



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement Variation

Between

Ministry of Social Development

and

Comcare Charitable Trust

Outcome Agreement Name	Employment Service
Outcome Agreement Number	NATO-19-00999
Outcome Agreement Variation Number	NATO-9-01008/2
Commencement Date	1 April 2019
Term (including any rights of renewal)	Five years and Three months
Expiry Date	30 June 2024
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 Trust 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 the Employment Service, contract reference number NATO-19-01008 (the **Outcome Agreement**). If previously varied, these are included and form part of 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 Purchasing Agency wishes to vary the agreement by:
 - Providing a temporary payment process for the period 1 March 2020 to 30 June 2020, due to the COVID-19 pandemic, replacing the monthly payments over this period.

2 Changes to the Outcome Agreement

2.1 Clause 14 Payments to Provider

- 2.1.1 The Outcome Agreement monthly payment process is suspended for the period 1 March 2020 to 30 June 2020 and will be replaced by a lump sum payment.
- 2.1.2 The revised temporary payment process is being offered to provide certainty of funding for Employment Service Providers during the COVID 19 pandemic. The measures being introduced within New Zealand and abroad are likely to have an impact on the economy and the ability of Providers to achieve the level of outcomes normally available.
- 2.1.3 **Revised Temporary Payment Offer** – the Purchasing Agency would like to offer a lump sum payment of \$73,693.00 (ex GST). This payment will allow you to continue to provide support and achieve the outcomes outlined within this agreement.
- 2.1.4 The lump sum amounts have been calculated as follows:
 - For providers that held an Employment Service contract prior to the 2018 tender, the lump sum amount has been calculated

using the average monthly payments made since the contracts began on 1 April 2019 multiplied by four.

- For providers that did not hold an Employment Service contract prior to the 2018 tender, the lump sum amount has been calculated using the total amount of payments made for the four months ending 29 February 2020. This method of calculation recognises that some new providers have taken time to get up to full capacity.

2.1.5 While SORT will continue to display the normal values applicable to the various stages and milestones within the monthly reports, this payment supersedes payment of those values for the monthly reports of March, April, May and June 2020.

2.1.6 Should the value of employment related milestones for the period 1 March 2020 to 30 June 2020 exceed the total value of the lump sum payment displayed in clause 2.2.3 of this variation, additional funding may be made on a case by case basis and will be subject to funding being available. The Purchasing Agency will conduct a review of milestones which will be completed in June 2020.

2.1.7 The lump sum payment is subject to the following conditions:

- All employment outcomes for the period 1 March 2020 to 30 June 2020 being continued to be entered into SORT.
- You will keep in touch with the people enrolled in your service for the period of the lockdown, particularly those who remain working because they are in essential services. Contact is to be by phone, email or other non-face to face methods.
- Receipt of a valid tax invoice.

2.2.8 Payments will revert to a monthly basis as detailed in Clause 14 of the Outcome Agreement from 1 July 2020.

3 General

3.2 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.

3.3 Subject to the changes made by this Variation, the terms and conditions of the Outcome Agreement remain in effect.

3.4 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.

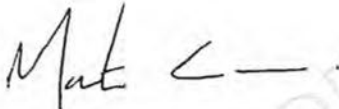
Signed

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.



Signed

7 April 2020

Date



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement Variation

Between

Ministry of Social Development

And

Comcare Charitable Trust

Outcome Agreement Name	Employment Service
Outcome Agreement Number	NATO-19-01008
Outcome Agreement Variation Number	NATO-19-01008/3
Commencement Date	1 April 2019
Commencement Date of Outcome Variation	1 July 2020
Term (including any rights of renewal)	Five Years and Three Months
Expiry Date	30 June 2024
Variation Value (excluding GST)	\$60,705.48
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 the Employment Service, contract reference number NATO-19-01008 and Variations dated 25 July 2019 and 7 April 2020 (the **Outcome Agreement**). If previously varied, these are included and form part of 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 Purchasing Agency wishes to vary the agreement by:
 - Providing a lump sum payment for the period 1 July 2020 to 30 September 2020, as part of Budget 20 funding.

