

# **Request for Proposals**

# Whānau Ora Commissioning Services



*"Whānau Ora is about reinvesting in the people; it's is about whānau deciding for themselves what's important... our greatest challenge now is to consider how Whānau Ora can grow, expand and continue to be sustainable"* 

Hon Dame Tariana Turia, November 2011

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# Section 1. Key Information

# 1.1 The Opportunity

This procurement for Whānau Ora Commissioning Services provides an opportunity to make an impact beyond incremental improvement. This next stage of Whānau Ora will strengthen its existing foundations and remove the remaining barriers to Whānau Ora becoming a wide-spread public service delivery model. With continued focus on the core values that have been fundamental to the success of Whānau Ora from its inception, this procurement of Whānau Ora Commissioning Services will deliver greater reach to even more whānau in need across Aotearoa New Zealand.

Whānau Ora is a long-term investment in intergenerational change, shifting the focus from providing services to individuals, to offering services that support the entire whānau. Whānau Ora puts whānau at the centre of decision, to have ownership over their own health, social, and economic aspirations.

Whānau Ora Commissioning Agencies are essential to the success of Whānau Ora services in communities, bridging the gap between Government investment and whānau needs and aspirations. The devolved model not only provides targeted solutions for whānau with the greatest opportunity to thrive, but also strengthens whānau resilience and can deliver long-term social impact. Taking a holistic approach to addressing whānau needs has successfully supported whānau in defining their own haerenga and connecting them with the right resources to succeed.

RFP Respondents have the chance to take a leading role in New Zealand's evolving social landscape, establishing community-guided investment methodologies and prioritising efficient, high-impact service delivery that support the needs of whānau, now and into the future.

# 1.2 Key Outcomes Sought from the Procurement

Table 1: Key outcomes sought from the procurement

Outcome	Description
Greater service reach across Aotearoa New Zealand and to populations most in need	Through an <b>updated funding allocation model</b> centred on frontline Navigator FTEs and revised geographic boundaries, Commissioning Agencies will deliver more frontline Navigators and have an expanded reach into communities where and when whānau most need Whānau Ora services.
	Commissioning Agencies will establish <b>Investment Boards</b> to stay deeply connected and responsive to their communities. The Investment Boards will support Commissioning Agencies with three-yearly strategic planning, Regional Needs Analysis, Navigator projections and investment planning.
A strengthened Whānau Ora evidence base leads to broader adoption of Whānau Ora as a public service delivery model	To support whānau with the most complex needs, Commissioning Agencies will need to <b>align to the Social Investment approach</b> , applying data-driven social investment approaches to inform strategic planning. The data-driven approach accommodates current whānau priorities and long-term aspirations, while allowing

Outcome	Description
	Commissioning Agencies the necessary flexibility to adapt to evolving needs particularly during times of crisis.
	Roles and responsibilities between Commissioning Agencies and Service Providers will be distinctly separate and defined to enable Commissioning Agencies to provide strategic direction via its Commissioning Services, while Service Providers design and deliver Navigator services and tailor Other Whānau Initiatives, thus allowing all parties to maximise their impact.
Consistent and cohesive best practice and shared learning supports a	Commissioning Agencies will distribute funding to Service Providers and support capture and recording of data against a common set of data points.
successful national scale up of the Whānau Ora Commissioning Model	Service Providers will all be required to report to Commissioning Agencies on individual-level data for inclusion in the Government's Integrated Data Infrastructure (IDI).
	Commissioning Agencies will increase their mutual understanding about what works, share intelligence about risks and opportunities, and foster greater collaboration on planning, delivery, continuous improvement and innovation.
Improved retention and development of Whānau Ora Navigator frontline workforce	Commissioning Agencies will be responsible for working with their communities and Service Providers to develop <b>Regional</b> <b>Workforce Plans</b> . These workforce plans will ensure that the Navigator workforce is appropriately trained to address whānau need. Commissioning Agencies will encourage and incentivise Service Provider to fund and contract Navigators in line with recognised pay equity <sup>1</sup> pay rates.
Potential risks are identified early and managed appropriately	Commissioning Agencies will have clear data responsibilities, with <b>improved data accuracy and traceability</b> to support early identification of potential risks to vulnerable whānau, and timely interventions to prevent harm.

<sup>&</sup>lt;sup>1</sup> For further information see <u>https://www.publicservice.govt.nz/assets/Uploads/Pay-Spine-and-Translation-fact-sheet.pdf</u>

# 1.3 The Procurement Process

#### **RFP and Response**

This is a closed RFP for Whānau Ora Commissioning Services. It is the second stage in a competitive procurement process that commenced in October 2024 with an ROI. Te Puni Kōkiri is now inviting those Respondents shortlisted from the ROI, to submit a Proposal. Respondents can only submit a Proposal for the region/s they have been shortlisted for and may not apply for any other region as part of their Proposal.

This RFP intends to:

- test the market in a genuinely competitive manner, informing and enabling Respondents to propose fit for purpose service offerings that represent best public value;
- select and engage preferred Respondents for Whānau Ora Commissioning Services;
- comply with the Government Procurement Rules, Government Procurement Principles, and the Government Procurement Charter; and
- meet good standards of probity and conflict of interest management.

ROI responses informed this RFP, and Te Puni Kōkiri updated this RFP accordingly. Where there is any conflict between the ROI and this RFP, this RFP and its contents apply. Key updates are:

- price information is now not required in the RFP response (Sections 2.6.4-2.6.11 refer); and
- evaluation criteria and weightings have been updated to reflect the focus of the RFP. In particular, the response to the template Outcome Agreement (Appendix D) is now a scored weighted criterion.

This RFP document will:

- **guide** Respondents through the key shifts and outcomes required to update the Whānau Ora commissioning model (refer Section 1.2 Key Outcomes Sought from the Procurement)
- describe the RFP process, including the evaluation criteria and weightings for Proposals;
- **provide** Respondents with sufficient information to enable them to deliver a fit for purpose Proposal that includes:
  - confirmation of capability and capacity to provide the requirements described in this RFP and to align with the Social Investment approach;
  - ✓ a description of the proposed Commissioning Services to an adequate level of specificity;
  - ✓ an optimal allocation of service responsibility and risk;
  - ✓ the best public value over the life of the proposed Outcome Agreement; and
  - ✓ indications on how the Respondent can work within and enhance the core foundations of the Whānau Ora Commissioning model.

Respondents may make changes from their ROI response but any significant changes from the ROI should be documented.

#### After RFP Submission

Proposals will be assessed against the RFP evaluation criteria set out in Section 3 (RFP Evaluation).

Following this RFP, Te Puni Kōkiri may initiate the process of entering into an Outcome Agreement (Appendix D) with the preferred Respondent(s) that is:

- consistent with modern, good industry contracting practice;
- fair to each party;
- sustainable and scalable; and
- holds each party accountable to the commitments it has made.

Any changes to the procurement process will be communicated to all Respondents by way of a written Response Notice.

## 1.4 Timetable

The anticipated timetable for this RFP and subsequent procurement activities is set out below. All dates and times are in New Zealand Daylight Time (NZDT), are indicative only, and are subject to change at the sole discretion of Te Puni Kōkiri.

Any changes to the RFP timetable will be advised to Respondents by way of a written Response Notice. Any changes to the timetable or process following the RFP will be advised to the relevant parties when appropriate.

Activity	Indicative Completion Date
RFP released to shortlisted Respondents via email	22 November 2024
ROI debriefs with Respondents	From 26 November
Deadline for Questions	12 December 2024
RFP Closing Date (submissions due)	12:00 pm on 19 December 2024
Presentations from Respondents (if required)	Late January 2025
Reference checks and due diligence on preferred Respondents	January / February 2025
Respondents advised whether selected as preferred Respondents to discuss entering into Outcome Agreement(s)	February 2025
Other activities	February to July 2025
	09

#### Table 2: Timetable for RFP and subsequent procurement activities

Outcome Agreement discussions through to approval<br/>and awardFebruary to April 2025Outcome Agreement commencement1 July 2025Debriefs for RespondentsBy July 2025

# 1.5 Developing and Submitting your Proposal

### 1.5.1 Meeting the RFP Requirements

If you cannot commit to meeting the objectives and services set out at Sections 2.6 (Detailed Commissioning Agency Requirements) and/or the terms of the template Outcome Agreement (Appendix D), you should conclude that you are unlikely to be successful in this procurement process.

### 1.5.2 Correspondence and Clarifications

The Te Puni Kōkiri Point of Contact for this procurement is:

Contact: Whānau Ora Procurement Email: <u>RFP-Whānau Ora@tpk.govt.nz</u>

All questions or requests for clarification from Respondents during this RFP process must be submitted to the Point of Contact before the Deadline for Questions shown in Section 1.4 (Timetable) above. Questions will only be accepted in writing via the Point of Contact.

Note: we are not using GETS for the RFP stage of this this procurement process.

Te Puni Kōkiri aims to respond promptly to any enquiries about this RFP. Questions and answers to questions will be notified to all Respondents via email, unless the nature of the response is viewed by Te Puni Kōkiri as confidential or commercially sensitive or Te Puni Kōkiri considers a response would be inappropriate to share to all Respondents. Te Puni Kōkiri may reword questions as needed to provide greater clarity, or relevance, or to otherwise respect confidentiality.

If Te Puni Kōkiri provides any information to a Respondent that is not included in this RFP which Te Puni Kōkiri considers to be applicable to all Respondents, that information will be provided by email to all Respondents.

Any changes to this RFP or the processes that relate to it will be advised to all Respondents.

Respondents must not approach any Te Puni Kōkiri employee or external advisor to Te Puni Kōkiri regarding this RFP except for the Point of Contact, except for contacting the independent probity assurer in accordance with Section 1.7 (Probity and Conflicts of Interest). Any such attempt may result in disqualification of the Respondent from participating in this RFP.

Te Puni Kōkiri will not be bound by any statement, written or verbal, made by any person other than the Point of Contact for Te Puni Kōkiri. The Point of Contact is the only person authorised to make representations or explanations regarding this RFP document.



### 1.5.3 Submitting a Proposal

Proposals must be submitted by email to the Point of Contact before the RFP Closing Date in Section 1.4 (Timetable) above. Proposals must be submitted by email to the Point of Contact before the RFP Closing Date in Section 1.4 (Timetable) above.

Proposals sent by post or fax, or hard copy delivered to the Te Puni Kōkiri office or to Te Puni Kōkiri personnel, will not be accepted. In general, Te Puni Kōkiri will not evaluate Proposals received after the RFP Closing Date. However, Te Puni Kōkiri reserves the right to accept and evaluate any late Proposal at its sole discretion.

Te Puni Kōkiri will promptly acknowledge receipt of each Proposal to the Respondent.

### 1.5.4 Format of Proposals

Proposals must be submitted by email to the Point of Contact before the RFP Closing Date in Section 1.4 (Timetable) above, using the format set out in Appendix C – **RFP Response Form** of the RFP

All sections of the RFP Response Form need to be completed by the Respondent.

It is important that you do not change the structure of the RFP Response Form (including section headings and sequence). Changing the structure of the RFP Response Form may impact how your Proposal is evaluated.

Please ensure the Declaration at the end of the RFP Response Form is signed prior to submission.

If anything is unclear or you have any questions, please submit a question to the Point of Contact before the Deadline for Questions set out in Section 1.4 (Timetable) above.

At a high level, the RFP evaluation will focus on:

- how the Respondent would provide the Commissioning Services (and each significant element of the Commissioning Services);
- how the Respondent would transition into its role as Commissioning Agency and implement the Commissioning Services; and
- the Respondent's response to and level of acceptance of the template Outcome Agreement.

While Te Puni Kōkiri requires proposals that are succinct and get to the heart of the question, Te Puni Kōkiri also requires that the Respondent answers the questions asked and provides sufficient information to substantiate the Respondent's ability to meet or exceed the requirements of this RFP.

Te Puni Kōkiri is not required to accept any Proposal for evaluation and may elect not to evaluate any Proposal that does not comply with such procedural instructions and/or terms of this RFP (including the RFP Terms), including Proposals that are only partially complete or do not follow the RFP Response Form format.

### 1.5.5 Supporting Information

Respondents may submit supporting information with a Proposal. Any additional supporting information needs to be relevant and brief, clearly marked as an appendix to the Proposal, and clearly referenced to the relevant section of this RFP.

### 1.5.6 Validity Period

In submitting a Proposal, the Respondent agrees that their Proposal is valid and remains open for acceptance by Te Puni Kōkiri for twelve months from the RFP Closing Date.

## 1.6 RFP Terms and Conditions

The RFP Terms and Conditions are set out in Section 4 of this RFP.

# 1.7 Probity and Conflicts of Interest

It is essential that Te Puni Kōkiri demonstrates ethics and integrity in this procurement process. This means:

- Acting fairly, impartially, and with integrity;
- Being accountable and transparent;
- Being trustworthy and acting lawfully;
- Managing conflicts of interest; and
- Protecting the Respondent's commercially sensitive and confidential information.

To assist with this, Te Puni Kōkiri has engaged Steven Heath, Associate Director of Audit NZ to provide independent probity advice and monitor probity matters throughout this procurement process.

If you have any probity concerns about any procedural matters related to this RFP or the wider procurement process, you may contact Steven at <u>Steven.Heath@auditnz.parliament.nz</u>.

# 1.8 Structure of this RFP

This RFP is structured as follows:

- Section 1. **Key Information** summarising the opportunity, this procurement process, and indicative timetable for this procurement process.
- Section 2. **Our Requirements** providing background, context, the requirements and considerations for Whānau Ora Commissioning Services.
- Section 3. RFP **Evaluation** describing this RFP Process and evaluation approach, including the criteria and weightings for this RFP stage.
- Section 4. Terms and Conditions detailing the RFP Terms and Conditions.
- Appendix A: Capacity and Coverage in Regions.
- Appendix B: Detailed Data Requirements.
- Appendix C: **RFP Response Form** provides the template for submission of your Proposal. This includes responding to our requirements for the Commissioning Services as set out in Section 2 of this RFP, responding to the template Outcome Agreement and a Declaration Form.



- Appendix D: **Outcome Agreement** provides the template Outcome Agreement we propose to use for purchase and delivery of the Requirements of Te Puni Kōkiri as described in this RFP.
- Appendix E: Stats New Zealand single data collection agreement with non-public sector agency template.
- Appendix F: Process for Establishing a new data collection by Stats NZ and integration into Data products.

# Section 2. Our Requirements

The information provided in this Section sets out the minimum expectations Te Puni Kōkiri has for the Commissioning Services sought through this procurement.

These expectations include fundamental changes to the current Whānau Ora commissioning model to deliver the five key outcomes outlined in section 1.2 (Table 1). Key changes include introduction of:

- an updated Funding Allocation Model
- Investment Boards
- alignment to the Social Investment approach
- reporting of individual-level data for inclusion in the IDI
- Regional Workforce Plans
- improved data accuracy and traceability requirements.

