



31 MAR 2021

On 6 March 2021, you emailed the Ministry of Social Development (the Ministry) requesting, under the Official Information Act 1982 (the Act), the following information:

- *Information on what exactly MSD funds Pablos Art Studio for. They say they are an art studio and not a disability provider. I am fairly sure they are funded as a disability provider. As concerned members of this organisation we wish to have access to the HDC advocacy service which we cannot do unless we can provide evidence that they are a disability provider and not just an art studio.*

Pablos Art Studios Incorporated (Pablos) is primarily a creative space. The Ministry currently funds this organisation with \$200,000 a year to provide services for disabled people including people with health and mental health conditions. The funding is provided as part of the Community Participation Services. The aim of Community Participation Services is to contribute towards disabled people reaching their goals and aspirations in their local communities with the focus on the principles of Enabling Good Lives.

The current contract runs from 1 July 2019 to 30 June 2024. Pablos has held a contract for this service since at least 2002.

To provide you with the information requested, the Ministry is releasing the following documents to you:

- *Outcome Agreement between the Ministry of Social Development and Pablos Art Studios Incorporated, dated 10 July 2019*
- *Outcome Agreement Variation between the Ministry of Social Development and Pablos Art Studios Incorporated, dated 13 July 2019*

These documents, particularly Appendix One of the Outcome Agreement, contain a description of the activities that Pablos are funded for.

You will note that the names of some individuals and contact details are withheld under section 9(2)(a) of the Act in order to protect the privacy of natural persons. The need to protect the privacy of these individuals outweighs any public interest in 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 funding of Pablos, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Yours sincerely



Kelvin Moffatt

**General Manager, Service and Contracts Management
Māori, Communities and Partnerships**



**MINISTRY OF SOCIAL
DEVELOPMENT**
TE MANATŪ WHAKAHIATO ORA

Outcome Agreement

Between

Ministry of Social Development

And

Pablos Art Studios Incorporated

Contract Name	Vocational Services for People with Disabilities – Community Participation
Contract Number	NATO-20-00445
Commencement Date	1 July 2019
Term	Five years
Expiry Date	30 June 2024
Total contract value (excluding GST)	\$930,454.31

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**)

Pablos Art Studios Incorporated duly incorporated under the Incorporated Societies Act 1908 (Registration Number 586673) and having its registered office at 189-193 Vivian Street, Wellington (**the Provider**).

Introduction

- A The Framework Terms and Conditions (2nd 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 July 2019 and end on 30 June 2024 unless terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 The Purchasing Agency 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 end date when the term would otherwise expire.

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 Disability System Transformation

- 4.1 The Government launched a prototype of a transformed disability support system in the Mid Central DHB region in October 2018. The system transformation, Mana Whaikaha, is designed to provide disabled people with more control and decision making over their lives and support, including access to personal budgets.
- 4.2 On 17 September 2018, Cabinet confirmed the decision of the Cabinet Social Wellbeing Committee that funding for Community Participation, Very High Needs, Business Enterprises, Transition and Support Funds that are paid to disabled people should transfer from the Ministry to the Mid Central prototype of the transformed disability support system.
- 4.3 Funding for Very High Needs, Transition and Support Funds transferred from 1 April 2019. Funding for Community Participation is being transferred in a phased manner as from 1 July 2019.
- 4.4 If System Transformation is extended beyond the Mid Central DHB region The Ministry would be required to transfer funding, Refer to Clause 10.

5 Payment

- 5.1 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.

6 Contract Management

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

7 New IP

- 7.1 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.

7.2 Any Agreed Uses of New IP are recorded in Appendix 2.

8 Privacy of personal information

8.1 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.

9 Relationship Managers and contact details

9.1 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: s9(2)(a)
Postal address: PO Box 1556, Wellington 6140
Physical address: 56 The Terrace, Wellington
E-mail address: s9(2)(a)@msd.govt.nz
Phone number: DD s9(2)(a) or mobile s9(2)(a)

Provider: Pablos Art Studios Incorporated

Relationship Manager: Ellyn Rose Smith Whatley
Postal address: PO Box 9720, Wellington 6141
Physical address: 189-193 Vivian Street, Wellington 6021
E-mail address: director@pablosart.org.nz
Phone number: 04 382 8885

10 Changes or additions to the Framework Terms and Conditions

- 10.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendices 3 and 4.
- 10.2 Except as set out in Appendices 3 and 4, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

Signatures

Ministry of Social Development

Signed by s9(2)(a)

National Manager Contracts

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

s9(2)(a)

Signed

Date

10/7/2019

Pablos Art Studios Incorporated

Signed by Ellyn Rose Smith Whatley

Director

I have authority to sign for Pablos Art Studios Incorporated and confirm this agreement has not been altered from what was last provided by the Purchasing Agency.

