



7 August 2025

Tēnā koe

Official Information Act request

Thank you for your email of 6 January 2025, requesting a copy of the Lifewise Trust's Substantive Host Contract with Disability Support Services (DSS), including Services Schedule and all contract Variations for since January 2019.

The second part of your request, requesting communications relating to an individual's Individualised Funding audit, has been addressed separately as a request under the Privacy Act 2020.

I sincerely apologise for the delay in providing you with a response. DSS functions have moved between three agencies (the Ministry of Health, Whaikaha – the Ministry for Disabled People and the Ministry of Social Development) across the timeframe you have requested information for. Consultation required between the agencies involved has contributed to the delay in responding to you.

I have considered your request under the Official Information Act 1982 (the Act) and have granted it in part. Please find **13 documents attached**, which contain the information you have requested.

Contact details for individual staff members have been withheld under section 9(2)(a) of the Act. This has been done to protect the privacy of natural persons. The need to protect the privacy of these individuals outweighs any public interest in this information. Contact information for the Ministry of Health, the Lifewise Trust and Whaikaha – the Ministry for Disabled People are available publicly online.

I note that in your email setting out your Official Information Act request you query who is subject to the Act. All of the agencies that are subject to the Act are listed in Schedule 1 of the Ombudsman Act 1975 and Schedule 1 of the Official Information Act 1982. I include links to each piece of legislation below for ease of reference:

- Ombudsman Act 1975
[Ombudsmen Act 1975 No 9 \(as at 05 April 2025\), Public Act Contents – New Zealand Legislation](#)

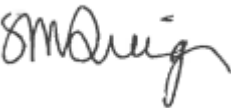
- Official Information Act 1982
[Official Information Act 1982 No 156 \(as at 05 April 2025\), Public Act Contents – New Zealand Legislation](#)

I will be publishing this decision letter, with your personal details deleted, on the Ministry's website in due course.

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 my decision on your request, 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.

Ngā mihi nui

pp. 

Anna Graham
General Manager
Ministerial and Executive Services

Outcome Agreement

between

Ministry of Health

for Health and Disability Services



and

The LIFEWISE Trust

Legal Entity Number	658836
Contract Name	Home & Community Support Services
Contract Type	Non Residential
Start Date	01 November 2015
Expiry Date	31 October 2020
Contract number	261666-00 (Replaces 339505-04)

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Outcome Agreement

Parties

Her Majesty the Queen in the right of New Zealand acting by and through the Chief Executive of the Ministry of Health.

Ministry of Health (Purchasing Agency)

and

The LIFEWISE Trust (Provider)

Introduction

- A This Outcome Agreement forms part of the Government's Streamlined Contracting Framework, along with a set of umbrella terms and conditions known as the "Framework Terms and Conditions" that will apply to contracts between the Purchasing Agency and the Provider relating to social, public health, justice and education services. The Framework Terms and Conditions are posted on <http://www.business.govt.nz/procurement/pdf-library/functional-leadership/contracting-with-ngos/framework-terms-and-conditions-476-kb-pdf> (the **Website**) and form an integral part of this Outcome Agreement.
- B This Outcome Agreement describes the:
- (i) Outcome to be achieved;
 - (ii) Services that the Provider will provide to contribute towards achieving that Outcome; and
 - (iii) Performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
- C The sections in the Framework Terms and Conditions headed "Introduction", "Purpose and Context Statement" and "Relationship Principles" set the relationship background relevant to this Outcome Agreement.
- D The Purchasing Agency confirms that it has signed a Government Agency Agreement with the Co-ordinating Agency and will ensure that at all times throughout the term of this Outcome Agreement it maintains in place a signed Government Agency Agreement.

Māori Health

- E The Treaty of Waitangi establishes the unique and special relationship between iwi Māori and the Crown. As a Crown organisation the Purchasing Agency considers the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, participation and utmost good faith, to be implicit conditions of the nature in which the Purchasing Agency responds to Māori health issues.
- F The Purchasing Agency requires that these principles shall be explicitly expressed in agreements between contracted Service providers and the Purchasing Agency. The Provider shall demonstrate how its policies and practices and Service delivery shall address the needs of Māori People.

Framework Terms and Conditions – future differences

If the Framework Terms and Conditions posted on the Website for future general use are ever different to those that apply when this Outcome Agreement is entered into (**Updated Framework Terms and Conditions**), then:

- (a) any future Outcome Agreement which the Provider enters into with the Purchasing Agency (or another Purchasing Agency) after the date which the Updated Framework Terms and Conditions are publicly posted on the Website will incorporate (or have appended to it) the Updated Framework Terms and Conditions; and
- (b) if the Provider and Purchasing Agency agree to it, the Updated Framework Terms and Conditions will also apply to this Outcome Agreement from an agreed date and any Framework Terms and Conditions already incorporated into (or appended to) this Outcome Agreement will be deemed to be removed and replaced by those publicly posted Updated Framework Terms and Conditions.

1. Relationship between this Outcome Agreement and the Framework Terms and Conditions

- 1.1 This Outcome Agreement is deemed to incorporate all the Framework Terms and Conditions. Accordingly, the Framework Terms and Conditions apply to the Services under this Outcome Agreement.
- 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 Not an integrated Outcome Agreement

- 2.1 This Outcome Agreement is not suitable for situations where more than one Purchasing Agency wants to contract with the Provider in a single Outcome Agreement.



3 Term of this Outcome Agreement

- 3.1 This Outcome Agreement will commence on 01 November 2015 and, end on 31 October 2020 unless extended pursuant to clause 3.2 or terminated earlier in accordance with the Framework Terms and Conditions or as otherwise allowed at Law.
- 3.2 The Purchasing Agency may, extend the term of this Outcome Agreement for up to one further period of four years by giving the Provider notice it wishes to extend the term at least 6 months before the date when the term would otherwise expire.

4 Services, Outcome(s) and performance measures

- 4.1 The Provider will provide the Services to satisfy the performance measures set out in Appendix 1. The performance measures set out in Appendix 1 for each Service will be used to help 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.
- 4.2 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.

5 Monitoring by the Purchasing Agency

- 5.1 The Purchasing Agency will undertake the scheduled monitoring activities at the times and frequencies set out in Appendix 2.

6 Regular reporting by the Provider

- 6.1 In providing the Services, the Provider will provide the Purchasing Agency with reports that include the details specified, at the times and frequency set out in Appendix 3.

7 Regular audits of the Provider

- 7.1 The Purchasing Agency is currently required or permitted by Law to conduct an audit or review of the Provider during the term of this Outcome Agreement as set out in Appendix 4, with those audits or reviews being conducted on or around the times specified in Appendix 4.

8 Payment

- 8.1 Subject to the Purchasing Agency's rights under clause 13.1 to 13.3 of the Framework Terms and Conditions (Recovery, Reduction or Suspension of Payments), the Purchasing Agency will pay the Provider the amounts specified for the Service, at the times and subject to any pre-conditions set out in Appendix 5.

9 Conditions

- 9.1 The Provider must satisfy or comply with the conditions within the timeframes set out in Appendix 6.
- 9.2 If the Provider fails to satisfy or comply with any of the conditions it is responsible for:
- (a) the Provider must notify the Purchasing Agency of that failure as soon as reasonably practicable; and

(b) the applicable consequence set out in Appendix 6 will apply and, if none are specified for that condition, the consequence will be that the Purchasing Agency may do any one or more of the following:

- (i) require a Remedy Plan to be agreed (if appropriate) and require the Provider to perform all actions recorded in the Remedy Plan;
- (ii) suspend some or all of the Services (and suspend payment for those Services) on giving written notice to the Provider;
- (iii) exercise its rights under clause 13.1 to 13.3 of the Framework Terms and Conditions (Recovery, Reduction or Suspension of Payments); or
- (iv) exercise its termination rights described in the Framework Terms and Conditions.

9.3 The Purchasing Agency must satisfy or comply with the conditions within the timeframes set out in Appendix 7.

9.4 If the Purchasing Agency fails to satisfy or comply with any of the conditions it is responsible for:

- (a) the Purchasing Agency will notify the Provider of that failure; and
- (b) the applicable consequence set out in Appendix 7 will apply and, if none are specified for that condition, the consequence will be that the Purchasing Agency and the Provider will discuss with each other what an appropriate response should be.

9.5 If the Purchasing Agency or the Provider fails to satisfy any condition that is required to be satisfied before the Outcome Agreement comes into full effect, the consequence will be that the Purchasing Agency and the Provider will discuss with each other what an appropriate response should be.

10 Incentives

10.1 If the Provider satisfies the criteria set out in Appendix 8, the Purchasing Agency will provide the Provider with the Incentive set out in Appendix 8.

11 Permitted information disclosure

11.1 Despite clause 10 of the Framework Terms and Conditions relating to confidentiality the Purchasing Agency may disclose any information described in Appendix 9 to the persons named in that appendix, provided that in no circumstances will the Purchasing Agency disclose any personal information about an identifiable individual without the consent of that individual first being obtained.

12 New Intellectual Property

12.1 Without limiting the intellectual property clauses in the Framework Terms and Conditions, any new Intellectual Property Rights (**New IP**) that will be created by the Provider in connection with the Services and described in Appendix 10 will be owned (including the proportion) by the party identified in Appendix 10 and will be licensed to the other party or parties in accordance with clause 11.3 of the Framework Terms and Conditions.

- 12.2 At the start date of this Outcome Agreement the Purchasing Agency does not wish to purchase any New IP under this Outcome Agreement. However, if the Provider creates any New IP during its performance of this Outcome Agreement that the Purchasing Agency does wish to acquire ownership rights in, the parties will discuss the desired Agreed Uses of that New IP and document the ownership position and Agreed Uses as agreed between the parties as soon as practicable after the Purchasing Agency notifies the Provider of their desire to acquire ownership rights in any New IP. This provision applies in place of clause 11.2(a) of the Framework Terms and Conditions.
- 12.3 If, during the term of this Outcome Agreement, the Purchasing Agency expressly and separately engages the Provider to develop any New IP, the parties will discuss and agree the desired uses of that New IP and shall document the ownership position and Agreed Uses agreed between the parties before the New IP is developed.
- 12.4 For clarity, New IP does not include:
- (a) The personal records of any Eligible Person; or
 - (b) The personal plans of any Eligible Person.
- 12.5 Nothing in this Outcome Agreement alters the ownership and licence rights of the respective parties in relation to intellectual property rights created under contracts previously signed by the parties.

13 Contact Details

- 13.1 Each party's initial postal address, physical address, email address, phone number and Relationship Manager detail is set out below:

Purchasing Agency: Ministry of Health

Postal address: P O Box 5013, Wellington 6145

Physical address: Ground Floor Reception, Freyberg Building, 20 Aitken Street, Thorndon, Wellington

Email address: s9(2)(a)

Phone number:

Relationship Manager: Christy Richards (Wellington)

Provider: The LIFEWISE Trust

Postal address: PO Box 5104, Auckland Central, Auckland

Physical address: 227 Mt Eden Road, Mt Eden, Auckland

Email address: s9(2)(a)

Phone number:

Relationship Manager: Julie Smith

- 13.2 Either party may vary any of their contact details by providing written notice of that change to the other, such changes being effective from the date the notice is received.

14 Further terms

- 14.1 The Purchasing Agency and the Provider also agree that the further terms set out in Appendix 11 form part of this Outcome Agreement. The Purchasing Agency and the Provider each acknowledge that:

- (a) any further terms must be read and applied in a way which preserves the greatest degree of consistency and compliance with the Framework Terms and Conditions; and
- (b) before including a further term that adds to, or departs from, the arrangements described in the Framework Terms and Conditions, the Purchasing Agency and the Provider have both discussed and agreed that the addition or departure is necessary to address a matter that is both novel and specific to the Provider or the Services and which (for clearly identified reasons) is not otherwise adequately or appropriately provided for under the Framework Terms and Conditions.

15 Further definitions

- 15.1 In addition to any definitions in the Framework Terms and Conditions, in this Outcome Agreement, unless the context otherwise requires:

Accreditation Information means information relating to Accrediting a Provider that each Other Government Agencies or the Purchasing Agency has advised MSD it will submit and share with Other Government Agencies pursuant to the Information Sharing MOU;

Accredit means the process of accrediting (including the holding of a status, certification or other approval under law or policy guidelines by) a Provider, being a process of gathering, creating and/or assessing relevant information to determine, by reference to the Business Viability Standards, whether that Provider is viable and has the capacity and capability to deliver quality services;

Act means the New Zealand Public Health and Disability Act 2000;

Business Viability Standards means the standards which have been approved by the Social Sector Purchasing Steering Group and notified to MBIE and the Other Government Agencies for the purpose of the application of the Information Sharing MoU, being standards relating to the business structure and system of a Provider, which affect its capacity to provide a service. As at the date of this agreement, those Business Viability Standards are attached as Annex C to this Outcome Agreement;

Commissioner means any commissioner or ombudsman appointed by statute and having authority to deal with any complaints arising under this Outcome Agreement;

Complaints Body means any organisation appointed to deal with complaints relating to the Services:

- (a) under this agreement;

- (b) by both of us by mutual agreement;
- (c) by a Health Professional Authority; or
- (d) by Law;

Consult means each party must:

- (a) fully state our proposals and views to the other and carefully consider each response to them;
- (b) act in good faith and not predetermine any matter; and
- (c) give the other adequate opportunity to consult any other interested party.

The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult;

Critical Incident means any sudden and/or unusual event, which could if viewed reasonably and objectively:

- (a) be life threatening for the Person or others;
- (b) be dangerous – the safety of the Person is at risk from serious harm;
- (c) have significant consequences such as a Person being involved in criminal activity, absconding, emergency service or hospitalisation;
- (d) be a serious crisis that may result in media or political attention;

Cross Government Accreditation Register means the electronic accreditation tool hosted by MSD to record Accreditation Information;

Crown Direction means any direction or requirement given under sections 32 or 33 of the Act or any direction or requirement under regulations made under the Act;

Eligible Person means any individual who:

- (a) is in need of the Services as determined by a NASC;
- (b) meets the essential eligibility criteria and other criteria, terms and conditions which, in accordance with the Health and Disability Services Eligibility Direction current at the time, or any other Crown Direction an individual must satisfy before that individual may receive any Services purchased by the Purchasing Agency.

The Minister will determine whether an individual is an Eligible Person if there is any dispute.

“Eligible People” has a corresponding meaning.

Health Professional Authority means any authority or body that is empowered by Law to exercise disciplinary powers in respect of any person who is involved in the supply of health and disability services;

In-Between Travel (IBT) means a payment for qualifying travel time in accordance with the Settlement Agreement.

Settlement Agreement means the Agreed Terms of Settlement between all Home and Community based Support Service providers (Employers), all Home and Community based Support Service workers and Unions (Employees), all 20 District Health Boards and the Crown (the Ministry of Health) for IBT, which came into effect on 1 July 2015.

Information Sharing MoU means the Memorandum of Understanding (Information Sharing: NGO Accreditation Information) signed by the Purchasing Agency to document how Accreditation Information will be made available and used by Other Government Agencies for the purpose of their own audit and accreditation related requirements, and any other purpose consented to by the Provider in responding separately to the same or similar enquiries made by multiple Other Government Agencies;

MBIE means the Ministry of Business, Innovation & Employment;

Minister means the Minister of Health;

MSD means the Ministry of Social Development;

NASC Service means a service provided by a Needs Assessment Service Coordinator approved by the Purchasing Agency;

Other Government Agencies means the following other Government agencies:

- (a) MSD;
- (b) Ministry of Justice;
- (c) Ministry of Education;
- (d) MBIE;
- (e) The Treasury;
- (f) State Service Commission;
- (g) Te Puni Kōkiri;
- (h) Department of Corrections;
- (i) Department of Internal Affairs;

People/Person means a person who is an Eligible Person (with the exception of clause 3.2 of Appendix 5) and is receiving the Services;

Purchase Agency Objectives include:

- (a) the objectives specified in the New Zealand Disability Strategy and the UN Conventions on the Rights of the Child & Rights of Persons with Disabilities;
- (b) to promote:



- (i) the personal health of Eligible Persons;
 - (ii) the care or support for those Eligible Persons who are in need of personal health services or disability support services (as defined by the Act); and
 - (iii) the independence of those Eligible Persons;
- (c) to meet the relevant health strategy, disability strategy and any strategy for the development and use of nationally consistent standards, quality assurance programmes and performance monitoring determined by the Minister under section 8 or section 9 of the Act;

Quality Audit means audit, inspection, investigation, evaluation or review of:

- (a) quality;
- (b) service delivery;
- (c) performance requirements;
- (d) organisational quality standards;
- (e) information standards;
- (f) organisational reporting requirements;
- (g) safety standards;
- (h) clinical standards;
- (i) standards of care People receive;
- (j) compliance with any of the Provider's obligations;

in relation to the provision of Services under this Outcome Agreement;

Quality Auditor means any person appointed by the Purchasing Agency in accordance with clause 1.4 of Annex B and includes:

- (a) any person appointed to carry out a Quality Audit;
- (b) any person appointed by the Purchasing Agency to investigate complaints relating to the quality of care People are receiving;

Records means:

- (a) all written and electronically stored material; and
- (b) all records and information held by the Provider or on the Provider's behalf or by its employees, subcontractors, or agents,

which are relevant to the provision of the Services;

Services Agreement means an agreement entered by a District Health Board under section 25 of the Act;

Service Specifications means any service specification relating to the provision of the Services referred to in Appendix 1 of this Outcome Agreement;

Site Visit means attendance by a Quality Auditor or any other person authorised by the Purchasing Agency at any of the Provider's premises;

Taonga means Māori property, goods, possessions, effects, treasure, anything prized - applied to anything considered to be of value including socially or culturally valuable objects, resources, phenomenon, ideas and techniques;

Temporary Manager means a manager appointed by the Purchasing Agency in accordance with clause 10.1 of Appendix 11;

Tikanga means correct Māori procedure, custom, habit, lore, method, manner, rule, way, code, meaning, plan, practice, convention, protocol - the customary system of values and practices that have developed over time and are deeply embedded in the social context;

Uncontrollable Event means an event which is beyond the reasonable control of either party but does not include:

- (a) any risk or event which the party claiming could have been prevented or overcome by taking reasonable care including having in place a reasonable risk management process; or
- (b) a lack of funds for any reason (other than where the Purchasing Agency has failed to make payment under this Outcome Agreement);

User Part Charge means the user part charges set out in the Services Agreement;

Variation Event means the occurrence of any of the following events where either party considers that changes occurring as a result of:

- (a) any change in Law;
- (b) any change in the definition of Eligible Person arising from a change in the law after the date on which this Outcome Agreement commences;
- (c) changes of the requirements under the Services Agreement;
- (d) significant changes in the health sector environment or costs that are beyond the control of either party;
- (e) any change to the performance measures recorded, or referred to, in this Outcome Agreement;

that will have a material impact on the provision of Services including the costs of providing Services;



Washup means a funding adjustment made as a result of reconciliation between what Services is contracted for in this Outcome Agreement and what is actually provided.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



16 Conflict between documents

16.1 If there is any conflict between provisions of the Outcome Agreement and the Service Specifications, the Service Specifications prevail.

16.2 The Service Specifications are designed to be complementary and read together, but if there is a conflict between the tier one Service Specification and any tier two or tier three Service Specifications referenced in this Outcome Agreement, the lowest tier Service Specification prevails, i.e. tier three prevails over the tier two and tier one Service Specification, and tier two prevails over the tier one Service Specification.

Signatures

Signed for and on behalf of the Ministry of Health as follows:



Signed by Toni ATKINSON, GM, DSS

22/10/15

Date

Signed for and on behalf of the Provider as follows:



Signed by

20/10/15

Date

Appendix 1 – Services, Outcomes to be achieved, and performance measures

Outcome (Population)	Refer to the Tier One Service Specification available on the Purchasing Agency website at http://www.health.govt.nz/our-work/disability-services/contracting-disability-support-services/contracts-and-service-specifications
Indicator (Population)	Refer to the Tier One Service Specification available on the Purchasing Agency website at http://www.health.govt.nz/our-work/disability-services/contracting-disability-support-services/contracts-and-service-specifications
Service	This service will be delivered according to the: • Tier One Service Specification; and • Tier Two Service Specifications for this Service are available on the Purchasing Agency website at http://www.health.govt.nz/our-work/disability-services/contracting-disability-support-services/contracts-and-service-specifications

1. The Provider is not responsible for achieving the population level Outcome described in the Tier One Service Specification. The Service delivered by the Provider only contributes towards the Population Outcome being achieved.

Appendix 2 – Monitoring by the Purchasing Agency

Service	Monitoring activity	Time and frequency of monitoring activity
All Services	The Purchasing Agency's contract relationship manager may visit the Provider a minimum of at least once per year to: • discuss progress in achieving results for People as outlined in the performance measures; • discuss opportunities for parties to further improve results for People; • discuss whether each performance measure remains relevant for the Service to which it relates, and whether any existing performance measures should be removed or amended and whether any new performance measures should be added. Responses to reports: The Purchasing Agency's contract relationship manager will respond to reports received from the Provider as required. Other contact: The Purchasing Agency's contract relationship manager may contact the Provider by phone or email from time-to-time as required.	On dates to be agreed between the parties.

1. Review

- 1.1 Both parties acknowledge the ongoing nature of this Outcome Agreement and the need for and commitment to continuous improvement in service delivery and health outcomes within available funding. Both parties agree that this includes such support as may be agreed from time to time, for a streamlined purchase framework and service reviews, which address areas of poor health status and/or inadequate Service delivery.

Appendix 3 – Regular reporting by the Provider

Service	Report name	Details to be included in the report	Time and frequency of reporting
All Services	Six monthly Outcome Agreement report	Details described in the reporting template attached as Annex A.	6 monthly – on the dates below for the corresponding period (unless otherwise agreed): 20 July (1 Jan – 30 Jun) 10 Feb (1 Jul – 31 Dec)

1. Where to send completed reports

1.1 The Provider will send all reports under this Outcome Agreement to:

The Performance Reporting Team
Sector Operations
Ministry of Health
Private Bag 1942
Dunedin
Ph: 03 474 8040
Fax: 03 474 8582
Email: performance_reporting@moh.govt.nz

2. The Costs Associated with the Provision of Information

- 2.1 The costs associated with the provision of information under this Outcome Agreement are to be paid for by the Provider. Unless agreed differently in this Outcome Agreement, reimbursement for these costs by the Purchasing Agency is deemed to be included in the price payable for the Service recorded in Appendix 5.

3. Review of performance measures and inclusion of benchmark targets

- 3.1 On or about the first anniversary of the start date of this Outcome Agreement the Purchasing Agency will be reviewing the performance measures to:
- (a) ensure they remains relevant for the Service;
 - (b) whether any existing performance measures should be removed or amended and whether any new performance measures should be added; and
 - (c) to establish performance measure targets based on provider performance against the performance measures across all providers of the same services.

4. Critical incident reporting

- 4.1 The Provider must notify the Purchasing Agency of any Critical Incident using the Critical Incident reporting form available from the Purchasing Agency. A copy of the current Critical Incident reporting form is attached as Annex D.



Appendix 4 – Regular audits of the Provider

Audit and corresponding legal requirement	Anticipated timeframe for conducting the audit
Health and Disability Service (Safety) Act 2001 (if relevant)	The Purchasing Agency will give the Provider at least 20 Business Days' notice of its intention to conduct an audit pursuant to the Health and Disability Service (Safety) Act 2001 except issue based audits, which may be undertaken at any time pursuant to clause 5.4 of the Framework Terms and Conditions.

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Appendix 5 – Payment for Services

#	Purchase Unit ID	Purchase Unit description	Service line	Unit price	Volume	No of Clients	Total Price (exc GST)	GST Rate	Payment type	Monthly payment
1	DSS1009	Household Management	Household Management	\$26.14 Per Hour	n/a		n/a	15.00%	CCPS	n/a
2	DSS1010	Personal Care	Personal Care	\$26.14 Per Hour	n/a		n/a	15.00%	CCPS	n/a
3	DSS1010	Personal Care	Night Support	\$150.96 Per Night	n/a		n/a	15.00%	CCPS	n/a
4	DSS-IFA	Individualised Funding Agency	(IF) Household Management	\$26.14 Per Hour	n/a		n/a	15.00%	CCPS	n/a
5	DSS-IFA	Individualised Funding Agency	(IF) Personal Care	\$26.14 Per Hour	n/a		n/a	15.00%	CCPS	n/a
6	DSS-IFA	Individualised Funding Agency	(IF) Respite	\$10.00 Per Unit	n/a		n/a	15.00%	CCPS	n/a
			Total Price for all	Services			n/a			

Payment date/Milestone	Date the invoice must be provided to the Purchasing Agency
CCPS Fortnightly Electronic Payment	
Fortnightly – with the first payment being made within 5 Business Days of receipt of the electronic file for Services delivered in the relevant fortnightly payment period.	7 Business days before payment due date. If the invoice is not received by the above date, the Purchasing Agency will pay the Provider on the scheduled payment date in the following fortnight.
CCPS Fortnightly Electronic payment clause	
1. Invoicing 1.1 The Provider must submit to the Purchasing Agency's Sector Operations Payment Team an electronic file (provided fortnightly by email) of a Summary Tax Invoice and invoice lines for the previous fortnight. The Provider must use the template provided by the Purchasing Agency for electronic claiming. 1.2 The invoicing period will normally start on a Monday and end on a Sunday. The invoice lines will include person, service, service period, contracted price per unit of service and total claim by person. 1.3 The invoice must meet all legal requirements and must contain the following information: (a) Provider name (legal entity name); (b) Provider number (legal entity number); (c) Provider invoice number; (d) Outcome Agreement number; (e) purchase unit number or a description of the Service being provided; (f) date the invoice is due to be paid/date payment expected; (g) dollar amount to be paid; (h) period the Service was provided (Service start and Service end dates for each week); (i) number of days Service provided in each week (Monday to Sunday); (j) GST rate; (k) GST number; (l) name, date of birth and NHI number of each Person.	

- 1.4 The electronic file is required in the Dunedin Office within 5 Business Days after invoice period ends. The electronic invoice will be processed and payment made within 5 Business Days after the electronic file is received by the Sector Operations Dunedin Office.
- 1.5 The Sector Operations Payment Team cannot guarantee payment if the Provider delays sending the electronic invoices. The team will make their best efforts to arrange payment with the next payment run.
- 1.6 Email: provider@moh.govt.nz

CCPS Electronic Invoicing Instructions

A Invoicing

A1 In order to expedite the invoicing and payment processes while minimising the number of invoice rejections the Provider must adhere to the requirements outlined below:

- (a) Service Authorisation
- i The Provider will receive a Socrates Service Authorisation, from the NASC. The Authorisation will detail the following:
 - Services that should be delivered;
 - Service Quantity (typically hours) and Frequency (typically per week); and
 - Service Start/End Dates
 - ii The Provider can only invoice for Services delivered, as detailed on the Service Authorisation.
- (b) Responsibility
- i The Provider is responsible for ensuring that invoices detail the actual delivered hours of Service, at the specified contract rates. Rejections will occur where the hours invoiced exceed the service quantity as detailed in the Service Authorisation.
- (c) Frequency
- i To reduce the possibility of rejections the Provider needs to invoice in weekly service periods within your normal invoice. Claims for earlier service periods or previous rejected invoice lines should also be included in the invoice submitted.
- (d) Carry-over of eligibility hours
- i If the Provider has not delivered the maximum amount of Service allocated, these hours cannot be carried over and claimed in later periods.
 - ii Example: Client is allocated 2 hours Personal Care per week. The Provider delivers 1 hour per week for the first month, the Client is not entitled to 3 hours per week in the next month as a result of receiving only 1 hour per week in the earlier month.
 - iii Under Individualised Funding the allocated Service period is defined by the start to end date of the allocation.
- (e) Invoice Rejections
- i The Purchasing Agency will notify the Provider when rejections occur

- ii If the Provider receives a rejection it should do the following:
 - Check that it has a valid Service Authorisation giving the Provider authority to invoice for the Service;
 - Check the invoiced period does not extend beyond the Service periods detailed in the Service Authorisation; and
 - Check that the Provider has not already been paid for this Service
 - iii If the Provider is claiming correctly and rejections still occur then the Provider should send all relevant details of the rejections to the NASC.
 - iv Any corrections made by NASCs to correct Socrates Service Coordinations will generate new Service Authorisations and the Provider will then be able to re-invoice.
- (f) Contract Periods
- i Invoicing must be split into relevant contract periods. Services that were delivered during previous contract periods must be invoiced separately to Services that were delivered in the current contract period.