2 Changes to the Outcome Agreement

Clause 14 Payments to Provider

- 2.1.1 The Outcome Agreement monthly payment process is suspended for the period 1 July 2020 to 30 September 2020 and will be replaced by a lump sum payment.
- 2.1.2 The revised temporary payment process is being offered whilst the Ministry completes a review of the contract and determines allocation of additional funding from Budget 20.
- 2.1.3 The review and funding allocation will be completed by 30 September 2020
- 2.1.4 **Revised Temporary Payment Offer** – the Purchasing Agency would like to offer a lump sum payment of **\$60,705.49** (excluding GST). This payment will allow you to continue to provide support and achieve the outcomes outlined within the Outcome Agreement.
 - The lump sum amounts have been calculated as the average of the actual payments for the seven months to 30 September 2020.

- The lump sum payment will be less the four-month lump sum payment we paid in April 2020.
- 2.1.5 While SORT will continue to display the normal values applicable to the various stages and milestones within the monthly reports, this payment supersedes payment of those values for the monthly reports of July, August and September 2020.
- 2.1.5 Should the value of employment related milestones for the period 1 July 2020 to 30 September 2020 exceed the total value of the lump sum payment displayed in clause 2.1.4 of this variation, additional funding may be made on a case by case basis and will be subject to funding being available.
- 2.1.6 The lump sum payment is subject to the following conditions:
- All employment outcomes for the period 1 July 2020 to 30 September 2020 being continued to be entered into SORT.
 - Receipt of a valid tax invoice.
- 2.1.8 Payments will revert to a monthly basis as detailed in Clause 14 of the Outcome Agreement from 1 October 2020.

2 General

- 2.2 Subject to the changes made by this Variation, the terms and conditions of the Outcome Agreement remain in effect.
- 2.3 Words used but not defined in this Variation have the same meaning as in the Outcome Agreement.

Signatures

Ministry of Social Development

Signed by 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.



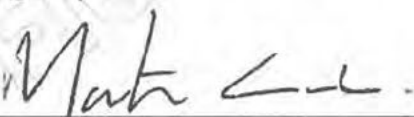
Signed

01/07/2020
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



Signed

30/6/2020
Date



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement Variation

Between

Ministry of Social Development

And

Comcare Charitable Trust

Outcome Agreement Name	Employment Service
Outcome Agreement Number	NATO-19-01008
Outcome Agreement Variation Number	NATO-19-01008/4
Commencement Date	1 April 2019
Commencement Date of Outcome Variation	1 October 2020
Term (including any rights of renewal)	Five Years and Three Months
Expiry Date	30 June 2024
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 the Employment Service, contract reference number NATO-19-01008 and Variations dated 25 July 2019, 07 April 2020 and 01 July 2020 (the **Outcome Agreement**). If previously varied, these are included and form part of 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 Purchasing Agency wishes to vary the agreement by:
 - Providing a lump sum payment for the period 1 October 2020 to 31 December 2020, as part of Budget 20 funding.

2 Changes to the Outcome Agreement

Clause 14 Payments to Provider

- 2.1.1 The Outcome Agreement monthly payment process is suspended for the period 1 October 2020 to 31 December 2020 and will be replaced by a lump sum payment.
- 2.1.2 The revised temporary payment process is being offered whilst the Ministry completes a review of the contract and determines allocation of additional funding from Budget 20.
- 2.1.3 The review and funding allocation will be completed by 31 December 2020
- 2.1.4 **Revised Temporary Payment Offer** – the Purchasing Agency would like to offer a lump sum payment of **\$60,705.49** (excluding GST). This payment will allow you to continue to provide support and achieve the outcomes outlined within the Outcome Agreement.

