Summary of Comments on Panel Agreement and DSS Response

Clause	Summary of comment	DSS response
1 Introduction	The Panel Agreement should clearly specify that the Services will be provided on a continual basis (i.e., 365 days a year).	**Clause amended**: Clause amended to specify that services must be available to be provided every day in each year.
4 Effect of Panel arrangements	The non-exclusive arrangement (the fact the Purchasing Agency can enter into arrangements outside of the Panel) disadvantages Providers on the Panel. The Purchasing Agency's right to appoint new service providers should be limited to clause 4.2, or the Agreement should specify limits as to when the Purchasing Agency can contract on different terms.	**Noted, but no change**: The intention is that DSS will purchase Residential Services on the Terms and Conditions. However, given the Term of the Panel Agreement, it is possible that, in some limited circumstances, DSS may need to purchase Residential Services on terms that are different from those in the Panel Agreement – for example where there are no providers in an area offering services required.
	The appointment criteria for Providers to the Panel in the future should be the same (or substantially the same) as those set out in the Request for Application.	**No change:** The focus for DSS on the initial Request for Application was consistency of service provision nationally. However, in the future DSS may need to use different appointment criteria to address service needs that it has identified, such as if engaging providers for a different service, or if standards change over time.
5 Term	The Panel Agreement should provide for periodic reviews, where the parties come together to discuss any changes required to the Agreement terms.	**Noted, but no change:** DSS intends to annually review the prices in the Funding Schedule of this Panel Agreement. DSS also intends to periodically review the Terms and Conditions of the Panel Agreement to ensure that they continue to be fit for purpose.

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6 Right of Renewal	The Panel Agreement should include a pricing review mechanism if the Purchasing Agency exercises its right of renewal. The Agreement should also specify that, if the parties are unable to agree on new pricing, either party may terminate the Agreement on 1 months' notice.	**Noted, but no change:** DSS intends to undertake pricing reviews annually and may change the rates in the Funding Schedule at its discretion. If DSS exercises its right of renewal, and the Provider no longer wishes to provide the Services, the Provider may terminate the Panel Agreement by giving DSS 6 months' written notice.
Various clauses (such as clause 7.1)	The views of family/whānau/advocates are not always aligned with the will and preference of the Disabled Person.	**Clauses amended:** Relevant clauses have been amended.
8 Referral into the Services	It can take a Provider longer than 10 days to determine whether to accept a referral.	**Clause amended:** The timeframe is appropriate. However, the clause now specifies that, if the Provider requires a longer period in a particular situation, the Provider can ask for a longer period, which the parties can agree to.
	The preference and choice of the Disabled Person should be considered by the Provider.	**Noted, but no change:** DSS recognises that the preference and choice of the Disabled Person must be a priority in any decisions. The preference and choice of the Disabled Person will be considered by the Authorised Support Coordination Agency when considering and making referrals to Providers. The Panel Agreement captures the Enabling Good Lives principles in paragraph 9 under Delivery of the Services.
	This clause should not be limited to prospective residents, and it should clearly specify that a Provider can decline to accept any referral at its sole discretion without providing a reason.	**No change:** The wording in this clause is appropriate. Clause 8.1 applies to current and prospective residents (current residents have been referred to the Provider by a NASC or EGL Site, and the Provider accepted that referral).

