



28 May 2025

Tēnā koe

Official Information Act Request

Thank you for your letters of 16 April 2025, requesting information about Disability Support Services (DSS) policies and procedures, and information about Income Related Rent Subsidy.

I have considered your request under the Official Information Act 1982 (the Act). Please find my decision on each part of your request set out separately below.

- *Pursuant to the Official Information Act can you please forward a written response answering what would be an Income Related Rent amount calculated on a "nil" and "zero assessable" income please?*

When a Social Housing tenant has no assessable income, the Ministry of Social Development (the Ministry) policy is to use the relevant rate of Jobseeker Support to calculate the minimum rate of Income Related Rent (IRR). This means that the IRR payable is never 'zero'. A tenant living in a Social Housing property must pay rent even when they do not have any assessable income.

I have included the relevant printouts of the Ministry's Manuals and Procedures webpages listed below with this letter:

- 01.Assessable income – Map.
- 02.Calculation of Income Related Rent - Map.
- 03.Calculating rate using Jobseeker Support rate – Map.

- *Pursuant to the Official Information Act can you please write advising the date that "disability support services" (verb) was statutorily managed by MSD please. In other words, the date that disability support services was transferred from Ministry of Health to Whaikaha a division of MSD.*

- *Secondly, can you please write advising the date that disability support services was shifted from Whaikaha to "Disability Support Services" (Noun) a unit of MSD please?*

The Ministry of Disabled People Whaikaha came into being on 1 July 2022, as a departmental agency and took on responsibility for DSS. Prior to this, DSS had been administered by a directorate within the Ministry of Health.

DSS and its associated functions were transferred from the Ministry of Disabled People Whaikaha to the Ministry in part on 16 September 2024 and this process was completed on 2 December 2024.

- *The statutes DSS operated under between 2018 to 2025 please; and*

Since 1 July 2022, DSS has had no specific empowering legislation. Rather, it has operated under the Crown's common law power to contract and general legislation such as the Public Services Act and annual Appropriation Acts. Between 1 January 2002 and 30 June 2022, DSS operated under the New Zealand Public Health and Disability Act 2000.

- *Complaints procedures, guidelines and application forms for internal complaints against NASCs please; and*

I have compiled the following printouts of public information on complaints on the DSS website which contain the policy and process of making a complaint regarding DSS services. I have also provided a copy of the publicly available Lifelinks client information pack which also contains information regarding making a complaint.

04.Lifelinks Client Information Pack.

05.Complaints about disability services - Disability Support Services.

06. Making a complaint about DSS – Disability Support Services.

- *The copies of contracts or authority documents that provided a license to the NASC: Lifelinks to provide NASC services; successive documents between 2018 and 2025 please; and*
- *Documents that evidence that Lifelinks acts as an official capacity to provide statutory services and DSS and NASC services under statute please; and*

I have included the following Lifelinks contracts and contract variations from 2018 till 2023:

07.Lifelinks Needs Assessment and Service Coordination Contract (00)

08.Lifelinks Needs Assessment and Service Coordination Contract – Variation to Agreement (02)

09.Lifelinks Needs Assessment and Service Coordination Contract – Variation to Agreement (04)

10.Lifelinks Needs Assessment and Service Coordination Contract – Variation to Agreement (06)

11.Lifelinks Needs Assessment and Service Coordination Contract – Variation to Agreement (07)

- *A written description and or printed other information that details 'what happens next' after NASCs receive "outcome plans" for people needing DSS services and the procedural steps between receiving and Outcomes Plan and provision of DSS services and that are the steps NASCs are responsible for throughout the process please; and*
- *The responsibilities of NASCs in delivering DSS please; and*

This information is contained in the following documents included with this letter:

12. Disability Support Services - Needs Assessment and Service Co-ordination.
13. Disability Support Services - Tier Two Service Specification: Home and Community Support Services.

- *Information on how full time in home caregiving is arranged via DSS; and if there are any other channels of accessing full time home based caregivers from any other funded system in NZ (this may require a written response to this question – are all funded Disability Supports accessed via "DSS" and there are no other competing options in this country) please; and*

DSS allocates support to clients through the needs assessment and service co-ordination process. Needs assessments are the process of working with the disabled person and their family/aiga/whānau/welfare guardian, to identify the disabled person's strengths and goals, priorities, and disability support needs. Service coordination is the process of assisting the disabled person to have their needs met from all appropriate supports that are available in the community.

This might include contributions made to the disabled person from friends, family and others in their life, services provided by other government agencies, and allocating supports and services that are funded by providers contracted by the Ministry. This combination of supports and services makes up the person's support package. Home based caregivers are one type of support that may be allocated.

DSS is not aware of any other government agency which funds full-time home-based caregivers for people with disabilities that it supports, therefore this section of your request is refused under section 18(e) of the Act as this information does not exist.

- *Copies of the Quality Control and regulation authority that DSS exerts over NASCs – information that shows DSS regulates NASCs and assures that NASCs preform to standards please and*
- *A copy of performance standards expected of NASCs please; and*

This information is contained in the documents 12 and 13 listed above.

- *A chronology of when DSS shifted from MOH – Whaikaha – MSD.*

I have already provided this information above (please refer to page 2 of this letter).

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 about Disability Support Services (DSS) policies and procedures, and information about Income Related Rent Subsidy, 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

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Anna Graham
General Manager
Ministerial and Executive Services

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	<p>Home means residential premises in New Zealand in which the Person lives.</p> <p>Home does not include any hospital, rest home, or other institution.</p> <p>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.</p>

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.

SERVICE DESCRIPTION AND PURCHASE UNIT CODES:
DSS Needs Assessment and Service Co-ordination (DSS1040)
Including Discretionary Funding (DSS1039D)

DSS PHILOSOPHY

The aim of Disability Support Services (DSS) of the Ministry of Health (the Ministry) is to build on the vision contained in the New Zealand Disability Strategy (NZDS) of a fully inclusive society. New Zealand will be inclusive when people with disabilities can say they live in:

‘A society that highly values our lives and continually enhances our full participation.’

With this vision in mind, DSS aims to promote a person’s quality of life and enable community participation and maximum independence. Services should create linkages that allow a person’s needs to be addressed holistically, in an environment most appropriate to the person with disability.

Disability support services should ensure that people with disabilities have control over their own lives. Support options must be flexible, responsive and needs based. They must focus on the person and where relevant, their family and whānau, and enable people to make real decisions about their own lives.

1. DEFINITIONS

Disabled person/ person with disability

NASC should ensure services are provided only to those disabled people who are eligible to receive them, as required by the Guide to Eligibility for Publicly Funded Health and Disability Services in New Zealand. For the purposes of this service specification a person with a disability is someone who has been identified as having a physical, intellectual, sensory disability, autism (or a combination of these) which is likely to continue for a minimum of six months and result in a reduction of independent function to the extent that ongoing support is required.

Note: Subsequent references in this document to “the person” or “people” should be understood as referring to a disabled person/person with disability.

Throughout this document the term “person” is taken to include, where appropriate, family/whānau/āiga and/or full-time carer. When the NASC is working with a child, that child is always considered within the context of the family/whānau/āiga.

Carer

For the purposes of this specification, a full-time carer is someone who has principle, active responsibility for the ongoing and frequent care of a person, usually on an unpaid basis and according to the above definitions.

For the purposes of this specification needs assessment or service coordination is a process provided by a Needs Assessment Service Coordination (NASC) on behalf of the Ministry of Health. This process is based on *The New Zealand Framework for Disability Service Delivery*, Ministry of Health, August 1994. Needs assessment and service coordination provides the means for a person to identify their prioritised disability support needs within the context of their own natural resources and existing supports, receive information on support options, including those which are government funded, and receive assistance with coordination of support services. NASC also manage DSS budgets for the funder.

The key functions of NASC are:

Information management

NASC collect information from people and their networks, service providers and government agencies to enable the process of support allocation and promote determination and choice for the person.

NASC store information on policies and processes in place to support the disability system, information on support services available, individual service provider offerings and people's disability specific information such as specialist assessments, needs assessment, goals, service referrals, contacts and formal support allocations through the national NASC information system "Socrates".

NASC provide information to interested parties on the NASC process and wider disability system, referral and planning information to service providers, specific individual information to disabled people that enter the NASC process and require ongoing support, and information to the Ministry to allow service development, monitoring, reporting and management nationally.

Eligibility confirmation

Eligibility means the right to be considered for publicly funded disability support services. As part of the role in determining eligibility and service allocation, the NASC will determine whether the person:

- is eligible for publicly funded health and disability services in accordance with the current Health and Disability Services Eligibility Direction,
- meets the Government's definition of a 'person with a disability' for the purpose of accessing disability support services; and
- is eligible for the specific disability support service funded by the Ministry

Facilitated Needs Assessment

Needs assessment is a process of determining the current abilities, resources, goals and needs of a person and identifying which of those needs are the most important. The purpose of the process is to decide what is needed to maximise a person's independence so that they can participate as fully as possible in society, in accordance with their abilities, resources, culture and goals. A person's needs will also include, where appropriate, the needs of their family/whānau and carers; their recreational, social and personal development needs; their training and education needs; and their vocational and employment needs. This does not assume Ministry responsibility for

funding of supports in relation to all of these needs, and particularly when they are the funding responsibility of other agencies.

Service Co-ordination

Service co-ordination is a process of identifying, planning and reviewing the package of services required to meet the prioritised assessed needs and goals of the person and, where appropriate, their family/whānau and carers. Service co-ordination also determines which of the assessed needs can be met by government funded services and which can be met by other services, and will explore all options and linkages for addressing prioritised needs and goals.

Budget Management

The NASC manages, on behalf of the Ministry, an indicative budget based upon an annual allocation. Performance against the budget will be reviewed regularly by the NASC and the Ministry.

The NASC needs to ensure that people with the highest priority needs are prioritised to receive access to services. The NASC needs to work with the Ministry to ensure that commitments made to fund service packages for people are such that they will not exceed the indicative budget for the current and out years.

Budget management involves allocating cost effective packages of services within the indicative budget, according to the Support Package Allocation tool, and within Benchmark Indicators determined by the Ministry for the identified population for a region.

2. OBJECTIVES

2.1 General

A fundamental objective of the NASC is to maximise and support the abilities of people by facilitating a process for them to identify their needs and goals, and make decisions on how these can best be met. To achieve this objective the NASC must maintain a clear vision of NASC as the dynamic combination of a service working in partnership with people and the Ministry to achieve the best possible outcomes within the available resources.

For people with disability and full-time carers NASC is the means by which their strengths, resources and needs can be identified, their support options explored and support services accessed. In order to achieve these objectives a NASC needs to, at a minimum:

- be responsive to people and their communities
- be community focussed
- support the enhancement of the person's own natural strengths, resources and independence
- have minimal waiting times by adhering to timeframes set out in this specification

Needs assessment and service co-ordination processes must be separated from the provision of support services. A NASC may not be the provider of support services, to ensure that no actual or perceived conflict of interest exists.

2.2 Responding to Communities

The NASC will have mechanisms in place to gain the input of people and their communities. In line with the objectives of the Māori Disability Action Plan, Whāia Te Ao Mārama, the input of Māori in particular as mana whenua should also be sought. Examples of mechanisms that could appropriately demonstrate and achieve responsiveness to the community include community representation at the governance level of the provider and/or an advisory group to the NASC.

2.3 Māori Health and Disability

The Crown Statement of Objectives outlines the Government's medium term objectives for, and expectations of, the Ministry. In response to the Crown's Objective for Māori health and in line with its purpose statement, the Ministry has developed a Māori Health Strategy, He Korowai Oranga, and the Māori Disability Action Plan Whāia Te Ao Mārama.

Whāia Te Ao Mārama, identifies six strategic goals aimed at increasing responsiveness to Māori. The NASC is required to contribute to the implementation of Whāia Te Ao Mārama and the six strategic goals.

The strategic goals are that tangata whaikaha will:

- participate in the development of health and disability services
- have control over their disability support
- participate in Te Ao Māori
- participate in their community
- receive disability support services that are responsive to Te Ao Māori
- have informed and responsive communities

3. SERVICE USERS

3.1 Inclusions

People eligible according to the Guide to Eligibility for Publicly Funded Health and Disability Services in New Zealand who have been assessed as having a physical, intellectual, sensory disability, or autism (or combination of these) that is likely to continue for a minimum of six months; result in reduction of independent function; and require ongoing support¹. People with these disabilities constitute the Ministry's main client group, which largely consists of people aged under 65, many of whom have lifelong impairments.

¹ Although people with psychiatric disability and 'age-related' disability with support needs can be assessed for access to support services they are excluded from the Ministry's operation of the definition.

People with physical, intellectual, sensory disability or autism that co-exists with a personal health condition, mental health condition and/or injury, in relation to their disability support needs.

The NASC will consult with the Ministry for prior agreement in relation to people under 65 whose needs may have historically been recognised as disability-related within the parameters of the definition of disability.

3.2 Exclusions

The Ministry's DSS does not fund support services for people with conditions or situations covered by other funders including:

- support to address short-term needs
- support for people who first present for assessment for long-term supports at age 65 or over
- support for people who first present for assessment for long term supports between ages 50 and 65 who are clinically assessed by a DHB clinician or needs assessor as being 'close in interest' to older people
- aged residential care for Ministry DSS clients who have been reassessed by a DHB funded needs assessor as requiring this service
- support for people who first present for assessment for long-term supports before the age of 65 whose support need is due to impairments that do not meet DSS' operational definition of physical, sensory, intellectual disability or Autism
- support for 'medically fragile children' - children with high health needs and/or multiple impairments whose health status has not yet stabilised and for whom a physical, sensory and/or intellectual disability with associated ongoing support needs has not been confirmed
- support for needs arising primarily from physical incapacity (e.g. shortness of breath, fatigue or pain) due to a chronic health condition
- support for additional care needs arising from a condition in the palliative stage
- support for needs arising from a mental illness and/or addiction including physical, sensory and cognitive impairments attributable to this underlying condition e.g. tardive dyskinesia due to long-term use of psychotropic medication, cognitive impairment due to alcohol or other substance abuse, impaired mobility due to alcohol related peripheral neuropathy or functional difficulties due to conversion disorder
- support services needed primarily as a result of dementia
- support services needed primarily as a result of substance abuse
- support services needed primarily as a result of behavioural problems (e.g. associated with Foetal Alcohol Syndrome or substance abuse) except where the person has a co-existing disability that meets DSS eligibility criteria
- support due to an injury that meets ACC's cover and entitlement criteria under the Accident Compensation Act 2001

- support for situations covered by other central government agencies such as the Ministry of Education and the Ministry of Social Development
- support needs solely due to social/environmental factors (e.g. housing or where parents need support for their own health needs)

3.3 Interface with NASC for people 65 years and over

The NASC will maintain working relationships and agreed protocols with DHB NASC working with older people.

3.4 Interface with Mental Health

For those people with a dual diagnosis, that being a co-existing mental illness and disability, the NASC will work in collaboration with the relevant Mental Health Service.

3.5 Interface with Personal Health

Following an acute illness and the completion of post-discharge care and treatment, a disabled person can be referred to a NASC for their disability support needs.

3.6 Interface with Other Agencies

Depending on the needs of the person it may be appropriate for the NASC to jointly facilitate needs assessment with other appropriate agencies.

4. SERVICE ACCESS

The NASC is expected to:

- encourage and enable the person to take an active role in the needs assessment and service co-ordination process
- ensure that there is full consideration of the person's chosen lifestyle in all aspects of the assessment and service co-ordination process
- determine with the person the appropriate level of NASC involvement. This may require full involvement by the assessment facilitator through to minimal involvement and advice where the person wants to take more responsibility for the process themselves, including accessing services which are funded or purchased outside the NASC process

Needs assessment and service co-ordination will be conducted with the person in an environment comfortable to them. The NASC will:

- provide information about the NASC service and work to ensure people, providers, GPs, other community groups and potential referrers are aware of NASC referral processes
- promote access to services by Māori and Pacific peoples

- identify, and build into the service, strategies to overcome known barriers to access for Māori, Pacific peoples, and other population groups with specific needs
- operate from premises that are appropriate, accessible and welcoming
- have NASC premises open during normal business hours

4.1 Referrals

The person may self-refer to the NASC. Any other person or organisation can make referrals.

Initial contact will be made within two working days of receipt of the referral. This contact may be by phone, letter or visit. The type of contact and response will be determined by the nature of the referral i.e. urgency.

4.2 Prioritisation

The NASC will promote self-determination, quality of life and an environment that maximises community participation and independence for people. The NASC's role is to co-ordinate effective utilisation of disability support resources.

The NASC has a role in facilitating access, prioritising and allocating DSS funded resources. To achieve this, the NASC will:

- acknowledge and support the person's own natural resources and existing supports
- give the person accurate information on eligibility and the limitations and boundaries of DSS funded services
- meet the safety needs of the person and community wherever possible
- promote equity for people to achieve similar outcomes for similar needs and circumstances
- work to safely reduce any disparities in equity between population and disability groups
- recognise the need for, and support access to, appropriate supports for groups with specific disability needs
- support the continued needs based shift to supported community-based options for people previously living in institutional care or unsupported in the community
- support the continued needs based shift from service based to support based delivery
- be efficient, including creative and innovative use of resources to meet needs
- establish greater trust and credibility in the NASC process
- work within the funding and policy boundaries of the Ministry when allocating public resources

The NASC will implement, and adhere to, consistent and transparent processes for priority setting and associated resource allocation. These processes need to adhere to the Ministry's relevant Disability Services policies and processes.

4.3 Inter- NASC transfers

The NASC will provide service to all eligible people within the NASC's specified geographic area.

The NASC will establish protocols and procedures with fellow NASC in other areas of New Zealand to ensure continuity of service for people moving into, and out of, the region. Such protocols should include but are not limited to:

- the timely transfer of relevant information including assessment, service and support planning records to the new NASC, subject to the provisions of the Health Information Privacy Code (Office of the Privacy Commissioner 1994)
- referral for the immediate commencement of services by the new NASC according to the person's transferred support plan until such time as a reassessment or review of the support plan are undertaken by the new NASC
- a process for, and agreement on, a transition plan developed by both NASC in conjunction with the person. This is particularly important in situations where different services are required and/or where particular services are not available in the new area
- a process for reporting changes to the Ministry for payment and planning purposes
- a process for temporary moves between areas e.g. for education, holiday, study. Note: In this situation the original NASC retains responsibility for ensuring that the person's disability support needs continue to be met while away and as outlined in the support plan

5. SERVICE COMPONENTS

5.1 Screening

The NASC will ensure that it has personnel and systems in place to determine the eligibility of people being referred to the NASC using the definition of Service Users in 3.1, the functions of NASC in 1.0, and consistent also with the *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002).

The NASC will advise those who make referrals that are not appropriate to NASC and assist with information to effect appropriate on-referral.

5.2 Facilitated Needs Assessment

The role of the needs assessment facilitator is to work directly with the person to identify the person's current abilities, resources, goals and prioritised needs. The outcome of the process is a comprehensive needs assessment report. The level of detail required in the needs assessment will depend upon the situation of each person.

The objectives of the assessment process are to:

- confirm eligibility – including the nature of the person's disability, if appropriate
- work with the person to identify their current abilities, resources
- work with the person to identify prioritised needs and goals arising from their impairment
- refer to appropriate specialised assessment services including Assessment Treatment and Rehabilitation (AT&R) where appropriate

The NASC will have a clear auditable separation in their business between the function of assessment facilitation and service co-ordination. The purpose of this separation and transparency is to demonstrate objectivity and show identification of the person's needs irrespective of resource availability.

The NASC will demonstrate that:

- they have in place qualified and competent staff or sub-contracted assessment facilitators to provide choice of assessment facilitators and adequate coverage of the entire geographic area contracted for, including remote and rural areas
- access is facilitated to specialised assessment and/ or referral for treatment and followed up to ensure timely response from that assessor

Outcomes of the needs assessment process may be either:

- a needs assessment is completed and service co-ordination commenced
- a needs assessment is partially completed and service co-ordination commenced to arrange access to urgent support needs
- a needs assessment is partially completed awaiting the outcome of specialised assessment

At the end of the assessment process the person, or their delegated advocate/representative, will sign off the completed assessment and receive a copy for their records.

Further information on the process and requirements for delivering facilitated needs assessment is provided in *Standards for Needs Assessment* (MOH 1994) and (MOH 1999) and *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002).

5.2.1 Cultural Component of Facilitated Needs Assessment

The purpose of the cultural component of assessment is to jointly identify, the person's cultural needs. This may include issues of social/cultural, spiritual, psychological and physical need, and strengths, assets, and support systems to assist in planning support.

The NASC will have the capacity to include a cultural component into the facilitated needs assessment process.

5.3 Specialised Assessment

The assessment facilitator may refer the person to a specialised assessor for a specialised assessment. The purpose of a specialised assessment is to obtain detailed information and knowledge to accurately assess the person's need and identify a range of possible options including treatment. Such assessments are generally funded directly by the Ministry (in most instances provided by a DHB) and will not be a charge on the NASC budget. Occasionally, in the absence of any Ministry funded specialised service, the NASC may need to access privately provided specialised assessment. Purchase of such assessments will be a charge against the budget managed by the NASC for purchase of services and must be in line with the prioritisation principles set out in section 4.2, and within available resources.

Specialised assessments include, but are not limited to, clinical, diagnostic or other assessment, the purpose of which is to:

- establish the physiological basis, extent and implications of the disability (e.g. testing, diagnosis and medical/physical prognosis)
- gain access to medical treatment and/or rehabilitation or habilitation (e.g. AT&R, corrective surgery, exercises, treatment or child development)
- determine the person's suitability for a specific service or type of assistance, including environmental support
- make recommendations on how specific needs of the individual can be met (e.g. communication support, activities of daily living (ADL), mobility assistance)
- provide advice on how support services can assist in furthering the rehabilitation process

The NASC will also identify and facilitate access to assessors funded by other government departments e.g. education, vocational.

5.4 Service Co-ordination

The NASC is required to undertake service planning and service co-ordination, and agree a support plan with the person that indicates how prioritised needs will be met.

The service co-ordinator will ensure that, wherever possible, the person has a choice of service options, including involvement of family, community, voluntary or private (personally funded) services. The service coordinator will support and/or arrange innovative and flexible individually focussed service packages. Where appropriate services are not available the service co-ordinator and the person will consider other possible options for meeting the support needs.

Consideration of natural supports will be included in assessment and coordination processes for all people. Natural supports include but are not limited to friends, both

outside and in service settings; immediate and extended whānau members including hapū and iwi; community activities/groups/education and courses; neighbours; workplaces.

The place of natural supports in a person's life is likely to be an important part of Mauriora. Tangata whaikaha should be encouraged to think about who or what these supports might be and should be supported to have contact with them, or, where no supports exist, should be supported to explore the possibilities of developing them.

Service co-ordination will:

- commence immediately following completion of the needs assessment. However, as the NASC is accountable for meeting the safety needs of the person, service co-ordination may need to commence before the completion of the assessment. Access to support services that maintain the safety and/ or dignity needs of the person should not be delayed where the completion of the needs assessment is subject to delays e.g. time involved in accessing or completing specialised assessments
- confirm financial eligibility for disability support services
- provide information to the person on all their options, including available service providers. The person should have the opportunity to choose the support service provider from whom they will receive services. The NASC will then refer the person to the chosen service provider
- develop an individualised support plan with the person, focusing on support for prioritised needs and goals
- prioritise access to publicly funded services
- ensure that the service package is cost effective, affordable and equitable and can be provided within the NASC defined budget and the Ministry's guidelines
- ensure that all aspects of the package of services are co-ordinated and that services made available through the NASC budget are accessible by the person. The NASC should ensure, to the extent possible, that services provided by external agencies are co-ordinated and not duplicated

Further information on the process and requirements for delivering service co-ordination is provided in the *Guidelines for Service Co-ordination* (MOH1995), *Standards for Service Coordination* (MOH 1999) and *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002), including the Support Allocation Tool (SPA).

5.5 Intensive Service Co-ordination

The NASC is responsible for providing intensive service co-ordination for the small number of people with high and complex needs, usually requiring the involvement of multiple providers and ongoing problem solving. Intensive service co-ordination requires an ongoing relationship between the person and the co-ordinator. The decision that intensive service coordination is needed will be made by the service co-ordinator following assessment.

The tasks of intensive service co-ordination include but are not limited to:

- negotiating the most appropriate means for achieving the desired outcomes and respective responsibilities with service providers and other sectors, for example education, justice, police, High and Complex Needs Unit MSD for children
- arranging interim and crisis service provision pending further assessment
- involvement with specialised services e.g. Mental Health, for assessment and treatment planning, including joint needs assessment and service co-ordination for people with a dual diagnosis of intellectual disability and mental health
- convening or participating in meetings as required with the person and those involved in the development and/or implementation of a support plan
- monitoring the delivery of the support plan, review of needs and revision of the support plan at regular, specified intervals

The NASC will:

- ensure that intensive service co-ordination is offered only to people with high and complex needs
- work with others involved in supporting the person to ensure all participants have a common understanding of the needs and goals of the person and are working together to achieve these
- regularly review the needs of the person and the purpose of intensive service co-ordination to ensure that it is appropriate

5.6 Review and Reassessment

Review: The NASC is responsible for determining an appropriate time frame with the person to review their support package. The interval will be indicated by the person's needs and the package of supports. Generally it is expected that a person's supports will be reviewed at least annually, unless biennially review is appropriate and in agreement with the person. However, a person may at any time seek a review if the service is not meeting their needs or their eligibility has changed or expired e.g. eligibility for community services card, carer support. Review periods for people with high or complex needs or those in a crisis period may be considerably shorter.

Reassessment: Should the person's needs or circumstances undergo significant change and the support plan no longer meets their needs, a reassessment of needs will be required.

If it is likely that a person's support needs will increase or decrease over an identified period of time, a reassessment may also be required. This can be indicated when setting a timeframe for review.

The NASC will facilitate a reassessment at least once every five years, unless earlier reassessment(s) is appropriate with the agreement of the person.

If earlier reassessment(s) is agreed to with the person, NASC will consider the following information in determining the frequency of the reassessment:

- the wishes of the disabled person
- the disabled persons situation and circumstances
- outcomes required of the review and reassessment process
- the level and type of services allocated
- any specific Ministry requirements for an annual review or early reassessment

5.7 Māori Service Components

The NASC will establish and implement a Māori Service Plan that covers governance, management, organisational competencies, Māori health and disability gain, assessment and coordination practices, and how these will contribute to improving outcomes for Māori through the needs assessment and service coordination process.

In developing the plan the NASC will take into account the Ministry's strategic direction for Māori health and disability. This plan should incorporate the minimum requirements for Māori health and disability based on the Treaty of Waitangi, the Crown objectives for Māori health and disability and any specific requirements negotiated from time to time with the Ministry.

The NASC will specify how it intends to implement this plan. In particular, the NASC will identify those services it will deliver as explicit contributions to reducing inequalities and other additional opportunities that may exist for improvements for Tangata Whaikaha.

The NASC will be an Equal Employment Opportunity organisation and will ensure that they recruit, train and develop Māori, and in so doing ensure provision of a more culturally competent service appropriate to Māori.

The NASC will:

- have the capacity to include a cultural component in the facilitated needs assessment
- facilitate improved access for Māori to disability support services by ensuring the equitable distribution of resources
- provide the NASC service in Te Reo Māori where necessary or appropriate or specifically requested by the person

The NASC is required to ensure:

- that needs assessment facilitators and service co-ordinators have a basic understanding of Māori cultural values and beliefs, in particular Te Reo Māori and Tikanga Māori
- that people have access to needs assessment facilitators and service co-ordinators who have a strong understanding of the Māori holistic concept of

health (taha wairua, taha tinana, taha hinengaro and taha whānau) and are able to articulate this understanding in service implementation

- that needs assessment facilitators and service coordinators have appropriate cultural competencies and/or support from cultural experts and resources
- that people have access to kaumātua (respected elder) who can be instrumental in cultural assessment and application of tikanga
- that Māori are offered the choice between Kaupapa Māori services and generic services, or a combination of both
- that the NASC can demonstrate progress toward implementation of cultural competencies in line with Whāia Te Ao Mārama

5.8 Pacific Service Components

Faiva Ora, the National Pasifika Disability Plan sets out priority outcomes and actions to support and improve the lives of Pacific disabled people of all ages and their families.

Pacific disabled people remain under-represented in accessing disability support services. Factors that contribute to this under-representation include: system challenges where Pacific families find it difficult to navigate and access disability services, a limited choice of culturally responsive disability services and negative traditional Pacific views of disability.

Faiva Ora focuses on:

- Achieving equitable outcomes for Pacific disabled children, youth and their families
- Supporting Pacific communities to better engage with and support individuals with disabilities and their families to encourage their participation in their communities
- ensuring disability services and supports meet the cultural, linguistic and health literacy needs of Pacific disabled people and their families
- encouraging stakeholders to work in partnerships to address challenges experienced by Pacific disabled people and their families
- supporting Pacific individuals with disabilities and their families to access the right kind of services in the primary and community sector

The NASC is required to ensure they can demonstrate progress toward implementation of cultural competencies in line with Faiva Ora.

5.9 Other Cultures

NASC are expected to provide facilitated needs assessment and service coordination in a manner culturally appropriate for people of other cultures in their populations, including new migrants who meet eligibility criteria and people with the status of refugee. Interpreters will be engaged as necessary.

5.10 Information Management

Access to information is a vital function to support people's independence and is an integral component of the NASC business. The NASC will have the dual role of both providing information and acting as an information broker.

It is expected that the NASC will capture and store data according to specifications provided by the Ministry and will use any system, designated funded and supported by the Ministry or its agents, which is developed during the course of the contract.

The outcome of the management of information will be:

- effective service outcomes for people
- people's privacy is maintained
- efficient systems for quality, budget management and reporting
- equitable and consistent allocation of available resources

NASC are responsible for providing and facilitating a range of information to and from a number of sources. Information managed by NASC will include:

- information about individuals e.g. needs assessment and service coordination information
- information for individuals regarding NASC processes e.g. information on NASC service users' rights and complaints processes
- information on service availability e.g. contracted providers for disability support services and occupancy information
- information for business management e.g. information for provider payment, and information for budget management
- information on service issues including service gaps and/or boundary issues, quality issues regarding contracted providers

5.11.1 Individual Information

Management of information on individuals is a core function of NASC. NASC must comply with the *Health Information Privacy Code* 1994.

NASC are required to work to key principles and practices under the code. At a minimum:

Information must be:

- necessary
- collected lawfully
- stored securely
- accurate, up to date, complete, and not misleading

People must be informed:

- of what information is collected
- of the purpose of collecting the information
- of and agree which agencies will receive the information collected

- how to access information kept on them
- that they have the right to correct inaccurate information about themselves

NASC should not keep personal information for longer than necessary and information should be disposed of in a secure manner.

Further information on the collection and management of personal information is provided in *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting*, (MOH 2002).

5.11.2 Disability Sector Information

NASC have the role of referring on to, and advising people and their families/whānau on, sources of further information. It is expected that general information will be readily available to the person and their family/whānau, at least, on:

- disabling conditions
- eligibility and entitlement to financial assistance, and benefit information
- details of the nature, type and quality of services available – both services accessed through NASC and services available from other sources, including how to access those services, expected outcomes and approximate costs of services
- referral paths for people who are not eligible for DSS funded support services but have support needs e.g. medical conditions which result in long term support needs
- other agencies where further specific and detailed information may be obtained regarding their impairment

The NASC is not expected to compile and duplicate specific detailed information already available from other disability information agencies in their area. However the NASC will maintain effective networks and linkages with a wide range of appropriate organisations resulting in current, reliable information from which to advise and make referrals.

The Ministry considers it important that people:

- are supported through the process by having relevant information
- have a co-ordinated and comprehensive method for accessing information

5.11.3 Provider Information

The NASC will provide support services with sufficient information to enable them to provide service to people referred to them. To ensure this happens NASC must provide the minimum information detailed in *Support Needs Assessment & Service Coordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002), consistent with the requirements of the *Health Information Code* (Office of the Privacy Commissioner 1994).

Additionally, NASC may have Memoranda of Understanding with providers to cover such things as:

- specifying what information is to be provided by NASC
- timeframes in response to service requests
- timeframes for notification of a change to people's service, change in service levels, and/or the amount of service
- processes for passing on information regarding a change in need of a person

This would include the transfer of personal and service information that may be used by support service providers as they plan their services e.g. information on unmet needs and service gaps.

As part of maintaining effective networks the NASC will provide information to other disability support service providers on trends, unmet needs etc, for the purpose of fostering creative, innovative, flexible services.

