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**SERVICE SPECIFICATIONS**

***Shared Care with Detention Provision***

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# ABOUT THESE SERVICE SPECIFICATIONS

## Who are these service specifications for?

These service specifications are for the Provider that Oranga Tamariki—Ministry for Children (Purchasing Agency) contracts with to provide these Services. These service specifications form part of the Outcome Agreement.

Outcome Agreements with Providers for these Services require that they are delivered in accordance with these service specifications. Nothing in the Outcome Agreement or this service specification shall be interpreted inconsistently with the Chief Executive's obligations under the Oranga Tamariki Act 1989, which provides the legislative framework within which the Purchasing Agency works to fulfil its responsibilities.

## What is the purpose of these service specifications?

The service specifications provide:

a set of commonly agreed practice principles and values to guide the Service delivery

detailed information about service delivery and practice

a resource tool to help you deliver the Services consistently

a resource tool to assist you in meeting the desired Service outcomes

a way for us to improve our responsiveness to feedback regarding changes to the Service delivery component of the Outcome Agreement.

## How should these service specifications be used?

These service specifications should be seen as setting the minimum standard for service delivery to assist you to competently deliver the Service according to the Outcome Agreement requirements. Each Provider can develop a service that reflects the Provider’s philosophical base, incorporating local need and the culture within which it works.

## Will these service specifications be revised?

These service specifications are a living document and may be varied at the discretion of the Purchasing Agency. They will be updated to include changes as a result of the national care standards regulations that will come into effect on 1 July 2019. The Purchasing Agency’s staff will keep you informed of any further editions, updates or changes to these specifications, as they form part of the Outcome Agreement. Feedback on the specifications is welcome at any time and can be sent to the Purchasing Agency’s Contract Manager using the attached Feedback form. (See Appendix Three).

## Where can you go for further information?

For further information on these service specifications please contact your Purchasing Agency’s Contract Manager as identified in your Outcome Agreement.

# RELATIONSHIPS

## What are the principles that underpin the relationship between the Purchasing Agency, the Provider and the client?

For the relationship to be successful, it is essential that all parties collaborate to ensure the Services are effective and accessible. The following principles guide all dealings under the Outcome Agreement. The parties agree to:

act honestly and in good faith

communicate openly and in a timely manner

work in a collaborative and constructive manner

recognise each other’s responsibilities

encourage quality and innovation to achieve positive outcomes and

The Outcome Agreement does not constitute a partnership in the legal sense nor does it mean that the Provider is an employee or agent of the Purchasing Agency.

## Cultural awareness

Each party recognises the needs of all People, including Māori, Pacific Peoples, migrant communities and all other communities, to have Services provided in a way that is consistent with their social, economic, political, cultural and spiritual values.

## Accessibility

Increased participation is supported by enhanced accessibility and recognises the diverse needs of all People, through:

ease of communication

flow of information and

physical accessibility.

# ABOUT SHARED CARE

## What is Shared Care about?

Shared Care is a care service where the Purchasing Agency places Children or Young People with a Provider under section 362 of the Oranga Tamariki Act 1989 and custody and guardianship (where applicable) remains with the Chief Executive. Children and Young People may require care in either an emergency situation or for a longer period of time.

When placing under section 362 of the Oranga Tamariki Act 1989 the Child or Young Person will be in the custody of the Chief Executive on the basis of one or more of the following custodial statuses listed in section 361; sections 39, 40, 42, 78, 101, 110(2)(a), 139, 140, 141, 234(c)(ii), 235, 238(1)(d), 283(n), 297B(5), 307(4), 345.

Children or Young People in the custody of the Chief Executive will be in custody because of any one or more of the following reasons:

the Child or Young Person is in need of temporary or extended care

it is believed that the Child or Young Person is in need of care and/or protection

a search with or without a warrant has occurred

the Child or Young Person has been arrested

the Child or Young Person has appeared before the Youth Court and has been detained in the Chief Executive’s custody

a charge has been proved in the Youth Court and custody in favour of the Chief Executive is part of the response to the offending

When a Child or Young Person is in custody on the basis of a Youth Justice or Youth Court status or on section 14(1)(e) grounds, care will be taken to ensure that the Provider is aware of any risks that the Child or Young Person may place to the community or themselves and of any particular care or control matters that the Provider and caregiver should be aware of.

**Detention in the custody of the Chief Executive of the Purchasing Agency**

When an order is made under section 238(1)(d) for a Child or Young Person to be detained in the Chief Executive’s custody, and the Child or Young Person is referred to the Provider’s Shared Care services, the detention to the home must be under the control and authority of the Regional Placement and Resources Co-ordinator (“the Co-ordinator”), who is a senior employee of the Purchasing Agency. This means the Co-ordinator must (as a minimum) direct the Child or Young Person’s detention, and may specify terms that apply to the detention.

Detention within the context of section 238(1)(d) means that a Child or Young Person is:

* confined or restrained in a manner that they understand they are not free to leave; and
* in the care of someone in a position to exercise close supervision over them; and
* in a placement that will minimise the risk they will abscond, commit further offences or interfere with evidence or witnesses.

The Co-ordinator is expected to regularly visit homes (2- 3 times per week) to:

* ensure that the Child or Young Person understands they are not free to leave
* ensure that the home is adequately staffed and well managed
* manage and monitor risks e.g. staffing and supervision levels, health and safety and the individual needs of the Child or Young Person.

To give effect to the obligation to detain, the Provider must be able to demonstrate that:

* the Child or Young Person is closely supervised in the home or on the property; and
* the Child or Young Person understands they are not free to leave and that it is an offence to leave (s120 Crimes Act 1961); and
* the physical environment:

a. reinforces that they are not free to leave (e.g. through locked gates, alarms or a security guard. Note: The Child or Young Person must not be locked into a bedroom or into the building unless the locking arrangement is legally compliant, including with the District Plan and fire safety rules); and

b. minimises the risk that they will abscond, commit further offences or interfere with evidence or witnesses.

Note: As with all other forms of custody held by the Chief Executive, the Oranga Tamariki Act 1989 does not authorise the caregiver to use force in a detention situation.

For Children and Young People in the custody (or sole guardianship) of the Chief Executive, it is the Chief Executive who is responsible for the day to day care including a placement, social work support and planning for each Child or Young Person. When a Provider accepts a referral for Shared Care the Chief Executive then places the Children and Young Person in the charge of that Provider. The Provider has the role of providing for the Child or Young Person’s care, control and upbringing. In agreeing to a referral/placement of a Child or Young Person, the Provider and the Purchasing Agency undertake to fulfil the requirements of comprehensive and full time care for Children and Young People according to the provisions of the Key Elements of Effective Services (one to four), set out later in this document.

## Who is the Client Group?

The primary client group for Shared Care are Children or Young People (as defined under the Oranga Tamariki Act 1989) who are:

* in the custody of the Chief Executive and in need of Care and Protection, or
* ordered to be detained under section 238(1)(d).

## What does Shared Care seek to achieve?

We want all Children and Young People to reach their potential. Children and Young People achieve their greatest potential in homes where they are safe, secure and feel that they belong.

Shared Care seeks to achieve the following vision, purpose and focus, and results for Children and Young People referred to this Service:

## Vision, Purpose and Focus

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| Our Vision Is that New Zealand values the well-being of tamariki above all else Our Purpose Is to ensure that all tamariki are in loving whānau and communities where oranga tamariki can be realised Our Focus Is on children and young people  who are at significant risk of harm now and into the future as a consequence of their family environment, and/or their own complex needs  who have offended or may offend in the future |

## Results:

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| Children and Young People are safe and are:  returned home or:  placed permanently with family/whānau  placed permanently with non-family Caregivers  supported to planned independence. |

## What are the Shared Care core principles?

Shared Care has the following core principles that underpin practice:

ethical relationship between the Provider and the Child or Young Person

trust and respect between all parties, and that the Children and Young People:

* feel safe
* develop healthy attachment patterns and strong, stable attachments with People who care about them so they can learn to trust others
* are cared for in a nurturing family providing a safe, structured and loving home
* develop strong connections with whānau and receive support within the wider community.