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	The Panel Agreement should specify that the Provider must accept each Referral.	**Noted, but no change:** At this stage DSS considers that it would be difficult to impose such a requirement. However, DSS will consider whether such a requirement is appropriate in the future.
9 Delivery of the Services	All relevant laws and required accreditations, licences, certificates and registrations should be specified.	**No change:** Providers are required to comply with the law, including in relation to any required accreditations, licences, certificates, and registrations. This is reflected in the Terms and Conditions. Key requirements (eg, the Health and Disability Services (Safety) Act and Ngā Paerewa Health and Disability Services Standards are referred to in the Panel Agreement. This approach is appropriate given the Term of the Panel Agreement, and the fact that laws are likely to change during the Term.
9 Delivery of the Services	It is difficult to align with UNCRPD and EGL principles. It is also difficult to ensure that Disabled People are safeguarded from Abuse and Neglect.	**No change**: The requirement is that the Provider must provide services in a manner that is "aligned" with UNCRPD and EGL principles. This is to recognise the fact that it may be difficult to assess "compliance" with UNCRPD and EGL principles. Clause 9.1(e) is drafted to require the Provider to provide services "in a manner" that safeguards each Disabled Person…". DSS considers that this requirement is appropriate.
	The Panel Agreement does not recognise lawful reasons for forced exit.	**Noted, but no change:** This clause refers to the Service Specification, which in turn references the Exit Policy. The Exit Policy is in the process of being finalised, and will be made available on the DSS website. The new policy recognises that health and safety risks, where unmanageable, can require a Provider to exit a person from the Service. This clause reflects that providers must comply with the law and standards of care being contracted.

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9.2 Modern Slavery	This clause is unreasonable and impractical, and does not contribute to the outcomes of Disabled People.	**No change**: DSS is only requesting that the Provider takes reasonable steps to identify, assess and address risks of modern slavery practices. An example could be having policies in place to ensure vulnerable workers receive at least the minimum wage. At this stage, DSS will not require reporting on the steps that a Provider is taking to address and assess those risks.
	This is a fantastic clause.	**No change**: Thank you.
9.5 Personnel qualifications and training	The Purchasing Agency should develop targeted, specialised training programmes to ensure staff are equipped with the skills necessary to deliver high-quality, person-centred support. It is unclear how the quality of the training will be assessed.	**No change:** The Provider must ensure that its personnel have the necessary and appropriate training and resources to safely and respectfully deliver the Services.
10.1 Required policies and procedures relating to safeguarding	The Ministry of Health's Prevention and Management of Abuse Guidance should not be referred to as it is an outdated and ineffective framework.	**Clause amended:** The 2016 Ministry of Health guidance is currently the most applicable guidance. However, DSS has made a small amendment to reflect the fact that the guidance may be updated in the future.
	This clause does not have regard to other legal obligations (including health and safety obligations and obligations under compulsory care orders) and may be unworkable at a practical level. The Agreement should be amended to enable the use of seclusion and restraint when permitted by, and in accordance with, applicable legislation and standards, and in relation to safeguarding, the Provider should only be to take "all reasonable steps" to safeguard each Disabled Person.	**Clause amended:** DSS has carefully considered the safeguarding clauses and considers that these clauses are appropriate. However, the clause has been amended to provide a very limited exception that may be applicable if a Provider is legally permitted to use seclusion under the Intellectual Disability (Compulsory Care and Rehabilitation) Act 2003.

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10.9 Working with External Safeguarding Services	Some External Safeguarding Services are not available.	**Clause amended:** The clause is amended so that the obligation on the Provider is to inform each Disabled Person of their right to have access to available External Safeguarding Services.
11 Incident Management	The Purchasing Agency should specify critical management procedures that Providers are required to comply with, to ensure robust and safe service delivery.	**No change:** It is the responsibility of the Provider to develop policies and processes that reflect their organisation.
12 Quality and continuous improvement	The Purchasing Agency should provide and maintain a centralised quality and continuous improvement system.	**No change:** DSS acknowledges the importance of an effective quality management system. If DSS considers that a Provider does not have a sufficient quality management system, it can require the Provider to make changes through the performance framework. However, it is the responsibility of the Provider to develop a quality improvement system that meets the requirements of the Panel Agreement.
13 Funding for Services	There should be a periodic price review mechanism. The Agreement should also specify that, if the parties are unable to agree new pricing, either party may terminate the Agreement on 1 months' notice.	**No change:** As noted above, DSS intends to review the prices in the Funding Schedule annually. If a Provider considers that it is no longer economical to provide the Services, they can terminate the Panel Agreement by giving 6 months' notice. Any change that impacts on Disabled People in the providers care will require time to suitably arrange alternate care.