5.12 Monitoring of Support Service Delivery

The NASC will report quarterly to the Ministry on service delivery by support service providers contracted by the Ministry. It is expected that the NASC will implement a process of monitoring:

- negotiated and actual delivery timeframes
- actual delivery of the support plan as negotiated between the NASC and support service provider
- whether services being delivered are able to meet the needs of the person. The NASC might comment on the willingness of the service provider to understand the person's needs and be flexible, within reason, on how these are met
- gaps in services available from providers, particularly services that are being purchased in significant volumes outside of Ministry contracted providers (using discretionary funding for example). The Ministry will meet with the NASC at least annually to jointly plan the possible development by the Ministry of services to fill the identified gaps
- any unresolved issues, problems or complaints and significant risks with service delivery by contracted providers

The NASC will report to the Ministry any major risk or complaint within 24 hours of it occurring. The NASC is responsible for ensuring the quality of services purchased from their discretionary budget. Further details on this requirement are in Appendix 3 "Requirements for NASC Discretionary Funding".

5.13 Reviews

The NASC will make available to all people information detailing the procedure by which people may request a review of the outcome of a part, or the whole, of the assessment or service co-ordination process. Such procedures are to include the following elements:

- ability to screen out, or resolve through discussion, complaints arising from misunderstandings
- further assessment or a new support plan using assessment facilitators or staff members not involved in the previous assessment
- access to a second level of review within the NASC if the person remains dissatisfied

The NASC is required to ensure

- that the protocol for these Reviews, as included in the NASC Managers' Manual (2005), is known, consistently applied and monitored

The above steps will be at the NASC's expense. If a complaint still exists, the Ministry may be requested to provide further review. The standard review procedure provided by the Ministry at that time will be followed.

5.14 Budget Management

The requirements for budget management are contained in Appendix 1, which forms part of this service specification.

5.15 Payment Processes and Sector Operations

The requirements for payment processes relating to Sector Operations are contained in Appendix 2, which forms part of this service specification.

5.16 Discretionary Funding

The requirements for Discretionary Funding are contained in Appendix 3, which forms part of this service specification.

5.17 Key Inputs

The NASC will:

- provide staff with the competence and confidence to professionally undertake the separate roles of needs assessment facilitation and service coordination
- be an Equal Employment Opportunity organisation
- provide for the cultural aspects of the NASC Service Components
- fulfill the responsibilities of budget management
- have systems to provide access to the NASC service, fulfill the quality, information and monitoring requirements of this specification, and maintain records and reporting

The NASC will ensure that staff are supported to develop and maintain competence and undertake formal training and qualifications as they are developed.

6. SERVICE LINKAGES

The NASC will develop and maintain effective relationships with other organisations providing services to people. These relationships will reflect the population profile served and their communities and will include community organisations, voluntary groups, support service providers and other public sector agencies. These will include, but not be limited to, Environmental Support Services within DSS; and Oranga Tamariki Ministry for Children; Ministry of Education – Special Education; Housing New Zealand Corporation; Work and Income.

The Ministry will require the NASC to demonstrate effectiveness of relationships. For key agencies or providers the NASC should have in place Memoranda of Understanding, protocols or other liaison mechanisms that agree how the relationship will be conducted. These will be subject to audit.

The NASC will demonstrate effective linkages with the disability community (e.g. disability groups, support networks, advocacy), and Māori and Pacific peoples' groups. Relationships will be managed with regard to the interrelationships that exist between people, their networks and social support systems.

In relation to Tangata Whaikaha these need also to include, but not be limited to, Marae, Kohanga Reo and Kura Kaupapa Māori; local Māori disability, health and social service networks, including local and regional services; primary health care providers, including Marae based and Primary Health Organisations; and Te Puni Kokiri, as appropriate. All linkages must enable, support and promote Whānau ora (healthy families) and Mauriora perspectives, responsiveness to individual need and respect for the rights and opinions of the Tangata Whaikaha.

7. SERVICE EXCLUSIONS

NASC services for people excluded under the Service User criteria, are not provided under this specification.

8. QUALITY REQUIREMENTS

The service is required to comply with the Ministry General Contract Terms and Conditions. In addition, the following quality standards and requirements also apply.

8.1 Quality Standards

National Health & Disability Sector Standards

Only specific parts of the Health and Disability Sector Standards (HDSS) are relevant to NASCs. All NASCs are required to meet the standards and criteria where relevant.

The Quality Requirements outlined in section 8.2 are to support the HDSS for NASC outlined below.

- a. Needs Assessment Standards (1999)
- b. Service Co-ordination Standards (1999)
- c. Standards for NASC Organisations (1999)

8.2 Quality Requirements

8.2.1 Access

Timeframes

First contact with the person will be made within two working days of receipt of the referral or enquiry on behalf of the person.

Time to complete needs assessment should be:

- following acknowledgement of referral within 24 hours in a crisis where a person's safety is at risk
- within 24 – 48 hours for urgent referrals, depending on the degree of urgency
- within 5 working days following acknowledgement of referral in 40% of cases
- within 14 working days following acknowledgement of referral in 40% of cases
- within 20 working days in the remaining 20% of cases

Time to complete service co-ordination should be:

- within 10 working days of the completion of the needs assessment in 80% of cases
- within 20 working days of the completion of the needs assessment in the remaining 20% of cases.

Note: It is anticipated that in the majority of situations partial completion of needs assessment and service co-ordination will progress to the point where immediate support needs are clearly identified and services put in place within 14 working days of first contact. Service co-ordination in this context refers to the development of a support plan and arranging access to services. It is recognised that the full service co-ordination role may extend over a much longer period as services are reviewed, and adjusted to meet the needs of the person. The intent of the time lines for completion of service co-ordination is to ensure that access to available services occurs in a timely manner once needs and goals have been identified.

Information will be transferred to another NASC within five working days of the transfer request being received if a person is changing NASC region.

8.2.2 Person/ Family/ Whānau/ Āiga Involvement

The person, family/whānau/āiga members, support workers and advocates should be central to service delivery. This requires:

- the person be given a choice of who is involved in their needs assessment and service coordination processes
- the person, family/whānau/āiga members, support workers and advocates be provided information on how they can be involved in the needs assessment and service coordination processes
- the person, family/whānau/āiga members, support workers and advocates be notified of complaint procedures
- the family/whānau/āiga is involved in a culturally appropriate manner

8.2.3 Acceptability

Acceptability of services will be monitored on an ongoing basis. This monitoring will use a range of methods to gather this information on the acceptability of services provided. All surveys will follow the guidelines for consumer surveys contained in the NASC managers' manual, 2005. The methods used will identify the acceptability of, at least, the following areas of service as indicated by the person, support service providers, support staff, family/whānau and the person's advocates:

- information distribution
- staff professionalism
- staff cultural sensitivity
- staff communication skills
- respect for privacy
- rights of the consumer
- level of choice
- informed consent
- participation in community-based activities
- ease of use of NASC's services
- reduction of barriers that enable easier access to the NASC 's services
- complaint and feedback systems.

8.2.4 Safety

The NASC will have documented operational programmes/policies/protocols and guidelines that identify and minimise risk areas for the NASC. The use of these systems is to be included as part of the NASC Quality Improvement system. These areas must include, but are not limited to:

- abuse incidents, policy, protocols for response and reporting
- poor service delivery identification and how this will be reported to the Ministry
- service gap identification and how this is reported to the Ministry

- protocols if support service provider withdraws services to people and reporting this to the Ministry

8.2.5 Reporting Change

The NASC is required to advise the Ministry of any significant change in the organisational structure or capability of the NASC, and of any other matters significantly affecting, or likely to affect, NASC function and quality.

9. PURCHASE UNITS

The service will be purchased for the eligible population of the region of coverage for a contract price.

PU Code	PU Description
DSS1040	Needs Assessment & Service Co-ordination
DSS1039D	Discretionary Funding

10. REPORTING REQUIREMENTS

Note: Rather than include other reports on a monthly basis, the Ministry may, from time to time, seek exception reporting of the NASC.

10.1 Monthly Reports

PU Code	PU Description	PU Measure	Reporting Requirements	
			Frequency	Reporting Units
DSS1040	DSS Needs Assessment & Service Coordination		Monthly	Templates provided by the Ministry Include: <ul style="list-style-type: none"> • Financial Reporting and Forecasting • Residential Planning list • Discretionary Funding report • Reporting on NASC Timeliness • Review and Reassessment timeliness • Positive Outcomes and Highlights

*Glossary of Terms

Term	Definition
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New Client	A person this NASC has never assessed before
Reassessment	The needs/circumstances of an existing client have changed. Therefore reassessment of current support needs is required
Review	A review of current allocation of supports and services

10.2 Quarterly Reports

In addition to above, a qualitative report is required on a quarterly basis, to be attached to your monitoring template.

PU Code	PU Description	PU Measure	Reporting Requirements	
			Frequency	Reporting Units
DSS1039	DSS Service Co-ordination		Quarterly	<p><i>Narrative Reporting</i></p> <p>A written report which meets the requirements of:</p> <ul style="list-style-type: none"> • Allocation equity (5.4); • Monitoring of Support Service Delivery (5.12); • Māori Service Components (5.8); • Quality Initiatives and Risk Management (8) <p>and includes at least</p> <ul style="list-style-type: none"> • updates and trends in unmet needs and service gaps, including for Māori, Pacific and other populations; • allocation patterns and the use of SPA; • quality initiatives and risk management; • complaints, • issues, including any equity issues

This information should be supplied within seven days after the end of each period, using the Ministry template format. Delays beyond this date will be notified to the Agreement Manager.

Where the agreement begins or ends part way through a period the report will be for that part of the period that falls within the term of the agreement.

You shall forward your completed Performance Monitoring Returns to:

performance_reporting@health.govt.nz

Or

The Performance Reporting Team
Sector Operations
Ministry of Health
Private Bag 1942
Dunedin 9054

Note: When forwarding completed Performance Monitoring Returns electronically, please cc the Ministry of Health Agreement Manager noted on the front of this contract.

11. SPECIFIC REQUIREMENTS

11.1 Legislation

The NASC will be required, under the terms of the contract, to abide by all relevant New Zealand Legislation.

11.2 Policy

The NASC will be required to abide by all relevant Policy including, but not limited to:

- The New Zealand Framework for Disability Service Delivery, Ministry of Health
- Standards for Needs Assessment for People with Disabilities, Ministry of Health
- Guidelines for Service Co-ordination for People with Disabilities, Ministry of Health
- He Korowai Oranga & Whāia Te Ao Mārama
- DSS Policy/Process to follow when Out of Home Placement may be necessary for Children and Young People with Disabilities.

11.3 Agreements

The NASC will observe:

Memorandum of Understanding between the Ministry and Ministry for Children - Oranga Tamariki Therapy and Assistive Technology / Equipment Operational Protocols, between the Ministry of Education and the Ministry.

The provider will also observe other protocols and/or Memorandum's of Understanding negotiated between the Ministry and other government departments or agencies.

Appendix 1 – BUDGET MANAGEMENT

A1.1 The NASC is required to:

- manage and maintain data in the NASC information system “Socrates” to make sure that the Client Claim Processing System (CCPS) accurately reflects the people eligible for and receiving disability support
- monitor and manage the allocation and utilisation levels of services
- promote consistent and equitable service coordination outcomes for people. This means using the Service Package Allocation Tool (SPA Tool) and allocating average levels of service to the client population consistent with Benchmark Indicators
- project/forecast future costs and planning for this within indicative budget
- provide clear processes for appeal review of packages including use of current Ministry review panel processes for complex and high cost support packages
- identify to the Ministry cost effective and appropriate solutions to supporting the needs of their population/sub-populations
- ensure all requirements and guidelines are followed, including, but not restricted to:
 - *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting, 2002*
 - NASC Managers’ Manual, 2005
 - Discretionary funding requirements
 - Supported independent living specification and guidelines
 - Intensive service co-ordination guidelines
 - SPA tool, or its equivalent as determined by the Ministry, is known to all NASC staff, adhered to, and appropriate application is evidenced and monitored to ensure equitable and nationally consistent access to support services
 - mandatory letters to service users provided by the Ministry
 - monthly and or quarterly reporting (to be notified by the Ministry from time to time), with respect to budget management and expenditure forecasting
 - meeting regularly with the Ministry

A1.2 To assist the NASC with budget management the Ministry will provide NASC with the following tools:

- an annual indicative budget
- support in maintaining and developing the information system Socrates
- reports on service utilisation and service allocations including trend reports

- population service indicators
- access to a moderation and review panel for people with complex needs and high cost packages
- a schedule of providers contracted by the Ministry, details of the services contracted, contracted rates or pricing models such as the Allocation Resource (ART) Tool, with update of these from time to time as contracts are varied and/or renewed
- and will meet regularly with the NASC manager

A1.3 In managing the budget the NASC will need to take into account the following factors:

- people's needs may increase over time and they may seek more services at greater cost. Changing demographics e.g. the increase in the age of the population
- cessation rates from services due to improvement in condition (effective outcome of rehabilitation or treatment), service exit, death, etc
- crisis events will occur for people and they may then require immediate extra support
- any factors that may lead to an increased number of referrals to the NASC e.g. pressure from other funders to fund support for people or increased referrals from agencies where people may no longer be eligible e.g. OT and/or MOE – Special Education
- price increases agreed to by the Ministry. Projects managed by the Ministry that may directly or indirectly result in higher costs e.g. the move to more appropriate services for younger people who reside in aged residential care

A1.4 In order to manage these factors the NASC will need to adopt strategies and procedures, such as, but not limited to:

- prioritising needs and providing services so that people with the highest needs receive support first. Protocols and processes for prioritising need will be established in conjunction with the Ministry to ensure consistency of approach by NASCs
- allocating support packages for the disability population of the region consistent with the population service indicators
- managing eligibility issues so that the Ministry is paying for only those supports for which they are responsible
- identifying situations where reassessment could result in lower cost through use of creative service packages where appropriate
- identifying situations where rehabilitation, access to treatment or other specialised services could result in lower service packages

The Ministry will assist with forecasting by providing relevant information on demographic trends and other information to input into trend analysis. The Ministry will develop with the NASC allocation guidelines according to clients' support needs level.

A1.5 The NASC is required to ensure all supports/services are funded by the appropriate funder. It is expected that the NASC will observe, where they exist, Memoranda of Understanding between the Ministry and other government funders and agencies e.g. ACC, MOE, OT and Work and Income. The NASC will also have in place protocols defining areas of responsibility for providing access to support services with other providers, including the DHB.

APPENDIX 2 - PAYMENT and Ministry of Health Sector Operations Processes

A2.1 General

An important function of the NASC is to supply information to Sector Operations so that providers can be paid through the Client Claim Processing System (CCPS). The information transmitted must be complete, accurate and timely.

The NASC information system “Socrates” is the main source of data transmitted between each NASC organisation and Sector Operations. The NASC is responsible for updating and ensuring the quality of information in Socrates.

A2.2 Eligibility load into CCPS and Provider invoice rejections

NASC have the responsibility of ensuring that legitimate claims are not rejected, and to ensure that legitimate claims that have been rejected are rectified in a timely way. Specifically the NASC must:

- have a data quality rate higher than 95% i.e. the NASC’s data feed should not have rejections greater than 5% for any given period
- process 80% of invoice rejections referred by non-residential service providers within 10 business days i.e. NASC’s must submit to Sector Operations the correct assessment details to allow the non-residential invoice claim to process in the next invoicing period
- process 100% of invoice rejections referred by non-residential services providers, these corrected assessments must be received by Sector Operations within four weeks of the original invoice rejection notification issued by Sector Operations being received by the NASC

It is important for NASC to manage legitimate claims that have been rejected. Failure to do this creates unnecessary work for service providers, NASC, and the Ministry.

On any occasion that the NASC is unable to fix a legitimate invoice rejection the NASC must notify Sector Operations, with a copy to the Ministry Contract Relationship Manager, of any data issues that prevents the NASC from meeting these targets.

The Ministry will provide NASC with access to invoice and eligibility data stored in CCPS to assist with the management of invoice rejections.

Appendix 3 - REQUIREMENTS FOR NASC DISCRETIONARY FUNDING

A3.1 BACKGROUND

This appendix is to be read in conjunction with the Ministry of Health's (the Ministry) Needs Assessment Service Co-ordination (NASC) Service Specification. All the requirements of the base service specification apply with regard to the implementation of discretionary funding, in particular with respect to a person's eligibility for service.

A3.2 DEFINITION

The Ministry is responsible for funding a range of services for people with a disability. These are outlined in the Service Coverage document and include services such as needs assessment and service co-ordination, information services, household assistance, personal care, respite, supported living, short and long-term residential care, rehabilitation and environmental support services. In addition the Ministry have developed different ways of managing and paying direct support staff through the development of Funded Family Care, Individualised Funding and Choices in Community Living, reducing the need for this type of arrangement through Discretionary Funding.

In the majority of situations, most people's needs will be able to be successfully met through the standard range of services funded directly through the Ministry. However, the Ministry notes that there may be occasions when an individual's needs are not able to be met through the Ministry's directly contracted services and therefore may require access to other support options tailored to meet an individual's needs.

Therefore, the Ministry has supported the development of discretionary funding arrangements through NASC as a way of providing more flexible and innovative supports to meet the needs of a small number of people. A person can be in receipt of Ministry contracted services and/or discretionary funding support.

A3.3 OBJECTIVES

The original purpose of discretionary funding was to enable NASC to be more innovative and flexible in developing support packages that could meet a person's identified needs. Thus, achieving better outcomes for the person that might not have been possible through traditional Disability Support Services (DSS). To be able to achieve this, the NASC is expected to engage the services of other organisations to provide these supports. Dependent on the situation, these supports would usually either be one-off, or, in a limited number of cases, may be on an ongoing basis for a set length of time.

Discretionary Funding may also be implemented short term to allow urgent access to appropriate support when Ministry contracted options are not immediately available.

The NASC will work with the Ministry on moving the service to a Ministry agreement should the support be needed beyond a month.

The NASC will not directly provide flexible support services to people, but will engage other parties to do so. The NASC will facilitate the provision of this support.

A3.4 OUTCOMES

Discretionary funding will complement the natural supports and existing resources that the client may have access to by:

- enabling Marae based and/or cultural activities to enhance participation
- resourcing creative solutions that achieve desired outcomes
- developing solutions to meet identified service gaps of Ministry contracted services
- tailoring service packages to meet unique individual support needs
- enhancement of the service users autonomy, control and self-reliance
- integration of the person into community life, in accordance with each person's needs agreed through the needs assessment and service coordination process

A3.5 EXCLUSIONS

Flexible service options do not include:

- provision of service that is the responsibility of other funders and agencies such as the DHB, ACC, Child Youth & Family, Education and Work and Income
- reimbursement of payments for services that require a user charge
- provision of services/supports already purchased through other DSS contractual arrangements such as environmental support, residential care, home based support services or supported independent living, including services which are capacity funded
- services that do not fit with "What people Can Buy with Disability Funding: Ministry of Health Purchasing Guidelines"

A3.6 SERVICE COMPONENTS

The Ministry will advise each NASC of its budget for discretionary funding and each NASC is expected to stay within these budget allocations.

A3.6.1 Discretionary Funding

NASC are required to work with individual and groups of providers in their area to provide information on the unmet need with a view to facilitating new service

developments to respond to that need. Particular effort should be made to develop services in keeping with stated Ministry targets and priority areas.

The NASC may have sub-contractors provide goods and services through its discretionary funding budget (in accordance with Ministry policy or frameworks). The NASC remains liable for ensuring that all sub contracts are in place and responsibilities are met including regular review of these contracts and the actual service provision.

NASC must ensure the service provision meets all Ministry requirements.

NASC must have contracting, accounting and payment policies and processes for the utilisation of discretionary funding.

A3.6.2 Quality Requirements

The Ministry's expectations are that any sub-contract set up through a NASC will reflect the same level of quality as outlined in all Ministry contracts.

NASC should ensure that they do not enter into sub-contractual arrangements that expose themselves, and therefore the Ministry, to any unnecessary service quality risks.

A3.6.3 Essential requirements for NASC Entering into Sub- Contracts with Service Providers, utilising Discretionary Funding

Arrangements between the NASC and provider for discretionary funded support (other than providers already directly contracted by the Ministry) will be documented in a written agreement between the two parties.

The NASCs will ensure that agreements with providers clearly specify:

- the services/support to be provided
- the roles and responsibilities of both parties
- price and volume
- the Ministry's access to premises and records
- any specific quality standards
- term of agreement (up to 12 months maximum)
- start date and end date for the provision of the service
- any review dates of the service
- information and reporting requirements
- method of payment
- dispute and termination processes

- the Ministry's right of veto of agreements which do not meet requirements specified in this agreement at the cost of NASC

A3.6.4 Limitations on sub-contracting arrangements with providers

NASC must not enter into agreements:

- that make payment at a rate which compromises the provision of the specified quality of support i.e. rate must be realistic
- with rest homes or hospitals which do not have a current contract with the Ministry for the provision of residential support services (without the prior express agreement of the Ministry)
- with organisations that are business partners of the NASCs (without the prior express agreement of the Ministry)
- where the proposed service is estimated to cost greater than \$1,000 per annum without the specific prior agreement of the Ministry. In this instance the NASC needs to work with the Ministry with a view to trying to establish a direct contract between the provider and the Ministry
- with individual providers for provision of discretionary support options i.e. as an employee of the NASC. The NASC must ensure that providers who are individuals are legitimately classified and treated as self-employed (Employment Relations Act 2000)

The Ministry retains the right to veto agreements entered into by the NASC, particularly in the event the requirements specified in this Schedule have not been adhered to at the cost of NASC.

A3.7 REPORTING

The NASC will provide a report monthly to to the DSS Contract Relationship Manager (using the Ministry template) detailing:

- types of support provided
- who it was provided for
- how much and at what price
- why it was needed

A3.8 INVOICING

The NASC is required to submit an invoice to the Ministry on a monthly basis for the actual amount spent on discretionary funding. The NASC is to attach a schedule detailing:

- the names of sub-contracted provider organisations

- amount spent per provider
- amount spent per person by NHI number
- service purchased with discretionary funding
- provider name who conducted the service
- service description

A3.8 SPECIFIC REQUIREMENTS

Any service costing over \$1000 at any one time or that is proposed on an ongoing basis (more than 3 months) must be agreed in writing by the Ministry Contract Relationship Manager.

A3.9 GUIDELINES

NASC will observe the Support Needs Assessment and Service Coordination Policy and Procedure Information Reporting Guidelines, MOH 2002 and Operational Manual for Needs Assessment and Service Coordination Managers 2005:

- to ensure NASC understand discretionary options information requirements
- to ensure that discretionary options are used well and aligned with the intent of the Ministry
- to provide support to NASC in their use of discretionary options
- to ensure that NASC are aware of the responsibilities of the Ministry and how they impact on the decisions
- to provide information that enables NASC to use discretionary funding appropriately

A3.10 NASC Responsibilities

There is a balance between managing responsibilities and creating an environment that enables service co-ordinators to be flexible and innovative in their use of resources. Where a NASC is not sure that a solution is appropriate then they should contact the Ministry for advice.

There are three key responsibilities that the Ministry needs to consider as it carries out its business that are relevant to NASC when considering using discretionary funding.

A3.10.1 The Funding Agreement between the Ministry and Crown

DSS receives funds to purchase disability support services to meet the needs of the eligible population. Other government departments, of course, receive funds to purchase and meet a range of other needs e.g. Education, MSD. A NASC is not expected to purchase solutions that are the responsibility of another funder, although solutions may complement the services of another funder, e.g. after school care.

For most services there needs to be a level of prioritisation, with highest needs being met first. Discretionary funding should not be used to avoid or shortcut processes and criteria for accessing existing disability-contracted services. However if all other options have been exhausted, it may be used to purchase intermediate solutions e.g. while a client waits for a residential support service.

The Ministry is required to assure the quality of services provided. Where the NASC is contracting directly for provision of a service, then the contract should specify quality requirements.

A3.10.2 The DSS Framework

The auditable boundaries separating needs assessment and service coordination purchasing and service provision should be maintained. This means that NASC are not expected to provide services, and therefore must ensure that they do not engage in activities that would usually be carried out by providers' i.e the recruitment of suitable carers for individuals. Where the parent company of a NASC is also a service provider, the NASC will need the approval of the Ministry before they can contract with the parent or one of its subsidiaries.

NASC and the Ministry need to be aware of all legislative obligations in relation to use of Discretionary Funding, for example that particular arrangements are not anti-competitive or restrict trade practice.

A3.10.3 Process

The NASC is required to:

- determine that all available contracted support options have been explored
- determine that the discretionary funded option(s) is the most appropriate option for the individual
- identify the solution, ensure that it is acceptable to the person and will meet identified goals and outcomes sought
- ensure that the solution will not put the person or carer in any greater risk than other available support options
- ensure that the NASC Manager has signed-off the discretionary funding proposal and sent this onto the Ministry for approval if necessary (i.e where the cost is over \$1,000 or is on-going)
- ensure all internal and Ministry requirements relating to the process, delegated authorities and approvals have been followed

Variation to Agreement

between

**HIS MAJESTY THE KING IN RIGHT OF HIS
GOVERNMENT IN NEW ZEALAND
(acting by and through the
Ministry for Disabled People)**

known as



PO Box 1566
Wellington 6140
Phone: 0800 566 601

Contact:

Peggy Aerts

and

**Compensation Advisory
Services Ltd - LifeLinks
Needs Assessment and Service Coordination**

PO Box 2379
Christchurch
Ph: 03-365 9593

Contact:

Craig Hutchison

A handwritten signature in black ink, located in the bottom right corner of the page.

CONTENTS OF THIS AGREEMENT

A:	SUMMARY	2
B:	PROVIDER SPECIFIC TERMS AND CONDITIONS	3



A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means His Majesty the King in Right of His Government in New Zealand (acting by and through the Ministry for Disabled People (MDP))
- b. "you", "your" means Compensation Advisory Services Ltd - LifeLinks
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2018 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 July 2018 and ended on 30 June 2021 and was numbered (230284 / 360278/00).

A3 Variation

This is the 07 variation to the Agreement and changes the Agreement price. This variation to the Agreement begins on 01 July 2023 and ends on 30 June 2025.

A4 Section B

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

A5 Remainder of Agreement

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

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For His Majesty the King:

For Compensation Advisory Services
Ltd - LifeLinks:



(signature)

Name Rachael Burt

Position Group Manager- Enabling Good Lives

Date 21/12/2023



(signature)

Name Craig Hutchison

Position Director

Date 1-12-2023

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	Compensation Advisory Services Ltd - LifeLinks
Legal Entity Number	230284
Contract Number	360278 / 07
Variation Commencement Date	01 July 2023
Variation End Date	30 June 2025

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
DSS1040 DSD NASC Management - NASC Management	\$376,589.28	15	CMS
DSS1040 DSD NASC Management - EGL Support	\$6,829.68	15	CMS
DSS1040 DSD NASC Management - Management Fee	\$43,200.00	15	CMS
DSS1040 DSD NASC Management - Initiatives	\$8,000.00	15	CMS
DSS1040 DSD NASC Management - NRM-MH & Long Stay Reviews	\$2,496.00	15	CMS
Total price for the Service Schedule	\$437,114.96		

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below 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

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 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

B6 Payment Schedule

B6.1 Payment Schedule for DSS1040 DSD NASC Management - NASC Management, DSS1040 DSD NASC Management - EGL Support, DSS1040 DSD NASC Management - Management Fee, and DSS1040 DSD NASC Management - NRM-MH & Long Stay Reviews

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)
21 August 2023	31 July 2023	July 2023	\$17,879.79
20 September 2023	31 August 2023	August 2023	\$17,879.79
20 October 2023	30 September 2023	September 2023	\$17,879.79
20 November 2023	31 October 2023	October 2023	\$17,879.79
20 December 2023	30 November 2023	November 2023	\$17,879.79
22 January 2024	31 December 2023	December 2023	\$17,879.79
20 February 2024	31 January 2024	January 2024	\$17,879.79
20 March 2024	29 February 2024	February 2024	\$17,879.79
22 April 2024	31 March 2024	March 2024	\$17,879.79
20 May 2024	30 April 2024	April 2024	\$17,879.79
20 June 2024	31 May 2024	May 2024	\$17,879.79
22 July 2024	30 June 2024	June 2024	\$17,879.79
20 August 2024	31 July 2024	July 2024	\$17,879.79
20 September 2024	31 August 2024	August 2024	\$17,879.79
21 October 2024	30 September 2024	September 2024	\$17,879.79
20 November 2024	31 October 2024	October 2024	\$17,879.79
20 December 2024	30 November 2024	November 2024	\$17,879.79
20 January 2025	31 December 2024	December 2024	\$17,879.79
20 February 2025	31 January 2025	January 2025	\$17,879.79
20 March 2025	28 February 2025	February 2025	\$17,879.79
21 April 2025	31 March 2025	March 2025	\$17,879.79
20 May 2025	30 April 2025	April 2025	\$17,879.79
20 June 2025	31 May 2025	May 2025	\$17,879.79
21 July 2025	30 June 2025	June 2025	\$17,879.79
Total			\$429,114.96

B6.2 Payment Schedule for DSS1040 DSD NASC Management - Initiatives

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 July 2023	30 June 2023	1 July 2023 to 31 December 2023
22 January 2024	31 December 2023	1 January 2024 to 30 June 2024
22 July 2024	30 June 2024	1 July 2024 to 31 December 2024
20 January 2025	31 December 2024	1 January 2025 to 30 June 2025

B7 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 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

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

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

B8 Provider Specific Terms and Conditions

B8.1 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.

B8.2 Additional Provider Specific Terms and Conditions

This variation applies the 2023/2024 General Price Increase to the NASC Management services.

Variation to Agreement

between

**HIS MAJESTY THE KING IN RIGHT OF HIS
GOVERNMENT IN NEW ZEALAND
(acting by and through the
Ministry for Disabled People)**

known as



PO Box 1566
Wellington 6140
Phone: 0800 566 601

Contact:

Peggy Aerts

and

**Compensation Advisory
Services Ltd - LifeLinks
Needs Assessment and Service Coordination**

PO Box 2379
Christchurch
Ph: 03-365 9593

Contact:

Craig Hutchison

Cls *A*

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A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For His Majesty the King:

 (signature)

Name Doug Funnell

Position Acting Group Manager
Operational Performance

Date 19 May 2023


For Compensation Advisory Services
Ltd - LifeLinks:

 (signature)

Name Craig Hutchison

Position Director

Date 16-5-2023

Rebecca Wakelin 
General Manager
16 May 2023

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	Compensation Advisory Services Ltd - LifeLinks
Legal Entity Number	230284
Contract Number	360278 / 06
Variation Commencement Date	01 January 2023
Variation End Date	30 June 2025

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
DSS1040 DSD NASC Management - NASC Management 1 January 2023 - 30 June 2025	\$10,135,484.36	15	CMS
DSS1039D DSD Discretionary Funding - Discretionary Funding 1 July 2023 - 30 June 2025	\$220,000.00	15	CMS
DSS1039D DSD Discretionary Funding - Historic Individualised Funding 1 July 2023 - 30 June 2025	\$220,906.64	15	CMS
DSS1040 DSD NASC Management - EGL Support 1 July 2023 - 30 June 2025	\$170,746.32	15	CMS
DSS1040 DSD NASC Management - Management Fee 1 July 2023 - 30 June 2025	\$1,080,000.00	15	CMS
DSS1040 DSD NASC Management - Panel Expenses 1 July 2023 - 30 June 2025	\$120,000.00	15	CMS
DSS1040 DSD NASC Management - Initiatives 1 July 2023 - 30 June 2025	\$200,000.00	15	CMS
DSS1040 DSD NASC Management - NRM-MH & Long Stay Reviews 1 July 2023 - 30 June 2025	\$62,400.00	15	CMS
Total price for the Service Schedule	\$12,209,537.32		

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.



