



18 SEP 2017

Dear

On 7 April 2017, you emailed the Ministry requesting, under the Official Information Act 1982, the following information:

- *The documents showing the "progression of ICLD policy advice sent to the Minister of Social Development and Associate Minister of Social Development from 8th March 2016 through to the present," as referenced on page 27 of the Privacy Commissioner report on this issue.*

I would like to apologise for the extended delay in providing this response.

Please note, of the nineteen documents provided to the Privacy Commissioner for the April 2017 report on individual client level data (ICLD), only ten were sent to the Minister or Associate Minister for Social Development or their offices. In the interest of transparency, all nineteen documents have been considered for release.

As part of the Community Investment Strategy, the Ministry is taking a social investment approach to ensure social services funding is targeted at the right people to get the services they need and that they get the best outcome possible, particularly the most vulnerable New Zealanders. The Ministry also needs to ensure taxpayers' money is invested where it has the most positive impact, and that decisions are made based on evidence. To do this, the Ministry will gather sufficient data from providers about the clients they work with.

As you will be aware, in early April, the Ministry of Social Development detected an issue with the Government shared workspace that would be used (as a temporary solution) to upload client level data. As a result, access to this shared workspace was suspended on 4 April 2017.

A review of the Ministry's decisions relating to the IT system used to capture ICLD was led by an independent reviewer. The outcome of this review was released publicly on 16 May 2017. Whilst the report confirmed that no privacy breach of any personal data had occurred the Ministry has accepted that there are useful lessons to be drawn from the report, particularly in regard to governance structures relating to the project. Further information regarding the independent review can be found on the Ministry's website here:

[www.msd.govt.nz/about-msd-and-our-work/newsroom/media-releases/2017/no-privacy-breach-says-independent-review.html](http://www.msd.govt.nz/about-msd-and-our-work/newsroom/media-releases/2017/no-privacy-breach-says-independent-review.html)

Future work regarding client data will be led by the Social Investment Agency. An advisory group will provide oversight and lead the work to identify, evaluate and recommend a robust approach. It will bring together a number of agencies, as well as the Government Chief Information Officer, the Office of the Privacy Commissioner,

and independent data consultants. The advisory group will ensure that appropriate security and privacy assessments are completed. It will also identify and approve risk mitigation, and develop and oversee engagement with key partners.

As you are aware, the Privacy Commissioner released a report about the Ministry's collection of ICLD in April 2017. The Ministry provided nineteen documents to the Privacy Commissioner for this report, which showed the progression of ICLD policy advice. Some of these documents had been provided to the Minister and Associate Minister of Social Development, some were internal Ministry documents and some were summaries created to provide context.

The Ministry has released the following documents as part of a proactive release of related to the collection of client data. These documents are available at: <http://www.msd.govt.nz/about-msd-and-our-work/newsroom/media-releases/2017/further-release-of-individual-client-level-data-documents.html>

<b>Date</b>	<b>Title</b>
15 March 2016	<i>'Community Investment Strategy: Contracting changes from 1 July 2016'</i>
10 May 2016	<i>'Community Investment Strategy: The Vision, Key Deliverables and Return on Investment'</i>
24 May 2016	<i>'Community Investment Strategy: Customer Personal Data Sharing Consent'</i>
20 June 2016	<i>'The Collection and Use of Client Data to Support the Community Investment Strategy'</i>
24 June 2016	<i>'The collection and use of Community Investment client level data'</i>
16 August 2016	<i>Aide-Memoire (Cabinet Paper) – 'Community Investment Strategy 2016 Update'</i>
1 September 2016	<i>'Status update on Community Investment's collection of client level data and the supporting information communications technology'</i>
29 September 2016	<i>'Update on the collection of ICLD'</i>
1 December 2016	<i>'Status update on CI's information and Communications Technology solution &amp; the collection on ICLD'</i>
7 December 2016	<i>'Response to Non-Government Organisations (NGOs) concerns about Individual Client Level Data (ICLD) Collection'</i>

The following documents are publically available, as they were when provided to the Privacy Commissioner:

<b>Date</b>	<b>Title</b>	<b>Link</b>
June 2016	<i>Social Workers in Schools Service Guidelines</i>	<a href="http://www.msd.govt.nz/documents/about-msd-and-our-work/publications-resources/service-guidelines/swis-service-guidelines-2016.pdf">www.msd.govt.nz/documents/about-msd-and-our-work/publications-resources/service-guidelines/swis-service-guidelines-2016.pdf</a>
August 2016	<i>Community Investment Strategy 2016 Update</i>	<a href="http://www.msd.govt.nz/documents/about-msd-and-our-work/work-programmes/community-investment-strategy/community-investment-strategy-update-2016.pdf">www.msd.govt.nz/documents/about-msd-and-our-work/work-programmes/community-investment-strategy/community-investment-strategy-update-2016.pdf</a>
January 2017	<i>Building Financial Capability Service Guidelines</i>	<a href="http://www.msd.govt.nz/documents/what-we-can-do/providers/building-financial-capability/building-financial-capability-services-guidelines.pdf">www.msd.govt.nz/documents/what-we-can-do/providers/building-financial-capability/building-financial-capability-services-guidelines.pdf</a>



The following documents are attached:

Date	Title
8 March 2016	Memo to Murray Edridge, Deputy Chief Executive – ' <i>Privacy, information sharing and capturing client level data</i> '
13 December 2016	Workshop attendees list (NGO's)
9 January 2017	Letter to Joy Liddicoat, Assistant Commissioner (Policy and Operations), Office of the Privacy Commissioner
Undated	Summary of meeting with Privacy Commission
Undated	Outcome Agreement template

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

One document, an undated summary of updates from and to Minister Tolley's office, is withheld under section 9(2)(g)(i) of the Act to protect the effective conduct of public affairs through the free and frank expression of opinions. I believe the greater public interest is in the ability of individuals to express opinions in the course of their duty.

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

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

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

If you wish to discuss this response with us, please feel free to contact [OIA\\_Requests@msd.govt.nz](mailto:OIA_Requests@msd.govt.nz).

If you are not satisfied with this response, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz) or 0800 802 602.

Yours sincerely



Nadine Kilmister  
**Director of the Office of the Chief Executive**



# Memo

**To:** Murray Edridge  
**From:** Wendy Gillespie, Director Strategic Investment  
[redacted] Senior Advisor Contracting Services & Support  
**9(2)(a) - Privacy of another**  
**Date:** 8 March 2016  
**Security level:** IN CONFIDENCE

## Privacy, information sharing and capturing client level data

### Purpose

This memo presents the draft clauses, consent form, and MBIE contract clauses we believe will support Community Investment's (CI) need for privacy, information sharing, and gathering of results based information for the purpose of gathering a **single level client view of results and the Community Investment Strategy (CIS)**.

### Recommendations

It is recommended that you:

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

YES/NO

**Agree** the draft clauses and consent form to be included within the larger context of the CIS contract redesign workstream and ICT pilot.

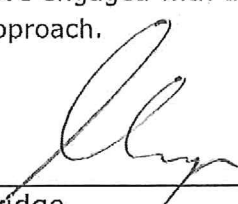
YES/NO

**Agree** to the NGO Advisory Group and the Maori Reference Group being used as a sounding board and advisory group on the content and external dissemination of the draft clause (once our internal processes have concluded).

YES/NO

**Note** we have engaged with the privacy commissioner and received endorsement for our proposed approach.

YES/NO

  
Murray Edridge  
DCE Community Investment

18/03/2016  
Date

## Background

To achieve reporting on results and outcomes the CIS requires a rethink about the way we capture, analyse and share client level data and Results Based Measures. The new direction will help Providers, Regions, Programme Managers and CI overall to report on performance, identify service effectiveness, and tell the story about how well Government's investment is making a difference to people's lives.

This means that for some programmes it will change the way CI and some Providers capture information, monitor, and report on results. It also means CI contract clauses will need to be updated for privacy, information sharing and client level data, to ensure client privacy, provider security and the Ministry's safety. The changes are also aligning with the ICT "SIDEX" trial (with MSSASS, SWISS, YSSIS and Family Start).

### Client level data, ICT trial

Client data will be gathered from the primary recipient of the service. The Client Consent Form will be completed by the primary recipient of the service. Consent is a compulsory requirement if the service is to be funded by MSD.

If a service is targeted at a family or couple, with all receiving the service, one member of the family is identified as the primary, with all other family members registered as being dependants. In the pilot "SIDEX" system there is also the ability to define relationships between partners if consent is given. This ensures that the capture of primary client information should align with the reported service delivery, while allowing more detailed client level analysis on all impacted people.

