



Disability Support Services Outcome Agreement

Ministry of Social Development

and

«PROVIDER_NAME»

Provider number	«PROVIDER_NUMBER»
Contract name	«CONTRACT_DESCRIPTION»
Start date	«CONTRACT_STARTDATE»
Expiry date	«CONTRACT_ENDDATE»
Contract number	«CONTRACT_CONTRACTID» / 00

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Outcome Agreement

1 Parties

- 1.1 His Majesty the King in Right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development (**Purchasing Agency**).
- 1.2 «PROVIDER_NAME» (**Provider**).

2 Introduction

- 2.1 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
- 2.2 This Outcome Agreement describes the:
 - (a) Outcomes to be achieved
 - (b) Services the Provider will provide to contribute towards achieving that Outcome
 - (c) Performance measurement framework 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.

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

- 3.1 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 14 of the Framework Terms and Conditions).
- 3.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
- 3.3 The Introduction forms part of this Outcome Agreement.

4 Term of this Outcome Agreement

- 4.1 This Outcome Agreement will commence on «CONTRACT_STARTDATE» and end on «CONTRACT_ENDDATE», unless terminated earlier in accordance with the Framework Terms and Conditions.

5 Services

- 5.1 The Provider will provide the Services listed in Appendix 5 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 and Appendix 10. The performance measures will be used to determine whether the Provider has been successful in delivering this service in accordance with this Outcome Agreement so as to contribute towards achieving the Population Outcomes linked to this service.
- 5.3 The Provider must, throughout the term of this Outcome Agreement hold all licences, registrations or certificates relating to it or to the premises where the Provider provides Services that are required by law or under this Outcome Agreement.
- 5.4 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 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 at the times specified in Appendix 5.

7 Contract management

- 7.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4 and Appendix 9.
- 7.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4 and Appendix 9.

8 New intellectual property

- 8.1 If, contrary to the intellectual property (IP) clauses in the Framework Terms and Conditions, any new IP is to be owned by the Purchasing Agency, it will be recorded in Appendix 6.
- 8.2 Any agreed uses of new IP 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 Purchasing Agency and the Provider, and any agreed approach to the management of such information are recorded in Appendix 7.

10 Business viability standards

10.1 The Provider will comply with the business viability standards.

11 Contact details

11.1 Each Party's contact details are set out below:

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

Provider	
Relationship Manager	«PRVDRCONTACT_NAME»
Postal address	«PROVIDER_ADDRESS», «PROVIDER_ADDRESS2», «PROVIDER_CITY»
Physical address	Provider Address
Email	Provider email
Phone	«PROVIDER_PHONE»

12 Changes or additions to the Framework Terms and Conditions

12.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendices 8 and 9.

12.2 Except as set out in Appendices 8 and 9, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

13 Further definitions

Audit means the audit activities described in the Purchasing Agency audit process.

Business viability standards means the Provider will have suitable levels of staff with appropriate qualifications; meet health and safety standards; have suitable governance and management structures and systems including robust financial management systems; appropriate resolution of complaints related to service provision; a continuous quality improvement approach; and deliver culturally competent services.

Eligible people means the Service users who are eligible to access Services under this Outcome Agreement on the terms set out in the Service Specifications.

Framework Terms and Conditions means the document of that name posted from time to time at www.procurement.govt.nz. If these conditions change, the Provider and Purchasing Agency may agree in writing to the updated Framework Terms and Conditions applying to this Outcome Agreement, from an agreed date.

Ministry audit process means the processes referred to as the **Quality Assurance, Audit and Review Instructions for Providers** set out on the Ministry website. Both parties must comply with the Ministry audit process.

Purchasing Agency Objectives means the standards or policies published or approved by the Purchasing Agency that the Provider will abide by. These can be found on the Ministry website at DSS operational policy | Disability Support Services and **Te Pae Tawhiti**.

Records means all written and electronically stored material, including all records and information held by the Provider or on the Provider's behalf or by its employees, subcontractors or agencies, which are relevant to the provision of Services.

Services means those services described in clause 5.1 of this Outcome Agreement.