B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below 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

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 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

B6 Payment Schedules

- B6.1 DSS1040 DSD NASC Management - NASC Management
DSS1040 DSD NASC Management - EGL Support
DSS1040 DSD NASC Management - Management Fee
DSS1040 DSD NASC Management - NRM-MH & Long Stay Reviews

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)
20 February 2023	31 January 2023	January 2023	\$120,125.66
20 March 2023	28 February 2023	February 2023	\$120,125.66
20 April 2023	31 March 2023	March 2023	\$120,125.66
22 May 2023	30 April 2023	April 2023	\$120,125.66
20 June 2023	31 May 2023	May 2023	\$120,125.66
20 July 2023	30 June 2023	June 2023	\$120,124.66
21 August 2023	31 July 2023	July 2023	\$446,994.93
20 September 2023	31 August 2023	August 2023	\$446,994.93
20 October 2023	30 September 2023	September 2023	\$446,994.93
20 November 2023	31 October 2023	October 2023	\$446,994.93

20 December 2023	30 November 2023	November 2023	\$446,994.93
22 January 2024	31 December 2023	December 2023	\$446,994.93
20 February 2024	31 January 2024	January 2024	\$446,994.93
20 March 2024	29 February 2024	February 2024	\$446,994.93
22 April 2024	31 March 2024	March 2024	\$446,994.93
20 May 2024	30 April 2024	April 2024	\$446,994.93
20 June 2024	31 May 2024	May 2024	\$446,994.93
22 July 2024	30 June 2024	June 2024	\$446,994.63
20 August 2024	31 July 2024	July 2024	\$446,994.93
20 September 2024	31 August 2024	August 2024	\$446,994.93
21 October 2024	30 September 2024	September 2024	\$446,994.93
20 November 2024	31 October 2024	October 2024	\$446,994.93
20 December 2024	30 November 2024	November 2024	\$446,994.93
20 January 2025	31 December 2024	December 2024	\$446,994.93
20 February 2025	31 January 2025	January 2025	\$446,994.93
20 March 2025	28 February 2025	February 2025	\$446,994.93
21 April 2025	31 March 2025	March 2025	\$446,994.93
20 May 2025	30 April 2025	April 2025	\$446,994.93
20 June 2025	31 May 2025	May 2025	\$446,994.93
21 July 2025	30 June 2025	June 2025	\$446,994.63
Total			\$11,448,630.68

B6.2 DSS1039D DSD Discretionary Funding - Discretionary Funding

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
21 August 2023	31 July 2023	July 2023
20 September 2023	31 August 2023	August 2023
20 October 2023	30 September 2023	September 2023
20 November 2023	31 October 2023	October 2023
20 December 2023	30 November 2023	November 2023
22 January 2024	31 December 2023	December 2023
20 February 2024	31 January 2024	January 2024
20 March 2024	29 February 2024	February 2024
22 April 2024	31 March 2024	March 2024
20 May 2024	30 April 2024	April 2024
20 June 2024	31 May 2024	May 2024
22 July 2024	30 June 2024	June 2024
20 August 2024	31 July 2024	July 2024
20 September 2024	31 August 2024	August 2024
21 October 2024	30 September 2024	September 2024
20 November 2024	31 October 2024	October 2024
20 December 2024	30 November 2024	November 2024
20 January 2025	31 December 2024	December 2024
20 February 2025	31 January 2025	January 2025
20 March 2025	28 February 2025	February 2025
21 April 2025	31 March 2025	March 2025
20 May 2025	30 April 2025	April 2025
20 June 2025	31 May 2025	May 2025
21 July 2025	30 June 2025	June 2025

B6.3 DSS1039D DSD Discretionary Funding - Historic Individualised Funding

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

31 March 2025	21 March 2025	12 March 2025 – 25 March 2025
14 April 2025	04 April 2025	26 March 2025 – 08 April 2025
28 April 2025	18 April 2025	09 April 2025 – 22 April 2025
12 May 2025	02 May 2025	23 April 2025 – 06 May 2025
26 May 2025	16 May 2025	07 May 2025 – 20 May 2025
09 June 2025	30 May 2025	21 May 2025 – 03 June 2025
23 June 2025	13 June 2025	04 June 2025 – 17 June 2025
07 July 2025	27 June 2025	18 June 2025 – 30 June 2025

B6.4 DSS1040 DSD NASC Management - Panel Expenses

DSS1040 DSD NASC Management - Initiatives

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 July 2023	30 June 2023	01 July 2023 – 31 December 2023
22 January 2024	31 December 2023	01 January 2024 – 30 June 2024
22 July 2024	30 June 2024	01 July 2024 – 31 December 2024
20 January 2025	31 December 2024	01 January 2025 – 30 June 2025

B7 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.

B7.1 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 the identification and reporting of child abuse and neglect in accordance with section 15 of the Oranga Tamariki Act 1989.

B7.2 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

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

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

B8 Provider Specific Terms and Conditions

B8.1 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.

B8.2 Additional Provider Specific Terms and Conditions

The focus of this funding uplift is to increase NASC capacity:

- A minimum of 50% of the funding uplift invested on creating frontline FTE working directly with disabled people, Whanau and their communities. This is to assist NASC's to strengthen the EGL alignment when providing existing contracted services. It will ensure people NASC work alongside can understand and plan what a flexible approach may mean for them. NASC are to ensure they are providing mainstream and community options first.

Co *to*

- A minimum of 10% of the uplift invested in creating FTE Community Liaison Roles (Whaikaha to provide a detailed description of these roles to ensure Whaikaha's intent is understood):
 - The NASC Service Provider will identify those services it has explicitly engaged / partnered with as a result of this funding, to ensure community connections are established both within the disabled and mainstream communities
 - These services will be accurately measured and record what benefits are evident and consequently identify other additional opportunities which may exist for strengthening community opportunities
- A minimum of 10% of the uplift invested in strengthening Community Connections with Māori and Pacific Communities to reduce inequity.
 - The NASC Provider will identify those services it has explicitly engaged / partnered with because of this funding, to ensure the reduction of inequity within Māori and Pacific Communities
 - It will state how these services will be accurately measured and record what benefits are evident and identify other additional opportunities which may exist for furthering Māori and Pacific Communities equity.
- A minimum of 5% of the uplift to develop and implement a Safeguarding policy and ongoing staff training. NASC will be expected to work alongside Whaikaha Safeguarding Project group to develop an understanding and approach in line with Whaikaha's strategic direction
 - The NASC Provider will establish and implement a policy which reflects its approach to Safeguarding
 - The provider will specify how it intends to implement this policy
 - The provider will identify how the outputs of this policy are to be accurately measured, and record the benefits
- A minimum of 5% of the uplift to be used to address the following issues which currently impact on service delivery.
 - Establish a pathway within the NASC Network to proactively address capacity issues caused by staff absenteeism, increased workload, service interruption following regional and/or national events
 - Continue to ensure national eligibility and operational policy implementation is consistent across the country and a programme of training is implemented to ensure best practice across all NASC's
 - The NASC Provider will provide a crisis response service when required, and have available a 24 hour emergency call system through which disabled people, whanau and support networks experiencing genuine emergencies can access service such as respite care when required. To fulfil this function the NASC Provider will need to be able to source crisis response options

Reporting

A report will be sent to: reporting@whaikaha.govt.nz, by the last day of each quarter commencing 1 July 2023. The report will include a narrative update on each component of the uplift – reporting template to be provided.

Two handwritten signatures are located at the bottom right of the page. The first signature is a cursive 'C' followed by a flourish. The second signature is a stylized 'A' with a large loop.

Variation to Agreement

between

**HER MAJESTY THE QUEEN IN RIGHT OF HER
GOVERNMENT IN NEW ZEALAND
(acting by and through the Ministry of Health)**



MANATŪ HAUORA

650 Great South Road
Private Bag 92-522
Auckland
Ph: 09-580 9000

130 Grantham Street
PO Box 1031
Hamilton
Ph: 07-858 7000

133 Molesworth Street
PO Box 5013
Wellington
Ph: 04-496 2000

6 Hazeldean Road
PO Box 3877
Christchurch
Ph: 04-496-2000

481 Moray Place
PO Box 5849
Dunedin
Ph: 03-474 8040

Contact:

Jane Hansford

and

**Compensation Advisory
Services Ltd - LifeLinks
Needs Assessment and Service Coordination**

PO Box 2379
Christchurch
Ph: 03-365 9593

Contact:

Craig Hutchison

CONTENTS OF THIS AGREEMENT

A:	SUMMARY	2
B:	PROVIDER SPECIFIC TERMS AND CONDITIONS	3



A: SUMMARY

A1 Definitions

- a. "we", "us", "our" means Her Majesty the Queen in Right of Her Government in New Zealand (acting by and through the Ministry of Health (MoH))
- b. "you", "your" means Compensation Advisory Services Ltd - LifeLinks
- c. "either of us" means either we or you
- d. "both of us" means both we and you

A2 The Agreement

In 2018 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 July 2018 and ended on 30 June 2021 and was numbered (230284 / 360278/00).

A3 Variation

This is the 04 variation to the Agreement and changes the Agreement price. This variation to the Agreement begins on 01 July 2021 and ends on 30 June 2023.

A4 Section B

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

A5 Remainder of Agreement

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

A6 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Her Majesty the Queen:

For Compensation Advisory Services
Ltd - LifeLinks:


(signature)


(signature)

Name Amanda Bleckmann

Name Craig Hutchinson

Position Group Manager, Operational Performance

Position Director

Date 9 December 2021

Date 8-12-2021



B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	Compensation Advisory Services Ltd - LifeLinks
Legal Entity Number	230284
Contract Number	360278 / 04
Variation Commencement Date	01 July 2021
Variation End Date	30 June 2023

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
DSS1040 DSD NASC Management	\$319,317.36	15	CMS
DSS1040 DSD NASC Management - EGL Support	\$8,347.20	15	CMS
Total price for the Service Schedule	\$327,664.56		

PAYMENT DETAILS

B3 Price

- B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

- B4.1 We will pay you on the dates set out in the Payment Schedule below 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
- date the invoice is due to be paid/date payment expected
- dollar amount to be paid
- period the service was provided
- volume, if applicable



- j. GST rate
k. GST number
l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send Invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B6 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)
20 August 2021	31 July 2021	July 2021	\$13,652.66
21 September 2021	31 August 2021	August 2021	\$13,652.62
20 October 2021	30 September 2021	September 2021	\$13,652.62
20 November 2021	31 October 2021	October 2021	\$13,652.62
21 December 2021	30 November 2021	November 2021	\$13,652.62
20 January 2022	31 December 2021	December 2021	\$13,652.62
21 February 2022	31 January 2022	January 2022	\$13,652.62
21 March 2022	28 February 2022	February 2022	\$13,652.62
20 April 2022	31 March 2022	March 2022	\$13,652.62
20 May 2022	30 April 2022	April 2022	\$13,652.62
20 June 2022	31 May 2022	May 2022	\$13,652.62
20 July 2022	30 June 2022	June 2022	\$13,652.58
22 August 2022	31 July 2022	July 2022	\$13,652.66
20 September 2022	31 August 2022	August 2022	\$13,652.62
20 October 2022	30 September 2022	September 2022	\$13,652.62
21 November 2022	31 October 2022	October 2022	\$13,652.62
20 December 2022	30 November 2022	November 2022	\$13,652.62
20 January 2023	31 December 2022	December 2022	\$13,652.62
20 February 2023	31 January 2023	January 2023	\$13,652.62
20 March 2023	28 February 2023	February 2023	\$13,652.62
20 April 2023	31 March 2023	March 2023	\$13,652.62
22 May 2023	30 April 2023	April 2023	\$13,652.62
20 June 2023	31 May 2023	May 2023	\$13,652.62
20 July 2023	30 June 2023	June 2023	\$13,654.26
Total			\$327,664.56

B7 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 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

B8 Provider Specific Terms and Conditions

B8.1 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.

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

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



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.

B8.2 Additional Provider Specific Terms and Conditions

This variation applies the 2021/2022 general price increase to the NASC Management service(s) from 1 July 2021.



Variation to Agreement

between

**HER MAJESTY THE QUEEN IN RIGHT OF HER
GOVERNMENT IN NEW ZEALAND
(acting by and through the Ministry of Health)**



MANATŪ HAUORA

650 Great South Road
Private Bag 92-522
Auckland
Ph: 09-580 9000

130 Grantham Street
PO Box 1031
Hamilton
Ph: 07-858 7000

133 Molesworth Street
PO Box 5013
Wellington
Ph: 04-496 2000

6 Hazeldean Road
PO Box 3877
Christchurch
Ph: 04-496-2000

481 Moray Place
PO Box 5849
Dunedin
Ph: 03-474 8040

Contact:

Viv Ruth (Christchurch)

and

**Compensation Advisory
Services Ltd - LifeLinks
Needs Assessment and Service Coordination**

PO Box 2379
Christchurch
Ph: 03-365 9593

Contact:

Craig Hutchison

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A: SUMMARY

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In 2018 both of us entered into a Health and Disability Services Agreement (the Agreement). The Agreement commenced on 1 July 2018 and ends on 30 June 2021 and is numbered (230284 / 360278/00).

A3 Variation

This is the 02 variation to the Agreement and extends the Agreement term and changes the Agreement price. This variation to the Agreement begins on 01 July 2020 and ends on 30 June 2023.

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

A4 Remainder of Agreement

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

A5 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For Her Majesty the Queen:

For Compensation Advisory Services
Ltd - LifeLinks:


(signature)


(signature)

Name Amanda Bleckmann

Name CRAIG HUTCHINSON

Position Group Manager, Operational Performance

Position DIRECTOR

Date 24/02/2021

Date 22 FEBRUARY 2021

B: PROVIDER SPECIFIC TERMS AND CONDITIONS

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

Legal Entity Name	Compensation Advisory Services Ltd - LifeLinks
Legal Entity Number	230284
Contract Number	360278 / 02
Variation Commencement Date	01 July 2020
Variation End Date	30 June 2023

B2 Details of all purchase units which apply to this Variation

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
DSS1040 DSD NASC Management - DSD NASC Management	\$6,746,939.50	15	CMS
DSS1039D DSD Discretionary Funding - DSD Discretionary Funding	\$220,000.00	15	CMS
DSS1039D DSD Discretionary Funding – Historic Individualised Funding	\$220,604.44	15	CMS
DSS1040 DSD NASC Management	\$162,400.00	15	CMS
Total price for the Service Schedule	\$7,349,943.94		

PAYMENT DETAILS

B3 Price

B3.1 The price we will pay for the Service you provide is specified above. Note that all prices are exclusive of GST.

B4 Invoicing

B4.1 We will pay you on the dates set out in the Payment Schedule below 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

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B5 Invoicing Address

Send invoices to:

providerinvoices@health.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B6 Payment Schedule for DSS1040 DSD NASC Management & DSS1040 DSD NASC Management – EGL Support

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)
20 August 2020	31 July 2020	July 2020	\$44,545.00
21 September 2020	31 August 2020	August 2020	\$44,545.00
20 October 2020	30 September 2020	September 2020	\$44,545.00
20 November 2020	31 October 2020	October 2020	\$44,545.00
21 December 2020	30 November 2020	November 2020	\$44,545.00
20 January 2021	31 December 2020	December 2020	\$44,545.00
22 February 2021	31 January 2021	January 2021	\$44,545.00
22 March 2021	28 February 2021	February 2021	\$44,545.00
20 April 2021	31 March 2021	March 2021	\$44,545.00
20 May 2021	30 April 2021	April 2021	\$44,545.00
21 June 2021	31 May 2021	May 2021	\$44,545.00
20 July 2021	30 June 2021	June 2021	\$44,545.00
20 August 2021	31 July 2021	July 2021	\$265,616.65
21 September 2021	31 August 2021	August 2021	\$265,616.65
20 October 2021	30 September 2021	September 2021	\$265,616.65
20 November 2021	31 October 2021	October 2021	\$265,616.65
21 December 2021	30 November 2021	November 2021	\$265,616.65
20 January 2022	31 December 2021	December 2021	\$265,616.65
21 February 2022	31 January 2022	January 2022	\$265,616.65
21 March 2022	28 February 2022	February 2022	\$265,616.65
20 April 2022	31 March 2022	March 2022	\$265,616.65
20 May 2022	30 April 2022	April 2022	\$265,616.65
20 June 2022	31 May 2022	May 2022	\$265,616.65

20 July 2022	30 June 2022	June 2022	\$265,616.61
22 August 2022	31 July 2022	July 2022	\$265,616.65
20 September 2022	31 August 2022	August 2022	\$265,616.65
20 October 2022	30 September 2022	September 2022	\$265,616.65
21 November 2022	31 October 2022	October 2022	\$265,616.65
20 December 2022	30 November 2022	November 2022	\$265,616.65
20 January 2023	31 December 2022	December 2022	\$265,616.65
20 February 2023	31 January 2023	January 2023	\$265,616.65
20 March 2023	28 February 2023	February 2023	\$265,616.65
20 April 2023	31 March 2023	March 2023	\$265,616.65
22 May 2023	30 April 2023	April 2023	\$265,616.65
20 June 2023	31 May 2023	May 2023	\$265,616.65
20 July 2023	30 June 2023	June 2023	\$265,616.59
Total			\$6,909,339.50

Payment Schedule for DSS1039D DSD Discretionary Funding

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 August 2021	31 July 2021	July 2021
21 September 2021	31 August 2021	August 2021
20 October 2021	30 September 2021	September 2021
20 November 2021	31 October 2021	October 2021
21 December 2021	30 November 2021	November 2021
20 January 2022	31 December 2021	December 2021
21 February 2022	31 January 2022	January 2022
21 March 2022	28 February 2022	February 2022
20 April 2022	31 March 2022	March 2022
20 May 2022	30 April 2022	April 2022
20 June 2022	31 May 2022	May 2022
20 July 2022	30 June 2022	June 2022
22 August 2022	31 July 2022	July 2022
20 September 2022	31 August 2022	August 2022
20 October 2022	30 September 2022	September 2022
21 November 2022	31 October 2022	October 2022
20 December 2022	30 November 2022	November 2022
20 January 2023	31 December 2022	December 2022
20 February 2023	31 January 2023	January 2023
20 March 2023	28 February 2023	February 2023
20 April 2023	31 March 2023	March 2023
22 May 2023	30 April 2023	April 2023
20 June 2023	31 May 2023	May 2023
20 July 2023	30 June 2023	June 2023

Payment Schedule for DSS1039D DSD Discretionary Funding – Historic Individualised Funding

Payments will be made by us on these dates:	On Invoices received by us on or before:	For services supplied in the period:
20 July 2021	11 July 2021	23 June 2021 to 06 July 2021
03 August 2021	25 July 2021	07 July 2021 to 20 July 2021
17 August 2021	08 August 2021	21 July 2021 to 03 August 2021
31 August 2021	22 August 2021	04 August 2021 to 17 August 2021
14 September 2021	05 September 2021	18 August 2021 to 31 August 2021
28 September 2021	19 September 2021	01 September 2021 to 14 September 2021
12 October 2021	03 October 2021	15 September 2021 to 28 September 2021
26 October 2021	17 October 2021	29 September 2021 to 12 October 2021
09 November 2021	31 October 2021	13 October 2021 to 26 October 2021
23 November 2021	14 November 2021	27 October 2021 to 09 November 2021
07 December 2021	28 November 2021	10 November 2021 to 23 November 2021
21 December 2021	12 December 2021	24 November 2021 to 07 December 2021
04 January 2022	26 December 2021	08 December 2021 to 21 December 2021
18 January 2022	09 January 2022	22 December 2021 to 04 January 2022
01 February 2022	23 January 2022	05 January 2022 to 18 January 2022
15 February 2022	06 February 2022	19 January 2022 to 01 February 2022
01 March 2022	20 February 2022	02 February 2022 to 15 February 2022
15 March 2022	06 March 2022	16 February 2022 to 01 March 2022
29 March 2022	20 March 2022	02 March 2022 to 15 March 2022
12 April 2022	03 April 2022	16 March 2022 to 29 March 2022
26 April 2022	17 April 2022	30 March 2022 to 12 April 2022
10 May 2022	01 May 2022	13 April 2022 to 26 April 2022
24 May 2022	15 May 2022	27 April 2022 to 10 May 2022
07 June 2022	29 May 2022	11 May 2022 to 24 May 2022
21 June 2022	12 June 2022	25 May 2022 to 07 June 2022
05 July 2022	26 June 2022	08 June 2022 to 21 June 2022
19 July 2022	10 July 2022	22 June 2022 to 05 July 2022
02 August 2022	24 July 2022	06 July 2022 to 19 July 2022
16 August 2022	07 August 2022	20 July 2022 to 02 August 2022
30 August 2022	21 August 2022	03 August 2022 to 16 August 2022
13 September 2022	04 September 2022	17 August 2022 to 30 August 2022
27 September 2022	18 September 2022	31 August 2022 to 13 September 2022
11 October 2022	02 October 2022	14 September 2022 to 27 September 2022
25 October 2022	16 October 2022	28 September 2022 to 11 October 2022
08 November 2022	30 October 2022	12 October 2022 to 25 October 2022
22 November 2022	13 November 2022	26 October 2022 to 08 November 2022
06 December 2022	27 November 2022	09 November 2022 to 22 November 2022
20 December 2022	11 December 2022	23 November 2022 to 06 December 2022
03 January 2023	25 December 2022	07 December 2022 to 20 December 2022

17 January 2023	08 January 2023	21 December 2022 to 03 January 2023
31 January 2023	22 January 2023	04 January 2023 to 17 January 2023
14 February 2023	05 February 2023	18 January 2023 to 31 January 2023
28 February 2023	19 February 2023	01 February 2023 to 14 February 2023
14 March 2023	05 March 2023	15 February 2023 to 28 February 2023
28 March 2023	19 March 2023	01 March 2023 to 14 March 2023
11 April 2023	02 April 2023	15 March 2023 to 28 March 2023
25 April 2023	16 April 2023	29 March 2023 to 11 April 2023
09 May 2023	30 April 2023	12 April 2023 to 25 April 2023
23 May 2023	14 May 2023	26 April 2023 to 09 May 2023
06 June 2023	28 May 2023	10 May 2023 to 23 May 2023
20 June 2023	11 June 2023	24 May 2023 to 06 June 2023
04 July 2023	25 June 2023	07 June 2023 to 20 June 2023
18 July 2023	09 July 2023	21 June 2023 to 30 June 2023

B7 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 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

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

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

B8 Provider Specific Terms and Conditions

B8.1 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.

B8.2 Additional Provider Specific Terms and Conditions

This variation is effective from 1st July 2020 and extends the agreement for two years and shall expire on 30 June 2023.

This variation applies additional funding to support NASC's increase in NASC Assessment & Coordination full time equivalent staff and service capacity as a result of increasing volume of referrals.

Notwithstanding any other right or obligation of either party under this Variation, the Ministry's liability to fund in accordance with this Variation shall be limited to funding service actions as agreed in the plan outlined by you in response to the Ministry's email on 17 December 2020 entitled "NASC – funding to address service volume increases". Refer Appendix – Additional funding.

As part of your standard quarterly reporting we require reporting on recruitment as at 30 March 2021 and follow up in June 2021.



C: APPENDIX – ADDITIONAL FUNDING

From: Craig Hutchison <hutchisonc@lifelinks.co.nz>
Sent: Wednesday, 16 December 2020 8:59 am
To: Angela Radich <Angela.Radich@health.govt.nz>; Doug Funnell <Doug.Funnell@health.govt.nz>
Subject: RE: NASC - funding to address service volume increases

Further to my email yesterday here is our plan for the use of extra funds in three parts
1 July 2020 to 31 December 2020

- One off bonus to staff recognising their extra effort during COVID
- % increase to all staff, bringing their remuneration up to a more equitable level
- Replacement of 12 computers that are expiring
- Software update for the computers, so we are all working on same systems
- Fee For Service Outcome planning to complete 200 outcome plans

1 January 2021 to 30 June 2021

- Continuation of % increase to all staff
- 6 new/additional FTE
- Technology for new staff
- Training for new staff

Annual post 30 June 2021

- Total new FTE plus the ongoing % increase
- Project development

I trust that will meet your sign off requirements
If you require any further information, please let me know

Regards

Craig Hutchison
LIFELINKS

From: Angela Radich <Angela.Radich@health.govt.nz>
Sent: Tuesday, 15 December 2020 12:53 p.m.
To: Craig Hutchison <hutchisonc@lifelinks.co.nz>
Subject: NASC - funding to address service volume increases

Dear Craig,

I am writing to advise you that the Ministry of Health is applying additional funding to the NASC service this year and will extend your agreement term a further two years, through to June 2023.

I am pleased to advise that we are increasing the NASC management fee for Lifelinks. The annual increase of \$534,540 will be back dated to 1st July 2020.

The intention of this increase is to ensure NASC have capacity to respond to the increasing volume of referrals. As such, our expectation is that this funding will be directly applied to an increase in NASC Assessment & Coordination full time equivalent staff as quickly as possible. We will require reporting on recruitment as at 30 March 2021 and follow up in June 2021.



To access backdated funding for the period July 2020 to March 2021 we require an email/letter documenting how the funding will be used to address capacity issues. Ideally, we would like this plan to be sent to the Ministry by 15 Jan 2021. Back dated funding is conditional on the plan being agreed with the Ministry and we will require standard quarterly reporting to follow progress on the identified priority areas.

If you have any questions about what is written above, please contact Doug Funnell, Portfolio Manager at Doug.Funnell@health.govt.nz.

Please email Doug to confirm receipt of, and initial acceptance of this offer.

The increase will be by variation to your existing service agreement.

Warm regards

Adri

Adri Isbister
Deputy Director-General
Disability
Ministry of Health
Mobile: 021 712 267
Fax: 04 816 2989

<http://www.health.govt.nz>
<mailto:Adri.Isbister@health.govt.nz>

Agreement
Between
**HER MAJESTY THE QUEEN IN RIGHT OF HER
GOVERNMENT IN NEW ZEALAND**
(acting by and through the Ministry of Health)



MANATŪ HAUORA

650 Great South Road
Private Bag 92-522
Auckland
Ph: 09-580 9000
Fax: 09-580 9001

73 Rostrevor Street
PO Box 1031
Hamilton
Ph: 07-858 7000
Fax: 07-858 7001

133 Molesworth Street
PO Box 5013
Wellington
Ph: 04-496 2000
Fax: 04-496 2340

6 Hazeldean Road
PO Box 3877
Christchurch
Ph: 04-496-2000
Fax: 03-372 1015

481 Moray Place
PO Box 5849
Dunedin
Ph: 03-474 8040
Fax: 03-474 8582

Contact:

Doug Funnell (Dunedin)

and
**Compensation Advisory Services Ltd -
LifeLinks**

Needs Assessment and Service Coordination

PO Box 2379
Christchurch
Ph: 03-365 9593
Fax: 03-365 5244

Contact:

Craig Hutchison

for Health and Disability Services

You, as the Provider, agree to provide the Services on the terms of this agreement.

Signed for and on behalf of
HER MAJESTY THE QUEEN IN RIGHT OF
HER GOVERNMENT IN NEW ZEALAND
(acting by and through the Ministry of
Health) by:



Authorised Signatory

Name Toni Atkinson
Group Manager
Disability Support Services

Position

Date 16/7/18

Signed for and on behalf of
COMPENSATION ADVISORY SERVICES
LTD - LIFELINKS by:




Authorised Signatory

Name Craig Hutchison

Position Director

Date 9-7-18

*This is signed with
the understanding the
contract specifications
are not current*


HEAD AGREEMENT – SUMMARY TABLE

This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. The following summary table will be updated, in an agreement variation, whenever there is a change to this list.

Part 1 – The Head Agreement

Document	Commencement Date
This Document	1 July 2018

Part 2 – The Service Schedules

Service Schedule(s)	Reference/ Version No	Commencement Date	End Date
DSS1040 DSD NASC Management	1.0	1 July 2018	30 June 2021
DSS1039D DSD Discretionary Funding	1.0	1 July 2018	30 June 2021

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PART 1 HEAD AGREEMENT

SECTION A: GENERAL TERMS AND CONDITIONS

A1 AGREEMENT

- A1.1 We agree to purchase and you agree to provide Services on the terms and conditions set out in the Agreement, which you and we enter into under section 10 of the New Zealand Public Health and Disability Act 2000.
- A1.2 The Agreement means Part 1 (this document, to be referred to as the Head Agreement), together with Part 2 (the documents listed in the Agreement Summary).
- A1.3 Expressions used in this Agreement are defined in clauses A30.11 and A30.12
- A1.4 If there is any conflict between the terms of Part 1 and Part 2, the terms of Part 2 will prevail.
- A1.5 Both of us acknowledge that both of us expect that Part 1 will not normally be amended and that any such amendment will usually be expressly provided for in Part 2.
- A1.6 The Agreement will commence on the Commencement Date and, subject to any rights of review, amendment, variation or termination, will apply until the End Date.

A2 RELATIONSHIP AND REVIEW PRINCIPLES

A2.1 Relationships

Both of us acknowledge that the relationship between each of us is fundamental in achieving our respective objectives in entering into the Agreement. Both of us therefore agree and commit, to address and develop relationship principles, which will guide both of us in our dealings with each other in the operation of this Agreement.

A2.2 Review

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

A3 MĀORI DISABILITY AND HEALTH SERVICES

A3.1 Treaty of Waitangi and Māori Disability and Health Statement

The Treaty of Waitangi establishes the unique and special relationship between iwi Māori and the Crown. As a Crown organisation we consider the Treaty of Waitangi principles of partnership, participation and proactive protection of Māori disability and health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which our organisation responds to Māori disability and health issues.

Equally we require that these principles shall be explicitly expressed in agreements between contracted Service providers and us. Therefore all contracted providers, whose clientele may include Māori, shall demonstrate how the policies and practices of their provider organisation and Service delivery shall benefit that Māori clientele. This reflects Objective 11 of the New Zealand Disability Strategy, which is to ensure that mainstream providers of disability

services are accessible to and culturally appropriate for disabled Māori and their whānau. This will include:

- developing the capacity of disabled Māori through the equitable allocation of resources within the context of Māori development frameworks;
- the provision of appropriate training for Māori disability service provider professionals; and
- increasing the advisory capacity of Māori.

A3.2 Māori Health Priority

Where the Services contain a specific Māori Health component the following will apply:

- a. You agree that Māori health is a specifically identified health gain priority area. You must therefore establish and implement a Māori health policy that reflects that fact. In developing this policy, and without limitation, you must take into account our strategic direction for Māori health in terms of minimum requirements for Māori health based on the Treaty of Waitangi, Crown objectives for Māori health and specific requirements negotiated from time to time with us.
- b. You must specify how you intend to implement this policy. Together, we will identify those services you 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. We will agree any additional services we may need to purchase to implement this policy.
- c. On commencement of the Agreement, you must develop your Māori health policy and operational plans after consultation with us, subject to agreement between both of us as to our respective responsibilities for ensuring that the plans, policy and services are adequately resourced within the current levels of funding.

A4 SERVICE PROVISION

A4.1 Provision of Services

You must provide the Services and conduct your practice or business:

- a. in a prompt, efficient, professional and ethical manner; and
- b. in accordance with all relevant law; and
- c. in accordance with Our Objectives;

from the Commencement Date and then without material interruption until the End Date of the relevant Services or until the Agreement or the relevant Services end in accordance with the terms of the Agreement.

A5 PAYMENTS

A5.1 We will pay you in accordance with the terms of the Agreement.

A5.2 You may only claim payments under this Agreement in respect of Services provided to Eligible Persons unless you are a Disability Information and Advisory Services (DIAS) agency and a set amount of funding is to be provided for Services provided under this Agreement. If there is any conflict between this clause and the Service Specification set out in Part 2 Section C, Part 2 Section C will prevail in determining the payments that you may claim.

- A5.3 Subject to clause A5.5 below, if we do not pay any amount due to you within three (3) days of the agreed payment date, then you may charge us Default Interest from the agreed payment date.
- A5.4 Subject to any existing arrangements between both of us, no Default Interest is payable with respect to invoices received by us prior to the agreement being signed by both of us.
- A5.5 You must first have given us an invoice completed in the agreed format and we must have received it 10 Working Days before the agreed payment date which must be specified in that invoice.
- A5.6 If you invoice us for Services not covered by this Agreement, we may recoup any payment made in respect of such invoice and charge you Default Interest on such payment from the date paid until recoupment is made.

A6 WITHHOLDING OF PAYMENTS

- A6.1 Where you:
- a. Breach clause A11.2, or clause A11.6; or
 - b. Have not completed a compliance requirement contained in a notice of default given under clause A12.3(b) or in a notice given under clause A12.4; or
 - c. Fail to meet your obligations in terms of clause A23,

we may withhold some or all of the next payment or payments due until you have remedied the breach, or otherwise complied with the relevant obligation, or until any costs incurred by us have been met, whichever is later.

- A6.2 Where you have failed to comply with any obligations under this Agreement not referred to in clause A6.1, and that failure is material, we may withhold 5% of the next payment or payments due until you comply with the relevant obligation or until any costs incurred by us have been met, whichever is later.
- A6.3 A6.3 We will give 20 Working Days notice of our intention to withhold payments under clause A6.1 and/or A6.2, during which notice period you may remedy your non-compliance.