There are four categories of information that the system will record and manage :

- 1) Basic client identity data: Name, Location and Date of Birth
- 2) Client demographic data including name (first, middle and last), address, primary ethnicity, iwi affiliation, gender, date of birth, name of dependants, DoB of dependants
- 3) Information on the Service provided to the client, including start date, end date, attendance, pre-course assessments, and post course assessments.
- 4) The SIDEX system implemented by MSD contains the functionality to record other information on the client, and the services provided to the client. Service Providers may use this functionality for their own purposes. This information will not be accessed or used by MSD.

Demographic information (1) and (2) will be common across providers, to reduce data entry effort and improve accuracy. When a potential client presents to a provider, the provider can search for that client in the system. The result of the search displays basic demographic data (1). As an example from our test system:

Search Results (Number of Items: 6)

Person (Client)	Address	Date of Birth	Status
▶ Jim Test Center - 36000002	NO FIXED ADDRESS	03/02/1983	Active (1,2)
▶ Igor Maloney - 30000005	NO FIXED ADDRESS	01/03/2009	Active (1,2)
▶ Shameless Maloney - 30000005 (Also known as Igor Maloney)	NO FIXED ADDRESS	01/03/2009	Active (1,2)
▶ John Hogg - 23673 A	NO FIXED ADDRESS		Active (1,2)
▶ Mike House - 30000007	NO FIXED ADDRESS	03/03/1992	Active (1,2)
▶ Marsh - 28417 A	NO FIXED ADDRESS		Active (1,2)

If the client is found and selected, then the full client record (2) becomes visible to the provider. Searches are fully logged.

Service information (3) will only be visible to the provider who provides the service (and MSD).

During the years of F16-17 we will introduce specific variations or new contracts as appropriate.

### Clauses and updated consent forms

The updated clause will be inserted into CI's Service Specifications/Guidelines. Appendix 1 is the clause we would insert into the Service Specifications/Guidelines.

Appendix 2 is a copy of the Provider Return Report that Providers would report on.

Appendix 3 is the consent form we would suggest Providers to use With their clients. Later phases of the system will involve additional programmes, with different results measures, so this suggested form may need to change.

### MBIE contract clauses

We have consulted with Ministry of Justice and MBIE and discussed the relevant privacy clauses from the MBIE Framework Terms and Conditions. The Framework Terms and Conditions are currently being reviewed and will soon be released for consultation.

### Next steps

Once agreed within CI and the Ministry we propose to circulate the clause and Client Consent Form with the NGO Advisory Group and the Maori Reference Group for the purpose of feedback and views on how to disseminate to the Sector. We will also update the Privacy Commission on our direction.

The following clauses will be added to all CI Service Specifications/Guidelines that require reporting on client level data.

## **Appendix 1: Clause description**

### **What client level data needs to be collected for reporting?**

The Provider must collect and report on the following client level data for all clients engaged/enrolled in the Service as at 1 July 2016 (includes clients that engaged/enrolled prior to 1 July 2016 and still active 1 July 2016):

- name (first, middle and last)
- Suburb/City (but not street address)
- primary ethnicity
- gender
- date of birth

Service accessed<sup>1</sup>

Results based achievement

The Provider must enter this information into MSD's Data collection portal (SIDEX). The client level data is submitted to the Ministry in accordance with Clause 6 and Appendix 3 of the Outcomes Agreement.

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

### **Consent to share client information**

The Provider must ensure that any client and their family/whānau, from whom it collects personal information, understands that his/her information will be provided to the Ministry and other departments.

The Provider must ensure that all clients engaged or to be enrolled in the Service, consent to share the information with the Ministry by signing the Client Consent Form. If it is impracticable that the client sign at enrolment, the client will then sign the Client Consent Form as soon as reasonably practicable.

The basic client data identity will be visible to other providers. However, sharing of a client's service history and results can only be given through consent of the client (form to be developed) allowing the original provider to release the information to a subsequent provider, similar to people transferring GP practices.

### **Refusal to give consent**

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

### **How the system will work**

There are four categories of information that the system will record and manage :

- 1) Basic client identity data: Name, Location and Date of Birth

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<sup>1</sup> The Services for Schools cluster will not ask for information on dependents

- 2) Client demographic data including name (first, middle and last), address, primary ethnicity, iwi affiliation, gender, date of birth, name of dependants, DoB of dependants
- 3) Information on the Service provided to the client, including start date, end date, attendance, pre-course assessments, and post course assessments.
- 4) The SIDEX system implemented by MSD contains the functionality to record other information on the client, and the services provided to the client. Service Providers may use this functionality for their own purposes. This information will not be accessed or used by MSD.

