

Framework Terms and Conditions

Introduction

These Framework Terms and Conditions form part of the contract to allow one or more Purchasing Agencies to purchase outcome-focussed services from the Provider.

These Framework Terms and Conditions will apply to all services the Provider agrees to provide under an Outcome Agreement and are incorporated by reference into every Outcome Agreement. Where more than one Purchasing Agency is a party to an Outcome Agreement these Framework Terms and Conditions will generally apply as between the Provider and the Purchasing Agency in respect of the Services provided by the Provider to that Purchasing Agency.

Purpose & Context Statement

The Purchasing Agency and Provider each agree that the purpose of providing the Services is to make a positive contribution to improving:

- the lives of whānau of any ethnicity and vulnerable persons living in New Zealand; and/or
- access to justice and reducing crime and its effects on the community.

Where relevant, Purchasing Agencies will take collective responsibility for providing a consistent and co-ordinated across-Government approach to engaging and working with the Provider. Each Purchasing Agency must sign the Government Agency Agreement that records how the Purchasing Agency will work together with other Purchasing Agencies to perform those aspects of these Framework Terms and Conditions that require collaboration between them.

Relationship Principles

The Purchasing Agency and Provider will work together to ensure that the Services are accessible and effective in contributing towards achieving the Outcome, and to that end agree to:

- act honestly and in good faith;
- communicate openly and in a timely manner;
- work in a collaborative and constructive manner – including towards the resolution of real or perceived problems and issues;
- recognise each other's responsibilities;
- encourage quality and innovation to achieve positive outcomes; and
- maximise the value for money to the Government in purchasing services that contribute towards achieving specified outcomes – including by ensuring appropriate flexibility so that services can be adapted (following discussion) to meet identified and agreed needs.

The Purchasing Agency and Provider acknowledges that these Framework Terms and Conditions reflect these principles in action.

These Framework Terms and Conditions use a number of defined terms and the corresponding definitions and interpretation section is in Schedule One.

1. Term

- 1.1 These Framework Terms and Conditions apply for the term of any Outcome Agreement signed by the Purchasing Agency and Provider.

2. Becoming a Purchasing Agency

- 2.1 An Eligible Agency may request the Provider perform Services and the Provider will perform those Services subject to:

- (a) each Eligible Agency and the Provider first signing an Outcome Agreement; and
- (b) the Eligible Agency signing a Government Agency Agreement with the Co-ordinating Agency.

An Eligible Agency will become a Purchasing Agency upon signing an Outcome Agreement and a Government Agency Agreement.

- 2.2 The Purchasing Agency commits to act consistently with the provisions of:

- (a) these Framework Terms and Conditions;
- (b) each Outcome Agreement it has signed; and
- (c) each Outcome Agreement Management Plan.

- 2.3 Despite clause 2.2 and to avoid doubt:

- (a) no Outcome Agreement Management Plan will create legally binding obligations between the Purchasing Agency and Provider, instead it is a contract management tool designed to help make sure 'best practice' is applied in managing and maximising the benefits of the relationship between the Purchasing Agency and Provider;
- (b) the obligations recorded in any Remedy Plan will be legally binding obligations between the Purchasing Agency and Provider; and
- (c) a Government Agency Agreement only creates legally binding obligations (to the extent permissible at Law) between the Co-ordinating Agency and the Purchasing Agency.

3. **Services**

- 3.1 The Provider will provide the Services in accordance with these Framework Terms and Conditions and the Outcome Agreement and so as to contribute towards achieving each Outcome described in the Outcome Agreement.

4. **Payment**

- 4.1 Subject to clause 13 (Recovery, Reduction or Suspension of Payments), in return for providing the Services the Purchasing Agency will pay the Provider the amounts, and at the times, recorded in the Outcome Agreement.
- 4.2 At the times and/or frequency specified in the Outcome Agreement, the Provider (or its nominee) will issue a valid tax invoice to the Purchasing Agency for the Services provided (or to be provided) to that Purchasing Agency under the Outcome Agreement.

5. **Contract management – Communication, Monitoring, Reporting and Audit**

- 5.1 The Purchasing Agency will follow best practice contract management behaviours to ensure that its contract management requirements appropriately reflect the nature and value of the Services and are principally focused on evaluating and enhancing the effectiveness of the Services to contribute towards achieving each Outcome described in the Outcome Agreement.

5.2 ***Regular communication and monitoring***

- (a) The Purchasing Agency and the Provider will maintain regular contact with each other for the purpose of:
- (i) monitoring the Provider's performance against its obligations under the Outcome Agreement;
 - (ii) encouraging the on-going review and assessment of the effectiveness of the Services;
 - (iii) providing mutual constructive feedback that will enhance the effectiveness of the Services; and
 - (iv) identifying early any issues and opportunities to do things better on the part of each party.
- (b) Any scheduled monitoring activity the Purchasing Agency wants to undertake will be specified in the Outcome Agreement.

Regular Reporting Activity

- 5.3 To augment the regular communication described in clause 5.2, the Provider will provide the information and reports recorded in the Outcome Agreement (**Regular Reports**) at the times or frequency specified in the Outcome Agreement.

Special Enquiry Rights and Reports

- 5.4 If the Purchasing Agency, acting reasonably, believes that the Provider has breached the terms of the Outcome Agreement, the Purchasing Agency may, acting reasonably, require the Provider to:
- (a) furnish it with further information to establish whether a breach has occurred, and if so why it occurred; and/or
 - (b) submit to an audit to establish whether a breach is an isolated event or one of multiple breaches

(collectively referred to as **Special Enquiry Rights**).

Statutory review or audit

- 5.5 The Purchasing Agency or its nominee, may carry out any audit or review of the Provider and/or Services permitted or required by Law (**Statutory Audit Rights**). To avoid doubt, nothing in clause 5.6 of these Framework Terms and Conditions limits a Purchasing Agency's right to conduct an audit or review that is authorised by Law. The Purchasing Agency will specify in the Outcome Agreement any statutory audit or review activity it intends to conduct during the term of the Outcome Agreement.

Principles of co-ordination and co-operation

- 5.6 The Purchasing Agency agrees that it will co-ordinate and co-operate with the Provider and each Other Purchasing Agency to try to ensure (to the extent reasonable and practicable in the circumstances) that:
- (a) the Purchasing Agency and each Other Purchasing Agency's requirements for Regular Reports can be aligned and satisfied at the same time or frequency and by a single report covering all relevant matters;
 - (b) it gives the Provider and each Other Purchasing Agency reasonable notice in advance of:
 - (i) exercising any Special Enquiry Rights, including providing details of the breach or suspected breach and what it wants from the Provider;
 - (ii) exercising any Statutory Audit Rights, including describing the Law under which the audit or review will be conducted;

- (c) its own exercise of any Special Enquiry Rights will also provide any further information or explanation that any Other Purchasing Agency may want in connection with the circumstances giving rise to the exercise of such right; and
- (d) it will not exercise any Special Enquiry Rights or Statutory Audit Rights (to the extent permissible at Law) more often than once in any calendar year unless the Purchasing Agency, acting reasonably, believes the Provider has breached the Outcome Agreement.

5.7 The Provider will provide the Purchasing Agency (or its nominee) with access to the Provider's premises and appropriate personnel and records to allow the exercise of Special Enquiry Rights and Statutory Audit Rights by the Purchasing Agency.

5.8 The Purchasing Agency may share Confidential Information generated from the Regular Reporting and the exercise of the Special Enquiry Rights and Statutory Audit Rights with the audience described in the Outcome Agreement.

Relationship Manager

5.9 The Provider and each Purchasing Agency will appoint and keep a Relationship Manager for each Outcome Agreement. The appointing party may change its Relationship Manager at any time by giving notice to any other party to that Outcome Agreement. The Relationship Managers for each Outcome Agreement will maintain regular contact in accordance with these Framework Terms and Conditions and the Outcome Agreement Management Plan (if any).

6. Conditions

6.1 The Outcome Agreement may include conditions that must be satisfied or complied with by either the Provider or the Purchasing Agency (**Conditioned Party**) and the consequence if the condition is not satisfied or complied with. To clarify, whichever of the Provider or Purchasing Agency that is not required to satisfy or comply with a particular condition, is referred to as the "**Non-Conditioned Party**" in respect of that condition.

6.2 The Outcome Agreement is subject to the nominated Conditioned Party satisfying the conditions recorded in the Outcome Agreement that must be satisfied before the Outcome Agreement will be in full effect.

6.3 If the Conditioned Party does not satisfy or comply with any condition that is specified in the Outcome Agreement as having to be satisfied or complied with after the Outcome Agreement is in full effect, the Non-Conditioned Party, may do any one or more of the following:

- (a) take the action it is allowed to under the Outcome Agreement;
- (b) require a Remedy Plan to be agreed (if appropriate) and require the Conditioned Party to perform all actions recorded in the Remedy Plan. However, if a Remedy

Plan is not entered by a date specified by the Non-Conditioned Party (acting reasonably), the Non-Conditioned Party can then take any other action it is allowed to under the Outcome Agreement;

- (c) suspend some or all of the Services being provided under the Outcome Agreement (and if relevant, suspend payment for those Services) on giving written notice to the Conditioned Party; or
- (d) exercise any other rights the Non-Conditioned Party has, or enforce consequences that result under the Outcome Agreement (including these Framework Terms and Conditions).

7. Information to Purchasing Agency

7.1 The Provider must provide written notice to the Purchasing Agency if:

- (a) the Provider proposes to change its legal structure and, after receipt of such a notice, the Purchasing Agency and the Provider will consult with each other concerning what an appropriate response should be;
- (b) any of the Provider's personnel (staff or governance) or contractors are being investigated for, have been charged with, or convicted of any criminal offence that, viewed objectively and reasonably, represents a material risk to the performance of the Services or the achievement of the Outcome(s) (including because it might damage the reputation of either the Provider or the Purchasing Agency were it to be publicly known), and, after receipt of such a notice, the Purchasing Agency and the Provider will discuss with each other concerning what an appropriate response should be.

8. Incentives

8.1 If the Outcome Agreement provides for an Incentive and the Provider satisfies the criteria for receiving that Incentive, the Purchasing Agency will provide the Incentive to the Provider in accordance with the Outcome Agreement.

9. Dispute Resolution

9.1 If any party wishes to raise a dispute relating to the Outcome Agreement (including these Framework Terms and Conditions) (**Dispute**), it may do so by giving written notice to the other parties to the Outcome Agreement who are involved in that Dispute (**Disputing Parties**) detailing the nature of the dispute (**Dispute Notice**).

9.2 The Disputing Parties will try to negotiate resolution of the Dispute through their Relationship Managers in the first instance.

9.3 If the Relationship Managers of the Disputing Parties cannot resolve the Dispute within 21 days of receiving the Dispute Notice, any Disputing Party may by written notice to all

Disputing Parties refer the Dispute to be resolved by mediation. Each Disputing Party will participate in a mediation to resolve the Dispute. If all the Disputing Parties cannot agree on a mediator within 28 days of the referral, the Chairperson of LEADR New Zealand Incorporated (or its successor entity) will appoint the mediator.

- 9.4 No Purchasing Agency or Provider may commence any formal legal proceedings in respect of a Dispute unless it has first complied with clauses 9.2 and 9.3, unless it is necessary to preserve its rights.

10. Confidentiality

10.1 Confidential Information

The Purchasing Agency and Provider will treat as confidential and not disclose or use any information relating to or obtained in connection with the Outcome Agreement and any information derived from that information (**Confidential Information**) without first obtaining the written consent of the party that owns or provided the Confidential Information.

10.2 Permitted disclosure

Clause 10.1 does not prevent disclosure or use of Confidential Information by a party if:

- (a) the disclosure or use is necessary to perform its obligations, or to exercise its rights, under or in relation to the Outcome Agreement (for example, to give effect to clauses 5.6 (Principles of Co-ordination and Cooperation), 5.8 (Information Sharing) and 12.3(d) (Orderly Transition of Services) of these Framework Terms and Conditions) or is expressly authorised or required by the Outcome Agreement;
- (b) the Confidential Information is known, or becomes known to the public other than because of a breach of this clause 10 by that party and the party who provided the Confidential Information no longer requires it to be kept confidential; or
- (c) the recipient is required by Law or Parliamentary convention to disclose such information.

10.3 Confidentiality undertaking required

- (a) If these Framework Terms and Conditions or an Outcome Agreement permit disclosure of any Confidential Information to any third party, the Provider and the Purchasing Agency (as applicable) may only disclose that Confidential Information to that third party (including an auditor appointed under clauses 5.4 or 5.5) if it first obtains a written confidentiality undertaking from that third party in terms substantially similar to those set out in this clause 10, provided that no confidentiality undertaking is required if the reason for disclosure is described in clause 10.2(b) or (c).

- (b) To avoid doubt, an employee of the Purchasing Agency or Provider is not a third party for the purpose of clause 10.3(a). Confidential Information may be disclosed to an employee of the Purchasing Agency or Provider provided the employee is subject to an obligation requiring the employee to maintain the confidentiality of any information he/she becomes aware of through the course of the employee's employment with the Purchasing Agency or Provider.

10.4 **Personal Information**

The Purchasing Agency and Provider agree that:

- (a) the Confidential Information of a party includes all "personal information" (as that term is defined in the Privacy Act 1993) in the possession of that party; and
- (b) despite what is otherwise allowed under clauses 10.1 and 10.2, and in addition to what is required under clause 10.3 (a confidentiality undertaking), personal information may only be disclosed by a party (including to the other party or a third party) if the person who the personal information relates to has given their written consent to that disclosure.

11. **Intellectual Property**

11.1 The Purchasing Agency and Provider retain ownership of all Intellectual Property Rights they respectively owned before the commencement date of the Outcome Agreement. Signing the Outcome Agreement does not give either party any rights to use any Intellectual Property Rights of the other party unless specifically agreed.

11.2 Subject to clause 11.3, all new Intellectual Property Rights created by the Provider while performing Services under the Outcome Agreement (**New IP**) will be owned by the Provider unless:

- (a) the Provider and the Purchasing Agency cannot reach agreement (in writing) on the Agreed Uses under clause 11.3(a), in which case the Purchasing Agency (and not the Provider) will own all New IP; or
- (b) the Purchasing Agency and Provider agree that New IP will be owned by the Purchasing Agency (alone or jointly with the Provider), in which case the specified New IP will be owned as recorded in the Outcome Agreement.

11.3 The Provider and the Purchasing Agency will discuss how any New IP is to be owned and used, and try to agree (in writing) mutually acceptable use terms (**Agreed Uses**). In addition:

- (a) in respect of New IP to be owned solely by the Provider, the Provider grants the Purchasing Agency a perpetual, irrevocable, royalty-free and non-exclusive licence to use, modify and copy such New IP for any purpose connected with the performance of the Outcome Agreement and any Agreed Uses; and

- (b) in respect of New IP to be owned solely by the Purchasing Agency, the Purchasing Agency grants the Provider a perpetual, irrevocable, royalty-free and non-exclusive licence to use, modify and copy such New IP for any purpose connected with the performance of the Outcome Agreement and any Agreed Uses; and
 - (c) in respect of New IP to be jointly owned by the Provider and the Purchasing Agency, each of them grants the other the right to use, modify and copy such New IP for any purpose connected with the performance of the Outcome Agreement and any Agreed Uses.
- 11.4 If the Purchasing Agency or Provider uses or makes available to the other any Intellectual Property Rights in connection with an Outcome Agreement or other Agreed Uses then it warrants that those Intellectual Property Rights can be used for that purpose without infringing the Intellectual Property Rights of any third party.
- 11.5 The Purchasing Agency and Provider each agree to do anything else reasonably required by the other to give effect to this clause 11 and will also make sure that their personnel and contractors do the same.
- 12. **Termination**
- 12.1 ***Termination of an Outcome Agreement for convenience***

Unless specified otherwise in the Outcome Agreement, the Purchasing Agency or the Provider may terminate its participation in the Outcome Agreement, or any part of it, by giving the other at least 90 days prior written notice, unless an alternative period is agreed in writing.
- 12.2 ***Termination of Outcome Agreement for breach***
 - (a) Unless specified otherwise in the Outcome Agreement and subject to clauses 12.2(b) and (c), the Purchasing Agency or the Provider may terminate its participation in the Outcome Agreement, or any part of it, if the other breaches any term of the Outcome Agreement and such breach is not remedied within 14 days of receiving the other's written notice of the breach, unless an alternative remedy period is agreed in writing.
 - (b) The non-breaching party may allow the breach to be subject to a Remedy Plan. However, if a Remedy Plan is not entered by a date specified by the non-breaching party (acting reasonably), the non-breaching party will be able to exercise the right in clause 12.2(a) for that breach.
 - (c) If the Provider and the Purchasing Agency enter into a Remedy Plan:
 - (i) both the Provider and Purchasing Agency (whichever is relevant) will perform the tasks specified for it under the Remedy Plan;

- (ii) the non-breaching party will not be able to exercise the right in clause 12.2(a) for the breach that is subject to the Remedy Plan; and
- (iii) any breach of that Remedy Plan will give the non-breaching party the right to terminate the Outcome Agreement in accordance with clause 12.2(a), without having to enter a new Remedy Plan.