# 2.1 Greater service reach

To date Te Puni Kōkiri has funded Whānau Ora via contractual arrangements that focus on contracting Commissioning Agencies to deliver services that will improve outcomes for whānau.

This procurement will instead focus on funding the frontline service delivery to whānau. Commissioning Agencies will receive funding in accordance with a funding allocation model centred on frontline Navigator Full Time Equivalent (FTE) costs. Navigators will deliver services to whānau and communities where and when these are most needed.

Commissioning Agencies will be responsible for working with their communities and Service Providers to develop Regional Workforce Plans. These workforce plans will describe activities that are in place to ensure there is an appropriately trained Navigator workforce to meet the needs of whānau across the region. Regional Workforce Plans will form part of the Commissioning Agency's 3-yearly investment plan.

The funding and service delivery model has been designed to deliver:

- greater nimbleness and responsiveness to support communities, including a wider range of Navigator work areas and skills (for example, the ability for Navigators to support whānau affected by severe weather events, and attaching Navigators to sectors other than health);
- greater devolution of funding decisions to further empower Commissioning Agencies and their Service Provider networks;
- an increasingly professional Navigator workforce; and
- strengthened harm mitigations for whanau in need.

### 2.1.1 Regional funding allocation model

The regional funding allocation model has been designed for Commissioning Agencies to deliver a target number of Navigators proportional to the scale of whānau need in each region, and to ensure fair access for all New Zealanders. To do this, Census 2023 population and deprivation index measures have been used with funding allocated according to the proportion of the population in the three highest deprivation levels (8-10) within each region.



This retains the focus on supporting all New Zealanders most in need. Account has been taken of the Pacific peoples population to fund a nationally focused Commissioning Agency with a Pacific peoples delivery approach. Access to the services funded by all four Commissioning Agencies will be available to all whānau.

While funding will be allocated regionally based on the above data, Investment Boards will guide Commissioning Agencies on how to best distribute funding to meet regional need. Investment Boards will have access to data sources including Census Data, deprivation index data, IDI data and community insights to inform guidance. Table 3 below outlines the basis for the Whānau Ora funding allocation model, across the four regions (refer Appendix A - Capacity and Coverage in Regions).

#### Table 3: Regional funding allocation

Whānau Ora regions	Allocation approach
Region 1 Northland, Auckland and Waikato	Funding allocation based on Stats NZ 2023 decile 8-10 deprivation data for all New
<b>Region 2</b> Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatū-Whanganui and Wellington	Zealanders.
Region 3 Te Waipounamu   South Island	
<b>Region 4</b> A national service focussed on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand	Funding allocation based on Stats NZ 2023 decile 8-10 deprivation data for Pacific peoples as a proportion of total New Zealand decile 8-10 deprivation data.

## 2.2 Strengthened Whānau Ora evidence base

### 2.2.1 The Social Investment approach

This procurement will move Whānau Ora Commissioning Services towards better alignment with the Government's Social Investment approach. This will include implementing a consistent approach to measuring whānau progression, a new requirement to submit individual-level data into the Integrated Data Infrastructure (IDI), and a requirement for more data-driven investment planning through Investment Boards.

With IDI reporting, Te Puni Kōkiri has reduced frequency This move to four-monthly reporting. will allow Commissioning Agencies more time between reporting periods to review Service Provider performance, consider and confirm whether a contingency plan or variation to their service agreements may be required.



#### Table 4: Aligning to Social Investment Approach

Theme	Data capture	Data storage and reporting
Whānau Ora progression data	Service Providers capture data against a common set of Whānau Ora progression framework data points in real time. Data captured through a Whānau Ora Progression Framework will not be entered in the IDI. Qualitative reporting as required	Service Providers store and report the data back to the Commissioning Agency on a four monthly basis. Commissioning Agency undertakes quality assurance controls on the data, and reports the common set of Whānau Ora Progression Framework data points to Te Puni Kōkiri on a four monthly basis. The Commissioning Agency will provide the first Whānau Ora progression report to Te Puni Kōkiri for the period ending 31 October 2025 by 30 November 2025.
Individual-level data	Navigators engaged by a Service Provider capture individual-level data in real time Service Providers provide	Service Providers store and report individual-level data back to the Commissioning Agency on a four monthly basis (as a minimum). Commissioning Agency stores individual-
	the individual-level data to the Commissioning Agency.	<b>level data,</b> performs quality assurance controls on the data and provides the data to Stats NZ on a four monthly basis. Stats NZ follows a careful process to de-identify data.
	Commissioning Agency provides the individual-level data directly to Stats NZ.	De-identified IDI data tables are available for research accessible by a wide variety of agencies and institutions including, but not limited to Service Providers, Commissioning Agencies, Te Puni Kōkiri and the Social Investment Agency.
		Each Commissioning Agency will need to have a signed Data Sharing Agreement with Stats NZ to enable data to be shared between the Commissioning Agency and Stats NZ, by no later than 30 September 2025.

Commissioning Agencies will be funded to purchase from Service Providers an agreed profile of Navigators. A Commissioning Agency will be paid an operational funding cost per FTE Navigator. All Commissioning Agency's expenses must be met from that operational funding cost.

The frontline focus of the funding model will result in a greater spread, reach, number and quality of Navigator services. The funding allocation has been developed to increase the number of frontline Navigators. The funding allocation model is a significant change from the status quo.

Commissioning Agencies will also be required to adopt a standardised and consistent approach to measuring whānau achievement of their aspirations. To do this, a Whānau Ora Progression Framework will be developed and aligned with the new contracts commencing on 1 July 2025.

### 2.2.2 Individual-level Data sharing

Starting on 1 July 2025, Commissioning Agencies will be required to have clauses in their agreements with their Service Providers that enables the Commissioning Agency to capture, store and share data with Stats NZ (individual-level data) and Te Puni Kōkiri (aggregated data).

In the sharing of data, Service Providers will need to comply with all relevant legislation including, but not limited to the Privacy Act 2020.

Each Commissioning Agency through its contractual agreement with Te Puni Kōkiri and enabled by a Data Sharing Agreement with Stats NZ, will be responsible for forwarding this individual-level data to the IDI. For further information on data flow and architecture see 2.6.2 (Data capture, sharing and storage).

The Data Sharing Agreement with Stats NZ records the data to be shared, the legal authority enabling the data sharing, and the purpose and permitted uses of the data. A copy of the data sharing agreement for non-public sector agencies is attached as Appendix E. There is a standardised process all parties must follow to integrate data with Stats NZ. This process is attached as Appendix F.

### 2.2.3 Data driven Investment planning

To meet the needs of whānau with the most complex challenges, Commissioning Agencies will be required to use data-driven **social investment** approaches and **plan strategically** to:

- Understand whanau needs using data and evidence
- Set clear, measurable goals and focus on what works for whanau
- Improve services by systematically measuring and comparing their effectiveness and feeding this information back to aid decision-making
- Enable local Service Providers to deliver services tailored to the needs of their communities.<sup>2</sup>

Commissioning Agencies will:

- prepare three-yearly Regional Needs Analysis, Navigator profile projections and three-yearly investment plans;
- establish Investment Boards, deeply connected to communities to guide and advise on strategic and investment planning;
- follow a set investment planning cadence; and
- monitor Service Provider delivery of an appropriately trained regional Navigator workforce. This
  includes encouraging and incentivising Service Provider to fund and contract Navigators in line with
  recognised pay equity pay rates.<sup>3</sup>



<sup>&</sup>lt;sup>2</sup> For further information see <u>https://sia.govt.nz/social-investment</u>

<sup>&</sup>lt;sup>3</sup> For further information see <u>https://www.publicservice.govt.nz/assets/Uploads/Pay-Spine-and-</u> <u>Translation-fact-sheet.pdf</u>

The Commissioning Agency's Regional Needs Analysis and Investment Plans will be used to establish funding levels and Outcome Agreement services, with payments occurring as set out in Sections 2.6.8 to 2.6.11.

### 2.2.4 Investment Boards

Investment Boards will play a significant role in direction setting for Commissioning Agencies, through their responsibility across three-yearly Regional Needs Analysis reports, Navigator profile projections and three-yearly investment plans (including Regional Workforce Plans). This includes providing Commissioning Agencies with direction on the best use of Other Whānau Initiatives Funding. The functions of Investment Boards are to:

- Receive from a Commissioning Agency a three-yearly Investment Plan which details the needs of whānau across their communities.
- Determine the range of Service Providers the Commissioning Agency is to work with across their communities (based on advice from the respective Commissioning Agency)
- Determine a distribution framework for Other Whānau Initiatives Funding (based on advice from the respective Commissioning Agency).

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. The composition and operation of Investment Boards are expected to demonstrate a depth of knowledge of their local community need and a working alignment with Whānau Ora principles. 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.

Investment Boards will provide guidance on the Regional Needs Analysis and Navigator profile projections and Commissioning Agencies will prepare three yearly investment plans (including Regional Workforce Plans) for endorsement by the Investment Board. The Investment Board will provide periodic feedback on implementation.

Three-yearly Investment Plans will include Regional Workforce Planning to ensure that activities are in place to deliver an appropriately trained Navigator workforce to meet the needs of whānau. Any opportunities to refresh the Investment Plans during each three-yearly term as community needs change will be agreed in any Outcome Agreement.

Commissioning Agencies will develop a Terms of Reference for Investment Boards aligned to these expectations, and are responsible for funding their establishment and ensuring Investment Boards are set up to succeed.



### 2.2.5 Investment Planning Cadence

A three-yearly cycle supports a long-term focus, with planned realistic pathways to achieving outcomes and targets. A summary of the investment planning cadence is at Table 5 below.

Table 5: Investment planning cadence

Investment planning		
Three-yearly Regional Needs Analysis	The core focus of the regional needs analysis will be on:	
	<ul> <li>Describing both current and projected population patterns, drawing on both qualitative and quantitative data, including perspectives of local communities, whānau and Service Providers</li> </ul>	
	b. Using the Whānau Ora Progression Framework, needs analysis reports will articulate patterns of whānau needs, strengths and resources, including identifying target areas or local pockets of complex need and / or Government service under-provision (e.g. housing, health).	
Three-yearly Investment Plan	t The core focus of the three-yearly Investment Plan will be on specifying:	
(approved by Te Puni Kōkiri)	<ul> <li>a. the key expected shifts in Whānau Ora outcomes against Government targets, using the agreed Whānau Ora Progression Framework;</li> </ul>	
	<ul> <li>regional workforce plans outlining the key expected shifts in Navigator reach, capability and capacity so that there is an appropriately trained Navigator workforce to meet the needs of whānau;</li> </ul>	
	<ul> <li>expected achievements in social return on investment, particularly focused on Government targets;</li> </ul>	
	c. how these will be achieved over the three years; and	
	d. intent on areas of continuous improvement, collaboration and co-investment with other Commissioning Agencies, Service Providers and communities, and the benefits and efficiencies expected.	
Three-yearly Navigator profile projection	Informed by Regional Workforce Plans, Navigator profile projections will show how Navigators will be deployed across the region to ensure sufficient coverage and ensure the right levels and nature of support are provided to whānau; particularly those with complex needs and where Government often fails to reach.	
	Projections will include target numbers and reach of Navigators, along with qualification status and specialist domain knowledge.	

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For the first three-year cycle, this will mean that Commissioning Agencies provide the following:

First Year Timing	Investment planning products for first three-year cycle
By 30 September 2025	Commissioning Agency provides an initial Regional Needs Analysis report to Te Puni Kōkiri.
By 31 March 2026	Complete Regional Needs Analysis reports and Navigator profile projections.
30 June 2026	Commissioning Agency complete and Te Puni Kōkiri approve three- year Investment Plan following Budget 2026.

The Minister for Whānau Ora also issues an annual Letter of Expectations to Commissioning Agencies. If required, Commissioning Agencies can provide annual update plans, covering any variance to the three yearly Investment Plan, for Te Puni Kōkiri approval.

For subsequent three-yearly cycles, investment planning will be delivered as follows:

#### Table 7: Three-yearly investment planning cycle

Annual Timing	Investment planning products for three-year cycle
31 March	Complete Regional Needs Analysis and Navigator profile projections.
30 June	Commissioning Agency complete and Te Puni Kōkiri approve three- year Investment Plan.

## 2.3 Common and consistent best practice

Commissioning Agencies will be responsible for participating in a common and consistent approach to:

- a. planning and funding a coordinated network of Service Providers to deliver Navigator services and Other Whānau Initiatives;
- b. Service Provider monitoring and performance management; and
- c. reporting against agreed outcomes and the impact of the Commissioning Services.

Table 8 below outlines the requirements.



#### Table 8: Common and consistent approach to delivering services

Requirement Area	Detail	
Planning and funding	Develop local funding systems to manage the application, monitoring and payments of locally commissioned services.	
Provider monitoring and performance	Develop Service Provider terms and performance measures.	
	Monitor on-going Service Provider performance.	
	Establish annual external financial audit and compliance systems and policies.	
	Manage Service Provider contracts.	
Reporting on outcomes and impact	Report tracking aggregate Whānau Ora Progression Framework received four monthly.	
	Report and other information provision to fulfil contractual obligations with Te Puni Kōkiri.	

# 2.4 Improved workforce retention and development

Commissioning Agencies will be responsible for working with their communities and Service Providers to develop regional workforce plans including achievement of target Navigator profile projections (refer Table 11). Regional workforce plans will ensure an appropriately trained Navigator workforce is available to meet the needs of whānau. This includes encouraging and incentivising Service Providers to fund and contract Navigators in line with recognised pay equity pay rates.<sup>4</sup>

Service Providers to use their best endeavours to pay Navigators not less than the pay equity rates.

Regional workforce plans form part of the Commissioning Agency three yearly investment plan, with annual reporting. Progress against the plans, and any trends and risks will be reviewed on a four monthly basis with Te Puni Kōkiri.

# 2.5 Early risk identification and management

In this next stage of Whānau Ora, one of the key intended shifts is to strengthen risk management for the benefit of whānau receiving Whānau Ora services. Of particular importance is the need to support whānau safety and timely interventions to prevent and manage risks of whānau harm. Increasing the reach and capability of Navigators alongside better information gathering and reporting will support early identification of potential risks to vulnerable whānau. These include but are not limited to incident reporting and reporting of unsafe circumstances.



<sup>&</sup>lt;sup>4</sup> For further information see <u>https://www.publicservice.govt.nz/assets/Uploads/Pay-Spine-and-</u> <u>Translation-fact-sheet.pdf</u>

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Commissioning Agencies will be required to have a well-functioning Whānau Ora risk management system covering:

- corporate and financial risks both within Commissioning Agencies and Service Providers (including planning, advisory, governance capabilities and representation);
- delivery risk including workforce capability, training and performance generally and in relation to whānau safety and protection (e.g. child protection policies, consent);
- service onboarding and off-boarding process and procedure; and
- data accuracy and traceability, information sharing and privacy protection.

# 2.6 Detailed Commissioning Agency Requirements

Below is an outline of requirements for Commissioning Agencies in respect of each service focus area.

