



Te Tūāpapa Kura Kāinga
Ministry of Housing and Urban Development

Operational Guidelines for Providers of Transitional Housing

Updated October 2021

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Introduction

Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development (HUD)

was established on 1 October 2018, to take an end-to-end leadership role for the housing and urban development system. HUD is working across the system, with others, to prevent and reduce homelessness, increase public and private housing supply, make homes warmer and healthier, make housing more affordable for people to rent and buy, and to support quality urban development and thriving communities.

One of HUD's key functions includes the procurement of Housing and programme-based support services that were previously contracted by the Ministry of Social Development .

Ministry of Social Development (MSD)

MSD will continue to assess people's need for housing support, refer people to transitional housing, manage the Social (Public) Housing Register, calculate the Income Related Rent, respond to enquiries from applicants and tenants and update client changes of circumstances.

Context

Since its establishment, HUD has assumed responsibility for contracting with providers for the purpose of increasing transitional housing supply. MSD continues to have key involvement in the administration of these contracts.

HUD contracts with transitional housing providers (including motels), to provide warm, dry, short-term accommodation for people and families who don't have anywhere to live. Transitional housing includes support services which are tailored to the household's needs, to help them secure a longer-term home and get back on their feet so that they're in a stronger position to stay housed.

Purpose

These Guidelines outline the business processes, administrative functions and recommended interactions between contracted transitional housing providers, HUD and MSD. They are to be used by contracted transitional housing providers to assist in meeting their Service Agreement requirements.

The Guidelines take effect immediately and should be read in conjunction with your user guide for ShareFile, user guide for the Family Services Directory (FSD) and Service Agreement.

The Guidelines are also known as the Emergency Housing Accommodation Operational Guidelines, Transitional Housing Provider Operational Guidelines and the Operational Manual.

Reviewing the Guidelines

These Guidelines will also be reviewed and amended following any changes to the Service Agreement, and as required in consultation with providers and MSD.

If you have any feedback on the Guidelines, or if you wish to request a change, you can contact HUD on Housing_Provider_Support@hud.govt.nz. We will consider and decide on any requests for the next release of the Guidelines.

Definitions

Refer to Appendix One for the definition of terms that are used in this document.

Your roles and responsibilities

Your key roles and responsibilities are to:

- provide transitional housing services to eligible people
- assess client suitability for your service
- identify any health and social needs affecting the household that need to be addressed
- ensure individuals/households have an average stay of around twelve weeks
- identify longer-term housing solutions for clients leaving your service
- support individuals/households to transition in to sustainable, longer-term accommodation, including public housing where applicable
- manage your Service Agreement accordingly
- manage your rules of stay or support the motelier to manage their rules of stay with the client
- prepare an individualised transition plan for each household
- provide wrap around services where appropriate
- ensure all personal information held about individuals and households are always kept secure
- provide accurate and timely information to MSD and HUD
- maintain at least Level 3 Social Sector Accreditation Standards through MSD
- Identify and manage the health, safety and wellbeing risks to workers, clients, and any other people associated with transitional housing
- work with the MSD Regional Contracts Manager to resolve any issues regarding your contract as they arise.

Vulnerable children and families

If you are a provider of children's services in accordance with the Children's Act 2014 (including where MSD gives notice to you that in the opinion of the MSD's Chief Executive, you are providing children's services), you must:

- as soon as practicable, adopt a child protection policy that complies with section 19 of the Children's Act 2014
- review in accordance with section 16(a)(iii) of the Children's Act 2014
- make a copy of your child protection policy available to the MSD, including any updates
- implement your child protection policy.

Both you and MSD are required to report any concerns where the safety of a child and/or their family is at risk.

Child abuse

If you become aware of potential or actual child abuse, neglect, or situations where a child is being exposed to family violence, you should ring Oranga Tamariki - Ministry for Children on 0508 326 459. Contact the Police if you are concerned about their safety.

Family violence

If family violence is suspected or disclosed to you by an applicant or tenant, you should assess the safety of your client and their child/children immediately. Contact the Police if you are concerned about their immediate safety.

You are also able to access on the client's behalf, the MSD Work and [Income Family Violence Intervention Programme \(FVIP\)](#).

For more information about Family Violence, visit the MSD's Family Violence, [It's Not Ok website](#).

Client roles and responsibilities

Clients are responsible for notifying MSD of any changes to their circumstances that may affect their benefit, their Social (Public) Housing Register priority rating or their eligibility for public housing.

They may also be responsible for any extra costs incurred during their stay at your service or that of a motel (for example, utilities, food and damage they cause to the Property).

Compliance

As a HUD contracted transitional housing provider you must comply with specific standards, as set out by HUD. A full list of these compliance requirements can be found in your Service Agreement.

Information sharing

You must comply with the Privacy Act 2020 when collecting, sharing, storing, using and disclosing client information.

The mechanism that must be used for exchanging any client information with MSD or HUD is ShareFile. No client information is to be sent via any other method (such as email, fax, post and courier or in person between you and MSD or HUD). If you believe there has been a breach of the Privacy Act 2020, you must notify the local MSD Regional Contracts Manager immediately.

Access to information

MSD will only ever share client information with you that is relevant to the service you provide. The information provided should only ever be used for this purpose. Client information must not be accessed by anyone without the appropriate authority to do so.

If you or another employee of your organisation receives a client's personal information and recognises that the client is personally known by or related to the employee, it is the expectation that the person will cease all work with that client and inform their Manager immediately. Your organisation should have internal processes to manage any conflicts of interest as they arise.

When client information is recorded incorrectly

If a client informs you that the information you hold about them is incorrect or incomplete, you will need to correct the information or attach a statement to their record stating what correction was sought by the client. If the information being corrected has been provided to MSD by you, you are required to inform MSD about the correction/s yourself. In other cases, you should advise the client to contact MSD if they wish to have the information corrected in MSD's records.

Storage and security of client information

If you need to store client's personal information, including information provided by MSD, you must ensure that the information is safeguarded against:

- loss
- unauthorised access, use, modification or disclosure
- other misuse.

When storing client information electronically, you must ensure that all access to your network and any client information is password protected. Your organisation must have in place processes to mitigate the risk of unapproved access, including regular password protection updates. Each of your users must have a separate account; passwords are not to be shared and must conform to NZISM 2015 complexity rules:

- a minimum password of 16 characters with no complexity requirement; or
- a minimum password length of ten characters, consisting of at least three of the following character sets:
 - lowercase characters (a-z)
 - uppercase characters (A-Z)
 - digits (0-9)
 - punctuation and special characters.

When not in use, physical copies of clients' personal information, records and documents must be kept in a locked storage receptacle. When a user leaves your organisation their ShareFile access will need to be removed. You will need to contact the MSD Regional Contracts Manager to request removal of the user.

Disposing of information

You must not keep clients' personal information provided by MSD for any period longer than the period needed for the purpose it was provided for. When disposing of clients' personal information, you must take all reasonable steps to safeguard against interception, misuse and disclosure.

Clients' personal information must be disposed of in one of the following ways:

- hard copies must be disposed of in a secure destruction/shredding bin (not a regular bin) or through a document destruction agency

- electronic documents must be deleted permanently.

Working with HUD and MSD

A select number of business units and individuals from HUD and MSD will work closely with you. The key business units and individuals you will be working with on a regular basis are:

- HUD Contract Management staff (Contract Support)
- MSD Regional staff including the MSD Regional Contracts Manager (Regional Support, Provider Relationship)
- Local MSD Work and Income service centre and regional staff (Site Centre Managers, Regional Directors, Emergency Housing Case Managers) (Client referral and operational matters).

