

Notice to Tenderers 1: 28 Whiringa-ā-rangi | November 2024

QUESTION	ANSWER
<p>1. Is there existing data infrastructure available that could be transferred to support data responsibilities such as Whānau Tahī? If no, would Te Puni Kōkiri be open to Commissioning Agencies working together to find an appropriate and affordable solution, and also fund it?</p>	<p>Te Puni Kōkiri has not specified the use of specific data collection infrastructure. While we encourage collaboration across Commissioning Agencies on shared data collection infrastructure, there is no funding ring-fenced for the development of new data collection infrastructure or scaling of existing solutions outside of current funding allocations.</p>
<p>2. Is there information from existing Whānau Ora providers that could be shared for example:</p> <ul style="list-style-type: none"> • Performance information. • Number of Navigators in a host organisation. • Number of whānau each Navigator supported. • Range of issues they dealt with. • Outcomes that were achieved. • Any other insights or lessons that have been learned over the past 10 years. 	<p>The current Whānau Ora Commissioning Agencies publish annual reports which provide information on their activities, including the commissioning of Service Providers (which Te Puni Kōkiri does not have oversight of). These reports can be found at:</p> <p>Whānau Ora Commissioning Agency: https://whanauora.nz/publications/woca-annual-report</p> <p>Pasifika Futures: https://pasifikafutures.co.nz/resources/annual-reports</p> <p>Te Putahitanga o te Waipounamu: https://www.teputahitanga.org/wp-content/uploads/2023/02/Annual-Report-21-22-V16-reduced.pdf</p>

QUESTION	ANSWER
3.	<p>Additional information, providing insights on what has been learnt about Whānau Ora, can be found at:</p> <p>Office of the Auditor-General (Whānau Ora Review 2023) https://oag.parliament.nz/2023/whanau-ora</p> <p>Te Puni Kōkiri https://www.tpk.govt.nz/en/o-matou-mohiotanga/whanau-ora</p>
4.	<p>Engagements with Iwi, providers and whānau is critical to our establishment process. We plan to use a two-pronged approach to keep relationship building separate to the operational elements of our forward work. Is Te Puni Kōkiri able to provide funding for this component of the establishment process and/or support from the Regional Office?</p> <p>While we encourage collaboration and relationship building, there is no funding ring-fenced for the establishment process outside of current funding allocations.</p> <p>Where it relates to the funding of activity from 1 July 25 onwards then the RFP is clear any such activity will need to be funded from the \$25k per Navigator fee.</p>
5.	<p>Regarding the Regional Funding Allocation model and the focus on supporting all New Zealanders most in need (based on decile 8-10 deprivation data for all New Zealanders), does this mean that funding cannot be invested to meet the aspirations of whānau?</p> <p>Funding can certainly be invested to meet the aspirations of whānau. For further information refer to 2.6.1 Whānau Ora Progression Framework in the RFP document at page 22. Both Navigator services and Other Whānau Initiatives can be commissioned by Service Providers to achieve the outcomes in the Whānau Ora Framework.</p>
6.	<p>Correction to Schedule 12, Government Targets, clause 1.1 g) Government</p> <p>Schedule 12, clause 1.1 g) contains incorrect text, and should read:</p> <p>g) More students at expected curriculum levels: 80% of Year 8 students at or above the expected curriculum level for their age in reading, writing and maths by December 2030.</p>

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QUESTION	ANSWER
<p>6. Can you please double-check if there may be some wrong references to Tables and Sections in the Response Form?</p> <ul style="list-style-type: none"> • 4.2.3.a I think this should reference Table 10 (not Table 8). • 4.2.3.b I think this should reference Table 10 (not Table 8). • 4.2.3.d I think this should reference Table 10 (not Table 8). • 4.3.1.b I think this should reference Table 13 in two places (not Table 11). • 4.3.1.d I think this should reference section 2.2.5. (not section 2.2.3). 	<p>It is apparent there is some misalignment of referencing between Appendix C - RFP Response Form and the RFP. The correct references to the RFP in Appendix C - RFP Response Form are:</p> <ul style="list-style-type: none"> • 4.2.3.a should reference Table 10 (not Table 8). • 4.2.3.b should reference Table 10 (not Table 8). • 4.2.3.d should reference Table 10 (not Table 8). • 4.3.1.b should reference Table 13 in two places (not Table 11). • 4.3.1.d should reference section 2.2.4 and 2.2.5. (not section 2.2.3).
<p>7. We are concerned that consideration of Māori Data Sovereignty is absent from the Agreement which may impede our ability to protect whānau data. Could Te Puni Kōkiri provide clarify as to why Māori Data Sovereignty is not included and how it sees whānau data being protected?</p>	<p>Te Puni Kōkiri acknowledges the importance of protecting Māori data, and the importance of Māori Data Sovereignty.</p> <p>Effective data collection and outcomes measurement is essential to uphold a social investment approach and to improve services to whanau by systematically measuring and comparing their effectiveness and feeding this information back to decision-making.</p> <p>Te Puni Kōkiri understands the trust and confidence Māori have in the data system is often challenged, and we acknowledge we have a role to mentor others across the system in the principles of Māori data sovereignty and protection, to help lift the trust and confidence of Māori in the system.</p>

QUESTION	ANSWER
	<p>As set out in the RFP, commissioning agencies will be required to provide data into the Integrated Data Infrastructure (IDI).</p> <p>In 2023, Stats NZ, in partnership with the Data Iwi Leaders Group technicians (Te Kahui Raraunga) developed a framework for Māori Data Governance which addressed settings for Māori Data Sovereignty. While this framework is still awaiting final endorsement, Te Puni Kōkiri are committed to applying and advocating those settings accordingly as and when they are formally instated by the Government Chief Data Steward and Government Statistician.</p> <p>In terms of the protection of whānau data, please refer to our commitment to data privacy and protection as outlined in Appendix B, including signalling mandatory requirements for data security, sharing and storage.</p>

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	QUESTION	ANSWER
8.	For clarity, please provide your definition of 'arms length' as discussed in Clause 20.2(v) of the Outcome Agreement.	In relation to clause 20.2(a)(v) in the template Outcome Agreement, an arm's length arrangement is one where the price (or value) agreed by the parties is not impacted by any relationship existing between the parties.
9.	<p>Our question is about the makeup of a Commissioning Agency's Investment Board. We note that in the RFP it states it is expected that the Chair of the Investment Board will be the Chair of the respective Commissioning Agency Board.</p> <p>Can any other member (apart from the Chair) of the Investment Board also be a member of the Commissioning Agency Board, apart from the Chair?</p>	<p>Te Puni Kōkiri expects Commissioning Agencies to purchase services that will increase the reach and access of Whānau Ora service delivery beyond the communities and whānau currently engaged.</p> <p>Te Puni Kōkiri expects Commissioning Agencies to demonstrate and maintain strong community representation in their Investment Planning process.</p> <p>Investment Boards should therefore be comprised of members who are deeply connected to communities in the Geographic Region and who represent the geographical, ethnic, cultural, and other diversities of the Geographic Region, with particular attention to those under-served by New Zealand Government agencies</p>
		<p>Te Puni Kōkiri's requirement regarding Investment Board composition, set out in the RFP (p17), is that other Investment Board members must be drawn from outside organisations:</p> <p><i>'It is expected that the Chair of the Commissioning Agency will be the Chair of the Investment Board. All other members must be drawn from outside organisations.'</i></p> <p>This is reflected in the Outcome Agreement at clause 25.2 (c).</p>

	QUESTION	ANSWER
10.	<p>I have done some analysis using the NZDep2023 data to double-check if I understand the funding allocation approach shown in Table 11. I understand how the approach works for Region 4 but cannot match the allocation for Regions 1 to 3.</p> <p>In the table below I have assumed Region 4 is allocated funding based only on the Pacific population who reside in NZDep8-10 areas as per in the RFP. Hence Region 4 is only funded to reach Pacific peoples (at up to 13.8% of funds), while Regions 1 to 3 are funded to reach all groups (excluding Pacific). Is that correct?</p> <p>Using the assumption above in the calculations below Regions 1 to 3 are allocated funding based only on the non-Pacific populations who reside in NZDep8-10 areas (i.e. all populations groups not identifying as Pacific, calculated by subtracting the pacific resident numbers from the total resident population in each region (to prevent double counting)). However, I cannot get the same proportion as in the funding allocation. Please provide more detail on how funding allocation was done for Regions 1 to 3? Perhaps funding allocation used in the RFP for Regions 1 to 3 allows Pacific peoples who also identify with other groups to be counted more than once in the funding allocation approach. Would that be correct?</p>	<p>The Funding Allocation for each Whānau Ora Region has been calculated as follows:</p> <ul style="list-style-type: none"> • using NZDep2023 data for each Regional Authority, determine the total national number of Decile 8-10 individuals across each of the total New Zealand population; and the Pacific Peoples population then • for each of Whānau Ora Regions 1-3, calculate the percentage of its Decile 8-10 population as a proportion of the total New Zealand Decile 8-10 population (using the data for the Regional Authorities which comprise each Whānau Ora Region) then • calculate the percentage that the Pacific Peoples Decile 8-10 population represents of the total New Zealand Decile 8-10 population, and using that figure, pro rata Regions 1-3 the percentages down, eliminating double counting of Pacific Peoples then • percentage for region 4 to reach the total maximum Funding Envelope of \$154.858m and determine the funding allocation for each Whānau Ora region. <p>For the total funding allocation for each Whanau Ora region, please refer <i>Table 11: Regional indicative maximum available funds</i> on Page 25 of the RFP document. This has been replicated below for ease of reference.</p>