The value of this three month lump sum payment has been calculated on:

- The three-month lump sum payment amount for the period 1 July 2020 – 30 September 2020

- 2.1.5 While SORT will continue to display the normal values applicable to the various stages and milestones within the monthly reports, this payment supersedes payment of those values for the monthly reports of October, November and December 2020.
- 2.1.6 Should the value of employment related milestones for the period 1 October 2020 to 31 December 2020 exceed the total value of the lump sum payment displayed in clause 2.1.4 of this variation, additional funding may be made on a case by case basis and will be subject to funding being available.
- 2.1.7 The lump sum payment is subject to the following conditions:
- All employment outcomes for the period 1 October 2020 to 31 December 2020 being continued to be entered into SORT.
 - Receipt of a valid tax invoice.
- 2.1.8 Payments will revert to a monthly basis as detailed in Clause 14 of the Outcome Agreement from 1 January 2021.

3 General

- 3.1 Subject to the changes made by this Variation, the terms and conditions of the Outcome Agreement remain in effect.
- 3.2 Words used but not defined in this Variation have the same meaning as in the Outcome Agreement.

Signatures

Ministry of Social Development

Signed by Kelvin Moffatt

General Manager Service and
Contracts Management

I have a delegation under Schedule 6, Clause 2 of the Public Service Act 2020 to sign for the Ministry of Social Development.


Signed

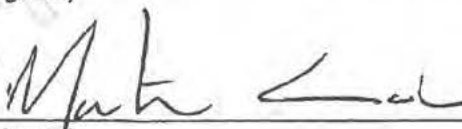
21/09/2020
Date

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


Signed

21/9/2020
Date



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement Variation

Between

Ministry of Social Development

And

Comcare Charitable trust

Outcome Agreement Name	Employment Service
Outcome Agreement Number	NATO-19-01008
Outcome Agreement Variation Number	NATO-19-01008/5
Commencement Date	1 April 2019
Commencement Date of Outcome Variation	1 January 2021
Term (including any rights of renewal)	Five Years and Three Months
Expiry Date	30 June 2024
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 (NZBN: 9429042618676) incorporated under the Charitable Trusts Act 1957 (Registration Number 442754), and having its registered office at 334 Lincoln Road, Christchurch (**the Provider**).

1 Background

- 1.1 On 22 February 2019 the Provider and the Purchasing Agency entered into Outcome Agreement number **NATO-19-01008** and Outcome Agreement Variations NATO-19-01008/1 dated 25 July 2019, NATO-19-01008/2 dated 07 April 2020, NATO-19-01008/3 dated 01 July 2020 and NATO-19-01008/4 dated 21 September 2020 for the provision of Services detailed therein (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 Purchasing Agency wishes to vary the agreement by:
 - Removing the fee differential for people placed into employment using the Mainstream Employment Programme
 - Allowing the Provider to subcontract to other MSD contracted Employment Service Providers and third parties where necessary
 - Allowing funding to be used to remove immediate barriers to employment as defined in Appendix 1, Clause 10 and Appendix 5
 - Amending reporting requirements to ensure an Employment Support plan and an Employment Support Guideline Self-Assessment tool is submitted annually
 - Amending reporting requirement to allow a longer time frame between submitting a referral request and an Employment Plan
 - Amending the name of Continuous Employment to Post Placement Support to reflect the on-going support requirement after placing a client into employment
 - Limiting the number of consecutive years a client can be enrolled with one provider
 - Removing Ad Hoc fee's as these are now funded as In Work Support
 - Amending the Privacy of Personal information clause to ensure obligations are met under the Privacy Act 2020

2 Changes to the Outcome Agreement

Appendix 1, Clause 10 – Service Content has been deleted and replaced with an amended Appendix 1, Clause 10 Service Content as attached to this Outcome Agreement variation

Appendix 1, Clause 13 – Reporting by Provider has been deleted and replaced with an amended Appendix 1, Clause 13 Reporting by Provider as attached to this Outcome Agreement Variation

Appendix 1, Clause 14 – Payments to the Provider has been deleted and replaced with an amended Appendix 1, Clause 14 Payments to Provider as attached to this Outcome Agreement Variation

Appendix 2, Clause 3 – Privacy of Person Information – Information Capture has been deleted and replaced with an amended Appendix 2, Clause 3 Privacy of Information as attached to this Outcome Agreement Variation

Appendix 5 – Barrier Removal Funding has been attached to this Outcome Agreement Variation

3 General

- 3.1 Subject to the changes made by this Variation, the terms and conditions of the Outcome Agreement remain in effect.
- 3.2 Words used but not defined in this Variation have the same meaning as in the Outcome Agreement.

