Name_2

Schedule Name_3

Appendix 2: Monitoring by the Purchasing Agency

Service	Monitoring activity	Time and frequency of monitoring activity
All Services	The Purchasing Agency's Contract Manager may visit the Provider a minimum of once per year to discuss and monitor performance. This will include: progress in achieving results for Disabled People as outlined in the Performance Measures progress against any specified Performance Management Framework; and opportunities to further improve outcomes for Disabled People.	Minimum once per year.
	Responses to reports: The Purchasing Agency's Contract Manager will respond to reports received from the Provider as required.	As per reporting requirements and frequency.
	Other contact: The Purchasing Agency's Contract Manager may contact the Provider by phone or email from time-to-time as required.	As required.

Appendix 3: Reporting

3.1 Regular reporting by the Provider

(a) The Provider must provide to the Purchasing Agency's Contract Manager the reports and information specified in the reporting table below. The initial version of the reporting table is attached as Attachment 1.

(b) The reporting table may be updated from time to time without a contract variation, to reflect any reasonable changes requested by either party to ensure reporting remains relevant, accurate, timely and useful for the duration of this Outcome Agreement.

3.2 How to provide completed reports

(a) Providers must fill out the reporting template provided by the Contract Manager and email to dss_reporting@msd.govt.nz

Attachment 1: Reporting Table

GUIDANCE NOTE: Audited and Unaudited Annual and 6 monthly reports are expected for all contracts. Additional reports are by exception.

Service	Report name	Details to be included in the report	Time and frequency of reporting
Service type	Annually Audited (financial)	Financial statements and Annual Report prepared in accordance with Generally Accepted Accounting Practice for New Zealand Include the signed Auditors report.	Annually – within 5 months of the Provider's balance date for their reporting year.

Service	Report name	Details to be included in the report	Time and frequency of reporting
Service type	Annually Unaudited (financial)	Financial statements and Annual Report prepared in accordance with Generally Accepted Accounting Practice for New Zealand.	Annually – within 1 month of the Provider's balance date for their reporting year.

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	6 Monthly Unaudited (financial)	Financial reporting template as specified by the Purchasing Agency.	Six-monthly – on the dates below for the corresponding period 25 January (1 July – 31 December) 15 July (1 January – 30 June)

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	Quarterly Unaudited (financial)	Financial reporting template as specified by the Purchasing Agency.	Quarterly – on the dates below for the corresponding period: 15 October (1 July – 30 September) 25 January (1 October – 31 December) 15 April (1 January – 31 March) 15 July (1 April – 30 June)

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	Monthly Unaudited (financial)	Financial reporting template as specified by the Purchasing Agency.	Monthly – on the 15th of the Month following the reporting period (to the end of the immediately prior Month) except for December report due 25th January

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	Annual Reports		Annually – by 15 July for the period 1 July – 30 June

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	6 Monthly Reports		Six-monthly – on the dates below for the corresponding period: 25 January (1 July – 31 December) 15 July (1 January – 30 June)

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	Quarterly Reports		Quarterly – on the dates below for the corresponding period: 15 October (1 July – 30 September) 25 January (1 October – 31 December) 15 April (1 January – 31 March) 15 July (1 April – 30 June)

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	Monthly Reports		Monthly – on the 15th of the Month following the reporting period (to the end of the immediately prior Month) except for December report due 25th January

Report name	Details to be included in the report	Time and frequency of reporting
Transition Plan		As needed, to be submitted in accordance with the Standard Terms and Conditions.

Appendix 4: Regular audits of the Provider

4.1 Audits

(a) The Purchasing Agency or its nominee may carry out audits in accordance with the Standard Terms and Conditions.

(b) The Provider agrees that the Purchasing Agency may exchange information with other government purchasing agencies who have contracted with the Provider about the Provider's compliance with the Ngā Paerewa Health and Disability Services Standard (NZS 8134:2021), Business Viability Standards and/or any accreditation or certification review performed by any Purchasing Agency.

Appendix 5: Payments for Services

5.1 Taxable Supply Information/Invoicing

The Provider's taxable supply information must meet all legal requirements and must also contain the following information:

(a) Provider number (legal entity number)

(b) Provider taxable supply information number

(c) Contract number

(d) Purchase unit number or a description of the Service being provided

(e) Date the taxable supply information is due to be paid/date payment expected

(f) Period the Service was provided

(g) Volume, if applicable

(h) GST rate

(i) GST number

(j) Full name of Purchasing Agency (Ministry of Social Development)

(k) Purchase order number.