In-Between Travel (IBT)

All claims for IBT for the period from 1 July 2015 until 28 February 2016 will be made in accordance with the interim arrangements executed under the Letter of Agreement for Funding of the IBT Settlement Agreement. All payments from 29 February 2016 will be documented in a variation to this Outcome Agreement that will allow implementation of all aspects of the Settlement Agreement.

Additional payment clauses

- 1.1 The Provider may only claim payments under this Outcome Agreement in respect of the Services provided to Eligible Persons. If there is any conflict between this clause and the Service Specification for that Service, then the Service Specification will prevail in determining the payments that the Provider may claim.
- 1.2 If the Provider invoices the Purchasing Agency for Services provided to the Purchasing Agency not covered by this Outcome Agreement, at the request of the Purchasing Agency, the Purchasing Agency may recoup any payment made in respect of such invoice.
- 1.3 Any Washups will be done six-monthly or at such other frequency as the parties may agree.

2. Inspection of Records Under Health Act 1956

- 2.1 Where the Purchasing Agency exercises powers under section 22G of the Health Act 1956, or any enactment that replaces that section and, following inspection under that section, the Purchasing Agency is unable to verify any of the Provider's claims for payment under this Outcome Agreement, the Purchasing Agency may:
 - (a) require the Provider to report at such intervals and on such financial matters as the Purchasing Agency may specify;

- (b) withhold payment under this Outcome Agreement only for the amount that cannot be verified, until it's satisfied of the veracity of any of the Provider's claims for payment – such right to withhold payment having the effect of limiting the general right to withhold payment under clause 13.1-13.3 of the Framework Terms and Conditions; and
- (c) take such further action as the Purchasing Agency considers necessary in the circumstances.

3. Charges to People

- 3.1 Subject to the Provider's right to charge People any User Part Charges for certain Services as detailed in this Outcome Agreement, the Provider will not charge Eligible People for Services funded by the Purchasing Agency under this Outcome Agreement.
- 3.2 If and when the Provider provides Services to any Person who is not an Eligible Person, the Provider will use its best endeavours to charge and recover from that Person at least the full cost to the Provider of providing that Service. The Provider will record details of Services provided to such Persons, the costs of such Services and the extent to which these costs are recovered.

4. Cost Shifting

- 4.1 The Provider must not knowingly be party to any arrangement, which results in:
 - (a) the Purchasing Agency effectively having to pay more than once; or
 - (b) the Provider effectively receiving separate payments, whether from the Purchasing Agency or any other personfor the supply of the same Services or any component of them.

5. Full Time Equivalents

- 5.1 Where the Services purchased include Full Time Equivalents (FTEs) work, the Provider must only invoice for actual FTEs employed for the invoice period up to the maximum of contracted FTEs.
- 5.2 If the Provider invoices the Purchasing Agency, or claim funding from the Purchasing Agency for unfilled FTE positions without the Purchasing Agency's prior written approval, it may withhold future payments for the unfilled FTE position(s) or recover amounts already paid for an unfilled FTE position(s) payments from the Provider in accordance with clause 13.1-13.3 of the Framework Terms and Conditions on the basis that the Provider is not providing the Services in accordance with this Outcome Agreement.

6. Set-off

- 6.1 If the Provider owes the Purchasing Agency any money that is not in dispute under this Outcome Agreement, including under the indemnity in clause 14.1 of the Framework Terms and Conditions, the Purchasing Agency may set-off that amount against any amount the Purchasing Agency owes the Provider both now and in the future or recover that amount as a debt due by the Provider to the Purchasing Agency.

7. Prices

- 7.1 The price the Purchasing Agency will pay for the Services is specified in the table above. Note that all prices are exclusive of GST.
- 7.2 The invoice must meet all legal requirements and must contain the following information as detailed in payment table above.

Appendix 6 – Conditions the Provider is responsible for

The 'Consequence if not satisfied or complied with' in column two is a consequence that is specific and additional to those stated in the Framework Terms and Conditions.

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
1. Quality Assurance; Quality Assurance – Reporting and Completion; Quality Audit Review; Financial Management, Audit and Review 1.1 The Provider must provide the Services and conduct its practice or business in accordance with the Purchasing Agency Objectives, any standards published or approved by the Purchasing Agency and notified to the Provider including any relevant Business Viability Standards. 1.2 Additional clauses regarding the Purchasing Agency's right to undertake quality assurance, quality audit review, financial management, audit and reviews of the Provider are contained in Annex B.	The consequences are specified in Annex B	n/a	No	Yes
2. Complaints 2.1 The Provider will comply with the complaints requirements set out in the Tier 1 Service Specification. 2.2 If the Purchasing Agency initiates a Quality Audit based on any complaints about the Provider that it has received, the Purchasing Agency will inform the Provider of the substance of that complaint in	Nothing specific and additional to those in the Framework Terms and Conditions unless specified in the Service Specifications or elsewhere in this Outcome Agreement.	n/a	No	Yes

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
the notice required under clause 1.2(a) of Annex B.				
2.3 The Purchasing Agency will give the Provider reasonable assistance in respect of any complaints made to any Commissioner appointed by statute, which involve both parties.				
3. Notification of Problems 3.1 In accordance with the principles recorded in clause 7.1 of Appendix 1.1, The Provider must advise the Purchasing Agency as soon as it becomes practicable upon becoming aware of any of the following: (a) anything that has or is likely to materially reduce or affect the Provider's ability to perform its obligations under this Outcome Agreement; (b) a material failure to comply with any of the Provider's obligations under this Outcome Agreement; (c) any serious complaints or disputes that relate to the provision of the Services; or (d) any issues concerning the Services that might have negative media or public interest. 3.2 The Provider must have in place realistic and reasonable risk management processes: (a) to avoid the occurrence of any of the matters in clause 3.1	Nothing specific and additional to those in the Framework Terms and Conditions	n/a	No	Yes

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
above (events) (b) to minimise the consequences of any events; and (c) which will enable the Provider to continue to provide the Services if an event occurs, and must provide the Purchasing Agency with details of those plans upon request.				
4. Information 4.1 The Provider must keep secure accurate records of the performance of Services by the Provider and its employees, agents and advisers (Records) and make them available to the Purchasing Agency in accordance with its reasonable instructions. 4.2 Subject to clause 4.3 below, the Provider must: (a) transfer any Confidential Information it holds within its possession and control to the Purchasing Agency upon the expiration or termination of this Outcome Agreement; (b) ensure that Confidential Information transferred is of sufficient quality, clarity and completeness to enable the Purchasing Agency to understand and use it.	Nothing specific and additional to those in the Framework Terms and Conditions	n/a	No	Yes
4.3 If this Outcome Agreement is lawfully terminated for breach, the				

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
party in breach will pay the costs of complying with clause 4.2, otherwise these costs will be shared equally by the parties.				
5. Child Protection Policy 5.1 If the Provider provides children's services as defined in section 15 of the Vulnerable Children Act 2014 then in accordance with section 16 of that Act, the Provider will: (a) adopt, as soon as practicable, a child protection policy (in respect of the provision of children's services) that complies with section 19 of that Act; and (b) review that policy thereafter a minimum of every 3 years; and (c) in accordance with best practice, post a copy of the child protection policy on its Internet site.	Nothing specific and additional to those in the Framework Terms and Conditions	The start date of this Outcome Agreement	Yes	Yes
6. Insurance 6.1 The Provider must: (a) effect and maintain adequate insurance in respect of its potential liability for loss or damage under this Outcome Agreement; and (b) within 5 Business Days of a request by the Purchasing Agency, provide the Purchasing Agency with a certificate confirming that nature of the insurance cover proving that each policy is	Nothing specific and additional to those in the Framework Terms and Conditions	The start date of this Outcome Agreement	Yes	Yes

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
current.				
7. Māori Health and Disability Priority 7.1 The Provider agrees that Māori health and disability is a specifically identified health gain priority area. The Provider must establish and implement a Māori health and disability policy that reflects that fact. In developing this policy, and without limitation, the Provider must take into account the Purchasing Agency's strategic direction for Māori health and disability in terms of minimum requirements for Māori health and disability based on the Treaty of Waitangi, Crown objectives for Māori health and disability and specific requirements negotiated from time to time with the Purchasing Agency. 7.2 The Provider must specify how it intends to implement this policy. Together the parties will identify those Services the Provider will deliver as explicit contributions to Māori health gain priorities, how these Services will be measured to ascertain what benefit is evident and other additional opportunities that may exist for furthering Māori health gain. The Purchasing Agency will agree any additional services it may need to purchase to implement this policy. 7.3 On commencement of this Outcome Agreement, the Provider must develop its Māori health and disability policy and operational plans after consultation with the Purchasing Agency, subject to agreement between the parties as to our respective responsibilities for ensuring that the plans, policy and Services are adequately resourced within	Nothing specific and additional to those in the Framework Terms and Conditions	n/a	No	Yes

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
the current levels of funding.				
8. Provider transferring its rights and obligations 8.1 Change of Ownership. If the provider is a company, any changes to the shareholders of the company (or any holding company) which alter who controls the company (as the term “control” is defined or used in the Companies Act 1993) will be treated as a transfer in terms of clause 8.2 below, for which the Purchasing Agency’s prior written approval is required. 8.2 Transferring rights and obligations. The Provider must obtain the Purchasing Agency’s prior written approval in order to transfer all or any part of its rights and obligations under this Outcome Agreement to a third party. Such approval is not to be unreasonably withheld. In seeking the Purchasing Agency’s approval the Provider must, at its own expense: (a) notify the Purchasing Agency, not less than 20 Business Days before the date of the proposed transfer, by completing the Ministry of Health transfer document “Application for Assignment of Residential Support Agreement” and forwarding it to the Purchasing Agency Relationship Manager; (b) satisfy the Purchasing Agency that the proposed transferee is,	Nothing specific and additional to those in the Framework Terms and Conditions	The start date of this Outcome Agreement.	Yes	Yes

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
in all respects, suitable as a provider of the Service. 8.3 The Purchasing Agency will endeavour to advise the Provider of its decision concerning the Provider's request for approval of a transfer under clause 8.2(a) within 5 Business Days of receiving the Provider's application. If the Purchasing Agency approves the transfer of all or any part of your rights and obligations under this Outcome Agreement, the Provider must comply with any reasonable conditions that the Purchasing Agency may impose as part of its approval. Any assignment, sub-contract, delegation or other transfer of the obligations under this Outcome Agreement which has been validly consented to by the Purchasing Agency does not operate to relieve the Provider of their other obligations under this Outcome Agreement, unless the parties agree in writing. 8.4 If the Provider is an individual, then its ability to transfer its rights and obligations under this Outcome Agreement in accordance with clause 8.2 extends to the Provider's personal representatives if the Provider dies during the term of the Outcome Agreement. 8.5 The Provider may assign its right to payment under this Outcome Agreement to another party providing finance to the Provider for the sole purpose of obtaining such finance.				

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
9. Co-operation with transfer of Service 9.1 The Provider agrees to cooperate and provide the Purchasing Agency with such assistance as it may reasonably require to ensure that any hand-over of the Services to the Purchasing Agency or a third party is conducted smoothly and professionally. Without limitation, this may include: (a) returning any of the Purchasing Agency's property that the Provider possesses or that is under its control, in the condition in which it was supplied, excluding reasonable wear and tear; and (b) transferring the Provider's knowledge about the Services by: (i) providing a written update to the Purchasing Agency's nominated staff on outstanding aspects of the Services; (ii) taking any other steps that are necessary to ensure Records and knowledge of the Service are fully transferred to the Purchasing Agency or its nominee in order for the Services to be completed; (iii) ensuring that knowledge, Records and documents that are provided are current, and in a format and of sufficient quality, clarity and completeness to enable the	Additional consequences are specified in clause 9.1 of this Appendix.	n/a	No	Yes

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Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	On-going? – Yes / No
Purchasing Agency to understand and use them for whatever purposes it sees fit.				
10. Holding licences, registrations and certifications 10.1 The Provider must, throughout the term of this Outcome Agreement, hold all licences, registrations or certifications relating to it or its premises at which the Provider provides Services that are required at Law or under this Outcome Agreement.	If any of the Provider' licences, registrations or certifications is cancelled, revoked, expires or is subject to a closing or cessation order, the Purchasing Agency may terminate this Outcome Agreement upon written notice to the Provider.	The start date of this Outcome Agreement	Yes	Yes

11. Additional grounds for terminating this Outcome Agreement

11.1 If the Provider is:

- (a) convicted of any dishonesty offence relating to any claim for payment from any party (including the Purchasing Agency) whether claimed pursuant to this Outcome Agreement, or
 - (b) placed in liquidation or receivership,
- the Purchasing Agency may terminate this Outcome Agreement upon written notice to the Provider.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT



Appendix 7 – Conditions the Purchasing Agency is responsible for

The 'Consequence if not satisfied or complied with' in column two is a consequence that is specific and additional to those stated in the Framework Terms and Conditions.

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	Ongoing ? – Yes / No
Accreditation against the Business Viability Standards 1. If the Purchasing Agency wants to accredit the Provider against any of the 5 Business Viability Standards, it will: (a) check the Cross Government Accreditation Register to determine if the Provider has been assessed against those Business Viability Standards recently; (b) rely on that assessment provided there is a current assessment; (c) only Accredite the Provider against those 5 Business Viability Standards and when the accreditation is complete, forward the report to MSD for uploading to the Cross Government Accreditation Register.	Nothing specific and additional to those in the Framework Terms and Conditions	n/a	No	Yes

Condition	Consequence if not satisfied or complied with	Last Date to comply	Before Services provided? – Yes / No	Ongoing ? – Yes / No
Purchasing Agency's failure to pay on time 2. If the Provider provides a valid tax invoice to the Purchasing Agency within the timeframe specified in Appendix 5, and (a) the invoice is not the subject of a dispute under clause 9.1-9.4 of the Framework Terms and Conditions, and (b) the Purchasing Agency fails to pay that invoice within the timeframe specified in Appendix 5, the Provider can require a Remedy Plan to be agreed. 3. The Remedy Plan referred to in clause 2 above, can record any financial loss suffered by the Provider as a direct result of the Purchasing Agency's failure to pay on time and will inform good faith discussion about how to compensate the Provider for those financial losses.	The consequences are set out in clauses 2 and 3 of this Appendix 7.	From the start date of this Outcome Agreement	No	Yes

Appendix 8 – Incentives

Criteria	Incentive
n/a	

Appendix 9 – Permitted information disclosure

Service	Information to be published	Audience
All services	Information about the Business Viability Standards.	All government agencies that have signed the Information Sharing MoU.
	Final Quality Audit Report	See clause 2.7 of Annex B.
	Name of Chief Executive and/or person who has authority to act for or on behalf of the Provider	Any person who makes a request (for official information that includes the name(s) of the Chief Executive and/or person who has authority to act for or on behalf of the Provider) under the Official Information Act 1982.

- The parties acknowledge that the terms of this Outcome Agreement are not confidential.
- If the Purchasing Agency publishes a Final Quality Audit Report on its website pursuant to clause 2.7(a) of Annex B, the parties acknowledge that no confidentiality undertaking will be required from anyone that views the Final Quality Audit Report on the Purchasing Agency's website.
- Nothing in this Outcome Agreement prevents either party from publishing or disclosing any of the following information:
 - the nature and quantity of the Services provided; and
 - payments made under this Outcome Agreement;
 - the existence of this Outcome Agreement; and
 - the term of this Outcome Agreement.

Appendix 10 – Ownership of New IP

New IP	Owner of the New IP (specify if alone, jointly or in other proportions)
n/a	

- Nothing in this agreement gives the Purchasing Agency ownership of the Provider's Tikanga and/or Taonga.

Appendix 11 – Further terms

The 'Consequence if not satisfied or complied with' in column two is a consequence that is specific and additional to those stated in the Framework Terms and Conditions.

Further Term (if any)	Consequence, if not satisfied or complied with
1. Dispute resolution – further clarification 1.1 To avoid doubt, clause 9.1-9.4 of the Framework Terms and Conditions (Dispute resolution) do not apply to any dispute where the issue is whether or not any person is an Eligible Person. 1.2 The costs of any mediation entered pursuant to clauses 9.1-9.4 of the Framework Terms and Conditions (Dispute resolution) will be shared equally between the parties unless otherwise agreed. 1.3 If a dispute goes to mediation, the parties will undertake that mediation in a timely manner.	Nothing specific and additional to those in the Framework Terms and Conditions
2. Public statements and advertising 2.1 Neither party may directly or indirectly criticise the other publicly, without first discussing the matters of concern with the other in good faith and in a co-operative and constructive manner. Nothing in this clause prevents either party from discussing any matters of concern with its respective staff, subcontractors, agents, advisers or persons to whom that party is responsible. 2.2 Each party must obtain the consent of the other (such consent not to be unreasonably withheld) before using the other Party's logo in its publications, public statements, promotional material or promotional activities, and then only in accordance with the other party's instructions. 2.3 Clauses 2.1 and 2.2 survive termination of this Outcome Agreement.	Nothing specific and additional to those in the Framework Terms and Conditions
3. Precedence between Tier 1 Service Specification and Business Viability Standards	Nothing specific and additional to those in the Framework Terms and Conditions

Further Term (if any)	Consequence, if not satisfied or complied with
3.1 If there is any conflict between the Provider's obligations as described in the Tier 1 Service Specification and the Business Viability Standards, the obligations on the Provider as described in the Business Viability Standards will prevail, except in relation to how the Provider deals with complaints, in which case, the Tier One Service Specification prevails.	Conditions
4. Uncontrollable Event 4.1 If an Uncontrollable Event occurs, clauses 4.2-4.6 (inclusive) of this Appendix will apply. No default 4.2 Neither party will be in default under this Outcome Agreement if an obligation cannot be performed because it is caused by an Uncontrollable Event, however the Purchasing Agency's obligation to make payments will cease to the extent that Services are not provided. Obligations of the affected party 4.3 Where either party is affected by an Uncontrollable Event, the party affected must: (a) notify the other party in writing of: (i) the nature of the circumstances giving rise to the Uncontrollable Event; (ii) the extent and likely duration of that party's inability to perform its obligations under this Outcome Agreement; and (b) take all reasonable steps to remedy, or reduce the impact of, the Uncontrollable Event.	The consequences of an Uncontrollable Event is detailed in clauses 4.1-4.6 (inclusive)
Alternative arrangements 4.4 The Purchasing Agency may, after consulting with the Provider, make alternative arrangements to ensure	

Further Term (if any)	Consequence, if not satisfied or complied with
performance of the Services during the period in which the Provider is unable to provide them as a result of an Uncontrollable Event and for such reasonable time afterwards as may be necessary to secure an alternative provider or providers at the time the alternative arrangement is entered into. <i>Variation or termination of Services</i> 4.5 The parties may agree to what extent, if any, the obligations affected by an Uncontrollable Event can be varied and vary this Outcome Agreement accordingly. 4.6 After a party has been unable to perform its obligations for 20 Business Days because of an Uncontrollable Event the other party may terminate this Outcome Agreement with immediate effect by providing written notice to the party affected by the Uncontrollable Event. If either party intends to terminate this Outcome Agreement using this clause, it must provide the party affected by the Uncontrollable Event with notice of its intention to terminate as soon as reasonably practicable.	
5. Variation process 5.1 In addition to the variation process recorded in clause 15.2 of the Framework Terms and Conditions, if a Variation Event occurs that will have a material impact on the provision of Services including the costs of providing Services, the following clauses will apply. 5.2 On the occurrence of a Variation Event, the parties will both identify and quantify the impact of the Variation Event and will seek expert advice, if necessary, to assist in dealing with it. 5.3 Where the parties agree there is a material impact resulting from the Variation Event, both parties will then seek to agree a variation to this Outcome Agreement, which may include, without limitation: (a) reconfiguration of any Service; or	Nothing specific and additional to those in the Framework Terms and Conditions

Further Term (if any)	Consequence, if not satisfied or complied with
(b) adjustment to costs of, or payments in respect of any Service. 5.4 Where both parties are unable to agree that there is a material impact on either party, or potential material impact resulting from the Variation Event, then the matter may be referred to dispute resolution under clause 9.1-9.4 of the Framework Terms and Conditions. Where it is determined through the dispute resolution procedure that there is a material impact on either party, or potential material impact, resulting from the Variation Event, the parties shall seek to agree a variation to this Outcome Agreement in accordance with clause 5.3 above. 5.5 Each party must negotiate in good faith to reach prompt agreement on any issues, proposed amendments or any alternative proposal. 5.6 If neither party can agree on any variation to the Outcome Agreement in accordance with clause 5.3 or 5.4 within 2 months of agreement under clause 5.3, or determination under clause 5.4, then either party may terminate this Outcome Agreement by giving 3 months written notice. 5.7 Despite anything in this Outcome Agreement to the contrary, the Purchasing Agency may vary this Outcome Agreement, on written notice, in order to give effect to a change in Law or in the definition of Eligible Person arising from a change in the Law from the date that change has effect. 5.8 Any variation to this Outcome Agreement must be in writing and, except for a variation made under clause 5.4, signed by both parties.	
6. Additional renewal procedures 6.1 If the Purchasing Agency intends to: (a) tender or issue a Request for Proposal (RFP) for continuation of the Services;	If either party fails to give the six months' notice referred to in this clause 6.1 or 6.2 then the other party may, by notice in writing, require that the term of this

Further Term (if any)	Consequence, if not satisfied or complied with
(b) cease to fund the Services; or (c) otherwise choose not to enter into a further agreement with the Provider for the Services on expiry of this Outcome Agreement, the Purchasing Agency will advise the Provider not less than six months before the end date of this Outcome Agreement. 6.2 If the Provider has decided that it would not enter into a further agreement for the provision of the Services with the Purchasing Agency upon the expiry of this Outcome Agreement, the Provider will advise the Provider not less than six months before the end date of this Outcome Agreement.	Outcome Agreement be extended until the expiry of a six month notice period.
7. Remedy options Relationship context 7.1 In the spirit of the relationship principles recorded in the Framework Terms and Conditions, the Purchasing Agency and Provider (including their respective agents, employees and subcontractors and representatives) will create and maintain working relationships, communication and contract management practices that are based on mutual respect and trust. The parties will address any issues and concerns arising in relation to this Outcome Agreement early and constructively. The parties will: (a) ensure that process expectations are clear; and (b) act reasonably and respond in ways that reflect a fair assessment of the importance or materiality of the matters requiring an action or a response; and (c) regularly communicate with each other as described in clause 5.2 of the Framework Terms and	The consequences are detailed in clauses 7.1-13.1 (inclusive)

Further Term (if any)	Consequence, if not satisfied or complied with
Conditions. 7.2 The Purchasing Agency will use the process described in clauses 7.3-7.6 and 8.1-13.1 (inclusive) below if: (a) after following the regular communication described in clause 5.2 of the Framework Terms and Conditions (which includes focus on effectiveness of the Service, providing mutual feedback to improve effectiveness and identifying opportunities for each party to do things better); and (b) undertaking any monitoring activities described in Appendix 2 of this Outcome Agreement scheduled to have occurred, the Purchasing Agency considers that the Provider has committed a breach of its obligations under this Outcome Agreement. Remedy Plan 7.3 Subject to clauses 7.1 and 7.2 of this Appendix and clause 5.4 of the Framework Terms and Conditions, where the Provider has, in the Purchasing Agency's opinion, committed a breach of its obligations under this Outcome Agreement, the Purchasing Agency will discuss the Provider's breach of its obligations with the Provider and agree a Remedy Plan as specified by the Framework Terms and Conditions. Other remedies 7.4 The Purchasing Agency may take any one or more of the actions listed in clauses 8-13 (inclusive) of this Appendix if, subject to clauses 7.5 and 7.6 of this Appendix: (a) the Provider has, in the Purchasing Agency's opinion (such opinion based on reasonable grounds),	

Further Term (if any)	Consequence, if not satisfied or complied with
committed a breach of its obligations under this Outcome Agreement; and (b) such breach poses a significant risk to the health and safety of People in the Provider's care. 7.5 Clause 7.4 above must be read subject to clause 7.1(b) of this Appendix and clause 5.4 of the Framework Terms and Conditions (Special Enquiry Right). 7.6 If the Purchasing Agency exercising the right in clause 7.4 of this Appendix is inconsistent with any part of a Remedy Plan previously agreed between the parties, the relevant part of the Remedy Plan shall be subordinate so as not to inhibit or prevent the Purchasing Agency's right to promptly exercise the right in clause 7.4 above. 8. Initiate a Quality Audit 8.1 Without limiting the Purchasing Agency's: (a) rights under clause 13 below, and (b) right to initiate a Quality Audit generally, the Purchasing Agency may initiate a Quality Audit and follow the procedure in Annex B. 9. Appoint an Advisor 9.1 Without limiting the Purchasing Agency's rights under clause 13 below, the Purchasing Agency may appoint, 1 or more persons (in this clause called Advisors) as specialist advisors for an interim period (no longer than 3 months, unless an alternative period is agreed in writing) to assist the Provider to manage performance, resolve quality issues and/or provide guidance at Board level. The Advisors will monitor the Providers' performance and report back to the Purchasing Agency and Provider.	

Further Term (if any)	Consequence, if not satisfied or complied with
9.2 Where an Advisor is appointed, the Provider must, (a) allow the Advisor access to the Provider's premises; (b) allow access to relevant information and documentation; (c) ensure that the Advisor is able to carry out his or her duties without disturbance or disruption.	
9.3 The Purchasing Agency will pay for the costs of any Advisor appointed pursuant to this clause.	
10. Temporary Manager	
10.1 Without limiting the Purchasing Agency's rights under clause 13 below, the Purchasing Agency may appoint as Temporary Manager for the Provider's premises' a person who is appropriately qualified and experienced. Such Temporary Manager will take over management of the provision of Services, in substitution for and on behalf of the Provider and its Manager for the purpose of remedying the breach referred to in clause 7.4 above.	
10.2 Where a Temporary Manager is so appointed, the Provider must: (a) allow the Temporary Manager access to the Provider's premises'; (b) ensure that the Temporary Manager is able to carry out his or her duties without disturbance or disruption; and	

Further Term (if any)	Consequence, if not satisfied or complied with
(c) comply with any direction or instruction given by the Temporary Manager. 10.3 Without limiting clause 13 below, the Provider will be liable for the reasonable costs of the Temporary Manager managing provision of the Services. 10.4 In addition to clause 14.1 of the Framework Terms and Conditions, the Provider must indemnify the Purchasing Agency for all claims, damages, penalties or losses including reasonable costs (but excluding indirect or consequential losses) arising under clauses 7.4 and 10.1-10.4 (inclusive) of this Appendix from actions taken by the Purchasing Agency, including actions taken by the Temporary Manager, except arising from the negligence or fraud of the Temporary Manager or the Purchasing Agency or from actions taken by the Temporary Manager for purposes other than the propose of remedying the breach referred to in clause 7.4 above. 11. Removal of People 11.1 Without limiting the Purchasing Agency's rights under clause 13 below, the Purchasing Agency may enter the Provider's premises for the purpose of facilitating the departure of any Person from the Provider's premises'. In this case the Provider must: (a) allow the Purchasing Agency to enter the Provider's premises; (b) assist the Purchasing Agency to communicate with all Persons and their families or nominated representatives; (c) help the Purchasing Agency facilitate the departure of People. 11.2 To avoid doubt, the Purchasing Agency may exercise its rights under clauses 8-11 (inclusive), including its right to appoint an Advisor under clause 9.1, a Temporary Manager under clause 10.1, and to enter the Provider's premises' and remove People under clause 11.1 at any time during the course of a Quality Audit or Quality	

Further Term (if any)	Consequence, if not satisfied or complied with
Audit Review carried out under this Outcome Agreement. 11.3 The Provider may initiate dispute resolution under clause 9.1-9.4 of the Framework Terms and Conditions in respect of any action taken by the Purchasing Agency under clauses 7.3, 8-11 (inclusive), but the Purchasing Agency is not required to delay or suspend any such action while dispute resolution is proceeding. 12. Withhold payment 12.1 Without limiting the Purchasing Agency's rights under clause 13 below, the Purchasing Agency may withhold some or all of the payments to the Provider in accordance with clauses 13.1-13.3 of the Framework Terms and Conditions or clause 2.3(c)(iii) of Annex B until the Provider has remedied the breach or until the Purchasing Agency is satisfied on reasonable grounds that the Provider has taken appropriate steps to ensure that a breach of that nature will not happen again. 13. Purchasing Agency to remedy the breach itself 13.1 The Purchasing Agency may take action itself to remedy any breach referred to in clause 7.4 of this Appendix, and recover the reasonable costs (including reasonable legal expenses if any) from the Provider, including by deducting such costs and expenses from payments due under this Outcome Agreement in accordance with clauses 13.1-13.3 of the Framework Terms and Conditions.	
14. Move to integrated Outcome Agreement 14.1 The Provider may on or before 31 March in each calendar year request that some or all of its Outcome Agreements with the Purchasing Agency be amalgamated into a single Outcome Agreement covering multiple Services. Upon receipt of such a request the parties will work together to amalgamate and integrate one or more current Outcome Agreements into a single Outcome Agreement, including agreeing a timeframe when the new single Outcome Agreement will come into force.	Nothing specific and additional to those in the Framework Terms and Conditions

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Annex A – Performance measures and reporting template

Name of Service

Home and Community Support Services

People

Eligible People using the Home and Community Support Services provided for under this Outcome Agreement.