Demographic information (1) and (2) will be common across providers, to reduce data entry effort and improve accuracy.

When a potential client presents to a provider, the provider can search for that client in the system. The result of the search displays basic demographic data (1).

If the client is found and selected, then the full client record (2) becomes visible to the provider. Searches are fully logged.

Service information (3) will only be visible to the provider who provides the service (and MSD).

#### **Why we collect information**

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.



[illegible][illegible]

Period:

Signed By:

~~Service:~~

Date  
of  
Birth

Gender

Ethnicity

Number of Dependents	Age of Dependents
0	0
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
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99	99
100	100

## Results Achieved

### Appendix 3:



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COMMUNITY INVESTMENT  
TE HAUMI Ā-HAPORI

(Provider logo here)

#### INFORMATION SHARING CONSENT

(to be completed by client)

I \_\_\_\_\_ (the client) 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)
- address
- primary ethnicity
- iwi affiliation
- gender
- date of birth
- number of dependants
- age of dependants
- 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)

**Date:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

**Relationship to Client:** \_\_\_\_\_

### Workshop NGO attendees list – 13 December 2016

Table of providers who were invited to attend the workshop and who also received an email on 22 December 2016 thanking them for their attendance.

Provider	Contact
Community Networks	9(2)(a) - Privacy of another
Social Service Providers Association	
National Collective Integrated Women's Refuges	
Ara Taiohi	
Te Kahui Atawahi	
Christian Social Services	
NZ Federation Family Budgeting Services	
Birthright	
The Salvation Army	
Stand for Children	
TOAH-MNEST	
Good Shepherd	
Barnardos	
Open Home Foundation	

Philanthropy NZ	9(2)(a)
Unitec	
Hui Ei	
Inclusive NZ	
Presbyterian Support Upper South Island	
Presbyterian Support	



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

Joy Liddicoat  
Assistant Commissioner (Policy and Operations)  
Office of the Privacy Commissioner  
P O Box 10094  
Wellington 6143

Dear Joy

Thank you for your letter dated 13 January 2017 notifying the Ministry of the Privacy Commissioner's intention to conduct an inquiry into the contractual requirement for NGO service providers to collect Individual Client Level Data (ICLD) as part of the implementation of the Community Investment Strategy.

Thank you also for taking the time to meet with Murray Edridge and I to discuss the scope of the inquiry.

To support the Commission with the inquiry, please find attached copies of the following documents:

1. Memo to Murray Edridge DCE from Wendy Gillespie Director Strategic Investment and **9(2)(a)** Senior Advisor Contracting Services & Support. *Privacy, Information Sharing and Capturing Client Level Data*
2. Report to Minister Goodhew - REP/16/3/238 - *Community Investment Strategy: Contracting changes from 1 July 2016*
3. Report to Minister Goodhew - REP/16/5/532 - *Community Investment Strategy: The Vision, Key Deliverables and Return on Investment*
4. Report to Minister Goodhew - REP/16/5/575 - *Community Investment Strategy: Customer Personal Data Sharing Consent*
5. Memo to Minister Goodhew's office - *The collection and use of client data to support the Community Investment Strategy*
6. Report to Ministers Tolley and Goodhew - REP/16/06/733 - *The collection and use of Community Investment client level data*
7. Aide-Memoire to Minister Goodhew - REP/16/8/982 - *Community Investment Strategy 2016 Update*
8. Aide-Memoire to Minister Goodhew - REP/16/9/1143 - *Update on the collection of Individual Client Level Data*
9. Report to Minister Goodhew - REP/16/12/1573 - *Status update on Community Investment's Information and Communications Technology solutions and the collection of Individual Client Level Data*

10. Memo to Minister Tolley's office - *Response to Non-Government Organisations (NGOs) concerns about Individual Client Level Data (ICLD) Collection*
11. *Community Investment Strategy - Update 2016*
12. Outcome Agreement Template
13. Social Workers in Schools: Service Specifications - June 2016
14. Building Financial Capability Service Guidelines - Jan 2017
15. Summary of meetings with Privacy Commission
16. List of 13 December 2016 workshop attendees
17. Summary of updates from and to Minister Tolley's office

You will note that some information has been redacted from certain reports. The redactions have removed information held in those reports that is outside the scope of your inquiry.