12.3 Consequences of termination of any Outcome Agreement

- (a) If the Outcome Agreement or any part of it is terminated under clause 12.1 or 12.2, the Provider must stop performing the relevant Services described in the Outcome Agreement for the Purchasing Agency from the date of termination of the Outcome Agreement unless an alternative date for stopping the Services is agreed.
- (b) Subject to clause 13.1, the Purchasing Agency will pay the Provider for all Services provided up to and including the date the Outcome Agreement is terminated.
- (c) The Provider will repay the Purchasing Agency that portion of funding already paid to the Provider for Services that will not be provided as a consequence of terminating the Outcome Agreement. Clauses 13.2 and 13.3 will apply to any repayments under this clause 12.3(c).
- (d) The Purchasing Agency and the Provider will discuss how to ensure that there is an orderly transition of the applicable Services from the Provider to any replacement provider following termination of the Outcome Agreement, agree a plan and implement their respective obligations under that plan.

12.4 Where one, but not every, Purchasing Agency terminates an Outcome Agreement

- (a) If more than one Purchasing Agency is party to the Outcome Agreement, and any (but not every) Purchasing Agency terminates its participation in the Outcome Agreement, or any part of it, under clauses 12.1 or 12.2 (**Exiting Purchasing Agency**), the remainder of the Outcome Agreement will not be terminated.
- (b) The Provider will continue to perform the Services for the remaining Purchasing Agency/ies.
- (c) Subject to clause 13.1, the Exiting Purchasing Agency will pay the Provider for all Services provided up to and including the date the termination of the Exiting Purchasing Agency's participation in the Outcome Agreement becomes effective.

12.5 Survival

Clauses 5 (Contract Management), 9 (Dispute Resolution), 10 (Confidentiality), 11 (Intellectual Property), 12.1 to 12.4 (inclusive) (Termination), 13 (Recovery, Reduction or Suspension of Payments), 14 (Indemnity) and Schedule One (Definitions and Interpretation) all survive termination or expiry of the Outcome Agreement.

13. Recovery, Reduction or Suspension of Payments

13.1 If the Provider does not:

(a) provide the Services in accordance with the Outcome Agreement, including without limitation;

(i) meeting any Service delivery targets or performance measures recorded in an Outcome Agreement; or

(ii) satisfying any conditions that can result in the Purchasing Agency suspending or terminating the Services under an Outcome Agreement,

the Purchasing Agency may:

(b) require the Provider to:

(i) repay a portion of funding already paid to the Provider; or

(ii) reduce the amount to be paid on subsequent payment dates; or

(c) suspend or delay payment of a portion of the amount to be paid on subsequent payment dates until a Remedy Plan is agreed and its obligations are performed.

13.2 Any amount to be repaid, reduced, suspended or delayed pursuant to clause 13.1 or 12.3(c) will be determined by the Purchasing Agency acting reasonably and following a discussion with the Provider regarding the quality and quantity of Services that were provided or the circumstances relevant to the suspension or delay in payment.

13.3 The Provider must repay the Purchasing Agency within 30 days of the date the Purchasing Agency provides written notice of the amount to be repaid to the Provider.

14. Indemnity

14.1 The Provider will indemnify the Purchasing Agency against all losses suffered or incurred by the Purchasing Agency as a result of any claim by a third party that its Intellectual Property Rights or other rights have been breached as a consequence of the Provider's breach of the Outcome Agreement, including these Framework Terms and Conditions, except to the extent caused by the Purchasing Agency's negligence, breach of the Outcome Agreement or wilful misconduct.

15. General Terms

15.1 **Relationship of Purchasing Agencies:** In relation to the Outcome Agreement, the Purchasing Agency is only responsible for its own contracted obligations, and will not be responsible for any obligations identified in the Outcome Agreement as being owed by any Other Purchasing Agency.

- 15.2 **Variation process:** The Outcome Agreement may be varied with the written agreement of the Purchasing Agency and the Provider. If Other Purchasing Agencies are also party to the Outcome Agreement, and the proposed variation only relates to Services being provided to one Purchasing Agency, then only the written agreement of that Purchasing Agency and the Provider is required to make that variation.
- 15.3 **No subcontracting without consent:** The Provider may not subcontract the performance of any of the Services without first obtaining the prior written consent of the Purchasing Agency, such consent not to be unreasonably withheld. The Provider is responsible for the acts and omissions of any subcontractor. If Other Purchasing Agencies are also party to the Outcome Agreement and subcontracting of performance of a Service by the Provider only affects one Purchasing Agency then only the prior written consent of that Purchasing Agency is required under this clause 15.3.
- 15.4 **Assignment:** The Provider may not assign, novate or transfer its rights or obligations under the Outcome Agreement without first obtaining the permission of the Purchasing Agency and such permission will not be unreasonably withheld.
- 15.5 **Comply with Laws:** The Purchasing Agency and the Provider will comply with all Laws applicable to them and their activities and not cause the other to breach any Law that relate to the provision of Services under the Outcome Agreement.
- 15.6 **Entire Agreement:** The Outcome Agreement incorporates these Framework Terms and Conditions and read together they record the entire agreement between the Provider and Purchasing Agency in relation to the supply of Services under the Outcome Agreement and supersede all previous oral or written agreements concerning the same subject matter.
- 15.7 **Enforceability:** If any clause of the Outcome Agreement (including any of these Framework Terms and Conditions) is held to be illegal, invalid or unenforceable, it will be removed from the Outcome Agreement without affecting any other clause.
- 15.8 **Waiver:** The failure or delay by the Purchasing Agency or the Provider to exercise or enforce any right under the Outcome Agreement (including any of these Framework Terms and Conditions) will not operate as a waiver of that right, unless such waiver is recorded in writing and sent to the relevant party by the party waiving that right.
- 15.9 **Notices:**
- (a) Each notice or other communication under the Outcome Agreement (including any of these Framework Terms and Conditions) will be made in writing and delivered by post, personal delivery or email to the addressee at the addressee's postal address, physical address or email address (as applicable), marked for the attention of the person or office holder (if any) from time to time designated for that purpose by the addressee.
 - (b) A notice or other communication will be deemed to be received:

- (i) in the case of a letter sent to the addressee's postal address, on the second Business Day after posting;
- (ii) in the case of personal delivery, on receipt; and
- (iii) in the case of email at the time the email leaves the communications system of the sender, provided that the sender:
 - (A) does not receive any error message relating to the sending of the email at the time of the sending; and
 - (B) has obtained confirmation that the email has been delivered to the recipient (which confirmation may be in the form of an automated delivery receipt from the communications system of the recipient),on the day on which it is dispatched or, if dispatched after 5 p.m. (in the place of receipt) on the next Business Day after the date of dispatch.

15.10 **Conflict of interest:** The Provider must advise the Purchasing Agency of whether and whenever it has any actual, potential or perceived Conflict of Interest in connection with the provision of the Services specified in the Outcome Agreement, and follow the directions of the Purchasing Agency if the Purchasing Agency notifies the Provider that it has determined that the Provider has an actual, potential or perceived Conflict of Interest.

RELEASED UNDER THE
OFFICIAL INFORMATION ACT

Schedule One: Definitions and Interpretation

Definitions: In these Framework Terms and Conditions, and in the Outcome Agreement, unless the context otherwise requires:

Business Day means any day of the year other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day;
- (b) a day commencing on the 24th day of December in any year and ending on the 5th of January in the following year, both days inclusive; and
- (c) the day observed as the anniversary of Wellington, New Zealand and the province where the Provider's head office is located;

Conflict of interest means any matter, circumstance, interest or activity of the Provider, its personnel, contractors, subcontractors, or any other person with whom the Provider has a relationship arising by whatever means that directly or indirectly conflicts with:

- (a) the duties of the Provider and any of its personnel, contractors or subcontractors to the Purchasing Agency under the Outcome Agreement; or
- (b) the interests of the Purchasing Agency in relation to the Outcome Agreement or otherwise in respect to the provision of Services to the Purchasing Agency;

or otherwise impairs or might appear to impair the ability of the Provider (or any of its personnel, contractors or subcontractors) to diligently and independently provide the Services to the Purchasing Agency under the Outcome Agreement;

Co-ordinating Agency means the Ministry of Business, Innovation and Employment;

Eligible Agency means

- (a) each Public Service department, as defined in section 27 of the State Sector Act 1988;
- (b) the New Zealand Defence Force, the New Zealand Police, the New Zealand Security Intelligence Service, the Parliamentary Counsel Office, the Clerk of the House of Representatives and the Parliamentary Corporation;
- (c) each Crown Entity, as defined in section 7 of the Crown Entities Act 2004;
- (d) each organisation listed in the fourth schedule to the Public Finance Act 1989;
- (e) the Office of the Controller and Auditor-General, the Office of the Ombudsmen, and the Office of the Parliamentary Commissioner for the Environment;

- (f) each corporation listed in the first schedule to the State Owned Enterprises Act 1986;
- (g) each local authority, as defined in section 5 of the Local Government Act 2002; and
- (h) any other organisation, agency or person that does not fall within the above categories but which the Co-ordinating Agency determines should be treated as an eligible agency for the purposes of these Framework Terms and Conditions;

Framework Terms and Conditions means these terms and conditions;

Incentive means an incentive (if any) that a Purchasing Agency has agreed to offer to a Provider under the Outcome Agreement, such incentive being subject to any criteria described in the Outcome Agreement;

Intellectual Property Rights means all present and future intellectual property rights as may exist anywhere in the world, whether conferred by statute, at common law or in equity, and whether or not registered or capable of registration, including patent rights, copyright and design rights and any proprietary business methodology or "know-how";

Government Agency Agreement means the agreement between the Co-ordinating Agency and a Purchasing Agency relating to the management of their relationship with each other and other Purchasing Agencies in relation to Providers who are party to Outcome Agreements;

Law means:

- (a) any statute, regulation, bylaw, ordinance or subordinate legislation in force from time to time to which a party is subject;
- (b) the common law and the law of equity as applicable to the parties from time to time;
- (c) any binding court order, judgment or decree;
- (d) any applicable industry code, convention, policy or standard enforceable by law; and
- (e) any applicable direction, policy, permission, consent, licence, rule or order that is binding on a party and that is made or given by any governmental, legal or regulatory body having jurisdiction over a party or any of that party's assets, resources or business,

in any jurisdiction that is applicable to an Outcome Agreement;

Other Purchasing Agency means each other Purchasing Agency that is also a party to the Outcome Agreement;

Outcome means each outcome described in the Outcome Agreement;

Outcome Agreement means the Outcome Agreement signed by one or more Eligible Agencies and the Provider detailing the Services;

Outcome Agreement Management Plan means, if applicable for the Outcome Agreement, the contract management plan relating to how the Purchasing Agency and any Other Purchasing Agencies and the Provider will work together under the Outcome Agreement;

Provider means the non-government organisation named as the provider in an Outcome Agreement;

Purchasing Agency means an Eligible Agency that has signed an Outcome Agreement and the Government Agency Agreement;

Relationship Manager means the relationship manager appointed by each party and named as a relationship manager in an Outcome Agreement;

Remedy Plan means a written plan that may be entered into by the Provider and the Purchasing Agency to address any non-performance issues, such Remedy Plan will identify:

- (a) the non-performance issue;
- (b) how and why the non-performance issue arose; and
- (c) what action the Provider or the Purchasing Agency (whichever is relevant) must take to address or resolve the non-performance issue to the satisfaction of the other, and a timetable for such actions to be completed;

Services means, for an Outcome Agreement, each of the services the Provider will perform to contribute towards achieving each Outcome as described in the Outcome Agreement.

Interpretation: Unless the context otherwise requires:

- (a) a reference to documentation (including these Framework Terms and Conditions) includes a reference to that document as varied, supplemented, novated or substituted from time to time;
- (b) headings are not to be used for interpretation;
- (c) the Introduction, Purpose & Context Statement and Relationship Principles form part of these Framework Terms and Conditions; and
- (d) the singular includes the plural and vice versa.



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

29 March 2016

DeeAnn Smith
ABC Trust
PO Box 97701
Manukau City
Auckland 2241

Dear DeeAnn

Re: Outcome Agreement Number 323867

Following your earlier acceptance of the Ministry's offer of funding (the Letter of Offer), please see attached for your consideration your Outcome Agreement.

Please review this Outcome Agreement and, provided it is satisfactory, arrange to have it signed in accordance with the rules of your organisation. Please ensure:

- the Outcome Agreement is signed (refer to page six), scanned and emailed as a PDF to **Contract_Development_Team@msd.govt.nz**
- you attach a blank bank deposit slip as evidence of the bank account the funds are to be direct credited to (if not previously supplied)
- an invoice, including the Outcome Agreement number as stated in the footer of the Outcome Agreement (or in Appendix 5 if more than one reference number has been used), along with a description of services and the contracted quantity is provided to the Ministry to enable payment.

This Outcome Agreement will not come into force until it is signed by all Parties. A copy will be emailed to you at deeann@tewhare.org.nz once signed on behalf of the Crown. This funding is also subject to government policies which may change throughout the term of the Outcome Agreement.

Further information

Please note the addition of a new clause under Appendix 11 – Further Terms in your Outcome Agreement. This clause reflects the priority of both Parties to ensure that the on-going needs of clients are met.

Further information relevant to your Outcome Agreement is available online:

Streamlined contracting with NGOs (including Framework Terms and Conditions) - <http://www.business.govt.nz/procurement/procurement-reform/streamlined-contracting-with-ngos>

MSD Approvals - <http://www.msd.govt.nz/what-we-can-do/providers/approvals/>

Community Investment Strategy - <http://www.msd.govt.nz/about-msd-and-our-work/work-programmes/community-investment-strategy/>

All services in the Outcome Agreement have corresponding guidelines. All guidelines are available online as follows:

www.msd.govt.nz/about-msd-and-our-work/publications-resources/service-guidelines/index.html

Any questions?

The Ministry will keep talking with you over the course of 2015 about any changes and how we can continue to streamline and improve our contracting processes.

In the meantime, if you have any queries about the contents of this letter or the Outcome Agreement please contact me. If you do not wish to enter into this Outcome Agreement, please let me know as soon as possible.

Yours faithfully

Sue Jones
Community Investment Advisor
09 901 0456 / 029 279 6242
Sue.Jones@msd.govt.nz

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MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

Outcome Agreement

Between

Ministry of Social Development

and

ABC Trust

Outcome Agreement Number	323867
Commencement Date	01 July 2016
Term	One Year
Expiry Date	30 June 2017
Total Outcome Agreement Price (excluding GST)	\$224,214.00

Outcome Agreement

Parties

Her Majesty the Queen in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development (**Purchasing Agency**).

ABC Trust incorporated under the Charitable Trusts Act 1957 and having its registered office at 210 Redoubt Road, Flat Bush, Manukau 2106 (**the Provider**).

Introduction

- A This Outcome Agreement forms part of the Government's Streamlined Contracting Framework, along with a set of umbrella terms and conditions known as the "Framework Terms and Conditions" that will apply to contracts between the Purchasing Agency and the Provider relating to social, public health, justice and education service/s. The Framework Terms and Conditions are posted on www.business.govt.nz and form an integral part of this Outcome Agreement.
- B This Outcome Agreement describes the:
- (i) Outcome/s to be achieved;
 - (ii) Service/s that the Provider will provide to contribute towards achieving the Outcome/s; and
 - (iii) Performance measurement framework to assess the provision of the Service/s, and whether the Service/s have contributed towards achieving the Outcome.
- C The sections in the Framework Terms and Conditions headed "Introduction", "Purpose and Context Statement" and "Relationship Principles" set the relationship background relevant to this Outcome Agreement.
- D The Purchasing Agency confirms that it has signed a Government Agency Agreement with the Coordinating Agency and will ensure that at all times throughout the term of this Outcome Agreement it maintains in place a signed Government Agency Agreement.