Focus Area	Detailed Requirements
Whānau Ora Progression	Implement an agreed Whānau Ora Progression Framework
Data capture, sharing and storage	Data system architecture Data and reporting requirements
Data Management	Detailed requirements on data management capability (Appendix B)
Data Fields (Te Puni Kōkiri)	Detailed performance data and data fields reporting requirements for Te Puni Kōkiri (Appendix B)
Data Fields (Stats NZ)	Detailed data field requirements – for Stats NZ
	<ul> <li>Individual-level data delivered directly to Stats NZ for integration into the Integrated Data Infrastructure (IDI) (Appendix B)</li> </ul>
	<ul> <li>Data Sharing Agreement with Stats NZ and supporting process (Appendices E-F)</li> </ul>
Funding	Regional funding Navigator FTE funding Payments
Ways of working	Connections Transparency and collective learning Ongoing interaction with Te Puni Kōkiri
Transition	Transitioning of Commissioning Services at the beginning and end of the arrangement
Outcome Agreement	Anticipated contract term Template Outcome Agreement <b>(Appendix D)</b>

#### Table 9: Summary of detailed Commissioning Agency requirements

### 2.6.1 Whānau Ora Progression Framework

To monitor and evaluate the progress of whānau receiving Whānau Ora services, Commissioning Agencies will be required to adopt a standardised and consistent framework for measuring progress against the Whānau Ora outcomes. An agreed Whānau Ora Progression Framework will be based on the seven outcomes defined in the Whānau Ora Outcomes Framework:

- Whānau are self-managing and empowered leaders;
- Whānau are leading healthy lifestyles;
- Whānau are participating fully in society;
- Whānau and families are confidently participating in Te Ao Māori;
- Whānau and families are economically secure and successfully involved in wealth creation;
- Whānau are cohesive, resilient and nurturing; and
- Whānau and families are responsible stewards of their living and natural environments.

An agreed Whānau Ora Progression Framework will include a four-staged continuum that demonstrates whānau advancement towards their goals and aspirations. These will align with agreed, standardised and quantifiable indicators for each outcome. The agreed framework will be:

- able to demonstrate meaningful progression towards the outcome;
- based on and grounded in the Whānau Ora Outcomes Framework and its 7 outcomes;
- holistic, with a meaningful connection between different outcomes;
- whānau-centred;
- strengths-based;
- lean and easily implementable;
- quantifiable; and
- logical and evidence based.

Te Puni Kōkiri requires the agreed Whānau Ora Progression Framework to be in place across the four Commissioning Agencies starting on 1 July 2025 to enable Service Providers to commence progression data capture.

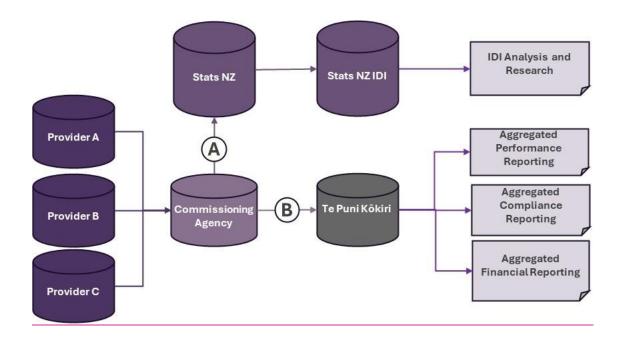


### 2.6.2 Data Capture, Sharing and Storage

#### Data system architecture

The future data system architecture is outlined in the diagram below:

#### Diagram 1: Future Data System Architecture



Data reporting requirements are split into:

- individual-level (personal) data delivered directly to Stats NZ for integration into the IDI from the Commissioning Agency) pursuant to a required Data Sharing Agreement – denoted A above.
- Commissioning Agency performance data and reporting delivered **to** Te Puni Kōkiri **from** the Commissioning Agency– denoted **B** above; and

This will mean that Service Providers will:

- inform whānau that their data will be collected and shared with Stats NZ (and Te Puni Kōkiri in aggregate).
- collect information about the individuals and whānau who receive services.

Commissioning Agencies will:

- collect individual-level data and share this directly with Stats NZ for inclusion in the IDI in accordance with the required Data Sharing Agreement.
- Provide qualitative reporting as required.

### 2.6.3 Data and Reporting Requirements

The table below describes high level requirements for Commissioning Agency reporting starting on 1 July 2025. Further detailed data reporting is included in **Appendix B**. Respondents must commit to flexibility to add and remove data fields as reporting needs evolve. Data will need to be tabular machine-readable.

#### Table 10 Data and reporting high level requirements

High Level Requirement	Purpose and Importance
Individual-level	Individual-level data for inclusion in the IDI will need to provide:
data	Identifying (personal) information of individuals:
	<ul> <li>Full name, date of birth, sex and address of those who are receiving services from 1 July 2025 (mandatory); and</li> </ul>
	<ul> <li>National Health Identifier (NHI) number or Social Welfare Number (SWN) (non-mandatory).</li> </ul>
	• A whānau linkage key (linking individuals to a whānau); and
	Whānau Ora engagement:
	<ul> <li>Date onboarded to Whānau Ora; and</li> </ul>
	<ul> <li>Date offboarded from Whānau Ora.</li> </ul>
	This enables quantitative insight of the medium and long-term outcomes that can be attributed to the delivery of Whānau Ora provision, in alignment with the Government's Social Investment approach to public services.
	This data will need to be provided on a regular basis and requires the establishment of data sharing provision with Stats NZ (Data Sharing Agreement and process included as <b>Appendices E and F</b> ).
Service Provider reporting	Service Provider reporting to Commissioning Agencies should demonstrate oversight of their delivery of agreed frontline services and include agreed Navigator profiles and Other Whānau Initiatives delivery.
	Service Provider reporting will need to be timely, to inform the four monthly cycle of Commissioning Agency reporting to Te Puni Kōkiri and include agreed Navigator profiles and Other Whānau Initiatives. This is to evidence that service reach can meet the demands of those most in need.
Financial reporting	Financial reporting will provide status updates on Commissioning Agency funding and performance, including achievement of target Navigator profiles.
	Financial reporting will be provided on a four-monthly basis.

High Level Requirement	Purpose and Importance
Delivery performance	Delivery performance reporting will provide aggregated data of demographics of whānau receiving services, their perspective of services provided and the outcomes achieved (from their perspective) as a result of the services received.
	Delivery performance reporting is to ensure that the provision of services is directed to whānau most in need and that it is contributing to achievement of their aspirations. This is to be provided on a four-monthly basis
Data practices and controls	Commissioning Agencies will need to demonstrate they have robust data practices and controls in place to meet reporting requirements. <b>Appendix B</b> summarises data management capabilities

### 2.6.4 Funding

Table 11 below provides the funding for each region for the 12 months commencing 1 July 2025 from a total FY2025/26 appropriated budget of \$154,858 million (GST exclusive). These allocations are indicative maximum available funds and subject to change at the sole discretion of Te Puni Kōkiri. Actual funding to Commissioning Agencies will depend on the investment planning and appropriation cycle, including the number of FTE Navigators forecast and actually achieved.

The regional breakdowns in Table 11 below differ from those indicative regional funding allocations in the ROI. The updated regional funding allocation is based on updated Census 2023 Deprivation Index measures with funding allocated according to the proportion of the population in the three highest deprivation levels (8-10) within each region. Account has been taken of the Pacific peoples population to fund a nationally focused Commissioning Agency with a Pacific peoples delivery approach. Access to the services funded by all four Commissioning Agencies will be available to all whānau to ensure access for all New Zealanders with the greatest need.

Region	Allocation (excluding GST)	Percentage of total appropriated budget	Total (excluding GST)
Allocation			
Region 1	Up to \$66,552,000	Up to 43.0%	
Region 2	Up to \$38,568,000	Up to 24.9%	Up to \$154,858,000
Region 3	Up to \$21,398,000	Up to 13.8%	00 10 \$154,858,000
Region 4	Up to \$28,340,000	Up to 18.3%	

#### Table 11: Regional indicative maximum available funds

### 2.6.5 Navigator FTE Funding

Table 12 below indicates the maximum available funding per Navigator FTE, and what this funding covers.

#### Table 12: Annual Navigator FTE Funding

Navigator FTE Funding (per Navigator)	Amount (exclusive of GST)
Maximum Per Navigator FTE funding inclusive of:	
Commissioning Agency operating expense component of \$25,000     (exclusive of GST) per FTE Navigator	
Service Provider overheads (negotiated between Service Provider and Commissioning Agency)	\$150,000
<ul> <li>Navigator salaries, expenses, training, disbursements, travel costs (responsibility of Service Provider, with guidance on Navigator pay rates).</li> </ul>	

To better reach and support whānau with the most complex needs, increased numbers of frontline Navigators will deliver Whānau Ora services across each region. Navigators will need to be appropriately trained to most effectively address the challenges faced by whānau.

It will take time to grow a more qualified Navigator workforce which is why Te Puni Kōkiri will expect all successful Respondents to collaborate nationally on initiatives such as workforce training and planning.

Commissioning Agency expenses are required to cover five core functions:

- **Development of Investment Plans** which detail the needs of whānau across their communities, and what areas are to be prioritised for support, and how this will be delivered (a significant enhancement of the current state).
- Management of an Investment Board contains community representation for decisions on where to place Navigators (i.e. Service Provider and service priority selection); and will provide guidance and oversight on the use of direct Other Whānau Initiatives funds in accordance with the Investment plan (this is new and a significant shift from current state where a Commissioning Agency independently makes decisions without a requirement of wider community input).
- **Contract management and monitoring** of the network of Service Providers. This includes providing support services and collective training to Navigators.
- **Regional data** management for the network of Service Providers, delivering consistent aggregated reporting at the regional level to align with incoming Social Investment approaches.
- **Overall administration**, including accounting, marketing and general management.

Commissioning Agencies will need to manage their operating expenses within the available tagged funding tagged i.e. **\$25,000** per FTE Navigator (exclusive of GST). Commissioning Agencies <u>will not</u> be able to use the remaining **\$125,000** component of the <u>\$150,000</u> Navigator FTE funding to meet their own operational expenses.



### 2.6.6 Commitment to Navigator Numbers

Te Puni Kōkiri expects Respondents to commit to regional (and regional authority) Navigator targets, as outlined in Table 11 below. Te Puni Kōkiri considers regional authority target variances of plus or minus 15% **within** overall regional targets, will be acceptable.<sup>5</sup>

Whānau Ora Region	Navigator FTE's (Regions 1-3)	Navigator FTE's (Region 4)
Whānau Ora Region 1		
Northland	38	3
Auckland	195	88
Waikato	68	7
Total	301	98
Whānau Ora Region 2		
Bay of Plenty	44	4
Gisborne	12	1
Hawke's Bay	24	3
Taranaki	16	1
Manawatu-Wanganui	39	3
Wellington	39	11
Total	174	23
Whānau Ora Region 3		
Tasman	3	0
Nelson	5	1
Marlborough	4	0
West Coast	6	0
Canterbury	49	4
Otago	19	1
Southland	11	1
Total	97	7
Total	572	128

#### Table 13: Whānau Ora Navigator FTEs by Regional Authority

### 2.6.7 Funding Summary

As well as Navigator funding, there is also funding allocated to commission Service Providers to provide Other Whānau Initiatives, in accordance with guidance from Investment Boards.

On the basis that the required Navigator profile is achieved by respective Commissioning Agencies, the following table shows the amount of funding available per region for Commissioning Agency operating costs, Navigators, and Other Whānau Initiatives. If overall regional Navigator numbers are lower than targeted, Whānau Support funds will also be reduced proportionally.



<sup>&</sup>lt;sup>5</sup> Regional Authority Navigator distribution variances will not affect funding allocations which are based on total actual numbers of Navigators engaged by Commissioning Agencies

Region	•	Other whanau Initiatiyos	Commissioning Agency Overheads		Number of Navigators
Region 1	\$ 37,625,000	\$ 21,402,000	\$ 7,525,000	\$ 66,552,000	301
Region 2	\$ 21,750,000	\$ 12,468,000	\$ 4,350,000	\$ 38,568,000	174
Region 3	\$ 12,125,000	\$ 6,848,000	\$ 2,425,000	\$ 21,398,000	97
Region 4	\$ 16,000,000	\$ 9,140,000	\$ 3,200,000	\$ 28,340,000	128
Total	\$ 87,500,000	\$ 49,858,000	\$ 17,500,000	\$154,858,000	700

Table 14: Whānau Ora Navigator FTEs by Regional Authority

### 2.6.8 Payments

The payment to Commissioning Agencies is determined by the actual number of FTE Navigator provided across the region, plus the actual level of Other Whānau Initiatives delivery.

The agreed regional Navigator FTE target profile, and funding for Other Whānau Initiatives will cap the amount payable to a Commissioning Agency, and that for forwarding to Service Providers.

### 2.6.9 Payment Timing

Commissioning Agencies will be funded four months in advance. The budgeted amount for funding is determined by the agreed Commissioning Agency Navigator FTE profile and Other Whānau Initiatives budget.

Prior to making an advance payment for a four-month period, the budgeted forecast amount will be adjusted for the actual Navigator FTE profile and Other Whānau Initiatives for the preceding four-month period.

At the commencement of the Outcome Agreement, Te Puni Kōkiri will fund each Commissioning Agency for the first **two** four-month periods.

Payment will then be made by Te Puni Kōkiri before the commencement of the next period, subject to Te Puni Kōkiri receipt and acceptance of the commissioning report for the preceding period. To illustrate by example, for a payment to be made in respect of the **sixth** four-month period, the commissioning report for the **fourth** four-month period will need to have been received, accepted and any adjustments made.

For the avoidance of doubt, the report for the first four-month period will need to be received and accepted by Te Puni Kōkiri prior to a payment being made before the commencement of the third four-month period.

### 2.6.10 Washup process

Te Puni Kōkiri will undertake a 'washup' process on receipt of each four-monthly report (for t+1) to understand actual navigator FTEs and actual Other Whānau Initiatives, and to calculate whether a Commissioning Agency has been over or under funded.

Where over-funded, Te Puni Kōkiri will make an adjustment to the next payment to account for the difference.

Te Puni Kōkiri may agree to make an adjustment to the funded amount after review of the four monthly report and after discussions with the Commissioning Agency (e.g. an approval in writing is given by Te Puni Kōkiri to permit some Navigator funding be redirected to Other Whānau Initiatives). Such approval will need to be provided in writing ahead of payment for the next four-month period.

### 2.6.11 Funding to be Used for Intended Purpose

Commissioning agencies must use at least \$125,000 (excl. GST) portion of the \$150,000 payment solely for the purpose of funding for Navigators and service provided overheads. This funding is for navigator salaries and service provider overheads. No back payment may be made from service providers to commissioning agencies for any reason as all Commissioning Agency overheads are already provided for.

Other Whānau Initiatives funding 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.