Please feel free to contact me if you have any queries about the information provided. My contact details are:

Email: **9(2)(a) - Privacy of another**

Phone: **9(2)(a)**

If you require information in addition to the material already provided to support the inquiry, please contact **9(2)(a)** Business Services Manager, at **9(2)(a)** and **9(2)(a)** Senior Advisor, at [Community\\_Investment\\_Issues@msd.govt.nz](mailto:Community_Investment_Issues@msd.govt.nz).

Yours sincerely

Maree Roberts  
Associate Deputy Chief Executive  
Community Investment



## Summary of meetings with Privacy Commission

Ministry staff have met with officials from the Office of Privacy Commission on a number of occasions to discuss the privacy implications of collecting clients personal information (ICLD) from providers. We understand the first meeting at which the Privacy Commission was present took place in late 2015. This meeting was a cross government consultation which also involved a representative from the Ministries of Justice and Business, Innovation and Employment.

A second meeting took place on 24 June 2016. This was attended by 9(2)(a) - Privacy of another (Privacy Commission), 9(2)(a) (MSD Policy), 9(2)(a) and 9(2)(a) (Community Investment). The purpose of the meeting was to inform a report to Minister Goodhew. A draft of the report was sent to 9(2)(a) for comment on behalf of the Privacy Commission. No response was received.

On 29 November 2016, 9(2)(a) from the Office of Privacy Commission met with 9(2)(a) (Community Investment), 9(2)(a) (Information, Privacy, Policy and Practice). The purpose of this meeting was to provide an update to the Privacy Commission on the implementation of the ICLD policy and what next steps were required for phase two.

A summary of all three meetings is outlined below:

- The Privacy Act allows for data to be used in an non-identifiable (anonymised) form for analysis and research under principles 10 (f)(i) and (f)(ii)
- The Ministry need to provide clear information about what is being collected and why. This includes how data may be used beyond July 2017, during "phase two" of this project
- It may be difficult for providers to comply with the principle 3 of the Privacy Act if the purpose of collection and use had not been clearly defined by the Ministry
- Requiring providers to provide client's personal information as a condition of receiving funding may have the negative unintended consequence of deterring people in need from approaching support services
- The Ministry should consider allowing clients to opt-out of having their information disclosed to the Ministry without impacting on the funding received by the provider
- The Privacy Commission advised it is likely that only a small number of people would chose to opt-out, but knowing how many people take this option will provide the Ministry with valuable information about the level of public comfort with this policy
- It is important to have good trust relationships and transparency between the Ministry and its funded providers and there may be unintended consequences arising from funding being dependent on the reporting of all ICLD
- The Privacy Commission recommended the Ministry conduct an independent privacy impact assessment to assess the risks in this policy
- The two organisations would continue to work closely as the Ministry scopes the remaining elements of phase two.



## MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

19 July 2017

[Contact Name]  
[Contact Legal Name]  
[Postal Address]

Tēnā koe [contact person]

### Re: Outcome Agreement Number 1234

Following your earlier acceptance of the letter of offer from the Ministry of Social Development (the Ministry), please find attached your Outcome Agreement for the period 1 November 2016 to 30 June 2019 for your consideration.

### Signing the Outcome Agreement

Please review this Outcome Agreement and if 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 five), scanned and emailed as a PDF to [CIA email address]
- the scanned document includes the whole Outcome Agreement with all pages in order
- you do not annotate the Outcome Agreement other than in the designated areas. If you have any additions please contact me.

When forwarding your invoice please ensure:

- the invoice is completed with the specified amount as per IRD guidelines
- if you have not done so previously, a blank bank deposit slip is supplied.

This Outcome Agreement will not come into force until it is signed by both Parties. A copy will be emailed to you at [provider's email address] once signed on behalf of the Crown.

The Ministry cannot guarantee the on-going funding of services or otherwise make more money available after the expiry of the attached Outcome Agreement.

## Changes to your Outcome Agreement

In line with the changes to the suite of Ministry of Business, Innovation and Employment (MBIE) Contracting Tools, we have made changes to the Ministry's additional terms and conditions contained in all Outcome Agreements. We have:

- removed clauses already covered by the updated Framework Terms and Conditions
- transferred some terms and conditions into the relevant service guidelines, including:
  - Social Sector Accreditation Standards
  - Family Services Directory requirements
- provided a clearer link between funded services and Ministry outcomes

Some Outcome Agreements may have service-specific changes, which we have discussed with you.

