



**MINISTRY OF SOCIAL
DEVELOPMENT**

TE MANATŪ WHAKAHIATO ORA

- 5 DEC 2016

On 12 August 2016 you emailed the Ministry requesting, under the Official Information Act 1982, the following information:

- *All documents relating to the approval of the Otago Legionnaires Academy pursuant to section 396 of the Children, Young Persons Family Act 1989.*
- *All correspondence, incident reports, notification, intakes or any other documents recording concerns about the effectiveness of the programme complaints about the Otago Legionnaires Academy.*
- *All documents relating to any inquiries, investigations or reports by CYFS to complaints about the Otago Legionnaires Academy, including draft correspondence and documents.*
- *All documents relating to the removal of children in CYFS care from the Otago Legionnaires Academy.*
- *All correspondence subsequent to the removal of children from the Otago Legionnaires Academy between Dan Davis, CYFS or any other person.*

The Ministry has decided to grant your request in part, namely information which relates to the approval of the Otago Legionnaires Academy to provide a service to the Department of Social Welfare.

The Otago Legionnaires Academy agreed to provide services on behalf of the Department of Social Welfare. In June 1991, a contract was signed and services commenced. The contract identified terms and expectations of the provider, including the requirement to maintain an Approval under section 403 of the Children, Young Persons and Their Families Act 1989.

In October 1991, a letter written by the Department of Social Welfare identified concerns about the provider's performance. The concerns specifically related to lack of communication, access to and maintenance of client records, lack of programme development, possible financial mismanagement, and intake processes for a young person and their families.

A management meeting was requested with the provider and they were asked to provide information on the concerns. The provider was advised that failure to address these matters would result in termination of their Approval.

Enclosed are the following two documents that the Ministry has identified as in scope of your request:

- '*Contract for Services*' dated 5 June 1991.
- Letter from Social Welfare dated 2 October 1991.

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

Your request for correspondence and documents pertaining to the incidents, notifications, complaints and the removal of children from the Otago Legionnaires Academy is refused under section 18(f) of the Official Information Act. The greater public interest is in the effective and efficient administration of the public service.

The letter dated 2 October 1991, outlines the poor record keeping of the Academy and notes the difficulty of being able to locate and collate this information in such a way that would be robust and correct.

I have considered whether the Ministry would be able to respond to your request given extra time, or the ability to charge for the information requested. I have concluded that, in either case, the Ministry's ability to undertake its work would still be prejudiced.

Children were referred to the Academy by a variety of sources, including Whānau, Police and the Department of Social Welfare. As such, Ministry staff would need to review the file of every young person who attended the academy to determine the origin of the referral. The letter, dated 2 October 1991, highlights the lack of the reporting and management at the Academy. It would not be known if the Academy did or did not record the details of each young person who attended and the final outcome.

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

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

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

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

You have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Murray Edridge', written in a cursive style.

Murray Edridge
Deputy Chief Executive, Child, Youth and Family

Section 9(2)(a) Privacy of Natural Persons

New Zealand Legionnaires Academy
58 Dawson Road
OTARA

Dear Mr [s 9(2)(a)]

The contract with the Department of Social Welfare has now been in force for over three months and there are a number of issues of concern which [s 9(2)(a)] has raised with you on the telephone as well as others that have arisen out of our review of the contract and letter of grant. I now find it necessary to write and formally raise these issues as follows:

1. To date, no advise^e has been received of any management meetings being held nor has our representative been informed of any happening.
2. Despite requests, our liaison person has not been shown the discipline book^{which was} agreed to be kept and open to inspection.
3. There appears to be ~~is~~ no evidence of programme development or appointment of staff to develop the programme as agreed to in the letter of grant. In fact, it appears that this money has been used to pay outstanding commitments beyond those agreed in the meeting of 23 May 1991 prior to the signing of the contract and letter of grant. Please refer to the Manukau Courier article dated 28 August 1991.
4. Other monies provided for the enclosing of the outside quarters and for bedding do not appear to have been used for that purpose to date..
5. In the case of [s 9(2)(a)] you accepted his admission to the Academy knowing it to be in breach of the agreement. Despite the fact that Department of Social Welfare staff misinterpreted the circular memorandum you proceeded with the arrangement which was negotiated with the Papakura office. While I do not condone that our staff have been mis-informed on the terms of the placements with the Legionnaires, it is also your responsibility to adhere to the terms of the Contract.
6. Families and others do not have ready access to the Academy premises. Therefore, it is impossible to be working with families to achieve family responsibility and contact.