Any funds not used will need to be returned to Te Puni Kōkiri. Te Puni Kōkiri at its sole discretion may reallocate unused funds to other Whānau Ora commissioning agencies, regions or related Whānau Ora initiatives.

From time to time, Te Puni Kōkiri may also provide supplementary investment guidance to Investment Boards to clarify the appropriate use of funds, and/or emerging strategic priorities.

### 2.6.12 Implementation and transition

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.

During the transition period, effective and consistent communication to all impacted stakeholders is imperative to provide clarity to all parties. The transition requirements are split into the following five areas:

- The ramp up of the Commissioning Agency (the RFP Respondent) ensuring that it has the necessary structures, staffing and systems in place to effectively receive and manage the transition;
- **Transitioning of services between existing and new Commissioning Agencies** ensuring a coordinated approach to maintaining service quality and ensuring contractual compliance;
- **Transitioning of Service Provider services** ensuring a coordinated approach to maintain service quality;
- Whānau transitions (between Service Providers or to other agencies) prioritising cultural and emotional wellbeing, individual support and regular communication to minimise disruption; and
- Existing Commissioning Agency 'wind-down' focuses on the completion of final reporting, secure data transfer and the fulfilment of all financial obligations.

Te Puni Kōkiri expects to be able to start working with our selected supplier(s) by April 2025 and any implementation and/or transition needs to be complete by 30 June 2025, when current contracts expire.

We are seeking to ensure uninterrupted service delivery to whānau. In planning for implementation and transition, the selected Commissioning Agencies will need to focus on key outcomes (including transition and implementation plans), develop comprehensive contingency plans and outline procedures to manage for potential disruptions. This will include risk assessments and mitigation strategies as well as establishing clear communication channels with stakeholders. To support this Te Puni Kōkiri will engage with Commissioning Agencies to ensure adequate communication, and planning takes place to minimise whānau disruption.

### 2.6.13 Ways of working

Crucial to the ongoing advancement of whānau is their connectivity and accessibility to social services and Government Agencies. Te Puni Kōkiri recognises this can be realised through the commissioning of suitable Service Providers and provision in the pockets of communities and geographically isolated communities traditionally harder to serve. Te Puni Kōkiri requires Commissioning Agencies to purchase services from Service Providers who can increase engagement in service provision and connection with Government Agencies for whānau not usually, easily engaged.

The attributes we are seeking in the Respondent(s) that will be successful from this procurement are

- demonstrated evidence at engaging and communicating with diverse whānau, Hapū, Iwi and including current and potential Service Providers and other stakeholders to understand whānau need, aspirations and resources across the region;
- demonstrated ability to ensure wide regional coverage and diverse community perspectives will be represented on the Investment Boards;
- demonstrated evidence at collaboration and co-design of interventions so that outcomes can be specified to meet identified whānau need, and performance metrics quantified and measured; and
- demonstrated collaborative processes in reviewing and adjusting delivery plans, and continuous improvement and innovation considering evidence about what works, to maintain responsiveness to changing context.

### 2.6.14 Transparency and Collective Learning

To power up the Whānau Ora network in delivering improved outcomes for more whānau, we are looking to increase mutual understanding about what works, share intelligence about risks and opportunities, and foster greater collaboration on planning, delivery, continuous improvement and innovation. Te Puni Kōkiri will take a relationship-based approach to managing contracts with Commissioning Agencies and intends to host annual hui with Commissioning Agencies to build mutual learning, and shared strategic approaches to common issues. Commissioning Agencies will need to communicate in a timely fashion with each other and with Te Puni Kōkiri to support this intent.

### 2.6.15 Ongoing Interaction with Te Puni Kōkiri

In acknowledgment that Whānau Ora is a government enabled, locally led, devolved service delivery model, Commissioning Agencies will have a number of ongoing interactions with Te Puni Kōkiri.

Te Puni Kōkiri will:

- partner with Commissioning Agencies to understand Whānau Ora best practice, innovation and continuous improvement and ensure this is drawn into ongoing contract management approaches;
- use strong relationship-focused approaches, actively manage Commissioning Agency contracts and monitor Commissioning Agency service performance; and
- engage with central agencies, including the Social Investment Agency, the Treasury and Stats NZ to champion Whānau Ora commissioning and highlight the need for whānau data to influence positive change for our communities.

## 2.7 Outcome Agreement

Te Puni Kōkiri intends to contract for Commissioning Services and the provision of Whānau Ora outcomes under an Outcome Agreement to be entered into with each successful Respondent. The Outcome Agreement will commence on 1 July 2025. The template form of the Outcome Agreement is attached to this RFP at **Appendix D**. The anticipated Outcome Agreement term and options to extend are included in the table below.

Description	Years
Initial term of the Outcome Agreement	Commencing 1 July 2025 for an initial term of six years* *Subject to annual Budget commitments
Options to renew the Outcome Agreement	Two rights of renewal of three years each exercisable upon the written agreement of the parties.
Maximum term of the Outcome Agreement	12 years.

#### Table 15: Outcome Agreement anticipated contract term



# Section 3. RFP Evaluation

# 3.1 Compliance Check

Following the RFP Closing Date, Proposals will be checked for compliance with the RFP Terms, Terms including (without limitation) whether the Proposal:

- has arrived in advance of the RFP Closing Date; and
- meets compliance requirements i.e., format, signatures, and requested attachments are provided

Conflicts of interest declared, identified or updated by Respondents in their Proposal's Declaration will be considered by Te Puni Kōkiri with internal declarations already made by those involved in the procurement. Any material conflict of interest issues:

- will be raised with the relevant Respondent; and
- may be determined by Te Puni Kōkiri to make the relevant Proposal non-compliant.

Te Puni Kōkiri (at its sole discretion) may decide to progress or not progress any non-compliant Proposal to the next stage of this procurement process.

# 3.2 Proposal Evaluation

Proposals that pass the compliance check in Section 3.1.1 (Compliance Check) will be evaluated by an Evaluation Panel using the weighted and non-weighted evaluation criteria in section 3.3 (Evaluation Criteria, Weightings, and Scoring) below.

The findings of this RFP evaluation will be used to assist the Evaluation Panel to determine which Respondents proceed to the next stage of this procurement process.

At any time during this RFP evaluation, there may be written questions for, discussions with or presentations requested from one, some, or all Respondents as needed, to be determined at the sole direction of Te Puni Kōkiri.

### 3.2.1 Clarifications and Additional Information

Te Puni Kōkiri may request clarifications and/or additional information from any Respondent(s) and/or third party about any aspect of a Proposal (but is not required to request the same clarification and/or additional information from each Respondent).

Each Respondent authorises Te Puni Kōkiri to collect any information from the Respondent and/or any relevant third parties (except for commercially sensitive pricing information) and to use that information in evaluating the Respondent's Proposal.

At its sole discretion Te Puni Kōkiri will ensure that information that should be provided to all Respondents is provided to all Respondents, but equally, that commercially sensitive or unique information or intellectual property from one Respondent is not shared or used with others without appropriate consent.



Any clarification(s) or additional information must be provided by the Respondent in writing and received within the time notified by Te Puni Kōkiri to the Respondent. The Evaluation Panel may amend or confirm initial evaluation scores in light of clarifications and additional information provided by Respondents.

If a Respondent fails to respond adequately within the time notified by Te Puni Kōkiri to any request for clarification or additional information, Te Puni Kōkiri may cease evaluating the Respondent's Proposal without seeking further clarification from the Respondent. The Respondent will be notified in writing of this decision.

Respondents must not seek clarification from any Te Puni Kōkiri personnel other than the Point of Contact specified at Section 1.5.2 (Correspondence and Clarifications), subject to Section 1.7 (Probity and Conflicts of Interest). Any attempt to do so may be considered grounds for elimination from further consideration.

Te Puni Kōkiri may take into account any other relevant information that Te Puni Kōkiri receives as a result of a clarification request and/or may otherwise have in its possession, including information obtained by Te Puni Kōkiri after the date the relevant Proposal is submitted but before an Outcome Agreement is entered into with the relevant Respondent.

# 3.3 Weightings

#### Table 16: RFP criteria and weightings

RF	P Evaluation Criteria	Weighting
1.	Understanding of requirements and key outcomes sought	10%
•	<ul> <li>The Respondent's understanding of the requirements and key outcomes sought, and how it will contribute to and optimise achieving those outcomes. The Respondent's Proposal should: <ul> <li>reflect a clear comprehension of, and alignment with, the requirements sought;</li> <li>describe how the Respondent plans to meet the outcomes effectively; and</li> <li>identify and address and potential challenges or risks.</li> </ul> </li> </ul>	10%
2.	Approach i.e. how will you provide the Services once implemented	35%
•	Whānau centred Commissioning Services are provided across the region, including in areas of highest need.	10%
•	<ul> <li>Cohesive and consistent best practice processes, systems and controls related to:         <ul> <li>Ensuring needs and aspirations of whānau are understood, planned for and progressed</li> <li>Investment planning (including needs analysis and planning for both capacity and coverage, including for Navigators, Service Providers and other required workforce)</li> <li>Funding and investment decisions, and Commissioning Agency governance</li> </ul> </li> </ul>	10%
	<ul> <li>Interaction and cooperation with Te Puni Kōkiri</li> </ul>	
	<ul> <li>Management of Service Providers</li> <li>Risk management</li> </ul>	

• Data 0 0	capture, sharing, storage and reporting, including: Individual-level data sharing Whānau Ora Progression Framework	15%
0	Commissioning Agency performance reporting (including financial and delivery) Service Provider reporting.	
3. Imple	mentation and transition i.e. how will you get services in place	15%
	An outline of steps and resources required to achieve on-time delivery of commissioning services An understanding of potential risks and/or challenges, with strategies to mitigate them	15%
	onse to and level of acceptance of the terms of the template Outcome ent:	40%
Agreeme • Acce		
<ul> <li>Agreeme</li> <li>Acce timef</li> </ul>	ent: eptance of the template Outcome Agreement within an acceptable	

# Scoring scales

The scoring scales below provide the basis for evaluation of the weighted RFP criteria (Table 3.3 Weightings).

#### Scoring Scale for Criteria 1-3

Description	Definition	Score
Excellent	Exceeds the requirement. Exceptional demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	9-10
Good	Satisfies the requirement with minor additional benefits. Above average demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services. Response identifies factors that will offer potential added value, with supporting evidence.	7-8
Acceptable	Satisfies the requirement. Demonstration by the supplier of the relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with supporting evidence.	5-6
Minor reservations	Does not fully meet the requirement. Some minor reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	3-4
Serious reservation	Does not fully meet the requirement. Considerable reservations of the supplier's relevant ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	1-2
Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the supplier has the ability, understanding, experience, skills, resource, and quality measures required to provide the goods / services, with little or no supporting evidence.	0

#### **Scoring Scale for Criterion 4**

Description	Definition	Score
Excellent	Respondent accepts the template Outcome Agreement without amendment.	10
Good	Respondent has minor suggested revisions to the template Outcome Agreement that are considered acceptable to Te Puni Kōkiri or considered likely to be able to be accepted by Te Puni Kōkiri with minimal discussion.	
Acceptable	Respondent has suggested revisions to the template Outcome Agreement, most of which are considered acceptable to Te Puni Kōkiri and likely to be able to be accepted by Te Puni Kōkiri with minimal discussion. However, a small number of suggested revisions are considered likely to take some time or effort to resolve or may be more challenging to reach agreement (including, without limitation, across all the Commissioning Agency Outcome Agreements, where applicable).	
Minor reservations	Respondent has a significant number of suggested revisions to the template Outcome Agreement, some of which are considered likely to take some time or effort to resolve or may be more challenging to reach agreement (including without limitation, across all the Commissioning Agency Outcome Agreements, where applicable).	
Serious reservation	Respondent has a significant number of suggested revisions to the template Outcome Agreement, many of which are considered likely to take substantial time or effort to resolve or may be more challenging to reach agreement (including, without limitation, across all Commissioning Agency Outcome Agreements, where applicable), and/or some may be considered to not be resolvable without significant compromise by Te Puni Kōkiri.	
Unacceptable	Respondent has a significant number of suggested revisions to the template Outcome Agreement, many of which are considered likely to take substantial time or effort to resolve or are likely to be more challenging to reach agreement (including, without limitation, across all the Commissioning Agency Outcome Agreements, where applicable), and/or many are considered to be unresolvable, even with negotiation.	0

## 3.4 Due Diligence

During this RFP stage, Respondents may be asked to provide information related to some or all of the following due diligence activities that Te Puni Kōkiri may carry out, including (but not limited to):

- Health and safety;
- Financial due diligence (including audited accounts) to assess the Respondent's financial viability through the review of financial statements and relevant information provided in the Proposal;
- Companies Office and/or credit checks;

- Reviewing the proposed legal structures of any joint, consortium or collective approach (in particular the nature of the legal relationships and the division of responsibilities);
- Assessing the proposed organisational arrangements, including (without limitation) the governance arrangements and organisational structure;
- Due diligence checks in the purchasing of safe and adequately experienced and qualified service provision;
- Reference checks;
- Conflict and political neutrality planning in the context of Public Service Act 2020 *Standards of Integrity and Conduct* (reflecting the devolved administration of a substantial amount of public funding);
- Assessing the Respondent's commitment to ethical business and information handling practices; and its reputation in the industry and community(ies), including any response to reputational issues (past or present); and
- Assessing information on any conflicts of interest and any claims, disputes and inquiries.

Te Puni Kōkiri will undertake due diligence based on the information provided by the Respondent.

## 3.5 Final Selection and Approval

On completion of the RFP evaluation, preferred Respondents may be invited to discuss an Outcome Agreement with Te Puni Kōkiri.

Following approval of the RFP Evaluation Report, preferred Respondents may be invited to agree an Outcome Agreement with Te Puni Kōkiri for the provision of the Commissioning Services and Whānau Ora outcomes.

Te Puni Kōkiri reserves the right to not proceed with the highest scoring Respondent if the parties are unable to reach agreement on the form of the Outcome Agreement to be entered into between them.

Te Puni Kōkiri may also decide to proceed with additional stages of evaluation, and/or may elect to engage with multiple Respondents (including in relation to the same region) prior to making a final selection.

During discussions on the proposed Outcome Agreement, alternative options may still be considered by Te Puni Kōkiri up to and including (without limitation) disengaging from discussions with the preferred Respondents and engaging with alternative Respondents, engaging with multiple Respondents and/or cancelling the procurement.

Once contract(s) have been awarded, Respondents will be advised of the final outcome and offered the opportunity for debrief (including the successful Respondents).

Only the contract award notice will be published on GETS.



## Section 4. Terms and Conditions

### 4.1 General Terms

The RFP Terms are set out below. The RFP Terms are non-negotiable and do not require a response.

Each Respondent that submits a Proposal will be deemed to have agreed to these RFP Terms without reservation or variation.