Service Specifications means any service specification relating to the provision of the Services referred to in Appendix 1 of this Outcome Agreement.

Uncontrollable Event means an event that is beyond the reasonable control of either party but does not include:

- (a) any risk or event that the party claiming could have prevented or overcome by taking reasonable care, including having in place a reasonable risk management process
- (b) a lack of funds for any reason (other than where the Purchasing Agency has failed to make payment under this Outcome Agreement).

Variation Event means an event that will have a material impact on the provision of Services, including the cost of providing services that results from a legislative or policy change as further described in clause 9.7 of Appendix 9.

14 Signatures

Signed as an agreement

for and on behalf of the **Ministry of Social Development** as follows:

Authorised Signatory

Date

Name: _____

Position: _____

Signed as an agreement

for and on behalf of the **Provider** as follows:

Authorised Signatory

Date

Name: _____

Position: _____

15 Appendices

Appendix 1 – Services, Outcomes to be achieved, and performance measures

Outcome (Population)*1	Refer to the Tier One Service Specification available on the Purchasing Agency website at Disability Support Services Tier One Service Specification
Indicator (Population)	Refer to the Tier One Service Specification* ¹ available on the Purchasing Agency website at Disability Support Services Tier One Service Specification
Service	<p>This service will be delivered according to the:</p> <ul style="list-style-type: none"> • Tier One Service Specification; and • Tier Two and / or Tier Three Service Specifications*² for this Service available on the Purchasing Agency website at Streamlined Contract Framework and Outcome Agreement Disability Support Services <p>Any specific specification terms are annexed to this Agreement as Appendix 11.</p>

*1 The Provider is not responsible for achieving the population level Outcome described in the Tier One Service Specification. The Service delivered by the Provider only contributes towards the Population Outcome being achieved.

*2 The relevant specification(s) to apply to the Services will be the specifications that relate to the purchase units incorporated in Appendix 5.

Appendix 2 – Monitoring by the Purchasing Agency

Service	Monitoring activity	Time and frequency of monitoring activity
All services	<p>The Purchasing Agency’s Portfolio Manager may visit the Provider a minimum of once per year to discuss and monitor performance. This will include:</p> <ul style="list-style-type: none"> • progress in achieving results for People as outlined in the performance measures; and • opportunities for parties to further improve results for People. <p>Responses to reports: The Purchasing Agency’s Portfolio Manager will respond to reports received from the Provider as required.</p> <p>Other contact: The Purchasing Agency’s Portfolio Manager may contact the Provider by phone or email from time-to-time as required.</p>	On dates to be agreed between the parties.

2.1 Review and Audit

Both parties acknowledge the ongoing nature of this Outcome Agreement and the need for and commitment to continuous improvement in service delivery and health and disability outcomes within available funding. Both parties agree that this includes from time to time, participating in service review and/or audit, to address areas of poor health status and/or inadequate Service delivery.

Appendix 3 – Reporting

3.1 Regular reporting by the Provider

Service	Report name	Details to be included in the report	Time and frequency of reporting
All services	Six-monthly Outcome Agreement report	Details described in Appendix 10, the Service Specification or in the Qualtrics online tool (if used for reporting)	Six-monthly – on the dates below for the corresponding period <ul style="list-style-type: none"> • 10 February (1 July – 31 December) • 20 July (1 January – 30 June)
All services	Quarterly Outcome Agreement report	Details described in Appendix 10, the Service Specification or in the Qualtrics online tool (if used for reporting)	Quarterly – on the dates below for the corresponding period <ul style="list-style-type: none"> • 20 October (1 July – 30 September) • 10 February (1 October – 31 December) • 20 April (1 January – 31 March) • 20 July (1 April – 30 June)

3.2 How to provide completed reports

- (i) Providers with services that use the Qualtrics online tool for reporting should follow portfolio managers' instructions on how to use the tool.
- (ii) For other services, Providers will either:
 - fill out the reporting template provided by the Portfolio Managers and email to **dss_reporting@msd.govt.nz**, or
 - Follow the instructions on the Performance Monitoring Return (PMR) provided by Sector Operations and email to **performance_reporting@health.govt.nz**, or
 - follow reporting instructions in the service specification.