QUESTION						ANSWER			
	WO Regions	Non-Pacific peoples in NZDep 8-10 areas	% Non-Pacific peoples in NZDep 8-10 areas	TPK Funding up to %	Variance	Allocation			
	Region 1	594,306	38.6%	43.0%	4.4%	Region 1	Up to \$66,552,000	Up to 43.0%	Up to \$154,858,000
	Region 2	419,091	27.2%	24.9%	-2.3%	Region 2	Up to \$38,568,000	Up to 24.9%	
	Region 3	243,840	15.8%	13.8%	-2.0%	Region 3	Up to \$21,398,000	Up to 13.8%	
	Region 4	281,553	18.3%	18.3%	0.0%	Region 4	Up to \$28,340,000	Up to 18.3%	
	Total	1,538,790	100.0%	100.0%					
11.	What is the calculation for the payments ‘washup’ process every four months and what date will this process commence?					The calculation and timing of the ‘wash-up’ process is set out at Clause 2.8 of Appendix D – Outcome Agreement. For convenience this is replicated below: “2.8 Wash up process: Upon receipt, and Te Puni Kōkiri approval, of the Progression Framework Report at the end of the Payment Period, Te Puni Kōkiri will: (a) reconcile the number of Navigators the Commissioning Agency's Service Providers have actually engaged under this Agreement during that Payment Period, versus the predicted number of Navigators that the Commissioning Agency was funded for in relation to that Payment Period; (b) reconcile the Other Whānau Initiatives the Commissioning Agency's Service Providers have actually delivered under this Agreement during that Payment Period, versus the predicted Other Whānau Initiatives that the Commissioning Agency was funded for in relation to that Payment Period; (c) assess if the Commissioning Agency was over-funded for that Payment Period; and (d) adjust the payment for the subsequent Payment period to account for the difference in General Commissioning Activities Funding that should have been paid to the Commissioning Agency.”			

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QUESTION		ANSWER
12.	What is the expected date for data to be shared into the IDI?	Te Puni Kōkiri will work with the selected Commissioning Agencies to agree the timeline for the first data transfer. However, we are anticipating a first transfer to the IDI will occur on or around 30 September 2025.
13.	When will Te Puni Kōkiri, in consultation with Commissioning Agencies, commence the development of the Whānau Ora Progression Framework?	The Whānau Ora Progression Framework will initially be drafted by Te Puni Kōkiri. Te Puni Kōkiri will share the initial Progression Framework with Commissioning Agencies following selection of successful respondents.
14.	Once the Whānau Ora Progression Framework is developed by Te Puni Kōkiri, when will this be provided to the Commissioning Agencies?	Te Puni Kōkiri will share the initial Progression Framework with Commissioning Agencies following selection of successful respondents.
15.	Please provide your Whanau Ora Outcomes Framework to be inserted to the Outcome Agreement Schedule 8.	<p>The published framework referred to in schedule 8 can be found at https://www.tpk.govt.nz/en/nga-putea-me-nga-ratonga/whanau-ora/whanau-ora-kaupapa.</p> <p>This framework will be included in the final version of the Outcomes Agreement provided to successful respondents.</p>
16.	Please confirm which region Wharekauri / Rēkohu is part of.	Wharekauri are considered as part of Region 3.
17.	Please advise who will be in the RFP review panel or, alternatively, the organisations they represent.	Te Puni Kōkiri will not release information on the composition of the RFP evaluation panel until after the conclusion of the RFP evaluation process.
18.	Are commissioning agencies expected to undertake a social return on investment on commissioning activities, and if so, what methodology is expected to be applied? If not, who will be undertaking this, and what methodology will be applied?	<p>The newly established Social Investment Agency has a function to set the standards for social investment practice to ensure there is consistency across government agencies and contracted providers. The Social Investment Agency has not yet issued any standards to government agencies.</p> <p>As outlined in Section 2.3 Common and consistent best practice (p.20 of the RFP) Te Puni Kōkiri does expect Commissioning Agencies to undertake work to measure the impact of the services they commission and the value of these. This measurement will form part of evaluation and monitoring activities.</p>

QUESTION		ANSWER
		<p>In support of this, Te Puni Kōkiri is currently developing a Progression Framework to measure outcomes achieved for consistent application nationally. Te Puni Kōkiri will consult with the Social Investment Agency on the development of this framework.</p> <p>As outlined in clause 3 of Schedule 10 – Whānau Ora Progression Framework (p.80 of Appendix D - Outcome Agreement) the framework will be provided to successful respondents.</p> <p>Te Puni Kōkiri will also share any further information on value and impact measurement standards once this is notified by the Social Investment Agency.</p>
19.	Has Te Puni Kōkiri done any modelling in understanding the potential adverse impact on the current Whānau Ora workforce across commissioning agencies, particularly the loss of employment in high deprivation areas? If not, why not?	<p>A key focus of Te Puni Kōkiri's modelling has been to identify high deprivation areas across New Zealand and to enable greater reach of frontline Whānau Ora services to the areas of greatest need. The funding allocation model:</p> <ul style="list-style-type: none"> • solely uses deprivation data (NZDep2023 Decile 8-10) to determine the allocation of funding to the regions; and • significantly increases the overall number of navigators delivering frontline services across Aotearoa <p>While there is a re-balancing of funding allocations among Regions, the funding allocation model is built to ensure that FTE Navigators are prioritised to those areas with the highest need.</p>

QUESTION		ANSWER
20.	Section 2.2.1 describes the move for Whānau Ora Commissioning Services to better align to Governments Social Investment approach. Please confirm and advise what this approach is?	<p>The newly established Social Investment Agency has outlined on their website what Social Investment involves. This is:</p> <ul style="list-style-type: none"> • Understanding people's needs using data and evidence • Setting clear, measurable goals and focusing on what works • Improving services by systematically measuring and comparing their effectiveness and feeding this information back to decision-making, and • Enabling local providers to deliver services tailored to the needs of their communities. <p>Agencies gather, share, analyse and use data and evidence to identify people who have the greatest needs, and key points in their lives where preventative support makes the most difference. They design services that can best meet these needs and track and monitor those.</p> <p>More information on the approach, including the Cabinet Paper that set up the newly established Social Investment Agency can be found at the following link: Social investment approach</p>
21.	Year 1 will be a transition year to establish INV boards and their functions and will not be onboard to approve investment decisions for financial year 25/26. To ensure continuity for whanau, is our assumption correct that contracting for 25/26 will be a transition year, and the 3 year investment plan due 30th June 2026 will inform contracting for the proceeding 3 years.	<p>Te Puni Kōkiri expects Commissioning Agencies to use their regional needs analysis due on 31 March 2026 to inform their Investment Plans due on 30 June 2026. Your assumption is correct, the Investment Plan should inform contracting for the three proceeding years.</p> <p>How the chosen Commissioning Agency structures their contracts, and their terms, is up to them. Though we note that there is an opportunity to update Investment Plans annually.</p>