HUD Contract Management staff

HUD Contract Management staff are primarily based in Wellington and Auckland. Their role is to manage any escalated contract issues that arise and changes to the provisions of your Service Agreement and service specifications.

MSD Regional staff

The MSD Regional Contracts Manager will be your main point of contact who:

- receive and review your monthly reports via ShareFile
- manage contract obligations/performance and/or relationship issues
- meet with you to discuss your performance (as per your Service Agreement).

MSD Regional staff will also be available to:

- discuss service standards from local service centres or other MSD business units
- organise training on the use of ShareFile.

MSD Work and Income Service Centres and Community Links

MSD Case Managers provide services to clients daily. They will generally be the first contact that you receive from MSD as they are responsible for assessing if a client has an immediate housing need, and if they are suitable to be referred to your service.

Note: A list of key MSD and HUD contacts will be provided to you by either HUD Contract Management staff or the MSD Regional Contracts Manager.

MSD Emergency Housing Case Manager

MSD Emergency Housing Case Managers (or the dedicated MSD emergency housing staff members) assist with processing activity required to support the transitional housing service.

They will be the main contact for your operational enquires, including:

- liaising with providers on any issues at an operational level
- confirming the client understands any additional services that you may offer
- liaising with you directly to refer any suitable clients
- completing all MSD system processing for MSD clients placed in your service
- updating and completing required actions on client records when they exit your service

- receiving vacancy updates via email/phone from you and amending MSD information to accurately reflect these updates
- referring suitable clients after they have been notified of a vacancy
- processing damage claims.

Note: Your MSD point of contact name and phone number must not be given to clients. If you need to refer a client to MSD their general enquiries line is 0800 559 009.

Protecting Client Privacy

MSD will not disclose any client information to you unless the client has completed and signed:

- a Housing Privacy Consent form or
- an Appointment of an Agent form.

Clients referred by MSD will give you their completed form. If a client advises you that they have not completed a form, or they are a self-referral or third-party referral, it is available for download from the links below:

- [Housing Privacy Consent form](#)
- [Appointment of an agent form](#)

Forms signed by the client should be sent to MSD via ShareFile.

ShareFile

ShareFile is the IT system you must use to exchange client and reporting information with MSD. No client information is to be sent via any other method including email.

MSD will provide training on ShareFile. Please contact the MSD Regional Contracts Manager for further copies of training materials if required.

Providing information on your service

People with an immediate housing need (or a third-party service working with that person) may want to refer to your service without going through MSD first.

Family Services Directory

MSD's Family Services Directory (FSD) provides online information on services offered in communities across New Zealand. To ensure information relating to your transitional housing service is available to the public, you will be required to list your organisation and provide details of your service on FSD including:

- details of your service, in particular who your service caters for e.g. single mothers; single men; families etc, and
- how to contact your service.

To find out more about the FSD and how to apply to list and/or load the details of your service visit

www.familyservices.govt.nz/directory To list, click on "Apply online" on the main page or go to

www.familyservices.govt.nz/directory/providerapplication.htm

If your organisation is already listed on the FSD you can add the service using your online account through "Provider log in" from the main screen.

If you need any assistance, please email: updates@familyservices.govt.nz and one of the team will be happy to help.

Business Continuity Plans

If ShareFile is unavailable, the exchange of client information will occur via an encrypted flash drive referred to as the Iron Key process as described in Appendix Two.

MSD will notify you if you need to use this process.

Provider business continuity plan

You must have a current business continuity plan that clearly details your capacity and capability to deliver services when your IT system/network is unavailable or in the event of an emergency. This must be available for MSD to review on request.

Your plan should include:

- resource gaps and plans to cover these
- any support you require to cover the period of emergency management
- agreement on who is best placed to contact your tenants and how they will contact them
- agreement on how your clients will be managed through a delay or emergency.

Assessing if an immediate housing need exists

Clients referred to your service by MSD will have completed an assessment to confirm that they have an immediate housing need and are suitable for your service. MSD considers a person to have an immediate housing need when, on the day the client presents at your service they can show that on or sometime in the next seven days or more, they:

- will not be able to remain in their usual place of residence (if any)
- will not have access to other accommodation that is adequate for the needs of the client and their immediate family
- where not providing the assistance would worsen the person's position, increase or create any risk to the life or welfare of the household, or cause serious hardship to the household
- are unable to meet the cost of other accommodation from their resources.

It is MSD's expectation that where a client self-refers or is referred to you by a third party, that you will complete a provider led assessment to determine the clients need for immediate housing.

Provider led assessments

The provider led assessment is the assessment completed by you to determine the eligibility and suitability of a client to your service when that client has not been referred to you by MSD. As part of your assessment you **must** ensure that the client (and partner):

- has an immediate housing need
- meets the applicable residency, income, asset and age requirements.

The following table provides more detail on this:

| | |
|------------------------|---|
| Immediate housing need | A client is considered to have an immediate housing need when they do not have an adequate place to stay that night or in the immediate future (that is, within the next seven days or more). |
| Residency | The client and the members of their household meet the applicable residency requirements |
| Income and asset | Generally, has income below the income limits Generally, has assets below the asset limits . |
| Age | The client is over the age of 18 or is aged between 16 or 17 and is financially independent . |

Note Clients that have a Community Services Card will meet the residency and age criteria. It is also important to ensure that a client is appropriate for your service. The following table provides more detail on recommended requirements of your assessment or service:

| | |
|-------------------------------------|---|
| Service parameters for your service | The client should meet the specifications for your service. However, with judgement (and where you've ensured the client meets eligibility criteria) you may consider providing accommodation for other clients (where you have available accommodation). |
| Prioritisation | You may consider prioritisation of a particular person (or household) over another person (or household). Priority should be given based on; <ul style="list-style-type: none"> • the level of a person's need • their family circumstances (whether they have dependants or not) • their level of suitability to your service • a referral from MSD in the first instance and selection of MSD referrals whenever reasonably possible. |
| Services agreements ¹ | The person (or household) is obligated by the terms of the Services Agreement with the provider (where one is required). |
| Obligations for the person | The person (or household) is willing to commit to looking for alternative adequate accommodation and demonstrate that they are taking reasonable steps to find accommodation, as appropriate. |

How you verify the client's eligibility and suitability to your service is up to you. You are required to keep evidence of your assessment process.

You may be required to demonstrate your assessment process to MSD to ensure that people who qualify for your service with the highest need are accessing your service.

¹ Not applicable for transitional housing accommodation provided by motels.

The person (or household) that the places are being provided for will need to provide evidence that they meet the residency requirements.

Advising MSD of a vacancy

How to advise MSD of a vacancy

MSD has a register of vacancies containing information for a number of transitional housing providers. This register will also be used to hold your vacancy information.

The register will be used by MSD staff to determine if you have a suitable vacant place that a client with an immediate housing need may be referred to. It is essential that this register is as up to date as practicable and vacancy information is provided in a timely manner.

You will be responsible for advising MSD, via your nominated MSD Emergency Housing Case Manager, of any vacant contracted places that you have, and the type of client(s) they are suitable for.

To advise MSD of a vacant place, you will need to email/phone your nominated MSD Emergency Housing Case Manager within 24 hours of the vacancy becoming available, and provide the following details:

- the type of place/s available (where you are contracted to provide a service to a particular client cohort/s);
- where the vacancy/s is situated (if you provide services from multiple locations);
- when the place/s will be available from;
- the number of vacant contracted place/s;
- client cohort the vacancy is suitable for.

MSD will ensure that the register is updated with the new vacancy details you have provided.