## How does Shared Care work?

Children and Young People are referred to Shared Care Services by the Purchasing Agency’s Social Worker. Each Child or Young Person referred for this Service will have a designated Purchasing Agency Social Worker. The Purchasing Agency’s Social Worker will manage the Child or Young Person's Individual Care Plan and provide social work to the Child or Young Person and their family/whānau. Providers arrange the day-to-day care for each Child and Young Person with approved Caregivers and work with the Purchasing Agency’s Social Worker towards achieving the specified permanency outcome contained in the Children and Young People’s Individual Care Plan. Providers may employ staff or contract Caregivers to deliver Shared Care Services.

It should be noted that when an order is made under section 238(1)(d) of the Oranga Tamariki Act for a Child or Young Person to be detained in the Chief Executive’s custody, the detention to the home must be under the control and authority of the Regional Placement and Resources Co-ordinator.

## Who are the People involved in Shared Care?

Preferred Providers of Shared Care are organisations that meet the following criteria:

Approved under section 396 of the Oranga Tamariki Act 1989 and demonstrate good organisational capability and expertise in the provision of Care

experience in managing difficult behaviour in Children and Young People

demonstrated ability to manage and develop a Shared Care Service

strong local Purchasing Agency site relationships.

Shared Care Providers must also comply with all other applicable legal requirements including Health and Safety legislation, Vulnerable Children’s Act in particular worker safety checking, Employment legislation, and the Privacy Act.

## Social Sector Accreditation Standards

Providers delivering Shared Care Service are required to meet Level One, Ministry of Social Development (MSD) specific accreditation standards.  Providers are required to maintain their Accreditation Level according to MSD’s relevant Social Sector Accreditation Standards.

# PARTICIPATION AND VIEWS OF CHILDREN AND YOUNG PEOPLE

Legislative changes to Sections 7 and 11 of the Oranga Tamariki Act 1989 mean that:

Children and Young People have a right to participate in, and express their views in and/or about:

* court proceedings under the Oranga Tamariki Act 1989
* family group conferences (convening and proceedings)
* planning (preparation of a plan and review of a plan)
* any other action or decision that significantly affects them.

Children and Young People must be:

* encouraged and assisted to participate to a degree appropriate for their age and maturity, unless the person responsible (see below for definition) considers their participation to be inappropriate
* given reasonable opportunities to freely express their views on matters affecting them, and any views that they express (either directly, or through a representative) must be taken into account.

If Children and Young People require assistance to express their views or to be understood, support must be provided to assist them. Support can come from a family/whānau member, another person, a specialist service provider, or any other service. A support person is entitled to be present at a meeting or proceeding at which the Child or Young Person is present (including a family group conference), for the purposes of providing support, unless the person leading the process (the person responsible) considers it impractical or inappropriate.

## Person responsible

The following people are responsible for ensuring Children and Young People have been encouraged and assisted to participate, given reasonable opportunities to freely express their views, and given the support necessary to overcome difficulties in expressing their views or being understood:

for proceedings before a court - the judge, or other person presiding, and the barrister or solicitor representing the Child or Young Person

for the convening and proceedings of a Family Group Conference - the person responsible for convening the conference (ie, the Care and Protection or Youth Justice Co-ordinator)

for planning processes - the person directed by the court to prepare or review the plan (ie, the Chief Executive’s delegate, usually the Purchasing Agency’s Social Worker for the Child or Young Person)

for any other process - the person responsible for taking the action or making the decision. Depending on the particular action or decision, this might be the Purchasing Agency’s Social Worker or a Family Group Conference Co-ordinator.

## Access to independent services

Children and Young People that the Purchasing Agency and the Provider both work with have a right to access independent services and support to express their views about:

matters important to them relating to their own circumstances

general matters relating to processes and services they have experienced under the Oranga Tamariki Act 1989.

The Provider and the Purchasing Agency’s Social Worker/Co-ordinator must ensure that the Child or Young Person:

knows about the relevant independent services, and how to access them

has the support they need to express their views.

Independent services include the Purchasing Agency’s Feedback and Complaints mechanism, the grievance process within residences (Whāia Te Māramatanga), connection and advocacy service VOYCE - Whakarongo Mai, and the Children’s Commissioner’s Child Rights Advice Line.

Resources have been developed to support understanding and implementation of the changes. These can be viewed online with the [legislation reform information](http://govt.us15.list-manage.com/track/click?u=aa67c67a798995c8ef5b3ae94&id=bcd1592acd&e=12502d574a).

# SERVICE DELIVERY

## Where do Providers fit in the big picture?

Wherever possible we need to support family/whānau to care safely for their Children and Young People, and to support extended whānau to provide care when Children and Young People are unable to live with their parents. This includes working in partnership with family and whānau, supporting their participation in decision-making, and the provision of safe and secure care of their Children and Young People.

When it is not possible for the Purchasing Agency to return a Child or Young Person to the care of their parents, we want to find them a home where they will feel loved, wanted and valued. Creating a home for these Children and Young People is the key to establishing a sense of belonging and promoting their wellbeing. This includes working with the Purchasing Agency’s Social Worker and other organisations such as Shared Care Providers.

Providers support the Purchasing Agency’s Care and Protection and Youth Justice outcomes by having essential Shared Care Services available and delivered in a manner that is characterised by the Key Elements of Effective Services. Essential to this is a good working relationship with the local Purchasing Agency’s Site and/or national programmes team.

Providers are key contributors to Shared Care being successful. How they and other core People interrelate is shown in Figure 1.

### Figure 1: Shared Care Pathway



## Who are the People Involved in Shared Care?

The Purchasing Agency’s sites and the National High Needs team enter into annual care Outcome Agreements with Providers. The Purchasing Agency either makes referrals to Shared Care Services directly via sites or through the national hub. The Provider recruits and approves caregivers or staff to provide the care either within the caregiver’s home (foster care) or within the Provider’s own facility. Some Providers will use a Family Home owned by the Purchasing Agency.

It should be noted that when an order is made under section 238(1)(d) of the Oranga Tamariki Act for a Child or Young Person to be detained in the Chief Executive’s custody, the detention to the home must be under the control and authority of the Regional Placement and Resources Co-ordinator.

All reporting by the Provider is to the local Purchasing Agency’s site offices, and the Contract Manager as set out in the Outcome Agreement.

## What are the Provider’s responsibilities?

In addition to carrying out the responsibilities outlined in the Key Elements the Provider is responsible for supporting the Purchasing Agency’s Care and Protection and Youth Justice outcomes by having essential Shared Care Services available in accordance with the quantity of Service in the Outcome Agreement. Providers will deliver Shared Care in a manner that is characterised by the Key Elements of Effective Services. Essential to this is a good working relationship with the local Purchasing Agency’s site or National High Needs team.

The Provider will:

ensure the availability of the Service for the term of the Outcome Agreement

work with the Purchasing Agency towards achieving the specified permanency outcome contained in each Child or Young Person's Individual Care Plan

arrange for approved Caregivers to provide care and supervision for Children and Young People to the standards documented in their Approval documentation

prepare a Care Placement Plan that is based on the Child or Young Person’s Individual Care Plan supplied by the Purchasing Agency.

monitor the placement of each Child and Young Person with the respective approved Caregiver no less than every 28 daysby meeting separately with the Child or Young Person and with their respective Caregiver, to ascertain the safety and stability of the care that is being provided

comply with all conditions of any court order in respect of the Child or Young Person

comply with any special or general directions of the Chief Executive in respect of any Child or Young Person

meet the costs of daily care including the recruitment, training, supervision and support of Caregivers or staff

ensure that the Caregiver payment rates made to the Caregivers who provide the day-to-day care of the Children and Young People, are no less than the rates of payment specified by the Chief Executive under section 363(1) of the Oranga Tamariki Act.

The Purchasing Agency agrees to:

make referrals to the Shared Care Service

provide all relevant information when making referrals and carry out the Purchasing Agency’s responsibilities as specified in the Outcome Agreement

set the rates of payment under section 363(1) of the Oranga Tamariki Act and ensure Providers receive this information

work with the Provider to achieve the outcomes set out in the Outcome Agreement and in these Specifications under “ What Does Shared Care Seek To Achieve”.