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14 Extraordinary costs	The process for determining extraordinary costs is unclear. It is important to ensure that any process for determining and applying for Extraordinary Costs is fair to prevent inequalities and systematic failures. It is not appropriate for the Purchasing Agency to impose conditions on a Provider by notice (rather than by agreement).	**Clause amended:** DSS does not expect that it will pay Extraordinary Costs very often. However, this clause gives DSS flexibility to pay Providers extraordinary costs in the rare circumstances that such costs arise. DSS may publish guidance on what may be extraordinary costs. A small change has been made to clarify that: • the Terms and Conditions apply to extraordinary costs; and • if the Provider does not wish to accept funding notified by the Purchasing Agency for extraordinary costs, then the Provider must notify the Purchasing Agency before the specified payment date. •
15 Payment during temporary absences	Payment during temporary absences should be more flexible.	**Clause amended:** DSS acknowledges that it is important for Disabled People to trial different living arrangements. Therefore, a new clause has been included that specifies that DSS will continue to pay the Provider in particular circumstances to enable a Disabled Person to trial new living arrangements. The period in which DSS will pay a Provider in full if a Disabled Person is on holiday has also been increased from 28 days to 42 days in any financial year provided specified conditions are met.

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17 Payment following death	The funded period following a death should be increased to a least 14 days (rather than 5 days) to reflect the actual time needed for property clearance, family engagement, and cultural practices.	**Clause amended:** Clause amended to 10 days.
18.1 Invoices and Payments for Services	Update this clause to reflect that residential services use a BCTI process.	**Clause amended:** Change made to better reflect that there will be different invoicing arrangements.
	Under this clause the Purchasing Agency is not required to pay a resubmitted invoice if that resubmitted invoice was later than 6 months after the date the Services were provided. This may disadvantage a Provider if there are systematic issues within the Purchasing Agency that has delayed resolving an invoice issue.	**Clause amended:** This clause is amended to clarify that, in relation to resubmitted invoices, the Purchasing Agency is not required to pay a resubmitted invoice if it receives that resubmitted invoice 6 months after a request for it to be resubmitted has been made. DSS is in the process of moving into a new online contract management system and is implementing a new finance and payment system through Health New Zealand and Sector Operations. These new initiatives will support increased efficiencies and streamlined approaches that will enable faster creation of new contracts or variations that are then administered electronically for sign off and offering.
19 Income Support Benefit	The process and calculation of the income support benefit (RSS) in relation to the banded rate is unclear. The Provider has no power to compel a Disabled Person to pay their RSS to the Provider.	**Noted, but no change:** When a Disabled Person goes into residential care, they and their Provider are required to apply for the Residential Support Subsidy (RSS). If the Disabled Person is eligible for a benefit (usually the Supported Living Payment or National Superannuation) then

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		this becomes an RSS payment. It is either made to the Disabled Person, with the expectation that they retain their Personal Allowance and the rest is passed onto the Provider, or alternatively, the RSS payment can be paid to the Provider who passes on the allowance. The amount of the RSS payment is deducted from the amount that DSS pays to the Provider. For example, if the Banded Rate is $250 and the Disabled Person has contributed (or is eligible to contribute) $40 then DSS will pay the Provider $210.
20 Overpayment	An amount overpaid is only repayable if it is undisputed and agreed.	**No change:** Requiring agreement is likely to result in repayment delays. If there is a dispute, the dispute process in the Panel Agreement can be used.
23 Cooperation	The words "active governance" are unclear. The scope of the clause is too broad, and a more principles-based clause would be more appropriate. Alternatively, the roles of all parties should be more clearly specified.	**Clause amended:** The clause has been amended to remove the words "active governance", and to acknowledge that the Provider's ability to work with some stakeholders may be limited in some circumstances.
24 Governance and accountability	The clause is too broad and does not reflect the distinction between governance and management.	**Clause amended:** The governance board is ultimately responsible for setting the strategic direction and having oversight of the Services. Clause 24.2 has been amended to outline an acknowledgement rather than an obligation.
	It is unclear who or what is meant by the term Support Coordination Agency within the Agreement. This requires a clear definition.	**No change:** The Panel Agreement specifies that an Authorised Support Coordination Agency is an entity or group authorised by the Purchasing Agency to allocate support (such as a NASC Agency or an EGL Site) in the definitions section. DSS considers that this definition is sufficiently clear.