Referrals to your service

There are three ways a person may present to your service.

- a referral from MSD or
- a referral from a third party or
- self-referral.

You must request a referral from MSD and select a client referred by MSD in the first instance.

Referrals from MSD Work and Income

Clients will only be referred to your service where you have notified MSD that you have a vacancy. If you do not receive a referral within three days of lodging the vacancy, or if MSD notifies you that a suitable client cannot be identified, you will need to identify households in need of immediate housing services through your own channels.

To determine if a client is likely to be suitable for your service, MSD Case Managers will conduct in-depth, face-to-face discussions with clients.

During the discussion they will also use information held by MSD to confirm that:

- the client has an immediate housing need
- they meet the target group of clients that your service caters for.

If the client has any other significant risk factors or potential behavioural issues that MSD are aware of, you will be informed of these risks and can agree to or decline the client. If you do decline a client, you will need to provide an explanation as to why they are unsuitable.

Where possible, the MSD Case Manager will have a discussion with the client to make sure that they understand they may be asked to work with you for the duration of their involvement with your service.

Where an MSD Case Manager determines that the client is suitable, they will contact you via phone to confirm that:

- the client meets your eligibility criteria
- MSD, based on your criteria, considers the client suitable to be placed in your service.

The referral letter

A referral letter will be completed by MSD with the client's details. The client will be told to take this with them when they go to meet you. If the client does not have their referral letter, you can call your appointed MSD Emergency Housing Case Manager for confirmation that they are an MSD referral.

See Appendix Three for an example of the referral letter.

Self-referral and referrals from third parties

If a client comes to you directly for assistance or is referred by another provider, you will need to:

- select an MSD referred client whenever reasonably possible (but you are not required to select a client in an excluded cohort)
- determine if they have a genuine immediate housing need and are suitable for your service.

The client may then access your service.

Referral and service outcomes

It is expected that MSD referrals will generally be suitable for your service and that an assessment will not need to be carried out.

You have the right not to accept² a client and/or their household to one of your contracted places if it may adversely affect the safety of your staff, other clients within the service, or any other individuals associated with your service.

You must explain the 'Responsibilities and conditions of payment for clients accessing contracted transitional housing provider services' form and ensure that the client signs the form (Appendix Six).

If you wish to have a security deposit granted you will also need to have the client complete the highlighted section of the Special Needs Grant / Advance on Benefit / Recoverable Assistance Payment form (Appendix Eleven). This is required for all transitional housing places.

² Please contact HUD if you have any COVID-19 related concerns about a referral. HUD will continue to keep you informed of any options and updated advice.

Forms are to be uploaded to ShareFile.

Once you have confirmed the client's suitability for your service, you will need to advise MSD of your decision within 24 hours.

Referral outcome form

You will advise MSD of the referral³ outcome through uploading the Transitional Housing Referral Outcome form ([click this link](#)) to ShareFile.

Where a client referred by MSD is unsuitable for your service, you will need to indicate this in the form, and provide an explanation as to why they are unsuitable. The client should be referred to MSD for help to obtain other housing services.

For suitable clients you will indicate the successful placement on the Transitional Housing Referral Outcome form along with the following information:

- client's details
- the date the client has moved into transitional housing
- referral source
- a copy of the occupancy agreement (where applicable)
- the client contribution amount and frequency of payment.

Transitional housing service outcome form

When a client leaves your service, you will need to complete a Transitional Housing Service Outcome form (Appendix Three) and upload it to ShareFile. As well as the client's details you will also need to include:

- the date the client left the service
- the reason why they left
- what type of accommodation the client has found (if known)
- the new address of the client (if known).

Contribution for transitional housing services

Clients living in transitional housing should be paying up to 25% of their total income (but not more than the applicable market rent for the property) as a contribution to transitional housing support services. This should be reviewed if the client has a change in circumstances while in service.

How to calculate the rate

When you have confirmed the person's suitability to your service, you will need to calculate their contribution amount based on the person's income and family circumstances (refer to Appendix four).

After you have advised the tenant of the amount of their contribution, you will then need to let MSD know. If the client is receiving financial support from MSD Work and Income, indicate whether you want the contribution amount paid via an MSD Work and Income benefit redirection, you will then need to complete a redirection with the client.

³ Referrals include self-referrals and referrals from other agencies.

You will let MSD know this information by completing and submitting the Transitional Housing Referral Outcome form ([click this link](#)). To assist MSD to load the redirection promptly, these forms are required as soon as possible via ShareFile.

Clients receiving benefits with no other income

For people whose sole source of income is MSD Work and Income benefits (including Family Tax Credits), New Zealand Superannuation or Veterans Pension, the table that has been provided in Appendix Four shows the amount the client is to pay. The client information that MSD provides on referral will enable you to use this table.

The rates were calculated using:

- 25% of the most applicable main benefit, New Zealand Superannuation or Veterans Pension rate and round down to the nearest dollar value.

For example, Shane is married; has no children and he and his wife are in receipt of Supported Living Payment. Net income \$550.54 per week (as at 1 July 2021).

The weekly contribution amount for this household (Married, Supported Living Payment with no children) is \$137 (25% of net income of \$550.54).

MSD will review these benefit and pension rates every year in line with annual general adjustments to the benefit rates, or when benefits are adjusted for other reasons. See the [benefit rates at 1 July 2021 - Work and Income](#)

Clients who are working or receiving benefits with other income

For people who are working or receiving benefits and other income (such as family tax credits or wages), you can calculate the rate using their actual or estimated income. The rate of their contribution will be 25% of their total net income.

For example, Mary is single and receives an annual net income of \$15,600 or \$300 per week. The weekly contribution amount for Mary is \$75 per week (25% of net income of \$300).

Family Tax Credits

Family Tax Credits (FTC) are considered as income for the purposes of the client contribution amount. The amount of the contribution is based on 25% of the Family Tax category “first or only child, 0 – 15 years” regardless of the number of children.

We have calculated this amount for you as follows:

| | | | |
|---|------------------------------------|-------------------------------------|--------------------------------------|
| FTC 'first or only child, 0 – 15 years' (as at 1 July 2018) \$113.04 | Contribution amount per day | Contribution amount per week | Contribution amount per annum |
| | \$4.03 | \$28.26 | \$1,469.52 |

Clients with a shared custody arrangement may also be receiving FTC for the time that they have custody of their child/ren. To calculate the contribution amount you will need to use the daily FTC contribution rate.

Charging less than the rate calculated

There is some discretion to charge less if you choose to do so in exceptional circumstances, such as where:

- you consider the person does not have sufficient income to cover the contribution due to bankruptcy or
- the person has no income as they are waiting for MSD Work and Income to grant their benefit.

In both these situations, once the person is able to pay the full contribution, e.g. in subsequent weeks, you should change the amount charged to the correct rate.

Paying the contribution: Redirections from MSD Work and Income

If the person is on a main benefit, New Zealand Superannuation or Veterans Pension, MSD can redirect the client's contribution amount to you, provided you have [registered with MSD Work and Income as a supplier](#).

Also see [the Redirection of Benefit Payment form](#).

Note: Student Allowances cannot be redirected.

You will need to discuss with the client their contribution amount and option to redirect a portion of their benefit (if applicable) to cover the cost of the contribution. You will need to advise MSD if you wish the contribution to be paid by redirection of benefit.

Benefit payments are paid one week in arrears. The start date of a redirection of benefit will be set up to reflect this. This generally means that contributions to your service will commence the week after the person starts in your service.⁴ The redirection forms will need to be provided promptly to MSD for payment.

If a client's benefit stops, redirections cannot be made, and you will have to request payment direct from the client.

