**Outcome Agreement**

**Ministry of Social Development**

**(Provider Name)**

|  |  |
| --- | --- |
| **Contract Name** | **Income Related Rent Subsidy Tenancy (IRRS)** |
| **Contract Number** | **XXXX** |
| **Commencement Date** | **14 April 2014** |

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**Summary of Services**

| **Agreement /Reference Number** | **Service Description** | **Start Date** | **Service Location** | **Volume (at any one time)** | **Maximum Volume** | **Agreement Value** |
| --- | --- | --- | --- | --- | --- | --- |
| XXXX | Income Related Rent Subsidy Tenancy Services | 14 April 2014 | TBC | N/A | N/A | N/A |
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**Outcome Agreement**

**Parties**

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

Provider Name, incorporated under the Registration details and having its registered office at XXXX

**Introduction**

1. This Outcome Agreement forms part of the Government’s Streamlined Contracting Framework, along with a set of umbrella terms and conditions known as the “Framework Terms and Conditions” that will apply to contracts between the Purchasing Agency and the Provider relating to social, public health, justice and education services. The Framework Terms and Conditions are posted on <http://www.business.govt.nz/procurement/pdf-library/functional-leadership/contracting-with-ngos/framework-terms-and-conditions-476-kb-pdf> and form an integral part of this Outcome Agreement.
2. This Outcome Agreement describes the:
3. Outcome to be achieved;
4. Services that the Provider will provide to contribute towards achieving that Outcome; and
5. Performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
6. The sections in the Framework Terms and Conditions headed Introduction, “Purpose and Context Statement” and “Relationship Principles” set the relationship background relevant to this Outcome Agreement.
7. The Purchasing Agency confirms that it has signed a Government Agency Agreement with the Co-ordinating Agency.

 **Framework Terms and Conditions – future differences**

If the Framework Terms and Conditions proposed for future general use are ever different to those that apply when this Outcome Agreement is entered into (**Updated Framework Terms and Conditions)**, the following provisions also apply (despite anything else to the contrary):

1. the Purchasing Agency will:
2. advise the Provider of those differences;
3. consider whether if viewed objectively and reasonably, those differences will give rise to a material change to the obligations or entitlements the Provider has under this Outcome Agreement; and
4. if there is a material change (as described in clause (b)(ii) above) consult with the Provider about whether it is appropriate for (A) above to apply to this Outcome Agreement
5. the Framework Terms and Conditions will be those that are incorporated into (or appended to) this Outcome Agreement while the Provider is consulted under (a) above or, if consultation is unnecessary, until such time as the Updated Framework Terms and Conditions are publicly posted on <http://www.business.govt.nz/procurement/pdf-library/functional-leadership/contracting-with-ngos/framework-terms-and-conditions-476-kb-pdf>
6. If the Updated Framework Terms and Conditions will apply to this Outcome Agreement, any Framework Terms and Conditions already incorporated (or appended to) this Outcome Agreement will be deemed to be removed and replaced by those publicly posted Updated Framework Terms and Conditions.

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

* 1. This Outcome Agreement is deemed to incorporate all the Framework Terms and Conditions. Accordingly, the Framework Terms and Conditions apply to the Services under this Outcome Agreement.
	2. Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
	3. The Introduction above forms part of this Outcome Agreement.
1. **Where more than one Purchasing Agency is a party to this Outcome Agreement**

2.1 A reference in this Outcome Agreement to “the Purchasing Agency” means each, any or all of the Purchasing Agencies who are a party to this Outcome Agreement. Any Purchasing Agency may exercise Purchasing Agency rights (as they relate to that Purchasing Agency only) under this Outcome Agreement. Without limiting any collective responsibility the Purchasing Agencies have under the Framework Terms and Conditions, a Purchasing Agency may not represent another Purchasing Agency without that Purchasing Agency’s consent, and may only exercise rights, and is only required to do things relating to itself and Services being provided to it. No Purchasing Agency is responsible for what another Purchasing Agency does, or fails to do, under this Outcome Agreement. For example:

* 1. any extension of the term of this Outcome Agreement is only binding on a Purchasing Agency that provides its written consent to that extension; and
	2. Services, payments, conditions or incentives which are referable to a particular Purchasing Agency only relate to that Purchasing Agency and not the others.