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25 Records	Given the Term, the requirement to hold records should relate to when a Disabled Person has exited the Service.	**Clause amended:** Given the range of records that a Provider holds, and the length of the Term, DSS has removed the specific requirement to hold records for seven years after the Panel Agreement has expired. The Provider must keep and maintain those records in accordance with prudent business practice, all applicable laws, and any notice or instruction issued by Archives New Zealand (notified by the Purchasing Agency). For example, under the Health (Retention of Health Information) Regulations 1996, a Provider must hold records for a period of 10 years beginning on the day after the date shown in the health information as the most recent date on which a provider provided services to that individual.
	There should be greater clarity regarding the instructions from Archives New Zealand that are applicable, as there is a compliance burden and cost associated with staying across Archives New Zealand instructions, which would otherwise not apply to private providers.	**Clause amended:** This clause has been amended to specify that general instructions issued by Archives New Zealand will apply if DSS has notified the Provider of those instructions.
26 Health and Safety and Risk management	The Purchasing Agency should provide standardised templates for all policies and plans, which are accompanied by clear instructions outlining minimum requirements.	**No change:** It is the role of the Provider to prepare their own policies and plans to ensure that it complies with its health and safety obligations.
	Health and safety clauses are one-sided, do not properly recognise the Purchasing Agency's health and safety obligations, and are unclear (i.e, it is not clear what policies are applicable).	**Clause amended:** Clause 26.1 has been amended so that the obligation is mutual, and it is now clearer that the reference to policies is the Provider's policies, and any policies notified in writing by the Purchasing Agency.

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27 Financial Management and transparency	This clause should be broadened so that the public can clearly see the amount of funding that each Provider is receiving from the Purchasing Agency.	**Noted, but no change:** A person can make a request under the Official Information Act 1982 if they would like to receive such information.
	If the information has already been published by a Provider, they should not have to provide that information to the Purchasing Agency. The Provider should be required to provide audited or unaudited reports (not both), and the timeframe for providing the information should be removed.	**No change**: A Provider is required to send the Purchasing Agency reports even if the Provider has published those reports. The Provider must always provide unaudited reports, and following receipt of those unaudited reports may be asked to provide audited reports. The timeframe is appropriate. Audited reports are expected to clearly outline DSS funding levels and expenditure.
	The auditor's report should be prepared in accordance with applicable accounting standards. Information requested by the Purchasing Agency under clause 27.3 should relate to the provision of the Services (rather than any costs incurred by the Provider delivering unrelated services).	**Clause amended**: Clause 27.2 has been amended to refer to "applicable accounting standards", and clause 27.3 is amended to clarify that information requested will relate to the Services funded by DSS.
28 Regular communication and monitoring	The Panel Agreement should clearly specify what "regular communication and monitoring" entails, including how it will be standardised, documented and enforced across all Providers.	**No change:** The level of communication and engagement will depend on the performance of the Provider. It is not practicable to specify the frequency of engagement in the Panel Agreement.