Paying the contribution: People who are working

You will need to make your own payment arrangements for people who are working, and not receiving a benefit to pay their contribution.

Client contribution arrears

Consistent monitoring of the client's payments is required to ensure the client does not fall into arrears. In cases where a client falls into arrears, in the first instance a payment arrangement should be set up. Arrears may be claimed from the security deposit up to the maximum amount however the security deposit should firstly be used for any damage or loss caused by the client or others staying with them.

Utilities charges – Transitional Housing Properties

If your service has separate charges for the cost of utilities (power, gas, internet etc) these can be charged separately.

Clients entering your service must be advised of the amount of the charge and what the charge is in relation to before they commence their stay with your service.

Typically a utilities charge can cover:

- electricity and gas, including refilling gas bottles

⁴ New Zealand Superannuation and Veterans pensions are paid fortnightly. To confirm the start date, you should call your MSD contact person.

- telephone and internet
- water consumption charges if the water supplier charges on how much is used.

You cannot charge a utilities fee to cover:

- property rates paid to the council
- insurance premiums for insuring the house (not the contents)
- body corporate levies if the property is part of a unit title
- hire charges for gas bottles, if the property has gas supplied by bottles as the main form of water heating and cooking.

If your service charges a utilities fee you must indicate the amount on the Transitional Housing Referral Outcome form ([click this link](#)) separately to the client's contribution amount. You may also wish to add the utilities charge along with the client's contribution amount in the Redirection of Benefit Payment form.

Utilities charges – Transitional Housing Motels

Contracted motels are required to provide business as usual services for contracted units. Some contracted motels may have additional charges for services such as telephone, internet and laundry. If these charges apply then clients are required to pay these direct to the motel.

Security deposit

The agreement for accommodation and the rules of stay are between you and the client, or in the case of contracted motels, between the motelier and the client. There is an expectation that if you are contracted to deliver support services to clients in contracted motels, that you work with the motel to address any issues as they arise.

HUD and MSD do not accept any liability for the client not presenting to the accommodation, or damage or loss caused by the client or others staying with them. A security deposit is to help safeguard you in the event there are losses or damages caused by the client or others staying with them. If you've asked for a security deposit, the agreed amount will be available to be claimed, if required, during, or at the end of the client's stay. It can't be used by you or the client for any other purpose. It's only to be used if there are costs for any loss or damage (covered by the security deposit) for which the client is responsible. MSD will grant recoverable assistance of up to the agreed amount upon the client being placed in transitional housing.

This means you must check for any loss or damages and discuss these with the client before they leave the property. If the Special Needs Grant / Advance on Benefit / Recoverable Assistance Payment form (Appendix Seven) is not completed and returned signed by the client, no claim will be available.

How the security deposit payment works

At the beginning of the stay, you will need to explain in a manner that allows the client to understand and arrange for the client to complete a:

- Responsibilities and conditions of payment for clients accessing contracted transitional housing provider services form (Appendix Six) and

- Special Needs Grant / Advance on Benefit / Recoverable Assistance form (Appendix Seven). If these forms are not completed at the beginning of the client's stay, which also includes identifying the amount of the security deposit in field six of the latter form, you will not be able to claim the security deposit.
- Send both forms to your nominated MSD staff member using ShareFile. MSD will determine the client's eligibility for the assistance and will notify you (via ShareFile) that the forms have been accepted. If this acceptance is not given, you will not be able to claim the Security Deposit.

If the client, member of the household or a visitor:

- has caused loss or damage, you must discuss this with them. If the client agrees, complete a Declaration for damage or loss form (Appendix Thirteen) and submit it to a local Work and Income office, along with an invoice for MSD to pay. A debt for the client to MSD is created.

Note: If the client does not agree with the costs, MSD will not pay the security deposit.

If the client fails to formally 'check out' of the property, you are not required to discuss the costs with the client. You can submit the declaration and invoice at the local Work and Income office. On receipt of the invoice and declaration, the local Work and Income office can pay you up to the amount of the security deposit originally approved at the start of the client's stay.

Disputes relating to damage to property caused by the client, or money owing by the client, must be raised directly with the client.

In relation to:

- contracted motels, it is the expectation that you visit the site and discuss with the motelier any repairs and maintenance that need to be addressed promptly.
- all other properties (excluding contracted motels), it is your responsibility to maintain the property as per the terms of the Service Agreement.
- You should refer to your Service Agreement for specific terms regarding property maintenance costs. If any disputes arise that can't be resolved between yourself and the client, they should be referred to the [Disputes Tribunal of New Zealand](#) for a resolution.

Costs covered by the security deposit

A security deposit can cover actual and reasonable costs such as, but not limited to, the following:

- any breakages or damages caused by the client to the property, whether intentional or accidental, such as damage to walls, doors, curtains or furnishings (note this does not include general wear and tear costs);
- losses relating to failure of the client to meet his or her obligations to you under their agreement, for example:
- cost of replacement of items (e.g. furnishings or fittings) that the client has removed from the property
- any excessive cleaning charges due to the property being left in an unacceptable state (this must be over and above the normal level of cleaning required)

- failure to pay their client contribution
- cost of replacement property key(s).

Costs that are not covered by the security deposit

The security deposit does not cover:

- telephone, internet or pay-television charges
- mini-bar
- laundry charges
- meal charges
- storage of excessive goods
- car parking
- power charges
- water charges.

You won't be able to invoice MSD

- for more than the agreed amount of the security deposit
- for loss or damage identified after a client has moved out of the property if they met with you and you have inspected the property before they moved out
- where the client disagrees with the amount of, or responsibility for, the costs of loss or damage
- where costs are not actual and reasonable
- where costs are for fair wear and tear.

In these instances you'll need to follow this up with the client, except where costs are for fair wear and tear.

If MSD pays any of the security deposit on the client's behalf and the client doesn't agree with the amount they've been charged, this will be a dispute between you and the client, not MSD. The client will need to resolve this dispute with you through your normal dispute resolution process.

In the case of contracted motels, for any amount above the maximum security deposit the motelier will be required to seek compensation through their own insurance, or the Disputes Tribunal of New Zealand.

Your obligations when a client is in Transitional Housing

While the client is accessing your service you will:

- provide appropriate transitional housing services for people with an immediate housing need for an average stay of around 12 weeks (in some instances a client's stay may exceed 12 weeks)
- advise MSD of any risks associated with the client if any risks are identified
- work with each client to identify and manage issues that arise in relation to their stay in transitional housing (such as the suitability of the transitional housing and any damage caused by the client)

- if the client is not in receipt of financial assistance from MSD, make payment arrangements with the client for their contribution for transitional housing services
- develop an individual transition plan, including clearly documented actions (for both the client and the provider) to address any health and/or social needs that are a challenge to the client sustaining a long term tenancy
- carry out the actions in the client's transition plan, including ensuring the client makes and attends appointments with relevant social sector services such as health, budgeting or drug and alcohol services as applicable
- assist each client to access sustainable housing that matches their needs by identifying and assisting the client to secure longer-term housing and to move into that housing; this includes ensuring the client is assessed for public housing, follows up to ensure the client provides any verification to MSD and ensures that the client is contactable or has appointed the provider as agent for housing offers. Private housing options must be explored
- in relation to all properties excluding contracted motels, regularly meet with each client for a period of up to 12 weeks following the date the client leaves your service, to ensure that any issues that may threaten the sustainability of the new accommodation are identified and addressed early.

Transitioning clients from your service

You are required to work with the client to support them to transition from your service into longer-term accommodation at the end of their stay, including the development of a transition plan.