## Changes to the Framework Terms and Conditions

MBIE has recently revised and consulted on the Framework Terms and Conditions (FTC) that form part of this Outcome Agreement. The FTC 2nd Edition will come into effect from 1 July 2016 and is available at: [www.procurement.govt.nz](http://www.procurement.govt.nz)

## Results Measurement Framework

The Results Measurement Framework (RMF) is a measurement system that provides a clear line of sight from the performances of our investments to the Better Public Services targets the Ministry is responsible for.

Results-based measures will be introduced into some Outcome Agreements from 1 July 2016 and into all Outcome Agreements by 1 July 2018. By using actual, measurable client results we will be able to build an evidence base of effective services in communities.

Further information relevant to Results Measurement Framework is available online:

[www.msd.govt.nz/about-msd-and-our-work/work-programmes/community-investment-strategy/results-measurement-framework.html](http://www.msd.govt.nz/about-msd-and-our-work/work-programmes/community-investment-strategy/results-measurement-framework.html)

## Client Level Data

Providers delivering ~~xxx~~ services will be required to input Client Level Data into a reporting tool that will be supplied by the Ministry at a later date. Client Level Data frequently asked questions were included with your Letter of Offer. The Ministry appreciates that not all Providers will be in a position to provide the Ministry with Client Level Data from 1 November 2016. In acknowledgment of this, and to allow time for Providers to put in place any process changes, we will not request this information from you prior to 1 March 2017.

## Further Information

All services in the Outcome Agreement have corresponding service guidelines. The latest version is available online as follows:

[www.msd.govt.nz/about-msd-and-our-work/publications-resources/service-guidelines/index.html](http://www.msd.govt.nz/about-msd-and-our-work/publications-resources/service-guidelines/index.html)

**Any questions?**

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.

Nāku iti nei, nā

[Contact name]  
Community Investment Advisor  
[Phone No]  
[Email]

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT



# MINISTRY OF SOCIAL DEVELOPMENT

TE MANATŪ WHAKAHIATO ORA

## Outcome Agreement

Between

Ministry of Social Development

and

[Contact Legal Name]

Outcome Agreement Number	1234
Commencement Date	1 November 2016
Term	Two years, eight months
Expiry Date	30 June 2019
Annual Outcome Agreement Price (excluding GST)	\$xx,000.00 – F2017 \$xx,000.00 – F2018 \$xx,000.00 – F2019
Total Outcome Agreement Price (excluding GST)	\$xx,000.00

# Outcome Agreement

## Parties

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

**Contact Legal Name** incorporated under the Charitable Trusts Act 1957 and having its registered office at Physical Address (**the Provider**).

## Introduction

- A The Framework Terms and Conditions (2<sup>nd</sup> edition) are part of this Outcome Agreement. The Framework Terms and Conditions are available at [www.procurement.govt.nz](http://www.procurement.govt.nz)
- B This Outcome Agreement describes the:
- (i) Outcome to be achieved;
  - (ii) Services that the Provider will provide to contribute towards achieving that Outcome; and
  - (iii) the performance measurement framework to assess the provision of the Services, and whether the Services have contributed towards achieving the Outcome.
- C The Purchasing Agency engages the Provider to provide the Services on the terms of this Outcome Agreement (including the Framework Terms and Conditions).

## It is agreed:

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

- 1.1 This Outcome Agreement is deemed to incorporate and be governed by the Framework Terms and Conditions (as added to or modified in accordance with clause 9 of 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 Term of this Outcome Agreement

- 2.1 This Outcome Agreement will commence on 1 November 2016 and end on 30 June 2019 unless extended pursuant to clause 2.2 or terminated earlier in accordance with the Framework Terms and Conditions.
- 2.2 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.



### **3 Services**

- 3.1 The Provider will provide the Services described in Appendix 1.
- 3.2 In providing the Services, the Provider will meet or exceed any performance measures set out in the Service Guidelines. 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.
- 3.3 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.

### **4 Payment**

- 4.1 Subject to the Purchasing Agency's rights under the Framework Terms and Conditions relating to the Recovery, Reduction or Suspension of Payments, the Purchasing Agency will pay the Provider for the Services the amounts, and at the times specified in Appendix 5.