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29 Assessing Performance and Performance Measures	This clause provides that the Purchasing Agency will give the Provider at least two months' notice of any new performance measures. This timeframe is too short / too long.	**Clause amended:** The specified time frame is appropriate. However, the clause has been amended to provide that DSS will engage with the Provider if the new or amended performance measure will require the Provider to implement changes. It is expected that the performance measures will outline ways in which DSS will measure a Provider's performance.
30 Reporting and information	Additional reporting measures should be included in Schedule 3.	**No change:** The current reporting measures are appropriate.
	The scope of the clause should be narrowed, and the ability for the Provider to redact information if permitted by Law should be clearer.	**No change:** The scope of the clause is appropriate. DSS cannot, and will not, require the Provider to disclose information if that disclosure would breach the Law. However, the fact that information could be redacted under the OIA does not mean that a redated document should be provided to DSS.
31 Audits	This clause is too broad and permits the Purchasing Agency to undertake too many audits. Making a Provider pay for audits initiated by the Purchasing Agency would make it difficult to have open conversations about findings.	**Clause amended**: It is important that we have the right to undertake a range of audits to reflect the various circumstances that will arise during the Term of the Panel Agreement. The Purchasing Agency will pay for the cost of an audit unless clause 31.12 applies. Clause 31.12 is amended so that it is clearer that the Provider will be required to pay for audits if the Purchasing Agency determines that there has been material overcharging.

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	Any monitoring activities should be reasonable, and there should be a post review and Provider feedback process.	**No change:** DSS's monitoring activities will be reasonable. While an audit may include a post-review and feedback process, this does not have to be included in the Panel Agreement.
	It is not clear how the Purchasing Agency intends to publish audit reports.	**No change**: In the interests of transparency and accountability, DSS may release audit reports under the OIA, and by proactive release on the MSD website.
32 Resolving Disputes	This is a clear and useful clause. Parties should be allowed to initiate court proceedings where urgent injunctive relief or preservation of rights is required.	**No change:** Clause 32.7 already permits a party to initiate court proceedings where that is necessary to preserve their rights.
	The clause should be amended to prohibit the Purchasing Agency from taking any performance measures while there is a dispute, and thresholds should be included before mediation can be taken.	**No change:** Performance issues may be very separate from a dispute that has been raised. The threshold of mediation is where the dispute cannot be resolved by Contract Managers or senior members of each party.
34 Improvement Plans	Any improvement plan should not extend the Provider's obligations beyond those in the Panel Agreement and should be mutually agreed.	**No change:** Improvement plans will allow for a more collaborative approach to quality and continuous improvement, rather than a plan that must be agreed to when there is a substantial breach. DSS may create operational policy or guidance to further develop its processes in due course and would anticipate there would be an opportunity for Providers to engage on that.
	These clauses are too one-sided and unfair. They should be limited to where a breach poses a	**No change:** It is important that DSS has the ability to take a range of actions depending on the identified level of risk/ performance issue identified. The performance framework is

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33 – 38 Managing issues	significant risk to the health and safety of Disabled People.	consistent with having a collaborative relationship between DSS and Providers.
	Any repayment or withholding must be jointly agreed, and the Provider must be given an opportunity to remedy the breach first.	**No change:** Before suspending or recovering payments, DSS is required to discuss the matter with the Provider and is required to act reasonably. If the Provider disagrees with the amount suspended or recovered, there is a dispute process set out in the Panel Agreement. The intention of the performance management framework is to help identify and resolve issues quickly.
	Suspension should be accompanied by a financial penalty. An improvement plan must be agreed before any suspension occurs.	**No change:** Any suspension will have financial implications for the Provider. Requiring agreement can delay action. In some circumstances it will be essential for DSS to act quickly, if there is a known health and safety risk to one or more Disabled People.
38 Other remedies to address performance issues	The appointment of a temporary manager should be more limited and require greater input from the Provider.	**No change:** DSS considers that the current drafting is appropriate. A temporary manager will only be appointed in exceptional circumstances.
	The Purchasing Agency must issue a standard operating procedure to govern the handling, protection, and disclosure of information. The	**Noted. Some amendments:** This clause has been amended to better reflect MSD's standard privacy clauses.

