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Dear

On 31 May 2021, you emailed the Ministry of Social Development (the Ministry) requesting, under the Official Information Act 1982 (the Act), the following information:

A copy of the Ministry's contract with Comcare.

Please find the following documents attached:

- Outcome Agreement between Ministry of Social Development and Comcare Charitable Trust, signed 22 February 2019
- Outcome Agreement Variation between Ministry of Social Development and Comcare Charitable Trust, signed 29 July 2019
- Outcome Agreement Variation between Ministry of Social Development and Comcare Charitable Trust, signed 7 April 2020
- Outcome Agreement Variation between Ministry of Social Development and Comcare Charitable Trust, signed 1 July 2020
- Outcome Agreement Variation between Ministry of Social Development and Comcare Charitable Trust, signed 21 September 2020
- Outcome Agreement Variation between Ministry of Social Development and Comcare Charitable Trust, signed 21 December 2020

The names and contact details of some individuals have been removed as 'out of scope', as you confirmed that you do not required this information.

The principles and purposes of the Act under which you made your request are:

- to create greater openness and transparency about the plans, work and activities of the Government
- to increase the ability of the public to participate in the making and administration of our laws and policies
- to lead to greater accountability in the conduct of public affairs.

This Ministry fully supports those principles and purposes. The Ministry therefore intends to make the information contained in this letter and any attached documents available to the wider public. The Ministry will do this by publishing this letter and attachments on the Ministry of Social Development's website. Your personal details will be deleted and the Ministry will not publish any information that would identify you as the person who requested the information.

If you wish to discuss this response with us, please feel free to contact OIA Requests@msd.govt.nz.

If you are not satisfied with this response regarding the Ministry's agreement with Comcare, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at <a href="https://www.ombudsman.parliament.nz">www.ombudsman.parliament.nz</a> or 0800 802 602.

Yours sincerely

Keitha Cathro-Mills

Acting General Manager

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Services and Contracts Management



# **Outcome Agreement**

Between

# **Ministry of Social Development**

And

# **Comcare Charitable Trust**

Contract Name	Employment Service
Contract Number	NATO-19-01008
Commencement Date	1 April 2019
Term	Five Years and Three Months
Expiry Date	30 June 2024
Total contract value (excluding GST)	\$1,205,568.00
51)	

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# **Outcome Agreement**

# **Parties**

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

Comcare Charitable Trust duly incorporated under the Charitable Trusts Act 1957 (Registration Number 442754) and having its registered office at 249A Lichfield Street, Christchurch 8011 (the Provider).

# Introduction

- A The Framework Terms and Conditions (2<sup>nd</sup> edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at www.procurement.govt.nz
- B This Outcome Agreement describes the:
  - Outcome(s) to be achieved;
  - Services that the Provider will provide to contribute towards achieving that Outcome; and
  - The performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome(s).
- C The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (Including the Framework Terms and Conditions).

# It is agreed

- 1 Relationship between this Outcome Agreement and the Framework Terms and Conditions
- 1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with Clause 9).
- 1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.
- 1.3 The Introduction above forms part of this Outcome Agreement.
- 2 Term of this Outcome Agreement
- 2.1 This Outcome Agreement will commence on 1 April 2019 and end on 30 June 2024, unless terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Ministry may extend the term of this Outcome Agreement for further periods by giving the Provider notice it wishes to extend the term at least 30 days before the date when the term would otherwise expire.

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## 3 Services

- 3.1 The Provider will provide the Services described in Appendix 1 Service Details.
- 3.2 In providing the Services, the Provider will meet or exceed any performance measures set out in Appendix 1. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.
- 3.3 In providing the Services, the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.

# 4 Payment

4.1 Subject to the Purchasing Agent's rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times, specified in Appendix 1. Please note that payment values displayed in the Outcome Agreement exclude GST. However, payments for GST registered Providers will have the GST added, subject to the terms and conditions of the Outcome Agreement.

# 5 Contract Management

- 5.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 1 and 2.
- 5.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 1, 2, 3 and 4.

#### 6 New IP

- 6.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any new IP is to be owned by the Purchasing Agency it will be recorded in Appendix 2.
- 6.2 Any Agreed Uses of New IP are recorded in Appendix 2.

## 7 Privacy of personal information

7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in Appendix 2.

#### 8 Relationship Managers and contact details

8.1 Each party's initial postal address, physical address, e-mail address, phone number and Relationship Manager details is set out below:

Purchasing Agency: Ministry of Social Development

Relationship Manager:

Out of scope

Postal address: Physical address: Private Bag 68-911, Newton, Auckland 1141 Building A, 65 Main Highway, Ellerslie, Akl 1051

E-mail address:

Out of scope

Phone number:

Out of scope

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**Provider: Comcare Charitable Trust** 

Relationship Manager:

Martin Cole Chief Executive

Designation: Postal address:

PO Box 22 004, Christchurch 8140

Physical address:

249A Lichfield Street, Christchurch 8011

E-mail address: Phone number: Out of scope
Out of scope

9 Changes or additions to the Framework Terms and Conditions

- 9.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendix 3.
- 9.2 Except as set out in Appendix 3, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

# **Signatures**

# Ministry of Social Development

Signed by

Kelvin Moffatt

General Manager Service and

Contracts Management

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

Signed

Date

Comcare Charitable Trust

Signed by

Martin Cole

Chief Executive

I have authority to sign for Comcare Charitable Trust and confirm this agreement has not been altered from what was last provided by the Purchasing Agency.

Sinned

Date

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# Appendix 1 - Service Details

#### 1. About Work and Income

- Work and Income, through the Ministry of Social Development (the Ministry), helps New Zealanders to be safe, strong and independent – Manaaki Tangata, Manaaki Whanau.
- 1.2. The services in this Outcome Agreement contribute towards the Ministry's outcomes of:
  - (a) Improve employment outcomes through sustainable work;
  - (b) Improve people's abilities to meaningfully participate in society
  - (c) Improve equity of outcomes, particularly for Māori.