Signed

Date

09/07/2019.

Appendix 1 – Service Details

1. About Work and Income

- 1.1. Work and Income, through the Ministry of Social Development (the Ministry), helps New Zealanders to be safe, strong and independent – Manaaki Tangata, Manaaki Whānau.
- 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; and
 - (c) Improve equity of outcomes, particularly for Māori.

2. Goals and Outcomes of the Services

- 2.1. The Ministry seeks to fund Community Participation services for disabled people that contribute to realising the aims of the:
 - United Nations Convention of the Rights of Persons with Disabilities, particularly the rights of disabled people to live independently and be included in the community (Article 19)
 - Disability Action Plan 2014 to 2018: Update 2015 to:
 - increase the number of disabled people, including long-term unemployed disabled people, in paid employment and self-employment on an equal basis with others (Priority 2), and
 - promote disabled people having choice and control over their support/services, and make more efficient use of disability support funding (Priority 4)
 - Enabling Good Lives vision to work towards a future in which disabled people and their families will have greater choice and control over their supports and lives, and make more use of natural and generic supports.
- 2.2. These services also contribute to the Ministry's outcomes detailed in 1.2 above.

3. Aims of the Services

- 3.1. The aim of the Community Participation Service (the Service) is to contribute towards disabled people having a good life, in everyday places, as others do at similar stages of life. This will be achieved by enabling disabled people to participate in and make a positive contribution to their communities.
- 3.2. To the extent possible, the Service will provide individually-tailored support to people to enable them to:
 - participate in activities in their communities of interest to them;
 - contribute to their communities in ways valued by them and their communities;
 - learn new skills to help them manage their lives and overall well-being, and to participate in their communities;

- maintain and develop social and support networks.

3.3. The Service will also play a role in helping to build:

- inclusive and welcoming communities and mainstream services;
- employers' confidence in employing disabled people.

4. Target Group and Eligibility Criteria

4.1. The target group for the Service is disabled people who need support to participate in and contribute to their communities.

4.2. People eligible to participate in these services will:

- be currently living in New Zealand; and
- be a New Zealand citizen or a permanent resident, or hold a work visa, or have refugee status
- be aged between 16 to 64 years inclusive, or over 65 and not qualified to receive New Zealand Superannuation (Note: people placed in employment before age 65 may continue to receive on-going support to maintain this employment from the Provider); and
- have a disability/ies or health condition that is/are likely to continue for a minimum of six months, and present a barrier to participation and inclusion
- require support to address this barrier or require assistance in addition to that provided by the Ministry's mainstream services. This support or assistance may be on-going.

4.3. Exceptions to the eligibility criteria – a person will not be eligible for the services when:

- the person qualifies for support to participate in the community (via vocational or social rehabilitation) that is funded by the Accident Compensation Corporation;
- the person is eligible for community day services that are funded by the Ministry of Health for:
 - people who were deinstitutionalised under formal deinstitutionalisation plans
 - people with high and complex needs and an intellectual disability (whether or not they are receiving care under the Intellectual Disability (Compulsory Care and Rehabilitation) Act 2003)
 - when a person is still enrolled at secondary school.

4.4. The Ministry will be under no obligation to make payment for individuals who do not meet the eligibility criteria.

4.5. The funding cannot be used for employment, activities, or services located or provided outside New Zealand.

5. Service Volume

Service Location	Annual Contracted Positions
Wellington	102

6. Enrolment

- 6.1. The Provider is responsible for identifying and recruiting eligible people to participate in the Service. Clients may also self-refer to the Service.
- 6.2. Clients who have been receiving a Transition from School Service from the Provider (funded by the Ministry) during their last year of school may enrol in the Service as soon as they leave school.
- 6.3. The Ministry is not responsible for referring clients to the Service. However, it may provide information to the target group about Community Participation services in their area that they might approach.
- 6.4. A person's enrolment into the Service will be deemed to be complete once the Provider has:
 - had an initial meeting with the person and confirmed their suitability to participate in the Service
 - requested the person's consent to share information with their disability or health and support providers (if any), and the Ministry, and recorded whether or not consent has been given; and
 - developed an Individualised Plan agreed with the person (refer clause 7.2).