Transition plan

While the client is in your service you are required to work with them to develop an individualised transition plan to help them and the members of their household:

- access any support they need, such as budgeting advice or social services
- access longer-term housing that is suitable to them and their family's needs.

Each plan must be unique to the client and should show:

- the steps you and the client will take
- what other services/resources the client will use and/or access.

Transitioning a client into private accommodation

Clients should be encouraged, where possible, to move into longer-term, sustainable private accommodation (rental, boarding and home ownership).

MSD has a range of products and services that can support clients into private accommodation. By working with the client and MSD you may be able to identify if the client will be able to sustain private accommodation.

Transitioning a client into Public Housing

For some clients, it may be appropriate to transition into public housing. You can support them to apply for public housing or, where they are already on the Public Housing Register, to update their circumstances. If you are the appointed agent for the client, or the client has completed the Housing privacy consent form ([Housing Privacy Consent form](#)) you can contact MSD to update their circumstances.

Clients leaving your service

When clients leave your service, you will need to promptly advise MSD, and include the date they left. This will allow MSD to ensure that any redirection of benefit is stopped from the appropriate date.

Once the end dates have been finalised, you will need to complete the appropriate sections of the Transitional Housing Service Outcome form (Appendix Three). There is a section to advise the reason why the client has left the service and a 'Comments' section for you to complete. Examples of the type of information MSD is looking for include:

- details on the type of accommodation the client is moving to (if known)
- any key concerns you have that could impact on the client's ability to maintain longer-term accommodation.

The form will need to be uploaded in ShareFile within 24 hours of the service ending. Upon receiving the form, your MSD contact will update MSD systems as required.

Where you have a new vacancy to fill, you must advise MSD that you are seeking a new referral. Priority for suitable MSD referrals should be given whenever reasonably possible. Note: MSD clients are also obligated to advise MSD of changes in their circumstances.

Extending a client's stay

Generally, a client's stay should be around 12 weeks, however where a client continues to have an immediate housing need, and you are satisfied that the client has taken all reasonable actions to address their housing need (these actions may be part of their transition plan), you can extend their stay beyond 12 weeks.

Where you have decided to extend a client's stay past 12 weeks you must complete a Service Extension form (The form will need to be uploaded in ShareFile. Upon receiving the form, your MSD contact will update MSD systems as required.

Transferring sitting tenants

If you also provide public housing⁵ you may (where appropriate), transfer a client staying in transitional housing to a public housing property following the 'identified suitable client' process ([click here](#)) as described in your [Public Housing operational guidelines document](#).

Note: clients transferring from a transitional housing property to a public housing property must be on the Social (Public) Housing Register.

Substituting properties⁶

In line with your Service Agreement you are able to substitute other properties in your portfolio for use as transitional housing accommodation. Substituted properties can be substituted on a 'like for like' basis. Properties should (unless agreed otherwise):

- have the same typology
- be in a similar location
- have similar characteristics.

⁵ Dependant on the contract you have with HUD.

⁶ This section not applicable for transitional housing accommodation provided by motels.

Before substituting properties, you must consult with the MSD Regional Contracts Manager and HUD Contract Management staff.

Reporting and monitoring

You will be required to complete monthly and quarterly reports as per the terms of your Service Agreement and upload them to the Transitional Housing Contracts folder in ShareFile. The MSD Regional Contracts Manager, alongside HUD, will monitor your service on a quarterly basis or as otherwise agreed in writing. They will be monitoring the service on performance measures as per your Service Agreement. For example:

- an average occupancy rate of at least 90%
- an average household stay in transitional housing of around 12 weeks
- at least 10% of clients leaving the service access longer-term accommodation in the private rental market.

You will receive a reporting template via email from MSD on which you can record the relevant information for reporting purposes. Both the monthly report and the quarterly Availability Report are due within five business days following the start of the applicable month.

Monthly reporting

You will collect the following information (for each household member) on monthly basis and upload it to ShareFile:

- client full name
- client date of birth
- client gender
- client SWN (if known)
- referral source
- reason for requiring Emergency Housing
- emergency accommodation address
- place identifier (for property)
- start date of residency
- end date of residency
- weekly contribution amount
- housing destination on exit
- any other comments.

See Appendix Five for a copy of the report.

Quarterly reporting - Unavailability report⁷

Each quarter or as specified in the contract, you will be required to prepare an invoice for payment. Alongside this you will need to ensure all reporting is complete including the Unavailability Report. The Unavailability Report lists which properties were unavailable during the quarter. The transitional housing accommodation can be unavailable for the following reasons or longer with approval from MSD:

⁷ This section is not applicable for transitional housing accommodation provided by motels.

- for 7 days immediately after the previously placed household has vacated for cleaning purposes or
- for 11 days after the immediately previously placed household has vacated for property maintenance purposes or
- when deemed by any statutory authority or agency as unsafe or uninhabitable.

The Unavailability Report must be completed for any instance where the property is unavailable for a period longer than described above and MSD has not given its prior approval. Please refer to the Unavailability clause of your Transitional Housing Service Agreement for further clarification.

You will need to provide the following information and on a quarterly basis forward it to the MSD Regional Contracts Manager via ShareFile:

- address
- place Identifier
- contract Reference Number
- unavailable Start Date
- unavailable End Date
- reason for property being unavailable
- grace Days (if different for the standard number of days)
- number of consecutive unavailable days
- daily Unavailability Rate
- total Unavailability Amount
- MSD Approval (Y/N)
- MSD Approved Date
- comments.

Please see Appendix Five for a copy of the report. Note, the Provider Narrative Quarterly Report which also forms part of Appendix Five, is an optional report.

Due Dates for Monthly and Quarterly Reports

The monthly reports are due five business days following the end of the month, with the effective date of the report being the last day of the previous month. For example, the report for the month ending April 2021 should be uploaded to ShareFile by 7 May 2021 (the fifth business day in May).

The quarterly reports are due five business days after the end of the quarter. For example, the report for the quarter ending March 2021 should be uploaded to ShareFile by 9 April 2021 (the fifth business day in April).

Following receipt of the report, MSD or HUD may notify you of any aspects of the report which does not meet the requirements set out in the reporting templates. Within two business days of such notification from MSD or HUD, you must provide an amended report in accordance with the requirements of the notification.

Risk and issues management

MSD, HUD and providers will work closely to mitigate risks and resolve any issues as they arise. The list below identifies the types of risks that should be escalated immediately, but is not exhaustive:

- a privacy breach
- a health and safety incident where any clients, staff or others associated with the service are at risk
- a media inquiry that might affect HUD, MSD and providers
- representation from Ministers or MPs that might affect any agency.

The table below outlines two examples of issues and the required responses for each.

| Risk | Type of risk | Provider actions | HUD/MSD actions |
|--------------------|--------------------------------------|---|--|
| High (Critical) | A privacy breach | notifies the Regional Contracts Manager by phone; completes a written summary of the critical risk; uploads the completed risk summary via ShareFile to the MSD Regional Contracts Manager. | MSD receives the notification and initiates the internal escalation process to ensure the appropriate areas are aware of the breach. HUD is also advised. |
| | A service delivery operational issue | notifies the nominated MSD Emergency Housing Case Manager by phone; completes a written summary of the critical risk; uploads the completed risk summary via ShareFile to the nominated MSD Emergency Housing Case Manager. | MSD receives the notification and escalates to their service centre manager, the regional commissioner advisor notifies the MSD Regional Contracts Manager. HUD is also advised. |

Receiving and resolving risks, issues and complaints

Each agency will be responsible for managing risks, issues and complaints that are made about their services, including when the matter is not able to be resolved.

