

Terms of Use: Provider access to Oranga Tamariki client record system (CYRAS).

Context

Oranga Tamariki enables a small number of social service providers to have limited access to its client record system to support Oranga Tamariki work or to work on behalf of Oranga Tamariki. These Terms of Use apply to those social service providers as part of their contract with Oranga Tamariki.

Definitions

- 1 **CAPP** means **CYRAS-Approved Provider Personnel**, who are Personnel who have been approved by Oranga Tamariki to access CYRAS.
- 2 **CYRAS (Care and Protection, Youth Justice, Residences, Adoptions System)** means the Oranga Tamariki electronic case management system designed to record information about children, young people and their families who come to the attention of Oranga Tamariki.
- 3 **CYRAS Agency Approval** means formal written approval for a Provider or a Provider's Personnel to access CYRAS.
- 4 **Specified Policy or Procedure** means policies or procedures for CYRAS use or use of Oranga Tamariki hardware specified by Oranga Tamariki to the Provider from time to time.
- 5 **Specified Purpose** means the purpose for CYRAS use specified in a CAPP's application for CYRAS use.
- 6 **Provider** means an organisation that has been contracted by Oranga Tamariki to provide services, and which has been granted CYRAS Agency Approval by Oranga Tamariki.

General.

- 7 Oranga Tamariki may amend the Specified Policies or Procedures at any time.
- 8 Any information on CYRAS, including any information recorded on CYRAS by the Provider:
 - 8.1 is confidential to Oranga Tamariki;
 - 8.2 may be accessed and used for lawful purposes by the Chief Executive of Oranga Tamariki and by people holding delegations of the Chief Executive's statutory and other functions and powers;
 - 8.3 where it is personal information, is 'held' by Oranga Tamariki in terms of the Privacy Act 2020, meaning that unless specifically provided for in contract,

- personal information collected, held or processed by the Provider on CYRAS is to be treated as being held by Oranga Tamariki and not the Provider, in accordance with section 11(2) Privacy Act 2020;
- 8.4 is a public record 'maintained' by Oranga Tamariki in terms of the Public Records Act 2005; and
- 8.5 is 'official information' in terms of the Official Information Act 1982.

CYRAS Agency Approval

- 9 CYRAS Agency Approval can be suspended or revoked by Oranga Tamariki:
- 9.1 for breach of these Terms of Use;
- 9.2 for breach of a Specified Policy or Procedure by the Provider or the Provider's Personnel;
- 9.3 for breach of relevant laws or practice standards by the Provider or the Provider's Personnel;
- 9.4 otherwise for a good cause relating to CYRAS use by the Provider or their Personnel; or
- 9.5 for a period while investigating the above.

Approval for new CYRAS users.

- 10 CYRAS may only be used by CYRAS-Approved Provider Personnel (CAPPs).
- 11 The Provider:
- 11.1 will apply for CYRAS access for a prospective CYRAS user in the manner specified by Oranga Tamariki;
- 11.2 will, in that application, define the specified purposes for the prospective CYRAS user's CYRAS access;
- 11.3 will ensure that the prospective CYRAS user provides any information or consent requested by Oranga Tamariki; and
- 11.4 will conduct any initial safety checks or vetting of the prospective CYRAS user required by law or by the Specified Policies and Procedures.
- 12 Oranga Tamariki:
- 12.1 will review its own records about each prospective CYRAS user;
- 12.2 will conduct any vetting required under the Specified Policies and Procedures;

- 12.3 has absolute discretion whether to approve an application for CYRAS access; and
- 12.4 may grant approval subject to any conditions that must be met by the prospective CYRAS user in order to receive or maintain CYRAS access.

Onboarding new CYRAS users:

- 13 The Provider will ensure that CAPPs:
 - 13.1 complete all training required by Oranga Tamariki on the Specified Policies and Procedures; and
 - 13.2 fulfil any other preconditions for CYRAS use imposed by Oranga Tamariki.
- 14 Oranga Tamariki will train CAPPs on all Specified Policies and Procedures. Once all training has been completed and any other conditions have been met, Oranga Tamariki will:
 - 14.1 provide any hardware needed for CAPPs to access CYRAS; and
 - 14.2 enable CYRAS access to the extent needed for the specified purposes.
- 15 Hardware provided by Oranga Tamariki remains the property of Oranga Tamariki.

Day-to-day responsibilities:

- 16 The Provider will ensure that:
 - 16.1 CYRAS will only be used by CAPPs, and only for the specified purposes;
 - 16.2 CAPPs agree to and follow the Specified Policies and Procedures, including by undertaking any additional training required from time to time;
 - 16.3 CAPPs access no technological or other support for CYRAS use except as provided by Oranga Tamariki; and
 - 16.4 safety checks or police vetting of the CAPP are carried out periodically, to the extent required by law or otherwise every three years.
- 17 Oranga Tamariki:
 - 17.1 will notify the Provider whenever the Specified Policies or Procedures change;
 - 17.2 will record all CYRAS usage under each CAPP's account;
 - 17.3 may review a CAPP's CYRAS use on its own initiative at any time;
 - 17.4 may undertake periodic audits of the Provider's use of CYRAS in addition to any other audit rights under contract; and

17.5 will provide, during regular office hours, technological and other support for CYRAS use to CAPPs.

Removing CYRAS users:

- 18 The Provider will notify Oranga Tamariki as soon as it knows that a CAPP:
 - 18.1 will cease using CYRAS for the specified purpose;
 - 18.2 will not use CYRAS for the specified purpose because of disciplinary concerns;
 - 18.3 is involved in any incident which would reasonably cause Oranga Tamariki to consider whether to suspend or revoke the CAPP's CYRAS access; or
 - 18.4 will not use CYRAS for a period of greater than 3 months.
- 19 Oranga Tamariki may, of its own initiative, suspend or revoke a CAPP's CYRAS access:
 - 19.1 for breach of a policy or procedure for CYRAS use or use of Oranga Tamariki hardware;
 - 19.2 for breach of relevant Laws or practice standards;
 - 19.3 otherwise for a good cause relating to CYRAS use by the Provider or their Personnel; or
 - 19.4 for a period while investigating the above.
- 20 Hardware provided by Oranga Tamariki for CYRAS use by a CAPP must be returned to Oranga Tamariki when that CAPP's CYRAS access ends, or is suspended or revoked.
- 21 The Provider is liable for the cost of any hardware provided by Oranga Tamariki for CYRAS use if it is not returned in accordance with clause 20.