A7 INSPECTION OF RECORDS UNDER HEALTH ACT 1956

- A7.1 Where we exercise powers under section 22G of the Health Act 1956, or any enactment that replaces that section and, following inspection under that section, we are unable to verify any of the your claims for payment under this Agreement, we may:
- a. Require you to report at such intervals and on such financial matters as we may specify;
 - b. Withhold payments under this Agreement from you until satisfied of the veracity of any of your claims for payment; and
 - c. Take such further action, as we consider necessary in the circumstances.

A8 CHARGES TO SERVICE USERS

- A8.1 Subject to your right to charge Service Users User Part Charges for certain Services as detailed in the Agreement, you will not charge Eligible People for Services funded by us under the Agreement.

- A8.2 If and when you provide Services to persons who are not Eligible Persons, you will use your best endeavours to charge and recover from that person at least the full cost to you of providing that Service. You will record details of Services provided to such persons, the costs of such Services and the extent to which these costs are recovered.

A9 COST SHIFTING

You must not knowingly be party to any arrangement, which results in

- a. our effectively having to pay more than once; or
- b. you effectively receiving separate payments, whether from us or any other Person for the supply of the same Services or any component of them.

A10 OTHER ARRANGEMENTS

- A10.1 You must not enter into any other agreement or arrangement, which would prejudice your ability to meet your obligations in the Agreement.
- A10.2 You may (subject to your obligations in the Agreement) agree to provide Services for any other person.
- A10.3 You may assign your right to receive payment under this Agreement to another party providing finance to you for the sole purpose of obtaining such finance.
- A10.4 Except as provided in clause A10.3, you must not transfer any part of your rights or obligations under the Agreement without our prior written consent, and such consent is not to be unreasonably withheld.

A11 QUALITY ASSURANCE

A11.1 Record keeping

- a. You must keep and preserve Records and protect the security of them in accordance with your statutory obligations and make them available to us in accordance with our reasonable instructions and our rights to access such Records.
- b. In the event of your ceasing to provide the Services you must:
 - i. transfer Records relating to Service Users to the new provider of services to those Service Users; and
 - ii. preserve Records not transferred to another provider.

A11.2 Access for Quality Audit

- a. You must co-operate with us fully and allow us, or our authorised agents, access to:
 - i. your premises;
 - ii. all premises where your Records are kept;
 - iii. Service Users and their families and nominated representatives;
 - iv. staff, sub-contractors or other personnel used by you in providing the Services,for the purposes of and during the course of carrying out:
 - v any Quality Audit of your Services at your Premises; or

- vi. any Quality Audit of your agents or subcontractors who provided services to Service Users to whom you provide Services, or in respect of whom you hold relevant Records.
- b. You must ensure that any sub-contracting or agency agreements you 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 us.
- c. You must ensure that the people appointed by us to carry out the Quality Audit have the access referred to in this clause A11.2, during the hours they are entitled to audit.
- d. For the purposes of clause 11.2(a)(iii), within 3 Working Days after receiving notice of a Quality Audit under clause A11.3(a), or immediately in the case of a Quality Audit under clause A11.3(b), you must, as far as practicable, provide to us, in writing, the names and addresses of all Service Users' families and nominated representatives or a sample of the names and addresses of Service User's families and nominated representatives, depending on our request.
- e. We will ensure that the exercise of access under this clause will not unreasonably disrupt the provision of the Services to Service Users.

A11.3 Notice of Quality Audits

- a. Subject to clause A11.3(b), we will give you 10 Working Days prior notice of any Quality Audit unless we agree to greater notice.
- b. If we believe that delay will prejudice the interests of any Person, we may carry out a Quality Audit without prior warning. If we exercise our rights under this clause, we will give you notice on our arrival at your premises of the scope of and reasons for the Quality Audit to be carried out.
- c. We may also, during the course of a Quality Audit commenced under clause A11.3(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 you comply with your obligations under this Agreement.

A11.4 Times for Quality Audits

- a. Subject to clause A11.4(b), a Quality Audit may be carried out between 9 am and 5 pm on any Working Day and at any other time by agreement.
- b. We may carry out a Quality Audit under clause A11.3(b) at any time on any day where reasonably necessary having regard to the scope of that Quality Audit.

A11.5 Appointment of Quality Auditors

- a. We may appoint our staff or third parties to audit, on our behalf, and at our cost, in relation to any of the matters contained in the Agreement. Each Person so appointed is a Quality Auditor.
- b. We will give you prior written notice of the names of the people to be appointed.
- c. You may object to such appointments where any or all of those people appointed (whether our staff or third parties) have a demonstrable conflict of interest, by advising us of the claimed conflict of interest and providing the evidence which supports your claim.
- d. If we receive advice from you under clause A11.5(c) not less than 5 Working Days before a Quality Audit is to be conducted under clause A11.3(a), we will review the information provided and, if we agree that there is a conflict of interest, the Quality Audit will not proceed until we have appointed a replacement Quality Auditor.
- e. If we receive advice from you under clause A11.5(c) either:



- i. less than 5 Working Days before a Quality Audit under clause A11.3(a);
or
- ii. in relation to a Quality Audit under clause A11.3(b),

we may conduct the Quality Audit up to and including the preparation of the Draft Findings Report while we review the information provided. If we agree that there is a conflict of interest, we will appoint a replacement Quality Auditor to verify the Draft Findings Report before we prepare the Final Audit Report.

A11.6 Quality Audit process

- a. In carrying out any Quality Audit we may:
 - i. have access to Health Information about any past or current Service User;
 - ii. observe the provision or delivery of the Services;
 - iii. interview and/or survey Service Users 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 you 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. You must allow each Quality Auditor to use any photocopier at your Premises, but you are not required to supply paper. If there is no photocopier at your Premises, we may remove the relevant Records from your Premises for the purposes of copying such Records, and we will return those Records on the same day or, if that is not practicable, within 24 hours or a timeframe agreed between both of us.
- d. For the purposes of clause A11.6(a)(iv), during the course of a Quality Audit you must provide opportunities for the Quality Auditors to interview staff, sub-contractors or other personnel used by you in providing the Services, in private, without you or your Manager being present. At the request of a staff member, sub-contractor or other Person being interviewed, a support person (excluding you or your 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 you.

A12 QUALITY ASSURANCE – REPORTING AND COMPLETION

A12.1 Draft Findings Report

- a. We will submit a Draft Findings Report to you within 5 Working Days of the Site Visit.
- b. To the extent that we wish to incorporate in the Draft Findings Report any information provided in interviews conducted under clause A11.2(a)(iii) and (iv) and identify the Person or Persons who provided that information, we will do so only with the prior consent of the Persons concerned.

- c. We will include a fair and reasonable summary of the information provided under clause A11.6(a)(iii) and (iv) as an appendix to the Draft Findings Report.
- d. If you disagree with any of the findings in the Draft Findings Report, you may respond to us within 5 Working Days of receipt of the Draft Findings Report, indicating why you do not agree with the findings.

A12.2 Final Audit Report

- a. We must prepare a Final Audit Report that takes into account your comments on the Draft Findings Report.
- b. The Final Audit Report must include:
 - i. a summary of your comments, if any, on the Draft Findings Report;
 - ii. the Final Findings Report, including a statement as to whether or not you are compliant with your obligations under this Agreement;
 - iii. actions that you must take, if any, to become compliant with your obligations under this Agreement ("compliance requirements");
 - iv. the timeframe within which you must complete the compliance requirements;
 - v. the actions required to verify that you have met the compliance requirements. This may include a follow up visit by the Quality Auditor.
- c. The Final Audit Report will be sent to you within 20 Working Days of the Site Visit.

A12.3 Provider in default

- a. You are in default if you have not completed a compliance requirement specified in the Final Audit Report within the timeframe set in accordance with clause A12.2(b).
- b. Where you are in default, we may give you notice of default, and such notice shall state:
 - i. where the compliance requirement was to be completed within 2 Working Days, that you have a further period of not less than 2 Working 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 Working Days, that you have a further period of not less than 10 Working Days from the date of the notice of default to comply with the relevant compliance requirement; or
 - iii. in all other cases, that you have a further 20 Working 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 A12.3(b), you have not completed the compliance requirement(s) in question, we may:
 - i. vary the compliance requirement;
 - ii. extend the timeframe to complete the compliance requirement;
 - iii. withhold payment in accordance with clause A6; or.
 - iv. terminate this Agreement in accordance with clause A27.
- d. When we are satisfied that you have completed all compliance requirements, we will notify you in writing that you are compliant.

A12.4 Material or repeated failure

If in our opinion, based on reasonable grounds:

- a. Your non compliance with your obligations under this 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 your Premises, you have repeatedly failed to comply with your obligations under this Agreement,

we may give you a single period of not less than 20 Working Days to complete any or all compliance requirements specified under clause A12.2(b)(iii), and if by the end of that period, you have not completed the relevant compliance requirements, clause A12.3 shall not apply and, despite clause A13.4, we may terminate this Agreement under clause A27.

A12.5 Advice to Family Members

We may advise a Service User'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 we have serious concerns (based on reasonable grounds) about the health and safety of that Service User.

A12.6 A Quality Audit is completed when we notify you that you are compliant.

A12.7 Publication of Final Audit Report

- a. Subject to clause A12.7(b), we may publish the Final Audit Report on our 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 A13 or is the subject of dispute resolution under clause A25.
- c. Subject to the Privacy Act 1993 and any code of practice issued under that Act, you 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, you may require that Person to pay reasonable costs for copying.

A12.8 We retain the right to conduct a Quality Audit after this Agreement ends, but only in respect of Services provided prior to termination, or following termination under clause A29.

A13 QUALITY AUDIT REVIEW

A13.1 If you dispute any element of the Final Audit Report, you may apply to us for a review of the Quality Audit.

A13.2 We will review the Quality Audit only if we receive an application for review under clause A13.1 no later than 10 Working Days after the Final Audit Report is sent to you.

A13.3 Quality Audit Review Process

- a. We will notify you that the application for review has been received.
- b. We will request information in relation to the issues raised by you from the Quality Auditors who carried out the Quality Audit.
- c. Our Chief Internal Auditor, or a Person responsible for this function within the Ministry, will review all information relating to the Quality Audit.



- d. Following our Chief Internal Auditor's review, we will discuss our response to the issues raised with you.
- e. Both of us must use our best endeavours to resolve the issues raised by you.
- f. If we agree with any issues raised by you, we will amend the Final Audit Report accordingly.
- g. If you and we are unable to resolve any issue raised within 20 Working Days from the date that we receive your application for review, then either of us may require mediation under clause A25.1(b) and clause A25 will apply accordingly.

A13.4 You must comply with all your obligations, including any compliance requirements issued under clause A12.2(b), while the review process is carried out, but we will not terminate the Agreement under clause A12.3(c) until the review is complete.

A13.5 Where you have complied with any compliance requirements in the Final Audit Report issued under clause A12.2(b) ("the original requirements"), which are amended or removed under clause A13.3(f) ("the amended requirements"), we will reimburse you an amount equal to our assessment of the difference between the reasonable costs of complying with the original requirements and the amended requirements.

A14 FINANCIAL MANAGEMENT AND AUDIT

A14.1 You must operate sound financial management systems and procedures in relation to

- a. the Services;
- b. your premises; and
- c. Service Users where you are maintaining or managing Service User personal funds.

A14.2 If you receive moneys from other sources on behalf of a Service User (except payments for the Services) these moneys shall be noted in a separate accounting record held on behalf of the client, and you will keep full records of all such moneys for inspection by either the Service User on whose behalf such funds are being held or his/her authorised agent or by us or our authorised agent. You shall make these funds available to the Service User as requested or needed by that Service User or his/her legal representative.

A14.3 Where we have serious concerns (based on reasonable grounds) that you are not operating sound financial management systems and procedures, without limiting any of our other rights in this Agreement, we may:

- a. request that you provide, to an independent auditor appointed by us at our cost, within 30 days of our request:
 - i. a copy of your most recent accounts, including accounts relating to individual or all Service Users personal funds;
 - ii. any previous year's accounts (audited or otherwise, as required by us); and/or
 - iii. a solvency certificate from an appropriately qualified Person; and
- b. arrange for that independent auditor to audit:
 - i. the correctness of the information you give us under clause A14.2(a);
 - ii. your calculations of the cost of providing the Services; and
 - iii. your financial position.

A14.4 The independent auditor:

- a. must not disclose details of your costs of providing the Services; but
- b. may advise us if he or she considers that your financial position may prejudice, or otherwise affect, your ability to carry out your obligations under the Agreement; and
- c. may advise us if he or she considers that you are not appropriately managing Service Users personal funds.

A14.5 If the independent auditor so advises us under clause A14.4 (b), we may carry out a Quality Audit.

A15 INSURANCE

A15.1 You must have reasonable comprehensive insurance covering your business throughout the term of the Agreement or so long thereafter as required for the purposes of the Agreement. You must notify us on request of the insurance cover you have put in place. You may self-insure where you consider it to be appropriate.

A16 INDEMNITY

A16.1 You must indemnify us for all claims, damages, penalties or losses including reasonable costs (but excluding indirect or consequential losses) caused by:

- a. a failure by you to comply with obligations in the Agreement; or
- b. any act or omission by either of you or by any person for whom you are responsible, where that act or omission occurs in the course you performing (or failing to perform) an obligation in the Agreement.

A16.2 Clause A16.1 does not mean that you are responsible for legal liabilities caused by us, or our servants or agents, actions or omissions. Where there is joint responsibility, each of us will bear their own proportion of the liability according to the degree of responsibility involved.

A17 COMPLAINTS

A17.1 Complaints Procedure

You will enable Service Users/families/whanau and other people to make complaints through a procedure for the identification and management of complaints. This procedure will meet the Health and Disability Commissioner's Code requirements and will also ensure that:

- a. the complaints procedure itself is made known to and easily understandable by consumers/families/whanau
- b. all parties have the right to be heard
- c. the person handling the complaint is impartial and acts fairly
- d. complaints are handled at the level appropriate to the complexity or gravity of the complaint
- e. any corrective action required following a complaint is undertaken
- f. it sets out the various Complaints Bodies to whom complaints may be made including the Complaints Body referred to in the Agreement, and the process for doing so. Service Users/families/whanau will further be advised of their right to direct their complaint to the H&D Commissioner and to us, particularly in the event of non-resolution of a complaint



- g. complaints are handled sensitively with due consideration of cultural or other values
- h. Māori Service Users and their whanau will have access to a Māori advocate to support them during the complaints process
- i. Service Users who complain, or on whose behalf families/whanau complain, shall continue to receive Services which meet all contractual requirements
- j. complaints are regularly monitored by the management of the Services and trends identified in order to improve service delivery
- k. it is consistent with any complaints policy as notified by us from time to time.

A17.2 If we wish to initiate a quality audit based on any complaints we have received, we will inform you of the substance of that complaint in the notice required under clause A11.3(b).

A17.3 We will give you reasonable assistance in respect of any complaints made to any Commissioner appointed by statute, which involve both of us.

A18 WARRANTY

Each of us warrants that all material information given to the other is correct, to the best of our respective knowledge and belief.

A19 DEALING WITH ISSUES AND RISKS

A19.1 Notification of issues and risks

- a. Upon becoming aware of any:
 - i. significant risks,
 - ii. significant issues (including those that could reasonably be considered to have high media or public interest), orwhich materially reduce or affect, or are most likely to materially reduce or affect, the ability of either of us to meet our obligations under the Agreement, each of us will notify the other.
- b. We must discuss with each other possible ways of remedying the matters notified. Discussion or attempted discussions will not limit any of either party's rights under the Agreement.
- c. You will notify us in writing if an event occurs that results in the death of, or significant injury or harm to, a Service User or Service Users with your Services. Such notification will include a full description of the incident, its consequences, the remedial action taken and any further action required. You will notify us within two working days in the case of a death and within seven working days of significant injury or harm.

A20 VARIATIONS TO THE AGREEMENT

A20.1 This Agreement may be varied at any time by agreement between both of us and also on the occurrence of any of the following Variation Events:

- a. Where either of us consider that changes occurring as a result of:
 - i. any change in law;
 - ii. any change in the definition of Eligible Person arising from a change in the law after the date on which this Agreement commences;
 - iii. requirements under the Service Agreement;

- iv. significant changes in the health sector environment or costs that are beyond the control of either of us,

will have a material impact on the provision of Services including the costs of providing Services.
 - b. Where an Uncontrollable Event occurs. In that case clause A21 will apply in addition to provisions of this clause.
- A20.2 On the occurrence of a Variation Event, we will both identify and quantify the impact of the Variation Event and will seek expert advice, if necessary, to assist us in doing so.
- A20.3 Where we both agree there is a material impact resulting from the Variation Event, both of us will then seek to agree a variation to this Agreement, which may include, without limitation:
- a. Reconfiguration of any Services; or
 - b. Adjustment to costs of or payments in respect of any Services.
- A20.4 Where both of us are unable to agree that there is a material impact, or potential material impact resulting from the Variation Event, then the matter may be referred to dispute resolution under clause A25. Where it is determined through the dispute resolution procedure that there is a material impact, or potential material impact, resulting from the Variation Event, the parties shall seek to agree a variation to the Agreement in accordance with clause A20.3.
- A20.5 Each of us must negotiate in good faith to reach prompt agreement on any issues, proposed amendments or any alternative proposal.
- A20.6 If neither of us can agree on any variation to the Agreement in accordance with clause A20.3 or A20.4 within 2 months of agreement under clause A20.3, or determination under clause A20.4, then either of us may terminate this Agreement by giving 6 months written notice.
- A20.7 Despite anything in this Agreement to the contrary, we may vary this 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.
- A20.8 Any variation to this Agreement must be in writing and, except for a variation made under clause A20.7, signed by both of us.

A21 UNCONTROLLABLE EVENTS

- A21.1 The person affected by an Uncontrollable Event will not be in default under the terms of the Agreement if that Uncontrollable Event causes the default. The person affected must:
- a. promptly give written notice to the other specifying:
 - i. the cause and extent of that person's inability to perform any of the person's obligations; and
 - ii. the likely duration of the non-performance;
 - b. in the meantime take all reasonable steps to remedy or reduce the impact of the Uncontrollable Event.
- A21.2 Neither of us is obliged to settle any strike, lock out or other industrial disturbance.
- A21.3 Performance of any obligation affected by an Uncontrollable Event must be resumed as soon as is reasonably possible after the Uncontrollable Event ends or its impact is reduced.



- A21.4 If you are unable to provide any Services as the result of an Uncontrollable Event we may make alternative arrangements suitable to us for the supply of those Services during the period that you are unable to supply them after we consult with you.

A22 REVIEW

- A22.1 A review initiated under this clause A22 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.
- A22.2 Subject to compliance with clause A22.3, we may, including on your request, at any time initiate a review, for whatever reason, of:
- a. the whole or any part of the Agreement 9 months from the Commencement Date of the Agreement; and/or
 - b. the whole or any part of a Service Schedule that forms part of this Agreement before the End Date of that Service Schedule;
- by giving you 10 Working Days written notice.
- A22.3 The written notice initiating a review under clause A22.2 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 you in writing as soon as possible after they have been developed.
- A22.4 Following a review initiated under this clause A22, we may propose amendments to the whole or part of the Agreement or Service Schedule. Both of us will then, in good faith, seek to agree on what amendments, if any, will be made to the Agreement or relevant Service Schedule. This clause A22.4 does not require either of us to withdraw from or compromise what either of us considers to be fundamental policy, principles, objectives or requirements arising from the Services Agreement.
- A22.5 To assist us to reach such agreement, we may both 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 both of us or otherwise as determined by the independent expert.
- A22.6 Any amendments to the Agreement or a Service Schedule that are specific to you are to be made by agreement between us. For the purposes of this clause A22, "amendments" includes, without limitation, the addition of a new provision or Service Schedule to this Agreement or the deletion of an existing provision or Service Schedule to this Agreement.
- A22.7 If both of us are unable to agree on any such amendment within 3 months of the date of the written notice of the review under clause A22.2, both of us will then refer the matter in writing to our respective chief executives for discussion.
- A22.8 If our respective chief executives are unable to agree on what amendments, if any, should be made to the whole or part of the Agreement or a Service Schedule within one 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 A22.8 will be binding on both parties.
- A22.9 Any amendments agreed under clauses A22.4 or A22.7 will take effect under this Agreement from a date agreed to by both of us. Any amendments determined by the Minister under clause A22.8 will take effect from the date specified by the Minister.

- A22.10 Any review of the Agreement or any Service Schedule initiated by us before the Commencement Date of this Agreement will be deemed to have been initiated in accordance with clauses A22.2 and A22.3.

A23 WE MAY REMEDY YOUR FAILURE TO MEET YOUR OBLIGATIONS

- A23.1 A23.1 Where you have, in our opinion (such opinion based on reasonable grounds), committed a breach of your obligations under this Agreement you have an obligation to remedy such breach.

If such a breach, in our opinion, requires urgent action to protect the health and safety of Service Users,

we may, unless such breach is due to an Uncontrollable Event:

- c. Withhold some or all of our payments to you in accordance with clause A6 until you have remedied the breach or until we are satisfied on reasonable grounds that you have taken appropriate steps to ensure that a breach of that nature will not happen again; and
- d. Ourselves take action to remedy the breach, and recover the reasonable costs (including reasonable legal expenses if any) from you, including by deducting such costs and expenses from payments due under this Agreement in accordance with clause A6.1.

- A23.2 You may initiate dispute resolution under clause A25 in respect of any action taken by us under this clause A23, but we are not required to delay or suspend any such action while dispute resolution is proceeding.

A24 PUBLIC STATEMENTS, ISSUES AND ADVERTISING

- A24.1 Neither of us may directly or indirectly criticise the other publicly, without first discussing the matters of concern with the other.
- A24.2 The discussion referred to in clause A24.1 must be carried out in good faith and in a co-operative and constructive manner.
- A24.3 Nothing in this clause A24 prevents either of us from discussing any matters of concern with our respective staff, subcontractors, agents, advisers or persons to whom we are responsible.
- A24.4 Neither of us may use the name or logo of the other without the prior written consent of the other.
- A24.5 The provisions of this clause A24 will remain in force after the Agreement ends.

A25 DISPUTE RESOLUTION

- A25.1 If either of us has any dispute with the other under this Agreement then:
- a. Both of us will use our best endeavours and act in good faith to settle the dispute by agreement; and
 - b. If the dispute is not settled by agreement within 20 Working Days, then, unless both of us agree otherwise, either of us may (by written notice to the other) require that the dispute be submitted for mediation by a single mediator agreed by both of us, or if both of us cannot agree on a mediator, a mediator nominated by LEADR or if LEADR no longer exists or is unable to nominate a mediator, the President for the time being of the New Zealand Law Society. In the event of any such submission to mediation:

- i. the mediator will not be deemed to be acting as an expert or an arbitrator;
 - ii. the mediator will determine the procedure and timetable for the mediation;
 - iii. the cost of the mediation will be shared equally between both of us (unless otherwise agreed).
- c. Subject to clause A25.3 if the dispute is not settled by mediation in accordance with clause A25.1(b), then either of us may initiate proceedings in the District Court.

A25.2 Neither of us will initiate any court proceedings during this dispute resolution process, unless proceedings are necessary for preserving the party's rights.

A25.3 Both of us will continue to comply with all our obligations in the Agreement until the dispute is resolved.

A25.4 Except where expressly provided for, this clause A25 will not apply to any dispute concerning:

- a. any variation or review of any part of this Agreement; or
- b. whether or not any Person is an Eligible Person.

A26 NOTICE OF FUTURE INTENTIONS

A26.1 Before the End Date of any Service Schedule if:

- a. one of us does not wish to enter into a new Service Schedule for those Services when the Service Schedule ends; or
- b. one of us wishes to enter into a new Service Schedule for those Services when the Service Schedule ends but on materially different terms,

that party must give a minimum of 6 months notice. Provided that if Management of Change Protocols apply in these circumstances and such protocols specify a different period, the notice period in any event shall not be less than 6 months.

A26.2 This clause does not mean either of us must enter into a contract with the other when the Agreement ends.

A27 TERMINATION OF THIS AGREEMENT

A27.1 We may terminate this Agreement by giving you notice in writing if any of the following events occur:

- a. You are convicted of any dishonesty offence relating to any claim for payment from any party (not limited to us or our predecessors) whether claimed pursuant to this Agreement or otherwise; or
- b. You have failed to carry out any of your obligations under this Agreement and the failure is material; or
- c. You have failed to carry out any of your obligations under this Agreement, other than in relation to the completion of compliance requirements, and you do not remedy the failure within 20 Working Days of receiving notice of default from us; or
- d. Clause A12.3(c) applies (which relates to non completion of compliance requirements); or
- e. Clause A12.4 applies (which relates to material or repeated failure); or
- f. You are placed in liquidation or a receiver is appointed.

- A27.2 For the purposes of clause A27.1(b), a material failure includes, but is not limited to, a breach of any of the following clauses:
- a. Clause A11.2 (Access for Quality Audit); or
 - b. Clause A11.6 (Quality Audit Process).
- A27.3 Termination under clause A27.1 takes effect on the day that we give you notice under that clause, or any later date specified in that notice.
- A27.4 Either of us may terminate this Agreement by giving 12 weeks notice in writing to the other, unless a shorter notice period is agreed by both of us.
- A27.5 If we default in any of our obligations and we fail to remedy the default within 20 Working Days of your giving us written notice of the default you may do any one or more of the following:
- a. seek specific performance of the Agreement; or
 - b. seek damages from us; or
 - c. seek default interest (calculated at the bill rate plus 2 percent per annum. The bill rate means the average rate per annum (expressed as a percentage) as quoted on Reuters page BKBM (or any successor page displaying substantially the same information) under the heading "FRA" for bank accepted bills having a term of three months as fixed at 10.45 am on the date the default interest under this clause A27.5 is first payable).
- A27.6 Nothing in clause A27.5 above affects any other rights you may have against us in law or equity.

A28 EFFECT OF TERMINATING THE AGREEMENT

- A28.1 Immediately following termination of the Agreement:
- a. We will:
 - i. continue making further payments to you under this Agreement in relation to services provided under clause A28.1(b)(i), except where you do not comply with your obligations under clause A28.1(b)(ii), but otherwise we will cease making payments to you under this Agreement;
 - ii. inform the affected Service Users and, as far as practicable, each affected Service User's family of the termination of this Agreement;
 - iii. where necessary, make alternative arrangements with another provider or providers to commence the provision of Services to Service Users as soon as practicable; and
 - b. You will:
 - i. continue to provide Services to each affected Service User under the terms and conditions of this Agreement until such times as the alternative arrangements we have made with another provider or providers for the provision of Services to Service Users commence;
 - ii. co-operate with us and our agents accordingly, including allowing us to access your Records, communicate with Service Users and, as far as practicable, supplying us with contact details for such Service Users' families.



A28.2 Where either of us has given notice in writing under clause A27.4, both of us will use our best endeavours to ensure that, where necessary, both of us have facilitated the smooth transition of Services to Service Users in accordance with clause A28.1(a)(ii) prior to the expiry of the 12 week period specified in the notice or as otherwise agreed between both of us.

A28.3 Any termination of this Agreement will not affect:

- a. The rights or obligations of either of us that arose before this Agreement was terminated; or
- b. The operation of any clauses in this Agreement that are expressed or implied to have effect after this Agreement ends.

A29 CONFIDENTIALITY

- a. Except as otherwise provided in the Agreement, neither of us may disclose any Confidential Information to any other person.
- b. Both of us acknowledge that the Agreement, but not any Confidential Information, may be publicly released by us through any media including electronically via the Internet.
- c. Neither of us will disclose to any third party, information which will identify any individual (as defined in the Privacy Act 1993):
 - i. without that person's informed consent; or
 - ii. unless authorised by statute, or by a Code of Practice under the Privacy Act 1993 covering Health Information held by Health Agencies.
- d. This clause does not apply:
 - i. to Confidential Information which is or becomes generally available to the public except as the result of a breach of this clause; or
 - ii. to Confidential Information which either of us considers, in good faith it is required by law to supply to any person but only to the extent so required; or
 - iii. to Confidential Information disclosed to the professional advisers of either of us, or to those involved in a Service User's clinical or care management where disclosure is reasonably necessary for that clinical or care management; or
 - iv. to information which either of us are required by the Agreement to disclose or forward to any person.
 - v. to any terms or information, which we disclose in accordance with any Services Agreement, or Crown Direction.
- e. Each of us will ensure all Confidential Information is kept secure and is subject to appropriate security and user authorisation procedures and audits.

A30 MISCELLANEOUS

A30.1 Entire Agreement

The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A30.2 Governing Law

New Zealand law governs the Agreement.

A30.3 Contracts (Privity) Act 1982

No non-party may enforce any of the provisions in the Agreement.

A30.4 Waiver

- a. Any waiver by either of us must be in writing duly signed. Each waiver may only be relied on for the specific purpose for which it is given.
- b. A failure of either one of us to exercise, or a delay by either one of us in exercising, any right given to it under the Agreement does not of itself mean that the right has been waived.

A30.5 Enforceability of the Agreement, and its component parts

If any provision in any of the documents listed in the Agreement Summary is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.

If an entire document listed in the Agreement Summary is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.

If any provision in any of the documents or an entire document listed in the Agreement Summary is held to be illegal, unenforceable or invalid, then we agree to take such reasonable steps or make such reasonable modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid.

The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.

A30.6 Notices

Any notice must be in writing and may be served personally or sent by security or registered mail or by facsimile transmission. All notices are to have endorsed on them the agreement reference number given to the Agreement.

A30.7 Notices given:

- a. personally are served upon delivery;
- b. by fastpost (other than airmail) are served three days after posting;
- c. by airmail are served two days after posting;
- d. by facsimile are served upon receipt of the correct answer back or receipt code.

A30.8 A notice may be given by an authorised officer, employee or agent of the party giving the notice.

A30.9 The address and facsimile number for each of us shall be as specified in the Agreement or such other address or number as is from time to time notified in writing to the other party.

A30.10 Relationship of Both of Us

Nothing in the Agreement constitutes a partnership or joint venture between both of us or makes you an employee, agent or trustee of ourselves.

A30.11 Construction

In the Agreement:

- a. "we", "us" and "our", "MoH" means HER MAJESTY THE QUEEN IN RIGHT OF HER GOVERNMENT IN NEW ZEALAND (acting by and through the Ministry of Health) including its permitted consultants, subcontractors, agents, employees and assignees (as the context permits).
- b. "you" and "your" means the provider named in this agreement, including its permitted subcontractors, agents, employees and assignees (as the context permits).
- c. "both of us", "each of us", "either of us" and "neither of us" refers to the parties.
- d. a reference to a person includes any other entity or association recognised by law and the reverse;
- e. words referring to the singular include the plural and the reverse;
- f. any reference to any of the parties includes that party's executors, administrators or permitted assigns, or if a company, its successors or permitted assigns or both;
- g. every thing expressed or implied in the Agreement which involves more than one person binds and benefits those people jointly and severally;
- h. clause headings are for reference purposes only;
- i. a reference to a statute includes:
 - all regulations under that statute; and
 - all amendments to that statute; and
 - any statute substituting for it which incorporates any of its provisions
- j. all periods of time or notice exclude the days on which they are given and include the days on which they expire;

- k. Working Days – Anything required by the Agreement to be done on a day which is not a Working Day may be done on the next Working Day.

A30.12 Definitions

In this Agreement the following expressions shall have the following meanings:

<u>Expression</u>	<u>Meaning</u>
Act	The New Zealand Public Health and Disability Act 2000 .
Agreement	This Agreement including Part 1 between both of us for the provision of any Services and each schedule to that agreement or arrangement.
Agreement Summary	The summary table set out at the front of the Agreement.
Audit Protocols	Protocols that may be agreed between both of us in relation to audit of the quality of Services.
Bill Rate	The average rate per annum (expressed as a percentage) as quoted on Reuters page BKBM (or any successor page displaying substantially the same information) under the heading "FRA" for bank accepted bills having a term of three months as fixed at 10.45 am on the date Default Interest is first payable.
Commencement Date	The date the Agreement or the respective parts thereof commence as set out in the Agreement Summary.
Commissioner	Any commissioner or ombudsman appointed by statute and having authority to deal with any complaints arising from this Agreement.
Complaints Body	Any organisation appointed: <ol style="list-style-type: none"> under the Agreement; or by both of us by mutual agreement; or by a Health Professional Authority; or by law to deal with complaints relating to the Services.
Confidential Information	Any information, data or know-how disclosed by us to you or vice versa, either before or during the course of the Agreement, or arising out of the operation of the Agreement: <ol style="list-style-type: none"> that is agreed by both of us as being confidential; or that may reasonably be considered to be confidential taking into account all the circumstances, including without limitation, the manner of and circumstances in which disclosure occurred. but excluding the terms of the Agreement.
Consult	means to comply with the following: <ol style="list-style-type: none"> Each of us must state our proposals and views to the other and carefully consider each response to them. Each of us must act in good faith and not predetermine any matter. Each of us must give the other adequate opportunity to consult any other interested party.



