



22 MAY 2020

Dear [REDACTED]

On 24 April 2020, you emailed the Ministry of Social Development (the Ministry) requesting, under the Official Information Act 1982, the following information:

A copy of all contracts from 2018 between Ministry of Social Development and Deaf Aotearoa NZ Ltd.

Please find enclosed the Ministry's contract with Deaf Aotearoa for the time period, 1 November 2017 - 31 October 2019. This contract was extended for a further two years via email on 1 November 2019. A copy of this email is also attached for your reference.

This extension took place under the second schedule of the Government Model Contract (GMC) which applies to this contract. This states the process for variation of GMC contracts:

16.1 Variations: A Variation must be agreed by both Parties and recorded:

- a. in writing and signed by both Parties, or
- b. through an exchange of emails, where the signatories or authors have delegated authority to approve the Variation.

The full Schedule 2 document can be found here:

www.procurement.govt.nz/assets/procurement-property/documents/services-schedule-2-contract-form-1-crown-government-model.pdf

Please note that some information in the contract is withheld under section 9(2)(b)(ii) of the Act as, if released, it would be likely to prejudice the commercial position of the person who supplied or who is the subject of the information. The greater public interest is in ensuring that the commercial position can be maintained.

The names of some individuals are withheld under section 9(2)(a) of the Act in order to protect the privacy of natural persons. The need to protect the privacy of these individuals outweighs any public interest in this information.

You will also note that the contact details of some individuals have been withheld under section 9(2)(k) of the Act in order to reduce the possibility of staff being exposed to phishing and other scams. This is because information released under the Act may end up in the public domain, for example, on websites including the Ministry's own website.

The principles and purposes of the Official Information Act 1982 under which you made your request are:

- to create greater openness and transparency about the plans, work and activities of the Government,
- to increase the ability of the public to participate in the making and administration of our laws and policies and
- to lead to greater accountability in the conduct of public affairs.

This Ministry fully supports those principles and purposes. The Ministry therefore intends to make the information contained in this letter and any attached documents available to the wider public. The Ministry will do this by publishing this letter and attachments on the Ministry of Social Development's website. Your personal details will be deleted, and the Ministry will not publish any information that would identify you as the person who requested the information.

If you wish to discuss this response with us, please feel free to contact OIA_Requests@msd.govt.nz.

If you are not satisfied with this response about the Ministry's contracts with Deaf Aotearoa, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Yours sincerely



Manaia King
General Manager, Māori Partnerships and Programmes

Contract for Services

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

New Zealand Sign Language Interpreting and Translation Services

The Parties

MINISTRY OF SOCIAL DEVELOPMENT (Buyer)

The Aurora Centre
56 The Terrace
Wellington
P O Box 1556

WELLINGTON 6140
NEW ZEALAND

and

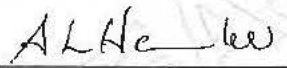
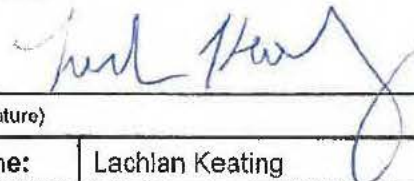
Deaf Aotearoa Holdings Limited (Supplier)

L3 12 Johnston St Wellington CBD

PO Box 25439, Featherston Street, Wellington 6146



The Contract	
Agreement	
The Buyer appoints the Supplier to deliver the Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties' rights and obligations.	
The documents forming this Contract are:	
1. These pages	Pages 1 and 2
2. Contract Details and Description of Services	Schedule 1
3. Standard Terms and Conditions	Schedule 2
GMC Form 1 SERVICES Schedule 2 (2nd Edition) available at: www.procurement.govt.nz	
4. Any other attachments described at Schedule 1.	
How to read this Contract	
5. Together the above documents form the whole Contract.	
6. Any Supplier terms and conditions do not apply.	
7. Clause numbers refer to clauses in Schedule 2.	
8. Words starting with capital letters have a special meaning. The special meaning is stated in the Definitions section at clause 17 (Schedule 2).	