Signatures

Ministry of Social Development

Signed by Kelvin Moffatt

General manager Service and
Contracts Management

I have a delegation under Schedule 6, Clause 2 of the Public Service Act 2020 to sign on behalf of the Ministry of Social Development.



Signed

21/12/2020
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.



Signed

18/12/2020
Date

Appendix 1 – Service Details

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 (for example developing a personal profile, career plan, job searching and matching, interview skills and creation of a CV)
 - **Employment placement** (for example employer negotiations, accommodations, supports both formal and natural)
 - **Continuing employment (for 3 months & 6 months)** (for example bedding in accommodations/supports, follow-up, building employer disability confidence)
 - **Continuing employment (for 9 months & 12 months)** (for example 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:

- 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 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.

Barrier Removal Funding

- 10.11 Where the Provider identifies barriers to employment placement that if removed will increase the likelihood of Employment Placement within 6 weeks, this can be facilitated by the Provider.

Barrier Removal Funding (BRF) is available to reimburse actual and reasonable costs incurred by the Provider for the client to receive training or support outside of their expertise where the client's employment goals and competitiveness in the labour market is expected to markedly improve.

A list of pre-approved supports that may be funded by the BRF based on the individual's employment goals are attached in **Appendix 5 – Barrier Removal Funding**. With the exception of Driving Class 1, it is expected that gaining the skills or equipment funded by the BRF will result in employment placement within 6 weeks.

If seeking support to access an alternative opportunity not on the list, the Provider can apply to the Purchasing Agency's Relationship Manager for approval.

The provider can facilitate two support or training programmes from the list without prior approval.

Post Placement Support

- 10.12 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.
- 10.13 Post Placement Support is defined as employment lasting for each of the 3 month, 6 month, 9 month and 12 month employment milestones per individual client.
- 10.14 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.
- 10.15 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.
- 10.16 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.

The Provider can claim the Post Placement Support milestones when the client 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

10.17 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:

10.17.1.1 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

10.17.1.2 Client placed into employment exits that employment and is unable to achieve another employment outcome within 12 months of their original employment commencing; or

10.17.1.3 Client has withdrawn their consent to participate in the Service; or

10.17.1.4 Provider wishes to withdraw offering the Service to the client; or

10.17.1.5 Client is deceased or has permanently left the area the Provider covers; or

10.17.1.6 Ministry advises the Provider that the client will no longer be funded to participate in the Service

10.18 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 extended up to a total of 18 months.

Re-enrolment

10.19 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.

- 10.20 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).
- 10.21 If a client requires assistance for one-off events such as career development, they may re-enrol with the Service to receive an In-Work Support fee. The Ministry will pay the Provider an In Work Support fee for one (1) quarter in this circumstance (refer to Clause 10.24).
- 10.22 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. A maximum of two consecutive years will be considered

In-Work Support

- 10.23 In-Work Support is for clients who require significant support from the Provider after they have reached the 12 months continuous employment milestone.
- 10.24 The Provider may provide the client with support following the 12 month employment placement period as follows:
- 10.24.1 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:
- 10.24.1.1 reasons the formal support services from the Provider are still needed
 - 10.24.1.2 the activities/support that will be required – with both the client and the employer
 - 10.24.1.3 set a review date at, or within, 12 months (the plan and payment of the fee would be reviewed at least every 12 months)
 - 10.24.1.4 The Provider can claim payments at the 3 month, 6 month, 9 month and 12 month milestones
 - 10.24.1.5 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:

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

10.25 When a client has been in employment for 12 months or more, and requires support, the Provider is able to provide In Work Support on an as needed basis for career development and employment related events that may impact the client's employment:

10.25.1 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.