(iii) 3.3 Critical incident reporting

The Provider must notify the Purchasing Agency of any critical incident using the Critical Incident reporting form available from the Purchasing Agency. A copy of the Critical Incident reporting form is available on the Ministry's website:

<https://www.health.govt.nz/our-work/disability-services/contracting-and-working-disability-support-services/reporting-critical-incidents-and-death-service> Reporting critical incidents and deaths | Ministry of Health NZ

Appendix 4 – Regular audits of the Provider

Audit	Time for conducting the audit
Health and Disability Services (Safety) Act 2001 (if relevant).	The Purchasing Agency will give the Provider at least 20 business days' notice of its intention to conduct an audit pursuant to the Health and Disability Services (Safety) Act 2001, except issue-based audits, which may be undertaken at any time pursuant to clause 5.5 of the Framework Terms and Conditions.
<p>Under s10 of the New Zealand Public Health and Disability Act 2000, the Purchasing Agency may monitor performance.</p> <p>Section 22G of the Health Act will be used by the Purchasing Agency to authorise the inspection of any records containing personally identifiable information to verify payment.</p>	<p>Monitoring will include Appendix 2 and Appendix 3 activities and audits under clause 9.8 of Appendix 9. Any audit will be initiated in accordance with and follow the Ministry Audit Process</p> <p>Quality Assurance, Audit and Review (disabilitysupport.govt.nz)</p>

The Provider may audit the Provider's compliance with the Business Viability Standards. 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 Business Viability Standards and/or any accreditation review performed by any Purchasing Agency.

Appendix 5 – Services and payments

5.1 Payment table

The price the Purchasing Agency will pay for the services is specified in the table below. Note that all prices are exclusive of GST.

Purchase unit ID	Purchase unit description	Volume	Unit price (excl GST)	Total price (excl GST)	GST rate %	Payment type	Client contribution
Total price for all services							

5.2 Payment Details (CMS Payments)

5.2.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

5.2.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- (a) Provider name (legal entity name)
- (b) Provider number (legal entity number)
- (c) Provider invoice number
- (d) Contract number
- (e) Purchase unit number or a description of the service being provided
- (f) Date the invoice is due to be paid/date payment expected
- (g) Dollar amount to be paid
- (h) Period the service was provided
- (i) Volume, if applicable
- (j) GST rate
- (k) GST number
- (l) Full name of Funder

5.2.3 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

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

5.2.4 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
20 February 2024	31 January 2024	January 2024	
20 March 2024	29 February 2024	February 2024	
22 April 2024	31 March 2024	March 2024	
20 May 2024	30 April 2024	April 2024	
20 June 2024	31 May 2024	May 2024	
22 July 2024	30 June 2024	June 2024	
20 August 2024	31 July 2024	July 2024	
20 September 2024	31 August 2024	August 2024	
21 October 2024	30 September 2024	September 2024	
20 November 2024	31 October 2024	October 2024	
20 December 2024	30 November 2024	November 2024	
20 January 2025	31 December 2024	December 2024	
20 February 2025	31 January 2025	January 2025	
20 March 2025	28 February 2025	February 2025	
21 April 2025	31 March 2025	March 2025	
20 May 2025	30 April 2025	April 2025	
20 June 2025	31 May 2025	May 2025	
21 July 2025	30 June 2025	June 2025	
20 August 2025	31 July 2025	July 2025	
22 September 2025	31 August 2025	August 2025	
20 October 2025	30 September 2025	September 2025	
20 November 2025	31 October 2025	October 2025	
22 December 2025	30 November 2025	November 2025	
20 January 2026	31 December 2025	December 2025	
20 February 2026	31 January 2026	January 2026	
20 March 2026	28 February 2026	February 2026	
20 April 2026	31 March 2026	March 2026	
20 May 2026	30 April 2026	April 2026	
22 June 2026	31 May 2026	May 2026	
20 July 2026	30 June 2026	June 2026	
Total			

Payment Details (CCPS Payments) – **(Sector Ops - Delete what is Not Applicable for each Agreement)**

CCPS Monthly PPS payment

Monthly payments

- (i) The Purchasing Agency will pay the Provider monthly as described in the payment table above.
- (ii) The Purchasing Agency will initially send a Payment Schedule and/or Residential Comment Sheet template.
- (iii) The Provider must ensure the Comments Sheet includes the following details:
 - Provider ID
 - Facility ID
 - Provider Name
 - Facility Name
 - Service Period date range
 - Funder

If any of these details are incorrect, the Purchasing Agency may respond by email to request that they be corrected before the Purchasing Agency can process the payment.