7. Service Content and Delivery

7.1. Services Summary

The people participating in the Service will have a broad range of abilities and aspirations. The Provider's role is to facilitate and/or support people to participate in their communities in ways that are meaningful to them, and which enhance their quality of life and mana.

7.2. Individualised Plan

The Provider will identify through discussion with each person, his or her aspirations or goals with respect to participating and contributing within their community. The Provider will develop an Individualised Plan with the person, for realising the person's goals and aspirations.

The Individualised Plan will include:

- the person's goals and aspirations;
- the person's strengths, abilities and interests;
- barriers to participation and any support needed to reduce the barriers;
- any skill development required;
- opportunities and activities for achieving the goals;
- key agreed activities that will be undertaken and timeframes for these.

This plan is to be a 'living document' and must be reviewed at least annually.

7.3. General Approach

It is expected that Providers will align their services with the principles of the Enabling Good Lives approach. This means Providers will aim to:

- ensure people using their services have opportunities to choose and decide what they are supported to do, where and with whom;
- enable people to try different activities, so that they can identify what they want to do;
- support people to access mainstream services in the community, if they want to;
- support people to develop their capability and natural supports so that they can become more independent of formal support;
- make their services easy for people to use and be flexible;
- ensure participants have opportunities to interact with and develop relationships with the wider community, i.e. activities are not segregated, there is meaningful interaction with people outside the Service;
- deliver individually-tailored supports based around the person's aspirational personal plan (as opposed to a 'needs assessment');
- ensure families/whanau are involved, if this is what the person wants
- develop and maintain good working relationships with other services and organisations, including government agencies and community organisations, and facilitate access to other services that can help the person achieve their participation goals.

7.4. Facilitation and support to participate

Activities that people may be supported in include (but are not limited to) the following:

- develop skills for daily living and participating in the community;
- make a contribution to the community through voluntary work;
- achieve valued roles such as: student, teacher, teammate, parent, spokesperson;
- participate in their culture;
- take part in work experience and/or work- related skills training;
- identify appropriate employment opportunities;
- gain and maintain paid employment or self-employments;
- maintain and extend friendships and social and support networks.

7.5. Voluntary work must be genuine

7.5.1. People who are being supported to find and/or keep voluntary work may only be supported into a genuine voluntary position doing something of benefit to the community or wider society.

7.5.2. A voluntary position is not genuine if, but for the volunteer in question, the role would be performed by a paid employee.

7.6. Work experience must be time-limited and part of a wider plan

7.6.1. Work experience must be time-limited. Generally, placements should not exceed four weeks.

7.6.2. The placement should form part of the person's plan to achieve a specific objective, e.g. to gain work skills or to see if a person likes a particular job or sector.

7.6.3. Work trials must conform to the Employment Relations Act 2000 (90-day trials or probationary periods).

7.7. Community activities can include recreational activities

Funding is not available for services that focus on providing leisure and recreational programmes. However, people may be supported to take part in leisure or recreational activities as part of their individualised plan for participation and inclusion.

7.8. Everyday places in the community

7.8.1. The focus of the Service is to support people to take part in ordinary community activities that occur in everyday places and mainstream service in the community. It is recognised that, from time to time, some particular supports may best be delivered at the premises of the Provider.

7.8.2. The funding provided under this agreement is generally not available to support activities or services located in the person's home, as it is intended to help ensure that disabled people are not socially isolated.

7.9. Ancillary support services

While the primary aim of these services is the person's participation and inclusion in the community, it is recognised that Providers may need to provide personal care for some individuals using the Service and that families/carers may experience some respite as a result of the person's participation.

7.10. Service delivery hours

The Service should be available during normal business hours (i.e. 8.30am to 5.00pm Monday to Friday). Services may also be provided outside of these times with the individual person's agreement.

7.11. Information capture and reporting

The Provider will capture and actively maintain Information, including enrolment details and their Individualised Plan, as well as achievement of outcomes. This information will be used to generate reports required by the Ministry.