Acceptance			
In signing this Contract each Party acknowledges that it has read and agrees to be bound by it.			
For and on behalf of the Ministry of Social Development:		For and on behalf of Deaf Aotearoa Holdings Limited	
			
(signature)		(signature)	
Name:	Anne Hawker	Name:	Lachlan Keating
Position:	Principal Disability Advisor	Position:	CEO
Date:	12/09/2017	Date:	17-9-2017

Schedule 1

Contract Details and Description of Services

Start Date	01/11/2017	Reference Schedule 2 clause 1
End Date	31/10/2019	Reference Schedule 2 clause 1

Contract Managers Reference Schedule 2 clause 4	Buyer's Contract Manager	Supplier's Contract Manager	
	Name:	Anne Hawker	Lachlan Keating
	Title / position:	Principal Disability Advisor	CEO
	Address:	Aurora Centre, 58 The Terrace, P O Box 1556, Wellington 6140	PO Box 25439, Featherston Street, Wellington 6146
	Phone:	s 9(2)(k)	s 9(2)(k)
	Fax:	s 9(2)(k)	N/A
	Email:	s 9(2)(k) @msd.govt.nz	Lachlan.keating@deaf.org.nz

Addresses for Notices Reference Schedule 2 clause 14	Buyer's address	Supplier's address	
	For the attention of:	Anne Hawker	Lachlan Keating
	c.c. Contract Manager		Lachlan Keating
	Delivery address:	Aurora Centre, 58 The Terrace, P O Box 1556, Wellington 6140	Level 3, Aviation House, 12 Johnston Street, Wellington, 6011
	Postal address:	Aurora Centre, 58 The Terrace, P O Box 1556, Wellington 6140	PO Box 25439, Featherston Street, Wellington 6146
	Fax:	s 9(2)(k)	n/a
	Email:	s 9(2)(k) @msd.govt.nz	Lachlan.keating@deaf.org.nz

Supplier's Approved Personnel Reference Schedule 2 clause 2.5	Approved Personnel	
	Name:	Lachlan Keating
	Position:	CEO
	Specialisation:	

Supplier's Approved Sub-contractor Reference Schedule 2 clause 7	Approved Sub-contractor	
	Name:	Eyefilms
	Address:	40 Princess St Onehunga
	Specialisation:	NZSL Translation

Description of Services
<p>This contract sets out the terms and conditions for the procurement of NZSL interpreting and translation services from Deaf Aotearoa Holdings Limited (operating as iSign). It aims to ensure that service centres, regional offices and National Office of the Ministry of Social Development (including the Ministry of Vulnerable Children – Orange</p>

Tamariki) has access to NZSL interpreting services in order to procure NZSL interpreting services across New Zealand. The service will use professionally competent staff who understand the needs and context of the user and service centre. Where they are providing a service to National Office the interpreter will have an understanding of government terminology.

They will also provide a translation service which is a style and language that is easily understood by the recipients of the service.

NZSL interpreters and those involved in the translation service should have an understanding of:

- UN Convention on the Rights of People with Disabilities
- Privacy Act
- Health and Safety
- NZSL Act
- Vulnerable Children's Act

English to NZSL translation of written material

For deaf people whose first language is NZSL, any written language content e.g. websites, presentations etc needs to be translated from the written language to NZSL for deaf people to be able to fully access the information. The conversion of a written language, into NZSL (or vice versa) is known as 'translation'. For the translation of written languages into NZSL, the NZSL translation is required to be videoed due to the visual nature of NZSL.

Context

Deaf people and other users of NZSL have a right to access suitably qualified NZSL interpreters. MSD offers (through our NZSL suppliers) NZSL interpreting and translation services that are both timely, professional, and of a technical standard that matches the needs of the Deaf person (people), hearing person (people) and the context of the assignment.

Description of Services

Deaf Aotearoa is to provide NZSL Interpreter services across New Zealand, and NZSL translation services as required. The service provided will demonstrate professional competence and be easy to access and timely in delivery and the most cost effective option.

Deliverables

Deaf Aotearoa will establish a single point of contact (account manager) for MSD to work with including contact details. Before contracting with any Sign Language interpreter a Police check is to be conducted. The service will have a code of conduct including but limited to confidentiality that is signed by anyone providing a service prior to the first assignment.