#### 2. Aims of the Service

- 2.1. The aim of the Employment Service (the Service) is to support clients with a disability or health condition to gain sustainable employment and move closer to financial independence. This will be achieved through the provision of employment-related case management, placement into open and inclusive employment, and any required post-placement support aligned with the client's Individual Employment Plan.
- 2.2. The Service is intended to focus on assisting clients to find or return to sustainable employment as quickly as possible, aligning with sector best practice.
- The Service will also provide clients with In-Work Support to assist with career development and work-place issues.
- 2.4. This is consistent with the evidence that there are Improvements in people's health and wellbeing when they are engaged in appropriate employment with the right support.

#### 3. Goals and Outcomes of the Services

- 3.1. The goals of the services are to support disabled people and people with a health condition to achieve their goals of obtaining sustainable employment of their choice by providing:
  - Preparation for employment
  - Employment placement
  - . Continuous employment support for up to 12 months
  - In-work support after 12 months, if required
  - 3.1.2. There is an expectation that the Provider will assist clients to develop natural supports in their employment.
  - 3.1.3. There is an expectation that the Provider will undertake self-review of their organisation's alignment with the Employment Support Practice Guidelines at least once a year.

# 4. Target Group

4.1. The target group for this service is people receiving Jobseeker Support or Supported Living Payment (or Sole Parent Support) registered with Work and

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Income, who are willing to undertake part or full-time employment, but face barriers to gaining and retaining employment because of a disability or health condition.

# 5. Eligibility Criteria

- 5.1. People eligible to participate in these services will:
  - · be currently living in New Zealand; and
  - be a New Zealand citizen or a permanent resident; and
  - be aged 16 to 64 inclusive, or over 65 and does not qualify to receive New Zealand Superannuation (Note: people placed in employment before age 65 may continue to receive on-going support from the Provider) and
  - be one of the following:
    - o be receiving, or their partner be receiving, a main benefit; or
    - o have applied for and been assessed as eligible for a main benefit; or
    - have been receiving a main benefit that has been cancelled because they have moved into employment; or
    - have applied for a main benefit but need to complete pre-benefit activities; or
    - have contacted the Ministry of Social Development or the service Provider seeking assistance to obtain or retain employment; or
    - o not be receiving Supported Living Payment (sickness, injury or disability) because the client is undertaking an employment trial with the agreement of Work and Income for a period of time; or
    - be applying for Supported Living Payment (sickness, injury, or disability, or total blindness); or
    - be receiving New Zealand Superannuation or a Veteran's Pension as a non-qualified spouse or partner
  - have a disability or health condition that is likely to impact on their ability to work for 6 months or more
  - require support to obtain or remain in employment in addition to that provided by Work and Income service delivery.
- 5.2. Exceptions to the eligibility criteria a person will not be eligible for the services when:
  - They qualify for vocational rehabilitation from the Accident Compensation Corporation
  - their vocational services are provided for through the Ministry of Health as a consequence of de-institutionalisation
  - they are still enrolled at school.
- The funding cannot be used for employment, training, activity, or services located or provided outside New Zealand.

#### 6. Service Volume

6.1. The Employment Service will be delivered to the maximum funding for the locations detailed in the below table:

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Location	Indicative Participants*	Funding (exclud	ling GST)
		3 months 1/4/19 to 30/6/19	Annual from 1/7/2019
Canterbury	60	\$57,408.00	\$229,632.00

- \*This contract is based on total funding, not participant volumes. The number of participants is based on an average and is provided as an indication of the approximate participants the funding will cover. Actual participant numbers will depend on individual SLI ratings, hours placed in work and progression through the service's milestones.
- 6.3. It is the responsibility of the Provider to manage their activity in accordance with the agreed maximum annual funding level for the service. Where the Provider exceeds the agreed maximum annual funding, the Ministry is under no obligation to make payment for additional places achieved, unless this has previously been agreed by the Parties in writing.

#### 7. Recruitment and enrolment

- 7.1. The Provider is responsible for identifying and recruiting eligible individuals to participate in the service. Clients and Work and Income may also refer to the Service.
- 7.2. Eligible individuals are defined as being close to "ready for work", not people requiring more fundamental work preparation assistance.
- 7.3. Clients who have been receiving a Transition Service from the Provider funded by the Ministry in their last year of school may enrol in the Employment Service after they leave school.
- 7.4. Work and Income may provide information to the target group about Employment Services in their area that they might approach. However, selection of a Provider is the client's choice and Work and Income is not responsible for referring clients to this Service, unless agreed in writing by both parties.
- 7.5. The Ministry will approve all dients to be enrolled in the Service, within 3 working days of receiving the referral request.
- 7.6. Clients who wish to transfer between Providers may be enrolled by the new Provider. There will be a two day period to confirm agreement from the client and current Provider prior to approval being granted to the new Provider.
- 7.7. A client's enrolment into the Service will be deemed complete once the Provider has:
  - had an initial meeting with the individual and confirmed their suitability to participate in the Service; and
  - confirmed that the client has been provided with information on the service;
     and
  - an agreement that the client wishes to use the service; and
  - requested the client's consent to share information with their disability or health and support providers (if any) and recorded whether or not consent has been given; and

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- received approval from the Ministry to enrol the client.
- 7.8. The Provider will seek the client's consent to allow the sharing of client information between the Provider, the Ministry and the client in order to more effectively deliver the services.
- 7.9. The Provider will capture, upload and maintain all client information within the Ministry's Services Outcome Reporting Tool (SORT. Refer to Appendix 2 Clause 3 for SORT and Privacy of Personal Information requirements).
- The Provider may claim the Enrolment Fee for all successful enrolments, including clients enrolling for In-Work Support.