Framework Terms and Conditions – Future Differences

If the Framework Terms and Conditions posted on www.business.govt.nz for future general use, are ever different to those that apply when this Outcome Agreement is entered into (**Updated Framework Terms and Conditions**), then:

- (a) Any future Outcome Agreement which the Provider enters into with the Purchasing Agency (or another Purchasing Agency), after the date which the Updated Framework Terms and Conditions are publically posted on www.business.govt.nz will incorporate (or have appended to it) the Updated Framework Terms and Conditions; and
- (b) If the Provider and Purchasing Agency agree to it, the Updated Framework Terms and Conditions will also apply to this Outcome Agreement from an agreed date, and any Framework Terms and Conditions already incorporated into (or appended to) this Outcome Agreement will be deemed to be removed and replaced by those publically posted Updated Framework Terms and Conditions.

1 Relationship between this Outcome Agreement and the Framework Terms and Conditions

- 1.1 This Outcome Agreement is deemed to incorporate all the Framework Terms and Conditions. Accordingly, the Framework Terms and Conditions apply to the Service/s under this Outcome Agreement.

1.2 Unless the context otherwise requires, all terms defined in the Framework Terms and Conditions have the same meaning in this Outcome Agreement.

1.3 The Introduction above forms part of this Outcome Agreement.

2 Not an Integrated Outcome Agreement

2.1 This Outcome Agreement is not suitable for situations where more than one Purchasing Agency wants to contract with the Provider in a single Outcome Agreement.

3 Term of this Outcome Agreement

3.1 This Outcome Agreement will commence on 01 July 2016 and end on 30 June 2017 unless extended pursuant to clause 3.2, or terminated earlier in accordance with the Framework Terms and Conditions or as otherwise allowed at Law.

3.2 The Purchasing Agency may extend the term of this Outcome Agreement for further periods by giving the Provider notice it wishes to extend the term, at least 30 days before the date when the term would otherwise expire.

4 Services, Outcome(s) and Performance Measures

4.1 The Provider will provide the Services described in Appendix 1.

4.2 The Provider will provide the Services set out in Appendix 1 to satisfy the performance measures set out in the Provider Return Report attached as Appendix 12. The performance measures will be used to determine whether the Provider has been successful in delivering each Service in accordance with this Outcome Agreement so as to contribute toward achieving the Outcome linked to each Service.

4.3 In providing the Services the Provider must follow the reasonable directions of the Purchasing Agency. Such directions must be consistent with the terms of this Outcome Agreement.

5 Monitoring by the Purchasing Agency

5.1 The Purchasing Agency will undertake and maintain the scheduled monitoring activities at the times and frequencies set out in Appendix 2.

6 Regular Reporting by the Provider

6.1 In providing the Service/s, the Provider will provide the Purchasing Agency with reports that include the details specified, at the times and frequency set out in Appendix 3.

7 Regular Audits of the Provider

7.1 The Purchasing Agency is currently required or permitted by Law to conduct the audit or review of the Provider during the term of this Outcome Agreement as set out in Appendix 4, with those audits or reviews being conducted on or around the times specified in Appendix 4.

8 Payment

8.1 Subject to the Purchasing Agency's rights under clause 13.1 to 13.3 of the Framework Terms and Conditions (Recovery, Reduction or Suspension of Payment/s), the Purchasing Agency will pay the Provider the amounts specified for the Service/s, at the time/s and subject to any pre-conditions set out in Appendix 5.

9 Conditions

9.1 The Provider must satisfy or comply with the Special Terms and Conditions as set out in Appendix 6.

9.2 If the Provider fails to satisfy or comply with any of the conditions it is responsible for:

- (a) the Provider must notify the Purchasing Agency of that failure as soon as reasonably practicable; and
- (b) the applicable consequence set out in Appendix 6 will apply and, if none are specified for that condition, the consequence will be that the Purchasing Agency may do any one or more of the following:
 - (i) require a Remedy Plan to be agreed (if appropriate) and require the Provider to perform all actions recorded in the Remedy Plan;
 - (ii) suspend some or all of the Service/s (and suspend payment for those Service/s) on giving written notice to the Provider;
 - (iii) exercise its rights under clause 13.1 to 13.3 of the Framework Terms and Conditions (Recovery, Reduction or Suspension of Payment/s); or
 - (iv) exercise its termination rights described in the Framework Terms and Conditions.

9.3 The Purchasing Agency must satisfy or comply with any of the conditions within the timeframes set out in Appendix 7.

9.4 If the Purchasing Agency fails to satisfy or comply with any conditions it is responsible for:

- (a) the Purchasing Agency will notify the Provider of that failure; and
- (b) the applicable consequence set out in Appendix 7 will apply and, if none are specified for that condition, the consequence will be that the Purchasing Agency and the Provider will discuss with each other what an appropriate response should be.

9.5 If the Purchasing Agency or the Provider fails to satisfy any condition that is required to be satisfied before the Outcome Agreement comes into full effect, the consequence will be that the Purchasing Agency and the Provider will discuss with each other what an appropriate response should be.

10 Incentives

10.1 If the Provider satisfies the criteria set out in Appendix 8, the Purchasing Agency will provide the Provider with the incentive set out in Appendix 8.

11 Permitted Information Disclosure

11.1 Despite clause 10 of the Framework Terms and Conditions relating to confidentiality, the Purchasing Agency may disclose any information described in Appendix 9 to the persons named in that Appendix, provided that in no circumstances will the Purchasing Agency disclose any personal information about an identifiable individual without the consent of that individual first being obtained.

12 New Intellectual Property

12.1 Without limiting the intellectual property clauses in the Framework Terms and Conditions, any new Intellectual Property Rights (**New IP**) that will be created by the Provider in connection with the Service/s and described in Appendix 10, will be owned (including the proportion by the Party

identified in Appendix 10) and will be licensed to the other Party or Parties in accordance with clause 11.3 of the Framework Terms and Conditions.

13 Contact Details

13.1 Each Party's initial postal address, physical address, email address, phone number and Relationship Manager details is set out below:

Purchasing Agency:

Relationship Manager:	Sue Jones
Designation:	Community Investment Advisor
Address:	PO Box 947 Whangarei 0140
Phone:	09 335-9978
Mobile Phone:	029 500-9000
Email:	Sue.Jones@msd.govt.nz

Provider:

Contact:	DeeAnn Smith
Designation:	CEO
Address:	PO Box 334 Manukau City Auckland 2241
Phone:	09 556-7789
Email:	DeeAnnabc@xtra.co.nz

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14 Further Terms

14.1 The Purchasing Agency and the Provider also agree that the further terms set out in Appendix 11 form part of this Outcome Agreement. The Purchasing Agency and the Provider each acknowledge that:

- (a) any further terms must be read and applied in a way which preserves the greatest degree of consistency and compliance with the Framework Terms and Conditions; and
- (b) before including a further term that adds to, or departs from, the arrangements described in the Framework Terms and Conditions, the Purchasing Agency and the Provider have both discussed and agreed that the addition or departure is necessary to address a matter that is both novel and specific to the Provider or the Service/s, and which (for clearly identified reasons) is not otherwise adequately or appropriately provided for under the Framework Terms and Conditions.

Signatures

Ministry of Social Development

Signed by

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

Manager Planning and Performance
Community Investment

I have a delegation under section 41 of the State Sector Act 1988 to sign for the Ministry of Social Development.

Signed

Date

ABC Trust

Signed by

Dee Ann Smith

CEO

I have authority to sign for ABC Trust.

Signed

Date

Appendix 1 – Services, Outcome(s) to be Achieved, and Performance Measures

Outcome (Population)

The Service/s in this Outcome Agreement provided by the Provider are to contribute towards the Purchasing Agency's purpose:

*We help New Zealanders to help themselves to be safe, strong and independent.
Ko ta mātou he whakamana tangata kia tū haumarū, kia tū kaha, kia tū motuhake.*

By providing the Service/s under this Outcome Agreement, the Provider will be contributing towards Community Investment Priority Result area

- Vulnerable children, children in hardship and reducing child maltreatment;
- and Community Investment Intermediate Outcomes of:
- New Zealander's attitudes, awareness and knowledge about child maltreatment are changed and they feel compelled to act on concerns.
 - Whānau / family are economically secure and have the ability to improve their financial security.
 - Whānau / family and caregivers are nurturing, engage with school and have the skills and knowledge to keep children safe and healthy.
 - Whānau / family, Tamariki / children who experience trauma, have illness or disabilities have improved well-being to participate fully in society.
 - Tamariki / children who have experienced 'out-of-home' care lead healthy lifestyles and participate fully in their communities.

Detailed Service Description	Service Location	Quantity of Service	Unit of Service	Outcome Agreement Price
Provision of school-based social workers to assist children whose social and family circumstances put them at risk of not achieving good health, education and welfare outcomes.	Far North	3	Social Workers	\$224,214.00
Total				\$224,214.00

Please note these payments exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Agreement.

The Service is to be provided in accordance with the following Service Specifications:

Social Workers in Schools

Appendix 2 – Monitoring by the Purchasing Agency

Service/s	Monitoring or Support Visit Number	Financial Year of Visit	Monitoring or Support Visit Due Date
Social Workers in Schools	1	F2016	15 December 2016 or as otherwise agreed between the Parties.
	2		15 April 2017 or as otherwise agreed between the Parties.

Appendix 3 – Regular reporting by the Provider

The Provider shall provide the Purchasing Agency Relationship Manager with the six monthly reports and information according to the requirements specified in the Service Specifications using the:

- Ministry's Client Level Data Reporting Tool (supplied by the Ministry) and
- Report form attached to this Outcome Agreement as Appendix 12 (supplied electronically by the Ministry).

Reporting Required	Date Due	Report Type	Period Covered by the Report
Client Level Data Reporting	05 December 2016	Six Monthly	01 July 2016 to 30 November 2016.
	10 July 2017		01 July 2016 to 30 June 2016.
RMF Report and Narrative Report	05 December 2016		01 July 2016 to 30 November 2016.
	10 July 2017		01 July 2016 to 30 June 2016.

Appendix 5 – Payment for Services

Payment Number	Payment Date	Instalment Amount
1	Following the signing of this Outcome Agreement by both Parties, provided that a satisfactory report is received by the due date and upon receipt of a valid itemised Tax Invoice.	\$112,107.00
2	15 December 2016. Provided that a satisfactory report for the previous period is received by the due date and upon receipt of a valid itemised Tax Invoice.	\$112,107.00
Total		\$224,214.00

Please note these payments exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Agreement.

Appendix 6 – Conditions the Provider is Responsible for

Condition	Consequence if not Satisfied or Complied with	Before Services Provided	On-going
<p>The Provider must maintain its Approval Level as designated by MSD Approvals and accord with the relevant Approval and Accreditation Standards.</p> <p>The Provider shall suitably criminally vet its personnel and ensure that it has suitable personnel.</p> <p>The Provider will be assessed against Social Sector Accreditation Standards and MSD specific accreditation standards and MSD will determine the appropriate Approval Level.</p>	<p>Suspension of Approval may result in the whole or part of this Outcome Agreement being suspended.</p> <p>Revocation of Approval may result in the whole or part of this Outcome Agreement being Terminated without notice.</p>	Yes	Yes
<p>If the Purchasing Agency requests a review in relation to the Provider's Approval Level, the Provider shall cooperate fully and allow the Purchasing Agency or its authorised agents access to:</p> <p>(a) The Provider's and any of its subcontractor's premises where Services are delivered or records are kept;</p> <p>(b) staff, subcontractors or other personnel involved in providing the Services;</p> <p>(c) records and information about the Services or any payments made under this Outcome Agreement.</p>	Termination under clause 12.2(a) of the Framework Terms and Conditions.	No	Yes
The Provider shall ensure it follows the terms of the Outcome Agreement and Framework Terms and Conditions, including any incorporated service specifications or attachments.	Termination under clause 12.2(a) of the Framework Terms and Conditions.	No	Yes
The Provider shall ensure that neither it nor its personnel, including contractors commit any serious criminal act(s) or dishonest behaviour that may bring the Purchasing Agency's reputation into disrepute.	Termination under clause 12.2(a) of the Framework Terms and Conditions.	Yes	Yes
The Provider shall ensure that it remains financially solvent.	Termination under clause 12.2(a) of the Framework Terms and Conditions.	Yes	Yes

Appendix 7 – Conditions the Purchasing Agency is Responsible for

Condition	Consequence if not Satisfied or Complied with	Before Services Provided	On-going
The Purchasing Agency must make payments to the Provider in accordance with Appendix 5.	Termination under clause 12.2(a) of the Framework Terms and Conditions.	Yes	Yes

Appendix 8 – Incentives

Nil.

Appendix 9 – Permitted Information Disclosure

Service	Information to be Published	Audience
All Services	The Provider shall ensure it is listed on the Ministry of Social Development Family Services Directory (http://www.familyservices.govt.nz/directory) and that necessary information is updated when required, unless the Service/s being provided is/are exempt.	General Public.
All Services	The Provider agrees that the Purchasing Agency may make information about this Outcome Agreement such as the Provider's name, level of funding and the nature of the Services including the region where the Services will be delivered, available to the public through the online mapping tool.	General Public.
All Services	Any confidential information, (Despite clause 11.1, personal information may be disclosed without the consent of the individual if that disclosure accords with the Privacy Act 1993.)	May be shared with the Government, including other departments and Ministers.

Appendix 10 – Ownership of New Intellectual Property (New IP)

Nil.

Appendix 11 – Further Terms

Further Term	Consequence (specific and additional to those in the Framework Terms and Conditions)
The Provider accepts that the Purchasing Agency is acting on behalf of the Government and must implement Government instructions. If there is a change of Government policy or a new Government instruction that materially affects the Parties' rights and obligations under this Outcome Agreement, then the Parties will endeavour to agree between them how to vary this Outcome Agreement.	If agreement cannot be reached, the Purchasing Agency may terminate with 30 days written notice.
The Outcome Agreement and individual Services are conditional on receiving the relevant Government appropriation.	Termination of part or whole of this Outcome Agreement without notice.

Where the Provider is supplying Children's Services, as defined in the Vulnerable Children Act 2014, the Provider must adopt, as soon as practicable, a child protection policy. The Provider must ensure that the child protection policy accords with the requirements of section 19 of the Vulnerable Children Act 2014 and review this policy at three year intervals from its first adoption.

Termination of part or whole of this Outcome Agreement without notice.

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APPENDIX 12 – PROVIDER RETURN REPORT

ABC Trust Report Form for Period 01 July 2016 to 30 June 2017

Report Due Date/s
5 December 2016
10 July 2017

Signed by: _____

Date: _____

Name: _____

Position: _____

N.B. Clients are to be recorded at point of entry into the service from 1 July each year.

Service:

Provision of school-based social workers to assist children whose social and family circumstances put them at risk of not achieving good health, education and welfare outcomes.

Measure Type	Service Unit of Measure (during the reporting period)	Quantity of Service	01 July 2016 to 30 November 2016	01 July 2016 to 30 June 2017
Quantity Measures	Of the number of clients during the reporting period:			
	Number referred to the service	100		
	Number started the service	Report actual		
	Number closed	Report actual		
	Number closed but made referral to another agency / service	Report actual		

Measure Type	Service Unit of Measure (during the reporting period)	Quantity of Service	01 July 2016 to 30 November 2016	01 July 2016 to 30 June 2017
	Number carried over from the last financial year (note: this is only reported on for the first report of the new financial year)	Report actual		
Quality Measures	Of the clients who closed during the reporting period:			
	Percentage of clients starting the service	Report actual		
	Percentage who were assessed as "successfully completed"	Report actual		
	Percentage who provided formal "client satisfaction" feedback	Report actual		
	Percentage who reported that they were satisfied or very satisfied with the service	Report actual		
Client Result Measures	Of the clients who closed during the reporting period:			
	Percentage of clients who have improved engagement in school	Report actual		
	Percentage of clients who report increased skills and/or confidence to manage challenging situations (pre and post intervention)	Report actual		
	Percentage of parents / caregivers with increased engagement with the school	Report actual		

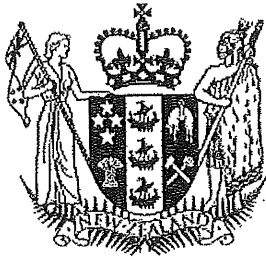
Provider narrative reporting to support data reported:

1. What is the "story behind the data"? (e.g. environmental factors impacting on client results)

2. What are your areas for improvement towards better results (continuous improvement)?

3. Who are your partners to help you achieve results?

4. What combination of services do you think is most effective for your clients?



MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

SOCIAL WORKERS IN SCHOOLS: SERVICE SPECIFICATIONS

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1. About these Specifications

Who are these Specifications for?