In the light of these concerns, I request the following be remedied within 30 working days of the date of this letter.

- (1) An immediate management meeting.
- (2) Production of the discipline book to s 9(2)(a)
- (3) Production of evidence that the \$13,000 of the \$20,000 grant has been spent to employ a salaried worker to undertake the tasks outlined in the appendix to the agreement for grant of funds dated 4 June 1991.
- (4) Evidence that a start has been made on the renovations and the purchase of bedding. This evidence to include receipts for the goods and services purchased.
- (5) That the New Zealand Legionaires Academy signs the attached letter, addressed to s 9(2)(a) stating that s 9(2)(a) was placed with the Academy whilst released on bail and that this placement was in breach of the Contract.

I look forward to these matters being addressed within the next 30 days and advise failure to do so will mean that the approval of the Academy as a community service signed by the Director, Otara on 5 June 1991 will be terminated without further notice.

Yours faithfully

s 9(2)(a)

Director

CONTRACT FOR SERVICES
(SECTION 407 CHILDREN, YOUNG PERSONS AND THEIR FAMILIES ACT 1989)

AGREEMENT dated the 5th day of June 1991

BETWEEN HER MAJESTY THE QUEEN acting through the Director-General of Social Welfare (called "the Department")

AND NEW ZEALAND LEGIONNAIRES ACADEMY, a Board duly incorporated under the Charitable Trusts Act 1957 (called "the Contractor")

WHEREAS the Contractor has been approved as a Community Service under Section 403 Children, Young Persons and Their Families Act 1989

AND WHEREAS the Contractor has received and accepted the procedures described in Schedule "A" to this Agreement (called "the Procedures") as a basis for operating as a Community Service under Section 403 Children, Young Persons and Their Families Act 1989.

NOW THEREFORE IT IS AGREED as follows:

APPOINTMENT

1. The Department retains the Contractor to provide the services described in Schedule "B" to this Agreement (called "the Services").

TERM

2. The Contractor will provide the Services during a six month period commencing on the date hereof (called "the Term").

PAYMENT

3. The Department will pay the Contractor for the Services in the manner provided in Schedule "C" to this Agreement.

OPERATIONAL PROCEDURES

4. The Contractor will at all times during the term hereof comply in all respects with the Procedures.

RECORDS

5. In connection with the provision of the Services the Contractor will maintain the following records:
- a) Daily participation records of consumers receiving or to receive service (called "the recipients");
 - b) Individual or service plans for the recipients;
 - c) A service plan for the service being provided;
 - d) A philosophy and governance policies set by its Board of Management/Board of Trustees.

and the Department shall have free access at all reasonable times to such records.

ACCOUNTS

6. The Contractor will keep accurate accounts and records of all income and expenditure relating to this Agreement and will provide financial statements and audited financial reports to the Department no later than the last day of the Term.

INDEPENDENT CONTRACTOR

7. The Contractor will be an independent contractor and not the employee or agent of the Department and the employees or voluntary workers of the Contractor will not be the employees of the Department.

EMPLOYEES

8. In respect of any person employed by the Contractor for the purpose of this Agreement the Contractor undertakes to act as a responsible employer and to ensure:

- a) That no job applicant or employee or voluntary worker suffers discrimination on the grounds of sex, race or marital status in relation to pay and conditions of employment; and
- b) That the Contractor fulfils all obligations of its In-House Agreement; and
- c) That any employee or voluntary worker will at all times during the term hereof comply in all respects with the Procedures.