# 8. Support Level Indicators

- 8.1. Each client enrolled in the Service will be assigned a Support Level Indicator (SLI) rating of low, medium or high by the Provider.
- 8.2. The SLI ratings will be based on:
  - 8.2.1. Pre-employment activities SLIs will be based on the number of hours the Provider will need to work with the client to get them into sustainable work, or return them to sustainable work
  - 8.2.2. Continuous Employment and In-Work Support activities SLIs will be based on the predominant type of support the Provider will need to support the client to retain employment
  - 8.2.3. The Pre-enrolment SLI will be reviewed at the Employment Placement, Continuous Employment and In-Work Support milestones.
  - 8.2.4. The SLIs are shown in Table 1 below:

	Enrolment & Pre- employment	Employment Placement, Continuous Employment and In-Work Support
Low SLI Rating	13 hours	Monthly contact – predominantly electronic (phone, text, e-mail)
Medium SLI Rating	26 hours	Fortnightly contact – predominantly face to face
High SLI Rating	39 hours	Weekly contact – predominantly face to face and facilitation between client, employer and Provider

8.3. An initial SLI rating will be assigned to each client during the Enrolment and Preemployment phase and recorded in SORT.

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8.4. SLI ratings may be changed at the Employment and/or Continuous Employment milestone stages to reflect the level of support required.

# Service Delivery

9.1. The Provider will be responsible for the active case management of clients to support them to achieve employment outcomes that align with their individual aspirations, goals and/or benefit obligations.

The Provider will ensure the degree of engagement and support is appropriately tallored to the needs of the client, their skills and preferences

- 9.2. The service will be delivered in an environment that is positive and respectful. The Provider will ensure that each client has the opportunity to participate as fully as possible in decisions about the service they receive.
- 9.3. If the client agrees, the Provider will maintain a close working relationship with the client's health and disability support providers (if any) with regard to the client's Individual Employment Plan and their progress, and to ensure that service delivery is appropriate to their needs.
- 9.4. The Provider will develop and maintain positive working relationships with other services and organisations working with the client, including government agencies, community organisations and the client's family/whānau.
- 9.5. The Provider will facilitate access to other services that can help provide further support for clients to overcome barriers to successfully achieving and retaining employment outcomes.
- The Provider will have a sound understanding of employment markets, and developed networks with employers.
- 9.7. General standards applied to the service the Provider will:
  - deliver the services to a consistently high standard and have appropriate systems in place to ensure that outcomes are achieved
  - the Provider will utilise the Ministry's Services Outcomes Reporting Tool (SORT) to record all client information and provide required reporting to the Ministry. See Appendix 2 Clause 3 Information Capture and Reporting for specific data and privacy requirements
  - have sound processes in place for the resolution of client complaints
  - ensure that all participants will have equal opportunity to access the services according to their needs
  - ensure that each client has the opportunity to participate as fully as possible
    in decisions about the service they receive and that, where appropriate,
    their family/whānau are also involved
  - comply with all relevant legislation, including the Code of Health and Disability Consumer's Rights
  - ensure that all facilities where services are provided are accessible to all
    participants and that participants are fully briefed on emergency and other
    evacuation procedures that apply to any premises in which services are
    provided
  - ensure that the personal privacy and dignity of participants is respected during the provision of the services, and the services are provided in a

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- manner which respects and is appropriate to participants' religious and cultural beliefs and practices, age, gender and disabilities
- in providing services to Māori, ensure that, where appropriate:
  - Tikanga Māori is integrated into the services
  - Local iwi/hapū are consulted about how tikanga Māori is to be integrated into such services

#### 10. Service Content

#### Pre-employment

- 10.1. The Provider will develop an individualised Employment Plan with each client that outlines:
  - · their key strengths and skills, needs and barriers to employment
  - their job aspirations and goals/career plan
  - the supports and accommodations they may need within a work environment
  - the key agreed activities that need to be undertaken to support the client into employment
- 10.2. Activities in the employment plan will be described under the following headings:
  - Pre-employment activities (developing a personal profile, career plan, job searching and matching, interview skills and creation of a cv)
  - Employment placement (employer negotiations, accommodations, supports both formal and natural)
  - Continuing employment (for 3 months & 6 months) (bedding in accommodations/supports, follow-up, building employer disability confidence
  - Continuing employment (for 9 months & 12 months) (monitoring supports, cementing employer disability confidence
- 10.3. The Provider will allocate a Support Level Indicator (SLI) rating based on the range of Interventions and support needed, identified in the Individual Employment Plan. Refer to Clause 8 for SLI ratings.
- 10.4. The Provider will provide support and mentoring to clients as needed, including:
  - · counselling regarding the benefits of employment
  - motivation and confidence building
  - personal development and building resilience
  - skills and techniques counselling, including identification and management of any exacerbation of a health condition and strategies for the management of these in the workplace.
- 10.5. The Provider will actively assist clients to find work quickly by:

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- supporting the client's job search activities
- identifying employment opportunities that are appropriate to the client's work preferences and obligations
- brokering appropriate employment through their employer networks.
- 10.6. The focus is expected to be on quickly placing, then supporting clients in paid employment. However, some clients may benefit from time-limited work experience opportunities or training that is relevant to their interests, strengths and future career aspirations. In these situations:
  - work experience placements need to be of sufficient duration to allow for the client to get to know the job, and to build relationships with work colleagues, and any unpaid work experience must be no longer than 4 weeks, unless explicitly agreed with the client
  - mainstream education and training in skills that have labour market demand are preferred

## **Employment Placement**

- 10.7. When a suitable job opportunity is identified, the Provider will assist the client with the negotiation of any flexible working arrangements, reasonable accommodations, and any initial training required by the client.
- 10.8. Employment must:
  - be within New Zealand
  - be 5 or more hours per week and expected to last for longer than two months (also refer to clause 10.9)
  - be paid at the minimum wage rate or above, and meet the minimum employment rights and entitlements determined in the Employment Relations Act 2000 (i.e. the client cannot have a Minimum Wage Exemption)
  - not be as a client of a business enterprise funded by the Ministry
  - not be as an employee of the Provider
  - be consistent with the client's benefit status and any work obligations they
    have (e.g. does the client have an obligation to work full-time, part-time, or
    no obligation?)
  - a client can have multiple jobs, the total hours of all jobs must be 5 hours or more and meet all other criteria
  - the Provider may claim an employment placement fee if the placement meets the criteria
- 10.9. If a client is placed into employment for less than 5 hours per week, and subsequently increases their hours of work to reach a minimum of 5 hours per week, this will be deemed as meeting the employment placement requirements at the time they reach 5 hours, provided all other criteria are also met. The placement will be recognised as from the initial employment commencement date.