Wherever possible, risks and issues should be resolved at a local level first. If the issue cannot be resolved at a local level it may be escalated to the MSD Regional Contracts Manager who will ensure HUD Contract Management Staff will also have oversight as needed.

Should you be unsure of whether a risk issue should be escalated and to whom, contact the MSD Regional Contracts Manager in the first instance, and they can advise you on next steps.

Health, safety and wellbeing

Providers will have a health and safety framework that is compliant with all aspects of the Health and Safety at Work Act 2015. This includes risk identification and management, as well

as incident reporting and investigation processes. Providers will also need to **consult**, **cooperate** and **coordinate** with HUD and MSD on health, safety and well-being matters. An example of how these activities may be carried out is identified in the Health, Safety and Well-being Management Schedule (Appendix Eight).

The proposed Schedule provides the key health, safety and wellbeing information shared between providers, HUD and MSD including:

- Health, safety and well-being reporting requirements
- How often information is shared and in which meeting and format
- The incident and risk information to be shared on a regular agreed basis
- The escalation points where parties will take immediate action outside of the normal information sharing cycle i.e. a notifiable event.

Appendix One – Definitions

The table below outlines the commonly used terms and their definition used throughout these Guidelines.

| Term | Definition |
|--|--|
| Agent | A nominated person or organisation that can act on behalf of an MSD client. |
| Assessment | Assessment of eligibility and suitability to enter a service supplied by a provider. |
| Emergency Housing Register | A database that allows MSD frontline staff to search for vacant contracted places with transitional housing providers that are available to address a client's housing need. |
| Beneficiary | A recipient of a main benefit, New Zealand Super or Veterans Pension – excludes Student Allowance. |
| Change in circumstance | Change to a person's financial or family situation that may affect their application for public housing or their entitlement to financial assistance from MSD. |
| Contracted Provider | A transitional housing provider who is contracted by HUD to provide services for people who need immediate housing. |
| Transitional Housing | Transitional housing (including contracted motels) provides warm, dry, short-term accommodation for people and families who don't have anywhere to live. This includes support services which are tailored to the household's needs. |
| Emergency Housing Special Needs Grant (EHSNG) | A payment made by MSD to help individuals and families with the cost of staying in short-term accommodation if they are temporarily unable to access transitional housing, private rental or other alternative accommodation. |
| Contribution for Transitional Housing Services | Up to 25% of a client's net income paid on a weekly or fortnightly basis as a contribution to receiving transitional housing services. |
| Nominated MSD Emergency Housing Case Manager | The liaison between transitional housing providers and MSD who deals with client administration. |
| Iron Key | Is a secure portable USB flash drive to collect and exchange information between MSD and Contracted Providers. This applies only when MSD's Business Continuity Plan has been activated. |

| | |
|----------------------------------|--|
| Longer-term housing | An accommodation solution which is longer than 3 months and is sustainable for the client. It may include alternative housing (e.g. rental, flatting or boarding in private market, home ownership) or public housing. |
| Vacant contracted place | A vacant contracted place can be for an individual or family. A vacant contracted place for an individual will only require one bed, while a place for a family will obviously need more than one bed. |
| Redirection of benefit | Where part of a client's benefit is paid directly to an organisation, or to a provider for a client contribution. |
| Referral | A client referred to a contracted provider for assistance with a housing need. |
| ShareFile | The secure portal used for transfer of client information between the MSD, HUD and providers. |
| Short-term housing | Accommodation that provides a stable place for the individual or family to stay while their needs can be understood and addressed and until a longer-term accommodation solution can be found. |
| Social (Public) Housing Register | Comprised of the Housing Register, which is made up of applicants who are waiting for the allocation of a public house; and the Transfer Register, which is made up of public housing tenants whose current homes no longer meet their requirements because they've had a change in circumstances. |
| Sustainable housing | The client can sustain a private or public housing arrangement, taking in to account any financial management abilities, social skills or known expected changes in situation that may arise. |
| Vacancy | An available place that can be occupied immediately. |

Appendix Two – MSD Business Continuity Plan

This section details the Ministry's business continuity plan if ShareFile is unavailable. The Ministry will advise you when the business continuity plan will be activated.

Business continuity process

The process outlines the method of exchanging information, not the information to be exchanged. Should ShareFile become unavailable, MSD will revert to exchanging client sensitive information through an encrypted memory stick, known as an 'iron key'.

Iron key process

If MSD notifies you that the business continuity process has been put in place and the Iron Key process will be used, they will also advise you the name and contact details of your local 'iron key runner'.

This means that the nominated person will come to you to download and upload all forms related to:

- successful referrals to your service
- any monthly reporting that may be due.

Under no circumstances can any client information, forms or templates be emailed. When you have information ready to be collected, telephone your MSD nominated person and arrange a time for collection. This person will then come to your office, download the information to the iron key and take it back to the local office where they will complete any action on the client's record(s) or on send the information to the MSD contact person. If information needs to come back to you, the nominated Emergency Housing Case Manager or the MSD contact person will email it to the 'iron key runner' who will contact you and arrange a time to deliver it to you. They will then download the information on to your system.

This process will continue only until the ShareFile issue is resolved. MSD will advise you when to revert back to the business as usual process.

If you have any concerns about moving to the MSD business continuity plan, contact the MSD contact person or the MSD Regional Contracts Manager.

Appendix Three – Referral Letter

[insert current date]

IN CONFIDENCE

Provider Name

Provider physical Address Line

Provider City

LETTER OF REFERRAL FOR A TRANSITIONAL HOUSING CONTRACTED PLACE

Dear provider

We are referring the following client to you for Transitional Housing. Where applicable we have also included details of others in their household who are to be placed with the client.

Client name: *[insert client name]*

Date of birth: *[dd/mm/yyyy]*

Gender: *[insert gender]*

Benefit: *[Main benefit type if no benefit then 'Not on benefit']*

Client Number: *[9-digit number]*

Number of people in household: Adults: *[insert number]*

Children (aged 18 years and under) (insert number)

Full name(s) of all members of client's household: *[Full names of all members separated by commas]*

Client Risk: *[Significant risk factors and / or potential behavioural issues that MSD is aware of]*

Please don't hesitate to contact me if you have any questions.

Yours sincerely

Case Manager

Appendix Four - Contribution amounts for Beneficiaries as at 1 July 2021

| Household Type | Income per week | 25% of benefit income | 25% of Family Tax Credit payable | Total amount of contribution (Rounded down) |
|---|-----------------|-----------------------|----------------------------------|---|
| Youth Payment - Single young person aged 16 – 17 years (no children) | \$239.70 | \$59.92 | \$0.00 | \$59.00 |
| Youth Payment – Couple (no children) | \$453.62 | \$113.40 | \$0.00 | \$113.00 |
| Young Parent Payment - Married, de-facto couple aged 16-17 years (with children) | \$481.30 | \$120.32 | \$28.26 | \$148.00 |
| Young Parent Payment - Sole parent aged 16-17 years (with children) | \$406.78 | \$101.69 | \$28.26 | \$129.00 |
| Job Seeker Support - Single person aged 18 – 24 years (no children) | \$239.70 | \$59.92 | \$0.00 | \$59.00 |
| Job Seeker Support - Single person aged 25+ years (no children) | \$278.50 | \$69.62 | \$0.00 | \$69.00 |
| Job Seeker Support – Married, civil union, de-facto couple 18 years or over (no children) | \$453.62 | \$113.40 | \$0.00 | \$113.00 |
| Job Seeker Support – Married, civil union, de-facto couple 18 years or over (with children) | \$481.30 | \$120.32 | \$28.26 | \$148.00 |
| Job Seeker Support - Single, and receiving Domestic Purposes Benefit woman alone or Widows Benefit woman alone, before 15 July 2013 (no children) | \$288.16 | \$72.04 | \$0.00 | \$72.00 |
| Job Seeker Support – Sole Parent (with children) | \$406.78 | \$101.69 | \$28.26 | \$129.00 |