The Purchasing Agency’s Social Worker Contact and Consultation

The Provider will ensure that each Child or Young Person maintains appropriate contact with their Purchasing Agency Social Worker consistent with the Child or Young Person’s right to that contact.

The Provider will facilitate the Child or Young Person’s contact with the Purchasing Agency’s Social Worker as and when the Child or Young Person requests it.

## Insurance cover

Insurance cover for accidental damage or for insurable deliberate damage caused by a Child or Young Person referred from the Purchasing Agency is the obligation of the Caregivers. If the home is owned by the Provider, insurance is the obligation of the Provider.

The Provider will inform each caregiver of the importance of informing their insurer that a Child or Young Person is residing in their home.

The Purchasing Agency may consider requests for reimbursement regarding uninsurable deliberate damage caused by a Child or Young Person in care of a Provider.

Any request for reimbursement under this section must be made to the Child or Young Person’s Purchasing Agency’s Social Worker. The Purchasing Agency’s Social Worker will prepare a report on the request for reimbursement and refer this report to the relevant Purchasing Agency’s site Manager.

Any request for reimbursement under this section will be considered by Purchasing Agency in accordance with its policies, procedures and business rules which can be obtained from your Purchasing Agency’s Contract Manager.

## Incident Reporting for Care and Protection referrals

The Provider will notify all the individuals as listed below of any serious or significant incidents and in particular any that might compromise the Child or Young Person’s eligibility to remain with the Service. Where your contract is for Service for the High Needs Services Team then include the Manager High Needs in your reporting of the incidents.

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| Table 1A: Description of Serious and Significant Incidents | | |
| **Serious Incidents** | **Incident Category** | **Who must the Provider contact** |
| * Death of any Child or Young Person * Absconding where it is likely to result in danger or risk to the Child or Young Person or to the community * Any serious assault (violence and/or sexual) committed (or alleged to be committed) by a Child or Young Person * Any other serious offence committed (or alleged to be committed) by a Child or Young Person * Use or supply of class A drugs | **A** | Within one hour of any of these listed incidents occurring:   * The Police, and the Purchasing Agency via the Call Centre (0508 FAMILY) * The Regional Executive Manager, Manager High Needs and the Contract Manager * Complete an incident report form and email to the Purchasing Agency’s Regional Executive Manager, the Child or Young Persons Social Worker and the Contract Manager within 24 hours of event occurring. |
| * Attempted suicide * Allegations of assault against the Child or Young Person | **B** | * Reporting as Category A but do not include the Police |
| **Significant Incident** | **Incident Category** | **Who must the Provider contact** |
| * Inappropriate Sexual Behaviour * Suicide Ideation or self harm not requiring hospitalisation * Misuse of alcohol or drugs * Medical illnesses or conditions or injuries to a Young Person requiring hospitalisation * Serious damage to property caused by the Young Person * Any use of force by employees or caregivers * Hunger Strikes * Occasions that necessitate calling upon emergency services for assistance * Absconding not reported under serious incidents and any other absences without leave (either from school or placement) * Any incident referred to above likely to attract media attention (report within one hour) | **C** | Within 24 hours of event occurring:   * Report incident to the Child or Young Persons Purchasing Agency’s Social Worker * For absconding follow Table 3 Missing Child or Young Person process |
| * Incident Reported as part of Monthly Reporting to Contract Manager. * Exception is any incident that is likely to attract media attention this should be reported within one hour to: * Manager High Needs * Regional Executive Manager * Contract Manager |

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| Table 1B: Incident Reporting | |
| **The Role of the Purchasing Agency** | **Responsibility of the Provider and included in the Outcome Agreement Price** |
| The Purchasing Agency contact details for incident reporting are:   * the Purchasing Agency’s Social Worker for each Child or Young Person (whose contact details will be in the referral documentation and the Child or Young Person’s Individual Care Plan) * the Purchasing Agency’s Social Worker’s Supervisor, (whose contact details will be in the referral documentation) * the Purchasing Agency’s Regional Executive Manager (whose contact details have been provided to you by your Contract Manager) * the Contract Manager (whose contact details are in the Outcome Agreement). | The Provider will:   * nominate a person or People to be the contact for the Services in relation to incident reporting. A contact must be available to the Purchasing Agency 24 hours each day * ensure that incidents involving actual or potential harm to Children or Young People and staff members are investigated promptly, the results documented and reported to the Purchasing Agency without delay and in accordance with this Outcome Agreement * notify all of the individuals listed in table 1A of all significant incidents and in particular any that might compromise the Child or Young Person’s eligibility to remain in the Services within 24 hours of that significant event occurring. |

**Incident Reporting for Children or Young People Ordered to be Detained under Section 238(1)(d)**

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| Table 1AA: Description of Serious and Significant Incidents | | |
| **Serious Incidents** | **Incident Category** | **Who must the Provider contact** |
| * Death of any Child or Young Person * Absconding where it is likely to result in danger or risk to the Child or Young Person or to the community * Any serious assault (violence and/or sexual) committed (or alleged to be committed) by a Child or Young Person * Any other serious offence committed (or alleged to be committed) by a Child or Young Person * Use or supply of class A drugs * Loss of control | **A** | * Within one hour of any of these listed incidents occurring: * The Police, and the Purchasing Agency via the Call Centre (0508 FAMILY) * The General Manager Youth Justice Residential Services * The Regional Placement and Resources Co-ordinator * Complete an incident report form and email to the General Manager Youth Justice Residential Services and the Young Persons Social Worker and the Contract Manager within 24 hours of event occurring.   Police will issue a Warrant to Arrest any Child or Young Person who leaves the premises without a staff member. |
| * Attempted suicide * Attempted absconding * Allegations of assault against a Child or Young Person | **B** | * Reporting as Category A but do not include the Police |
| **Significant Incidents** | **Incident Category** | **Who must the Provider contact** |
| * Restraint / use of force causing injury * Injury to a Child or Young Person requiring offsite medical attention * Wilful / intentional damage to facility (over $500) | **C** | Within 24 hours of any of these listed incidents occurring:   * Complete an incident report form and email to the: * General Manager Youth Justice Residential Services * Regional Placement and Resources Co-ordinator, * Child or Young Persons Social Worker and * the Contract Manager |

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| Table 1BB: Incident Reporting | |
| **The Role of the Purchasing Agency** | **Responsibility of the Provider and included in the Outcome Agreement Price** |
| The Purchasing Agency’s contact details for incident reporting are:   * the Purchasing Agency’s Social Worker for each Child or Young Person (whose contact details will be in the referral documentation and the Child or Young Person’s Individual Care Plan) * the Purchasing Agency’s Social Worker’s Supervisor, (whose contact details will be in the referral documentation) * the Purchasing Agency’s General Manager, Youth Justice Residential Services and the Young Persons Social Worker * the Regional Placement and Resources Co-ordinator * the Contract Manager (whose contact details are in the Outcome Agreement). | The Provider will:   * nominate a person or people to be the contact for the Services in relation to incident reporting. A contact must be available to the Purchasing Agency 24 hours each day * ensure that incidents involving actual or potential harm to Children or Young People and staff members are investigated promptly, the results documented and reported to the Purchasing Agency without delay and in accordance with this Outcome Agreement * notify all of the individuals listed in table 1A of all significant incidents and in particular any that might compromise the Child or Young Person’s eligibility to remain in the Services within 24 hours of that significant event occurring. |

## Missing Child or Young Person

Definitions

Missing Child or Young Person: is any Child or Young person:

* whose whereabouts are unknown **and**
* there are genuine fears for the safety or concerns for the welfare of that person.
* Child or Young People will be considered missing until they are located and their wellbeing or otherwise is established.

Unauthorised absence: is when a Child or Young Person has run away from their home for a short period and then returns. In these instances their whereabouts is known or can be quickly established through contact with the Child or Young Person or by speaking to their family/whānau and/or friends.

Process

These processes apply to all Children and Young People in the custody of the Chief Executive of the Purchasing Agency.

When a Child or Young Person is placed with a section 396 approved care Provider the same definitions and processes apply with areas of responsibility set out in the table below. Information on the full process can be obtained from your Purchasing Agency’s Contract Manager.