Example 1: a client is placed into employment on 1 May 2019 for 2.5 hours per week and the employment meets all other criteria. By 1 October 2019, the client's employment hours have increased to 5 hours per week. The placement becomes a successful outcome, dated to 1 May 2019. Continuous Employment 3 months, 6

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months, 9 months and 12 months will be calculated from 1 May 2019.

Example 2: a client is placed into employment on 1 May 2019 for 2.5 hours per week and the employment meets all other criteria. On 1 October 2019, the client gains a second job for an additional 2.5 hours per week. The total combined employment is now 5 hours per week. The placement becomes a successful outcome, dated to 1 May 2019. Continuous Employment 3 months, 6 months, 9 months and 12 months will be calculated from 1 May 2019.

- 10.10. If a client is placed into employment and the hours of employment are subsequently increased to a higher band in the employment placement hours' schedule within the first 12 month period following placement, the Provider may claim an increase in the employment placement fee for the difference between the original placement hours and the new hours worked.
  - 10.10.1. This is subject to the employment being continuous and within the initial 12 month period following placement. The client may change employers but there must be no gap in the employment period.
  - 10.10.2. The SLI rating cannot be reviewed and changed for additional placement fee claims as this is considered to be within the one milestone event.

For example: a client with a SLI rating of Medium is placed into work on 1 May 2019 at 10 hours per week. The employment placement fee of \$250.00 is claimed and paid to the Provider. On 1 February 2020, the client's hours are increased to 20 hours per week. The client has had continuous employment since 1 May 2019. The Provider may claim an increased employment placement fee of \$200.00, being the difference between the hours' bands.

## Continuous Employment

- 10.11. Once a client has gained employment, the Provider will be responsible for providing support to the client and their employer to ensure any issues or barriers that might impede the client's ability to remain in employment are addressed. This should include the building of natural supports in the workplace by incorporating opportunities to up-skill direct supervisors and co-workers in their awareness of reasonable accommodations.
- 10.12. Continuous Employment is defined as employment lasting for each of the 3 month, 6 month, 9 month and 12 month employment milestones per individual client.
- 10.13. Where a client is unable to achieve continuous employment during either of the first 3 months or 6 months, the Provider is expected to continue working with the client to achieve subsequent employment prior to their initial 6 month milestone.
- 10.14. Where a client is unable to achieve continuous employment during the 3 month to 6 month, the 6 month to 9 month, or 9 month to 12 month milestones, the Provider is expected to continue working with the client to achieve subsequent employment prior to their initial 12 month milestone.
- 10.15. If a client needs to 'opt out of working' for a period of time due to their disability, the continuous employment can be placed on hold for up to six months total. Once the client returns to work, the continuous employment recommences from that date, with the employment period prior to being placed on hold included in the Continuous Employment calculation. The total Continuous Employment period would be a maximum of 18 months.

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The Provider can claim the Continuous Employment milestones when the dient has completed each milestone period.

For example, a client is placed in employment on 1 May 2019, works for a period of four months then needs to opt out of work from 1 September 2019, due to their disability. They are off work for six months, returning to work on 1 March 2020. The client will be deemed to have reached the Continuous Employment six month milestone on 30 April 2020.

The Provider will be able to claim the 3 month milestone payment in August 2019 and then the 6 month milestone payment in May 2020.

#### Cessation of Services

- 10.16. Services to a client will be deemed to have ceased 12 months after the client's initial placement into employment under this Service, where on-going support is not required and agreed, or prior to this where the:
  - Provider has been unable to achieve an employment outcome for the client within 12 months of their enrolment (the 12 months does not include any time spent in a Transition Service with the Provider prior to leaving school); or
  - Client placed into employment exits that employment and is unable to achieve another employment outcome within 12 months of their original employment commencing; or
  - Client has withdrawn their consent to participate in the Service; or
  - Provider wishes to withdraw offering the Service to the client; or
  - Client is deceased or has permanently left the area the Provider covers; or
  - Ministry advises the Provider that the client will no longer be funded to participate in the Service
- 10.17. If the client's employment is placed on hold due to their disability, the 12 month's period for calculation of ceasing the Service will be up to a total of 18 months.

#### Re-enrolment

- 10.18. If a client loses their job after 12 months continuous employment, or a total of 18 months employment if they have had an opt out period, they may re-enrol with the Service to get assistance to find another job. The Provider will receive the Enrolment and Pre-Employment Fee, and may earn the Employment Placement Fee and Continuous Employment Fee in this circumstance.
- 10.19. If a client is at significant risk of losing their job after 12 months continuous employment, they may re-enrol with the Service to get assistance to keep their job. The Ministry will pay the Provider an In-Work Support Fee in this circumstance (refer to Clauses 10.22 & 10.23).
- 10.20. If a client requires assistance for one-off events such as career development, they may re-enrol with the Service to receive Ad-Hoc Support assistance. The Ministry will pay the Provider an Ad-Hoc Support Fee in this circumstance.
- 10.21. If a client has been unable to secure employment within 12 months of the initial enrolment, the Provider must submit a new employment plan for the Ministry to consider. Re-enrolment will be on a case-by-case basis, and will not be guaranteed.