5.2 Taxable Supply Information Address

Email taxable supply information to: providerinvoices@health.govt.nz or post to:

Provider Payments
Te Whatu Ora - Health New Zealand
Private Bag 1942
Dunedin 9054

5.3 Scheduled Payments

(a) The payment details are included in the Payment Annexure.

(b) If the Outcome Agreement Start Date falls part way through a month, the first and last instalments will be prorated to reflect the number of days that the Services were actually provided in those relevant months.

Appendix 6: New Intellectual Property

New IP owned by Provider
Agreed additional use of Purchasing Agency's Intellectual Property

Appendix 7: Privacy of personal information

The Provider must comply with the privacy clauses in the Standard Terms and Conditions.

This Appendix records the parties' agreement regarding personal information that will be shared in connection with the Services in accordance with the Standard Terms and Conditions.

The parties agree that they will only share and use personal information as described in the table below [if no information is to be shared because of this OA, this table must be deleted]:

7.1 Information Sharing Table

Information flow (description)	[Insert description]
Information to be shared and timing	[Specify information elements and when information is shared/accessed]
Purpose(s) for sharing	[State specific purposes for which information is being shared]
Justification(s) for sharing (i.e., legal authority for sharing)	[State specific justification]
How information is to be shared	[insert description]

The parties' Contract Managers will jointly review the above table at least once every two years or earlier if either party raises a concern in relation to this Outcome Agreement. The purpose of the review is to assess:

(a) whether the continued sharing of any personal information remains necessary and appropriate;

(b) whether the information flows remain relevant, efficient, and aligned with the purposes set out in this Outcome Agreement; and

(c) whether the controls and safeguards in place for the protection of shared information remain adequate and effective.

Either party may suspend or remove access to personal information being shared and will consult with the other party on the reasons for doing so before the decision is made, unless doing so would prejudice the reason for suspending or removing access.

7.2. Third-Party Information Sharing

This clause supplements clause 35 (Privacy of Personal Information and Health Information) of the Standard Terms and Conditions. Nothing in this clause limits, reduces or otherwise affects the Provider's obligations under the Standard Terms and Conditions.

The Provider must only collect, access, use, disclose and share personal information for the purposes described in clause 7.1 of this Appendix and in accordance with the Privacy Act 2020, the Standard Terms and Conditions, and any reasonable directions or relevant third-party information sharing policies notified by the Purchasing Agency relating to information sharing arrangements.

The Provider must ensure that any collection, use, disclosure or sharing of personal information is necessary for the delivery of the Services and is limited to the personal information reasonably required for that purpose.

Any proposed information sharing that is not contemplated by this Appendix, or any material change to an existing information sharing arrangement described in this Appendix, may require additional risk assessment, approval, documentation or information sharing requirements as notified by the Purchasing Agency, and the Provider must comply with those requirements.

7.3 Privacy Notices

This clause supplements clause 35 (Privacy of Personal Information and Health Information) of the Standard Terms and Conditions and, for the avoidance of doubt, sets out requirements intended to assist the Provider to comply with applicable notification requirements relating to the collection of personal information under the Privacy Act 2020, including information privacy principles 3 and 3A. Nothing in this clause limits, reduces or otherwise affects the Provider's obligations under the Privacy Act 2020 or the Standard Terms and Conditions.

The Provider must ensure that Disabled People are appropriately informed about the collection, use and disclosure of their personal information.

Where personal information is collected directly from a Disabled Person, the Provider must provide a privacy notice that explains:

- why the information is being collected;
- how it will be used;

- who it may be disclosed to;
- any consequences of not providing the information; and
- how the individual may access and correct their personal information.

Where personal information is collected from a third party, the Provider must comply with any applicable notification requirements under the Privacy Act 2020 and any relevant policies, standards or guidance notified by the Purchasing Agency.

7.4 Māori Data Sovereignty

The parties will take into account the inherent rights and interests of Māori in relation to their data, including the collection, ownership, and application and in particular will:

[Insert additional protocols if required.]

7.5 Data Governance

The parties will develop and implement a data governance framework that will specifically include:

[Insert additional governance measures if required, this could include measures to ensure accountability and transparency.]

7.6 Collaboration and Partnership

If a party is to receive information under this Outcome Agreement, it will first consult with relevant communities, iwi, and hapū on how the information will be used, including the analysis and conclusions drawn from the data, design of policy initiatives or future funding.

Appendix 8: Changes to the Standard Terms and Conditions

Signatures

Signed as an agreement

for and on behalf of the Purchasing Agency as follows:

Signed by	Date
[insert name and title of signatory]	

Signed as an agreement

for and on behalf of the Provider as follows:

Signed by	Date
[insert name and title of signatory]	

Payment Annexure