2.2 If a Purchasing Agency does or requests the Provider to do something which the Provider believes conflicts with what another Purchasing Agency requires or has requested, the Provider will advise each affected Purchasing Agency of that conflict and, until the conflict is resolved, the Provider will be entitled to perform the Services as if the thing giving rise to the conflict had not happened.

2.3 The Framework Terms and Conditions set out the commitment Purchasing Agencies make around co-ordinating with the Provider and other Purchasing Agencies to make the provision of reports/information by the Provider, and conducting of any audits of the Service provision and the Provider as efficient and effective as is reasonably practicable. This co-ordination will also take into account that the Provider may have multiple “Outcome Agreements” with multiple “Purchasing Agencies”, including ones who are not a party to this Outcome Agreement..

1. **Term of this Outcome Agreement**
	1. This Outcome Agreement will commence on and may be terminated in accordance with the Framework Terms and Conditions or as otherwise allowed at Law.
	2. MSD intends to review the IRRS service within 12 months of implementation and the Outcome Agreement may be amended by mutual consent to reflecting any change in services.
	3. Not all Services recorded in this Outcome Agreement will be provided throughout the term of this Outcome Agreement, and Appendix 1 identified the term for each Service.
2. **Services, Outcome(s) and performance measures**
	1. The Provider will provide the Services to satisfy the performance measures set out in Appendix 1. The performance measures set out in Appendix 1 for each Service will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.
	2. In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.
3. **Monitoring by the Purchasing Agency**
	1. The Purchasing Agency will undertake and maintain the scheduled monitoring activities at the times and frequencies set out in Appendix 2.
4. **Regular reporting by the Provider**
	1. In providing the Services, the Provider will provide the Purchasing Agency with reports that include the details specified, at the times and frequency set out in Appendix 3.
5. **Regular audits of the Provider**
	1. The Purchasing Agency is currently required or permitted by Law to conduct the following audits of the Provider during the term of this Outcome Agreement. The Purchasing Agency anticipates that those audits will be conducted on or around the time specified in Appendix 4.
6. **Payment**
	1. Subject to the Purchasing Agency’s rights under clause 13.1 to 13.3 of the Framework Terms and Conditions, the Purchasing Agency will pay the Provider the amounts specified for the Service, at the times and subject to any pre-conditions set out in Appendix 5.
7. **Conditions**
	1. The Provider must satisfy or comply with the conditions within the timeframes set out in Appendix 6:
	2. If the Provider fails to satisfy or comply with any of the conditions it is responsible for:
8. the Provider must notify the Purchasing Agency of that failure; and
9. the applicable consequence set out in Appendix 6 will apply and, if none are specified for that condition, the consequence will be that the Purchasing Agency may:
10. require a Remedy Plan to be agreed (if appropriate);
11. suspend some or all of the Services (and suspend payment for those Services) on giving written notice to the Provider;
12. exercise its rights under clause 13.1 to 13.3 of the Framework Terms and Conditions; or
13. exercise its termination rights described in the Framework Terms and Conditions.
	1. This Outcome Agreement is subject to the Purchasing Agency satisfying or complying with the attached conditions within the timeframes set out in Appendix 7.
	2. If the Purchasing Agency fails to satisfy or comply with any of the conditions it is responsible for:
14. the Purchasing Agency will notify the Provider of that failure; and
15. the applicable consequence set out in Appendix 7 will apply and, if none are specified for that condition, the consequence will be that the Purchasing Agency and the Provider will discuss with each other concerning what an appropriate response should be.
16. **Permitted information disclosure**
	1. Despite clause 10 of the Framework Terms and Conditions relating to confidentiality the Purchasing Agency may publish the information on its website or otherwise disclose it to the persons named in Appendix 8, provided that in no circumstances will the Purchasing Agency disclose any personal information about an identifiable individual without the consent of that individual first being obtained.
17. **New Intellectual Property**
	1. Without limiting the intellectual property clauses in the Framework Terms and Conditions, any new Intellectual Property Rights (**New IP**) that will be created by the Provider in connection with the Services will be licensed to the other party or parties in accordance with clause 11.3 of the Framework Terms and Conditions.
18. **Contact Details**
	1. Each party’s initial postal address, physical address, email address, phone number and Relationship Manager details is set out below:

**Purchasing Agency**: Ministry of Social Development

Postal address: PO Box 1556, Wellington 6140

Email address:

Phone number:

Relationship Manager:

**Provider**:

Postal address:

Email address:

Phone number:

Relationship Manager:

1. **Special terms**

14.1 The Purchasing Agency and the Provider also agree that the special terms set out in Appendix 9 also apply to the Provider and/or the Services. Unless there is very clear agreement otherwise, any special terms will be read consistent with the spirit and intent of the Framework Terms and Conditions.

**Signatures**

Signed for and on behalf of the Purchasing Agency as follows:

Signed by Kelvin Moffatt, General Manager, Date

Work and Income

I have a delegation under section 41 of the State Sector Act 1988 to sign for the Ministry.

Signed for and on behalf of the Provider as follows:

Signed by Date

I have authority to sign for the Provider.

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

**Table 1A –Services for Work and Income**

**Outcome (Population):** Affordable and well maintained Housing is available for high needs tenants

**Indicators (Population):** Social Housing Register

**Client Group:** High needs tenants

| **Service** | **Term** | **Contracted volume** | **Unit of Service** | **Performance measure** |
| --- | --- | --- | --- | --- |
| Income Related Rent Subsidy Tenancy | From 14 April 2014 Until termination of the outcome agreement | Not applicable. Subject to individual tenancy referral | IRRS Tenancy | Refer to Reporting Template attached as Appendix 11 |

**The Services are to be provided in accordance with the following Practice Guideline and Service Specification / Guidelines:**

|  |
| --- |
| Income Related Rent Subsidy Tenancy Service Specifications |

**Appendix 2 – Monitoring by the Purchasing Agency**

|  |  |  |
| --- | --- | --- |
| **Services** | **Monitoring activity** | **Time and frequency of monitoring activity** |
| IRRS | Verification of processes being implemented as per contract | Quarterly20 July20 October20 January20 Aprilor as otherwise agreed |

The Purchasing Agency shall give the Provider a written copy of the outcome of each Monitoring or Support visit once the report has been completed.

**Appendix 3 – Regular reporting by the Provider**

All templates that are contained in Service Specifications / Service Guidelines or Practice Guidelines and will be supplied electronically.

|  |
| --- |
| **Reference** | **Service** | **Additional Ministry Staff to receive Reports** | **Reporting Required** | **Date Due** | **Report Type** |
| **XXX** | **IRRS** | **None. All reports to be sent to the specified MSD Contract Relationship Manager** | **Fortnightly** | **Every second Monday** | **IRSS Fortnightly Schedule (Payment Report) as per Appendix 10** |
| **None. All reports to be sent to the specified MSD Contract Relationship Manager** | **Quarterly** | 10 July10 October15 January10 April | **Narrative Report as per Appendix 11** |

**Appendix 4 – Regular audits of the Provider**

|  |  |  |
| --- | --- | --- |
| **Audit and corresponding legal requirement** | **Anticipated timeframe for conducting the audit** | **Purchasing Agency (if more than one)** |
| Maintain registration as a Class 1 Social Landlord under the regulations authorised by Social Housing Reform Act 2013 Carried out by Regulatory Authority | Regulator will advise the purchasing agency of any changes in Class 1 Social landlord Registration status | Not Applicable |

**Appendix 5 –Payment for Services**

**Table 5 Payment Table**

Payments as set out in the table below.