- The Provider must ensure the Comments Sheet includes the following details:
 - New entries (both private paying and subsidised clients)
 - Discharges
 - Dates of Death
 - Transfer between service levels
 - Changes in client contributions
 - Temporary absences – both Hospital leave and Social leave
 - Any issue/errors you find within previous Payment Notifications

If the Purchasing Agency is unable to action any of these changes the first time they are commented, the Provider must continue to comment them in the monthly submissions until they have been actioned.

Invoicing

- The Purchasing Agency will issue a Payment Notification based on the Residential Comments Sheet. The Purchasing Agency will pay the Provider for the Services it provides in each month provided that the Purchasing Agency receives the Residential Comments Sheet by the 10th of the month following service.

CCPS Four-weekly payment (RIDSAS)

(i) Four weekly payments

- The Purchasing Agency will pay the Provider four-weekly as described in the table above.
 - The Purchasing Agency will provide the Provider with a proposed payment schedule (PPS) for each four-weekly period of service at least six days before the end of that period. The PPS for the period will specify People the Purchasing Agency expects to pay at the agreed price per unit based on the last invoice and any known adjustments the Purchasing Agency makes.
- (iv) If the Provider has not received a PPS at least six days before the end of the four-weekly period of service, the Provider should call the Contact Centre on 0800 855 066. The Purchasing Agency will issue a PPS within one Business Day of the notification.
- The Provider must:
 - check and amend the PPS where necessary
 - sign the verification that the Services have been supplied, and
 - return the verified proposed payment schedule (VPPS) to the Purchasing Agency no later than one Business Day after the four-weekly period of service.

(ii) Invoicing

- The Purchasing Agency will issue a Buyer Created Tax Invoice (BCTI) based on the VPPS and pay the Provider for the services it provides in each four-weekly period provided the Purchasing Agency receives the VPPS from the Provider by the first Business Day after the four-weekly period.
- Where a Person's eligibility has not been established the Purchasing Agency will not be able to process any changes the Provider notes on the VPPS until the Purchasing Agency receives notification from the National Intellectual Disability Care Agency (NIDCA) and Work and Income NZ where applicable.
- If the Purchasing Agency does not receive the VPPS from the Provider within five Business Days of the end of the four-weekly period the Purchasing Agency will pay the Provider on the next scheduled payment date (28 days later), provided the Purchasing Agency has received the VPPS on time.

CCPS Monthly manual payment

(i) Monthly manual payments

Note that all prices are exclusive of GST.

(ii) Invoicing

The Purchasing Agency will pay the Provider for the services provided in each invoice period so long as the Purchasing Agency receives a valid GST tax invoice within 10 Business Days before the scheduled payment date. The invoice must meet all legal requirements and must contain the following information:

- Provider name (legal entity name)
- Provider number (legal entity number)
- Provider invoice number
- Agreement number
- Purchase Unit (PU ID) or a Purchase Unit Description of the Service
- Date the invoice is due to be paid
- Dollar amount to be paid
- The Period the Service was provided (Service start and Service end dates)
- Number of days Service provided
- GST rate
- GST number
- Name, date of birth and NHI number of each Person
- Full name of the Purchase Agency

(v) Address for invoices

Invoices are to be sent care of:
 Sector Operations
 Te Whatu Ora - Health New Zealand
 Private Bag 1942
 Dunedin 9054
 Or Email: provider@health.govt.nz

CCPS Four-weekly manual payment (DAC)

(i) Payment details

The price the Purchasing Agency will pay for the Service is exclusive of GST. Details of payments and price the Purchasing Agency will pay are as follows:

When the Purchasing Agency will make payments	When the Purchasing Agency must receive the invoice
<ul style="list-style-type: none"> • Payments will be four-weekly. • The first payment will be on insert date for Services between Monday insert date and Sunday insert date. • All subsequent payments will be on every fourth Wednesday. 	<ul style="list-style-type: none"> • The Purchasing Agency must receive an invoice on the first Business Day of the four-weekly period. • If the invoice is not received on the due date the Purchasing Agency will pay the Provider on the next scheduled payment date 28 days later.

