



s 9(2)(a)

Tēnā koe s 9(2)(a)

Thank you for your email of 6 September 2024 requesting information under the Official Information Act 1982 (the Act) relating to Legacy Housing. I will address each of your questions below:

**1. On what date did Legacy Housing become a contracted Transitional Housing Provider?**

Legacy Housing was approved to become a Transitional Housing Provider on 15 December 2023

**2. Was there an open tender in GETS for the Transitional Housing places that were awarded to Legacy Housing? If there was an open tender, did any other providers apply for the contracted places?**

Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development (HUD) does not allocate any Transitional Housing places by way of open tender. Transitional Housing places are allocated by HUD to approved providers based on ability to deliver and need for places. This is explained in our Invitation to Partner.

HUD had a process that providers needed to go through to become a Transitional Housing Provider. Housing support service providers had to apply through our Transitional Housing Invitation to Partner. Providers who were then appointed to the Transitional Housing Panel (the panel) had to either provide evidence of Level 3 Social Service Accreditation through Te Kāhui Kāhu or demonstrate that they had the capability to gain accreditation within at least three months of applying.

The Transitional Housing Provider Panel - Invitation to Partner (ITP) 2021 – 2025 notice was available on GETS, noting that the Panel is currently closed to new entrants:  
[www.gets.govt.nz/HUD/ExternalTenderDetails.htm?id=25036398](http://www.gets.govt.nz/HUD/ExternalTenderDetails.htm?id=25036398).

The original ITP document is attached.

**3. Did Legacy Housing approach MHUD, or did MHUD approach Legacy Housing in the first instance about them becoming a TH provider?**

Legacy Housing became a Transitional Housing provider by responding to our Invitation to Partner on GETS.

**4. How many staff positions at Legacy Housing has MHUD funded and what are the job titles of the positions?**

HUD funds Transitional Housing providers to deliver the service and does not mandate what positions they choose to staff.

**5. How much taxpayer funds have been paid to Legacy Housing in respect of Transitional Housing contracts?**

This information is being withheld under section 9(2)(j) of the Act: *to enable a Minister of the Crown or any department or organisation holding the information to carry on, without prejudice or disadvantage, negotiations (including commercial and industrial negotiations).*

**6. Has MHUD ever funded transitional housing places at the address: 23 Clarke Avenue?**

**7. Has MHUD ever funded transitional housing places at the address: 24 Robinson Crescent?**

**8. Has MHUD ever funded transitional housing places at the address: 44 Highbury Avenue?**

This information is being withheld under section 9(2)(a) of the Act: *to protect the privacy of natural persons.*

HUD does not release information on specific locations of Transitional Housing as this can impact the privacy of the households residing in these places. I can confirm however that HUD does contract for the provision of Transitional Housing in Palmerston North, with around 144 places currently provided. You can find more data relating to Transitional Housing provision by Territorial Local Authority areas on our website here:

[www.hud.govt.nz/stats-and-insights/the-government-housing-dashboard/key-stats-by-tla](http://www.hud.govt.nz/stats-and-insights/the-government-housing-dashboard/key-stats-by-tla)

**9. How many clients have been placed into Transitional Housing at Legacy Housing?**

There have been 9 distinct clients placed into Transitional Housing with Legacy Housing.

**10. How many of those clients has Legacy Housing successfully transitioned into permanent accommodation?**

A small number of those clients have exited to permanent accommodation with the remaining clients still in Transitional Housing. The exact count of exiting households is withheld under section 9(2)(a), to protect the privacy of these individuals.

Furthermore, when clients move on from Transitional Housing, they are offered ongoing support for up to 12 weeks to help them settle into their new home. However, clients are not obliged to take up these offers or to inform their support services provider where they are moving on to where their housing outcome has not been facilitated by their Transitional Housing Provider.

**11. Given that Legacy Housing has not built any new homes or converted any end of life motels (as, for example, Homes for People have), how did MHUD determine that it would be better for the overall Housing Supply in Palmerston North to bring existing residential properties under TH contracts with Legacy Housing, rather than leaving them available in the market for the general public to rent under normal Residential Tenancy agreements, or to purchase as first home buyers?**

Transitional Housing provides temporary accommodation for individuals and whānau who don't have anywhere to live and urgently need a place to stay. Transitional Housing is diverse. It includes new-builds, residential homes, re-purposed and long-term leased properties. Properties are sourced a number of ways, including buying and leasing properties from the private market, using service providers' existing properties and building new properties. It is not intended as a long-term accommodation solution for families.