These Specifications are for the Provider that the Ministry of Social Development ("the Ministry") contracts with to provide the Social Worker in Schools (SWiS) Service.

Outcome Agreements with Providers for the SWiS Service require that they are delivered in accordance with these specifications. These service specifications are a living document and may be varied at the discretion of the Ministry. These Service Specifications form part of the Outcome Agreement.

What is the purpose of these Specifications?

The specifications provide:

- a set of commonly agreed practice principles and values to guide service delivery
- detailed information about service delivery and practice
- a resource tool to help you deliver the Service 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 Specifications be used?

These 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 their organisation's philosophical base, incorporating local need and the culture within which it works.

Will these Specifications be revised?

This document is a living document and will be updated as required. The Ministry staff will keep you informed of any further editions, updates or changes to these specifications, as it forms part of the Outcome Agreement. Feedback on the specifications is welcome at any time and can be sent to the Ministry national office using the attached Feedback Form (see appendix two).

Where can you go for further information?

For further information on these specifications please contact your Ministry Regional Contract Advisor as identified in your Outcome Agreement.

2. Relationships

What are the principles that underpin the relationship between the Ministry, the Provider and the client?

For this relationship to be successful, it is essential that all parties collaborate to ensure the Service is 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 others' responsibilities
- encourage quality and innovation to achieve positive outcomes
- support the principles of the Code of Funding Practice
(<http://www.communitymatters.govt.nz/Promoting-good-practice>).

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 Ministry.

Cultural awareness

Each party recognises the needs of all people, including Maori, Pacific, ethnic communities and all other communities to have the SWIS Service 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
- physical accessibility.

3. Social Sector Accreditation Standards

Providers delivering the Social Workers in Schools service are required to meet Level Two, Ministry of Social Development specific accreditation standards. You are required to maintain your Approval Level according to the Ministry's relevant Approval and Accreditation Standards.

3. About Social Workers in Schools

Background

The SWiS Service was established in 1999 to provide early assistance and intervention to children and families/whānau, to prevent social problems becoming more serious and creating a barrier to learning and social outcomes for children.

SWiS came out of a growing understanding of the relationship between the social, economic and life circumstances of families/whānau and the wellbeing of their children and young people.

SWiS social workers are based in selected low-decile primary, intermediate and secondary schools, working primarily with children in years one to eight within these schools.

In response to strong demand from schools for specialist support for children, the Government expanded the SWiS service in 2012/13, to cover all of the decile one to three primary and intermediate schools at that time. This increased the number decile one to three schools with SWiS from 285 to 673, reaching 132,000 children across New Zealand.

Overview of SWiS Service

SWiS is a school-based community social work service. By intervening early, social workers are able to work with children, their families/whānau and schools, to help protect vulnerable children and develop plans to improve their safety, wellbeing and educational outcomes.

The school setting has the advantage of:

- being a site where children are regularly seen.
- having an existing infrastructure to support the delivery of the Service
- allowing issues to be identified early.

SWiS social workers are employed by non-government social service providers. They work in partnership with school staff as part of the school community; however they are not employed by the school.

A SWiS social worker will work in one school, or a group of schools, depending on the Provider's Outcome Agreement with the Ministry. One 'full time equivalent' social worker position equates to one school or a cluster of schools, ideally grouped to make up a total roll of between 400 and 700 students.

Who is the client group for SWiS?

SWiS social workers work with children and their families/whānau, where there are concerns about a child's wellbeing and/or safety, or where social factors impacting the family are affecting the child's ability to learn and without intervention these may escalate.

This includes:

- children who are having difficulties attending and/or engaging in school
- children with social or behavioural problems
- children experiencing grief and loss, where this has impacted a child or family/whānau's ability to manage
- families/whānau struggling with social, economic or parenting issues where home-based support is expected to increase the effectiveness of interventions
- children and families/whānau who have been referred by statutory agencies for community based support
- families/whānau for whom statutory intervention may be required if concerns and risk factors are not addressed.

SWiS social work practice

SWiS social workers work within a strengths-based framework to support children and families to achieve their goals for change. Their practice will be child-centred, family/whānau-led and culturally responsive. The core principles which underpin SWiS social work include strengths and evidence-based practice. The following represents these principles:

- social workers work in partnership with children and families/whānau in a relationship which respects the right of each family/whānau to participate in all aspects of service delivery (participation by children and family/whānau is voluntary)
- children's right to have their wellbeing and safety protected must be the first and paramount consideration in the SWiS work
- children are supported to reach their full potential
- existing strengths within families/whānau are acknowledged and enhanced through the application of strengths-based social work practice. (Additional information about strengths-based practice is available in the SWiS toolkit)
- collaboration and open communication between all key partners is vital to ensure the services are effective and accessible.

How does the Service work?

SWiS has three key components:

Social work with children and families/whānau

This component of the Service involves social workers:

- developing supportive, trusting relationships with client children and families/whānau to facilitate change
- assessment and intervention planning with goals for change which build on the strengths and resilience of clients
- advocating for children and their families/whānau to ensure their needs are understood within the school setting
- linking children and families/whānau with community or specialist services where needed
- applying the Paramountcy Principle in the work with children and ensuring reports of concern (notifications) are made appropriately
- undertaking a case coordination role where appropriate when there are multiple agencies involved in the support of client families/whānau.

Group programmes

A group programme is defined as:

A strengths and needs based planned group activity that provides positive social development opportunities to enhance and support children's learning and holistic wellbeing.

This component of the Service involves social workers:

- working with cluster partners to assess needs which can best be met within a group context. This will include trends in referrals to SWiS and issues which have come to the notice of schools and social workers
- providing reports to the Governance Group which include SWiS referral reasons and proposed group programme responses to meet needs identified
- planning, coordinating and delivering group programmes for children and families/whānau in response to areas of need identified in the course of their work
- evaluating the effectiveness of group programmes to ensure programmes are targeted towards the areas of need and expected outcomes are achieved .

Outcomes of group programmes

Group programmes are delivered to meet identified needs which would be best met by an interactive group setting. This may include programmes which:

- strengthen children's social relationships and communication
- build positive identity
- address specific behaviour which is causing concern
- strengthen resilience and ability to manage grief, loss and change
- strengthen families/whānau ability to support their children.

Group programmes may be delivered by SWiS social workers, trained facilitators of evidence-based programmes, SWiS social workers co-facilitating with Resource Teachers for Learning and Behaviour (RTLb), Public Health Nurses or other relevant professionals.

Community liaison and service coordination

This component of the Service involves the social worker:

- working with other professionals, in particular school support services, attendance services and public health nurses, RTLb and Ministry of Education (MoE) behaviour and special education practitioners to identify, co-work and refer appropriately when specific problems affect a child's wellbeing
- developing a collaborative relationship with Child, Youth and Family local offices to facilitate information sharing and working together
- providing appropriate coordination support to the 'strengthening families' process when children with complex needs require a multi-agency approach.

Location of SWiS social worker

For the programme to be successful SWiS social workers will have a base office in one of the schools within which they work and they will primarily work from this base. Social workers provide a SWiS service to each school at times agreed to in the Partnership Agreement. It is important that social workers have a suitable room in each school in which they can work confidentially with children and their families/whānau.

It is not anticipated that social workers will base their work out of the Provider's office during term-time, however, they will have a work space in the Provider's office to utilise when required.

By being located within and becoming known as part of the school community, SWiS social workers are able to break down many of the barriers and stigma families/whānau feel by asking for help.

Referral process

Referrals to the Service are formal requests for a social work service. Referrals can be made by children and families/whānau (self-referrals), schools, statutory agencies (e.g. Child Youth and Family) or health and community agencies working with families/whānau.

Referrals to the Service are made with the consent of families/whānau. The Service can be only be successful with the willing participation of children and their families/whānau so it is important that the family/whānau understand the reason they have been referred to the Service and give their consent to this referral. If a child self refers and does not want their family/whānau to know, the social worker should work with the child to determine the best approach to gain parental consent to ongoing SWiS services.

While the social worker's primary focus is the child in the SWiS school, the social worker will take a whole of family/whānau approach which may include working with parents or caregivers and siblings regardless of the school they are attending.

When a child engaged with the Service moves to another school, this transition is to be supported through joint planning to ensure a smooth transition. This plan may include transition to SWiS services in the new school, or where no service is available the social worker should work with their school to ensure any issues which may impact on learning are included in the child's file to advise the new school. This should be provided with the consent of the child's family. Referral to a community social work support agency may also be appropriate. If necessary and practicable, the SWiS social worker may follow up with the child and family/whānau for up to six months.

Reports (Notifications) of Concern to Child Youth and Family

As professionals working closely with children and their families/whānau, SWiS social workers play a valuable role in helping keep children safe. Any concerns a social worker has for a child's immediate safety should be notified to Child, Youth and Family on the same day as concerns are known. The SWiS social worker should liaise with the school and the social worker's supervisor/manager to ensure adequate support.

If a social worker is unsure of the level of risk to a child, or has general concerns, they can discuss these with a Child, Youth and Family social worker at the local site, or call Child, Youth and Family on 0508 FAMILY (0508 326 459). This may help assess whether a statutory response is required.

All Child, Youth and Family approved Providers should have their own internal child protection protocols to ensure everyone knows what to do if they're concerned (*Business viability standard 2: Provider Guide to the Standards for Approval*). SWiS social workers will advise their supervisors, managers and school when making a report of concern (notification) and work with the school to support the child and their family/whānau wherever possible. More information about what happens when you report a concern to Child, Youth and Family is included in the 'Working Together' interagency guide.

4. Service Delivery

Where do Providers fit in the big picture?

Providers are contracted by the Ministry to deliver the SWiS Service. This includes employing and supervising social workers and managing the SWiS Service in accordance with the Outcome Agreement and Service Specifications.

Providers work in collaboration with other community service providers to ensure SWiS services are delivered in a coordinated way. Key relationships include MoE regional teams, Child, Youth and Family local offices, regional and national Ministry contracting teams and others as appropriate.

In order to achieve the aims of this Service, it is important that the Provider works closely with the schools within their Cluster. This relationship is formalised in a Partnering Agreement which forms the local framework for the SWiS Service.

The Provider will:

- employ and support competent, qualified social workers
- support social workers to remain registered or to complete New Zealand Social Work Registration Board (SWRB) Registration where they are not currently registered
- provide opportunities for on-going training and professional development of social workers
- apply the partnering principles/framework as agreed in the Partnering Agreement
- promptly address any concerns or conflict between the school, the social worker and/or the Provider to ensure children and family/whānau access to SWiS is not compromised by relationship issues. The Partnering Agreement should include a process to guide issues resolution
- ensure appropriate community liaison and networking links are made to support the social workers, clients of the Service and schools
- develop a process in partnership with the schools, to determine who takes responsibility for making reports of concern to Child, Youth and Family where there is evidence or disclosure of abuse or neglect, or concern for a child's immediate safety. Providers and schools will have their own protocols in place and it is essential that they agree on a process that follows protocols and determines the appropriate person to make the report of concern in each case. Notification may also be made to the Police
- partner with local Child, Youth and Family sites to share knowledge and expertise
- ensure SWiS Governance Group meetings occur quarterly, arrange these and actively participate.

Employing and supporting a SWiS social worker

To support the delivery of a professional social work service, the Provider is responsible for employing skilled social workers.

The Provider attends to all employment processes including:

- the recruitment and employment processes
- supervision and management
- training and professional development.

The Provider is to employ social workers who hold a social work qualification recognised by the New Zealand SWRB. Where it is not possible to recruit a suitably skilled and qualified social worker, the Provider may employ a social worker who is actively working towards a recognised social work qualification, as defined by the New Zealand SWRB. This will include a timeframe for completing the qualification. The Provider must provide details to the Ministry's regional contract advisor if any social workers are employed who are not yet qualified.

The Provider ensures that:

- schools are consulted when appointing a new SWiS social worker
- representatives from the school Cluster, where possible, a local senior Child, Youth and Family staff member and Maori and/or Pacific representation where appropriate, will participate in the interview process
- there is a clear process for vetting applicants, including speaking to referees and a police check
- each social worker has a clear, detailed job description and a documented professional development plan
- remuneration for social workers will reflect their qualifications, experience and skills
- social workers are able to work flexible hours as agreed in their employment agreement, to enable them to attend family/whānau meetings outside normal work hours.

Social worker competencies

The most important factor in the success of the Service is the ability of the social worker to establish a professional, supportive and effective working relationship with each child and their family/whānau to ensure their goals for change are achieved.

It is important that social workers:

- are able to work well within the school system(s) and with school personnel
- are able to work children and family/whānau to develop positive family and peer relationships
- are committed to best practice
- are able to explain and promote social work in the school setting
- are able to manage their time well, given they will often be working across several schools
- demonstrate confidence and skill in group programme planning and facilitation.

While the Provider has discretion to develop the job description they believe best reflects the position requirements, core competencies must be considered to ensure the best fit for the role. The Provider will be informed by standard core competencies and by the specific social workers practice competencies detailed in the SWiS Toolkit 'the competency framework for practice excellence' when employing new social workers.

Supervision and training

The Provider is responsible for the quality of professional supervision, the support the social worker receives when working in the school setting and their access to appropriate training and development opportunities. The Provider is responsible for employing or contracting a supervisor, monitoring the implementation of the supervision plan and working with the social worker to develop a professional development plan.

Supervision is a compulsory requirement of the Service:

- all social workers must receive no less than one hour per fortnight of formal, one-to-one professional supervision
- for new workers, supervision and/or mentoring should be weekly for at least the first six months of their employment. This should include close support for their role in developing collaborative relationships and shared expectations with school personnel and systems
- professional supervision must be provided by a qualified, registered and experienced social worker with proven skills and experience in social work supervision. It is preferable that the supervisor also holds a supervision qualification in social services that has been awarded by a registered and accredited education provider, or is working towards this. If a supervisor does not have a supervision qualification, they are required to provide evidence of their skills and experience in providing social work supervision to Child Youth and Family regional contract advisors.

The SWiS supervision policy and specifications have been developed to guide best practice in supervision.

Service support

The Provider will provide:

- office space and administrative support for the SWiS social worker while working outside the school offices and during the school holiday periods

- a mobile telephone for the SWiS social worker and pay all costs associated with this mobile telephone
- internet access
- organisational insurance to cover social workers working off-site
- provision of a car for the SWiS social worker, or reimbursement of travel costs if the social worker's employment contract specifies that their own car is to be used for work purposes
- a portable computer for the SWiS social worker's use within schools.

Management of vacancies and back-up for SWiS social workers

The Provider will provide a professional back-up social work service if the SWiS social worker is on leave, undergoing training or there is a vacancy to ensure continuity of service delivery.

The Provider will ensure that the back-up strategy and contact person will be communicated to the school Cluster partners and noted in the Partnering Agreement.

The Provider will ensure that any SWiS social worker vacancy is suitably and promptly filled.

Working in partnership to create a more cohesive and responsive service

The SWiS Service is part of a range of intervention options available to support families. It is important, therefore, that there is a collaborative and supportive working relationship between all key partners, including the social worker, Provider, schools and local Child, Youth and Family office. This helps to ensure services and supports for children and their families/whānau are cohesive, effective and accessible.

To support this, the Ministry is introducing a Governance Group structure to provide oversight of a community's needs and a forum for community networking with SWiS as the focus.

SWiS Governance

In past years, SWiS operational management has been undertaken by cluster partners in quarterly cluster meetings. For the purpose of this document, a Cluster is defined as the school or schools associated with one SWiS worker and the provider employer.

As a result of the current expansion of SWiS, the scope and size of the service is increasing considerably in some areas and a different structure for managing the local governance of SWiS is being introduced. The quarterly meetings will now be known as Governance Group meetings.