	<p>d. The obligation of either of us to Consult will be discharged if the other refuses or fails to participate in the consultation in accordance with these requirements.</p> <p>e. Such consultation must take place within a reasonable time frame.</p>
Crown	The meaning given in the Act.
Crown Direction	means any direction given under sections 32 or 33 of the Act or any regulations made thereunder.
Default Interest	means interest calculated at the Bill Rate plus two per cent per annum.
DHB	Means a District Health Board established under section 19 of the Act.
Eligible Person	<p>Any individual who:</p> <p>a. is in need of the Services as determined by a DHB or DHB/Ministry of Health authorised Needs Assessment Co-ordination Service; and</p> <p>b. meets the essential eligibility criteria and other criteria, terms or conditions which, in accordance with the Health and Disability Services Eligibility Direction current at any time, or any other Crown Direction must be satisfied before that individual may receive any Services purchased by us.</p> <p>The Minister will determine whether an individual is an Eligible Person if there is any dispute.</p> <p>"Eligible People" has a corresponding meaning.</p>
End Date	means the date on which a Service Schedule ends as set out in the Agreement Summary.
GST	Goods and Services Tax under the Goods and Services Tax Act 1985.
Ministry of Health	Includes any of its legal successors.
Health Professional Authority	Any authority or body that is empowered under and by virtue of any enactment of law, or the rules of any body or organisation, to exercise disciplinary powers in respect of any person who is involved in the supply of Health or Disability Services, or both.
Management of Change Protocols	Such protocols as may be agreed between us relating to the management of change.
Māori Participation	Includes the development of a relationship with local tangata whenua and if appropriate, regional tangata whenua, Māori staff, Māori providers, and Māori community organisations to achieve the required Māori input.
Minister	The Minister of Health.
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and includes the Minister of Health and the Director-General of Health and any delegates of such person.

Part of a Service	means the part of a service defined by a purchase unit, or a number of purchase units, and the associated volume of services that we purchase from you, where the part of a service is substantively less than the whole service.
Part of Part 1	means other than the whole or substantively the whole of Part 1 of the Agreement.
Our Objectives	<p>Include:</p> <ul style="list-style-type: none">a. The objectives specified in the New Zealand Disability Strategyb. To promote:<ul style="list-style-type: none">i. the personal health of Eligible Persons; andii. the care or support for those Eligible Persons who are in need of personal health services or disability support services (each as defined by the Act); andiii. the independence of those Eligible Persons with disabilities.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.
Person	Includes a corporation, incorporated society or other body corporate, firm, government authority, partnership, trust, joint venture, association, state or agency of a state, department or Ministry of Government and a body or other organisation, in each case whether or not having a separate legal identity.
Population Served	Means communities or targeted populations of Eligible People, for whom Services are or may be provided.
Quality Audit	<p>Audit, inspection, investigation, evaluation or review of:</p> <ul style="list-style-type: none">a. quality,b. service delivery,c. performance requirements,d. organisational quality standards,e. information standardsf. organisational reporting requirementsg. safety standardsh. clinical standardsi. standard of care Service Users receivej. compliance with any of your obligations <p>in relation to the provision of the Services by you.</p>

Quality Auditor	Means any person appointed by us in accordance with clause A11.5 and includes <ol style="list-style-type: none">any person appointed by us to carry out a Quality Audit.any person appointed by us to investigate complaints relating to the quality of care Service Users are receiving.
Records	<ol style="list-style-type: none">all written and electronically stored material; andall records and information held by you or on your behalf or by your employees, subcontractors, or agents, <p>which are relevant to the provision of the Services.</p>
Service Agreement	The relevant agreement within the meaning of section 25 of the Act, entered into by us.
Services	The services defined by each of the service specifications in Part 2 of this Agreement.
Service Schedules	The schedules to this Agreement.
Service Users	Users of any of the Services.
Site Visit	Attendance by a Quality Auditor at your premises.
Uncontrollable Event	An event, which is beyond the reasonable control of one of us but does not include: <ol style="list-style-type: none">any risk or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a reasonable risk management process; ora lack of funds for any reason (other than where we have failed to make due payment).
User Part Charges	The user part charges as set out in the Service Agreement.
Variation Event	An event as set out in clause A20.1.
Washup	A funding adjustment made in terms of this Agreement, as a result of reconciliation between what is contracted for in this Agreement and what is actually provided.
Whole Service or Whole of a Service	means the whole or substantively the whole of a Service defined in each Service Schedule.
Working Day	In respect of payment due by us, means a day on which our Bank at our principal office of payment is open for business but otherwise any day other than Saturday and Sunday or a public holiday where that public holiday is relevant to the application of the particular notice or other action required.

SECTION B: PROVIDER QUALITY SPECIFICATIONS

B1 PROVIDER QUALITY SPECIFICATIONS APPLY TO ALL SERVICES

B1.1 All Services provided by you must comply with:

- a. requirements of MoH Māori Health Policy and Strategies
- b. identified needs of consumers, carers and families
- c. service goals and objectives
- d. parameters of activities
- e. management of risks
- f. any good practice guidelines endorsed by the MoH
- g. professional standards and codes relevant to your service

B1.2 Non-compliance with PQS

- a. If you are unable to provide any Services in accordance with these PQS you must notify us and identify the reasons for this non-compliance.
- b. We may allow you to provide any Services to differing standards proposed by you where you can provide evidence to show that the safety and treatment of consumers, visitors and staff will not be materially adversely affected or materially compromised by the application of such different standards.
- c. In permitting you to provide any Services in accordance with different standards, you must embark on a programme which will ensure that you comply with the PQS within a reasonable timeframe set by us.

B2 WRITTEN POLICY, PROCEDURES, PROGRAMME, PROTOCOL, GUIDELINE, INFORMATION, SYSTEM OR PLAN

Where you are required to develop a written policy, procedure, programme, protocol, guideline, information, system or plan in order to meet any specification under the Agreement, you will:

- a. develop such a document
- b. demonstrate systems for reviewing and updating all such documents regularly and as required by current performance or risks
- c. demonstrate implementation, through documentation supported as requested through interviews with staff, consumers, and Māori
- d. demonstrate that staff are adequately informed of the content and the intent of these written documents
- e. provide us with a copy of the document on request.

Any reference to written policies and procedures throughout the rest of these Provider Quality Specifications shall include the above.

B3 ALL STAFF INFORMED

You will ensure that:

- a. these PQS are attached to each and every service specification contracted by us and delivered by you

- b. employees and sub-contractors are aware of your and their responsibilities for these PQS and relevant Service Specifications as they relate to services provided.

B4 QUALITY REQUIREMENTS FOR MĀORI

B4.1 Māori Participation

To enable your Services to meet the diverse need of Māori, you must ensure that Māori participate in decision making at governance, management and service delivery levels and that such participation will be integrated at all levels of strategic and service planning, development and implementation within your organisation.

This will include:

- a. consultation with, and involvement of, Māori in your strategic, operational and service processes
- b. development of a monitoring strategy in partnership with Māori that reviews and evaluates whether Māori needs are being met by your organisation, including:
 - i. removal of barriers to accessing your services,
 - ii. facilitation of the involvement of whanau and others,
 - iii. integration of Māori values and beliefs, and cultural practices,
 - iv. availability of Māori staff to reflect the consumer population,
 - v. existence, knowledge and use of referral protocols with Māori service providers in your locality
 - vi. education and training of staff in the requirements of the MoH Māori Health Policy and Strategies. Implementation of their expectations could be stated in employment contracts.
 - vii. education and training of staff in Māori values and beliefs and cultural practices.
 - viii. support and development of a Māori workforce.

B5 QUALITY MANAGEMENT

You are required to develop, document, implement and evaluate a transparent system for managing and improving the quality of services to achieve the best outcomes for consumers.

B5.1 Quality Plan

You will have a written, implemented and at least annually reviewed Quality Plan designed to improve outcomes for consumers. This plan may be integrated into your business plan. 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 your organisation and Services, and will at least include:

- a. an explicit quality philosophy
- b. clear quality objectives
- c. quality improvement and risk management systems
- d. systems for monitoring and Quality Audit compliance
- e. designated organisational and staff responsibilities
- f. consumer input into services and into development of the Quality Plan
- g. how you 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 MoH Māori Health Policy and Strategies, and the Māori Health Clause in the Standard Terms & Conditions
- v. Māori specific quality specifications, monitoring requirements and service specific requirements

B5.2 Employees Registration, Education and Training

- a. Employees will be, where relevant, registered with the appropriate statutory body, and will hold a current statutory certificate.
- b. Employees will have 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.
- c. Your employment policies and practices will support professional career pathway development for Māori health workers; Māori service advisory positions; Māori change management positions, and the recruitment and retention of Māori employees at all levels of the organisation to reflect the consumer population

B5.3 Training and Supervision of Assistants and Volunteers

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

B5.4 Supervision of Trainees

Trainees will be identified and will provide services only under the supervision and direction of appropriately qualified staff.

B5.5 Service Audit

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

B5.6 Access

All eligible people will have fair, reasonable and timely access to effective Services within the terms of the Agreement. You will define and apply criteria for providing Services, including any priority or eligibility criteria agreed between us. You will manage access to services within available resources and according to those criteria. You will maintain records of people who receive services and those who do not, and the criteria by which these decisions are made.

B5.7 Service Information

Potential and current consumers, and referrers, will have access to appropriately presented information in order for eligible people to access your services. This information must be made available before any person is offered the option of private treatment. Service information may be in the form of a brochure and will include at least the following:

- a. the services you offer

- b. the location of those services
- c. the hours the service is available
- d. when the service may be available to the person
- e. how to access the service (e.g. whether a referral is required)
- f. consumer rights and responsibilities including copy of H&DC Code of Rights, and Complaints Procedure
- g. availability of cultural support
- h. after hours or emergency contact if necessary or appropriate
- i. any other important information in order for people to access your services.

This information will be presented in a manner appropriate to the communication needs of consumers and communities.

B5.8 Support for Māori

You will facilitate support from whanau/hapu/iwi; kuia/kaumatua; rongoa practitioners; spiritual advisors; Māori staff and others as appropriate for Māori accessing your service.

B6 ACCEPTABILITY

B6.1 Cultural Values

You will deliver services in a culturally appropriate and competent manner, ensuring that the integrity of each consumer's culture is acknowledged and respected. You will take account of the particular needs within the community served in order that there are no barriers to access or communication, and that your services are safe for all people. You will include significant local or service specific ethnic and other cultural groups in assessing satisfaction with services. You will incorporate Māori principles/tikanga into your organisation. These are explained further in B10.

B6.2 Services to People from Pacific Islands.

Services to people from Pacific Islands are to recognise differences especially as they relate to linguistic, cultural, social and religious practices. You must develop and maintain linkages with such key groups in your locality in order to facilitate consultation and involvement of them in planning, implementation and monitoring and review services.

B6.3 Consumer Advocates

You will inform consumers, in a manner appropriate to their communication needs, of their right to have an advocate, including to support the resolution of any complaint. You will allow advocates reasonable access to facilities, consumers, employees and information to enable them to carry out their role as an advocate. You will know of and be able to facilitate access to a Māori advocate for consumers who require this service.

B6.4 Consumer/Family/Whanau and Referrer Input

- a. You will regularly offer consumers/families/whanau and referrers the opportunity to provide feedback as a means of improving the outcomes for consumers. When you obtain feedback from consumers by means of written surveys, you will comply with the MoH Guidelines for Consumer Surveys. When requested you will make available to us the results of such surveys.
- c. Consumer input will be reflected in the maintenance and improvement of quality of service, both for the individual

consumer and across the service as a whole. You will actively seek feedback from Māori by appropriate methods to improve organisation responsiveness to Māori

B6.5 Consumer rights

You will comply with all aspects of the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996 and will:

- a. ensure that each consumer will receive services in a manner that complies with the code
- b. make the code known and available to consumers and visitors to the Service
- c. ensure staff are familiar with and observe their obligations under this Code.

B6.6 Complaints Procedure

You will enable consumers/families/whanau and other people to make complaints through a procedure for the identification and management of complaints. This procedure will meet the Health and Disability Commissioner's Code requirements and will also ensure that:

- a. the complaints procedure itself is made known to and easily understandable by consumers/families/whanau
- b. all parties have the right to be heard
- c. the person handling the complaint is impartial and acts fairly
- d. complaints are handled at the level appropriate to the complexity or gravity of the complaint
- e. any corrective action required following a complaint is undertaken
- f. it sets out the various Complaints Bodies to whom complaints may be made including the Complaints Body referred to in the Agreement, and the process for doing so. Consumers/families/whanau will further be advised of their right to direct their complaint to the H&D Commissioner and to the MoH, particularly in the event of non-resolution of a complaint
- g. complaints are handled sensitively with due consideration of cultural or other values
- h. Māori consumers and their whanau will have access to a Māori advocate to support them during the complaints process
- i. consumers who complain, or on whose behalf families/whanau complain, shall continue to receive services which meet all contractual requirements
- j. complaints are regularly monitored by the management of the service and trends identified in order to improve service delivery
- k. it is consistent with any MoH complaints policy as notified from time to time.

B6.7 Personnel identification

Employees, volunteers, students or sub-contractors undertaking or observing service delivery will identify themselves to all consumers and family/whanau.



B6.8 Ethical Review

- a. You will obtain ethical review as necessary. If you conduct research and innovative procedures or treatments you will have written and implemented policies and procedures for seeking ethical review and advice from an accredited Ethics Committee in accordance with the current "National Standard for Ethics Committees".
- b. You will consult with and receive approval from Māori for any research or innovative procedures or treatments that will impact on Māori.

B7 SAFETY AND EFFICIENCY

B7.1 General Safety Obligation

You will protect consumers, visitors and staff from exposure to avoidable/preventable risk and harm.

B7.2 Risk Management

- a. You will have policies, processes and procedures for:
 - i. identifying key risks including risks to health and safety
 - ii. evaluating and prioritising those risks based on their severity, the effectiveness of any controls you have and the probability of occurrence,
 - iii. dealing with those risks and where possible reducing them.
 - iv. minimising the adverse impact of internal emergencies and external or environmental disasters on your consumers, staff and visitors.
 - v. working with the organisations who have responsibility for co-ordinating internal and external (environmental) disaster services..
 - vi. accident and hazard management that safeguard consumers, staff and visitors from avoidable incidents, accidents and hazards.
 - vii. the protection of children in accordance with the Vulnerable Children Act 2014 if you are or become a provider of children's services as defined in Section 15 (1) of the Act.
- b. These will include definitions of incidents and accidents and will clearly outline the responsibilities of all employees, including:
 - i. taking immediate action
 - ii. reporting, monitoring and corrective action to minimise incidents, accidents and hazards, and improve safety.
 - iii. debriefing and staff support as necessary.

B7.3 Equipment Maintained

You will ensure that equipment used is safe and maintained to comply with safety and use standards.

B7.4 Infection Control/Environmental and Hygiene Management

You will safeguard consumers, staff and visitors from infection. You will have environmental and hygiene management/infection control policies and procedures which minimise the likelihood of adverse health outcomes arising from infection for consumers, staff and visitors.

These will meet any relevant profession-specific requirements and the requirements of Standard Universal Precautions Guidelines. They will include definitions and will clearly outline the responsibilities of all employees, including immediate action, reporting, monitoring, corrective action, and staff training to meet these responsibilities.

B7.5 Security

You will safeguard consumers, employees and visitors from intrusion and associated risks. You will have written, implemented and reviewed policies and practices relating to security to ensure that buildings, equipment and drugs are secure.

B7.6 Prevention of Abuse and/or Neglect

- a. You will safeguard consumers, staff and visitors from abuse, including physical, mental, emotional, financial and sexual maltreatment or neglect. You will have policies and procedures on preventing, detecting and removing abuse and/or neglect. These will include definitions of abuse and neglect and will clearly outline the responsibilities of all staff who suspect actual or potential abuse, including immediate action, reporting, monitoring and corrective action. These procedures will also include reference to the Complaints Procedure.
- b. The procedures referred to in Clause B7.6 (a) will include safety checking both existing employees and applicants for employment in a manner that is consistent with the requirements of the Vulnerable Children Act 2014 if you are or become a provider of children's services as defined in Section 15 (1) of the Act.
- c. You will ensure that relevant employees are able to participate in family, inter-agency or court proceedings to address specific cases of abuse and neglect.

B8 EFFECTIVENESS

B8.1 Entry to service

You will manage consumer entry to your service in a timely, equitable and efficient manner, to meet assessed need.

B8.2 Care/Lifestyle Plan

You will develop for each consumer a written, up to date plan of care/lifestyle plan and/or record of treatment which:

- a. is based on assessment of his/her individual needs, including cultural needs
- b. includes consultation with the consumer, and,
- c. where appropriate, and with the consent of the consumer, includes consultation with the consumer's family/whanau and/or caregivers
- d. contains detail appropriate to the impact of the service on the consumer
- e. facilitates the achievement of appropriate outcomes as defined with the consumer
- f. includes plans for discharge/transfer
- g. provides for referral to and co-ordination with other medical services and links with community, iwi, Māori and other services as necessary.

B8.3 Service Provision

You will deliver to consumers services that meet their individual assessed needs, reflect current good practice, and are co-ordinated to minimise potentially harmful breaks in provision.

B8.4 Planning Discharge from the Service OR Transfer between Services

- a. You will collaborate with other services to ensure consumers access all necessary services. When a consumer is transferred or discharged from your services and accesses other appropriate services they will do so without avoidable delay or interruption.
- b. You will have policies and procedures for planning discharge/exit/transfer from your services. These will facilitate appropriate outcomes as defined with the consumer. The policies and procedures will include:
 - i. defined employees' responsibilities for discharge planning
 - ii. incorporating discharge planning into the consumer's plan of care/service plan, where appropriate from or before admission
 - iii. full involvement of the consumer in planning discharge
 - iv. involvement of family/whanau, including advising them of discharge, as appropriate
 - v. assessment and management of any risks associated with the discharge
 - vi. informing the consumer on their condition, possible future course of this, any risks, emergency contacts, and how to access future treatment, care or support services
 - vii. where appropriate involving the original referrer and the health professional having ongoing responsibility for the consumer in planning discharge and informing them of confirmed discharge arrangements
 - viii. a process for monitoring that discharge planning does take place, which includes assessment of the effectiveness of the discharge planning programme.

B8.5 Where services are declined

You will have policies and procedures to manage the immediate safety of the consumer for whom entry to the service is declined and, where necessary, the safety of their immediate family/whanau and the wider community. These include:

- a. applying agreed criteria for providing services
- b. ensuring all diagnostic steps have been taken to identify serious problems which may require your service
- c. advising the consumer and/or their family/whanau of appropriate alternative services
- d. where appropriate advising the family/whanau or other current services that you have declined service
- e. recording that entry has been declined, giving reasons and other relevant information
- f. having in place processes for providing this information to us.

B8.6 Death/Tangihanga

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

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

B8.7 Health Education, Disease Prevention and health advice/counselling

You will incorporate within your services, where appropriate, an emphasis on health education, disease prevention and health advice/counselling, and support the goals of The Ministry of Health Strategy "Strengthening Public Health Action" June 1997 or subsequent publications.

B9 FACILITIES

B9.1 Accessible

You will support consumers in accessing your services by the physical design of your facilities. You will make specific provision for consumers with a mobility, sensory or communication disability available and known to consumer. You will make services available to deaf people through the provision of interpreters and devices to assist communication.

B9.2 Facilities, Maintained

You will provide services from safe, well-designed, well-equipped, hygienic and well-maintained premises.

B10 EXPLANATION OF MĀORI PRINCIPLES / TIKANGA

<i>Wairua</i>	Spirit or spirituality	A recognition that the Māori view of spirituality is inextricably related to the wellbeing of the Māori consumer
<i>Aroha</i>	Compassionate love	The unconditional acceptance which is the heart of care and support
<i>Turangawaewae</i>	A place to stand	The place the person calls home, where their origins are. Must be identified for all Māori consumers who wish it
<i>Whanaungatanga</i>	The extended family	Which takes responsibility for its members and must be informed of where its member is
<i>Tapu/Noa</i>	Sacred/profane	The recognition of the cultural means of social control envisaged in tapu and noa including its implications for practices in working with Māori consumers
<i>Mana</i>	Authority, standing	Services must recognise the mana of Māori consumers
<i>Manaaki</i>	To care for and show respect to	Services show respect for Māori values, traditions and aspirations
<i>Kawa</i>	Protocol of the marae, land, iwi	Determines how things are done in various circumstances. Respect for kawa is very important. If the kawa is not known the tangata whenua should be consulted

SECTION C: INFORMATION AND REPORTING STANDARDS

C1 FORWARDING YOUR COMPLETED REPORT

C1.1 You will forward all reports as required by us under this agreement to:

The Performance Reporting Team
Sector Services
Ministry of Health
Private Bag 1942
Dunedin 9054
Ph: 03-474 8040
Fax: 03-474 8582

C2 QUALITY OF INFORMATION

You must put in place adequate numbers of trained personnel and sufficient information technology resources to meet the following quality standards with regards to the provisioning of information under this agreement.

C3 ACCURACY, CONSISTENCY AND COMPLETENESS

C3.1 The information you provide should, in all cases, be an accurate, consistent and complete representation of the facts. The information will identify any material inaccuracies or inconsistencies you know about.

C4 INFORMATION ACTION PLANS

C4.1 You will develop an agreed information action plan for your services. The information action plan will include your plans for achieving any information requirements as set out in the Service Schedules. The information action plan may be included as part of your quality plan, as required in your quality specification.

C4.2 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 NHI/ethnicity;
- b. information required as a result of ACC legislation.

C4.3 You will assess your performance against the key targets and against your action plan, and report your progress to us at appropriate intervals.

C5 TIMELINESS

C5.1 Unless stated otherwise in the Service Schedule, information to be provided to us is to be provided at three monthly intervals in accordance with the timetable below.

<u>Quarters for Reporting</u>	<u>Due Date for reports</u>
1 January to 31 March	20 April
1 April to 30 June	20 July
1 July to 30 September	20 October
1 October to 31 December	20 January

C5.2 Where the Agreement begins or ends part way through a quarter, the report will be for that part of the quarter which falls within the term of the Agreement.

C5.3 Any delays will be notified to us.

C6 READABILITY AND AVAILABILITY

C6.1 The information you provide must be made available to us in a readable format. With each information requirement for a specific piece of information, we will provide you with a template, which describes the method, medium and format must comply with.

C6.2 If no specific template is supplied by us, you will provide the information on paper as typed text or in an electronic format using file formats supported by the Microsoft Office (Word, Excel, Access) suite of desktop tools.

C6.3 Both of us may mutually agree to alternative solutions during the term of this Agreement. Such an agreement will be confirmed in writing at least one month before the alternative arrangement is implemented.

C7 DOCUMENTATION OR AUDITABILITY

C7.1 Information you provide to us must be auditable. All information you provide to us or other agencies under this agreement, must therefore be produced through a documented (information) process. This documentation will include:

- a. Definition of data needed to provide information.
- b. Source of the data needed to provide information.
- c. Person(s) responsible for the capture of this data.
- d. Description of manual and automated procedures and processes used to transform this data into the information the Provider provides.
- e. Procedures that describe how the Provider accurately records client ethnicity.
- f. Procedures that describe how the Provider ensures the security of information according to the Privacy Act 1993 and The Health Information Privacy Code.

C7.2 You must provide us with access to this documentation, if so requested by us.

C8 AUTHENTICITY

You must provide sufficient identification with the information sent to us, to satisfy us, or other agency receiving information from you under the Agreement, that the information received was sent by you. Unless stated differently in this agreement, this identification should as a minimum include:

- a. Agreement number of the agreement the information relates to.
- b. Service specification the information relates to (if applicable).
- c. Identification details of the Provider contracted to provide this information.
- d. Date or period the information relates to.
- e. Date the information was provided.
- f. Size (number of records or number of pages) of the complete report including headers and title pages.

C9 AGGREGATION

The Information you provide should comply with the detail (aggregation) requirements as specified in the service specifications. Unless agreed differently in the Agreement, we will

require transaction details, that are event based. Each event will be represented by a combination of:

- a. Date of the event
- b. Subject (or patient) of the event
- c. Health care provider involved in the event
- d. Type of event

C10 CONTINUITY

You must take all due care to ensure that in the event of ceasing to provide the Services, your records are properly preserved and accessible by us.

C10.1 The Costs Associated with the Provision of Information

The costs associated with the provision of information under the Agreement are to be paid for by you. Unless agreed differently in the Agreement, reimbursement for these costs by us to the you is deemed to be included in the Service pricing as agreed under the Agreement.

C10.2 Ad-hoc Information requirements

- a. We may request additional information from you in relation to you in general or the Services specified in the Agreement. In the request, we will detail the reasons for the request and the intended usage of the required information.
- b. You will endeavour to provide us with every reasonable assistance in obtaining the required information. Both of us will agree to conditions and specifications of Ad-hoc Information Requirements in writing.

PART 2 SERVICE SCHEDULES

This Part 2 contains each of the Service Schedules listed in the Head Agreement (Agreement Summary).

Each of the Service Schedules in Part 2 form part of the Agreement between us, as defined in the Head Agreement or in a subsequent Variation to the Head Agreement, as applicable.

Each Service Schedule contains DSS Service Type Terms and Conditions, Service Specifications, and Provider Specific Terms and Conditions associated with the Service.

The DSS Service Type Terms and Conditions set out the terms and conditions not outlined in Part 1 of the Agreement that apply to the specific type of service being purchased.

Service Specifications describe the Service, and set out quality and information reporting requirements additional to those specified in Part 1 (the Head Agreement). Note that nationally standard service descriptions may contain details (particularly Purchase Units and Reporting Requirements) which do not apply to all agreements.

The Provider Specific Terms and Conditions detail those elements of the Agreement that are unique to you. These include payment terms, term of the Service Schedule, any details which differ from Part 2 (the General Terms) and/or standard Service Specification/s (including detailed clarification of any parts of the nationally standard service description that do not apply to your agreement and a full list of relevant purchase units, volumes, prices, and reporting requirements).

Contents of each Service Schedule within Part 2

Section A DSS Service Type Terms and Conditions

Section B. Provider Specific Terms and Conditions

- B.1 Introduction
- B.2 Standard Documentation
- B.3 Purchase Units
- B.4 Payment Details.

Section C. Service Specifications

- Standard national specifications
- Additional specifications (if appropriate)

SECTION A: DSS SERVICE TYPE TERMS AND CONDITIONS

Nil.



SECTION B: PROVIDER SPECIFIC TERMS & CONDITIONS

B1 SERVICE DETAILS

B1.1 It is agreed that the following details apply to this Service Schedule.

Legal Entity Name	Compensation Advisory Services Ltd - LifeLinks
Legal Entity Number	230284
Agreement Number	360278/00
Agreement Commencement Date	1 July 2018
Agreement End Date	30 June 2021

B2 STANDARD DOCUMENTATION

B2.1 It is agreed that the Service Schedule includes the standard documentation in Part 2 (the General Terms), and the standard service specifications included in this Service Schedule, as amended by any changes (if any) identified below.

B2.2 It is agreed that the services will be paid for in accordance with the details given in the Payment Details below.

B3 DETAILS OF ALL PURCHASE UNITS WHICH APPLY TO THIS SERVICE SCHEDULE

Purchase Unit (PU ID)	Total Price excl. GST	GST Rate (%)	Payment Type
DSS1040 DSD NASC Management	\$6,749,261.28	15	CMS
DSS1039D DSD Discretionary Funding	\$330,000.12	15	CMS
DSS1039D DSD Discretionary Funding – Historic Individualised Funding	\$332,417.66	15	CMS
DSS1040 DSD NASC Management – EGL Support	\$243,600.12	15	CMS
Total price for the Service Schedule	\$7,655,279.18		

B4 PAYMENT DETAILS

B4.1 Price

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

B4.2 Invoicing

We will pay you on the dates set out in the Payment Schedule below 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
- 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
- i. volume, if applicable
- j. GST rate
- k. GST number
- l. full name of funder

If we do not receive an invoice from you by the date specified in the payment schedule below, then we will pay you within 20 days after we receive the invoice.