Our preference is that additional Transitional Housing places are delivered using new supply, but this is not always possible or appropriate given the location and needs of the cohort being supported.

**12. Given that there were already a number of contracted TH providers in Palmerston North, including large providers like Homes for People and the Salvation Army, how did MHUD arrive at the conclusion that another contracted provider was needed for Palmerston North?**

When choosing to bring on new providers prior to the Panel being closed to new entrants earlier this year, HUD looked to maintain an appropriately sized and balanced provider pool with a range of capabilities, including the ability to support specific at-risk cohorts such as rangatahi/youth. There is more information about how opportunities are allocated in the Framework Agreement (attached), which is the overarching contract document that Transitional Housing providers enter into before completing site specific contracts.

**13. Given that the most recent Quarterly Housing report showed that Kainga Ora had 31 vacant social homes ready to rent in Central Region, how did MHUD determine that it was necessary to spend time and money on a new TH contract with Legacy Housing, rather than working with Kainga Ora and MSD to get people into the 31 homes that were already available at Kainga Ora?**

Placement of households into social and Transitional Housing is managed by the Ministry of Social Development, and the need to provide Transitional Housing is determined from the demand for emergency and social housing and other indicators. One of the pathways out of Transitional Housing is into social housing.

Social housing places may be recorded as being unoccupied for a variety of reasons including being vacant in between tenancies, being vacant while the property is undergoing refurbishment or planned maintenance, or being vacant pending disposal or sale. This last situation typically occurs when social housing places are in locations with low or no demand and being no longer fit for purpose or of an inappropriate typology for the local demand.

**14. Given that Kainga Ora has 117 "unavailable" homes in Central Region, how did MHUD determine that a TH contract with Legacy Housing was a higher priority for the Ministry than collaborating with Kainga Ora to do everything necessary to bring those 117 state owned homes back into a rentable state for people in need of housing?**

Maintaining the pool of available social housing places managed and funded by Kāinga Ora – Homes and Communities (Kāinga Ora) is funded separately to HUD's Transitional Housing service as the two programmes are designed to address different needs. Having an appropriate number of Transitional Housing places available in a location supports the maintenance of successful pathways into more permanent accommodation, which includes social housing.

**15. Please provide any document or policy that the Ministry has that details the criteria necessary for an organisation to become a contracted TH provider, and the decision making processes by which MHUD determines who to award any such contract to.**

See answer to question 2.

In terms of section 9(1) of the Act, I am satisfied that, in the circumstances, the decision to withhold information under section 9 of the Act is not outweighed by other considerations that render it desirable to make the information available in the public interest.

You have the right to seek an investigation and review of my response by the Ombudsman, in accordance with section 28(3) of the Act. The relevant details can be found on the Ombudsman's website at: [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz).

As part of our ongoing commitment to openness and transparency, the Ministry proactively releases information and documents that may be of interest to the public. As such, this response, with your personal details removed, may be published on our website.

Nāku noa, nā

A handwritten signature in black ink, appearing to be 'WB', with a horizontal line extending to the right.

William Barris

**General Manager, Partnerships and Performance**

**Te Tūāpapa Kura Kāinga – Ministry of Housing and Urban Development**

[insert Provider logo]

# Transitional Housing Provider Panel | Framework Agreement

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The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Housing and Urban Development

[Name of Provider]

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THP Panel Framework Agreement between HUD and [Provider]

This **Framework Agreement** is made on [date]

