

21 AUG 2019

[REDACTED]

Ref: H201904629

[REDACTED]

Response to your request for official information

I refer to your email of 19 June 2019 requesting under the Official Information Act 1982 (the Act) information about Manawanui in Charge Limited (MiC).

Information in response to your request is attached in Appendix A. Further, the Ministry of Health identified six documents in scope of your request, this is outlined in Appendix B with copies of documents attached.

I trust that this information fulfils your request. You have the right, under section 28 of the Act, to ask the Ombudsman to review any decisions made under this request.

Yours sincerely


Adri Isbister
**Deputy Director-General
Disability**

Appendix A: Response

	Question	Response																																							
1	<p>What was the annual amount paid by the Ministry of Health to Manawanui in Charge Ltd each financial year for the past three years. Please provide a breakdown of the costs.</p>	<p>Please refer to the attached Appendix One.</p>																																							
2	<p>Over this period what services did Manawanui in Charge Ltd provide as part of its contracts with the Ministry of Health. Please provide a list.</p>	<p>A copy of the service specifications for each of the three main contracts listed below is attached in Appendices Two, Three and Four.</p>																																							
3	<p>How many contracts did Manawanui in Charge Ltd have with the Ministry of Health, or its agents? Please list the contracts.</p>	<p>A list of the contracts held by Manawanui in Charge Ltd (MiC) as at March 2019 is below:</p> <table border="1" data-bbox="644 143 1171 1077"> <thead> <tr> <th>No</th> <th>Contract Number</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>350460-00</td> <td>Initial contract</td> </tr> <tr> <td>2</td> <td>350460-01</td> <td>Contract variation</td> </tr> <tr> <td>3</td> <td>350460-02</td> <td>Contract variation</td> </tr> <tr> <td>4</td> <td>350460-03</td> <td>Contract variation</td> </tr> <tr> <td>5</td> <td>350460-04</td> <td>Contract variation</td> </tr> <tr> <td>6</td> <td>350461-00</td> <td>Initial contract</td> </tr> <tr> <td>7</td> <td>350461-01</td> <td>Contract variation</td> </tr> <tr> <td>8</td> <td>350461-02</td> <td>Contract variation</td> </tr> <tr> <td>9</td> <td>350461-03</td> <td>Contract variation</td> </tr> <tr> <td>10</td> <td>350461-04</td> <td>Contract variation</td> </tr> <tr> <td>11</td> <td>350461-05</td> <td>Contract variation</td> </tr> <tr> <td>12</td> <td>355608-00</td> <td>Initial contract</td> </tr> </tbody> </table>	No	Contract Number	Comments	1	350460-00	Initial contract	2	350460-01	Contract variation	3	350460-02	Contract variation	4	350460-03	Contract variation	5	350460-04	Contract variation	6	350461-00	Initial contract	7	350461-01	Contract variation	8	350461-02	Contract variation	9	350461-03	Contract variation	10	350461-04	Contract variation	11	350461-05	Contract variation	12	355608-00	Initial contract
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4	<p>When are these contracts due to be retendered? Please list the dates the contracts are due to expire.</p>	<p>At this time, there has been no decision to retender for these services. The following are the expiry dates of the contracts.</p>																																							

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		350460 on 31 October 2020 350461 on 31 October 2020 355608 on September 2021
5	What was the annual amount paid by the Ministry of Health to Manawanui in Charge Limited each financial year for the past three years. Please provide a breakdown of the costs.	Please refer to Appendix One.
6	What services did MiC Windup Ltd provide, if any, as part of its contracts with the Ministry of Health. Please provide a list.	The Ministry does not contract with Manawanui in Charge Windup Ltd. This part of your request is refused pursuant to section 18(e) of the Act as the information requested does not exist.
7	How many contracts does Manawanui Support Ltd have with the Ministry of Health, or its agents? Please list the contracts.	The Ministry has three contracts with MiC. Please refer to response to Question 3.
8	When are these contracts due to be retendered? Please list the dates the contracts are due to expire.	Please refer to response to Question 4.
9	What was the annual amount paid by the Ministry of Health to Funded Advisory Support Services Ltd each financial year for the past two years. Please provide a breakdown of the costs.	Please refer to response to Appendix One.
10	What services did Funded Advisory Support Services Ltd provide as part of its contracts with the Ministry of Health? Please provide a list.	MiC is the legal entity and the Funding Advisory Support Services is its trading name. The services provided is outlined in the service specification in Appendices Two, Three and Four.
11	How many contracts did Funded Advisory Support Services Ltd have with the Ministry of Health, or its agents? Please list the contracts.	Funded Advisory Support Services currently have one contract with the Ministry. (Contract No. 355608)
12	When are these contracts due to be retendered? Please list the dates the contracts are due to expire.	Please refer to response to Question 4.
13	In the event Govt changes any programs which impact on the contracts now held by Manawanui Support Ltd, and their services are no longer required is the MOH/Govt locked into paying out the contract. If not is there any penalty for not proceeding with, for example, FFC?	All Government contracts have provisions to vary any agreement. An agreement may be varied as a result of: 1) Any change in law;