7.12. Cessation of services

The Service provided to a person will be deemed to have ceased where the:

- person no longer wishes to use the Service and withdraws; or
- Provider wishes to withdraw offering the Service to that person; or
- person is deceased or has permanently left the area that the Provider covers; or
- Ministry advises the Provider the person will no longer be funded to participate in the Service.

7.13. Re-enrolment

7.13.1. The Provider may re-enrol a person who has previously participated in the Service, if the person still meets the eligibility criteria.

7.13.2. The exception to re-enrolment is when the Ministry has advised the Provider that the person is to no longer be funded to participate in the Service.

8. General Standards

8.1. The Provider will ensure the following general standards are applied:

- 8.1.1. All participants will have equal opportunity to access the services according to their needs;
- 8.1.2. The facilities where services are provided are accessible to all participants, irrespective of age, or physical or other disability. Facilities for participants with a disability must be clearly sign-posted;
- 8.1.3. Participants are fully briefed on emergency and any other evacuation procedures that apply to any premises in which services are provided;
- 8.1.4. The personal privacy and dignity of participants is respected during the provision of the services;
- 8.1.5. The services are provided in a manner which respects and is appropriate to participants' religious and cultural beliefs and practices, age, gender and disabilities.

9. Service Measures and Outcome Indicators

- 9.1. The Ministry will use the following service measures to demonstrate the actual delivery and outcomes being achieved by the Provider delivering the Services:

Service Measures
The number of individuals that participate in services or activities within the Provider's premises.
The number of individuals that actively participate in the wider community, as a result of Provider input to the activity.
The number of individuals that gain paid employment, as a result of Provider input into the employment outcome.
Individualised Plans for all individuals, describing how individuals will be assisted to meet the relevant outcomes (activities within Provide premises, wider community participation, employment). Plans must be reviewed at least annually and must be available on request by the Provider.

- 9.2. The Ministry may undertake Online Participant Feedback Surveys, for clients participating in the Service. The Ministry will require support from the Provider to facilitate client surveys.

- 9.3. The key outcome indicators are:

- Client satisfaction with:
 - The support/service from the Provider
 - Opportunities to make choices about what they do
 - Opportunities to participate are in line with the abilities and interests
- Clients are regularly supported to participate in everyday activities in everyday places
- Employment placements

10. Monitoring by Purchasing Agency

10.1. 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
E-mail or phone	As and when required

11. Reporting by Provider

- 11.1. Reports and information will be provided by the Provider to the Purchasing Agency within the required timeframes as set out in this Outcome Agreement.
- 11.2. The Provider is required to use the Provider Return Report templates provided by the Ministry, as per Appendix 5 of this Agreement. Templates will be e-mailed to the Provider by the Ministry's Relationship Manager.
- 11.3. The records to be kept and reports to be submitted are listed below:

Reporting Type	Reporting required	Report Period	Reporting frequency and due dates
Service Measures Report	Reporting will include: <ul style="list-style-type: none"> Each individual's name and date of birth, and the Ministry's SWN number if known Start date for each individual Total number of days per week and average hours per day each individual is participating in the services within Provider's premises Total number of days per week and average hours per day individuals are actively participating in the wider community The number of individuals that gain paid employment End date for individuals exiting services 		Due twice yearly on:
		1/7/19-31/3/20	17 April 2020
		1/4/20-30/6/20	17 July 2020
		1/7/20-31/3/21	16 April 2021
		1/4/21-30/6/21	16 July 2021
		1/7/21-31/3/22	15 April 2022
		1/4/22-30/6/22	15 July 2022
		1/7/22-31/3/23	14 April 2023
		1/4/23-30/6/23	14 July 2023
		1/7/23-31/3/24	12 April 2024
Narrative Report	Narrative must contain: <ul style="list-style-type: none"> A summary of the activities and programmes provided; A comment on performance to date, 	12-month periods, or part thereof, to end 31 March each year of this Agreement	Due with Service Measurements Reports in April 2020, 2021,

Reporting Type	Reporting required	Report Period	Reporting frequency and due dates
	detailing successes and opportunities for improvement; • A comment on any significant issues affecting the success or otherwise of this Agreement Client satisfaction with: - the support/service from the Provider - opportunities to make choices about what they do - opportunities to participate are in line with their abilities and interests		2022, 2023 and 2024
Financial Report	Reports must contain: A detailed statement of how the funding has been used	Nine-month periods to end 31 March each year of this Agreement	Due with Service Measurements Reports in April 2020, 2021, 2022, 2023 and 2024

11.4. The Ministry may request Ad-Hoc Reports from time to time.

12. Payments to Provider

12.1. 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.