## 4.2 Responsibilities of Respondents

Each Respondent will:

- a) Examine this RFP and any documents referenced by this RFP and any other information made available by Te Puni Kōkiri to the Respondent;
- b) Identify and obtain any additional information they may require to provide a Proposal;
- c) Obtain all independent advice (including legal and accounting advice) they may require before making a decision to submit a Proposal;
- d) Consider all the risks, contingencies, impacts and other circumstances having an effect on their Proposal; and
- e) Satisfy themselves as to the correctness of their Proposal.

### 4.3 Reliance by Respondents

All information contained in this RFP or given to any Respondent by Te Puni Kōkiri is for the purpose of allowing that Respondent to prepare their Proposal. Te Puni Kōkiri has endeavoured to ensure the integrity of such information. However, the Respondent accepts that such information has not been independently verified and may not be up to date.

## 4.4 Reliance by Te Puni Kōkiri

Te Puni Kōkiri may rely upon all statements made by any Respondent in their Proposal and/or in meetings, correspondence or negotiations with Te Puni Kōkiri or their representatives. If a Respondent is selected as a Commissioning Agency, any such statements may be included in the Outcome Agreement.

Each Respondent must ensure all information provided to Te Puni Kōkiri is complete and accurate. Te Puni Kōkiri is under no obligation to check any Proposal for errors, omissions, or inaccuracies. Each Respondent will notify Te Puni Kōkiri promptly upon becoming aware of any errors, omissions, or inaccuracies in their Proposal or in any additional information provided by the Respondent.

If Te Puni Kōkiri discovers or is notified of any errors, omissions, or inaccuracies in a Proposal and the correction of such errors, omissions, or inaccuracies will not involve re-calculation, re-pricing, or any other material change to the Proposal, Te Puni Kōkiri may (but shall not be required to) amend the error, omission, or inaccuracy and invite the Respondent to confirm that their Proposal remains open for acceptance as amended. Unless the Respondent confirms their Proposal as amended, Te Puni Kōkiri may cease evaluating the Proposal.

Upon learning that any information provided by a Respondent contains a material error, omission, or inaccuracy, Te Puni Kōkiri may cease evaluating the Respondent's Proposal and, where applicable, may cease negotiating with that Respondent.

## 4.5 Conflicts of Interest

Each Respondent must complete the Respondent Conflict of Interest Declaration (included in the RFP Response Form in Appendix C) as part of their Proposal and must immediately disclose to Te Puni Kōkiri on a continuing basis, all relationships or circumstances that may give rise to a conflict of interest in relation to the provision of services that are the subject of this RFP. Te Puni Kōkiri may exclude a Respondent from the procurement process if a material conflict of interest arises.

## 4.6 Influencing and Undisclosed Benefits

Respondents must not directly or indirectly provide any form of personal inducement or reward, approach, lobby, or attempt to influence any Te Puni Kōkiri representative who is directly or indirectly involved with this RFP.

## 4.7 Business as Usual Contact

Business as usual communications (relating to the supply of goods and services under existing business arrangements between Te Puni Kōkiri and a Respondent) will be maintained with the usual contacts.

However, during this RFP process, Respondents must not use business as usual contacts to solicit or discuss details of this RFP or its requirements with any person at Te Puni Kōkiri.

## 4.8 Public Statements

Te Puni Kōkiri may make public the names of any Respondents.

Public gaming of this RFP process or lobbying through the media in an attempt to influence this RFP outcome will not be tolerated and may result in a Respondent being disqualified from the process.

No advertising, press release or other information relating to the acceptance or submission of any Proposal shall be published by or on the instruction, or with the permission, of a Respondent in any newspaper, magazine, journal, website or other medium without prior written consent from Te Puni Kōkiri.

Respondents must not make any public statements to any third party in relation to any aspect of this RFP process or the negotiation or awarding of any Outcome Agreement without prior express written consent from Te Puni Kōkiri.

## 4.9 Confidentiality

Each Respondent agrees to keep all other information provided in connection with this RFP strictly confidential. No such information may be used by a Respondent in any other context, nor divulged to any other party, without the prior written consent of Te Puni Kōkiri. Each Respondent may, however, disclose such information to its employees, contractors, officers, advisers, and related companies or entities who are directly involved in the preparation of their Proposal. Each Respondent shall take all reasonable steps to ensure that those employees, contractors, officers, advisers, and related companies or entities do not disclose such information to any person.

All material supplied in response to this RFP should be marked "Commercial in Confidence". Te Puni Kōkiri will not, subject to its legal obligations (including under the Official Information Act 1982), provide such commercially sensitive information to any person other than to its personnel, advisers, and contractors who are directly involved in this RFP process, or to any Government Agency, Minister or Parliamentary officer or body, or in accordance with Parliamentary convention or practice, without the express permission of the Respondent.

## 4.10 Ownership and Intellectual Property

In submitting a Proposal, each Respondent grants Te Puni Kōkiri a non-exclusive, non-transferrable, perpetual licence to use, disclose and copy its Proposal for any purpose related to this RFP process.

Each Respondent warrants that its Proposal and all other documentation provided by it in connection with this RFP does not infringe the intellectual property rights of any third party. Each Respondent indemnifies Te Puni Kōkiri against all costs, expenses, and damages incurred by Te Puni Kōkiri in connection with any breach of this warranty.

## 4.11 Te Puni Kōkiri Rights

Te Puni Kōkiri reserves the right to:

- Reject any or all Proposals;
- Negotiate for only selected parts of any Proposal;
- Re-advertise for Proposals;
- Amend this RFP or any associated documents or any condition or procedure in this RFP process (including amending the RFP Closing Date, or any other date in the RFP process) by the issue of a Respondent Notice before or after the RFP Closing Date;
- Seek clarification of any Proposal and, at the sole discretion of Te Puni Kökiri, accept further information;
- Consider or reject any alternative Proposal at the sole discretion of Te Puni Kōkiri;
- Accept part(s) of a Proposal from any Respondent(s) and, at the sole discretion of Te Puni Kökiri, re-tender for the remainder;
- Reissue (in whole or in part) this RFP;
- Suspend (in whole or in part) this RFP process if a material or significant issue emerges during the process;
- Make enquiries of any person to assist it in the evaluation process;
- Contact, liaise, and negotiate with any Respondent(s), which may be to the exclusion of any
  other Respondent(s), at any time before or after the selection of Commissioning Agencies or
  award of Outcome Agreement(s), and upon any terms and conditions;

- Negotiate and conclude any number and type of contracts with any Respondent(s) to the
  exclusion of others, in respect of any of the requirements of Te Puni Kōkiri as described in this
  RFP (on the basis of the Proposal or any alternate basis);
- Reject or not consider further any documentation related to a Proposal that it may receive from a Respondent;
- Terminate the participation of any Respondent in the process contemplated by this RFP at any time without providing any reason (subject to the commitment of Te Puni Kökiri to provide a debrief to unsuccessful Respondents);
- Give whatever weight it considers appropriate to any policy or criteria relating to participation in this RFP process or evaluation of any Proposal;
- Not enter into any contract in relation to the matters described in this RFP; and
- Run this RFP in such manner as Te Puni Kōkiri may see fit.

## 4.12 No Contractual Obligations Created

Nothing in this RFP binds or places Te Puni Kōkiri under any contractual or other obligation.

This RFP does not constitute an offer by Te Puni Kōkiri to acquire facilities or services or enter into any agreement with any Respondent. The request for and receipt of Proposals does not imply any obligation on Te Puni Kōkiri to contract for any services included in any Proposal. Te Puni Kōkiri will not be bound in any way until the execution of a written agreement.

The following are binding on the Respondent:

- the Respondent's signed Declaration in Appendix C (s.6 of the RFP Response Form).
- the Respondent's obligations under Section 1.5.6 (Validity Period) to ensure their Proposal is valid and remains open for acceptance by Te Puni Kökiri for twelve months from the RFP Closing Date; and
- these RFP Terms.

Te Puni Kōkiri makes no representations and gives no warranties in this RFP.

Any verbal communications made during the procurement process will not be binding on Te Puni Kōkiri and are subject to the terms of this RFP.

### 4.13 No Process Contract

Notwithstanding any other provision in this RFP or any other document relating to this RFP, the issue of this RFP does not legally oblige or otherwise commit Te Puni Kōkiri to proceed with or follow the process outlined in this RFP or to evaluate any particular Respondent's Proposal or enter into any negotiations or contractual arrangements with any Respondent.

## 4.14 No Anti-Competitive Behaviour

The RFP process is intended to promote fair competition among Respondents. Respondents must not engage in collusive, deceptive, or improper conduct:

- in the preparation of their Proposals or other submissions, or in any discussions or negotiations with Te Puni Kōkiri; and
- in any aspect of delivering the Commissioning Services (if selected).

For the avoidance of doubt, this does not preclude Proposals from consortia led by a prime contractor where their conduct is not anti-competitive.

Te Puni Kōkiri may require statutory declarations from Respondents, and other evidence as it sees fit, throughout the evaluation process in pursuing its goal to ensure the probity of the overall process.

## 4.15 No Te Puni Kōkiri Liability

Te Puni Kōkiri will not be liable (whether in contract, tort, including negligence, or otherwise) for any cost, damage, expense or loss suffered or incurred by any Respondent, its affiliates or any other person arising directly or indirectly in connection with this RFP, including (without limitation) in relation to:

- the evaluation process;
- the preparation of any Proposal;
- any investigations of or by any Respondent;
- negotiating or concluding any contract;
- the acceptance or rejection of any Proposal;
- the suspension or cancellation of the process contemplated in this RFP; or
- any information given or not given to any Respondent(s).

Nothing contained or implied in, or arising out of, this RFP or any other communications to any Respondent shall be construed as legal, financial or other advice of any kind.

## 4.16 Amendments and Clarifications

Where Te Puni Kōkiri amends any date in this RFP process, this RFP or any associated documents, it may issue any amendment to this RFP by way of written Respondent Notice.

All Respondent Notices or clarifications issued to Respondents via email will become part of this RFP.

## 4.17 Ownership of RFP and Proposal Documents

The RFP and any other documents supplied by Te Puni Kōkiri to any Respondent remain the property of Te Puni Kōkiri and may not be copied or reproduced in any way other than for the purposes of preparing and submitting a Proposal, without the prior written approval of Te Puni Kōkiri.

All Proposals will be retained by Te Puni Kōkiri.



## 4.18 Preparation Costs

Respondents must pay their own costs of preparing and submitting Proposals, including but not limited to any:

- communications or negotiations with Te Puni Kōkiri
- meetings, presentations or interviews with Te Puni Kōkiri;
- legal costs; and
- any associated travel costs.

## 4.19 Te Puni Kōkiri Authorisation

With regard to this RFP process, Te Puni Kōkiri will not be bound by any statement, written or verbal, made by any person other than the Te Puni Kōkiri Point of Contact noted within this RFP document. The Te Puni Kōkiri Point of Contact is the only person authorised to make representations or explanations to Respondents in relation to this RFP.

## 4.20 Governing Law and Jurisdiction

This RFP will be construed according to and governed by New Zealand law and the Respondent agrees to submit to the non-exclusive jurisdiction of New Zealand courts in any dispute concerning this RFP or any Proposal.

## Glossary

Term	Definition	
Commissioning Agency	The organisation or collective that is contracted to provide Commissioning Services.	
Commissioning Services	The activities the Commissioning Agencies must perform to deliver their remit.	
Deadline for Questions	The date that the Respondent must submit all questions to Te Puni Kōkiri in relation to this RFP, as listed in Section 1.4 (Timetable).	
Declaration	The declaration at Section 6 of the RFP Response Form.	
Evaluation Panel	The group of evaluators responsible for assessing and scoring Proposals.	
FTE	Full Time Equivalent.	
GETS	Government Electronic Tender Service, <u>www.gets.govt.nz</u>	
IDI	Integrated Data Infrastructure. The Integrated Data Infrastructure is a large research database hosted by Stats NZ. It holds de-identified microdata about people and households.	
	https://www.stats.govt.nz/integrated-data/integrated-data-infrastructure/	
Investment Board	The Investment Board is a governance body responsible for setting direction for the Commissioning Agency, particularly in relation to strategic planning and investment, including guidance and guidelines on "Other Whānau Initiatives" funding distribution	
Investment Plan	The Investment Plan is a three-year plan informed by the Regional Needs Analysis. It will set out key expected shifts for whānau outcomes against Government Targets and the Whānau Ora Progression Framework, how this will be achieved and include proposed regional workforce planning.	
Navigator	An individual engaged by a Service Provider to deliver frontline services to whānau.	
Other Whānau Initiatives	Other Whānau Initiatives refers to funding for the delivery of Other Whānau Initiatives not being delivered through a Navigator.	
Outcome Agreement	The Outcome Agreement entered into between Te Puni Kōkiri and a Commissioning Agency (if any), for the provision of the required Commissioning Services.	
Point of Contact	The point of contact identified, and for Te Puni Kōkiri, as specified in Section 1.5.2 (Correspondence and Clarifications) or as otherwise notified by Te Puni Kōkiri from time to time.	
Proposal	A response to this RFP.	

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Term	Definition
Regional Needs Analysis	The Regional Needs Analysis has a core focus on describing current and projected population patterns within the region, articulating whānau needs, strengths and resources, and identifying target areas or local pockets of complex need and/or Government service under-provision in the region.
Regional Workforce Plans	Regional Workforce Plans outline the key expected shifts in projected number, reach, capability and capacity of Navigators so there is an appropriately trained workforce to meet regional needs. The plans will outline how the Commissioning Agency will encourage and incentivise Service Providers to use their best endeavours to pay their Navigators pay equity <sup>6</sup> rates.
Respondent	Each and every company, organisation or other person shortlisted from the ROI and invited to submit a Proposal.
Respondent Notice	Notice issued by Te Puni Kōkiri to amend, clarify or add additional information to this RFP.
RFP	This Request for proposals document issued by Te Puni Kōkiri in relation to this Whānau Ora Commissioning Services procurement process.
RFP Closing Date	The Date specified in the RFP Timetable at Section 1.4 (Timetable) as the date when RFP responses must be submitted, or any extension to that date as notified by Te Puni Kōkiri at its sole discretion.
RFP Response Form	The template Response Form included at Appendices C and D.
RFP Terms	The terms and conditions of this RFP, as set out in Section 4 (RFP Terms and Conditions).
ROI	The registration of interest issued by Te Puni Kōkiri on 4 October 2024 in relation to the Whānau Ora Commissioning Services procurement.
Service Provider	An organisation that provides Whānau Ora services to whānau, inclusive of Navigator services and Other Whānau Initiatives.
Whānau Ora	A whānau-centred approach to wellbeing, focused on whānau as a whole, and addressing individual needs within the context of the whānau.