We are realigning SWiS governance to support collaboration with other agencies to meet the needs of vulnerable children, to provide a forum for identification of trends and gaps in available services and to minimise duplication of group programmes within communities. Local MoE and Child, Youth and Family operational management representatives will be invited to be members of local SWiS Governance Groups alongside school principals, Ministry of Social Development regional contract advisors and SWiS Providers for an area.

A Terms of Reference document has been developed to guide the establishment of these groups and to ensure all members know the purpose, roles, responsibilities and activities of the group. A Governance Group meeting minutes template has been developed to facilitate record-keeping. Meetings will remain quarterly.

Cluster partners have in the past included MoE and Ministry of Social Development regional contract advisors, alongside SWiS providers and schools. As the primary relationship for managing the day-to-day operation of the SWiS service is between the SWiS provider and the schools in a cluster, Partnering Agreements will now be between the SWiS provider and the schools of each worker. For example, a provider with three SWiS workers would have three separate Partnering Agreements. A new Partnering Agreement template has been developed to reflect this and will replace previous versions.

Local Governance Groups will have the option of establishing sub-groups to meet local needs including negotiating Partnering Agreements and aid or manage operational matters.

With the agreement of the Governance Group members, a meeting of the larger Governance Group may be held one quarter and sub-groups, made up of the cluster partners, may meet the next quarter.

Minutes from sub-group meetings should be made available to the full Governance Group and relevant information discussed with the wider group as necessary. Actions from meeting minutes should include action points which indicate responsibilities and timeframes.

Governance Groups aim to:

- understand the needs in the school community through a review of referrals, trends and issues from SWiS referrals, Child, Youth and Family referrals, school data and any other relevant information
- build relationships between key SWiS stakeholders to enhance on-going communication
- consider how SWiS partners and relevant agencies can work together to share knowledge and expertise
- support SWiS services to be delivered in partnership with other community based and statutory services
- meet the holistic needs of children and their families/whānau
- consider options for group programmes to address identified needs, taking into account locally and nationally funded/available programmes
- identify group facilitation skills within the SWiS social work community to enable sharing of group programme resources across the schools represented by the Governance Group
- provide advice when needed to ensure group programme selection and implementation meets the outcomes sought and follow the SWiS process guidelines
- provide a feedback forum to review measurement of the effectiveness of group programmes.

School/Provider partnership

It is essential that Providers and the schools they are working with are clear about the role of social workers and have a common understanding of procedures to ensure social workers are able to carry out their role

effectively. The Partnering Agreement will describe the processes for service delivery and agreed responsibilities for promoting the SWiS Service within the school. This Agreement will include:

- service delivery arrangements in each school within the Cluster
- ensuring the social worker is able to attend Special Education Needs Coordinator (SENCO) or any other pastoral care meetings at each school
- plans to promote the SWiS Services to the school community
- collating reports to present to the Governance Group
- resolving complaints and issues which arise between school and service provider or social worker.

Any issues arising which are unable to be resolved at the cluster level should be addressed within the Governance Group.

Centres of Excellence

In some areas, local groups of SWiS Providers and social workers are working together to share knowledge and expertise. The Ministry of Social Development supports this initiative and sees it as an important development for SWiS. We will encourage Providers to establish local centres of excellence and where the Ministry of Social Development has the relevant expertise, they will support with resources and training needs identified within these forums.

Activities of the groups may include:

- considering regional professional development opportunities
- developing best practice systems through sharing knowledge, expertise, systems and processes
- consideration of training and support gaps from a regional perspective.

The roles of other partners

Ministry of Social Development

The Ministry will:

- manage the funding allocated to the SWiS Service
- select and contract with approved Providers under Section 403 of the Children, Young Persons and Their Families Act 1989, using Ministry of Social Development Standards of Approval
- attend and provide advice and programme overview to ensure the Service is delivered in accordance with the Outcome Agreement and Service Specifications
- monitor service delivery and financial management by the Provider. All Providers are required to report to the Ministry. The reporting requirements are detailed in the Outcome Agreement and the SWiS Provider Return Report
- report back to Government on the SWiS Service and its outcomes
- develop resources and support the Service
- liaise with the Ministry of Education nationally and regionally
- work with Providers to identify learning needs and where appropriate share training opportunities
- provide relevant training materials including the SWiS Toolkit

- coordinate regular meetings with the SWiS social workers to share knowledge and expertise, including invitations to attend relevant internal training
- partner with SWiS Providers to share knowledge and expertise.

Schools

Schools are key partners in the provision of the Service. A collaborative working relationship between the social worker, the Provider and schools within the Cluster is crucial to the effective operation of the Service.

The participating schools have a very important role in supporting the Service, therefore it is important that schools:

- ensure the principal (or another senior staff member) attends and contributes to all Governance Group meetings
- create a collaborative working environment in which social workers are able to carry out their work successfully
- provide access to children during the school day
- have a comprehensive understanding of the Service and promote SWiS to school staff and families/whānau
- utilise the agreed referral process (*see the 'referrals' section of this document*)
- gain consent from family/whānau for referrals to the Service, understanding that access to SWiS support is often compromised by families/whānau not being adequately prepared for a referral
- promptly address any concerns or conflict between the school, the social worker and/or the Provider to ensure children and family/whānau access to SWiS is not compromised by relationship issues
- recognise that SWiS social work is a professional role with clear specifications
- support the delivery of group programmes within the school with resources, such as stationery and any other tools the school has available
- provide a room within each school for social workers to meet confidentially with children and family/whānau without interruption and with access to kitchen, bathroom and administrative support
- base schools are responsible for providing a social worker's primary work space including a desk, lockable filing cabinet and resources the social worker requires to carry out their work from within the school environment.

Ministry of Education

The Ministry of Education (MoE) is a key partner, particularly in the development of a new SWiS Service or when issues arise that they can assist with. It is important that local representatives attend and contribute to strategic governance meetings. Where issues arise that MoE has some expertise in or responsibility for, it will assist the SWiS partners to develop a resolution.

When a new SWiS Service is established MoE will provide support for school modifications and equipment required to enable the SWiS social worker to work from a base school.

In consultation the Provider, MoE and the school representatives will determine the most appropriate location for the social worker in each school. Where possible, existing suitable accommodation will be used and MoE will work with each school to determine what property modifications are required.

Promotion of Service

Promotion of SWiS is important. Therefore it will be the joint responsibility of the SWiS social worker, the Provider and school to promote the Service in each school community, so that all stakeholders are aware of the Service and how they may access it.

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5. Results Measurement Framework

What is the Results Measurement Framework?

The Results Measurement Framework (RMF) is a measurement system that provides a clear line of sight all the way from the performance of the our investments to the Better Public Service targets the Ministry is responsible for. It will help to demonstrate how purchased services contribute to the achievement of the bigger outcomes we are seeking. The Ministry is applying the framework, which is aligned with the Results Based Accountability™ (RBA) approach to each of its priority results areas.

How does it work?

The RMF has two levels - the population level (which covers high level Government priorities) and the performance level (which looks at provider/programme client results). The two levels are connected to give the Ministry a better understanding of service demand and supply and to help strategic planning and purchasing decisions. By using actual, measurable client results the Ministry will be able to build an evidence base of effective services in communities.

Understanding the two levels

Population level

The RMF's population level looks at high level Government priorities and provides a set of 'intermediate outcomes' under each of the three priority results:

- supporting vulnerable children, children in hardship and reducing maltreatment
- supporting vulnerable young people, including youth offenders, and reducing youth crime
- supporting adult victims/survivors, addressing perpetrators behaviour and reducing violent crime.

These are further categorised by the intensity level of service provision:

- prevention
- early intervention
- intensive support
- statutory intervention

Purchased services will contribute to the achievement of the Ministry' three priority results and intermediate outcomes.

Performance level

The RMF's performance level is focused on the performance of purchased services. It provides a structure for measuring different aspects of service delivery, including:

- quality - 'how well?'
- quantity - 'how much?'
- client results - 'is anyone better off?'

Generic Measures

The Ministry will assess quality and quantity using a generic set of measures. These will include, for example, the number of clients referred to the service and the percentage of clients assessed as 'successfully completed'.

Client Result Measures

Client result measures will be developed on a programme by programme basis, as the RMF is implemented. Depending on the service, client result measures will focus on either:

- change in skills and knowledge
- change in circumstances
- change in attitudes and beliefs
- change in behaviour.

The Ministry will 'cluster' measures for similar services; so that they share common result measures where it's possible and makes sense to do so. By identifying the most important changes rather than measuring every result, we aim to minimise compliance on providers.

How does it all fit together?

The following table provides an example of how the Results Measure Framework for Social Workers in Schools fits together.

Results Measurement Framework: Vulnerable Children Priority Result

Providing a line of sight from the the Government's priorities to what providers need to contribute towards.

Population Level				
<p>The Ministries of Social Development, Education, and Health are working together, with Police and the Social Sector Forum, on four results that will support vulnerable children:</p> <ul style="list-style-type: none">• Assaults on children: reduce numbers of children experiencing physical abuse by 5% by 2017.• Immunisation: In June 2017 95 % of eight month olds are fully immunised.• Early childhood education: In 2016, 98% of children starting school will have participated in quality early childhood education.• Rheumatic fever: Rates of rheumatic fever are reduced by two thirds to 1.4 cases per 100,000 people by June 2017.				
Priority Result: Vulnerable children, children in hardship and reducing child maltreatment				
Intermediate Outcomes	<p>New Zealanders' attitudes towards child maltreatment are changed and they feel compelled to act on concerns.</p> <p>Whānau / family are economically secure and have the ability to improve their financial security.</p> <p>Whānau / family and caregivers are nurturing, engage with school and have the skills and knowledge to keep children safe and healthy.</p> <p>Whānau / family / iwi / Māori / children who experience trauma, have illness or disabilities have improved well-being to participate fully in society.</p> <p>Tamariki / children who have experienced out-of-home care lead healthy lifestyles and participate fully in their communities.</p>			
Population Indicator(s)	<p># and % of people who "strongly agree" or "agree" that protecting children is the responsibility of every adult.</p> <p># and % of a positive change where need identified for improved child / caregiver relationships.</p> <p># and % of people who "strongly disagree" or "disagree" that their parents treat their children as badly as their own business.</p> <p># and % of people who would want to act if they saw suspicious bruises on the child of a friend or family member.</p> <p>Benefit Indicators:</p> <ul style="list-style-type: none"># and % of families age parent(s) / caregiver(s) with dependent children receiving benefits by duration. <p>Living cost indicators:</p> <ul style="list-style-type: none"># and % of families (couple and solo-parents) with dependent children that require housing assistance (Accommodation Supplement, Income-related Residential Subsidy).# and % of families (couple and solo-parents) with dependent children living in the most deprived areas (NZ Dep decile 8, 9, 10).# and % of families (couple and solo-parents) with children living below the hardship level on the ELI score of non-maintaining standards.# and % of babies enrolled in Playnet who live in the most deprived (NZ Dep decile 8 to 10) areas. <p>Income indicators:</p> <ul style="list-style-type: none"># and % of households as a percentage of disposable income of 25%, 30% more by changing status (rented, partly-owned, not owned by usual resident(s)).# and % of Māori (couple and solo-parents) with dependent children.# and % of individuals or couples who report that the adequacy of their income is "more than enough" or "enough" to meet every day needs.# and % of people who in the last 12 months have done any of the following "a lot" to keep cash out:- gone without fresh fruit or vegetables- postponed or put off visits to the doctor- done without, or cut back on trips to the shops- eaten food from other local places- spent less on hobbies or other special interests than you would like- put up with feeling cold- delayed replacing or repairing broken or damaged appliances (GSS). <p>Health Indicators:</p> <ul style="list-style-type: none"># and % of children enrolled and attending with child visits.Hospitalisations for injuries arising from assault, neglect or maltreatment of children aged 0-14.# and % of children and young people who are in custody.# and % of children/young people with the following health conditions: asthma, eczema, diabetes, rheumatic heart disease, depression, anxiety disorder, ADD or ADHD. <p>Education Indicators:</p> <ul style="list-style-type: none"># and standards rates for children who were standard, suspended, excluded, and repetition, and their below standard report.# and % of children and young people enrolled as not being enrolled (disengaged) in education by year level group.# and % of children enrolled in ECE and attend regularly.# and % of children using to receive power consent for educational support and / or receiving educational support.# and % of children who have moved schools more than twice during the calendar school year.# and % of children with five or more days of unexcused absences by age-group / year level. <p>Parenting/safety Indicators:</p> <ul style="list-style-type: none"># and % of care and protection reports of concern requiring Social Worker response.# and % of children and young people who have been hospitalised with troubling behaviour under the age of five.# and % of families with dependent children referred to other services such as parenting programmes. <p>Victims/Injury Indicators:</p> <ul style="list-style-type: none"># and % of children and young people who have been victimised by family member, non-family member or stranger.# and % of children and young people who have been a victim of a violent offence committed by family or non-family member.# and % of children and young people who were victimised.# and % of distressed children and young people who were needs assessed, and received a substantiated abuse and neglect.# and % of children and young people who received hospital treatment for an unmanageable injury.Hospitalisations for injuries arising from assault, neglect or maltreatment of children aged 0-14.The # and % of parent(s) caregiver(s) of children who have had a CVF notification. <p>Health Indicators:</p> <ul style="list-style-type: none"># and % of children and young people who have disabilities, and those with co-occurring disabilities requiring additional support.# and % of positive change where need has been identified for child or young person to feel (not) safe, happy, and able to go to (or) school (or) in development).# and % of children and young people receiving mental health treatment by their primary care by age.# and % of people changing where they identified for child to feel (not) safe and happy (further development).# and % of parent(s) caregiver(s) with dependent child under 15 years who have a mental health issue. <p>Disability Indicators:</p> <ul style="list-style-type: none"># and % of children/young people who report mental health issue (physical/mental) under 15 years.# and % of parent(s) caregiver(s) with dependent child under 15 years resulting alcohol and drug treatment. <p>Care Indicators:</p> <ul style="list-style-type: none"># and % of children who had previously been in care, and returned with a need of support.# and % of children in custody who achieved stable living arrangements within 12 months (plus period prior to care).# of children in care for youth justice reasons. <p>Adversity Indicators:</p> <ul style="list-style-type: none"># and % of children who were maltreated and/or abused within custody.# and % of re-disseminated neglect/neglect findings by local areas of children and young people who had previously experienced out-of-home care.# and % of children and young people who received hospital treatment for an unmanageable injury.Hospitalisations for injuries arising from assault, neglect or maltreatment of children aged 0-14.# and % of CVF distinct collections, substantiated abuse or neglect that were followed up.# and age-standardised rate of children and young people with substantiated (including CVF) physical abuse only, sexual abuse only, emotional abuse only, neglect, combined finding types.# and % of 12-month people who in the last 12 months have (a) reported that they've or done anything that might have harmed (but not kill) themselves at least once.# and % of CVF distinct collection, substantiated abuse or neglect who in the last 12 months have (a) seriously thought about killing themselves, (b) made a plan about how they would kill themselves, (c) tried to kill themselves at least once in the last 12 months.# and % of children in care who transition to the adult corrections system.			
<p># and % of infant deaths per 1,000 live births.</p> <p># and % of child deaths as a result of neglect, abuse, violence.</p> <p># and % of children for whom at least two of the following risk factors apply (CVF finding must be shared, caregiver with a Corrections history, non-term benefit receipt, Mother has no formal qualifications).</p>				
Intervention Levels	<p>Prevention</p> <p>Risk factors are prevented before they occur.</p> <p>Early Intervention</p> <p>Issues are identified early and families are supported to meet their children's needs.</p> <p>High risk / Intensive Support</p> <p>High risk families are identified, monitored, and their problems managed or reduced.</p> <p>Statutory Intervention / Crisis responses</p> <p>High Children / young people who have been maltreated are safe, recover and have good outcomes.</p>			
Services	<p>Services in Schools: SWIS, MASSISS, YWISS</p> <p>Social work intervention, delivered in the school setting, improves the circumstances of children and their families by addressing social and health risks that could negatively impact education outcomes.</p>			
Theory of Change	<p>What we know</p> <p>Promote positive parenting through communication channels that reach and engage vulnerable parents.</p> <p>Work with partners to increase focus on influencing vulnerable parents.</p> <p>Deliver training to sectors that influence at risk children.</p> <p>Develop joint approaches that support other MSD parent-centred initiatives.</p> <p>Co-design community-wide projects that increase reach and impact for vulnerable parents.</p> <p>Use research and evaluation to inform priorities, activities and decision making.</p> <p>What we hope to improve</p> <p>Improve parents knowledge about child development and positive parenting strategies.</p> <p>Increase parent engagement with social support.</p> <p>Build community support for parents.</p> <p>Parent to feel supported rather than judged.</p> <p>Which will contribute to:</p> <p>Increased use of positive parenting strategies.</p> <p>New community coalitions to design and deliver support with parents.</p> <p>Improved parenting skills and knowledge.</p> <p>Increased acceptance of informal support and services.</p> <p>For the ultimate goal of:</p> <p>Increased likelihood of optimal child development.</p> <p>Parents raising their children in a positive way.</p> <p>Increased support, reduced isolation and stress.</p> <p>Increased nurturing and attachment.</p> <p>Increased social supports that are accepted.</p>			
Performance Level				
Results Measurement Framework	Information requirements			
	Individual client level data			
	Client's full legal name, address, date of birth, gender, ethnicity, nationality, iwi/hapu, consent			
	Dependent's relationship, date of birth			
	Quantity and Quality Measures			
	Quantity Measures	Of the total clients reported:		
Quality Measures	Of the clients who closed during the reporting period:			
	Of the clients who closed during the reporting period but made referral to another agency / service			
Client Result Measures	Of the clients who closed during the reporting period:			
	Of the clients who reported increased skills and/or confidence to manage challenging situations (pre and post intervention)			
Provider narrative reporting to support data reported:				
1. What is the story behind the data? (e.g. environmental factors impacting on client results)				
2. What are your areas for improvement towards better results (continuous improvement)?				
3. Who are your partners to help you achieve results?				
4. What combination of services do you think is most effective for your clients?				