10.25.2 The Provider will enrol the client as per Clause 7 Recruitment and Enrolment. The Provider may claim the Enrolment Fee.

10.25.3 In Work support interventions are stand-alone components and are not subject to Pre-employment, Employment Placement and Post Placement Support requirements and payments but are instead noted as In Work Support.

10.25.4 In Work Support may include, but not be limited to, the following:

10.25.4.1 Career development

10.25.4.2 Client wanting to increase hours

10.25.4.3 Changes to current role imposed by employer – work conditions / hours / duties / new manager

10.25.4.4 employment issues, - workplace bullying / redundancy / restructure / disciplinary

10.25.4.5 support to retain a job or look for a new job

10.25.5 The Provider may claim an In Work Support payment for each quarter for the time they are providing the support.

Subcontracting Support

10.25 In cases where the Provider genuinely believes the client may benefit from support offered by another Provider holding a current Employment Service contract with the Ministry, on agreement from the client, the Provider can engage the other Provider's services in a subcontracting capacity. Where this occurs, all financial, social, legal or moral obligations are the responsibility of the subcontracting party. The Ministry does not need to be involved in such arrangements however any such subcontracting arrangement must not bring the Ministry into disrepute or negatively impact their organisation in any way.

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	Time and frequency of reporting
Enrolment	The following details are required: <ul style="list-style-type: none">• 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	When referral request is entered into SORT
Re-Enrolment Plan	In addition to the requirement of an Enrolment Plan the following details are required: <ul style="list-style-type: none">• What you intend to do differently in the following 12 months• Why you think the first year was unsuccessful	When the referral request is entered into SORT within 3 months of the completion of year 1
Pre-employment	The following details are required: <ul style="list-style-type: none">• Date the employment plan completed• Support Level indicator• List of activities agreed	Recorded within 20 working days of accepting referral in SORT See Note 1
Employment Placement Confirmation	Minimum requirements are: <ul style="list-style-type: none">• Employment start date• Weekly hours to be worked• The gross hourly rate• The employer name	Preferably prior to the start of employment, but no later than 48 hours

Reporting Type	Report Detail	Time and frequency of reporting
	<ul style="list-style-type: none"> • Job Position • Type of support provided (post-employment) • Amount/type of support to be provided e.g one hour per week/fortnight/month 	after the job start date See Note 1
Continuous Employment Confirmation (3, 6, 9 & 12 months)	The following details are required: <ul style="list-style-type: none"> • Whether or not the employment was continuous (defined as any number of 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) 	Within 14 days of the 3 month, 6 month, 9 month or 12 months milestones See Note 1
In-Work Support Plan	<ul style="list-style-type: none"> • 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
Completed Employment Support Guidelines Self Review Tool	Using the template available from https://nzdsn.org.nz/employment-support-practice-guidelines/	31 July each year of the contract
Narrative Report	Refer to Note 2 for information to be contained in the Narrative Report	10 April each year of the contract
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: <ul style="list-style-type: none"> • How clients (or agencies) have benefited from the Service (provide two examples of success) 		

Reporting Type	Report Detail	Time and frequency of reporting
	<ul style="list-style-type: none"> • 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 service • Strategies to encourage "hard to reach" clients to engage • Explanation of the variances (if any) between volumes contracted and volumes delivered • The number of clients placed using wage subsidies • An overview of the local labour market 	

13.4. Enrolment Reports and 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 will endeavour to keep such requests to a minimum. The Provider agrees to cooperate in the provision of information so requested.