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#### In-Work Support

- 10.22. In-Work Support is for clients who require significant support from the Provider after they have reached the 12 months continuous employment milestone.
- 10.23. The Provider may provide the client with support following the 12 month employment placement period as follows:
  - 10.23.1. Where a client has reached 12 months continuous employment but would cease continuing employment without further significant support from the Provider. In this case, the Provider must give four weeks' notice to the Ministry that the continued support is required and develop an In-Work Support Plan that outlines:
    - reasons the formal support services from the Provider are still needed
    - the activities/support that will be required with both the client and the employer
    - set a review date at, or within, 12 months (the plan and payment of the fee would be reviewed at least every 12 months)
    - The Provider can claim payments at the 3 month, 6 month, 9 month and 12 month milestones
  - 10.23.2. The Provider will assess and allocate the In-Work Support Level required as per the below In-Work Support Hours of Support Level table, based on the average level/frequency of on-going support required:

7.3	Hours of Support Level	
Low	Medium	High
1 hour per month	1 hour per fortnight	1 hour per week

## Ad-hoc Support

- 10.24. When a client has been in employment for 12 months or more, but requires ad hoc interventions, the Provider will provide Ad-hoc support on an "as needed" basis for career development and employment related events that may impact the client's employment:
  - 10.24.1. The client does not need to be a current client of the Provider, but must not be currently registered as a client of another Employment Service Provider.
  - 10.24.2. The Provider will enrol the client as per Clause 7 Recruitment and Enrolment. The Provider may claim the Enrolment Fee.
  - 10.24.3. Ad-hoc Interventions are stand-alone components and are not subject to Pre-employment, Employment Placement and Continuous Employment requirements and payments.
  - 10.24.4. Ad-hoc Support will include, but not be limited to, the following:
  - Career development
  - Client wanting to increase hours
  - Changes to current role imposed by employer work conditions/hours/duties/new manager

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- employment issues,- workplace bullying/redundancy/restructure/disciplinary
- support to retain a job or look for a new job
- The Provider may claim a one-off payment under the Ad hoc 10.24.5. Support components.

#### 11. Performance and Service Measures

11.1. The Ministry considers that placing 58% of clients who have pre enrolment plans into employment within one year of the plan being agreed is a good outcome, and placing 43% of clients who have pre enrolment plans into employment within one year of the plan being agreed to be the minimum acceptable outcome.

The following performance measures will be used:

## There is an expectation that the Provider will achieve the following:

43% of new client enrolments will achieve paid employment within 12 months of starting the service

50% of all client placements will remain in paid employment for more than 6 months

50% of all 6 month continuous employment placements will remain in paid employment for more than 12 months

11.2. The following service measures will be used:

Service Measures				
Client information	on is recorded accurately and in a timely manner in SORT			
All reporting and & 14).	d invoicing provided to the Ministry at due times (refer to Clauses 13			
All potential issu "no surprises" a	ues have been raised with the Ministry in a timely manner and with a pproach.			
Any privacy bre	aches are reported immediately to the Ministry.			
Ad hoc requests	for information are provided in a timely manner			
Provider underta	akes an Employment Support Practice Guidelines self-assessment			

#### 12. Monitoring by the Ministry

12.1. The below table details monitoring that will be carried out by the Ministry:

Type of Monitoring to be conducted (Phone, e-mail, site visits, text, MSD meeting room etc)	Minimum frequency of monitoring to be conducted
Face to face site visit	Annually

Type of Monitoring to be conducted (Phone, e-mail, site visits, text, MSD meeting room etc)	Minimum frequency of monitoring to be conducted		
E-mail or phone	Monthly following submission of Enrolment and Outcome Reports in SORT and tax involces.		

# 13. Reporting by Provider

- 13.1. Reports and Information will be provided by the Provider to the Ministry within the required timeframes as set out in this Outcome Agreement.
- 13.2. The reports will be generated by the Provider using standard reporting templates within SORT. The Provider is responsible for ensuring the information contained in the reports accurately reflects the services provided and current status of its clients prior to submitting the summary reports to the Ministry.
- 13.3. The records to be kept and reports to be submitted are listed below:

Reporting Type	Report Detail		
Enrolment	The following details are required:  Full name of client  SWN number (if they are or have been a beneficiary)  Enrolment Date  Confirmation of client's consent to share information  Gender  Address  Confirmation of the Disability/Health condition and the resultant impact on their ability to work for 6 months or more		
Pre-employment	The following details are required:  Date the employment plan completed  Support Level indicator  List of activities agreed	Recorded within 7 days of accepting referral in SORT  See Note 1	
Employment Placement Confirmation  Minimum requirements are:  Employment start date  Weekly hours to be worked  The gross hourly rate  The employer name  Job Position  Type of support provided (postemployment)  Amount/type of support to be provided e.g one hour per week/fortnight/month		Preferably prior to the start of employment, but no later than 48 hours after the job start date  See Note 1	
Continuous Employment Confirmation (3, 6, 9 & 12	The following details are required:  Whether or not the employment was continuous (defined as any number of	Within 14 days of the 3 month, 6 month, 9 month or 12 months	

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Reporting Type	Report Detail	Time and frequency of reporting milestones See Note 1	
months)	jobs with less than 2 weeks in between)  The average weekly hours in the last month  The name of the current employer  Current job position  Current gross hourly rate  Type of support provided  Level of support provided (e.g. 1 hour per week/fortnight/month)		
In-Work Support Plan	In-Work Support plan date In-Work Support level A copy of the In-Work Support plan	Within one month of the client reaching the 12 months in continuous employment	
Ad-Hoc Support	Ad-hoc Support plan date     Ad-hoc Support activity	When referral request is entered into SORT	
Narrative Report	Refer to <b>Note 2</b> for information to be contained in the Narrative Report	17 April 2020 16 April 2021 15 April 2022 14 April 2023 12 April 2024	

#### Note 1:

SORT summary reports to be submitted monthly with tax invoices.

The Ministry will request a selection of client reports each month for verification of all details. These reports will need to be provided to the Ministry within 48 hours, via the transfer method advised by the Ministry.