All funding amounts in this agreement are stated exclusive of GST and are payable, on receipt of an appropriate invoice, subject to the terms and conditions of this agreement. Providers cannot submit GST invoices for IRRS. This is because GST is within the claim value of the Income Related Rent Subsidy

| **Payment Number** | **Reference Details** | **Payment Date** | **Instalment Amount** |
| --- | --- | --- | --- |
| N/A | **IRRS** | **Fortnightly, within four working days of receipt of an Invoice and fortnightly IRRS Schedule** | **As per IRRS fortnightly Schedule attached as Appendix 10** |

**Appendix 6 – Conditions the Provider is responsible for**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Condition** | **Consequence, if not satisfied or complied with** | **Last Date to comply** | **Before Services provided? – Yes / No** | **On-going? – Yes / No** | **Purchasing Agency (if more than one)** |
| Legal-Name shall ensure it is listed on the Ministry's Family Services Directory [(http://www.familyservices.govt.nz/directory](http://www.familyservies.govt.nz)) and that the necessary information is updated when required, unless the Service being provided is exempt. The Provider shall ensure it follows the terms of the Outcome Agreement and Framework Terms and Conditions and that its personnel do not commit any criminal or dishonest behaviour that may bring the Purchasing Agency’s reputation into disrepute. |  Formal Notice to comply within 10 working daysSuspend until remedied | 1 April 2014NA | YesNo | YesYes | Not ApplicableMSD |

**Appendix 7 – Conditions the Purchasing Agency is responsible for**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Condition** | **Consequence, if not satisfied or complied with** | **Last Date to comply** | **Before Services provided? – Yes / No** | **On-going? – Yes / No** | **Purchasing Agency (if more than one)** |
| Annual Publication of Housing Needs Analysis  | Escalation of non-compliance to MSD senior management. | By 30 June each year | Yes | Yes | MSD |
| Quarterly updates Social Housing Register demand | Escalation of non-compliance to MSD senior management. | Within four weeks of end of quarter | No | Yes | MSD |
| Notification of changes in rate of IRR/IRRS | Increased rate of IRR for a tenancy will not be applied until 65 days post formal notification | On-going | No | Yes | MSD |

**Appendix 8 – Permitted information disclosure**

|  |  |  |
| --- | --- | --- |
| **Service** | **Information to be published** | **Audience** |
| IRRS | Legal-Name agrees that the Purchasing Agency may make information about this Agreement such as Legal-Name’s name, level of funding and the nature of the Services including the region where the Services will be delivered, available to the public through the Ministry’s online mapping tool.  | Public |