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-19-01016/5 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	\$263.00	Subject to: <ul style="list-style-type: none">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: <ul style="list-style-type: none">the client's SORT record being updated with proposed details of pre-employment activity information Payable Monthly, on receipt of respective monthly EPI Enrolment Report summary and a GST Tax invoice
	Medium	\$1,629.00	
	High	\$2,469.00	

Employment placement and Post Placement 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 Rating	Hours of work p/wk	Payment amount (excluding GST) per client	Pre-conditions and frequency of Payment
Employment Placement Fee	Low	5-19	\$526.00	<p>Subject to:</p> <ul style="list-style-type: none"> the client's Employment Placement field being completed in SORT <p>Payable Monthly, on receipt of respective monthly EPI Outcome Report summary and a GST Tax invoice</p> <p>Note 1: should a participating client be placed into paid employment by Work and Income, claims for the Employment Placement Fee will be considered on a case-by-case basis</p> <p>Note 2: the Employment Placement Fee can only be paid once for each client. However, where a client has increased hours within the first 12 months of the initial placement and the employment has been continuous, the Provider may claim the difference in the fee between the initial fee paid and the new hours worked band. SLI ratings cannot be changed.</p>
		20-29	\$841.00	
		30+	\$1,313.00	
	Medium	5-19	\$1,051.00	
		20-29	\$1,681.00	
		30+	\$2,364.00	
	High	5-19	\$2,101.00	
		20-29	\$3,152.00	
		30+	\$4,202.00	
Post Placement Support Fee –payable per following milestones:	Low	5-19	\$211.00	<p>Subject to:</p> <ul style="list-style-type: none"> the client's Continuous Employment field being completed in SORT
		20-29	\$316.00	
		30+	\$421.00	

3 months	Medium	5-19	\$263.00	<ul style="list-style-type: none"> the client remaining off benefit (if initially placed 30+ hours per week) for the entire 6 or 12 month period Monthly, on receipt of respective monthly EPI Outcome Report summary and a GST Tax invoice
6 months		20-29	\$473.00	
9 months		30+	\$657.00	
12 months	High	5-19	\$526.00	
		20-29	\$893.00	
		30+	\$1,313.00	

In-Work Support payments and conditions

The Ministry will pay an In-Work 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 per quarter	Pre-conditions and frequency of Payment
In-Work Support From 12 months after employment placement 3 months 6 months 9 months 12 months	Clients requiring support following the 12 month post placement support component	Low	\$225	Subject to: • the client's In-Work Support field being completed in SORT Monthly, on receipt of respective monthly Outcome Report summary and a GST Tax invoice
	And / Or	Medium	\$375	
	Clients requiring ad hoc support to remain in employment – Payment made for each quarter the client is receiving support	High	\$750	
Barrier Removal Costs	Actual and reasonable approved employment related costs		Amount Payable as per Appendix 5	Payable monthly in arrears on agreement with the Relationship Manager and receipt of a Tax Invoice.

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

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).
- 3.3 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.
- 3.5 Providers are required to change their SORT password every 90 days.
- 3.6 The Provider will provide the Ministry with the following information within one month of the commencement of the contract:
 - 3.6.1 The name, email address and phone number of its statutory Privacy Officer;
 - 3.6.2 A copy of any privacy notices that it uses to meet obligations under Information Privacy Principle 3, in relation to providing the service.
 - 3.6.3 A copy of the privacy policy that it will use to ensure that its staff and contractors comply with the Provider's obligations under the Privacy Act.
- 3.7 The Provider warrants that it will:
 - 3.7.1 work with the Ministry to ensure it has appropriate processes, systems and practices in place to comply with the Privacy Act 2020 and to meet the Ministry's information security and management standards in respect of all personal information it collects and stores when providing the service;
 - 3.7.2 not collect categories or types of personal information that are not necessary for the purposes of providing the service.;
 - 3.7.3 ensure that personal information collected for the purposes of providing the service is used only for that purpose, unless the service user gives clear consent to use of their personal information for any other purpose;
 - 3.7.4 ensure that all personal information about service users that it collects, holds and discloses will be saved electronically in such a way that it can only be accessed by staff members for whom access is necessary for the

purposes of providing the service, or by the intended recipient at the Ministry.