ASSIGNMENT AND SUB-CONTRACTING

9. The Contractor will not without the written consent of the Department assign any rights of the Contractor under this Agreement.
10. It is agreed that the Contractor may enter into agreements with other persons or organisations for provision of services outside the scope of the Agreement provided that:
 - a) The Contractor discharges its obligations under this Agreement; and that
 - b) Such services are in no way subsidised by funds provided by the Department under this Agreement; and that
 - c) Such services do not conflict with the Contractor's obligations under this Agreement.
11. The Contractor will not during the term of this Agreement dispose of any furniture or equipment purchased with funds supplied by the Department without the prior consent of the Department and the Department may as a condition of its consent require the Contractor to repay to the Department the market value of any such furniture or equipment.

CONFIDENTIALITY

12. Both the Contractor and the Department will observe requirements as to client confidentiality.

EVALUATION

13. The Department will carry out an ongoing evaluation of the Services and in connection with the evaluation:
 - a) The Contractor will comply with reasonable requests from the Department to have access to records, to observe staff training, to accompany staff as observers and to interview recipients; and
 - b) The Contractor will co-operate with the Department in reaching agreement on ways to improve or to remedy deficiencies in the Services; and
 - c) Not less than 30 days before the expiry of the term the Department will provide the Contractor with an evaluation report.

OFFICIAL INFORMATION ACT

TERMINATION

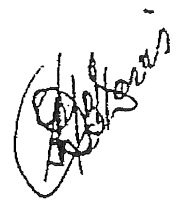
14. If the Contractor fails to comply with any provisions of this Agreement or if the standard of the Services falls below the level considered by the Department to be acceptable the Department shall give written notice to the Contractor requiring it to remedy the breach within 30 days and if the Contractor fails to do so the Department may terminate this Agreement without further notice.

RENEWAL

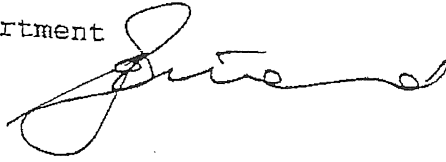
15. This Agreement may be extended in writing at the option of the Department for a further term provided that the Department is satisfied that:
- a) The Procedures have been adhered to and complied with the satisfaction of the Department; and
 - b) The Contractor has established systems and practice guidelines acceptable to the Department for continued approval of the Contractor under Section 403 Children, Young Persons and Their Families Act 1989.

REPORTING

16. The Contractor will provide to the Department at the expiration of every placement under this Agreement with the Contractor of any young person a written report detailing for the period of such placement:
- a) The number, outcomes and material facts of grievance procedures invoked by or in respect of the young person;
 - b) The number, nature, outcomes and material facts of disciplinary actions taken by the Contractor in respect of any young person, together with details from the contractor's disciplinary procedure register;
 - c) The extent to which the young person responded to the placement and any concerns the Contractor had in respect of the placement.

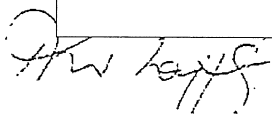


SIGNED on behalf of the Department
by



under delegated authority

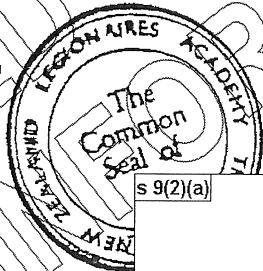
in the presence of: Section 9(2)(a) Privacy of Natural Persons

Witness: 

Address: *Department of Social Welfare*

Occupation: *Social Services Manager*

The Common Seal of NEW ZEALAND
LEIONNAIRES ACADEMY was
affixed in the presence of:



s 9(2)(a)

s 9(2)(a)

s 9(2)(a)

RELEASED UNDER THE OFFICIAL INFORMATION ACT

SCHEDULE "A"