6. Reporting

What reports are required by the Ministry?

Reporting is required to meet the contractual obligations set out in the Outcome Agreement. Reporting is necessary to ensure accountability to Government for the funding provided under that Outcome Agreement. The Ministry has agreed on the quantity and nature of the Services the funding supports, and we are required to report to Government that this has been achieved.

The following reports must be completed and sent to your Ministry Contract Manager on the dates set out in the Outcome Agreement:

- client level data reporting – a web based tool supplied to the provider
- RMF reporting - provided electronically by your Community Investment Advisor

Examples of these reporting templates are attached as Appendix Three of these Service Specifications.

Client data collection and sharing

The Ministry intends to introduce the collection of individual client level data through provider's contracts. We are not interested in case notes, or personal files – we just need the information that allows us to track results for clients in a meaningful way.

By collecting information on clients, and then assessing the effectiveness of different providers and programmes in achieving results for clients, we start to develop an evidence base about what works for different types of client cohorts. This will mean that the Ministry can target its spending more effectively to achieve the best results for vulnerable New Zealanders.

For both the Ministry and providers, data collection and matching will:

- provide an objective measure of how well providers are performing for different client cohorts that will enable conversations at all levels of the organisation about continuous improvement.
- enable effective practice to spread, and the fostering of innovative new solutions through the shared measurement of statistical level results for different client cohorts.
- mean we can demonstrate the difference we have made to the lives of vulnerable New Zealanders for the funding spent on community based social services.

What client level data needs to be collected for reporting purposes?

Those clients that are engaged and or enrolled in SWiS after 1 July 2016 will be required to consent to their information being shared with the Ministry. This means that you are required to collect and report on the following client level data for all new clients from 1 July 2016.

A. Demographic data – this data is visible to the Ministry and all providers using the Ministry's Client Level Data Reporting Tool.

- name (first, middle and last)
- location
- primary ethnicity
- iwi affiliation
- gender
- date of birth
- name of dependants (if appropriate)
- DoB of dependants (if appropriate)

B. Service specific data – this data is visible only to the Ministry and the provider delivering the service

- service accessed
- results achieved

This will require both the Ministry and the Provider to ensure that all personal information relating to the Service is kept secure and will comply with the Privacy Act 1993.

How will client consent be managed?

You must ensure that any client and their family/whānau, engaged or to be enrolled in the Service from whom you collect personal information, understands that his/her information will be provided to the Ministry and other departments. For clients under the age of XX, the permission of the primary caregiver must be sought.

The client is required to consent to share the information with the Ministry by signing the Client Consent Form attached as Appendix Four in these Service Specifications. If it is impracticable that the client sign at enrolment, you will need to ensure that the client signs the Client Consent Form as soon as reasonably practicable.

Ministry staff dealing with the Outcome Agreement will not see identifying information about clients.

If the client is willing and consents, their service history and results can be shared with another provider.

What happens if a client refuses to give consent?

Consent is a compulsory requirement if the service is to be funded by MSD.

Why is this level of information collected?

The primary purpose of client level data collection is to assess client results achieved by the Service intervention and the overall effectiveness of the Service. Non identifiable client information may also be shared and compared with other information held by the Ministry and/or other external agencies and/or services for the purpose of understanding effectiveness of services across Government and to inform future services planning and development.

6. Definitions

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

"Outcome Agreement" means the contract entered into by the Provider and the Ministry for these Services.

"Provider" means the organisation the Ministry has contracted with to provide these Services.

"Services" means the Services to be provided under the Outcome Agreement and "Service" has a corresponding meaning.

"Partnering Agreement" refers to the agreement negotiated between the Provider and each school within the Cluster to guide the local delivery of the Service. This is not a legally binding document and differs in this way from the 'Outcome Agreement' referred to above.

"Paramountcy Principle" refers to section 6 of the Children, Young Persons and Their Families Act 1989, which defines paramountcy as "the welfare and interests of the child or young person shall be the first and paramount consideration".

"Cluster" refers to the group of schools which a particular social worker is working within.

Appendix One

Provider Feedback Form

Please send to:

Community Investment MSD National Office PO Box 1556 WELLINGTON 6140	Or Fax
--	----------------------

Suggested change to the Service Specifications (including appendices)

Topic	Reference section / page	Suggested change / description

Name Date

Provider Name

Contact details

Appendix Two

The SWiS social work process:

(NB: This is a summary of the process and it is outlined in more detail in the SWiS Toolkit)

Referral to SWiS	<ul style="list-style-type: none"> Referral to SWiS Service from school staff, community, statutory services, or self-referral Advise referrer of expected timeframe for making contact with family/whānau Notify Child Youth and Family if immediate safety risks are identified.
First contact	<ul style="list-style-type: none"> SWiS contacts/meets with family/whānau to fully explain Service Initial consent to Service/information-sharing should be gained at this point If Service is denied at this point, the reason for this needs to be documented and the referrer advised Re-assess risk to child and take any action required.
Gain written consent	<ul style="list-style-type: none"> Face to face meeting to gain formal written consent to Service/information sharing with school, other services etc. Record all information If Service is denied at this point, the reason for this needs to be documented and the referrer advised Re-assess risk to child and take any action required.
Strengths and needs assessment	<ul style="list-style-type: none"> Begin assessment of needs/issues/strengths/resources/risks Document information including assessed level of risk at time of referral and again at assessment Advise referrer that client has been engaged, or if consent to Service has been denied If consent is denied, document all contact clearly and advise referrer If serious concerns/risk are present liaise with referrer and/or school about a report of concern being made.
Developing and implementing the plan	<ul style="list-style-type: none"> Support the child and their families to develop goals and a plan for how these goals will be achieved Agree the frequency of contact and roles and responsibilities of those involved in achieving the goals. The plan should include tasks for the child, the family/whānau, the social worker and other key supports Help the child and their family/whānau picture a future in which the social worker will no longer be needed and the client/ family/whānau is better able to manage the situation which prompted the referral Involve and make referrals to wider supports as appropriate Define roles, responsibilities and communication processes when other organisations/professionals are involved in supporting the child and their family/whānau. Provide case coordination where necessary.
Reviewing and assessing the plan progress	<ul style="list-style-type: none"> The plan/goals/strategies need to be regularly reviewed, progress assessed and adjustments made as required Track whether the initial goals are still relevant Identify any barriers to progress and opportunities to renegotiate tasks, goals, and partners to the process Wherever possible, short-term intervention with clear, achievable goals should be negotiated Strengths-based practice focuses on clients' achievement of goals and feeling better able to manage problems in their lives
Case closure	<ul style="list-style-type: none"> Review of progress should identify when goals for change have been met Closure of a SWiS intervention is to be managed in consultation with clients The referrer and other partners in the change process will be advised and feedback sought from school and any other relevant services to assess positive outcomes The SWiS Service will seek information to evaluate the effectiveness of the Service provided to inform Cluster partners, SWiS Service development within the Provider organisation and to fulfil MSD contractual reporting requirements.

Appendix Three – Provider Return Report

Legal Name Report Form for Period Report1-Start-Date to Report1-End-Date

Report Due Dates
5 December 2016
10 July 2017

Signed by: _____

Date: _____

Name: _____

Position: _____

Service: Provision of school-based social workers to assist children whose social and family circumstances put them at risk of not achieving good health, education and welfare outcomes.

N.B. Clients are to be recorded at point of entry into the service from 1 July each year.

Measure Type	Service Unit of Measure (during the reporting period)	Quantity of Service	01 July 2016 to 30 November 2016	01 July 2016 to 30 June 2017
Quantity Measures	Of the number of clients during the reporting period:			
	Number referred to the service	100		
	Number started the service	Report actual		
	Number closed	Report actual		
	Number closed but made referral to another agency / service	Report actual		

Measure Type	Service Unit of Measure (during the reporting period)	Quantity of Service	01 July 2016 to 30 November 2016	01 July 2016 to 30 June 2017
	Number carried over from the last financial year (note: this is only reported on for the first report of the new financial year)	Report actual		
Quality Measures	<u>Of the clients who closed during the reporting period:</u>	Report actual		
	Percentage of clients starting the service	Report actual		
	Percentage who were assessed as "successfully completed"	Report actual		
	Percentage who provided formal "client satisfaction" feedback	Report actual		
Client Result Measures	Percentage who reported that they were satisfied or very satisfied with the service.	Report actual		
	<u>Of the clients who closed during the reporting period:</u>			
	Percentage of clients who have improved engagement in school	Report actual		
	Percentage of clients who report increased skills and/or confidence to manage challenging situations (pre and post intervention)	Report actual		
	Percentage of parents / caregivers with increased engagement with the school	Report actual		

Provider narrative reporting to support data reported:	
1. What is the "story behind the data"? (e.g., environmental factors impacting on client results)	
2. What are your areas for improvement towards better results (continuous improvement)?	
3. Who are your partners to help you achieve results?	
4. What combination of services do you think is most effective for your clients?	

Appendix Four



MINISTRY OF SOCIAL
DEVELOPMENT
TE HANATU WHAKAHIAO ORA

COMMUNITY INVESTMENT
TE HAUMI A-HAPORI

(Provider logo here)

INFORMATION SHARING CONSENT

(to be completed by client)

I _____ (the client or Primary Caregiver) give my consent for the personal details listed below to be provided by _____ (the Provider) to Community Investment, Ministry of Social Development (the Ministry).

The information provided to the Ministry about me will be:

- name (first, middle and last)
- location
- primary ethnicity
- iwi affiliation
- gender
- date of birth
- number of dependants (if applicable)
- age of dependants (if applicable)
- the outcomes I achieved as a result of the service I received.

I understand that:

- The primary purpose of collecting client information is to assess the effectiveness of the Service Provider and the overall service.
- My personal details will not be identifiable in any reports provided to the Ministry.
- Information will be kept securely and will not include case notes.
- If I access another Service Provider funded by the Ministry they will be able to view my details above, but will not include information about the services I received, the outcomes I achieved or any other written case notes etc.
- My anonymized information may also be shared and compared with other information held by the Ministry or other external agencies/providers, for the purpose of understanding effectiveness of services across Government and inform future services, planning, and development.
- Receiving MSD funded social services from this Provider is dependent upon approval of this form.

For further inquiries please contact Community Investment, Ministry of Social Development (the Ministry) at XXXXX, XXXXX

Signed: _____ (Client or Primary Caregiver)

Date: _____

Representative: _____

Relationship to Client: _____



MINISTRY OF SOCIAL
DEVELOPMENT
TE MANATŪ WHAKAHIA TO ORA

Report

Date: 10 May 2016

Security Level: IN CONFIDENCE

To: Hon Jo Goodhew, Associate Minister for Social Development

CC: Hon Anne Tolley, Minister for Social Development

Community Investment Strategy: The Vision, Key Deliverables and Return on Investment

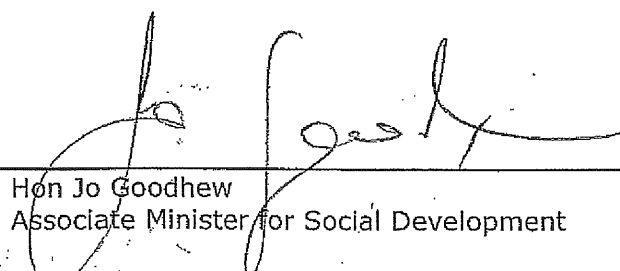
Purpose of the report

1. This paper describes the vision of the Community Investment Strategy as building a system over a three year implementation period to improve the results we achieve for vulnerable New Zealanders.
2. The paper presents the system and its key components including the key deliverables of the Strategy through to 2018.
3. We describe key changes and features of the contracts and how they will provide data which can be used to calculate Return on Investment. Within this paper we also address the Minister of Finance's questions about feedback loops, real time data and analysis, and use of customer level data.

Out of scope


Murray Edridge
Deputy Chief Executive, Community Investment

10 May 2016.
Date


Hon Jo Goodhew
Associate Minister for Social Development

10/5/16.
Date

Out of scope

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Out of scope

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A) Using data analytics to plan our investment portfolio, based on understanding the need of our target groups

10. We are using data analytics to provide the basis for where and who we should be providing services for. We are adding to this analysis with work on policy reviews, evaluations and on the ground knowledge of community needs within regions. We will develop a more sophisticated set of data analytics as we gather consistent customer and performance data. The data and evidence gathered will form the basis for investment decisions across the three priority result areas, the spectrum of intervention levels, and geographic spread.

11. The data and evidence will underpin a long term (2-10 year) outlook which will be revised annually as part of regional and national investment planning. This longer-term view will allow us to identify and manage service gaps and risks, and plan mitigation strategies through a combination of approaches, including partnerships [with other Government agencies, philanthropic and Providers], results-based procurement and innovation.

From 2017/18 data analytics about the needs of our target groups will inform funding distribution

From 2017/18 a new appropriation structure will support flexibility in funding decisions

Out of scope

Out of scope

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Out of scope

25. Customer data will also enable us to understand the age, ethnicity, gender, location and other key demographics to identify whether the most vulnerable are being targeted and supported.

Out of scope

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Out of scope

File ref: REP/16/5/532

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(d)



MINISTRY OF SOCIAL
DEVELOPMENT
TE MANATŪ WHAKAHIATO ORA

Report

Date: 20 June 2016

Security Level: IN CONFIDENCE

To: Hon Jo Goodhew, Associate Minister for Social Development

CC: Hon Anne Tolley, Minister for Social Development

Community Investment Strategy: Revised version of the Results Measurement Framework

Purpose of the report

- 1 This report conveys the revised Community Investment Strategy (the Strategy) Results Measurement Framework (RMF). It describes the outcomes the Strategy aims to achieve, and links them to cross agency outcomes, lower level intermediate outcomes and client result measures.
- 2 An example of how this can work for an individual service (Family Start) is also provided.

Out of scope


Murray Edridge
Deputy Chief Executive
Community Investment

22 June 2016
Date


Hon Jo Goodhew
Associate Minister for Social Development

29/6/16
Date

Out of scope

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OFFICIAL INFORMATION ACT

Client level data and programme/service performance measures (iterative development – that collects both objective and subjective data)

- 20 In November 2015 a base set of client level data and result measures was developed. This was further adapted and modified as we went through the Line by Line review tranches and testing phase over the last year. We have modified the set and now have a menu of client level data and base level programme/service performance measures. This includes:
- a set of client level data
 - a generic set of quantity and quality measures
 - individualised client result measures that focus on the four primary areas of change (beliefs and attitudes/skills and knowledge/behaviour change/circumstance change).
- 21 Measures are to be primarily objective (however subjective measures will be created, where objective measurement is not possible). The measures will be developed by programme/service or where possible programmes/services will be clustered.
- 22 As we continue to develop client result measures we will refine the measurement system on an annual basis, this will ensure minimum disruption for providers.