CCPS Fortnightly electronic payment

(i) Payment details

The price the Purchasing Agency will pay for the Service is exclusive of GST. Details of payments and price the Purchasing Agency will pay for the Services are as follows:

When the Purchasing Agency will make payments	When the Purchasing Agency must receive the invoice
<ul style="list-style-type: none"> • Payments will be fortnightly. • The Purchasing Agency will make the first payment within ten Business Days of receiving the electronic file for Services delivered in the fortnightly period. 	<ul style="list-style-type: none"> • If the invoice is not received on the due date the Purchasing Agency will pay the Provider on the scheduled payment date in the following fortnight.

(ii) Invoicing

- The Provider must send the Purchasing Agency an electronic file of a Summary Tax Invoice and invoice lines for the previous fortnight. The Provider must use the template the Purchasing Agency has provided for electronic claims.
- Invoice periods will normally start on a Monday and end on a Sunday.
- The invoice must meet all legal requirements and must contain the following information:
 - Provider name (legal entity name)
 - Provider invoice number
 - CCPS Service ID of the Service provided
 - Invoice date
 - Total dollar amount per line to be paid
 - Total dollar amount of the Invoice to be paid
 - Volume
 - The Period the Service was provided (Service start and Service end dates)
 - Number of days Service provided in each week (Monday to Sunday)
 - GST amount
 - NHI number of each Person

(iii) Address for invoices

Invoices are to be

Emailed to: **provider@health.govt.nz**

CCPS Fortnightly manual payment

(i) Price

The price the Purchasing Agency will pay the Provider is specified above. Note that all prices are exclusive of GST.

(ii) Invoicing

- The Purchasing Agency will pay the Provider for the Services provided each invoice period so long as the Purchasing Agency receives a valid GST tax invoice within 10 Business Days before the due date for payment.
- The invoice must meet all legal requirements and must contain the following information:
 - Provider name (legal entity name)
 - Provider number (legal entity number)
 - Provider invoice number
 - Agreement number
 - Purchase Unit (PU ID) or a Purchase Unit Description of the Service
 - Date the invoice is due to be paid
 - Dollar amount to be paid
 - Volume
 - Period the Service was provided (Service start and Service end dates for each week)
 - Number of days Service provided in each week (Monday to Sunday)
 - GST rate
 - GST number
 - Name, date of birth and NHI number of each Person
 - Full name of Purchase Agency

(iii) Address for invoices

Invoices are to be sent care of:
Sector Operations
Te Whatu Ora - Health New Zealand
Private Bag 1942
Dunedin 9054
Or Email: **provider@health.govt.nz**

Appendix 6– New intellectual property (New IP)

New IP	Agreed uses of New IP
N/A	

Appendix 7– Privacy of personal information

The Purchasing Agency will collect personal information (including health and disability information), related to the services provided, as identified in this Outcome Agreement and, in particular, in the service delivery description in Appendix 1.

All personal information must be managed in accordance with the Privacy Act 2020 and the Health Information Privacy Code 2020. The parties must safeguard the personal information against loss, misuse or unauthorised access, use, modification, or disclosure.

Appendix 8 – Changes to the Framework Terms and Conditions

N/A

Appendix 9 – Additional terms to the Framework Terms and Conditions

9.1 Child protection policy

In accordance with section 16 of the Children's Act 2014 «PROVIDER_NAME» will:

- (i) adopt, as soon as practicable, a child protection policy (in respect of the provision of children's services within the meaning of section 15 of that Act) that complies with section 19 of that Act; and
- (ii) review that policy within 3 years of the date of its first adoption; and
- (iii) in accordance with best practice, post a copy of the child protection policy on its internet site.