### **5 Contract management**

- 5.1 The contract management arrangements for this Outcome Agreement (including monitoring, reporting and audit) are set out in Appendices 2 to 4.
- 5.2 The Provider and Purchasing Agency will comply with all applicable obligations under Appendices 2 to 4.

### **6 New IP**

- 6.1 If, contrary to the intellectual property clauses in the Framework Terms and Conditions, any New IP that is to be owned by the Purchasing Agency will be recorded in Appendix 6.
- 6.2 Any agreed uses of New IP are recorded in Appendix 6.

### **7 Privacy of personal information**

- 7.1 The details of any personal information that will be shared between the Purchasing Agency and the Provider, and any agreed approach to the management of such information, are recorded in the associated Service Guidelines.

## 8 Relationship Managers and contact details

8.1 Each party's postal, physical and email address, phone number and Relationship Manager details is set out below:

### Purchasing Agency:

Relationship Manager: [Firstname Surname]  
Designation: Community Investment Advisor  
Address: [Postal Address]  
Phone: [Phone No]  
Mobile Phone: [Mobile No]  
Email: [Email]

### Provider:

Relationship Manager: [Contact Name]  
Designation: [Designation]  
Address: [Postal Address]  
Phone: [Phone]  
Mobile Phone: [Phone Other]  
Email: [Email]

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## 9 Changes or additions to the Framework Terms and Conditions

- 9.1 The Provider and Purchasing Agency agree to amend the Framework Terms and Conditions as set out in Appendices 7 and 8.
- 9.2 Except as set out in Appendices 7 and 8, the Framework Terms and Conditions remain in full force and effect in relation to this Outcome Agreement.

### Signatures

#### Ministry of Social Development

Signed by [Name]

[Designation]

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

#### [Provider Legal Name]

Signed by [Name]

[Designation]

I have authority to sign for [Provider Legal Name] and confirm this Outcome Agreement has not been altered from what was last provided by the Purchasing Agency.

Signed

Date

Signed by [Name]

[Designation]

I have authority to sign for [Provider Legal Name] and confirm this Outcome Agreement has not been altered from what was last provided by the Purchasing Agency.

Signed

Date

## Appendix 1 – Services and Outcomes

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 the following Community Investment outcomes:

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

For more information about the Results Measurement Framework please refer to [www.msd.govt.nz/about-msd-and-our-work/work-programmes/community-investment-strategy/results-measurement-framework.html](http://www.msd.govt.nz/about-msd-and-our-work/work-programmes/community-investment-strategy/results-measurement-framework.html)

	xx	Sessions	\$xx,000.00
	xx-F2017, xx-F2018, xx-F2019)		(\$xx,000.00 - F2017 \$xx,000.00 - F2018 \$xx,000.00 - F2019)
<b>Total</b>			<b>\$xx,000.00</b>

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

The Service/s are to be provided in accordance with the following Service Guidelines (available online on [www.msd.govt.nz/about-msd-and-our-work/publications-resources/service-guidelines/index.html](http://www.msd.govt.nz/about-msd-and-our-work/publications-resources/service-guidelines/index.html)):

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## Appendix 2 – Monitoring by the Purchasing Agency

	F2017	31 March 2017 or as otherwise agreed between the Parties
	F2018	31 March 2018 or as otherwise agreed between the Parties
	F2019	31 March 2019 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 following reports and information as specified in the table below in accordance with the Service Guidelines, using the report form supplied electronically to the Provider by the Purchasing Agency.

Reporting Required			Date Due	Period Covered by the Report
Client Level Data (quarterly)			10 March 2017	1 November 2016 to 28 February 2017
			10 July 2017	1 November 2016 to 30 June 2017
			10 October 2017 and 2018	1 July 2017 and 2018 to 30 September 2017 and 2018
			10 December 2017 and 2018	1 July 2017 and 2018 to 30 November 2017 and 2018
			10 March 2018 and 2019	1 July 2017 and 2018 to 28 February 2017 and 2018
			10 July 2018 and 2019	1 July 2017 and 2018 to 30 June 2017 and 2018
Service Result Measures (Annual)			10 July 2017	1 November 2016 to 30 June 2017
			10 July 2018 and 2019	1 July 2017 to 30 June 2018 and 2019