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QUESTION		ANSWER
22.	Please provide an indicative range of expected whānau targets per navigator.	<p>Te Puni Kōkiri has not developed target ranges of this kind. Discussions on local need and service delivery requirements will occur between a Commissioning Agency and its service providers. Navigators by nature are able to offer a range of different types of support for our hardest to reach whānau. The make-up of service delivery is determined by those located within the communities being served.</p> <p>Te Puni Kōkiri currently reports annually on the number of whānau supported by region and in total across the motu. That annual reporting can be found here</p> <p>https://www.tpk.govt.nz/en/mo-te-puni-kokiri/corporate-documents/corporate-publications/annual-reports</p>
23.	If we have been shortlisted for more than one Region, and we are successful in being selected as preferred Respondents for both regions, would it be acceptable to have one Board, and one Investment Board over both regions?	<p>No. As outlined in Section 2.2.4 Investment Boards (p.17 of the RFP document) each region must have its own Investment Board.</p> <p>The purpose of the boards is to better ensure localised input into decision making; therefore the boards are to be representative of communities within each respective region – and will make decisions based on needs within their region.</p> <p>Proposals are expected to demonstrate professional familiarity with the region and the communities within.</p>
24.	Please confirm who will be responsible for completing the analysis from the IDI and providing this to Investment Boards.	<p>At regular intervals, Te Puni Kōkiri will release bespoke analysis conducted in the IDI that will be shared with Commissioning Agencies.</p> <p>Commissioning Agencies are also able to establish their own relationships with Stats NZ and other researchers with access to the IDI to conduct bespoke analysis.</p>
25.	Please confirm the current total number of navigator FTEs for each region.	<p>Te Puni Kōkiri does not currently hold this information. This has historically been held by commissioning agencies. Detail as to the number of navigators, whether they are full time or part time, their location varies across the current commissioning services.</p>

QUESTION		ANSWER
26.	Please confirm the transition arrangements that are currently in place for the incumbent commissioning agencies so we can ascertain more detail around the transition process.	<p>We cannot comment on the transition processes for Incumbent Commissioning Agencies as these are commercially sensitive.</p> <p>At the relevant section of the RFP Response Form, your Proposal should detail your proposed approach to transitioning into the role of a Commissioning Agency, and any associated dependencies. Once selected, Te Puni Kōkiri will work with the successful respondent for each region on any necessary transition-in and transition-out arrangements required.</p>
27.	What specific requirements does Te Puni Kōkiri have for monitoring pay equity to meet its expectations?	<p>Clause 8.5.1 (g) Agreements with Service Providers in the Outcome Agreement must ensure Commissioning Agencies include a provision in Service Provider agreements which obliges the Provider ‘to use its best endeavours to pay its employees and contractors (including the Navigators) rates that are no less than the Pay Equity Rates’. Te Puni Kōkiri expects that as part of usual contract management processes, Commissioning Agencies will monitor the ongoing performance of this obligation.</p>
28.	Please clarify what you mean at Page 19 of the business case when you say: “early identification of potential risks to vulnerable whānau and prompt incident reporting and reporting of unsafe circumstances to Te Puni Kōkiri”. Please elaborate on what is envisaged here in terms of reporting i.e. “unsafe circumstances”, to the government’s principal policy advisor on Māori wellbeing and development.	<p>Te Puni Kōkiri has a concern to ensure any services being commissioned have adequate risk management systems in place, including policies and practices to:</p> <ul style="list-style-type: none"> • cover Service Providers and Navigators to ensure safety at work, particularly where Service Providers and Navigators are working in environments where there are high levels of stress and sensitivity, common when whānau are having to manage multiple overlapping and complex health and social issues. • protect whānau participating in the services. This includes policies and practices necessary to ensure child safety and to address circumstances where unsafe whānau home environments are identified and/or whānau members are identified as being at risk.

QUESTION	ANSWER
	<p>The increased focus on risk management and transparency of policies and practices reflects the objective of Te Puni Kōkiri to extend the reach of Whānau Ora services to the communities and homes of those whānau most underserved and in need. And to do so in a way that promotes health and safety for all, while continuing to align with the fundamental values of the kaupapa.</p> <p>For that reason, successful Respondents will be required to have and apply comprehensive policies and active practices to mitigate risks associated with the commissioning of services.</p> <p>Regarding the requirement to report to Te Puni Kōkiri, we expect such reporting to include:</p> <ul style="list-style-type: none"> • “significant incident” (numbers and type); • identification of: <ul style="list-style-type: none"> o unsafe work environments o unsafe whānau home circumstances o at risk whānau members. • the number and extent of external referrals; and • the number of navigators receiving training in related areas to help mitigate risks associated with the commissioning of services, such as child safety training. <p>For clarity, Te Puni Kōkiri does not require reporting on individual whānau cases – such details are to remain confidential to the relevant Commissioning Agency and Service Provider, in line with privacy and confidentiality obligations.</p> <p>https://www.treasury.govt.nz/sites/default/files/2014-11/rfi-socialinvestment.pdf</p>

QUESTION		ANSWER
29.	What technology / solution will Te Puni Kōkiri be using for the Secure File Transfer process for IDI and Whānau Ora Progression Framework data?	<p>Individualised data for inclusion to the IDI will be provided by the Commissioning Agency directly to Stats NZ. Data will be required to be uploaded via Stats NZ's existing Secure File Transfer supplier. The Stats NZ process and requirements are provided in the RFP in: Appendix B: Detailed Data Requirements; Appendix F: Process for Establishing a new data collection by Stats NZ and integration into Data products; and Appendix E: Stats NZ Data Sharing Agreement Template.</p> <p>Further details of the process and guidelines for transfer will be shared once successful respondents are selected. Te Puni Kōkiri will not have access to IDI files shared by Secure File Transfer at any stage.</p>
		<p>Te Puni Kōkiri will also use a Secure File Transfer process for the aggregated system performance reporting and aggregated financial reporting by Commissioning Agencies referred to in Appendix B: Detailed Data Requirements in the RFP. We will share further information this further details with successful Respondents as part of implementation planning.</p>

QUESTION	ANSWER
<p>30. Section 4.3.1(G) when you talk about whanau transition – can you provide an example of why and when whanau would transfer between providers or other CA? Is this about transient whanau who move? Or is this about transition upon this procurement process?</p>	<p>Section 4.3.1(G) of the RFP Response Form relates to Section 2.6.12 Implementation and transition within the RFP. References are also included in Section 13: Transition and Schedule 6: Transition Activities of the draft Outcome Agreement. The reference to Whānau transitions within this section is referring only to the transition of whānau actively engaged in Whānau Ora Services at 30 June 2025.</p> <p>Whānau have a direct relationship with Service Providers, not with Commissioning Agencies.</p> <p>An example of where whānau would transfer between Service Providers is if:</p> <ul style="list-style-type: none"> • Their Service Provider ceases to be contracted by a Commissioning Agency to provide Whānau Ora Services and; • A new service agreement is entered into for the supply of Whānau Ora Services between the successful Commissioning Agency and a new Service Provider, and; <p>The whānau engaged in Whānau Ora Services consent to a transfer.</p>
<p>31. During the ROI process, the following question was asked via GETS: “If an ROI respondent / consortium is successful and moves to RFP, can the consortium make-up be different at RFP stage? As background, the 2-week timeframe for ROI is extremely tight to allow for partnerships and working relationships to be solidified.” The GETS response was: “We do not expect that material change would occur between a Respondent's ROI</p>	<p>Te Puni Kōkiri position remains that it does not expect material change e.g. change of consortium lead or the exit of a significant partner between a Respondent's ROI Registration and its RFP Proposal.</p> <p>However, it is acceptable to bring in other organisations, including those not named in the original ROI and letters of support from such organisations. Changes should be noted at 1.1 Our Profile and at 1.3 Consortium Partner Details in the RFP Response Form (Appendix C to the RFP).</p> <p>Respondents should also ensure, where questions in the Response Form require an answer in relation to each Consortium member, that any new members are covered.</p> <p>The RFP evaluation will be based on the content of the Proposal, not on the ROI response.</p>

QUESTION	ANSWER
<p>Registration and RFP Proposal e.g. a change in a consortium lead or a significant partner.” Please confirm that this is still the case.</p> <p>Also and more specifically, if an ROI was successful to RFP stage, is it acceptable to bring in other Organisations that were not named in the original ROI? This includes letters of support from organisations that were not part of the original ROI.</p>	

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QUESTION	ANSWER
<p>32. At page 29 of the RFP information, you state that Te Puni Kōkiri expects to be able to start working with its selected supplier(s) by April 2025 and any implementation and/or transition needs to be complete by 30 June 2025.</p> <p>Please confirm how Te Puni Kōkiri will fund all work from April 2025 including transition and implementation work through to 30 June 2025.</p>	<p>At the relevant section of the RFP Response Form, your Proposal should detail your proposed approach to transitioning into the role of a Commissioning Agency, and any associated dependencies.</p> <p>Te Puni Kōkiri will work with the successful Respondent for each region on any necessary transition-in and transition-out arrangements or support required to achieve the 1 July 2025 Go Live date.</p> <p>Some financial assistance for some transition activities might be considered on a case-by-case basis, but Respondents should be clear that no funding is specifically set aside for the establishment process outside of current funding allocations.</p>
<p>33. When is the full target number of Navigator FTE's expected to be employed by service providers across each region?</p>	<p>Section 3.4.1(a) of the RFP Response Form requests that Respondents provide information on their approach and the time frame required to ramp up and fully deliver their target number of regional Navigators.</p> <p>Te Puni Kōkiri is seeking input from Respondents with expertise in their regions to better understand whether there are barriers, and if so potential mitigations, to achieving target Navigator levels.</p>
<p>34. Would either a Structure CSV file or XML file be a suitable format for sharing machine readable data in tabular form with TPK?</p>	<p>A CSV file is the preferred method of sharing readable data in tabular format.</p>