- 3.7.5 de-identify all personal information it sends to the Ministry using a unique identifier.
- 3.7.6 delete all personal information about services users within 30 days of the conclusion of the service and completion of all related reporting, unless a service user authorises retention of their personal information;
- 3.7.7 cooperate with the Ministry to verify the deletion of personal information once it is no longer necessary for the Provider to retain it in order to provide the service;
- 3.7.8 not transfer any personal information about service users outside New Zealand without the prior agreement of the service user.
- 3.7.9 immediately notify the Ministry of any privacy breach within the meaning of section 112 of the Privacy Act 2020 and will cooperate with the Ministry in the handling of any such breach, including but not limited to investigating and assessing harm, and any decision whether to report the privacy breach as a notifiable privacy breach under the Privacy Act 2020.

Appendix 5 – Barrier Removal Funding

Where the Provider identifies barriers to employment placement that if removed will increase the likelihood of a positive outcome within 6 weeks, this can be facilitated by the Provider.

Barrier Removal Funding (BRF) reimburses the 'Actual and Reasonable costs' incurred by the Provider for the client to receive training or support outside of their expertise where the client's employment goals and competitiveness in the labour market is expected to markedly improve.

A list of pre-approved supports that may be funded by the BRF based on the individual's employment goals are attached in **Appendix 5 – Barrier Removal Funding**. With the exception of Driving Class 1, it is expected that gaining the skills or equipment funded by the BRF will result in employment placement within 6 weeks.

If seeking support to access an alternative opportunity not on the list, the Provider can apply to the Purchasing Agency's Relationship Manager for approval.

The provider can facilitate two support or training programmes from the list without prior approval.

The Purchasing Agency will reimburse providers for specified programme costs at the rates set out in the table below.

Requests for reimbursement of programme costs not listed in the table below can also be submitted to the Purchasing Agency's Relationship Manager for consideration.

The Provider must seek prior approval from the Purchasing Agency's Relationship Manager before payment is authorised for any costs not listed in the re-imbursement programme costs template.

List of Approved Programme Costs:

Description of training overhead	Approximate Cost per unit (GST exclusive)
Vehicle Licences	
Learner Licence (class 1 to 6)	Licence cost only
Restricted Licence (class 1 to 6)	Licence cost only
Full Licence (class 1 to 6)	Licence cost only
Dangerous Goods endorsement only	Licence cost only
Dangerous Goods training	Licence cost only
Forklift endorsement only	Licence cost only
Forklift training	Licence cost only
Forklift refresher training	Licence cost only

HT class 2 & 4 training	Licence cost only
Replacement Licences	Licence cost only
Medical Exam for HT Course	Actual Cost
Certificates and other fees	
Birth Certificate or ID required for Driver Licence	Actual cost
Specialist Assessor Fees (External assessor for higher vehicle licences or special vehicle endorsements)	\$60/hour (2 hour max)
Barista Certificate	Certificate costs only
Bar Managers Licence	Certificate costs only
Food Safety Certificate	Certificate costs only
Food Safety Certificate – advanced	Certificate costs only
First Aid Certificate Level 1	Certificate costs only
First Aid Certificate Level 2	Certificate costs only
First Aid Certificate – refresher	Certificate costs only
Growsafe Certificate	Certificate costs only
Kiwihost Certificate	Certificate costs only
Licence Controller	Certificate costs only
MAF Accredited Person	Certificate costs only
Site Safe Certificate	Certificate costs only
Traffic controller	Certificate costs only
Reporting credits to NZQA - applies to credits gained during service and any credits already obtained but not recorded including Class 1 Driver Licence credits and recognition of prior learning.	Actual cost
NZQA / NCEA costs for issuing Levels 1-3 certificates	Certificate costs only
Safety Gear	
Ear muffs	Actual cost
Gloves	Actual cost
Safety Boots (Short)	Actual cost
Safety Boots (Long)	Actual cost
Safety Spectacles	Actual cost
Safety Glasses	Actual cost
Overalls	Actual cost
Uniforms	Actual cost
Pre-employment medical examinations	Actual cost
Drug Testing	Actual cost
Interview Clothing	Actual cost
Work Ability Specialist Assessment	Actual cost