9.2 Information

9.2.1 Records

The Provider must keep secure accurate records of the performance of services by the Provider and its employees, agents and advisers and make them available to the Purchasing Agency and its auditors in accordance with its reasonable instructions.

9.2.2 Confidential information

- (a) The parties acknowledge that the following information is not confidential information and nothing in this Outcome Agreement prevents either party from publishing or disclosing any of the following information (subject to removal of any personal or health information):
 - (i) the terms of this Outcome Agreement
 - (ii) any final audit report produced as part of a Ministry Audit Process
 - (iii) the nature and quantity of the services provided
 - (iv) payments made under this Outcome Agreement.
- (b) Subject to clause 9.2.2(c) below, the Provider must:
 - (i) transfer any confidential information it holds within its possession and control to the Purchasing Agency upon the expiration or termination of this Outcome Agreement
 - (ii) ensure that confidential information transferred is of sufficient quality, clarity and completeness to enable the Purchasing Agency to understand and use it.
- (c) If this Outcome Agreement is lawfully terminated for breach, the party in breach will pay the costs of complying with clause 9.2.2(b), otherwise these costs will be shared equally by the parties.

9.3 Renewal processes

- (a) The Purchasing Agency will advise the Provider not less than six months before the end date of this Outcome Agreement if the Purchasing Agency intends to:
- (i) tender or issue a Request for Proposal (RFP) for continuation of the services but both parties acknowledge that this clause does not create any expectation that the parties will enter a further agreement once this Outcome Agreement expires;
 - (ii) cease to fund the services; or
 - (iii) otherwise choose not to enter into a further agreement with the Provider for the services on expiry of this Outcome Agreement.
- (b) The Provider will advise the Purchasing Agency not less than six months before the end date of this Outcome Agreement if the Provider has decided not to enter into a further agreement for the provision of the services with the Purchasing Agency.

9.4 Remedy plan and other remedies

9.4.1 Relationship context

The following remedy options may be applied if the Purchasing Agency believes the Provider has breached its obligations under this agreement and regular communication described in the Relationship Principles in the Framework Terms and Conditions has not resolved the issue.

9.4.2 Remedy Plan

The Purchasing Agency and the Provider will agree a remedy plan as specified in the Framework Terms and Conditions if the Purchasing Agency believes the Provider has committed a breach of its obligations under this Outcome Agreement.

9.4.3 Other remedies

If the Purchasing Agency believes the Provider has committed a breach of its obligations under this Outcome Agreement, and the breach poses a significant risk to the health and safety of people in the Provider's care, or other significant risk of non-compliance with this Outcome Agreement the Purchasing Agency may initiate any of the following actions:

- (a) initiate an audit; and/or
- (b) appoint an advisor for no longer than 3 months, or for a time agreed in writing, to assist the Provider to resolve any quality issues. The advisors will monitor the Provider's performance and report back to the Purchasing Agency and Provider.

Where an advisor is appointed the Provider must:

- allow the advisor access to the Provider's premises
- allow access to relevant information and documentation; and
- ensure that the advisor is able to carry out his or her duties without disturbance or disruption.

The Purchasing Agency will pay for the costs of any advisor appointed.

(c) Appoint a temporary manager

The Purchasing Agency may appoint an appropriately qualified and experienced temporary manager to take over management of the provision of services on behalf of the Provider, to remedy the breach referred to in clause 9.4.3 above.

Where a temporary manager is appointed, the Provider must:

- allow the temporary manager access to the Provider's premises.
- ensure that the temporary manager is able to carry out his or her duties without disturbance or disruption; and
- comply with any direction or instruction given by the temporary manager.

The Provider will be liable for the reasonable costs of the temporary manager.

(d) Suspend services

Suspend some or all of the services (and suspend payment for those services) on giving written notice to the Provider until the breach is rectified.

(e) Withhold payment

The Purchasing Agency may withhold some or all of the payments to the Provider until the Provider has remedied a breach or until the Purchasing Agency is satisfied that the Provider has taken appropriate steps to ensure that a breach of that nature will not happen again.