Deaf Aotearoa is to provide an NZSL Interpreter service for the Ministry's service centres, regional offices and National Office (including the Ministry of Vulnerable Children – Oranga Tamariki.) This provision will be available Monday to Friday 7.00am to 7.00pm. (Deaf Aotearoa will also be available to meet the needs of clients or government agencies outside these hours on request).

The translation service at the time of requesting the service will provide MSD with a timeframe for completion of the task. If there is a delay to meeting that timeframe, MSD should be notified within 24 hours once it is known that there is a delay and a new timeframe agreed. Should an agreement not be reached then MSD has the right to take to the work to another provider.

Deaf Aotearoa's booking system will be easy to access and use, available on line and responsive to the level of service required.

Requests for interpreting services made to Deaf Aotearoa should result in the scheduling and confirmation of a suitably qualified, competent and professional NZSL interpreter to attend the requested appointment. Deaf Aotearoa will advise at the time of request, or within two working days, whether the request made by MSD for interpreting services is viable, and whether the assignment will require one or two interpreters to attend. The service will have a contingency plan in place for illness and other emergencies.

Services, both from Deaf Aotearoa and their contractors and staff, should be of a standard commensurate with the needs of the clients and context. MSD and their staff should find the process of working with Deaf Aotearoa to be easy, professional (consistent with the AUT standards), responsive and reliable, at all times.

Upon completion of the assignment, the interpreter(s) must present an evidentiary form (electronic or paper) to confirm the completion of the assignment. This will be signed by a member of MSD staff, including their name and contact details. If the assignment goes beyond the scheduled time, any change of assignment duration must be signed for by the MSD staff member. The service will have an efficient and correct invoicing and payment system.

Deaf Aotearoa and their sub contracted translation service will have a feedback mechanism for users of the service. Feedback will be collated and presented to MSD as part of the scheduled reporting.

As part of the feedback mechanism Deaf Aotearoa will capture the satisfaction of the users with the service. They will also have a complaints mechanism and have a process in place to remedy the areas of concern. In addition, all interpreters hired by Deaf Aotearoa must be Ordinary Members of the Sign Language Interpreters Association of NZ (SLIANZ), and subject to their complaints process. Deaf Aotearoa is to maintain a corporate membership of SLIANZ in order to access this process.

Deaf Aotearoa will have a performance monitoring mechanism and as part of its contract with both the interpreters and translators provide on-going professional development opportunities.

Quarterly Reports are to be submitted to the MSD Contract Manager by the 10th day of the following month and an Annual Report is to be submitted to the Contract Manager by 31 January. The report must summarise the uptake of the service for that period (broken up by area/region), along with any complaints registered and their resolution and the results of their satisfaction surveys.

Performance standards

The monitoring of such services is to be undertaken only by a qualified and registered NZSL interpreter, preferably with experience of interpreter training and assessment in order to accurately ascertain interpreter capability as well as the probable demands of the assignment.

All interpreters contracted to undertake interpreting assignments for this provision must be qualified and be full ordinary members of the Sign Language Interpreters Association of NZ.

All information about requests and assignments must be stored securely system.

Deaf Aotearoa will adhere to the Kia Tutahi Relationship Accord (DIA) around operating in a professional manner at all times.

Specific code of conduct / health & safety / legislative requirement

All interpreters contracted to undertake interpreting assignments for this provision must be qualified and be ordinary individual members of the Sign Language Interpreters Association of NZ. This includes adherence to the SLIANZ Code-of-Ethics and their Code-of-Practice.

The Supplier will comply with the Buyer's Third Party Health and Safety Policy, which is available at

<http://www.msd.govt.nz/documents/about-msd-and-our-work/about-msd/our-responsibilities/health-and-safety-external-provider-policy.pdf>

Transfer of Records

Each request for NZSL interpreting services will be assigned a MSD cost centre number and nominal (14832) supplied by the requestor and include details of the assignment. This online form is signed by MSD staff upon completion of the assignment and a copy is made available (either via electronic attachment or accessed securely online) when the corresponding invoice for that service is generated and sent to MSD.