| Household Type | Income per week | 25% of benefit income | 25% of Family Tax Credit payable | Total amount of contribution (Rounded down) |
|---|-----------------|-----------------------|----------------------------------|---|
| Sole Parent Support (with children) | \$406.78 | \$101.69 | \$28.26 | \$129.00 |
| Supported Living Payment – Single aged 16 – 17 years (no children) | \$281.15 | \$70.28 | \$0.00 | \$70.00 |
| Supported Living Payment – Single aged 18 years and over (no children) | \$336.65 | \$84.14 | \$0.00 | \$84.00 |
| Supported Living Payment – Married, civil union, de-facto couple 18 years or over (no children) | \$550.54 | \$137.63 | \$0.00 | \$137.00 |
| Supported Living Payment – Married, civil union, de-facto couple 18 years or over (with children) | \$578.24 | \$144.56 | \$28.26 | \$172.00 |
| Supported Living Payment – Sole Parent (with children) | \$455.58 | \$113.89 | \$28.26 | \$142.00 |
| NZ Super or Veterans Pension – Single living alone | \$436.94 | \$109.23 | \$0.00 | \$109.00 |
| NZ Super or Veterans Pension – Single sharing accommodation | \$403.33 | \$100.83 | \$0.00 | \$100.00 |
| NZ Super or Veterans Pension – Married, civil union, de-facto, both qualify | \$672.22 | \$168.05 | \$0.00 | \$168.00 |

Note: The contribution amounts in this table are calculated using:

- 25% of the most applicable main benefit or New Zealand Superannuation net rate; and
- 25% of the Family Tax Credit category 'first or only child, 0 - 15 years'.

Appendix Five– Reporting

Provider Monthly Report⁸

| Provider Name: | | | | | | | | | | | | |
|---|---------------|--------|--------------------------|-----------------|--|---------------------------|--|-------------------------|-----------------------|----------------------------|--|----------|
| Contract Reference: | | | | | | | | | | | | |
| Report Period (month end date) | | | | | | | | | | | | |
| Provide for EACH household member. (Household members share the same unit, place or room) | | | | | | | | | | | | |
| Name (Surname, First Name) | Date of Birth | Gender | SWN of Client (If Known) | Referral Source | Reason for requiring Emergency Housing | Emergency housing address | Place Identifier (unit or room number) | Start date of residency | End date of residency | Weekly Contribution Amount | Housing destination on exit from service | Comments |
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⁸ The monthly reports should be uploaded to ShareFile no later than five business days following the end of the month, with the effective date of the report being the last day of the previous month.

| Referral Source | Description and examples of reason |
|---|--|
| This Contracted Provider | Moved from another unit, place or address (same provider) |
| Work And Income (MSD) | WINZ / MSD |
| Other Service Providers | Includes any other social services agency or community group |
| Self Referral | Walk ins, no referral source |
| Transfer From Another EH Provider | Referred from another provider of EH services |
| Family / Whanau | Family Or Whanau |
| | |
| | |
| Reason for Requiring EH | Description and examples of reason |
| Homelessness | Sleeping Rough |
| Overcrowding | Sleeping in sheds, on mattresses etc |
| Eviction | Going to be or Recently Evicted |
| Family / Whanau Issues | Family conflict or problems affecting living situation |
| Financial Issues | Not able to afford accommodation |
| Criminal Justice Issues | Not able to find accommodation due to criminal records etc |
| Mental Health Issues | Not able to find accommodation due to mental health issues |
| Drug or Alcohol Issues | Not able to find accommodation due to drug and alcohol issues |
| Other Health Issues | Not able to find accommodation due to othe health issues |
| Safety Issues | Home is unsafe due to domestic violence (including LGBT safety issues) |
| Unsuitable Accommodation | Accommodation not the right size or accessible property required |
| | |
| | |
| Destinations | Description and examples or reason |
| Social Housing (including HNZ) | Moved to a Social Housing property (Housing NZ or others) |
| Family / Whanau | Moved in with family, whanau or friends |
| Motel, lodge or boarding house | Moved to a motel, lodge or boarding house |
| Transferred to Emergency Housing Pro | Household moved to another EH provider |
| Private Rental | Moved into a private rental |
| Remanded or Arrested | Client was remanded or arrested |
| Removed From Service By Provider (C | Client was removed from the service , please add a comment |
| Unknown - Voluntarily Left Service (Con | Client left or did not return, destination unknown. Please add a comment |

Provider Narrative Report - Quarterly Report (Optional)¹⁰

1. *Describe how the clients' benefited from the service and provide examples of success stories.*
2. *What trends, issues and or impacts did you identify for the client group that influence your outcomes?*
3. *Describe the strategies or practises you developed to move clients from Emergency Housing Accommodation to the private sector.*

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.

¹⁰ The Provider Narrative Quarterly Report is optional and should be uploaded to ShareFile if you choose to complete it.

Appendix Six – Responsibilities and conditions of payment Form

Responsibilities and conditions of payment for clients accessing contracted transitional housing provider services

You have accepted an offer made by *[contracted provider name]*, a Ministry of Housing and Urban Development (HUD) contracted transitional housing provider, in partnership with the Ministry of Social Development (MSD). This letter explains what you need to know and asks you to confirm that you understand your responsibilities.

You need to know that:

- the agreement you have with *[contracted provider name]* (including rules of stay and what happens if you break these rules), is between you and the provider only and does not involve HUD or MSD;
- you must contribute 25% of your income towards transitional housing services and any additional accommodation costs you may be charged;
- you will be responsible for any costs for damages or losses caused by you or anyone staying with you;
- while you are in transitional housing you need to make a reasonable effort to find other longer-term accommodation;
- if you are unable to stay in transitional housing because you have broken the rules of stay, and still need help with emergency housing, we may not assist you with further emergency housing assistance.

Security deposit payment

We have also approved a security deposit of *[\$XXX]*. *[contracted provider name]* requires this as security against loss (such as any breakages or damage to the property whether intentional or accidental) before they will allow you to stay. If this money is needed, you will have to pay it back to MSD.

The security deposit cannot be used to cover costs that are not for accommodation. For example, it will not cover any of the following:

- telephone, internet, or pay-television charges
- utilities
- meal charges
- storage of excessive goods
- laundry services
- car-parking.

Vacating the accommodation at the end of your stay

You will need to vacate the accommodation at the end of your stay at *[contracted provider name]*. This is a process that occurs with the provider. It is very important you do this so that *[contracted provider name]* can confirm if you have any costs to pay from the security deposit.

When you vacate, *[contracted provider name]* will check for any loss or damages and discuss these costs with you (if there are any). If they need to use some of the security deposit for these costs, and you agree, they will ask us to pay these costs on your behalf. You will have to pay this back to us.

If you don't follow the vacate process before you leave and *[contracted provider name]* has loss or damages costs, they will also ask us to pay these costs on your behalf. You will also have to pay this back to us.

We will not pay on your behalf, costs for any loss or damage that:

- is more than the amount approved for the security deposit;
- the accommodation provider has discussed with you and you did not agree that the loss or damage was your responsibility, (the dispute will remain between you and the transitional housing provider).

We will not pay on your behalf, costs other than those for loss or damage (e.g. we will not pay phone or internet usage costs etc).