Contracted volume

n/a

Performance measures

The Provider's performance in delivering the Services will be measured against the following performance measures. The Purchasing Agency and Provider acknowledges that the performance measures recorded below may vary over time, but any changes to these performance measures will be treated as a Variation Event and clauses 5.1-5.8 (inclusive) of Appendix 11 will apply.

The Data Dictionary on the Purchasing Agency's website at <http://www.health.govt.nz/our-work/disability-services/contracting-disability-support-services/contracts-and-service-specifications> describes what the Purchasing Agency expects a Provider to do to demonstrate its performance against the respective performance measures in the table below.

Name of Service: Home and Community Support Services			
Theme of performance measure	Performance Measures*		
	How many (Quantity of effort = #)	How well of effort = %)	Is anyone better off (Quantity & quality of effect = # / %)
Personal plans	# of personal plans completed within four weeks of entry into the Service	% of personal plans completed within four weeks of entry into the Service	
	# of personal plans reviewed and signed off at least once every 12 months	% of personal plans reviewed and signed off at least once every 12 months	
Achieving goals in personal plans	# of goals in personal plans	% of goals in personal plans	# / % of goals in personal plans

Name of Service: Home and Community Support Services			
Theme of performance measure	Performance Measures*		
	How many (Quantity of effort = #)	How well of effort = %)	(Quality of effort = # / %)
	achieved	achieved	achieved
Volume	# of people accessing the Provider's Ministry-funded CDS Service		
Provider staff		% of frontline staff who have obtained the Level 2 National Certificate in Health, Disability, and Aged Support as a minimum qualification	
Māori participation			# / % of Māori who are active participants in their whānau, hapu, iwi and communities ¹
Active participation in community			# / % of People who are active participants in their community
Complaints	# of complaints that have been received	% of complaints resolved (i.e. a corrective action plan has been implemented)	

* Performance Measures: Each outcome in the last column "Is anyone better off?" is linked to one or more of the following categories of better-off-ness: SK = Skills / Knowledge, AO = Attitude / Opinion, BC = Behavioural Change, CC = Circumstance Change. Each measure is either S = Subjective, or O = Objective.

¹ Priority 3.2 of the Maori Disability Action Plan

Narrative report: 'Turn the curve' questions. Note only used for performance improvement.

What's the story behind the data?

Describe the key factors impacting on the performance measures for this period.

Issues?

Are there any emerging issues or trends you wish to bring to the Purchasing Agency's attention?

Provider plans

Describe any potential ideas, approaches or activities that will help you to 'turn the curve' in the future.

Annex B – Quality Assurance, Audit and Review

1. Quality Assurance

1.1 Access for Quality Audits

- (a) The Provider must fully co-operate with the Purchasing Agency and allow it, and/or its authorised agents, access to:
- (i) the Provider's premises;
 - (ii) all premises where the Provider's Records are kept;
 - (iii) People and their families and nominated representatives;
 - (iv) staff, sub-contractors or other personnel used by the Provider in providing the Services,
- for the purposes of and during the course of carrying out:
- (v) any Quality Audit of the Services delivered at the Provider's Premises; or
 - (vi) any Quality Audit of the Provider's agents or subcontractors who provided Services to People to whom the Provider also provides Services, or in respect of whom the Provider hold relevant Records.
- (b) The Provider must ensure that any sub-contracting or agency agreements it may enter into in relation to the Services include a provision to the effect that the sub-contractor or agent must co-operate fully with the Purchasing Agency.
- (c) The Provider must ensure that the people appointed by the Purchasing Agency to carry out the Quality Audit have the access referred to in this clause 1.1, during the hours they are entitled to audit.
- (d) For the purposes of clause 1.1(a)(iii), within 3 Business Days after receiving notice of a Quality Audit under clause 1.2(a), or immediately in the case of a Quality Audit under clause 1.2(b), the Provider must, as far as practicable, provide to the Purchasing Agency, in writing, the names and addresses of all Peoples' family, whānau and nominated representatives.
- (e) The Purchasing Agency will ensure that the exercise of access under this clause will not unreasonably disrupt the provision of the Services to People.

1.2 Notice of Quality Audits

- (a) Subject to clause 1.2(b), the Purchasing Agency will give the Provider 10 Business Days prior notice of any Quality Audit unless the Purchasing Agency agree to greater notice.

- (b) If the Purchasing Agency believes that delay will prejudice the interests of any Person, the Purchasing Agency may carry out a Quality Audit without prior warning. If the Purchasing Agency exercises its rights under this clause, it will give the Provider notice on its arrival at the Provider's premises of the scope of and reasons for the Quality Audit to be carried out.
- (c) The Purchasing Agency may also, during the course of a Quality Audit commenced under clause 1.2(b), expand the scope of the Quality Audit to matters not referred to in the notice if desirable, in the opinion of the Quality Auditor carrying out the Quality Audit, to assess whether the Provider is complying with its obligations under this Outcome Agreement.

1.3 Times for Quality Audits

- (a) Subject to clause 1.3(b), a Quality Audit may be carried out between 9 am and 5 pm on any Business Day and at any other time by agreement.
- (b) The Purchasing Agency may carry out a Quality Audit under clause 1.2(b) at any time on any day where reasonably necessary having regard to the scope of that Quality Audit.

1.4 Appointment of Quality Auditors

- (a) The Purchasing Agency may appoint its staff or third parties to audit, on the Purchasing Agency's behalf, and at its cost, in relation to any of the matters contained in this Outcome Agreement. Each person so appointed is a Quality Auditor.
- (b) The Purchasing Agency will give the Provider prior written notice of the names of the people to be appointed as a Quality Auditor.
- (c) The Provider may object to such appointments where any or all of those people appointed (whether Purchasing Agency staff or third parties) have a demonstrable conflict of interest, by advising the Purchasing Agency of the claimed conflict of interest and providing the evidence which supports the Provider's claim.
- (d) If the Purchasing Agency receives advice from the Provider under clause 1.4(c) not less than 5 Business Days before a Quality Audit is to be conducted under clause 1.2(a), the Purchasing Agency will review the information provided and, if it agrees that there is a conflict of interest, the Quality Audit will not proceed until the Purchasing Agency has appointed a replacement Quality Auditor.
- (e) If the Purchasing Agency receives advice from the Provider under clause 1.4(c) either:
 - (i) less than 5 Business Days before a Quality Audit under clause 1.2(a); or
 - (ii) in relation to a Quality Audit under clause 1.2(b),

the Purchasing Agency may conduct the Quality Audit up to and including the preparation of the Draft Findings Report while it reviews the information provided. If the Purchasing Agency agrees that there is a conflict of interest, it will appoint a replacement Quality Auditor to verify the Draft Findings Report before the Purchasing Agency prepares the Final Audit Report.

1.5 Quality Audit Process

- (a) In carrying out any Quality Audit the Purchasing Agency may:
- (i) have access to health information about any past or current People;
 - (ii) observe the provision or delivery of the Services;
 - (iii) interview and/or survey People and/or their families (including, without limitation, either in writing or by way of an interview); and
 - (iv) interview and/or survey any staff, sub-contractors or other personnel used by the Provider in providing the Services (including, without limitation, either in writing or by way of an interview),
- in accordance with the Privacy Act 1993 and any code of practice issued under that Act covering health information held by health providers.
- (b) Each Quality Auditor may take copies of any parts of the Records for the purposes of the Quality Audit in accordance with the Privacy Act 1993, and any code of practice issued under that Act covering health information held by health providers.
- (c) The Provider must allow each Quality Auditor to use any photocopier at its Premises, but the Provider is not required to supply paper. If there is no photocopier at the Provider's Premises, the Quality Auditor may remove the relevant Records from the Provider's Premises for the purposes of copying such Records, and will return those Records on the same day or, if that is not practicable, within 24 hours or a timeframe agreed between the Purchasing Agency, Quality Auditor and the Provider.
- (d) For the purposes of clause 1.5 (a)(iv), during the course of a Quality Audit the Provider must provide opportunities for the Quality Auditors to interview staff, sub-contractors or other personnel used by the Provider in providing the Services, in private, without the Provider or its manager being present. At the request of a staff member, sub-contractor or other Person being interviewed, a support person (excluding the Provider or its manager) may be present at any interview.
- (e) On the completion of the Site Visit, the Quality Auditor must discuss the preliminary findings of the Quality Audit with the Provider.

2. Quality Assurance – reporting and completion

2.1 Draft Findings Report

- (a) The Purchasing Agency will submit a draft findings report to the Provider within 5 Business Days of the Site Visit.

- (b) To the extent that the Purchasing Agency wishes to incorporate in the draft findings report any information provided in interviews conducted under clause 1.5 (a)(iii) and (iv) and identify the person or persons who provided that information, the Purchasing Agency will do so only with the prior consent of the Persons concerned.
- (c) The Purchasing Agency will include a fair and reasonable summary of the information provided under clause 1.5 (a)(iii) and (iv) as an appendix to the draft findings report.
- (d) If the Provider disagrees with any of the findings in the draft findings report, the Provider may respond to the Purchasing Agency within 5 Business Days of receipt of the draft findings report, indicating why it does not agree with the findings.

2.2 Final Audit Report

- (a) The Purchasing Agency must prepare a final audit report that takes into account the Provider's comments on the draft findings report.
- (b) The final audit report must include:
 - (i) a summary of the Provider's comments, if any, on the draft findings report;
 - (ii) the final findings report, including a statement as to whether or not the Provider is compliant with its obligations under this Outcome Agreement;
 - (iii) actions that the Provider must take, if any, to become compliant with its obligations under this Outcome Agreement ("compliance requirements");
 - (iv) the timeframe within which the Provider must complete the compliance requirements;
 - (v) the actions required to verify that the Provider has met the compliance requirements. This may include a follow up visit by the Quality Auditor.
- (c) The final audit report will be sent to the Provider within 20 Business Days of the Site Visit.

2.3 Provider in default

- (a) The Provider is in default if it has not completed a compliance requirement specified in the final audit report within the timeframe set in accordance with clause 2.2(b).
- (b) Where the Provider is in default, the Purchasing Agency may give the Provider notice of default, and such notice shall state:
 - (i) where the compliance requirement was to be completed within 2 Business Days, that the Provider has a further period of not less than 2 Business Days from the date of notice of the default to comply with the relevant compliance requirement;
 - (ii) where the compliance requirement was to be completed within 2 to 10 Business Days, that the Provider has a further period of not less than 10 Business Days from the date of the notice of default to comply with the relevant compliance requirement; or

- (iii) in all other cases, that the Provider has a further 20 Business Days from the date of the notice of default to comply with the compliance requirements.
- (c) If, by the end of any period stated under clause 2.3(b), the Provider has not completed the compliance requirement(s) in question, the Purchasing Agency may:
 - (i) vary the compliance requirement;
 - (ii) extend the timeframe to complete the compliance requirement;
 - (iii) withhold payment under clause 13.1-13.3 of the Framework Terms and Conditions on the basis that the Provider's failure to complete the compliance requirement within the timeframe described in clause 2.3 above constitutes the Provider failing to perform the Services in accordance with the Outcome Agreement; or
 - (iv) terminate this Outcome Agreement in accordance with clause 12.2 of the Framework Terms and Conditions without having to consider whether enter a Remedy Plan, as the Provider has already been given reasonable notice and opportunity to satisfy the compliance requirements.
- (d) When the Purchasing Agency is satisfied that the Provider has completed all compliance requirements, the Purchasing Agency will notify the Provider in writing that it is now compliant.

2.4 Material or repeated failure

If in the Purchasing Agency's opinion, based on reasonable grounds:

- (a) the Provider's non-compliance with its obligations under this Outcome Agreement, as stated in a final audit report, is material; or
- (b) on the basis of a final audit report and any previous final audit report relating to any previous Quality Audit of the Provider's Premises, the Provider has repeatedly failed to comply with its obligations under this Outcome Agreement,

the Purchasing Agency may give the Provider a single period of not less than 20 Business Days to complete any or all compliance requirements specified under clause 2.2 (b)(iii), and if by the end of that period, the Provider has not completed the relevant compliance requirements, clause 2.3 shall not apply and, despite clause 3.4, the Purchasing Agency may terminate this Agreement under clause 12.2 of the Framework Terms and Conditions without having to consider whether enter a Remedy Plan, as the Provider has already been given reasonable notice and opportunity to satisfy the compliance requirements.

2.5 Advice to Family Members

The Purchasing Agency may advise any Person's family or nominated representative about the progress of a Quality Audit at any time during the course of or following the Quality Audit where the Purchasing Agency has serious concerns (based on reasonable grounds) about the health and safety of any Person.

2.6 A Quality Audit is completed when the Purchasing Agency notifies the Provider that it is compliant.

2.7 Publication of Final Audit Report

- (a) Subject to clause 2.7 (b), the Purchasing Agency may publish the final audit report on its website and in any other medium.
- (b) A final audit report will not be published while that final audit report is being reviewed under clause 3 of this Annex or is the subject of dispute resolution under clause 9.1-9.4 (inclusive) of the Framework Terms and Conditions.
- (c) Subject to the Privacy Act 1993 and any code of practice issued under that Act, the Provider must make the final audit report available to any person for reading on request.
- (d) If a person requests a copy of the final audit report, the Provider may require that person to pay reasonable costs for copying.

2.8 The Purchasing Agency retains the right to conduct a Quality Audit after this Outcome Agreement ends, but only in respect of Services provided prior to termination, or following termination under clause 12.1 or 12.2 of the Framework Terms and Conditions.

3. Quality Audit Review

3.1 If the Provider disputes any element of the final audit report, it may apply to the Purchasing Agency for a review of the Quality Audit.

3.2 The Purchasing Agency will review the Quality Audit only if it receives an application for review under clause 3.1 no later than 10 Business Days after the final audit report is sent to the Provider.

3.3 Quality Audit Review Process

- (a) The Purchasing Agency will notify the Provider that the application for review has been received.
- (b) The Purchasing Agency will request information in relation to the issues raised by the Provider from the Quality Auditors who carried out the Quality Audit.
- (c) The Purchasing Agency's Chief Internal Auditor, or a person responsible for this function within the Purchasing Agency, will review all information relating to the Quality Audit.
- (d) Following Purchasing Agency's Chief Internal Auditor's review, the Purchasing Agency will discuss its response to the issues raised with the Provider.
- (e) Both parties must use their best endeavours to resolve the issues raised by the Provider.
- (f) If the parties agree with any issues raised by the Provider, the Purchasing Agency will amend the final audit report accordingly.

- (g) If the parties are unable to resolve any issue raised within 20 Business Days from the date the Provider's application for review was received, then either party may require mediation under clause 9.3 of the Framework Terms and Conditions and that clause will apply as if the parties Relationship Managers could not resolve the dispute.

3.4 The Provider must comply with all its obligations, including any compliance requirements issued under clause 2.2 (b), while the review process is carried out, but the Purchasing Agency may not terminate this Outcome Agreement under clause 2.3(c) until the review is complete.

3.5 Where the Provider has complied with any compliance requirements in the Final Audit Report issued under clause 2.2 (b) ("the original requirements"), which are amended or removed under clause 3.3 (f) ("the amended requirements"), the Purchasing Agency will reimburse the Provider an amount equal to the Purchasing Agency's assessment of the difference between the reasonable costs of complying with the original requirements and the amended requirements.

4. Financial Management and Audit

4.1 The Provider must operate sound financial management systems and procedures in relation to:

- (a) the Services;
- (b) its Premises; and
- (c) Persons where the Provider is maintaining or managing a Person's personal funds.

4.2 If the Provider receives moneys from other sources on behalf of a Person (except payments for the Services), these moneys shall be noted in a separate accounting record held on behalf of that Person, and the Provider will keep full records of all such moneys for inspection by either the Person on whose behalf such funds are being held or his/her authorised agent or by the Purchasing Agency or its authorised agent. The Provider shall make these funds available to the Person as requested or needed by that Person or his/her legal representative.

4.3 Where the Purchasing Agency has serious concerns (based on reasonable grounds) that the Provider is not operating sound financial management systems and procedures and/or that its financial solvency is placing the continued provision of Services at risk, without limiting any of the Purchasing Agency's other rights in this Outcome Agreement, the Purchasing Agency may:

- (a) request that the Provider provide to, at the Purchasing Agency's discretion, HealthPAC Audit & Compliance or an independent auditor appointed by the Purchasing Agency at its cost, within 30 days of the request:
 - (i) the Provider's financial statements (as that term is defined in Section 8 of the Financial Reporting Act 1993), or accounting information relating to its current financial position, including access to its expenditure and revenue transactions (including accounts relating to individual or all Persons personal funds), and/or

- (ii) the Provider's financial statements or accounts for its most recent complete financial year; and/or
 - (iii) a solvency certificate from a chartered accountant; and
 - (b) Arrange for that auditor to audit:
 - (i) the correctness of the information the Provider furnished under clause 4.3(a);
 - (ii) the Provider's calculations of the cost of providing the Services; and
 - (iii) the Provider's financial position.
- 4.4 The independent auditor:
- (a) must not disclose details of the Provider's costs of providing the Services; but
 - (b) may advise the Purchasing Agency if he or she considers that the Provider's financial position may prejudice, or otherwise affect its ability to carry out its obligations under this Outcome Agreement; and
 - (c) may advise the Purchasing Agency if he or she considers that the Provider is not appropriately managing any Person's personal funds.
- 4.5 If the independent auditor so advises the Purchasing Agency under clause 4.4 (b), the Purchasing Agency may carry out a Quality Audit.
5. **Review**
- 5.1 A review initiated under this clause 5.2 must relate solely to matters applicable to the provision of disability support services nationally for the purpose of ensuring nationally consistent and nationally applicable provisions.
- 5.2 Subject to compliance with clause 5.3, the Purchasing Agency may, including on the Provider's request, at any time initiate a review, for whatever reason, of:
- (a) the whole or any part of this Outcome Agreement 9 months from the commencement date of the Outcome Agreement; and/or
 - (b) the whole or any part of a Service that forms part of this Outcome Agreement before the end date of that Service;
- by giving the Provider 10 Business Days written notice.
- 5.3 The written notice initiating a review under clause 5.2 must describe the purpose for the review, issues to be addressed and any proposals in existence at the time of the notice. Any proposals developed subsequent to the commencement date will be communicated to the Provider in writing as soon as possible after they have been developed.

- 5.4 Following a review initiated under this clause 5.2, the Purchasing Agency may propose amendments to the whole or part of the Outcome Agreement, including documents incorporated into the Outcome Agreement by reference. Both parties will then, in good faith, seek to agree on what amendments, if any, will be made to the Outcome Agreement. This clause 5.4 does not require either party to withdraw from or compromise what either party considers to be fundamental policy, principles, objectives or requirements arising from the Outcome Agreement.
- 5.5 To assist the parties reach such agreement, the parties may agree to appoint an independent person with relevant expertise to analyse the impact, financial or otherwise, of any proposed amendment. The independent expert is to act as an expert and not as an arbitrator and their advice will not be binding. All costs associated with the appointment of the independent expert are to be shared equally between the parties or otherwise as determined by the independent expert.
- 5.6 Any amendments to the Outcome Agreement that are specific to the Provider are to be made by agreement between the parties. For the purposes of this Annex, "amendments" includes, without limitation, the addition of a new provision to be included or incorporated by reference into this Outcome Agreement or the deletion of an existing provision of this Outcome Agreement.
- 5.7 If the parties are unable to agree on any such amendment within 3 months of the date of the written notice of the review under clause 5.2, both parties will then refer the matter in writing to its respective chief executives for discussion.
- 5.8 If the parties' respective chief executives are unable to agree on what amendments, if any, should be made to the whole or part of the Outcome Agreement within 1 month of the matter being referred to them, then the matter will be referred in writing to the Minister for determination. Any determination by the Minister under this clause 5.8 will be binding on both parties.
- 5.9 Any amendments agreed under clauses 5.4 or 5.7 will take effect under this Outcome Agreement from a date agreed to by both parties. Any amendments determined by the Minister under clause 5.8 will take effect from the date specified by the Minister.
- 5.10 Any review of the Outcome Agreement initiated by the Purchasing Agency before the commencement date of this Outcome Agreement will be deemed to have been initiated in accordance with clauses 5.2 and 5.3 above.

6. Survival

- 6.1 The Purchasing Agency's rights under this Annex continue after this Outcome Agreement ends but only to the extent that it is relevant to the period during which this Outcome Agreement was in force

Annex C – Business Viability Standards

Interpretation

For the purpose of these Business Viability Standards, “organisation” means the Provider.

1. Financial Management and Systems

The organisation is financially viable and manages its finances competently.

- 1.1 The organisation is solvent.
- 1.2 The organisation has a financial management system appropriate to the size and complexity of the organisation.
- 1.3 The organisation has an appropriate accounting system in use which produces accurate and timely financial statements.
- 1.4 The organisation has arrangements for the regular independent audit/review of financial accounts.
- 1.5 The organisation undertakes forward financial planning (forecasting) to show that the organisation will remain financially viable.

2. Resolution of Complaints related to Service Provision

The organisation uses a process to resolve complaints regarding service provision.

- 2.1. The organisation has a formal process for receiving, considering and resolving complaints that is soundly based in law and consistent with the principles of natural justice.
- 2.2 The organisation ensures that its clients (this refers to People, their family, whānau, guardians and carers) and staff are aware of the formal complaints process.
- 2.3 The organisation maintains records of all complaints and the formal application of the complaints process.

3. Staffing

The organisation has a sufficient body of qualified and competent staff both to deliver and to support the delivery of its services.

- 3.1 The organisation’s staffing and staff relations policy and procedures comply with the relevant legislation.
- 3.2 The organisation includes in its definition of staff anyone the organisation relies on to deliver its services. This includes caregivers, volunteers and contractors as well as paid staff members.
- 3.3 The organisation has a clear, transparent and open process for recruiting and vetting staff. Vetting of staff is to include a police check for offences.
- 3.4 The organisation does not employ any person in a paid or voluntary capacity, including management committees, who has a conviction for sexual crimes or for any offence involving the harm or exploitation of children.



- 3.5 Unless there are exceptional circumstances, the organisation does not employ any person in a paid or voluntary capacity, including management committees, who has a conviction for crimes of violence against the person or dishonesty.
- 3.6 The organisation has a written agreement of service with all staff, including volunteers, contractors and caregivers.
- 3.7 The organisation provides adequate training, professional development and support for all staff.
- 3.8 The organisation uses an effective performance management system for all staff.

4. Health and safety

The organisation ensures that People/Persons, staff and visitors are protected from risk.

- 4.1 The organisation ensures that its premises comply with all legal requirements.
- 4.2 The organisation provides and maintains a safe physical and emotional environment for all who enter its premises and any other premises that it uses for service delivery.
- 4.3 The organisation ensures the safety of any children being supervised on the premises while their parents or caregivers receive services.
- 4.4 The organisation has safety and emergency plans for the evacuation of its premises and any other premises that it uses for service delivery.
- 4.5 The organisation maintains a register of accidents and incidents and occasions of serious harm to staff, visitors and others in the workplace.
- 4.6 The organisation notifies the Ministry of Business Innovation and Employment, WorkSafe as soon as possible of any incident which falls within the definition of serious harm, as defined in the Health and Safety in Employment Act 1992, and provides written confirmation of the incident within seven days. *[Note the obligation to notify the Purchasing Agency of such incidents of serious harm is via the Critical Incident Reporting Form]*
- 4.7 The organisation ensures that its staff and caregivers do not use methods of discipline or control that involve physical or emotional punishment.

5. Management Structures and Systems

The organisation has a clearly defined management structure and effective management systems.

- 5.1 The organisation has a defined and current legal status.
- 5.2 The organisation has an appropriate and clearly defined governance and management structure, the written record of which shows authorities, responsibilities and accountabilities.
- 5.3 The organisation has a process for managing potential conflicts of interest between governance and management roles that ensure that each of those roles is carried out appropriately.

5.4 The organisation is governed by people with appropriate skills, qualifications and personal qualities.

5.5 The organisation's management systems, policies and procedures are consistent with:

- (a) Its legal status, constitution, rules, charter or Act of Parliament;
- (b) The aims, philosophy and the scope of its activities;
- (c) Its management structure;
- (d) Relevant legislation; and
- (e) Contractual obligations.

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Annex D: Critical Incident reporting template

CRITICAL INCIDENT REPORTING FORM

DISABILITY SUPPORT SERVICES

MINISTRY OF HEALTH

The National Quality Group only

Date:

Ref:

1. Please name your service in full, for example, *Ministry of Health*, not MoH or Ministry. If you operate in multiple locations, please state the location. Click here to enter text.
2. Is the service (you are referring to in this form) HealthCert certified (ie, 5 or more beds)? Select an item.
3. Please select the NASC/NIDCA area/region(s) where this event occurred. Select an item.
4. What was the primary/key nature of the current incident? Select your answer.
**If answered "abuse/assault", Select your answer.*
**If answered "other", please specify. Click here to enter text.*
5. When did this incident occur? Please note that all critical incidents are expected and required to be reported as soon as practical within 24 hours. Click here to enter a date and time.
6. Please provide a summary of the event. Click here to enter text.
7. **Follow-up and outcomes:** Please state steps/actions that you have taken to resolve above or proposed remediation action. Or if already resolved, how was this resolved? If applicable, how would you prevent this incident reoccurring? Click here to enter text.
8. Who/what was at direct risk as a result of this event?

Family ☐

Management ☐

Public ☐

Client ☐

Staff ☐

Organisational property ☐

Public property ☐

Private property ☐

Other ☐

**If answered "other", please specify. Click here to enter text.*

**If answered "service user/care recipient", please state his/her NHI number. Click here to enter text.*

**If answered "service user/care recipient", what type of service was being provided to the service user/care recipient at the time of the incident? Select an item.*

9. Who /what was the likely cause? Select your answer.

**If answered "other", please specify. Click here to enter text.*

**If answered "service user/care recipient", what type of service was being provided to the service user/care recipient at the time of the event? Select an item.*

10. Which agencies² have been notified?

Police called	☐	Police attended	☐	CYF	☐	HDC	☐
MSD	☐	NASC	☐	NIDCA	☐	Mental Health	☐
MBIE	☐	DHB	☐	DI	☐	Other	☐

**If answered "police" above, when were police notified? Click here to enter a date.*

**If answered "other", please specify. Click here to enter text*

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² HDC: Health and Disability Commission, MBIE: Ministry of Business, Innovation and Employment, MSD: Ministry of Social Development, CYF: Child, Youth & Family, DI: District Inspector



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Outcome Agreement Variation

Between

Ministry of Health

For Health and Disability Services

And

The LIFEWISE Trust

Contract Name	Home and Community Support Services
Contract Number	261666 / 06
Commencement Date	01 July 2018
Expiry Date	31 October 2020
Ministry of Health Contact	Christy Richards (Wellington)
Provider Contact	Moira Lawler
Provider's Address	PO Box 5104, Auckland Central, Auckland



Outcome Agreement Variation

SECTION A

A1 Definitions

Outcome Agreement means the Outcome Agreement entered into between the Ministry and the The LIFEWISE Trust on 1 November 2015;

Provider means the organisation named as the provider in the Outcome Agreement;

Ministry means the Ministry of Health.