THE PROCEDURES TO BE IMPLEMENTED BY THE NEW ZEALAND LEGIONNAIRES ACADEMY UNDER SECTION 403 OF THE CHILDREN, YOUNG PERSONS, AND THEIR FAMILIES ACT

A. REFERRAL PROCESS

1. Referrals to the New Zealand Legionnaires Academy will be restricted to only those young persons who:
 - (a) are aged 14 years plus;
 - (b) have committed indictable or purely indictable offences, (such offences to include sexual violation, rape, aggravated robbery, aggravated assault, murder, manslaughter and violent offences) which are likely to result in the making of a Supervision with Residence Order, Correctional Training or Prison; and
 - (c) reside within the Department's Northern Operations Area boundary (Kaitiaki to South Auckland); and
 - (d) are to be sentenced in respect of the offences and in respect of whom
 - (i) a Family Group Conference has recommended that the Youth Court makes a Supervision with Activity Order, under supervision of the Director-General of Social Welfare; and
 - (ii) a Family Group Conference has recommended that the first two months of the period of the Order shall be at the New Zealand Legionnaires Academy; and
 - (iii) the young person and his or her parents have consented in writing to the placement of that young person at the New Zealand Legionnaires Academy; and
 - (iv) the Youth Court has made a Supervision with Activity Order.

B. GRIEVANCE PROCEDURES

1. Each young person will have an induction into the programme. The induction will include the young person being advised orally and in writing of the following:
 - (a) how long they will be in the programme (2 months maximum);
 - (b) the reasons for them being placed with the Academy;
 - (c) the rules established at the Academy and what is expected of them in regard to the rules;

Am. N. 111

- (d) the consequences for failure to abide by the rules;
- (e) the existence of a visiting Grievance Panel, how oft the Panel will visit the programme, who they are, h they can be contacted and what the function of t. Panel is; and
- (f) what the procedures are for a young person if they ha a legitimate complaint.

2. A Grievance Panel of three members will be established Representation will be one person each from the Academy and the Department of Social Welfare. The third person will be a community representative, preferably someone involved in community youth work. The panel will:

- (a) visit the Academy base regularly as negotiated with the Director-General of Social Welfare;
- (b) make themselves available and accessible to the young persons in the programme;
- (c) talk with the young persons; and
- (d) provide a report on a monthly basis, copies of which will be forwarded to the Board of Trustees, Management Committee and Department of Social Welfare's Otago Directorate.

3. If a young person's grievance is a complaint of an illegal act (violence or assault, drugs, abuse, etc) the procedure is that the young person can report the grievance to the panel or one of the panel. The panel will:

report the grievance to the Board of Trustees.

the Board of Trustees will report it to the Police, and if necessary, suspend the staff person until the enquiry is completed. If the complaint is against another young person placed with the Academy, the young person may have to be temporarily placed with the Department of Social Welfare.

If the complaint is proved, the Trust will dismiss the offender (if staff) and seek cancellation through the Department of the Youth Court Order (if young person).

C. DISCIPLINE PROCEDURES FOR YOUNG PEOPLE

1. Discipline of young persons will centre around the loss of privileges as follows :

- (a) loss of TV privileges
- (b) loss of smoking privileges
- (c) loss of gym facilities
- (d) loss of store privileges
- (e) loss of any other that may be deemed a privilege

2. Additional disciplinary methods include :

- (a) extra duties (outdoor)
- (b) extra duties (indoor)
- (c) grounded from Friday evening disco
- (d) run of 4 laps of base perimeter.

3. Each young person who is disciplined for misdemeanours or unacceptable behaviour will need to have the duration of loss of privilege or 'grounding' specified.

4. A register will be maintained, with entries made whenever a sanction is to be imposed on a young person. Details to be noted in the register are the sanction, duration, outcome and who is responsible for supervising the young person being sanctioned. The register is to be made available on request to the Department of Social Welfare Social Worker responsible for liaison and monitoring, and the Management Committee, Board of Trustees and Grievance panel.