Please confirm you understand the conditions of the Ministry of Social Development payment

By signing this I understand that:

- if MSD makes any payments to the provider, these are on my behalf
- the agreement for providing transitional housing (including rules of stay and what happens if I break these rules), are between the provider and myself, and that MSD and HUD has nothing to do with that agreement
- MSD or HUD will not be responsible for costs of any damages or losses for which I or anyone staying with me is responsible for
- if there are costs that MSD won't pay on my behalf the provider will follow these up with me
- if I do not make a reasonable effort to find alternative accommodation, including taking the steps I have agreed with MSD, without a good reason, or cannot stay in the transitional housing because I have broken the rules of stay, MSD may not assist me with further emergency housing assistance
- if any of the security deposit is used, I will have to pay this back to MSD
- if there are any costs for losses or damages that I accept I am responsible for or I do not complete the checkout process with the provider, MSD will pay these costs on my behalf (up to the amount approved) and I will need to pay this back to MSD
- if I do not accept, I am responsible for any costs that the provider says I am responsible for, this is to be resolved between me and the provider (not MSD and HUD).

Declaration

I agree, if required, to pay back any recoverable payment if MSD asks me to. The responsibilities and conditions of payment have been explained to me.

If I need clarification on the responsibilities and conditions of payment, I will contact MSD to discuss.

Client SWN:

Client's name:

Date:

Client's signature:


Office use only

Client given signed copy

Signed copy scanned and sent to MSD via ShareFile with Special Needs Grant form completed by the client

Appendix Seven – Special Needs Grant / Advance on Benefit / Recoverable Assistance Payment Form¹¹

Special Needs Grant/Advance on Benefit/Recoverable Assistance Payment



Work and Income
Te Hiranga Tangata
A service of the Ministry of Social Development

CLIENT NUMBER

Client details

Q4 note: Give the gross amount of money you and your partner/spouse get from wages, salary, business income, or other sources. (Do not include benefit.)

Q5 note: Give the amount of money you have in savings accounts, Bonus Bonds, shares, investments, etc.

1. What is your name?

| | |
|---------------|------------------------|
| First name(s) | Surname or family name |
|---------------|------------------------|
2. Where do you live?

| | |
|---------------|-------------|
| Rt./house no. | Street name |
| Suburb | City |
3. What is your contact phone number?
4. What is your weekly income? \$
5. What savings and investments do you have? \$
6. How much money do you require? \$
7. Please provide reasons why you need this money below:

Statement

Please read the statement carefully before you sign it.

The information I have given is true and I have not left anything out. I agree, if required, to pay back any recoverable payment if Work and Income asks me to. The conditions of payment have been explained to me.

Client's name (print)

Client's signature

Date

| | | |
|-----|-------|------|
| Day | Month | Year |
|-----|-------|------|

OFFICE USE ONLY Has the Decision Summary Sheet been completed? (This is mandatory – see over.) Yes

Benefit due SNG Advance Recoverable Assistance Payment

Decision: Approved Declined Non-recoverable Recoverable

Service Centre Manager's discretion utilised: Yes No

| Payment to be made to | Assistance for | Amount |
|-----------------------|----------------|------------------|
| 1. | | \$ |
| 2. | | \$ |
| 3. | | \$ |
| | | Total \$ |
| | | Recovery rate \$ |

Case Manager's signature

Authenticator's signature

Service Centre Manager's signature

Cheque Issuer: Cheque numbers Type of identification

Cheque Issuer's signature Date

Day Month Year

S11 – M07 2013
1

Appendix Eight – Health, Safety and Wellbeing Management Schedule

The [Health and Safety at Work Act 2015](#) (the Act) requires that organisations (referred to as PCBU's under the Act) who work together must 'so far as reasonably practicable, **consult, cooperate** with, and **coordinate** activities with all other PCBU's who have a duty in relation to the same matter' (section 34 of the Act).

The following schedule is an example of how HUD, MSD and the Provider can work together to meet their joint obligations under the Act.

| Transitional Housing Service | | |
|--|---|--|
| Provider and Contract Reference | | |
| Date Service Commences | | |
| Location/s of service delivery | | |
| Provider Representative | | |
| Contact Person (Name, title and business unit) | Phone | Email |
| | | |
| HUD and MSD Representatives | | |
| Contact Person (Name, title and business unit) | Phone | Email |
| | | |
| | | |
| Consultation, Cooperation, and Coordination (How will the Provider, HUD and MSD work and communicate together to share essential information around health, safety and wellbeing? Essential information includes, service delivery issues, risk management, and incident reporting. This also extends to sub-contractors who are providing significant resources and/or operational assistance with the delivery of the service.) | | |
| How will we communicate essential information to each other? (i.e. what are the regular meetings, reports etc. where we will share essential information with each other?) | | |
| What is the process for escalating the reporting of serious incidents or risks to MSD and HUD? (i.e. notifiable events under the Act, emergencies, new significant risks – HUD has a template you can use for this purpose) | | |
| Risk Management (This section identifies the key risks involved in the service delivery) | | |
| Critical Risks identified by the Provider | To address this section, Providers may wish to supply a copy of their risk management register. | |
| How do we minimise the risk of harm? (i.e. critical risk management plans, risk register, safety plans, safe operation procedures) | | |
| Contract Delivery Review (It's intended that the following sections are to be completed by HUD, MSD and the Provider on an annual basis. The purpose of the review is to strengthen risk management defences and identify opportunities for HUD to make future contracts even safer.) | | |
| Emergencies (These are serious incidents caused by events outside of the service delivery which may have an impact on the service i.e. earthquake, fire) | | |
| What Happened? | What did we learn? | What will change to improve safety? |
| | | |
| | | |
| Work Issues | | |

| (Were there any significant issues uncovered in the delivery of the service that impacted on health, safety and wellbeing) | | | |
|---|---------------------------|---|--------------|
| What Happened? | What did we learn? | What will we do differently next time? | |
| | | | |
| Date Review Completed: | | | |
| Contract Delivery Review Completed for HUD and MSD by: | | | |
| Business Unit | Name and Title | Phone | Email |
| | | | |
| | | | |
| Contract Delivery Review Completed for the Provider by: | | | |
| Organisation | Name | Phone | Email |
| | | | |

Appendix Nine – Declaration for damage or loss Form¹²

Please provide the following information with your invoice for payment of damages (where a security deposit had been approved and a client has agreed to the costs for loss or damage they have caused or has exited without checking out) to your local Work and Income service centre.

** The client's MSD number is on the 'Supplier Payment Authorisation' form the client gave you when they checked in.*

I confirm that [name] ("the client") stayed at [Provider name] ("the supplier") from [date] to [date] and has agreed to the below loss or damage costs.

Or (omit statement that is not relevant)

I confirm that [name] ("the client") stayed at [Provider name] ("the supplier") from [date] to [date] and did not check out on leaving the premises.

I confirm that there is loss or damage caused to the accommodation provided to the client that has occurred during this period and that this loss or damage is of a kind covered by the security deposit agreed to by the client at the start of his/her stay.

The loss or damage caused is: [itemised description of loss or damage]

The maximum security deposit in place for the client is: [\$x]

The total cost of the loss or damage caused by the client is: [\$x].

We (the supplier) now seek payment to be made to us by the Ministry of Social Development on behalf of the client up to the maximum security deposit amount.

Signed: [Provider staff name]

Date: [date]

MSD client's number: [client number]*

¹² Copy here: www.workandincome.govt.nz/providers/housing-providers/emergency-housing/emergency-accommodation-suppliers.html