A2 Introduction

This Outcome Agreement Variation (Variation Agreement) forms part of the Outcome Agreement.

A3 The Agreement

In 2015 the Ministry and The LIFEWISE Trust entered into an Outcome Agreement to supply Home and Community Support Services. The Outcome Agreement commenced on 1 November 2015 and ends on 31 October 2020 and is numbered 261666 / 00.

A4 Variation to the Outcome Agreement

This is the 06 variation to the Outcome Agreement. This variation to the Outcome Agreement begins on 01 July 2018 and ends on 31 October 2020.

This variation to the Agreement changes the Agreement price.

A5 Section B

The attached Section B includes all the adjustments to this Agreement as a result of this Variation Agreement.

A6 Remainder of Outcome Agreement

The remaining terms and conditions of the Outcome Agreement are confirmed in all respects except for the variations as set out in this Variation Agreement.

A7 Signatures

Signed for and on behalf of the **Ministry of Health** as follows:



Authorised Signatory **Toni Atkinson**
Name: **Group Manager**
Disability Support Services

Position: _____



Date

Signed for and on behalf of the **Provider** as follows:



Authorised Signatory
Name: **Merrin Lawler**

Position: **Chief Executive**

Date **3/9/18**

SECTION B

B1 It is agreed that the following details apply to this Variation

Provider Name	The LIFEWISE Trust
Provider Number	658836
Contract Number	261666 / 06
Variation Commencement Date	01 July 2018
Variation End Date	31 October 2020

B2 Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase Unit (PU ID)	Purchase Unit Description	Unit Price Excl GST	Total Price (PU x V) Excl GST	GST Rate %	Payment Type
DSS1009	Household Management (2/7/2018 – 31/10/2020)	\$31.99 per hour	N/A	15	CCPS
DSS1010	Personal Care (2/7/2018 – 31/10/2020)	\$31.99 per hour	N/A	15	CCPS
DSS1010	Personal Care – Night Support (2/7/2018 – 31/10/2020)	\$163.97 per night	N/A	15	CCPS
IBT0001	IBT Part B – Unfilled guaranteed hours – Guaranteed hours (1/7/2018 – 31/10/2020)	N/A	\$36,972.89	15	CMS
Total Price			\$36,972.89		

B3 PAYMENT DETAILS (CMS Payments)

Payment will be made by the Purchasing Agency	Payment date/Milestone	Date the invoice must be provided to the Purchasing Agency	Payment amount (excl GST)
Quarterly First Month of Service			
2nd of the first month of each quarter. Where the 2nd falls on a Saturday or Sunday, the payment will be on the next Business Day. Quarters: • Jul-Sep • Oct- Dec • Jan-Mar • Apr-Jun	Quarterly – with the first payment being made in July for services to be delivered in the July – September quarter.	1st day of the first month of the quarter. If the invoice is not received by the above date, the Purchasing Agency will pay the Provider within 12 days of receiving the Provider's invoice.	\$9,243.22

B4 Vulnerable Children Act 2014

According to section 15 of the Vulnerable Children Act 2014¹, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations. Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Vulnerable Children Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Vulnerable Children Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

provisions on the identification and reporting of child abuse and neglect in accordance with section 15 of the Children, Young Persons, and Their Families Act 1989.

Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Vulnerable Children (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

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² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>

Outcome Agreement Variation

Between

Ministry of Health

For Health and Disability Services

And

The LIFEWISE Trust

Contract Name	Home and Community Support Services
Contract Number	261666 / 07
Commencement Date	01 July 2019
Expiry Date	31 October 2020
Ministry of Health Contact	Amanda Bleckmann (Auckland)
Provider Contact	Moira Lawler
Provider's Address	PO Box 5104, Auckland Central, Auckland



Outcome Agreement Variation

SECTION A

A1 Definitions

Outcome Agreement means the Outcome Agreement entered into between the Ministry and the The LIFEWISE Trust on 1 November 2015;

Provider means the organisation named as the provider in the Outcome Agreement;

Ministry means the Ministry of Health.

A2 Introduction

This Outcome Agreement Variation (Variation Agreement) forms part of the Outcome Agreement.

A3 The Agreement

In 2015 the Ministry and The LIFEWISE Trust entered into an Outcome Agreement to supply Home and Community Support Services. The Outcome Agreement commenced on 1 November 2015 and ends on 31 October 2020 and is numbered 261666 / 00.

A4 Variation to the Outcome Agreement

This is the 07 variation to the Outcome Agreement. This variation to the Outcome Agreement begins on 01 July 2019 and ends on 31 October 2020.

This variation to the Agreement changes the Agreement price.

A5 Section B

The attached Section B includes all the adjustments to this Agreement as a result of this Variation Agreement.

A6 Remainder of Outcome Agreement

The remaining terms and conditions of the Outcome Agreement are confirmed in all respects except for the variations as set out in this Variation Agreement.



A7 Signatures

Signed for and on behalf of the **Ministry of Health** as follows:

 _____ 17/7/19 _____

Authorised Signatory

Date

Name: Toni Atkinson

Group Manager
Disability Support Services

Position: _____

Signed for and on behalf of the **Provider** as follows:

 _____ 15/7/19 _____

Authorised Signatory

Date

Name: Moira Hawker

Chief Executive

Position: _____

SECTION B

B1 It is agreed that the following details apply to this Variation

Provider Name	The LIFEWISE Trust
Provider Number	658836
Contract Number	261666 / 07
Variation Commencement Date	01 July 2019
Variation End Date	31 October 2020

B2 Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase Unit (PU ID)	Purchase Unit Description	Old Unit Price Excl GST	New Unit Price Excl GST	Total Price (PU x V) Excl GST	GST Rate %	Payment Type
DSS1009	Household Management	\$31.99 per hour	\$32.83 per hour	N/A	15	CCPS
DSS1010	Personal Care	\$31.99 per hour	\$32.83 per hour	N/A	15	CCPS
DSS1010	Personal Care – Night Support	\$163.97 per night	\$168.71 per night	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency - (IF) Household Management	\$30.43 per hour	\$31.23 per hour	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency - (IF) Personal Care	\$30.43 per hour	\$31.23 per hour	N/A	15	CCPS
IBT0001	IBT Part B – Unfilled Guaranteed Hours	N/A	N/A	\$36,972.88	15	CMS
Total Price				\$36,972.88		

B3 PAYMENT DETAILS (CMS Payments)

Payment will be made by the Purchasing Agency	Payment date/Milestone	Date the invoice must be provided to the Purchasing Agency	Payment amount (excl GST)
Quarterly First Month of Service			
20th of the first month of each quarter. Where the 20th falls on a Saturday or Sunday, the payment will be on the next Business Day. Quarters: • Jul-Sep • Oct- Dec • Jan-Mar • Apr-Jun	Quarterly – with the first payment being made in July for services to be delivered in the July – September quarter.	10th day of the first month of the quarter. If the invoice is not received by the above date, the Purchasing Agency will pay the Provider within 12 days of receiving the Provider's invoice.	\$9,243.22

B3.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

B3.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- Provider name (legal entity name)
- Provider number (legal entity number)
- Provider invoice number
- Contract number
- Purchase unit number or a description of the service being provided

- f. Date the invoice is due to be paid/date payment expected
- g. Dollar amount to be paid
- h. Period the service was provided
- i. Volume, if applicable
- j. GST rate
- k. GST number
- l. Full name of Funder

B3.3 Invoicing Address

Send invoices to:

providerinvoices@moh.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B4 Children's Act 2014

According to section 15 of the Children's Act 2014¹, children's services cover the following:

- services provided to one or more children
- services to adults in respect of one or more children

NB At a future date, the scope of children's services can be expanded by regulations.

Expansion may include services to adults which could significantly affect the well-being of children in that household.

Child Protection Policy

If you provide children's services as per section 15 of the Children's Act 2014 you will adopt a child protection policy as soon as practicable and review the policy within three years from the date of its adoption or most recent review. Thereafter, you will review the policy at least every three years. In accordance with the requirements set out in section 19(a) and (b) of the Children's Act 2014, your child protection policy must apply to the provision of children's services (as defined in section 15 of the Act), must be written and must contain provisions on

¹ <http://www.legislation.govt.nz/act/public/2014/0040/latest/DLM5501618.html>

the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

Worker Safety Checks

If you have workers that provide children's services, the safety check requirements under the Children's (Requirements for Safety Checks of Children's Workers) Regulations 2015 will need to be complied with.²

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² <http://www.legislation.govt.nz/regulation/public/2015/0106/latest/DLM6482241.html>



Variation to Agreement - response to COVID-19

Agreement title: Home and Community Support Services ('the Agreement')

Agreement date: 01 November 2015

Variation date: 26 March 2020

Parties: The Ministry of Health ('the Ministry') and The LIFEWISE Trust ('the Provider')

Agreement number: 261666

Variation

The Ministry and the Provider are Parties to the Agreement.

The Parties agree to vary the Agreement.

The scope of the Variation is set out in the attached Schedule of Changes.

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

Words used but not defined in this Variation have the same meaning as they do in the Agreement.

Acceptance

Signed for and on behalf of
the **Ministry of Health:**



Signature

Name: Amanda Bleckmann

Position: Group Manager Operational Performance

Date: 7 August 2020

Signed for and on behalf of
the **Provider:**



Signature

Name: Jo Denvir

Position: CEO

Date: 04.08.2020

OR:

Signed for and on behalf of
the **Provider by return email:**

Name:

Position:

Date:

Schedule of Changes

Changes

1. Background

- 1.1 The Ministry recognises that the effects of COVID-19 may limit the Provider's ability to provide some aspects of contracted Services as specified within the Agreement.
- 1.2 In order to support the Provider to maintain its capacity during the COVID-19 outbreak, the Ministry has agreed to vary the terms of the Agreement as set out in this Variation.
- 1.3 The terms of this Variation apply despite anything to the contrary in the Agreement.

2. Variation to term of Agreement

- 2.1 If the term of the current Agreement expires on or before 30 June 2020, the Agreement is extended until 30 June 2021, or such other date specified in Appendix 1.

3. Variation to terms during COVID – 19 response period

- 3.1 The following terms apply from 26 March 2020 until 30 September 2020 ('the Response Period'). The Response Period may be extended by the Ministry by notice in writing at the Ministry's sole discretion.
- 3.2 During the Response Period, the Provider is not required to comply with applicable service requirements in the Agreement, including minimum service levels, where compliance is not reasonably practicable due to COVID-19. This clause is subject to clause 3.3
- 3.3 During the Response Period, the Provider must:
 - a. continue to provide the Services to the extent practicable, subject to any limitations to the service which are necessary for the Provider to act consistently with:
 - i. directions and advice from the New Zealand government in relation to the response to COVID-19; and
 - ii. responsibilities under the Health and Safety at Work Act 2015;
 - b. continue to deliver the Services in accordance with legal and ethical requirements and standards;
 - c. implement any emergency service plan, applicable business continuity plans or pandemic plans;
 - d. actively adopt the use of remote technologies to support provision of the contracted services, where technologies are able to be used to deliver the services in a manner which is safe and which complies with the Provider's obligations under the Privacy Act 1993 and the Health Information Privacy Code 1994;
 - e. provide clear information to service users regarding how to access services that continue to be provided;
 - f. support service users to access services that remain available during the period of the response, including supporting them to use new technologies as appropriate;

- g. take all practicable steps to maintain existing staffing levels;
- h. ensure that all staff are aware of their responsibilities in relation to preventing the spread of COVID-19, and are supported to comply with these responsibilities, including by:
 - i. providing training on current Ministry guidelines about the COVID-19 response as appropriate to that staff members role;
 - ii. ensuring that staff receive time off where needed to self-isolate or quarantine;
 - iii. ensuring that time off work is fully compensated and that staff members are not financially disadvantaged by taking steps required to self-isolate or quarantine; and
- i. support the government response to COVID-19 where possible, such as by working with the Ministry or District Health Boards to identify how the Provider's staff may be able to assist with the COVID-19 response and supporting staff's participation, including paying staff during the provision of COVID-19 response services.

4. Funding

- 4.1 Subject to clause 4.2, the Ministry will pay the Provider as set out in the Payment Table in Appendix 1 where the services are delivered in accordance with the Agreement.
- 4.2 During the Response Period the Ministry will pay the Provider the full amount specified in Appendix 1 despite any non-compliance if clause 3.2 of this Variation applies to that non-compliance.
- 4.3 Where a payment is made in accordance with clause 4.2, the Ministry will not seek to recover the payment as an overpayment.
- 4.4 The Provider:
 - a. must not seek further government subsidy for wage costs funded by this Agreement;
 - b. must not request additional government funding for delivery of COVID-19 response services unless the costs of delivering the services cannot be met through funding provided under this Agreement; and
 - c. must inform the Ministry prior to requesting any financial support through a government COVID-19 support package, including the nature of the support to be sought and the overall value of the support.
- 4.5 Where the Ministry agrees to enter into a separate agreement with the Provider to deliver specific Covid-19 response services, that agreement will not fund services and resources already funded under this Agreement.



Appendix 1: Payment Details

Details of all services which apply to this agreement

CCPS Service ID	CCPS Service ID Description	Payment Amount excl GST	Payment Type
YP-HSPC	YP Personal Care	\$22,908.87	CCPS
YP-HSHM	YP Household Management	\$18,551.24	CCPS

Payment Table

Payments will be made by us on these dates:	For services supplied in the period:
17 April 2020	April 2020
04 May 2020	May 2020
02 June 2020	June 2020

Agreement Expiry Date if different to that specified in clause 2.1 of this Variation: 31 October 2020



Disability Support Services Outcome Agreement Variation

Ministry of Health

and

The LIFEWISE Trust

Provider number	658836
Contract name	Home and Community Support Services
Variation start date	01 July 2020
Expiry date	31 October 2021
Contract number	261666 / 09



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Outcome Agreement Variation

Section A

1 Introduction

- 1.1 In 2015 the Purchasing Agency and the Provider entered into an Outcome Agreement to provide Home and Community Support Services. The Outcome Agreement started on 1 November 2015 and ends on 31 October 2020.
- 1.2 This Variation Agreement forms part of that Outcome Agreement.

2 Variation to the Outcome Agreement

- 2.1 This is the 09 Variation to the Outcome Agreement. This Variation begins on 01 July 2020 and ends on 31 October 2021.

This variation to the Outcome Agreement changes the term changes the price.
- 2.2 The Outcome Agreement is varied in accordance with the Framework Terms and Conditions.

3 Confirmation of Outcome Agreement

All Terms and Conditions not varied by this Variation are confirmed.



Section B

4 Details

The following details apply to this Variation

Provider name	The LIFEWISE Trust
Provider number	658836
Contract number	261666 / 09
Variation start date	01 July 2020
Variation end date	31 October 2021

5 Variation

5.1 Payment Table

Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase unit ID	Purchase unit description	Old Unit price (excl GST)	New Unit price (excl GST)	Total price (excl GST)	GST rate %	Payment type
DSS1009	Household Management 1 November 2020 to 31 October 2021	\$32.83 per hour	\$33.24 per hour	N/A	15	CCPS
DSS1010	Personal Care 1 November 2020 to 31 October 2021	\$32.83 per hour	\$33.24 per hour	N/A	15	CCPS
DSS1010	Personal Care – Night Support 1 November 2020 to 31 October 2021	\$168.71 per night	\$170.81 per night	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency – IF – Household Management 1 November 2020 to 31 October 2021	\$31.23 per hour	\$31.54 per hour	N/A	15	CCPS

DSS-IFA	Individualised Funding Agency – IF – Personal Care 1 November 2020 to 31 October 2021	\$31.23 per hour	\$31.54 per hour	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency – IF – Respite 1 November 2020 to 31 October 2021	\$10.00 per unit	\$10.00 per unit	N/A	15	CCPS
IBT0001	IBT Part B – Unfilled Guaranteed Hours 1 July 2020 to 30 June 2021	N/A	N/A	\$36,972.88	15	CMS
DSS-IFA	Individualised Funding Agency – Host Services – Set Up Fee 1 November 2020 to 31 October 2021	\$550.00 per set up	\$555.50 per set up	N/A	15	CMS
DSS-IFA	Individualised Funding Agency – Host Services – Management Fee 1 November 2020 to 31 October 2021	\$37.70 per fortnight	\$38.08 per fortnight	N/A	15	CMS
Total price of all services				\$36,972.88		

5.2 Payment Details (CMS Payments)

5.2.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

5.2.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- (a) Provider name (legal entity name)
- (b) Provider number (legal entity number)
- (c) Provider invoice number
- (d) Contract number

- (e) Purchase unit number or a description of the service being provided
- (f) Date the invoice is due to be paid/date payment expected
- (g) Dollar amount to be paid
- (h) Period the service was provided
- (i) Volume, if applicable
- (j) GST rate
- (k) GST number
- (l) Full name of Funder

5.2.3 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

5.2.4 Payment Schedule for IBT0001 IBT Part B – Unfilled Guaranteed Hours

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
2 July 2020	1 July 2020	July – September 2020	\$9,243.22
2 October 2020	20 September 2020	October – December 2020	\$9,243.22
5 January 2021	20 December 2020	January – March 2021	\$9,243.22
3 April 2021	20 March 2021	April -June 2021	\$9,243.22
Total			\$36,972.88

5.2.5 Payment Schedule for DSS-IFA Individualised Funding Agency – Host Services – Set Up Fee & DSS-IFA Individualised Funding Agency – Host Services – Management Fee

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
24 November 2020	10 November 2020	1 – 15 November 2020
21 December 2020	30 November 2020	16 November – 13 December 2020
18 January 2021	31 December 2020	14 December 2020 – 10 January 2021
15 February 2021	31 January 2021	11 January – 7 February 2021
15 March 2021	28 February 2021	8 February – 7 March 2021
12 April 2021	31 March 2021	8 March – 4 April 2021
10 May 2021	30 April 2021	5 April - 2 May 2021

8 June 2021	20 May 2021	3 – 30 May 2021
5 July 2021	20 June 2021	31 May – 27 June 2021
2 August 2021	20 July 2021	28 June – 25 July 2021
30 August 2021	31 July 2021	26 July – 22 August 2021
27 September 2021	31 August 2021	23 August – 19 September 2021
26 October 2021	30 September 2021	20 September – 17 October 2021
22 November 2021	31 October 2021	18 -31 October 2021

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6 Signatures

Signed as an agreement

for and on behalf of the **Ministry of Health** as follows:



Authorised Signatory

11/11/2020
Date

Name: Amanda Bleckmann

Position: General Manager - Disability

Signed as an agreement

for and on behalf of the **Provider** as follows:



Authorised Signatory

10/11/2020
Date

Name: Jo Denvir

Position: Chief Executive



7 Provider Specific Terms and Conditions

7.1 EGL Principles

The EGL Principles are the foundation of Disability Supports and are summarised in the table below.

Self-determination	Disabled people are in control of their lives.
Beginning early	Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
Person-centred	Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
Ordinary life outcomes	Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
Mainstream first	Disabled people are supported to access mainstream services before specialist disability services.
Mana enhancing	The abilities and contributions of disabled people and their families are recognised and respected.
Easy to use	Disabled people have supports that are simple to use and flexible.
Relationship building	Supports build and strengthen relationships between disabled people, their whānau and community.

Successful Disability Supports occur when the EGL Principles have been embedded in provider practice.

The Disabled Person needs to be satisfied that:

- they have been able to choose who supports them and how they are supported
- they are respected as an individual
- supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

7.2 Additional Provider Specific Terms and Conditions

This variation extends the main current service(s) and applies the 2020/2021 pay equity and general price increases.

Any funding owed between 1 July and 31 October 2020 will be calculated and paid at a later date.

Reviewed HCSS spec and reporting

In order to analyse the impact of payment of family carers, the Ministry is required to report to Ministers around the revised arrangements for family employment. To achieve this, additional reporting has been included in this variation to count the number of resident family members you employ directly.

This service will be delivered, and reporting requirements met, according to the revised Home and Community Support Services Tier Three Service Specification available on the Purchasing Agency website at <http://www.health.govt.nz/our-work/disability-services/contracting-disability-support-services/contracts-and-service-specifications>

Reviewed IF spec and reporting

In order to analyse the impact of payment of family carers, the Ministry is required to report to Ministers around the revised arrangements for family employment. To achieve this, additional reporting has been included in this variation to count the numbers of people that are using their budgets to employ resident family members.

This service will be delivered, and reporting requirements met, according to the revised Individualised Funding Tier Three Service Specification available on the Purchasing Agency website at <http://www.health.govt.nz/our-work/disability-services/contracting-disability-support-services/contracts-and-service-specifications>

Contract Periods

Invoicing must be split into the relevant contract and rate periods. Services that were delivered before the new rate was applied must be invoiced separately to services that were delivered in the period after the new rate was applied.

Disability Support Services Outcome Agreement Variation

Ministry of Health

and

The LIFEWISE Trust

Provider number	658836
Contract name	Home and Community Support Services
Variation start date	01 July 2021
Expiry date	31 October 2025
Contract number	261666 / 10



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AND

Outcome Agreement Variation

Section A

1 Introduction

- 1.1 In 2015 the Purchasing Agency and the Provider entered into an Outcome Agreement to provide Home and Community Support Services. The Outcome Agreement started on 1 November 2015 and ended on 31 October 2020.
- 1.2 This Variation Agreement forms part of that Outcome Agreement.

2 Variation to the Outcome Agreement

- 2.1 This is the 10 Variation to the Outcome Agreement. This Variation begins on 01 July 2021 and ends on 31 October 2025.

This variation to the Outcome Agreement changes the term and the price.
- 2.2 The Outcome Agreement is varied in accordance with the Framework Terms and Conditions.

3 Confirmation of Outcome Agreement

All Terms and Conditions not varied by this Variation are confirmed.

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OFFICIAL INFORMATION ACT

Section B

4 Details

The following details apply to this Variation

Provider name	The LIFEWISE Trust
Provider number	658836
Contract number	261666 / 10
Variation start date	01 July 2021
Variation end date	31 October 2025

5 Variation

5.1 Payment Table

Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase unit ID	Purchase unit description	Old Unit price (excl GST)	New Unit price (excl GST)	Total price (excl GST)	GST rate %	Payment type
DSS1009	Household Management 1 July 2021 to 31 October 2025	\$33.24 per hour	\$36.46 per hour	N/A	15	CCPS
DSS1010	Personal Care 1 July 2021 to 31 October 2025	\$33.24 per hour	\$36.46 per hour	N/A	15	CCPS
DSS1010	Personal Care – Night Support 1 July 2021 to 31 October 2025	\$170.81 per night	\$186.87 per night	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency – IF – Household Management 1 July 2021 to 31 October 2025	\$31.54 per hour	\$34.74 per hour	N/A	15	CCPS

Handwritten signature

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DSS-IFA	Individualised Funding Agency – IF – Personal Care 1 July 2021 to 31 October 2025	\$31.54 per hour	\$34.74 per hour	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency – IF – Respite 1 November 2021 to 31 October 2025	\$10.00 per unit	\$10.00 per unit	N/A	15	CCPS
IBT0001	IBT Part B – Unfilled Guaranteed Hours 1 July 2021 to 30 June 2022	N/A	N/A	\$36,972.88	15	CMS
DSS-IFA	Individualised Funding Agency – Host Services – Set Up Fee 1 November 2021 to 31 October 2025	\$555.50 per set up	N/A	N/A	15	CMS
DSS-IFA	Individualised Funding Agency – Host Services – Management Fee 1 November 2021 to 31 October 2025	\$38.08 per fortnight	N/A	N/A	15	CMS
Total price of all services				\$36,972.88		

5.2 Payment Details (CMS Payments)

5.2.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

5.2.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- (a) Provider name (legal entity name)
- (b) Provider number (legal entity number)
- (c) Provider invoice number

- (d) Contract number
- (e) Purchase unit number or a description of the service being provided
- (f) Date the invoice is due to be paid/date payment expected
- (g) Dollar amount to be paid
- (h) Period the service was provided
- (i) Volume, if applicable
- (j) GST rate
- (k) GST number
- (l) Full name of Funder

5.2.3 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

5.2.4 Payment Schedule for IBT0001 IBT Part B – Unfilled Guaranteed Hours

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
2 July 2021	1 July 2021	July – September 2021	\$9,243.22
4 October 2021	20 September 2021	October – December 2021	\$9,243.22
4 January 2022	20 December 2021	January – March 2022	\$9,243.22
4 April 2022	20 March 2022	April – June 2022	\$9,243.22
Total			\$36,972.88

5.2.5 Payment Schedule for DSS-IFA Individualised Funding Agency – Host Services – Management Fee & DSS-IFA Individualised Funding Agency – Host Services – Set Up Fee

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
22 November 2021	10 November 2021	1-14 November 2021
20 December 2021	10 December 2021	15 November – 12 December 2021
17 January 2022	10 January 2022	13 December 2021 – 9 January 2022
14 February 2022	31 January 2022	10 January – 6 February 2022
14 March 2022	28 February 2022	7 February – 6 March 2022
11 April 2022	31 March 2022	7 March – 3 April 2022

9 May 2022	30 April 2022	4 April – 1 May 2022
7 June 2022	20 May 2022	2-29 May 2022
4 July 2022	20 June 2022	30 May – 26 June 2022
1 August 2022	20 July 2022	27 June – 24 July 2022
29 August 2022	20 August 2022	25 July – 21 August 2022
26 September 2022	10 September 2022	22 August – 18 September 2022
25 October 2022	10 October 2022	19 September – 16 October 2022
21 November 2022	10 November 2022	17 October – 13 November 2022
19 December 2022	10 December 2022	14 November – 11 December 2022
16 January 2023	31 December 2022	12 December 2022 – 8 January 2023
13 February 2023	31 January 2023	9 January 2023 – 5 February 2023
13 March 2023	28 February 2023	6 February – 5 March 2023
11 April 2023	31 March 2023	6 March – 2 April 2023
8 May 2023	30 April 2023	3-30 April 2023
6 June 2023	20 May 2023	1-28 May 2023
3 July 2023	20 June 2023	29 May – 25 June 2023
31 July 2023	20 July 2023	26 June – 23 July 2023
28 August 2023	20 August 2023	24 July – 20 August 2023
25 September 2023	10 September 2023	21 August – 17 September 2023
24 October 2023	10 August 2023	18 September – 15 October 2023
20 November 2023	10 November 2023	16 October – 12 November 2023
18 December 2023	10 December 2023	13 November – 10 December 2023
15 January 2024	31 December 2023	11 December 2023 – 7 January 2024
12 February 2024	31 January 2024	8 January – 4 February 2024
11 March 2024	28 February 2024	5 February – 3 March 2024
8 April 2024	31 March 2024	4-31 March 2024
6 May 2024	20 April 2024	1-28 April 2024
4 June 2024	20 May 2024	29 April – 26 May 2024
1 July 2024	20 June 2024	27 May – 23 June 2024
29 July 2024	20 July 2024	24 June – 21 July 2024
26 August 2024	10 August 2024	22 July – 18 August 2024
23 September 2024	10 September 2024	19 August – 15 September 2024
21 October 2024	10 October 2024	16 September – 13 October 2024
18 November 2024	10 November 2024	14 October – 10 November 2024
16 December 2024	30 November 2024	11 November – 8 December 2024
13 January 2025	31 December 2024	9 December 2024 – 5 January 2025
10 February 2025	31 January 2025	6 January – 2 February 2025
10 March 2025	28 February 2025	3 February – 2 March 2025
7 April 2025	20 March 2025	3-30 March 2025
5 May 2025	20 April 2025	31 March – 27 April 2025
3 June 2025	20 May 2025	28 April – 25 May 2025
30 June 2025	20 June 2025	26 May – 22 June 2025
28 July 2025	20 July 2025	23 June – 20 July 2025
25 August 2025	10 August 2025	21 July – 17 August 2025
22 September 2025	10 September 2025	18 August – 14 September 2025
20 October 2025	10 October 2025	15 September – 12 October 2025
17 November 2025	10 November 2025	13-31 October 2025

Handwritten signature/initials

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6 Signatures

Signed as an agreement

for and on behalf of the **Ministry of Health** as follows:



Authorised Signatory

16 July 2021

Date

Name: Amanda Bleckmann

Position: Group Manager, Operational Performance

Signed as an agreement

for and on behalf of the **Provider** as follows:



Authorised Signatory

21.07.2021

Date

Name: Jo DENVIR

Position: CEO

7 Provider Specific Terms and Conditions

7.1 EGL Principles

The EGL Principles are the foundation of Disability Supports and are summarised in the table below.