**between** (1) **The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Housing and Urban Development (HUD)**

**and** (2) **[Name of Provider] (Provider)**

## **INTRODUCTION**

- A. The Ministry of Social Development (**MSD**) issued an Invitation to Partner (**ITP**) on 7 October 2016, seeking proposals from emergency housing providers who wish to be added to an emergency housing provider panel (**EHP Panel**) to be considered for future contract opportunities in relation to the provision of emergency housing accommodation and associated emergency housing services.
- B. On 1 October 2018 certain housing functions carried out by MSD under the *Housing Restructuring and Tenancy Matters Act 1992* were transferred to the Ministry of Housing and Urban Development (**HUD**). HUD is now the Crown entity responsible for contracting opportunities in relation to the provision of transitional housing accommodation and associated transitional housing services. MSD will continue to manage transitional housing operational matters such as referrals and payments.
- C. HUD has selected the Provider for appointment to the Transitional Housing Provider Panel (THP Panel), previously known as the EHP Panel. The operation of the THP Panel and the Provider's appointment to the THP Panel to be in accordance with the terms of this Framework Agreement.

## **IT IS AGREED:**

### **1 SCOPE OF THE THP PANEL**

#### **1.1 Appointment**

- (a) HUD appoints the Provider to the THP Panel and the Provider accepts that appointment, in accordance with and subject to the terms of this Framework Agreement.
- (b) Appointment to the THP Panel enables HUD to engage with the Provider to offer Contract Opportunities to the Provider in relation to the provision of Services to HUD.
- (c) The Provider acknowledges and agrees that:
  - (i) the THP Panel is an open panel and as such HUD may appoint one or more additional providers to the THP Panel from time to time;
  - (ii) HUD may make Contract Opportunities available to any provider appointed to the THP Panel in accordance with this Framework Agreement;

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THP Panel Framework Agreement between HUD and [Provider]

- (iii) nothing in this Framework Agreement will commit HUD to procure any minimum volume of Services from the Provider, or to pay any amount to the Provider, except as HUD and the Provider may agree in a validly executed Transitional Housing Agreement;
- (iv) HUD is not required to have all its needs for the Services met from within the THP Panel and, in some instances, HUD may obtain Services from outside the THP Panel; and
- (v) the process set out in clause 2 of this Framework Agreement applies in respect of any Contract Opportunity that may arise.

## 1.2 Term

- (a) The THP Panel shall be in place from 7 October 2016 to 30 June 2025, unless otherwise ended early or extended by HUD in its sole and absolute discretion (**THP Panel Term**).
- (b) This Framework Agreement will start on the date that it is executed by both parties and will terminate at the end of the THP Panel Term, unless otherwise terminated earlier in accordance with this Framework Agreement or as permitted by Law.

## 1.3 Removal from THP Panel

If the Provider fails to meet the Key Indicators required by this Framework Agreement or fails to meet its obligations under a Transitional Housing Agreement that it has entered into with HUD, then HUD may:

- (a) request the Provider to give reasons why it has not met the relevant requirements (in which case the Provider will give the requested reasons); and
- (b) consider those reasons and if, in its sole discretion, HUD considers that the Provider no longer meets the Key Indicators, it may remove the Provider from the THP Panel and this Framework Agreement will terminate. If HUD removes the Provider from the THP Panel, it must tell the Provider the reasons for this removal.

## 2 PROCESS FOR CONTRACT OPPORTUNITIES

### 2.1 Contract Opportunity

- (a) When a Contract Opportunity arises, HUD may engage in discussions with the Provider and seek information or a proposal from the Provider about the Provider's capacity, capability, price and any other factors that HUD considers relevant to the Contract Opportunity. Such discussions, negotiations or provision of information, including quotes, do not constitute an agreement nor create any legally binding obligation on HUD to offer a Contract Opportunity to the Provider.
- (b) The Provider must respond to HUD's request for information or a proposal within the timeframe requested by HUD. If the Provider fails to respond to HUD's request for information within the required timeframe, HUD may exclude the Provider from further consideration for the Contract Opportunity.