<sup>&</sup>lt;sup>6</sup> For further information see <u>https://www.publicservice.govt.nz/assets/Uploads/Pay-Spine-and-Translation-fact-sheet.pdf</u>

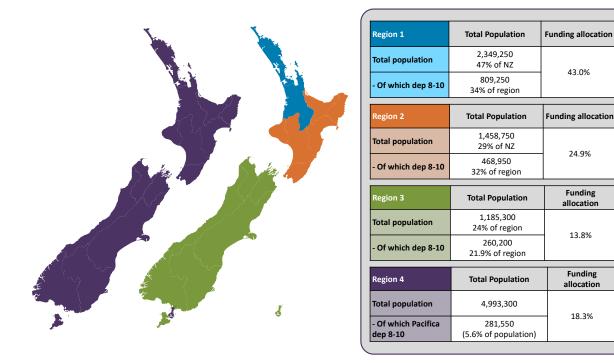
## **Appendix A: Capacity and Coverage in Regions**

Te Puni Kōkiri intends to procure Whānau Ora Commissioning Services in four regions:

- Two regions for Te Ika-a-Māui | North Island;
- One region for Te Waipounamu | South Island; and
- One national service focussed on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand

The boundaries of the four regions across the motu are shown in the Map 1 below.

#### Map 1: Regional Boundaries



**Disclaimer**: Population figures are from the 2023 census. Deprivation 8+ is from the NZ Deprivation Index 2023. NB: population deprivation data is not official statistics. All numbers have been rounded to the nearest 50.

These boundary demarcations are defined using Regional Council confirmed boundaries. The geolocation of this can be found here on the Stats NZ data finder: <a href="https://datafinder.stats.govt.nz/layer/106666-regional-council-2022-generalised/">https://datafinder.stats.govt.nz/layer/106666-regional-council-2022-generalised/</a>





#### **Boundary Demarcations**

- **Region 1:** Northland, Auckland and Waikato
- **Region 2:** Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatū-Whanganui and Wellington
- Region 3: Tasman, Nelson, Marlborough, Canterbury, West Coast, Otago and Southland
- **Region 4:** National service focussed on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand

### **Appendix B: Detailed Data Requirements**

Effective social investment analysis relies on individual-level data to be integrated into the IDI. While Te Puni Kōkiri will not receive individually identifiable data, Te Puni Kōkiri will assist selected Commissioning Agencies to meet the Stats NZ requirements for IDI integration as part of the transition process.

A Government identifier (NHI number or SWN), or personal information (name, address, date of birth) and a whānau linkage will need to be provided to Stats NZ. The Stats NZ process and requirements are provided in Appendix F and the Stats NZ Data Sharing Agreement Template is provided in Appendix E.

Te Puni Kōkiri will request aggregated system performance reporting, as well as aggregated financial reporting on a four monthly basis. Te Puni Kōkiri will request aggregated system performance reporting, as well as aggregated financial reporting on a four monthly basis. These reports will need to be delivered to Te Puni Kōkiri in a machine-readable format.

The initial data fields to be included in the reporting to Te Puni Kōkiri are shown in the table below. Te Puni Kōkiri anticipates requesting additional data fields to be delivered over time as needs evolve.

Requirement area	Mandatory Requirement	Non-mandatory Requirement
Data Collection and Management	<ul> <li>Evidence of secure data capture, management and storage to protect whānau and individual data</li> </ul>	N/A
	<ul> <li>Robust data collection methodologies and practices (for use by the Service Providers) aligned with data regulation</li> </ul>	
	<ul> <li>Provision of a data collection tool for use by the Service Providers</li> </ul>	
	<ul> <li>Process for gathering whānau feedback on data handling practices</li> </ul>	
Data Security and Privacy	<ul> <li>Compliance with data privacy and security standards for managing sensitive whānau data</li> </ul>	N/A
	<ul> <li>Secure data transfer protocols in place, including encryption and access controls</li> </ul>	

#### Table 17: Data management capabilities

Requirement area	Mandatory Requirement	Non-mandatory Requirement
	<ul> <li>Regular audits of data security practices to identify and address potential risks</li> <li>Training programmes for staff and Service Providers on data privacy best practice</li> </ul>	
Data Analysis and Benchmarking	<ul> <li>Regular data analysis to assess current state progress, organisational performance and trends</li> <li>Use of benchmarks, targets or forecasts for performance improvement</li> </ul>	Integration of external benchmarks to contextualise performance data
Performance Reporting by Funding Type	<ul> <li>Ability to segregate and report data by funding type across the network</li> <li>Accurate and timely reporting on outcomes by funding source in a machine-readable format</li> <li>Processes in place to track and analyse variances in performance by Service Providers</li> <li>Inclusion of qualitative insights to narrate key findings and provide context</li> </ul>	Reporting systems that allow customisable views by different funding types
Service Provider Performance Reporting	Timely and accurate reports on operational and financial performance at agreed frequency in a machine- readable format Analysis of Service Provider capacity and compliance	Tools for Service Providers to self- assess and report on performance metrics
Data Transfer to Stats NZ IDI	<ul> <li>Regular individual-level data transfer to Stats NZ for onward entry into the Stats NZ Integrated Data Infrastructure</li> <li>Compliance with Stats NZ's IDI data integration requirements</li> </ul>	N/A

Requirement area	Mandatory Requirement	Non-mandatory Requirement
Periodic Reporting	<ul> <li>Provision of four monthly and annual reports</li> <li>Responses to ad-hoc data request</li> <li>Accurate and timely reporting in Te Puni Kōkiri provided template</li> </ul>	<ul> <li>Standard process for responding to urgent or complex data requests from Te Puni Kōkiri</li> </ul>
Continuous Improvement & Insights	<ul> <li>Evidence of using data for continuous improvement, including insights to inform service delivery and improve whānau outcomes.</li> <li>Clear process for analysing and applying learnings from data</li> </ul>	Platforms for sharing performance insights with Service Providers to drive innovation and best practice across the network

#### Table 18: Data fields to be reported to Te Puni Kōkiri

Field	Mandatory
Commissioning Agency-level performance data	
Whānau Impact and Outcomes	
Total whānau engaged	Yes
Number onboarded this period	Yes
Number offboarded this period by category	Yes
Commentary	Yes
Total individuals engaged	Yes
Number onboarded this period	Yes
Number offboarded this period	Yes
Reason for offboarding (by type)	Yes
Specific outcomes metrics/type of service received	Yes
Number of outcomes delivered this period (vs plan)	Yes
Number of outcomes delivered this period (by Whānau Ora Outcome / Pe	ou)
vs plan)	Yes
Number of outcomes due in subsequent periods by WO outcome	Yes
Number of whānau referred to other agencies / service (outside of WO)	Yes
Number of Reports of Concern (ROC)	No
Whānau specific factors	No
% Employed (yes / no)	No
% In formal education (yes / no)	No
%Culturally engaged	No
Whānau satisfaction and feedback	Yes
Long-term tracking of progress (% completion to goal / aspiration)	No

Field	Mandatory
Impact case studies	No
Barriers to outcomes	Yes
eographical Reach	
Whānau served per Region	Yes
Individuals served by Region	Yes
Demographic breakdown per region - ethnicity	Yes
Demographic breakdown per region - age	Yes
Demographic breakdown per region - gender	Yes
Service Accessibility	No
ontrol / Compliance	
Compliance with regulations and reporting (including data security)	Yes
Supporting commentary if 'No' selected above	Yes
Incident / risk event reporting	
Number of risk events	Yes
Number of risk events by type	Yes
Number of risk events by severity (H/M/L)	Yes
Description of high priority incidents and resolution approach	Yes
inancial Performance	
Budget forecast vs. expenditure (by month)	
Commissioning back-office costs	Yes
Commissioning & ongoing monitoring costs	Yes
Service Provider - Navigator	
costs	Yes
Service Provider - other costs	Yes
Cost-effectiveness (cost per whānau)	Yes
Financial ratios	
Cost / outcome	Yes
Return on Investment	No
Social Return on Investment	No
lesourcing	
Staff numbers	
Number of staff employed by the CA	No
Number of open roles	No
Number of Navigators in the Region (qualified) vs target (FTE)	Yes
Absolute number of Navigators	No
Volunteer numbers (if applicable)	Yes
Commentary on Navigator numbers	Yes
Navigator-to-whānau ratios	Yes
Support services availability	Yes
Technology and digital resources usage	No
ervice Provider level data	
lumber of Service Providers	
Active Service Providers by type (health, education etc)	Yes
Number of new Service Providers this period	Yes

Field	Mandatory
Number of Service Providers offboarded this period	Yes
Commentary on Service Provider	
churn	Yes
Planned expansions / new services	No
Geographical reach of Service Providers	
Number of Service Providers per region	Yes
Travel distance analysis.	Yes
Regional service gaps/high demand areas.	Yes
Service Provider density per capita.	Yes
Service delivery models (in-person, online). Yes	
Whānau Ora Progression Data	
Whānau Ora Progression Score	
Population average score	Yes
Population metrics by WO outcome	
Population average score by WO outcome	Yes
Number of whānau in each WO outcome score (1-4) Yes	
Movements between progression levels (overall)	
Number of movements between progression levels overall) Yes	
Number of movements between progression levels (by Pou)	Yes
Commentary on Whānau Ora Progression this period	Yes

#### Table 19: Data fields to be reported to Statistics New Zealand

Field	Mandatory
Identifier	
Individual identifier for all individuals	
National Health Identifier (NHI)	No
Social Welfare Number (SWN)	No
Full Name	Yes
Address	Yes
Gender	Yes
DOB	Yes
Unique whānau identifier	Yes
Whānau Engagement	
Date onboarded to Whānau Ora	Yes
Date Offboarded from Whānau Ora	Yes

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### **Appendix C: RFP Response Form**

Appendix C: RFP Response Form is provided as a separate file.

### **Appendix D: Outcome Agreement**

Appendix D: Outcome Agreement is provided as a separate file.

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.....

## Appendix E: Stats NZ single data collection agreement with non-public sector agency template



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[Agency logo]

## **Data Sharing Agreement**

### between

## [Agency name]

### and

## **Statistics New Zealand**

Date: [date of last signatory: MMM YYYY]

For the purpose of recording the collection, disclosure, and sharing of data between the Parties.

#### 1. Parties

1.1. [Agency name (Agency abbreviation)]

1.2. Statistics New Zealand (Stats NZ)

#### 2. Definitions

1.3. In this Agreement the following definitions apply, unless the context requires otherwise:

Agreement means this Data Sharing Agreement and any Schedules or Appendices to this Agreement.

**Data** means all data and information to be shared between the Parties as recorded in this Agreement.

Party means a party to this Agreement (and together, the Parties).

Schedule means an attachment to this Agreement outlining any data to be shared.

**Appendix** means an attachment to this Agreement that provides further technical detail about any data to be shared.

#### **3.** Background

- 1.4. Stats NZ is New Zealand's official data agency. Stats NZ collects data from people and organisations, publishes insights and data about New Zealand, and supports other to use the data.
- 1.5. [Agency abbreviation] ...
- 1.6. Stats NZ wishes to request data from [Agency abbreviation] under the [the Act as legal authority], as [purpose and permitted use justifying data sharing].

#### **4.** Purpose and effect of Agreement

- 1.7. The purpose of this Agreement is to record the sharing of data including, but not limited to, the data to be shared, the legal authority enabling the data sharing, and the purpose and permitted uses of the data.
- 1.8. This Agreement confirms the relationship between the Parties based on a spirit of goodwill and cooperation.
- 1.9. If there are changes to Government policy or agency practice which may affect the purpose or operation of this Agreement, the Parties agrees to:
  - 1.9.1.inform the other of those changes; and
  - 1.9.2. review any aspects of this Agreement as required.

1.10. Any Schedules and Appendices attached to this Agreement form part of the Agreement.

#### **5.** Term, Review, Variation, and Termination

- 1.11. This Agreement commences on the date it is signed by the Parties.
- 1.12. This Agreement continues in effect until it is terminated in accordance with clause 5.6.
- 1.13. The Parties can agree to review this Agreement at any time.
- 1.14. The Parties can agree to vary this Agreement at any time.
- 1.15. Any variation to the Agreement will take effect once it is set out in writing and signed by the Parties.
- 1.16. The Parties can agree to terminate this Agreement with 90 days' notice in writing.
- 1.17. Any expectations to comply with obligations relating to security of the data, retention and disposal of the data, privacy and security breaches will survive the termination or expiry of this Agreement.

- 6. Data to be Shared
  - 1.18. The sharing of data will comply with all relevant legislation including, but not limited to, the Data and Statistics Act 2022 and the Privacy Act 2020.
  - 1.19. The Data under this Agreement includes:
    - 1.19.1. [enter adequate description of data: e.g., name, unit type, population, qualified measure, dimensions]

#### 7. Purpose and Use of the Data

1.20. The purpose and permitted uses of the Data under this Agreement includes:

1.20.1. [enter purpose and permitted use of the Data under this Agreement: e.g., the production of official statistics]

#### **8.** Legal Authority to collect

1.21. The legal authority enabling the collection of the Data by Stats NZ will be:

1.21.1. [enter relevant legislation: e.g., Data and Statistics Act 2022, Section 22(c)(i)].

#### **9.** Legal Authority to disclose

1.22. The legal authority enabling the disclosure of the Data by [providing Party] will be:

1.22.1. [enter relevant legislation: e.g., Data and Statistics Act 2022, Section 32].

#### **10.** Cost

- 1.23. The Parties will bear their own costs in relation to this Agreement.
- 1.24. No Party will incur costs payable by the other party under this Agreement without the agreement of the other Party.

#### **11.** Security Classification of the Data

- 1.25. The Data will have a security classification of [enter classification].
- 1.26. The Parties will ensure that its employees, contractors and third parties handling the Data will comply with:
  - 1.26.1. any relevant legislation including, but not limited to, the Data and Statistics Act 2022, and the Privacy Act 2020; and
  - 1.26.2. the mandatory requirements for the handling of information classified as [enter classification] under the New Zealand Government Security Classification Systems, Protective Security Requirements (PSR).

#### **12.** Security Controls

- 1.27. The Data will be protected from loss, unauthorised access, modification, and use and disclosure, both in transit and at rest, and whether inside or outside the Parties' business systems environment.
- 1.28. Staff (including contractors) will be granted access to the Data in accordance with the Parties' existing access control policies.
- 1.29. Access to the Data will be granted only when a person requires access as part of their role and removed when no longer required.
- 1.30. Everyone authorised to access, use, and disclose the Data is appropriately trained to handle that Data, is aware of their responsibilities and is aware of the conditions and restrictions on use and disclosure of that Data.

#### 13. Method of Sharing

1.31. The Data will be shared by way of secure [enter agreed data transfer method].

#### 14. Frequency of Sharing

1.32. The frequency by which the data will be shared under this Agreement will be recorded in the relevant Appendix.

#### **15.** Retention and Disposal of the Data

- 1.33. The Data will be retained and disposed of according to Disposal Authorities issued under the Public Records Act 2005 (PRA). The Disposal Authorities provide formal authorisation for the disposal of records in accordance with the provisions in section 18 of the PRA.
- 1.34. The Data will have a Disposal Authority class of [enter DA class].