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		<p>2) Any change in definition of eligible person arising from a change in the law after the commencement of the agreement;</p> <p>3) A change in requirements under the service agreement;</p> <p>4) Significant changes in the health sector environment or cost that are beyond control between the provider and the Ministry.</p>
14	<p>Was the Ministry aware of the change of ownership with Manawanui in Charge Limited/MiC Windup Ltd to Manawanui Support Ltd? If so, please provide all correspondence, including, but not restricted to, documents, meeting notes, emails, advice and ministerial briefings the Ministry received or prepared either ahead of or after the sale of Manawanui in Charge Limited.</p>	<p>The Ministry was made aware of the change in ownership of MiC early this year. A copy of all communications in relation to this change in ownership is attached as Appendix Five.</p>
15	<p>Presuming the MOH understood Manawanui In Charge Ltd had been established in or about 2004 as a not for profit benefiting (parts) of the disability community, what consideration, if any did, the MOH give to retendering all the contracts held by Manawanui In Charge Ltd/Mic Windup Ltd prior to it being sold to Manawanui Support Ltd.</p>	<p>The Ministry contracts services from a number of providers, including not-for-profit and for-profit. The Ministry is unable to comment on issues relating to private sales of providers.</p>
16	<p>What was the date of the sale?</p>	<p>This part of your request is refused pursuant to section 18(d) of the Act as this information is publicly available on the companies register website.</p>
17	<p>Does the change of ownership from a non-profit trust to private shareholders affect the eligibility of the contracts held? Why/why not? Please explain.</p>	<p>No. The contracts have been transferred to the new entity by way of a contract novation.</p>
18	<p>Manawanui Support Ltd shareholder and CEO was also CEO of Manawanui In Charge Ltd and prior to that an employee of the MOH, what systems does the MOH have in place to avoid conflict, and as it appears they did not work what steps were taken by the MOH to consider Ms Marsha Marshalls perceived benefiting from her latest position.</p>	<p>The Ministry contracts for services and while the Ministry is interested in who will provide the services, this does not influence the tender or selection of a preferred supplier.</p> <p>The Ministry complies with the Government rules of sourcing.</p>

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19	Was the Ministry aware of the change of ownership with Manawanui Support Limited? If so, please provide all correspondence, including, but not restricted to, documents, meeting notes, emails, advice, and ministerial briefings the Ministry received or prepared either ahead of or after the sale of Manawanui Support Limited.	Please refer to response to Question 14.
20	What was the date of the sale?	Please refer to response to Question 16.
21	Does the change of ownership from a non-profit trust to private shareholders affect the eligibility of the contracts held? Why/why not? Please explain.	Please refer to response to Question 15.
22	Was the Ministry aware of the change of name from Funded Advisory Support Services Ltd to FASS Windup Ltd? If so, please provide all correspondence, including, but not restricted to, documents, meeting notes, emails, advice, and ministerial briefings the Ministry received or prepared either ahead of or after the sale of the Funded Advisory Support Services Ltd.	The Ministry is unaware of any changes in the trading name of Funded Advisory Support Services Ltd to FASS Windup Ltd. This part of your request is refused pursuant to section 18(e) of the Act as the information requested does not exist.
23	All advice, correspondence, ministerial briefings and emails relating to the sale of Manawanui in Charge Limited/ MIC Windup Ltd, changes of contract to Manawanui Support Limited.	A copy of the Deed of Novation is attached as Appendix Six. For all communications in relation to the sale of MIC, please refer to Appendix Five.
24	All advice prepared by Ministry of Health officials for the Ministers of Health and Disability relating to the sale of Manawanui in Charge Limited/MIC Windup Ltd and the Funded Advisory Support Service	The Minister of Health is not involved in internal procurement processes in the Ministry. This part of your request is refused pursuant to section 18(e) of the Act as the information requested does not exist. As stated in our response to Question 15, the Ministry is not able to comment on private sales or providers or changes in ownership of private organisations.

Appendix B: List of documents for release

#	Title	Decision on release
1	Manawanui in Charge Ltd. and Funded Advisory Support Services Ltd spend 2017-2019	Released in full.
2	Contract 350460 Service specification	Released in full.
3	Contract 350461 Service specification	Released in full.
4	Contract 355608 Service specification	Released in full.
5	Email Communications	Released with some information withheld pursuant to: <ul style="list-style-type: none">• Section 9(2)(a), of the Act to protect privacy of natural persons;• Section 9(2)(h) of the Act, to protect legal professional privilege.
6	Deed of Novation	Released in full.