B4.3 Invoicing Address

Send invoices to:

providerinvoices@moh.govt.nz

or post to:

Provider Payments
Ministry of Health
Private Bag 1942
Dunedin 9054

B4.4 Payment Schedule – DSS1040 DSD NASC Management & DSS1040 DSD NASC Management – EGL Support

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)
20 August 2018	31 July 2018	July 2018	\$194,246.15
20 September 2018	31 August 2018	August 2018	\$194,246.15
23 October 2018	30 September 2018	September 2018	\$194,246.15
21 November 2018	31 October 2018	October 2018	\$194,246.15
20 December 2018	30 November 2018	November 2018	\$194,246.15
21 January 2019	31 December 2018	December 2018	\$194,246.15
20 February 2019	31 January 2019	January 2019	\$194,246.15
20 March 2019	28 February 2019	February 2019	\$194,246.15
23 April 2019	31 March 2019	March 2019	\$194,246.15
20 May 2019	30 April 2019	April 2019	\$194,246.15
20 June 2019	31 May 2019	May 2019	\$194,246.15
22 July 2019	30 June 2019	June 2019	\$194,246.15
20 August 2019	31 July 2019	July 2019	\$194,246.15
20 September 2019	31 August 2019	August 2019	\$194,246.15
21 October 2019	30 September 2019	September 2019	\$194,246.15
20 November 2019	31 October 2019	October 2019	\$194,246.15
20 December 2019	30 November 2019	November 2019	\$194,246.15
20 January 2020	31 December 2019	December 2019	\$194,246.15
20 February 2020	31 January 2020	January 2020	\$194,246.15
20 March 2020	29 February 2020	February 2020	\$194,246.15
20 April 2020	31 March 2020	March 2020	\$194,246.15
20 May 2020	30 April 2020	April 2020	\$194,246.15
22 June 2020	31 May 2020	May 2020	\$194,246.15
20 July 2020	30 June 2020	June 2020	\$194,246.15

20 August 2020	31 July 2020	July 2020	\$194,246.15
21 September 2020	31 August 2020	August 2020	\$194,246.15
20 October 2020	30 September 2020	September 2020	\$194,246.15
20 November 2020	31 October 2020	October 2020	\$194,246.15
21 December 2020	30 November 2020	November 2020	\$194,246.15
20 January 2021	31 December 2020	December 2020	\$194,246.15
22 February 2021	31 January 2021	January 2021	\$194,246.15
22 March 2021	28 February 2021	February 2021	\$194,246.15
20 April 2021	31 March 2021	March 2021	\$194,246.15
20 May 2021	30 April 2021	April 2021	\$194,246.15
21 June 2021	31 May 2021	May 2021	\$194,246.15
20 July 2021	30 June 2021	June 2021	\$194,246.15
Total			\$6,992,861.40

B4.5 Payment Schedule – DSS1039D DSD Discretionary Funding

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
20 August 2018	31 July 2018	July 2018
20 September 2018	31 August 2018	August 2018
23 October 2018	30 September 2018	September 2018
21 November 2018	31 October 2018	October 2018
20 December 2018	30 November 2018	November 2018
21 January 2019	31 December 2018	December 2018
20 February 2019	31 January 2019	January 2019
20 March 2019	28 February 2019	February 2019
23 April 2019	31 March 2019	March 2019
20 May 2019	30 April 2019	April 2019
20 June 2019	31 May 2019	May 2019
22 July 2019	30 June 2019	June 2019
20 August 2019	31 July 2019	July 2019
20 September 2019	31 August 2019	August 2019
21 October 2019	30 September 2019	September 2019
20 November 2019	31 October 2019	October 2019
20 December 2019	30 November 2019	November 2019
20 January 2020	31 December 2019	December 2019
20 February 2020	31 January 2020	January 2020
20 March 2020	29 February 2020	February 2020
20 April 2020	31 March 2020	March 2020
20 May 2020	30 April 2020	April 2020
22 June 2020	31 May 2020	May 2020
20 July 2020	30 June 2020	June 2020
20 August 2020	31 July 2020	July 2020
21 September 2020	31 August 2020	August 2020
20 October 2020	30 September 2020	September 2020
20 November 2020	31 October 2020	October 2020
21 December 2020	30 November 2020	November 2020
20 January 2021	31 December 2020	December 2020
22 February 2021	31 January 2021	January 2021
22 March 2021	28 February 2021	February 2021
20 April 2021	31 March 2021	March 2021
20 May 2021	30 April 2021	April 2021
21 June 2021	31 May 2021	May 2021
20 July 2021	30 June 2021	June 2021

B4.6 Payment Schedule – DSS1039D DSD Discretionary Funding – Historic Individualised Funding

Payments will be made by us on these dates:	On invoices received by us on or before:	For services supplied in the period:
24 July 2018	15 July 2018	27 June 2018 to 10 July 2018
07 August 2018	29 July 2018	11 July 2018 to 24 July 2018
21 August 2018	12 August 2018	25 July 2018 to 07 August 2018
04 September 2018	26 August 2018	08 August 2018 to 21 August 2018
18 September 2018	09 September 2018	22 August 2018 to 04 September 2018
02 October 2018	23 September 2018	05 September 2018 to 18 September 2018
16 October 2018	07 October 2018	19 September 2018 to 02 October 2018
30 October 2018	21 October 2018	03 October 2018 to 16 October 2018
13 November 2018	04 November 2018	17 October 2018 to 30 October 2018
27 November 2018	18 November 2018	31 October 2018 to 13 November 2018
11 December 2018	02 December 2018	14 November 2018 to 27 November 2018
25 December 2018	16 December 2018	28 November 2018 to 11 December 2018
08 January 2019	30 December 2018	12 December 2018 to 25 December 2018
22 January 2019	13 January 2019	26 December 2018 to 08 January 2019
05 February 2019	27 January 2019	09 January 2019 to 22 January 2019
19 February 2019	10 February 2019	23 January 2019 to 05 February 2019
05 March 2019	24 February 2019	06 February 2019 to 19 February 2019
19 March 2019	10 March 2019	20 February 2019 to 05 March 2019
02 April 2019	24 March 2019	06 March 2019 to 19 March 2019
16 April 2019	07 April 2019	20 March 2019 to 02 April 2019
30 April 2019	21 April 2019	03 April 2019 to 16 April 2019
14 May 2019	05 May 2019	17 April 2019 to 30 April 2019
28 May 2019	19 May 2019	01 May 2019 to 14 May 2019
11 June 2019	02 June 2019	15 May 2019 to 28 May 2019
25 June 2019	16 June 2019	29 May 2019 to 11 June 2019
09 July 2019	30 June 2019	12 June 2019 to 25 June 2019
23 July 2019	14 July 2019	26 June 2019 to 09 July 2019
06 August 2019	28 July 2019	10 July 2019 to 23 July 2019
20 August 2019	11 August 2019	24 July 2019 to 06 August 2019
03 September 2019	25 August 2019	07 August 2019 to 20 August 2019
17 September 2019	08 September 2019	21 August 2019 to 03 September 2019
01 October 2019	22 September 2019	04 September 2019 to 17 September 2019
15 October 2019	06 October 2019	18 September 2019 to 01 October 2019
29 October 2019	20 October 2019	02 October 2019 to 15 October 2019
12 November 2019	03 November 2019	16 October 2019 to 29 October 2019
26 November 2019	17 November 2019	30 October 2019 to 12 November 2019
10 December 2019	01 December 2019	13 November 2019 to 26 November 2019
24 December 2019	15 December 2019	27 November 2019 to 10 December 2019
07 January 2020	29 December 2019	11 December 2019 to 24 December 2019
21 January 2020	12 January 2020	25 December 2019 to 07 January 2020
04 February 2020	26 January 2020	08 January 2020 to 21 January 2020
18 February 2020	09 February 2020	22 January 2020 to 04 February 2020
03 March 2020	23 February 2020	05 February 2020 to 18 February 2020
17 March 2020	08 March 2020	19 February 2020 to 03 March 2020
31 March 2020	22 March 2020	04 March 2020 to 17 March 2020
14 April 2020	05 April 2020	18 March 2020 to 31 March 2020
28 April 2020	19 April 2020	01 April 2020 to 14 April 2020
12 May 2020	03 May 2020	15 April 2020 to 28 April 2020
26 May 2020	17 May 2020	29 April 2020 to 12 May 2020
09 June 2020	31 May 2020	13 May 2020 to 26 May 2020
23 June 2020	14 June 2020	27 May 2020 to 09 June 2020

07 July 2020	28 June 2020	10 June 2020 to 23 June 2020
21 July 2020	12 July 2020	24 June 2020 to 07 July 2020
04 August 2020	26 July 2020	08 July 2020 to 21 July 2020
18 August 2020	09 August 2020	22 July 2020 to 04 August 2020
01 September 2020	23 August 2020	05 August 2020 to 18 August 2020
15 September 2020	06 September 2020	19 August 2020 to 01 September 2020
29 September 2020	20 September 2020	02 September 2020 to 15 September 2020
13 October 2020	04 October 2020	16 September 2020 to 29 September 2020
27 October 2020	18 October 2020	30 September 2020 to 13 October 2020
10 November 2020	01 November 2020	14 October 2020 to 27 October 2020
24 November 2020	15 November 2020	28 October 2020 to 10 November 2020
08 December 2020	29 November 2020	11 November 2020 to 24 November 2020
22 December 2020	13 December 2020	25 November 2020 to 08 December 2020
05 January 2021	27 December 2020	09 December 2020 to 22 December 2020
19 January 2021	10 January 2021	23 December 2020 to 05 January 2021
02 February 2021	24 January 2021	06 January 2021 to 19 January 2021
16 February 2021	07 February 2021	20 January 2021 to 02 February 2021
02 March 2021	21 February 2021	03 February 2021 to 16 February 2021
16 March 2021	07 March 2021	17 February 2021 to 02 March 2021
30 March 2021	21 March 2021	03 March 2021 to 16 March 2021
13 April 2021	04 April 2021	17 March 2021 to 30 March 2021
27 April 2021	18 April 2021	31 March 2021 to 13 April 2021
11 May 2021	02 May 2021	14 April 2021 to 27 April 2021
25 May 2021	16 May 2021	28 April 2021 to 11 May 2021
08 June 2021	30 May 2021	12 May 2021 to 25 May 2021
22 June 2021	13 June 2021	26 May 2021 to 08 June 2021
06 July 2021	27 June 2021	09 June 2021 to 22 June 2021
20 July 2021	11 July 2021	23 June 2021 to 30 June 2021

B5 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 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.

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

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

B6 PROVIDER SPECIFIC TERMS AND CONDITIONS

The Ministry may renew this Agreement for a further period of 24 months from 1 July 2021 to 30 June 2023 by giving notice in writing to the Provider not less than 3 months prior to the expiry date of 30 June 2021. The right of renewal is at the sole discretion of the Ministry.

Support for EGL processes and development 2015

The purpose of this contract line is to continue funding to support the implementation of Enabling Good Lives (EGL) in Christchurch by funding an additional FTE in the local NASC.

With this resource the Ministry wish to ensure the NASC can support developments occurring as EGL grows and while system transformation is completed. Services required by the additional EGL FTE include participating in regular meetings with EGL stakeholders, provide information and support to the evaluation of the EGL programme if requested, self-assessment form development and testing, testing of a new Funding Allocation Tool and working directly with EGL participants to facilitate access to support through the EGL process, and any other requirements relating to EGL the NASC may have.

The NASC is to identify and employ a single person dedicated to EGL. The person would be the EGL process expert within the NASC, and must directly support the EGL team with operational matters relating to NASC process, support allocation and recording for EGL participants and they would be a go to person should EGL participants have issues relating to the EGL-NASC process. The person would be able to support the Ministry and their contractors directly with any participant related queries that may arise.

The Ministry expects there would be a direct working relationship held by EGL members with the person on day to day matters and access to the NASC General Manager on any matters that need more senior staff involvement.

All other terms of the existing NASC agreement will apply to this service.

Reporting Requirements

You will send your completed reports to the Ministry of Health Agreement Manager noted on the front of this contract. You are not required to forward your reports to the Performance Reporting Team as per the Service Specification.

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



SECTION C: SERVICE SPECIFICATION

The following Disability Support Service principles will be incorporated in the provision of support services by the Provider under the service specification/s in this Agreement.

Service users are individuals who have the inherent right to respect for their human worth and dignity

- The individual needs and goals of the person receiving services are met.
- The rights of the service user to privacy and confidentiality are respected.

Service users have the right to live in and be part of the community

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

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

- Services promote recognition of the competence of service users, and enhance the image of people with a disability.
- A service user centred approach permeates all services with individualised programmes appropriately responding to the particular life skill needs and goals of individual service users.

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

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

Service users 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

- Service user involvement in decision-making regarding individualised programmes and services received is evident.
- Service provision ensures that no single organisation providing services exercises control over all or most aspects of the life of the service user, unless the service user chooses otherwise.
- Providers demonstrate that as an organisation they are accountable to people using their service.
- The service user or their advocate and the other service users in the proposed house group must feel they are compatible and will live comfortably together.

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

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

Service users 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

- Opportunities are provided for service users to reach goals and enjoy lifestyles which are valued by the individual.

Service users have the right to pursue any grievance in relation to services without fear of the services being discontinued or any form of recrimination

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

SERVICE SPECIFICATION

SERVICE DESCRIPTION AND PURCHASE UNIT CODES:

DSS Needs Assessment and Service Co-ordination (DSS1040)
including Discretionary Funding (DSS1039D)

DSD PHILOSOPHY

The aim of Disability Services Directorate (DSD) of the Ministry of Health (the Ministry) is to build on the vision contained in the New Zealand Disability Strategy (NZDS) of a fully inclusive society. New Zealand will be inclusive when people with disabilities can say they live in:

'A society that highly values our lives and continually enhances our full participation.'

With this vision in mind, DSD aims to promote a person's quality of life and enable community participation and maximum independence. Services should create linkages that allow a person's needs to be addressed holistically, in an environment most appropriate to the person with disability.

Disability support services should ensure that people with disabilities have control over their own lives. Support options must be flexible, responsive and needs based. They must focus on the person and where relevant, their family and whānau, and enable people to make real decisions about their own lives.

1. DEFINITIONS

Disabled person/ person with disability

NASC should ensure services are provided only to those disabled people who are eligible to receive them, as required by the Guide to Eligibility for Publicly Funded Health and Disability Services in New Zealand. For the purposes of this service specification a person with a disability is someone who has been identified as having a physical, intellectual, sensory disability (or a combination of these) which is likely to continue for a minimum of six months and result in a reduction of independent function to the extent that ongoing support is required.

Note: Subsequent references in this document to "the person" or "people" should be understood as referring to a disabled person/person with disability.

Throughout this document the term "person" is taken to include, where appropriate, family/ whānau/ aiga and/or full-time carer. When the NASC is working with a child, that child is always considered within the context of the family/whānau/ aiga.

Carer

For the purposes of this specification, a full-time carer is someone who has principle, active responsibility for the ongoing and frequent care of a person, usually on an unpaid basis and according to the above definitions.

For the purposes of this specification needs assessment or service coordination is a process provided by a Needs Assessment Service Coordination (NASC) on behalf of the Ministry of Health. This process is based on *The New Zealand Framework for Disability Service Delivery*, Ministry of Health, August 1994. Needs assessment and service coordination provides the means for a person to identify their prioritised disability support needs within the context of their own natural resources and existing supports, receive information on support options, including those which are government funded, and receive assistance with coordination of support services. NASC also manage DSS budgets for the funder.

The three key functions of NASC are:

Facilitated Needs Assessment

Needs assessment is a process of determining the current abilities, resources, goals and needs of a person and identifying which of those needs are the most important. The purpose of the process is to decide what is needed to maximise a person's independence so that they can participate as fully as possible in society, in accordance with their abilities, resources, culture and goals. A person's needs will also include, where appropriate, the needs of their family/whānau and carers; their recreational, social and personal development needs; their training and education needs; and their vocational and employment needs. This does not assume Ministry responsibility for funding of supports in relation to all of these needs, and particularly when they are the funding responsibility of other agencies.

Service Co-ordination

Service co-ordination is a process of identifying, planning and reviewing the package of services required to meet the prioritised assessed needs and goals of the person and, where appropriate, their family/whānau and carers. Service co-ordination also determines which of the assessed needs can be met by government funded services and which can be met by other services, and will explore all options and linkages for addressing prioritised needs and goals.

Budget Management

The NASC manages, on behalf of the Ministry, a defined indicative budget based upon an annual allocation. Performance against the budget will be reviewed, at least, on a monthly basis by the NASC and the Ministry.

The NASC needs to ensure that people with the highest priority needs receive access to services first. The NASC must also ensure that commitments made to fund service packages for people are such that they will not exceed the indicative budget for the current and out years.

Budget management involves allocating cost effective packages of services within the indicative budget, according to the Support Package Allocation tool, and within Benchmark Indicators determined by the Ministry for the identified population for a region.

2. OBJECTIVES

2.1 General

A fundamental objective of the NASC is to maximise and support the abilities of people by facilitating a process for them to identify their needs and goals, and make decisions on how these can best be met. To achieve this objective the NASC must maintain a clear vision of NASC as the dynamic combination of a service working in partnership with people and the Ministry to achieve the best possible outcomes within the available resources.

For people with disability and full-time carers NASC is the means by which their strengths, resources and needs can be identified, their support options explored and support services accessed. In order to achieve these objectives a NASC needs to, at a minimum:

- be responsive to people and their communities
- be community focussed
- support the enhancement of the person's own natural strengths, resources and independence
- have minimal waiting times by adhering to timeframes set out in this specification.

Needs assessment and service co-ordination processes must be separated from the provision of support services. A NASC may not be the provider of support services, to ensure that no actual or perceived conflict of interest exists.

2.2 Responding to Communities

The NASC will have mechanisms in place to gain the input of people and their communities. In line with the objectives of the Māori Disability Action Plan, *He Ratonga Tautoko i Te Hunga Haua*, the input of Māori in particular as *mana whenua* should also be sought. Examples of mechanisms that could appropriately demonstrate and achieve responsiveness to the community include community representation at the governance level of the provider and/or an advisory group to the NASC.

2.3 Māori Health and Disability

The Crown Statement of Objectives outlines the Government's medium term objectives for, and expectations of, the Ministry. In response to the Crown's Objective for Māori health and in line with its purpose statement, the Ministry has developed a Māori Health Strategy, *He Korowai Oranga*, and a Māori Health Action Plan, *Whakatataka*.

He Ratonga Tautoko i Te Hunga Haua, the DSD Māori Disability Action Plan identifies four strategic goals aimed at increasing responsiveness to Māori. The NASC is required to contribute to the implementation of *He Ratonga Tautoko i Te Hunga Haua* and the four strategic goals.

The four strategic goals are:

- Remove barriers for disabled Māori
- Increase Māori participation in the disability sector
- Develop effective disability services
- Work across sectors

Mauriora (positive life essence) is a key principle for Māori with a disability as opposed to Oranga (health) as described in *He Korowai Oranga*. Mauriora and the four strategic goals may be achieved through the application of Tikanga (practice and process) i.e. the use of *te reo*, appropriate protocols, participation in Marae activities and regular whānau, hapū or Iwi initiatives.

3. SERVICE USERS

3.1 Inclusions

People eligible according to the Guide to Eligibility for Publicly Funded Health and Disability Services in New Zealand who have been assessed as having a physical, intellectual or sensory disability (or combination of these) that is likely to continue for a minimum of six months; result in reduction of independent function; and require ongoing support¹. People with these disabilities constitute the Ministry's main client group, which largely consists of people aged under 65, many of whom have lifelong impairments.

People with physical, intellectual or sensory disability that co-exists with a personal health condition, mental health condition and/or injury, in relation to their disability support needs.

The NASC will consult with the Ministry for prior agreement in relation to people under 65 whose needs may have historically been recognised as disability-related within the parameters of the definition of disability.

¹ Although people with psychiatric disability and 'age-related' disability with support needs can be assessed for access to support services they are excluded from the Ministry's operation of the definition.

3.2 Exclusions

- People who are covered under the Injury, Prevention, Rehabilitation and Compensation Act 2001. ACC has been responsible since 1974 for funding support services for people whose disability is caused by injury or accident².
- People aged 65 years and over who do not have a long term impairment (i.e physical, sensory, intellectual or cognitive disability that was acquired before the age of 65 years)
- People aged 65 years and over with a long term impairment who have been Ministry funded but who have been clinically assessed by a DHB or needs assessor as requiring age related residential care.
- People aged 50-64 years who have been assessed by a DHB or DHB needs assessor as "close in interest" to persons aged 65 years and over and whose needs would be best met by DHB integrated health and disability services.
- People who require an assessment solely as a result of a mental health need or addiction condition. These assessments are contracted for by the DHB through Mental Health Assessment Services or Community Mental Health teams.
- People who require assessment as a result of a personal health need. A personal health need is defined as when a person's level of independent function is reduced by a condition that requires ongoing supervision by a health professional.

3.3 Interface with NASC for people 65 years and over

The NASC will maintain working relationships and agreed protocols with DHB NASC working with older people.

3.4 Interface with Mental Health

For those people with a dual diagnosis, that being a co-existing mental illness and disability, the NASC will work in collaboration with the relevant Mental Health Service.

3.5 Interface with Personal Health

Following an acute illness and the completion of post-discharge care and treatment, a disabled person can be referred to a NASC for their disability support needs.

3.6 Interface with Other Agencies

Depending on the needs of the person it may be appropriate for the NASC to jointly facilitate needs assessment with other appropriate agencies.

4. SERVICE ACCESS

The NASC is expected to:

- encourage and enable the person to take an active role in the needs assessment and service co-ordination process
- ensure that there is full consideration of the person's chosen lifestyle in all aspects of the assessment and service co-ordination process
- determine with the person the appropriate level of NASC involvement. This may require full involvement by the assessment facilitator through to minimal involvement and advice where the person wants to take more responsibility for the process themselves, including accessing services which are funded or purchased outside the NASC process.

² Injury, Prevention, Rehabilitation and Compensation Act 2001 refers.

Needs assessment and service co-ordination will be conducted with the person in an environment comfortable to them. The NASC will:

- provide information about the NASC service and work to ensure people, providers, GPs, other community groups and potential referrers are aware of NASC referral processes
- promote access to services by Māori and Pacific peoples
- identify, and build into the service, strategies to overcome known barriers to access for Māori, Pacific peoples, and other population groups with specific needs
- operate from premises that are appropriate, accessible and welcoming.
- have NASC premises open during normal business hours.

4.1 Referrals

The person may self refer to the NASC. Any other person or organisation can make referrals.

Initial contact will be made within two working days of receipt of the referral. This contact may be by phone, letter or visit. The type of contact and response will be determined by the nature of the referral i.e. urgency.

4.2 Prioritisation

The NASC will promote self-determination, quality of life and an environment that maximises community participation and independence for people. The NASC's role is to co-ordinate effective utilisation of disability support resources.

The NASC has a role in facilitating access, prioritising and allocating DSD funded resources. To achieve this the NASC will:

- acknowledge and support the person's own natural resources and existing supports
- give the person accurate information on eligibility and the limitations and boundaries of DSD funded services
- meet the safety needs of the person and community wherever possible
- promote equity for people to achieve similar outcomes for similar needs and circumstances
- work to safely reduce any disparities in equity between population and disability groups
- recognise the need for, and support access to, appropriate supports for groups with specific disability needs.
- support the continued needs based shift to supported community-based options for people previously living in institutional care or unsupported in the community
- support the continued needs based shift from service based to support based delivery
- be efficient, including creative and innovative use of resources to meet needs
- establish greater trust and credibility in the NASC process
- work within the funding and policy boundaries of the Ministry when allocating public resources.

The NASC will implement, and adhere to, consistent and transparent processes for priority setting and associated resource allocation. These processes need to adhere to the Ministry's relevant Disability Services Directorate policies and processes.

4.3 Inter- NASC transfers

The NASC will provide service to all eligible people wherever they live, or subsequently shift to, within the NASC's specified geographic area.

The NASC will establish protocols and procedures with fellow NASC in other areas of New Zealand to ensure continuity of service for people moving into, and out of, the region. Such protocols should include but are not limited to:

- the timely transfer of relevant information including assessment, service and support planning records to the new NASC, subject to the provisions of the Health Information Privacy Code (Office of the Privacy Commissioner 1994).
- immediate commencement of services by the new NASC according to the person's transferred support plan until such time as a reassessment or review of the support plan are undertaken by the new NASC
- a process for, and agreement on, a transition plan developed by both NASC in conjunction with the person. This is particularly important in situations where different services are required and/or where particular services are not available in the new area
- a process for reporting changes to the Ministry for payment and planning purposes
- a process for temporary moves between areas e.g. for education, holiday, study. Note: In this situation the original NASC retains responsibility for ensuring that the person's disability support needs continue to be met while away and as outlined in the support plan.

5. SERVICE COMPONENTS

5.1 Screening

The NASC will ensure that it has personnel and systems in place to determine the eligibility of people being referred to the NASC using the definition of Service Users in 3.1, the functions of NASC in 1.0, and consistent also with the *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002).

The NASC will advise those who make referrals that are not appropriate to NASC and assist with information to effect appropriate on-referral.

5.2 Facilitated Needs Assessment

The role of the needs assessment facilitator is to work directly with the person to identify the person's current abilities, resources, goals and prioritised needs. The outcome of the process is a comprehensive needs assessment report. The level of detail required in the needs assessment will depend upon the situation of each person.

The objectives of the assessment process are to:

- confirm eligibility – including the nature of the person's disability, if appropriate
- work with the person to identify their current abilities, resources
- work with the person to identify prioritised needs and goals arising from their impairment
- refer to appropriate specialised assessment services including Assessment Treatment and Rehabilitation (AT&R) where appropriate.

The NASC will have a clear auditable separation in their business between the function of assessment facilitation and service co-ordination. The purpose of this separation and transparency is to demonstrate objectivity and show identification of the person's needs irrespective of resource availability.

The NASC will demonstrate that:

- they have in place qualified and competent staff or sub-contracted assessment facilitators to provide choice of assessment facilitators and adequate coverage of the entire geographic area contracted for, including remote and rural areas
- access is facilitated to specialised assessment and/ or referral for treatment and followed up to ensure timely response from that assessor.

Outcomes of the needs assessment process may be either:

- a needs assessment is completed and service co-ordination commenced
- a needs assessment is partially completed and service co-ordination commenced to arrange access to urgent support needs
- a needs assessment is partially completed awaiting the outcome of specialised assessment

At the end of the assessment process the person, or their delegated advocate/representative, will sign off the completed assessment and receive a copy for their records.

Further information on the process and requirements for delivering facilitated needs assessment is provided in *Standards for Needs Assessment* (MOH 1994) and (MOH 1999) and *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002).

5.2.1 Cultural Component of Facilitated Needs Assessment

The purpose of the cultural component of assessment is to jointly identify, the person's cultural needs. This may include issues of social/cultural, spiritual, psychological and physical need, and strengths, assets, and support systems to assist in planning support.

The NASC will have the capacity to include a cultural component into the facilitated needs assessment process.

5.3 Specialised Assessment

The assessment facilitator may refer the person to a specialised assessor for a specialised assessment. The purpose of a specialised assessment is to obtain detailed information and knowledge to accurately assess the person's need and identify a range of possible options including treatment. Such assessments are generally funded directly by the Ministry (in most instances provided by a DHB) and will not be a charge on the NASC budget. Occasionally, in the absence of any Ministry funded specialised service, the NASC may need to access privately provided specialised assessment. Purchase of such assessments will be a charge against the budget managed by the NASC for purchase of services and must be in line with the prioritisation principles set out in section 4.2, and within available resources.

Specialised assessments include, but are not limited to, clinical, diagnostic or other assessment, the purpose of which is to:

- establish the physiological basis, extent and implications of the disability (e.g. testing, diagnosis and medical/physical prognosis)
- gain access to medical treatment and/or rehabilitation or habilitation (e.g. AT&R, corrective surgery, exercises, treatment or child development)
- determine the person's suitability for a specific service or type of assistance, including environmental support
- make recommendations on how specific needs of the individual can be met (e.g. communication support, activities of daily living (ADL), mobility assistance)

- provide advice on how support services can assist in furthering the rehabilitation process

The NASC will also identify and facilitate access to assessors funded by other government departments e.g. education, vocational.

5.4 Service Co-ordination

The NASC is required to undertake service planning and service co-ordination, and agree a support plan with the person that indicates how prioritised needs will be met.

The service co-ordinator will ensure that, wherever possible, the person has a choice of service options, including involvement of family, community, voluntary or private (personally funded) services. The service coordinator will support and/or arrange innovative and flexible individually focussed service packages. Where appropriate services are not available the service co-ordinator and the person will consider other possible options for meeting the support needs.

Consideration of natural supports will be included in assessment and coordination processes for all people, including Hunga Haua (people with disability). Natural supports include but are not limited to friends, both outside and in service settings; immediate and extended whānau members including hapū and iwi; community activities/groups/education and courses; neighbours; workplaces.

The place of natural supports in a person's life is likely to be an important part of Mauriora. Hunga Haua should be encouraged to think about who or what these supports might be and should be supported to have contact with them, or, where no supports exist, should be supported to explore the possibilities of developing them.

Service co-ordination will:

- commence immediately following completion of the needs assessment. However, as the NASC is accountable for meeting the safety needs of the person, service co-ordination may need to commence before the completion of the assessment. Access to support services that maintain the safety and/ or dignity needs of the person should not be delayed where the completion of the needs assessment is subject to delays e.g. time involved in accessing or completing specialised assessments
- confirm financial eligibility for disability support services
- provide information to the person on all their options, including available service providers. The person should have the opportunity to choose the support service provider from whom they will receive services. The NASC will then refer the person to the chosen service provider
- develop an individualised support plan with the person, focusing on support for prioritised needs and goals
- prioritise access to publicly funded services
- ensure that the service package is cost effective, affordable and equitable and can be provided within the NASC defined budget and the Ministry's guidelines. The Ministry will work with the NASC to develop price and allocation guidelines during the course of the NASC contract
- ensure that all aspects of the package of services are co-ordinated and that services made available through the NASC budget are accessible by the person. The NASC should ensure, to the extent possible, that services provided by external agencies are co-ordinated and not duplicated.

Further information on the process and requirements for delivering service co-ordination is provided in the *Guidelines for Service Co-ordination* (MOH1995), *Standards for Service Coordination* (MOH 1999) and *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002), including the Support Allocation Tool (SPA).

5.5 Intensive Service Co-ordination

The NASC is responsible for providing intensive service co-ordination for the small number of people with high and complex needs, usually requiring the involvement of multiple providers and ongoing problem solving. Intensive service co-ordination requires an ongoing relationship between the person and the co-ordinator. The decision that intensive service coordination is needed will be made by the service co-ordinator following assessment.

The tasks of intensive service co-ordination include:

- negotiating the most appropriate means for achieving the desired outcomes and respective responsibilities with service providers and other sectors, for example education, justice, police, High and Complex Needs Unit MSD for children.
- arranging interim and crisis service provision pending further assessment
- involvement with specialised services e.g. Mental Health, for assessment and treatment planning, including joint needs assessment and service co-ordination for people with a dual diagnosis of intellectual disability and mental health
- convening or participating in meetings as required with the person and those involved in the development and/or implementation of a support plan
- monitoring the delivery of the support plan, review of needs and revision of the support plan at regular, specified intervals.

The NASC will:

- ensure that intensive service co-ordination is offered only to people with high and complex needs
- work with others involved in supporting the person to ensure all participants have a common understanding of the needs and goals of the person and are working together to achieve these
- regularly review the needs of the person and the purpose of intensive service co-ordination to ensure that it is appropriate.

5.6 Review and Reassessment

Review: The NASC is responsible for determining an appropriate time frame with the person to review their support package. The interval will be indicated by the person's needs and the package of supports. Generally it is expected that a person's supports will be reviewed at least annually. However, a person may at any time seek a review if the service is not meeting their needs or their eligibility has changed or expired e.g. eligibility for community services card, carer support. Review periods for people with high or complex needs or those in a crisis period may be considerably shorter.

Reassessment: Should the person's needs or circumstances undergo significant change and the support plan no longer meets their needs, a reassessment of needs will be required.

If it is likely that a person's support needs will increase or decrease over an identified period of time, a reassessment may also be required. This can be indicated when setting a timeframe for review.

The NASC will facilitate a reassessment at least every three years if the person has not been reassessed in the interim.

5.7 Crisis Response

The NASC will provide a crisis response service when required. It will have a 24 hour emergency call system available through which people, families, or carers experiencing genuine emergencies can access services such as respite care when required.

To fulfill this function the NASC will need to be able to source crisis response options.

5.8 Māori Service Components

The NASC will recognise health as all encompassing as depicted in the Whare Tapa Wha model:

- Te Taha tinana – physical body
- Te Taha wairua - spirit
- Te Taha whānau – the family
- Te Taha hinengaro - the mind.

The NASC will establish and implement a Māori Service Plan that covers governance, management, organisational competencies, Māori health and disability gain, assessment and coordination practices, and how these will contribute to improving outcomes for Māori through the needs assessment and service coordination process.

In developing the plan the NASC will take into account the Ministry's strategic direction for Māori health and disability. This plan should incorporate the minimum requirements for Māori health and disability based on the Treaty of Waitangi, the Crown objectives for Māori health and disability and any specific requirements negotiated from time to time with the Ministry.

The NASC will specify how it intends to implement this plan. In particular, the NASC will identify those services it will deliver as explicit contributions to reducing inequalities and other additional opportunities that may exist for improvements for Māori with disabilities.

The NASC will be an Equal Employment Opportunity organisation and will ensure that they recruit, train and develop Māori, and in so doing ensure provision of a more culturally competent service appropriate to Māori.

The NASC will:

- have the capacity to include a cultural component in the facilitated needs assessment
- facilitate improved access for Māori to disability support services by ensuring the equitable distribution of resources
- provide the NASC service in Te Reo Māori where necessary or appropriate or specifically requested by the person.

The NASC is required to ensure:

- that needs assessment facilitators and service co-ordinators have a basic understanding of Māori cultural values and beliefs, in particular Te Reo Māori and Tikanga Māori
- that people have access to needs assessment facilitators and service co-ordinators who have a strong understanding of the Māori holistic concept of health (taha wairua, taha tinana, taha hinengaro and taha whānau) and are able to articulate this understanding in service implementation
- that needs assessment facilitators and service coordinators have appropriate cultural competencies and/or support from cultural experts and resources
- that people have access to kaumātua (respected elder) who can be instrumental in cultural assessment and application of tikanga
- that Māori are offered the choice between Kaupapa Māori services and generic services, or a combination of both
- that the NASC can demonstrate progress toward implementation of cultural competencies to be developed by the Ministry during the term of this contract.



5.9 Pacific Service Components

The Pacific Health and Disability Action Plan (the Action Plan) sets out the strategic direction and actions for improving health outcomes for Pacific peoples and reducing inequalities between Pacific and non-Pacific peoples. It is directed at the health and disability service sectors and Pacific communities, and aims to provide and promote affordable, effective and responsive health and disability services for all New Zealanders.

The Action Plan is a working document. It provides a foundation for priorities now and sets the direction for the future. The NASC is required to recognise the key principles of the Action Plan:

- dignity and the sacredness of life are integral in the delivery of health and disability services
- active participation of Pacific peoples in all levels of health and disability services is encouraged and supported
- successful Pacific services recognise the integral roles of Pacific leadership and Pacific communities
- Pacific peoples are entitled to excellent health and disability services that are co-ordinated, culturally competent and clinically sound.

The NASC is required to ensure:

- they can demonstrate progress toward implementation of cultural competencies to be developed by the Ministry during the term of this contract.

5.10 Other Cultures

NASC are expected to provide facilitated needs assessment and service coordination in a manner culturally appropriate for people of other cultures in their populations, including new migrants who meet eligibility criteria and people with the status of refugee. Interpreters will be engaged as necessary.

5.11 Information Management

Access to information is a vital function to support people's independence and is an integral component of the NASC business. The NASC will have the dual role of both providing information and acting as an information broker.

It is expected that the NASC will capture and store data according to specifications provided by the Ministry and will use any system, designated funded and supported by the Ministry or its agents, that is developed during the course of the contract.

The outcome of the management of information will be:

- effective service outcomes for people
- people's privacy is maintained
- efficient systems for quality, budget management and reporting
- equitable and consistent allocation of available resources.

NASC are responsible for providing and facilitating a range of information to and from a number of sources. Information managed by NASC will include:

- information about individuals e.g. needs assessment and service coordination information
- information for individuals regarding NASC processes e.g. information on NASC service users' rights and complaints processes

- information on service availability e.g. contracted providers for disability support services and occupancy information
- information for business management e.g. information for provider payment, and information for budget management
- information on service issues including service gaps and/or boundary issues, quality issues regarding contracted providers.

5.11.1 Individual Information

Management of information on individuals is a core function of NASC. NASC must comply with the *Health Information Privacy Code 1994*.