QUESTION	ANSWER
<p>35. My questions relate to Table 13: WO Navigators FTEs by Regional Authority for Region 4.</p> <p>For Region 4 is it correct to think that the number of Navigator FTE should be distributed at the Regional Authority level explicitly rather than say by considering the Region 1 to 3 totals shown in that column as the unit for distribution of Navigators?</p> <p>For example, in terms of Navigators for Auckland there should be 88 navigators explicitly rather than some arbitrary share of the total of 98 Navigators across Region 1. And the same applies for remaining Navigator FTEs within each Regional Authority in the column of the table for Region 4.</p> <p>I.e. Navigator FTE distribution is at the Regional Authority level for Region 4 not at Region 1, 2 and 3 levels? Is that correct?</p>	<p>The number of Navigator FTE's allocated to each Regional Authority is based on calculating the following percentage, then applying it to the total of 128 Navigator FTE's across Region 4:</p> <p style="text-align: center;"><u>Decile 8-10 Pacific People in the Regional Authority</u> Decile 8-10 Pacific People across all Regional Authorities</p> <p>The number of Navigators calculated for each Authority were rounded and shown in the third column of Table 13 at Section 2.6.6 of the RFP.</p>
<p>36. 4.22(c) Describe how you will manage funding and investment decisions. Detail the Commissioning Agency governance structure, explaining how decisions will be made and implemented. Comment on whether this structure is already established and whether / how directors and/or trustees will need to undertake wider consultation in decision-making e.g. with Iwi or Hapū.</p> <p>How much of the process do you want us to answer? Is it end to end both inward and outward?</p>	<p>Te Puni Kōkiri does not require a highly detailed response, but it needs to be sufficient to give the Evaluation Panel confidence in your approach and processes, both inward and outward.</p> <p>The focus should be on demonstrating a complete understanding of what is required to ensure the effective management of funding and investment decisions rather than providing a granular explanation of each of the relevant processes.</p>
<p>37. In reference to para 23.1 of the Outcome Agreement, please confirm what are the current, or anticipated, expectations of Te Puni Kōkiri for accreditations to be met or held <u>by a Commissioning Agency</u>.</p> <p>in reference to para 23.2 of the Outcome Agreement, please confirm what are the current, or anticipated, expectations of Te Puni Kōkiri for accreditation <u>by Service Providers</u>.</p>	<p>Te Puni Kōkiri currently has no current or anticipated expectations regarding specific accreditations to be met or held by Commissioning Agencies or Service Providers at this time.</p> <p>Clause 23.1 and clause 23.2 have been incorporated into the Outcome Agreement to allow Te Puni Kōkiri to specify any such requirements in the future, including, for example, where such accreditations are required to be met or held by a Commissioning Agency or any Service Provider in accordance with New Zealand law.</p>

QUESTION	ANSWER
<p>38. Question 2. of the Notice to Tenderers 1. refers to the annual reports of current Whānau Ora Commissioning Agencies as a means of accessing information.</p> <p>The link provided for Te Pūtahitanga is for the latest available annual report being for FY21-22. There appears to be no publicly available Annual Report for FY22-23 or FY23-24.</p> <p>For this reason, we request that Te Puni Kōkiri confirm the current FTE for Whānau Ora navigators within Te Waipounamu and the current funding allocated for Te Waipounamu as well as any other relevant current information relating to Whānau Ora commissioning within Te Waipounamu.</p> <p>We note the repeated reference and expectation in the RFP documentation for an increase in navigators. If, based on an online article from July 2024 (Te Waipounamu celebrates 10 years of Whānau Ora - Te Pūtahitanga o Te Waipounamu), there are currently 156 Whānau Ora navigators in Te Waipounamu, then the proposed funding for 97 navigator FTEs could be a drop in navigator funding and FTE for Te Waipounamu.</p> <p>Can you please confirm whether there will be a reduction in current navigator numbers and, if so, if this is an intended outcome?</p>	<p>Te Puni Kōkiri does not currently hold information on FTE. This has historically been held by Commissioning Agencies.</p> <p>Current funding information will not be provided. The funding and requirements for the next iteration of Whānau Ora Commissioning Services are set out in the RFP.</p> <p>The rebalancing of regional funding allocations to reflect recent deprivation statistics does affect the regional distribution of Navigators but a primary intention of Te Puni Kōkiri is to significantly increase the overall number of Navigators delivering frontline services across Aotearoa. The funding allocation model is built to ensure that FTE Navigators are prioritised to those with the highest need.</p>

QUESTION	ANSWER
<p>39. 4.3.1.(c) Is this commissioning investment for Navigation only or is a fund open to the wider community noting the newly established Social Investment Agency has outlined on their website what Social Investment involves. This is:</p> <ul style="list-style-type: none"> • Understanding people's needs using data and evidence • Setting clear, measurable goals and focusing on what works • Improving services by systematically measuring and comparing their effectiveness and feeding this information back to decision-making, and • Enabling local providers to deliver services tailored to the needs of their communities. <p>The Cabinet paper provided in your link (page 4, (20 (f)) notes the need to:</p> <ol style="list-style-type: none"> a) Address the drivers of the pervading social issues we face; b) Understand the unique needs of the person or family/whanau involved; c) Use data and evidence to support decision-making across the system; d) Encourage new thinking and approaches, innovation, co-investment and shared responsibility to address our hardest issues; e) Drive consistency of standards; f) Empower communities to deliver for their people. <p>We would contend that providers are not the only ones who can deliver services to the needs of their communities as our current [service] also provide for noting the innovation and new thinking approaches that have been supported. Your comments on this space would be appreciated.</p>	<p>The Commissioning Services required are set out in Section 2: Our Requirements in the RFP.</p> <p>These are not limited to commissioning Navigators but also include Other Whānau Initiatives.</p> <p>One of the outcomes sought is alignment with the Social Investment approach, as set out in Table 1 at Section 1.2 of the RFP and described more fully in Section 2.2.1 The Social Investment approach of the RFP.</p>

QUESTION		ANSWER
40.	Please confirm how Te Puni Kōkiri intends to structure funding for the Transition-In Plan.	<p>At the relevant section of the RFP Response Form, your Proposal should detail your proposed approach to transitioning into the role of a Commissioning Agency, and any associated dependencies. Te Puni Kōkiri will work with the successful Respondent for each region on any necessary transition-in and transition-out arrangements or support required to achieve the 1 July 2025 Go Live date.</p> <p>Some financial assistance for some transition activities might be considered on a case-by-case basis, but Respondents should be clear that no funding is specifically set aside for the establishment process outside of current funding allocations.</p>
41.	Regarding the inclusion of Appendices to the RFP response, should these be embedded in the Response document or attached separately. Noting your requirement for proposals to be received by email, we are concerned about the final document being too large to send or receive. Please clarify this point.	<p>The limit for inbound emails at Te Puni Kōkiri is 30mb.</p> <p>Respondents are asked to ensure that answers are concise (but complete). We consider that Respondents should be able to construct a Proposal within this file size limit.</p> <p>The preference is that information relevant to a particular question is contained in the relevant section of the RFP Response Form so it is readily identifiable and available to the evaluation team.</p> <p>If appendices are required, our preference is that these are included as text (rather than embedded files) in the RFP Response Form. If unavoidable, separate documents may be attached to your email submitting your Proposal.</p> <p>If separate appendices are used, you should clearly reference these in the RFP Response Form alongside the question to which it relates.</p> <p>Generally, we suggest you endeavour to minimise appendices to make your response as clear and succinct as possible.</p>