## Note 2: - the Narrative Report shall contain:

- . How clients (or agencies) have benefited from the Service (provide two examples of success
- . Trends, issues and/or impacts that have been identified for the client group (or agencies) that influence outcomes, and identify any opportunities for improving the
- · Strategies to encourage "hard to reach" clients to engage
- Explanation of the variances (if any) between volumes contracted and volumes
- · The number of clients placed using wage subsidies
- · An overview of the local labour market
- 13.4. EPI Enrolment Reports and EPI Outcome Reports for submitting with invoices are the summary detail only. Reports with client information that reconcile to monthly invoicing are to be kept by the Provider and provided to the Ministry only on request. The Ministry will advise the secure format for exchange of any information with client data included.
- 13.5. Ad Hoc Reports The Ministry may request additional information on an ad-hoc basis. The Ministry

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Contract Number: NATO-19-01008

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# 14. Payments to Provider

- 14.1. The Purchasing Agency will pay the Provider for satisfactory completion of the Services in accordance with the terms of this Outcome Agreement where conditions for payment have been met.
- 14.2. All payments shall be made subject to the receipt from the Provider of the relevant reports and a valid GST tax invoice. The contract reference number NATO-19-01008 must be quoted on all invoices. The Purchasing Agency will verify any claimed off benefit outcomes against its own records prior to payment being made.
- 14.3. All costs associated with the Services are included in the funding paid by the Purchasing Agency and the Provider shall not charge participants for any of the Services provided under this Outcome Agreement.
- 14.4. The Ministry will make payments where conditions have been met as per the following payments tables:

Pre-employment payments - Enrolment and pre-employment fees and conditions:

Milestone payment type	SLI Rating	Payment amount (excluding GST) per client	Pre-conditions to receiving payment (if any)
Enrolment Fee	N/A	\$260.00	Subject to:  • the client's SORT record being entered correctly
			Payable monthly on receipt of the client enrolment details and a GST Tax invoice.
			Please note: this fee can be claimed once only for each client
Pre-Employment Fee	Low	\$780.00	Subject to:  • the client's SORT record being updated with proposed details of pre-
	Medium	\$1,612.00	employment activity information
<u></u>			Payable Monthly, on receipt of respective monthly EPI Enrolment Report
	High	\$2,444.00	summary and a GST Tax Invoice

Outcome Agreement between the Ministry of Social Development and Comcare Charitable Trust From 1 April 2019 to 30 June 2024 Contract Number: NATO-19-01008

## Employment placement and continuous employment support payments and conditions:

#### Where an enrolled participant is placed into employment, one only of the following employment outcomes can be claimed: Milestone payment type SLI Hours of Payment amount Pre-conditions and frequency of Payment Rating work p/wk (excluding GST) per client 5-19 \$520.00 Subject to: Low . the client's Employment Placement field being completed in 20-29 \$832.00 SORT Payable Monthly, on receipt of respective monthly EPI Outcome 30+ **Employment Placement** \$1,300.00 Report summary and a GST Tax invoice Fee 5-19 \$1,040.00 Note 1: should a participating client be placed into paid Medium employment by Work and Income, claims for the Employment for placements in open Placement Fee will be considered on a case-by-case basis paid employment 20-29 \$1.664.00 Note 2: the Employment Placement Fee can only be paid once for 30+ \$2,340,000 each client However, where a client has increased hours within the first 12 months of the initial placement and the employment has 5-19 High \$2,080.00 been continuous, the Provider may claim the difference in the fee between the initial fee paid and the new hours worked band, SLI \$3,120.00 20-29 ratings cannot be changed for the additional payment. 30+ \$4,160.00 **Employment Placements** 15-29 \$416.00 Mainstream with wage subsidies 30+ \$650.00 Minimum 15 hours per 15-29 \$832.00 week up to 2 years Medium 30+ \$1,170.00

Outcome Agreement between the Ministry of Social Development and Comcare Charitable Trust. From 1 April 2019 to 30 June 2024 Contract Number: NATO-19-01008



	High	15-29	\$1,560.00	
		30+	\$2,080.00	F I I I I I I I I I I I I I I I I I I I
Continuous Employment Fee –payable per following milestones: 3 months 6 months		5-19	\$208.00	Subject to:  the client's Continuous Employment field being completed in
	Low	20-29	\$312.00	SORT  • the client remaining off benefit (if initially placed 30+ hours per
		30+	\$416.00	week) for the entire 6 or 12 month period
		5-19	\$260.00	Monthly, on receipt of respective monthly EPI Outcome Report summary and a GST Tax invoice
9 months	Medium	20-29	\$468.00	
12 months		30+	\$650.00	
		5-19	\$520.00	
	High	20-29	\$884.00	
		30+	\$1,300.00	

# In-Work Support or Ad-Hoc Support payments and conditions

The Ministry will pay an In-Work Support Fee or Ad-hoc Support fee if:

- · a client reaches 12 months continuous employment but requires significant on-going support from the Provider; or
- . a person in employment for more than 12 months requires support from the Provider for ad-hoc employment related assistance

The rates of payments and conditions are detailed in the following table:



Milestone payment type	Support Type	SLI Rating	Payment amount (excluding GST) per client	Pre-conditions and frequency of Payment	
In-Work Support	Clients requiring on-going support following the 12 month Continuous	Low	\$180.00	Subject to:  the client's In-Work Support field being	
Continuous from Employment component 12 months after		Medium	\$360.00	completed in SORT  Monthly, on receipt of respective monthly EPI	
employment placement  3 months 6 months 9 months 12 months		High	\$720.00.00	Outcome Report summary and a GST Tax invoice	
Ad-hoc Support	Career Development and/or	A GIN	\$360,00	Subject to enrolment approved by the Ministry.	
One-off payment	Increase hours in current role and/or			Note: the Ministry will have discretion to approve payment up to \$450.00 on a case-by-	
	Changes to current role imposed by employer and/or			case basis	
	Employment issues and/or				
	Job retention or finding another job and/or				

14.5. Please refer to clause 13:4 for submitting of reports. Reports submitted with monthly invoicing must not contain client information.