Self-determination	Disabled people are in control of their lives.
Beginning early	Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
Person-centred	Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
Ordinary life outcomes	Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
Mainstream first	Disabled people are supported to access mainstream services before specialist disability services.
Mana enhancing	The abilities and contributions of disabled people and their families are recognised and respected.
Easy to use	Disabled people have supports that are simple to use and flexible.
Relationship building	Supports build and strengthen relationships between disabled people, their whānau and community.

Successful Disability Supports occur when the EGL Principles have been embedded in provider practice.

The Disabled Person needs to be satisfied that:

- they have been able to choose who supports them and how they are supported
- they are respected as an individual
- supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

AM

7.2 Additional Provider Specific Terms and Conditions

This variation applies the additional 2.92% increase and 2021 Pay Equity to the Home & Community Support Services from 01 July 2021 and extends the term.

The Guaranteed hours service is being extended to 30 June 2022.

Any funding owed between 1 July 2020 and 30 June 2021 will be calculated and paid at a later date.

Contract Periods

Invoicing must be split into the relevant contract and rate periods. Services that were delivered before the new rate was applied must be invoiced separately to services that were delivered in the period after the new rate was applied.

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Disability Support Services Outcome Agreement Variation

Ministry of Health

and

The LIFEWISE Trust

Provider number	658836
Contract name	Home and Community Support Services
Variation start date	01 July 2021
Expiry date	31 October 2025
Contract number	261666 / 11

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Outcome Agreement Variation

Section A

1 Introduction

- 1.1 In 2015 the Purchasing Agency and the Provider entered into an Outcome Agreement to provide Home and Community Support Services. The Outcome Agreement started on 1 November 2015 and ended on 31 October 2020.
- 1.2 This Variation Agreement forms part of that Outcome Agreement.

2 Variation to the Outcome Agreement

- 2.1 This is the 11 Variation to the Outcome Agreement. This Variation begins on 01 July 2021 and ends on 31 October 2025.
- This variation to the Outcome Agreement changes the price.
- 2.2 The Outcome Agreement is varied in accordance with the Framework Terms and Conditions.

3 Confirmation of Outcome Agreement

All Terms and Conditions not varied by this Variation are confirmed.

Section B

4 Details

The following details apply to this Variation

Provider name	The LIFEWISE Trust
Provider number	658836
Contract number	261666 / 11
Variation start date	01 July 2021
Variation end date	31 October 2025

5 Variation

5.1 Payment Table

Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase unit ID	Purchase unit description	Old Unit price (excl GST)	New Unit price (excl GST)	GST rate %	Payment type
DSS1009	Household Management 1 November 2021 to 31 October 2025	\$36.46 per hour	\$37.27 per hour	15	CCPS
DSS1010	Personal Care 1 November 2021 to 31 October 2025	\$36.46 per hour	\$37.27 per hour	15	CCPS
DSS1010	Personal Care – Night Support 1 November 2021 to 31 October 2025	\$186.87 per night	\$191.02 per night	15	CCPS
DSS-IFA	Individualised Funding Agency – Host Services – Set Up Fee 1 July 2021 to 31 October 2025	\$555.50 per set up	\$567.83 per set up	15	CMS
DSS-IFA	Individualised Funding Agency – Host Services – Management Fee 1 July 2021 to 31 October 2025	\$38.08 per fortnight	\$38.93 per fortnight	15	CMS

5.2 Payment Details (CMS Payments)

5.2.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

5.2.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- (a) Provider name (legal entity name)
- (b) Provider number (legal entity number)
- (c) Provider invoice number
- (d) Contract number
- (e) Purchase unit number or a description of the service being provided
- (f) Date the invoice is due to be paid/date payment expected
- (g) Dollar amount to be paid
- (h) Period the service was provided
- (i) Volume, if applicable
- (j) GST rate
- (k) GST number
- (l) Full name of Funder

5.2.3 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

5.2.4 Payment Schedule for DSS-IFA Individualised Funding Agency – Host Services – Management Fee & DSS-IFA Individualised Funding Agency – Host Services – Set Up Fee

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
2 August 2021	20 July 2021	1-25 July 2021
30 August 2021	20 August 2021	26 July – 22 August 2021
27 September 2021	15 September 2021	23 August – 19 September 2021
26 October 2021	15 October 2021	20 September – 17 October 2021
22 November 2021	10 November 2021	18 October – 14 November 2021
20 December 2021	10 December 2021	15 November – 12 December 2021
17 January 2022	10 January 2022	13 December 2021 – 9 January 2022
14 February 2022	31 January 2022	10 January – 6 February 2022
14 March 2022	28 February 2022	7 February – 6 March 2022
11 April 2022	31 March 2022	7 March – 3 April 2022
9 May 2022	30 April 2022	4 April – 1 May 2022
7 June 2022	20 May 2022	2-29 May 2022
4 July 2022	20 June 2022	30 May – 26 June 2022
1 August 2022	20 July 2022	27 June – 24 July 2022
29 August 2022	20 August 2022	25 July – 21 August 2022
26 September 2022	10 September 2022	22 August – 18 September 2022
25 October 2022	10 October 2022	19 September – 16 October 2022
21 November 2022	10 November 2022	17 October – 13 November 2022
19 December 2022	10 December 2022	14 November – 11 December 2022
16 January 2023	31 December 2022	12 December 2022 – 8 January 2023
13 February 2023	31 January 2023	9 January 2023 – 5 February 2023
13 March 2023	28 February 2023	6 February – 5 March 2023
11 April 2023	31 March 2023	6 March – 2 April 2023
8 May 2023	30 April 2023	3-30 April 2023
6 June 2023	20 May 2023	1-28 May 2023
3 July 2023	20 June 2023	29 May – 25 June 2023
31 July 2023	20 July 2023	26 June – 23 July 2023
28 August 2023	20 August 2023	24 July – 20 August 2023
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15 January 2024	31 December 2023	11 December 2023 – 7 January 2024
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11 March 2024	28 February 2024	5 February – 3 March 2024
8 April 2024	31 March 2024	4-31 March 2024
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29 July 2024	20 July 2024	24 June – 21 July 2024
26 August 2024	10 August 2024	22 July – 18 August 2024
23 September 2024	10 September 2024	19 August – 15 September 2024
21 October 2024	10 October 2024	16 September – 13 October 2024

18 November 2024	10 November 2024	14 October – 10 November 2024
16 December 2024	30 November 2024	11 November – 8 December 2024
13 January 2025	31 December 2024	9 December 2024 – 5 January 2025
10 February 2025	31 January 2025	6 January – 2 February 2025
10 March 2025	28 February 2025	3 February – 2 March 2025
7 April 2025	20 March 2025	3-30 March 2025
5 May 2025	20 April 2025	31 March – 27 April 2025
3 June 2025	20 May 2025	28 April – 25 May 2025
30 June 2025	20 June 2025	26 May – 22 June 2025
28 July 2025	20 July 2025	23 June – 20 July 2025
25 August 2025	10 August 2025	21 July – 17 August 2025
22 September 2025	10 September 2025	18 August – 14 September 2025
20 October 2025	10 October 2025	15 September – 12 October 2025
17 November 2025	10 November 2025	13-31 October 2025

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6 Signatures

Signed as an agreement

for and on behalf of the **Ministry of Health** as follows:



Authorised Signatory

14 April 2022

Date

Name: Amanda Bleckmann

Position: Group Manager Operational Performance

Signed as an agreement

for and on behalf of the **Provider** as follows:



Authorised Signatory

13/04/2022

Date

Name: Murray Reade

Position: CE

7 Provider Specific Terms and Conditions

7.1 EGL Principles

The EGL Principles are the foundation of Disability Supports and are summarised in the table below.

Self-determination	Disabled people are in control of their lives.
Beginning early	Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
Person-centred	Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
Ordinary life outcomes	Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
Mainstream first	Disabled people are supported to access mainstream services before specialist disability services.
Mana enhancing	The abilities and contributions of disabled people and their families are recognised and respected.
Easy to use	Disabled people have supports that are simple to use and flexible.
Relationship building	Supports build and strengthen relationships between disabled people, their whānau and community.

Successful Disability Supports occur when the EGL Principles have been embedded in provider practice.

The Disabled Person needs to be satisfied that:

- they have been able to choose who supports them and how they are supported
- they are respected as an individual
- supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

7.2 Additional Provider Specific Terms and Conditions

This variation applies the 2021/2022 general price increase.

Any funding owed between 1 July 2021 and 31 October 2021 will be calculated and paid at a later date.

Contract Periods

Invoicing must be split into the relevant contract and rate periods. Services that were delivered before the new rate was applied must be invoiced separately to services that were delivered in the period after the new rate was applied.

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Disability Support Services Outcome Agreement Variation

Ministry for Disabled People
(known as Whaikaha – Ministry of Disabled People)

and

The LIFEWISE Trust

Provider number	658836
Contract name	Home and Community Support Services
Variation start date	01 July 2022
Expiry date	31 October 2025
Contract number	261666 / 12

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Outcome Agreement Variation

Section A

1 Introduction

- 1.1 In 2015 the Purchasing Agency and the Provider entered into an Outcome Agreement to provide Home and Community Support Services services. The Outcome Agreement started on 1 November 2015 and ended on 31 October 2020
- 1.2 Pursuant to clause 15.2 of the Framework Terms and Conditions, the Provider and Purchasing Agency agree to the changes described below.

2 Variation to the Outcome Agreement

This is the 12 Variation to the Outcome Agreement. This Variation begins on 01 July 2022 and ends on 31 October 2025.

This variation to the Outcome Agreement changes the term and price.

3 All other terms and conditions remain in effect

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

Section B

4 Details

The following details apply to this Variation

Provider name	The LIFEWISE Trust
Provider number	658836
Contract number	261666 / 12
Variation start date	01 July 2022
Variation end date	31 October 2025

5 Variation detail

5.1 Payment Table

Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase unit ID	Purchase unit description	Old Unit price (excl GST)	New Unit price (excl GST)	Total price (excl GST)	GST rate %	Payment type
DSS1009	Household Management (1 February 2023 – 31 October 2025)	\$37.27 per hour	\$39.33 per hour	n/a	15	CCPS
DSS1010	Personal Care (1 February 2023 – 31 October 2025)	\$37.27 per hour	\$39.33 per hour	n/a	15	CCPS
DSS1010	Personal Care – Night Support (1 February 2023 – 31 October 2025)	\$191.02 per night	\$199.52 per night	n/a	15	CCPS
DSS-IFA	Individualised Funding Agency - IF - Household Management (1 February 2023 – 31 October 2025)	\$34.74 per hour	\$36.00 per hour	n/a	15	CCPS
DSS-IFA	Individualised Funding Agency - IF - Personal Care (1 February 2023 – 31 October 2025)	\$34.74 per hour	\$36.00 per hour	n/a	15	CCPS
DSS-IFA	Individualised Funding Agency - IF - Respite Care (1 February 2023 – 31 October 2025)	\$10.00 Per Unit	\$10.00 Per Unit	n/a	15	CCPS
IBT0001	IBT Part B – Unfilled guaranteed hours - Guaranteed Hours (1 July 2022 – 30 June 2023)	n/a	n/a	\$36,972.88	15	CMS

DSS-IFA	Individualised Funding Agency - Host Services – Set Up Fee (1 July 2022 – 31 October 2025)	\$567.83 Per Set Up	\$586.11 Per Set Up	n/a	15	CMS
DSS-IFA	Individualised Funding Agency - Host Services – Management Fee (1 July 2022 – 31 October 2025)	\$38.93 Per Fortnight	\$40.18 Per Fortnight	n/a	15	CMS
Total price of all services				\$36,972.88		

5.2 Payment Details (CMS Payments)

5.2.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

5.2.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- (a) Provider name (legal entity name)
- (b) Provider number (legal entity number)
- (c) Provider invoice number
- (d) Contract number
- (e) Purchase unit number or a description of the service being provided
- (f) Date the invoice is due to be paid/date payment expected
- (g) Dollar amount to be paid
- (h) Period the service was provided
- (i) Volume, if applicable
- (j) GST rate
- (k) GST number
- (l) Full name of Funder

5.2.3 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Te Whatu Ora - Health New Zealand
Private Bag 1942
Dunedin 9054

5.2.4 Payment Schedules

IBT0001 IBT Part B – Unfilled guaranteed hours - Guaranteed Hours

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
4 July 2022	15 June 2022	July 2022 - September 2022	\$9,243.22
3 October 2022	15 September 2022	October 2022 - December 2022	\$9,243.22
4 January 2023	15 December 2022	January 2023 - March 2023	\$9,243.22
3 April 2023	15 March 2023	April 2023 - June 2023	\$9,243.22
Total			\$36,972.88

DSS-IFA Individualised Funding Agency - Host Services – Set Up Fee

DSS-IFA Individualised Funding Agency - Host Services – Management Fee

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
01 August 2022	12 July 2022	01 July 2022 to 24 July 2022
29 August 2022	09 August 2022	25 July 2022 to 21 August 2022
26 September 2022	06 September 2022	22 August 2022 to 18 September 2022
25 October 2022	04 October 2022	19 September 2022 to 16 October 2022
21 November 2022	01 November 2022	17 October 2022 to 13 November 2022
19 December 2022	29 November 2022	14 November 2022 to 11 December 2022
16 January 2023	27 December 2022	12 December 2022 to 08 January 2023
13 February 2023	24 January 2023	09 January 2023 to 05 February 2023
13 March 2023	21 February 2023	06 February 2023 to 05 March 2023
11 April 2023	21 March 2023	06 March 2023 to 02 April 2023
08 May 2023	18 April 2023	03 April 2023 to 30 April 2023
06 June 2023	16 May 2023	01 May 2023 to 28 May 2023
03 July 2023	13 June 2023	29 May 2023 to 25 June 2023
31 July 2023	11 July 2023	26 June 2023 to 23 July 2023
28 August 2023	08 August 2023	24 July 2023 to 20 August 2023
25 September 2023	05 September 2023	21 August 2023 to 17 September 2023
24 October 2023	03 October 2023	18 September 2023 to 15 October 2023
20 November 2023	31 October 2023	16 October 2023 to 12 November 2023
18 December 2023	28 November 2023	13 November 2023 to 10 December 2023
15 January 2024	26 December 2023	11 December 2023 to 07 January 2024
12 February 2024	23 January 2024	08 January 2024 to 04 February 2024
11 March 2024	20 February 2024	05 February 2024 to 03 March 2024
08 April 2024	19 March 2024	04 March 2024 to 31 March 2024
06 May 2024	16 April 2024	01 April 2024 to 28 April 2024
04 June 2024	14 May 2024	29 April 2024 to 26 May 2024
01 July 2024	11 June 2024	27 May 2024 to 23 June 2024
29 July 2024	9 July 2024	24 June 2024 to 21 July 2024

26 August 2024	06 August 2024	22 July 2024 to 18 August 2024
23 September 2024	03 September 2024	19 August 2024 to 15 September 2024
21 October 2024	01 October 2024	16 September 2024 to 13 October 2024
18 November 2024	29 October 2024	14 October 2024 to 10 November 2024
16 December 2024	26 November 2024	11 November 2024 to 08 December 2024
13 January 2025	24 December 2024	09 December 2024 to 05 January 2025
10 February 2025	21 January 2025	06 January 2025 to 02 February 2025
10 March 2025	18 February 2025	03 February 2025 to 02 March 2025
07 April 2025	18 March 2025	03 March 2025 to 30 March 2025
05 May 2025	15 April 2025	31 March 2025 to 27 April 2025
03 June 2025	13 May 2025	28 April 2025 to 25 May 2025
30 June 2025	10 June 2025	26 May 2025 to 22 June 2025
28 July 2025	08 July 2025	23 June 2025 to 20 July 2025
25 August 2025	05 August 2025	21 July 2025 to 17 August 2025
22 September 2025	02 September 2025	18 August 2025 to 14 September 2025
20 October 2025	30 November 2025	15 September 2025 to 12 October 2025
17 November 2025	28 October 2025	13 October 2025 to 31 October 2025

6 Provider Specific Terms and Conditions

6.1 EGL Principles

The EGL Principles are the foundation of Disability Supports and are summarised in the table below.

Self-determination	Disabled people are in control of their lives.
Beginning early	Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
Person-centred	Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
Ordinary life outcomes	Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
Mainstream first	Disabled people are supported to access mainstream services before specialist disability services.
Mana enhancing	The abilities and contributions of disabled people and their families are recognised and respected.
Easy to use	Disabled people have supports that are simple to use and flexible.
Relationship building	Supports build and strengthen relationships between disabled people, their whānau and community.

Successful Disability Supports occur when the EGL Principles have been embedded in provider practice.

The Disabled Person needs to be satisfied that:

- they have been able to choose who supports them and how they are supported
- they are respected as an individual
- supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

6.2 Additional Provider-specific Terms and Conditions

This variation applies the 2022/2023 Pay Equity and General Price Increases.

The Guaranteed Hours service is being extended to 30 June 2023.

Any funding owed between 1 July 2022 and 31 January 2023 will be calculated and paid at a later date.

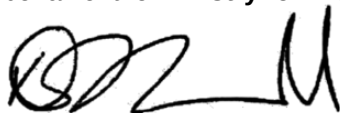
Contract Periods

Invoicing must be split into the relevant contract and rate periods. Services that were delivered before the new rate was applied must be invoiced separately to services that were delivered in the period after the new rate was applied.

7 Signatures

Signed as an agreement

for and on behalf of the **Ministry for Disabled People** as follows:



Authorised Signatory
Name: Doug Funnell
Position: Acting Group Manager Operational Performance
Date: 09/02/2023

Signed as an agreement

for and on behalf of the **Provider** as follows:



Authorised Signatory
Name: Haehaetu Barrett
Position: Chief Executive
Date: 08-02-2023

Disability Support Services Outcome Agreement Variation

Ministry for Disabled People
(known as Whaikaha – Ministry of Disabled People)

and

The LIFEWISE Trust

Provider number	658836
Contract name	Home and Community Support Services
Variation start date	01 July 2023
Expiry date	31 October 2025
Contract number	261666 / 13

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Outcome Agreement Variation

Section A

1 Introduction

- 1.1 In 2015 the Purchasing Agency and the Provider entered into an Outcome Agreement to provide Home and Community Support Services. The Outcome Agreement started on 1 November 2015 and ended on 31 October 2020.
- 1.2 Pursuant to clause 15.2 of the Framework Terms and Conditions, the Provider and Purchasing Agency agree to the changes described below.

2 Variation to the Outcome Agreement

This is the 13 Variation to the Outcome Agreement. This Variation begins on 01 July 2023 and ends on 31 October 2025.

3 All other terms and conditions remain in effect

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

Section B

4 Details

The following details apply to this Variation

Provider name	The LIFEWISE Trust
Provider number	658836
Contract number	261666 / 13
Variation start date	01 July 2023
Variation end date	31 October 2025

5 Variation detail

5.1 Payment Table

Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase unit ID	Purchase unit description	Old Unit price (excl GST)	New Unit price (excl GST)	Total price (excl GST)	GST rate %	Payment type
DSS1009	Household Management (1 November 2023 – 31 October 2025)	\$39.33 Per hour	\$42.75 Per hour	N/A	15	CCPS
DSS1010	Personal Care (1 November 2023 – 31 October 2025)	\$39.33 Per hour	\$42.75 Per hour	N/A	15	CCPS
DSS1010	Personal Care - Night Support (1 November 2023 – 31 October 2025)	\$199.52 Per night	\$221.00 Per night	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency – IF - Household Management (1 November 2023 – 31 October 2025)	\$36.00 Per Hour	\$37.00 Per Hour	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency – IF - Personal Care (1 November 2023 – 31 October 2025)	\$36.00 Per Hour	\$37.00 Per Hour	N/A	15	CCPS
DSS-IFA	Individualised Funding Agency - IF – Respite (1 November 2023 – 31 October 2025)	\$10.00 Per Unit	\$10.00 Per Unit	N/A	15	CCPS

IBT0001	IBT Part B - Unfilled guaranteed hours - Guaranteed Hours (1 July 2023 – 30 June 2024)	N/A	N/A	\$36,972.88	15	CMS
DSS-IFA	Individualised Funding Agency - Host Services – Set Up Fee (1 November 2023 – 31 October 2025)	\$586.11 Per Set Up	\$609.55 Per Set Up	N/A	15	CMS
DSS-IFA	Individualised Funding Agency - Host Services – Management Fee (1 November 2023 – 31 October 2025)	\$40.18 Per Fortnight	\$41.79 Per Fortnight	N/A	15	CMS
Total price of all services				\$36,972.88		

5.2 Payment Details (CMS Payments)

5.2.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

5.2.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- (a) Provider name (legal entity name)
- (b) Provider number (legal entity number)
- (c) Provider invoice number
- (d) Contract number
- (e) Purchase unit number or a description of the service being provided
- (f) Date the invoice is due to be paid/date payment expected
- (g) Dollar amount to be paid
- (h) Period the service was provided
- (i) Volume, if applicable
- (j) GST rate
- (k) GST number
- (l) Full name of Funder

5.2.3 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Te Whatu Ora - Health New Zealand
Private Bag 1942
Dunedin 9054

5.2.4 Payment Schedules

5.2.4.1 IBT0001 IBT Part B - Unfilled guaranteed hours - Guaranteed Hours

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
03 July 2023	13 June 2023	July to September 2023	\$9,243.22
02 October 2023	12 September 2023	October to December 2023	\$9,243.22
03 January 2024	14 December 2023	January to March 2024	\$9,243.22
02 April 2024	13 March 2024	April to June 2024	\$9,243.22
Total			\$36,972.88

5.2.4.2 DSS-IFA Individualised Funding Agency - Host Services – Set Up Fee DSS-IFA Individualised Funding Agency - Host Services – Management Fee

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 November 2023	31 October 2023	01 November 2023 to 12 November 2023
18 December 2023	28 November 2023	13 November 2023 to 10 December 2023
15 January 2024	26 December 2023	11 December 2023 to 07 January 2024
12 February 2024	23 January 2024	08 January 2024 to 04 February 2024
11 March 2024	20 February 2024	05 February 2024 to 03 March 2024
08 April 2024	19 March 2024	04 March 2024 to 31 March 2024
06 May 2024	16 April 2024	01 April 2024 to 28 April 2024
04 June 2024	14 May 2024	29 April 2024 to 26 May 2024
01 July 2024	11 June 2024	27 May 2024 to 23 June 2024
29 July 2024	9 July 2024	24 June 2024 to 21 July 2024
26 August 2024	06 August 2024	22 July 2024 to 18 August 2024
23 September 2024	03 September 2024	19 August 2024 to 15 September 2024
21 October 2024	01 October 2024	16 September 2024 to 13 October 2024
18 November 2024	29 October 2024	14 October 2024 to 10 November 2024
16 December 2024	26 November 2024	11 November 2024 to 08 December 2024
13 January 2025	24 December 2024	09 December 2024 to 05 January 2025
10 February 2025	21 January 2025	06 January 2025 to 02 February 2025
10 March 2025	18 February 2025	03 February 2025 to 02 March 2025
07 April 2025	18 March 2025	03 March 2025 to 30 March 2025
05 May 2025	15 April 2025	31 March 2025 to 27 April 2025
03 June 2025	13 May 2025	28 April 2025 to 25 May 2025
30 June 2025	10 June 2025	26 May 2025 to 22 June 2025
28 July 2025	08 July 2025	23 June 2025 to 20 July 2025
25 August 2025	05 August 2025	21 July 2025 to 17 August 2025
22 September 2025	02 September 2025	18 August 2025 to 14 September 2025
20 October 2025	30 November 2025	15 September 2025 to 12 October 2025
17 November 2025	28 October 2025	13 October 2025 to 31 October 2025

6 Provider Specific Terms and Conditions

6.1 EGL Principles

The EGL Principles are the foundation of Disability Supports and are summarised in the table below.

Self-determination	Disabled people are in control of their lives.
Beginning early	Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
Person-centred	Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
Ordinary life outcomes	Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
Mainstream first	Disabled people are supported to access mainstream services before specialist disability services.
Mana enhancing	The abilities and contributions of disabled people and their families are recognised and respected.
Easy to use	Disabled people have supports that are simple to use and flexible.
Relationship building	Supports build and strengthen relationships between disabled people, their whānau and community.

Successful Disability Supports occur when the EGL Principles have been embedded in provider practice.

The Disabled Person needs to be satisfied that:

- they have been able to choose who supports them and how they are supported
- they are respected as an individual
- supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

6.2 Additional Provider-Specific Terms and Conditions

This variation applies the 2023/2024 General Price increase.

You will receive a lump sum payment in lieu of back-payment for HSHM, HSPC and HSNS services paid through CCPS and delivered between 01 July 2023 and 29 October 2023, which will be in full and final settlement of back pay obligations. This excludes IFHM and IFPC services.

Increases to personal budgets will be actioned through Socrates and will be applied to all open support allocations at the time of uplift.

The Guaranteed Hours service is being extended to 30 June 2024.

This variation also updates the HCSS Service Specification, details of these changes are recorded in Addendum one sent with this variation.

Contract Periods

Invoicing must be split into the relevant contract and rate periods. Services that were delivered before the new rate was applied must be invoiced separately to services that were delivered in the period after the rate was applied.

7 Signatures

Signed as an agreement

for and on behalf of the **Ministry for Disabled People** as follows:



Authorised Signatory

31 October 2023

Date

Name: Doug Funnell

Position: General Manager Operations

Signed as an agreement

for and on behalf of the **Provider** as follows:



Authorised Signatory

30/10/2023

Date

Name: Haehaetu Barrett

Position: CE

Addendum One

The Parties agree that this Agreement is varied as follows.

The HCSS Service Specification contained in previous Variations continue to apply except for the following to give effect to the new Health and Disability Services Standard.

- I. In the definition of 'Approved Service Standard' the references to the 'Home and Community Support Sector Standard (NZS8158:2012)' are deleted and replaced with 'Ngā Paerewa Health and Disability Services Standard (NZS8134:2021)'.
- II. All references to 'Home and Community Support Sector Complaints' are deleted and replaced with Appendix 1 (noted below) – Home and Community Support Sector Complaints Categorisation Guidance. The completed reporting template (noted as Appendix 3 below) must be submitted to your Portfolio Manager.
- III. The following clause is added (Tier 2 service specification):
We both acknowledge your obligation to comply with the Ngā Paerewa Health and Disability Services Standard NZS 8134:2021 and, in particular, your obligation to:
 - a) improve the experience and outcomes of clients and their whānau
 - b) ensure the Services are equitable and, in relation to clients who identify themselves as Māori or as a Pacific person, the Services are underpinned by Māori or Pacific world views
 - c) opportunities for clients and their whānau to make decisions about their own care and support in order to achieve their goals; and
 - d) ensure all providers of Whaikaha services have access to a tool (appendix 3 below) which encourages Providers to monitor disabled people's responses towards raising service quality concerns/complaints.
- IV. You must be compliant with partially new standards for Ngā Paerewa certification and surveillance audits for HCSS and other Whaikaha agreements by 1 August 2023 and fully new standards by 1 February 2024.
- V. The transition period for either partial or full compliance with these standards is as identified by HealthCERT, which is responsible for administering and enforcing the Safety Act legislation requirements, for issuing certificates, reviewing audit reports, and managing related legal issues.

1. Remainder of the Agreement

The remaining terms and conditions of the Agreement are confirmed in all respects

2. Execution

To formally record your agreement to the terms and conditions set out in this addendum, please sign the attached Variation.