It is important that there is good communication and planning between the Provider, the Purchasing Agency’s Social Worker and the Police. It is important that you do not leave voicemail messages for the Purchasing Agency’s staff regarding missing Children or Young People. If the Purchasing Agency’s Social Worker is unavailable then please contact the supervisor or call the Purchasing Agency and ask for the duty Social Worker or after hours a Social Worker at the National Contact Centre (0508 FAMILY).

*See next page for Table 2 Missing Child or Young Person*

| Table 2: Missing Child or Young Person | | |
| --- | --- | --- |
|  | **Action** | **Purchasing Agency and Provider Responsibilities** |
| 1 | Risk assessment completed to determine if the Child or Young Person is an unauthorised absence or a missing person and what response is required. | The initial assessment can be completed by the Provider or the Provider in consultation with the Purchasing Agency.  Business Hours: the Purchasing Agency’s Social Worker for Child or Young Person  After Hours: National Contact Centre. |
| 2 | Decision is made that the Child or Young Person is an unauthorised absence, a case note is recorded on CYRAS and the status is regularly reviewed. | The Provider to regularly liaise with the Purchasing Agency.  The Purchasing Agency’s Social Worker records and keeps updated the CYRAS record.  Business Hours: The Purchasing Agency’s Social Worker for Child or Young Person.  After Hours: National Contact Centre. |
| 3 | Decision is made that the Child or Young Person is missing. | The Provider in consultation with the Purchasing Agency.  Business Hours: The Purchasing Agency’s Social Worker for Child or Young Person  After Hours: National Contact Centre. |
| 3b | Urgent response required:  Call Police 111. Missing Person report (POL 67) is completed and emailed to missing\_persons@ot.govt.nz. | The Provider to call Police via 111 and then complete the Missing Person Report and email it to missing\_persons@ot.govt.nz, copying in the Purchasing Agency’s Social Worker for Child or Young Person.  If it is after hours also advising the National Contact Centre.  A photo should be included, where available. |
| 3b | Routine response required:  Missing Persons form is completed and emailed to:  missing\_persons@ot.govt.nz. | Provider to complete the Missing Person Report, and email it to missing\_persons@ot.govt.nz, copying in the Purchasing Agency’s Social Worker for Child or Young Person.  If it is after hours also advising the National Contact Centre.  A photo should be included, where available. |
| 4 | The Child or Young Person’s family/whānau are advised. | The Purchasing Agency to contact the family/whānau.  Business Hours: The Purchasing Agency’s Social Worker for Child or Young Person.  After Hours: National Contact Centre. |
| 5 | If the Child or Young Person is located and they are not being returned to their previous placement i.e. there is a change of placement. | The Purchasing Agency will advise/consult with the Provider.  Business Hours: The Purchasing Agency’s Social Worker for Child or Young Person  After Hours: National Contact Centre. |
| 6 | The ‘Missing Person Located’ form (POL 67a) is completed and emailed to:  missing\_persons@ot.govt.nz. | The Provider to complete the Missing Person Located form, and email it to missing\_persons@ot.govt.nz, copying in the Purchasing Agency’s Social Worker for Child or Young Person, and if it is after hours, advising the National Contact Centre. |
| 7 | The Child or Young Person is interviewed. | Discussion between The Purchasing Agency and the Provider as to purpose of the interview and who is most appropriate person to complete this. |
| 8 | If the Child or Young Person is a repeat missing person a review of their management is required. | Jointly by the Purchasing Agency and the Provider and including Police as appropriate. |

## 

## Complaints and Allegations against a Provider’s Caregivers

Complaints against Caregivers must be managed according to the Provider’s policies and procedures.

Providers of Shared Care will:

inform the Purchasing Agency immediately of any allegations of abuse made

co-operate fully with the Purchasing Agency to ensure the safety of Children or Young People and in any investigation into a report of concern

work co-operatively with the Purchasing Agency who will undertake a s17 investigation of the report of concern. This includes supporting the caregiver, suspending the caregiver if necessary and providing information as requested

carry out their own caregiver reassessment process and report the outcome of the reassessment back to the Purchasing Agency Social Worker, once Purchasing Agency has reported the outcome of the investigation to the Provider.

Allegations that a Caregiver has abused a Child or Young Person placed in her or his care must be investigated by the Purchasing Agency according to its policy on investigating allegations of abuse. For the full policy and flowchart, please consult your Purchasing Agency’s Contract Manager.

## Provider utilises a Purchasing Agency’s Family Home to provide the Shared Care Service:

Management and Maintenance of the Purchasing Agency’s Family Home

The Parties’ obligations for meeting the costs of any repairs or maintenance of the Purchasing Agency’s Family Home and equipment purchase and maintenance are set out in the table below.

Prior to the Provider taking over the Purchasing Agency’s Family Home the parties will jointly agree a complete inventory of the equipment in the Home, noting items age (where known) and brand.

When the Provider takes over the Purchasing Agency’s Family Home it should be in good order with tidy grounds and a clean and tidy house, all rubbish should be removed and carpets and floors left clean and all whiteware in working order (i.e. oven, dishwasher, washing machine and drier, fridge/freezer). The Provider is expected to leave the property in a similar state when they vacate either temporarily or permanently, unless their leaving is prompted by an emergency.

*See Expenditure Table below:*

| Expenditure Table | |
| --- | --- |
| Items is this table regarding expenditure are dictated by the Treasury and the Purchasing Agency rules and policy regarding capital expenditure and are subject to change, and the Provider accepts that when there is a change in these rules or policy, the table below will be amended accordingly. | |
| **Responsibility of Purchasing Agency** | **Responsibility of the Provider and included in the Outcome Agreement Price** |
| The Purchasing Agency will:   * ensure that each Purchasing Agency’s Family Home is fitted with an externally monitored intruder alarm and fire alarm system. Each home will also be fitted with an internally monitored bedroom alarm system designed to minimise the risk of inappropriate behaviour and absconding. * respond to any faults as promptly as reasonably possible * meet all its responsibilities under the Building Act 2004 * undertake and pay for any repairs required as a result of damage caused by Children or Young People while they are appropriately supervised and who are in the custody or guardianship of the Chief Executive. * maintain and repair each Purchasing Agency’s Family Home as necessary and appropriately, including fixtures and fittings. * be responsible for running costs including:  1. alarm monitoring 2. insurance 3. rates 4. power 5. water rates 6. lawn mowing 7. Building Act compliance costs 8. glazing  * replace equipment supplied by the Purchasing Agency including white ware, a lounge suite and dining suite. Equipment supplied by the Purchasing Agency will in general cost over $2000 (GST excl.) per item, and will have a useful life of greater than 5 years * remain responsible for all general building works and modifications (e.g. picture hanging, painting internally and externally, fence building, and renovations to dwelling) | The Provider will:   * manage, clean and operate each Purchasing Agency’s Family Home * not arrange, make or allow any alterations, modifications, additions to the Purchasing Agency’s Family Home (i.e. painting of walls, arranging own repairs for damage, hanging pictures or any other permanent alterations internally or externally) * ensure the Purchasing Agency provided phone number and phone line remains active for the home. * ensure the security system is operating as designed at all times * immediately report to the Purchasing Agency any loss of Family Home keys, damage, breakage or faults by phoning the faults and repair line 0800 349 481 * when reporting on the faults and repair line categorise the nature of the maintenance as either:  1. repair and maintenance 2. facility modification request or 3. equipment supplied by the Purchasing Agency purchase request  * repair, maintain or replace any Purchasing Agency’s Home equipment as appropriate and necessary. The replaced items should be like-for-like. The Purchasing Agency’s Family Home equipment includes but is not limited to furniture, dayroom resources, mattresses, pillows and bedding, crockery, kitchen equipment and appliances. * maintain equipment supplied by the Purchasing Agency and as necessary or when appropriate request the Purchasing Agency replace such equipment. i.e. fridge, freezer, washing machine/drier, oven and dishwasher. * should the home be damaged as a result of Children and Young People who are not adequately supervised, The Purchasing Agency will undertake the repairs and seek reimbursement from the Provider. |

## What are some of the key elements of the Service?

Shared Care Services include:

* social work and supervision
* Caregiver recruitment and training
* arranging and monitoring care
* providing reasonable needs.