Supplier's Reporting Requirements	Report to:	Type of report	Due date
Reference Schedule 2 clause 5	Contract Manager	Quarterly Report	10 th day of month following quarter
		Annual Report	31 January

CHARGES: The following section sets out the Charges. Charges are the total maximum amount payable by the Buyer to the Supplier for delivery of the Services. Charges include Fees, and where agreed, Expenses and Daily Allowances. The Charges for this Contract are set out below.

Fees Reference Schedule 2 clause 3	s 9(2)(b)(ii)
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	s 9(2)(b)(ii)
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Expenses Reference Schedule 2 clause 3	s 9(2)(b)(ii)
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Daily Allowance Reference Schedule 2 clause 3	No Daily Allowances are payable.
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Invoices Reference Schedule 2 Subject to clauses 3 and 11.7	The Supplier must send the Buyer an invoice for the Charges at the following times: At the end of the week, for Services delivered during that week, and provide a monthly summary statement by the 10 th working day of the following month.
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Address for Invoices		Buyer's address
Reference Schedule 2 clause 3	For the attention of:	Accounts Payable Note; Supplier should include MSD cost centre code on their invoices.
	Physical address:	National Accounting Centre Ministry of Social Development
	Postal address:	Private Bag 3050 Rotorua 3046
	Email:	nac_accounts_payable@msd.govt.nz

Insurance Reference Schedule 2 Clause 6.1	INSURANCE: (clause 8.1 Schedule 2) It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Buyer does not require any specific insurance under this Contract.
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Changes to Schedule 2 and additional clause/s	<p>Schedule 2 of this Contract is amended as follows:</p> <p>The following clause is added at 2.8</p> <p>The Supplier will:</p> <ol style="list-style-type: none"> consult, cooperate and coordinate with the Buyer to the extent required by the Buyer to ensure that the Buyer and the Seller will each comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Contract Perform its, and ensure that its Personnel perform their, obligations under the Contract in compliance with its and their obligations under the Health and Safety at Work Act 2015 comply with all reasonable directions of the Buyer relating to health, safety, and security report any health and safety matter, as determined by the Buyer's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Buyer to the extent that it relates to, or affects, the Contract.
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§ 9(2)(a)

From: Lachlan Keating on behalf of Lachlan Keating <Lachlan.Keating@deaf.org.nz>
Sent: Friday, 1 November 2019 12:16 PM
To: Harry Lotz
Cc: § 9(2)(a) Anne Hawker
Subject: RE: NZ Sign Language Interpreting and Translation Services

Hi Harry

Apologies for the delay in reply, I have been on leave for the first half of October and just catching up with emails.

Yes, we would like to extend the agreement for another two years.

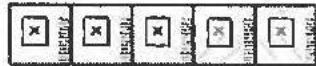
Regards

Lachlan



Lachlan Keating | Chief Executive

Level 3 Aviation House 12 Johnston Street, Wellington, New Zealand
Phone: § 9(2)(k) | Web www.deaf.org.nz



Book a NZSL interpreter
0800 934 683 bookings@sign.co.nz
Free TXT: 3359

From: Harry Lotz § 9(2)(k)
Sent: Tuesday, 8 October 2019 3:54 PM
To: Lachlan Keating <Lachlan.Keating@deaf.org.nz>
Subject: NZ Sign Language Interpreting and Translation Services

Hi Lachlan

MSD and Deaf Aotearoa Holdings Ltd have an agreement for NZ sign language interpreting and translation services which is due to expire on 31 October 2019. MSD would like to extend this agreement for another 2 year period which we can do by variation to the Government Model Contract.

Please let me know if you are in agreement with this extension.

Happy to talk further as required.

Regards
Harry

Harry Lotz – Manager Procurement Practice

Phone: § 9(2)(k)
Ministry of Social Development, Level 5 Aurora Centre, 56-66 The Terrace, Wellington

MSD purpose:

We help New Zealanders to be safe, strong and independent

Manaaki tangata, manaaki whānau

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