12.2. The Ministry will pay **\$930,454.31 (GST exclusive)** for the provision of Community Participation services. Payments will be made as set out in the below table.

12.3. 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-20-00445 must be quoted on all invoices.

12.4. All costs associated with the Service 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.

12.5. Payment Calculations - The percentage increase announced in the May 2019 Budget and Pay Equity/Core Funding Increase out year rates are both calculated on the annual value of the 1 July 2018 to 30 June 2019 financial year and are displayed in the table below:

Rates for period 1 July 2019 to 30 June 2021				
Service	Original Annual Value	Annual Value Increase 3.75%	Core Funding Increase/Pay Equity	Funding per Annum (ex GST)
			14.5%	
Community Participation	\$153,477.00	\$5,755.39	\$22,254.17	\$181,486.55
Rates for period 1 July 2021 to 30 June 2024				
Service	Original Annual Value	Annual Value Increase 3.75%	Core Funding Increase/Pay Equity	Funding per Annum (ex GST)
			19.5%	
Community Participation	\$153,477.00	\$5,755.39	\$29,928.02	\$189,160.40

12.6. Payments will be paid on a ratio of 75% in July and 25% in April each year, based on the annual value each financial year. The Ministry shall make the following payments, subject to payment conditions being met:

Date Due	Conditions of Payment	Service	Payment Amount (ex GST)
July/2019	Receipt of signed agreement and valid tax invoice	Community Participation	\$136,114.91
April/2020	Receipt of report, narrative, financials and valid tax invoice due 17 April 2020	Community Participation	\$45,371.64
Total Value for F2020			\$181,486.55
July/2020	Receipt of report due 17 July 2020 and valid tax invoice	Community Participation	\$136,114.91
April/2021	Receipt of report, narrative, financials and valid tax invoice due 16 April 2021	Community Participation	\$45,371.64
Total Value for F2021			\$181,486.55
July/2021	Receipt of report due 16 July 2021 and valid tax invoice	Community Participation	\$141,870.30
April/2022	Receipt of report, narrative, financials and valid tax invoice due 15 April 2022	Community Participation	\$47,290.10
Total Value for F2022			\$189,160.40
July/2022	Receipt of report due 15 July 2022 and valid tax invoice	Community Participation	\$141,870.30
April/2023	Receipt of report, narrative, financials and valid tax invoice due 14 April 2023	Community Participation	\$47,290.10
Total Value for F2023			\$189,160.40
July/2023	Receipt of report due 14 July 2023 and valid tax invoice	Community Participation	\$141,870.30
April/2024	Receipt of report, narrative, financials and valid tax invoice due 12 April 2024	Community Participation	\$47,290.10
Total Value for F2024			\$189,160.40

Total maximum payments under this outcome agreement	\$930,454.31
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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

- 1.2. Providers must hold Approval Level Four as a minimum.

2. Review

- 2.1 The Ministry may evaluate the effectiveness of the services by carrying out a review. The Provider agrees to cooperate in the undertaking of this review, which may include:

- The Provider's delivery of the service requirements;
- The expenditure of the funding;
- Any difficulties that the Provider or the Ministry may have;
- Whether reports have been provided to the Ministry in accordance with the Outcome Agreement;
- Participant satisfaction with the services;
- Any matters that either the Provider or the Ministry may wish to raise.

3. New Intellectual Property (New IP)

- 3.1 Nil

4. Privacy of Personal Information

- 4.1. The Provider will submit reports to the Ministry electronically. Reports containing clients must be encrypted and protected with a password supplied by the Ministry.
- 4.2. The Provider must ensure that all client information is kept secure.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Appendix 3 – Changes to the Framework Terms and Conditions

1. 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

2. Termination

- 2.1. Clause 11.4 of the Framework Terms and Conditions is deleted and replaced by the following:

11.4 Consequences of transfer of funding, termination or expiry of any Outcome Agreement

If the Outcome Agreement (or any part of it) is amended to transfer funding, terminated or expires in accordance with its terms:

- (a) such transfer, termination or expiry will not affect the rights of a party that accrued prior to the date of notice of transfer or termination or expiry;
- (b) unless an alternative date for stopping the Services is agreed by the parties in accordance with clause 11.4(e), the Provider must stop performing the relevant Services from the date notified by the Purchasing Agency in the event funding is to be transferred, termination or expiry of the Outcome Agreement;
- (c) subject to clause 12.1(a), the Purchasing Agency will repay the Provider for all Services provided up to and including the date notified by the Purchasing Agency in the event funding is to be transferred, or the Outcome Agreement is terminated or expires;
- (d) the Provider will repay the Purchasing Agency that portion of funding already paid to the Provider for Services that will not be provided as a consequence of the transfer of funding, termination, or expiry of the Outcome Agreement and clauses 12.2 and 12.3 will apply to any repayments under this clause 11.4(d); and
- (e) the Purchasing Agency and the Provider will discuss how to ensure that there is an orderly transition of the applicable Services and client records from the Provider to any replacement provider following transfer of funding, termination or expiry of the Outcome Agreement, agree a plan and implement their respective obligations under that plan.

Appendix 4 – Additional Terms to the Framework Terms and Conditions

The Purchasing Agency 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 Level 4 for the provision of Services for the term of this Agreement.
- 1.2. The Purchasing Agency 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 Purchasing Agent may conduct an Accreditation Review of the Services, the Provider's practices, and operational and financial policies, procedures and systems.
- 1.5. The Purchasing Agent shall:
 - (i) give the Provider at least two Business Days' notice of any Accreditation Review;
 - (ii) 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. Vetting of Provider employees

- 2.1. The Provider must undertake Police checks for all employees. The checks are obtained through NZ Police Vetting Service.

3. Health and Safety at Work Act 2015

The Provider will:

- 3.1. Consult, cooperate and coordinate with the Purchasing Agency to the extent required by the Purchasing Agency 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;

- 3.2. 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;
- 3.3. Comply with all reasonable directions of the Purchasing Agency relating to health, safety and security;
- 3.4. Report any health and safety matters, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for levels 1 to 4 Services only), the Purchasing Agency's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, the Outcome Agreement

5. Permitted Information Disclosure

- 5.1. 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.

6. Disclosure – Media

- 6.1. Both parties agree that neither party will cause or permit any publicity or disclosure relating to the negotiation, signing or performance of this Outcome Agreement to be published or released in any media without the prior written consent of the other, although both parties acknowledge that either may be compelled to disclose information under the Official Information Act 1982.

7. Confidential Information

- 7.1. 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.

8. Recovery, reduction or suspension of payments

- 8.1. Clause 12 of the Framework Terms and Conditions is amended to add a new clause 12.5 as follows:
Where the Purchasing Agency, at its sole discretion, decides to transfer funding, the Purchasing Agency shall give the Provider 90 days' written notice of the reduction in funding to the Provider under this Outcome Agreement and prepare a written variation for the parties to sign. If the Provider does not sign the variation within 30 days' this Outcome Agreement will automatically terminate in a further 60 days without further notice being required. This clause overrides all other clauses in the Outcome Agreement and all relevant clauses are amended accordingly. The disputes resolution clause will not apply in these circumstances.



MINISTRY OF SOCIAL
DEVELOPMENT
TE HĀNATŌ WHAKAHIAŌ ORA

10 July 2020

s9(2)(a)

Pablos Art Studios Incorporated
PO Box 9720 Te Aro, Wellington 6141

Dear s9(2)(a),

Re: Outcome Agreement Number NATO-20-00445

Following our earlier advice of the 2020 Budget increase for Community Participation services, please find attached your Outcome Agreement Variation for 1 July 2020 to 30 June 2024 for your consideration.

The Variation also includes additional clauses to amend the Framework Terms and Conditions.

Signing the Outcome Agreement Variation

Please review this Outcome Agreement Variation and if it is satisfactory, arrange to have it signed in accordance with the rules of your organisation. Please ensure:

- the Outcome Agreement Variation is signed (refer to page three), scanned and emailed as a PDF to s9(2)(a) 003@msd.govt.nz
- the scanned document includes the whole Outcome Agreement Variation with all pages in order
- please do not annotate the Outcome Agreement Variation other than in the designated areas. If you have any additions, please contact me.

When forwarding your invoices for payment please ensure:

- the invoice is completed with the specified amount as per IRD guidelines
- if you have not done so previously, a blank bank deposit slip is supplied.