APPENDIX 1

Home and Community Support Sector Complaints Categorisation Guidance

Whaikaha - Ministry of Disabled People Services

Background

In 2011 the Office of the Auditor-Generals' report on home-based support noted that there are very few recorded complaints about services. In response to this, the Ministry of Health worked with Home and Community Support Service (HCSS) representatives to develop resources for consumers that encourage initially disabled people / service users to raise concerns/complaints.

This complaints categorisation and reporting process was piloted in 2013/14 and included in all Whatu Ora NZ Health HCSS agreements in 2015. Over time, inconsistent reporting of complaints eroded the use and effectiveness of the original reporting process and template. Providers and funders have since updated the process and agree when used consistently by all publicly funded service providers there is opportunity to moderate or reduce disability service disruptions and interruptions.

What is a Complaint?

A complaint can be defined as any expression of dissatisfaction on a client's behalf to a responsible party.

Disabled People or their family/whānau may not always use the word complaint when they contact their HCSS Provider – it may be couched as a negative comment, concern, or opportunity for improvement, but it is important to recognise these as complaints under the complaints process.

Examples of complaints that your organisation might receive are a:

- staff member being careless; compromising safety or the safety of anyone they are working around (for example, by not using equipment properly); or not completing tasks properly
- staff member manages their time poorly (for example, frequently arriving late at a client's home) or even not turning up at all, without warning or good reason
- staff member being abusive (physical, verbal, or emotional)
- staff member being dishonest
- nurse performing an incorrect procedure.

A client may have a niggle that can become a major concern so treat niggles under the complaints process – it does not mean a full investigation will occur but will mean the niggle will have visibility, can be easily resolved, and will contribute to wider improvement across the HCSS organisation.

Building the Right Culture

Providers of HCSS and associated services need to foster a culture of openness and transparency and have a philosophy of 'putting things right' to improve services that will encourage complaints and concerns to be raised.

Staff need to know that an increase in the number of complaints is not a symptom of a deteriorating service. Therefore, they need to see the outcome from complaints and how this information is used positively by the organisation.

For front-line staff, a mechanism needs to be in place for reporting complaints that may have been resolved 'on the spot' to ensure they have visibility to the HCSS provider. It is often these easily resolved complaints that provide useful insights to improving service quality.

The Whaikaha website page '*Shaping the future in Partnership....*) [Home | Whaikaha - Ministry of Disabled People](#) provides information to advise service users of their rights including the right raise a concern or make a complaint. Disability service providers will assist in this approach by keeping a record, for reporting purposes, of all complaints from service users and their whānau as part of an integrated (Whaikaha, Whatu Ora, ACC, Aka Whaiora) complaint management and reporting system.

Process for Categorising Complaints

There are three steps required when categorising your organisation's complaints.

Step 1: Categorise

Consider the concern/complaint your organisation has received and categorise using Table 1. If the complaint fits more than one category, then select the **lead** category.

Table 1: Categorisation table

Complaint Categorisation for Reporting to Funder	Health & Disability Commissioner (HDC) Rights
Attitude	RIGHT 1: Right to be Treated with Respect RIGHT 3: Right to Dignity and Independence
Discrimination & Harm	RIGHT 2: Right to Freedom from Discrimination, Coercion, Harassment, and Exploitation
Service Delivery	RIGHT 4: Right to Services of an Appropriate Standard
Communication	RIGHT 5: Right to Effective Communication RIGHT 6: Right to be Fully Informed RIGHT 7: Right to Make an Informed Choice and Give Informed Consent RIGHT 9: Rights in Respect of Teaching or Research
Advocacy	RIGHT 8: Right to Support RIGHT 10: Right to Complain

For example:

THE PHONE CALL...I am disappointed in the service that my mother received this week from her support worker.

My mother had family visiting when the support worker arrived over an hour late. The support worker failed to introduce herself to the visitors, and when my mother was receiving her shower the bathroom door was left open, so everyone could hear what was being said about toileting, cleaning dentures...

THE APPROACH TO CATEGORISING ...When categorising the complaint consider which HDC RIGHT has been most impacted. You might consider Attitude (failing to close the door thereby not treating the person with respect and dignity) or Communication (failing to notify the client she would be late). Select

Step 2: Evaluate

Evaluate the impact of the concern/complaint utilising the likelihood and consequence matrix in Table 2. For all complaints report the actual outcome and for all concerns rate the potential outcome. Management of the concern/complaint depends on the level of risk to a client, staff, or organisation.

Table 2: Likelihood & consequence matrix for Home & Community Sector complaints³

		CONSEQUENCE CATEGORY					
		Minimal	Minor	Moderate	Major	Severe	
		That is related to the process of support and differs from the expected outcome of that care					
LIKELIHOOD CATEGORY	Rare	Unlikely to recur – may occur only in exceptional circumstances i.e. >five years	4	4	3	2	1
	Unlikely	Event may occur at some time in the next two to five years	4	4	3	2	1
	Moderate	Is expected to occur within the next one to two years	4	3	2	2	1
	Likely	Will probably occur at least once in the next four-12 months	4	3	2	1	1
	Almost Certain	Almost certain to occur at least once in next three months	4	3	2	1	1

³ 1 Adopted from the Health Quality and Safety Commission SAC Framework

Step 3: Severity Assessment & Reporting Process

Determine the Severity Assessment Code (SAC). The SAC Matrix (Table 3) assists organisations to prioritise and classify incidents based on severity. The scoring system provides clear direction about complaints reporting requirements.

Table 3: SAC coding and reporting process

Severity Assessment Coding (SAC) and Reporting Process	
SAC4	Low Risk - Action required per your organisational policy - May include in report to funder if considered relevant (eg., health sector issue or learning)
SAC3	Medium Risk - Action required per your organisational policy - Report to District funder if there is potential media interest immediately - Report in quarterly report to District funder
SAC2	High Risk - Action required per your organisational policy - Complete Reportable Events Brief (REB)² Part 1 and send to HQSC within 15 working days³, Notify District funder by phone or email within 3 working days or report immediately to District funder if there is potential media interest - Report in quarterly report to District funder
SAC1	Extreme Risk - Immediate action required per your organisational policy Complete Reportable Events Brief (REB)² Part 1 and send to HQSC within 15 working days³ Notify District funder by phone or email within 24hours or report immediately to District funder if there is potential media interest - Record in quarterly report to District funder

Whaikaha acknowledges that HCSS and related service providers will respond to and manage complaints in alignment with the new Paerewa Home and community support sector Standard and their own organisation's policies. However, where there is a potential for media interest, providers are requested to inform their Whaikaha Portfolio Manager in these events. This will allow Whaikaha to provide support, where indicated and respond in a timely manner to media questions.

For more information on the Health Quality and Safety Commission's 'National Reportable Events Policy' please click here: <http://www.hqsc.govt.nz/our-programmes/reportable-events/national-reportable-events-policy/>. This hyperlink also provides questions and answers on the policy, the Reportable Events Brief (REB) and related resources.

Appendix 2: Examples of Consequences

Table 4 provides examples of concerns/complaints an organisation may receive. The examples listed here are not exhaustive and should only be used as a guide to assist in determining the consequence of the concern/complaint.

Remember that any expression of dissatisfaction should be recorded, even if it is resolved on the spot. It does not need to be a formal complaint to be captured in this process

Table 4: Examples of Consequences

Minimal	Minor	Moderate	Major	Severe
That is related to the process of support and differs from the expected outcome of that care.				
Poor attitude of staff member to client Staff member unintentionally breaks client property of low monetary value Allegation of theft less than \$50 which is unsubstantiated Action of staff member that results in an alleged privacy or confidentiality breach (verbal) to one person only Non-threatening sexual inappropriateness such as dress standard Complaint related to client misunderstanding of support available through needs assessment Miscommunication between staff or client and staff that effects client	Service delivery action or inaction that results in first aid treatment Staff member actions such as alleged theft less than \$100 client chooses not to take to Police for investigation Action of staff member that results in an alleged privacy or confidentiality breach to an identified group of people Interruptions in service delivery resulting in client dissatisfaction Staff member unintentionally damages client property of high monetary value Cultural breach by staff member Crossing of professional boundaries resulting in client/family/whānau dissatisfaction	Client has sought advocacy support from the Nationwide HDC4 Advocacy Service Staff member actions such as alleged theft of an item value greater than \$100 where the client chooses not to take to Police for investigation Action of staff member that results in an alleged privacy or confidentiality breach that attracts local media attention Threatening sexual inappropriateness such as language used or touching History of non-witnessed abrasions/bruising	Any incident as a result of action or inaction requiring the need for the client to visit a health professional e.g., fall resulting in fracture Action or inaction that results in referral to external agency or police intervention Complaint made to the HDC regarding a client's support Staff members actions such as proven theft resulting in instant dismissal of staff member Action of staff member that results in a privacy or confidentiality breach that attracts regional media attention Sexual inappropriateness such as touching resulting in referral to police Interruption in service delivery resulting in a threat to client's safety (at home)	Staff member actions such as theft that results in a criminal conviction Action of staff member that results in a privacy or confidentiality breach that attracts nationwide media attention Allegation of rape Crossing of professional boundaries resulting in dismissal of the staff member

Appendix 3

HCSS and Related Services Complaints Reporting Template

Reporting Period				
☐ Quarter 1 (July-Sept)	☐ Quarter 2 (Oct – Dec)	☐ Quarter 3 (Jan – Mar)	☐ Quarter 4 (April – June)	
Complaint Categorisation	Number of complaints received & closed			
	SAC4	SAC3	SAC2	SAC1
<i>Attitude</i>				
<i>Discrimination & Harm</i>				
<i>Service Delivery</i>				
<i>Communication</i>				
<i>Advocacy</i>				
TOTAL				
SAC1 & SAC2 Reporting Summary <i>If you have recorded SAC1 & SAC2 events in the reporting period, please provide details so the DHB funder can cross reference this. If you have received more than one SAC1 or SAC2 complaint, please copy and add rows as required.</i>				
Date reported to funder				
Reported by				
Person reported to at District				
Narrative report for any complaint open for longer than 6 months.				

Disability Support Services Outcome Agreement Variation

Ministry for Disabled People
(known as Whaikaha – Ministry of Disabled People)

and

The LIFEWISE Trust

Provider number	658836
Contract name	Home and Community Support Services
Variation start date	01 July 2024
Expiry date	31 October 2025
Contract number	261666 / 14

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2	Variation to the Outcome Agreement	2
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6	Provider Specific Terms and Conditions	5
7	Signatures	6

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Outcome Agreement Variation

Section A

1 Introduction

- 1.1 In 2015 the Purchasing Agency and the Provider entered into an Outcome Agreement to provide Home and Community Support Services. The Outcome Agreement started on 1 November 2015 and ended on 31 October 2020.
- 1.2 Pursuant to clause 15.2 of the Framework Terms and Conditions, the Provider and Purchasing Agency agree to the changes described below.

2 Variation to the Outcome Agreement

This is the 14 Variation to the Outcome Agreement. This Variation begins on 01 July 2024 and ends on 30 June 2025.

This variation to the Outcome Agreement changes the term.

3 All other terms and conditions remain in effect

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

Section B

4 Details

The following details apply to this Variation

Provider name	The LIFEWISE Trust
Provider number	658836
Contract number	261666 / 14
Variation start date	01 July 2024
Variation end date	30 June 2025

5 Variation detail

5.1 Payment Table

Details of all purchase units which apply to this Variation. Details in this section relate to Appendix 5 of the Agreement

Purchase unit ID	Purchase unit description	Total price (excl GST)	GST rate %	Payment type
IBT0001	IBT Part B – Unfilled guaranteed hours - Guaranteed Hours	\$36,972.88	15	CMS
Total price of all services		\$36,972.88		

5.2 Payment Details

5.2.1 Price

The price we will pay for the service you provide is specified above. Note that all prices are exclusive of GST.

5.2.2 Invoicing

We will pay you on the dates set out in the Payment Details for the services you provide in each invoice period so long as we receive a valid GST tax invoice from you. The invoice must meet all legal requirements and must contain the following information:

- (a) Provider name (legal entity name)
- (b) Provider number (legal entity number)
- (c) Provider invoice number
- (d) Contract number

- (e) Purchase unit number or a description of the service being provided
- (f) Date the invoice is due to be paid/date payment expected
- (g) Dollar amount to be paid
- (h) Period the service was provided
- (i) Volume, if applicable
- (j) GST rate
- (k) GST number
- (l) Full name of Funder

5.2.3 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Health New Zealand | Te Whatu Ora
Private Bag 1942
Dunedin 9054

5.2.4 Payment Schedule

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:	Amount (excl GST)
04 July 2024	14 June 2024	July to September 2024	\$9,243.22
03 October 2024	13 September 2024	October to December 2024	\$9,243.22
06 January 2025	17 December 2024	January to March 2025	\$9,243.22
03 April 2025	14 March 2025	April to June 2025	\$9,243.22
Total			\$36,972.88

6 Provider Specific Terms and Conditions

6.1 EGL Principles

The EGL Principles are the foundation of Disability Supports and are summarised in the table below.

Self-determination	Disabled people are in control of their lives.
Beginning early	Invest early in families and whānau to support them; to be aspirational for their disabled child; to build community and natural supports; and to support disabled children to become independent, rather than waiting for a crisis before support is available.
Person-centred	Disabled people have supports that are tailored to their individual needs and goals, and that take a whole life approach rather than being split across programmes.
Ordinary life outcomes	Disabled people are supported to live an everyday life in everyday places. They are regarded as citizens with opportunities for learning, employment, having a home and family, and social participation - like others at similar stages of life.
Mainstream first	Disabled people are supported to access mainstream services before specialist disability services.
Mana enhancing	The abilities and contributions of disabled people and their families are recognised and respected.
Easy to use	Disabled people have supports that are simple to use and flexible.
Relationship building	Supports build and strengthen relationships between disabled people, their whānau and community.

Successful Disability Supports occur when the EGL Principles have been embedded in provider practice.

The Disabled Person needs to be satisfied that:

- they have been able to choose who supports them and how they are supported
- they are respected as an individual
- supports are assisting them progress towards their desired outcomes
- they have the support that they require to be able to exercise the level of self-determination and management they wish over their supports.

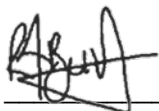
6.2 Additional Provider-Specific Terms and Conditions

This variation applies a one-year extension to the IBT Guaranteed Hours funding.

7 Signatures

Signed as an agreement

for and on behalf of the **Ministry for Disabled People** as follows:



13/08/24

Authorised Signatory

Date

Name: Rachael Burt

Position: Group Manager, Enabling Good Lives

Signed as an agreement

for and on behalf of the **Provider** as follows:



6 August 2024

Authorised Signatory

Date

Name: Haehaetu Barrett

Position: Chief Executive Officer

Disability Support Services

Tier Two Service Specification

Individual Funding Services

Purchase Unit Code: DSS-IFA

Introduction

New Zealand is a signatory to the United Nations Convention on the Rights of Persons with Disabilities. Whaikaha – Ministry of Disabled People (“the Ministry”) supports the objectives of the Convention.

Its aim is to build on the vision contained in the New Zealand Disability Strategy of a fully inclusive society. New Zealand will be inclusive when people with impairments can say they live in. ‘A society that highly values our lives and continually enhances our full participation.’

With this vision in mind, the Ministry aims to enhance disabled people’s quality of life and enable their community participation and maximum independence. This is achieved by creating linkages that allow disabled people’s needs to be addressed holistically, in an environment most appropriate to them.

The Ministry seeks to ensure that people with impairments experience autonomy on an equal basis to others. Support options are required to be flexible, responsive and needs based. They must focus on the person and, where relevant, their family and whanau, and enable people to make informed decisions about their own lives.

(NOTE: Subsequent references in this document to “the Person” or “people” should be understood as referring to a person/people with impairment(s). There are circumstances where this may include chosen significant others, but for clarity if there is any dispute between the person with an impairment and his/her significant other(s), the person’s views take precedent unless the person is shown to have diminished responsibility.

Preamble

- 1.1 Throughout this document there are some terms that are always shown with a capital letter, such as Person and People; capital letters are used where that term is defined in the glossary.

Introduction

- 2.1 This Service Specification is for the provision of Individualised Funding Host Services (the Services) by the Individualised Funding Host Provider (the Host Provider) to enable People who need support in their home and community to manage their Support Allocation.

Who the Services are for

- 3.1 To access Services a Person must be referred to the Host Provider by a Needs Assessment Service Coordination organisation (NASC) contracted by the Ministry.
- 3.2 Individualised Funding is available for People who:
- 3.2.1 meet the criteria determined under current government policy, including Disability Support Services' (DSS) definition of being disabled; and
 - 3.2.2 have a Support Allocation by a NASC Approved Assessor, which is currently available to be managed by Individualised Funding. Service types currently available are Home and Community Support Services (HSCC) as described in Appendix 1, and Flexible Family Respite as described in Appendix 2, or a combination of these service types; and
 - 3.2.3 have had a discussion with the NASC to determine if Individualised Funding is a suitable option for them and confirmed that the Person will be responsible for all contracting and employment responsibilities associated with purchase of the Support Services including the management of the quality of the care provided.

Why is the Service Purchased?

- 4.1 The Person receives Disability Support Services to support them to live an everyday life. An everyday life for the Person may include the ability to live in their home and take part in family and community life.
- 4.2 Individualised Funding offers the Person the ability to:
- 4.2.1 choose their Host Provider
 - 4.2.2 choose their Support Provider and Support Service delivery plans
 - 4.2.3 employ their own Support Provider
 - 4.2.4 manage the payment for services of the Support Providers
 - 4.2.5 purchase Support Services from more than one Support Provider; and
 - 4.2.6 manage all aspects of service delivery.

What the Services Offer

All People entering into Individualised Funding arrangements can expect to receive the following levels of service from their chosen Host Provider.

5.1 *Service Level 1 – all the following Services:*

- 5.1.1 The provision of Individualised Funding set-up advice, information, support and coaching to People to manage their own Support Allocation. This includes the provision of an information pack with the required forms, templates and background material required to manage their own Support Allocation.
- 5.1.2 The provision of Invoicing Mechanism services allowing People to authorise Host Providers to invoice the Ministry against the Person's Support Allocation and make payments (excluding payroll services), for Support Services delivered.
- 5.1.3 Collection of information from the Person to verify the delivery of the Support Services (such as timesheets or invoices from staff) prior to invoicing the Ministry.

5.2 *Flexible Service Options – those Services the Person chooses to purchase*

- 5.2.1 Host Providers can determine what service options they will offer to assist with the management of Support Allocation and Support Services beyond Service Level 1. Examples of additional services levels (and components of) are given below.

Service Level 2 Option	The provision of a payroll mechanism allowing People to authorise Host Provider to make payments to employees. The provision of a payroll system will include management of sick leave / annual leave, ACC, Tax and Kiwisaver obligations on behalf of the Person.
Service Level 3 Option	The provision of other functions associated with employing staff. These functions may include recruitment, staff training, a bureau function and membership of associations. Other overhead and support services such as accounting, administrative or legal support

- 5.2.2 The Person may choose whether to accept one or more of these Flexible Service Options. If the Person does choose one or more Flexible Service Options, the Person will then be directly responsible for meeting any payment agreed with the Provider for those Services.

- 5.2.3 Individualised Funding Host Providers should make their additional Flexible Service Options known to NASCs so that

People are able to make an informed choice when selecting their Individualised Funding Host Provider.

Extent and Flexibility of services

- 6.1 Individualised Funding Host Services enables the management of the Support Allocation where the Person can exercise choice, control, and flexibility to determine what Support Services they will require, the Support Provider who will provide those Support Services and when, where, and how their supports are provided.
- 6.2 The Support Services that may be purchased by the Person must be those identified in the Support Allocation. The Support Services must be of the type described in the service specifications attached as Appendix 1 and 2 (as applicable) but do not have to be purchased from a Ministry contracted Support Provider.

How a Person gets Support

- 7.1 If it is agreed that the Person wishes to manage their own supports, the NASC will discuss the option of Individualised Funding with them. If the Person wants to use Individualised Funding and is able to manage a budget and direct how Support Services will be provided (or have someone in the support network who can take on this responsibility), then a referral can be made for Individualised Funding.
- 7.2 A NASC staff member will talk with the Person to identify what support the Person may need to be able to lead an everyday life within their home and community. The NASC staff member will then set Goals with the Person and talk about the type or amount of services the Person will receive and write a Support Plan which will record the Support Allocation.
- 7.3 The Person will then be referred to the Host Provider by the NASC Staff Member. The referral will specify a start date for Services delivery.
- 7.4 The Host Provider will contact the NASC Staff Member to confirm acceptance of the referral and to confirm the start dates for the Services and the Support Services delivery.

What the Host Provider must do

The Host Provider must:

- 8.1 Provide set-up advice, information, support and coaching to People, to establish and manage their Support Allocation including:
- 8.1.1 Meeting with the Person and their nominated agent(s) to explain options for Services offered by the Host Provider to support the Person to manage their Support Allocation and Support Services.
 - 8.1.1.1 Initial contact is expected to be within 5 working days of the referral from the NASC being received, within 10 working days.
 - 8.1.2 The Host Provider is to assist the Person on an ongoing basis with:
 - 8.1.2.1 their decisions on how Support Services are to be managed, purchased and delivered within their Support Allocation, including budget oversight
 - 8.1.2.2 support and monitoring of the Person's capacity to manage the administrative requirements of Individualised Funding
 - 8.1.2.3 updating the Individual Service Plan throughout the period during which the Host Provider provides Services to the Person.
 - 8.1.3 Review of the Support Plan and development of an Individual Service Plan (ISP) for the Person, during one or more meetings with the Person and their nominated agent(s).
 - 8.1.3.1 The ISP must meet or contribute to the achievement of the Person's Goals and meet the needs identified in the Support Plan, as those needs relate to DSS funded services within the Support Allocation.
 - 8.1.3.2 Some of the Goals and or needs may either be funded through other government agencies, (e.g. participation in vocational programmes, support while in hospital), or are personal goals of a nature not funded by the DSS (e.g. overseas travel). Those Goals and needs are not to be included in the ISP.
 - 8.1.4 Completion of the ISP must occur within three weeks from the date of referral, and a copy of the completed ISP be provided to the referring NASC within that three-week period (with a copy of any significant updates to the ISP also provided to the NASC on completion of those updates). The following must be included in the ISP:
 - 8.1.4.1 How the Support Allocation will be used, ensuring that the Support Services to be purchased will comply with the Ministry's Policies and guidelines;
 - 8.1.4.2 How the Support Allocation is to be applied throughout the period for which it is allocated detailing the Support Services to be purchased;
 - 8.1.4.3 The identity and contact details of the Support Provider(s), including named Support Workers where appropriate, who will provide the Support Services;

- 8.1.4.4 Core Services to be provided to the Person (and associated tasks) that must be provided to ensure the Person's safety;
 - 8.1.4.5 The location(s) at which the Support Services are to be provided to the Person;
 - 8.1.4.6 contingency planning;
 - 8.1.4.7 payment instructions regarding who the Host Provider should pay pursuant to clause 8.2.4;
 - 8.1.4.8 Flexible Service Options that may be provided; and
 - 8.1.4.9 a review date for the ISP.
- 8.1.5 Providing an information pack to the Person with all required forms and background material (the pack will include information on ACC, employment law, templates for employment contracts, tax requirements and Kiwisaver).
- 8.2 Operate the Invoicing Mechanism as specified in clause 12, and in the following manner:
 - 8.2.1 Take steps to verify the purchase and delivery of Support Services with the Person;
 - 8.2.2 Receive information from the Person that verifies the delivery of the Support Services (such as timesheets or invoices from staff);
 - 8.2.3 Invoice the Ministry to ensure prompt payment for Support Services delivered in the payment period; and
 - 8.2.4 Pay the Support Provider or the Person (as agreed with the Person) for the Support Services delivered to the Person.
- 8.3 Monitor the quality and hours of Support Services provided as follows:
 - 8.3.1 Work with the Person to ensure that the Support Services purchased are in accordance with current Ministry of Health policies;
 - 8.3.2 Monitor and review the delivery of Support Services as required in this specification;
 - 8.3.3 Submit a review of the Support Allocation at time intervals agreed with the NASC;
 - 8.3.4 Communicate with the NASC when the Person's needs change, requiring a reassessment or review;
 - 8.3.5 Involve the NASC agency in the review if there has been a significant change in support needs; and
 - 8.3.6 Report to the Ministry as outlined in this Agreement.
- 8.4 Develop networks to ensure Individualised Funding consumers are connected and able to share supports or provide mutually beneficial advice and support where appropriate.
- 8.5 Delivery of Flexible Service Options when requested by the Person in accordance with the requirements of this Specification.

Where Services are Delivered

- 9.1 Services will be delivered at the locations as agreed between the Host Provider and the Person.

How the Service is Delivered - Minimum standards of service delivery

- 10.1 The Host Provider must provide Services in accordance with all relevant New Zealand laws and other requirements, including, but not limited to:
 - 10.1.1 *Ngā Paerewa Health and Disability Services Standard NZS 8134:2021*
 - 10.1.2 The Code of Health and Disability Services Consumers' Rights 1996;
 - 10.1.3 The Health Act 1956;
 - 10.1.4 The Privacy Act 1993;
 - 10.1.5 The Health Information Privacy Code 1994;
 - 10.1.6 The New Zealand Disability Strategy 2016-2026; and
 - 10.1.7 All other relevant law including the laws related to tax, employment and health and safety.

Payment details

- 11.1 **Invoicing Mechanism services** – the Host Provider may claim payment from the Ministry for Support Services that have been performed by Support Providers as specified in the ISP:
 - 11.1.1 Once the Host Provider has satisfied the requirements of clause 13 in respect of Support Services provided payment may be claimed by the Host Provider from the Ministry for the funds to make payment for the costs of Support Services.
 - 11.1.2 Invoicing Mechanism services claims for payment from the Ministry will be made on an electronic invoice via CCPS using the DID invoicing format.
- 11.2 **Payment of fees to the Host Provider for performance of Service Level 1.**
 - 11.2.1 For services delivered under Service Level 1, the Host Provider claims the contracted rates.
- 11.3 **Payment to the Host Provider for Flexible Service Options**
 - 11.3.1 Individualised Funding Host Providers can determine their own charges for service options offered beyond Service Level 1. If the Person agrees to purchase any of those services the Host Provider will charge the Person directly for those additional Flexible Service Options provided.

Accountability for utilisation and delivery of Individualised Funding Scheme Services

- 12.1 Accountability for the appropriate expenditure of Individualised Funding rests with both the Person and the Host Provider. The Host Provider will assist the Person to meet their accountability obligations as set out in this clause. The Person's involvement must be respectfully managed, and this will include:
- 12.1.1 making sure the Person is fully informed of their entitlements (and any limitation on those entitlements);
 - 12.1.2 making sure the Person is fully informed of their obligations (including when circumstances intervene that will mean payment should cease, and who they are to inform of those circumstances);
 - 12.1.3 ensuring that they are involved in confirmation that they have received the services in respect of which other parties have claimed payment.
- 12.2 Prior to commencing provision of Services to a Person the Host Provider must ensure:
- 12.2.1 that there is an executed agreement for Services between the Host Provider and the Person/ nominated agent that incorporates all terms necessary to ensure that the Host Provider can meet its obligations under this Agreement. This will include in particular:
 - 12.2.1.1 agreement with the Person to enable the Ministry to have full access to the Person's records and individuals identified in clause 19, and for the Host Provider to be able to facilitate the monitoring and reporting of Support Service delivery;
 - 12.2.1.2 confirmation that money cannot to be paid irrespective of actual delivery of the Support Services, and the methods by which service delivery is to be confirmed;
 - 12.2.1.3 the processes the Person will need to be involved in to verify provision of Support Services to them.
 - 12.2.2 That the Host Provider has obtained the approval of the Ministry to the format of the template Verification Form that the Person will be required to sign to verify delivery and receipt of Support Services. The Host Provider must ensure that the Verification Form contains, at a minimum:
 - 12.2.2.1 full identification details for the Person, and the ISP allocation of Support Services to be provided for the stated period;
 - 12.2.2.2 confirmation by the Person of the existence of a contract between the Person and a Support Provider (which will include an employment contract where appropriate) applicable to the Support Services claimed;
 - 12.2.2.3 the dates and times of the Support Services that were provided during that period covered by the

Verification Form, and identification of the Support Provider(s)/ Support Workers who have performed those Support Services (including the direction for attachment of any relevant copies of third party records such as time sheets or invoices);

12.2.2.4 a declaration by the Person as to the truth and accuracy of the record of Support Services provided, and that the Support Services were provided in accordance with the Ministry of Health policies and guidelines relating to disability support services;

12.2.2.5 provision for the Host Provider to sign confirmation that it has checked the Verification Form and supporting documentation and is satisfied that the Support Services have been provided as claimed.