**Appendix 9 –Service Specifications**

**IRRS SERVICES AND STANDARDS**

1. **Introduction**
	1. The Government is undertaking a significant Social Housing Reform Programme. As part of the Social Housing Reform Programme, the Government is introducing a regulatory and funding framework for Community Housing Providers.
	2. These Income Related Rent Subsidy Service specifications outline the service requirements for Community Housing Providers to receive Income Related Rent Subsidies
2. **Interpretation**
	1. In this Agreement the following words shall have the meanings set out below:
		1. Class 1 Social Landlord has the same meaning as defined within the Community Housing Providers Regulations 2014,
		2. IRR Client means a person that has been deemed eligible by MSD for a Income Related Rent Subsidy to be paid on his or her behalf,
		3. IRR Tenant means a IRR Client who has entered into a tenancy agreement with the Provider,
		4. MSD means the Ministry of Social Development,
		5. Unless the context otherwise requires, the following rules of interpretation shall apply to these Services,
		6. the singular includes the plural and vice versa,
		7. where a word or phrase is defined its other grammatical forms have a corresponding meaning; and,
	2. a reference to any legislation includes any amendment, consolidation, re-enactment or replacement of that legislation.
3. **IRRS and Property Standards**
	1. The Provider must maintain each IRR Tenant’s property in accordance with the standards applicable to a Class 1 Social Landlord and complies with all relevant legislative requirements (including the Residential Tenancy Act 1986)
	2. The Provider must maintain registration as a Class 1 Social Landlord during the term of the IRRS service. If the Provider does not maintain its registration the IRRS service may be suspended or terminated without notice.
	3. The Provider will notify the Purchasing Agency of any properties that are about to become vacant or are due to become vacant which would be suitable for IRR clients. Notification of an intended vacancy should be no less than (7) working days prior to the vacancy being available In notifying the Purchasing Agency, the Provider will use the Vacancy Notification Form in supplying this information to the Purchasing Agency (Appendix A).
	4. If the Purchasing Agency is not satisfied a particular property is suitable for an IRR Client, the Provider may not rent the property to an IRR Client.
	5. The Purchasing Agency may refer IRR Clients to the Provider to become possible IRR Tenants of the Provider. Only IRR Clients referred by the Purchasing Agency to the Provider will be eligible for IRRS service.
	6. The Provider cannot accept an IRR Client that has been previously accommodated by the Provider and was a non IRR Tenancy, up to 91 days prior. This clause does not apply to prior IRRS Tenancies or emergency housing. The Purchasing Agency may grant an exemption to this clause in exceptional circumstances.
	7. The Purchasing Agency does not guarantee it will make any or a minimum number of referrals to the Provider.
	8. The Provider must give suitable priority in providing tenancies for IRR Clients that the Purchasing Agency has indicated as high priority.
	9. Following receipt of a client referral the Provider will contact the referred IRR Client to arrange an interview or clients review; following the interview the Provider will inform the Purchasing Agency whether the person is an acceptable tenant.
	10. The Provider will notify the Purchasing Agency whether a referred IRR Client is suitable as soon as possible and no later than ten (10) working days following receipt of referral.
	11. The Provider must review the appropriateness of a property for an IRR Tenant following direction from the Purchasing Agency.
	12. The Provider can submit a schedule of IRR Tenancy market rent reviews to the Purchasing Agency twice a year.
	13. Each market rent increase in relation to an IRRS Tenancy must be approved by the Purchasing Agency. MSD will supply guidelines on the market rent process.
	14. The Provider must ensure that the property is available for an IRR Tenant to take possession on the start date of a tenancy agreement. If the property is not available by the start date, the Provider must provide suitable and satisfactory alternative accommodation until the property becomes available.
4. **IRRS Eligibility**

The Purchasing Agency will not pay a subsidy to the Provider in relation to an IRR Tenant if and when that tenancy ends, regardless of how the tenancy has ended.