Note that a “pick and mix” approach is used where required to ensure relevance.

Note that the measures are part of an iterative approach and changes will be required as we develop our processes and thinking.

Out of scope

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Chair
Cabinet Social Policy Committee

COMMUNITY INVESTMENT STRATEGY 2016 UPDATE

Out of scope

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Out of scope

- 10 The progress made to date in implementing the Strategy, and the achievements so far, are set out in the Strategy Update. In summary MSD has:

Out of scope

- identified the key requirements for individual client level data collection that will tell MSD about the people that use the programmes and services purchased, allowing it to better target priority populations
- included individual client level data collection specifications against 23 percent of MSD's funding that is used to purchase programmes and services

Out of scope

Changes currently underway and/or planned over the next 12 months

- 11 As it continues to implement the Strategy, MSD will:

- continue to build the evidence base of its funded programmes and services through evaluations and policy reviews as well as strengthening the focus on effectiveness in provider contracts, reporting requirements and contract monitoring
- continue to collect client level data through contracts. By July 2017, client level data will be collected from 100 percent of contracted services and programmes that are delivered for individual clients

- where practical, develop results measurements for all of its programmes, services and service clusters. MSD will then introduce these measures into contracts with an expectation that by June 2018, 100 percent of the programmes and services it purchases that are delivered for individual clients will have results measures in place
- establish a process so it can use data analytics to plan its investment, based on a better understanding of who should receive the programmes and services it funds

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Out of scope

Improving the quality and use of data

- 16 Improving the quality of information MSD collects about clients, programmes and services and results, combined with the use of data analytics, are critical to the success of the Strategy, and for the new operating model for vulnerable children.
- 17 MSD is very aware of the importance to keep client level data secure. A Security Risk Assessment will be undertaken by 31 October 2016, to ensure the data collection mechanism we use is appropriate and secure.
- 18 The use of integrated cross government data analysis from Treasury and Statistics NZ's Integrated Data Infrastructure (IDI) has enabled MSD to better identify vulnerable populations.

Out of scope

Out of scope

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Out of scope

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OFFICIAL INFORMATION ACT

Hon Jo Goodhew
Associate Minister for Social Development

____ / ____ / ____

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OFFICIAL INFORMATION ACT



Report

Date: 24 May 2016

Security Level: IN CONFIDENCE

To: Hon Jo Goodhew, Associate Minister for Social Development

CC: Hon Anne Tolley, Minister for Social Development

Community Investment Strategy: Customer Personal Data Sharing Consent

Purpose of the report

- 1 This report identifies options for obtaining customers consent to share personal data with Community Investment and other Government agencies. Access to this data is required to progressively improve the efficiency and effectiveness of services in achieving the Government's outcomes under the Community Investment Strategy.

Recommended actions

It is recommended that you:

- 1 **Note** that the Ministry of Social Development (MSD) is planning to phase in the collection of customer data from Providers starting from 1 July 2016.
- 2 **Agree** that from 1 July 2016 customer consent to share personal data will be a mandatory requirement for customers receiving MSD funded social services. **Agree/Disagree**
- 3 **Note** that there is a risk that the requirement could impact some customers willingness to access services which could further marginalise vulnerable people.
- 4 **Agree** that customers receiving a sensitive service will be allowed to opt out of sharing personal identifying data (eg name and address). **Agree/Disagree**
 - a) **Agree** that any Provider of exempted sensitive services will be required to provide anonymised customer data (eg date of birth, ethnicity etc). **Agree/Disagree**
 - b) **Note** that a sensitive service, as defined by MSD, would be confined to a small number of services, such as Rape Crisis and Women's Refuge.
 - c) **Note** that Providers would be required to seek consent from customers of sensitive services, to share personal data at a later point in time, such as when the crisis has passed or they have recovered.

d) **Note** that the identification of sensitive services will be determined by October 2016 and the phasing in of implementation for these services will commence from July 2017.

5 **Note** that we will prepare a communications plan including a programme implementation schedule for years F16-17 and F17-18.

6 **Note** that Community Investment will start collecting personal customer data for 23% of its services from 1 July 2016.


7 **Agree** that your office will consult with Ministers Barry, Wagner, Kaye, Adams and English on this paper.

Discuss

Agree/Disagree


Murray Edridge
Deputy CE, Community Investment

24 May 2016
Date


Hon Jo Goodhew
Associate Minister for Social Development

7/6/16
Date

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OFFICIAL INFORMATION ACT

Collecting and sharing personal data about customers is an essential part of the Strategy to improve the efficiency and effectiveness of social service investments

- 8 The Community Investment Strategy is building a system to improve the efficiency and effectiveness of social service investments in delivering outcomes by ensuring that services are targeted at the right people and communities, based on evidence of what works.
- 9 This will be achieved by a range of initiatives including:
 - an evaluation schedule
 - collecting customer results data
 - identifying what services work for individual customers through the Results Measurement Framework
 - analyse collective impact through data matching between Government agencies.

Combined this analysis will enable assessment of Return on Investment (ROI).

There are benefits of data sharing

- 10 MSD will obtain better information on how effective and efficient social service investments are in improving outcomes for vulnerable people. This will inform social investment decision making, predictive modelling and our understanding of what works.
- 11 Data collected would also be made available to the Statistics NZ Integrated Data Infrastructure where it will be accessible for research purposes.
- 12 The data will assist Providers to ensure that customers receive services suited to their needs.
- 13 Depending upon Providers ICT capability some of their data sets may have to be phased in, while they adapt their reporting mechanisms.

Is this why only 23%

We will commence obtaining customer consent to share personal data from July 2016

- 14 MSD needs customers to provide their consent to share personal data for its own use and use by other agencies. We need to state clearly what data will be captured, who will have access to it, and what the data will be used for.
- 15 It will be mandatory that customers who receive an MSD funded service will be required to consent to share their personal data with other Government agencies.
- 16 However, there are concerns about the coercive nature of offering services only if consent to share personal data is given. There is also a risk that the mandatory requirement could impact on some customers willingness to access services and this could further marginalise vulnerable people.

Important to explain how this is positive for service delivery.

What data will we collect?

- 17 Providers of selected services will collect and report on the following customer data for all customers engaged/enrolled in the service as at 1 July 2016 (includes customers that are still active/engaged/enrolled prior to 1 July 2016):

- name (first, middle and last)*1
- address*
- primary ethnicity
- gender
- date of birth
- name of dependants (where relevant)
- date of birth of dependants (where relevant)
- information on the service provided to the customer, including start date, end date, attendance, pre-course assessments, and post course assessments (where relevant)
- results based achievement ie the change made to people's attitude, knowledge, skills, behaviour and/or circumstances.

Mandatory consent raises risks for customers of sensitive services

- 18 For customers who access sensitive services during a crisis (eg Rape Crisis, Women's Refuge and Children Witnessing Family Violence) the mandatory requirement to share data as a condition of receiving the service may result in further trauma. There are only a small number of sensitive services.
- 19 This risk can be mitigated by allowing customers who require a sensitive service to opt out of sharing personal identifying data (eg name and address). Customers who decide to opt out will still receive the MSD funded service.
- 20 The key advantage of opting out is that it will ensure that customers of sensitive services, who at the time of crisis may be reluctant to consent to share their personal data, receive the critical support service they need.
- 21 Appendix One provides a summary of the advantages and disadvantages of opting out.
- 22 Providers of exempt sensitive services will be required to seek consent from customers, to share anonymised data (eg date of birth, ethnicity etc).

Risks of data sharing

- 23 There are legal and ethical risks that MSD will need to manage.

Types of personal data to be collected and who it can be shared with

- 24 Community Investment intends to collect personal data such as individual customer data, anonymised data for exempt services, and programme performance results.
- 25 Appendix Two provides a more detailed description of the range of personal data that Community Investment proposes to collect, and who it will be shared with.
- 26 At the time of obtaining a customer's consent we will clearly identify the data that we are collecting, what the data may be used for and who will have access to it, with an appropriate degree of specificity.

Changes to programme specifications, contracts and consent forms

- 27 Increased customer data capturing and sharing will require changes to some service specifications. New clauses about sharing customer data and reporting requirements will be added as the services are reviewed and updated.

¹ * Denotes personal identifying data that will be anonymised for sensitive services. All other data is required.

- 28 Revised contract clauses will require Providers to seek consent from customers, with signed consent forms kept on record by the Provider. If a customer transfers from one service to another, a customer consent transfer form will be required from the customer.
- 29 We have prepared standard consent forms for use by Providers where they do not have consent forms that meet the required specifications.
- 30 We intend to seek input from the NGO Advisory Group and the Māori Reference Group on how to communicate these changes to the Provider sector.

Implementation, phasing and communications

- 31 From 1 July 2016 Community Investment will start to consistently capture customer data from 23% of services. Over the next two months we will develop a plan of services to be phased in for customer data sharing. A degree of implementation phasing is required for the following reasons:
 - Providers that have been in existence for several years already have mature data capturing reporting tools, others are less mature. Providers of the less mature services will need to make changes to manual systems to capture higher levels of customer data.
 - Some Providers have manual based systems for capturing data and it will take time to automate them.
 - Providers of sensitive services may need support to develop the skills to have conversations with customers to reassure them of the value of security concerns regarding the sharing of their data.
- 32 MSD will develop a communications plan to announce the decision on sharing customer data and the implementation schedule.

Cross Government consultation

- 33 MSD has consulted with the Ministry of Justice and the Ministry of Business, Innovation and Employment, and drawn on the Ministry of Justice advice to the Social Sector Board about disclosure and consent for the collection, use and sharing of personal information.
- 34 A copy of this Report will be sent to the Privacy Commissioner to obtain written confirmation of their perspective on the informed consent and information sharing arrangements.
- 35 MSD will consult stakeholders in the State Services Commission, Treasury, and the Ministries of Education and Health.

Appendices

- Appendix One: Advantages and disadvantages to mandatory sharing versus an opting out option
- Appendix Two: Types of personal data to be collected and who it may be shared with.

REP/16/5/575

Appendix One: Advantages and disadvantages to mandatory sharing versus opting out

	Mandatory	Sensitive services customers choosing to opt out
	Consent to share data is required to receive an MSD funded social service.	Customers opting out will still receive the MSD funded service. The phasing in of exempt services will start from July 2017, with all services included by December 2018.
Advantages	<p>Able to undertake complete cross analysis on social investment including collective impact across Government investment to better support customers and direct funding.</p> <p>Will better enable Government and Providers to track customer journeys where complex and longer term support is required.</p> <p>Support MSD to understand where and how to invest appropriately, based on effectiveness and efficiencies of services and/or Providers.</p> <p>Allows for a cohesive customer centred approach to services.</p> <p>Less ability to falsify customer data and volumes.</p>	<p>Customers of sensitive services would have their data safeguarded to help protect their privacy and to facilitate their engagement with services.</p> <p>This mitigates the compulsory requirement to provide consent for sensitive services.</p>
Disadvantages	<p>Some customers are likely to have significant concerns/issues, and/or refuse to provide information.</p> <p>There are concerns across the sector that the ability for a Government agency or Provider to decline service to a potential customer because they will not consent to sharing information potentially reflects the tensions between informed consent versus coercive consent.</p>	<p>MSD will not be able to assess the efficiency, effectiveness and ROI of services and programmes where customers choose to opt out of providing consent.</p> <p>Customers opting out may not receive the full benefit of seamless services if they are not able to be identified and appropriately supported by their Provider.</p>
Notes and caveats	<p>All customers and Providers are required to share customer data on the appropriate MSD funded services, otherwise service is declined. Some services (eg medical and counsellors etc) require this as part of their professional accreditation.</p> <p>Some services such as low contact services will not and do not capture customer names etc.</p> <p>Note that some services already collect customer data, and some statutory services require consent and data sharing otherwise services cannot be provided.</p>	<p>CI needs to do further work to identify what services would be phased in and when, and what services will be exempt and provide anonymised data.</p>

Appendix Two: Types of personal data to be collected and who it may be shared with

Community Investment is planning to capture the following customer data

- 36 **Individual Customer data:** The data will reflect the individual's demographic and identifying characteristics and the results they have achieved from receiving the service. For example a service targeted at an individual will only capture the individual's information. Alternatively, if a service is targeted at a family then one member of the family is identified as the primary recipient, with all other family members registered as being dependents and/or spousal relationships where appropriate. The result measures for the family will be captured.
- 37 Sharing of a customer's service history can only be given through the consent of the customer, allowing the original Provider to release the information to a new Provider (similar to people transferring GP services). No customer case notes or file notes will be shared beyond the case worker/customer relationship without the customers consent.
- 38 **Anonymised data for exempt services:** Exempt services in the first year will be those classed as sensitive services. In the first year customer identifying information of names and addresses will be hidden and the customer provided with a unique identifier by the Provider. We will still require results and other more aggregated programme information from Providers.
- 39 **Programme performance results:** Performance results of the programme, locality and/or customer groupings, customer level results will be aggregated into programme performance reports so that Community Investment can monitor and analyse performance results against programmes, localities and clusters of services relevant to customer priority groups.
- 40 The aggregated data can help the Provider to assess and improve their services. Government agencies contracting the services can use the collected data to assess the relevance and appropriateness of services and investment.
- 41 **Higher level aggregated data:** High level aggregated customer data is anonymised to inform research and statistical purposes. Ministers and Government agencies will have access to aggregated statistical information about the comparative results on Providers, programmes and services, and cohorts of customers. In addition, Providers will have access to aggregated statistical information for the programmes and services they deliver.
- 42 MSD will also publish aggregated statistical analysis to enable communities to work with MSD to make decisions about how best to improve results for vulnerable New Zealanders in their communities.

Access to the captured customer data will be provided to

Individual case notes and file notes

- the customer
- the case worker
- the Provider
- any subsequent Providers where the customer has signed consent to the transfer of their information.

Individual Customer data

- the customer
- the case worker
- the Provider
- any subsequent Providers where the customer has signed consent to the transfer of their information
- MSD Programme Managers
- other Government agencies where cross partnerships are identified (eg Social Workers in Schools (SWIS) Ministry of Education and MSD).

Programme performance results (monitoring)

- the customer
- the case worker
- the Provider
- any subsequent Providers where the customer has signed consent to the transfer of their information
- MSD Programme Managers including service delivery staff completing programme performance analysis
- other Government agencies where cross partnerships are identified (eg Social Workers in Schools (SWIS) Ministry of Education and MSD).

Aggregated statistical data

- the customer
- the case worker
- the Provider
- any subsequent Providers where the customer has signed consent to the transfer of their information
- MSD Programme Managers including service delivery staff completing programme performance analysis
- other Government agencies and Providers
- Ministers, media, and Statistics NZ.



Report

Date: 24 June 2016

Security Level: IN CONFIDENCE

To: Hon Anne Tolley, Minister for Social Development
Hon Jo Goodhew, Associate Minister for Social Development
REP/16/6/733

The collection and use of Community Investment client level data

Purpose of the report

- 1 This report outlines what we are able to do now within existing provider consent processes to collect and use client level data from Community Investment service providers, and that we are progressively increasing our ability to utilise the client data.

Recommended actions

It is recommended that you:

- 1 **note** that the Ministry of Social Development (MSD) will be collecting client level data from Community Investment (CI) service providers commencing from 1 July 2016 with 23 percent of CI services by expenditure
☒ Yes / ☐ No
- 2 **note** that MSD will collect client level data from all the remaining CI service providers by 1 July 2017
☒ Yes / ☐ No
- 3 **note** the responsibility will sit with the CI service provider to provide MSD with the specified client level data as part of their contractual obligations to receive funding
☒ Yes / ☐ No
- 4 **note** that our intention is to use the data to target services
 - In the shorter term we will be able to use the data to target cohorts of people
 - the longer term plan is to be able to target services to identifiable persons from July 2017☒ Yes / ☐ No
- 5 **note** MSD is building the Ministry's information system and processes to safely store client data and support associated analytics processes, and that we plan for this to be in place by 1 September 2016
☒ Yes / ☐ No

6 **note** that we will report you shortly with details on our progress with getting the IT system solutions in place

☒ Yes / ☐ No

7 **note** we will report back to you with:

- an update on the progress in collecting client level data from the remaining CI service providers, by 1 July 2017
- details of the processes required to target services to individuals, including the sharing of identifiable client information across MSD service lines and across agencies

☒ Yes / ☐ No

8 **agree** that a copy of this report be forwarded to Hon Amy Adams, Minister of Justice.