# Appendix 2 - Audits, Intellectual Property and Privacy

# 1. Regular Audits or Accreditation Reviews of the Provider

1.1. The MSD Approvals team is responsible for the Social Sector Accreditation Standards audits and reviews. The table below outlines the frequency of these depending on the approval level of Providers.

Audit or Accreditation Review: Social Sector Accreditation Standards Level of Approval	Review Cycle Frequency (risk dependent)			
Level One	6 months			
Level Two	2 years			
Level Three	2 - 3 years			
Level Four (self-assessment)	2 years			
Level Five (due diligence)	Prior to entering into an Outcome Agreement with the Purchasing Agency			

Employment Service Providers must hold Approval Level Four.

# 2. New Intellectual Property (New IP)

1.2. Nil

# 3. Privacy of Personal Information - Information Capture

- 3.1. The Provider will capture, upload and maintain client information within the Services Outcome Reporting Tool (SORT), including basic contact details, enrolment, pre-employment plan and achievement of milestone outcomes.
- 3.2. The client information in SORT will be used to generate the reports required (refer to Appendix 1 Clause 13).
- SORT is the primary system for transferring information between the Ministry and the Provider.
- 3.4. Providers are responsible for reviewing all user logons on a monthly basis. Users no longer employed by the Provider must be disabled from SORT.
- Providers are required to change their SORT password every 90 days.

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# Appendix 3 – Changes to the Framework Terms and Conditions

# Regular Audits or Accreditation Reviews of the Provider

1.1. The Purchasing Agency and Provider agree to replace the Framework Terms and Conditions as follows:

Despite the provision on the accreditation reviews in the Framework Terms and Conditions (see clause 5.6 of the Framework Terms and Conditions), the audit or accreditation review for level one of the Social Sector Accreditation Standards will be every six months unless otherwise agreed by the Purchasing Agency (see Appendix 2 of this Outcome Agreement).

Accreditation Status means Accreditation and levels 1 to 5 under the Social Sector Accreditation Standards

# Appendix 4 –Additional Terms to the Framework Terms and Conditions

The Ministry and Provider agree that the following additional terms form part of this Outcome Agreement:

#### 1. Social Sector Accreditation Status and Reviews

- 1.1. The Provider shall maintain its required Accreditation Status for the provision of Services for the term of this Agreement.
- The Ministry shall disclose to the Provider any changes to the Social Sector Accreditation Standards.
- 1.3. If the Provider's Accreditation is suspended, this Agreement will be suspended without further notice under the Framework Terms and Conditions. If the Provider's Accreditation is revoked or relinquished, this Agreement will come to an end without further notice.
- 1.4. The Ministry may conduct an Accreditation Review of the Services, the Provider's practices, and operational and financial policies, procedures and systems.

### 1.5. The Ministry shall:

- give the Provider at least two Business Days' notice of any Accreditation Review;
- visit during working hours or other reasonable times depending on the matter being reviewed; and
- (iii) Provide the Provider with a copy of any report on the Accreditation Review.



# 2. Health and Safety at Work Act 2015

The Provider will:

- 2.1. Consult, cooperate and coordinate with the Ministry to the extent required by the Ministry to ensure both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Outcome Agreement;
- Perform its, and ensure that its personnel perform their, obligations under the Outcome Agreement in compliance with all obligations under the Health and Safety at Work Act 2015;
- Comply with all reasonable directions of the Ministry relating to health, safety'and security;
- 2.4. Report any health and safety matters, as determined by the Ministry's Social Sector Accreditation Standards (for levels 1 to 4 Services only), the Ministry's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Ministry to the extent that it relates to, or affects, the Outcome Agreement

# 3. Permitted Information Disclosure

3.1. The Provider shall ensure it is listed on the Ministry of Social Development Family Services Directory (www.familyservices.govt.nz/directory) and that necessary information is updated when required unless the Services being provided are exempt.

#### 4. Confidential Information

4.1. Any confidential information (Despite clause 9.1 of the Framework Terms and Conditions - Confidential Information), personal information may be disclosed without consent of the individual if that disclosure accords with the Privacy Act 1993 for the purpose of sharing with the Government, including other departments and Ministers.

no to



# **Outcome Agreement Variation**

Between

Ministry of Social Development

and

# **Comcare Charitable Trust**

Outcome Agreement Name	Vocational Services for People with
	Disabilities - Employment Service
Outcome Agreement Number	NATO-19-01008
Commencement Date	1 April 2019
Term (including any rights of renewal)	Five Years and Three Months
Expiry Date	30 June 2024
Vàriation value (excluding GST)	\$11,481.60
Total contract value (excluding GST)	\$1,217,049.60

# **Parties**

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

Comcare Charitable Trust duly incorporated under the Charitable Trusts Act 1957 (Registration Number 442754) and having its registered office at 249A Lichfield Street, Christchurch 8011 (the Provider

## 1 Background

- 1.1 On 22 February 2019 the Provider and the Purchasing Agency entered into an Outcome Agreement for the supply of Employment Services for people with disabilities (the Outcome Agreement).
- 1.2 Clause 1.1 of the Outcome Agreement incorporates the Framework Terms and Conditions into the Outcome Agreement and is available at:

www.procurement.govt.nz

- 1.3 Pursuant to clause 15.2 of the Framework Terms and Conditions, the Parties wish to vary the Outcome Agreement by:
  - . To increase-Service Fee rates by a further 1%

## 2 Changes to the Outcome Agreement

2.1 Clause 6. Service Volume: clause 6.1 is deleted and replaced as follows:

The Employment Service will be delivered to the maximum funding for the locations detailed in the table below:

- \*This contract is based on total funding, not participant volumes. The number of participants is based on an average and is provided as an indication of the approximate participants the funding will cover. Actual participant numbers will depend on individual SLI ratings, hours placed in work and progression through the service's milestones.
- 2.2 Appendix 1 14 Payments to Provider is deleted and replaced by New Appendix 1 – 14 Payments to Provider, appended to this Variation, to apply an Increase of 1% to the service fees.