#### Appendix 4 – Regular Audits or Accreditation of the Provider

Level One	6 months – 1 year
Level Two	2 years
Level Three	2 – 3 years
Level Four (Self-Assessment)	2 years

#### Appendix 5 – Payment for Service/s

1	Following the signing of this Outcome Agreement by both Parties and upon receipt of a valid itemised Tax Invoice.	\$
2	1 July 2017, provided that a satisfactory report for the previous period is received by the due date and upon receipt of a valid itemised Tax Invoice.	\$
3	1 July 2018, provided that a satisfactory report for the previous period is received by the due date and upon receipt of a valid itemised Tax Invoice.	\$
<b>Total</b>		<b>\$</b>

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

#### Appendix 6 – New IP

N/A

#### Appendix 7 – Changes to the Framework Terms and Conditions

7.1 The Purchasing Agency and Provider agree that despite the provision on the accreditation reviews in the Framework Terms and Conditions (see clause 5.6 of the Framework Terms and Conditions), the Accreditation Review for Level One of the Social Sector Accreditation Standards will be every six months unless otherwise agreed by the Purchasing Agency (see Appendix 4 of this Outcome Agreement).

**Accreditation Status** means accreditation at levels 1 to 4 under the Social Sector Accreditation Standards.



## Appendix 8 – Additional Terms to the Framework Terms and Conditions

The Purchasing Agency and Provider agree that the following additional terms form part of this Outcome Agreement:

### 8.1 Social Sector Accreditation Status and Reviews

- (a) The Provider shall maintain its required Accreditation Status for the provision of Services for the term of this Outcome Agreement.
- (b) The Purchasing Agency shall disclose to the Provider any changes to the Social Sector Accreditation standards.
- (c) If the Provider's Accreditation is suspended, this Outcome Agreement will be suspended without further notice under the Framework Terms and Conditions. If the Provider's Accreditation is revoked or relinquished this Outcome Agreement will come to an end without further notice.
- (d) The Purchasing Agency may conduct an Accreditation Review of the Services, or the Provider's practices, operational and financial policies, procedures and systems.
- (e) The Purchasing Agency shall:
  - i. give the Provider at least two Business Days' notice of any Accreditation Review;
  - ii. visit during working hours or other reasonable times depending on the matter being reviewed; and
  - iii. provide the Provider with a copy of any report on the Accreditation Review.

### 8.2 Health and Safety at Work Act 2015

The Provider will:

- (a) Consult, cooperate and coordinate with the Purchasing Agency to the extent required to ensure both Parties comply with their respective obligations under the Health and Safety at Work Act 2015 as they relate to the Outcome Agreement.
- (b) Perform its, and ensure that its Personnel perform their, obligations under the Outcome Agreement in compliance with its and their obligations under the Health and Safety at Work Act 2015.
- (c) Comply with all reasonable directions of the Purchasing Agency relating to health, safety and security.
- (d) Report any health and safety matters, as determined by the Purchasing Agency's Social Sector Accreditation Standards (for Levels 1 to 4 Service/s only), the Purchasing Agency's policy, or any notice issued under the Health and Safety at Work Act 2015, to the Purchasing Agency to the extent that it relates to, or affects, the Outcome Agreement.

### 8.3 Supporting the Children's Action Plan and Children's Teams.

- (a) The Purchasing Agency or a local Children's Team Director may request that the Provider's staff member (Worker) delivering the Service work as part of the Children's Team in the role of Lead Professional. This request may occur if a child or children are already clients of the Worker, and were referred to a Children's Team, and it was determined by the Children's Team that the Worker was the most appropriate agent to act as

a Lead Professional for that referral. In this case, the Provider will need to support the Worker to act in this capacity for the child or children.

- (b) If the Worker is acting as a Lead Professional for only one child or family at a time, this is considered to be part of their normal role as it does not change the case volume or client group. Where possible, keeping the Lead Professional case load to one is desirable, as it means the Worker is still available to perform their usual role in the community.
- (c) If the Worker is requested to join a Children's Team as a Lead Professional on a larger scale, the Purchasing Agency will liaise with the Provider about this provision. The Purchasing Agency and the Provider will agree on any service provision changes that may need to take place to reflect the Worker taking on a more significant Lead Professional role. This may be reflected in an Outcome Agreement, a Variation to an Outcome Agreement or in a Letter of Agreement.
- (d) Children's Team Lead Professionals require training and need to operate under the practices of the Children's Team. Training is provided by the Children's Team.

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