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- (c) HUD may also engage with other providers on the THP Panel (in addition to the Provider) where a Contract Opportunity arises. However, where an:
  - (i) Option 1 Contract Opportunity arises HUD intends to use a direct source secondary procurement method, and as such, HUD may approach any provider and not necessarily the Provider; and
  - (ii) Option 2 Contract Opportunity arises HUD intended to use one of the following secondary procurement options (the option selected to be at HUD's sole discretion):
    - A. competitive quotes based on price;
    - B. competitive quotes based on expertise, proposed solution and value for money;
    - C. direct source based on best fit; and
    - D. location.
- (d) If HUD wishes to engage the Provider to perform Services, it will offer the Provider an Transitional Housing Agreement containing the terms and conditions upon which HUD makes its offer (**Offer**). The Offer will expire ten (10) Business Days after it is received by the Provider (or such other period of time as agreed between the parties).
- (e) The Provider and HUD may enter into discussions in relation to the Contract Opportunity-specific terms and details in the Transitional Housing Agreement, and accordingly, may agree to amend those terms of the Offer.
- (f) After receiving an Offer, the Provider may accept the Offer (as may have been amended by agreement between the parties) by signing the Transitional Housing Agreement and returning it to HUD within ten (10) Business Days of the receipt of the original Offer. If HUD does not receive the signed Transitional Housing Agreement from the Provider within this time period, the Provider will be deemed to have declined the Offer.
- (g) In considering whether or not to provide a Contract Opportunity to a Provider or to make an Offer, HUD may take any matters into consideration, including those set out at section 2.2 of the ITP and in an THP Panel provider's proposal in response to the ITP.

## 2.2 Limitations to Contract Opportunities

If HUD, in its sole discretion, considers the Provider has limited capacity to provide the Services and meet the Key Indicators, then HUD may apply specific limitations to the number or scope of Contract Opportunities that the Provider may be selected to engage in discussions or negotiations in respect of. If HUD applies limitations in respect of the Provider, it will notify the Provider.

## 3 REVIEW OF PERFORMANCE AND DELIVERY AGAINST KEY INDICATORS

### 3.1 Key criteria for THP Panel members

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THP Panel Framework Agreement between HUD and [Provider]

In order to be appointed to and to remain on the THP Panel, HUD must be satisfied that the Provider has shown and continues to show that it meets the following Key Indicators:

- (a) the Provider has met all requirements of, including the Performance Measures, any Transitional Housing Agreement that the Provider has entered into with HUD for the provision of specific Services;
- (b) the Provider sufficiently demonstrates that it meets all requirements of the ITP, including showing that it has:
  - (i) the ability to provide appropriate transitional housing accommodation and services,
  - (ii) the capability and capacity to meet the transitional housing requirements,
  - (iii) the relationship management requirements, and
  - (iv) the organisational stability;
- (c) the Provider complies with all requirements of Level 3 Social Sector Accreditation; and
- (d) the Provider is able to meet all the requirements of the Transitional Housing Agreement.

#### **4 RELATIONSHIP MANAGEMENT AND REPORTING**

##### **4.1 Relationship management**

- (a) The Provider must be able to work professionally and effectively with MSD and HUD.
- (b) The Provider must maintain regular contact with each of MSD and HUD.
- (c) The Provider must have processes in place for effective problem resolution and appropriate escalation of issues arising from its provision of the Services.

##### **4.2 Reporting requirements**

The Provider must, on an annual basis, submit to HUD a copy of its annual report and/or accounts, including financial statements and any other information that HUD considers relevant to satisfy itself that the Provider is continuing to meet the Key Indicators.

##### **4.3 Confidentiality and privacy**

- (a) Subject to any applicable law, the parties agree to treat as confidential and not disclose to any third party nor use for its own benefit (other than for the purposes of carrying out the Services under this Framework Agreement or an Transitional Housing Agreement) any information it receives from the other party that is marked "confidential" or by its nature, the receiving party should know is confidential.
- (b) The Provider agrees to comply with the Privacy Act 1993 when providing the Services and performing its other obligations under this Framework Agreement or an Transitional Housing Agreement.

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#### 4.4 **Public disclosure**

All public disclosure by the Provider relating to this Framework Agreement or any prospective or actual Contract Opportunity related to this Framework Agreement, including promotional or marketing material (but not including any announcement intended solely for internal distribution or any disclosure required by legal, accounting or regulatory requirements) shall be co-ordinated with and must first be approved in writing by HUD prior to its release.

### 5 **GENERAL**

#### 5.1 **Relationship between the parties**

The relationship of the Provider to HUD is that of an independent contractor to its customer. Nothing in this Framework Agreement will constitute either party as the partner, agent, fiduciary, trustee, employee or officer of, or as a joint venture with the other party.