(f) Purchasing Agency to remedy the breach itself

The Purchasing Agency may take action itself to remedy any breach and recover reasonable costs from the Provider.

(g) Termination

Exercise its termination rights contained in the Framework Terms and Conditions.

9.5 Purchasing Agency's failure to pay on time

If the Provider provides a valid tax invoice to the Purchasing Agency within the timeframe specified in Appendix 5, and

- (a) the invoice is not the subject of a dispute under clause 7 of the Framework Terms and Conditions, and
- (b) the Purchasing Agency fails to pay that invoice within the timeframe specified in Appendix 5,

the Provider can require a remedy plan to be agreed.

9.6 Uncontrollable event

If an uncontrollable event occurs, clauses 9.6.1–9.6.5 (inclusive) of this Appendix will apply.

9.6.1 No default

Neither party will be in default under this Outcome Agreement if an obligation cannot be performed because it is caused by an uncontrollable event, however the Purchasing Agency's obligation to make payments will cease to the extent that services are not provided.

9.6.2 Obligations of the affected party

Where either party is affected by an uncontrollable event, the party affected must:

- (a) notify the other party in writing of:
 - (i) the nature of the circumstances giving rise to the uncontrollable event;
 - (ii) the extent and likely duration of that party's inability to perform its obligations under this Outcome Agreement; and
- (b) take all reasonable steps to remedy, or reduce the impact of, the uncontrollable event.

9.6.3 Alternative arrangements

The Purchasing Agency may, after consulting with the Provider, make alternative arrangements to ensure performance of the services during the period in which the Provider is unable to provide them as a result of an uncontrollable event and for such reasonable time afterwards as may be necessary to secure an alternative provider or providers at the time the alternative arrangement is entered into.

9.6.4 Variation or termination of services due to uncontrollable event

The parties may agree to what extent, if any, the obligations affected by an uncontrollable event can be varied and vary this Outcome Agreement accordingly.

9.6.5 Termination due to failure to perform obligations

After a party has been unable to perform its obligations for 20 business days because of an uncontrollable event the other party may terminate this Outcome Agreement with immediate effect by providing written notice to the party affected by the uncontrollable event. If either party intends to terminate this Outcome Agreement using this clause, it must provide the party affected by the uncontrollable event with notice of its intention to terminate as soon as reasonably practicable.

9.7 Variation process for a variation event

9.7.1 In addition to the variation process recorded in clause 15.2 of the Framework Terms and Conditions, if a variation event occurs that will have a material impact on the provision of services, including the costs of providing services, the following clauses will apply.

9.7.2 On the occurrence of a variation event, the parties will both identify and quantify the impact of the variation event and will seek expert advice, if necessary, to assist in dealing with it.

- 9.7.3 Where the parties agree there is a material impact resulting from the variation event, both parties will then seek to agree a variation to this Outcome Agreement, which may include, without limitation:
- (a) reconfiguration of any service; or
 - (b) adjustment to costs of, or payments in respect of any service.
- 9.7.4 Where both parties are unable to agree that there is a material impact on either party, or potential material impact resulting from the variation event, then the matter may be referred to dispute resolution under clause 7 of the Framework Terms and Conditions. Where it is determined through the dispute resolution procedure that there is a material impact on either party, or potential material impact, resulting from the variation event, the parties shall seek to agree a variation to this Outcome Agreement in accordance with clause 9.7.3 above.
- 9.7.5 Each party must negotiate in good faith to reach prompt agreement on any issues, proposed amendments or any alternative proposal.
- 9.7.6 If neither party can agree on any variation to the Outcome Agreement in accordance with clause 9.7.3 or 9.7.4 within two months of agreement under clause 9.7.3, or determination under clause 9.7.4, then either party may terminate this Outcome Agreement by giving three months' written notice.
- 9.7.7 Despite anything in this Outcome Agreement to the contrary, the Purchasing Agency may vary this Outcome Agreement, on written notice, in order to give effect to a change in law or in the definition of eligible person arising from a change in the law from the date that change has effect.
- 9.7.8 Any variation to this Outcome Agreement must be in writing and, except for a variation made under clause 9.7.7, signed by both parties.