This Outcome Agreement Variation will not come into force until it is signed by both Parties. A copy will be emailed to you once signed on behalf of the Crown.

The Ministry cannot guarantee the on-going funding of services or otherwise make more money available after the expiry of the attached Outcome Agreement Variation.

Any questions?

If you have any queries about the contents of this letter or the Outcome Agreement Variation please contact me. If you do not wish to enter into this Outcome Agreement Variation, please let me know as soon as possible.

Ngā mihi

s9(2)(a) – National Contracts Advisor

Phone: DDI s9(2)(a) | Mobile s9(2)(a)

Ministry of Social Development, Private Bag 60602, Paraparaumu

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement Variation

Between

Ministry of Social Development

and

Pablos Art Studios Incorporated

Contract Name	Vocational Services for People with Disabilities – Community Participation
Outcome Agreement Number	NATO-20-00445
Outcome Agreement Variation Number	NATO-20-00445-V1
Commencement Date	1 July 2019
Commencement Date of Outcome Agreement Variation	1 July 2020
Term	Five Years
Expiry Date	30 June 2024
Variation Value (excluding GST)	\$68,597.34
Total contract value (excluding GST)	\$999,051.65

Parties

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

Pablos Art Studios Incorporated duly incorporated under the Incorporated Societies Act 1908 (Registration Number 586673) and having its registered office at 118 Tory Street, Wellington (**the Provider**).

1 Background

- 1.1 On 10 July 2019 the Provider and the Purchasing Agency entered into Outcome Agreement number NATO-20-00445 (as part of the streamlined contracting with Non-Government Organisations (NGOs) framework) 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 The Parties wish to vary the Outcome Agreement by:
 - Increasing baseline funding for F2021 and F2022 from Budget 20
 - Amending Appendix 4 – Additional Terms to the Framework Terms and Conditions
- 1.4 Pursuant to clause 15.2 of the Framework Terms and Conditions the Provider and Purchasing Agency agree to the changes described below.

2 Changes to the Outcome Agreement

- 2.1 **Appendix 1 Service Details– Clause 12 - Payments to Provider** is deleted and replaced with a new Clause 12 Payment for Services attached to this Outcome Agreement Variation.
- 2.2 **Appendix 4 Additional Terms to the Framework Terms and Conditions** is deleted and replaced by New Appendix 4 Additional Terms to the Framework Terms and Conditions appended to this Variation to:
 - Delete current clause 6 Disclosure – Media
 - Add new clause Prevention of Abuse and/or Neglect

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 s9(2)(a)

National Manager Contracts

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

s9(2)(a)

Signed

Date

13/7/2020

Pablos Art Studios Incorporated

Signed by s9(2)(a)

Pablos Art Studios Incorporated
Committee Member

I have authority to sign for Pablos Art Studios Incorporated and confirm this agreement has not been altered from what was last provided by the Purchasing Agency.

s9(2)(a)

Signed

Date

13/7/2020

Appendix 1 – Service Details

12 Payments to Provider

- 12.1. 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.
- 12.2. The Ministry will pay **\$999,051.65 (GST exclusive)** for the provision of Community Participation services. Payments will be made as set out in the below table.
- 12.3. 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-20-00445-V1 must be quoted on all invoices.
- 12.4. All costs associated with the Service 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.
- 12.5. Payment Calculations – have been calculated based on the funding received in the 2019/20 financial year, excluding additional payments made for Gender Pay Equity. They are displayed for each financial year in the table below:

Rates for period 1 July 2019 to 30 June 2020					
Service	Original Annual Value	May 2019 Budget Increase 3.75%	Revised Annual Value F2020	Core Funding Increase/Pay Equity on original annual value	F2020 Annual Value Including Pay Equity (ex GST)
				14.5%	
Community Participation	\$153,477.00	\$5,755.39	\$159,232.39	\$22,254.17	\$181,486.56
Rates for period 1 July 2020 to 30 June 2021					
Service	Revised Annual Value from Previous Year	Cost Pressure Contribution Increase 6%	Revised Annual Value F2021	Core Funding Increase/Pay Equity on original annual value	F2021 Annual Value Including Pay Equity (ex GST)
				14.5%	
Community Participation	\$159,232.39	\$9,553.94	\$168,786.33	\$22,254.17	\$191,040.50
Rates for period 1 July 2021 to 30 June 2024					
Service	Revised Annual Value from Previous Year	Cost Pressure Contribution Increase 6%	Revised Annual Value F2022 to F2024	Core Funding Increase/Pay Equity on original annual value	F2022 to F2024 Annual Value Including Pay Equity (ex GST)
				19.5%	
Community Participation	\$168,786.33	\$10,127.18	\$178,913.51	\$29,928.02	\$208,841.53