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QUESTION	ANSWER
<p>42. RFP Response Form Section 4.3.1(a): Provide your proposed implementation and transition plan for the delivery of Commissioning Services to be in place for 1 July 2025, covering (at a minimum) the following:</p> <p>(g) Consistent communication to all impacted stakeholders; Please clarify 'impacted stakeholders'. Is that current providers, or is it current under the current structure or new under the proposed new structure?</p>	<p>Impacted stakeholders are all those parties that will (or may be) impacted by changes in the approach to, and desired outcomes for, the next iteration of Whānau Ora, as signalled in the RFP.</p> <p>As part of your Implementation and Transition plans, Te Puni Kōkiri is interested in understanding how you intend to communicate to those parties that are agreed to fall under your remit.</p>
<p>43. RFP Response Form Section 4.3.1 (a) Last sentence: Clearly articulate any dependencies on Te Puni Kōkiri or other third parties, including required resourcing, capability, or inputs.</p> <p>The sentence assumes resourcing is available or are you suggesting that our response should include resourcing capacity not provided by Te Puni Kōkiri that will be used to deliver the requirements of the RFP?</p> <p>Just checking whether it is to measure what we have to deliver or our ability to deliver?</p>	<p>As part of your implementation and transition planning, you will need to identify any dependencies on Te Puni Kōkiri or other third parties. We need you to clearly specify these, in order to:</p> <ul style="list-style-type: none"> • understand your proposed approach, including how you propose to manage any identified gaps in capability, resourcing or other inputs; • assist with transition planning for any aspects that Te Puni Kōkiri may need to support you with, should you be selected; and • assess and manage any risks associated with these dependencies. <p>These aspects will all be evaluated.</p> <p>Te Puni Kōkiri will continue contract management and oversight functions, in respect of its Outcome Agreements with Commissioning Agencies.</p>
<p>44. Please confirm what arrangements are in place with existing commissioning agencies for transition activities, novation, and disengagement services.</p>	<p>We cannot comment on the transition processes for Incumbent Commissioning Agencies, as these are commercially sensitive.</p> <p>At the relevant section of the RFP Response Form, your Proposal should detail your proposed approach to transitioning into the role of a Commissioning Agency, and any associated dependencies. Once selected, Te Puni Kōkiri will work with the successful respondent for each region on any necessary transition-in and transition-out arrangements required.</p>

QUESTION	ANSWER
<p>45. Please provide any current or anticipated expectations of Te Puni Kōkiri around Navigator job or position descriptions.</p>	<p>Services to whānau by Navigators include a wide range of potential responsibilities, including (but not limited to), activities which:</p> <ul style="list-style-type: none"> • provide improved housing for daily living; • support/ deliver services to address family harm and sexual violence; • identify opportunities to increase food, seed, and soil sovereignty; • promote kaupapa that increases physical and mental wellbeing; • enhance cultural identity and social connections; provide a pathway to home ownership; • build tamariki and rangitahi resilience; • develop an awareness of heart disease, diabetes, blood pressure, arthritis, stroke, and obesity; • provide connections to further education, learning and development opportunities; • focus on increasing financial literacy; • provide business support, education and training, including digital literacy and the use of technology; • build and strengthen relationships with Government agencies, including engagement with the Ministry of Social Development, Oranga Tamariki, Ministry of Business and Innovation and the Ministry of Education; • support the development of an entrepreneurial mindset and sustainable growth solutions; • support cultural values and a reconnection with, for example, mātauranga Māori and the heritage of Pacific Peoples; promoting a sense of empowerment, cultural growth, and wellbeing; • foster connections and access to resources, insights and solutions; and • gather the whānau voice through participation surveys.

QUESTION		ANSWER
46.	Please clarify what Te Puni Kōkiri intends under 17.4(c)(iii) of the Outcome Agreement when it requires “full details of all disbursements incurred”. Does this relate to operating costs?	<p>This clause refers to the requirement to provide complete details of any disbursements that are included in the relevant invoice.</p> <p>Disbursements are out-of-pocket expenses incurred in the course of the Commissioning Agency providing the services. Examples might include courier charges, travel costs or filing fees.</p> <p>Disbursements do not include general operating costs. "Operating Costs" is separately defined in the Outcome Agreement, meaning the administrative and overhead costs associated with the provision of the services – including, for example, salaries, office rent or utilities. There is specific funding allocated for the payment of a Commissioning Agency's "Operating Costs".</p> <p>Details of disbursements should only be included in the invoice if the Commissioning Agency is seeking reimbursement for those specific costs. If no claim for disbursements is made, then this requirement will not apply.</p>
47.	In making the final decision, will TPK be combining both the ROI and RFP evaluations in selecting the Commissioning Agencies for each region?	<p>No. The ROI evaluation is complete.</p> <p>The RFP shifts focus to the detail of how you will meet the requirements of Te Puni Kōkiri. The evaluation criteria and weightings are set out in Section 3.3 of the RFP. It is treated as a standalone evaluation.</p> <p>Where updates have been requested to previously supplied information, such as for due diligence disclosures, information from the ROI may be used for reference.</p>
48.	With reference to the membership of the Investment Board at Clause 2.2.4 in the RFP, please clarify what ‘outside organisations’ means in ‘All other members must be drawn from outside organisations’.	Outside organisations" as used at section 2.2.4 in the RFP means entities that are independent from and have no legal or beneficial ownership or control relationship with, the Commissioning Agency.
49.	In regard to clause 10.3 of the Outcome Agreement, please provide an example or explain the circumstances whereby Te Puni Kōkiri would seek to nominate an entity, other than Stats NZ, to receive the IDI data from the Commissioning Agency.	The clause provides flexibility for the future. This way, if Government directions change who the responsible agency is for overseeing the IDI, data can be seamlessly provided to the new nominated agency without disruption.

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QUESTION		ANSWER
50.	In reference to para 3.1 of Schedule 1 of the Outcome Agreement, please clarify what is the intended date that a commissioning agency would be expected to provide draft Strategic Planning Documents to Te Puni Kōkiri. Is this intended to be during the Transition-In Plan phase? How does this date align with the First Triennial Period timeline outlined in para 3.4?	<p>A Commissioning Agency will be required to prepare the Strategic Planning Documents for the First Triennial Period in accordance with the timeline in paragraph 3.4 of Schedule 1 of the Outcome Agreement.</p> <p>Paragraph 3.1 of Schedule 1 of the Outcome Agreement does not require a Commissioning Agency to already have prepared the Strategic Planning Documents as at the date of signing, only that preparation of such documents must commence once the Outcome Agreement is signed.</p>
51.	In reference to para 1.3 of Schedule 5 of the Outcome Agreement, the Commissioning Agency is expected to provide support services and collective training to Navigators from its Operating Costs. Further below, under 'Navigator expenses' in 2.2, training is noted as a responsibility of the Service Provider. Does the application of 2.4(b) still allow for payment by Service Providers to the Commissioning Agency where the commissioning agency provides services and training relating to 'Navigator expenses' which would otherwise be the responsibility of the Service Provider?	<p>Te Puni Kōkiri expects that Commissioning Agencies and Service Providers may both undertake training of Navigators. Under the template Outcome Agreement:</p> <ul style="list-style-type: none"> Paragraph 1.3 in Schedule 5 of the Outcome Agreement contemplates that the Commissioning Agency will provide collective training to Navigators. The costs for a Commissioning Agency providing collective training services to Navigators will be covered by the Funding for Operating Costs (noting the Operating Cost contribution per Navigator is \$25,000). Paragraph 2.2 in Schedule 5 contemplates the Funding for Navigator Services which will be paid to Service Providers. The funding will comprise of the Operating Cost contribution, Service Provider overheads and Navigator expenses incurred by a Service Provider, which includes payment for salaries, expenses, training etc. Therefore, the costs for a Service Provider providing training services to Navigators will be covered by the Funding for Navigator Services. The Funding for Navigator Services cannot be used for the Commissioning Agency's own Operating Costs.

QUESTION	ANSWER
	<p>Applying this to your example scenario situation, where a Commissioning Agency delivers any form of training services to Navigators, such training services must be funded by the Funding for Operating Costs, even where such services are the responsibility of the relevant Service Provider.</p> <p>The Commissioning Agency cannot:</p> <ul style="list-style-type: none"> • receive payment from a Service Provider in connection to those training services; and/or • access Funding for Navigator Services to pay for the delivery of those training services, as it is separately funded as an Operating Cost, and this would be in breach of paragraphs 2.2 and 2.4(b).
<p>52.</p> <p>We now have pātai relating to the provision of control and several terms outlined in both the RFP documentation and Outcome Agreement and seek clarification as to our interpretation.</p> <p>Where “beneficial” is referred to in both the definition of Control (page 4) and in clause 8.3(b)(ii) (page 20) of the Outcome Agreement is that a reference to person 1 holding the shares (ownership interest) in person 2 on trust (or a similar arrangement) for person 3, as distinct from person 3 being the ultimate ownership entity. For example person 1 is the person (non- Service Provider) legally holding shares in the CA and is registered as such on the share register. Person 2 is the CA. Person 1 pursuant to a deed of trust (or other contract) holds the shares on trust for person 3, person 3 being a Service Provider? That is our interpretation. Is the provision designed to prevent person 3 controlling through a direct ownership interest, held beneficially for person 3 by person 1, controlling the CA (person 2).</p>	<p>The underlying principle behind clause 8.3(b) is that a Service Provider must not be in a position to influence the business decisions of a Commissioning Agency. The effect of clause 8.3(b) of the Outcome Agreement is that a Service Provider:</p> <ul style="list-style-type: none"> • must be independent from the Commissioning Agency; • may not have any legal or beneficial ownership or control relationship over the Commissioning Agency, whether directly or indirectly (as per the definition of Control); and • may not be a subsidiary, affiliate or related entity of the Commissioning Agency. <p>In the example you provided, Person 1 holds shares in the Commissioning Agency (Person 2) on trust for the Service Provider (Person 3). Whilst Person 1 has legal ownership, the Service Provider has beneficial ownership of the shares and can potentially exercise control over shares held in the Commissioning Agency. This would breach the provisions of clause 8.3(b) because:</p> <ul style="list-style-type: none"> • the Service Provider retains beneficial ownership; and • the Service Provider may exercise control over the Commissioning Agency through the shares held by Person 1. <p>In order to comply with this clause 8.3(b), the Service Provider should not have any legal or beneficial interest or control over shares in the Commissioning Agency, whether directly or indirectly.</p>