#### 5.2 **Assignment**

Neither party may assign, novate and/or transfer the whole or any part of its rights and/or obligations under this Framework Agreement without the other party's prior written consent and any purported assignment, novation and/or transfer without such prior written consent is deemed to be void.

#### 5.3 **Counterparts**

This Framework Agreement may be signed in any number of counterparts all of which, when taken together, constitute one and the same instrument. A party may enter into this Framework Agreement by executing any counterpart.

#### 5.4 **Severability**

If any provision of this Framework Agreement is or becomes unenforceable, illegal or invalid for any reason, the relevant provision shall be severed from this Framework Agreement without affecting the legality, validity or enforceability of the remaining provisions.

#### 5.5 **Waiver**

Any delay, failure or forbearance by a party to exercise (in whole or in part) any right, power, or remedy under, or in connection with, this Framework Agreement shall not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this Framework Agreement shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.

#### 5.6 **Governing law and jurisdiction**

This Framework Agreement is governed by, and is to be construed in accordance with, the Laws of New Zealand. Each party irrevocably submits to the non-exclusive jurisdiction of the New Zealand courts for the purpose of hearing and determining all disputes under or in connection with this Framework Agreement.

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## 6 DEFINITIONS AND INTERPRETATION

### 6.1 Definitions

In this Framework Agreement, unless the context otherwise requires, the following terms have the following meanings:

**Business Days** means any day of the year other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
- (b) a day commencing on the 24th day of December in any year and ending on the 5th of January in the following year, both days inclusive; and
- (c) the day observed as the anniversary of Wellington, New Zealand and the province where the Provider's head office is located;

**Contract Opportunity** means an Option 1 Contract Opportunity and/or an Option 2 Contract Opportunity, and **Contract Opportunities** means multiple such opportunities;

**THP Panel** means the panel of transitional housing providers established by HUD to provide transitional housing and transitional housing services, as defined in paragraph A of the Introduction to this Framework Agreement;

**THP Panel Term** is defined in clause 1.2(a) of this Framework Agreement;

**Transitional Housing Agreement** means an agreement that HUD will provide to the Provider and which will be the basis of any contractual arrangement that the Provider and HUD enter into for the provision of Services and, where not clearly inconsistent with the context of this Framework Agreement, includes any specific Transitional Housing Agreement that the parties enter into;

**Framework Agreement** means this agreement;

**ITP** is defined in paragraph A of the Introduction to this Framework Agreement;

**Key Indicators** means the indicators set out at clause 3.1(a) of this Framework Agreement;

**Level 3 Social Sector Accreditation** means Level 3 of the Social Sector Accreditation Standards, being the standards produced by the New Zealand Government for the accreditation of providers funded to deliver social services;

**Option 1 Contract Opportunity** means the provision of Services utilising a provider's own privately owned or leased properties;

**Option 2 Contract Opportunity** means the provision of Services utilising Crown agency-owned properties that are leased by a provider from the Crown-agency; and

**Services** means the provision of appropriate short-term transitional housing accommodation and associated support services, as described in the ITP and more

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specifically defined in an Transitional Housing Agreement entered into between HUD and the Provider.

## 6.2 Interpretation

In this Framework Agreement, unless the context otherwise requires:

- (a) a reference to the Provider includes a reference to its respective successors in title and permitted assigns (and where the context so permits its respective personnel, contractors, agents and representatives);
- (b) whenever the words "includes" or "including" are used in this Framework Agreement, they are deemed to be followed by the words "including without limitation";
- (c) a reference to any legislation includes a modification of that legislation, legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation; and
- (d) headings to clauses are included for ease of reference only and are not to have any effect on construction and interpretation.

## EXECUTION

**Executed** as an agreement.

**SIGNED** for and on behalf of **THE SOVEREIGN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE CHIEF EXECUTIVE OF THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT** under delegated authority by:

\_\_\_\_\_  
Signatory name:  
Signatory title:

**SIGNED** for and on behalf of **[Provider]** by:

\_\_\_\_\_  
Signatory name:  
Signatory title:

\_\_\_\_\_  
Signatory name:  
Signatory title:

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