* 1. The Purchasing Agency will be under no obligation to make payment for any tenancy that was not been referred to the Provider by the Purchasing Agency.
	2. Where an IRR Tenant is subsequently found after referral to be ineligible, the Purchasing Agency will within five working days of determining this ineligibility inform the Provider of the IRR Clients ineligibility and when the subsidy for that IRR Client will finish. The time between notification and termination date shall be the period of notice for the tenancy termination under the RTA plus ten (10) working days.
	3. The Provider, upon receiving notice from the Purchasing Agency under clause 4.3, will inform the relevant IRR Client within five (5) working days that he or she is no longer eligible to be an IRR Client and his or her rent will no longer be subsidised.
	4. Upon receiving notice under clause 4.3, the Provider may, either, opt to retain a tenant who is no longer eligible to be an IRR Client or terminate the tenancy.
	5. Following a decision under clause 4.5, the Provider must provide notice to the IRR Tennant in accordance with the Residential Tenancies Act 1986.
	6. The Purchasing Agency will calculate the income related rent and notify the Provider if there is any change in subsidy paid for an IRR client. The time between notification and subsidy adjustment date will be at least the period of notice for rental adjustment under the RTA plus five 5 days.
	7. Where an IRR Client transfers to another property the provider is required to seek prior approval from the Purchasing Agency.
	8. The Provider needs to notify the Purchasing Agency of any tenancy ending and the circumstances of the tenancy terminating. The provider must submit to the Purchasing Agency an End of Tenancy form no longer than (5) work days from the end date of the tenancy
1. **Tenancy Service Requirements**
	1. The Provider must advise each IRR Tenant of any change to his or her rent.
	2. The Provider must only charge for renting a rate that has been agreed with the Purchasing Agency for any IRR properties.
	3. The Provider cannot request any additional charges from an IRR Tenant other than rent, excluding the provision of a bond and costs for utilities.
	4. The Provider must ensure that each IRR Tenant has a written tenancy agreement that meets the requirements of the Residential Tenancies Act 1986.
	5. The Provider must ensure that the IRR Tenant is informed of all relevant information related to a property prior to signing the tenancy agreement.
2. **General Standards Applied to Services**
	1. The Provider must:
		1. have sound administrative systems in place and are able to provide accurate records and reports upon request;
		2. notify the Purchasing Agency of any change in circumstances of an IRR Tenant that may affect an IRR Tenant’s rate of IRR that the Provider becomes aware of; and
		3. ensure that the personal privacy and dignity of tenants is respected during the provision of the Services and the Services are provided in a manner which respects and is appropriate to participants’ religious and cultural beliefs and practices, age, gender and disabilities.
3. **Practice Guidelines**
	1. The Provider will accord with the IRRS Community Housing Providers Guidelines document which is incorporated by reference into this Agreement.
	2. The IRRS Community Housing Providers Guidelines is a living document and may be amended as necessary throughout the period of this Agreement.
4. **Security of all personal information**
	1. The Provider may only use the personal information disclosed by the Ministry for the purpose of delivering the IRRS Service as outlined in this Agreement.
	2. The Purchasing Agency may only use the personal information disclosed by the Provider for purposes related to the functions of the Ministry.
	3. The Provider will ensure that:
		1. All personal information received from the Purchasing Agency and from other sources (including the client) is protected at all times from unauthorised access, use and disclosure.
		2. No information is disclosed to other agencies, bodies or persons unless specifically authorised by the Ministry.
		3. Any separate electronic records will be kept on a securely managed computer system and access will only be accessible to employees and direct contractors doing work related to the purpose of the IRRS Service.
		4. Any separate physical records will be securely stored and access must only be allowed to employees and direct contractors doing work related to the purpose of the IRRS Service.
		5. All information received by the Provider will be destroyed when it is no longer needed for the purposes of the IRRS Service or required to be retained under the Public Records Act 2005 or any other relevant legislation.
5. **Breaches of security or confidentiality**
	1. The Provider must immediately notify the Purchasing Agency of any actual or suspected unauthorised use or disclosure of any information exchanged under this Agreement.
	2. The Provider will cooperate with the Purchasing Agency where any investigation is undertaken into and actual or suspected unauthorised use or disclosure of any client information.
6. **Payments Under This Agreement**
	1. All funding amounts in this agreement are stated exclusive of GST and are payable, on receipt of an appropriate invoice, subject to the terms and conditions of this agreement. Providers cannot submit GST invoices for IRRS. This is because GST is within the claim value of the Income Related Rent Subsidy
	2. All payments due under this agreement will be made by direct payment into the Provider’s nominated bank account. The Provider will supply the Ministry with verification of the nominated bank account details (either a pre-printed deposit slip or other bank-headed stationery) to enable this to occur.
7. **Payment Schedule / Method**
	1. The Purchasing Agency will make payments to the Provider as set out in Table 5 of the Outcome Agreement. Payments will be made within 4 working days on the basis of, and subject to, receipt the relevant fortnightly IRRS Schedule generated by the Provider and being confirmed and approved by the Purchasing Agency.
	2. The Provider is responsible for ensuring the information contained in the reports accurately reflects the services provided, prior to submitting a valid invoice to the Purchasing Agency.

| **Appendix 10– Reporting Templates IRRS Fortnightly Schedule** **Narrative Report**  |
| --- |
| Narrative report1. Describe how the clients (or agencies) benefited from the Service and provide examples of success stories (see guidance notes below).  |
| 2. What trends, issues and/or impacts have been identified for the client group (or agencies) that influence the outcomes.  |
| 3. Describe the strategies or practices in place to encourage more supply in the Social Housing market.  |
| 4. Provide an explanation of the variances (if any) between volumes contracted and volumes expected. |
| 5. Add Service specific questions here. |

Guidance Notes:

This information could be sourced through client (or agencies) feedback forms, provider assessments and Service evaluations. Note that the information provided should be non-identifying.

In providing examples of success stories, consider the following:

* Background and presenting problems
* The types of support given to bring about change
* The changes or differences made by the client or community, e.g. knowledge, skills, attitude, behaviour and life circumstances.