QUESTION	ANSWER
<p>53. In reference to page 5 of the RFP document, please outline what are the remaining barriers to Whānau Ora becoming a wide-spread public service delivery model.</p>	<p>We would refer you to the following publicly available material reviewing strengths and challenges for Whānau Ora:</p> <ul style="list-style-type: none"> • https://oag.parliament.nz/2023/whanau-ora • https://www.tpk.govt.nz/en/o-matou-mohiotanga/whanau-ora/whanau-ora-review-report-tipu-matoro-ki-te-ao <p>The next stage of Whānau Ora seeks to build on the commissioning model which has successfully delivered for New Zealanders over the past decade, addressing the complex needs in our communities.</p> <p>Whānau Ora will build on these strengths, and become a widespread public service delivery model through:</p> <ul style="list-style-type: none"> • delivering greater reach to even more whānau in need across Aotearoa New Zealand through an increase in frontline Navigators allocated to operate within those communities with the highest needs • enhanced and robust data management - to standardise and centralise Whānau Ora data; • championing service devolution to regions, to ensure more localised decision-making; • better alignment of Whānau Ora with social investment methodology in the public sector; • improved data utilisation and management protocols; and • integration with the IDI, to strengthen its evidence base through independent validation of the effectiveness of Whānau Ora interventions.

QUESTION		ANSWER
54.	Please clarify the intention for existing contracts, due to expire on 30 June 2025, given the need for minimal disruption to services for whānau. Is there a possibility that these contracts will be transferred but extended for one (1) further year as part of the transition process and to enable the establishment of the Investment Board and completion of Strategic Planning Documents?	<p>No. The intention of this Procurement process is to procure services for new contracts to commence 1 July 2025.</p> <p>Clause 2.6.12 of the Outcomes Agreement refers to planning to maintain service continuity and minimise disruption for whanau:</p> <p><i>‘Ensuring an orderly transition of services at the beginning and end of the arrangement is key to maintaining service continuity, safeguarding whānau wellbeing and fulfilling contractual obligations. A well-structured transition will mitigate risks, prevent service gaps and ensure that both the outgoing and incoming parties are fully aligned on responsibilities, data transfer and the handover of services. These requirements are essential to guarantee that both whānau and Service Providers experience minimal disruption during the transition period.’</i></p> <p>Te Puni Kōkiri’s expectation is that Respondents will provide an Implementation and Transition Plan at 4.3 Implementation and transition in the RFP Response Form that will minimise disruption to whānau, as well as to articulate risks and mitigations.</p> <p>We note that implementation and transition plans are significantly weighted elements of our evaluation criteria, accounting for 15% of the overall evaluation.</p>
55.	Please clarify whether the definition of ‘Control’ under 1.1 of the Outcome Agreement applies to the use of the word ‘control’ in 8.3(b)(ii) of the Outcome Agreement.	Yes, the definition of ‘Control’ under 1.1 of the Outcome Agreement applies to the use of the word ‘control’ in 8.3(b)(ii) of the Outcome Agreement.

QUESTION	ANSWER
<p>56.</p> <p>Question 19 refers to the loss of employment for the current Whānau Ora workforce across the commissioning agencies. The response notes that the funding model allocation significantly increases the overall number of navigators delivering frontline services across Aotearoa.</p> <p>However, in the case of Region 3, there are currently 155 FTE Whānau Ora Navigators for the region. The proposed 94 is a huge reduction the number of already busy Navigators. Acknowledging the deprivation levels of 8-10, there are many whānau who are close to, or bordering these levels (5-7), and run the risk of being in the deprivation level of 8-10 through the loss of a Navigator. What is your response to:</p> <ul style="list-style-type: none"> • the huge reduction of Navigators for Region 3, noting the huge demand for current levels? • Navigators are a better indicator of what is truly needed in the community? 	<p>Available Whānau Ora funding is limited to that which is allocated in the Government's annual budget, and provisioned for the purposes of Whānau Ora commissioning, via the Whānau Ora annual appropriation.</p> <p>As described in Section 1 of the RFP, the updated funding allocation model seeks to achieve greater service reach across Aotearoa New Zealand, to the populations most in need.</p> <p>To maximise the impact of available funding, Te Puni Kōkiri has taken a data-driven approach using the NZDep2023 Decile 8-10 data as the best available measure of need, and as the basis for determining the allocation of Navigator resources.</p> <p>Te Puni Kōkiri appreciates that this approach results in a rebalancing of allocations among the Whānau Ora Regions. Te Puni Kōkiri considers this is an equitable allocation of resources, based on where needs are highest.</p> <p>In addition to ring-fenced Navigator funding, there is funding available for "Other Whānau Initiatives". There is nothing in the proposed Outcome Agreement that prevents this funding being used towards additional Navigators, if that was the Investment Board's preference of how to spend those funds (noting that this is agreed with Te Puni Kōkiri, and will be reflected in the annual budget confirmation letter from the Secretary for Māori Development).</p>

QUESTION		ANSWER
	<ul style="list-style-type: none"> • what consideration is there for those whānau who are currently on the border of the 8-10 deprivation levels and run the risk of being in the 8-10 deprivation space through the loss of a current Whānau Ora Navigator? • Given that it will be two years since the last NZDep2023 Decile 8-10 was gathered once a new agreement begins on 1 July 2025, and the 2023 figures are an indicator, is there an opportunity for current agencies to utilise their data to show that current figures for the need for Whānau Ora 	
57.	In reference to para 25.2(b)(iv)(bb) of the Outcome Agreement, please confirm what data Te Puni Kōkiri currently uses to identify “areas where central agencies have struggled to reach and positively engage with whānau and families”.	As initially referenced in Section 2.1.1 of the RFP, we have used the total population with deprivation of 8 or above (based on Stats NZ 2023 census data) as a proxy for high and complex need. By extension, this is also a proxy for areas where central agencies have struggled to reach and positively engage with whānau and families.

QUESTION		ANSWER
58.	Please clarify what Te Puni Kōkiri anticipates receiving prior to its payment of any, or all, of the annual funding for Other Whānau Initiatives?	<p>The Other Whānau Initiatives budget will be agreed between Te Puni Kōkiri and a Commissioning Agency, with annual budget allocations confirmed in the Budget Confirmation Letter from the Secretary for Māori Development.</p> <p>Payment for Other Whānau Initiatives will be provided to the Commissioning Agency as part of the General Commissioning Activities Funding, in accordance with the process set out in paragraph 2 of Schedule 5. In summary:</p> <ul style="list-style-type: none"> • Te Puni Kōkiri will prepay Funding to a Commissioning Agency for the first two Payment Periods following the Service Commencement Date, on the basis that the agreed Other Whānau Initiatives budget (and the Navigator Profile budget) (paragraph 2.7 of Schedule 5). • Payments of Funding for subsequent Payment Periods will be prepaid in advance by Te Puni Kōkiri to a Commissioning Agency, on the basis of the agreed Other Whānau Initiatives budget (and Navigator Profile budget), however, will be conditional upon Te Puni Kōkiri receiving the Progression Framework Report from the Commissioning Agency for the Payment Period that is prior to the immediately preceding Payment Period (paragraph 2.5(b) of Schedule 5).
59.	In reference to para 2.6.6. of the RFP information, what is the difference between regional and regional authority Navigator targets? Please clarify how the regional authority Navigator targets are worked out / what data they are based on.	<p>For the purposes of this procurement process, we have allocated four geographic Whānau Ora Regions. In turn, each of these four regions is made up of a number of Regional Authority areas. These regions are set out in Table 13 on p27 of the RFP.</p> <p>Navigator targets for each Whānau Ora Region, and for the Regional Authority areas within them, have been calculated using NZDep2023 (deprivation) data. We have allocated target navigator resource to each region, based on the proportion the Decile 8-10 population in that region represents of the national total. These numbers are also reflected in Table 13 on p27 of the RFP.</p>