#### 16. Privacy and Security Breaches

- 1.35. A Party must notify the other Party of any actual or suspected unauthorised access to or use or disclosure of the Data as soon as practical after the actual or suspected breach is identified.
- 1.36. The Parties must investigate any actual or suspected unauthorised access, use or disclosure of the Data.
- 1.37. Where the breach, or suspected breach, has caused or has the potential to cause serious harm to the affected individuals, the Parties will agree on who is responsible for ensuring that affected people receive appropriate help and that the notifiable breach provisions of the Privacy Act 2020 are complied with.
- 1.38. If either Party has reasonable cause to believe that a breach of any other security provision in the Agreement has occurred or may occur, that Party may undertake any investigations that it considers are necessary.
- 1.39. Where an investigation is commenced (by either Party or by a regulator), the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.

#### **17.** Privacy Act and Official Information Act Requests

- 1.40. The Parties will provide any reasonable assistance to one another to make sure the response to a request is timely and appropriate.
- 1.41. A Party may transfer a request for the Data to the other Party if required.

#### **18.** Disputes Resolution

- 1.42. If a dispute arises in relation to the Agreement in general, each Party will use all reasonable efforts to:
  - 1.42.1. notify the other Party as soon as practicable.
  - 1.42.2. work together to identify the reasons for the problem and what can be done to remedy it.
  - 1.42.3. agree any changes that may be required, such changes to be agreed in writing.
  - 1.42.4. continue complying with this Agreement where practicable.
- 1.43. Where agreement cannot be reached, the issue can be escalated, and the appropriate person from each Party can be asked to work together to resolve the issue.

#### **19.** Relationship Management

- 1.44. Each Party will nominate a Relationship Contact and a Technical Contact to facilitate and support the relationship between the Parties to this Agreement, and to provide operational oversight of the Data.
- 1.45. The Relationship Contact will have oversight of the operation of this Agreement and be the first point of contact for each Party with regards to the operation of this Agreement.

- 1.46. The Technical Contact will be responsible for any issues relating to the Data, the method of data sharing, and the security of the Data.
- 1.47. The same or different people may be nominated as both contacts.
- 1.48. Details for these contacts are recorded in Schedule 1: Contacts.
- 1.49. Parties will notify the other Party in writing of any changes to their nominated contacts as soon as practicable and update the details below.

## **Signatories**

Signed for and on behalf of [Agency abbreviation]

.....

Date: ...../..../.....

[\*insert Name]

[\*insert Role in Organisation]

[\*insert Business Group]

Signed for and on behalf of Stats NZ

•••••••

Date: ...../...../.....

[\*insert Name]

[\*insert Role in Organisation]

[\*insert Business Group]





## Schedule 1: Contacts

The purpose of this Schedule is to record the details of the contacts nominated by each Party.

[Agency abbreviation]	[Agency abbreviation]
Relationship Contact	Relationship Contact
Name	Name
Role	Role
Business group and Business area	Business group and Business area
Email	Email
Phone	Phone
Effective date	Effective date
Technical Contact	Technical Contact
Name	Name
Role	Role
Business group and Business area	Business group and Business area
Email	Email
Phone	Phone
Effective date	Effective date

# Stats NZ - Appendix 1 to Data Sharing Agreement: Data Specifications

#### 1. Data Specification

1.1. This Appendix contains the basic specifications of the Data under this Agreement. The detailed specifications for this data are recorded in the following data specification:
 1.1.1.[enter the file name of the data specification – if one exists]

#### 2. Dataset: [enter dataset / data series name]

- 1.1. Frequency of Sharing: [enter frequency]
- 1.2. Date of Sharing: [enter the date required or expected; this can include a rule-based date, such as 'the first Friday of April'].
- 1.3. Variables to be shared:

Variable order	Variable name	Variable label

#### 3. Appendix Signatories

Signed for and on behalf of [Agency Abbreviation]

Date: ...../...../.....

[\*insert Name] [\*insert Role in Organisation] [\*insert Business Group]

Signed for and on behalf of Stats NZ

[\*insert Name] [\*insert Role in Organisation] [\*insert Business Group] Date: ...../...../.....





This Appendix F outlines the general process expected for Whānau Ora Commissioning Agencies to deliver data from individuals/Service Providers to Stats NZ, for integration to the IDI. Additional steps may be taken to accommodate specific conditions or changing requirements.

#### 1. Data Specification

Stats NZ requires detailed information about the data Whānau Ora commissioning agencies will provide to ensure clarity about its scope, structure, and properties. Stats NZ will provide guidance to outline requirements for data specification.

#### 2. Data Sharing

Stats NZ typically relies on a Secure Electronic File Transfer service called Shift-IT. Commissioning Agencies can transfer data files via web client (HTTPS transfers) or SFTP (Secure File Transfer Protocol). Stats NZ will work with data providers to set up the most suitable transfer method.

#### 3. Data Provision

Using the chosen secure file transfer method, commissioning agencies will need to provide data that aligns with the agreed-upon data specifications at regular intervals. This may involve submitting a sample dataset for testing, especially if the data collection contains a large number of records or delivering the complete dataset as it would be provided during regular submissions.

Once Stats NZ receives the Whānau Ora data, it will be tested and integrated into the Integrated Data Infrastructure (IDI). After successful validation and testing, the data collection process will be established as an ongoing arrangement. Authorised users will be able to access the data in the IDI according to the permissions managed by Stats NZ's Data Lab team.

#### 4. Ongoing Data Collection and Integration

The data collection and integration will continue until either a new information need or data quality issue is identified. Should this occur, Commissioning Agencies are expected to work with Stats NZ and Te Puni Kōkiri and address any changes or concerns related to data collection.



Whānau Ora Commissioning Services Appendix F: Process for Establishing a new data collection by Stats NZ and integration into Data products



## **Appendix C: RFP Response Form**

## Whānau Ora Commissioning Services



## **Instructions for Respondents**

## **RFP Response Form**

- Please use this RFP Response Form to submit all information when responding to our RFP.
- Before starting to complete this form please make sure that you have read the RFP in full and understand our Requirements (RFP Section 2), the RFP Evaluation (RFP Section 3) and the Terms and Conditions (RFP Section 4).
- All sections of the RFP Response Form need to be completed.
- It is important that you do not change the structure (section headings and sequence). Changing this structure will make it harder for the evaluators to find relevant information quickly.
- If anything is unclear or you have any questions, email the Te Puni Kōkiri Point of Contact at <u>RFP-Whānau Ora@tpk.govt.nz</u> before 5pm, 12 December 2024, the Deadline for Questions.
- All communication with Te Puni Kōkiri regarding this RFP must be directed via email to the Te Puni Kōkiri Point of Contact. Communications will not be managed via GETS.
- We have included supplier tip boxes in this RFP Response Form to help you understand what is required. The areas highlighted in yellow indicate where you are to write your response.
- Remember to delete the supplier tip boxes and remove the highlight from your answers before sending us your response they are for your use only.
- Where a Respondent believes a question is not relevant to their Proposal, Respondents must indicate "N/A" or "Not Applicable" against the respective question number.
- Where a Respondent chooses not to respond to a question, then the Respondent must indicate "No Comment" against the respective question number.
- Any response that only states "to be discussed" or similar will be treated as the Respondent having not answered the question and will be scored accordingly.
- Ensure the declaration at the end of this RFP Response Form is signed prior to submission. If you are a Consortium Lead, this must be signed by all partners included in your Proposal.
- Email your Proposal to the Te Puni Kōkiri Point of Contact at <u>RFP-Whānau Ora@tpk.govt.nz</u> as a discrete electronic file labelled: [Supplier Name] RFP Response.
- Proposals need to be submitted before 12pm, 19 December 2024, the RFP Closing Date.

[insert respondent logo]

## **RFP Response Form**

In response to the Request for Proposal for:

Whānau Ora Commissioning Services

Issued by: Te Puni Kōkiri

From: [Respondent Name] Date submitted: [insert date of submission]

## **Section 1. About the Respondent**

<b>(i)</b> Supplier	<ul> <li>The section provides Te Puni Kōkiri information about your Proposal and identifies your Point of Contact for the duration of the RFP process.</li> <li>If an item is not applicable e.g., you do not have a registration number complete the box by stating 'not applicable'.</li> </ul>
tips	• If you are submitting a joint or consortium Proposal complete an 'Our profile' table for each Respondent. Cut and paste the table as appropriate. Provide only one Point of Contact for your Proposal.

• If your profile composition has changed from your Registration of Interest, please fully detail the changes under Section 1.3 Consortium Partner Details.

## 1.1 Our Profile

#### Choose one of these statements to complete, and delete the others

This is a Proposal from [insert the name of your organisation] (the Respondent) alone to supply the Requirements.

#### OR

This is a [<mark>joint/consortium</mark>] Proposal from <mark>[insert the name of your organisation]</mark> and <mark>[insert the name of the other organisation/s] (</mark>together the Respondents) to supply the Requirements.

ltem	Detail
Has your profile changed from your Registration of Interest?	Yes / No
If 'yes', please fully detail the changes.	

### Respondent (or Lead Respondent if a Consortium)

ltem	Detail	
Trading name:	[insert the name that you do business under]	
Full legal name (if different):	[if applicable; otherwise "same as Trading name")]	
NZ Business Number:	[insert your organisation's NZ Business Number here]	
Type of entity (legal status):	[sole trader / partnership / limited liability company or other entity / other please specify]	
Registration number:	[if your organisation has a registration number insert it here e.g., company registration number]	
GST registration number:	[NZ GST number / if overseas please state]	

## 1.2 Our Point of Contact

ltem	Detail
Contact person:	[name of the person responsible for communicating with Te Puni Kōkiri]
Position:	[job title or position]
Phone number:	[landline]
Mobile number:	[mobile]
Email address:	[work email]

## 1.3 Consortium Partner Details

Item	Detail
Has your Consortium Partner profile changed from your Registration of Interest?	Yes / No
If 'yes', please fully detail the changes.	

Your Consortium Partner Details below must fully reflect all member of the proposed consortium.

ltem	Detail	
Trading name:	[insert the name that you do business under]	
Full legal name (if different):	[if applicable; otherwise "same as Trading name")]	
NZ Business Number:	[insert your organisation's NZ Business Number here]	
Type of entity (legal status):	[sole trader / partnership / limited liability company or other entity / other please specify]	
Registration number:	[if your organisation has a registration number insert it here e.g., company registration number]	
GST registration number:	[NZ GST number / if overseas please state]	

#### [Repeat box as often as needed)

## Section 2. Scope of Interest

The regions are described in Appendix A of the RFP.
Respondents can only submit a Proposal for the regions they have been shortlisted for and may not apply for any other region as part of their Proposal.

Scope of interest	Detail	
Please confirm which region(s) you have been	Region 1: Northland, Auckland and Waikato	
shortlisted for to provide Whānau Ora Commissioning Services.	<b>Region 2:</b> Bay of Plenty, Gisborne, Hawke's Bay, Taranaki, Manawatū-Whanganui and Wellington	
	<b>Region 3:</b> Tasman, Nelson, Marlborough, Canterbury, West Coast, Otago and Southland	
	<b>Region 4:</b> National service focused on delivery methodologies that can deliver for Pacific peoples across Aotearoa New Zealand	

## Section 3. Due Diligence



- In this section you are asked to describe the position of your organisation on some matters of due diligence.
- Please respond to each question or mark as n/a if not applicable

Respondent History	Detail
Explain the ownership structure and key	
stakeholders, providing details of	
shareholdings, ultimate parent companies	
and the beneficiaries of any trust in the	
structure.	

Provide an insight into the scale of the current overall activities of the Respondent, e.g. the number of FTE's employed or contracted; the value of key contracts.	
Claims and/or Disputes	Detail
Advise of any material changes to the position disclosed in your ROI response regarding claims or disputes, whether with workers, trade unions or any other party.	
Include a full list of all allegations made against the Respondent in respect of this disclosure.	
Outline the nature of any and all claims or dispute which has arisen since your ROI response, whether with workers, trade unions or any other party.	
Outline the nature of any and all current or pending inquiries to which you and/or one or more Consortium Partners are subject, indicating whether the potential outcomes may have reputational and / or financial impacts.	
Te Puni Kōkiri needs to assess the potential for claims, disputes or inquiries to adversely impact on your ability to provide the services.	
For all current claims, disputes or inquiries advise (as appropriate) the amount of the claim, the nature of the claim, when it was made and the current status. When describing the nature of any current claim, dispute or inquiry please include a full list of all allegations made against the	

Respondent. You should not disclose any legal advice you may have received.	
Governance & Management	Detail
Provide a list of Directors / Trustees and Senior Management of your business and their relevant business experience	
Provide an organisation chart for the business and Consortium Partners, showing key responsibilities.	
Financial Information	Detail
Provide audited accounts for the last three financial years. If audited accounts are not available for all three years, unaudited accounts or management accounts can be provided for the most recent year in place of audited accounts for that year.	
Advise Insurance coverage in place including the risks insured and caps applying.	
Compliance & Certifications	Detail
Provide details of the systems and processes in place to ensure system and data security to avoid breaches of privacy and loss of data. You should also advise the steps you will take to ensure Service Providers also have appropriate protections in place.	
Advise what skills, qualifications and relationships do you recognise as being relevant or important for Navigators.	
Provide details of any Respondent accreditations or memberships.	

Health & Safety	Detail
Advise the health and safety policies and	
processes in place, including the steps you	
will take to ensure Service Providers	
appropriately manage the health and	
safety of staff, contractors and the people	
they support.	

## Section 4. Response to Requirements

1	<ul> <li>In this section you are asked to provide your response to our Requirements (RFP Section 2) by demonstrating your organisation's ability to meet our evaluation criteria (RFP Section 3).</li> </ul>
Supplier tips	• If there is anything that you do not understand, ask our Point of Contact to clarify.
	<ul> <li>If any information you provide is commercially sensitive to your organisation, you must let Te Puni Kōkiri know. Please mark the information 'commercially sensitive' or 'Confidential Information'. Please note that it is not acceptable to render this whole document confidential unless this is truly the case. Te Puni Kōkiri has a duty to protect Confidential Information subject to the exceptions in the RFP 's Terms and Conditions (RFP Section 4.9).</li> </ul>
	• If part of an answer is in another document e.g., a marketing brochure, copy and paste the relevant extract into your Proposal. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Proposal.
	• You may include information not specifically requested by us in your Proposal, but only if it adds value and is relevant to our requirements.
Vuestiene	Polating to the Evaluation Critaria

### Questions Relating to the Evaluation Criteria

1	•	Here you are asked to answer questions relating to the evaluation criteria. Your Proposal will be scored against your answers to these criteria.
Supplier tips	•	Consider the % weighting for each criterion. The higher the weighting the more important it is. Take the weightings into account in deciding how much detail to include.
	•	If you have made any assumption about the requirements or about your proposed delivery, clearly state the assumption.