NASC are required to work to key principles and practices under the code.

At a minimum:

Information must be

- necessary
- collected lawfully
- stored securely
- accurate, up to date, complete, and not misleading.

People must be informed

- of what information is collected
- of the purpose of collecting the information
- of and agree which agencies will receive the information collected
- how to access information kept on them
- that they have the right to correct inaccurate information about themselves

NASC should not keep personal information for longer than necessary and information should be disposed of in a secure manner.

Further information on the collection and management of personal information is provided in *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting*, (MOH 2002).

5.11.2 Disability Sector Information

NASC have the role of referring on to, and advising people and their families/whānau on, sources of further information. It is expected that general information will be readily available to the person and their family/whānau, at least, on:

- disabling conditions
- eligibility and entitlement to financial assistance, and benefit information
- details of the nature, type and quality of services available – both services accessed through NASC and services available from other sources, including how to access those services, expected outcomes and approximate costs of services
- referral paths for people who are not eligible for DSD funded support services but have support needs e.g. medical conditions which result in long term support needs
- other agencies where further specific and detailed information may be obtained regarding their impairment.

The NASC is not expected to compile and duplicate specific detailed information already available from other disability information agencies in their area. However the NASC will maintain effective networks

and linkages with a wide range of appropriate organisations resulting in current, reliable information from which to advise and make referrals.

The Ministry considers it important that people:

- are supported through the process by having relevant information
- have a co-ordinated and comprehensive method for accessing information.

5.11.3 Provider Information

The NASC will provide support services with sufficient information to enable them to provide service to people referred to them. To ensure this happens NASC must provide the minimum information detailed in *Support Needs Assessment & Service Co-ordination Policy, Procedure and Information Reporting Guidelines* (MOH 2002), consistent with the requirements of the *Health Information Code* (Office of the Privacy Commissioner 1994).

Additionally, NASC must have Memoranda of Understanding with providers to cover such things as:

- specifying what information is to be provided by NASC
- timeframes in response to service requests
- timeframes for notification of a change to people's service, change in service levels, and/or the amount of service
- processes for passing on information regarding a change in need of a person.

This includes the transfer of personal and service information that may be used by support service providers as they plan their services e.g. information on unmet needs and service gaps etc.

As part of maintaining effective networks the NASC will provide information to other disability support service providers on trends, unmet needs etc, for the purpose of fostering creative, innovative, flexible services.

5.12 Monitoring of Support Service Delivery

The NASC will report quarterly to the Ministry on service delivery by support service providers contracted by the Ministry. It is expected that the NASC will implement a process of monitoring:

- negotiated and actual delivery timeframes
- actual delivery of the support plan as negotiated between the NASC and support service provider
- whether services being delivered are able to meet the needs of the person. The NASC might comment on the willingness of the service provider to understand the person's needs and be flexible, within reason, on how these are met
- gaps in services available from providers, particularly services that are being purchased in significant volumes outside of Ministry contracted providers (using discretionary funding for example). The Ministry will meet with the NASC at least annually to jointly plan the possible development by the Ministry of services to fill the identified gaps
- any unresolved issues, problems or complaints and significant risks with service delivery by contracted providers.

The NASC will report to the Ministry any major risk or complaint within 24 hours of it occurring. The NASC is responsible for ensuring the quality of services purchased from their discretionary budget. Further details on this requirement are in Appendix 3 "Requirements for NASC Discretionary Funding".



5.13 Reviews

The NASC will make available to all people information detailing the procedure by which people may request a review of the outcome of a part, or the whole, of the assessment or service co-ordination process. Such procedures are to include the following elements:

- ability to screen out, or resolve through discussion, complaints arising from misunderstandings
- further assessment or a new support plan using assessment facilitators or staff members not involved in the previous assessment
- access to a second level of review within the NASC if the person remains dissatisfied

The NASC is required to ensure

- that the protocol for these Reviews, as included in the NASC Managers' Manual (2005), is known, consistently applied and monitored.

The above steps will be at the NASC's expense. If a complaint still exists, the Ministry may be requested to provide further review. The standard review procedure provided by the Ministry at that time will be followed.

5.14 Budget Management

The requirements for budget management are contained in Appendix 1, which forms part of this service specification.

5.15 Payment Processes and HealthPAC

The requirements for payment processes relating to HealthPAC are contained in Appendix 2, which forms part of this service specification.

5.16 Discretionary Funding

The requirements for Discretionary Funding are contained in Appendix 3, which forms part of this service specification.

5.17 Individualised Funding

The requirements for Individualised Funding are contained in Appendix 4 which forms part of this service specification.

5.18 Key Inputs

The NASC will:

- provide staff with the competence and confidence to professionally undertake the separate roles of needs assessment facilitation and service coordination
- be an Equal Employment Opportunity organisation
- provide for the cultural aspects of the NASC Service Components
- fulfill the responsibilities of budget management
- have systems to provide access to the NASC service, fulfill the quality, information and monitoring requirements of this specification, and maintain records and reporting.

The NASC will ensure that staff are supported to develop and maintain competence and undertake formal training and qualifications as they are developed.

6. SERVICE LINKAGES

The NASC will develop and maintain effective relationships with other organisations providing services to people. These relationships will reflect the population profile served and their communities and will include community organisations, voluntary groups, support service providers and other public sector

agencies. These will include, but not be limited to, Environmental Support Services within DSS; and Child, Youth and Family (CYF); Group Special Education (GSE); Housing New Zealand Corporation; Work and Income.

The Ministry will require the NASC to demonstrate effectiveness of relationships. For key agencies or providers the NASC should have in place Memoranda of Understanding, protocols and other liaison mechanisms that agree how the relationship will be conducted. These will be subject to audit.

The NASC will demonstrate effective linkages with the disability community (e.g. disability groups, support networks, advocacy), and Māori and Pacific peoples' groups. Relationships will be managed with regard to the interrelationships that exist between people, their networks and social support systems.

In relation to Hunga Haua these need also to include, but not be limited to, Marae, Kohanga Reo and Kura Kaupapa Māori; local Māori disability, health and social service networks, including local and regional services; primary health care providers, including Marae based and Primary Health Organisations; and Te Puni Kokiri, as appropriate. All linkages must enable, support and promote Whānau ora (healthy families) and Mauriora perspectives, responsiveness to individual need and respect for the rights and opinions of the Hunga Haua.

7. SERVICE EXCLUSIONS

NASC services for people excluded under the Service User criteria, are not provided under this specification.

8. QUALITY REQUIREMENTS

The service is required to comply with the Ministry General Contract Terms and Conditions. In addition, the following quality standards and requirements also apply.

8.1 Quality Standards

National Health & Disability Sector Standards

Only specific parts of the Health and Disability Sector Standards (HDSS) are relevant to NASCs. All NASCs are required to meet the standards and criteria to be identified in the HDSS.

It is envisaged that NASC will work towards compliance with the HDSS over time. Until such time as a NASC is fully compliant it must meet the Provider Quality Specifications in this contract. Once it is compliant with the HDSS, or by 30 September 2006, the Provider Quality Specifications will be overridden by the HDSS.

- a. Needs Assessment Standards (HFA 1999)
- b. Service Co-ordination Standards (HFA 1999)
- c. Standards for NASC Organisations (HFA 1999)

8.2 Quality Requirements

8.2.1 Access

Timeframes

First contact with the person will be made within two working days of receipt of the referral or enquiry on behalf of the person.

Time to complete needs assessment should be:



- following acknowledgement of referral in the remaining 20% of cases within 24 hours in a crisis where a person's safety is at risk
- within 24 – 48 hours for urgent referrals, depending on the degree of urgency
- within 5 working days following acknowledgement of referral in 40% of cases
- within 14 working days following acknowledgement of referral in 40% of cases
- within 20 working days

Time to complete service co-ordination should be:

- within 10 working days of the completion of the needs assessment in 80% of cases
- within 20 working days of the completion of the needs assessment in the remaining 20% of cases.

Note: It is anticipated that in the majority of situations partial completion of needs assessment and service co-ordination will progress to the point where immediate support needs are clearly identified and services put in place within 14 working days of first contact. Service co-ordination in this context refers to the development of a support plan and arranging access to services. It is recognised that the full service co-ordination role may extend over a much longer period as services are reviewed, and adjusted to meet the needs of the person. The intent of the time lines for completion of service co-ordination is to ensure that access to available services occurs in a timely manner once needs and goals have been identified.

Information will be transferred to another NASC within five working days of the transfer request being received.

8.2.2 Person/ Family/ Whānau/ Aiga Involvement

The person, family/whānau/aiga members, support workers and advocates should be central to service delivery. This requires:

- the person be given a choice of who is involved in their needs assessment and service coordination processes
- the person, family/whānau/aiga members, support workers and advocates be provided information on how they can be involved in the needs assessment and service coordination processes
- the person, family/whānau/aiga members, support workers and advocates be notified of complaint procedures
- the family/whānau/aiga is involved in a culturally appropriate manner.

8.2.3 Acceptability

Acceptability of services will be monitored on an ongoing basis. This monitoring will use a range of methods to gather this information on the acceptability of services provided. All surveys will follow the guidelines for consumer surveys contained in the NASC managers' manual, 2005. The methods used will identify the acceptability of, at least, the following areas of service as indicated by the person, support service providers, support staff, family/whānau and the person's advocates:

- information distribution
- staff professionalism
- staff cultural sensitivity

- staff communication skills
- respect for privacy
- rights of the consumer
- level of choice
- informed consent
- participation in community-based activities
- ease of use of NASC's services
- reduction of barriers that enable easier access to the NASC 's services
- complaint and feedback systems.

8.2.4 Safety

The NASC will have documented operational programmes/policies/protocols and guidelines that identify and minimise risk areas for the NASC. The use of these systems is to be included as part of the NASC Quality Improvement system. These areas must include, but are not limited to:

- abuse incidents, policy, protocols for response and reporting
- poor service delivery identification and how this will be reported to the Ministry
- service gap identification and how this is reported to the Ministry
- protocols if support service provider withdraws services to people and reporting this to the Ministry.

8.2.5 Reporting Change

The NASC is required to advise the Ministry of any significant change in the organisational structure or capability of the NASC, and of any other matters significantly affecting, or likely to affect, NASC function and quality.

9. PURCHASE UNITS

The service will be purchased for the eligible population of the region of coverage for a contract price.

PU Code	PU Description
DSS1040	Needs Assessment & Service Co-ordination
DSS1039D	Discretionary Funding

10. REPORTING REQUIREMENTS

Note: Rather than include other reports on a monthly basis, the Ministry may, from time to time, seek exception reporting of the NASC.

10.1 Monthly Reports

PU Code	PU Description	PU Measure	Reporting Requirements	
			Frequency	Reporting Units
DSS1040	DSS Needs Assessment		Monthly	<u>Quantitative Reporting</u> <ol style="list-style-type: none"> Number of Assessments by: <ul style="list-style-type: none"> New clients* Client transfer Receiving service but no prior assessment Re-entry after break Total of above Number of reassessments* Number of people waiting for first assessment Number of people waiting for a reassessment
DSS1040	DSS Service Co-ordination		Monthly	<ol style="list-style-type: none"> Number of people waiting for service co-ordination Number of service reviews completed Number of people waiting for a service review* Number of requests for a service review following allocations
DSS1039D	DSS Discretionary Funding		Monthly	<ol style="list-style-type: none"> Number of service users receiving support options through discretionary funding <u>Narrative Reporting</u> <ol style="list-style-type: none"> Excel Template Report** as per DSD format to form part of overall Narrative Report <p>Further Narrative Report outlining:</p> <ol style="list-style-type: none"> How spend relates to service gap/unmet need Issues/Concerns/Risk by: <ul style="list-style-type: none"> Description Action Taken/Solution Sought

*Glossary of Terms

Term	Definition
New Client	A person this NASC has never assessed before
Reassessment	The needs/circumstances of an existing client have changed. Therefore reassessment of current support needs is required
Review	A review of current allocation of supports and services

** Excel format template supplied by DSD entitled "Base NASC DF Template". This is to be submitted as part of your monthly narrative report to HealthPAC and to the Agreement Manager.

10.2 Quarterly Reports

In addition to above, a qualitative report is required on a quarterly basis, to be attached to your monitoring template.

PU Code	PU Description	PU Measure	Reporting Requirements	
			Frequency	Reporting Units
DSS1039	DSS Service Co-ordination		Quarterly	<p><i>Narrative Reporting</i></p> <p>A written report which meets the requirements of:</p> <ul style="list-style-type: none"> • Monitoring of Support Service Delivery (5.12); • Māori Service Components (5.8); <p>and includes at least</p> <ul style="list-style-type: none"> • updates and trends in unmet needs and service gaps, including for Māori, Pacific and other populations; • allocation patterns; • quality initiatives and risk management; • complaints, • issues, including any equity issues.

This information should be supplied within seven days after the end of each period, using the Ministry template format. Delays beyond this date will be notified to the Agreement Manager.

Where the agreement begins or ends part way through a period the report will be for that part of the period that falls within the term of the agreement.

You shall forward your completed Performance Monitoring Returns to:

Healthpac_m@moh.govt.nz

or

The Performance Reporting Team
Sector Services
Ministry of Health
Private Bag 1942
Dunedin 9054

Note: When forwarding completed Performance Monitoring Returns electronically, please cc the Ministry of Health Agreement Manager noted on the front of this contract.

11. SPECIFIC REQUIREMENTS

11.1 Legislation

The NASC will be required, under the terms of the contract, to abide by all relevant New Zealand Legislation.

11.2 Policy

The NASC will be required to abide by all relevant Policy including, but not limited to:

- The New Zealand Framework for Disability Service Delivery - August 1994, Ministry of Health
- Standards for Needs Assessment for People with Disabilities – June 1994, Ministry of Health
- Guidelines for Service Co-ordination for People with Disabilities – February 1995, Ministry of Health
- He Korowai Oranga, 2002
- DSD Policy/Process to follow when Out of Home Placement may be necessary for Children and Young People with Disabilities”, 2004.

11.3 Agreements

The NASC will observe:

- Memorandum of Understanding between the Ministry and CYF - 2000 (and revised version during term of this contract)
- Ministry of Education accredited therapy providers protocols agreed between the Ministry of Health/Ministry of Education, 1999

The provider will also observe other protocols and/or Memorandum's of Understanding negotiated between the Ministry and other government departments or agencies.



Appendix 1 – BUDGET MANAGEMENT

A1.1 The NASC is required to:

- manage and maintain data on the NASC's Portfolio to make sure that the Client Claim Processing System (CCPS) accurately reflects the disability group and that the funder is correctly assigned to the Portfolio
- monitor and manage the utilisation levels of services
- promote consistent and equitable service coordination outcomes for people. This means using the Service Allocation Tool (SPA Tool) and allocating average levels of service to the client population consistent with Benchmark Indicators
- project/forecast future costs and planning for this within indicative budget
- provide clear processes for appeal review of packages including use of current Ministry review panel processes for complex and high cost support packages
- identify to the Ministry cost effective and appropriate solutions to supporting the needs of their population/sub-populations.
- ensure all requirements and guidelines are followed, including, but not restricted to:
 - *Support Needs Assessment and Service Coordination Policy, Procedure and Information Reporting, 2002*
 - NASC Managers' Manual, 2005
 - Discretionary funding requirements
 - Supported independent living specification and guidelines
 - Intensive service co-ordination guidelines
 - SPA tool, or its equivalent as determined by the Ministry, is known to all NASC staff, adhered to, and appropriate application is evidenced and monitored to ensure equitable and nationally consistent access to support services
 - mandatory letters to service users provided by the Ministry
 - meeting regularly with the Ministry.

A1.2 To assist the NASC with budget management the Ministry will provide NASC with the following tools:

- an annual indicative budget
- access to CCPS
- reports on service utilisation and service allocations including trend reports
- reports on the Client Portfolio and status and history of the service user
- population service indicators
- access to a moderation and review panel for people with complex needs and high cost packages
- a schedule of providers contracted by the Ministry, details of the services contracted, contracted rates or pricing models such as the Allocation Resource (ART) Tool, with update of these from time to time as contracts are varied and/or renewed

and will meet regularly with the NASC manager.

A1.3 In managing the budget the NASC will need to take into account the following factors:

- people's needs may increase over time and they may seek more services at greater cost. Changing demographics e.g. the increase in the age of the population
- cessation rates from services due to improvement in condition (effective outcome of rehabilitation or treatment), service exit, death, etc
- crisis events will occur for people and they may then require immediate extra support
- any factors that may lead to an increased number of referrals to the NASC e.g. pressure from other funders to fund support for people or increased referrals from agencies where people may no longer be eligible e.g. CYF and/or SES.
- price increases agreed to by the Ministry. Projects managed by the Ministry that may directly or indirectly result in higher costs e.g. the move to more appropriate services for younger people who reside in aged residential care

A1.4 In order to manage these factors the NASC will need to adopt strategies and procedures, such as, but not limited to:

- prioritising needs and providing services so that people with the highest needs receive support first. Protocols and processes for prioritising need will be established in conjunction with the Ministry to ensure consistency of approach by NASCs
- allocating support packages for the disability population of the region consistent with the population service indicators
- managing boundary and other eligibility issues so that the Ministry is paying for only those supports for which they are responsible
- identifying situations where reassessment could result in lower cost through use of creative service packages where appropriate
- identifying situations where rehabilitation, access to treatment or other specialised services could result in lower service packages
- maintaining a crisis pool of resource for emergency service demands. The Ministry will discuss and review this crisis pool with the NASC quarterly.

The Ministry will assist with forecasting by providing relevant information on demographic trends and other information to input into trend analysis. The Ministry will develop with the NASC allocation guidelines according to clients' support needs level.

A1.5 The NASC is required to ensure all supports/services are funded by the appropriate funder. It is expected that the NASC will observe, where they exist, Memoranda of Understanding between the Ministry and other government funders and agencies e.g. ACC, SES, CYFS and Work and Income. The NASC will also have in place protocols defining areas of responsibility for providing access to support services with other providers, including the DHB.

APPENDIX 2 - PAYMENT and HEALTHPAC PROCESSES

A2.1 General

An important function of the NASC is to supply information to HealthPAC so that providers can be paid through the Client Claim Processing System (CCPS). The information transmitted must be complete, accurate and timely.

The NASC must use the correct forms, both electronic and manual, for sending information to HealthPAC. For paper forms the NASC must use the stamp provided for completing the NASC organisation's name. HealthPAC will send back to the NASC any forms that are not completed correctly.

A2.2 Eligibility load into CCPS and Provider invoice rejections

NASC have the responsibility of ensuring that legitimate claims are not rejected, and to ensure that legitimate claims that have been rejected are rectified in a timely way. Specifically the NASC must:

- have a data quality rate higher than 95% i.e. the NASC's data feed should not have rejections greater than 5% for any given period
- send to HealthPAC assessment data within five business days from the service coordination completion date
- process 80% of invoice rejections referred by non residential service providers within 10 business days i.e. NASC's must submit to HealthPAC the correct assessment details to allow the non residential invoice claim to process in the next invoicing period
- process 100% of invoice rejections referred by non residential services providers, these corrected assessments must be received by HealthPAC within four weeks of the original invoice rejection notification issued by HealthPAC being received by the NASC.

It is important for NASC to manage legitimate claims that have been rejected. Failure to do this creates unnecessary work for Home Based Support Service (HBSS) providers, other providers, NASC, and the Ministry.

Invoice rejections are caused because the HBSS provider has

- made a claim that they have not been authorised for, or
- made a legitimate claim but the NASC authorisation has not been processed in CCPS

On any occasion that the NASC is unable to fix a legitimate invoice rejection the NASC must notify HealthPAC, with a copy to the Ministry Service Manager, of any data issues that prevents the NASC from meeting these targets.

The Ministry will provide NASC with access to invoice and eligibility data stored in CCPS to assist with the management of invoice rejections. The Ministry will also provide monthly reports on NASC and HBSS provider rejections.

A2.3 Client Portfolio

The list of eligible persons is central to the NASC budget management system. The Ministry will provide the NASC with the list of their eligible persons.

The NASC must check their list each month to ensure that the list reflects:

- new people who entered their service

- people who have exited their service
- the correct funder.

Appendix 3 - REQUIREMENTS FOR NASC DISCRETIONARY FUNDING

A3.1 BACKGROUND

This appendix is to be read in conjunction with the Ministry of Health's (the Ministry) Needs Assessment Service Co-ordination (NASC) Service Specification. All the requirements of the base service specification apply with regard to the implementation of discretionary funding, in particular with respect to a person's eligibility for service.

A3.2 DEFINITION

The Ministry is responsible for funding a range of services for people with a disability. These are outlined in the Service Coverage document and include services such as needs assessment and service co-ordination, information services, household assistance, personal care, carer support, short and long-term residential care, rehabilitation and environmental support services.

In the majority of situations, most people's needs will be able to be successfully met through the standard range of services funded directly through the Ministry.

However, the Ministry notes that there may be occasions when an individual's needs are not able to be met through the Ministry's directly contracted services and therefore may require access to other support options tailored to meet an individual's needs.

Therefore, the Ministry has supported the development of discretionary funding arrangements through NASC as a way of providing more flexible and innovative supports to meet the needs of a small number of people. A person can be in receipt of Ministry contracted services and/or discretionary funding support.

A3.3 OBJECTIVES

The original purpose of discretionary funding was to enable NASC to be more innovative and flexible in developing support packages that could meet a person's identified needs. Thus, achieving better outcomes for the person that might not have been possible through traditional Disability Services Directorate (DSD) services. To be able to achieve this the NASC is expected to engage the services of other organisations to provide these supports. Dependent on the situation, these supports would usually either be one-off, or, in a limited number of cases, may be on an ongoing basis for a set length of time.

The NASC will not directly provide flexible support services to people, but will engage other parties to do so. The NASC will facilitate the provision of this support.

The Ministry notes that in the past it has allowed the development of direct payments, self-managing contracts or individualised hosting for individual clients. However, the Ministry has introduced a moratorium on these supports. As this is still in place, NASC are unable to offer these options to any new people entering NASC services. The development of a national Individualised Funding Agency will mean all such packages will be managed by this new agency in the future.

A3.4 OUTCOMES

Discretionary funding will complement the natural supports and existing resources that the client may have access to by:

- enabling Marae based and/or cultural activities to enhance participation
- resourcing creative solutions that achieve desired outcomes
- developing solutions to meet identified service gaps of Ministry contracted services
- tailoring service packages to meet unique individual support needs
- enhancement of the service users autonomy, control and self reliance
- integration of the person into community life, in accordance with each person's needs agreed through the needs assessment and service coordination process.

A3.5 EXCLUSIONS

Flexible service options do not include:

- provision of service that is the responsibility of other funders and agencies such as the DHB, ACC, Child Youth & Family, Education and Work and Income.
- reimbursement of payments for services that require a user charge
- provision of services/supports already purchased through other DSD contractual arrangements such as environmental support, residential care, home based support services or supported independent living, including services which are capacity funded.

A3.6 SERVICE COMPONENTS

The Ministry will advise each NASC of its budget for discretionary funding and each NASC is expected to stay within these budget allocations.

A3.6.1 Discretionary Funding

NASC are required to work with individual and groups of providers in their area to provide information on the unmet need with a view to facilitating new service developments to respond to that need. Particular effort should be made to develop services in keeping with stated Ministry targets and priority areas.

The NASC may have sub-contractors provide goods and services through its discretionary funding budget (in accordance with Ministry policy or frameworks). The NASC remains liable for ensuring that all sub contracts are in place and responsibilities are met including regular review of these contracts and the actual service provision.

NASC must ensure the service provision meets all Ministry requirements.

NASC must have contracting, accounting and payment policies and processes for the utilisation of discretionary funding.

A3.6.2 Quality Requirements

The Ministry's expectations are that any sub-contract set up through a NASC will reflect the same level of quality as outlined in all Ministry contracts.

NASC should ensure that they do not enter into sub-contractual arrangements that expose themselves, and therefore the Ministry, to any unnecessary service quality risks.

A3.6.3 Essential requirements for NASC Entering into Sub- Contracts with Service Providers, utilising Discretionary Funding

Arrangements between the NASC and provider for discretionary funded support (other than providers already directly contracted by the Ministry) will be documented in a written agreement between the two parties.

The NASCs will ensure that agreements with providers clearly specify:

- the services/support to be provided
- the roles and responsibilities of both parties
- price and volume
- the Ministry's access to premises and records
- any specific quality standards
- term of agreement (up to 12 months maximum)
- start date and end date for the provision of the service
- any review dates of the service
- information and reporting requirements
- method of payment
- dispute and termination processes
- the Ministry's right of veto of agreements which do not meet requirements specified in this agreement

A3.6.4 Limitations on sub-contracting arrangements with providers

NASC must not enter into agreements:

- that make payment at a rate which compromises the provision of the specified quality of support i.e. rate must be realistic
- with rest homes or hospitals which do not have a current contract with the Ministry for the provision of residential support services
- with organisations that are business partners of the NASCs (without the express agreement of the Ministry)
- where the proposed service is estimated to cost greater than **\$10,000** per annum without the specific prior agreement of the Ministry. In this instance the NASC needs to work with the Ministry with a view to trying to establish a direct contract between the provider and the Ministry
- with individual providers for provision of discretionary support options i.e. as an employee of the NASC. The NASC must ensure that providers who are individuals are legitimately classified and treated as self-employed (Employment Relations Act 2000)

The Ministry retains the right to veto agreements entered into by the NASC, particularly in the event the requirements specified in this Schedule have not been adhered to.

A3.7 REPORTING

The NASC will provide a narrative report monthly to HealthPAC and DSD Service Manager (via email using Ministry provided template format) detailing:

- types of support provided
- number of contracts with prices.

Written comment should also be provided on:

- how spend relates to service gap/unmet need

A3.8 INVOICING

The NASC is required to submit an invoice to the Ministry on a monthly basis for the actual amount spent on discretionary funding. The NASC is to attach a schedule detailing:

- the names of sub-contracted provider organisations
- amount spent per provider
- number of people on Direct Payments (should be those under grandparented arrangements only)
- amount spent per person by NHI number
- service purchased with discretionary funding
- provider name who conducted the service
- service description

A3.8 SPECIFIC REQUIREMENTS

Any service costing over \$1000 at any one time or that is proposed on an ongoing basis (more than 12 months) must be agreed in writing by the Ministry service manager.

NASC will observe the *Support Needs Assessment and Service Coordination Policy and Procedure Information Reporting Guidelines*, MOH 2002.

A3.9 GUIDELINES

The NASC will observe the following guidelines:

- to ensure NASC understand discretionary options information requirements
- to ensure that discretionary options are used well and aligned with the intent of the Ministry
- to provide support to NASC in their use of discretionary options
- to ensure that NASC are aware of the responsibilities of the Ministry and how they impact on the decisions
- to provide information that enables NASC to use discretionary funding appropriately.

A3.10 NASC Responsibilities

There is a balance between managing responsibilities and creating an environment that enables service co-ordinators to be flexible and innovative in their use of resources. Where a NASC is not sure that a solution is appropriate then they should contact the Ministry for advice.

There are three key responsibilities that the Ministry needs to consider as it carries out its business that are relevant to NASC when considering using discretionary funding.

A3.10.1 The Funding Agreement between the Ministry and Crown

DSD receives funds to purchase disability support services to meet the needs of the eligible population. Other government departments, of course, receive funds to purchase and meet a range of other needs e.g. Education, MSD. A NASC is not expected to purchase solutions that are the responsibility of another funder, although solutions may complement the services of another funder, e.g. after school care.

For most services there needs to be a level of prioritisation, with highest needs being met first. Discretionary funding should not be used to avoid or shortcut processes and criteria for accessing existing disability-contracted services. However if all other options have been exhausted, it may be used to purchase intermediate solutions e.g. while a client waits for a residential support service.

The Ministry is required to assure the quality of services provided. Where the NASC is contracting directly for provision of a service, then the contract should specify quality requirements.

A3.10.2 The DSD Framework

The auditable boundaries separating needs assessment and service coordination purchasing and service provision should be maintained. This means that NASC are not expected to provide services, and therefore must ensure that they do not engage in activities that would usually be carried out by providers i.e the recruitment of suitable carers for individuals. Where the parent company of a NASC is also a service provider, the NASC will need the approval of the Ministry before they can contract with the parent or one of its subsidiaries.

NASC and the Ministry need to be aware of all legislative obligations in relation to use of Discretionary Funding, for example that particular arrangements are not anti competitive or restrict trade practice.

A3.10.3 Process

The NASC is required to:

- determine that all available contracted support options have been explored
- determine that the discretionary funded option(s) is the most appropriate option for the individual
- identify the solution, ensure that it is acceptable to the person and will meet identified goals and outcomes sought
- ensure that the solution will not put the person or carer in any greater risk than other available support options
- ensure that the NASC Manager has signed-off the discretionary funding proposal and sent this onto the Ministry for approval if necessary (i.e where the cost is over \$1000 or is on-going)
- ensure all internal and Ministry requirements relating to the process, delegated authorities and approvals have been followed.

APPENDIX 4 - INDIVIDUALISED FUNDING

Individualised Funding (IF) is a means of enabling some people with disability to manage their own needs assessed budgets and employ their own support staff.

A two year national programme is underway to introduce IF. During 2005-2006 eligibility and suitability for the scheme will be determined through facilitated needs assessment by the NASC in accordance with the eligibility criteria and other regulations operated by the Individualised Funding Agency (IFA) for the scheme. Individual people considered eligible, competent and confident to manage their own budgets will be referred on to the IFA by the NASC. The IFA will then make administrative and other support arrangements necessary to enable budget holders to manage their budgets successfully.

NASC and the IFA will be required to sign a Memorandum of Understanding that clearly describes the scope of their joint and individual responsibilities to each other, the scheme and to the budget holders.

It needs to be noted that initially only those people currently on a form of IF will be assessed for the new programme and this will occur on a region by region basis as the new agency is set up. It will take some time to work through all the current people and the IF agency will liaise with each NASC around timeframes for their area. No new referrals will be accepted until current assessments have been completed.

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Disability Support Services

Printed from: <https://www.disabilitysupport.govt.nz/about-us/contact-us/complaints/make-a-complaint-about-dss>

Printed on: 16 May 2025

Make a complaint about DSS

It is your right to give feedback or to make a complaint about DSS policies or staff members.

What you can complain about

If you have a concern about a DSS staff member or policy, you have the right to submit a complaint to DSS. It is important to us that every complaint submitted is assessed appropriately and transparently.

These are only some examples of what a complaint could be about:

- If you believe you have been unfairly treated by a staff member
- If you have concerns that staff have not appropriately followed a DSS process
- If you believe a DSS process results in inappropriate outcomes.

Making a complaint

You can make a complaint to DSS by:

- emailing details to info@disabilitysupport.govt.nz. You can also request a phone call, or a meeting with a New Zealand Sign Language (NZSL) interpreter by email.
- Posting details to: Disability Support Services, Ministry of Social Development Reply Paid: 262204. PO BOX 1556. Wellington 6140.

You can submit your complaint in English, NZSL or te reo Māori.

What to include in your complaint

For us to respond to your complaint, we need the following information:

- Your contact details.
- What your complaint is about, or who it is about.
- Consent to share information or clarification about what can be shared.

To help us you can also include information on:

- why you have decided to complain
- if your complaint includes other agencies, and if these agencies have also been contacted
- what resolution looks like for you.

The complaints process

This is a summary of the process we will go through once we receive your complaint and to ensure it is handled appropriately and transparently.

1. Receiving the complaint

Once we receive your complaint, we will respond to tell you we have received it within **two to three working days**.

We may also ask you for more information if it is needed.

2. Assessing the complaint

We will begin assessing your complaint once we have the information we need, which should be within **seven working days** of us receiving your complaint or once any further information we require to assess the complaint has been received.

If your complaint is more complicated, it may require more care and time to understand. If this is the case, we will get in touch with you and discuss any delays.

Assessment will be undertaken by a relevant complaint lead in Whaikaha. For example, a manager or a panel of peers.

The complaint lead will:

1. review information, including from internal sources as relevant for your complaint, and
2. assess your complaint and decide on the best course of action.

3. Taking action

There are multiple actions Whaikaha might take. Throughout this process we may:

1. resolve it quickly without a formal process
2. work with you on the complaint. This might involve phone calls or meetings
3. decide the complaint should be investigated further.

If resolving the complaint is expected to take more than 20 working days, we will get in touch at the earliest opportunity and discuss the reasons why we need to take longer.