12.3 The Host Provider must:

12.3.1 prepare and maintain adequate records that sufficiently detail utilisation of Support Allocation both in terms of identification of the Support Provider (and any Support Workers), the amount and the kind of Support Service utilised/purchased, and provide assurance and verify the delivery of Support Services to People;

12.3.2 ensure that there is an independently reviewable record chain demonstrating the performance of Support Services, that includes evidence independent of the recipient of those funds for each Support Service provided. This will include collecting information to verify service delivery of Support Services such as timesheets for Support Workers, or staff, or invoices and obtaining signed Verification Forms from the Person.

12.4 Support Services delivered must be verified by the Person and Host Provider before the Host Provider submits its Invoicing Mechanism services claim to the Ministry to meet the costs of the Support Services performed.

12.4.1 Verification of each of the Support Services purchased must be provided by the Person, with all of the items recorded in clause 13.2.2 satisfied, and the Person must sign the declaration on the Verification Form. The Verification Form must be completed by the Person, and received for checking by the Host Provider, prior to the Host Provider making any Invoicing Mechanism services claims.

12.4.2 The Host Provider must ensure it has verified the Support Services, as required in the ISP, have been performed prior to the Host Provider utilising the Invoicing Mechanism service to seek payment from the Ministry for those Support Services, and it must record this checking process on the Verification Form.

12.4.3 Each completed Verification Form must be kept by the Host Provider and must be made available to the Ministry on request.

- 12.5 Particular care is to be taken by the Host Provider where there are regular identical payments of predetermined amounts and checking procedures will be in place by the Host Provider to confirm Support Services are in fact provided in every instance where a claim for payment is made.
- 12.6 The Ministry of Health must be immediately informed in writing by the Host Provider of any significant risk such as fraud, inappropriate use of Individualised Funding and safety risk to a Person.
- 12.7 Where an over payment has been made, or funding has not been used for the purposes it was provided for, including where Support Services were not delivered as claimed, or not delivered in accordance with the requirements of this Service Specification, the Host Provider must inform the Ministry immediately in writing and must ensure that any such funding is repaid to the Ministry. The consequences for the failure of the Host Provider to meet the requirements of this clause 13 are that the Host Provider:
- 12.7.1 must repay the Ministry any Service Level 1 fees paid for those services; and
 - 12.7.2 must repay the Ministry for any Invoicing Mechanism services claim funding improperly claimed, and
 - 12.7.3 may take appropriate steps to then recover from the Person any such improperly claimed amounts.
- 12.8 The steps that the Host Provider may take to recover funds from the Person may include reduction of Support Services to the Person, calculated against the total Support Allocation budget, to the amount equivalent to the wrongly applied funding, or the Person may repay the amount in monetary equivalent. Other consequences may also follow for the Person, including but not limited to a greater level of management removing some of the choice otherwise available to the Person.

Contingency planning

- 13.1 The Host Provider will ensure that every Person accessing Individualised Funding will have a contingency plan in place for the delivery of Support Services relating to Individualised Funding. If for some reason the usual Support Services cannot be delivered, the Host Provider must ensure that alternative services are part of contingency planning for the Person. The contingency plan should include situations such as:
- 13.1.1 when a Support Worker is on leave or unable to attend
 - 13.1.2 on public holidays
 - 13.1.3 in case of a natural disaster or publicly declared pandemic.

Stopping Services

- 14.1 A Person can contact their NASC to ask for a referral to another Host Provider or to stop the Service.
- 14.2 The Host Provider will stop the provision of Services when:
 - 14.2.1 this Agreement is terminated, or the term of this Service Specification is at an end;
 - 14.2.2 the NASC confirms the provision of Service by the Host Provider is to cease following the request of the Person that this occur (on two weeks' notice);
 - 14.2.3 the period of Support Allocation identified on the NASC referral ends and an extension has not been granted
 - 14.2.4 the Person has been transferred to another Individualised Funding Host Provider or
 - 14.2.5 if the Person dies.

What is not delivered

- 15.1 There are some closely related services that are not covered under this Service specification. Any Service funded by a separate Service specification or agreement through Whaikaha, ACC, Whatu Ora Health NZ or any other government agency, or through a non-government entity directly funded by any of those parties, are not covered under this Service specification.
- 15.2 Gardening and lawn mowing are not included under this Service specification.
- 15.3 Payment of a family carer that lives with the Person unless that person has been assessed as having high or very high disability support needs by the NASC. And then only for Household Management and Personal Care. Respite is explicitly excluded

Effectiveness of the Service - Outcomes expected from the service

Successful services occur when:

- 16.1 The requirements of this Service Specification are fully met in the delivery of Services;
- 16.2 The Person is satisfied with the way in which Services have been delivered. The Person needs to be satisfied that:
 - 16.2.1 they have been, and are, respected as an individual
 - 16.2.2 they have an ongoing voice in, and their wellbeing is central to, the Support Services being delivered

- 16.2.3 progress is made on the Person's Goals
 - 16.2.4 the Goals are regularly reviewed with the Person
 - 16.2.5 they have been able to choose their own caregivers and service delivery plans,
 - 16.2.6 They have been given the option of employing their own staff and managing all aspects of service delivery.
- 16.3 Where the Person is not satisfied with Services a corrective action plan is put in place in a timely manner.
- 16.4 This Service links with any other agencies that provide support services so that they work together to achieve the Person's Goals.
- 16.5 The potential for further injury or decline in the Person's health is prevented or reduced.
- 16.6 Relevant legislation, industry and organisational guidelines and standards are complied with

Reporting

- 17.1 The Host Provider will provide a **three-monthly report** to the Ministry that includes the following performance measures:
- 17.1.1 percentage of People who have attained or maintained their Goals
 - 17.1.2 number of People who express satisfaction with Individualised Funding
 - 17.1.3 number of complaints and number of People involved including the percentage of those complaints resolved and action plan to address any issues
 - 17.1.4 report on Service delivery issues and emerging trends
 - 17.1.5 additional questions around people that are employing family carers that live with them and those hours claims:
 - # people that employ a family member that has the same address
 - # hours that are claimed for those people.
- 17.2 This three monthly report will be completed in the Template Format attached as Appendix 3.
- 17.3 The Host Provider will attend and participate in meetings with DSS at agreed times to discuss service performance and development. These meetings will occur at agreed times.

Evaluation

- 18.1 The Ministry will conduct periodic audits and random checks to ensure that a quality service is being delivered to the approved service standard,

and that supports purchased are relevant and effective, and comply with the requirements of this Service specification.

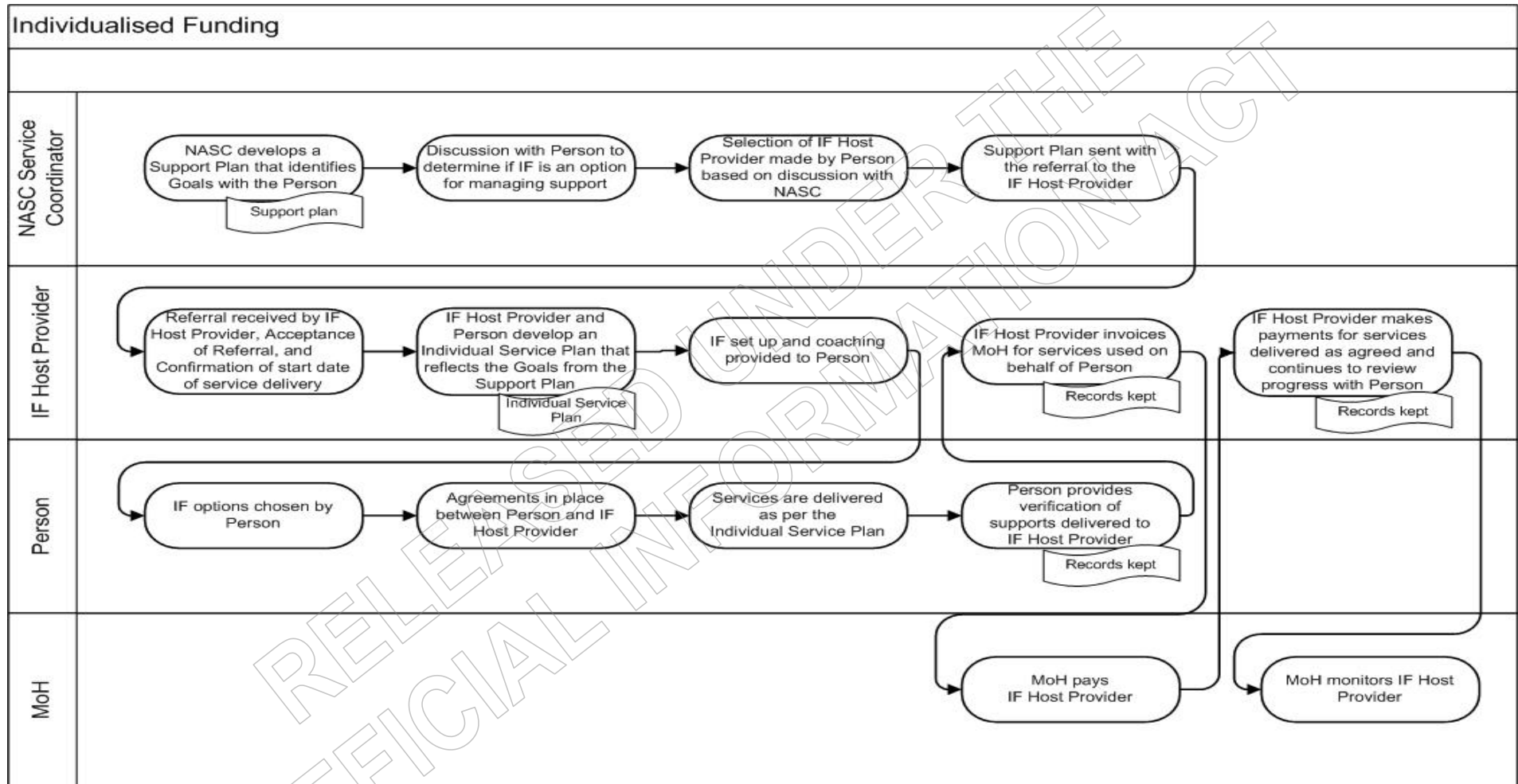
18.2 To achieve this, access to relevant records held by both the Host Provider and the Person may be examined by the Ministry and the agreement between the Person and the Host provider must ensure this access will be available. This includes access to premises and to interview eligible People receiving services, families or whanau of eligible People, staff or other personnel where it is considered appropriate by the Ministry and in accordance with existing contractual arrangements.

18.3 The Ministry may also conduct an:

18.3.1 independent survey to evaluate People's satisfaction with the service.

18.3.2 independent evaluation of service performance and effectiveness against this service specification, and its intended outcomes.

DIAGRAMATIC OVERVIEW OF PROCESS



GLOSSARY

Approved Assessor	An assessment facilitator employed by a Needs Assessment Service Coordination Service organisation (NASC). The Approved Assessor may have the title of Needs Assessment Facilitator or Assessment Facilitator
Approved Service Standard	The Provider is required to maintain Certification as required under the Ngā Paerewa Health and Disability Services Standard NZS 8134:2021. All overarching services must be compliant with partially new standards by 1 August 2023 and must be fully compliant with the new standards by 1 February 2024.
DSS	Disability Support Services of the Ministry
Flexible Service Options	Additional service levels that Host Providers can offer People (and charge for), as part of a menu of services under Individualised Funding
Goal	An aspiration, target, objective or future condition that the Person wishes to achieve in relation to them leading an everyday life.
Individualised Funding	A mechanism that allows People to purchase their own Support Services.
Individual Service Plan (ISP)	A plan agreed with the Person that specifies how the Goals identified in the Support Plan will be met and what Support Services will be provided.
Host Provider	The Individualised Funding Host Provider contracted to the Ministry to provide Services under this Agreement to assist People to purchase and manage their Support Allocation.
Invoicing Mechanism services	These are the Service Level 1 services the Host Provider will provide for the Person that relate to the verification of payments for Support Services provided, invoicing to the Ministry pursuant to the Support Allocation for payment, and payment for Support Services purchased. Payroll services are not included as part of the Invoicing Mechanism services.
Invoicing Mechanism services claim	The claim submitted to the Ministry by the Host Provider for the Support Services performed for the Person by the Support Provider.
Ministry	Whaikaha - The Ministry of Disabled People.
NASC	Needs Assessment and Service Co-ordination organisations. These organisations are funded by the Ministry of Health for People with a lifelong disability usually under 65 years of age. Their roles are first to assess the Person's needs, and then to coordinate other services to meet these needs.
Nominated agent	An individual who is able to make decisions on behalf of the Person that relate to the management of the Persons supports via Individualised Funding.
Person/People	A person who meets the Ministry of Health's definition of disability, and is eligible for support services funded by the Disability Support Services Group. This may also include the Person's nominated representative for the purposes of this Agreement.
Service Level 1	The minimum level of services the Host Providers is expected to provide to People as a way for them to manage their own support services.

Service Level 1 claim	The claim submitted to the Ministry by the Host Provider for the Service Level 1 services provided by it
Services	The Individualised Funding Host Services, including all Service Level 1 services, and selected Flexible Service Options.
Support Allocation	The amount and type of services allocated to a Person by a NASC Approved Assessor, which will govern the Support Services that are available to a Person and are to be incorporated into an ISP.
Support Plan	A plan for the Person agreed with the NASC that specifies the Person's overall Goals and Type or Amount of Services.
Support Provider	The individual(s) or organisation(s) employed or contracted by the Person to provide Support Services.
Support Services	Those services the Person chooses to obtain under their Support Allocation. The Support Services purchased must be of the type identified in the relevant service specification attached as Appendix 1 or 2. These Support Services will be recorded in the ISP.
Support Worker	An individual who is responsible for delivering the service on behalf of a Support Provider. This includes the provision of direct care or support service to the Person and covers all staff who are: (a) Employed (b) Contracted (c) Volunteer Support Workers accountable to the Support Provider.
Verification Form	The template form prepared by the Host Provider, and approved by the Ministry, that is to be used to obtain verification from the Person that Support Services have been provided.

Appendix 1 – Home and Community Support Service Specification Online Link:

[Contracts and service specifications | Whaikaha - Ministry of Disabled People](#)

Appendix 2 – Three Monthly Report Template

Appendix 2: Reporting Template for IF Host Providers
Three-monthly Report
For the provision of the
INDIVIDUALISED FUNDING SCHEME
under the Home and Community Support Services

Service Specification for Disability Services clients Please fill in the following report for services delivered to Disability Services clients.

Instructions to complete this form:

- Enter all information in the grey boxes [fields] below.
 - Fields expand as you type.
 - Use Tab to move to next field.
 - Enter gives a new line for current field.
 - Do not use double quotes his "family", rather use single quotes his 'family' if required.
- The information entered in these fields is being loaded into database.
 This form is primarily designed for capture data, formatting & spell check are not paramount.



Date due	
And send to	DS_Reporting@moh.govt.nz healthpac_m@moh.govt.nz Subject Line: IF monitoring report Questions to: The Manager named on the front of your Agreement

Provider/Vendor legal entity name	
Provider/Vendor trading name (if different from above)	
Provider/Vendor ID No:	
Contract ID No	
Name of person filling out this report	
Contact email for that person	
Phone number for that person	
Date sent	
Reporting period	

A1 Client Feedback Management

Client satisfaction with IF Scheme	Number
Of those clients surveyed, how many clients express satisfaction with the IF Scheme as a way to manage their supports <i>{using satisfaction scale defined in the glossary}</i>	
Of those clients surveyed, how many clients express dissatisfaction with the IF Scheme as a way to manage their supports <i>{using satisfaction scale defined in the glossary}</i>	
Complaint Management	Number
Total number of complaints received from clients about the IF Scheme during this reporting period	
Describe the nature of these complaints	
Number of complaints that have been resolved (i.e. a corrective action plan has been implemented)	
Describe briefly improvements that have been made as a result of complaint monitoring and resolution	
Describe briefly the top three themes coming out in complaints (for example support worker communication or attitude, allegations of abuse, or community integration).	
Total number of positive feedback/compliments received from clients about the IF Scheme during this reporting period	
Describe the nature of this positive feedback	
Describe briefly the top three themes emerging from positive feedback from clients.	

A2 Description of Service Levels and Commentary on activity

Service Level 1
Please describe activities undertaken that meet requirements of this Service Level
The provision of IF set-up and coaching for disabled people to manage their own requirements at each service level.
The provision of an invoicing mechanism allowing disabled people to authorise IF Provider/Host to make payments to service providers, pay support workers and invoice the Ministry for support hours used.

Monitoring and reporting to the Ministry of Health in relation to the support services delivered and the quality of those services.
Establishment of networks for disabled people using IF to enable peer support, sharing of information, and sharing resources such as staff, staff training or a bureau function.
Service Level Option 2 Please describe activities undertaken that meet requirements of this Service Level
The provision of a payroll mechanism allowing disabled people to authorise IF Provider/Host to make payments to employees, pay support workers and invoice the Ministry for support hours used.
The provision of a payroll system will include management of ACC, Tax and Kiwi saver obligations on behalf on the disabled person.
Service Level Options 3 and above Please provide details of the Services offered by you in this category and commentary on recent activity within the reporting period

B3 Service delivery issues

Provider Monitoring Management	Number
Total number of instances where the services purchased have not been delivered	
Describe the nature of these instances where purchased services have not been delivered.	
Describe what systems and processes were put in place to mitigate any risk of this happening in the future	
Total number of instances where services purchased do not meet the HCSS Service Specification	
Describe the nature of instances where services purchased do not meet the Individualised Funding Service Specification.	
Describe what systems and processes were put in place to mitigate any risk of this happening in the future	

Glossary of Definitions

Client Satisfaction Survey – A tool or guideline used to gather formal feedback from clients who receive services from the provider under this service specification. It may be written or oral, and data collection processes may vary between providers, but the following questions must be included (but not limited to) for the purposes of this report:

- Do you think you are making progress towards your goals?
Scale: -2: not at all, -1: some of the time, 0: no opinion, 1: most of the time, 2: always
- Was the way in which your care delivered flexible?
Scale: -2: not at all, -1: some of the time, 0: no opinion, 1: most of the time, 2: always
- Overall, how satisfied are you Individualised Funding as a means to manage your disability support service?
Scale: -2: not at all, -1: some of the time, 0: no opinion, 1: most of the time, 2: always

Clients Surveyed – the people who are receiving IF services under DS funded contracts against the Home and Community service specifications, who are asked the above standardized questions.

Complaints – A Complaints Categorisation and Reporting Process is provided to help Host Individual Funding service report on complaints and aimed at improving our joint monitoring of related service quality compliance requirements.

What is a Complaint?

A complaint can be defined as any expression of dissatisfaction on a client's behalf to a responsible party.

Disabled People or their family/whānau may not always use the word complaint when they contact their HCSS Provider – it may be couched as a negative comment, concern, or opportunity for improvement, but it is important to recognise these as complaints under the complaints process.

Examples of complaints that your organisation might receive are a:

- staff member being careless; compromising safety or the safety of anyone they are working around (for example, by not using equipment properly); or not completing tasks properly
- staff member manages their time poorly (for example, frequently arriving late at a client's home) or even not turning up at all, without warning or good reason
- staff member being abusive (physical, verbal, or emotional)
- staff member being dishonest
- nurse performing an incorrect procedure.

A client may have a niggle that can become a major concern so treat niggles under the complaints process – it does not mean a full investigation will occur but will mean the niggle will have visibility, can be easily resolved, and will contribute to wider improvement across the HCSS organisation.

Quality activity – Formal service improvement activity undertaken by the provider within an identified framework of process, objectives, implementation plans and deliverables.



Disability Support Services

Tier One Service Specification

1. Introduction

This Tier One Service Specification applies to Disability Support Services purchased by Whaikaha, Ministry of Disabled People under an Outcome Agreement, irrespective of delivery setting.

Tier Two Specifications (and Tier Three Specifications, if any) define the service specific requirements funded under this Outcome Agreement and must be read in conjunction with this Tier One Service Specification.

2. Disability Support Services

Whaikaha is a Ministry within the Ministry of Service Development. Whaikaha

We are leading the realisation of true partnership between the disability community and government, and helping drive ongoing transformation across government with, and for, disabled people.

On 1 July 2022, the Government established Whaikaha - Ministry of Disabled People to strengthen the cross-government system and help transform services.

Whaikaha will provide cross-government coordination, stewardship and leadership on issues affecting disabled people. The Ministry will also take on responsibility for transforming Disability Support Services and implementing the Enabling Good Lives approach on a national scale.

Approximately one in four New Zealanders self-identify as having a disability based on data from the 2013 Disability Survey. Disabled people face significant barriers to experiencing positive wellbeing, including disproportionate representation in poverty statistics and experiences of inaccessibility and discrimination.

The Ministry will help lead and coordinate cross-government strategic policy so it will be more joined-up and support the ongoing transformation of disability services across the board.



This will help enable a holistic whole-of-life, whole-of-whānau approach to addressing inequities and realising aspirations and opportunities for disabled people and whānau.

The cross-government work of the Ministry will facilitate greater inclusion of disabled people, with disabled people experiencing improved outcomes in key life areas as a result, leading to positive flow-on impacts for NZ as a whole.

As well as undertaking new responsibilities, the Ministry is taking on most functions previously delivered by the Disability Services Directorate (DSD) in the Ministry of Health (MoH), with DSD staff and services transferring from MoH.

3. DSS Principles

The following Disability Support Service principles will be incorporated in the provision of services by the Provider under this Outcome Agreement. These principles reflect the Purchasing Agency's commitment to the United Nations Convention on the Rights of Persons with Disabilities (UNCRPD), the objectives of the New Zealand Disability Strategy and the Code of Health and Disability Services Consumers' Rights.

3.1 People are individuals who have the inherent right to respect for their human worth and dignity

- a) The individual needs and goals of the person receiving services are met
- b) The rights of the Person to privacy and confidentiality are respected.

3.2 People have the right to live in and be part of their community

- a) Services have as their focus the achievement of positive outcomes for People, such as increased independence, self-determination and integration into their community
- b) Services contribute to ensuring that the conditions of the everyday life of People are the same as, or as close as possible to norms and patterns, which are valued in the general community (normalisation)
- c) Participation in the local community is maximised through physical and social integration
- d) An innovative, flexible approach to meet changing needs and challenges is adopted.



3.3 People have the right to realise their individual capacities for physical, social, emotional and intellectual development

- a) Services promote recognition of the competence of People, and enhance the image of people with a disability
- b) A Person-led approach permeates all services with individualised services appropriately responding to the particular life skills, needs and goals of individual Persons.

3.4 People have the same rights as other members of society to services, which support their attaining a reasonable quality of life

- a) Services form part of a co-ordinated service system with other services available to the general community
- b) There is extensive co-operation and integration with Providers of other support services for people with a disability.

3.5 People have the right to make choices affecting their lives and to have access to information and services in a manner appropriate to their ability and culture

- a) The Person's involvement in decision-making regarding individualised services received is evident
- b) Service provision ensures that no single organisation providing services exercises control over all or most aspects of the life of the Person, unless the Person chooses otherwise
- c) Providers demonstrate that as an organisation they are accountable to people using their service

3.6 People have the same rights as other members of society to participate in decisions which affect their lives

- a) Providers ensure that People are involved (or have advocacy support where necessary to participate) in decision-making about the services, which they receive
- b) People are provided with, and encouraged to make use of avenues for participation in the planning and operation of services, which they receive
- c) Opportunities are provided for consultation with People in relation to the development of the organisation's policy.

3.7 People have the same rights as other members of society to receive services in a manner which results in the least restriction of their rights and opportunities

- a) Opportunities are provided for People to reach goals and enjoy lifestyles which are valued by the individual.

3.8 People have the right to pursue any grievance in relation to services without fear of the services being discontinued or any form of reprimand

- a) Providers ensure appropriate avenues exist for People to raise and have resolved grievances about services, and to ensure that a person raising any such grievance does not suffer any reprisal
- b) People have maximum protection from neglect, abuse and exploitation.

4. Population Outcomes

Population Outcomes form part of the Results Based Accountability framework. The Population Outcomes relate to the wellbeing of an entire population rather than the clients of a single service or provider. Population Outcomes are not the responsibility of any one provider, agency, service or programme.

The Outcome Statements for disabled people in New Zealand and their family/whānau and carers provide a “Line of Sight” from service level activity to wider population level outcomes. The Provider contributes to these outcomes but is not accountable for progress under the Population Outcome Statement.

For the purposes of this Population Outcome Statement the definition of disabled people is all *disabled people in New Zealand* (not just those People using Disability Support Services).

4.1 Experience Statements

The Experience Statements provide context for the Population Outcome Statement and illustrate what the population group might experience if the outcome statement was being met.

4.2 Population Indicators

Population indicators are the measures the Purchasing Agency uses to track progress towards the Outcomes described in the Population Outcome Statement. Providers are not measured directly against these indicators but contribute to these as part of a suite of disability support services funded by the Purchasing Agency.



Outcomes for People using specific services are measured via Performance Measures contained in Tier Two Specifications.

Population Indicators are likely to change over time as Whaikaha improve collection and measurement tools to support the Outcome Statement.

4.3 Population Outcomes Table

The table below illustrates the DSS Population Outcome Statement, Experience Statements and Population Indicators.

Disabled People in New Zealand are safe, healthy, have choice and control and are equal citizens			
<i>Are SAFE</i>	<i>Are HEALTHY</i>	<i>Have CHOICE & CONTROL</i>	<i>Are EQUAL CITIZENS</i>
• Feel safe and are safe in multiple environments (that is, at home, in the wider community and at work) • Have a 'voice'; are empowered to communicate, are heard and decisions are acted upon • Are free from all forms of abuse • Are respected and valued by others in the community • Have trust-based relationships with others.	• Have a balanced sense of wellbeing/whānau ora; which encompasses cultural, physical, mental and spiritual elements • Are active in their culture or faith of choice • Have role models and role model positive lifestyles and choices • Lead self-determined wellbeing and support others in their wellbeing journey.	• Have a home of their choice • Have the support, information and other resources needed to achieve effective communication and get on with life • Have nurturing and loving relationships with others • Have a job of choice • Have an education of choice • Have the information needed to make informed choices and lead lives to the fullest • Can fulfil self-determined aspirations • Are financially secure and free from poverty. • Have access to transport for	• Are treated with dignity and respect • Are acknowledged and valued • Have a wide range of positive relationships with social and professional peers • Are welcomed in the community and are valued as equal and also diverse members • Are actively engaged as leaders and decision-makers • Are aware of and exercise rights and duties • Support and benefit from Te Tiriti O Waitangi principles.



		participation in the community and recreational pursuits	
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Population Indicators

Rate of reported abuse.	- Rate of Emergency Department admissions - Depression rate - Life expectancy - Enrolment rate with Primary Health organisations - Rate of annual health checks.	- Rate of personal budget use - Rate of disabled people with qualifications - Employment rate.	- Access rate by Māori to DSS services - Access rate by Pacifica peoples to DSS Services - Access rate by Asian people to DSS Services.
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4.4 Carer Outcomes Statement

DSS also has a responsibility to carers, family and whānau of disabled people. The table below details the Population Outcome Statement for this population group.