## What activities does Shared Care focus on?

The Outcome Agreement Price in the Outcome Agreement for Care Services includes:

* all payments to Caregivers that are specified in the rates of payment determined by the Chief Executive pursuant to section 363(1) of the Oranga Tamariki Act 1989;
* all social work, caregiver recruitment, training, supervision and support of staff, care and individual needs of Children and Young Persons as set out in this Service Specification; and
* all payments under section 363(2) to meet the reasonable needs of Children and Young Persons.

The Provider agrees that it has no claim against the Chief Executive or the Crown for any additional payment under section 363 of the Oranga Tamariki Act 1989, with the exception of the Purchasing Agency’s annual adjustment to the caregiver rates.

In order to achieve the aims of this Service the Provider and the Purchasing Agency will focus on and carry out a number of actions and functions:

| Key Element 1: Social Work and Supervision | |
| --- | --- |
| **The Provider’s Responsibilities** | **Purchasing Agency’s Responsibilities** |
| * Receive and process the referral using the reports from the Purchasing Agency including the needs assessment, medical assessment and Individual Care Plan. * Identify and address the individual and cultural needs of the Child or Young Person. * Identify and manage the medical needs of the Child or Young Person. * Assign a social worker to meet with each Child and Young Person no less than every 28 days following placement, to ensure that each Child and Young Person is fully cared for and protected. * Prepare and develop a Care Placement Plan based on the Individual Care Plan as supplied by the Purchasing Agency for each Child and Young Person. * Liaise with the referring Purchasing Agency Social Worker, Caregivers and parents. * Co-operate with any access according to the Individual Care Plan or any Court Order. * Undertake the Caregiver assessment processes including police, health and referee checks, interview regarding suitability and capability to perform caregiving as detailed in the Provider policies and procedures. This includes assessment of other household members. * Ensure that the needs assessment, Individual Care Plan from the Purchasing Agency and Care Placement Plan are available to Caregivers on placement of the Child or Young Person, or do so within five Working Days. * Provide 24 hour back-up support to Caregivers. * Ensure that admission and discharge from care follow the Provider’s policies and procedures and are carried out co-operatively with the Purchasing Agency. * Review and evaluate cases of placement breakdown or threatened placement breakdown with Caregivers. * Work with the Child or Young Person’s, Caregivers and family of origin towards the planned outcomes. * Monitor and review the Care Placement Plan. * Maintain a record of Children and Young People’s history, including life story book for Child or Young Person. * Register ACC sensitive claim when required. * Support all parties to raise and resolve any complaints or disputes they may have regarding care and case management. * Ensure that professional and administrative supervision is provided to their social workers.   **Supervision of Young People Detained under section 238(1)(d):**  Twenty four hours / seven days per week staffing supervision in the home and off-site  Overnight supervision requirements may be met by a combination of alarms on doors and windows, and staff in the home who will respond if alarms are triggered  At least two suitably trained staff are required to transport Children and Young People to off-site appointments. All Children and Young People must be within sight of supervising staff and supervising staff must maintain line of sight of each other. | * Provide the Provider with details about the Child or Young Person that will enable the Provider to carry out an assessment to ensure that the placement is appropriate for the referral. The Child or Young Person’s details will include (without limitation and when known) the Child or Young Person’s: * age * ethnicity including Iwi affiliation if Māori * gender * medical background. * The Purchasing Agency will ensure that the Provider is informed of relevant health issues that may affect the care or behaviour of the Children and Young Person. If the Purchasing Agency is unable to attend a visit to an appropriately qualified medical practitioner the Purchasing Agency will provide the necessary authority/permission to enable the Provider to attend to this visit. The Purchasing Agency will reimburse the Provider all reasonable costs for obtaining the medical review and report, including: medical fees, transport and Provider staff time, in taking the Child and/or Young Person for the medical review or examination. Note: The CE does not have authority to consent to medical treatment except for very routine treatment such as the administration of panadol type pain relief and consent to a routine prescription from a doctor for antibiotics. A caregiver must inform the Doctor that they are not the parent and that they do not have the ability to consent to treatment or procedures if they are attending in the place of the Purchasing Agency. * Provider must provide copies of receipts before the Purchasing Agency will reimburse costs * behaviour issues * special needs * schooling and access arrangements * assessment information which may include Cage Kessler screen and wellbeing assessments for Young People the Purchasing Agency considers should be screened. * Provide the Provider with a copy of the Individual Care Plan for each Child and Young Person outlining the role of the Provider within three Working Days of placement. * Carry out all statutory Social Work relating to each Child and Young Person and their family/ whānau. * Provide the Provider with details of any Court orders in place together with details of any conditions or directions set by the Court, or by the Purchasing Agency’s Social Worker. |

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| Key Element 2: Caregiver Recruitment and Training | |
| **The Provider’s Responsibilities** | **Purchasing Agency’s Responsibilities** |
| * Have appropriate Caregiver recruitment processes. * Request information about the prospective caregiver applicant from the Purchasing Agency’s client management tool CYRAS send requests to NGO Caregiver Vetting Services, MSD HR Shared Services team, with the fully informed consent of the applicant using the Authority to Release Information form, which can be obtained you’re your Purchasing Agency’s Contract Manager. * Review a new Caregiver’s approval within the first six months of commencing and thereafter annually (includes review of on-going suitability and capability). * At least every three years the caregiver review should include: * police check (including family violence check) on the caregiver and household members age 17 years and older * CYRAS check on the caregiver and all household members aged 17 years and older * Medical check. * Provide Caregivers with induction training and ongoing professional development including training in Caregiver dynamics. * Select and prepare non-kin families as per the Oranga Tamariki Act 1989. * Have appropriate recruitment for non-kin placements in accordance with the individual needs of the Children and Young People. | * When requested by the Provider, the Purchasing Agency will provide information on potential Caregivers where Privacy and Official Information requests have been received with fully informed consent. |

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| Key Element 3: Care | |
| **The Provider’s Responsibilities** | **Purchasing Agency’s Responsibilities** |
| * Provide a safe living environment. * Provide basic food, clothing, shelter and management of routine health needs. * Ensure Children and Young People are actively occupied and supervised, including access to education as required under the Education Act 1989. * Ensure that Children and Young People’s daily programmes are compatible with their Individual Care Plan, Care Placement Plan and cultural needs. * Ensure the Caregiver’s home is managed according to systems, policies and procedures approved under section 396 of the Oranga Tamariki Act 1989. * Ensure 24 hour back up and adequate relief are available for Caregivers. * Ensure that support and supervision is provided to Caregivers. * Monitor the quality of care provided by the Caregivers. * Manage the administrative and human resource requirements of Caregivers. * Ensure Caregiver board payments and related allowances are made in full in a timely manner in accordance with accounting and legal requirements. * Ensure Caregivers are paid no less than the current rates determined by the Chief Executive of the Purchasing Agency under section 363 of the Oranga Tamariki Act 1989. * Where the Purchasing Agency pays a higher care allowance the Provider shall pay the Caregiver that rate. | * The Purchasing Agency will annually adjust rates of payment pursuant to section 363 of the Oranga Tamariki Act, and will advise the Provider. |

In regard to the reasonable needs for Children and Young People the Parties have the following responsibilities:

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| Key Element 4: Individual Needs of Children and Young People | | | |
| Shared Care Bednight Rate | | | |
| The bednight rate is made up of the board rate and Provider costs to have the service available. The board rate to be paid to caregivers is set by the Purchasing Agency at 1 April each year. Providers are expected to pay this to caregivers as a minimum. Linked to the board rate are the allowances also payable to Children and Young People in care. These are clothing, Christmas and birthday allowances and pocket money. Providers are informed in March each year of the new rates to apply from 1 April. | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency | Responsibility of the Provider and included in the Unit Price |
| * Set the board rate (which includes pocket money) * Set the rate for allowances e.g. clothing, birthday, Christmas. * Pay bednight rate to the Provider. * Pay relevant allowances to the Provider such as clothing, birthday or Christmas. | * Pay at least the set board rate to Caregivers. The board rate covers: * general board, e.g. heating, lighting, food, bedding * pocket money\* * personal items, such as toiletries, haircuts, minor stationery, non-prescription medicines * local day to day travel * daily activities. * Pay relevant set allowances to Caregivers. | * Set the board rate (which includes pocket money). * Set the rate for allowances e.g. clothing, birthday, Christmas. * Pay bednight rate to the Provider. * Pay relevant allowances to the Provider. | * Pay at least the set board rate to Caregivers. The board rate covers: * general board, e.g. heating, lighting, food, bedding * pocket money\* * personal items, such as toiletries, haircuts, minor stationery, non- prescription medicines * local day to day travel * daily activities. * Pay relevant set allowances to Caregivers. |