PROGRAMME OUTLINE

1. The programme outline is to be developed during the six month period from the date on which the New Zealand Legionnaires Academy entered into an Agreement to Grant of Funds with the Department of Social Welfare. The format will specify the Activities, Objectives and Measures of Success as per the example below.

ACTIVITIES

OBJECTIVES

MEASURES

Drill Instruction

- self discipline improved co-ordinated
- fitness reduction in the need
- team work for supervision

Home Craft

- increased cleanliness

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

SCHEDULE "B"

THE SERVICES

The Department contracts with New Zealand Legionnaires Academy for the supply of the following services:

Supervision under the Contractor's Programme for a period of not longer than two months from admission of any young person referred to the Academy by the Department in accordance with:

- a) The plan submitted to the Youth Court in respect of that young person;
- b) The terms and conditions of the order made by the Youth Court in respect of that young person;
- c) The Procedures described in Schedule "A" of the Contract for Services in respect hereof.

RELEASED UNDER THE OFFICIAL INFORMATION ACT

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SCHEDULE "C"

PAYMENT

- 1 The Department will pay the Contractor in respect of each young person referred to the Contractor hereunder for the period that the young person remains with the Contractor in terms of the Agreement:
 - a) a sum equivalent to the Department of Social Welfare's subsisting standard foster care board allowance; and
 - b) such extraordinary expenses as are approved by the Department in respect of each young person prior to the expenses being incurred.

- 2 Payment will be made on receipt of a monthly invoice submitted by the Contractor, and will be made on the twentieth day of the month following receipt of any such invoice.

RELEASED UNDER THE ACT
OFFICIAL INFORMATION ACT

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AGREEMENT FOR GRANT OF FUNDS

AGREEMENT dated the 5th day of June 1991

BETWEEN HER MAJESTY THE QUEEN acting through the Director-General of Social Welfare (called 'the Department')

AND NEW ZEALAND LEGIONNAIRES ACADEMY

a Board duly incorporated under the Charitable Trusts Act 1957 (called 'the Service Provider')

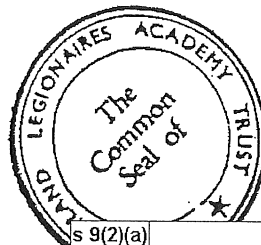
IT IS AGREED that the Department agrees to pay to the Service Provider in pursuance of Section 406 Children, Young Persons and Their Families Act 1989, the sum of \$20,000.00 (called 'the funds') in respect of a period of six months commencing on the date hereof on the following conditions:

1. THE Service Provider undertakes to expend the funds in strict compliance with the terms of the plan annexed hereto (called 'the Plan');
2. THE Service Provider undertakes to provide the Department no later than six months from the date hereof with a full financial report in respect of expenditure of the funds;
3. THE Service Provider undertakes to provide the Department on the Department's request with full statistical data in respect of the expenditure of the funds and the results of such expenditure and generally to liaise with the Department as may be necessary;
4. THE Service Provider agrees to refund any unexpended part of the funds in the event that and as soon as the Service Provider ceases to expend the funds in terms of the Plan.

SIGNED by Her Majesty The Queen through the Director-General of Social Welfare by : under delegated authority.

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The Common Seal of NEW ZEALAND LEGIONNAIRES ACADEMY was affixed in the presence of :



s 9(2)(a)

s 9(2)(a)