☒ Agree / ☐ Disagree



Bryan Wilson
Associate Deputy CE
Community Investment

24/6/16
Date

Hon Anne Tolley
Minister for Social Development

Date



Hon Jo Goodhew
Associate Minister for Social Development

29/6/16
Date

We will be collecting client level data from service providers to support a social investment approach

- 2 Social investment is about understanding what makes the most difference to people's lives, and using evidence about what works to improve their lives. A key objective of the Community Investment Strategy (CIS) is to better align funding to those with the highest needs, and to invest in programmes and providers that can best meet those needs.
- 3 We are developing the tools and processes, and identifying data requirements, to ensure data informed social investment decisions can be made and services can be targeted to the needs of cohorts and individuals.
- 4 To apply a social investment approach to the CIS, we need:
 - to collect client level data from service providers
 - IT systems to support data storage and analytics
 - to develop the appropriate mechanisms and processes to allow for sharing and use of client level data within legislation
- 5 To support a social investment approach, we need to know the characteristics of client groups to inform our understanding of their needs, identify the most vulnerable, and then invest in the right mix of services to meet those needs.
- 6 To do this for the CIS, we will use the client data to target services to cohorts with particular needs. We are in a good position in the short term to use the data we collect to target cohorts of people. By July 2017 we intend to have the processes in place to use identifiable data to target services to individuals.

We will begin collecting data for a range of purposes including targeting services to cohorts of people

- 7 CIS service providers already collect client level data, on the basis that it is necessary to provide clients with the service, and obtain client consent for this purpose.
- 8 Following consultation with the Ministry of Justice (MoJ), we believe that MSD can begin collecting client data from CIS providers without implementing new consent processes. *Must discuss*
- 9 Service providers will share the data with MSD to be used in an anonymised form for analysis and evaluation, and aggregated summary reporting and research, without any new consent processes being put in place.
- 10 We will also be able to input client level data into the Integrated Data Infrastructure where it can be linked with other datasets and used for wider research purposes.
- 11 This is permissible under the provisions of the Privacy Act, which allows us to use client data collected from providers subject to:
 - not being used in a form in which the individual concerned is identified; or
 - being used for statistical or research purposes, and not being published in a form that could reasonably be expected to identify the individual concerned.
- 12 Additionally, by July 2017, the Ministry intends to put in place the appropriate tools and processes to be able to share identifiable client level data across MSD service lines or across agencies for the purpose of targeting any intervention, or provision of service to an identifiable individual. We will report back to you on our progress.

What information will be collected and for what purposes

- 13 Service providers will be required to provide the following client level data to MSD:
 - client demographic information: name, date of birth, primary ethnicity, Iwi, gender, geographic area
 - client dependants: names and dates of birth (where appropriate)

- service level information: service name, start date, end date.
- 14 Service providers will also be required to provide the following results management framework client level data to MSD, starting 1 July 2017:

- attendance, pre-course assessment, post-course assessment (where relevant)
- service results information: change in knowledge, attitude, skills, behaviour and/or circumstances (results based achievement).

- 15 From 1 July 2016, the Ministry's purpose for collecting this information is to:

- build an understanding about the cohorts of people accessing what types of services, and where
- understand outcomes being achieved for individuals and cohorts of clients
- evaluate the performance of service providers
- enable comparisons across service providers, service offerings and with similar cohorts
- enable effective practice to spread, and foster innovative new solutions through sharing information about results for different client cohorts.

- 16 We are working to clarify the specific data and purposes for use that we need to outline in preparation for using identifiable data from July 2017.

The responsibility will be with the service provider to provide MSD with the specified client level data as part of their contractual obligations to receive funding

Is it in contracts beginning 1 July?

- 17 Previous advice to you stated that the client was required to provide their information or they would not receive a service. Having explored this further, the onus will in fact be on the service provider to provide client data to MSD in order to comply with their contractual obligations.

- 18 To ensure adherence to privacy best practice, MSD will require service providers to notify clients that the client data they are collecting will be shared with MSD to be used in anonymised form for evaluation, aggregated summary reporting and research purposes.

- 19 Providers will need to agree to a clause that sets out contractual obligations to share the client data they collect with the Ministry. We can achieve this with minimal changes to our existing Community Investment (CI) contracts.

- 20 Under the amended or new contract, service providers will be paid for services that they deliver to clients which meet the contract service specifications including the requirement that the client data is provided to the Ministry.

By July 2017, our intention is to have the appropriate processes in place for the Ministry to share identifiable client information

not soon enough

- 21 Moving forward, we want to be able to share client identity information across MSD and other relevant government agencies to support the social investment approach and further support integrated service provision.

- 22 In some situations, this information sharing is taking place under established processes, however in other situations additional or new information sharing processes may be required. Examples of situations include:

- service providers may need to share identifiable data of their clients for the best provision of services to meet the clients need
- where other agencies are involved in providing an integrated service response to a client, such as integration of first response services for adult victims of sexual violence and follow up recovery services
- where another MSD service line requires the information to provide an integrated response to a client, such as integration of care-leaver services with work and income support services.

exactly.

need to assume with all that this might be eventual outcome.

- where it is appropriate to target a service to an identifiable individual.
- 23 The information systems we are developing support an integrated service delivery approach and we will give advice to providers on the type of consent required for sharing identifiable information as appropriate.
- 24 We will consider options to support all of these situations, particularly consent-based information sharing. We will come back to you with advice on options.

We are working with the Ministry of Justice and the Office of the Privacy Commissioner to ensure our processes align with best practice and other cross-sector initiatives

- 25 We are consulting the Office of the Privacy Commissioner to ensure the advice we are providing you, and processes we are following, comply with legislative requirements and best practice.
- 26 We are working across MSD and with MoJ to ensure alignment with relevant legislative reforms and development of information sharing provisions.
- 27 We note that integrated responses to vulnerable children and family violence services are being developed, and associated legislation reforms are under way with bespoke information sharing regimes currently under development.
- 28 In addition the design of a number of other information sharing initiatives and approaches may commence from September 2016 under the Cabinet Directive for Public Protection Information Sharing.
- 29 Many CI services will be impacted by these reforms and initiatives, and we will ensure that our use of client level data aligns with them. The client consent requirements for CI to share identifiable client data could be addressed or informed through wider approaches to information sharing.
- 30 We will report back to you on this alignment and the associated processes required to share identifiable client level data across MSD service lines or across agencies, for the purpose of targeting any intervention or provision of service to an identifiable individual.

From 1 July 2016 service providers will begin providing MSD with client level data for 23 percent of our expenditure

- 31 From 1 July 2016 we will start collecting client level data from 75 providers of following services:

Family Start and Early Start (32 providers)	\$37.93m
Early Start \$1.21m (1 provider)	
Social Workers in Schools (28 providers)	\$21.45m
Youth Workers in Secondary Schools (6 providers)	\$2.31m
Multi Agency Support Services in Secondary Schools (7 providers)	\$2.01m
Stand - Intensive Family Wraparound Service and Therapeutic Care and Education Service (1 provider)	\$13.9m
Expenditure (equals approx 23 percent of total CI expenditure)	\$77.6m

There are a lot of contracts.

- 32 Family Start providers are already collecting the required information from their clients and in some cases provide that data to us voluntarily.
- 33 We are advising the remaining providers that we want them to commence collecting client data as soon as possible. *What does that mean?*
- 34 To support this we are:
- progressively signing contracts and expect this to be completed in full in August 2016
 - informing providers who are not yet ready to collect the data, to be ready so that we can commence collection no later than 1 October 2016.

We will progressively collect client level data from the remaining providers, reaching 100 percent by 1 July 2017

- 35 From 1 November 2016, we will commence collecting client level data from financial capability service providers. This is a new service that will be introduced at this time to replace budgeting service.
- 36 From 1 July 2016, we will introduce the requirement to provide client level data from all the remaining providers. These providers will be required to implement this requirement starting 1 July 2017 unless they wish to do so prior to this date.

There are a small number of programmes where client level data is not collected

- 37 There are a small number of programmes where client level data is not collected because they do not have 'clients' in the way that other services do. Programme examples include:
- provider capacity and capability type funding
 - public awareness campaigns and information resources such as the It's not OK campaign and SKIP.
- 38 We will use other approaches to assess the effectiveness of these services and the contribution that they make to achieve the objectives of the CIS. The approach used and the data that we will collect is dependent on the type of programme and the objectives it sets out to achieve.

We are building the Ministry's information systems and processes to safely store client data and support analytics processes

- 39 Work is underway to firm up the systems and process that will be used to safely store and analyse the client data we will be collecting.
- 40 The system will not be in place by 1 July 2016 as we are still progressing commercial contractual discussions. We are, however, planning to have it in place by 1 September 2016.
- 41 When the system is in place we will load client data and backdate the entry to the time that the provider commenced collecting the information from the client, which will be as early as 1 July 2016.
- 42 The following points summarise key aspects of the system and the work we are doing to ensure that it is fit for purpose:
- client data will be recorded in a secure Ministry information system that is hosted on the cloud¹
 - the Ministry is looking at a system which is currently under use by the Ministry of Health and has had a robust privacy impact assessment
 - the system is designed to support robust and comprehensive analytics
 - in the longer term, once any required consent processes to support sharing of identifiable data are implemented, the Ministry may use the Integrated Access Platform (IAP data warehouse) and Insights MSD capability to undertake further data matching analysis.

¹ In Cloud hosting the applications run on many different servers. This ensures that if there is a failure in one device this will not cause a failure in the entire service.

We will report back to you on our progress in getting the full system in place for July 2017

- 43 You will shortly receive a report from us with details on the progress of firming up our IT system solutions.
- 44 We will report back to you with:
- an update on our progress towards collecting client data from all CIS service providers, excluding services where it is impractical to collect client level data, by 1 July 2017
 - details of the processes required to collect and share identifiable client information across MSD service lines and across agencies.
- 45 You may want to update Cabinet on the developments in collecting client level data. We suggest November/December 2016 would be an appropriate timeline to consider.

File ref: A8951300

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

Author: [REDACTED] Senior Analyst, Child, Family and Community Policy)

Responsible manager: (s 9(2)(a) [REDACTED] Policy Manager, Child, Family and Community Policy)

Aide-mémoire



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

Date: 29 September 2016 **Security Level:** IN CONFIDENCE

For: Hon Jo Goodhew, Associate Minister for Social Development

Update on the collection of Individual Client Level Data

Purpose

This aide-memoire provides you with feedback from the recent meeting of the NGO Advisory Group's (on 5 September) on the collection of individual client level data, and signals the likelihood of a broader public debate on this topic as a result of letting contracts for Building Financial Capability (BFC) services.

Background

The NGO Advisory Group (the Group) meetings are held quarterly to provide the Group with an update of Ministers key priorities, and seek their input to decisions facing Community Investment (CI) with regard to the Community Investment Strategy (the Strategy)

CI is progressing two workstreams that are likely to generate public interest in the next month:

- The requirement for all providers to collect individual client level data by 1 July 2017, on the basis that it can be used on an identifiable basis for specific purposes
- The letting of contracts for the new BFC services from 1 November which will include the collection of identifiable client level data for use on an unidentifiable basis until 30 June 2017, followed by use on an identifiable basis from 1 July 2017.

The Group are concerned about how the data collection requirements will be perceived and received by the NGO sector

Data ownership has been an on-going discussion with the Group, along with discussions concerning the ethical and legal issues of shared customer data. At the most recent meeting, CI staff outlined the intent to collect individual client level data and use it in an identifiable way for specific purposes. The Group expressed the following particular concerns with this intent:

- the impact on the trust that customers, particularly those who are difficult to engage in support services,

will have in providers

- compliance with the requirements of the Privacy Act and the consent that they believe will be required from customers
- the provision of client's personal information to the Ministry
- the ethics of providers not receiving funding if clients do not consent to share personal data, and the financial impact on them
- the safety of data being shared between providers and CI, and the risk of personal information being disclosed
- the cost to providers of a new data collection system
- the likely quality of the data collected given the financial pressures the Group argue that providers are under
- the potential for international criticism.

The Group strongly advised that we work closely with the Privacy Commissioner (which we intend to do), and to expect a strong public reaction from providers. We also expect to work with the Government Chief Privacy Officer (GCPO) on these issues.

None of the issues identified are new to the debate about the use of identifiable client information and it is fair to say that the sector is divided in their views on this. Ministers have strongly and repeatedly signalled that this is the direction that contracting will need to move in to enable implementation of a social investment approach.

We will be signalling this intent to a wider audience in the next month

We are in the process of finalising the procurement of new BFC services.

We will include a clause on the requirement to collect individual client level data. Given these are multi-year contracts we will also signal the intent to move from using this data in a non-identifiable way (which is the case for the current financial year) to using it on an identifiable basis from 1 July 2017.

We intend to include a clause in the contract that signals this intent and briefly outlines that we will work through the privacy, practical and ethical aspects of this approach over the next six months.

This approach is consistent with the approach we outlined in our recent briefing to you on this topic [REP/16/9/1137 refers].

We are committed to implementing the client level data collection requirements

We have work underway to advance how we implement this data collection requirement:

- we are engaged with the Social Investment Unit (SIU) on what they have learned through their work on client-level data collection, including their work with key stakeholders in this area such as the NZ Data Futures
-

Forum, the Privacy Commissioner and the GCPO

- we have included the Lead of the SIU on the governance of our prototype project for results-based contracting, which includes a specific focus on data collection and will draw on their expertise in our work with providers
- we are working on a Privacy Impact Assessment (PIA) to identify any potential privacy risks and mitigations. We will engage with the Privacy Commissioner on the PIA and align it with the PIA work that the SIU has already progressed.

There is a risk of a public reaction to the collection and use of identifiable data and we are preparing for it

In addition to the advice of the Group, we have had both informal and formal feedback that providers will raise their concerns about the data collection requirements and intended use with you directly and in the public domain. For example, Trevor McGlinchey, in his capacity as Executive Officer of New Zealand Council of Christian Social Services published a think piece on 28 September on Community Scoop reiterating many of the concerns noted above. This reaction needs to be balanced against other feedback we have had from providers about the necessity of collecting this type of data if we are to make better investments in social services and to improve those services.

We have been preparing a communications plan to manage our response to these concerns. The communications plan will include key messages like:

- the purpose and importance of client level data collection to determining what works best for particular clients and how effective these services have been for them
- the benefits that we expect customers and providers will see from the analysis of the data we collect
- the fact that other parts of the social sector operate in this way already – like Health, Work and Income
- a sense of what we will use identifiable client level data for and what we won't, that this is a first step which will be closely managed across Government with input from the Privacy Commissioner.

Our response at this stage is limited by what we can definitively say at this stage

Ideally, we would be able to give the public (including providers, and current and potential clients) a clear idea of when we will and won't be using individual client level data on an identifiable basis. That picture would potentially limit the scope of public concern, and focus the debate on how the data is collected, managed and used.

There is an ongoing public discussion being progressed through the Data Futures Partnership, and ongoing discussion between Ministers, over the past two years about the nature and use of

identifiable data by Government. As part of this work the SIU have been working with the Privacy Commissioner and the GCPO on how the matching and analysis of data needs to be managed so that clients' privacy rights are protected. This work is being progressed through a Privacy Impact Assessment (PIA).

Until we have clarity, we will have to refer to the process as evolutionary with careful consideration with the appropriate parties such as the Privacy Commissioner and the GCPO involved as the principle mechanism for resolving it. We will be testing how to manage the data collection and analysis through the prototype we have on results-based contracting. We will explore how best to engage with existing data use forums such as the NZ Data Futures Forum on practical ways to collect and use identifiable data.

We will work with the BFC sector to collect, manage and use client level data

We are meeting with the budget services sector umbrella groups on Thursday 6 October to discuss how best to engage providers in the collection, management and use of client level data. We have also prepared material for our staff to use when negotiating new contracts with successful BFC providers.

We will keep you updated as work with stakeholders progresses

We will liaise with your office in the preparation of the communications plan for both BFC procurement and the broader issue of client level data.

We will keep you update with the progress of the PIA process, and with any public commentary that may arise and our response to it.

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