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40 Privacy of personal information	timeframes to report any breaches to the Purchasing Agency should be specified.	
	The Provider should only be required to notify the Purchasing Agency of notifiable breaches as set out in the Privacy Act 2020, and the Purchasing Agency should be required to notify the Provider of any privacy breaches.	**No change:** DSS would like to be notified of privacy breaches even if they do not meet the threshold of "notifiable privacy breach". It is considered appropriate for this clause to not be mutual.
41 Confidentiality	Providers should be able to process, transmit and store information at offshore locations, as modern storage practices often include cloud and offshore storage.	**No change:** The prohibition on storing information at offshore locations applies to DSS's Confidential Information that is given to the Provider. It does not apply to records created by the Provider.
42 Intellectual Property Rights	This clause is too broad. Each party should own the IP that they develop, or there should be joint ownership.	**Clause amended:** To improve the overall quality of the Service, it will be important for DSS to own New IP that is created for the purpose of providing the Services so that, for example, best practice documents can be shared with other Providers. This clause has been amended so that it is clear that each party will remain the owner of any Existing IP, with the Purchasing Agency being granted a perpetual licence to use any Existing IP in connection with the Service or any New IP. A Provider may request ownership of New IP for an identified purpose, and the Purchasing Agency may agree to such an arrangement in writing.

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43 Notice of future intentions	The Purchasing Agency must recognise that the continuity of care is essential to the wellbeing and safety of the individuals, and must prioritise entering into agreements with Providers who own residential properties.	**Noted, but no change:** The purpose of this clause is to ensure that there is sufficient time to prepare for a transition, which will ensure continuity of care.
44 Termination	The notice period for termination of convenience should be 12 months, rather than six months.	**Noted, but no change:** DSS considers that 6 months is appropriate given that the transition period is 3 months.
	A new clause should be added to permit a Provider to terminate on three months' notice if the Purchasing Agency fails to make payment of undisputed moneys when they fall under the Panel Agreement and the Purchasing Agency has failed to remedy that non-payment within one month of receipt of the cancellation notice.	**Noted, but no change:** DSS considers that such a clause is not required.
	It is not clear what damage to the reputation or business of the Crown means.	**No change:** DSS considers that this is relatively standard wording.
	Immediate termination should not be permitted following an initial investigation or due process.	**Noted, but no change:** In some circumstances ensuring the safety of Disabled People will require DSS to act very quickly.
	There should be a clear requirement on the Provider to work collaboratively with the Purchasing Agency to ensure the safe transition of all residents into comparable residential settings.	**Noted, with amendment to transition clause**: The transition provisions would apply if there has been a termination. This requires the development of a transition plan. Clause 45 has been amended to reflect that the purpose of the transition is to also provide for the safe transition of residents.

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	A Provider should be able to terminate on three months' notice if the Purchasing Agency terminates some of the Services, and it is no longer viable for the Provider to continue to deliver the Services.	**No change:** The Provider has the right to terminate the remaining Services by giving six months' notice. The parties could agree to a shorter termination period at the time, taking into account the viability of the remaining Services, and compliance with the wind down and transition provisions. This would be discussed and agreed by the Contract Managers of the Purchasing Agency and the Provider.
45 Wind down and transition	The requirement to provide or destroy records / confidential information may be inconsistent with a Provider's legal obligations.	**Clause amended:** Clause has been amended so that it now specifies that the Provider must give copies of records, and Confidential Information will only be destroyed if that complies with the Law.
	There should be greater safeguards for commercially sensitive or strategic information during the winddown.	**Noted, but no change:** The confidentiality provisions would apply during the transition process.
46 Survival	This clause needs to be more clearly spelt out.	**Clause amended:** Clause amended to specify clauses that will survive termination.
47 Indemnity	The scope of the indemnity should be limited, and liability should be capped. Some Crown entities are unable to provide an indemnity.	**No change:** DSS considers that the indemnity is appropriate. DSS will consider the specific circumstances of Providers who are Crown entities.
48 Insurance	The Purchasing Agency should specify the percentage of the daily rate that has been allocated to insurance costs.	**No change:** DSS has provided some information regarding the banded rates.