QUESTION		ANSWER
60.	What is the intended implication or consequence if whānau and family members receiving Whānau Ora Services do not consent to the collection of their data? Does this mean whānau are no longer able to receive Whānau Ora Services? Will this constitute a breach or failure to comply with the Service Provider and/or the Commissioning Agency data obligations and/or will funding be impacted as a result?	<p>A Commissioning Agency's obligation under the template Outcome Agreement is to use its best endeavours (or require its Service Providers to use their best endeavours) to either (1) inform whānau, or (2) obtain consent from whānau for data collection and disclosure. As long as a Commissioning Agency (or Service Provider) does one of these options – either informing whānau or obtaining consent, they will meet their obligation. Therefore, if a Commissioning Agency (or Service Provider) is unable to obtain consent, then provided that whānau are appropriately informed, the Commissioning Agency (and Service Provider) can still comply with its data and reporting obligations in the Outcome Agreement.</p> <p>If a Commissioning Agency (or Service Provider) fails to use its best endeavours to undertake both activities – i.e. neglecting to inform whānau and failing to obtain consent, then this may be treated by Te Puni Kōkiri as material breach of the Outcome Agreement.</p>
61.	In reference to 8.6 of the Outcome Agreement, 'Monitoring of Service Providers', please clarify that the requirement to ensure 'its financial statements are externally audited on an annual basis...' is applicable to the Commissioning Agency and not Service Providers.	Clause 8.6 of the Outcome Agreement requires the Commissioning Agency to monitor and manage the performance of its Service Providers. As part of this obligation, the Commissioning Agency is required to (among other requirements) ensure that the <u>Service Providers</u> financial statements are externally audited. We note that the audit provisions relating to the Commissioning Agency are included in clause 22 of the Outcome Agreement.
62.	Please clarify whether there are any template Strategic Planning Documents as referred to in 1.3 of Schedule 1 of the Outcome Agreement.	Templates for the Strategic Planning Documents referred to in 1.3 of Schedule 1 of the Outcome Agreement will be drafted. Te Puni Kōkiri will produce the templates and provide them to the selected Respondents during the implementation period.

QUESTION	ANSWER
<p>63. Further to the response from Te Puni Kōkiri to question 21 we're unclear about the phasing of deliverables. Can you please clarify what deliverables are due during the transition year and by 1 July 2025?</p>	<p>Key deliverable documentation is set out below for each of the two periods:</p> <p><u>Prior to 1 July 2025:</u></p> <ul style="list-style-type: none"> • Navigator Profile <ul style="list-style-type: none"> ○ Section 2.2.3 Data driven Investment planning, RFP ○ Clause 2.5(a), Schedule 5 Payments, Outcome Agreement • Other Whānau Initiatives proposal <ul style="list-style-type: none"> ○ 2.2.4 Investment Boards, RFP ○ Clause 2.5(a), Schedule 5 Payments, Outcome Agreement • Transition-In Plan <ul style="list-style-type: none"> ○ 2.6.12 Implementation and transition, RFP ○ Clause 1.1(a), Schedule 6, Transition Activities, Outcome Agreement <p><u>Transition year:</u></p> <ul style="list-style-type: none"> • Strategic Planning Documents <ul style="list-style-type: none"> ○ 1.2 Key Outcomes Sought from the Procurement, RFP ○ Section 2, Schedule 1: Investment Planning, Outcome Agreement • Progression Framework Report <ul style="list-style-type: none"> ○ 2.6.1 Whānau Ora Progression Framework, RFP ○ Clause 2.5(b), Schedule 5 Payments, Outcome Agreement

QUESTION	ANSWER
<p>64. To ascertain storage requirements, please indicate the approximate size of data per annum e.g. GB / TB...that Te Puni Kōkiri anticipates being collected by a Commissioning Agency.</p> <p>For Periodic Reporting, there is a mandatory requirement to respond to ad-hoc data requests; and a non-mandatory requirement for a standard process to respond to urgent or complex data requests from Te Puni Kōkiri.</p> <p>a) Can you provide an example of what these ad-hoc data requests would likely be?</p> <p>b) Can you provide an example of what these urgent or complex data requests would likely be?</p> <p>In reference to the Table in 2.6.3 of the RFP, please clarify what is a 'whānau linkage key'.</p>	<p>Te Puni Kōkiri is not able to indicate the anticipated size of data to be collected by a Commissioning Agency, in the course of delivering Whānau Ora Services.</p> <p>Te Puni Kōkiri intends to have a greater, and more consistent, system-wide view of Whānau Ora. Te Puni Kōkiri will provide standard data tables to Commissioning Agencies for reporting purposes. The intention is that this standardised approach will also reduce the number of ad hoc requests to Commissioning Agencies for additional data.</p> <p>An example of an urgent or complex data is a request prompted by a request for specific data from the Minister responsible for Whānau Ora, or by Cabinet.</p> <p>A whānau linkage key is a unique indicator mechanism. It refers to the way in which you will indicate, within individual-level data, the linkages and relationships between an individual and their whānau. This is useful to provide greater insight to the outcomes of an individual, in relation to their connection with/ to whānau.</p>
<p>65. Will successful agencies be involved in the co-design of the Whānau Ora Progression Framework with Te Puni Kōkiri?</p>	<p>The Whānau Ora Progression Framework will initially be drafted by Te Puni Kōkiri. Te Puni Kōkiri will share the initial Progression Framework with Commissioning Agencies following selection of successful Respondents.</p>
<p>66. In Appendix B (p51) under Resourcing there is a line item called Support Services Availability – can you please confirm what this is?</p>	<p>This is a free-text field under 'Resourcing', which is intended to reflect any additional information about the availability of support services for whānau.</p>

QUESTION		ANSWER
67.	Clause 8.6 of the Outcome Agreement provides “the Commissioning Agency will be required to ensure its financial statements are externally audited...” It is unclear if it is expected that the financial statements for Service Providers are externally audited or the Commissioning Agency’s financial statements are externally audited, or both. Please clarify.	Clause 8.6 of the Outcome Agreement requires the Commissioning Agency to monitor and manage the performance of its Service Providers. As part of this obligation, the Commissioning Agency is required to (among other requirements) ensure that the <u>Service Providers</u> ’ financial statements are externally audited. We note that the audit provisions relating to the Commissioning Agency are included in clause 22 of the Outcome Agreement.
68.	Clause 6.1(i). Are there any licences, permits, consents or approvals we’re required to carry to undertake the Commissioning Agency Services?	All current requirements are recorded in the template Outcome Agreement. At this time, Te Puni Kōkiri has no current or anticipated expectations regarding any additional licences, permits, consents or approvals to be met, or held by, Commissioning Agencies. Clause 6.1(i) has been incorporated into the Outcome Agreement to allow Te Puni Kōkiri to specify any such requirements in the future, including, for example, where such licences, permits, consents or approvals are required to be met, or held by, a Commissioning Agency, or any Service Provider, in accordance with New Zealand law.
69.	In reference to the starting quote by Hon Dame Tariana Turia in the RFP document, please outline any research and evidence Te Puni Kōkiri relies on to validate its centred focus on the frontline Navigator model including any data that demonstrates that whānau have decided for themselves the importance of the Navigator model.	We would refer you to publicly available establishment documents for Whānau Ora. This procurement is maintaining the foundations of what makes Whānau Ora successful. The increased funding for Navigators is to extend the reach of Whānau Ora using a data-driven approach. This approach is based on Stats NZ Census deprivation level 8-10 data, and is designed to ensure access to Whānau Ora services for those communities at highest need.