[Handwritten signature]
R. H. [unclear]
1991

THE PLAN

- 1 The Department of Social Welfare is to provide a one-off grant to assist the New Zealand Legionnaires Academy to develop a programme to become fully operational as a Community Service under Section 403, Children Young Persons and Their Families Act 1989 (referred to as 'the Programme').
- 2 The New Zealand Legionnaires Academy is to utilise the grant to employ a salaried worker for six months to:
 - a) develop the Programme with appropriate systems including monitoring and information procedures that will set practice standards for the New Zealand Legionnaires Academy and which are acceptable to the Department of Social Welfare; and
 - b) establish practice guidelines for the New Zealand Legionnaires Academy when are acceptable to the Department of Social Welfare for continued operation under Section 403 of the Children, Young Persons and Their Families Act 1989.
- 3 The New Zealand Legionnaires Academy when developing the Programme is to observe and comply with the understandings reached with the Department of Social Welfare as particularly set out in the Contract for Services entered into by the New Zealand Legionnaires Academy and the Department of Social Welfare on the date hereof.
- 4 The New Zealand Legionnaires Academy is to ensure that appropriate steps are taken to involve the Department of Social Welfare in the development, implementation and oversight of the Programme by regular liaison with the designated officer from the Otago Directorate of the Department of Social Welfare.
- 5 The New Zealand Legionnaires Academy is to provide the Department of Social Welfare on expiration of the six month period for which the grant is made with a completed copy of the Programme and any systems, procedures and guidelines.
- 6 The New Zealand Legionnaires Academy will use the funding in accordance with the Letter of Grant.

BA
M. J. H. 1/1

APPROVAL UNDER SECTION 403

CHILDREN, YOUNG PERSONS AND THEIR FAMILIES ACT 1989

The Director-General of Social Welfare on application of the New Zealand Legionnaires Academy hereby approves the New Zealand Legionnaires Academy as a Community Service for the purposes of the Children, Young Persons and Their Families Act 1989.

Approval is subject to the following limitations:

- 1 Approval is strictly limited to the terms of the Procedures annexed to the Contract for Services entered into by the Director-General and the New Zealand Legionnaires Academy on the date hereof.
2. Approval is limited to a period of six months as from the date hereof but may be extended if:
 - a) The limitations and conditions stated herein have been observed and complied with to the satisfaction of the Director-General; and
 - b) The terms of the Contract for Services entered into by the Director-General and the New Zealand Legionnaires Academy on the date hereof have been observed and complied with to the satisfaction of the Director-General; and
 - c) The terms of the Agreement for Grant of Funds entered into by the Director-General and the New Zealand Legionnaires Academy on the date hereof have been observed and complied with to the satisfaction of the Director-General.
3. Approval is limited to referrals by the Director-General of Social Welfare in terms of the Procedures referred to in paragraph 1 hereof, and in particular the Referral Process outlined in the Procedures.

Approval is subject to the following conditions:

1. A senior officer of the Otago Directorate of the Department of Social Welfare shall during the continuation of the approval be a full member of the Management Committee of the New Zealand Legionnaires Academy and be given the same rights, duties and privileges and be treated in all respects the same as any other member of the Management Committee.

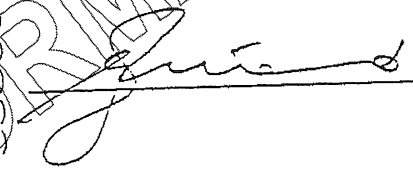
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2. Such senior officer shall at the time hereof be s 9(2)(a) but will be a person appointed from time to time for that purpose by the Director of the Otago Directorate.
3. The New Zealand Legionnaires Academy as a Community Service is to operate in accordance with the objects and principles of the Children, Young Persons and Their Families Act 1989, and in particular with Section 4 of that Act.
4. Nothing in this approval or in the said Contract for Services or the said Agreement for Grant of Funds shall entitle the New Zealand Legionnaires Academy or any representative of the Academy to be present at any Family Group Conference.

DATED the 5th day of June 1991

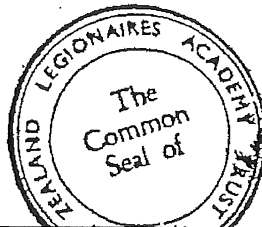
APPROVED by

for the Director-General
of Social Welfare
under delegated authority



The NEW ZEALAND LEGIONNAIRES ACADEMY accepts the limitations and conditions described and contained herein.

The Common Seal of
New Zealand Legionnaires Academy
was affixed in the presence of:



s 9(2)(a)

s 9(2)(a)

R S A.
10/10/91
14/5/91