### 4.1 Understanding of requirements and key outcomes (10%)

4.1.1	Understanding of requirements and key outcomes sought	10%
a)	Confirm your understanding of the requirements and key outcome Kōkiri seeks and describe how your Proposal will contribute to and achieving those outcomes.	
	[insert your answer here]	

# 4.2 Approach i.e. how will you provide the Services once implemented (35%)

4.2.1	Whānau-centred Commissioning Services are provided across the region, including in areas of highest need	10%
a)	Discuss how you will provide whānau-centred Commissioning Serv coverage across the region you are applying for. Include how you ensure services are whānau-centred and are channelled to the area the highest needs.	will
	[insert your answer here]	
b)	Outline how you will develop Regional Workforce Plans, how you w the demand for Navigators in your region, what activities you will u develop the supply of Navigators and how you will increase the cor Navigators so that they meet the needs of your community [insert your answer here]	ndertake to
c)	Outline how you will encourage Service Providers to apply publishe rates (https://www.publicservice.govt.nz/assets/Uploads/Pay-Spine-and-Tra sheet.pdf) to Navigators. How will you monitor this and adjust the fu to Service Providers so that Service Providers are incentivised to pa against the pay equity spine? [insert your answer here]	nslation-fact- Inding passed

4.2.2	Processes, systems and controls	10%
a)	Describe the processes, systems and controls that will ensure the Commissioning Services and the services provided by Service Provi whānau will be cohesive, consistent and provided in accordance wi practice.	
	[insert your answer here]	
b)	Explain how you will ensure needs and aspirations of whānau are u planned for and progressed.	understood,

	[insert your answer here]
c)	Describe your processes for investment planning (including Regional Needs Analysis, planning for both capacity and coverage, including for Navigators, Service Providers and other required workforce).
	[insert your answer here]
d)	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.
	[insert your answer here]
e)	In terms of personnel (permanent, fixed term, contractors or consultants) describe the team structure, including roles, responsibilities and utilisation (and your named key personnel that you expect will be involved) to effectively provide the services required by Te Puni Kōkiri.
	[insert your answer here]
f)	Provide details of the controls in place to appropriately manage and monitor cashflows. This includes payment authorisations and fully accounting to Te Puni Kōkiri for receipt and application of agreed funding for Commissioning Agency activities and agreed funding for Service Providers activities
	[insert your answer here]
g)	Describe how you would manage Service Providers (including contract management) and optimize Service Provider performance, including encouraging the development of whānau Navigator capabilities and realising outcomes for whānau.
	Explain how you will effectively use these systems and services to optimise Service Provider performance and outcomes for whānau.
	[insert your answer here]

h)	Describe any services or systems or processes you will require Service Providers to use or work to, and if so, will there be any fees or charges for Service Providers? If so, provide details around how these will be calculated and charged?
	[insert your answer here]
i)	Describe how you would manage the cost structure of your Commissioning Agency so that it can effectively and sustainably operate within the available funding (attached to FTE Navigator funding) for Commissioning Services.
	[insert your answer here]
j)	Describe the practices and processes you will use to ensure the effective programme and project management of the delivery of services and management of risk.
	[insert your answer here]
k)	Provide a copy of your conflict of interest policy, and your code of conduct policy.
	Outline your conflict of interest plan for monitoring, managing and reporting on an ongoing basis to Te Puni Kōkiri actual or potential conflicts of interest, whether due to financial, whānau, Iwi, Hapū, political or other links or connections between governance and senior management personnel within your own organisation and whānau receiving services and / or Service Providers providing them.
	[insert your answer here]
l)	Describe how you envisage interaction and cooperation with Te Puni Kōkiri working in practice.
	[insert your answer here]
m)	Describe how you will ensure ongoing improvement and innovation for your organisation.
	Discuss how you see collaboration and co-operation with other Commissioning Agencies working, and any barriers to be overcome. Explain how you propose to address these challenges.

	[insert your answer here]
n)	Please state any assumptions that you have made in relation to your Proposal related to this section.
	[insert your answer here]

4.2.3	Data capture, sharing, storage and reporting	15%
a) Describe how you will meet the requirements related to individual-le sharing as outlined in Section 2.6.3, table 8 of the RFP, including your provide tabular machine-readable data.		
	[insert your answer here]	
b)	Describe how you will meet the high-level requirements related to and ensuring performance of Service Providers (as outlined in Sect table 8 of the RFP).	0
	[insert your answer here]	
c)	Describe your ability to meet the high-level reporting requirements the Whānau Ora Progression Framework (as outlined in Section 2.6 any barriers to be overcome and explain how you propose to addr challenges.	5.1). Discuss
	[insert your answer here]	
d)	Describe how you will meet the high-level requirements related to Commissioning Agency performance monitoring, including financia performance (as outlined in Section 2.6.3, table 8 of the RFP).	al and delivery
	[insert your answer here]	
e)	Describe the process you will engage to undertake a three yearly R Needs Analysis and development of a three-yearly Investment Plar how you will engage the communities in your region in the develop Investment Plan and completion of the Regional Needs Analysis.	n. Outline
	[insert your answer here]	

f)	Detail the systems and processes you will have in place to ensure and improve data accuracy and traceability of data.
	[insert your answer here]
g)	Detail the systems and processes you will have in place to ensure system and data security to avoid breaches of privacy and loss of data. Please advise the steps you will take to ensure Service Providers also have appropriate protections in place.
	[insert your answer here]
h)	Please state any assumptions that you have made in relation to your Proposal related to this section.
	[insert your answer here]

# 4.3 Implementation and transition i.e. how will you get services in place (15%)

4.3.1	Implementation and Transition Plan	15%
a)	) Provide your proposed implementation and transition plan for the deliv Commissioning Services to be in place for 1 July 2025, covering (at a min the following:	
	<ul> <li>a) Team structure, including roles, responsibilities and utilisation named key personnel that you expect will be involved) to efficient manage the implementation and transition;</li> <li>b) Systems, operating processes and controls;</li> <li>c) Investment planning and governance;</li> <li>d) Information and reporting, including IDI, performance and V Progression Framework reporting capability;</li> <li>e) Connections with Service Providers across the region;</li> <li>f) Connections with Iwi, Hapū and communities across the regin areas of highest need;</li> <li>g) Consistent communication to all impacted stakeholders;</li> <li>h) Training and recruiting required for Navigators across the geregion in line with deprivation data;</li> <li>i) Approach to maintaining service quality and ensuring contracompliance (if relevant).</li> </ul>	Fectively Whānau Ora ion, including eographic
	[insert your answer here]	
b)	Outline how you will approach and the timeframe to ramp-up to fu number of regional Navigators outlined in Table 11 (Whānau Ora N by Regional Authority) in the RFP Section 2.6.6 (Commitment to Nav Numbers). Outline your approach to partnering with Service Provid achieve this. Outline any barriers to delivering the expected number of Navigato	avigator FTEs vigator ers to
	region (as outlined in Table 11). Explain how you propose to address these challenges.	
	[insert your answer here]	

c)	Outline the approach you will take to establishment of your Investment Board including:
	a) an outline of the Investment Board Terms of Reference
	b) how the membership will reflect the full extent of the geographic region
	c) how membership will ensure community needs are fully represented
	d) timeline
	[insert your answer here]
d)	Describe how you will use the Investment Plan to commission Service Providers
	and to provide the required Navigator profile and Other Whānau Initiatives (as
	outlined in section 2.2.3 of the RFP.
	[insert your answer here]
e)	Outline the approach you will take to implement the reporting framework across
	your Service Provider network so that the social return on investment from your
	commissioning activities is clearly understood.
	Outline any barriers to delivering the Social Investment framework and
	associated data requirements in your region (as outlined in section 2.2.1 of the
	RFP). Explain how you propose to address these challenges.
	[insert your answer here]
f)	Similarly, outline any barriers to delivering the finance and performance
	reporting requirements (as outlined in section 2.6.3 of the RFP).
	Explain how you propose to address these challenges.
	[insert your answer here]
g)	How will whānau transition between Service Providers or to other
	Commissioning Agencies (prioritising cultural and emotional wellbeing,
	individual support and regular communication to minimise disruption)?
	[insert your answer here]
h)	Please state any assumptions that you have made in relation to your Proposal
	related to this section.
	[insert your answer here]
	[insert your answer here]

4.4 4. Response to and level of acceptance of the terms of the Outcome Agreement (40%)

4.4.1	Acceptance of the Outcome Agreement within an acceptable timeframe and on terms acceptable to Te Puni Kōkiri	40%
a)	See Section 5 below.	

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# Section 5. Outcome Agreement

1	•	In Appendix D of the RFP we have provided the template form of the Outcome Agreement that we intend to use for the purchase and delivery of Commissioning Services.
Supplier tips	•	We need to know whether or not you are prepared to do business based on the Outcome Agreement.
	•	Respondents are to provide a marked-up version of the Outcome Agreement as part of their Proposal.
	•	Respondents must provide itemised, well-justified comments for any proposed amendments to ensure Te Puni Kōkiri understands the rationale behind any requested changes
	•	If you do not propose any amendments, you will be deemed to have accepted the terms and conditions in the Outcome Agreement in full.
	•	Respondents should note that:
		<ul> <li>no new amendments may be introduced to the Outcome Agreement by a Respondent during the negotiation stage (if the Respondent proceeds to that stage); and</li> </ul>
		<ul> <li>any significant deviations to the Outcome Agreement introduced by a Respondent during negotiations could lead to negotiations ceasing and the Respondent's proposal no longer being considered.</li> </ul>
	•	Section 3 of the RFP describes how we intend to evaluate your response to our Outcome Agreement.
	•	In deciding which Respondent/s to select as preferred Respondents Te Puni Kōkiri will take into account:
		<ul> <li>The extent to which each Respondent is likely to contract on terms acceptable to us;</li> </ul>
		<ul> <li>The extent to which negotiations are likely to be protracted or straightforward; and</li> </ul>
		<ul> <li>The extent to which negotiated terms are likely to be more or less favourable to us than those likely to be achieved through negotiations with other Respondents.</li> </ul>
	•	If it is assessed that the likelihood of agreeing a contract is not possible or will only be possible with the investment of a significant amount of time and/or cost, Te Puni Kōkiri may at its sole discretion reject that Proposal for that reason alone.

#### Choose one and delete the other:

Having read and understood the Outcome Agreement detailed in RFP Appendix D, I confirm that these terms and conditions are acceptable. If successful, I agree to sign a Contract in the form of the Outcome Agreement, with no material amendments to the terms and conditions unless otherwise agreed with Te Puni Kōkiri.

OR

Having read and understood the Outcome Agreement detailed in RFP Appendix D, I have attached a marked-up version of the Outcome Agreement with our proposed amendments in mark-up, accompanied by commentary to explain each amendment. If successful and agreement is reached on these amendments, I agree to sign a Contract in the form of the Outcome Agreement.

## Section 5. Stats NZ Data Sharing Agreement

1	<ul> <li>In Appendix E of the RFP, we have provided the template form of the Stats NZ data sharing agreement that Stats NZ requires to be used for individual-level data sharing.</li> </ul>
Supplier tips	• In the template Outcome Agreement, you are required to enter into the Stats NZ data sharing agreement as a pre-condition to receiving funding under the Outcome Agreement, and termination of the Data Sharing Agreement will be a material breach of the Outcome Agreement.
	• In this RFP Response Form, we request your confirmation that you are prepared to enter into the data sharing agreement with Stats NZ. Te Puni Kōkiri notes that that this is not positioned as a mandatory criterion, but you should be clear that Te Puni Kōkiri will not accept any amendments to the template form of the Data Sharing Agreement in Appendix E of the RFP.

Having read and understood the Stats NZ Data Sharing Agreement detailed in RFP Appendix E, I confirm that these terms and conditions are acceptable. If successful, I agree to sign an agreement with Stats NZ in the form of the Data Sharing Agreement in Appendix E of the RFP, with no material amendments to the terms and conditions unless otherwise agreed with Te Puni Kōkiri and Stats NZ.

### [Confirmed / Not Confirmed]

Section 6. Our Declaration			
Supplier tips	<ul> <li>Remember don't you</li> <li>Remember authorised declaration</li> <li>If you are Responder</li> </ul>	must make a formal declaration. er to select 'agree' or 'disagree' at the end of ea will be deemed to have agreed. er to get the declaration signed by someone wh d to sign and able to verify each of the element on e.g., Chief Executive or a senior manager. submitting a joint or consortium Proposal, eac ent (supplier involved in the joint or consortium splete a separate declaration.	no is ts of the :h
Responde	nt's declarati	on	
Торіс		Declaration	Respondent's declaration
RFP Process, Terms and Conditions:		l/we have read and fully understand the RFP, <mark>including Section 4: Terms and</mark> <mark>Conditions</mark> . I/we confirm that Respondent/s agree to be bound by them.	[Agree / Disagree
Collection of further information:		<ul> <li>The Respondent/s authorises Te Puni Kōkiri to:</li> <li>a. collect any information about the Respondent, except commercially sensitive pricing information, from any relevant third party, including a referee, or previous or existing client</li> <li>b. use such information in the evaluation of this Proposal.</li> <li>The Respondent/s agrees that all such information will be confidential to Te Puni Kōkiri.</li> </ul>	[Agree / Disagree
Requirements:		I/we have read and fully understand the nature and extent of Te Puni Kōkiri Requirements as described in Part B. I/we confirm that the Respondent/s has the necessary capacity and capability to fully meet or exceed the Requirements and will be available to deliver throughout the relevant Contract period.	[Agree / Disagree

Ethics:	In submitting this Proposal, the Respondent/s warrants that it:	[Agree / Disagree]
	<ul> <li>a. has not entered into any improper, illegal, collusive, or anti-competitive arrangements with any Competitor;</li> </ul>	
	<ul> <li>b. has not directly or indirectly approached any representative of Te Puni Kōkiri (other than the Point of Contact) to lobby or solicit information in relation to the RFP; and</li> </ul>	
	<ul> <li>c. has not attempted to influence, or provide any form of personal inducement, reward or benefit to any representative of Te Puni Kōkiri.</li> </ul>	
Conflict of Interest declaration:	The Respondent warrants that it has no actual, potential or perceived Conflict of Interest in submitting this Proposal or entering into a Contract to deliver the Requirements. Where a Conflict of Interest arises during the procurement process the Respondent will report it immediately to the Te Puni Kōkiri Point of Contact.	[Agree / Disagree]

**Details of Conflict of Interest:** [if you think you may have a Conflict of Interest briefly describe the conflict and how you propose to manage it or write 'not applicable'].

### DECLARATION

I/we declare that in submitting the Proposal and this declaration:

- a. the information provided is true, accurate and complete, and not misleading in any material respect
- b. the Proposal does not contain Intellectual Property that will breach a third party's rights
- c. I/we have secured all appropriate authorisations to submit this Proposal, to make the statements and to provide the information in the Proposal and I/we am/are not aware of any impediments to enter into a Contract to deliver the Requirements.

I/we understand that the falsification of information, supplying misleading information or the suppression of material information in this declaration and the Proposal may result in the Proposal being eliminated from further participation in the RFP process and may be grounds for termination of any Contract awarded as a result of the RFP. By signing this declaration, the signatory below represents, warrants, and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature:	
Full name:	
Title / position:	
Name of organisation:	
Date:	



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