QUESTION		ANSWER
70.	Please clarify whether clause 6.1(d) of the Outcome Agreement requires the Commissioning Agency to provide all resources and support for the Personnel of Service Providers?	<p>To clarify, we confirm the Commissioning Agency's obligations in the Outcome Agreement at clause 6.1(d) does not extend to providing all resources and support for the Personnel of Service Providers. We refer the relevant section below:</p> <p>"6.1 General obligations: Without limiting the Commissioning Agency's other obligations under this Agreement, the Commissioning Agency will:</p> <p>(d) provide all Personnel, processes, arrangements, equipment, and other resources required to perform its obligations under this Agreement;"</p>
71.	How has the funding for Other Whānau Initiatives been utilized under the current contracting arrangement? What are the funder's requirements for this component moving forward? We assume it will support direct-to-whānau assistance and community-based initiatives that advance Whānau Ora outcomes. What restrictions apply?	<p>It would not be commercially appropriate to comment on how funding for Other Whānau Initiatives has been utilised under the current contracting arrangements.</p> <p>The Outcome Agreement provides (at 2.4(c) Schedule 5 Payments) that funding for Other Whānau Initiatives must be fully used for direct services and support for whānau, and may not be used for any other purpose, such as Commissioning Agency overheads or administration.</p> <p>While Te Puni Kōkiri approval of the Other Whānau Initiatives budget is required (see clause 2.3 Prepayments, Schedule 5 Payments, in the Outcome Agreement), how this funding is used is largely for the Commissioning Agency's Investment Board to decide, noting there are other obligations that need to be met under the Outcome Agreement, in terms of annual budget confirmation processes.</p> <p>We would also refer you to the response provided above (to q56), regarding the use of Other Whānau Initiatives funding.</p>

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QUESTION	ANSWER
<p>72.</p> <p>In reference to para 8.2 of the Outcome Agreement, a commissioning agency can only engage Service Providers primarily based within the Geographic Region. Please clarify the expectation of Te Puni Kōkiri on this alongside its expectation that commissioning agencies collaborate nationally on initiatives such as workforce training and planning, which implies a potential national service provider for the purposes of training.</p>	<p>Whānau Ora is a locally led, devolved service delivery model, based around a deep knowledge of the needs and aspirations of whānau in local communities. The requirement at Clause 8.2 of the Outcome Agreement to only engage Service Providers primarily based within the Geographic Region reflects this strong local focus.</p> <p>The service provision referenced here is for delivery of Whānau Ora services.</p> <p>If Commissioning Agencies wish to collaborate and jointly engage a national service provider for workforce training and planning para 8.2 would not preclude this from occurring.</p>
<p>73.</p> <p>In reference to para 2.6.7 of the RFP information, please clarify what 'Whānau Support Funds' are.</p> <p>Schedule 6, clause 13. Transition-In Plan - the Commissioning Agency and Te Puni Kōkiri will work together to agree a detailed plan by [insert date] to achieve a state of readiness such that the CA can fully perform its obligations under this Agreement by 30 June 2025. How is the relationship between the preferred Respondent and Te Puni Kōkiri formalised and governed prior to the commencement of the Outcomes Agreement, particularly if the terms of the RFP are non-binding on the parties (unless indicated otherwise in the RFP)?</p>	<p>The reference in the RFP at section 2.6.7 to Whānau Support Funds should be to Other Whānau Initiatives.</p> <p>The completion of transition activities will be completed under the terms of the Outcome Agreement, which has been drafted to allow signing prior to the commencement of services (expected to be 1 July 2025).</p>

QUESTION	ANSWER
<p>74. Schedule 6, clause 13. Transition-In Plan - the Commissioning Agency and Te Puni Kōkiri will work together to agree a detailed plan by [insert date] to achieve a state of readiness such that the CA can fully perform its obligations under this Agreement by 30 June 2025. How is the relationship between the preferred Respondent and Te Puni Kōkiri formalised and governed prior to the commencement of the Outcomes Agreement, particularly if the terms of the RFP are non-binding on the parties (unless indicated otherwise in the RFP</p>	<p>The completion of transition activities will be completed under the terms of the Outcome Agreement, which has been drafted to allow signing prior to the commencement of services (expected to be 1 July 2025).</p>
<p>75. We currently have a Board who oversee operational governance matters including investment decisions.</p> <p>Can this Board also be the Investment Board with changes made to the membership to ensure coverage and representation across the Region? Currently there are multiple reps from different areas. We would look to ensure there is social provider representation.</p> <p>Given that the Investment Board would likely make recommendations to this Board as we could not have two operational governance boards, I am seeking a response for this proposed arrangement?</p>	<p>As outlined in Section 2.2.4 Investment Boards (p.17 of the RFP document):</p> <p>'Commissioning Agencies will need to establish Investment Boards with membership that adequately represents the geographical, ethnic, cultural and other diversities of their region, with particular attention to those under-served by Government Agencies... It is expected that the Chair of the Commissioning Agency will be the Chair of the Investment Board. All other members must be drawn from outside organisations. In addition to the Chair, Boards are expected to have at least four, and up to a maximum of nine members.'</p>

QUESTION		ANSWER
		<p>The purpose of the Investment Board is to better ensure localised input into decision making; therefore they need to be representative of the communities within each respective region – and will make decisions based on those needs.</p> <p>Proposals are expected to demonstrate professional familiarity with the region and the communities within.</p> <p>In line with good procurement and probity practice, ahead of your Proposal being submitted, Te Puni Kōkiri cannot comment further as to whether the proposed arrangement suitably meets the Investment Board requirements as set out in the RFP. This will be considered as part of the evaluation process.</p>
76.	Which data fields are currently required from incumbent commissioning agencies for reporting to Te Puni Kōkiri?	<p>Details of the current contracting arrangements are commercially sensitive.</p> <p>The data fields to be reported on by Commissioning Agencies under the contracts being procured are set out in Appendix B: Table 18 of the Outcome Agreement.</p>
77.	Outcome Agreement section 8.3 Please provide clarity on the definition of Whānau Ora Services and Navigator Services for the purposes of establishing independence	<p>Whānau Ora Services and Navigator Services are defined at 1.1 Definitions in the Outcome Agreement:</p> <p>Whānau Ora Services are the Navigator Services and Other Whānau Initiatives (if applicable) provided by Service Providers</p> <p>Navigator Services means the frontline services carried out by a Navigator for whānau and families, as described in this Agreement, but does not include the Other Whānau Initiatives.</p> <p>Service Providers will provide Whānau Ora Services under contract to Commissioning Agencies. To ensure the price, value or performance of the services is not impacted by any relationship existing between the parties it is important that Service Providers are independent of Commissioning Agencies.</p>

QUESTION		ANSWER
		<p>Clause 8.3 Separation of Commissioning Agency and Service Providers of the Outcome Agreement requires that Service Providers are:</p> <ul style="list-style-type: none"> i. are independent from; ii. do not have any legal or beneficial ownership or control relationship with (for example, without limitation, having any staff, management or board membership that are in common with or the same as that of that Commissioning Agency); and iii. are not a subsidiary, affiliate, or related entity of, the Commissioning Agency.
78.	Is payment based on the total FTE in place at the end of the reporting period or is it pro-rated from the date of employment during the funding period.	<p>The General Commissioning Activities Funding payment made to a Commissioning Agency in advance of the relevant Payment Period is based on the Navigator Profile and informed by actual Funding provided to the Commissioning Agency in the preceding Payment Period. During the wash-up process, Te Puni Kōkiri will reconcile the actual number of Navigators engaged during the Payment Period versus the predicted number of Navigators that the Commissioning Agency was funded for in order to assess if the Commissioning Agency has been over-funded for the relevant Payment Period.</p> <p>Further detail on how the actual number of Navigators engaged during the Payment Period will be calculated by Te Puni Kōkiri will be provided to the successful Respondents during contract negotiations.</p>
79.	Clause 35.5(c) references “the Purchasing Agency” and “the Provider” which are not defined terms in the Agreement. We assume these are errors. Please clarify?	<p>Yes. To clarify, the Outcome Agreement Clause 35.5(c) should correctly read:</p> <p>“(c) subject to clause 14.6, Te Puni Kōkiri will pay the Commissioning Agency for all Commissioning Agency Services provided up to and including the date this Agreement is terminated or expires;”</p>

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QUESTION		ANSWER
80.	Please clarify the expected timeline/s for the various Strategic Planning Documents given funding is to be as agreed in the Strategic Planning Document. What is expected to be in place, if anything, by 1 July 2025 and how will funding be determined / paid if these documents are not in place until 30 June 2026, as indicated by 3.4 Schedule 1 of the Outcome Agreement? What funding will be paid as at 1 July 2025?	
81.	In reference to para 2.6.10 of the RFP information, while it states that an adjustment will be made if a commissioning agency is over-funded, it does not appear to state that an adjustment will be made if a commissioning agency is under-funded. Is this the intention?	<p>If circumstances arise that under-funding of a Commissioning Agency appears to have occurred, and provided the circumstances are consistent with the provisions of the Outcome Agreement, Te Puni Kōkiri would explore whether an adjustment was required, in line with the Relationship Principles set out in clause 5 of the Outcome Agreement.</p> <p>For example, if a Commissioning Agency's Navigator numbers were higher due to faster than planned recruitment.</p>