\*Pocket Money is not paid to Children or Young People detained under section 238(1)(d)

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| **Key Element 4 : Individual Needs of Children and Young People** | | | | | | |
| **Reasonable Clothing** | | | | | | |
| * The aim of the Purchasing Agency’s clothing policy that this section of Key Element 4 is based on, is to ensure that a Child or Young Person in care has adequate basic clothing (which is age, geographically and seasonally appropriate) for the period they are in care. Clothing includes school uniform and required school footwear. Clothing also includes a bag or suitcase required to move the Child or Young Person’s clothing and other possessions. Clothing does not include nappies. * Children and Young Persons in the care of the Provider have the right to be clothed to the same standard as Children placed with the Purchasing Agency’s caregivers. | | | | | | |
| **The First 56 Days** | | | | **Beyond 56 Days** | | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | | Responsibility of the Provider and included in the Unit Price | | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | | Responsibility of the Provider and included in the Unit Price |
| * Set the clothing policy. * Assess, with the Provider, the initial clothing needs of the Child or Young Person according to the Purchasing Agency’s clothing policy which can be obtained from your Purchasing Agency’s Contract Manager. * Make the clothing payment required to the Provider as a result of the assessment. * Supply items as per Individual Care Plan that are outside standard clothing requirements. * If required, initial school uniform and school footwear, (especially if a Child or Young Person changes school). | | * Assess, with the Purchasing Agency, the clothing needs of the Child or Young Person according to the Purchasing Agency clothing policy. * Directly, or via the Caregiver, purchase for the Child or Young Person the clothing required as the result of the assessment. * In consultation with the Purchasing Agency Social Worker, ensure that the Purchasing Agency’s set clothing rate is paid to Caregivers when the Child or Young Person is eligible. * Maintain school clothing and school footwear. | | * Set the clothing policy. * Supply items as per Individual Care Plan. * Fund the school uniform and school footwear where a change of school is required. The site Manager may fund school uniforms where a Child or Young Person is progressing from Primary to Intermediate School or from Intermediate to Secondary school. * Clothing allowance included in the bednight rate paid to the Provider. | | * Ensure that the Purchasing Agency set clothing rate is paid to Caregivers when the Child or Young Person is eligible. * Replace as required any school clothing and school footwear. |
| **Key Element 4 : Individual Needs of Children and Young People** | | | | | | |
| * Particular Requirements for Babies and Young Children * Special requirements include disposable nappies, baby formula and related items (e.g. bottles, teats, sterilising agents/equipment) and age appropriate equipment (e.g. cot, car seats). | | | | | | |
| **The First 56 Days** | | | **Beyond 56 Days** | | | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | | Responsibility of the Provider and included in the Unit Price | |
| Nappies   * Ensure that baby/toddler comes with a packet of disposable nappies on placement.   Baby formula and related items   * Provide initial baby formula on placement.   Age appropriate equipment for babies and Young Children on placement   * Ensure cot, high chair, stroller, car-seat are available to Caregivers if they do not already have them.   Repairing and replacing the equipment as is necessary.   * Supply items as per Individual Care Plan. | Nappies   * Meet on-going requirements.   Baby formula and related items   * Purchase post placement baby formula and replace related items as required.   Age appropriate equipment for babies and Young Children on placement   * Ensure equipment purchased by the Purchasing Agency follows the Child or is returned to the Purchasing Agency if no longer required by the Child. | | Nappies   * Nil.   Baby formula and related items   * Nil   Age appropriate equipment as baby/toddler ages during the placement   * Ensure that appropriate equipment is made available to Caregivers. Note: This does not include providing a bed, post cot.   Repairing and replacing the equipment as is necessary.   * Supply items listed in Individual Care Plan as required. | | Nappies   * Meet ongoing requirements.   Baby formula and related items   * Purchase baby formula and replace related items as required.   Age appropriate equipment for babies and Young Children on placement   * Ensure equipment purchased by the Purchasing Agency follows the Child or is returned to the Purchasing Agency if no longer required by the Child. | |

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| **Key Element 4 : Individual Needs of Children and Young People** | | | |
| **Special Requirements for Children and Young People** | | | |
| Special requirements include (1) dietary needs e.g. non-standard baby formula, gluten free products, diabetic diet, Halaal food, Kosher food and (2) special equipment i.e. equipment required to allow the Child or Young Person to fully participate in the life of the Caregiver’s family. It is expected that the Provider and Caregivers will have input into the Individual Care Plans of those Children and Young Persons who have been in care for more than 56 days, and that they will be informed of the content of the Child or Young Person’s existing Individual Care Plans soon after being placed with them. Special requirements for Children and Young Persons do not include school subject, sporting or recreational equipment which are covered elsewhere in this Key Element. | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| Special dietary requirements   * incurring significant extra cost as per Individual Care Plan. | Special dietary requirements   * where significant extra cost is not incurred. | Special dietary requirements   * incurring significant extra cost as per Individual Care Plan. | Special dietary requirements   * where significant extra cost is not incurred. |
| Special equipment needs   * as per Individual Care Plan. | Special equipment needs   * Nil. | Special equipment needs   * as per Individual Care Plan. | Special equipment needs   * Nil. |
| Other   * as per Individual Care Plan. | Other   * Nil. | Other   * as per Individual Care Plan. | Other   * Nil. |

| **Key Element 4 : Individual Needs of Children and Young People** | | | |
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| **Personal Allowances For Children And Young Persons** | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| Pocket money   * Set and publish rate. * Pay bednight rate to the Provider as this includes pocket money. | Pocket money   * Pay at least set board rate to Caregiver. * Ensure Caregiver pays pocket money to the Child or Young Person at the appropriate rate. | Pocket money   * Set and publish rate. * Pay bednight rate to the Provider as this includes pocket money. | Pocket money   * Pay at least set board rate to Caregiver. * Ensure Caregiver pays pocket money to the Child or Young Person at the appropriate rate. |
| Christmas Allowance   * Set and publish rate. * Pay rate on receipt of appropriate invoice for each Child or Young Person placed in their care 10 days or less before Christmas Day, or for whom the Provider is purchasing gifts. (For example: where a placement may end as Christmas or a birthday is approaching, and a caregiver considers it appropriate to buy a gift). | Christmas Allowance   * Pay Caregiver appropriate allowance and ensure Caregiver pays the allowance to, or purchases gifts for each Child or Young Person who has been in their care for more than 10 days before Christmas Day, or for whom they purchase gifts. | Christmas Allowance   * Set and publish rate. | Christmas Allowance   * Pay Caregiver appropriate allowance and ensure Caregiver pays the allowance to or purchases gifts for each Child or Young Person in their care on Christmas Day or for whom they purchase gifts. |
| Birthday Allowance   * Set and publish rate. * Pay rate on receipt of appropriate invoice for each Child or Young Person placed with the Provider within 7 days of their birthday. | Birthday Allowance   * Pay Caregiver appropriate allowance to pay to or purchase a gift(s) for the Child or Young Person and ensure Caregiver pays the allowance to or purchases a gift(s) for a Child or Young Person who has been in their care for more than 7 days before their birthday. | * Birthday Allowance * Set and publish rate. | * Birthday Allowance * Pay Caregiver appropriate allowance and ensure Caregiver pays the allowance to, or purchases a gift(s) for each Child or Young Person in their care. |