9.8 Additional audit provisions

In addition to the Framework Terms and Conditions provisions 5.2 to 5.6, the parties agree that the Purchasing Agency may conduct audits in accordance with the Ministry Audit Process.

9.9 Additional termination provisions

If the Provider is:

- (a) placed in liquidation or receivership or is insolvent; or
- (b) convicted of any dishonesty offence relating to any claim for payment from any party (including the Purchasing Agency) or if any of its core management team are so convicted and the Purchasing Agency reasonably considers the Business Viability Standards will not be met,

the Purchasing Agency may terminate this Outcome Agreement immediately on written notice to the Provider.

9.10 Transfer of rights and obligations

9.10.1 Change of ownership

If the Provider is a company, any changes to the shareholders of the company (or any holding company) that alter who controls the company (as defined or used in the Companies Act 1993) will be treated as a transfer that requires the Purchasing Agency's prior written approval, such agreement shall not be unreasonably withheld.

9.10.2 Transfer of rights and obligations

- (a) The Provider must obtain the Purchasing Agency's prior written approval to transfer all or any part of its rights and obligations under this Outcome Agreement to a third party. In seeking the Purchasing Agency's approval, the Provider must:
 - (i) notify the Purchasing Agency, not less than 20 business days before the date of the proposed transfer providing any information reasonably requested by the Purchasing Agency (and by completing the MSD transfer document "Application for Assignment of Residential Support Agreement" where applicable) and forwarding it to the Purchasing Agency's Relationship Manager; and
 - (ii) satisfy the Purchasing Agency that the proposed transferee is suitable as a provider of the service.
- (b) The Purchasing Agency will endeavour to advise the Provider of its decision concerning the Provider's request within five business days of receiving the Provider's application and any information reasonably requested by the Purchasing Agency. If the Purchasing Agency approves the transfer, the Provider must comply with any reasonable conditions the Purchasing Agency may impose as part of its approval. All other obligations under this Outcome Agreement remain unless the parties agree in writing.

9.11 Cooperation with transfer of service

The Provider agrees to cooperate and provide the Purchasing Agency with assistance it may reasonably require ensuring that any handover of the services to the Purchasing Agency or a third party is conducted smoothly and professionally, either on transfer under clause 9.10 or at the expiry or termination of the Outcome Agreement.

9.12 Applicable Purchasing Agency objectives

The Provider will comply with any applicable Purchasing Agency objectives.

9.13 EGL Principles

The EGL Principles are the foundation of Disability Supports and are summarised in the table below.

Self-determination	Disabled people are in control of their lives.
Beginning early	Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
Person-centred	Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
Ordinary life outcomes	Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
Mainstream first	Disabled people are supported to access mainstream services before specialist disability services.
Mana enhancing	The abilities and contributions of disabled people and their families are recognised and respected.
Easy to use	Disabled people have supports that are simple to use and flexible.
Relationship building	Supports build and strengthen relationships between disabled people, their whānau and community.

Successful Disability Supports occur when the EGL Principles have been embedded in provider practice.

The Disabled Person needs to be satisfied that:

- they have been able to choose who supports them and how they are supported
- they are respected as an individual
- supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

Appendix 10 – Performance measures and reporting

Name of service:

Clients:

Performance measures*		
How many? (Quantity of effort = #)	How well ...? (Quality of effort = %)	Is anyone better off? (Quantity and quality of effect = #/%)

Narrative report:

What’s the story behind the data?

Describe the key factors impacting on the performance measures for this period.

Issues?

Are there any emerging issues or trends you wish to bring to the Purchasing Agency’s attention?

Additional performance measures may be incorporated into the Qualtrics online tool and will be completed by the Provider for any of the Services provided under this Outcome Agreement.

Appendix 11– Additional service specification and/or provider specific terms and conditions applicable to this service

11.1 Service Specification

(N/A of none, or attach additional Service spec)

11.2 Provider Specific Terms and Conditions

(N/A of none, or attach PSTC)