## 3 General

- 3.1 The changes made by this Variation will be effective from the date this Variation is signed by both parties, if two dates, the later date shall apply.
- 3.2 Subject to the changes made by this Variation, the terms and conditions of the Outcome Agreement remain in effect.
- 3.3 Words used but not defined in this Variation have the same meaning as in the Outcome Agreement.

# Signatures

# Ministry of Social Development

Signed by

Claire Stearne

National Manager Contracts

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

Signed

25/7/2019

# **Comcare Charitable Trust**

Signed by

Martin Cole

Chief Executive

I have authority to sign for Comcare Charitable Trust and confirm this agreement has not been altered from what was last provided by the Turchasing Agency.

Signed

Date

# Appendix 1

# 14. Payments to Provider

- 14.1 The Purchasing Agency will pay the Provider for satisfactory completion of the Services in accordance with the terms of this Outcome Agreement where conditions for payment have been met.
- 14.2 All payments shall be made subject to the receipt from the Provider of the relevant reports and a valid GST tax invoice. The contract reference number NATO-19-01008 must be quoted on all invoices. The Purchasing Agency will verify any claimed off benefit outcomes against its own records prior to payment being made.
- 14.3 All costs associated with the Services are included in the funding paid by the Purchasing Agency and the Provider shall not charge participants for any of the Services provided under this Outcome Agreement.
- 14.4 The Ministry will pay the provider up to \$1,217,049.60\$ upon the submission of appropriate Enrolment and Outcome SORT Reports, and provision of a valid tax invoice
- 14.5 The percentage increase announced in the May 2019 Budget are displayed in the table below:

Pre-employment payments - Enrolment and pre-employment fees and conditions:

Milestone payment type	SLI Rating	Payment amount (excluding GST) per client	Pre-conditions to receiving payment (if any)
Enrolment Fee	N/A	\$263.00	Subject to: • the client's SORT record being entered correctly  Payable monthly on receipt of the client enrolment details and a GST Tax invoice.  Please note: this fee can be claimed once only for each client
Pre-Employment Fee Low		\$788.00	Subject to:  • the client's SORT record being updated with proposed details of

Medium	\$1,629.00	pre-employment activity information
High	\$2,469.00	Payable Monthly, on receipt of respective monthly EPI Enrolment Report summary and a GST Tax invoice

Employment placement and continuous employment support payments and conditions:

Milestone payment type	SLI Rating	Hours of work p/wk	Payment amount (excluding GST) per client	Pre-conditions and frequency of Payment
	Low	5-19	\$526.00	Subject to:  the client's Employment Placement field being completed
		20-29	\$841.00	in SORT
Employment Placement Fee  for placements in open paid employment		30+	\$1,313.00	Payable Monthly, on receipt of respective monthly EPI Outcome Report summary and a GST Tax invoice
	Medium	5-19	\$1,051.00	Note 1: Should a participating client be placed into paid employment by Work and Income, claims for the
		20-29	\$1,681.00	Employment Placement Fee will be considered on a case-by- case basis
		30+	\$2,364.00	Note 2: The Employment Placement Fee can only be paid
	High	5-19	\$2,101.00	once for each client However, where a client has increased hours within the first 12 months of the initial placement and
		20-29	\$3,152.00	the employment has been continuous, the Provider may clain the difference in the fee between the initial fee paid and the
		30+	\$4,202.00	new hours worked band. SLI ratings cannot be changed for the additional payment.
Employment Placements Mainstream with wage	Low	15-29	\$421.00	
subsidies	2011	30+	\$657.00	

Minimum 15 hours per week up to 2 years	Medium	15-29	\$841.00	
		30+	\$1,182.00	
	High	15-29	\$1,576.00	
	nigh	30+	\$2,101.00	
Continuous Employment Fee –payable per	ee –payable per ollowing milestones: Low	5-19	\$211.00	Subject to:  • the client's Continuous Employment field being completed
following milestones:		20-29	\$316.00	in SORT  • the client remaining off benefit (if initially placed 30+
3 months 6 months		30+	\$421.00	hours per week) for the entire 6- or 12-month period
		5-19	\$263.00	Monthly, on receipt of respective monthly EPI Outcome Report summary and a GST Tax invoice
9 months	Medium	20-29	\$473.00	Report Summary and a SST Yax mitores
12 months	30+	\$657.00		
		5-19	\$526.00	
	High	20-29	\$893.00	
		30+	\$1,313.00	

# In-Work Support or Ad-Hoc Support payments and conditions

The Ministry will pay an In-Work Support Fee or Ad-hoc Support fee if:

- a client reaches 12 months continuous employment but requires significant on-going support from the Provider; or
- a person in employment for more than 12 months requires support from the Provider for ad-hoc employment related assistance

The rates of payments and conditions are detailed in the following table:

Milestone payment type	Support Type	SLI Rating	Payment amount (excluding GST) per client	Pre-conditions and frequency of Payment	
In-Work Support Continuous from	Clients requiring on-going support following the 12- month Continuous Employment component	Low	\$182.00	Subject to:  the client's In-Work Support	
12 months after employment		Medium	\$364.00	field being completed in SORT  Monthly, on receipt of respective monthly EPI Outcome Report summary an a GST Tax invoice	
placement 3 months 6 months 9 months 12 months		High	\$728.00		
Ad-hoc Support Career Development and/or				Subject to enrolment approved by the Ministry.	
One-off payment	Increase hours in current role and/or			Note: The Ministry will have	
	Changes to current role imposed by employer and/or			discretion to approve payment up to \$455.00 on a case-by-	
	Employment issues and/or		\$364.00	case basis	
	Job retention or finding another job and/or				