| **Key Element 4 : Individual Needs of Children and Young People** | | | |
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| **Educational Needs** | | | |
| * School uniforms including shoes, and new uniforms required by progression through school are covered by the reasonable clothing needs section. This section covers school related activities and activities during the time the Child or Young Person would normally be at school, and activities resulting from the Child or Young Person’s attendance at school. It does not cover non-school related needs. | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibilities of the Purchasing Agency and/or Child or Young Person’s Family/Whānau are: | Responsibilities of the Provider and included in the Unit Price are: | Responsibilities of the Purchasing Agency and/or Child or Young Person’s Family/Whānau are: | Responsibilities of the Provider and included in the Unit Price are: |
| * School fees * Subject fees * Exam fees * Books * Stationery * School bag * School camp fees * Following negotiation - travel to out-of-zone school (this includes a special/private school outside the school zone of the Caregiver) * Other educational needs as per Individual Care Plan * Expensive day trips. | * Inexpensive day trips (less than $20) * Small contributions for other school activities * Arranging and paying for travel to a school within Caregiver’s school zone. | * Costs above $50 for school subject fees * Exam fees * Equipment for school subjects as per Individual Care Plan * Setting up gear for secondary school sport * Cost above $150 of one school camp per year * Additional camp fees as per Individual Care Plan * Other educational needs as outlined in Individual Care Plan. These could include: * extra tuition including out-of-school tuition * school holiday camps/programmes * pre and after school care * expenses resulting from attendance at a special/private school. | * State and integrated school fees * Following negotiation with referring site – school fees for special and private schools, including pre-schools, equivalent to what would be paid at integrated schools * School subject fees up to $50 * Arranging and paying for travel to a school within Caregiver’s school zone * Books * Stationery * School trips (including sporting and cultural trips) * First $150 of one school camp per year * Regular school sport at primary, intermediate and secondary level * Maintenance of school sporting gear at secondary school level. |

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| **Key Element 4 : Individual Needs of Children and Young People** | | | |
| **Recreational Needs** | | | |
| The recreational needs covered in this section are non-school related. School related recreational needs e.g. sport are covered under educational needs. | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| * Payments to allow existing out-of-school recreational arrangements to continue as per Individual Care Plan. * Other out-of-school recreational needs as per Individual Care Plan. | * Travel to and from after school activities. | * As per Individual Care Plan. * These could include: * Initial fees and setting up costs for out-of-school: * music lessons * non-school sport * club or school sport at representative level * dance lessons * cultural activities. * Exceptionally expensive payments for out-of-school recreational activities. * The responsibility for the payment of costs, which may be shared, for continuing participation is to be agreed by the Purchasing Agency, Provider and family. | * Maintenance/ continuation of the fees and equipment for out-of-school recreational activities after the initial cost, as agreed in Individual Care Plan. |

| **Key Element 4 : Individual Needs of Children and Young People** | | | |
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| **Health Needs** | | | |
| The Purchasing Agency is to ensure that health information about the Child or Young Person is given to the Provider who is to pass it on to the Caregiver. | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| Medical, dental and optical:   * the cost above $100 per annum for routine medical and dental expenses * eye tests and spectacles * non-routine needs – e.g. emergency, specialist and/or as Individual Care Plan.   Ensure that Children and Young People in their care receive the state assistance to which they are entitled e.g. ACC payments and assistance, Pharmaceutical Subsidy Card and Disability Allowance, when eligible, usually only when under a Section 110(2)(b) order (not section 139 or 140) of the Oranga Tamariki Act 1989. | Medical, dental and optical:   * routine medical and dental expenses up to $100 per annum (these include prescription cost) * access free dental care for school age Children and Young People * access Primary Health Organisation or Child’s family doctor for medical care. | Medical, dental and optical:   * the cost above $100 per annum for routine medical and dental expenses * eye tests and spectacles * non-routine needs – e.g. emergency, specialist and/or as Individual Care Plan.   Ensure that Children and Young People in their care receive the state assistance to which they are entitled e.g. Subsidy for under 6 year olds, ACC payments and assistance, Pharmaceutical Subsidy Card and Disability Allowance, when eligible, usually only when under a Section 110(2)(b) order (not section 139 or 140) of the Oranga Tamariki Act 1989. | Medical, dental and optical:   * routine medical and dental expenses up to $100 per annum * access free dental care for school age Children and Young People * access Primary Health Organisation or Child’s family doctor for medical care. |
| Other health needs   * as per Individual Care Plan. | Other health needs   * Nil. | Other health needs   * as per Individual Care Plan. | Other health needs   * Nil. |
| Counselling   * payments to allow existing counselling arrangements to continue as per Individual Care Plan. | Counselling   * Nil. | Counselling   * as per Individual Care Plan. | Counselling   * only where the youth justice day-based programme includes this service. |

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| **Key Element 4 : Individual Needs of Children and Young People** | | | |
| **Access to Natural Family** | | | |
| There is to be negotiation between those involved to ensure that access works as well as possible for the Child and Young Person. This negotiation may involve:   * where the access to Natural Family takes place and * reimbursement when Providers, especially those with residential facilities, provide on-site access, especially when they supervise it.   The Inland Revenue Department (IRD) mileage rate can be found on <http://www.ird.govt.nz/business-income-tax/expenses/mileage-rates/emp-deductions-allowances-mileage.html> | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| * As per Individual Care Plan:   + organisation of access to natural family   + payment for supervised access unless the Provider otherwise reimbursed   + payment for travel to and from supervised access over 40 kms round trip at the current IRD mileage rate   + payment as negotiated when the Provider supplies the venue and/or the supervisor. | * As per Individual Care Plan:   + payment for travel to and from supervised access up to 40 kms round trip from home to destination and return by most direct route. | * As per Individual Care Plan:   + organisation of access to natural family   + payment for supervised access unless the Provider otherwise reimbursed   + payment for travel to and from supervised access over 40 kms round trip at the current IRD mileage rate   + payment as negotiated when the Provider supplies the venue and/or the supervisor. | * As per Individual Care Plan:   + payment for travel to and from supervised access up to 40 kms round trip from home to destination and return by most direct route. |

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| **Key Element 4 : Individual Needs of Children and Young People** | | | |
| **Social Worker Costs** | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| * Maintaining the Purchasing Agency contact with the Provider and Child or Young Person as part of supporting/ monitoring the placement. * Travel of more than 40 kms round trip involved in the Provider social work supervision of the placement covered by the Individual Care Plan, or as negotiated with the Provider. Reimbursement at the current IRD mileage rates. | * Supervision and training of own social workers. * Supervision of the placement. * Travel for round trips up to 40 km unless covered by the Individual Care Plan or negotiated with the Purchasing Agency. | * Maintaining Purchasing Agency contact with the Provider and Child or Young Person as part of supporting/ monitoring the placement. * Travel of more than 40 kms round trip involved in the Provider social work supervision of the placement covered by the Individual Care Plan, or as negotiated with the Provider. Reimbursement at the current IRD mileage rates. | * Supervision and training of own social workers. * Supervision of the placement. * Travel for round trips up to 40 km unless covered by the Individual Care Plan or negotiated with the Purchasing Agency. |

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| **Key Element 4 : Individual Needs of Children and Young People** | | | |
| **Administrative Expenses** | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| * Nil. | * Organisational administrative overheads * Case related costs. | * Nil. | * Organisational administrative overheads * Case related costs. |

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| **Key Element 4 : Individual Needs of Children and Young People** | | | |
| **Extraordinary/Other Expenses** | | | |
| **The First 56 Days** | | **Beyond 56 Days** | |
| Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price | Responsibility of the Purchasing Agency and/or Child or Young Person’s Family/Whānau | Responsibility of the Provider and included in the Unit Price |
| * Extraordinary/ other expenses as agreed by the Purchasing Agency site manager or family on a case by case basis. | * Nil. | * Extraordinary/ other expenses as agreed by the Purchasing Agency site manager or family on a case by case basis. | * Nil. |

# RECONCILIATION

Both Parties acknowledge that the number of 24 hour periods specified in the Outcome Agreement is the best estimate of the level of need for the Service at the time the Outcome Agreement was entered into.

The Provider is under no obligation to provide the Service for more 24 hour periods than the number specified in the Outcome Agreement.

If the Provider, in response to a request from the Purchasing Agency, provides more 24 hour periods than the number specified in the Outcome Agreement, the Purchasing Agency will pay the Provider the Unit Rate for each additional 24 hour period.