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49 Variations	This clause is too broad. Any unilateral variation should be limited to administrative or minor matters. Any variation must be agreed by both parties. There should be a clear variation processes and documentation, and variations should not be done by way of an exchange of email conversations due to risks of uncontrolled content.	**Noted, but no change:** If, following a unilateral variation, the Provider considers that it is not viable to provide the Services, they may terminate the Agreement on six months' notice. From time to time, DSS may be required to add or amend clauses in this agreement, for example when there are changes to government expectation on managing contracts.
50 Subcontracting	It would be most practicable to list subcontracting arrangements in the Panel Agreement rather than separately getting approval from the Purchasing Agency.	**Panel Agreement amended:** DSS has amended the Panel Agreement to provide a field for a Provider to list their subcontracting arrangements.
52 Comply with Laws	The Panel Agreement should list all applicable laws.	**No change:** It is not practicable to list all laws, as applicable laws are likely to change over the Term**.**
53 Entire Agreement	This clause should be broadened. Providers should be required to comply with all applicable guidelines and standard operating procedures of the Purchasing Agency.	**No change:** This is a standard clause. Providers will have to comply with any policies referred to in the Panel Agreement.
57 Conflict of Interest	This clause must apply to the board and its governance structures.	**No change:** The governing body of a Provider is required to comply with this clause. What is included in a conflicts of interest register is a matter for the Provider to determine.

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59 Publication and endorsement & 60 No derogatory remarks	These clauses should be more balanced and mutual. Clause 60 should be narrowed to malicious false statements, as it may be in the public interest for parties to be able to openly make remarks.	**Clause amended:** DSS has deleted clause 60 as the key obligations are in clause 59. DSS has made it clearer that clause 59 does not affect the application of the Protected Disclosures (Protection of Whistleblowers) Act 2022. It is not practicable for the clause to be mutual as it is unlikely to be possible for DSS to obtain written approval from every Provider before publicly commenting on the Services.
Schedule 1 Definitions	Please expressly state that industrial action is included within the meaning of Extraordinary Event.	**No change:** Even if there is industrial action, the Provider is required to provide life preserving services.
Other comments	The Panel Agreement should include a clause that states that, before any new mandatory policies take effect, the Provider must be consulted and a financial and operational impact assessment must be undertaken in respect of those polices.	**No change:** DSS will advise the Provider's Contract Manager, if and when, an operational policy is developed, and it is mandatory.

Summary of Comments on Service Specification and DSS Response

Clause	Summary of comment	DSS response
1 Introduction	The Panel Agreement should clearly specify that the Services will be provided on a continual basis (ie, 365 days a year).	**Clause amended**: Clause amended to specify that services must be available to be provided every day in each year.
Various clauses (such as clause 4.1(g)	The views of family/whānau/advocates are not always aligned with the will and preference of the Disabled Person.	**Clauses amended:** Relevant clauses have been amended.
6 Eligibility and Entry	It is surprising that a person is eligible if they are aged 16 years or over.	**No change:** The eligibility criteria has been the same for some time.
	Rehabilitation services are listed as being excluded, but clause 7.6 specifies that "*the Provider will supervise, assist, encourage and support Disabled People to…implement best practice interventions and rehabilitation strategies*".	**Clause amended:** This clause has been amended to clarify that the exclusion relates to people living in specialist rehabilitation living arrangements.
8 Exit Criteria	There are no references to requirements/responsibilities in relation to a person transferring from 1 provider to another.	**Noted, but no change**: DSS intends to review the Service Specification in the future. This may be addressed in the future.
10 Linkages	There should be flexibility in the behaviour support that can be accessed through DSS.	**Noted, but no change:** Any specific requirements for behavioural support can be discussed between the Provider and the Contract Manager.