4. Outcomes and next steps

Once the complaint has been assessed and the next steps decided, we will contact you and tell you how we have addressed the complaint. We will provide information, such as:

1. the outcome(s) of the complaint
2. reasons for any decisions and actions
3. any remaining issues that need to be followed up
4. if applicable, what we are doing to make the situation better
5. information about what else you can do if you are not happy with the outcome. For example, contacting the Ombudsman.

What can I do if I'm not satisfied with the outcome of my complaint?

We will do our best to ensure you are satisfied with the outcome of your complaint investigation.

However, if you are not satisfied with the outcome of your complaint, or you would like to take it further, there are several ways you can have your complaint independently reviewed. You can contact:

The Nationwide Advocacy Service

- Freephone 0800 55 50 50,
- email advocacy@advocacy.org.nz
- or go to their website advocacy.org.nz

The Office of the Ombudsman

- Freephone 0800 80 26 02
- email info@ombudsman.parliament.nz
- or go to their website ombudsman.parliament.nz

The Office of the Health and Disability Commissioner

- Freephone 0800 11 22 33
- email HDC@hdc.org.nz
- or go to their website hdc.org.nz

The Human Rights Commission

- Freephone [0800 49 68 77](tel:0800496877)
- email infoline@hrc.co.nz
- or go to their website tikatangata.org.nz

The Privacy Commission

- Freephone [0800 80 39 09](tel:0800803909)
 - email enquiries@privacy.org.nz
 - or go to their website privacy.org.nz
-

Index of page links

1. info@disabilitysupport.govt.nz - [mailto:info@disability](mailto:info@disabilitysupport.govt.nz)
2. **0800 55 50 50** - <tel:0800555050>
3. advocacy@advocacy.org.nz - <mailto:advocacy@advocacy.org.nz>
4. **advocacy.org.nz external URL external** - <https://advocacy.org.nz/>
5. **0800 80 26 02** - <tel:0800802602>
6. info@ombudsman.parliament.nz - <mailto:info@ombudsman.parliament.nz>
7. **ombudsman.parliament.nz external URL external** - <https://www.ombudsman.parliament.nz/>
8. **0800 11 22 33** - <tel:0800112233>
9. HDC@hdc.org.nz - <mailto:HDC@hdc.org.nz>
10. **hdc.org.nz external URL external** - <https://www.hdc.org.nz/>
11. **0800 49 68 77** - <tel:0800496877>
12. infoline@hrc.co.nz - <mailto:infoline@hrc.co.nz>
13. **tikatangata.org.nz external URL external** - <https://tikatangata.org.nz/>
14. **0800 80 39 09** - <tel:0800803909>
15. enquiries@privacy.org.nz - <mailto:enquiries@privacy.org.nz>
16. **privacy.org.nz external URL external** - <https://privacy.org.nz/>

Disability Support Services

Printed from: <https://www.disabilitysupport.govt.nz/about-us/contact-us/complaints/complaints-about-disability-services>

Printed on: 16 May 2025

Complaints about disability services

Find out how to make a complaint about disability supports and services, and what happens after.

Making a complaint

You have the right to make a complaint if you are unhappy with your disability supports or services.

Another person can support you to make a complaint, or they can make a complaint on your behalf, such as a family member, whānau, friend or disability advocate. You can contact the Health & Disability Advocacy Service for free, independent and confidential advice and support.

Disability providers have processes for managing feedback and complaints. Contact them first. They are there to support you.

If you are not satisfied with the response from the provider, or if you do not want to contact them, you can:

- provide feedback to DSS about providers we fund.
- contact other agencies including the Ombudsman, Health and Disability Commissioner, Human Rights Commissioner and Privacy Commissioner.

What can you complain about?

A complaint is when you are not happy, and you want to tell someone the reason. If you complain to DSS about a service or provider that we do not fund, we are unlikely to be able to help you. But someone will tell you who to contact instead.

Examples of complaints people have made about DSS funded services have included:

- quality of care
- supports are not responsive to te ao Māori

- choice of activities at home
- personal care and hygiene
- food choices
- treatment by a support worker
- physical environment (such as your home).

How to make a complaint to your service provider

Disability providers have processes for managing feedback and complaints. It is often quicker and easier for you to raise issues directly with them.

They are there to support you and may be able to resolve your issue straight away. We recommend making a complaint as soon as you can.

You can have a family member, whānau, friend, or an advocate to support you.

Details of your complaint will only be shared with the people directly involved in managing your complaint.

Your disability service provider must:

- give you written information about how to make a complaint.
- tell you what the complaints process is, for example, who you can go and complain to.
- tell you what is happening with your complaint.
- let you know what else you can do.

How to raise a complaint about a provider with DSS

We want to hear about your experience with your service provider or disability supports. By making a complaint, you help us to understand what is not going well for you and where there are opportunities to make improvements.

To make a complaint about a disability support or service, please download and fill in the following form:

- [Complaint Form for disability support and services \(DOCX 98 KB\)](#).

If you have positive or general feedback, suggestions, ideas or concerns that you don't think fit under the category of complaints, please go to the [Feedback page of this website](#).

You can send us your completed form:

- by email: quality@msd.govt.nz

- by free post to: Complaints about Disability Support Services – Ministry of Social Development, Reply Paid: 262204 PO BOX 1556 Wellington 6140

If you prefer to talk to someone or are unable to fill out the form, that is OK, please contact us by:

- calling 0800 566 601 (Monday to Friday 8:30am to 5pm)
- email us at quality@msd.govt.nz

All complaints will be taken seriously. If you complain to DSS about a service or provider that we do not fund, we are unlikely to be able to help you. But someone will tell you who to contact instead.

Get support with making a complaint

You can ask an advocate, friend, support worker, family member or whānau to help you make a complaint.

There are services available that can support you:

New Zealand Relay Service: You can contact the New Zealand Relay Service for help making a complaint. Relay services are for people who are Deaf, hearing impaired, Deafblind, and for those with speech impairments who want to communicate with friends, family or organisations. You can phone them on 0800 771 771.

Nationwide Health and Disability Advocacy Service: If you need support with making a complaint, you can contact the Nationwide Health and Disability Advocacy Service, a free independent service that offers advice and support related to the complaints process. You can contact them by phone on 0800 555 050 or email at advocacy@advocacy.org.nz.

What to expect when you make a complaint

If you make a complaint, you can expect that:

- there will be someone you can talk with about your concerns using your preferred method of communication (in English, in Te Reo Māori, in NZSL, in another language, or in writing. Please let us know your preference.)
- your concerns will be taken seriously
- you will be treated with respect
- your privacy and confidentiality will be respected
- your concerns will be resolved as quickly as possible
- you will know the outcome of your complaint

- if you make a complaint, it will not negatively affect the care you receive.

What happens after you make a complaint to DSS

The information you give us is confidential. It will only be shared with the people directly involved in managing your complaint. You will be asked to give us your consent about what information you are happy for us to share. If you do not feel comfortable, you do not have to tell us your name.

If you make a complaint to DSS, we will aim to contact you as soon as possible.

We may need to talk to other people about your complaint. This may include talking to other people involved. We will need your consent to do this. Depending on the nature of your complaint, we will let you know next steps via email. If you would prefer to be contacted another way, for example by phone, or/and in a language other than English, please let us know when you make the complaint.

We will let you know the outcome of your complaint and the reasons for our decisions. We aim to resolve complaints within 20 working days.

More complex complaints may take longer than 20 days to assess and resolve. We will let you know if this is the case and provide you with regular updates.

For a detailed description of what DSS does when managing a complaint about the quality of disability supports see [Quality and Safeguarding](#).

What to do if you are not satisfied with the outcome

If you are still not satisfied with the outcome of your complaint, you can contact:

The Nationwide Advocacy Service

Freephone [0800 55 50 50](tel:0800555050),

email advocacy@advocacy.org.nz

or go to their website advocacy.org.nz

The Office of the Ombudsman

Freephone [0800 80 26 02](tel:0800802602)

email info@ombudsman.parliament.nz

or go to their website ombudsman.parliament.nz

The Office of the Health and Disability Commissioner

Freephone [0800 11 22 33](tel:0800112233)

email HDC@hdc.org.nz

or go to their website hdc.org.nz

The Human Rights Commission

Freephone [0800 49 68 77](tel:0800496877)

email infoline@hrc.co.nz

or go to their website tikatangata.org.nz

The Privacy Commission

Freephone [0800 80 39 09](tel:0800803909)

email enquiries@privacy.org.nz

or go to their website privacy.org.nz

Make a complaint about DSS policies or staff members

It is your right to give feedback or to make a complaint about DSS policies or staff members. To make a complaint about the Ministry of Social Development Disability Support Services policies or our staff, please visit our [make a complaint about DSS page](#).

Index of page links

1. **Health & Disability Advocacy Service external** - <https://advocacy.org.nz/>
2. **Complaint Form for disability support and services (DOCX 98 KB)** - <https://www.disabilitysupport.govt.nz/assets/Whaikaha-Complaints-Form1.docx>
3. **Feedback page of this website** - <https://www.disabilitysupport.govt.nz/about-us/contact-us/complaints/providing-feedback-about-disability-services>
4. **quality@msd.govt.nz** - <mailto:quality@msd.govt.nz>
5. **0800 566 601** - <tel:0800566601>
6. **quality@msd.govt.nz** - <mailto:quality@msd.govt.nz>
7. **New Zealand Relay Service external** - <https://www.nzrelay.co.nz/index>
8. **0800 771 771.** - <tel:08002077120771>
9. **Nationwide Health and Disability Advocacy Service external** - <https://advocacy.org.nz/>

10. **0800 555 050** - tel:0800%20555%20050
11. **advocacy@advocacy.org.nz** - mailto:advocacy@advocacy.org.nz
12. **Quality and Safeguarding external** - <https://www.whaikaha.govt.nz/support-and-services/quality-and-safeguarding>
13. **0800 55 50 50** - tel:0800555050
14. **advocacy@advocacy.org.nz** - mailto:advocacy@advocacy.org.nz
15. **advocacy.org.nz external** - <https://advocacy.org.nz/>
16. **0800 80 26 02** - tel:0800802602
17. **info@ombudsman.parliament.nz** - mailto:info@ombudsman.parliament.nz
18. **ombudsman.parliament.nz external** - <https://www.ombudsman.parliament.nz/>
19. **0800 11 22 33** - tel:0800112233
20. **HDC@hdc.org.nz** - mailto:HDC@hdc.org.nz
21. **hdc.org.nz external** - <https://www.hdc.org.nz/>
22. **0800 49 68 77** - tel:0800496877
23. **infoline@hrc.co.nz** - mailto:infoline@hrc.co.nz
24. **tikatangata.org.nz external** - <https://tikatangata.org.nz/>
25. **0800 80 39 09** - tel:0800803909
26. **enquiries@privacy.org.nz** - mailto:enquiries@privacy.org.nz
27. **privacy.org.nz external** - <https://privacy.org.nz/>
28. **make a complaint about DSS page** - <https://www.disabilitysupport.govt.nz/about-us/contact-us/complaints/make-a-complaint-about-dss>

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Greetings / Tena Koe

Please find enclosed the LifeLinks Information Pack which includes the following information sheets for your reference:

- Overview of LifeLinks outcome planning and coordination service
- Purpose and process of LifeLinks outcome planning and coordination service
- Your rights and responsibilities when receiving a health or disability service
- Consent for the collection and release of information
- Privacy Act 2020 and Health Information Privacy Code
- Complaints process flow chart
- Advocacy and the Health and Disability Commission's Advocacy Service pamphlet
- Client Opinion Survey Questionnaire

If you require any further information about the LifeLinks outcome planning and coordination service, please do not hesitate to contact us toll-free on 0800 866 877 or at community@lifelinks.co.nz.

I hope you find the information in this Information Pack helpful and we look forward to being of service to you.

Yours sincerely

Craig Hutchison
Managing Director
LifeLinks

Overview of Outcome Planning and Coordination Service He tirohangawhanui ō Nga Oranga Mekemeka

Whaikaha-Ministry of Disabled People has established a process to deliver community based supports for people with disabilities.

LifeLinks is contracted to provide an outcome planning and coordination service for people with intellectual, physical, neurological and/or sensory disabilities and aged between 0-65 years.

You are eligible for our service, if you have a physical, intellectual, neurological or sensory disability, and are between 0-65 years of age. The disability must:

- Be likely to continue for at least 6 months;
- Limit your ability to function independently, to the extent that ongoing support is required.

We accept self-referrals from any person or organisation. Talk to your doctor or health professional, or contact us and we can send a referral form.

The coverage area for our outcome planning and coordination service is Canterbury, from the Clarence River in the north to the Waitaki River in the south, and the West Coast.

We have asked an Outcome Planner to contact you directly to arrange a suitable time, date and place for a meeting to develop your Outcome Plan. You are welcome to invite support people to this meeting if you wish. If English is your second language or you are deaf we will arrange a professional interpreter to also be present at the meeting.

If you wish to have cultural support at the meeting we can arrange this for you.

Our service is a client/tangata whaiora and family/whānau centred and directed process.

It proceeds at your pace; within your timeframe; and in the place of your choice. At the end of the outcome planning meeting, a report is prepared that includes a list of prioritised outcomes that you have identified.

Once you agree to the content of the report and the identified prioritised outcomes, our LifeLinks staff member will provide you with information on services that may support you to achieve your desired outcomes. You will be offered choices of providers where possible and the LifeLinks staff member will make referrals as required.

Purpose and Process of Outcome Planning and Coordination

Nga Tikanga me nga Whakarereketanga ote Whainga Aromatawai

PURPOSE/TIKANGA

The purpose of the outcome planning and coordination process is to facilitate a process whereby our LifeLinks staff work with you to identify your goals and outcomes in order to determine what supports you may need either to enhance or maintain your level of independence within your community. When putting together a support package, LifeLinks staff will consider whether community supports and/or funded supports are appropriate; the level of funded support that can be accessed; and, the ways in which such support might contribute to meeting your identified goals and outcomes.

PROCESS/RAUPAPA MAHI

Planning

The process of outcome planning involves us visiting you to work together to identify your strengths and abilities; what you would like to be doing; and, any support that you may need because of your disability to achieve your identified goals. This is all written down and is called the Outcome Plan. This Outcome Plan belongs to you. On completion it will include a prioritised list of your, and/or your family/whanau member's, goals or desired outcomes.

Coordination

The coordination process begins after you have signed the Outcome Plan. This process involves writing a support plan which says what should happen to maintain or enhance a more independent/ordinary life for you.

We will work with you to access particular services that will assist you in your day-to-day life, and that of your family/whanau. It is our job to know about many different services that can help people with disabilities. We will then connect you with the services of your choice, and also later, check in with you to see if the services are okay.

If we cannot find a service that best fits your particular circumstances, it means that there is a "gap" in services. Records of these "gaps" are kept and used to help Whaikaha-Ministry of Disabled People better plan for the services that people with disabilities require.

Your Rights when Receiving a Health Or Disability Service
Tou nei tikanga I Te Wa I Whiwhi Ai Tou nei Hauora / Haua Ratonga

1. Respect

You should always be treated with respect. This includes being listened to and respected for your culture, values, ideas and beliefs, as well as your right to personal privacy.

2. Fair Treatment

No one should discriminate against you, pressure you into something you do not want or take advantage of you in any way.

3. Dignity and Independence

You should be treated in a way that values you as a person and services should support you to live a dignified, independent life.

4. Proper Standards

You have the right to be treated with care and skill, and to receive services that are right for your circumstances. All those involved in supporting you should work together for you.

5. Communication

You have the right to be listened to and understood, ask questions, and receive information in whatever way you require. When it is required, and practicable, an interpreter should be available.

6. Information

You have the right to know what is happening to you and be told what your choices are. This includes how long you may have to wait, an estimate of any costs, and likely benefits and side effects. You can ask any questions to help you be fully informed.

7. It's Your Decision

It is up to you to decide. You can say no or change your mind at any time.

8. Support

You have the right to have someone with you to give you support in most circumstances.

9. Teaching and Research

All these rights also apply when taking part in teaching and research.

10. Complaints

It is OK to complain and it is your right to have your concerns heard. Your complaints help improve service. It must be easy for you to make a complaint, and it should not have an adverse effect on the way you are treated.

A full copy of the Code of Rights is available from the Health and Disability Commission.

The Health and Disability Commissioner can be reached on a National Free Phone/TTY (0800 11 22 33) or by Email (hdc@hdc.org.nz); or, Auckland (09) 373 1060; or, Wellington (04) 494 7901

Your Responsibilities **Toū nei Mana Whakahaere**

It is your responsibility to let us know as soon as possible if you are unable to keep an appointment.

You can do this by phoning us toll free on 0800 866 877.

We will then reschedule your appointment time.

It is your responsibility to provide true and accurate information to our LifeLinks member of staff.

Giving correct information means we will be able to provide you with the best service and the most appropriate assistance.

Any information you do give us will be treated confidentially.

It is your responsibility to tell your LifeLinks member of staff of any changes in your circumstances that affects the supports provided that contribute to achieving your goals.

This could include things like, moving from where you were living; a change in your support needs; or, you may have some new goals.

Changes should be recorded because your Outcome Plan will only be useful if it is kept up to date and reflects your current circumstances.

Consent for the Collection, Use, Storage and Release of Personal Information pursuant to the Privacy Act 2020

Whakaae hoki te kohinga me te tuku o te mōhiotio

Name:

NHI:

Address:

DOB:

I understand that LifeLinks New Zealand Limited at 94 Disraeli Street, Sydenham, Christchurch, collects my personal information (any information that can identify me, for example, my contact details, health information, and care arrangements) for the purpose of facilitating my outcome planning and outcome coordination service in accordance with the Privacy Act 2020 (**Act**).

I understand that in accordance with the Act:

- My personal information will only be collected, used and held by LifeLinks for the purpose of undertaking my outcome planning and coordination, and for any other purpose directly related to my outcome planning and coordination.
- LifeLinks will ensure that my personal information is protected, by such security safeguards as are reasonable in the circumstances to take, against loss, access, modification or disclosures that is not authorised by it and other misuse. LifeLinks uses trusted third-party providers to store and process data and ensure that the company's cloud-based platforms meet New Zealand's privacy regulations.
- Subject to certain grounds for refusal set under the Act, I have the right to access and/or ask for the correction of any information that LifeLinks holds about me.
- When requesting the correction of my personal information, or at any later time, I am entitled to provide LifeLinks with a statement of the correction to the information that I seek.
- LifeLinks may, on request or on its own initiative, take such steps (if any) that are reasonable in the circumstances to ensure that, having regard to the purposes for which the information may lawfully be used, the information is up to date, complete and not misleading.
- If LifeLinks does not make the correction sought, I am entitled to request that LifeLinks attaches my statement of correction to the personal information that I requested the correction of.
- LifeLinks will act in accordance with the Act in respect of my personal information.

I acknowledge that:

- I have been made aware of my rights under the Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996;
- The collection of my personal information by LifeLinks in its capacity as a needs assessment service co-ordinator (NASC) service is authorised by Whaikaha's policies in respect of NASCs and outcoming planning and coordination services;
- I have been made aware of LifeLinks' privacy complaints procedure (more information regarding this below); and

- If I do not consent to the collection of my personal information, LifeLinks may be unable to facilitate an outcome planning and coordination service that best meets my circumstances.

Further information:

To access the Privacy Act [Privacy Act 2020 No 31 \(as at 01 July 2022\)](#), [Public Act Contents – New Zealand Legislation](#)

To access the Health Information Privacy Code [Office of the Privacy Commissioner | Health Information Privacy Code 2020](#)

The Privacy Act has 13 information privacy principles that govern how LifeLinks should collect, handle, and use personal information. You can learn more about the principles here: <https://www.privacy.org.nz/privacy-act-2020/privacy-principles/>

Concerns or Questions:

If you have any questions about what information will be collected for what purpose or the way in which it will be used, please discuss the matter with your LifeLinks staff member.

If you have any concerns about the way in which LifeLinks has handled your personal information, you should discuss the matter with the LifeLinks Privacy Officer (Managing Director hutchisonc@lifelinks.co.nz) and/or management.

If you still have concerns, you have the right to lodge a complaint with the Office of the Privacy Commissioner <https://privacy.org.nz/your-rights/making-a-complaint/>

Declaration:

I understand and consent to LifeLinks collecting, using, storing, and sharing my personal information in accordance with this consent form and the Privacy Act 2020.

Signature:

Date:

Or I declare that I have the authority to act on behalf of the named person in respect of their personal information and consent on their behalf to the matters set out in the Declaration above.

Representative's Name:

Representative's Signature:

Date:

Legal Relationship:

Documentation Attached: ☐ Yes

☐ No (please state reason)

Privacy Act 2020
Ture Motuhake

Health Information Privacy Code 2020
Hauora Panuitanga mō Te Ture Tahimano Iwā Raiwa Tekau Ma Toru

You have a right to know about some important parts of the Privacy Act and the Health Information Privacy Code. These parts include:

- Information is required to be collected in order to ascertain appropriate services.
- You must know beforehand, and give your written consent, for information to be collected.
- Your information must be kept securely.
- It is your right to have access to, and, if necessary, correct any information collected by LifeLinks.
- LifeLinks must only use the information for the purposes for which our company collected it.

If you have any concerns about the way in which your personal information has been handled, you can discuss the matter with any or all of the following people:

LifeLinks Privacy Officer

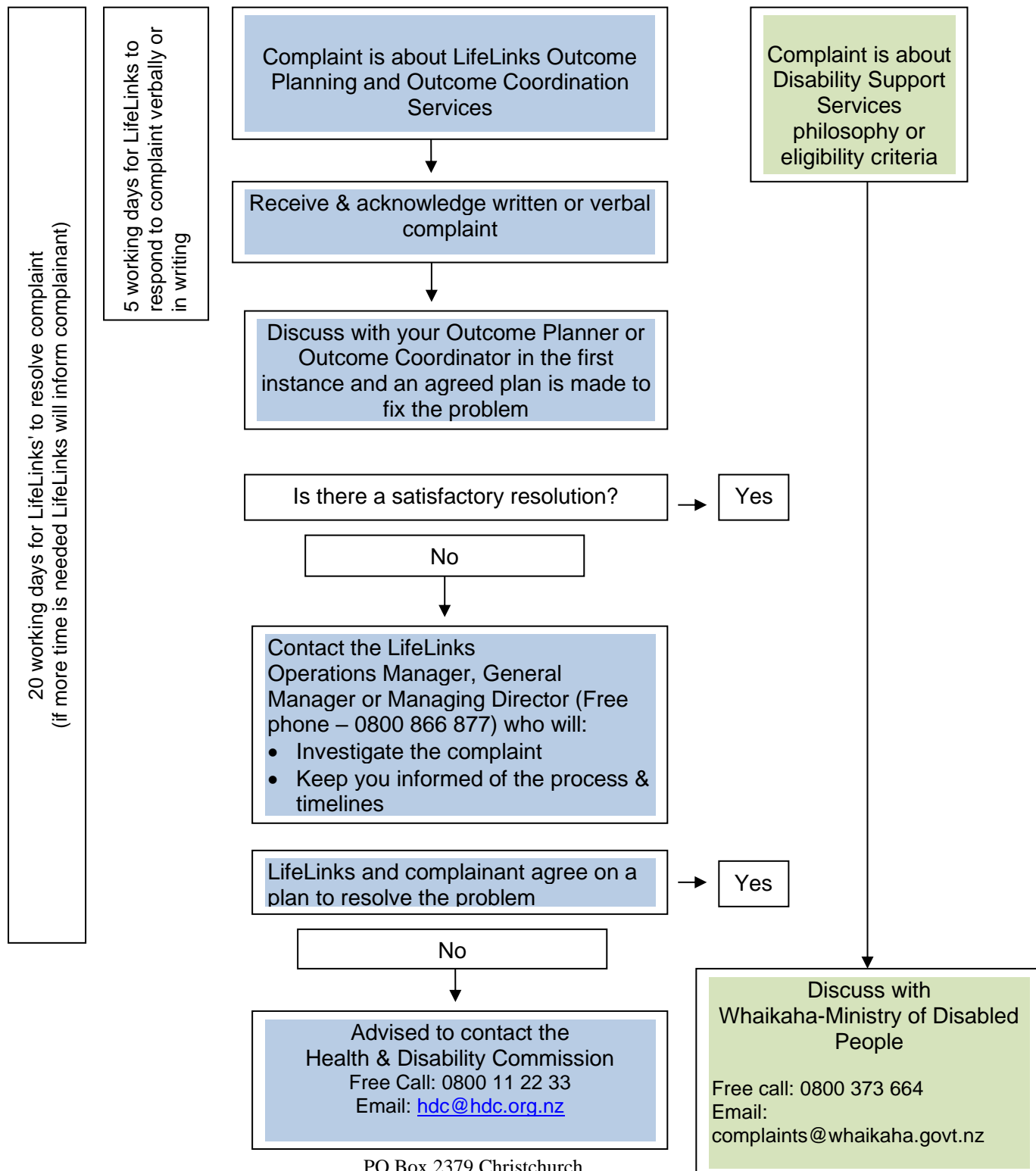
Toll Free: 0800 866 877
Christchurch Phone: (03) 365 9593
Christchurch Facsimile: (03) 365 5244

The Privacy Commissioner

Toll Free: 0800 803 909
Telephone: 04 474 7590
Facsimile: 04 474 7595
Email: enquiries@privacy.org.nz

COMPLAINTS PROCEDURE FLOW CHART AMUAMU WHAKAREREKETANGA MAHERE RIPO

What happens when you raise a complaint with LifeLinks?



ADVOCACY Kaitaunaki

Advocacy is available to you and your family/whānau should you wish to be supported and/or helped to represent your views during the delivery of LifeLinks services.

This support, advocacy or advice might be offered by members of your family/whānau and friends or by specially trained people working for one of many specialist support groups and services.

For example, you are welcome to contact one of the following:

- A Health and Disability Advocate
- A consumer advisor
- A local support group, such as a peer support group

The following table includes the contact details for the Health and Disability Advocacy Service that you may wish to access should you decide that you would like to be represented or supported during your engagement with LifeLinks. A more comprehensive list of consumer and advocacy groups and their contact details can also be found on the Office of Disability Issues website: www.odi.govt.nz/about-us/organisations.html

Advocacy Service	Contact Details	Additional Information
Health and Disability Advocacy Service	Freephone: 0800 555 050 Free Fax: 0800 2787 7678 Email: advocacy@hdc.org.nz Website: www.hdc.org.nz	Refugee and Migrant Advocates This service also includes specialist refugee/migrant advocates one of whom is based in Christchurch and is the contact for the South Island.
For Māori clients and those from Pacific communities, information about culturally-appropriate advocacy and support services can be accessed by contacting the Health and Disability Advocate - Freephone: 0800 555 050		

You are also welcome to seek support at any stage during service delivery from our company's kaumatua who can be contacted on: Free phone, 0800 866 877

Client Opinion Survey Questionnaire
Ou Whakaaro

1. Did the LifeLinks staff member explain their role so you were clear about what they could do for you? Please tick one box.

☐

Yes

☐

No

Comment:

2. Were we clear in all our communications with you? Please tick one box.

☐

Yes

☐

No

Comment on ways we could improve our communications:

3. Did you feel your point of view was listened to by LifeLinks' staff? Please tick one box.

☐

Yes

☐

No

Comment:

4. Has the service you received from LifeLinks met your expectations? Please tick one box.

☐

Yes

☐

No

Comment on what we could do better to meet your expectations:

5. Is there any way that LifeLinks can improve our service? Please tick one box.

☐

Yes

☐

No

If yes, please comment: _____

6. Overall, how satisfied are you with the service you received from LifeLinks? Please tick one box.

Very satisfied Satisfied Unsure Unsatisfied Very Unsatisfied

☐
☐
☐
☐
☐

Comments: _____

7. 'As a result of receiving the LifeLinks' service I deal more effectively with daily life.'

Reflecting on this statement, please tick the box that best reflects your experience.

Strongly Disagree Disagree Unsure Agree Strongly Agree

☐
☐
☐
☐
☐

Comments: _____

Thank you for taking the time to complete this questionnaire

If you are completing this client opinion survey questionnaire on behalf of our company's client/tangata whaiora, could you please identify your relationship to the client/tangata whaiora.

Relationship to LifeLinks client/tangata whaiora: _____

When you have completed the questionnaire, please return it in the reply paid envelope or by email or if you are completing the questionnaire on-line then press the "submit" button.

All personal information and /or identifying information received via the client opinion survey questionnaire will be kept strictly confidential and securely stored.

If you wish to discuss the questionnaire or any other issues, do not hesitate to contact us toll-free on 0800 866 877 or at community@lifelinks.co.nz .

Optional:

You do not have to include your name on this questionnaire.

However, if you would be willing for our LifeLinks Community Liaison staff member to contact you to discuss in more detail the points you have made, it would be helpful if you included your name and contact number.

Your name: _____

Your telephone / mobile number: _____



[Map](#) » [Social housing](#) » [Income Related Rent](#) » [Calculation of Income Related Rent](#) » Calculating rate using Jobseeker Support rate

<https://www.workandincome.govt.nz/map/social-housing/income-related-rent/calculating-rate-using-jobseeker-support-rate-01.html>

Printed: 16/5/2025

Calculating rate using Jobseeker Support rate

Generally, the rate calculated using the applicable Jobseeker Support rate will be higher than the rate calculated using the household income when an applicable person is:

- not receiving any income **or**
- receiving income equal to or less than the applicable rate of Jobseeker Support

This calculation produces the minimum calculated rate of Income Related Rent.

Calculation formula

The rate of Income Related Rent calculated using Jobseeker Support is:

- 25% of the net amount of the applicable rate of Jobseeker Support for the household type, **plus**
- a portion of the applicable person's family tax credit entitlement but not including any Best Start tax credits

Note the rate of Income Related Rent calculated is rounded down to the nearest dollar.

Tenants aged under 20 years

For clients aged under 20 years, you should use the Jobseeker Support 'single 20 - 24 years' rate.

For more information see:

- [Assessable income](#)
- [Household types and income threshold](#)
- [Rent rate charged is different from calculated rate](#)
- [Examples of calculating the rate of Income Related Rent](#)

Legislation

- Calculating income-related rents by reference to benefit type [section 107\(1\)\(b\)](#) Public and Community Housing Management Act 1992
 - [Public and Community Housing Management \(Prescribed Elements of Calculation Mechanism\) Regulations 2018](#)
-



[Map](#) » [Social housing](#) » [Income Related Rent](#) » Calculation of Income Related Rent

<https://www.workandincome.govt.nz/map/social-housing/income-related-rent/calculation-of-income-related-rent.html>

Printed: 16/5/2025

Calculation of Income Related Rent

The rate of Income Related Rent is calculated using either:

- the applicable rate of Jobseeker Support **or**
- the household income

whichever is the higher.

The rate of Income Related Rent needs to be calculated using both methods and then the higher rate selected.

For more information see:

- [Calculating rate using Jobseeker Support rate](#)
 - [Calculating rate using household income](#)
 - [Rent rate charged is different from calculated rate](#)
 - [Examples of calculating the rate of Income Related Rent](#)
-



[Map](#) » [Social housing](#) » [Income Related Rent](#) » Assessable income

<https://www.workandincome.govt.nz/map/social-housing/income-related-rent/assessable-income.html>

Printed: 16/5/2025

Assessable income

Assessable income is the income used in the calculation of the rate of Income Related Rent.

The assessable income is the estimate of a client's net weekly income (ie after tax) from all sources, and after the deduction of any Accident Compensation Corporation (ACC) premiums or levies.

Assessable income includes:

- assessable income of [applicable people](#), including income from assessable assets
- a portion of any income from boarders' board payments **and**
- a portion of the family tax credit, if the applicable people are entitled to receive it

Note:

- Best Start tax credit and in-work tax credit are not included as assessable income
- from 1 July 2023, most types of Child Support are included as assessable income. For more information see: [Child Support included as assessable income from 1 July 2023](#)

Combined income sources

The total amount of assessable income of **all** [applicable people](#) is included in determining the assessable income.

For more information see:

- [Estimating and adjusting net weekly income](#)
- [Types of income](#)
- [Table of types of income](#)
- [Other sources of income](#)
- [Income from assets](#)

Legislation

- Calculating income-related rents [section 107](#) Public and Community Housing Management Act 1992
- Assessable income [section 108](#) Public and Community Housing Management Act 1992
- Assessable assets [section 111](#) Public and Community Housing Management Act 1992
- Estimating weekly income [section 113](#) Public and Community Housing Management Act 1992

- Certain amounts included in weekly income section 109 Public and Community Housing Management Act 1992
 - Calculation mechanism may include amounts in or exclude amounts from weekly income section 110 Public and Community Housing Management Act 1992
 - Public and Community Housing Management (Prescribed Elements of Calculation Mechanism) Regulations 2018
-