Where in any three month period the actual number of 24 hour periods delivered is less than those specified in the Outcome Agreement due to there being less demand for placement with the Provider, then the Purchasing Agency may reduce the payment for any subsequent three month period after negotiation with the Provider. In negotiating the reduction of the payment the Purchasing Agency will consider:

the amount that would have been paid to Caregivers according to the rates determined by the Chief Executive under section 363 of the Oranga Tamariki Act 1989; and/or

after taking into account reasonable expenses incurred by the Provider in ensuring that it has beds available to provide the estimated number of 24 hour periods as specified in the Outcome Agreement.

If the Provider has declined a Child or Young Person referred to the Service it shall provide to the Purchasing Agency the reasons, in writing, justifying refusal.

If the Provider unreasonably declines referrals of Children or Young People to the Service, resulting in the actual number of 24 hour periods delivered in a three month period being less than that set out in the Outcome Agreement then the Purchasing Agency, following discussions with the Provider, may reduce the payment(s) for the subsequent three month period(s). In such circumstances, the subsequent payment(s) may be reduced by the Unit Rate for each of the 24 hour periods contained in the Outcome Agreement for which the Provider has not provided the Service.

If a Child or Young Person absconds from a placement the Provider may record the usage as either three 24 hour periods or the actual number of 24 hour periods that the Child or Young Person absconded for, whichever is less, for holding the placement open.

Where a Child or Young Person has regular nights away from the Provider (placement as indicated in her or his Individual Care Plan), the Purchasing Agency may negotiate for a reduced number of 24 hour periods to be counted overall*.* This can include overnight camps for more than five days, school holidays and overnight stays with family/whānau.

# REPORTING

## What reports are required by the Purchasing Agency?

Reporting is necessary to meet contractual obligations and ensure accountability to Government for the funding provided under the Outcome Agreement.

The following reports must be completed and sent to the Purchasing Agency’s Contract Manager.

## Monthly Service Reports

The Provider agrees to complete a monthly Service report as set out in Appendix One. A copy will also be made available to the Provider electronically. This Report will be sent to the Purchasing Agency, within five Working Days of the start of the month following the month in which the service was supplied.

## Incident Reporting

The Provider agrees to complete a monthly Incident report as set out in Appendix Two. This report will be sent to the Purchasing Agency, within five Working Days of the start of the month following the month in which the Service was supplied.

## Financial Reports

The Provider is required to present independently audited annual financial statements as part of the on-going Approval / Accreditation process. These annual financial statements must show:

the money received under the Outcome Agreement as a separate income item

the money received under the Outcome Agreement has been expended in the provision of the Service.

## Meetings

The Provider and the Co-ordinator will meet monthly to discuss all aspects of the service. The Purchasing Agency’s Contract Manager will also attend these meetings at least quarterly so that matters relating to the Outcome Agreement, these Service Specifications and any other relevant operational matters will be managed appropriately. Additional people such as the Social Worker for the Child or Young Person may be invited as necessary.

## Family Services Directory

Through the term of the Outcome Agreement with the Purchasing Agency, Providers must ensure that their organisation is listed on the Ministry of Social Development’s Family Services Directory and that necessary information is updated when required. <https://www.familyservices.govt.nz/directory/>

# DEFINITIONS

In these service specifications, unless the context requires otherwise, words or phrases beginning with capital letters are defined as follows:

* “Accreditation” - The Social Services Accreditation team ensures that providers have the capability and capacity to deliver quality social services to communities. This is achieved by ensuring providers meet a consistent set of standards that meet legislative and policy requirements. ‘Accreditation’ and ‘Approval’ (as stipulated under the Oranga Tamariki Act 1989) are synonymous and may be used interchangeably;

“Care Placement Plan” means a plan developed by the Provider (which is based on the Individual Care Plan) that details the needs of each Child and Young Person in care and how these needs are to be met;

“Caregiver” means a person trained by the Provider to provide the caregiving services for a Child or Young Person placed in their care for and on behalf of the Provider, and “Caregivers” has a corresponding meaning;

“Chief Executive” means the Chief Executive of the Purchasing Agency

“Child” and “Young Person” derive their meanings from the Oranga Tamariki Act 1989, and “Children” and “Young People” shall be construed accordingly;

“Family Home” means the Purchasing Agency’s property which the Provider is occupying to deliver this Service;

“Individual Care Plan” means a plan developed by the Purchasing Agency which includes an analysis of the assessed needs of the Child or Young Person and their family/whānau, the planned outcomes, the interventions and strategies used to implement the plan, and the timeline required to achieve the outcomes;

“Purchasing Agency site Manager” means the manager responsible for the budget and the Purchasing Agency Social Workers in a given geographic location;

“Purchasing Agency site Office” means the local operations site of Oranga Tamariki—Ministry for Children and Site has the same meaning;

“The Purchasing Agency’s Social Worker” means a person employed by the Purchasing Agency under Part 5 of the State Sector Act 1988 as a social worker;

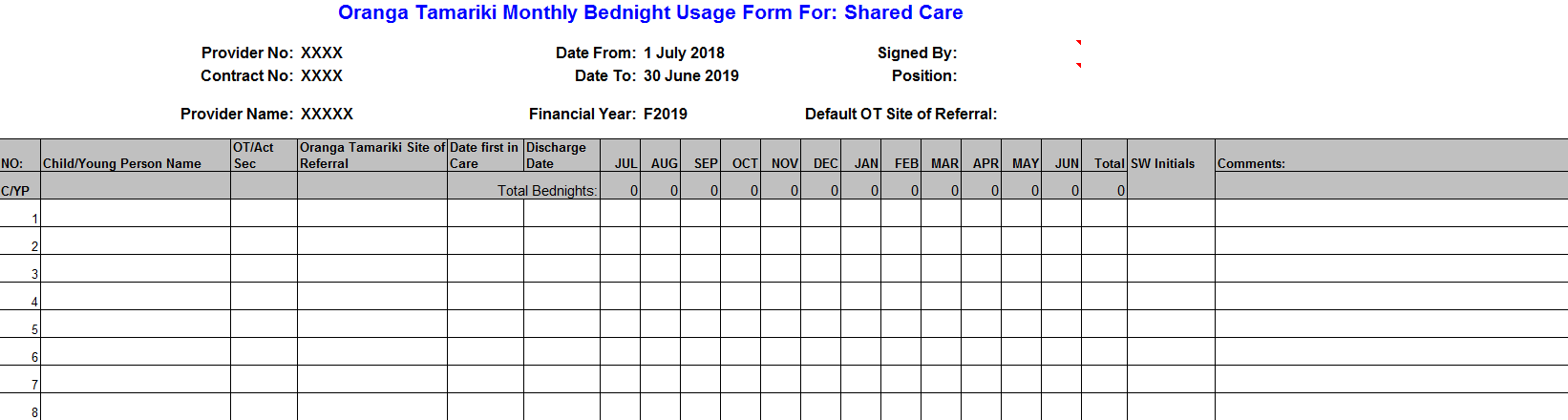
“Provider” means the party given in point 2 under Parties to the Outcome Agreement;

“Shared Care Service” means the service as described in these Shared Care Service Specifications; and

“Unit price” means the rate per 24 hour period for Shared Care Services as specified the Outcome Agreement.

# APPENDIX ONE:

## Oranga Tamariki—Ministry for Children Monthly Bednights Usage Form



# APPENDIX TWO

## Monthly Incident Reporting

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Provider Name: | | | **MONTHLY**: (e.g.1 July 2017 to 31 July 2017) | |
| Name of Child or Young Person | Date | Significant or Serious Incidents as defined in Figure 2-Describe incident | Describe Mitigation strategies which are being implemented to prevent recurrence of incident | Other relevant information |
| John Doe | 12 May 2014 | Serious – assaulted caregiver when not allowed to go out at night. Caregiver required hospital visit and stitches. | Removed to the Purchasing Agency’s residence | Contacted social worker and Police called |
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# APPENDIX THREE

## Provider Feedback

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| **Provider Feedback Form** | | |
| **Please email to your Purchasing Agency’s Contract Manager** | | |
| **Name of service** |  | |
| **Summary of, and reasons for, suggested change** |  | |
| Topic | Reference (section/page) | Suggested change/description |
|  |  |  |
| Contact name: | | Position: |
| Provider name: | | |
| Provider email: | | |
| Provider phone: | | Date submitted: |