- 12.6. Payments will be paid on a ratio of 75% in July and 25% in April each year, based on the annual value each financial year. The Ministry shall make the following payments, subject to payment conditions being met:

The Ministry shall make the following payments:

Date Due	Conditions of Payment	Service	Payment Amount (ex GST)
07/2019	Paid	Community Participation	\$136,114.92
04/2020	Paid	Community Participation	\$45,371.64
Total Value for F2020			\$181,486.56
07/2020	Receipt of the signed variation for additional funding in budget 2020, report due 17 July 2020 and valid tax invoice	Community Participation	\$143,280.38
04/2021	Receipt of report due 16 April 2021 and narrative, financials and valid tax invoice	Community Participation	\$47,760.12
Total Value for F2021			\$191,040.50
07/2021	Receipt of report due 16 July 2021 and valid tax invoice	Community Participation	\$156,631.15
04/2022	Receipt of report due 15 April 2022 and narrative, financials and valid tax invoice	Community Participation	\$52,210.38
Total Value for F2022			\$208,841.53
07/2022	Receipt of report due 15 July 2022 and valid tax invoice	Community Participation	\$156,631.15
04/2023	Receipt of report due 14 April 2023 and narrative, financials and valid tax invoice	Community Participation	\$52,210.38
Total Value for F2023			\$208,841.53
07/2023	Receipt of report due 14 July 2023 and valid tax invoice	Community Participation	\$156,631.15
04/2024	Receipt of report due 12 April 2024 and narrative financials and valid tax invoice	Community Participation	\$52,210.38
Total Value for F2024			\$208,841.53
Total maximum payments under this outcome agreement			\$999,051.65

Please note these payments exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Outcome Agreement Variation

Appendix 4 –Additional Terms to the Framework Terms and Conditions

The Purchasing Agency 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 Level 4 for the provision of Services for the term of this Agreement.
- 1.2. The Purchasing Agency 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 Purchasing Agent may conduct an Accreditation Review of the Services, the Provider's practices, and operational and financial policies, procedures and systems.
- 1.5. The Purchasing Agent shall:
 - (i) give the Provider at least two Business Days' notice of any Accreditation Review;
 - (ii) 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. Vetting of Provider employees

- 2.1. The Provider must undertake Police checks for all employees. The checks are obtained through NZ Police Vetting Service.

3. Health and Safety at Work Act 2015

The Provider will:

- 3.1. Consult, cooperate and coordinate with the Purchasing Agency to the extent required by the Purchasing Agency 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;
- 3.2. 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;
- 3.3. Comply with all reasonable directions of the Purchasing Agency relating to health, safety and security;
- 3.4. Report any health and safety matters, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for levels 1 to 4 Services only), the Purchasing Agency's policy, or any notice issued under the Health and Safety at

4. Vulnerable Children Act 2014

- 4.1. As a provider of children's Services as defined in the Vulnerable Children Act 2014, the Provider must adopt and comply with a child protection policy. The Provider must ensure that the child protection policy accords with the requirements of section 19 of the Vulnerable Children Act 2014 and review this policy at three-year intervals from its first adoption.

5. Prevention of Abuse and/or Neglect

- 5.1. The Ministry has zero tolerance of any form of abuse or neglect of people using its funded services.
- 5.2. The Provider will safeguard people and their family/whānau, advocates, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect when interacting with the Service. The Provider will have policies and procedures on preventing, detecting and eliminating abuse and/or neglect. These policies and procedures will align with the Ministry of Health's guide "The Prevention and Management of Abuse" (Guidelines) and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. These procedures will also include reference to the Providers Complaints Procedure.
- 5.3. The Provider will report any instances of abuse or neglect as defined in the Guidelines to the Ministry's relationship manager as soon as reasonably practicable of the incident occurring. The Provider will provide a report of the investigation into the incident and actions taken as soon as reasonably practicable of reporting the incident.
- 5.4. The Provider will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect.

6. Permitted Information Disclosure

- 6.1. 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.

7. Confidential Information

- 7.1. 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.

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