Family/ whānau and carers in New Zealand are healthy, supported, valued and enjoy life

- Families/whānau and carers of disabled people:
 - Feel valued and are appreciated for the skills, roles and contributions made
 - Have a balanced sense of wellbeing / whānau ora; which encompasses cultural, physical, mental and spiritual elements
 - Feel well and are supported to stay well
 - Are active and engaged learners and have access to training and education to meet people's needs
 - Have the information and resources needed to fulfil their roles of choice
 - Are respected for their diversity and choices
 - Are culturally safe and supported
 - Are financially stable
 - Enjoy life and live life to the fullest
 - Fulfil collective and individual goals and aspirations
 - Have trust-based and mutually respectful relationships with their loved ones
 - Are included in communities of choice
 - Are identified as being part of Hapū and Iwi.

Population Indicators

- Carer depression rate
- Carer injury rate
- Rate of carer uptake of the carer support subsidy
- Employment rate.



5. Eligibility

People able to access Disability Support Services are those who are eligible for New Zealand Public Health Services, according to the Guide to Eligibility for Publicly Funded Health and Disability Services in New Zealand available on the Whaikaha Website, and who have been assessed with a physical, intellectual or sensory disability, including ASD (or a combination of these) which:

- a) Is likely to continue for at least six months.
- b) Limits their ability to function independently, to the extent that ongoing support is required.

Generally, Services funded by the Purchasing Agency are available to those under the age of 65 years. The major exception to this is Equipment Support Services funded by the Purchasing Agency, which are available to eligible disabled people of all ages.

The Purchasing Agency will also fund Services for people with:

- a) Some neurological conditions that result in permanent disabilities.
- b) Some developmental disabilities in children and young people, such as autism.
- c) Physical, intellectual or sensory disability that co-exists with a health condition and/or injury.

Specific eligibility and access criteria to Services provided under this Agreement are defined as part of the attached Tier Two Service Specifications.

The Purchasing Agency generally does not fund Services for people whose primary diagnosis is for:

- a) Personal health conditions such as diabetes or asthma.
- b) Mental health and addiction conditions such as schizophrenia, severe depression or long-term addiction to alcohol and drugs.
- c) Conditions more commonly associated with ageing such as Alzheimer's disease.

Disability support services are also not funded for most people with impairments such as paraplegia and brain injury caused by accident or injury.

6. Cultural Acceptability

6.1 Cultural Values

The Provider will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each Person's culture is acknowledged and respected.



The Provider will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that services provided are effective.

6.2 Services to Māori

All contracted providers, whose service users may include Māori, shall demonstrate in their Quality Plan how the policies and practices of their provider organisation and service delivery shall benefit Māori. This reflects objectives of the New Zealand Disability Strategy, to ensure that mainstream providers of disability services are accessible to, and culturally appropriate for, disabled Māori and their whānau.

This approach also reflects the priorities of the Disability Support Services Māori Disability Strategy – Whāia Te Ao Mārama, including:

- Improved outcomes for Māori disabled
- Better support for whānau
- Good partnerships with Māori
- Responsive disability services for Māori.

6.3 Services to Pasifika

Services to Pasifika are to recognise differences especially as they relate to linguistic, cultural, social and religious practices. The Provider must develop and maintain linkages with key cultural groups in order to facilitate consultation and in planning, implementation, monitoring and review of services.

The Provider will deliver services to Pasifika and their aiga in accordance with the priorities set out in Faiva Ora – the Disability Support Services' Pacific Disability Plan. These are:

- Pasifika are aware of and understand disability issues and know how to access disability services
- Disability support services meet the needs of Pasifika People
- Pasifika family members and carers are supported to provide effective care.

Services to Pasifika peoples will be provided in accordance with the 'Organisational Guidelines for Disability Support Services: Working with Pasifika People with Disabilities and their Families' (Le Va September 2014).



7. Quality Management

The Provider is required to develop, document, implement and evaluate a transparent system for managing and improving the quality of services, mitigating risks and ensuring quality management and governance to achieve the best outcomes for People.

7.1 Written Policy, Procedures, Programme, Protocol, Guideline, Information, System or Plan

Where the Provider is required to develop a written policy, procedure, programme, protocol, guideline, information, system or plan in order to meet any specification under the Outcome Agreement, the Provider will develop such a document and demonstrate systems for reviewing and updating all such documents regularly.

7.2 Quality Plan

The Provider will have a Quality Plan designed to improve outcomes for People. This plan may be integrated into regular business plans. The plan will outline a clear quality strategy and will identify the organisational arrangements to implement it. The plan will be of a size and scope appropriate to the size of the Provider's organisation and services, and will at least include:

- an explicit quality philosophy
- clear quality objectives
- quality improvement and risk management systems
- systems for monitoring and Quality Audit compliance
- designated organisational and staff responsibilities
- input from People into services and into development of the Quality Plan
- how the Purchasing Agency will address Māori issues including recognition of:
 - i. Māori participation with Strategic, Governance, Management and Service Delivery planning, implementation and review functions
 - ii. Māori as a Government Health Gain priority area
 - iii. Māori Health priority areas
 - iv. The Ministry Māori Health and Disability Policy and Strategies, and the Māori Health Clause Appendix 6 of the Outcome Agreement
 - v. Māori specific quality specifications, monitoring requirements and service specific requirements.



7.3 Employee's Registration, Education and Training

- a) All employees will receive disability awareness training, including education on the rights of people with disabilities (with reference to the UNCRPD and the Code of Consumers Health and Disability Rights), disability values and appropriate attitudes towards people with disabilities.
- b) Employees will, where relevant, be registered with the appropriate New Zealand statutory body (including the relevant health professional organisations), and will hold a current New Zealand practising certificate.
- c) Employees will receive orientation and ongoing support and training to enhance service delivery, including access to continuing education to support maintenance of professional registration and enhancement of service delivery/clinical practice, and to ensure practice is safe and reflects knowledge of recent developments in service delivery.

The Ministry encourages providers to support their staff to attain Foundation Skills Level 2 of the National Certificate in Health, Disability, and Aged Support as a minimum qualification, or the New Zealand Certificate in Health and Wellbeing (Level 2).

Providers are encouraged to make use of the Let's Get Real: Disability Framework to assess and improve staff competencies: <http://www.tepou.co.nz/library/tepou/lets-get-real-disability>

7.4 Training and Supervision of Trainees and Volunteers

Volunteers and other relevant support employees will receive training to enable them to provide services safely and will work only under the line management supervision and direction of appropriately qualified staff.

Trainees will at all times be clearly identified as trainees and will provide services only under the supervision and direction of appropriately qualified staff.

7.5 Internal Audit Process

The Provider will have in place service audit/peer review processes that incorporate input from relevant peers from similar services.

7.6 Personnel Identification

Staff, trainees or volunteers undertaking or observing service delivery will identify themselves to People and their family/whānau.



7.7 Risk Management

- a) The Provider will have a risk management plan in place to:
 - i. identify key risks including risks to health and safety, People, and financial sustainability
 - ii. evaluate and prioritising those risks based on their potential severity, the effectiveness of any controls and the probability of occurrence
 - iii. manage those risks and where possible mitigating them
 - iv. minimise the adverse impact of internal emergencies and external or environmental disasters on People, staff and visitors
 - v. work with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services
 - vi. manage accidents and hazards to safeguard People, staff and visitors from avoidable incidents, accidents and hazards.
- b) Risk management policies processes and procedures will include definitions of incidents and accidents that are compliant with the Ministry of Health Reportable Events Guidelines, and will clearly outline the responsibilities of all employees, including:
 - i. taking immediate action to minimise further harm
 - ii. reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety
 - iii. debriefing and staff support as necessary.

7.8 Prevention of Abuse and/or Neglect

- a) The Ministry has zero tolerance of any form of abuse or neglect of People using its funded services.
- b) 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 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 Complaints Procedure.
- c) 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.



7.9 Where Services are declined

The Provider will have policies and procedures in place to manage the immediate safety of People for whom entry has been declined and where necessary, the safety of their immediate family/whānau and the wider community. These include:

- Applying agreed criteria for providing services
- Advising the Person and/or their family/whānau of appropriate alternative services
- Recording that entry to the service has been declined, giving reasons and other relevant information.

7.10 Exit from Service

The Provider will collaborate with other services to ensure People access all necessary Services. When a Person is transferred or exits from services and accesses other appropriate services they will do so without avoidable delay or interruption.

The Provider will have policies and procedures for planning discharge/exit/transfer from services. These will facilitate appropriate outcomes as defined with the Person. The policies and procedures will include:

- defined employees' responsibilities for discharge planning
- incorporating discharge planning into the Person's plan of care/service plan, where appropriate from or before admission
- full involvement of the Person in planning service exit
- involvement of family/whānau, including advising them of service exit, as appropriate
- assessment and management of any risks associated with the service exit
- informing the Person on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services
- where appropriate involving the Needs Assessment Service Coordination service, original referrer and the health professional having ongoing responsibility for the Person in planning discharge and informing them of confirmed service exit arrangements
- a process for monitoring that service exit planning does take place, which includes assessment of the effectiveness of the service exit planning programme.



7.11 Death/Tangihanga

The Provider will have policies and procedures to follow in the event of a death including:

- appropriate and culturally sensitive procedures for notification of next of kin
- any necessary certification and documentation
- appropriate cultural arrangements, particularly to meet the needs of Māori, are taken into account in the care of the deceased, until responsibility is accepted by the family/whānau or a duly authorised person.

8. Service Acceptability

8.1 Service Information

Potential and current People, and referrers, will have access to appropriately presented information in order for eligible people to access the Provider's services. Service information will include at least the following:

- the services and supports to be provided
- the location of those services
- the hours the service is available
- when the service may be available to the person
- how to access the service (e.g. whether a referral is required)
- consumer rights and responsibilities including a copy of Health & Disability Commissioner's Code of Rights
- availability of cultural support
- after hours or emergency contact if necessary or appropriate
- the complaints procedure
- any other important information in order for people to access services.

8.2 Advocates

- a) The Provider will inform People, in a manner appropriate to their communication needs, of their right to have access to an advocate at any time, including supporting them to make a complaint.
- b) The Provider will allow advocates reasonable access to facilities, People, employees and information to enable them to carry out their role as an advocate.
- c) An advocate may be a Health and Disability advocate or an informal advocate of the Person's choice.



8.3 Person/Family/Whānau and Referrer Input

- a) The Provider will regularly offer People/families/whānau and referrers the opportunity to provide feedback and use the feedback to improve service delivery.
- b) Feedback methodologies used will be appropriate to the communication needs of the People.
- c) The Provider will make the feedback methodologies and results available to People and the Purchasing Agency.
- d) People/Family/whānau and referrer input will be reflected in the maintenance and improvement of quality of service, both for the individual People, and across the Service as a whole.

8.4 Rights of People

The Provider will comply with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 and the UNCRPD.

8.5 Complaints Procedure

The Provider will enable People/families/whānau and other people to make complaints through a process for the identification and management of complaints. This process will meet the requirements of the Health and Disability Commissioner's Code of Rights, and will ensure that:

- the complaints procedure itself is made known to and is easily understandable by People/families/whānau, and staff
- all parties have the right to be heard
- the person handling the complaint is impartial and acts fairly
- complaints are handled at the level appropriate to the complexity or gravity of the complaint
- corrective actions to address the complaint are undertaken in a timely manner and the complainant is kept informed about these actions, and positively engaged in the process as much as possible
- it sets out the various complaints bodies to whom complaints may be made, and the process for doing so. People/families/whānau will further be advised of their right to direct their complaint to the H&D Commissioner and to Whaikaha, particularly in the event of non-resolution of a complaint
- complaints are handled sensitively with due consideration of cultural or other values



- Māori and their whānau will have access to a Māori advocate if, desired, to support them during the complaints process
- People who complain, or on whose behalf families/whānau complain, shall continue to receive Services which meet all contractual requirements
- complaints are regularly monitored by the management of the Service and trends identified in order to improve service delivery
- records are maintained of all complaints, including the outcomes and improvements that arise.

9. Safety

9.1 General Safety Obligation

The Provider will protect People, visitors and staff from exposure to avoidable/preventable risk and harm. The Provider will comply with the Ngā Paerewa Health and Disability Services Standard NZS 8134:2021 (and any related standards) and the Health and Safety in Employment Act 1992 as appropriate to the Service being delivered.

9.2 Equipment Maintained

The Provider will ensure that equipment the Provider is responsible for is safe and maintained to comply with safety and use standards, and manufacturer's guidelines.

9.3 Infection Control/Environmental and Hygiene Management

The Provider will safeguard People, staff and visitors from infection. The Provider will have environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for Peoples, staff and visitors. These will meet any relevant profession-specific requirements and the relevant requirements of New Zealand Health and Disability Services Sector Standards.

9.4 Security

The Provider will safeguard People, employees and visitors from intrusion and associated risks. The Provider will have written, implemented, and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure. The provider will have written safety and emergency plans for the evacuation of its premises. The Provider will have written safety and emergency plans for the evacuations of any other premises it uses for service delivery, where is practicable to do so.



10. Information Management Requirements

10.1 Information Action Plans

The Provider will develop an agreed information action plan for its services. The information action plan will include the Provider's plans for achieving any information requirements as set out in the Service Specifications. The information action plan may be included as part of the Provider's quality plan, as required in clause 7.2.

The information action plan will include the key targets outlined below and will also establish its own targets. The key targets to be included in the information action plan are:

- a) recording of Services/treatment by National Health Index (NHI) number
- b) information required as a result of ACC legislation.

The Provider will assess its own performance against the key targets and against its information action plan and report its progress to the Purchasing Agency at appropriate intervals.

10.2 Record keeping

The Provider must keep and preserve Records and protect the security of them in accordance with statutory obligations and make them available to the Purchasing Agency in accordance with their reasonable instructions and their rights to access such Records.

For the purposes of this Specification, Records are all written, and electronically stored material held by the Provider, or on behalf of the provider by staff or sub-contractors, which are relevant to the provision of services.

10.3 Continuity

In the event of the Provider ceasing to provide the Services, the Provider must:

- a) transfer Records relating to People to the new provider of Services.
- b) preserve Records not transferred to another Provider.

10.4 Retention of Health Information

In relation to health information that relates to an identifiable individual, the Provider must keep records for a minimum of ten years beginning on the day after the date shown in the health information as the most recent date on which the Provider provided Services to that individual, where this information is not held elsewhere.

Disability Support Services

Tier Two Service Specification

Home and Community Support Services

1. Introduction

This Tier Two Service Specification provides the overarching Service Specification for all Home and Community Support Services funded by Whaikaha. It should be read in conjunction with the Whaikaha Tier One Service Specification, which details requirements common to all services funded by Whaikaha.

2. Service Definition

This Service Specification is for Home and Community Support Services (the Services) that Whaikaha will purchase from the Provider for eligible people who need support in their home and community.

Whaikaha want to purchase Services that focus on People's Goals through promoting discussion and agreement between the Person, the Service Provider and their Support Worker(s) and Other Staff Member(s).

The Services may include Personal Care, sleepover/night support; and Household Management for disabled people in the homes they live in.

2.1 Key Terms

The following are definitions of key terms used in this Service Specification:

Term	Definition
Approved Assessor	An assessment facilitator employed by a Needs Assessment Service Coordination Service organisation (NASC). The Approved Assessor may have the title of Needs Assessment Facilitator or Assessment Facilitator.
Goal/s	An aspiration or target, or objective or future condition that the Person wishes to achieve in relation to the Person leading an everyday life.
Home	Home means residential premises in New Zealand in which the Person lives. Home does not include any hospital, rest home, or other institution. Note: Where a contractual arrangement exists whereby the resident pays for, or the facility owner is obliged to provide the Home and Community Support Services usually purchased by Whaikaha, then this definition does not apply.

Term	Definition
Personal Plan	A plan agreed with the Person that specifies how the Goals identified in the Support Plan will be met.
Needs Assessment Service Co-ordination (NASC)	These organisations are funded by the Ministry. Their roles are to determine eligibility, assess the Person's level of disability support needs, and to co-ordinate support services to meet those needs. NASCs co-ordinate such services, but do not themselves provide the services.
Other Staff Member	An individual who is responsible for delivering Services on behalf of a Service Provider. This includes the provision of direct care or support Service to the Person and covers all staff who are: (a) Employed; or (b) Contracted
People/Person	The use of the term "People" or "Person" should be read as substitutive for Service User or Client. It refers to the people who are eligible, have been referred by NASC, and are receiving the services described in this specification.
Personal Plan	Used in this specification to describe the various planning exercises and their output that relate to the Person being supported.
Support Plan	A plan agreed with the NASC and the Person that specifies their overall Goals and Type or Amount of Services.
Support Worker	An individual who is responsible for delivering the Service on behalf of a Service Provider. This includes the provision of direct care or support Service to the Person and covers all staff who are: (a) Employed (b) Contracted; or (c) Volunteer support workers accountable to the service provider
Type or Amount of Services	The quantity or nature of Services approved by the NASC in accordance with their legislation, contractual obligations, and operational policies, as set out in the Support Plan.
Approved Service Standard	The Provider is required to maintain Certification as required under the Ngā Paerewa Health and Disability Services Standard NZS 8134:2021. All overarching services must be compliant with partially new standards by 1 August 2023 and must be fully compliant with the new standards by 1 February 2024.

3.

4. Service Objectives

The Person receives Home and Community Support Services to support them to live an everyday life.

Successful services occur when:

- a) The Person is satisfied with the way in which Services have been delivered.

The Person needs to be satisfied that:

- they have been, and are, respected as an individual
 - they have an ongoing voice in, and their wellbeing is central to, the Services being delivered
 - progress is made on the Person's Goals
 - the Goals are regularly reviewed with the Person
 - they have received Services at the agreed times without any unexpected interruptions to the Services, such as the support worker not attending.
- b) Where the Person is not satisfied with Services the Service Provider will put in place a corrective action plan in a timely manner.
- c) The Service links with any other agencies that provide support Services so that they work together to achieve the Person's Goals.
- d) The potential for further injury, harm, or decline in the Person's health is prevented or reduced.

5. Service Performance Measures

Performance Measures form part of the Results Based Accountability (RBA) Framework. The Performance Measures in the table below represent key service areas the Ministry and the Provider will monitor to help assess service delivery. Full Reporting Requirements regarding these measures are detailed in Appendix 3 of the Outcome Agreement. It is anticipated the Performance Measures will evolve over time to reflect Ministry and Provider priorities.

Measures below are detailed in the Data Dictionary available on the Ministry's website, which defines what the Ministry means by certain key phrases.

	How much	How well	Better off
1.	# of satisfaction surveys sent	% satisfaction surveys returned	# / % of people who reported satisfaction with the service
2.	# personal plans completed within three weeks of entry into the service	% of personal plans completed within three weeks of entry into the service	
3.		% of personal plans reviewed and signed-off at least once every 12 months	

	How much	How well	Better off
4.			#/% of goals in personal plans achieved
5.	# of people who reported their support worker did not turn up	% of people who reported their support worker did not turn up	
6.	# of people who reported their support worker did not turn up at the agreed time (defined as within 15 minutes of the agreed time)	% of people who reported their support worker did not turn up at the agreed time (defined as within 15 minutes of the agreed time)	
7.	# of complaints that have been received	% of complaints that have been resolved (i.e. a corrective action plan has been implemented)	
8.		% of staff turnover	
9.	# people you employ to provide Ministry funded HCSS for a disabled family member that they live with by month		
10.	# hours those people are employed for by month		

6. Service Users

To access the Services the Person must be referred to the Service Provider by a Needs Assessment Service Coordination organisation (NASC).

6.1 Costs

There are no costs to be paid by the Person.

6.2 Access/Entry Criteria

An Approved Assessor will talk with the Person to identify what Ministry funded support the Person may need to be able to lead an everyday life within their Home and community. The NASC will then set Goals with the Person and talk about the Type or Amount of Services the Person will receive and write a Support Plan.

The Person will then be referred to the Service Provider by the NASC. The referral will specify a start date for the Service delivery. The Service Provider will contact the NASC to confirm acceptance of the referral and to confirm the start date for the Service delivery.

7. Service Components

7.1 Start of Service

At the start of the Service the Service Provider will:

- Confirm the start date of Service delivery with the Person and/ or their family and whanau where relevant.
- Make links with other Services and work with them as required.
- Discuss and agree with the Person who their Support Worker(s) and/or Other Staff Member(s) will be.

7.2 Personal Plan

Services allocated by the NASC will be described, defined and written into the Support Plan by the NASC. The Support Plan will advise the number of hours of support to be delivered, the breakdown of household support and personal support, and a list of identified tasks and activities that the person needs support with. The Provider will use the information in the Support Plan to work with the Person to develop a Personal Plan that describes the support and how it is to be provided.

The Provider and the Person, and their family/whanau where appropriate, will discuss and agree the Personal Plan to meet the Goals identified in their Support Plan.

In this discussion will ensure that:

- the communication needs of the Person are considered
- decisions are made with the Person that encourage personal responsibility for Goal achievement.

The Personal Plan will include but is not limited to:

- the Type and Amount of services to be provided including agreement on the times when services will be provided
- Services allocated by the NASC that will be provided, including agreement on how available hours will be prioritised
- Goals of the Person regarding service provision
- contingency planning
- contact details for the Service Provider
- a review date for the Personal Plan.

Variations from the Support Plan can be made so long as that:

- it is requested by the person,
- it is certain to be in the Person's interest
- health and safety implications have been discussed, documented and any trade-offs are decided by the Person.

Where required the Person should have support from a person of their choice e.g. family/whanau or an advocate, to interpret information and communicate their preferences.

The Personal Plan will be completed within three weeks from the date of referral. Both the Provider and the Person will sign the Personal Plan as being up to date and correct and both will keep a copy.

The Personal Plan will guide the Support Workers and Other Staff Members who go into the Person's Home.

7.3 When urgent services are required

If unplanned Services are needed over a weekend or outside business hours where the Person's safety and health would be at risk without these Services, urgent Services may be provided without a referral or over the approved Type or Amount of Services. Where Services are provided in this way the Provider must advise the NASC on the next working day.

7.4 Where Services are delivered

Services will be delivered in the Person's Home and community, as documented in the Person's Personal Plan.

7.5 Delivering services

The Provider will:

- a) Deliver Services as agreed in the Personal Plan.
- b) Provide the Support Worker/s or Other Staff Member/s with any required health and safety equipment or supplies.
- c) Visit the Person at a time agreed with the Person to deliver Services in a way that respects the dignity, rights, needs, abilities and cultural values of the Person, and their family / whanau / aiga.
- d) Respect the Person's Home and privacy within that Home.
- e) Ensure Services are delivered by suitably trained and culturally competent Support Workers and Other Staff Members to meet the Goals of the Person as identified in their Support Plan.
- f) Improve the health and independence of Māori by targeting Services to best meet Māori need and where possible to provide Services by Māori for Māori.
- g) Contact the NASC to arrange a new assessment for the Person if the Service Provider or the Person considers that support needs or goals have changed.
- h) Use the Person's feedback to continuously improve the service and ask the Person if they are happy with the service, using an independent process to do this.
- i) Ensure the Person knows:
 - how to make a complaint and who to complain to
 - how to access an independent advocate
 - that, where a complaint is made, an acceptable solution will be agreed and reached in a timely manner.

7.6 Type of Services Delivered

The Provider may deliver a combination of the following services.

7.6.1 Household Management

Services which assist a Person with a disability to maintain, organise and control their household/home environment, enabling them to continue living within their own environment.

7.6.2 Personal Care

Assistance with activities of daily living that enables a Person with a disability to maintain their functional ability at an optimal level.

7.6.3 Sleepover Care or Night Support

A Service where the Support Worker or Other Staff Member is required to sleep at the home of the Person in order to provide intermittent care throughout the night.

7.7 Contingency planning

If for some reason the usual Services cannot be delivered the Service Provider must arrange alternative Services as part of contingency planning for the Person so that they receive Services. This includes:

- when the Support Worker is on leave or unable to attend
- on public holidays
- in case of a natural disaster or publicly declared pandemic.

8. Guidelines/Policies/Legislation

The Service Provider must provide Services in accordance with:

- The Code of Health and Disability Services Consumers' Rights 1996
- The Health Act 1956
- The Health Information Privacy Code 1994
- The New Zealand Disability Strategy 2001
- Home and Community Support Sector Ngā Paerewa Health and Disability Services Standard NZS 8134:2021
- Health Practitioners Competence Assurance Act 2003
- All other relevant law relating to employment, health and safety, privacy.

9. Exit Criteria

A Person can contact their NASC to ask for a referral to another Service Provider or to stop the Service.

The Provider can stop Services when:

- the period of support identified on the referral ends and an extension has not been requested or is not necessary
- the Person has been transferred to another Provider
- the Person no longer needs the Service because their Goals and independence have been achieved to the maximum extent practicable
- the Person dies.

10. Linkages

Providers must maintain and demonstrate appropriate linkages and relationships as appropriate to the needs of the Person, including:

- Primary medical services
- Needs Assessment and Service Coordination (NASC) services
- Independent advocates or advocacy services
- Client/carer community support services
- Equipment Management Services (EMS)
- Specialised assessment services
- Mental Health Services
- Behavioural Support Services
- Assessment Treatment & Rehabilitation Services
- Secondary medical and surgical services
- Appropriate ethnic and cultural groups
- Disability consumer groups and relevant NGOs
- Government departments such as Work and Income etc
- Māori social and community services, support groups, and social service organisations e.g. local Kaumatua, marae, whanau groups, counselling, budget and family support services.

11. Exclusions

There are some closely related Services that are not covered under this Service specification. Any Service funded by a separate Service specification or agreement through Whaikaha, ACC, a Te Whatu Ora – Health New Zealand or any other government agency not covered under this Service specification including:

- a) Any equipment provision for the Person.
- b) Payment of a family carer that lives with the Person unless that person has been assessed as having high or very high disability support needs by the NASC.
- c) There are some closely related services that are not covered under this Service specification. Any Service funded by a separate Service specification or agreement

through Whaikaha, ACC, a Te Whatu Ora – Health New Zealand or any other government agency, or through a non-government entity directly funded by any of those parties, are not covered under this Service specification.

d) Ministry of Health, Whaikaha or Te Whatu Ora – Health New Zealand funded service including:

- Supported Independent Living
- Personal and family health funded household management/ personal care services
- Day care/day services
- Mental health household management
- Registered nursing services.

e) ACC funded services including:

- Community nursing services
 - Residential training for independence services or intervention services to any claimant in a residential facility
 - The development and provision of the ACC training for independence and maximum abilities group programmes
- Supported Living.

12. Quality Requirements

11.1 Evaluation

DSS may conduct an:

- a) Independent survey to evaluate People's satisfaction with the service.
- b) External audit against the Home and Community Support Sector Ngā Paerewa Health and Disability Services Standard NZS 8134:2021.
- c) Independent evaluation of service performance and effectiveness against this service specification, and its intended outcomes.

11.2 Certification

The Provider is required to maintain Certification as required under the Home and Community Support Sector Standards NZS8134:2021.

13. Purchase Units

Purchase Units are defined in the Ministry of Health's Nationwide Service Framework Purchase Unit Data Dictionary. The following table is a summary list of the tier two Home and Community Support Services Purchase Unit Codes associated with this Service.

Purchase Unit Codes	Purchase Unit Description	Measure	Purchase Measure definition
DSS1009	Home Based Support - Household management	Hour	Household Management services that enable a person to continue living with their own environment. This service is specifically for clients who meet the Ministry definition of disability.
DSS1010	Home Based Support - Personal Care	Hour	Personal Care, Sleepover service(s) that enable a person to continue living with their own environment. This service is specifically for clients who meet the Ministry definition of disability.

14. Reporting Requirements

14.1 Reporting Requirements

Full Reporting Requirements (including any Provider specific reporting requirements) are included in Appendix 3 of the Outcome Agreement.

14.2 Complaints and Categorisation Service Outcomes

1. We both acknowledge your obligation to comply with the Ngā Paerewa Health and Disability Services Standard NZS 8134:2021, and, in particular, your obligation to improve:
 - a. the experience and outcomes of clients and their whānau
 - b. service equity for clients who identify themselves as Māori or as a Pacific person, that the Services are underpinned by Māori or Pacific worldviews
 - c. opportunities for clients and their whānau to make decisions about their own care and support in order to achieve their goals; and
 - d. ensure all providers of Whaikaha services have access to a tool (Appendix 5) which encourages Providers to monitor disabled people's responses towards raising service quality concerns/complaints.